CONTRACT AMENDMENT #3
TO THE SOFTWARE LICENSING AGREEMENT
BETWEEN COLBI TECHNOLOGIES, INC.
AND THE
SAN LEANDRO UNIFED SCHOOL DISTRICT

ORIGINALLY EXECUTED JANUARY 16, 2007
AND AMENDED SEPTEMBER 17, 2013

Colbi Technologies, Inc.
17792 Orange Tree Lane
Tustin, CA 92789
Larry Goshorn, President
714-505-9544 ph
714-838-8113 fax

Colbi Technologies, Inc., hereinafter referred to as "Licensor", and the San Leandro Unified School District, herinafter referred to as "Licensee", in consideration of the promises made herein, agree to amend the Agreement as follows:

Section 4.01 as amended is hereby replaced with the language below:

> Section 4.01. The cost of the Software License is 1/10 of 1% of the building program dollars that are monitored by the software. Licensee has a current license capacity of $160,000,000 in building program dollars and is purchasing an additional $40,208,000 in capacity. This amount revises the current building program dollars and license capacity to $200,208,000.
>
> Upon receipt of payment of $40,208 for license fee, Licensor shall increase license capacity to $200,208,000.

Unless specifically changed by this Amendment, all terms and conditions of this Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this September 17, 2013. Such parties acting by their representatives being thereunto duly authorized.

Colbi Technologies, Inc. _____ District_____

By: Larry Goshurn
President

Federal ID #01-0679543

By: Song Chin-Bendib
Assistant Superintendent of Business and Operations