

[Your Entity]

GIVING BACK GRANT PROGRAM

To: _____:

Thank you for your interest in the Giving Back Grant Program (GBGP). As a student contemplating going to college or university, you undoubtedly have concerns about how best to pay for your education. The GBGP is designed to assist you with some, if not all, of that cost.

This letter will explain the details of how the GBGP works and your responsibilities if you meet the requirements of the GBGP and agree to become a recipient of a grant from us under the GBGP. If after reading this letter and other material that we distribute, you decide to participate in the GBGP, your signature at the end of this letter will make it a formal contract (also called an "Agreement") between you and [The name of Your Entity](also referred to in this document as "we," or "us".)

WITH THAT IN MIND, IT IS VERY IMPORTANT THAT YOU UNDERSTAND THE TERMS OF THE GBGP AND YOUR RESPONSIBILITIES UNDER IT AS OUTLINED IN THIS LETTER.

Because this letter will become a formal contract between us when you sign it, we strongly suggest that you consult with your parent, guardian or other adult family member or advisor before you sign. You must be at least 18 years old in order to sign this contract.

SECTION I - HOW GBGP WORKS

This letter identifies all the aspects of the GBGP and describes your responsibilities under it. However, to give you an overview of the GBGP, we want to begin by outlining for you the GBGP's basic elements.

Purpose: To cover tuition and fees; and if additional money is available, books and living expenses while attending college or university.

Grant Amounts: Up to a total of \$15,000 over the years of your remaining college study, which we pay directly to the college for tuition and fees and to you for other qualified expenses.

Source of Grant Money: The funds to be paid out by us to you as a grant come from loans made to us by others who believe in the GBGP and its goals. These loans are made to us interest-free although the lenders expect to be paid back over time.

Give Back Amounts:

Upon your graduation and employment, you will begin to pay us for a period of 15 years a yearly amount equal to 1% of your gross income for every \$3,000 of the total grants you received from us under the GBGP. During this period you also will be required to perform 20 hours a year of approved volunteer service for us or for other community-based organizations. Your pay-back obligation ends when one of the following occurs:

- You have made 15 years of required payments (periods where you are granted forbearance or where payments are deferred as described in this contract are not counted as part of the 15 years)
- We have determined that the lenders who lent the funds to [Your Entity] at 0% that funded the grants you and all other students first received in the same calendar year have been fully paid back by us.
- The total payments made by you to [Your Entity] equal four times the amount you received in grants

Purpose of the Give Back Amounts:

Some of the money we receive from you as part of the “giving back” portion of the GBGP will be used for grants to new students who become eligible for the GBGP after you, and the balance will be used to repay amounts borrowed by us from our lenders.

Failure to Perform:

If you do not perform as you promised or if you do not follow the rules of the GBGP, you may be responsible for the payment of additional fees to us.

Your Relationship to AHC-Take Flight:

Our bylaws provide that up to two members of our Board of Directors can be recipients of grants under the GBGP. We believe this will help establish a network with grant recipients with whom you can discuss issues concerning your ongoing education experience and plans for employment once you graduate. The specifics of GBGP grant recipients serving on the Board are contained in our By-laws which are enclosed in the package of material concerning the GBGP given to you with this letter.

SECTION II – INFORMATION ABOUT YOU

Your Personal Information

Full Name: _____

Your current address: _____

Your e-mail address: _____

Your principal address (if your current address is only temporary or for a short period of time): _____

Your marital status: _____

Your Social Security number: _____

The college or university you plan on attending in September 2012:

The degree you plan on pursuing: _____

You Confirm Your Background Information

If you sign this contract, you are saying that the following statements about you and your background are true. If anything is not true, you must cross that portion out and provide us with an explanation on a separate piece of paper.

Lawsuits. There is no lawsuit, tax claim or other dispute pending or threatened against you, which, if decided against you, would interfere with your ability to perform your obligations under the GBGP.

Other Obligations. You have performed, and are performing, all your legal obligations including rent, car payments and credit cards.

Income Taxes. You have filed all tax returns required to be filed and have paid all taxes due and payable and there are no tax liens or other claims filed against you concerning your taxes.

Criminal Convictions. You have not been convicted of, nor pleaded guilty or no contest to, any felony or misdemeanor (other than traffic misdemeanors not involving drunk driving or jail time) and are not subject to any pending felony or misdemeanor charges except for those matters which you previously disclosed to us in writing.

Disciplinary Proceedings. You have not been subject to any disciplinary action by any school, association or governmental authority which involves allegations of fraud, theft or misappropriation of funds except for those proceedings that were terminated without any ruling or admission of your misconduct, except for those matters which you previously disclosed to us in writing.

No Bankruptcy. You have never been the subject of a bankruptcy or similar proceeding.

SECTION III – INFORMATION ABOUT US AND THE GBGP

[Your Entity]

We are a nonprofit public benefit corporation organized under the Laws of California. We are organized and operate exclusively for charitable purposes. Our main purpose is to help students like you pay for college or university without borrowing money.

We are managed by a Board of Directors, who direct and supervise the senior managers of our organization. Our Bylaws provide that Among the members of our Board of Directors are representatives of [Your sponsor – if you have one] a non-profit organization which sponsored our formation and will continue to play a role in the further development of [Your Entity] for the foreseeable future. The Bylaws also provide for two directors who are students who are enrolled in a college or university and are parties to Giving Back Grant Program Contracts with the Corporation. As of February 2013, we have filled one of the “student positions” with a member of the 2012 graduating class at Allan Hancock College and expect to fill the other in the future.

Our Sources of Funding

Our founding sponsor is [Your Sponsor} which, in turn, arranged for individuals and organizations to lend money to us to enable us to make the grants available under the GBGP. We borrow from these lenders at no interest.

How Are the Give Back Amounts From You Applied?

In two ways:

First, the GBGP funding program is designed to repay the lenders, but only the amount they loaned to us, without interest or fees of any kind. It is significant that lenders are willing to lend money to the [Your Entity] without interest, which emphasizes their belief in your desire to achieve a college education. Most of the Give Back Amounts received from you after you graduate and are working will go toward repaying these lenders.

However, if these lenders are not paid back within 15 years, your payments will stop whether or not they have been fully repaid, unless your payments have been deferred as described later in this contract. In some cases, these lenders might be fully repaid earlier than 15 years.

Second, the balance of the Give Back Amounts received from you will go toward helping other students in the future go to college. In other words, Paying It Forward and Helping Others.

We believe that students receiving a grant from us under the GBGP have an obligation to help future students who may wish to qualify for a similar grant. Therefore, a portion of each payment you make to us after you graduate and begin working will become available for that purpose.

SECTION IV – OUR COMMITMENT TO YOU

As outlined in this letter, we agree to pay on your behalf, directly to the college or university you are attending, the amount of your approved grant. This amount will be disbursed on the day that the amount is due. We are not agreeing to cover all your costs of college – only up to a maximum of \$15,000, which is the total maximum grant amount.

Example: Assume that you are attending “Cliff College”, and the cost of tuition is \$2,500 per semester. If everything is in order and your grant has been authorized, we will pay Cliff College – in your name -- \$2,500 for each semester of your attendance but only up to a total of \$15,000.

We are going to spread out the grant payments over the number of classes we understand it will take for you to obtain your degree.

Example: If you need to pass 18 classes to graduate with a Bachelors degree from Cliff College, we are going to divide \$15,000 by 18 and pay a maximum of \$833 per class.

If there is any money remaining after we pay the stipulated amount to the college or university for your tuition each semester and if you can demonstrate a need for additional amounts, we also will make a payment to you before classes start to cover books and other expenses you need to pay in order to attend college. We call this a “**Kickstart Allowance**”. This amount plus the tuition cost we pay will not exceed the amounts indicated above.

Finally if there is any money remaining in your grant after we have paid the tuition and any Kickstart Allowance, and if you can demonstrate a need for additional amounts, we will pay you for completing classes. This is called a “**stipend**” and it will be included in the maximum amount of your grant. You can also decide not to receive a stipend.

Here is How Our Commitment Works

On each relevant disbursement date, (generally at the beginning of each semester or quarter or other academic period, depending on your college), we will pay to your school, if this is your

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first semester or quarter that you are attending college, a calculated amount based on the number of units for which you are or will be registered, as indicated above. If this is your second or later semester (or quarter, depending on your school) that you are attending college, we will pay to your school an amount based on the number of courses that you have completed with a grade of “C” (or its equivalent at schools without letter grades) or better in the previous quarter or semester, in pursuing a Bachelor’s Degree. This method of calculating grant payments is intended to keep the total grant open as long as you continue to attend college and successfully pass the courses you are taking with at least the grade indicated above.

The maximum grant amount you will be eligible to receive will be \$15,000.

You understand and agree that if, for any reason, you stop attending classes our obligation terminates and we will not make any further grants for your benefit. If that happens and we already have made grant money available to you, your obligations under this Agreement will still remain in effect.

To summarize, all grants (up to the stipulated maximum amount) are made at our discretion and will be paid in the following order: First, to pay for tuition and/or fees at the college you are or will be attending. Second, if there are any unused grant moneys, as a Kickstart Allowance to allow you to prepare for the school year and start classes. Third, if there are any unused grant moneys, as a stipend, upon completion of college courses with a grade of “C” (or equivalent) or better.

It is important that you understand that we will not make any grant payment for your benefit unless everything is in order. This means that unless you have satisfied all the requirements in this letter, we are not obligated to make any payments. It is your responsibility to make sure everything is in order.

In particular, the following steps have to occur before any grant money is disbursed:

- You must complete and sign this letter and meet all the requirements for a GBGP grant.
- You must apply for, be accepted at, and register for college.
- Your enrollment must be confirmed by your college.

If your enrollment is not confirmed by the college and we have disbursed grant money to you or for your benefit, that money must be returned to us promptly and your failure to do so will result in our taking legal steps to recover the amount involved and the costs we incur in having to do that.

All grants disbursed for your benefit are an investment in your future earning potential, because we believe your potential is improved by the education program funded by the GBGP. We do not consider the grants we make to you and for your benefit as a loan by us to you.

SECTION V – YOUR ONGOING COMMITMENT TO US

While You Are in School

We are interested in your progress both during your college experience and afterwards. With that in mind, you must promptly tell us of all significant events while you are in school, such as

- your official enrollment date and if your enrollment status changes for any reason
- all the courses you are taking and the grades you receive
- if you drop classes, take a reduced load of classes, take a leave of absence or quit school on temporary or permanent basis
- when you graduate and receive your diploma or there is any change in your expected graduation date

You also must tell us about where you are living and working (and any change that occurs). You must make arrangements with the college to allow us to get copies of your course schedule, grades and transcript. The address to tell us these things is stated at the end of this contract.

If we request, you will promptly provide us with your state and federal tax returns and any other documents or information that relate directly to your ability or intention to continue your education as planned and to otherwise honor your commitment to us, as described in this Agreement.

After You Leave School

Our interest in your personal circumstances will continue after you graduate from college. With that in mind, we expect that you will promptly tell us if:

- there is any change to information you previously provided to us such as a change in your residence or work address or marital status;
- you have a change in employment status (including employer, job title or salary);
- there is any increase or decrease in your salary or other compensation or if you receive a bonus commission or other unusual payment;
- there is any other change in information you've previously provided to us, particularly documents or information that relate directly to your ability to honor your commitment to us.

You may be asked by us to have your income information confirmed by your employer and you will cooperate in obtaining that confirmation. This Agreement also means that you authorize us to request information about you from outside sources such as credit agencies. You also will deliver to us copies of your pay stubs, job description, tax returns, W-2 or form 1099 tax information statements or other information which we may request as verification of your income. Finally, we may seek to verify your income information from various tax authorities such as the Internal Revenue Service and if we make that request you will fulfill any necessary requirements to permit us to receive that information from those authorities.

What You Give Back After Graduation or Leaving College

Our goals are to repay the lenders, as well as to continue to provide grants to new incoming students on a continual basis. That means that grant recipients who have graduated and are employed are required to give back to us a portion of their earnings to the ongoing operations of the GBGP. We cannot tell you what job to take, if any, after you graduate. Once you begin working after college, your give back payment period begins. The decision to work, and what job you choose, is entirely up to you.

Here's how the give back works:

- you agree to pay 1% of your annual gross income for every \$3,000 of benefits you received under the GBGP, for a period of 15 years, taking into account the period of any deferment that you took.
- If your annual gross income is less than \$18,000 in any of those years, you owe nothing for that year.

For each year in which payment obligations were deferred pursuant to the terms of this contract, this 15 year period will be extended by one year.

- Your obligation to give back stops at the end of 15 years, plus any years in which your obligation to pay was deferred, or an earlier date if we determine that your obligation to give back is completed.
- If your annual gross income is between \$18,000 and \$25,000, you agree to pay the amounts based on the following chart for each \$3,000 grant

If you earn more than	But less than or equal to:	You need to pay [Your Entity] this percentage of your yearly income for each \$3,000 you receive in grants
\$18,000	\$19,000	0.125%
\$19,000	\$20,000	0.25%
\$20,000	\$21,000	0.375%
\$21,000	\$22,000	0.5%
\$22,000	\$23,000	0.625%
\$23,000	\$24,000	0.75%
\$24,000	\$25,000	0.875%
\$25,000	Above \$25,000	1.0%

Summary: If you receive \$15,000 in total grant benefits, after graduation, you agree to pay us 5% of your gross income (or less if it is between \$18,000 and \$25,000 in any year) each year for 15 years.

For these purposes, gross income includes items generally treated for this purposes for tax purposes including salary, bonuses of all kinds, exercised stock options, investment and partnership income or distributions. However, gross income would not include items such as your spouse's income or compensation, insurance proceeds, bequests or inheritances, workers compensation or disability benefits.

You agree to make these required give back payments monthly to the GBGP during the payment period. Your monthly give back payment will be calculated by you making a fair attempt at estimating your gross income for the year and multiplying that amount by your percentage and then dividing that number by 12 to obtain your monthly give back payment. Your monthly contribution is calculated to be as close as reasonably possible to 1/12th of your annual give back obligation.

Example: You are being paid \$750 per week and have no other income and your payment percentage is 5%. Your estimate of your annual income is \$750 times 52 which

equals \$39,000. You then calculate 5% multiplied by \$39,000 which equals \$1,950. Finally, you divide \$1,950 by 12 which equals \$162.50. Your monthly give back payment will be \$162.50.

Any changes in salary or other income could change the amount of give back payment you must make to the GBGP. For example, you may get a raise, which increases your income, requiring a higher give back payment. On the other hand, if the amount of money you are earning goes down, or if you lose your job, you need to notify us promptly so that you do not have to continue paying too much to the GBGP.

The ongoing success of the GBGP rests on the expectation that people with higher incomes pay [Your Entity] more than those who earn less, thereby helping more people as they go through college. If your income is high enough, you may pay more in give backs than you would have if you had instead borrowed the money as a student loan – in certain cases, much more.

Our policies and procedures for making your monthly give back payment will apply to your situation. From time to time we may change these policies and procedures to take into account efficiencies we identify or new technologies which become available.

Your promise to give back the required amounts to us once you start working after graduation is an essential part of the GBGP. If you do not follow through on your promise, we could enforce it like any other contract. **As we stated above, we cannot tell you what job to take, if any, after you graduate. The decision to work, and what job you choose, is entirely up to you.**

Community Service Obligation

From the date of this Agreement until the conclusion of your give back payment period, you agree and promise to perform volunteer, uncompensated community service for GBGP or other groups that we approve. This commitment is for 20 hours per year and may include your providing guidance and mentoring to future generations of students and participants in the GBGP.

Cumulative Give Back Payment Calculation

Your ongoing give back payment obligation will also end during the period under this Agreement if your total amount of Give Back Payments equals four times the total amount of the benefits you received from the GBGP. However, you will still have your community service obligation to be fulfilled.

Privacy and Confidentiality

We will maintain the confidentiality of your non-public information and will not disclose it to others. This means that we will not give your name or contact information to third parties for marketing or other purposes. However, we can use this information in seeking to enforce your promises made in this Agreement or as otherwise may be required by law.

SECTION VI – DEFERMENT, FORBEARANCE AND CANCELLATION

We recognize that unforeseen events in your life may cause you to have to take time off from employment after you graduate. We want to be helpful under such circumstances, if at all possible. With that in mind, we have designed the program outlined in this section.

Deferment Events Initiated by You

If you believe that events justify a deferment of your give back payment obligations under the GBGP, you can ask [Your Entity] for a deferment. For example, we would consider deferral if you join the Peace Corps; or perform other low income public service; or if you suffer a temporary total disability; or if you wish to participate in an internship of less than 3 consecutive months for which you do not receive academic credit toward your degree; or if you enroll in school full-time (during which time you are not employed on a full time basis) at an accredited college or university deemed acceptable by us. We would give consideration to deferment if some other catastrophic event occurs in your life. However, in all cases, deferment will be granted only at our sole discretion.

Deferment Procedures

To seek a deferment, you must submit a request in writing to us, by mail or electronic mail. The duration of deferment will be determined by us before you are granted deferment status. During the duration of deferment, all payments will be suspended. They will resume on the regular schedule pre-determined before the deferment. Following any period of deferment, we will extend the give back payment period under this Agreement by the number of months you are in deferment status.

Forbearance

You also can apply in writing for forbearance if you believe that paying the required contributions places an undue hardship on you or your family. You may be asked to provide additional information to support the forbearance application. Forbearance will be granted at our sole discretion but in any case for not more than 24 months. You will resume making give back payments beginning the month following any period of forbearance. Following any period of forbearance, we will extend the give back payments period under this Agreement by the number of months in forbearance status.

Deferment Initiated By Us

Rather than pursuing full-time employment at the end of a two or four year college program, you may elect to pursue an unpaid or low-paying internship, graduate school, or other program to increase your skills and earning potential. You also may need to take a few more courses to earn your associate or bachelor's degree, which may prevent you from working full-time, and will reduce the amount of your give back payments you would otherwise be able to make to us. Therefore, we may elect, at our option, to defer commencement of the give back payment period if you do not join the work force on a full time basis immediately upon your graduation from college and instead continue another course of study in college or graduate school, pursue an internship, or other program. This would have the effect of not requiring you to make give back payments while in such a post-college program, and it would extend the termination date of the give back payments period for the same amount of time as the deferment.

Example: You finish college and earn a Bachelor of Arts Degree. You then attend law school for three years, and do not have full-time employment during law school. We may defer your obligation to make give back payments for the three years you are in law school. Once you begin work as a lawyer, you would make give back payments beginning that year, and for the next fifteen years.

Cancellation

Scheduled give back payments coming due on or after the date of the following events will be forgiven and this Agreement will automatically terminate upon:

- Your Death; or
- Disability such that you are never able to hold full-time employment again, as determined in writing by an independent physician deemed acceptable to us.

Bankruptcy

Your promise to make give back payments will automatically be discharged in the event that you file for bankruptcy, and the court accepts your bankruptcy petition and this is followed by a Bankruptcy Court order discharging your give back payment obligation.

SECTION VII – ENFORCING THE RULES AND YOUR PROMISES

If you don't do what you promise to do, then we will take steps to enforce your promises and enforce the rules described in this Agreement. You can stop this from happening if you fix the problem within a set period of time.

In order for the GBGP to be successful and continue to offer students assistance for college, every participant needs to know that every other participant is following the rules. The rules are designed to insure that everyone is doing what they agreed to do and is paying what they agreed to pay. Therefore, breaking the rules is just as bad as not making your give back payment.

We wouldn't want anyone to accidentally breach these rules so we have listed the major ones. There may be other ones, so you shouldn't assume that you can do things not listed. If you do not follow these major rules and all others in this Agreement, you are breaking the rules and would be considered to have broken your promises in this Agreement.

Here are the major rules, which you must follow:

- Make give back payments as required by this Agreement
- Accurately report to us all the income you have received
- Inform us about your progress in college; tell us when you are enrolled, what courses you're taking, what grades you've received
- Tell us when you are not taking classes, have quit school, taken a reduced load, or received your diploma
- Keep us informed of where you are living and working both during and after college
- Allow us to get copies of your course schedule, grades and transcript
- Allow us to see your tax returns for as long as you have not completed your give back payments
- Work 20 hours each year on GBGP-related projects or public service projects approved by us

Also, if it turns out that anything of significance that you told us in connection with your participation in the GBGP is false or untrue, that would be considered as a violation of the rules and this Agreement.

What happens if You break the rules:

If you break the rules, we may at our option do any of the following:

- charge you late fees and penalties of \$25 for each time you are late in making your contribution; if you are late more than 3 times a year your right to participate in ongoing GBGP-related activities and benefits may be suspended or terminated, if your lateness is frequent and not corrected
- take legal steps to enforce your promises and recover our collection costs
- terminate your right to further participate in the GBGP or in GBGP-related activities.

Parts of this contract will still be in force even after most of the contract has been terminated. These include sections relating to: privacy and confidentiality, governing law, arbitration, and all sections giving rise to obligations to make give back payments and to provide information.

SECTION VIII – MISCELLANEOUS

There are a number of miscellaneous technical matters covered by this section that you should understand.

1. This Agreement is governed by the laws of the State of California.
2. You acknowledge that your obligations hereunder are personal and may not be assigned, delegated or transferred by you to anyone else and any attempt to do so will be void.
3. We can assign, pledge or otherwise transfer our rights and obligations under this Agreement without your consent and any such assignment, pledge or transfer by us will not affect our rights and responsibilities.
4. If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. A failure by us to enforce or insist on compliance with any term in this Agreement will not be a waiver of any of our rights.
5. This Agreement, and any related written material required by this Agreement, are intended by us and you as the complete and exclusive statement of the terms of our understanding about the GBGP and replaces any prior oral or written contracts between us.
6. No provision of this Agreement may be modified or waived except in writing, signed by us and only in our sole discretion.
7. All notices required under this Agreement will be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by electronic mail to the electronic mail addresses listed on the signature page, or to such other electronic or physical addresses as we or you may specify from time to time in writing.
8. You and we waive our right to seek remedies in court, including any right to a jury trial. You and we agree that in the event of any dispute arising between or among any of us or any of our affiliates arising out of, relating to or in connection with this Agreement, such dispute will be settled by arbitration to be conducted in Sacramento, California in accordance with the rules of the American Arbitration Association (“AAA”) applying the laws of California. Disputes will not be resolved in any other forum or venue. You and we agree that discovery will not be permitted (except as required by the rules of AAA and as to information required to be disclosed or permitted to be requested pursuant to this Agreement), that the arbitration award will not include factual findings or conclusions of law, and that no punitive damages will be awarded. The parties understand that any party’s right to appeal or to seek modification of rulings in arbitration is severely limited. Any award rendered by the arbitrator will be final and binding and judgment may be entered upon it in any court of competent jurisdiction in the county and state of our principal office at the time such award is rendered or as otherwise provided by law.

If you are in agreement with these terms and conditions, please date and sign this Agreement in the space provided below. We look forward to your full participation in the Give Back Grant program.

Very truly yours,

[Your Entity]

By: _____

Name: _____

Address to send all notifications:

I hereby agree with the above:

Name of Grantee: _____

Date: _____

E-mail address: _____