

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 4

DATE

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, and 3, 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.

**Duplicate
Original**

LESSOR

KOGER EQUITY, INC.

BY _____
(Signature) (Title)

IN PRESENCE OF

(Signature) (Address)

UNITED STATES OF AMERICA

Contracting Officer
GENERAL SERVICES ADMINISTRATION

BY _____
(Signature) (Official Title)

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The term for the 20,675 RSF of expansion space will be March 1, 1997, through October 31, 2014. The firm term for the expansion will be from the date the Government accepts the space through July 31, 2004. The Government may terminate this expansion space in full or in part at any time on or after August 1, 2004, by giving at least 180 days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

3. The Government shall pay the Lessor Annual Rent in arrears as follows for the 20,675 RSF of expansion space, including the three (3) reserved parking spaces. Rent for a lesser period shall be pro-rated. The rental is for space to be accepted in as-is condition, with an established reduction in rent for vacant space of \$1.65 per RSF. The rent will be adjusted after the Lessor obtains the Certificate of Occupancy and the Government accepts the space as completed. Upon notification that the Lessor has obtained the Certificate of Occupancy, the Government will inspect the space within five (5) working days for the purpose of determining whether or not the Government accepts the space as completed. The rental rate will be adjusted, effective the date the space is accepted, to include amortization of construction costs and to include all services, removing the reduction for vacant space.

| | |
|--|-----------------|
| Rental Rate for fully serviced space accepted as-is: | \$14.10 per RSF |
| Less Reduction for Vacant Space: | - 1.65 per RSF |
| Rental Rate as of March 1, 1997: | \$12.45 per RSF |

Annual Rent for Expansion: \$12.45 PRSF x 20,675 RSF = \$257,403.75

For the leased premises in Paragraph 1, the Annual Rent is computed as follows:

| | |
|---|----------------|
| Total Current Annual Rent: | \$1,016,009.78 |
| Adjustment for Expansion as of 03/01/97: | 257,403.75 |
| Total New Annual Rent: | \$1,273,413.53 |
| Total New Monthly Rent (paid in arrears): | \$106,117.79 |

For tax purposes, the Government Percentage of Occupancy under the Lease Contract is as follows:

| | |
|-----------------|---|
| <u>Building</u> | <u>Percentage of Occupancy</u> |
| Yale | 87.5% |
| Vanderbilt | 100.0 % |
| Stanford | 100.0 % |
| Williams | 16.8% (20,675 RSF divided by 122,900 RSF) |

For this expansion, the Lessor is required to provide the Government pro-rated tax bills assessed on the Williams Building.

5. The base rate for operating costs for the expansion space is established to be \$4.49 per RSF, (\$4.49 x 20,675 RSF = \$92,830.75). Operating cost adjustments for expansion spaces added to the Lease Contract will take place on the anniversary date of the current effective date of the original Lease Contract, which is November 1, as follows: The first operating cost adjustment will take place the next November 1, if the Effective Date for the expansion space is more than 183 days prior to November 1. The first operating cost adjustment will not take place the next November 1, but rather November 1 one year after the next November 1, if the Effective Date for the expansion space is 183 days or less prior to November 1. Accordingly, the first operating cost for this expansion of 20,675 RSF will take place on November 1, 1997.
6. The Overtime Rate for the Williams Building is established to be \$15.00 per hour, per floor.

EFFECTIVE JUNE 1, 1997:

1. With the acquisition of approximately 11,230 Rentable Square Feet (RSF), as confirmed, or approximately 10,027 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 120,604 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:

INITIALS: LESSOR _____

GOVERNMENT _____

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| Building | Square Footage | |
|------------|---|--|
| 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 | 28,487 BOMA Usable Area (BUA), or 31,905 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 11,230 RSF of expansion space being acquired is located in Suite 120 on the 1st floor of the Williams Building.

- The term for the 11,230 RSF of expansion space will be June 1, 1997, through October 31, 2014. The firm term for the expansion will be from the date the Government accepts the space through July 31, 2004. The Government may terminate this expansion space in full or in part at any time on or after August 1, 2004, by giving at least 180 days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- The Government shall pay the Lessor Annual Rent in arrears as follows for the 11,230 RSF of expansion space. Rent for a lesser period shall be pro-rated. The rental is for space to be accepted in as-is condition, with an established reduction in rent for vacant space of \$1.65 per RSF. The rent will be adjusted after the Lessor obtains the Certificate of Occupancy and the Government accepts the space as completed. Upon notification that the Lessor has obtained the Certificate of Occupancy, the Government will inspect the space within five (5) working days for the purpose of determining whether or not the Government accepts the space as completed. The rental rate will be adjusted, effective the date the space is accepted, to include amortization of construction costs and to include all services, removing the reduction for vacant space.

Rental Rate for fully serviced space accepted as-is: \$14.10 per RSF
Less Reduction for Vacant Space: - 1.65 per RSF
Rental Rate as of March 1, 1997: \$12.45 per RSF

Annual Rent for Expansion: \$12.45 PRSF x 11,230 RSF = \$139,813.50

For the leased premises in Paragraph 1, the Annual Rent is computed as follows:

Total Current Annual Rent: 6/1/97 \$1,273,413.53
Adjustment for Expansion as of 03/01/97: 139,813.50
Total New Annual Rent: \$1,413,227.03
Total New Monthly Rent (paid in arrears): \$117,768.92

- For tax purposes, the Government Percentage of Occupancy under the Lease Contract is as follows:

| Building | Percentage of Occupancy |
|------------|---|
| Yale | 87.5% |
| Vanderbilt | 100.0 % |
| Stanford | 100.0 % |
| Williams | 26.0% (31,905 RSF divided by 122,900 RSF) |

For this expansion, the Lessor is required to provide the Government pro-rated tax bills assessed on the Williams Building.

- The base rate for operating costs for the expansion space is established to be \$4.49 per RSF, (\$4.49 x 11,230 RSF = \$50,422.70). Operating cost adjustments for expansion spaces added to the Lease Contract will take place on the anniversary date of the current effective date of the original Lease Contract, which is November 1, as follows: The first operating cost adjustment will take place the next November 1, if the Effective Date for the expansion space is more than 183 days prior to November 1. The first operating cost adjustment will not take place the next November 1, but rather November 1 one year after the next November 1, if the Effective Date for the expansion space is 183 days or less prior to November 1. Accordingly, the first operating cost for this expansion of 11,230 RSF will take place on November 1, 1998.

The Overtime Rate for the Williams Building is established to be \$15.00 per hour, per floor.

INITIALS: LESSOR _____

GOVERNMENT _____

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 \$29.60 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: _____

KOGER EQUITY, INC.

DATE: _____

GOVERNMENT SIGNATURE: _____

Contracting Officer
GENERAL SERVICES ADMINISTRATION

DATE: _____