

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of this _____ day of _____, 2011, by and between the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("Sublessor") and the City of Sandy Springs, a Georgia municipal corporation ("Sublessee ");

WITNESSETH:

WHEREAS, by virtue of that certain Lease Agreement (the "Lease") dated _____, Sublessor has leased from TSO Morgan Falls, LLC, (the "Landlord") certain Premises for use as the Sandy Springs Police Department, known as Suite 401, 7840 Roswell Road, Building 400, Sandy Springs, Georgia (the "Premises"); and

WHEREAS, Sublessor and Sublessee desire that Sublessor sublease the Premises to Sublessee that Sublessee will unconditionally and absolutely agree to accept and perform all of Sublessor's obligations under the Lease;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. SUBLEASE

1.1 Sublessee's Obligations. Sublessee unconditionally and absolutely agrees to accept and perform all of Sublessor's obligations under the Lease to the fullest extent permitted under Georgia law. Sublessee is authorized to deal with Landlord directly in all matters related to the Lease. Sublessee shall not do or permit to be done anything that would constitute a breach or default of Sublessor's obligations in the Lease.

1.2 Sublessor's Obligations. Sublessor agrees to comply with all of Sublessor's obligations in the Lease. Sublessor agrees not to do anything to disturb Sublessee's use of the

Premises pursuant to this Sublease, provided Sublessee is not in breach or default or any obligation in this Sublease. Sublessor agrees that Landlord's acceptance of payments from Sublessee and direct communication with Sublessee shall not be deemed a release or waiver of Sublessor's duties under the Lease, and Sublessor shall ratify and affirm any agreements as between Sublessee and Landlord with regard to the Premises, specifically including but not limited to any agreements as to repairs made by Landlord.

ARTICLE 2. TERM

The term of this Sublease shall be deemed to commence upon the Commencement Date of the Lease and, upon request, Sublessor and Sublessee shall execute an agreement affirming the Commencement Date. The Sublease shall expire on the expiration date as provided in the Lease (subject to the exercise by Sublessor of any extension options set forth in the Lease, in which event the expiration date of the Sublease shall be the expiration date of the final extension option exercised), unless earlier terminated according to the terms of the Lease, it being the intent of the parties that the Sublease and Lease shall be co-terminous.

ARTICLE 3. RENT

Sublessee shall pay all monetary obligations of Sublessor under the Lease, and shall make such payments directly to Landlord upon the terms and conditions set forth in the Lease. Notwithstanding the Sublease, Sublessor shall remain liable for the payment of all amounts due under the Lease and performance of all of its duties under the Lease throughout the term of the Lease.

ARTICLE 4. Miscellaneous

Sublessee represents that it has read the Lease and that the terms of the Sublease are subject and subordinate to the terms and provisions of the Lease. As a material inducement to the approval

by Landlord of the Sublease, Sublessor represents that in the event of a default by Sublessee under the Lease or the Sublease, Sublessor shall exercise all available remedies under the Lease, the Sublease and Georgia law, as requested and approved by Landlord, to ensure payment and performance by Sublessee. This Sublease shall be approved by Landlord strictly subject to the terms hereinafter set forth in Landlord's Consent to Sublease.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the date first above written.

SUBLESSOR: City of Sandy Springs Public Facilities Authority

By: _____
Its: _____

Attest:
By: _____
Print Name: _____
Title: _____

SUBLESSEE: City of Sandy Springs

By: _____
Its: _____

Attest:
By: _____
Print Name: _____
Title: _____

(Landlord's Consent on Following Page)

Consent by Landlord: The undersigned as Landlord under the Lease hereby consents to the foregoing Sublease on the express conditions that :1) Sublessor shall be and continue to remain liable for the payment of all amounts due under the Lease and the performance of each and every term, covenant and condition of the Lease on the part of Tenant thereunder to be observed and performed; 2) nothing contained in the Sublease shall be taken or construed to in any way modify, alter or affect any terms or conditions of the Lease; 3) there shall be no further sublease of the Lease without the express consent of Landlord; 4) in consideration for Landlord's consent to the Sublease, in the event of a default by Sublessee, Sublessor shall exercise all rights and remedies available under the Lease, the Sublease and Georgia law, as requested and approved by Landlord, to ensure payment and performance by Sublessee of its obligations.

Consented to, Acknowledged, and Approved:

Landlord:

TSO Morgan Falls, LLC
A Georgia limited liability company

Attest:

By: _____

Print Name: _____

Title: _____

T62.13sublease.doc

By The Simpson Organization, Inc.

Its: Manager

By: _____

A. Boyd Simpson

Its: President