



APPROVAL FOR SIGNATURE

Date: October 31, 2018
Contract Name: ~~St. Jones Christian Academy~~ ^{the} Learning House
Contract Number: GC-2109 (Addendum #2)
Attorney: Pamela Langham
Contact Department: Office of the Provost
Contact Name: Dr. Ellenberg

The attached agreement is approved for form and legality.
 Please return the signed original of the agreement to our office for final handling.

Thank you.

Provost Office

OCT 31 2018

Academic Affairs



**ADDENDUM NO. 2
TO
EDUCATION AND MANAGED SERVICES AGREEMENT**

Client Information:					
Name:	University of West Florida Board of Trustees, a public body corporate of the state of Florida (" Client ")				
Address:	11000 University Parkway, Building 10, Pensacola, FL 32514				
Attention:	Office of the Provost				
Telephone:	(850)474-2501	Fax:	N/A	Email:	gellenbe@uwf.edu
TLH Information:					
Name:	The Learning House, Inc., a Kentucky corporation (" TLH ")				
Address:	427 South Fourth Street, Suite 300, Louisville, KY 40202				
Attention:	Todd R. Zipper, President & Chief Executive Officer				
Telephone:	(502) 589-9878	Fax:	(502) 589-9825	Email:	tzipper@learninghouse.com

THIS ADDENDUM NO. 2 (the "**Addendum**") to the Agreement (as defined below) is made and entered into as of October 29, 2018 by and between Client and TLH.

WHEREAS, Client and TLH are parties to that certain Education and Managed Services Agreement dated August 31, 2018 (the "**Agreement**"); and

WHEREAS, Client and TLH desire to amend and add to the Agreement as provided in this Addendum.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Addendum.

II. **AMENDMENT AND ADDITION OF EXHIBIT A:** The Agreement is hereby amended by adding Exhibit A as follows:



Exhibit A
to
Education and Managed Services Agreement

PARTNER PLUS

The parties hereby agree that TLH, its successors and assignees, including successors and assignees as part of a merger or acquisition shall conduct partnership marketing. TLH shall conduct what is commonly referred to as the Partner Plus Program to function as an additional lead source for Client as follows:

I. BACKGROUND.

A. Partner Plus is a program managed by TLH that is geared toward bringing together employers and educators to create better workforce outcomes, drive new student growth in Client programs, and offer valuable education benefits to employees of Partner Plus organizations. This program pairs employers with institutions of higher education (“institutions”) who are interested in providing education benefits to employees, students and members of the organizations. These employers and organizations include corporations, associations, community colleges, and local organizations, collectively “organizations”.

B. TLH has a consortium of institutions that offer Partner Plus organizations a minimum 10% tuition reduction or comparable scholarship in their degree programs.

C. Additionally, TLH also provides marketing and field support to bolster an individual institution’s preexisting and new business-to-business partnership(s) in order to fully realize the student enrollment potential from said partnership(s). TLH’s field operations team will work closely with the institution to supplement and build upon preexisting partnerships and will also work to enhance the institution’s partner portfolio by adding new business-to-business opportunities where appropriate.

II. TLH OBLIGATIONS FOR PARTNER PLUS PROGRAM.

A. Market Client programs and generate qualified leads. All leads generated through Partner Plus are exclusively owned by TLH.

B. Provide an updated list of companies participating in Partner Plus program on a periodic basis.

C. Work with Client to enhance the relationship with preexisting partners of Client.

D. Work to secure new partner organizations that will drive new student enrollment numbers to Client programs and Partner Plus programs.

E. Work with all partner organizations to develop plans for effective outreach campaigns to current and prospective partners.



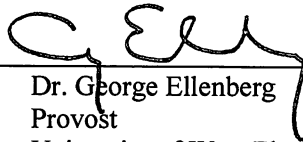
IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first written above.

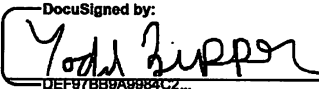
"Client"

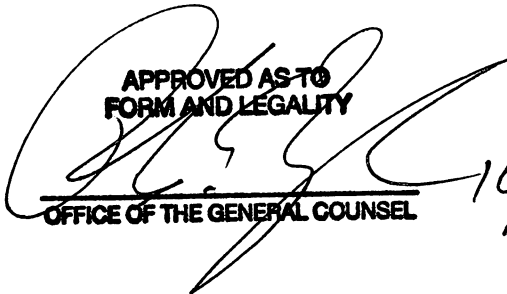
"TLH"

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES (A PUBLIC BODY CORPORATE OF THE STATE OF FLORIDA)

THE LEARNING HOUSE, INC.

By: 
Dr. George Ellenberg
Provost
University of West Florida

DocuSigned by:
By: 
Todd R. Zipper
President & Chief Executive Officer


**APPROVED AS TO
FORM AND LEGALITY**
OFFICE OF THE GENERAL COUNSEL 10/30/18



III. **CLIENT OBLIGATIONS FOR PARTNER PLUS PROGRAM.**

A. Client agrees to offer students that come from Partner Plus at least a 10% reduction or comparable scholarship on the published tuition to all enrollees that result from leads generated through Partner Plus.

B. Client agrees to identify or tag Partner Plus student in application and/or student information systems for efficient invoicing.

C. Client agrees to provide a full and complete list of all business-to-business partnerships it has currently, and update said list quarterly.

D. Client agrees to work with TLH's field operations team to provide the necessary and timely support and approvals in order to facilitate success in developing organization partnerships and marketing Client programs

III. **REAFFIRMATION OF OTHER TERMS AND CONDITIONS.** Except as expressly modified by this Addendum, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by Client and TLH as if fully set forth herein.

IV. **COUNTERPARTS.** This Addendum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum as to the parties, and may be used in lieu of the original Addendum for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

~~20200303 12:01:13 PM EST TO: 101790~~

[END OF TEXT; SIGNATURE PAGE FOLLOWS]