

AGREEMENT
between
AMERICAN HONDA MOTOR COMPANY, INC. (AHM)
and
SUFFOLK COUNTY COMMUNITY COLLEGE

This letter shall confirm the Agreement between American Honda Motor Co., Inc. ("AHM") and Suffolk County Community College ("College"), that the College will include the American Honda Professional Automotive Career Training ("PACT") into its Automotive Technology Degree program as outlined below:

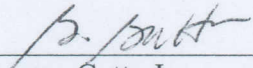
1. PACT is designed to allow students to receive concentrated training in the repair and maintenance of Honda and Acura automobiles; PACT consists of technical training for automotive technicians specializing in the service and maintenance of Honda and Acura automobiles. The College will provide a degree or certificate in Automotive Technology to qualifying PACT graduates. The College will deliver its standard generic curriculum which emphasizes basic concepts as well as a mutually agreed upon selection of basic AHM Individualized Skills Training ("IST") modules. An instructor concurrently with the generic College curriculum shall deliver these basic modules in a group environment. The AHM basic IST modules shall supplement the College curriculum, not replace it. The College shall ensure that the instructors of each class have received either training or consultation (to be determined on a case by case basis by the senior instructor from AHM Training Center on the content and delivery of this basic IST curriculum used in any automotive class). Any changes made to AHM curriculum require the advance approved of AHM.
2. The College shall provide sufficient classroom, shop area, academic space, basic equipment, and tools for conducting PACT at the Institute. All such items shall be subject to the reasonable approval of AHM.
3. The College shall conduct a National Automotive Technicians Education Foundation ("NATEF") oriented program of instruction including the provision of qualified faculty, and program oversight.
4. The College shall provide qualified technical instructors and AHM shall provide specialized Honda and Acura training for said instructors.
5. All students must meet minimum entry requirements mutually acceptable to AHM and the College.
6. The College shall provide assistance to the students in the form of academic advising, tutoring, counseling, and financial aid services.

7. The College shall maintain all student records, and furnish program and, to the extent permitted by the Family Educational Rights and Privacy Act of 1974, enrollment information to AHM on a term basis or upon program completion by enrolled students.
8. In order to supplement the College's approved automotive curriculum, AHM shall provide Honda and Acura technical training materials of types and amounts mutually determined by AHM and the College. Any deviations or changes to these materials made by the College must be approved in advance by AHM.
9. AHM and the College shall be jointly responsible for the promotion and advertising, as well as for the recruitment of students into PACT. All promotional and advertising material referring to PACT shall be pre-approved by both AHM and the College.
10. AHM and the College shall conduct the program so that it complies with all requirements necessary to retain NATEF certification.
11. AHM shall inform its dealers of the program and actively encourage them to hire PACT graduates. Neither AHM nor the College make any commitment or guarantee that PACT graduates will actually be hired by AHM.
12. To the extent permitted by law, the College shall indemnify, defend and hold AHM harmless from and against any and all costs, expenses, claims or lawsuits arising out of PACT at the College allegedly resulting from the negligence of College's students, instructors and personnel. AHM shall indemnify, defend and hold the College harmless from and against any and all costs, expenses, claims or lawsuits arising out of PACT at the College allegedly resulting from the negligence of PACT officers, agents and employees. The College and AHM shall maintain liability insurance and shall provide a certificate of insurance upon request.
13. AHM shall provide (with types and amounts mutually determined by AHM) vehicles, manuals, equipment, training components and training aids, and instructional materials for Honda- and Acura-specific training. The College shall maintain all such items in good condition, understanding that the materials and equipment will receive reasonable use by students enrolled in PACT. The College agrees not to operate any AHM donated vehicle on public roads or sell AHM donated vehicles.
14. AHM shall provide Honda- and Acura-specific training for at least two (2) College instructors at a designated AHM training facility. There shall be no charge by AHM for the training. All other costs associated with this training such as, but not limited to, travel, lodging and meals shall be the responsibility of the College.

15. AHM may conduct on-site visitations (at times mutually determined by AHM and the College) to observe the College's instructors conducting classes. At least one (1) week before the visitation, AHM shall advise the College of the visitation date, the area(s) AHM wishes to observe, and the criteria AHM shall use for evaluation purposes. AHM understands that the College will also conduct its own assessment of individual students' academic progress and the overall PACT.
16. The AHM name and PACT logo are trademarks of AHM and shall remain the sole property of AHM. The College may use the name and logo solely in conjunction with this program, provided that the College submits all items using the name and/or logo to AHM for approval prior to use.
17. This agreement shall commence upon the acceptance and signing of this agreement by both AHM and the College, and shall continue until either party gives sixty (60) days written notice of termination. The program shall, however, continue for students through their regularly scheduled completion date, provided that they are actively enrolled and participating in the program at the time the notice of termination is issued.
18. All further details concerning this agreement will be jointly coordinated and agreed to between the College's Industrial Technology Dean and the Industry Education Coordinator from AHM.

The above Agreement is hereby accepted and agreed upon as follows:

Suffolk County Community College

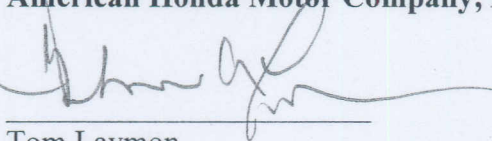


George Gatta Jr.
President
Suffolk County Community College

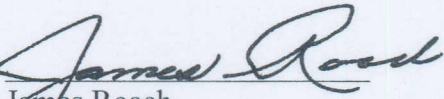
Date

12/17/09

American Honda Motor Company, Inc.



Tom Laymon,
Assistant Vice President, Parts and Service Operations



James Roach,
Senior Vice President, Parts and Service Operations

Date

12. 9. 09