

**DONATION AGREEMENT**  
**[TRAINING USE OF SALVAGE GOODS]**

THIS DONATION AGREEMENT is made this 8<sup>th</sup> day of MARCH, 2013 by and between NISSAN NORTH AMERICA, INC. ("Donor") having its principal place of business at One Nissan Way, Franklin, Tennessee 37067 and **Las Positas College**, a non-profit entity ("Donee") having its principal place of business located at **3000 Campus Hill Drive, Livermore, CA 94551**.

**WITNESSETH:**

WHEREAS, Donor wishes to donate to Donee certain damaged automotive products to use for static training purposes and for no other use.

NOW THEREFORE, in consideration of the mutual premises herein set forth, the parties hereto agree as follows:

1. The Salvage Goods:

Donor hereby gives and transfers unto Donee those certain Nissan ® brand vehicles described by chassis and engine numbers on Schedule A, attached hereto and incorporated herein ("Salvage Goods") solely for use, in static form, for automotive or other technical training and no other use.

2. Condition of the Goods:

(a) The Salvage Goods were subjected to damage during Donor's use or from transportation and have been stored in uncovered sites, in some instances, for lengthy periods of time.

(b) Donee acknowledges that it is fully aware of the condition of such Salvaged Goods. Donee further acknowledges that it is accepting the Salvage Goods for use in vocational or other technical training, and will put such goods to no other use. Donee expressly assumes all risks in connection with the possession and use of such Salvage Goods.

3. Absence of any Warranty, Guaranty or Representation:

**NISSAN, ITS AFFILIATES, THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE USE OR PERFORMANCE OF THE SALVAGED GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DONEE ACCEPTS THE SALVAGED GOODS IN "AS IS" CONDITION. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Donee hereby waives any and all claims and demands against the Indemnified Parties for damages, losses, injuries and expenses which Donee, its personnel, or any users may suffer or incur by reason of the use of the Salvaged Goods and/or any and all parts, equipment and accessories used thereon. Donee, on behalf of itself and its

**personnel, other users, agents and subcontractors, assumes full risk of bodily injury, death, or property damage which Donee, its personnel, other users, agents, or subcontractors may suffer while in possession or using the Salvaged Goods.**

4. Prohibition Against Use as Road Vehicles:

The Salvage Goods are donated to Donee in reliance upon the representation by Donee that they will be used for training purposes only and will never be used or driven on any highway, street, or road in the United States or abroad.

5. Proper Disposal; Prohibition Against Sale of Parts:

Donee agrees that it (i) will properly dispose of the Salvage Goods at the end of Donee's permitted use as described herein, and (ii) shall not remove and thereafter sell, loan, donate, or transfer any parts or portions from said Salvage Goods to any other person or entity for any purpose whatsoever; and (iii) shall not transfer ownership or possession of the Salvage Goods.

6. Terms of Delivery and Transfer of Ownership:

Ownership and possession shall pass from Donor to Donee as of the date hereof; whereupon, Donee shall provide to Donor a letter evidencing the donation of the Salvage Goods for tax purposes.

7. Liability, Hold Harmless and Indemnification:

(a) As of the date hereof, all liabilities and responsibilities in connection with the Salvage Goods shall pass to Donee.

(b) Donee agrees to indemnify, defend and hold the Indemnified Parties (as defined above) free and harmless from and against any and all losses, claims, liabilities and/or reasonable expenses (including legal and other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such claim or liability, whether or not resulting in actual liability to the Indemnified Parties) based upon or resulting from the assertion of any claim or demand growing out of or resulting from the Salvage Goods or any use of the Salvage Goods by Donee or any third party, and their respective successors, heirs, personal representatives, and assigns.

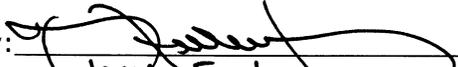
8. Miscellaneous:

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect thereto. No modification hereof will be binding unless in a writing and duly executed by the parties hereto. Donee shall not assign this Agreement to any third party. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of the Agreement will remain in full force and effect. This Agreement will be governed by the laws of the State of Tennessee, without regard to conflict of law principles. Jurisdiction and venue for any claims relating to this Agreement or the Salvage Goods will be in the state or federal courts in Williamson County, Tennessee and Donee hereby submits to the jurisdiction of such courts.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT, in duplicate, as of the day and year first above written.

NISSAN NORTH AMERICA, INC.

**Las Positas College**

By:   
Name: Jack Feeley  
Title: Training Instructor.

By: \_\_\_\_\_  
Name: Lorenzo Legaspi  
Title: Vice Chancellor, Business Services

3.8.13

**DONATION AGREEMENT**  
**[VOCATIONAL USE OF SALVAGE GOODS]**

**SCHEDULE A**

Donee: **Las Positas College**

Address: **3000 Campus Hill Drive, Livermore, CA 94551**

<b>DESCRIPTION</b>	<b>MODEL/SERIAL NUMBER</b>	<b>ENGINE NUMBER</b>	<b>VALUE</b>
2004 Sentra	3N1AB51A24L000077		\$4137
2007 G35	JNKBV61E27M700045		\$16750

**TOTAL DONATION VALUE**

**\$20,887**