

**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, 4, 5 and 6, is hereby further amended by this SLA, effective as follows:

Effective January 1, 1998, or upon completion and acceptance by the Government of alterations to the blocks of space acquired under SLA No. 5 and this SLA, whichever is earlier. The completion and acceptance by the Government of alterations to Suite 110 on the 1<sup>st</sup> Floor is excepted from this.

1. With the acquisition of approximately 11,132 Rentable Square Feet (RSF), as confirmed, or approximately 9,939 BOMA Usable Office Area (BUOA), of expansion space in the Williams Building, the Lessor hereby leases to the Government the following described premises: A total of approximately 130,256 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:

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	38,139 BOMA Usable Office Area (BUOA), or 42,716 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.

**[CONTINUED ON PAGE 2 OF 4]**

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

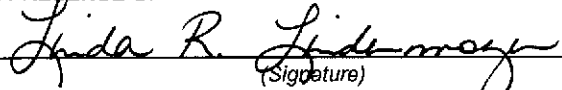
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

**KOGER EQUITY, INC.**

BY  (Signature)

IN PRESENCE OF

 (Signature)

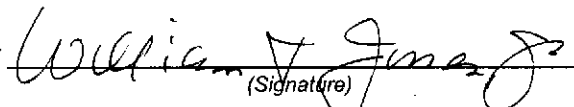
Vice President

(Title)

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.**

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The 11,132 RSF of expansion space being acquired is located in the Williams Building as follows:

1<sup>st</sup> Floor, Suite 110 - Approximately 4,341 RSF  
Added to Suite 120 - Approximately 254 RSF  
3<sup>rd</sup> Floor, Suite 320 - Approximately 6,537 RSF

With the acquisition of the 11,132 RSF of expansion space, the Government will occupy a total of approximately 42,716 RSF of space in the Williams Building as follows:

1<sup>st</sup> Floor, Suite 110 - Approximately 4,341 RSF  
Suite 120 - Approximately 11,163 RSF  
2<sup>nd</sup> Floor, Suites 220/230 - Approximately 11,709 RSF  
3<sup>rd</sup> Floor, Suite 300 - Approximately 8,966 RSF  
Suite 320 - Approximately 6,537 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.

2. The term for the 11,132 RSF of expansion space will be from the Effective Date, as set forth above, through October 31, 2014. The firm term for the expansion will be from the effective date, as set forth above, 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 11,132 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 alterations to the blocks of space have been completed, the Lessor obtains the Certificate of Occupancy, and the Government accepts the spaces 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, as provided for in this SLA in Paragraph 2 under Space Design/Construction on Page 3 of 4, and to include all services by removing the reduction for vacant space.

Rental Rate for this expansion space, fully serviced space accepted as-is: \$14.96 per RSF  
Less Reduction for Vacant Space: - 1.65 per RSF  
Rental Rate for this expansion space as of the Effective Date: \$13.31 per RSF

Annual Rent for Expansion: \$13.31 PRSF x 11,132 RSF = \$148,166.92

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

Total Current Annual Rent: \$1,409,230.58  
Adjustment for Expansion \$148,166.92  
Total New Annual Rent: \$1,557,397.50  
Total New Monthly Rent (paid in arrears): \$129,783.13

Effective August 1, 2004 (at the end of the firm term) the Rental Rate for the 11,132 RSF of expansion space acquired in this SLA will increase as follows:

Rental Rate for this expansion space as of August 1, 2004: \$17.46 per RSF, with operating cost adjustments and adjustment for the amortization of construction costs.

Annual Rent for this expansion space as of August 1, 2004: \$17.46 PRSF x 11,132 = \$194,364.72

For the leased premises in Paragraph 1, effective August 1, 2004, the Annual Rent will be computed as follows:

Total Current Annual Rent: \$1,409,230.58  
Adjustment for Expansion: \$194,364.72  
Total New Annual Rent: \$1,603,595.30  
Total New Monthly Rent (paid in arrears): \$133,632.94

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4. 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	34.8% (42,716 RSF divided by 122,900 RSF)

For this expansion, the Lessor is required to provide the Government 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 11,132 RSF = \$49,982.68). 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 adjustment for this expansion of 11,132 RSF will take place on November 1, 1998.
6. For Government overtime usage of heating or cooling, the Overtime Rate for the Williams Building is established to be \$15.00 per hour, per floor.

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 \$14.96 per RSF. The Government maintains the option to pay for any or all of the construction cost by lump sum payment.
3. The Lessor will complete construction, the alterations to the space acquired under SLA No. 5 and this SLA based on the approved space design and written scope of work, within 90 days from the time that the construction cost is accepted by the Government as fair and reasonable by way of an executed Supplemental Lease Agreement (SLA). The completion and acceptance by the Government of alterations to Suite 110 on the 1<sup>st</sup> Floor is excepted from this.
4. The Lessor agrees to waive restoration of the premises leased by the Government.
5. 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. In addition, the Lessor shall provide a copy of the Certificate of Occupancy for the Williams Building, as evidence of compliance with firesafety requirements. Space design plans for the blocks of

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space must be reviewed and approved by GSA Safety and Environmental Management.

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 canisters 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.

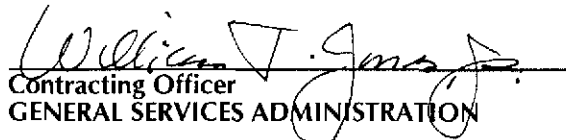
LESSOR SIGNATURE: \_\_\_\_\_



ROGER EQUITY, INC.

DATE: \_\_\_\_\_

GOVERNMENT SIGNATURE: \_\_\_\_\_



Contracting Officer  
GENERAL SERVICES ADMINISTRATION

DATE: 9/22/97

**William T. Jones, Jr.**