

THIS CONSULTING AGREEMENT is made effective as of July 1, 2024, between **NAVIGATOR SCHOOLS** (“Client”) and **PINNACLE STRATEGY LLC** engaged in the consulting business with a business address of 260 Hidden Valley Rd., Hollister, CA. 95023 (“Consultant”).

RECITALS OF FACT

- A. NAVIGATOR SCHOOLS desires to engage the services of a consultant with experience in the areas of government affairs, Land-use consulting and public relations services.
- B. Consultant is experienced in those areas of consulting and is willing to render services to NAVIGATOR SCHOOLS.

Now, therefore, for good and valuable consideration, Client and Consultant agree as follows:

Article 1. Engagement and Scope of Work

Subject to the terms and conditions of this Agreement, Client engages Consultant, and Consultant hereby accepts such engagement, to perform services for Client in the areas of land-use consulting and public relations in Hollister, California. Consultant will assist and provide strategic advice to and perform necessary government relations related to: Public Relations, Government Relations and land-use consulting.

Consultant shall perform all services in accordance with (a) the highest professional standards and practices prevailing in San Benito County, California, (b) all applicable laws, rules and regulations, and (c) in compliance with any of Client’s policies and procedures applicable to independent contractors and delivered in writing to Consultant at the time that Client executes this Agreement.

Scope of Services to include:

- Set up Meetings: At the top of the list of items we would aid in is lining up closed-door meetings with mayors, City Council members, city planners, commissioners and department heads.
- Real Estate: Work with your development director on recommendations for real estate acquisitions or leases.
- Obtain Local Approvals: Secure meetings with city planning and all local officials to get special use permit or conditional use permit as needed for operations.
- Management: This includes facilitation of meetings, conference calls, inquiries via phone and email.
- Review and implement political strategy with electeds.

Initials _____

- Work with local elected officials to learn more about Navigator Schools.

Article 2. Compensation for Services

For Consultant's services rendered under this Agreement, Client shall pay to Consultant a fee computed as follows:

For Services under Article 1 above: a) July 2024, the sum of Five-Thousand Dollars (\$5,000); b) August 2024, the sum of Two-Thousand Dollars (\$2,000); c) Sept 2024 – June 2025, the sum of Three-Thousand Dollars (\$3,500) per month payable on the first (1st) of each month. Initial payment of \$5,000 will be made upon execution of this agreement applicable toward the month of July 2024.

All fees due to Consultant under subparagraph A shall be paid to Consultant in check form, wire form, cash or the equivalent at Consultant's business office.

Bonus Incentive: If Consultant is able to receive approval of Tenant improvements and a Conditional Use Permit on or before December 31, 2024, Client shall provide Consultant with a Thirteen Thousand Dollar (\$13,000) bonus. For every month thereafter beyond December 31, 2024, this incentive bonus will be reduced by the amount of Two Thousand Dollars (\$2,000) per month

Article 3. Term of Agreement and Termination

This Agreement shall become effective as of July 1st, 2024 and shall terminate on June 30, 2024, or upon termination of this Agreement in accordance with the remainder of this Article 3, whichever comes first.

Consultant may terminate this Agreement without cause by giving written notice to Client thirty (30) days in advance of the date of such termination. A termination of Consultant by Client without cause shall not serve to relieve Client from its obligation to honor the terms of this entire agreement, especially Article 2, for the full term.

Notwithstanding the foregoing Client may terminate this Agreement with or without cause with a minimum of a 30-day notice. No such termination shall excuse Client from payment of Consultant's fee earned prior to the effective date of termination.

Article 4. Terms of Payment

Consultant shall provide services as an independent contractor to Client and not as an employee. Accordingly, Client will not withhold from any payments any amounts for income taxes, Social Security contributions, unemployment or workers' compensation insurance or other purposes, which obligations shall be the sole responsibility of the Consultant. Consultant is not entitled to any of the employee benefits provided by Client to its employees (including

Initials _____

without limitation any insurance, medical, workers' compensation, vacation, profit sharing, retirement, disability, pension, or other welfare or benefit plan of Client.

Article 5. Confidentiality

Consultant shall keep confidential all information, oral or written, obtained by Consultant in the course of performing Services under this Agreement. Consultant shall not disclose to any party other than Client any reports, analyses, conclusions or recommendations of any type developed by Consultant in performing the Services. This obligation of Consultant shall be of a continuing nature and shall not be canceled by the termination of this Agreement. Consultant further agrees that if, due to its performance of the Services, Client considers that Consultant may obtain knowledge or access to privileged, secret or otherwise confidential technology or other information provided to Client from any third parties under agreements, Consultant will comply with any request of Client to sign reasonable nondisclosure, secrecy, or confidentiality agreements related to such information with such third parties. This obligation of confidentiality shall not apply to information (i) that is previously known, or available, to Consultant on an unrestricted and non-confidential basis; (ii) that is, or becomes a part of the public domain; or (iii) that is learned by consultant from a third party who has obtained such information free of any obligation of confidentiality.

Article 6. Ownership of Work Product

Title to all tangible work product, designs, concepts, plans, slogans, trademarks, software, reports, processes, specifications, working papers and other materials created by Consultant alone in connection with the Services (the "Work Product") shall vest solely in Client; and Consultant shall deliver the same, together with all supporting documentation, materials and files, promptly to Client upon the request of Client or the termination of this Agreement. The Work Product and any part thereof, may be used by Client in whole or in part or in modified form for such purposes as Client in its sole and absolute discretion, deems desirable, without further notice or compensation to Consultant or any other person. All Work Product prepared by Consultant and its employees under this Agreement is prepared as "works made for hire" as that term is defined in Section 101 of Title 17 of the United States Code, and all title, ownership and copyright privileges are and shall at all times be in Client. If for any reason Client may be deemed not to have commissioned a "work made for hire" and its rights to copyright are hereby in doubt, Consultant agrees that this Agreement shall constitute an irrevocable and total assignment to Client of all rights in the work prepared for Client.

Article 7. Status

Consultant is an independent contractor of Client and not an employee or agent. Consultant shall have no authority to enter into any contract or assume any obligation on behalf of Client without the prior written consent of Client. Consultant shall alone determine how and when to perform Services and will not be supervised by Client in the performance of Services, particularly with respect to the manner and details in which such services are performed.

Initials _____

THIS AGREEMENT IS NON-EXCLUSIVE. CONSULTANT AGREES TO DEVOTE SUCH TIME TO PERFORM SERVICES UNDER THIS AGREEMENT AS IS NECESSARY OR APPROPRIATE. CLIENT ACKNOWLEDGES THAT CONSULTANT WILL ENGAGE IN OTHER BUSINESS ACTIVITIES DURING THE TERM OF THIS AGREEMENT AND MAY BE EMPLOYED OR RETAINED BY OTHERS INCLUDING, BUT NOT LIMITED TO, OTHER BUSINESSES IN THE SAME INDUSTRY AND NON-RELATED BUSINESSES.

Article 8. Arbitration

Any controversy or any claim involving a monetary claim in excess of \$5,000 arising out of or relating to this Agreement or any breach thereof, shall be resolved finally by binding arbitration conducted in Hollister, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator mutually selected and agreed upon by both parties. If the parties are not able to agree to a single arbitrator within ten (10) days of the demand of either party for arbitration, either party may initiate arbitration by application to the AAA. The parties shall have the right to discovery under the California Code of Civil Procedure. The prevailing party shall be awarded its reasonable attorneys' fees and other costs of the arbitration and for enforcement of any judgment, in addition to any other relief awarded by the arbitrator.

Article 9. Indemnity

Client shall indemnify Consultant against, and shall hold Consultant harmless from, any and all claims arising from Client's acts and omissions with respect to any business transaction, including without limitation the daily operation of the facility and development and construction of the subject site and acts and omissions by any business entity in which Equity exists, except to the extent that the claim arises solely from the acts or omissions of Consultant.

Similarly, the consultant shall indemnify consultant from any errors, acts or omissions with respect to its conduct beyond the span control of Client of the terms and conditions of this agreement.

Article 10. Binding Effect

The obligations of Client under this Agreement shall bind Client, its trustees, beneficiaries, partners, shareholders, principals, assignees, and affiliates.

Article 11. Miscellaneous

- (a) Any modification or amendment to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (b) This Agreement constitutes the entire agreement of the parties with respect to the

Initials _____

subject matter hereof and supersedes all prior agreements, understandings and correspondence, whether oral or written, with respect to the same subject matter.

(c) This Agreement may not be assigned by Consultant.

(d) This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to its conflicts of laws and principles.

(e) All notices hereunder must be in writing and delivered to the parties at the addresses set forth above. Notices shall be deemed delivered upon the receipt (if delivered personally, by overnight courier or by receipt-confirmed facsimile) or three days after mailing if placed in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NAVIGATOR SCHOOLS

Print Name: _____

Date: _____

Signature: _____

PINNACLE STRATEGY LLC

Print Name: Victor Gomez

Date: July 1, 2024

Signature: _____

Initials _____