

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JAN 24 1994

LEASE NO.

GS-04B-33138

THIS LEASE, made and entered into this date by and between

KOGER EQUITY, INC.

whose address is 3986 Boulevard Center Drive, Suite 101
Jacksonville, Florida 32207

and whose interest in the property hereinafter described is that of Owner

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 91,355 Net Usable Square Feet (NUSF) of space and forty-four (44) on-site, reserved parking spaces, located at Koger Center, Yale Building, 2945 Flowers Road South, Vanderbilt Building, 2939 Flowers Road South, and Stanford Building, 2960 Brandywine Road, Atlanta, Georgia 30341. The following breakdown will identify location of space:

<u>BUILDING</u>	<u>NUSF</u>
Yale	30,244 (Entire Building)
Vanderbilt	30,244 (Entire Building)
Stanford	30,867 (Partial Building)

to be used for such purposes as determined by General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

August 1, 1994 through July 31, 2014, subject to termination and renewal rights as may be hereinafter set forth. Said term shall be adjusted in accordance with Paragraph 6B on reverse.

3. The Government shall pay the Lessor annual rent of \$986,634 (\$10.80 PNUSF per annum)

at the rate of \$82,219.50 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Koger Equity, Inc.

P.O. Box D860516
Orlando, Florida 32886

~~4. The Government may terminate this lease at any time by giving at least _____ days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

Paragraph 4 DELETED and REPLACED by Paragraph 9, Page 3.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rental:~~
Paragraph 5 DELETED.

provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

~~Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. RGA93109, the attached Special Requirements, and Amendments No. 1, 2 and 3 to the SFO.
- B. Build-out must be in accordance with Solicitation for Offers No. RGA93109 as amended and the special requirements enumerated in the attachment to the SFO, and the approved Government space plans which will be provided after award of the lease. All alterations shall be completed within 180 days from receipt of approved Government space layouts. Actual commencement of lease term and rental shall begin with Government acceptance of completed space. The rental consideration shall be adjusted based on physical measurement of the completed space, but shall not exceed payment of the maximum square footage solicited.
- C. No deviations to the approved layouts furnished by GSA to the Lessor via the lease contract will be permitted unless prior written authorization is obtained from the GSA Contracting Officer. However, the approved floor plan may include some items that are not covered by the lease contract and the associated Solicitation for Offers. The Lessor will not build and/or install these items until receipt of authorization from the General Services Administration (GSA). Payment for work done in the space over and above that covered by this lease contract will be paid to the Lessor on a lump sum, reimbursable basis, unless negotiated otherwise.

7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2-A, _____ edition).

DELETED

CONTINUED ON PAGE 3.

8. The following changes were made in this lease prior to its execution:

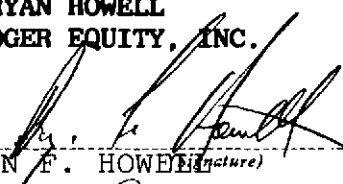
SEE CONTINUATION PARAGRAPHS 7 THROUGH 17 ON ATTACHED PAGES.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

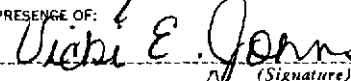
**BRYAN HOWELL
KOGER EQUITY, INC.**

BY


BRYAN F. HOWELL (Signature)

(Signature)

IN PRESENCE OF:

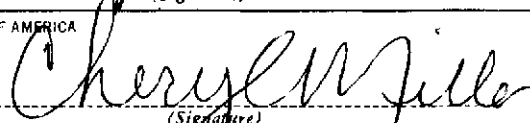

Vicki E. Johnson (Signature)

2601 Flowers Rd. S. Ste. 170
Atlanta, Georgia 30341

(Address)

UNITED STATES OF AMERICA

BY


Cheryl M. Miller (Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

CONTINUATION PAGE 3
TO STANDARD FORM 2
LEASE NO. GS-04B-33138

7. The following are attached and made a part hereof:
- A. Solicitation for Offers No. RGA93109, and attached Special Requirements, Amendment No. 1, Amendment No. 2, and Amendment No. 3.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 6/93).
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 8/92).
 - D. Small Business Subcontracting Plan
 - E. Floor plans of Yale, Vanderbilt, and Stanford Buildings.
8. The following changes were made in this lease prior to its execution:
- A. Paragraph 4 is deleted in its entirety and replaced by Paragraph 9.
 - B. Paragraph 5 is deleted in its entirety.
 - C. Paragraph 7 is amended to delete the sentence "The General.....edition."
 - D. Paragraphs 7 and 8 are continued on Continuation Page 3.
9. The Government may terminate this lease 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.
10. In accordance with SFO Paragraph No. 3.5, Operating Cost, the escalation base is established as \$3.97 PNUSF.
11. In accordance with SFO Paragraph No. 3.3, Tax Adjustment, the percentage of Government occupancy is established as follows: Yale Building - 100% Vanderbilt Building - 100%, and Stanford Building - 87%. The percentage of Government occupancy will be subject to revision based on the physical measurement of Government occupied space at the time of final inspection, not to exceed the maximum square footage stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES. The Lessor is required to provide the Government prorated tax bills assessed on the Yale, Vanderbilt, and Stanford Buildings.
12. In accordance with SFO Paragraph No. 3.11, Adjustment For Vacant Premises, the adjustment is established as \$1.80 (rental reduction) per net usable square foot, for all three buildings.
13. In accordance with SFO Paragraph No. 7.3, Overtime Usage, the rate for overtime usage for all three buildings is established on a per hour basis at \$35.00 per entire space per building or \$17.50 per floor per building.

INITIALS: LESSOR

GOVERNMENT

14. In accordance with SFO Paragraph 3.1, Unit Costs for Adjustment, the following unit costs are established for future alterations within the first year:

A. Ceiling-High Partitions, (STC-40), PLF.....
B. Ceiling-High Partitions, (STC-50), PLF.....
C. Slab-to-Slab Partitions, (STC-40), PLF.....
D. Slab-to-Slab Partitions, (STC-50), PLF.....
E. Slab-to-Slab Fire Rated Part., (STC-40), PLF.....
F. Slab-to-Slab Fire Rated Part., (STC-50), PLF.....
G. Interior Solid-Core Door, EA.....
H. Building Standard Lockset.....
I. Isolated Ground Duplex Outlet, EA.....
J. Standard Duplex Elec. Outlet, 110/15 (Wall-Mount), EA.....
K. Standard Quad. Elec. Outlet, 110/15 (Wall-Mount), EA.....
L. Carpet Tile, PSY.....
M. Vinyl Floor Tile, PSF.....
N. Raised Floor System, PSF.....
O. Door Closure, Building Standard, EA.....

15. In accordance with Special Requirements Attachment to No. SFO RGA93109 part 1B, Lump-Sum Items, the following costs are established:

A. Folding Partition, STC 50.....
B. Sargent Locksets, EA.....
C. Dedicated Duplex Outlets, Wall, 110/20 EA.....
D. Plywood, EA.....
E. Shower Benches, EA.....
F. Junction Boxes, 120/20, 8 Wire, 3 Circuits, EA.....
1 Circuit, EA.....
G. Double Glass Doors, EA SET.....
H. Double Glass Wall, 2'X8' w/Wood Frame, EA.....
I. Standard Glass Shower Stall, EA.....
J. Mirrored Glass Wall, PLF.....
K. Dust Proof Seal, PSF.....
L. Locker, EA.....
M. Dedicated Elec. Power Strips.....
N. Dedicated Elec. Duplex Outlet, Wall, 110/15, EA.....
O. Dedicated Elec. Quad. Outlet, Wall, 110/15, EA.....
P. Dedicated Elec. Quad. Outlet, Wall, 220/40, EA.....
Q. Dedicated Elec. Duplex Outlet, Wall, 220/40, EA.....
R. Dedicated Elec. Duplex Outlet, 120/20, EA.....
S. Dedicated Elec. Quad. Outlet, 120/20, EA.....
T. Dedicated Elec. Duplex Outlet, Wall, 115/20, EA.....
U. Dedicated Elec. Quad. Outlet, Wall, 115/20, EA.....
V. Dedicated Elec. Duplex Outlet, GFCI, 115/20, EA.....

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W. Hand Rail, PLF.....
X. Dimmer Switch, EA.....
Y. 6" Round Recessed Incandescent Downlights, EA.....
Z. Scramble Lock, EA.....
AA. Parabolic Light Fixture, 50 FT. C, EA.....
Parabolic Light Fixture, 100 FT. C, EA.....
BB. Glass Observation Window, PLF.....
CC. Door Closure (not concealed).....
DD. Cabinet/Sink.....

16. All handicapped accessibility, fire and lifesafety deficiencies must be corrected prior to occupancy at no extra cost to the Government as required by SFO No. RGA93109.
17. In accordance with SFO Paragraph No. 8.13, Radon Measurement and Corrective Action, 90-day alpha track radon measurements must be taken. The radon certification shall be provided to the Government prior to occupancy. If required, the Lessor shall develop a plan of corrective action. The plan shall be implemented prior to occupancy at no extra cost to the Government.

SIGNATURE:


BRYAN HOWELL
KOGER EQUITY, INC.

3/4/94
DATE


CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

3/7/94
DATE