

ALLIANT INTERNATIONAL UNIVERSITY, INC.

VOTING AGREEMENT

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THIS VOTING AGREEMENT (this “**Agreement**”), is made and entered into as of this _____ day of _____, _____, by and among Alliant International University, Inc., a California public benefit corporation (the “**Company**”), each holder of the Company’s Common Stock, \$0.00001 par value per share (“**Common Stock**”), [and each holder of the Company’s Series A Preferred Stock, \$0.00001 par value per share (“**Series A Preferred Stock**”) listed on Schedule A (collectively, with any subsequent holders of Common Stock or Preferred Stock, or transferees, who become parties hereto as “**Stockholders**” pursuant to Subsections 6.1 or 6.2 below, the “**Stockholders**”).

RECITALS

WHEREAS, the Company and Aliant International University, a California non-profit corporation (“**Old Alliant**”) entered into an Asset Purchase Agreement (the “**Purchase Agreement**”) pursuant to which the Company will acquire substantially all of the assets of Old Alliant;

WHEREAS, as a condition to closing of the Purchase Agreement, the Stockholders shall be required to enter into this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Agreement to Vote**. Each Stockholder hereby agrees on behalf of itself and any transferee or assignee of any shares of capital stock owned by such Stockholder and any other voting securities of the Company subsequently acquired by such Stockholder in the future (and any securities of the Company issued with respect to, upon conversion of, or in exchange or substitution for such shares or other securities) (hereinafter collectively referred to as “**Shares**”) subject to, and to vote the Shares at a regular or special meeting of stockholders (or by written consent) in accordance with, the provisions of this Agreement.

2. **Voting Provisions Regarding Board of Directors**.

2.1 **Board Composition**. Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) For so long as Old Alliant holds at least 19.9% of the Company’s Common Stock (calculated on a fully converted basis assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants but excluding options and stock grants to employees and consultants under the Company’s incentive equity plan for employees and consultants), Old Alliant shall have the right to designate three persons to the Board of Directors of the Company;

(b) For so long as Old Alliant holds at least 15% of the Company's Common Stock (calculated on a fully converted basis assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants but excluding options and stock grants to employees and consultants under the Company's incentive equity plan for employees and consultants), Old Alliant shall have the right to designate two persons to the Board;

(c) For so long as Old Alliant either (i) holds at least 5% of the Company's Common Stock (calculated on a fully converted basis assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants but excluding options and stock grants to employees and consultants under the Company's incentive equity plan for employees and consultants) or (ii) owns either (a) at least 50% of the shares of Common Stock and 50% of the shares of Preferred Stock initially purchased by Old Alliant as of the closing of the acquisition contemplated by the Purchase Agreement (~~“Closing Date Preferred Stock”~~), or (b) the number of shares of Preferred Stock that equals 50% of the aggregate number of shares of Common Stock and Preferred Stock purchased by Old Alliant as of the closing of the acquisition contemplated by the Purchase Agreement, Old Alliant shall have the right to designate one person to the Board; and

(d) AME shall have the right to designate a number of persons equal to the size of the Board, minus the number of directors whom Old Alliant may designate to the Board pursuant to this Section 2.1,

For the purposes of calculating the Closing Date Preferred Stock held by Old Alliant after the date of this Agreement as set forth in subsection (c)(ii) above, it is the intent of the parties that if any Closing Date Preferred Stock is converted into any other class or series of equity, all such shares shall nevertheless be included in the total amount of Closing Date Preferred Stock owned by Old Alliant and all such stock shall also be adjusted for any stock split, reverse stock split, stock dividends, combinations, subdivisions, recapitalizations and the like with respect to the Closing Date Preferred Stock for purposes of calculating the required 50% such that neither the conversion nor the stock split, reverse stock split, stock dividends, combinations, subdivisions, recapitalizations and the like with respect to the Closing Date Preferred Stock will have any adverse effect on Old Alliant in the calculation of the 50% threshold set forth in (c)(ii) above and, accordingly, Old Alliant's rights, privileges and preferences. In the event that Old Alliant holds additional equity in the Company other than the Closing Date Preferred Stock after the date of this Agreement (~~“Old Alliant New Equity”~~) and any Closing Date Preferred Stock is converted into the same class or series of stock as the Old Alliant New Equity, then any such sale or transfer of shares of such class or series shall be deemed to be first from the Old Alliant New Equity and not from the Closing Date Preferred Stock until the Old Alliant New Equity is fully exhausted for purposes of calculating which shares were sold or transferred and, accordingly, the calculation of the ~~50% threshold~~thresholds set forth in (c)(~~ii~~) above.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a **“Person”**) shall be deemed an **“Affiliate”** of another 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.

2.2 **Failure to Designate a Board Member.** In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

2.3 **Removal of Board Members.** Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Subsections 2.1 or 2.2 of this Agreement may be removed from office other than for cause unless such removal is directed or approved by the affirmative vote of the Person entitled under Subsection 2.1 to designate that director;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Subsections 2.1 or 2.2 shall be filled pursuant to the provisions of this Section 2; and

(c) upon the request of any party entitled to designate a director as provided in Subsections 2.1 or 2.2 to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

2.4 **No Liability for Election of Recommended Directors.** No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

3. **Drag-Along Right.**

3.1 **Definitions.** A “Sale of the Company” shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a “**Stock Sale**”); or (b) a transaction that qualifies as a “**Deemed Liquidation Event**” as defined in the Articles of Incorporation of the Company (as may be further amended or restated, the “**Articles of Incorporation**”). In connection with approving a Sale of the Company, the Board of Directors shall evaluate all offers consistent with its obligations under the Company’s Articles of Incorporation, including without limitation, the objective of maintaining benefit corporation status and the specific public benefit purposes stated in the Articles after the consummation of the Sale. ~~Notwithstanding the foregoing, for a period~~

~~of 10 years from the date of this Agreement, each Stockholder and the Company shall not take any action or vote to consummate a Sale of the Company to an entity that does not agree to maintain New Alliant's status as a California Benefit Corporation organized pursuant California Corporations Code Section 14600 until at least 10 years from the date of this Agreement.~~

3.2 **Actions to be Taken.** Subject to Section 3.1 above, in the event that (a) (i) after the ~~ten~~five (~~10~~5) year anniversary of the date hereof or (ii) the enterprise value of the Company in connection with such sale exceeds 5x the Purchase Price set forth in the Purchase Agreement; provided, however, that prior to ten (10) years after the initial closing of the acquisition, the buyer of the Sale stock shall agree to maintain the status of New Alliant to be a B corp under Section 14600 until at least ten (10) years from the initial closing of the acquisition, and (b) the Board approves a Sale of the Company in writing, specifying that this Section 3 shall apply to such transaction, then each Stockholder and the Company hereby agree:

(a) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment to the Articles of Incorporation required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Stockholders to the Person to whom the Selling Stockholders propose to sell their Shares, and, except as permitted in Subsection 3.3 below, on the same terms and conditions as the Selling Stockholders;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Stockholders in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(e) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Stockholder would

require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Stockholders, in connection with such Sale of the Company, appoint a stockholder representative (the “**Stockholder Representative**”) with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder’s pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative’s services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative in connection with its service as the Stockholder Representative, absent fraud or willful misconduct.

3.3 **Exceptions.** Notwithstanding the foregoing, a Stockholder will not be required to comply with Subsection 3.2 above in connection with any proposed Sale of the Company (the “**Proposed Sale**”), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(b) the Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by

any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its Stockholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and, subject to the provisions of the Articles of Incorporation related to the allocation of an escrow or holdback, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale;

(d) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Articles of Incorporation) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) upon the consummation of the Proposed Sale, each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock; provided, however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for the Share to be sold in the Proposed Sale pursuant to this Subsection 3.3(e) includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Company may cause to be paid to any Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(f) subject to clause (e) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option; provided, however, that nothing in this Subsection 3.3(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders.

4. **Remedies.**

4.1 **Covenants of the Company.** The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

4.2 **Irrevocable Proxy and Power of Attorney.** Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the President of the Company, and a designee of the Selling Stockholders, and each of them, with full power of substitution, with respect to the matters set forth herein, including, without limitation, election of persons as members of the Board in accordance with Section 2 hereof, and votes regarding any Sale of the Company pursuant to Section 3.2 hereof, and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Section 3.2 hereof. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 3 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 3 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

4.3 **Specific Enforcement.** Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

4.4 **Remedies Cumulative.** All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5. **Term.** This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the

consummation of a Deemed Liquidation Event as defined in the Articles of Incorporation; or (c) the termination of this Agreement in accordance with Subsection 6.8 below.

6. **Miscellaneous.**

6.1 **Additional Parties.** Notwithstanding anything to the contrary contained herein, and subject to any limitations under applicable law with respect to employees of the Company, if the Company issues additional shares of voting stock of the Company after the date hereof, as a condition to the issuance of such shares the Company shall require that such purchaser become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as a Stockholder hereunder. In either event, each such person shall thereafter shall be deemed a Stockholder for all purposes under this Agreement.

6.2 **Transfers.** Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognizing such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be a Stockholder. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Subsection 6.2. Each certificate, instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Subsection 6.12.

6.3 **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and 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 assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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

6.5 **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.

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

6.7 **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 the business day of 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 hereto, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 6.7. 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 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.

6.8 **Consent Required to Amend, Terminate or Waive.** This Agreement may be amended or terminated 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) Old Alliant so long as it has a right to designate at least one director pursuant to Section 2.1, (c) AME so long as it has a right to designate directors hereunder, and (d) the Stockholders owning a majority of the outstanding Shares. Notwithstanding the foregoing:

(a) Schedule A hereto may be amended by the Company from time to time to add information regarding additional purchasers of Company Stock without the consent of the other parties hereto; and

(b) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

The Company shall give prompt written notice of any amendment, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, termination, or waiver effected in accordance with this Subsection 6.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, termination or waiver. For purposes of this Subsection 6.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

6.9 **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 previously 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.

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

6.11 **Entire Agreement**. This Agreement (including the Exhibits hereto), and the Articles of Incorporation constitute the full and entire understanding and agreement between 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.

6.12 **Share Certificate Legend**. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

“THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN.”

The Company, by its execution of this Agreement, agrees that it will cause the certificates instrument, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this **Subsection 6.12** of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instrument, or book entry evidencing the Shares to be notated with the legend required by this **Subsection 6.12** herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

6.13 **Stock Splits, Stock Dividends, etc.** In the event of any issuance of Shares of the Company’s voting securities hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in **Subsection 6.12**.

6.14 **Manner of Voting**. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by

applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

6.15 **Further Assurances.** At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

6.16 **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.

6.17 **Costs of Enforcement.** If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

6.18 **Aggregation of Stock.** All Shares held or acquired by a Stockholder and/or its Affiliates 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.

[Signature Page Follows]

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

**ALLIANT INTERNATIONAL
UNIVERSITY, INC.**

By: _____
Name:
Title:

STOCKHOLDERS:

AME EDUCATION CORPORATION

By: _____
Name:
Title:

[OLD ALLIANT]

By: _____
Name:
Title:

SCHEDULE A

STOCKHOLDERS

<u>Name and Address</u>	<u>Number of Common Stock</u>	<u>Number of Series A Preferred Stock</u>
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 [OLD ALLIANT] Fax: Email: with copy to: Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 Attn: Jonathan S. Storper Facsimile: (415) 995-3466 Email: jstorper@hansonbridgett.com		

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement (“**Adoption Agreement**”) is executed on _____, 2013, by the undersigned (the “**Holder**”) pursuant to the terms of that certain Voting Agreement dated as of [_____, 20__] (the “**Agreement**”), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the “**Stock**”)[or options, warrants, or other rights to purchase such Stock (the “**Options**”)], for one of the following reasons (Check the correct box):

- As a transferee of Shares from a party in such party’s capacity as an “Stockholder” bound by the Agreement, and after such transfer, Holder shall be considered a “Stockholder” for all purposes of the Agreement.
- As a new Stockholder in accordance with Subsection 6.1 of the Agreement, in which case Holder will be a “Stockholder” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock [Options], and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

HOLDER: _____

ACCEPTED AND AGREED:

By: _____

**ALLIANT INTERNATIONAL UNIVERSITY,
INC.**

Name and Title of Signatory

Address: _____



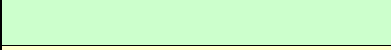
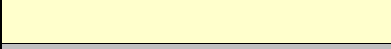

By: _____

Title: _____

Facsimile Number: _____

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