

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (hereinafter this "Amendment") is made effective as of the ____ day of _____ 2022 (the "Effective Date"), by and among **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter, the "County"), and **SUNRISE COVE SMI WESTREC, LLC**, a Delaware limited liability company, as successor in interest (hereinafter "Sublessee").

WITNESSETH:

WHEREAS, the United States Department of the Army ("Army"), as lessor, and the County, as lessee, executed and entered into that certain Lease (as amended, the "Underlying 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 Underlying Lease;

WHEREAS, Hall County, as sublessor, and PS Marinas 3, LP, a California limited partnership ("PS Marinas 3"), as sublessee, executed and entered into that certain Lease Agreement (as amended, the "Sublease") dated February 12, 1999, 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 Sublease (the "Subleased Premises");

WHEREAS, the Hall County Board of Commissioners approved an extension of the Sublease through July 31, 2029 as reflected in the Minutes of the January 13, 2022 meeting of the Hall County Board of Commissioners;

WHEREAS, PS Marinas 3 assigned its right, title, and interest in and to the Sublease and the Subleased Premises to Sublessee pursuant to that certain Assignment and Assumption of Lease and Consent ("Assignment") dated February 1, 2022, and said Assignment was approved by the County;

WHEREAS, County is the current sublessor under the Sublease and Sublessee is the current sublessee under the Sublease; and

WHEREAS, County and Sublessee desire to amend the Sublease as described herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the parties covenant and agree as follows:

1. The above Recitals are true and correct and are incorporated into this Amendment. Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the Sublease. All references in the Sublease to "the Sublease" or "this Sublease" or similar references shall be references to the Sublease as amended from time to time, including by this Amendment.

2. Section 1 of the Sublease is hereby amended to provide that, unless the Sublease Term is extended, the Sublease Term shall expire on July 31, 2036.

3. The effectiveness of this Amendment shall be conditioned upon the Army's approval of this extension of the Sublease until July 31, 2036 as required by Section 10 (a) of the underlying Lease between Hall County and the Army.

4. Other than with respect to the amendments to the Sublease contained or referred to in this Amendment, which shall supersede any contrary or inconsistent terms of the Sublease, this Amendment does not modify, change or amend the Sublease, and such Sublease shall, as so amended, reinstated, and ratified, remain in full force and effect as amended hereby and the Sublease shall be interpreted and construed accordingly.

5. This Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signature pages in this Amendment transmitted by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SIGNATURE PAGES FOLLOW

Executed and effective as of the date Effective Date.

SUBLESSEE:

SUNRISE COVE SMI WESTREC, LLC,
a Delaware limited liability company

By: _____

Authorized Person

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____ 2022, before me, the undersigned Notary Public,
personally appeared _____, known to me to be the person described in the foregoing
instrument, who acknowledged that he executed the same in the capacity therein stated and for the
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[S E A L]

Notary Public, State of _____

Printed Name of Notary

My Commission Expires: _____

COUNTY:

THE COUNTY OF HALL, GEORGIA

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this ____ day of _____ 2022, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[S E A L]

Notary Public, State of _____

Printed Name of Notary

My Commission Expires: _____