GLORIA SIDELL SCHOLARSHIP AGREEMENT

THIS GLORIA SIDELL SCHOLARSHIP AGREEMENT ("Agreement") is entered into as of this ______ day of ____________________, 20_____, by and between EEG, INC., a Pennsylvania corporation ("Empire"), and _______________________________________________ ("Student").

Student has executed an enrollment agreement ("Enrollment Agreement") with Empire for enrollment in a program that is offered by Empire ("the Program") and if eligible, Student has applied for student financial assistance from the federal government or a third-party provider ("Student Financial Assistance") in order to pay for such Program. Empire wishes to offer student a Gloria Sidell Scholarship ("Scholarship") to cover tuition for the Program that must be paid by Student in addition to the amount, if any, that Student receives as Student Financial Assistance in return for Student’s commitment to work as a full-time Program teacher with salary and benefits commensurate with other full-time Program teachers at the Empire school in which Student completed the Program or an Empire school located anywhere within a forty (40) mile radius of the Empire school in which Student completed the Program for a two (2) year period after Student’s completion of the Program. Student wishes to enter into a commitment with Empire to work as a teacher for Empire so that Student may obtain this supplementary financial assistance that Empire is offering to Student through the Gloria Sidell Scholarship program.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants, terms and conditions set forth herein, intending to be legally bound hereby, the parties agree as follows:

1. **Student Financial Assistance Application.** Student represents and warrants that, if eligible, Student will apply for Student Financial Assistance and Student’s application for Student Financial Assistance will be true and correct in all respects.

2. **Gloria Sidell Scholarship.** Upon Student’s receipt of the Student Financial Assistance for which he/she has applied pursuant to Section 1 above, Student will advise Empire of the amount of the Student Financial Assistance Student will receive and Empire will commit to pay on behalf of the Student any additional tuition amounts at such current rates in effect at the time of Student’s enrollment in the Program that are required by Empire in order for Student to complete the Program for which Student has enrolled. Any equipment required for the Program, including, with out limitation, books and kits, are not included as items covered by the Scholarship and all costs of the same shall be paid by the Student.

3. **Teaching Obligation: Teaching Position Unavailable.** In return for the Scholarship, Student shall have an obligation to Empire to work as a full-time Program teacher with salary and benefits commensurate with other full-time Program teachers at the Empire school in which Student completed the Program or any Empire school within a forty (40) mile radius of the Empire school in which Student completed the Program for a two (2) year period after Student’s completion of the Program (the “Teaching Obligation”). Prior to Student’s completion of the Program, Empire shall advise Student of whether Empire has a teaching position available to offer to the Student and the Empire school in which the teaching position id available. If Empire does not have such a position available to offer to the Student at the time that Student completes the Program, Student will not be obligated to repay to Empire any amount of the Scholarship that was provided to the Student by Empire.

4. **Student’s Failure to Fulfill Obligations.** Upon Student’s completion of the Program and Empire’s request for Student to fulfill the Teaching Obligation, Student must advise Empire if Student intends to fulfill his/her Teaching Obligation or any portion thereof. If Student advises Empire that he/she will not complete the Teaching Obligation or otherwise fails to teach at the School upon completion of the Program, Student agrees that he/she will repay to Empire the entire Scholarship that was paid to Student. Further, after commencement of the Teaching Obligation, if Student fails to fulfill any portion of the Teaching Obligation, Student agrees that he/she will repay to Empire the pro rated portion of the Scholarship representing the period of time of the two (2) year commitment during which Student fails to perform the Teaching Obligation.

5. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the principles thereof relating to conflict of laws. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties with respect to the Gloria Sidell Scholarship. The Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

EEG, INC:

By: ____________________________  
School Administrator

STUDENT:

______________________________  
Student Signature

______________________________  
Print Name