

LEASE AGREEMENT

This deed of lease entered into as of the 5th of February 2020, by and between the City of Alexandria, hereinafter referred to as the Landlord, and Upwardly Global (UpGlo), hereinafter referred to as the Tenant. The City of Alexandria is assigned the responsibilities of the Landlord for the purposes of leasing to Upwardly Global.

WITNESSETH THAT:

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant the following property (the "Premises"), together with full rights of ingress and egress, in the City of Alexandria, Virginia. The Premises are more particularly described as:

Approximately one (1) desk as office space, 3 days per week, at 1900 North Beauregard Street #300 Alexandria, VA 22311. The Landlord agrees to let and demise unto the Tenant, the buildings and grounds shown and described in Exhibit A, referred to hereafter as the Premises.

2. **USE of PREMISES.** The Premises are to be used and occupied by the Tenant for the purposes of operating UpGlo programmatic work, including but not limited to office, entry hall, conference room, back hall, wing, basement, and rear parking lot throughout the term of this lease and any extensions thereof. The Tenant shall have quiet enjoyment and peaceful possession of the premises for the full term herein granted and for all renewal terms herein provided for. Along with dedicated desk space, Tenant will have access to the printer / copier, phone, and internet.

3. **TERM.**

(a) The initial term of this lease shall be twelve (12) months beginning on the 30th of September 2019, (the "Commencement Date") and terminating on the 29th day of September 2020 (the "Termination Date").

(b) This lease and all amendments thereto may be renewed, at the option of the Landlord, and with the mutual agreement of both parties, in 1-year periods, with all terms of the lease being subject to renegotiation. The Landlord will notify the Tenant six months prior to the end of the initial term, or of any renewal term, of its intent to either renegotiate different terms or not to exercise its option to renew.

4. **RENT.** The Tenant shall pay the Landlord Five Thousand Dollars (\$5,000.00) per year as rent (the "Rent") for the Initial Term and any subsequent renewals or extensions thereafter. Payments will be made on a quarterly basis.

5. **CONDITION OF PREMISES.**

The Landlord covenants, warrants, and agrees:

- a) That the premises may be used for the purposes of operating UpGlo's programmatic work as a direct service provider throughout the term of this lease and any extensions thereof. The Tenant shall have quiet enjoyment and peaceful possession of the premises for the full term herein granted and for all renewal terms herein provided for.

- b) The Tenant shall be responsible for all security of the premises and personal property contained therein.

6. UTILITIES.

Landlord shall cause the continued availability of such utilities currently available to the Premises, at the same levels available to the Premises as of the Commencement Date. Landlord shall not be liable to Tenant for any damages, losses, or injuries incurred by Tenant, due to an interruption or cessation in the supply of any utility service unless such damages, losses, or injuries are due to an interruption or cessation in the supply of any utility service caused in whole or in part by the intentional or negligent act or omission of Landlord. Under no circumstances will Landlord be liable for consequential damages to Tenant due to an interruption or cessation in the supply of any utility service.

7. MAINTENANCE.

- a) That Landlord will maintain the roof, the basic structure, emergency generator, electrical switch gear, compressor HVAC system, elevator, and the fire sprinkling system at its own expense. The Landlord shall arrange for the following work to be performed on the premises:

- Inspection and servicing of heating, ventilating, and air conditioning equipment.
 - Repairs to electrical and plumbing equipment and fixtures.
 - Lamp and ballast replacement in high ceilinged (non-office) portion of building.
 - Lamp and ballast replacement of neon sign and outdoor building lights.
 - Repairs to doors (except overhead), locks, and hardware.
 - Routine carpentry repairs to walls, ceilings, floor tile, etc.
 - Elevator service
- Maintenance, repair, or improvements of the premises pursuant to this paragraph may either be performed by the Landlord's employees or by contract employees, solely at the Landlord's discretion.
 - The cost of all work, parts, materials and supplies used by the Landlord for the premises or for Tenant requested improvements will be assumed by the Landlord.

The Tenant will receive prior approval for tenant improvements from the Landlord and obtain all permits and demonstrate compliance with all applicable codes and regulations.

8. TENANT MAINTENANCE RESPONSIBILITIES.

- a) The Tenant shall be responsible to pay for any damages to the demised premises that result from Tenant's occupancy.

- b) At the termination of this lease, Tenant shall deliver peacefully the said premises in as good order and repair as the same was at the beginning of this lease, reasonable wear and tear excepted.

9. ALTERNATIONS AND IMPROVEMENTS.

Tenant shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by Tenant shall in any way impair the structural stability or historic integrity of the exterior or interior of the Premises.

b. Tenant shall submit written request for Landlord's approval prior to making any alterations or improvements.

c. Except for Tenant's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are permanently affixed to the Premises shall become the property of the Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

d. Tenant's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Tenant and may be removed by Tenant at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). Tenant shall repair any damage to the Premises caused by Tenant's removal of its personal property, trade fixtures, or equipment, but Tenant shall have no obligation to remove such items from the Property at any time.

10. PARKING.

Tenant shall have access to ample parking located on the premises for visitors and employees.

11. INSURANCE.

- a) That Landlord will provide fire and peril insurance coverage for the basic structure as provided for in the Landlord's existing insurance policy.
- b) The Tenant shall provide combined single-limit General Liability Insurance in the minimum amount of \$1,000,000. The Landlord shall be named as an additional named insured and shall be supplied with certificates of such insurance. Coverage's are to include on premises-operation, personal injury liability, and independent contractors.

12. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES.

- a) The Tenant shall be responsible for compliance with all codes and regulations promulgated by the Fire Marshal, EPA, Health Department, OSHA, and any other Federal, State, or City laws or codes that may apply to the Tenant's operations.



15. RIGHT OF ENTRY UPON PREMISES.

Tenant shall make those portions of the facility designed for public meetings/gatherings reasonably available for City functions or meetings as long as it does not interfere with the business of the Tenant.

a) The Tenant will provide Landlord with emergency access to the facility at any hour and on any day that is required to provide emergency building services.

b) Tenant agrees that upon occupying the facility, it will participate in the following recycling programs:

- City Commercial Recycling program.
- Tenant will use recycling equipment for its vehicle refrigerants and coolants.
- Tenant will recycle all oils, metals and vehicle maintenance components that are commonly recycled.

c) Landlord and Tenant mutually covenant, warrant and agree:

- a. All the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of the Landlord, Tenant, and their respective heirs, distributees, executors, successors, and assigns; provided, however, that the Tenant shall not transfer, assign, or sublet its interests herein without the written consent of the Landlord.
- b. To develop and maintain a communication plan that includes but is not limited to a list of personnel authorized to coordinate and review facilities operations and operations correspondence between the Landlord and the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized officials.

TENANT:

LANDLORD:

UPWARDLY GLOBAL

CITY OF ALEXANDRIA, a municipal corporation
corporation of the Commonwealth of Virginia

By: Christine Ginsburg

BY: _____

Christine Ginsburg, VP of Finance and Administration

DATE: 5 Feb 2020

DATE: _____