## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 12

DATE 3/4/05

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS- O6P-20039

| ٩ | DC. | R | ESS | OF | PR | E | N | USES | ; |
|---|-----|---|-----|----|----|---|---|------|---|

Meritex, Inc. 17501W.98th Street, #26-32 Lenexa, KS 66219

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

Meritex, Inc.

whose address is

17501W.98th Street, #26-32

Lenexa, KS 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 December 10, 2005 , as follows:

The Government is exercising an option on Stack Room 7 to expand by approximately 45,000 square feet of warehouse/archival space and an additional 12,000 square feet of office space. The warehouse space is being converted into two rooms, one of which will be made into an archival room and the other will be warehouse space.

However, if the cubic feet of boxes to square feet ratios are less than the amount stated in the original lease agreement for the option space, then the Lessor and the Government shall extrapolate and come to an agreement on the amount of cubic feet of boxes that would have been obtained without the division of the warehouse area.

- 2. The on-going maintenance cost of the additional HVAC equipment required for the archival space is not included in the annual rental.
- 3. The Lessor shall provide, install and maintain, except for the exclusion noted above, the space described on the attached Exhibit "A" drawing, Sheet A1.01, and Exhibit "B" e-mail, from Bill Seymore, dated January 12, 2005. In addition, the space shall meet the requirements of the existing Lease for archival, warehouse, and office space. The UV filtering for the archival lights are not included in the annual rental.

(SEE SHEET 2A, ATTACHED)

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.

General Services Administration, Public Buildings Service
West Leasing Services Branch, Contracting Officer

(Official Title)

4. As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$193,230.00 per annum (\$3.39/rsf) for a total annual rent of \$1,252,689.75 for a maximum of 369,525 USF. The office, warehouse and archival space shall be ready for occupancy in March 2005. The Government will pay rental according to the existing terms and conditions of the Lease.

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 \$272,103.00 in a lump 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 # PS0006430
- 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.

- 4. The above build-out of the archival room does not relinquish the Governments rights on the two archival rooms that are a part of the original lease agreement.
- 5. The Lessor waives restoration for the alterations necessary under this SLA.

INITIALS & TESSOR

GS-O6P-20039 SHEET 2A, SLA# 12