

FIRST AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

This First Amendment to Project Management Agreement (this “**Amendment**”) dated as of February 13, 2024 (“**Effective Date**”), is made by Navigator Schools, a California nonprofit public benefit corporation (“**Client**”) and Pacific Charter School Development, Inc., a California nonprofit public benefit corporation (“**PCSD**”). Client and PCSD are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Client and PCSD are parties to that certain Project Management Agreement with an Effective Date of August 29, 2023 (the “**Agreement**”), pursuant to which, among other things, PCSD agreed to provide certain project management services to Client to facilitate the development and construction of charter school facilities on that certain real property, together with all improvements located thereon, commonly known as 277 I.O.O.F. Avenue, Gilroy, CA 95020 (the “**Property**”), for use by Client in the operation of a public charter school located on the Property (the “**Project**”). Capitalized terms used and not otherwise defined herein shall have the meanings given in the Agreement.

B. The Parties desire to amend the Agreement to reflect (a) additional Project scope and PCSD services, including (i) expansion of the administration modular and staff bathroom, and modular changing room for students and (ii) supporting Client with finding gap financing in order to start construction prior to it receiving its final apportionment from Proposition 51; and (b) an increase of \$70,000 to the Project Management Fee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

AMENDMENTS.

1. Subsection 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

PCSD’s fee for the Services will be Three Hundred Twenty Thousand Dollars (\$320,000) (the “Project Management Fee”) subject to adjustment as set forth in Section 1.3. The Project Management Fee will be paid in accordance with the following schedule:

First, beginning on September 1, 2023, five (5) monthly payments of Sixteen Thousand Six Hundred Sixty-seven Dollars (\$16,667)

Second, beginning on February 1, 2024, ten (10) monthly payments of Twenty-Three Thousand Six Hundred Sixty-Six Dollars and 50/100 (\$23,666.50).

If the Project is completed in less than Fifteen (15) months, PCSD reserves the right to bill the balance of the Project Management Fee that remains unpaid immediately upon final Project completion. Each invoice will be due within fifteen (15) business days after receipt. A late fee of TEN PERCENT (10%) per annum or the maximum allowed by law,

whichever is less, shall be due and payable for any invoices not paid within the aforementioned period.

2. The Project Description set forth in Exhibit A is hereby deleted in its entirety and replaced with the following:

The Project is to build two new TK classrooms, replace square footage to build two new kindergarten classrooms, develop a TK/K play area, add a shade structure and a new, expanded administration modular and staff bathroom, and modular changing room for students all at the property located at 277 I.O.O.F. Avenue, Gilroy, CA 95020 (“**Property**”).

3. An additional service is hereby added to the “Original Budget and Financing” section of Exhibit B as follows:

	Supporting Client with finding gap financing in order to start construction prior to it receiving its final apportionment from Proposition 51	PCSD	CLIENT
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4. Section 1(c) of Exhibit C is hereby deleted in its entirety and replaced with the following:

Builder’s risk insurance in an amount equal to the full replacement value of the improvements being constructed on the Property by or for the benefit of Client in relation to the Project for the duration of any work performed on the Property in relation to the Project. Builder’s Risk insurance shall not be required until the construction phase of the Project.

MISCELLANEOUS.

1. The Parties hereby acknowledge and confirm that the Agreement, as amended by this Amendment, is valid and binding and in full force and effect, enforceable against each of them in accordance with its terms.
2. This Amendment may be executed in multiple counterparts which, when taken together, shall constitute a single instrument. Legal delivery of this Amendment may be accomplished by facsimile or email or other electronic transmission of signatures.
3. The recitals in the opening paragraphs of this Amendment are incorporated into and are a part of this Amendment.
4. No other terms or conditions of the Agreement shall be negated or changed as a result of Amendment.
5. This Amendment shall be governed, construed and interpreted by, through and under the laws of the State of California.

REQUIREMENT FOR VALID AGREEMENT. Unless and until this Amendment is fully executed and delivered by all Parties, there is not an agreement of any kind among the Parties, concerning the subject matter of this Amendment, that is binding upon any Party or upon which any Party can or should rely.

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IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

NAVIGATOR SCHOOLS

By: _____
Name: Caprice Young, Ed.D
Its: CEO & Superintendent

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

By: _____
Name: John Sun
Its: President & CEO