CONSULTING AGREEMENT

Olive PR Solutions, Inc. and Little Italy Association

July 1, 2016

Thank you for the opportunity to be of service to you and your organization. This letter agreement sets forth the terms of our non-exclusive consulting arrangement which you ("Client") shall pay to Olive PR Solutions, Inc. ("Agency") for public relations and social media management services ("Agreement"). If you have any questions concerning any of the terms of this Agreement, please contact me as soon as possible, and I will be glad to discuss them with you. The terms are as follows:

1. Appointment of Agency
   a) As of the date of this Agreement, the Client hereby appoints the Agency as its public relations and marketing agent. In this capacity, the Agency will provide services to Client as set forth below ("Services"):
      i. Provide strategic counsel on all things pertaining to marketing, public relations, media relations, and social media;
      ii. Provide accurate reports of all services; and
      iii. Perform other requested services during the agreement as agreed upon by both parties.

Services Provided	Media Relations	Social Media
Strategic Communications Plan	Included	Included
Media Outreach	Included	Included
Media Outlets	Regional and National	N/A
Awards, Speaking Opportunities, and Event Recommendations	Included	Included
Cross-promotions and Partner Marketing	Included	Included
Grassroots Promotions/Corporate Social Responsibility Events	Idea generation and support	Included
Advertising	Recommendations Only	Strategy and facilitations – ad budget will be billed directly to client and is not included in this budget
Reporting and Administration	Included	Included

2. Compensation and Expenses
   a) As compensation for Agency services, Client agrees to pay Agency a **four thousand eight hundred thirty three dollars ($4,833)** monthly retainer. Services will commence on **July 1, 2016**. Fees are not contingent upon certain results, and Agency cannot warrant or predict the results of services to Client. The first payment shall be due on the date of this Agreement and all subsequent payments shall be due and payable on the 1st day of the month ("Fee").
   b) In addition to the monthly retainer, Client agrees to pay Agency a **five hundred dollars ($500)** project fee for the following events on the following months:
      i. April: Gran Fondo San Diego
      ii. June: Washington Elementary VanGo! and Taste of Little Italy
      iii. July: Little Italy Summer Film Festival, State of the Neighborhood Dinner Reception, and Marine Band San Diego Summer Concert
      iv. September: Labor Day Stickball Tournament
      v. October: Little Italy FESTA!, The Bulls of Sant' Agata Charge Little Italy, Trick-or-Treat on India Street
      vi. November: Small Business Saturday
      vii. December: Little Italy Tree Lighting & Christmas Village
   c) In addition to the monthly retainer, Client will be billed for out-of-pocket costs, including, but not limited to, printing, photographer fees, photography lab expenses, postage, shipping, photocopying, mileage, parking fees, tolls, messenger, overnight couriers, travel and other customary and ordinary out-of-pocket expenses incurred in Client's representation. Any single expenditure will require client's prior approval. Third-party invoices will be billed directly to Client when possible.

3. Payment of Fees and Costs
   a) Payment for Fees and costs are due and payable by the 15th of each month. An invoice for Fees and costs incurred in connection with Client's representation will be submitted to Client monthly.
   b) Late charges at the rate of 5% per month may be added to any amounts not paid by the due date.
   c) If payment is not received by the 20th of each month, services will be put on hold until payment is received.
   d) In the event of non-payment, Client agrees to pay Agency for attorney fees and court costs associated with collecting any unpaid amount. In the absence of any written objection thereto, Client will be deemed to have accepted the invoice as correct through the period of time covered by such invoice. In the event the Client disagrees with or questions any amount under an invoice, Client agrees to communicate such disagreement to Agency in writing within fifteen (15) days of the invoice date. Any claim or disagreement not made within fifteen (15) days of the invoice date will be waived.

4. Termination
   a) The Agreement will continue until June 30, 2017. The parties expressly acknowledge that thirty (30) days' notice is required to cover personnel time involved in work assignments, in preparing all materials and records for transfer to Client and assuring fair treatment for Agency personnel involved in the account. The Agency will NOT be required to reimburse the payment to the Client for any amount.
   b) Termination upon breach: Either party may terminate this Agreement upon the material breach of any provision by the other party; provided, however, that if the Client alleges there has been a material breach, the Agency must be notified in writing regarding the specifics of the alleged breach and given an opportunity to cure the defect within ten (10) days after the date of the notice. Upon the Agency failing to cure an actual breach within such period, the Client may terminate this Agreement.

c) Return of Property Upon Termination: Upon termination of this Agreement, whether by its terms or upon notice or breach, the Agency shall return to the Client all tangible personal property and work performed by the Agency on the Client's behalf during the term of the agreement, conditioned upon receipt of full payment by the Client of all amounts due and owing under this Agreement (including any Addendums and Change Orders).

d) Client agrees to assume any and all liability for contracts with third parties made on Client's behalf by Agency and shall indemnify and defend Agency for any liability thereunder in accordance with Section 9 below.

5. Confidential Information

a) Agency recognizes that it may be necessary for Agency to receive Confidential or Proprietary Information with regard to this Agreement. This Confidential and Proprietary Information has been compiled by the Client at great expense and over a great amount of time. The Confidential and Proprietary Information is the sole and exclusive property of the Client. In performing the services under this Agreement, Agency may be provided or may otherwise come into the possession of proprietary information, customer databases, customer leads, customer information, product and service information, and other confidential information regarding the business and services of Client (hereinafter, the "Confidential Information") all of which are valuable to Client or are required by law or good business practices to be held confidential. Agency agrees to receive, hold and treat all Confidential Information received from Client as confidential and secret and agrees to use its best efforts to protect the confidentiality and secrecy of such Confidential Information. Agency agrees to only divulge Confidential Information to its employees/contractors who are required to have such knowledge in connection with the performance of their obligations under this Agreement, and Agency shall not disclose, directly or indirectly, any Confidential Information whatsoever, including without limitation, for its own benefit or any third party's benefit. Confidential Information does not include information which (i) was or becomes generally available to the public, (ii) was or becomes available on a non-confidential basis, provided that the source of such information was not bound by a confidentiality agreement in respect thereof, (iii) was within Agency's possession prior to being furnished by or on behalf of Client, provided that the source of such information was not bound by a confidentiality agreement in respect thereof, or (iv) the information is a duplication of materials that Agency already possesses.

b) Upon termination of this Agreement, Agency shall return all copies of Confidential Information, return all original documents and publicity materials within five (5) days after this Agreement terminates.

6. Independent Agency

a) It is the intention that the Agency shall have independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the California State Revenue and Taxation Code relating to withholding at the source of income, Workers' Compensation Insurance, 401K plans, and other benefit payments and their liability claims. Agency shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Client shall not be liable for any obligations incurred by Agency unless specifically authorized in writing.

7. Proprietary Information

a) Client shall have sole and exclusive ownership of all right, title and interest in and to Client's Proprietary Information and Materials, including any derivative works thereof, including ownership of all copyrights, trademarks, service marks, patents, and trade secrets pertaining thereto (collectively, the "Proprietary Information"). Agency may use Client's Confidential and

Proprietary Information and Materials, subject only to the rights and privileges expressly granted by Client. Copyrights or trademarks to all content prepared by the Agency for the benefit of Client shall be vested in Client, except where previous copyrights or trademarks may exist in purchased or licensed material.

8. Indemnification
   a) Agency agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for Clients with a view to avoiding any claims, proceedings or suits beings made or instituted against Agency or Client. It is mutually agreed, however, that Client will indemnify and defend Agency against any loss Agency may incur as the result of any claim, suit, or proceedings made or brought against Agency based on any advertising or publicity which Agency prepared for Client based on information provided by Client, and which Client approved prior to publication or broadcast. Client will indemnify and defend Agency against any loss Agency may incur as a result of any such claim, suit or proceeding made or brought against Agency based upon (i) information Client provides Agency and which Client approves in writing before its publication (or broadcast) unless due to Agency's negligence; and (ii) any advertising element which is furnished by Client to Agency and which allegedly violates the personal or property rights of any other party. If any action or proceeding is brought against Agency by reason of any such claims, Client, upon notice from Agency shall defend such action or proceeding at Client's sole cost by counsel reasonably satisfactory to Agency. The foregoing indemnity shall be a payment obligation and not merely a reimbursement obligation, it being understood that Client and Agency have a "contrary intention" with respect to the provisions of paragraph 2 of Section 2778 of the California Civil Code

9. Damages for Hiring Agency Employees
   a) If, during the term of this Agreement or for twenty-four (24) months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of the Agency (or ex-employee within twenty-four months of the employee's termination from the Agency) who has provided services to Client on behalf of Agency, Client agrees that Agency will be damaged.
   b) Accordingly, Client agrees that for each such Agency employee hired by Client, Client will pay Agency the equivalent of one year of final salary for the employee as liquidated damages. Notwithstanding the foregoing, for the purposes of this section 9, "employee of the Agency" shall include only employees of the Agency who provide services to the Agency customers and shall not include accountants, attorneys or other independent contractors of the Agency who provide services to the Agency itself.

10. General Provisions
   a) The Agency will devote its best efforts to furthering the Client's interests and to making the Client's programs successful. The Client will aid the Agency in doing so by making available to the Agency all needed information and materials pertaining to the Client's products and services and by cooperating with the Agency as necessary.
   b) The Agency can't and will not be held accountable for any claims made by the client.
   c) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the terms and conditions of this Agreement, and contains all of the covenants and agreements between the parties with respect to same. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

d) No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times under this Agreement.

e) Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

f) All notices hereunder must be in writing and sent to the address of each party indicated on the signature page to this Agreement. Should either party have a change of address, the other party shall immediately be notified of such a change in writing.

g) This Agreement may not be amended or modified except by a written Change Order signed by each of the parties hereto.

h) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

i) Except as set forth in this Agreement, no statement or promise has been made by the Agency on behalf of or by any employee or representative thereof. This Agreement constitutes the entire agreement of the parties with respect to the subject matter set forth herein, and supersedes all prior agreements and understanding, both written and oral, between the parties with respect to the subject matter hereof.

The foregoing sets forth the entire agreement between Client and Agency. I appreciate the opportunity to be of service and look forward to working with you and your Client. If the foregoing is acceptable, please sign and date a copy of this letter and return it to Olive PR Solutions at the address below or via email at jennifer@oliveprsolutions.com

AGENCY:
Olive PR Solutions, Inc.
434 West Cedar Street #300
San Diego, CA 92101

Jennifer Borba von Stauffenberg, President

Jennifer Borba von Stauffenberg 7/7/16

Agency Signature Date

CLIENT:
Little Italy Association
2210 Columbia Street
San Diego, CA 92101

7/6/16

Client Signatures Date

Steven J. Galasso, President