

**SECOND RENEWAL OF THE
FUTURIS
TRUST ADMINISTRATIVE SERVICES AGREEMENT**

This Second Renewal of the Trust Administrative Services Agreement (“**Renewal Agreement**”), dated this 1st day of July, 2016, is between **Benefit Trust Company (“BTC”)** and **Contra Costa Community College District (“Employer”)** with reference to the following:

A. General Purposes. On August 28, 2008, the Employer duly adopted the Futuris Public Entity Investment Trust (hereinafter the “**Trust**”), to be used for the funding and payment of its obligations under employee benefit plans (the “**Plan**”) that provide retiree health and other post-employment benefits (referred to as “**OPEB Liabilities**”) to eligible employees and their dependents, and for other purposes determined to be appropriate by the Employer. The Retirement Board of Authority appointed BTC as trustee, and BTC agreed to perform services as specified in the Futuris Trust Administrative Services Agreement (“**Agreement**”) executed on that date and then renewed on July 1, 2012. The Employer and BTC, for adequate consideration, hereby affirm and adopt the following renewal to that Agreement.

B. Services Provided By BTC. Upon the signing of this Renewal Agreement, both parties affirm the terms of the Contra Costa Community College District Futuris Public Entity Investment Trust as executed on August 28, 2008. BTC reaffirms its commitment to serve as a discretionary trustee, with fiduciary oversight and authority over the operations and management of the Trust as specified therein and related to the following:

1. **Compliance.** BTC shall administer the Trust document, and any applicable documents and amendments, and contributions received from the Employer in Trust in a manner intended to comply with the requirements of Section 115 of the Internal Revenue Code (the “**Code**”), as amended, and other applicable legal guidelines, including Governmental Accounting Standards Board Statement Nos. 43 and 45 and such other embodying regulations thereunder, as well as applicable provisions of state law that govern the investment of excess funds for approved governmental purposes.
2. **Maintenance of Separate Accounts.** BTC shall maintain within the Trust a fund, or funds as applicable: One separate fund, or funds, as applicable (the “**Trust Fund**”), shall hold funds irrevocably designated for the payment of retiree health and welfare benefits or other similar OPEB Liabilities, including applicable fees and expenses, as reported and impacted by applicable legal requirements, including Governmental Accounting Standards Board Statement Nos. 43 and 45. The disbursement of any monies from the Trust Fund or Funds (as defined in the Trust Agreement and referred to collectively herein as “**Accounts**”) shall only be made by BTC as provided for and in accordance with the terms of the Trust.
3. **Custodian.** BTC shall serve as the custodian, or shall have the authority to delegate the responsibility for same to a sub-custodian, as applicable, of all assets of the Trusts, to which it shall retain responsibility for the titling and ownership

(including registration of assets in nominee name, if required under applicable law) of all contributions, earnings or other assets held in the Trust. In such capacity, BTC shall receive contributions from the Employer and shall further agree to allocate all contributions to one or more Accounts as designated by the Employer, including allocation into one or more Trust Fund Accounts within three (3) business day following the later of the date such contributions were received or the date on which the BTC is notified where such funds are to be allocated. In such capacity, BTC shall hold all Trust funds in the designated Accounts and allocate any income earned thereon in the manner set forth by the terms of the Trust. If the Trustee or any sub-custodian receives any contributions or other amounts from the Employer after any applicable trading deadline or receives such contributions without any further designation of the amount or Accounts to which such amounts should be allocated, or the allocation instructions are incorrect, the Trustee shall deposit all such amounts received to the Trust Fund in a default investment vehicle established by the Trust, until the Employer's investment direction can be properly completed. If, after a period of thirty (30) days the Trustee is unable to obtain revised instructions from the Employer, the Trustee shall return all such previously-deposited amounts to the Employer, including allocated earnings therein.

4. **Investment Management and Monitoring.** BTC shall have oversight and authority to:
- a) Appoint and monitor an investment manager (the "Investment Manager"), who shall be selected by BTC to have discretionary authority and responsibility to manage the Accounts, and shall have full investment authority and discretion, on behalf of the Accounts, to purchase, sell and trade in securities of all types, including cash and cash equivalents, in such amounts, at such prices, and in such manner as it may deem advisable, subject to applicable laws, including applicable provisions of any governing state laws or regulations, as well as this Renewal Agreement , the established Investment Policy Statement approved by the Retirement Board of Authority, and such other guidelines, policies and restrictions applicable to each Fund Account;
 - b) Assist in the modification of a written Trust Investment Policy Statement for the review and approval of the Retirement Board of Authority and the District's Governing Board ultimate approval;
 - c) Maintain authority and access, as well as the ability to delegate the authority of same, to all Accounts and applicable transaction information to monitor the operations of the Trust and investment of the Accounts in accordance with Investment Policy Statement requirements;
 - d) After consultation with the Retirement Board of Authority, BTC shall terminate and replace the Investment Manager under circumstances and procedures outlined in the Trust and separate investment management agreement between BTC and the Investment Manager.

5. **Accounting and Reporting Transactions.** BTC shall maintain accurate records of all financial transactions in accordance with the written terms and conditions of the Trust. Unless circumstances dictate otherwise for which the Retirement Board of Authority would be duly notified, account statements will be delivered to Retirement Board of Authority no more than twenty (20) business days after the valuation period ends.

6. **Customer Service.** BTC shall provide customer service support that shall include:
 - a) **Internet Access to Accounts.** BTC shall provide the Retirement Board of Authority with secure, online, 24-hour a day, Internet access to Trust account financial information that shall include daily access to all assets held in each Fund Account, contributions received, current asset valuation information and other transactions and expenditures allocated to each fund

 - b) **Telephone Response Team.** BTC shall be available between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, and shall further provide and maintain adequate staff, to receive telephone inquiries and respond to questions from the Retirement Board of Authority or any authorized representative of the Employer. BTC representatives will either make every reasonable effort to respond to any questions or inquiries or shall redirect such questions or inquiries to the appropriate party for further response.

 - c) **Meetings and Teleconferences.** BTC shall make itself available, on an as needed and commercially reasonable basis, to meet with or participate in applicable teleconference communication with the Employer, Retirement Board of Authority, or other appropriate representatives for informational meetings or other necessary business requirements. Any face-to-face meetings that are deemed necessary between the parties shall be arranged for a mutually agreeable time.

7. **BTC Duty of Care.** In exercising its discretionary duties and responsibilities as Trustee as otherwise set forth herein, BTC shall act in accordance with the Uniform Trust Code, as amended, including the obligation to administer the Trust as a prudent person would, by considering the purposes, terms, distribution requirements, and other circumstances of the Trust, and through exercising reasonable care, skill and caution dictated under the then-existing circumstances.

C. **Additional Services.** In addition to the services otherwise provided as referenced above, BTC shall perform other services as agreed to in writing between the parties with such services and applicable fees being determined separately as delineated on the Fee Schedule attached to this Renewal Agreement as “Schedule A”, which shall supersede the Fee Schedule attached to the original Agreement as “Exhibit C”. Such Schedule A may include:

- 1) Administration and processing of benefit claims from the Plan Administrator, as it relates to Trust Fund assets;
- 2) Preparation of Employer-requested reports, other than those generally provided pursuant to this Renewal Agreement;
- 3) Specialized customer service, other than the services to be provided pursuant to this Renewal Agreement;
- 4) Maintenance of other specialized Employer records beyond those specified within this Renewal Agreement; and
- 5) Such other services agreed to between the parties.

D. Responsibilities of the Retirement Board of Authority. During the term of this Renewal Agreement, the District and/or the Retirement Board of Authority as applicable based on binding resolution or other similar authority as communicated to the Trustee by the applicable party, will be responsible for the following Trust administration activities:

1. Abide by the terms of the Trust, which it adopted through the signing of the Adoption Agreement, as well as adopt the Investment Policy Statement, a sample of which is attached as "Exhibit D" to the original renewal Agreement, and provide copies of such documents to BTC and Investment Manager.
2. Facilitate any efforts and processes necessary to ensure the Plan Administrator executes applicable written agreements providing any required consent to compliance with the terms of the Trust or any other corresponding documentation.
3. Determine the amount of any annual contributions and deliver contributions and allocation instructions to BTC in a timely manner in accordance with Trust provisions and applicable state or federal regulations.
4. Hold periodic meetings of the Retirement Board of Authority, for the purpose of reviewing investment performance and compliance with Investment Policy Statement guidelines, as well as engage in annual review and analysis of any applicable modifications to the Investment Policy Statement through meetings and discussions with the Investment Manager and Trustee, as applicable.
5. Provide on a timely basis any necessary Plan participant information to BTC to include personal identification information (including social security numbers), in formats specified by the BTC, as well as all other information as required for BTC or any delegated Investment Manager to perform services under this Renewal Agreement.
6. Provide names of individuals authorized to act on behalf of the Trust in writing, including all applicable Plan Administrators and their Authorized Representatives, as well as notify BTC and the Investment Manager in writing of any changes as soon as a successor is designated.

7. BTC and any delegated Investment Manager shall be entitled to rely upon the accuracy and completeness of all information furnished to them by the Retirement Board of Authority or by any person designated to act on behalf of the Retirement Board of Authority.

E. Fees for Trust Administration Services. Retirement Board of Authority will pay BTC (including applicable fees to be paid to Investment Manager by BTC) the fees and other allowable expenses set forth in the Fee Schedule attached hereto as "Schedule A". Subject to the mutual agreement between the parties, BTC and the Investment Manager retain the right to change fees for service from time to time upon 30 days written notice to Retirement Board of Authority. In the event the Retirement Board of Authority rejects a fee change by sending written notice to the Trustee prior to the date such fee change is to become effective, the current fee schedule shall remain in effect through the end of the current contract term.

F. Responsibility for Errors: Indemnification

1. Retirement Board of Authority will promptly notify BTC of any errors or omissions in information supplied by Employer, its agent or other representatives. In such event, BTC's sole obligation, to the exclusion of any other obligation or remedy for damage or loss, including special or consequential damages, shall be to use its reasonable efforts to correct any resulting errors in any information, records or in any reports it has prepared for Retirement Board of Authority (including filing amended returns, if required), or any other errors that have been identified by the Employer or its representatives.
2. BTC and its officers, directors, employees and other representatives (collectively referred to as a "BTC Indemnified Person") shall be fully protected and indemnified, defended and held harmless by Employer, in relying upon information, direction or instructions received from an Authorized Representative as provided in the Trust, which instructions or directions BTC reasonably believes to be authentic and issued by an Authorized Representative. Should it become necessary to perform some act hereunder and there is neither direction in the Trust nor information or instructions from the Retirement Board of Authority, the Employer on file with BTC relating thereto, and if no such information or instructions can be obtained after reasonable inquiry, BTC shall have full power and authority to act in BTC's discretion, consistent with the purposes of the Trust and its role as trustee. This indemnification will protect a BTC Indemnified Person from all losses, claims, damages, liabilities and expenses incurred (including reasonable attorneys fees and applicable court expenditures resulting from BTC's actions as described in this Section F(2)), with such costs being paid by the Employer. In so acting or in following any instructions from an Authorized Representative, BTC or any other BTC Indemnified Person shall not be liable except to the extent that the actions of BTC or any BTC Indemnified Person constitute fraud, bad faith, misconduct or negligence.

3. BTC, as the case may be, will indemnify defend and hold harmless the Employer, the Retirement Board of Authority and their officers, directors, employees and other representatives (anyone of which is hereafter referred to as an “Employer Indemnified Party”) to the full extent lawful to protect an Employer Indemnified Party from all losses, claims, damages, liabilities and expenses incurred by an Employer Indemnified Party (including reasonable fees and disbursements of counsel including applicable court expenditures) which are the result of either BTC’s fraud, bad faith, misconduct or negligence.
4. BTC will correct at its own expense any errors in the records and reports prepared and attributable to their errors, but BTC shall not otherwise be responsible for special or consequential damages, nor shall it correct any such errors for which the Retirement Board of Authority has knowledge but fails to properly and timely notify BTC in compliance with applicable law.
5. In accordance with applicable legal requirements, Retirement Board of Authority will promptly notify Investment Manager after the settlement date of any errors made or allegedly made in any requested trade of which Retirement Board of Authority has knowledge. The trade will be assumed to have been effected in accordance with the original request if notification is not given within required timeframes. If a loss occurs as a result of a trade for which the Retirement Board of Authority has knowledge but fails to properly and timely notify the Investment Manager of the error, Retirement Board of Authority will indemnify Investment Manager with respect to any loss resulting from such trade.
6. Neither BTC nor Investment Manager will be liable for any loss to the Retirement Board of Authority, any Plan Administrator or its Plan participants for failure or refusal of any transfer agent or investment sponsor to act upon investment instructions, or for any loss incurred due to the inaccuracy, incompleteness, or lack of timeliness of information received from the transfer agent or investment sponsor, unless such losses are caused by the instructions provided by BTC or Investment Manager as applicable.

G. Term

1. (a) This Renewal Agreement shall become effective on the date stated above, and may not be terminated for a period of thirty-six (36) months following the date of this Renewal Agreement unless there has been: (i) a breach of this Renewal Agreement or a failure of either party to comply with applicable laws or regulations, and such breach or failure is not cured within a period of fifteen (15) days, (or such longer reasonable period, not to exceed sixty (60) days as may be required to effect a cure) after the date of such written notice of breach and election to terminate, or (ii) by the Employer, on thirty (30) days written notice, if either of the following conditions occur: (1) a universal healthcare system goes into effect in the State of California or the United States which expressly eliminates the

Employer's obligations to pay any party for its contractual OPEB commitments, or (2) the Employer obtains a current actuarial valuation of the Trust confirming that there is no remaining OPEB liability.

(b) Notwithstanding the provisions of Section G-1(a) above, either party may terminate this Renewal Agreement on the occurrence of the following events, provided that the terminating party gives the other party ninety (90) days advance written notice for such termination:

- i. The termination of the Keenan Program Services Agreement; or
- ii. The receipt by the District of a ruling from the IRS that the Plan and/or the Trust do not meet the requirements of the Internal Revenue Code Section 115 and/or that, as such, the earnings of the trust are not exempt from tax, and such adverse ruling is not reversed before the ninety (90) day notice period has elapsed: or
- iii. The occurrence of any of the following:
 - (A) The dissolution or insolvency of Employer, Keenan or BTC;
 - (B) The filing of a bankruptcy petition by or against Employer, Keenan or BTC; or
 - (C) Either party reasonably interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of the Keenan Program Services Agreement (the "Keenan Services Agreement") or the BTC Agreement, or cause a penalty to either party if the BTC Agreement and/or the Keenan Services Agreement is continued.

2. At the end of the Renewal Agreement's initial term, the Renewal Agreement shall automatically renew for successive twelve (12) month periods unless either BTC or the Retirement Board of Authority provide the other party with at least ninety (90) calendar days' prior written notice of intent to terminate on the scheduled expiration date. The parties agree that the longer period of notice required to be provided by the terminating party is reasonable and necessary in order for the Retirement Board of Authority to transition services to a new trustee. In addition, if a new Agreement is discussed and agreed upon prior to the 48 months term of this Agreement the new Agreement can be placed in effect at the end of the Agreement. No additional fees shall be charged by BTC with respect to the termination of its services except as provided in this Renewal Agreement. However, the non-payment of a bill does not constitute notice of termination and

all fees for services performed through the date a written notice is received are due and payable to BTC. The obligation of Retirement Board of Authority to pay fees and disbursements for services performed through the date of termination and the rights and obligations of the parties under all sections will survive such termination.

3. Upon the termination of this Renewal Agreement and payment of any outstanding fees and after establishment of any necessary reserve requirements as otherwise set forth in the Trust, BTC will relinquish its trustee and custodial relationship as provided for in the Trust, as well as provide Retirement Board of Authority with copies of trust accounting records, if so requested in writing by Retirement Board of Authority, at any time within seven (7) years of the date of termination of this Renewal Agreement. Forms, procedures, software, worksheets, checklists and other processes developed by BTC to perform the services required under this Renewal Agreement are the property of BTC and are not considered the records of the Retirement Board of Authority. A fee will be charged based on time and cost to perform any work necessary for the new trustee to take over the work performed at the request of the Retirement Board of Authority, such fee to be mutually agreed upon by the parties in advance of such work being performed.
4. The above notwithstanding, if the termination of this Renewal Agreement is the result of a dispute over fees paid, or to be paid, to the Trustee as set forth under this Renewal Agreement, in addition to the duties and responsibilities for trustee and custodial transfer as set forth above, BTC shall provide copies of all reports, records or account statements otherwise to the Retirement Board of Authority, as requested, as well as shall retain a copy of such records, reports and other information pending the resolution of any ongoing dispute regarding the fees paid, or to be paid hereunder.

H. Maintenance and Confidentiality of Records

1. **Books, Records and Employer Information.** BTC agrees to the following with respect to all Trust information, books and records and information provided by the Retirement Board of Authority to BTC:
 - a) Retention and Security of Documents and Employer Data. BTC shall maintain copies of all executed Trust related documents, including the Adoption Agreement, written directions of the Employer or Retirement Board of Authority with respect to Accounts, Plan Administrator designations authorized signatory information, and the Employer's approved Investment Policy Statement, as well as shall use commercially accepted standards in retaining, backing up, storing and recovery of any and all Employer data and other electronic documentation in a secure environment.

- b) Safekeeping of Books and Records. BTC agrees to maintain facilities and procedures for the safekeeping of all documents, records, books, files and other materials relative to the Trust and transactions facilitated on behalf of the Employers that participate in the Trust (collectively, the “**Books and Records**”). BTC agrees to maintain such Books and Records for the duration of this Renewal Agreement and not to destroy such Books and Records without Employer’s prior written consent. Employer and any applicable regulatory body shall have reasonable access during normal business hours to such Books and Records. BTC shall provide all necessary assistance in conjunction with any inspection or audit by any applicable regulatory body for no additional fees, but the reasonable out of pocket expenses incurred in connection with such inspection or audit shall be payable at the expense of the Trust at the time such expenses are incurred in accordance with the terms of this Renewal Agreement and the Trust formerly adopted.
- c) Confidentiality of Employer Data. All data and information submitted by Employer to BTC in connection with this Renewal Agreement or the Trust (“**Employer Data**”) is and shall remain the exclusive proprietary information and property of the Employer and shall be considered confidential information. Employer Data shall not be (1) used by BTC other than pursuant to this Renewal Agreement or the Trust, (2) disclosed, sold, assigned, leased or otherwise provided to third parties by BTC except in connection with the provision of services to an Employer pursuant to this Renewal Agreement, unless Employer or the Retirement Board of Authority specifically authorize the release or disclosure of such information; or (3) commercially exploited by or on behalf of BTC, its employees or agents. BTC shall take such steps as shall under the circumstances be reasonable, prudent and appropriate to protect and keep confidential the Employer Data and shall inform its employees of the confidential nature of the Employer Data. BTC agrees to cause each person or entity directly or indirectly controlled by BTC and the officers, employees and agents of BTC and each such controlled person or entity to comply with the confidentiality provisions of this Renewal Agreement.

2. **Required Disclosure.** In the event that BTC becomes legally compelled to disclose any Employer Data, BTC will provide Employer with prompt written notice thereof in order for Employer to seek a protective order or other restriction on disclosure. If BTC is required to disclose information after Employer has sought such protective order or other restriction on disclosure, BTC will furnish only that portion of the Employer Data that it is legally compelled to disclose and no other. BTC agrees to regard and preserve as confidential all records and other information relative to the Trust and will not, without written authority from Retirement Board of Authority, disclose to others during the term of this Renewal Agreement or thereafter any such records or other information except as required by applicable law. However, should a court of law, governmental agency,

participant/employee whether current or former (or attorney there of) request information that is otherwise legally available, BTC shall be held harmless for inadvertently and without malice disclosing such information requested. Likewise, BTC shall not be responsible for and equally held harmless for any other disclosure for which it is legally compelled to provide based on the action or inaction of the Employer, the Retirement Board of Authority or any of its representatives.

3. **Records Inspection.** BTC agrees, during the term of this Renewal Agreement, all records maintained for the Trust shall be open to inspection and audit by Retirement Board of Authority at reasonable times, and that such records shall be preserved and retained for the greater of three years after the related filing date or such other period as may be required by applicable governing regulations as in effect from time to time. On a periodic basis, or if otherwise required in accordance with any legal requirement, BTC, shall engage an independent certified public accountant whose identity and fees are approved by the Retirement Board of Authority with such approval to not be unreasonably withheld, to audit records and information related to the Trust, with the reasonable cost of such audit to be paid for by the Trust. A copy of the report of such audit shall be furnished to the Employer, the Retirement Board of Authority and to any other parties authorized to receive such information.

I. Other Provisions

1. **Entire Agreement, Amendment.** This Renewal Agreement, as well as the Exhibits attached to the original Agreement, including the Adoption Agreement, Trust and any Addendums, as well as other applicable schedules and exhibits, if any, constitute the entire agreement between the parties with respect to the administration of the Trust and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Renewal Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. The waiver by either party hereto of a breach of any provision of this Renewal Agreement shall not operate or be construed as a waiver of any other subsequent breach. To the extent there is any conflict between the terms of this Renewal Agreement and the terms and conditions of the Trust, the Trust shall control any dispute arising therefrom.
2. **Responsibilities of Parties.** In carrying out their responsibilities under this Renewal Agreement, BTC and Retirement Board of Authority shall at all times be subject to the following requirements:
 - a) BTC and Retirement Board of Authority shall act in accordance with applicable laws and shall also act in compliance with the documents and instruments governing the Trust, insofar as such documents and instruments are consistent with the provisions of applicable state law and

any regulations promulgated thereunder. The Retirement Board of Authority further agrees that it shall ensure it has all necessary authorities to contribute any applicable funds to the Trust and shall have all necessary authorizations to act on behalf of the Employer or the Plans to the extent necessary and in compliance with Section 7.5 of the Trust.

- b) To the extent applicable as it relates to Trust Fund, BTC, the Investment Manager, as delegated, and Retirement Board of Authority shall act solely in the interest of the participants and their beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Trust.
 - c) To the extent of all Trust assets held within the Accounts, BTC, the Investment Manager, as delegated, and Retirement Board of Authority shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, but shall also strictly adhere to other applicable state law requirements related to the investment of excess fund assets.
 - d) Retirement Board of Authority shall have the responsibility for selecting the investment asset allocation mixes to include in the Trust, after receiving assistance from BTC and/or Investment Manager accordingly. The Retirement Board of Authority further acknowledges that past performance is no guarantee of future performance of any investments.
3. **Force Majeure.** No party to this Renewal Agreement will be deemed to be in default for any performance, or delay, or failure to perform under this Renewal Agreement resulting, directly or indirectly, from: (a) any governmental action or inaction, labor disputes, mechanical or electrical breakdown, any failure of communication lines, telephone or other interconnect problems or unauthorized access, provided such failure (i) is not the fault of such party; or (ii) could not be reasonably controlled by such party; or (b) any natural disaster; or (c) other events beyond the reasonable control of the parties; provided, further, that such events shall not be excused to the extent they can be obviated by the implementation of BTC's Business Recovery Plan.
4. **Dispute Resolution.** Any and all disputes that may arise out of or relate to this Agreement between Employer and BTC (whether occurring prior to, as part of, or after the signing of this Agreement), shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be settled by arbitration to be held in Los Angeles County, California in accordance with the then current

rules as adopted by the American Arbitration Association, and by the California arbitration statutes, California Code of Civil Procedure §§ 1280, *et seq.* The dispute will be decided by a single arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The Arbitrator shall apply California law. Any party may bring an action in any court of competent jurisdiction, if necessary: (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary or other equitable relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration.

5. **Notice.** Any notice under this Renewal Agreement shall be given in writing by certified mail, return receipt requested, to the address listed below.
6. **Commencement Date.** This First Renewal of the Trust Administrative Services Agreement shall commence as of the date first written above.

Employer: Contra Costa Community College District

Address of Notice: 500 Court Street
Martinez, CA 94553


By:


Eugene Huff, Vice Chancellor – Human Resources/Chief Negotiator

By:


Robert Kratochvil, College President

By:


Jonah Nicholas, Associate Vice Chancellor – Finance and Accounting

By:


Mariles Magalong, Director of Business Services

By:


Michael Anker, United Faculty Representative

By:



Daniela Ballif, Local 1 Representative

By:



Nick Dimitri, Management Council Representative

BTC:

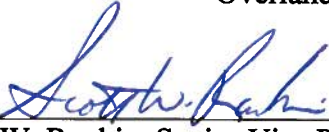
Benefit Trust Company.

Address of Notice:

5901 College Boulevard, Suite 100

Overland Park, KS 66211

By:



Scott W. Rankin, Senior Vice President

Schedule A

**Benefit Trust Company
Fee Schedule and Service Addendum
Contra Costa Community College District**

Trustee, Custodial and Communication Services – Benefit Trust Company shall be compensated for assumption of fiduciary responsibility, custodial services and for performing communication and other non-investment related services, as specified in the Service Agreement, as follows:

Base Annual Fee \$750

Asset Based Trustee Fee 0.10% (10 basis points) per annum on the value of the assets held in trust. Asset based fees will be assessed monthly and collected from the Trust.

Asset Based Investment Management Fee 0.125% (12.5 basis points) per annum on the value of the assets held in trust. Asset based fees will be assessed monthly and collected from the Trust.