

Motivation Statement (Give a brief statement to support your application for this scholarship):

I have read and understand the Scholarship Agreement and Promissory Note, and agree to all its terms and conditions, including the Work Commitment to Aylo Health, LLC following completion of my program at Atria Medical Institute. In the event I terminate my employment with Aylo Health, LLC prior to completing the Work Commitment, I understand I will have a financial obligation to pay Aylo Health, LLC for all tuition and fees and it will be my responsibility to pay the amount back in full.

Student Signature: _____ **Date:** _____

SCHOLARSHIP AGREEMENT

This Scholarship Agreement (“Agreement”) is among Aylo Health, LLC (“AYLO”) and (“Student”), an individual who is a student at Atria Medical Institute (“Atria”) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. AYLO has or will make contributions to Atria to fund scholarships (“Contributions”), as described and subject to the conditions specified in this Agreement, available to defray Student’s costs of tuition, registration fees, uniforms, and one National Registry for enrollment in Atria’s Medical Assistant program (“Scholarship”).
- B. Student desires to receive, subject to the terms and conditions of this Agreement and in return for agreeing to be bound by and fulfilling all obligations of Student set forth in this Agreement, a Scholarship for enrollment in the Atria’s Medical Assistant program.

NOW, THEREFORE, in consideration of the foregoing and the exchange of mutual and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

- I. **Participation Under Terms and Conditions of the Scholarship Program.** Student is the recipient of a Scholarship in the amount of \$5375.94 under the terms and conditions of the Scholarship Program (“**Program**”). Student may continue as a Scholarship recipient for so long as Student satisfies all conditions of the Program which Student affirms include:
 - a. Student must have been admitted into the Medical Assistant program at Atria;
 - b. Student forfeits eligibility and will forfeit the Scholarship if Student withdraws or is dismissed from Atria;
 - c. Scholarship benefits are intended to defray the cost of tuition, registration fees, and one National Registry fee and uniforms associated with Student’s course of study at Atria. Student acknowledges that the Scholarship may not cover all expenses incurred by Student during a course of study;
 - d. If Student is approved for a leave of absence by Atria, Student remains eligible for the Scholarship in subsequent terms;
 - e. Within 30 days of completing Atria’s Medical Assistant program of which was funded by a Scholarship, Student will submit to the attention of AYLO’s designated representative official grade reports and graduation certificate documenting evidence of satisfactory completion of the Medical Assistant Program; and
 - f. Upon receipt of a graduation certificate funded in whole or in part by a Scholarship, Student shall become a fulltime medical assistant employee of AYLO and remain so employed for at least one (1) year.

II. Additional Obligations of Student. In consideration of Student's receipt of a Scholarship, Student shall:

- a. use Student's best efforts to dedicate adequate time to studies funded by the Scholarship and to completion of course work required for and receipt of Student's medical assistant graduation certificate;
- b. permit Atria to release Student's grades and graduation certificate to AYLO in conjunction with this Agreement;
- c. following successful graduation of the medical assistant program and completion of all registration/certification requirements, Student shall provide one (1) year of service through fulltime employment by AYLO ("**Work Commitment**");
- d. remain employed by AYLO for the entire period of the Work Commitment, leaves of absence or similar periods when Student is not working will not count towards satisfaction of the Work Commitment, and the length of an absence will extend the Work Commitment;
- e. upon advance of funds under the Scholarship, execute a promissory note substantially in the form attached to this Agreement as Exhibit A ("**Promissory Note**"), requiring payment of the full amount of the Scholarship benefits under the terms set forth in the Note, whereupon the Scholarship amount received shall be treated as a loan and shall be forgiven if Student fulfills the Work Commitment with AYLO, subject to the then applicable rules of the Internal Revenue Code concerning discharge of indebtedness income;
- f. upon any failure to commence or fulfill Student's Work Commitment, or in the event Student is dismissed or withdraws from Atria, Student shall, as of the first day of the month following such event, make prompt payment of the full amount then owing under the Promissory Note; and
- g. be solely and exclusively responsible for all reporting for income tax purposes associated with and payment of all taxes arising from Student's receipt of a Scholarship and shall hold Atria and AYLO harmless as to any attempt to collect taxes, interest, or penalties due from a Student on account of a Scholarship.

III. Representations of Student. Student represents that Student:

- a. has not been convicted of a crime or performed an act that would make she/he ineligible for employment with AYLO (Student must consent to background check and drug screen prior to beginning employment with AYLO);
- b. has had an adequate opportunity to seek financial, tax or other advice or counsel concerning the ramifications of receiving a Scholarship and the terms and conditions of this Agreement and the Promissory Note; and
- c. whether having obtained such counsel, Student desires to enter freely into this Agreement.

IV. Miscellaneous

- a. In the event of a conflict between the terms of this Agreement and Program Conditions, the terms of this Agreement shall control.

- b. This Agreement is the final and complete expression of the Parties' intent related to the subject matter of this Agreement.
- c. This Agreement shall be governed by Georgia law and may not be modified unless in a writing signed by all Parties.

Aylo Health, LLC

Student

(signature)

(signature)

(printed name)

(printed name)

(title)

_____, 20____.
(date signed)

_____, 20____.
(date signed)

EXHIBIT A

Promissory Note

The undersigned individual ("**Maker**") promises to pay to the order of Aylo Health, LLC dba Aylo Health ("**AYLO**") the Principal Amount of \$5375.94 due at the principal office of AYLO, or at such other place and time as the holder hereof may direct in writing, with interest thereon, at an annual rate equal to the prime rate reported in the Wall Street Journal on the date payments commence hereunder, plus one percent (1%) until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.

The Maker waives demand, presentment, protest, notice of protest, and notice of nonpayment or dishonor of this Note. No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Scholarship Agreement by and among Maker, Atria Medical Institute and AYLO.

AYLO shall keep a record of the loan made by it hereunder and payments of principal received by it with respect to this Note, and such record shall be presumptive evidence of the amounts owing under this Note; provided, however, the failure to do so shall not relieve the Maker of any of its indebtedness or obligations hereunder.

The Principal Sum and accumulated interest are subject to forgiveness when Maker fulfills Maker's Work Commitment. In the event Maker does not fulfill Maker's Work Commitment, the Principal Sum and accumulated interest that has not been forgiven pursuant to the terms of the Scholarship Agreement and this Promissory Note and remains due and payable shall be promptly repaid by Maker.

THE MAKER AND AYLO, BY ACCEPTING THIS NOTE, EACH AGREE AND STIPULATE THAT THE ONLY CHARGE IMPOSED UPON THE MAKER FOR THE USE OF MONEY IN CONNECTION WITH THIS NOTE IS AND SHALL BE THE INTEREST DESCRIBED IN THE FIRST PARAGRAPH HEREOF, AND FURTHER AGREE AND STIPULATE THAT ALL OTHER CHARGES IMPOSED BY AYLO ON THE MAKER IN CONNECTION WITH THIS NOTE, INCLUDING WITHOUT LIMITATION, ALL DEFAULT CHARGES, LATE CHARGES, PREPAYMENT FEES AND ATTORNEYS' FEES, ARE CHARGES MADE TO COMPENSATE AYLO FOR UNDERWRITING OR ADMINISTRATIVE SERVICES AND COSTS OR LOSSES PERFORMED OR INCURRED, AND TO BE PERFORMED OR INCURRED, BY AYLO IN CONNECTION WITH THIS NOTE AND SHALL UNDER NO CIRCUMSTANCES BE DEEMED TO BE CHARGES FOR THE USE OF MONEY PURSUANT TO THE APPLICABLE PROVISIONS OF GEORGIA CODE ANNOTATED. ALL CHARGES OTHER THAN CHARGES FOR THE USE OF MONEY SHALL BE FULLY EARNED AND NONREFUNDABLE WHEN DUE.

The Maker shall pay all expenses incurred by AYLO in the collection of this Note, including, without limitation, the reasonable fees, and disbursements of counsel to AYLO, if this Note is collected by or through an attorney-at-law.

THE MAKER AGREES THAT ALL OF ITS PAYMENT OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, UNCONDITIONAL AND, FOR THE PURPOSES OF MAKING PAYMENTS HEREUNDER, THE MAKER HEREBY WAIVES ANY RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM.

Maker acknowledges that AYLO's forgiveness of any amounts pursuant to this Note Agreement is taxable income to Maker. Maker acknowledges that, for amounts loaned to the Maker under this Promissory Note, the Maker is responsible for the applicable income tax withholding related to the amounts forgiven (both Principal and accumulated interest). AYLO shall cooperate with Maker to adjust any income tax withholdings made by AYLO to account for income from discharge of indebtedness.

Signed and delivered at _____ this ____ day of _____, 20_____.

Maker's Name: _____

Maker's Signature: _____

Address: _____