
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): November 3, 2014

Learning Tree International, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of Incorporation)

0-27248
(Commission File Number)

95-3133814
(IRS Employer
Identification Number)

1831 Michael Faraday Drive
Reston, Virginia 20190
(Address of principal executive offices)

(703) 709-9119
(Registrant's Telephone Number)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 3, 2014, Learning Tree International, Inc. (the “Company”) appointed Gregory L. Adams, P. Eng. as its Chief Operating Officer, effective immediately. Mr. Adams has been serving as Senior Vice President, Instructor Relations and Quality for the Company’s wholly-owned subsidiary, Learning Tree International USA, Inc. (“Learning Tree USA”), since November 2013.

Mr. Adams, age 66, has over 40 years of professional experience including directing and managing various facets of customer satisfaction and consulting, software architecture, design and development for public and private companies ranging in size from start-ups to \$14 billion in sales. Mr. Adams joined Learning Tree USA in November 2013 as its Vice President, North America Instructor Relations and then later became Senior Vice President, Instructor Relations and Quality in April 2014. From 1995 to 2013, Mr. Adams was an Independent Consultant, Learning Tree Instructor and a Learning Tree course author. Prior to joining the Company, from 1986 to 1995 Mr. Adams was a Co-Founder, Vice-President and President of International Digital Scientific Inc., a technology consulting company that provided system migration and modernization services to companies that included many Fortune 500 clients.

In connection with the appointment of Mr. Adams as Chief Operating Officer, the Company and Mr. Adams entered into a new Employment Agreement, dated November 06, 2014 (the “2014 Employment Agreement”), which replaces Mr. Adams’ existing Employment Agreement, dated November 11, 2013, with Learning Tree USA. Pursuant to the terms of the 2014 Employment Agreement, Mr. Adams will receive an annual salary of \$275,000. The 2014 Employment Agreement provides that Mr. Adams’s employment with the Company is “at-will”. In addition, the 2014 Employment Agreement provides that Mr. Adams will not, during his employment or at any time thereafter, disclose any confidential and proprietary information about the Company. The terms of the 2014 Employment Agreement also provide that Mr. Adams will not for a period of two years (i) disclose the names, addresses or any other information pertaining to the Company’s customers, (ii) call on, solicit, or attempt to take away or do business with any customers of the Company, either for himself or for any other person, firm or corporation in competition with the Company or (iii) solicit or hire any person or entity who is an employee or subcontractor of the Company. The foregoing summary of the 2014 Employment Agreement is qualified in its entirety by reference to the full text of the 2014 Employment Agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein. In addition, Mr. Adams will be eligible to participate in the Company’s Corporate Management Incentive Plan with an at-target incentive compensation equal to 20% of his annual base salary.

There is no arrangement or understanding, other than the 2014 Employment Agreement, between Mr. Adams and any other person pursuant to which Mr. Adams has been selected an officer of the Company. Other than his compensation arrangements for prior service as a course instructor and author for the Company, Mr. Adams has not engaged in any transaction exceeding \$120,000 with the Company and does not have a family relationship with any director or executive officer of the Company.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 3, 2014, the Board of Directors adopted an amendment to Article IV, Section 4 of the Company's Bylaws, as amended (the "Bylaws"), to provide that the Company's President no longer must also serve as the Chief Operating Officer of the Company (the "Amendment"). The Amendment became immediately effective on November 3, 2014.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

No.

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| 3.2 | Bylaws of Learning Tree International, Inc., as amended on November 3, 2014 |
| 10.1 | Employment Agreement by and between Learning Tree International, Inc. and Gregory L. Adams dated November 6, 2014 |
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 6, 2014

LEARNING TREE INTERNATIONAL, INC.

By: /s/ MAX SHEVITZ

Max Shevitz

President

LEARNING TREE INTERNATIONAL, INC.

BYLAWS

(as amended through November 3, 2014)

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BYLAWS

OF

LEARNING TREE INTERNATIONAL, INC.
(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the city of Dover, County of Kent, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special Meetings of the stockholders may be called by the Board of Directors, Chairman of the Board or the President, or by the Secretary at the request in writing of stockholders beneficially owning at least 20% of all issued and outstanding common stock of the Corporation entitled to vote at the meeting. Upon request in writing to the Chairman of the Board, the President, any Vice President or the Secretary by any such person or persons (other than the Board) entitled to call a special meeting of stockholders, the officer forthwith shall cause notice to be given to the stockholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within 20 days after the receipt of the request, such person or persons entitled to call the meeting may give the notice.

Section 4. Notice of Meetings. Written notice of the place, date, and time of all meetings of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation.

Section 5. Quorum; Adjournment. At any meeting of the stockholders, the holders of a majority of all the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or the Certificate of Incorporation. If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time without notice other than announcement at the meeting, until a quorum shall be present or represented.

When a meeting is adjourned to another place, date, or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 6. Proxies and Voting. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise provided herein or required by law or the Certificate of Incorporation.

All voting, including on the election of directors but excepting where otherwise provided herein or required by law or the Certificate of Incorporation, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or such stockholder's proxy, a stock vote shall be taken. Every stock vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the

procedure established for the meeting. Every vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or the Certificate of Incorporation, all other matters shall be determined by a majority of the votes cast.

Section 7. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in such stockholder's name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 8. Actions by Stockholders. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. Number and Term of Office.

(a) The Board of Directors shall consist of eight (8) members. Such set number of directors may be changed from time to time by resolution of the Board of Directors, except as otherwise provided by law or the Certificate of Incorporation. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

(b) The Board of Directors shall be divided into three classes, as nearly equal in numbers as the then total number of directors constituting the entire Board permits with the term of office of one class expiring each year. As designated in a written consent of the Shareholders dated August 29, 1995, directors of the first class shall be elected to hold office for a term expiring at the next succeeding annual meeting, directors of the second class shall be elected to hold office for a term expiring at the second succeeding annual meeting and directors of the third class shall be elected to hold office for a term expiring at the third succeeding annual meeting. Subject to the foregoing, at each annual meeting of stockholders the successors to the class of directors whose term shall then expire shall be elected to hold office for a term expiring at the third succeeding annual meeting.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director or by the stockholders entitled to vote at any Annual or Special Meeting held in accordance with Article II, and the directors so chosen shall hold office until the next Annual or Special Meeting duly called for that purpose and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. The first meeting of each newly-elected Board of Directors shall be held immediately following the Annual Meeting of Stockholders and no notice of such meeting shall be necessary to be given the newly-elected directors in order legally to constitute the meeting, provided a quorum shall be present. Regular meetings of the Board of Directors may be held without notice at such time and such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or a majority of the directors then in office.

Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. Meetings may be held at any time without notice if all directors are present or if all those not present waive such notice in accordance with Section 2 of Article VI of these Bylaws.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board Without a Meeting. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the directors then in office, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified

member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent allowed by law and provided in the Bylaw or resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid for their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Removal. Unless otherwise restricted by the Certificate of Incorporation or Bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be appointed by the Board of Directors and shall consist of a Chairman of the Board or a President, or both, a Secretary and a Treasurer (or a position with the duties and responsibilities of a Treasurer). The Board of Directors may also appoint one or more vice presidents, assistant secretaries or assistant treasurers, and such other officers as the Board of Directors, in its discretion, shall deem necessary or appropriate from time to time. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. Election; Term of Office. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall elect a Chairman of the Board or a President, or both, a Secretary and a Treasurer (or a position with the duties and responsibilities of a Treasurer), and may also elect at that meeting or any other meeting, such other

officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors together with the powers and duties customarily exercised by such officer; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may at any time, with or without cause, by the affirmative vote of a majority of directors then in office, remove any officer.

Section 3. Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall be the chief executive officer of the Corporation. The Chairman of the Board shall preside at all meetings of the stockholders and the Board of Directors and shall have such other duties and powers as may be prescribed by the Board of Directors from time to time.

Section 4. President. The President shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have and exercise such further powers and duties as may be specifically delegated to or vested in the President from time to time by these Bylaws or the Board of Directors. In absence of the Chairman of the Board or in the event of his inability or refusal to act, or if the Board has not designated a Chairman, the President shall perform the duties of the Chairman of the Board, and when so acting, shall have all of the powers and be subject to all of the restrictions upon the Chairman of the Board.

Section 5. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The vice presidents shall perform such other duties and have such other powers as the Board of Directors or the President may from time to time prescribe.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board

of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, or the Secretary, and shall have the authority to perform all functions of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 8. Treasurer. The Treasurer shall be the Chief Financial Officer, shall have the custody of the corporate funds and securities, shall keep complete and accurate accounts of all receipts and disbursements of the Corporation, and shall deposit all monies and other valuable effects of the Corporation in its name and to its credit in such banks and other depositories as may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers and receipts for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall, when and if required by the Board of Directors, give and file with the Corporation a bond, in such form and amount and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of his or her duties as Treasurer. The Treasurer shall have such other powers and perform such other duties as the Board of Directors or the President shall from time to time prescribe.

Section 9. Assistant Treasurers. Except as may be otherwise provided in these Bylaws, Assistant Treasurers, if there be any, shall perform such duties and have such powers

as from time to time may be assigned to them by the Board of Directors, the President, or the Treasurer, and shall have the authority to perform all functions of the Treasurer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Treasurer.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board or the President or a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation.

Section 2. Signatures. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the

Corporation, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be cancelled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person Registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the law.

Section 7. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, the President, any Vice President or the Secretary and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to

be given to any director, member of committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable and such notice shall be deemed to be given at the time of receipt thereof if given personally or at the time of transmission thereof if given by telegram, telex or cable.

Section 2. Waiver of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws to be given to any director, member or a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting or by any Committee of the Board of Directors having such authority at any meeting thereof, and may be paid in cash, in property, in shares of the capital stock or in any combination thereof. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All notes, checks, drafts and orders for the payment of money issued by the Corporation shall be signed in the name of the Corporation by such officers or such other persons as the Board of Directors may from time to time designate.

Section 3. Corporation Seal. The corporate seal, if the Corporation shall have a corporate seal, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII
DIRECTORS' LIABILITY AND INDEMNIFICATION

Section 1. Directors' Liability. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such a director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the Delaware General Corporation Law is amended hereafter to further eliminate or limit the personal liability of directors, the liability of a director of this Corporation shall be limited or eliminated to the fullest extent permitted by the Delaware General Corporation Law, as amended.

Section 2. Right to Indemnification. Each person who was or is made a party to or is threatened to be made a party to or is involuntarily involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving (during his or her tenure as director and/or officer) at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, whether the basis of such Proceeding is an alleged action or inaction in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law (or other applicable law), as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection with such Proceeding. Such director or officer shall have the right to be paid by the Corporation for expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law (or other applicable law) requires, the payment of such expenses in advance of the final disposition of any such Proceeding shall be made only upon receipt by the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it should be determined ultimately that he or she is not entitled to be indemnified under this Article or otherwise.

Section 3. Right of Claimant to Bring Suit. If a claim under Section 2 of this Article is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, together with interest thereon, and, if successful in whole or part, the claimant shall also be entitled to be paid the expense of prosecuting such claim, including reasonable attorneys' fees incurred in connection therewith. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law (or other applicable law) for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (or of its full Board of Directors, its directors who are not parties to the Proceeding with respect to which indemnification is claimed, its stockholders, or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law (or other applicable law), nor an actual determination by any such person or persons that such claimant has not met such applicable standard of conduct, shall be a defense to such action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4. Non-Exclusivity of Rights. The rights conferred by this Article shall not be exclusive of any other right which any director, officer, representative, employee or other agent may have or hereafter acquire under the Delaware General Corporation Law or any other statute, or any provision contained in the Corporation's Certificate of Incorporation or Bylaws, or any agreement, or pursuant to a vote of stockholders or disinterested directors, or otherwise.

Section 5. Insurance and Trust Fund. In furtherance and not in limitation of the powers conferred by statute:

(1) the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity,

or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of law; and

(2) the Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or other similar arrangements), as well as enter into contracts providing indemnification to the fullest extent permitted by law and including as part thereof provisions with respect to any or all of the foregoing, to ensure the payment of such amount as may become necessary to effect indemnification as provided therein, or elsewhere.

Section 6. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, including the right to be paid by the Corporation the expenses incurred in defending any Proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VIII or otherwise with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

Section 7. Amendment. This Article VIII is also contained in Articles SEVEN and EIGHT of the Corporation's Certificate of Incorporation, and accordingly, may be altered, amended or repealed only to the extent and at the time the comparable Certificate Article is altered, amended or repealed. Any repeal or modification of this Article VIII shall not change the rights of an officer or director to indemnification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE IX

AMENDMENTS

Except as otherwise specifically stated within an Article to be altered, amended or repealed, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any meeting of the Board of Directors or of the stockholders, provided notice of the proposed change was given in the notice of the meeting.



EMPLOYMENT AGREEMENT

WHEREAS, in consideration for Learning Tree International, Inc.’s employment and continued employment of **Gregory Adams** (hereinafter referred to as “Employee”), Learning Tree International, Inc. (hereinafter referred to as “Company”) and Employee desire to enter into this Agreement to set forth the terms and conditions of such employment effective **November 3, 2014**.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Employee is engaged as **Chief Operating Officer** of the Company and agrees to perform the duties described in the attached “Job Description” and such duties as are needed for the proper functioning of the Company, as directed from time to time, at the **1831 Michael Faraday Drive, Reston, VA** and at other geographical locations serviced by the Company. The Company hereby employs Employee or continues Employee’s employment and Employee hereby accepts such employment upon the terms and conditions stated herein.

Employee shall do Employee’s utmost to further enhance and develop the best interests and welfare of the Company. Employee shall perform no acts contrary to the best interests of the Company and the Company shall be entitled to all of the benefits, profits or other results arising from or incident to all work, services and advice of Employee.

Employee agrees to fully comply with the rules and procedures as may be promulgated by the Company in the Company’s sole and absolute discretion.

2. **PAYMENT:** As full consideration for the services rendered by Employee hereunder, the Company agrees to pay Employee the sum of **\$22,916.67** per month, payable in accordance with the Company’s payroll practices from time to time **semi-monthly**, subject to withholding and deductions in accordance with all applicable laws.
 - A. Said compensation is for, among other things, (i) Employee’s advice and availability as advisor to the Company; (ii) substantially full-time services at one of the corporate premises; and (iii) the covenants described below.
 - B. The Employee Manual, as amended from time to time by the Company and delivered to Employee, is an integral part of this employment relationship, but does not form a contract or contract-based rights, nor does it serve to alter the at-will nature of Employee’s employment. Employee’s initials affixed below signify Employee’s understanding that it is Employee’s responsibility to read the Employee Manual, and to comply fully with the terms set forth therein.

A small rectangular box containing the handwritten initials "GA" in blue ink.

(Employee’s Initials)



3. **COPYRIGHTS:** Employee agrees that all writings produced by Employee while employed under this Agreement, whether or not conceived or developed during Employee's working hours and with respect to which the equipment, supplies, facilities or trade secret information of the Company were used, or that relate to the business of the Company, or that result from any work performed by Employee for the Company, are works done for hire and shall be the sole property of the Company and the Company shall have the exclusive right to copyright such writings in any country(ies). Employee further agrees to assign to the Company all interest in any such writings, whether copyrightable or not, which Employee develops or helps develop during Employee's employment with the Company.

4. **PATENTS:** Employee shall disclose promptly to the Company all ideas, inventions, discoveries and improvements, whether or not patentable, relative to the field of work set forth in the "Job Description", or otherwise assigned to Employee, and conceived or first reduced to practice by Employee in connection with work under this Agreement with the Company. Employee agrees that all such ideas, inventions, discoveries and improvements including, but not limited to papers, books and publications, shall become the sole and absolute property of the Company and that Employee will at any time, at the request and expense of the Company, execute any and all documents, including, but not limited to, patent applications and assignments to protect the same against infringement by others; and Employee will do whatever is reasonably required to be done to insure that the Company shall obtain title to such ideas, inventions, discoveries and improvements. Such services will be without additional compensation if Employee is then employed by the Company and for reasonable compensation and subjected to Employee's reasonable availability if Employee is not then employed by the Company. If the Company cannot, after reasonable effort, secure Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and in Employee's name and stead for the purpose of executing and filing any such application or applications and taking all other lawfully permitted actions to further the prosecution and issuance of patents, copyrights, or similar protections thereon, with the same legal force and effect as if executed by Employee.

For purposes of Section 4, an invention is based on the trade secrets of the Company if the invention incorporates any such secrets in principle or design, and if the invention was conceived or first actually reduced to practice during the period of Employee's employment with the Company.

Employee also agrees that the Company shall have the right to keep any inventions covered by this Agreement as trade secrets and Employee agrees not to disclose any such invention to third parties, except as specifically authorized by the Company.

Employee further agrees to assign to the Company all rights in any other inventions made by Employee if the Company is required to grant those rights to the United States Government or any of its agencies. Moreover, Employee agrees to render assistance, advice and counsel to the Company at its request regarding any matter, dispute or controversy with which the Company may become involved and of which Employee has or may have reason to have knowledge, information or expertise. Such services will be without additional compensation if Employee is then employed by the Company and, if Employee is not then employed by the Company, for reasonable compensation and subject to Employee's reasonable availability otherwise.

5. **SECRECY:**

SECURITY CLEARANCE: As to any Company information made available to Employee during the course of Employee's employment, Employee agrees to cooperate in establishing and maintaining any security clearance and to execute whatever forms and joint agreements are required by law. Employee agrees to provide and maintain a system of security controls in accordance with the requirements of the U.S. Government or as may be required by law.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION: Confidential and Proprietary Information ("Confidential Information") is defined to include, but is not limited to, Company books; records; compilations of information; processes; teaching methods and techniques; secret inventions and specifications; information about computer programs or systems; names; usages and requirements of past, present and prospective customers of the Company; processes or methods by which the Company promotes its services and products and obtains customers; customers' buying habits and special needs; profits; sales; suppliers; personnel; pricing policies; operational methods; technical processes and other business affairs and methods, and plans for future developments and other information which is not readily available to the public. Confidential Information also includes, but is not limited to, any information and material relating to any customer, vendor, licensor, licensee or other party transacting business with the Company. Employee hereby acknowledges that Confidential Information is developed and will be developed by or for the Company at great expense.

Employee will have access to and receive Confidential Information and agrees, during the term of employment and forever thereafter, to keep confidential all information provided by the Company, excepting only such information as is already known to the public. Employee agrees not to release, use or disclose any Confidential Information or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, except with the prior written permission of the Chief Executive Officer and/or President of the Company. Employee shall not make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.

Employee recognizes and acknowledges that the list of the Company's customers, as it may exist from time to time, is a valuable, confidential, special, and unique asset of the Company's business. Employee will not, during or after the term of Employee's employment, use or disclose the list of the Company's customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

RETURN OF PROPERTY: Employee agrees that upon request by the Company, and in any event upon termination of employment, Employee shall turn over to the Company all documents, papers or other material in Employee's possession or under Employee's control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to the Company whether or not such material is at the date hereof in Employee's possession.

Employee agrees that Employee shall have no proprietary interest in any work product developed or used by Employee arising out of Employee's employment by the Company. Employee shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's ownership interest in any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

6. **EXCLUSIVITY:** While an employee of the Company, Employee will use Employee's best efforts to promote the success of the Company's business and shall not enter the employ of or serve as a consultant to, or in any way perform any services with or without compensation for, any other person, enterprise, business, company, corporation, partnership, firm, association without the prior written consent of the Chief Executive Officer and/or President of the Company and shall not own any interest (other than up to 1% of the voting securities of a publicly-traded corporation) in any entity or individual that competes with the Company or that is a material supplier or vendor to the Company.
7. **SOLICITING:** In order to protect the Company's business and customer relationships, goodwill, trade secrets and Confidential Information, and in light of the special training that Employee has received, Employee shall not, either during Employee's employment with the Company, or for a period of two (2) years immediately thereafter, either directly or indirectly:
 - A. Make known to any person, firm or corporation, the names or addresses of any customers of the Company or any other information pertaining to them;
 - B. Call on, solicit, or attempt to take away or do business with any customers of the Company on whom Employee called, worked with, received confidential or trade secret information concerning or with whom Employee became acquainted during the term of Employee's employment with the Company, either for Employee or for any other person, firm or corporation in competition with the Company; or
 - C. Hire, subcontract, employ, engage, contact or solicit, for the purpose of hiring, any person or entity who is an employee or subcontractor of the Company on the date of Employee's termination of employment or at any time during the six (6) month period prior to the termination of Employee's employment.

8. **TRADE SECRETS:** During the term of this Agreement, Employee will have access to and become acquainted with various trade secrets consisting of items such as books, records, compilations of information, processes, teaching methods and techniques, devices, secret inventions, and specifications, which are owned by the Company and are regularly used in the operation of the business of the Company, which the Company desires to protect and preserve as secrets for its own use. Employee shall not disclose any of the aforesaid secrets, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of Employee's employment with the Company. All files, records, documents, drawings, specifications, equipment, products and other items relating to the Company, whether prepared by Employee or otherwise coming into Employee's possession, shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances whatsoever, without the prior written consent of Employee's supervisor, specifically setting forth the documents involved, the person receiving the permission, and the location of the items and the period of time for which the permission is granted.
9. **VIOLATION OF COVENANTS:** Notwithstanding Section 12 of this Agreement, if Employee violates or threatens to violate any of the provisions of Sections 3 through 8 of this Agreement, the Company shall be entitled (without the need to post any bond) to a restraining order and/or an injunction to be issued by any court of competent jurisdiction, including one in Fairfax County, Virginia, enjoining and restraining Employee, and each and every other person, partnership, corporation, association or other entity concerned therein, from continuing such violations or from rendering any services to any person, firm, corporation, association or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed. Employee recognizes that the violation or threatened violation of the provisions of Sections 3 through 8 of the Agreement may give rise to irreparable injury to the Company, which may not be adequately compensated by damages. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from Employee. These obligations shall survive the termination of Employee's employment.
10. **AT-WILL EMPLOYMENT:** Employee's employment with the Company is "at-will" and may be terminated at any time, with or without cause, for any or no reason, and with or without notice. In conjunction with this policy of at-will employment, Employee may also be disciplined at the Company's discretion, demoted or have Employee's job responsibilities reassigned by the Company for any reason or for no reason, and with or without notice, at the Company's sole discretion. No individual within the Company can modify this "at-will" status, except in a written agreement signed by the Chief Executive Officer and/or President of the Company. No oral or written modifications, express or implied, may alter or vary the terms of this Agreement. Any representations to the contrary are hereby disclaimed. Upon Employee's termination of employment with the Company for any or no reason, and with or without notice, (a) Employee shall be deemed to have resigned from all offices and directorships then held with the Company or any affiliate and (b) the Company shall pay to Employee all amounts accrued and unpaid as of the date of termination in respect of (i) Employee's salary for periods through such date, and (ii) PTO ("Paid Time Off") pay to the extent consistent with the Company's policies in effect from time to time. Employee agrees that the rights and entitlements set forth in this Section 10 are Employee's exclusive rights and entitlements from the Company and any affiliated entity upon and as a result of the termination of Employee's employment with the Company.

11. **AUTHORSHIP AND OUTSIDE INCOME:** Except as otherwise approved in writing by the Company, while employed under this Agreement, any income earned by Employee in any work of the type performed by the Company shall be deemed earned on behalf of the Company and shall be promptly remitted to the Company. Any articles or other works published by Employee shall be first approved by the Chief Executive Officer and/or President of the Company, in writing, and may be published only if approved by the Company. Any approval given under this Section shall be deemed valid for only the specific event and time set forth in the approval.
12. **ARBITRATION:** This agreement to arbitrate (Section 12) shall be controlled by the Federal Arbitration Act, which governs the interpretation and enforcement of this agreement to arbitrate. Any and all disputes between Employee and the Company that arise out of Employee's employment, including disputes involving the terms of this Agreement, shall be resolved through final and binding arbitration. This shall include, without limitation, disputes relating to this Agreement, Employee's employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, or any other federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of Employee's employment with the Company or Employee's termination. The only claims not covered by this agreement to arbitrate are claims for benefits under the workers' compensation or unemployment insurance laws, which will be resolved pursuant to those laws. Notices of requests to arbitrate a covered claim must be made within the applicable statute of limitations. Binding arbitration will be conducted in Fairfax County, Virginia in accordance with the rules of the American Arbitration Association ("AAA"). Discovery may be carried out under the supervision of the arbitrator appointed pursuant to the rules of the AAA. Employee will be responsible for paying the same fee to initiate the arbitration that Employee would pay to file a civil lawsuit. The Company will pay any remaining cost of the arbitration filing and hearing fees, including the cost of the arbitrator. The prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. Employee understands and agrees that the arbitration shall be instead of any civil litigation and that this means that Employee is waiving Employee's right to a jury trial as to such claims. The Company and Employee further understand and agree that the arbitrator will issue a written decision and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction.

The Company and Employee may bring claims against the other only in their individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. There shall be no right or authority for any dispute to be brought, heard, or arbitrated on a class, collective, or representative basis and the Arbitrator may not consolidate or join the claims of other persons or Parties who may be similarly situated.

This arbitration section does not in any way alter Employee's at-will status. In addition, this section does not apply or restrict either the Company or Employee from seeking equitable relief, including injunctive relief, from any court having competent jurisdiction, for violating this Agreement or any applicable law.

13. **WRITTEN PERMISSION:** Except as otherwise specifically noted herein, any “written permission” required by this Agreement is only valid if signed by the Company’s President or Chief Executive Officer.
14. **WAIVER:** The delay or failure of the Company to insist upon Employee’s punctual performance of any of the provisions of this Agreement, or the failure of the Company to exercise any right or remedy available to it under this Agreement, shall not constitute in any manner a waiver by the Company of any subsequent default or breach by Employee.
15. **NOTICES:** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is being given, or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, postage prepaid, and properly addressed as follows:

Learning Tree International, Inc.:

Max Shevitz, President
LEARNING TREE INTERNATIONAL, INC.
1831 Michael Faraday Drive
Reston, Virginia 20190-5304

With Copy To:

Teresa Burke Wright, Esq.
Jackson Lewis LLP
10701 Parkridge Blvd., Suite 300
Reston, VA 20191

Notice shall be given to Employee at the most recent address reflected in Employee’s employment records.

Any party may change its address for purposes of this Section 15 by giving the other party a written notice of the new address.

16. **GOVERNING LAW; VENUE:** Except as otherwise provided or where subject to federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to Virginia’s choice of law rules. Any dispute not covered by the agreement to arbitrate (Section 12), arising out of or related to the construction, interpretation, enforcement of this Agreement, may be filed in any court of competent jurisdiction, including in Fairfax County, Virginia.
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous agreement and statements between the parties, whether written or oral, with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous statements or agreements between Employee and the Company concerning the subject matter hereof. The parties herein represent that no other Agreement, oral or otherwise, exists or binds any of the parties hereto. The parties hereto acknowledge that they have not executed this Agreement in reliance upon any other or further representation or promise of any party. No change, modification, waiver, or amendment of this Agreement shall be of any effect unless in writing signed by Employee and by the Company’s President or Chief Executive Officer.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the Company.
19. **ASSIGNMENT:** This Agreement is not assignable by Employee.
20. **SEVERABILITY:** The provisions of this Agreement are severable. Should any provision be for any reason unenforceable, the remainder of the provisions shall remain in full force and effect. The provisions of this Agreement shall be interpreted, to the extent possible, to give full effect to the intent of the parties.

By signing below, I acknowledge that I have read this Agreement carefully, understand it, and will comply with the provisions set forth herein. I have had the opportunity to seek independent legal advice before signing this Agreement, and enter into this Agreement freely and voluntarily, based on my own judgment and not on any representations or promises other than those contained in this Agreement.

EMPLOYEE:

Gregory Adams



2014.11.06
Date

EMPLOYER:

Learning Tree International, Inc.



By: Dr. David C. Collins
Title: Chief Executive Officer