**First Amendment to Research Agreement**

This First Amendment to Research Agreement (“First Amendment”) is entered into effective as of the date of the last signature hereto (“Effective Date”) by and between EBS Support Services, LLC, a Colorado limited liability company, with a usual place of business at 655 S. Sunset Street, Longmont, CO 80501 (“Company”) and the Foundation for National Progress, having its head office at 222 Sutter St. Ste. 600 San Francisco, CA 94108 (“FNP”) as fiscal sponsor for the Media Consortium, an unincorporated project (“TMC”). The Company and FNP are Parties to this First Amendment, and each of them is a Party to it.

Recitals

WHEREAS, the Parties entered into a Research Agreement, effective as of March 12, 2014 (“Agreement”), which Agreement set forth the respective obligations of the Parties.

WHEREAS, following the execution of the Agreement FNP has performed Services pursuant to the terms of the Agreement.

WHEREAS, in performing Services FNP has expended portions of the funding provided by the Company pursuant to the Agreement, as well as funding provided by other sources (collectively, Funding).

WHEREAS, as of January 1, 2015, $55,240 in Funding in FNP’s possession remained unspent for the provision of Services under the Agreement and pursuant to the Agreement a further $8,600 is payable to FNP by the Company after the Services have been provided in full.

WHEREAS, TMC’s experience to date indicates that a budget amendment would assist FNP in providing the Services and completing the project as set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Company and FNP agree as follows:

1. The Parties Agree that the Project Budget for funds available on and after January 1, 2015 is amended as set forth in Appendix A to this First Amendment. Appendix A to this First Amendment replaces Exhibit B in the Agreement, effective January 1, 2015.
2. Terms defined in the Agreement have the same meaning when used in this First Amendment.
3. Except as specifically modifed by this First Amendment, the Agreement remains unamended and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their duly authorized officers, as of the dates set forth below.

**COMPANY FNP**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 John Schwartz, Manager Madeleine Buckingham, President

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consented to:

**TMC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jo Ellen Green Kaiser

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_