

**FIRST AMENDMENT TO THE ARTICULATION AGREEMENT
BETWEEN FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE AND
IOWA COLLEGE ACQUISITION CORP. d/b/a KAPLAN UNIVERSITY**

This First Amendment to the Articulation Agreement (this "Amendment") is made and entered into as of this ____ day of April, 2011, by and between Iowa College Acquisition Corporation d/b/a Kaplan University ("KU") and Fayetteville Technical Community College.

RECITALS:

KU and Fayetteville Technical Community College fully executed an Articulation Agreement as of October 25, 2010 ("Agreement"); and

The parties hereby wish to amend the Agreement upon the terms and conditions set forth below.

NOW THEREFORE, KU and Fayetteville Technical Community College agree as follows:

AMENDMENTS:

1). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

2). *Section III. Terms, Paragraph 1.a.* is hereby deleted in its entirety and replaced with the following information:

- a. Fayetteville Technical Community College alumni and employees will receive a twenty percent (20%) discount* on their KU tuition. Fayetteville Technical Community College alumni and employees must inform KU admissions directors about their affiliation to receive their discount;

* The discount applies only to tuition rates, and not to any other charges, fees, or assessments. KU may change its tuition rates and fees at any time in its sole discretion. The discount will be calculated based on the tuition rate in effect at the time of an alumni or employee's enrollment into an online degree program. Eligibility for the discount will be determined at the time of enrollment.

3). This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.


4). This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. Faxed signatures shall have the same binding effect as original signatures.

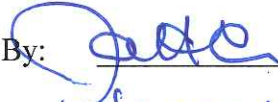
5). In all other respects, the Agreement shall continue in full force and effect in accordance with its terms. In the event of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall be deemed controlling.

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Amendment effective as of the date first above written.

FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE

IOWA COLLEGE ACQUISITION CORP.
d/b/a KAPLAN UNIVERSITY

By: 
Name: J. LARRY KEEN
Title: PRESIDENT

By: 
Name: JAMES H. COONEY
Title: VICE PRESIDENT



ARTICULATION AGREEMENT

between

Kaplan University and Fayetteville Technical Community College

I. PURPOSE

The purpose of this Articulation Agreement (the "Agreement") is to acknowledge that students of Fayetteville Technical Community College may transfer to an Iowa College Acquisition Corp. d/b/a Kaplan University ("KU") degree program following completion of a certificate, diploma, or associate's degree program at Fayetteville Technical Community College.

II. ELEMENTS

- a. To be eligible for application to an advanced start bachelor's program at KU the student enrolling must submit proof of having been awarded an associate's degree from Fayetteville Technical Community College.
- b. Students having completed an associate's degree program consisting of a minimum of 90 quarter credits (or the equivalent of 60 semester credits) will be eligible for a block transfer of up to 90-quarter credits, junior status, and acceptance into KU's "advanced start" baccalaureate option.
- c. Fayetteville Technical Community College students must fulfill KU requirements, which entail completion of no less than 25-percent of their program requirements at KU, including a minimum of 50-percent of the major requirements, including the capstone course, at KU. Credit earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75-percent of total credits required for graduation.

III. TERMS

1. Because of this agreement to articulate, KU will extend professional courtesy discounts to Fayetteville Technical Community College alumni and employees concomitant with the date of this fully executed document.
 - a. Fayetteville Technical Community College alumni and employees will receive a ten (10%) percent discount on their KU tuition. Fayetteville Technical Community College alumni and employees must inform KU admissions directors about their affiliation to receive their discount;
 - b. KU will extend to Fayetteville Technical Community College alumni and employees all of its online certificates, undergraduate, and graduate programs, as and when offered;
2. This Agreement is effective for the KU academic term beginning with the date of the fully executed document, and shall continue until terminated. Both parties must approve amendments to the Agreement in writing.
3. Once a year, KU will provide data to Fayetteville Technical Community College. The data will be included on KU's letterhead and will include names of Fayetteville Technical Community College alumni. The note will state "The below students from Fayetteville Technical Community College have transferred to Kaplan University, have completed at least three terms and are making satisfactory academic progress through their program (as defined in the Kaplan University catalog)."



4. Either party may terminate the Agreement without cause upon 90 days written notice to the other party. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Admission criteria, academic, and other admission requirements will be subject to the applicable KU Catalog at the time of the students' admission to KU for any applicable degree program. Students who have begun their program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this Agreement until such time such students complete or otherwise become discontinued from their program.
5. The parties grant to each other a non-exclusive, non-transferable license to use each others trademarks in furtherance of the articulation coordination detailed herein or in a manner solely for the purpose of identifying and communicating the existence of the relationship to Fayetteville Technical Community College alumni. The parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the Agreement. Neither party grants to the other any interest in the other party's trademarks.
6. The parties hereto will have the relationship of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this Agreement. In no event will the agents, representatives or employees of one party be deemed to be agents, representatives or employees of the other.
7. This Agreement may be executed by a duly authorized representative of each party, either by electronic or facsimile transmission, each of which will be considered an original.

IV. CONTACTS FOR COORDINATION:

Fayetteville Technical Community College Contact:

Ray Walters, Dean of College Transfer and General Education Programs
waltersr@faytechcc.edu; 910-678-8244

KU Contact:

Drew Trapp Goldstein, Director of Academic Partnerships
dgoldstein@kaplan.edu; 954-892-1445

V. OFFICIAL NOTICE CONTACT INFORMATION:

All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:



If to KU:

Kaplan University
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309
Attn: Jaime Cocuy

With a copy:
Kaplan Higher Education (copy shall not constitute notice)
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309
Attn: Legal Department

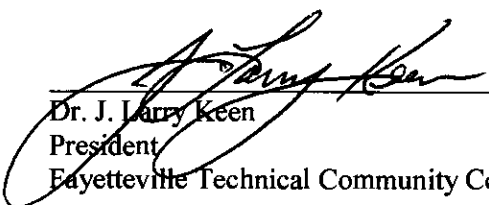
If to Fayetteville Technical Community College:
Ray Walters
Fayetteville Technical Community College
2201 Hull Road
Fayetteville, NC 28303

or to such other persons or places as either party may from time to time designate by written notice to the other.

Fayetteville Technical Community College Contact:
Ray Walters, Dean of College Transfer and General Education Programs
waltersr@faytechcc.edu; 910-678-8244

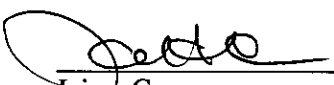
Kaplan University Contact:
Drew Trapp Goldstein, Academic Partnership Director
dgoldstein@kaplan.edu; 954-892-1445

DATE: October 2010



Dr. J. Larry Keen
President
Fayetteville Technical Community College

10-25-10
Date



Jaime Cocuy
Vice President, Strategic Alliance Organization
Iowa College Acquisition Corp. d/b/a
Kaplan University

10/7/10
Date