



**ADDENDUM
NO. 1 TO
EDUCATION AND MANAGED SERVICES
AGREEMENT**

Client Information:					
Name:	University of West Florida Board of Trustees, a public body corporate of the state of Florida ("University" or "UWF")				
Address:	11000 University Parkway, Building 10, Pensacola, FL 32514				
Attention:	Office of the Provost				
Telephone:	(850)474-2501	Fax:	N/A	Email:	gellenbe@uwf.edu
TLH Information:					
Name:	The Learning House, Inc., a Kentucky corporation (" TLH ")				
Address:	427 South Fourth Street, Suite 300, Louisville, KY 40202				
Attention:	Todd R. Zipper, President & Chief Executive Officer				
Telephone:	(502) 589-9878	Fax:	(502) 589-9825	Email:	tzipper@learninghouse.com

THIS ADDENDUM NO. 1 (the "**Addendum No. 1**") to the Agreement (as defined below) is made and entered into as of February 21, 2019 by and between UWF and TLH.

WHEREAS, UWF and TLH are parties to that certain Educational and Management Services Agreement dated August 31, 2018 (the "**Agreement**"); and

WHEREAS, UWF and TLH signed and executed Addendum No. 2 dated October 29, 2018 ("Addendum No. 2"); and

WHEREAS, UWF and TLH desire to amend and add to the Agreement as provided in this Addendum No. 1.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Addendum.

II. AMENDMENT OF PAYMENT TERMS: Section 8 (a) of the Agreement is hereby amended as follows:

UWF shall collect all tuition and technology fees from the students admitted and enrolled in the Online Programs. As compensation for the Bundled Services rendered by TLH under this



Agreement with respect to the RN-BSN Online Program identified in Section 4., TLH will be paid 30% of published tuition and technology fees actually received by the University per enrollment period for all new students enrolled in the RN-BSN Online Program. For all other Online Programs identified in Section 4., and as compensation for the Bundled Services rendered by TLH under this Agreement, TLH will be paid 38% of published tuition and technology fees actually received by University, per enrollment period for all new students enrolled in the Online Programs. The actual fees received by the University for the students that enroll in the 30% and 38% revenue share for Bundled Services will be payable to TLH for the duration of the student's enrollment in an Online Program(s) under this Agreement. Additionally, TLH will be paid 10% of published tuition and technology fees actually received by the University, per enrollment for students who receive Student Retention, Academic Advising, Guidance and Counseling services as outlined in Section 5(f) of the Agreement and the student(s):

- a) were continually enrolled in the programs identified in Section 4 prior to the program launch date that fall under this Agreement; or
- b) transfer(s) into a program identified in Section 4 from a traditional (face-to-face) or ground program at UWF.

III. AMENDMENT OF AGREEMENT STRUCTURE: Section 4 of the Agreement is hereby amended as follows:

As covered in Section 5., TLH shall launch the Online Programs to commence pursuant to this Agreement according to the following schedule:

ONLINE PROGRAMS

Program Name	Program Type	Program Launch
Health Sciences	Bachelor	January 2019
Health Sciences – Health Care Administration	Bachelor	January 2019
Health Sciences – Public Health	Bachelor	January 2019
Clinical Lab Sciences - MLT to MLS	Bachelor	January 2019
GIS Administration	Master	January 2019
Curriculum & Instruction – Elementary Education Comprehensive	Master	January 2019
Curriculum & Instruction – Middle Level Education Comprehensive	Master	January 2019
Curriculum & Instruction – Secondary Education Comprehensive	Master	January 2019
Educational Leadership	Master	March 2019
RN to BSN	Bachelor	March 2019
Nursing-Nurse Executive	Master	March 2019
Nursing-Nurse Education	Master	March 2019



Nursing - Family Nurse Practitioner	Master	August 2019
Cybersecurity	Master	August 2019
Data Science	Master	TBD
Information Technology	Master	August 2019
Computer Science	Master	August 2019
Social Work - Traditional	Master	August 2019
Social Work - Advance Standing	Master	August 2019

IV. REAFFIRMATION OF OTHER TERMS AND CONDITIONS. Except as expressly modified by this Addendum No. 1, all other terms and provisions of the Agreement and Addendum No. 2 shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and TLH as if fully set forth herein. The parties agree and acknowledge that despite the numerical designation of Addendum No. 1 and Addendum No. 2, Addendum No. 2 was signed and executed prior to Addendum No. 1.

V. COUNTERPARTS. This Addendum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum as to the parties and may be used in lieu of the original Addendum for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 effective as of February 21, 2019.

“Client”

“TLH”

UNIVERSITY OF WEST FLORIDA

THE LEARNING HOUSE, INC.

By: Martha Saunders
Martha Saunders
President

By: Todd R. Zipper
Todd R. Zipper
President & Chief Executive Officer

Date: March 7, 2019

Date: 3/26/19

DocuSigned by:

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