

GENERAL COMMERCIAL LEASE

THIS LEASE, made this 31 day of October, 2019 by and between Dover Properties, LLC, a Virginia limited liability company (herein called "Landlord") and Coastal Community Resilience Inc., a Virginia corporation, (herein called "Tenant") and Colliers International Virginia, LLC, a Virginia limited liability company (herein called "Agent"), whose business address is 150 West Main Street, Suite 1100, Norfolk, VA 23510.

WITNESSETH

1. **PREMISES:** Landlord leases and demises to Tenant and Tenant takes and leases from Landlord the following described property (hereinafter called "Premises"): 312 W. 24th Street, Norfolk, Virginia 23517 consisting of approximately 4,800 square feet of office and warehouse space. Landlord shall deliver, and Tenant shall accept, the Premises in its current condition with the existing utilities, HVAC, and restrooms in good working order.
2. **TERM:** The term of this lease shall be for two (2) years and six (6) months and shall commence upon full execution of this lease (the "Commencement Date") and end on the last day of the thirtieth (30th) full calendar month following the Commencement Date. Except where the context clearly requires otherwise, the word "term" whenever used in this lease with reference to the duration hereof, shall be construed to include any renewal term as well as the original term.
3. **PURPOSE:** The Premises shall be used for the purpose of office and warehouse and for no other purpose whatsoever.
4. **RENT, "TAXES", AND WAIVER OF HOMESTEAD EXEMPTION:** (a) Landlord reserves, and Tenant covenants to pay to Landlord, an annual rental of \$38,400.00 payable in equal monthly installments of \$3,200.00 in advance on the first day of each month during the term, without demand therefor being made and without off-set. The rent shall increase three percent (3%) per annum on the anniversary of the Commencement Date if such date is the first day of the month as outlined below. If the term of this lease shall commence on a day other than the first day of a calendar month, the increase shall occur on the first day of the month immediately following the month of the commencement date. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the rent.

Term	Monthly Rent
Months 1 – 12	\$3,200.00
Months 13 – 24	\$3,296.00
Months 25 - 30	\$3,396.00

(b) Landlord covenants that it will pay, when due, all real estate taxes and assessments imposed against the Premises. Tenant agrees that Tenant shall pay to Landlord for such real estate taxes and assessments as additional rent promptly after receipt of bill for same from Landlord; provided, however, such real estate taxes and assessments shall be fairly and equitably prorated between Landlord and Tenant with respect to the year in which the term begins and ends and with respect to the area of the Premises as compared to the area of any larger structure of which the Premises may be a part.

(c) Tenant shall pay all taxes assessed against this lease, any leasehold interest of Tenant or the rentals payable hereunder, including, any sales, use or other tax now or hereafter imposed by the United States of America, the State, or any political subdivision thereof, which shall be paid monthly as additional rental by Tenant, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord, and Tenant's monthly rental shall be increased by an amount sufficient to pay any such tax or taxes.

(d) Tenant waives its homestead exemption as to this lease.

5. **PAYMENT OF RENT:** Tenant covenants to pay said rent to Landlord in the manner above appointed, by check or money order, at the Landlord's address specified in paragraph 37 below, or at such other place as Landlord may from time to time designate in writing.
6. **LATE PAYMENT:** Tenant agrees to pay a late charge equal to five percent (5%) and to pay interest at the rate of ten percent (10%) per annum, payable monthly, on all rents and all other sums due Landlord under this lease from the time said rents or sums accrue or become due Landlord. Landlord expressly reserves all other rights and remedies provided herein and/or by law in respect thereto. Rent shall be

considered paid on time if received by Landlord within five (5) business days of the due date. Tenant further agrees to reimburse Landlord promptly if Landlord elects to hire an attorney and pay reasonable attorneys' fees and court costs incurred in connection with the collection of delinquent rents and all other delinquent sums due Landlord under this lease.

7. ASSIGNMENT AND SUBLEASE: Tenant covenants that the Premises shall be used only for the purpose above mentioned, and that Tenant will not assign this lease nor sublet the Premises or any part thereof, nor permit any other person to occupy same, without the prior written consent of Landlord, which consent shall not unreasonably be withheld. If Tenant is a corporation, the sale of a majority of its outstanding capital stock shall not be deemed an assignment of this lease. If any person, firm or corporation other than Tenant is in possession of the Premises during the term hereof, without the written consent of Landlord, Landlord shall have the option of terminating this lease, or of considering such person, firm or corporation in possession as the assignee of Tenant and, therefore, obligated to observe and perform all the covenants, provisions and conditions herein contained binding upon Tenant.

Notwithstanding the foregoing, Tenant may sublet the Premises to any winner(s) of the RISE Coastal Resilience Challenge (the "Approved Subtenant") without Landlord's prior consent provided that Tenant provides written notification to Landlord along with complete contact information for said Approved Subtenant. Such sublease shall not alter Tenant's responsibility to Landlord under this lease or release Tenant from any liability under this lease. Landlord agrees to accept rent from the Tenant, or its Approved Subtenant.

8. REMEDIES FOR DEFAULT: Tenant covenants that if Tenant defaults for a period of more than five (5) days in paying any installment of rent when due or in performing any covenant, provision or condition herein contained binding upon Tenant, Landlord shall, after giving fifteen (15) days written notice to Tenant to claim any default which is curable within fifteen (15) days, have all rights and remedies provided by law. If Tenant goes into bankruptcy, voluntary or involuntary, or into receivership, or makes a general assignment for the benefit of creditors, Landlord shall have the right to terminate this lease at such time thereafter as Landlord may elect and in any such event and/or election Landlord and Tenant shall have all the rights and/or remedies provided by law and/or by this lease.

9. TENANT'S FURNITURE AND FIXTURES: Tenant represents and covenants that all furniture, trade fixtures and equipment which are now or may be hereafter placed in the Premises are or will be owned by Tenant at the time same are placed in the demises premises, that same are or will be fully paid for with no liens thereon at the time same are placed in the demises premises, and that merchandise, except in the ordinary course of trade, and said furniture, fixtures and equipment shall not be removed from the demises premises during the term of this lease, without the prior written consent of Landlord.

10. INSURANCE BY LANDLORD: Landlord shall obtain and keep in force during the term of this lease a policy or policies of insurance covering loss or damage to the Premises, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk). Tenant shall pay to Landlord during the term hereof, in addition to rent, the amount of such premiums for the insurance required under this paragraph. Tenant shall pay any such premium to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenants' liabilities for premium increase shall be pro-rated. Tenant agrees to install such fire prevention and/or extinguishing equipment as Landlord may reasonably require from time to time in writing, or as may be required by law. Tenant further agrees not to do anything which will increase the rate of fire insurance, during the term of this lease.

11. JANITORIAL SERVICES AND UTILITY BILLS: Tenant covenants to pay promptly for all janitorial services, gas, electricity, water and sewage, and other utilities used in the Premises during the term of this lease.

12. LANDLORD'S REPAIRS AND RIGHT OF ENTRY: Landlord covenants that it will, at its own cost and expense and with reasonable dispatch, after being notified in writing by Tenant of the need therefore, make such repairs to the exterior of the Premises (including the roof and outside walls, but excepting all glass and doors), as may be necessary to keep the same in good condition of repair; provided, however, that (i) if the need for such repair is occasioned by a casualty resulting from the negligence or willful act of Tenant, or any of its agents, employees or contractors, and (ii) if such casualty shall not be within the coverage of a standard fire insurance policy with extended coverage, then such repairs shall likewise be made by Landlord but shall be charged to and be paid for by Tenant. Anything in the foregoing to the

contrary notwithstanding, Landlord shall have no liability for damage to Tenant's property resulting from leaks caused by a defect in the roof, outside walls, gutters and/or downspouts unless, within a reasonable time after being notified in writing by Tenant of the need therefore, Landlord shall have failed to make such repair and such failure shall not have been due to any cause beyond Landlord's control, including, strikes. Landlord, its agents, employees and contractors, shall have the unobstructed right, from time to time, to enter the Premises during normal business hours for the purpose of making any of the aforesaid repairs. Tenant shall not be entitled to any reduction in rent or to any claim for damages by reason of any inconvenience, annoyance, and/or injury to business arising out of any repairs made by Landlord pursuant to this paragraph.

13. REPAIRS BY TENANT: During the term of this lease Tenant covenants, at Tenant's sole cost and expense, shall keep in good order, condition and repair the Premises (both interior and exterior), including, but not limited to (i) to keep in good order and repair the heating and air conditioning equipment ("HVAC") engaging a reputable HVAC contractor for routine scheduled maintenance of all HVAC equipment in the Premises at lease commencement, (ii) to within the building of which the Premises are a part, unstop promptly all choked wasted pipes and toilets, (iii) to replace all broken glass and non-freight doors (both interior and exterior) promptly, (iv) to keep all other non-structural, non-mechanical parts of the Premises (except those which Landlord has agreed herein to repair) in good order and condition, ordinary wear and tear excepted, (v) to keep and maintain the landscaping. Notwithstanding the foregoing, Tenant's expense for maintenance and repairs to the HVAC system shall be limited to Five Hundred and No/100 Dollars (\$500.00) per lease year excluding the annual cost of the HVAC maintenance contract and the costs of changing of the filters, which expense shall be borne exclusively by Tenant. Provided Tenant has maintained the HVAC system as outlined above, in the event Landlord's certified HVAC technician determines that any of the HVAC system requires replacement, then Landlord, at Landlord's sole cost and expense, shall replace the HVAC system.

14. INSECTS AND RODENTS: Tenant covenants to do and to pay for those things reasonably necessary, or required by law, to use its best efforts to keep the Premises free of roaches, rodents, insects and other pests, and Tenant agrees that Landlord shall not be liable for any damage caused thereby.

15. DAMAGE BY VANDALS: Tenant covenants that if the exterior and/or the interior of the building in which the Premises are located are damaged by persons breaking, or attempting to break, into the Premises, or by vandals, the cost of repairing any and all damage to the Premises and said building caused thereby over and above any insurance proceeds received by Landlord in respect thereto will be borne by Tenant and promptly paid by Tenant to Landlord.

16. SIGNS: Tenant covenants not to paint or place (nor permit to be painted or placed) any sign or other advertising device, bill or billboard upon or about the Premises (or the exterior of the building in which the Premises are located), or any part thereof without the prior written permission of Landlord, which permission shall be subject to withdrawal by Landlord at any time for good cause.

17. NUISANCE: Tenant covenants not to allow the Premises to be used for any illegal or immoral purpose, and not to do (or suffer to be done) in or about the Premises any act or thing which may be reasonably construed to be a nuisance, annoyance, or damage to Landlord, Landlord's other tenants, if any, the occupants of adjoining property, or the neighborhood.

18. ALTERATIONS: Tenant, at Tenant's sole cost and expenses, shall have the right to construct its business interior per Tenant's specifications, with Landlord's prior written approval, which such approval shall not be unreasonably withheld, conditioned, or delayed. Tenant covenants not to paint the Premises or any part thereof, nor to make (or suffer to be made) any waste thereof or other alterations or improvements therein or thereto, without prior written permission of Landlord. If agreed to by both parties in advance, Landlord may complete custom modifications or improvements to the property and charge the cost of the modifications or improvements to the Tenant/Renter. The modification or improvement costs may be charged as one time increase to the monthly rent, so long as an invoice is provided to the Tenant that differentiates between the monthly rent and the cost of modifications or improvements.

19. CARE OF ROOF: Tenant covenants: (i) not to place (or suffer to be placed) any debris on the roof of the building in which the Premises are located, (ii) not to cut into or drive nails into or otherwise mutilate said roof, (iii) to make no use of the roof without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, and (iv) to keep the gutters and downspouts free of trash, leaves and gravel.

20. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: Tenant agrees that Tenant has received and will keep at Tenant's expense, the Premises and all appurtenances thereto, including all yards, alleys and sidewalks, in good, safe, tenantable and sanitary condition; that Tenant will, at Tenant's expense,

promptly remove all snow and/or debris, whether same is left on the property by Tenant or others (Landlord and Agent excepted); that Tenant will, at Tenant's expense, promptly comply with and carry out all laws, ordinances, rules, regulations and requirements (including zoning) of the federal, state, municipal and county governments, relating to the business conducted therein; and that Tenant will indemnify Landlord against any and all liability for damage to person and property caused by the breach of any covenant or agreement of Tenant contained in this lease. Tenant recognizes that neither Landlord nor Agent makes any representation, express or implied, that the Premises are zoned for the use(s) contemplated by Tenant and expressed in paragraph 3 of this lease. Tenant being satisfied before executing and delivering this lease that the Premises can be used for such purpose(s), and Tenant shall not have the right to terminate this lease nor shall Tenant be entitled to any abatement of rent payable under the provisions of this lease or any claim for damages, in the event Tenant cannot use the Premises, in whole or in part, for the purpose(s) for which Tenant intends to use same.

21. PARKING: Tenant shall have the exclusive use of the parking spaces in the parking lot directly adjacent to the Premises. Landlord will have no obligation to ensure that the parking spaces are left vacant by third parties.

22. FAILURE TO REPAIR: Tenant agrees that if Tenant fails to make any repair or to remove any debris as required in this lease, within five (5) days after the receipt of written notice from Landlord in respect thereto, such may be undertaken by Landlord, and Tenant agrees to reimburse Landlord promptly for the cost thereof.

23. CONDITION ON TERMINATION: Upon the termination of this lease, Tenant covenants to deliver in broom clean condition to Landlord the Premises and all appurtenances thereto, peaceably and quietly, in as good order and condition as same now are or may hereafter be put by Landlord or Tenant, ordinary wear and tear and damage from fire or other casualty not occasioned by the fault or negligence of Tenant.

24. IMPROVEMENTS BECOME LANDLORD'S PROPERTY: Tenant agrees that all additions and improvements and attached equipment installed in or on the Premises by Tenant, including but not being limited to electric wiring, electric fixtures, show window, reflectors, screens, screen doors, awnings, awning frames, floor covering (except rugs), plumbing, heating and air conditioning machinery and equipment, shall immediately become the property of Landlord and shall not be removed by Tenant at the termination of this lease, unless requested to do so by Landlord, in which event Tenant agrees to do so and to repair promptly any damage caused by such removal.

25. DAMAGE BY FIRE: It is agreed that if the Premises, or the building or buildings of which the Premises are a part, or any portion thereof, or any improvement now or hereafter constructed thereon or added thereto, shall be damaged by fire or other casualty, so as to render same or any portion thereof, in the opinion of either Tenant or Landlord, untenable, Landlord or Tenant shall have the right, at any time within ninety (90) days after said fire, to cancel and terminate this lease, by giving to the other party, within said ninety (90) day period written notice of its intention so to do. If this lease is so terminated, rent shall abate from the time of such casualty. If the lease is not so terminated, the Premises shall be restored, with reasonable dispatch, by and at the expense of Landlord, and the rent due hereunder shall be proportionately abated according to the loss of use, until the Premises are restored.

26. CONDEMNATION: If any portion of the Premises shall be taken by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened taking) this lease shall terminate upon such taking or when such sale is completed. Tenant shall not be entitled to any part of the condemnation award or purchase price and Tenant expressly waives any and all rights thereto.

27. LIABILITY OF LANDLORD: It is agreed that Landlord shall not be liable or responsible in any way for any damages to persons or property sustained in or about Premises during the term of this lease, however the same may be caused, unless due to Landlord's willful acts, or unless Landlord fails to make a repair which he has agreed to make within a reasonable time after being notified in writing by Tenant of the need therefore.

28. INSURANCE BY TENANT: Tenant, or its Approved Subtenant, agrees to hold Landlord and Agent harmless from any and all injury or damage to person or property in, on or about the demised walks, driveways, parking area and delivery areas as adjoin the Premises, including, without limitation, all cost, expenses, claims or suits arising in connection therewith. To that end Tenant, or its Approved Subtenant, will, at all times during the term, at Tenant's, or its Approved Subtenant's, own cost and expense, carry with a company or companies satisfactory to Landlord, public liability insurance on the Premises (including said entryways, sidewalks, driveways, parking, and delivery areas) with limits of not less than \$1,000,000 for injury or death to one person and \$2,000,000 for injury or death to more than one person, and property damage of \$25,000 for each accident, which insurance shall be written or endorsed so as to name Landlord, Agent, Tenant, and Approved Subtenant, as additional insured. Said policy or policies shall contain a

provision, insuring Tenant, or its Approved Subtenant, against all liability which Tenant, or its Approved Subtenant, might have under this provision. Certificates of all such insurance policies shall be delivered to Landlord promptly after their issuance. In the event of Tenant's, or its Approved Subtenant's, failure to provide such insurance, Landlord may, but shall not be required to, obtain such insurance and collect the cost thereof as a part of the rent herein reserved.

29. NO SUBROGATION: All fire insurance, extended coverage, and policies relating to other casualties, carried by any party to this lease covering the Premises and/or the contents thereof, shall expressly waive any right on the part of the insurer against any other party to this lease, which right, to the extent not prohibited or violative of any such policy, is hereby expressly waived. The parties to this lease agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the party or parties in whose favor such waiver clause or endorsement runs pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the others of the amount of the extra cost, and the other party or parties, at its or their election, may pay the same, but shall not be obligated so to do.

30. OCCUPANCY: If Tenant is unable to obtain possession of the Premises at the beginning of the term hereof due to any act or condition beyond Landlord's control, such as damage by fire or other casualty or the failure of the prior tenant to vacate the Premises, Landlord shall not be liable for any loss or damage resulting therefrom and this lease shall not be affected thereby in any way, but the rent payable hereunder shall be proportionately abated until the Premises are available for occupancy by Tenant; provided, however, that if the Premises are not available for Tenant's occupancy within sixty (60) days after the beginning of the term, Tenant may terminate this lease by giving Landlord written notice thereof within ten (10) days after the lapse of said sixty (60) day.

31. NO LIABILITY OF AGENT: Landlord and Tenant agree that Agent shall not be personally liable to Tenant or Landlord in any way hereunder, including lack of authority to act as Landlord's agent, any and all such liability being hereby quit-claimed and waived by Tenant and Landlord, except for Agent's willful misfeasance.

32. NO WAIVERS: Tenant agrees that any failure of Landlord to insist upon strict observance of any covenant, provision or condition of this lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this lease.

33. ENTRY BY LANDLORD: Tenant agrees that Landlord may, from time to time, during Tenant's normal business hours, enter to view the Premises and to show the same to prospective buyers or tenants. Landlord may also make repairs, alterations and improvements in and to the Premises and in and to any portion of property of which the Premises are a part or which adjoin the same, and for that purpose Landlord, and Landlord's employees, agents, and independent contractors, may enter the Premises, and move furniture, showcases, floor coverings and fixtures as may be necessary, so long as Tenant has been notified by Landlord in writing at least three (3) days in advance so Tenant, may if it wishes have its personnel present, but nothing herein contained shall be construed to require Landlord to make any repairs, alterations or improvements.

34. NO PAROL REPRESENTATIONS: Tenant hereby declares that: (i) no representation has been made to Tenant concerning the condition of the Premises, (ii) Tenant has inspected and examined the Premises and is renting the same in reliance upon Tenant's own knowledge and information, (iii) Tenant has been informed that Landlord is not obligated to make any repairs to the Premises during the term, except such, if any, as specified in this lease, and (iv) no negotiations respecting repairs, such as talking about repairs or securing estimates for such repairs, shall in any way obligate Landlord to make the repairs or obligate Landlord for any damage for failure to make the same.

35. NO PAROL CHANGES: It is agreed that no change shall be made in this lease except in writing signed by the parties hereto, setting forth the terms of the agreed modification.

36. FOR RENT AND FOR SALE SIGNS: It is agreed that Landlord and/or Agent shall have the right to put and maintain "FOR RENT" and "FOR SALE" signs in the display windows and on other portions of the Premises, in conspicuous places, during the period of three (3) months next preceding the end of the term.

37. NOTICE: Any notice to be given to Landlord as herein provided shall be deemed to be given when duly posted in U.S. registered or certified mail addressed to Landlord, at Landlord's business address shown below, and any notice to be given to Tenant herein provided shall be deemed to be given when duly posted in U.S. registered or certified mail addressed to Tenant at the address shown below. Either Landlord or Tenant may change the place designated for the giving of such notice by written notice duly and timely given to the other.

LANDLORD: Dover Properties, LLC
300 West 24th Street
Norfolk, VA 23517
Attn: Jennifer Parker

AGENT: Colliers International Virginia, LLC
150 West Main Street, Suite 1100
Norfolk, VA 23510
Attn: Scott Adams

TENANT: Coastal Community Resilience Inc.
500 E Main Street, Suite 1601
Norfolk, VA 23510
Attn: Paul Robinson and Barbara Walter
barbarawalter@riseresilience.org; paulrobinson@riseresilience.org

38. CONTRACT OF LANDLORD WITH AGENT-MANAGEMENT AND SALE TO TENANT: For the services rendered by Agent in procuring this lease, Landlord agrees to pay Agent commissions equal to three percent (3%) of the rent during the initial term and on any renewals or extensions, and on increased leased area or options payable monthly as and when said rents are collected. In the event Tenant fails to exercise option and/or lease terminates, Landlord shall not renegotiate this lease without Agent participating in negotiations and being paid a commission on the renegotiated lease and on the extensions, renewals, and additional options as may be renegotiated. It is further understood and agreed that no sale or other disposition of the Premises, or any interest therein, shall be made by Landlord or any party claiming through Landlord, except subject to Agent's rights hereunder, and any purchaser or transferee of the Premises, or of any interest therein, shall be deemed to have assumed all of Landlord's obligations under this paragraph and expressly required by Landlord to so do. The obligations of Landlord set forth in this paragraph shall be deemed a continuing lien or charge upon the interest of Landlord (and any transferee of such interest) in the Premises and upon any and all funds of Landlord (or any party claiming through Landlord) held by Agent.

39. INTENTIONALLY DELETED.

40. HEIRS AND EXECUTORS BOUND: All the provisions, conditions and agreements of this lease shall be binding under and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord, Tenant, and Agent.

41. MARGINAL HEADINGS: The headings appearing on the margin of this lease are intended only for convenience of reference, and are not to be considered in construing this instrument.

42. EXECUTION: This lease is not binding on either Tenant or Landlord until it is signed, and delivered by or on behalf of both Tenant and Landlord.

43. TRANSFER FEE: Tenant agrees to pay agent a minimum fee of One Hundred Dollars (\$100.00) for agent's services rendered in respect to each transfer of tenant's estate, or any part thereof, hereunder.

44. SECURITY DEPOSIT: Tenant shall deposit with Landlord upon Tenant's execution of this lease and thereafter maintain with Landlord the sum of \$3,200.00 which shall be held by Landlord, without interest to Tenant, as security for the full and faithful performance by Tenant of Tenant's obligations pursuant to this lease. If Tenant fails to pay any amount which Tenant is obligated to pay pursuant to this lease, Landlord may, at its option (but Landlord shall not be obligated to), apply any portion of such security fund to the amount owed by Tenant. Any such application by Landlord shall not waive the default created by Tenant's failure to pay. If any portion of the security deposit is so applied by Landlord, Tenant shall, within ten (10) days after demand from Landlord, restore the security deposit held by Landlord to its original amount. The security deposit, less amounts properly charged against same, shall be refunded to Tenant within thirty (30) days after Tenant has paid all amounts owed and performed all of its obligations pursuant to this lease.


45. TERMINATION OPTION: If the Commonwealth of Virginia cancels the NDRC grant agreement #16-NDR-02 (Dated 5/25/17) for which this Premises has been leased, then the Tenant shall have the option to terminate this lease provided that (i) the lease is in full force and effect and no default by Tenant has occurred hereunder, (ii) Tenant has provided Landlord with ninety (90) days prior written notice and documentation evidencing such cancellation (the "Termination Notice"), and (iii) Tenant shall forfeit its security deposit. In the event that Tenant exercises its option as aforesaid, then, in such event, such termination shall be treated as if the term of this lease had expired and all provisions contained in this lease pertaining to the rights and obligations of Tenant and Landlord as to and as of the expiration of the term of

this lease shall apply in a like-manner to such early termination. Tenant's rights described in this option are personal to the original Tenant executing the lease and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than the original Tenant.

IN WITNESS WHEREOF, each corporate party hereto has caused this lease to be executed in its name and behalf by its President, or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary, or Assistant Secretary; each individual party hereto has hereunto set its hand and seal; and each partnership party hereto has caused this lease to be executed in its name and behalf by at least one of its general partners, and in a manner authorized by the partnership agreement.

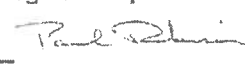
LANDLORD:

DOVER PROPERTIES, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: Jennifer Parker
Title: owner
Date: 10/31/19

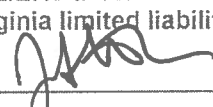
TENANT:

COASTAL COMMUNITY RESILIENCE INC.,
a Virginia corporation

By:  (SEAL)
Name: Paul Robinson
Title: Executive Director
Date: October 30, 2019

AGENT:

COLLIERS INTERNATIONAL VIRGINIA, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: J. Scott Adams
Title: President
Date: 11/4/19

