

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into as of the September 30, 2016 ("Effective Date") by and between FM Systems LLC d/b/a Tuition Management Systems and Fontbonne University and amends the Agreement effective dated July 26, 2016, including amendments or addenda, if any, between the parties ("The Agreement"). Capitalized terms used herein without definition have the meaning set forth in the Agreement.

WHEREAS, TMS and School are parties to the Agreement pursuant to which TMS administers and provides various services on behalf of School for School students ("Services") and TMS and School now desire to amend the Services and to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TMS and School hereby agree to amend the Agreement as follows:

1. Amend the date in the first sentence of Term and Termination from January 31, 2017 to January 31, 2020.

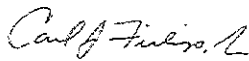
All pricing and terms remain the same.

2. Full Force and Effect. Except as otherwise amended herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.
3. Multiple Counterparts. This First Amendment may be executed by each of the parties hereto in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

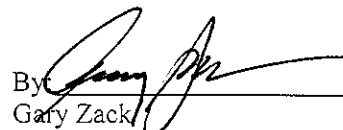
IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this First Amendment to Agreement as of the day and year first written, to be effective as of the Effective Date.

FM Systems LLC
d/b/a Tuition Management Systems

Fontbonne University



By: _____
Carl J. Firlings, Jr.
Managing Director
September 30, 2016



By: _____
Gary Zack
Vice President of Finance and Administration
Date: 9/17/17