

CONSENT OF LESSOR

This CONSENT OF LESSOR (this “**Consent**”) is made and entered into to be effective as of, although not necessarily executed on, the 1st day of February 2022, between the HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia (“**Lessor**”), for the benefit of SUNRISE COVE SMI WESTREC LLC, a Delaware limited liability company, as successor-in-interest (“**Lessee**”) and SUNRISE SMI OPCO, LLC, a Delaware limited liability company (“**Affiliated Sublessee**”).

RECITALS

- A. The United States Department of the Army (“**Army**”), as lessor, and Lessor entered into that certain Lease (as amended, the “**Master Lease**”) dated July 31, 1998, concerning certain real property that is located on and around the Lake Sidney Lanier Project in Hall County, Georgia and is more fully described in the Master Lease (the “**Master Leased Premises**”).
- B. Lessor and PS Marinas 3, LP (“**PS Marinas 3**”), as sublessee, entered into that certain Lease Agreement (the “**PS Marinas Sublease**”) dated February 12, 1999, concerning a portion of the Master Leased Premises (the “**Subleased Premises**”).
- C. PS Marinas 3 assigned its right, title, and interest in and to the PS Marinas Sublease and the Subleased Premises to Lessee pursuant to that certain Assignment and Assumption of Lease and Consent (“**Assignment**”) dated February 1, 2022.
- D. Lessee, as successor-in-interest to PS Marinas 3, is the current lessee under that certain Lease Agreement with Lessor as lessor (the “**Lease**”), which Lease is the subject of that certain Memorandum of Sublease, which is recorded in Deed Book 5771, at Page 198 of the Records of the Clerk of the Superior Court of Hall County, Georgia (as amended, the “**Memorandum of Lease**”) for Sunrise Cove on Lake Lanier Marina (the “**Marina**”).
- E. Lessee and Affiliated Sublessee desire to execute a Facilities Lease Agreement for Sunrise Cove on Lake Lanier Marina dated April 29, 2022, to be effective as of the date of this Consent (the “**Sublease**”) pursuant to which SUNRISE COVE SMI WESTREC, LLC (as Lessor) will sublease to SUNRISE SMI OPCO, LLC (as Lessee) a certain portion of the Premises (the “**Subleased Premises**”) as more particularly described in the Sublease for use by Affiliated Sublessee.
- F. Section 10 of the Lease states that the Lease cannot be subleased without the prior written consent of the Lessor (Hall County, Georgia).
- G. Lessor is willing to provide its consent to this Consent, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

1. Consent to Sublease. Hall County, Georgia (as Lessor) hereby consents to the Sublease on the following terms and conditions:
 - (a) Lessee shall remain fully liable for the performance of all the obligations of the "Lessee" under the Lease.
 - (b) The use and occupancy of the Subleased Premises by Affiliated Sublessee shall be subject to all of the terms and conditions of the Lease.
 - (c) No further assignment of the Lease or subletting of the Subleased Premises that requires the consent of Lessor under the terms of the Lease shall be made without the prior written consent of Lessor except that Lessee shall be permitted to modify the rent paid by Affiliated Sublessee under the Sublease without the prior written consent of Lessor so long as all gross receipts derived from the Subleased Premises continue to be included in the calculation of percentage rent paid under the Lease.
 - (d) Affiliated Sublessee shall be required to obtain Lessor's consent to any action or matter with respect to which Lessee is required to obtain Lessor's consent under the Lease.
2. No Modification. Nothing in this Consent amends the Sublease except to the extent expressly stated herein.
3. Effectiveness. The effectiveness of this Consent shall be conditioned upon the Army's extension of the term of the Master Lease to expire on or after July 31, 2036, and the Army's approval of the Sublease as required by Section 10 (a) of the underlying Master Lease between Hall County and the Army.
4. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such State.
5. Successors and Assigns. This Consent shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.
6. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.
7. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative of the general recitation.
8. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Amendment that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

9. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement.

EXECUTED as of the date and year first above written.

LESSOR:

HALL COUNTY, GEORGIA,
a political subdivision of the State of Georgia

By: _____

Name: _____

Title: _____

HALL COUNTY, GEORGIA, COUNTY CLERK

By: _____

Date: _____

HALL COUNTY, GEORGIA, COUNTY
ATTORNEY

By: _____

Date: _____

LESSEE:

SUNRISE COVE SMI WESTREC LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AFFILIATED SUBLESSEE:

SUNRISE SMI OPCO, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

