

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 11

10-13-04

TO LEASE NO.

GS- O6P-20039

ADDRESS OF PREMISES

Meritex Lenexa Executive Park, 17501 West 98th Street, #31-50, Lenexa, Kansas

THIS AGREEMENT, made and entered into this date by and between Meritex Inc.

whose address is 17501 W. 98th Street, #26-32
Lenexa, Kansas 66219

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, ~~effective~~ _____, as follows:

The printed word "effective" immediately above was deleted prior to signing by either party.

1. Effective September 15, 2004, in accordance with paragraph 8 of the Lease, Stackroom 6 is accepted by the Government in the amount of 45,000 BOMA Office Area square feet (USF).

Effective September 15, 2004, in accordance with Attachment A, Section A of the Lease, the truck dock is accepted by the Government in the amount of 5,000 BOMA Office Area square feet (USF).

As a result of these expansions, the Government agrees to pay the Lessor in the amount of \$169,500.00 per annum (\$3.39/rsf) for a total annual rent of \$995,727.00 per annum for a maximum of 293,725 USF.

2. The Government would like to expand by 80,000 cubic feet or approximately 18,800 square feet of warehouse/archival space. The warehouse/archival space is being improved to house photographic media in 35 degree Fahrenheit and 35 percent relative humidity conditions, plus 4,800 cubic feet of records in 25 degree Fahrenheit conditions.

As a result of this expansion, the Government agrees to pay the Lessor an additional amount of \$63,732.00 per annum (\$3.39/rsf) for a total annual rent of \$1,059,459.75 for a maximum of 312,525 USF. The space shall be ready for occupancy 120 days from the date of this Supplemental Lease Agreement.

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

SEE SHEET 2A, ATTACHED

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

LESSOR

IN F

UNIT

BY

General Services Administration, Public Buildings Service
West Leasing Services Branch Contracting Officer
(Official Title)

3. The on-going maintenance cost of the additional HVAC and related equipment required for the warehouse/archival space is not included in the annual rental.
4. The Lessor shall provide, install, and maintain, except for the exclusions noted above, the space described on the attached Exhibit "A" drawings, sheets M-100 and A1.00 and the attached proposal from Bill Seymore, Meritex V.P., dated September 2, 2004 and the attached clarification letter from Bill Seymore, Meritex V.P., dated September 30, 2004. In addition, the space shall meet the requirements of the existing Lease for archival and warehouse space.

Upon completion, inspection, and acceptance of the work by the Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,883,067.00 in a lump sum payment.

The original invoice is to be sent to:

GSA, Finance Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

GSA, West Service Center (6PWL)
Attn: Chris Bolinger
1500 E. Bannister Road
Kansas City, Missouri 64131-3088

The invoice must include:

- PDN # PS0006035
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, building address, and a description, price, and quantity of the items delivered.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

5. The above build-out of the warehouse/archival space does not relinquish the Government's rights on the two archival rooms that are part of the original lease agreement.
6. The Lessor waives restoration for the alterations necessary under this SLA.

INITIALS TH & AG
LESSOR GOV'T

GS-O6P-20039
SHEET 2A, SLA# 11