

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 on behalf of Hayward Collegiate, a California public charter school (“**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 July 1, 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 166 W. Harder Rd., Hayward, CA 94544 (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) supporting Client through the entitlement process and (ii) assisting and advising Client with Fire, Life, Safety work; and (b) an increase of \$35,000 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 One Hundred Fifteen Thousand Dollars (\$115,000) (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 July 1, 2023, seven (7) monthly payments of Eight Thousand Dollars (\$8,000), which have all been received as of the Effective Date.

Second, beginning on February 1, 2024, six (6) monthly payments of Nine Thousand Eight Hundred Thirty-Three Dollars and 33/100 (\$9,833.33).

If the Project is completed in less than Ten (10) 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:

This project is for the placement of three portables on the property located at 166 W Harder Rd, Hayward, CA 94544; guidance through the entitlement process for the Project; and assistance with Fire, Life, Safety work in certain existing classrooms.

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

	Supporting Hayward Collegiate in obtaining private financing to fund their modular project (bond or municipal financing will require alternative, licensed professional guidance)	PCSD	CLIENT
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4. An additional service is hereby added to the “Permitting & Utilities” section of Exhibit B as follows:

	Assist and advise on Fire, Life, Safety (FLS) work in existing classrooms.	PCSD	CLIENT
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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