

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-04B-33138

ADDRESS OF PREMISES **KOGER CENTER
2601 FLOWERS ROAD, SOUTH
ATLANTA, GEORGIA 30341**

THIS AGREEMENT, made and entered into this date by and between **KOGER EQUITY, INC.**

whose address is **3986 BOULEVARD CENTER
SUITE 101
JACKSONVILLE, FL 32207**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended. The Lease as amended by Supplemental Lease Agreements (SLAs) 1, 2, 3, and 4, is hereby further amended by this SLA, effective as follows:

EFFECTIVE MARCH 1, 1997:

1. With the acquisition of approximately 20,675 Rentable Square Feet (RSF), as confirmed, or approximately 18,460 BOMA Usable Office Area (BUA), of expansion space in the Williams Building, the Lessor hereby leases to the Government the following described premises: A total of approximately 110,577 usable square feet of space and forty-seven (47) total on site reserved parking spaces located at Koger Center, Yale Building, 2945 Flowers Road South, Vanderbilt Building, 2935 Flowers Road South, Stanford Building, 2960 Brandywine Road, and Williams Building, 2877 Brandywine Road, Atlanta, Georgia 30341. The location of the space is as follows:

<u>Building</u>	<u>Square Footage</u>	
Yale	26,473 Net Usable Square Feet (NUSF) *	- Partial Building with 44 reserved parking spaces
Vanderbilt	30,244 Net Usable Square Feet (NUSF) *	- Entire Building
Stanford	35,400 Net Usable Square Feet (NUSF) *	- Entire Building
Williams	18,460 BOMA Usable Area (BUA), or 20,675 Rentable Square Feet (RSF) -	- Partial Building with 3 reserved parking spaces

* Original blocks of space acquired and measured under the GSA definition of NUSF, in effect at that time.

The 20,675 RSF of expansion space being acquired is located in the Williams Building as follows:

- 2nd Floor, Suites 220/230 - Approximately 11,709 RSF
- 3rd Floor, Suite 300 - Approximately 8,966 RSF
- Reserved On-site Parking Spaces - Three (3), at the Williams Building in a location to be agreed upon by the Government and the Lessor, as close to the building as possible.

[CONTINUED ON PAGE 2 OF 4]

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

KOGER EQUITY, INC.

BY

(Signature)

Vice President

(Title)

IN PRESENCE OF

(Signature)

3986 Boulevard Center Drive
Jacksonville, FL 32207

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

**Contracting Officer
GENERAL SERVICES ADMINISTRATION**

(Official Title)

William T. Jones, Jr.

SPACE DESIGN/CONSTRUCTION:

1. The Government will submit to the Lessor an approved space design/scope of work for each expansion area, with the request for the Lessor to provide a total cost to complete the construction. This cost will be compared with an Independent Government Estimate (IGE) to complete the work. The cost must be within 10% of the IGE in order for the Government to make the determination that the cost is fair and reasonable. If the cost is not within 10%, negotiations will begin between the Government and the Lessor in an effort to attain that goal. If the cost cannot be determined to be fair and reasonable within 30 days from the date that both the Lessor's cost and the IGE are submitted, the Lessor will obtain two (2) additional cost estimates to complete the construction. The lower of the three (3), including the Lessor's original estimate, will be used to complete construction of the space.
2. Once the cost is determined to be fair and reasonable by the Government, the Lessor will amortize the construction cost into the rent over the firm term of the Lease Contract, not to exceed an Alterations Allowance (AA) of \$18.00 per RSF. Any cost exceeding this amount will be paid by the government by lump sum payment to the Lessor. If the AA exceeds \$29.13 per RSF, the Government must obtain additional approvals before the start of any construction. For each \$1.00 per RSF of AA to be included in the rent, the rental rate will increase \$.30 per RSF above the base rate for fully serviced space of \$14.10 per RSF.
3. The Lessor agrees to waive restoration of the premises leased by the Government.
4. The Lessor will provide to the Government, within 30 days after each space is accepted, "As-built" Drawings of each expansion space on CAD diskette, per the attached CAD exhibit. The Government will provide to the Lessor the approved space design(s) on CAD diskette to use for modifications.

SAFETY/ENVIRONMENTAL REQUIREMENTS:

1. Fire-safety requirements, including but not limited to exit signs, emergency lights, panic bars, fire-rated wall for storage rooms, etc., shall be furnished by the Lessor in accordance with the requirements of the Lease Contract.
2. The Lessor certifies that there is no asbestos in the Williams Building. If at any time it is determined that asbestos does exist in the building, at no additional charge to the Government the Lessor shall perform an Asbestos Inspection of the building to include all spaces occupied by the Government. An Asbestos Operations and Maintenance (O & M) Program or Asbestos Abatement Plan must then be prepared by an asbestos management planner accredited by the State of Georgia and implemented, also at no cost to the Government.
3. If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal cannisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After the initial testing, a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed. These tests shall be performed at no additional cost to the Government.
4. The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE CONTRACT REMAIN UNCHANGED AND IN EFFECT.

LESSOR SIGNATURE:  DATE: 5/4/97
KOGER/EQUITY, INC.

GOVERNMENT SIGNATURE:  DATE: 5/19/97
Contracting Officer
GENERAL SERVICES ADMINISTRATION

William T. Jones, Jr.