

IN CONSIDERATION of the mutual promises contained in this Second Addendum, and in consideration of the sum of \$5.00 paid by UPEI to CanWell (the receipt and sufficiency of which is hereby acknowledged), the parties hereby mutually agree as follows.

1. Pursuant to section 5.1(d) of the UCE Agreement, UPEI, through its Faculty of Business, agrees to offer the following Program at UCE: Master of Business Administration in Global Leadership (the "MBAGL Program").
2. The tuition fee for the MBAGL Program per student at the Cairo campus for the 2019-2020 cohort shall be \$20,000 CAD for Egyptian students and \$30,000 CAD for non-Egyptian students. The tuition fee may be amended from time to time ~~at the sole discretion of UPEI.~~ *with the agreement of both parties. JMS*
3. Section 10.2 of the UCE Agreement is hereby amended in part, and Canwell shall pay to UPEI the greater of \$1,500 CAD per student registered in the MBAGL Program or 15 percent of the tuition fees of all students registered in the MBAGL Program. Amounts shall be paid to UPEI in CAD dollars.
4. Canwell shall pay for costs of all instructors for the MBAGL Program regardless of whether the instructor is from UPEI or hired locally or internationally. All instructors shall be vetted by, and subject to the approval of, UPEI in its sole discretion. For all faculty and instructors from UPEI, these costs paid by Canwell shall include the cost of travel and accommodation as well as an honorarium.
5. Canwell shall pay the cost of the Program Coordinator to be hired by UPEI and based in Cairo, Egypt, for managing the MBAGL Program.
6. The parties agree that all other terms, conditions and provisions of the UCE Agreement, as amended by the First Addendum and the Second Addendum, shall continue in force.
7. This Second Addendum shall be binding upon, and ensure to the benefit of, the parties and their respective permitted successors and assigns.