

**FIRST AMENDMENT TO AGREEMENT BETWEEN
SANTA CLARA COUNTY BOARD OF EDUCATION AND
COUNTY SUPERINTENDENT OF SCHOOLS**

This Amendment is made and entered into by and between the Santa Clara County Board of Education (the "Board") and G. Xavier De La Torre (the "County Superintendent of Schools").

WHEREAS the Board and the County Superintendent of Schools have heretofore entered into the Agreement Between Board of Education of Santa Clara County and County Superintendent (the "Agreement"), accepted February 25, 2012;

NOW, THEREFORE, by the agreement of the parties, the Agreement is amended, effective March 1, 2013, as follows:

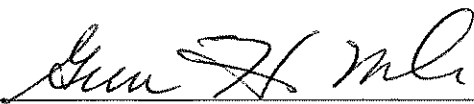
1. Section 3.I.iv. of the Agreement is hereby deleted and replaced in its entirety by the following new Section 3.I.iv.:

iv. The outstanding principal and all accrued interest on the Housing Relocation Loan shall be due and payable on the earlier of: (1) thirty (30) years from the date the first promissory note is made to memorialize the Housing Relocation Loan; or (2) eighteen (18) months from the County Superintendent's resignation, retirement, death, termination (with or without cause), disability or other separation of employment from the position of County Superintendent, including but not limited to separation by expiration of the term of this Agreement. Prior to the Housing Relocation Loan becoming due and payable, and beginning March 1, 2013, the County Superintendent shall be required to make monthly payments on the outstanding interest and principal due on the Housing Relocation Loan, such that the total monthly payment of principal and interest shall be two-thousand, five-hundred dollars (\$2,500) per month. The County Superintendent shall be allowed to make payments greater than this amount at his discretion. The outstanding principal and all accrued interest on the Housing Relocation Loan shall also be immediately due and payable upon the sale or transfer of all or any interest in the Home, or in the event the County Superintendent vacates the Home permanently or otherwise changes his primary personal residence to a location other than the Home.

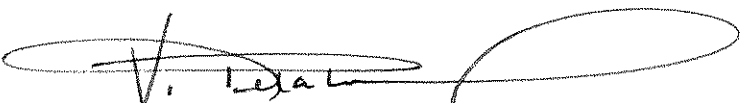
Except as provided in this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Amendment this 20TH day of FEBRUARY 2013.

For the SANTA CLARA COUNTY BOARD OF EDUCATION



Grace Mah, President of the Board
1290 Ridder Park Drive, MC 201
San Jose, CA 95131



G. XAVIER DE LA TORRE, Éd.D.