

**MASTER LANDLORD CONSENT  
CONSENT TO SUBLEASE**

This CONSENT TO SUBLEASE (this “**Consent**”), dated as of the [ ] day of June, 2023 (the “**Effective Date**”), is entered into by and among DEKALB COUNTY, a political subdivision of the State of Georgia, having an address at DeKalb County, The Maloof Center, 1300 Commerce Drive, Decatur, GA 30030 (“**Master Landlord**”), POPE RETAIL PROPERTIES, LLC, a Georgia limited liability company, having an address at 3109 Clairmont Road NE, Suite A, Atlanta, GA 30329, Attn: G. Richard Pope (“**Tenant**”), and PEACHTREE MIT, LLC, a Georgia limited liability company, having an address at 174 Watercolor Way, Suite 103-117, Santa Rosa Beach, FL 32459, Attn: Brad Smith (“**Subtenant**”) (collectively referred to herein as the “**Parties**” or individually as a “**Party**”).

**WHEREAS**, Master Landlord is the owner and landlord of the real property located at 4474 Buford Highway, Chamblee, Georgia 30341 (the “**Subleased Premises**”);

**WHEREAS**, Tenant and Master Landlord entered into that certain Lease Agreement dated January 24, 2012 (as amended, the “**Master Lease**”), pursuant to which Master Landlord leased the Subleased Premises to Tenant, which Subleased Premises are more particularly described in the Master Lease;

**WHEREAS**, Tenant and Subtenant entered into that certain Sublease Agreement of even date herewith (the “**Sublease**”), pursuant to which Tenant subleased to Subtenant the entire Subleased Premises;

**WHEREAS**, Tenant has requested that Master Landlord consent to Tenant subletting the Subleased Premises to Subtenant pursuant to the Sublease; and

**WHEREAS**, Master Landlord has agreed to consent to the subletting on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Subletting. Master Landlord hereby consents to the subletting of the Subleased Premises by Tenant to Subtenant on the terms and conditions set forth herein and on the terms and conditions set forth in the Sublease.

2. Sublease Subject and Subordinate to Master Lease. The Sublease is subject and subordinate always to the Master Lease. In the case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, the provisions of the Master Lease will govern.

3. Tenant Not Released. Neither the Sublease nor this Consent releases or discharges Tenant from any covenants, duties, agreements, or liabilities under the Master Lease. Tenant will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions set forth in the Master Lease on the part of

Tenant to be performed and observed. Any breach or violation of any provisions of the Master Lease by Subtenant will be deemed to be and will constitute a default by Tenant.

4. Consent Limited to Subletting. This Consent is limited solely to the subletting of the Subleased Premises by Tenant to Subtenant pursuant to the Sublease. Master Landlord expressly reserves the right to consent to or withhold consent with respect to any other matters in the Master Lease, including, without limitation, any proposed alterations to the Subleased Premises or the Subleased Premises or any further subletting either by Tenant or Subtenant.

5. Termination of Master Lease. If at any time prior to the expiration or termination of the Sublease the Master Lease expires or terminates for any reason, the Sublease will automatically and simultaneously terminate.

6. Notices. Tenant and Subtenant acknowledge and agree that Master Landlord must be copied simultaneously on any notices between Tenant and Subtenant. Notices to Master Landlord must be sent to the address provided for Master Landlord in the preamble of this Consent.

7. No Further Modifications. Tenant and Subtenant agree not to amend, modify, or supplement the Sublease without the prior written consent of Master Landlord, which consent may be given or withheld in its sole and absolute discretion. This Consent does not confer any third-party beneficiary rights upon Subtenant, except as expressly set forth herein.

8. Entire Agreement. This Consent contains the entire agreement of the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

9. Capitalized Terms. All capitalized terms not defined herein have the meaning given them in the Master Lease.

10. Paragraph Headings. The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Consent.

11. Governing Law. This Consent is to be construed in accordance with the laws of Georgia without regard to the choice of law rules of that state.

12. Severability. If any term or provision of this Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Consent or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Counterparts. This Consent may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Consent delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Consent.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Consent to be executed as of the Effective Date.

**MASTER LANDLORD:**

DEKALB COUNTY

*Signature Page Follows*

By: \_\_\_\_\_

Name:

Title:

**TENANT:**

POPE RETAIL PROPERTIES, LLC

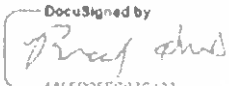
By: *Guy Richard Pope*

Name: *Guy Richard Pope*

Title: *Manager*

**SUBTENANT:**

PEACHTREE MIT, LLC

By:  \_\_\_\_\_

Name: Brad Smith

Title: Owner

**DEKALB COUNTY, GEORGIA**

by **Dir.**(SEAL)

\_\_\_\_\_  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

**ATTEST:**

\_\_\_\_\_  
BARBARA H. SANDERS, CCC, CMC  
Clerk of the Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

Signed, sealed and delivered as  
to County in the presence of:

\_\_\_\_\_  
(Seal)

Notary Public  
My Commission Expires:

**APPROVED AS TO SUBSTANCE:**

  
\_\_\_\_\_  
Department Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)