LICENSE AGREEMENT FOR USE OF THE COLLEGE OF ALAMEDA SOCCER FIELDS

This License Agreement ("Agreement") is entered into, as of October ____, 2013 (the "Effective Date") by and between the Peralta Community College District ("PCCD") for its College of Alameda ("COA") (together, the "District"), a public entity organized and existing under the laws of the State of California, and Saint Joseph Notre Dame High School ("SJND"), a non-profit organization, organized under the laws of the State of California.

WHEREAS, SJND is a non-profit high school offering college preparatory education and athletic programs that develop skills that contribute to the success of its students in college and life;

WHEREAS, SJND desires to utilize COA's soccer fields for purposes of hosting practices, scrimmages and games (preseasons, league matches, league playoff and playoff games);

WHEREAS, COA wishes to establish a stronger partnership with its neighbors and have COA serve as a neighborhood college for the residents of Alameda; and

WHEREAS, the District is willing to license the designated soccer fields to SJND on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. LICENSE

The District agrees to grant to SJND an -exclusive, revocable right to use (the "License") certain of COA’s synthetic turf soccer fields and goal posts, the all-weather track surrounding the soccer fields and the associated bleachers and bathroom facilities bound by the current fencing (collectively, the "Premises") for SJND soccer practices, scrimmages and games on the terms and conditions set forth herein during those days and at those times set forth in Exhibit A. The commencement of this License is expressly conditioned on the full execution of this Agreement and the payment to COA of the November 1, 2013 License Fee installment set forth in Section 3(a) hereof.

2. TERM

Upon satisfaction of the condition precedent set forth in Paragraph 1, the term of the License to the Premises shall be from November 1, 2013 and shall continue until May 15, 2016 (the "Term"), unless earlier terminated in accordance with the terms set forth herein.
3. FEES AND CONSIDERATION

(a) SJND shall pay to COA an annual license fee (the “License Fee”) for each year of the Term in the amount of nine thousand dollars ($13,000), which License Fee shall be split into (six) installment payments as follows:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1, 2013</td>
<td>$6,500</td>
</tr>
<tr>
<td>March 1, 2014</td>
<td>$6,500</td>
</tr>
<tr>
<td>November 1, 2014</td>
<td>$6,500</td>
</tr>
<tr>
<td>March 1, 2015</td>
<td>$6,500</td>
</tr>
<tr>
<td>November 1, 2015</td>
<td>$6,500</td>
</tr>
<tr>
<td>March 1, 2016</td>
<td>$6,500</td>
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Each License Fee installment payment shall be paid to COA at the address set forth in Paragraph 12 below.

(b) The License Fee does not include parking. Parking permits must be purchased by any party attending or participating in a SJND event. Parking is charged 24/7 (unless otherwise specified). Parking permits must be placed on the dashboard. If SJND has any concerns about parking or would like assistance in getting advance parking permits, SJND will contact the COA Facility Coordinator.

4. USES OF PREMISES

(a) The License provided herein allows SJND (and only SJND) access to the Premises to conduct all SJND soccer practices and scrimmages, including preseason, league matches, regular season games, league playoff games and section playoff games, for all SJND men and women soccer teams (i.e., varsity, junior varsity and freshman teams), in accordance with the schedule set forth in Exhibit A. SJND shall have the right to erect soccer goals, to install and operate on the Premises the Term hereof commercial grade, outdoor portable lighting stations, to bring onto the Premises flags and game equipment and to post on the Premises appropriate, pre-approved banners or signage identifying SJND as the home team during interscholastic matches played on the Premises (collectively “equipment”); provided, however, that (i) at the end of each game/practice day, SJND shall move the goals to a location at the side of the field designated by COA and chain/lock them together, and (ii) the use by SJND of the outdoor portable lighting stations shall not impede the safety or accessibility of the bleachers located on the Premises or create a hazard outside of practice or games times. SJND shall be responsible for the safe operation and security of the outdoor portable lighting stations and such outdoor portable lighting stations’ timely removal at the end of each soccer season. The outdoor lighting stations shall only be used during SJND practice or games. At the conclusion of each soccer season governed by this Agreement, SJND shall be permitted non-exclusive use of a storage container owned by COA located between the baseball and soccer fields to store such lighting, provided, however, that COA and the District shall have no responsibility for any damage thereto or theft thereof.

(b) SJND shall only use the Premises at the designated dates and times set forth in Exhibit A. During such dates and times set forth on Exhibit A, The District shall provide exclusive use of the
Premises to SJND. SJND may request additional use of the Premises, which request must be made to COA’s Facility Coordinator not less five (5) business days before the desired additional dates. COA, in its sole discretion, reserves the right to reject any such requests. Any additional use of the Premises by SJND shall result in an additional use charge of $40/hr. Use by SJND of the Premises at times other than those designated in Exhibit A, for which consent from COA’s Facility Coordinator has not been obtained, will constitute a material breach of this Agreement.

(c) SJND shall not use nor permit the use of the Premises by any party other than SJND, with the exception of other high school soccer clubs against whom SJND is at such time engaged in a competitive game or scrimmage.

(d) SJND shall not use the Premises for any other purpose than SJND’s soccer games, practices or scrimmages, without the prior written consent of COA’s Facility Coordinator.

(e) SJND acknowledges and agrees that: (i) no vehicles, bikes, skateboards or rollerblades are permitted on the Premises; (ii) no alcohol, smoking or overnight parking is permitted on the Premises or on any part of COA’s campus; and (iii) only for the benefit of the educational, academic or financial purposes in the best interest of COA, the District and/or its students, COA may from time to time, in its sole discretion, and upon advance written notice to SJND, change the dates on which SJND may use all or a portion of the Premises.

(f) SJND will appoint an individual who shall be responsible for providing suitable supervision of the Premises during team competitions (the “Premises Supervisor”). The Premises Supervisor will be instructed in the materials prohibited from being brought inside the Premises and will be charged with enforcing such prohibition. The Premises Supervisor will also be available to assist with attendees who require additional monitoring or removal from the Premises.

5. MAINTENANCE AND IMPROVEMENTS

(a) SJND shall make reasonable use of the Premises and avoid any excessive wear and tear of the Premises and all areas used by SJND or its officers, agents, employees, volunteers, program participants or other visiting soccer clubs (each, a “SJND Party” and together with SJND, the “SJND Parties”) to the satisfaction of COA’s Facility Coordinator. SJND shall make no alterations to or improvements of the Premises, without prior approval of and direction from COA’s Facility Coordinator, which approval may be granted or withheld at his/her sole discretion. COA agrees to allow SJND to line the soccer fields in accordance with FIFA Soccer Regulations, the details of which must be presented to and reviewed and approved by COA’s Facility Coordinator prior to the commencement of each soccer season under this Agreement.

(b) The District shall reasonably maintain the Premises so that it is suitable for SJND and its opponents for playing competitive high school soccer games, including a reasonably level and uniform playing surface, and adequate water drainage to prevent areas of standing water on the playing field, and to maintain the bleachers utilizing reasonable care. SJND has inspected the Premises and determined that they are suitable for the purposes referenced in the preceding sentence. COA and the District shall pay for any maintenance work required under this Agreement from the fees paid by SJND, and shall not bill or invoice SJND any additional sums, except for extraordinary damage (not normal wear and tear).


6. INSURANCE

(a) SJND agrees to maintain and keep in full force and effect during the Term hereof the following types of insurance in the amounts as set forth below.

General Commercial Liability (General Aggregate)  
- Each Occurrence  
- Fire Damage  
- Medical Expense (anyone person)  
- Property Damage (Excluding Earthquake)  

Worker's Compensation (if SJND has employees)  
Statutory coverage as required by the state of California

Automotive Liability  
- Bodily Injury  
- Property Damage  
- Accident Coverage

 MINIMUM $3,000,000
 MINIMUM $1,000,000
 MINIMUM $1,000,000
 MINIMUM $1,000,000
 Statutory coverage as required by the state of California
 MINIMUM $1,000,000
 MINIMUM $1,000,000
 MINIMUM $1,000,000

(b) The PCCD, COA, its Board of Trustees, officers, employees, and agents (each, a “PCCD Party” and collectively the “PCCD Parties”) shall be named as additional insureds under all insurance, with the exception of worker’s compensation, which insurance shall provide coverage for the Premises and any and all activities by the SJND Parties’, including those of its employees, agents, program participants and volunteers. Naming the PCCD Parties as additional insureds shall not affect any recovery to which they would be entitled under said policy if not named as such additional insureds and the PCCD Parties shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on these policies or any extension thereof.

(c) On or before the commencement of the term of this Agreement and for each year during the Term hereof, SJND shall furnish the District with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the District’s requirements set forth above. Should any of the insurance covered by these certificates expire, be canceled or coverage reduced before the expiration date of this Agreement, SJND shall direct the applicable insurer to provide thirty (30) days advance notice to the District by certified mail to the attention of COA’s Business Manager at MaryBeth Benvenuti at mbbenvenutti@peralta.edu and also to the attention of PCCD’s Risk Manager at the following address: Peralta Community College District, 333 E. 8th Street, Oakland, CA 94606.

(d) The insurance limits required by the District are not represented as being sufficient to protect SJND. SJND is advised to confer with its insurance broker to determine adequate coverage for SJND. The insurance requirements hereunder shall not limit or relieve SJND of its duties, responsibilities or liabilities under this Agreement. If SJND obtains one or more claims-made insurance policies to fulfill its obligations under this Paragraph 6, SJND will, to the satisfaction of the District, (i) maintain coverage
with the same company during the terms of this Agreement and for at least four (4) years following
termination hereof or SJND's valid assignment of this Agreement, or (ii) purchase or provide coverage
that assures protection against claims based on acts or omissions that occur during the period of this
Agreement but which are asserted after the claims-made insurance policy has expired.

(e) SJND hereby grants to the District, on behalf of any insurer providing comprehensive
general and automotive liability insurance to SJND or the PCCD Parties, as additional insureds, a waiver
of any right to subrogation that any such insurer may acquire against the District by virtue of the
payment of any loss under such insurance.

7. COMPLIANCE WITH LAW AND SAFETY

(a) If death, serious personal injury, or property damage occurs in, on, or about the Premises,
SJND shall immediately notify COA's Facilities Coordinator by telephone and email. SJND shall also
promptly make COA's Facilities Coordinator aware of any complaints or problems reported by the
neighborhood.

(b) Each party to this Agreement shall be required to comply with all statutes, ordinances and
requirements of all local, state and federal authorities now in force, or which may hereafter be in force,
as applicable to it, including, without limitation, those pertaining to SJND's use of the Premises, its
organization as a high school soccer team, its performance of the soccer activities contemplated by this
Agreement and all reasonable District rules and regulations.

8. TERMINATION

Either party may terminate this Agreement at any time upon written notice to the other upon a
material breach of this Agreement. For the avoidance of doubt, "material breach" shall include
any of the following:
(a) a breach by SJND or The District of Paragraph 4 (Use of Premises);
(b) a breach by SJND or The District of Paragraph 5 (Maintenance and Improvements);
(c) a breach by SJND of Paragraph 9 (No Sublicense or Assignment);
(d) a breach by SJND or The District of Paragraph 12(a) (Communications; Notices);
(e) a failure by SJND to timely pay any License Fee installment within thirty (30) days of its due
date;
(f) SJND’s loss of use of Premises by persons interfering with SJND’s exclusive license to use of
the Premises at the dates and times set forth on Exhibit A, after having given COA’s Facilities
Coordinator written notice thereof and 15 days to cure;
(g) actions or inactions of SJND or the District giving rise to health and safety concerns as
determined in the sole discretion of the non-breaching party; or
(h) more than two breaches of any other provisions of this Agreement.

9. NO SUBLICENSE OR ASSIGNMENT

SJND shall not at any time, in any manner, either directly or indirectly, assign, hypothecate,
encumber, sublicense or transfer this Agreement or any portion of the License created hereby or permit
any other person or entity to occupy, use, or manage the whole or any part of the Premises. Failure to
comply with this provision shall be constitute a material breach of this Agreement. Nothing in this
Agreement shall operate to confer rights or benefits on persons or entities that are not a party to this Agreement.

10. **OPTION**

Provided there has been no material breach by SJND, or a termination by either party under this Agreement, the District shall permit SJND one, three year option for use of the Premises, if exercised in writing by March 1, 2016. The term of this option shall be from March 1, 2016 through February 28, 2019. The option shall be exercised on the same terms and conditions of this Agreement. We agree to adjust the option’s rental fees using the CPI for The San Francisco Bay Area by the Bureau of Labor Statistics. We will adjust the future three year rental using the statistics for the three year term of this agreement.

11. **INDEMNIFICATION**

(a) SJND shall indemnify, defend and hold harmless the PCCD Parties from any and all actions, claims, losses, damages, demands or expenses (including, without limitation, all court and/or arbitration costs and reasonable attorney’s fees on account thereof) (collectively, “Claims”) suffered or incurred by the PCCD Parties to the extent arising from or relating to acts or omissions by a SJND Party including, but not limited to:

(i) claims arising out of a failure by a SJND Party to comply with all applicable laws and policies referenced in Section 7; and

(ii) claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of any SJND Party;

excluding however the portion of any Claims arising from or relating to the negligence, recklessness or willful misconduct of a PCCD Party.

(b) The District shall indemnify, defend and hold harmless SJND from any and all Claims suffered or incurred by SJND to the extent arising from or related to the acts or omissions by the COA and the District, including but not limited to:

(i) Claims arising out of the the PCCD Parties failure to comply with its obligations under Paragraph 5 (Maintenance and Improvements) of this Agreement; and

(ii) Claims that arise or pertain to the negligence, recklessness, and/or willful misconduct of the PCCD Parties and the District;

excluding however the portion of any claims arising from or relating to the negligence, recklessness or willful misconduct of a SJND Party.

(c) This indemnification obligation shall survive the termination or expiration of this Agreement.
12. **ENTRY**

The District and its authorized representatives shall have the right to enter the Premises at any reasonable time.

13. **COMMUNICATIONS; NOTICES**

   (a) SJND must direct all questions and concerns relating to the Premises, including, but not limited to, the condition of the Premises, the schedule and permissible uses, and the payment of any License Fees hereunder, to the COA Facilities Coordinator, who shall coordinate further communications on such matters. Failure to comply with this provision shall constitute a material breach of this Agreement. SJND shall also designate a coordinator to work with COA.

   (b) Except as otherwise provided herein, a written notice required hereunder is deemed delivered: (i) when a party delivers the notice personally to the other party; (ii) two business days after a party deposits it with the U.S. Postal Services, registered mail, postage prepaid and correctly addressed to the other party or (iii) one business day after a party deposits it with an overnight courier correctly addressed to the other party. For purposes of this Agreement, notices shall be addressed as follows:

   To the District:
   College of Alameda
   555 Ralph Appezzato Memorial Parkway
   Alameda, CA 94501
   Attention: Shuntel Nathaniel, Facilities Coordinator
   email: snathaniel@peralta.edu
   p. 510-748-2189

   cc: Office of the General Counsel
   Peralta Community College District
   333 E. 8th Street, Oakland, CA 94606

   To SJND:
   Saint Joseph Notre Dame High School
   1011 Chestnut Street
   Alameda, CA 94501
   Attention: Simon Chiu, Principal

14. **TIME OF ESSENCE**

Time shall be of the essence for each provision of this Agreement.

15. **CONFLICTS OF INTEREST**

   (a) The District’s Conflicts of Interest. SJND represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq. and that it does not know of any facts that constitute a violation of said sections or the District’s conflict of interest code, Board Policy 6.86. SJND represents that it has completely disclosed to the District, and if applicable will disclose in the future, all
facts bearing upon any possible interests, direct or indirect, which SJND believes any member of the District, or other officer, agent, or employee of the District or any department presently has, or will have, in this Agreement, or in its performance, or in any portion of the profits generated hereunder. If SJND subsequently becomes aware of any such facts, SJND shall promptly provide notice to the District of same, along with a proposal for remedying the violation. The District, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

(b) SJND Conflicts of Interest. SJND represents that neither it nor its officers presently have, and shall not have during the term of this Agreement, any direct or indirect interest that would conflict in any manner or degree with the transactions contemplated by this Agreement. SJND further represents that it will not employ, subcontract to, or otherwise involve any person or entity having such conflicts of interest in the performance of this Agreement. If SJND subsequently becomes aware of any such conflicts of interest, SJND shall promptly provide notice to the District of same, along with a proposal for remedying the violation. The District at its sole discretion may determine whether the proposal or any other proposed resolution is satisfactory.

16. NON-DISCRIMINATION

SJND agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Peralta Community College District Board Policy 4.03, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. SJND agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

17. INVALID PROVISIONS

In the event that any one or more of the sections, paragraphs or portions herein shall for any reason be held or declared to be invalid, illegal or unenforceable in any respect or degree, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of all other sections, paragraphs or portions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement, including the attached Exhibit A and any documents, provisions of law or District policies attached or referenced herein (which are all incorporated herein by this reference), constitutes the entire agreement between the District and SJND concerning SJND’s use of the Premises and supersedes all prior and contemporaneous negotiations, representations, dealings and agreements, written or oral, relating to the same and may be amended only by a writing signed by authorized representatives of each party and the approval of the District’s Board of Trustees or its authorized designee, as applicable. Notwithstanding the foregoing, this Agreement is binding upon and shall inure to the benefit of the respective parties hereto and their successors. The preceding sentence shall not be deemed as a waiver of any of the conditions against sublicensing and assignment set forth above.
19. LICENSE AGREEMENT

This Agreement constitutes a License and does not constitute a lease to use the Premises, and does not create possessory rights in SJND. As such, this License shall be deemed revoked upon the termination of this Agreement for any reason.

20. NO SECURITY SERVICES

The District shall not be responsible for providing security or patrol services to the Premises or to any person using the Premises.

21. FORCE MAJEURE

COA’s failure to perform any term or condition of this Agreement as a result of conditions beyond its control, such as but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any the Premises or the campus, which prohibit it from making the Premises available, shall not be deemed a breach of this Agreement.

22. DISPUTE RESOLUTION

(a) Mediation. If a dispute arises under this Agreement (other than claims for preliminary injunctive relief, other pre-judgment or equitable remedies or indemnification), the parties agree to first attempt in good faith to resolve the dispute with a mutually agreed-upon mediator in Alameda County, California. A party may initiate mediation by sending the other party a written demand for mediation, which demand shall describe with specificity the nature of the dispute. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the parties are unable to arrive at a mutually satisfactory solution through mediation, or if a mediator has not been chosen and a date set for mediation, within thirty (30) calendar days from the date of the demand for mediation, then the parties hereby agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, California, pursuant to the terms of Paragraph 21(b), below.

(b) Arbitration. Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement (other than claims for preliminary injunctive relief or other pre-judgment or equitable remedies, indemnification obligation), shall be settled by binding arbitration in Alameda County, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, if a mutually satisfactory resolution cannot be reached in mediation or if sufficient steps towards mediation have not been taken pursuant to Paragraph 21(a), above. Arbitration shall be the exclusive dispute resolution process for all claims other than for preliminary injunctive relief or other pre-judgment or equitable remedies. Any party may commence arbitration by sending a written demand for arbitration to the other party and to the American Arbitration Association. Such demand shall set forth the nature of the matter to be resolved by arbitration.

A request for arbitration must be submitted within the same statute of limitation periods that would be applicable in court and must be in writing. If either party fails to submit and serve a written request for arbitration within the applicable statute of limitations, that party agrees that it will have waived any right to raise said claim, in any forum, regarding the dispute. The arbitrator shall be one that is mutually agreeable to both parties. Both parties shall have the right to conduct normal civil discovery, including the taking of depositions, prior to the arbitration hearing, and specifically agree that the provisions of Section 1283.05 of the California Code of Civil Procedure are incorporated into and made applicable to
any arbitration, provided however that the arbitrator will retain his or her statutory discretion under that section to limit the number, and scope of, the depositions. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute.

The arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to, injunctive relief or specific performance; provided however that the authority to award any remedy is subject to whatever limitations, if any, that exist in the applicable law on such remedies. The arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusions of law. The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with the law. Following the evidentiary portion of an arbitration hearing, both parties shall have the right to prepare and file with the arbitrator a post-hearing brief not to exceed twenty-five (25) pages in length. Any such brief shall be served on the arbitrator and the other party within thirty (30) days of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. Should any part of this arbitration provision be declared by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining part shall not be affected thereby and the parties shall arbitrate their dispute without reference to or reliance upon the invalid, unlawful or unenforceable part of this Agreement.

The parties shall pay their own attorney's fees and costs of any arbitration.

(c) Tort Claims Act. No provision of this Agreement shall alter the requirements of the Tort Claims Act, California Government Code Section 810 et seq.

(d) Forum Selection. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California.

(e) Cumulative Remedies. The remedies provided in this Agreement are cumulative. A party who exercises a right or remedy will not be precluded from asserting any other right or from seeking any other remedies available to that party.

(f) No Special Damages. Notwithstanding any other provision, in no event shall any party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to lost profits or revenue, arising out of or in connection with this Agreement.

(g) Reserve Right to Offset. The District reserves the right to offset the reasonable cost of all damages caused to the District against any outstanding invoices or amounts, if any, owed to Licensee.

(h) Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of the District issuance of the final payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

23. **SOVEREIGN IMMUNITY RESERVED**

Nothing herein shall be construed to waive or limit the District's sovereign immunity or any other immunity from suit provided by law.
24. Governing Law

This Agreement shall be deemed to have been executed in the City of Alameda, Alameda County, California. Enforcement of this Agreement, including arbitration, shall be governed by, and construed and enforced in accordance with, the local, state, and federal laws in effect in Alameda County, California, including but not limited to California Government Code Section 818, but excluding California's conflict of laws principles that would cause the application of laws of any other jurisdiction.

In witness whereof, the District and SJND have executed this Agreement as of the Effective Date set forth above.

College of Alameda

By: Eric V. Gravenberg
Print Name: Dr. Eric V. Gravenberg
Its: President
(For Internal Reference Only)

Saint Joseph Notre Dame High School

By: Simon Chiu
Print Name: Simon Chiu
Its: Principal

Peralta Community College District

By: Jose M. Ortiz, Ed.D
Print Name: Jose M. Ortiz, Ed.D
Its: Chancellor
(Authorized Agent)

Approved as to Legal Form for Peralta Community College District:

By: Thuy Thi Nguyen
Print Name: Thuy Thi Nguyen
General Counsel
Date: 10/5/13