

**AMENDED MEMORANDUM OF UNDERSTANDING**

**Program Articulation**

*by and between*

**Ivy Bridge College of Tiffin University**

*and*

**Utica College**

This Amended Memorandum of Understanding ("Amended MOU") is made and entered into as of December 9, 2011 by and between Ivy Bridge College of Tiffin University ("IBC") and Utica College ("UC") to effect the following amendment to that certain Memorandum of Understanding entered into by and between IBC and UC and effective as of 6/13/2008 ("MOU"), all on the terms and conditions set forth herein. All capitalized terms in this Amended MOU shall have the meanings ascribed to them in the MOU unless otherwise specifically set forth herein.

**Amendment:**

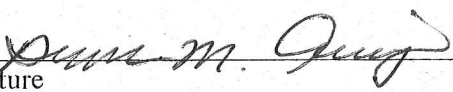
The parties desire to enter into this Amended MOU in consideration of the promises and obligations herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by IBC and UC. The parties hereby agree as follows:

1. **The following paragraph shall be added following the paragraph and section entitled "Term":**

**"IBC Independence and Assignment**

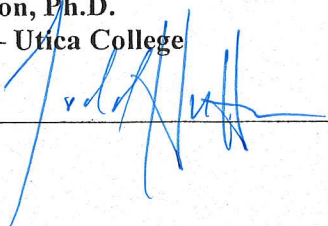
1. UC agrees and understands that (a) Tiffin is engaging in combined efforts with Altius Education, Inc. to create an organizationally independent entity that is separately accredited by a U.S. Department of Education recognized regional accrediting body and is comprised of, among other things, the degree programs referred to herein (such organizational independence and separate accreditation shall be referred to herein as "Independence"), (b) Independence will not result in a material change to the degree programs, or the academic and admissions standards related thereto, and (c) upon the occurrence of Independence this MOU shall automatically be assigned to Altius University, LLC, d/b/a Altius University, d/b/a Ivy Bridge College of Altius University (and as of Independence all references to Ivy Bridge College of Tiffin University shall be references to Ivy Bridge College of Altius University) without further action of Tiffin, IBC or UC."

**Seyed Amiry,**  
**Campus Executive Officer – Ivy Bridge College of Tiffin University**

Signature 

Date 2/14/12

**Todd Hutton, Ph.D.**  
**President – Utica College**

Signature 

Date 2/2/12