

UPPER MARLBORO STRATEGIC PLAN PROJECT SERVICE AGREEMENT

THIS TOWN OF UPPER MARLBORO STRATEGIC PLAN PROJECT SERVICE AGREEMENT (this "Agreement") is made this ____ day of September 2026 by and between Pedal Retail Advisors, Inc., a Delaware Corporation, d/b/a Pedal Retail Advisors (hereinafter referred to as "Consultant") and Town of Upper Marlboro, a municipal corporation of the State of Maryland (hereinafter referred to as "Town").

WHEREAS, Town desires to hire a consultant to assist it in developing and implementing a strategic plan for the Town of Upper Marlboro ; and

WHEREAS, Consultant has experience in commercial real estate brokerage and consulting for the retail industry, economic development, as well as expertise in related subjects for brick-and-mortar retailers and

WHEREAS, Town desires to hire Consultant and Consultant desires to be retained by Town to provide strategic planning services upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, it is hereby mutually agreed by and between the parties hereto as follows:

1. Engagement.

1.1 Subject to the terms and conditions contained herein, Town hereby engages Consultant as a retail real estate and economic development consultant to assist the Town in strategic planning and Consultant hereby accepts such consulting engagement with Town. Consultant shall direct Consultant's activities through a single point of contact ("Town Designee"), which may be changed at any time in writing by Town. Town designates Clayton Anderson, Town Manager of the Town of Upper Marlboro, as the initial Town Designee.

2. Term.

2.1 The Initial Term of this Agreement shall be from the effective date of this contract until 11:59 p.m. on the ____ day of September 2027 (the "Initial Term"). The Town may, at its sole option, renew the Agreement on the same terms and conditions as set forth herein, for an additional one-year period upon thirty (30) days' advance written notice to consultant.

3. Duties and Obligations of Consultant.

3.1 Consultant shall perform those services set forth in Appendix I hereof (the "Services"), as directed by the Town Designee and subject always to applicable law and the written policies established by the Town, or as otherwise agreed between the parties in writing.

3.2 The Town engages the Consultant to perform the Services based upon Consultant's stated experience in performing similar services. Accordingly, the Consultant is expected to be familiar with all applicable laws, codes and industry standards and to perform the Services in strict compliance therewith. The Consultant shall provide the Services in accordance with the standards to which an experienced and competent consultant uses the degree of care and skill ordinarily exercised by a reputable consultant performing such services in Maryland customarily adheres. When approval by the Town is required, such approval is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes

and best practices. The Consultant shall diligently and competently render all Services necessary or advisable for the project.

3.3 During the Term, Consultant shall diligently devote their time, skill, labor and attention to the Services set forth in this Agreement as well as such other duties as would reasonably be expected to be performed with those Services.

Consultant shall not enter into a contract on behalf of Town, for any service, equipment or item.

3.4 It is understood and agreed that Consultant shall be located in Washington, DC, but will be available to travel on business for the Town in or outside the U.S. as is reasonably required to fulfill the responsibilities set forth in this Agreement, or as otherwise agreed in writing between the parties. Any travel shall be preapproved in writing by the Town to be compensable.

3.5 Consultant may retain the services of licensed attorneys and accountants as Consultant deems necessary in completing its Services but does not claim to give legal or financial advice itself. The cost of hiring an attorney or accountant to advise Consultant shall not be passed onto the Town. The Town Designee may, however, consult with the Town Attorney or the Town accountant on behalf of the Consultant.

3.6 Consultant shall respond to any request of the Town within two business days.

4. Duties and Obligations of Town.

4.1 Town shall provide, in a timely manner, all tools, information, and documentation requested by consultant in connection with its Services.

4.2 Town shall respond within 7 business days to communications from Consultant regarding work performed under this Agreement.

4.3 Town assumes responsibility for marketing any technical assistance portion of the engagement to the businesses in its community, in a manner deemed appropriate by the Town in its sole discretion

4.5 Town shall recognize Consultant by name in its public-facing marketing and PR efforts connected with the program and its outcomes and will make commercially reasonable efforts to coordinate marketing with Consultant's internal team in advance.

4.6 Town agrees that Consultant is its exclusive consultant in connection with the Services outlined in this agreement. Town shall not hire another outside consultant to perform any of the Services as they pertain to brick-and-mortar retail real estate, including without limitation brokers, and business plan consultants.

5. Compensation.

5.1 As compensation for Consultant's services hereunder, Consultant shall receive the following sums as set forth below and based on the timeline referenced in Appendix 2:

- (a) \$20,625 due at the kickoff project of Retail & Restaurant Analysis & Recruitment, estimated to be 10/01/26;
- (b) \$33,750 due at the start of the Downtown/Main Street Task, estimated to be 3/15/27;

- (c) \$21,375 due at the start Small Business Support Task, estimated to be 12/15/27

Invoices are due within thirty (30) days' of receipt. All invoices unpaid after 30 days of receipt will be deemed as late. Consultant reserves the right to pause work in the event of late or non-payment.

6. Travel and Expenses.

6.1 It is not anticipated that Consultant will incur any travel or other business expenses beyond Compensation (outlined above), but in the event Consultant incurs extraordinary travel costs or other expenses as a result of this Engagement, Consultant shall obtain prior written approval from Town.

7. Confidentiality; Nondisclosure of Trade Secrets

7.1 Confidentiality. Consultant acknowledges and agrees that all information related to the Town and Town business operations including, without limitation, prospective businesses of Town and their respective operations and financial condition are considered to be the confidential information of the Town and any such information obtained from Town by Consultant will be accepted in confidence and maintained strictly confidential and shall not, without the prior written consent of Town, be disclosed to others, copied, photographed, reproduced or transcribed in any manner whatsoever, in whole or in part. The terms of this Section shall survive the expiration or termination of this Agreement.

7.2 Limitations. It is understood by the parties that the Confidential Information disclosed by Town to Consultant shall not be subject to this Agreement if such information is:

- a. in the public domain other than as a result of a breach of this Agreement, or
- b. known to consultant prior to disclosure by Town, and Consultant can establish such prior knowledge by competent documentation, or
- c. disclosed to consultant by a third party subsequent to disclosure by Town, and such disclosure by the third party is not in violation of any confidentiality agreement or obligation to Town; or
- d. Is independently developed by consultant without use of the Confidential Information.

8. Intellectual Property

8.1 During the course of the work under this Agreement, Consultant may provide Town with both deliverables ("Deliverables") as well as online materials and templates ("Templates"), to be used in connection with advising small business owners on Town's behalf. All Deliverables provided by Consultant under this Agreement and actually used by Town for its business shall be the intellectual property of Town, so long as Town pays all fees due under this Agreement. However, Consultant retains the right to use or display such Deliverables in its portfolio of work, future educational publications, and in the marketing, advertising, or promotion of Consultant's services. If for any reason Town does want their

work included in the Consultant's portfolio of work, it is the duty of the Town to notify Consultant.

Consultant may include in the work produced for Town under this Agreement pre-existing work or materials owned by or licensed to consultant. If such work is used in the work produced for Town, such use shall constitute a license to use and distribute such materials.

8.2 All Templates provided to Town by Consultant are and shall remain the intellectual property of consultant. Town shall not duplicate or distribute them for any purpose. All Deliverables provided to, but not used by the Town, shall remain the intellectual property of Consultant and cannot be used by Town for any purpose.

Consultant is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Consultant's negligence, malfeasance or failure to perform any contractual obligations. Consultant must indemnify and hold the Town harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Consultant's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the Town, Consultant must defend the Town in any action or suit brought against the Town arising out of Consultant's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Consultant is deemed to be the negligence or malfeasance of consultant. For the purposes of this Subsection, Town includes its agents, officials, and employees.

8.3 Town's Right to Terminate:

A. This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Contractor specifying the termination date of the Agreement.

B. In the event of termination that is not the fault of the Contractor, the Town shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the Town, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. The Town may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and the Contractor shall be liable to the Town for all costs in excess of the total amount the Town would have paid the Contractor had there been no breach or default.

D. The Services may be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Public Works that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Town shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

E. Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the Town.

8.3 Consultant shall be free to provide consulting services to others or to seek other consulting opportunities during the Term hereof. Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

8.4 The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

8.5 Consultant agrees that for the Term and thereafter, to reasonably cooperate with the Town, at the Town's sole cost and expense, in the defense of any claim or investigation, civil or governmental, brought against the Town or any of its current, former or future directors or officers and Town agrees it will reimburse Consultant's reasonable out-of-pocket expenses in providing such assistance. Consultant may have additional consulting work as part of this contract's Scope of Work to be completed following the expiration of the term, which shall be mutually agreed by Consultant and Town prior to the expiration of the term, which it shall complete without additional compensation. In addition, for ninety (90) days after the expiration or termination of this Agreement, Consultant agrees to reasonably provide specific information to the Town as requested in a reasonable, timely manner to allow the Town to continue and/or complete the "hand off" of job tasks, activities, assignments, or responsibilities, or to continue effective relationships with business partners or prospective businesses by responding to reasonable inquiries by such partners or businesses, as needed by telephone at no additional cost to the Town up to a limit of two (2) hours, after which if Consultant should be required to provide any further services as contemplated by this paragraph 8.8, the Town shall pay to Consultant hourly compensation for all such hours at a rate of \$375 per hour.

9. Miscellaneous Provisions.

9.1 No Agency; no Ownership. This Agreement does not make Consultant an employee, agent, or partner of Town and no continuing interest or ownership in any of Town's projects or Town's prospective businesses is intended or implied, and Consultant explicitly hereby waives any such interest on behalf of himself, his successors and assigns, and any entity owned or controlled by consultant.

9.2 If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein. In such event, the parties agree to negotiate in good faith substitute provisions that shall most nearly effect the parties' original intent in entering into this Agreement.

9.3 Facsimile/Electronic Transmission. The parties agree that a facsimile or electronic transmission of the signed Agreement constitutes an original and binding document.

9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.

9.5 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland applicable to agreements made and to be performed in such state.

9.6 This Agreement is supplemented, amended and modified by that certain Addendum to Consulting Services Agreement attached hereto and by this reference made a part hereof.

9.7 The parties herein establish that they have the authority to enter into this Agreement on behalf of their respective parties.

9.8 The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

9.9 Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction. B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance or enforcement thereof.

9.10 Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he or she understands the provisions of the Upper Marlboro Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

9.11 Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

9.12 Record Retention, Audits and Inspections: The Contractor shall:
A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.
B. Permit the Town to have access to all records, including all subcontracts covered by this

Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

9.13 Consent to Use of Electronically-Stored Signatures and Documents: The Contractor agrees that: (i) inserting an electronically stored copy of a signature and submitting any document(s) to the Town electronically legally binds Contractor in the same manner as if Contractor had signed in a non-electronic form or had submitted an original document to the Town for execution, and (ii) any document that is electronically stored or contains an electronically-stored image of a signature of the Contractor shall be considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. The Contractor agrees not to contest the admissibility or enforceability of an electronically-stored copy of this Agreement and any other documents.

[Signature Page Follows]

Signature Page to Consulting Services Agreement

DATE: _____

Pedal Retail Advisors

DATE: _____

Town of Upper Marlboro

APPENDIX I
SCOPE OF WORK

1. retail & restaurant analysis & recruitment

The project team will conduct a rigorous market analysis and implement a proactive outreach strategy to engage retailers and restaurateurs not currently operating in Upper Marlboro. Our approach is grounded in real operator behavior and knowledge of the local market and real estate criteria — not just data. As active brokers working daily with tenants, landlords, and brokers across the DC metro area, we bring firsthand knowledge of who is expanding, what they need, and how to get Upper Marlboro on their radar.

Task A — Research and Market Analysis

The project team will conduct a detailed analysis of Upper Marlboro's retail and restaurant market to develop a data-driven framework for targeted outreach efforts. We will identify the Town's trade area using drive times, political boundaries, and custom geographies, and analyze consumer spending, retail leakage, and demographic and psychographic trends using Placer.ai, CoStar, ESRI Business Analyst, and local datasets. We will benchmark Upper Marlboro's performance against peer communities and competitive submarkets in Prince George's County and the broader DC region.

Key Deliverables

- Defined trade area map and competitive submarket analysis
- Detailed demographic, psychographic, and consumer spending analysis
- Identification of existing retail and restaurant inventory at the town and corridor level
- Identification of at least 10 retail and restaurant operators for outreach efforts
- Regional benchmarking analysis against peer communities

Task B — Business Recruitment

Building on the market analysis, the project team will identify priority commercial properties for development, redevelopment, and highest and best use opportunities. We will define priority business categories based on demand, growth trends, and alignment with Upper Marlboro's positioning.

As active brokers, we will leverage our daily relationships with operators and tenant representatives to put Upper Marlboro on their radar — not just as a name on a list, but as a place with a real value proposition and a team ready to attract new and growing retailers. This includes direct outreach to brokers and property owners, development of professionally designed recruitment materials, and the drafting of form Letters of Intent to support early-stage deal structures.

Key Deliverables

- Catalog of priority commercial properties with development and highest-use assessment
- Target recruitment analysis by business category
- Active outreach and engagement with local brokers, property owners, and target operators
- Professionally designed marketing and outreach materials for retail recruitment
- Form Letters of Intent to support early-stage deal structures

2. downtown / main street

The project team will deliver customized, implementable recommendations to enhance Upper Marlboro's downtown business environment. This workstream will be supported by Nancy Miyahira of Third Space Creative, who will serve as a supporting specialist on tourism and placemaking.

Task C — Downtown Workshop and Assessment

The project team will facilitate a one-day workshop combining focus groups, stakeholder interviews, and on-site assessments to develop a comprehensive picture of Upper Marlboro's conditions, assets, and constraints. The team brings extensive experience leading community engagement and charrettes with a wide variety of stakeholders to this process. From the workshop, the team will produce a report with implementable recommendations across five assessment areas. The recommendations developed for Upper Marlboro will be grounded in market realities and executable by Town staff.

Economic Vitality

Assessment of the downtown economy with recommendations addressing entrepreneurship, maker spaces, incentive tools and special revenue generators, and brand and messaging strategy.

Tourism

Nancy Miyahira will lead the tourism assessment and will look at hotel and lodging; parking, wayfinding and the arrival experience for visitors; and placemaking and beautification opportunities.

Design and Physical Environment

Our team will assess connectivity, walkability, pedestrian and bike accessibility, and streetscape and historic preservation considerations. We will provide strategic recommendations for physical improvements grounded in what operators need to support needed foot traffic.

Organization

The team will lead an assessment of organizational capacity for implementing the plan's recommendations.

Implementation Jumpstart

The project team will support the launch of a Local Action Team to build community ownership of the plan. This includes a Project Mapping Workshop (facilitated virtually), an Action Planning Workbook, and a strategy for sustaining momentum.

Key Deliverables

- One day workshop to gather key insights from local stakeholders
- Downtown assessment report with implementable recommendations across all focus areas
- Action Planning Workbook and Local Action Team launch

A note on design standards: *formal architectural design standards fall outside our core practice. We can assess physical conditions, identify design priorities, and provide strategic direction for investment based on retail and economic development best practices. Should the Town require formal urban design analysis as part of this scope, we are prepared to identify and partner with a qualified firm to deliver that component at the appropriate level of expertise.*

3. small business support

Small business support is where Pedal is most differentiated from traditional consulting firms. We are the only retail real estate firm that specializes in advising small businesses on their operations as they relate to their real estate strategy. We do not offer a generic training program — we bring hands-on practitioner knowledge to every interaction.

Phase 1 — Onboarding & Enrollment

The project team will establish a structured onboarding process to set expectations, build trust, and ensure businesses are prepared to engage. This includes a kick-off call, an engagement toolkit tailored to Upper Marlboro's business community, a small business Zoom meeting to introduce the program, and an ongoing check-in and reporting cadence throughout the engagement.

Phase 2 — Technical Assistance & Training

The project team will deliver a virtual, on-demand training platform for Upper Marlboro's small business community. The platform is built from Pedal's hands-on work advising independent retailers on the real decisions they face — lease terms, buildout costs, margins, staffing, and day-to-day operations. Content can cover, but is not limited to:

- **Retail Strategies** — Practical guidance on evaluating whether brick-and-mortar is right for a business, developing a real estate strategy grounded in a business plan, and navigating the commercial leasing process from site search through lease execution.
- **Restaurant Resilience** — Targeted content for food and beverage operators covering the unique financial, operational, and real estate considerations restaurants face, including buildout costs, lease structure, and the ramp-up period from signing to opening.
- **Business Modernization** — Guidance for established businesses on how to evaluate their current lease terms, operational model, and real estate strategy to position themselves for long-term sustainability, including how to approach lease renewals and expansion.
- **Property Owner Training** — Content designed to help landlords evaluate and support small business tenants, structure leases that lead to stronger and more sustainable tenancies, and understand what retailers need from a space to open and operate successfully.

This series, as well as the direct one-on-one technical assistance to aspiring and existing business owners, will leverage Pedal's hands-on work advising retailers on the real decisions they face: lease terms, buildout costs, margins, staffing, and day-to-day operations.

Key Deliverables

- Virtual, on-demand training portal covering retail strategies, restaurant resilience, business modernization, and property owner training
- Direct one-on-one technical assistance for aspiring and existing business owners
- Unlimited access for small businesses in the Upper Marlboro community

APPENDIX 2

PROPOSED TIMELINE

