

PROMOTION AND LICENSE AGREEMENT

THIS PROMOTION AND LICENSE AGREEMENT (this "Agreement"), is made this 30 day of June, 2015, by and between the Fraternal Order of Police ("FOP") a Pennsylvania corporation having its principal place of business at 701 Marriott Drive, Nashville, Tennessee 37214 and Union Institute & University ("University"), a non-profit corporation having its principal place of business at 440 E. McMillan St., Cincinnati, OH 45206-1925.

RECITALS

Whereas, FOP is the world's largest organization of sworn law enforcement officers, with over 325,000 members ("FOP Members"); and

Whereas, FOP has developed a program, known as the FOP University Consortium, consisting of various participating institutions of higher education through which FOP Members can pursue higher education at affordable and/or discounted rates;

Whereas, University is regionally accredited institution of higher education, offering bachelor's and master's degrees; and

Whereas, University desires to join the FOP University Consortium to market its educational services (the "Services"); and

Whereas, FOP desires to cooperate with University to market the Services to FOP Members on the terms and conditions set forth herein; and

Whereas, FOP is the owner of the registered United States trademarks listed on Exhibit "A" attached hereto, as well as the FOPU logo, defined herein (collectively, the "Trademarks"); and

Whereas, University is desirous of using the Trademarks solely in connection with University's participation in the FOP University Consortium (the "Permitted Use"), and on such terms as are further set forth herein;

NOW, THEREFORE, for good and adequate consideration and for the mutual promises set forth herein, the parties agree as follows:

1. Recitals Incorporated.

The above Recitals are hereby incorporated into this Agreement.

2. Responsibilities of the Parties.

In furtherance of the purposes set forth in this Agreement, each of the parties hereto agrees to undertake the specific responsibilities set forth in this Section 2, together with the other obligations set forth in this Agreement.

(A) Responsibilities of University.

(i) University shall provide to FOP Members the opportunity to enroll in University's academic programs at a standard discounted rate, or other rate substantially below the market rate offered to other applicants, which may be separately set forth in Exhibit B hereto.

(ii) University shall make its programs available to FOP Members online without the requirement that FOP Members attend in-person classes in order to complete their degree program(s). University's program offerings for FOP Members may be separately set forth in Exhibit B hereto.

(iii) University shall annually report to the FOP listing the number of FOP Members enrolled in University's programs.

(iv) University shall pay the annual Sponsor fee. Payment shall be made within thirty (30) days of receipt of an invoice from the National Fraternal Order of Police set forth in Section 4 of this Agreement.

(v) University shall at all times maintain regional accreditation through an accrediting agency recognized by the U.S. Department of Education.

(B) Responsibilities of FOP.

(i) FOP shall provide a regular advertising space in its publication, the FOP Journal, featuring all participants in the FOP University Consortium.

(ii) FOP shall provide University with the opportunity to purchase additional advertising space in the FOP Journal at a reduced price, which shall be approximately half the price of normal advertising rates for the publication.

(iii) FOP shall promote the FOP University Consortium in no less than four (4) annual mass email distributions to FOP Members.

(iv) FOP shall include on its website a promotional page or link to the FOP University Consortium, with an individual listing for each university participating therein (including University), as well as the appropriate landing page or hyperlink to University's website.

(v) FOP shall work in good faith to develop a logo for use by participants in the FOP University Consortium (the "FOPU logo"), which upon completion shall be available for University's use pursuant to the license granted by this Agreement.

(vi) FOP shall offer to University, as well as to other participants in the FOP University Consortium, one (1) booth at the EXPO held in conjunction with FOP's National Biennial Conference at no cost.

(vii) FOP shall permit the appropriate University representative(s) to purchase a pocket insert branded with the FOPU logo from the FOP's officially licensed vendor.

(viii) FOP shall inform University of upcoming events of State Fraternal Order of Police Lodges, provide to University contact information for State Lodges, and encourage State Lodges to allow members of the FOP University Consortium to participate in State Lodge events.

(ix) FOP shall promote all members of the FOP University Consortium in the National Biennial Conference Book, and provide all members of the FOP University Consortium with the opportunity to purchase additional advertising space in the National Biennial Conference Book.

(x) FOP shall publish at least one article per year in the FOP Journal promoting the FOP University Consortium under a National Executive Board Member's byline.

(xi) FOP shall provide University with the opportunity to present one (1) law enforcement related webinar per year, which shall be promoted by FOP via email, Facebook, and the FOP website.

3. Grant of License.

In consideration of the mutual promises set forth herein, and for the purpose of advancing the mutual relationship between both parties, FOP grants to University a limited, non-exclusive, and nontransferable license to use the Trademarks solely for the Permitted Use, and subject to the terms and conditions hereof. No other right or license is granted by FOP to University, either express or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to FOP. University shall not use the Trademarks in any manner not specifically authorized by this Agreement.

4. Licensing Fee.

As consideration for the license granted in Section 3 above and the other mutual promises contained herein, University agrees to pay a Partner Fee to FOP in the amount of Five Thousand Dollars (\$5,000.00) per calendar year during the Term or any Extended Term of this Agreement.

5. Additional Terms of License.

(A) University agrees to (i) use the Trademarks with appropriate legends as prescribed from time to time by FOP; and (ii) not use any trademark or service mark of any person or entity not party to this Agreement in combination with any of the Trademarks without the prior written approval of FOP.

(B) University shall at no time adopt or use, without FOP's prior written consent unless otherwise provided herein, any variation of the Trademarks, including translations, or any mark likely to be similar to or confusing with the Trademarks.

(C) FOP's Trademarks may not be presented or used: (i) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, FOP or any FOP representative, agent, personnel or affiliate, (ii) in a manner that is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable, in all cases subject to FOP's sole discretion, (iii) in connection with any material that infringes the trademark, copyright or any other rights of any third party, (iv) as part of a name of a product or service of a company other than FOP, or (v) in a manner that infringes, derogates, dilutes, or impairs the rights of FOP in such Trademarks. University may not undertake promotional activity that could give the appearance of an endorsement by the FOP of a specific product, service, or company other than as provided for herein.

(D) All use of any Trademarks licensed in this Agreement shall inure to the benefit of and be the property of FOP.

(E) University shall not contest FOP's ownership of the Trademarks or University's obligation to assign any rights hereunder including any rights University may create in the Trademarks. University shall not contest or impair these rights, either directly or indirectly, or in any way assist others to contest or impair the same and hereby expressly acknowledge FOP's superior rights. This obligation shall survive any termination of this Agreement.

6. Term.

(A) The Term of this Agreement shall commence effective on the date of execution specified in the first paragraph of this Agreement and shall remain in effect for a period of one (1) year, unless sooner terminated in accordance with the provisions hereof.

(B) Upon the expiration of the initial one (1) year term, this Agreement shall automatically renew for an Extended Term of one (1) year, unless either party provides thirty (30) days written notice of non-renewal, with or without cause, on or before the initial date of expiration. This Agreement shall thereafter continue and shall automatically renew in the same manner, and subject to the same non-renewal provision, for successive Extended Terms of one (1) year each thereafter, unless any Extended Term is sooner terminated in accordance with the provisions hereof.

7. Termination.

(A) Either party shall have the right to terminate this Agreement, with or without cause, upon sixty (60) days notice to the other party.

(B) In the event either party fails to perform any of its respective obligations under this Agreement, the other party may terminate this Agreement upon thirty (30) days' prior written notice, provided that the nonperforming party shall not have remedied such failure to the other party's reasonable satisfaction within such thirty (30) day period.

(C) FOP may, in its sole discretion, terminate all or part of this Agreement in the event that:

(i) University at any time fails to continue the active marketing of the Services to FOP Members; or

(ii) University at any time loses accreditation or is subject to administrative action which, in FOP's discretion, places in jeopardy University's continuing accreditation.

(iii) University files a petition in bankruptcy or is adjudged bankrupt, or if a petition in bankruptcy is filed against University, or if University becomes insolvent, or makes an assignment for the benefit of creditors, or if University discontinues its business or if a receiver is appointed for University or University's business who is not discharged within sixty (60) days.

(D) Upon the expiration of the Term or any Extended Term of this Agreement, or any earlier termination of this Agreement for any reason:

(i) All rights granted to University hereunder shall automatically revert to FOP and University shall execute any and all documents evidencing such automatic reversion;

(ii) University shall immediately discontinue all use of the Trademarks and any mark(s) confusingly similar thereto; and

(iii) University shall, within sixty (60) days of the date of termination, provide to FOP a complete accounting of Net Sales from the first date of the calendar quarter following the last calendar quarter(s) for which the Licensing Fee was paid and through the date of termination, together with payment of the Licensing Fee then due and owing.

8. Indemnification; Insurance.

(A) University shall indemnify, hold harmless, and defend (and pay any and all other expenses and attorney's fees, in connection therewith) FOP and its officers, directors, agents, and employees, from and against any and all liability, loss, claims, and/or actions arising out of:

(i) Any alleged unauthorized use of any patent, trademark, design, or copyright (except as to any right licensed hereunder) by University;

(ii) Any alleged libel or slander against, or invasion of, the right of privacy or publicity or any other similar right of any third party (except as to any right licensed hereunder); and/or

(iii) Any alleged defect in any goods sold by and/or through University and/or the University's provision of Services to anyone, and any claim by a third party resulting from University's breach or alleged breach of any term or condition of this Agreement.

(B) University warrants that it shall at all times maintain, at its sole cost and expense, Liability Insurance containing such coverage(s) and in such amount(s) as are commercially reasonable in University's industry and consistent with University's indemnification obligations under this Agreement.

9. General.

(A) University shall make no assignment, pledge, or hypothecation of this Agreement or its performance thereunder without the express written permission of FOP.

(B) Any notice or statement by any party shall be deemed to be sufficiently given when sent by receipted facsimile with a copy by prepaid, certified mail, return receipt requested, to the notified party at its address set forth below:

(i) If to FOP:

GRAND LODGE, FRATERNAL ORDER OF POLICE
701 Marriott Drive
Nashville, TN 37214
ATTENTION: National Secretary
Fax: (615) 399-0400

and to:

GRAND LODGE, FRATERNAL ORDER OF POLICE
4653 Redwood Drive
Myrtle Beach, SC 29588
ATTENTION: National President
Fax: (813) 293-5386

and to:

Larry H. James, Esq.
Crabbe, Brown & James, LLP
500 South Front Street, Suite 1200
Columbus, OH 43215
Fax: (614) 229-4559

(ii) If to University:

Union Institute & University
440 E. McMillan St.
Cincinnati, OH 45206-1925
ATTN: V.P. -- Finance/CFO
Fax: (513) 861-9958

Union Institute & University
440 E. McMillan St.
Cincinnati, OH 45206-1925
ATTN: V.P. -- Enrollment Management
Fax: (513) 487-1252

These addresses shall remain in effect unless another address is substituted by written notice.

(C) This Agreement shall be deemed entered into in the State of Ohio and shall be construed and governed solely by the laws of such State, except to the extent that the choice-of-law rules of that State would result in the application of the law of any other State. The parties hereto shall restrict themselves exclusively to the jurisdiction of the courts within the State of Ohio for any controversy between them and arising out of this Agreement.

(D) No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party by their respective proper officers duly authorized to do so.

(E) The Article titles of this Agreement are inserted for convenience only and shall not be construed as limiting in any manner. The definitions provided in this Agreement are referred to by fully capitalizing such definitions throughout this Agreement. The definitions of such terms are understood to be applicable to both singular and plural uses of such defined terms.

(F) The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation of any other party to this Agreement. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making such waiver.

(G) Notwithstanding any provision to the contrary, University hereby acknowledges that monetary damages may not provide a remedy in the event of University's breach of this Agreement. Therefore, in addition to any other rights of FOP, University grants to FOP the right to enforce this Agreement by filing suit or otherwise resorting to court process to obtain an injunction, both mandatory (specific performance) and preventive, without the necessity of obtaining any form of bond or undertaking whatsoever. University expressly agrees that FOP is entitled to such injunction and waives any claim or defense that damages may be adequate or that may otherwise preclude injunctive relief.

(H) University is an independent entity and neither University nor its agents, or employees shall be considered employees or agents of FOP. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between FOP and University. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.

(I) This Agreement may be signed in two or more counterparts, each of which shall be an original. A signature delivered by facsimile or other electronic means shall be deemed an original.

(J) The preamble to this Agreement is hereby incorporated and by this reference shall hereby become part of this Agreement as if set forth herein word for word.

(K) The parties agree that each has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.

(L) The parties to this Agreement shall at any and all times, upon request by the other party, or its legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefor.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the day and year first above written.

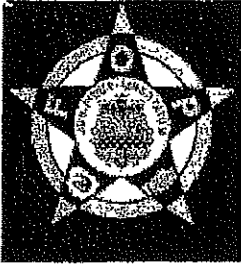
Fraternal Order of Police
By: Chuck Canterbury
Chuck Canterbury, President

Attest: Patrick Yoes
Patrick Yoes, Secretary

Union Institute & University
By: Jon Mays 6/30/15
Name: Jon Mays
Title: Vice President - Enrollment Management

EXHIBIT A - TRADEMARKS

MARK:



Description:

FOP JUS FIDUS LIBERTATUM

MARK:

FRATERNAL ORDER OF POLICE

Description:

FRATERNAL ORDER OF POLICE (*word mark*)

EXHIBIT B – TUITION RATES AND PROGRAM OFFERINGS FOR FOP MEMBERS

Union Institute & University proudly offers the following scholarship to Fraternal Order of Police members.

Undergraduate Programs:

Eligibility: FOP members who are admitted into one of Union Institute & University's undergraduate degree programs. Scholarship will not be retroactively applied to past coursework.

Amount of Scholarship: \$100 per credit hour for the student's first 30 credit hours at Union Institute & University (maximum scholarship is \$3,000). Scholarship is valid for undergraduate studies only.

Master's Degree Programs:

Eligibility: FOP members who are admitted into one of Union Institute & University's master's degree programs. Scholarship will not be retroactively applied to past coursework.

Amount of Scholarship: \$50 per credit hour for the student's first 30 credit hours in their master's degree program at Union Institute & University (maximum scholarship is \$1,500). Scholarship is valid for master's degree studies only.

Requirements for Undergraduate and Master's Level Scholarship

1. Acceptance and enrollment into an undergraduate/master's degree program at Union Institute & University.
2. Continuous enrollment (must register each fall and winter semester; student may, but is not required to, register for the spring/summer semester).
3. Student may be enrolled either full-time or part-time in their program.
4. Student must maintain a 3.0 GPA while at Union Institute & University.
5. Student must maintain satisfactory academic progress.
6. This scholarship may be used in conjunction with employer tuition reimbursement or state and federal grants. This scholarship may be reduced or eliminated if the total of state and federal grants, restricted to tuition and fees, and Union Institute & University scholarship exceeds the total of tuition and fees for the term.
7. May not be used in conjunction with other Union Institute & University scholarships.
8. Students must submit proof of being a member of the FOP.