

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 13

DATE

SUPPLEMENTAL LEASE AGREEMENT

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.

This Supplemental Lease Agreement (SLA) Number 13 establishes the occupancy date of 18,800 square feet warehouse/archival space and amends the payment information for improvements to the Lease made under SLA 11.

1. Effective February 2, 2005, in accordance with Paragraph 2 of SLA 11 of the Lease, 18,800 ANSI/BOMA Office Area square feet of warehouse/archival space is accepted by the Government in the amount of ~~45,000~~ ^{18,800} square feet (USF).

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$63,732.00 per annum (\$3.39/rsf) for a total annual rent of \$1,252,689.75 for a maximum of 369,525 USF.

2. Payment information from SLA 11 is hereby deleted and replaced with the following:

Upon completion, inspection, and acceptance of the work by the Contracting Officer, and submission of proper invoices, the Government agrees to compensate the Lessor in two lump payments totaling \$1,883,067.00. Payments will be made in two phases. Payment for Phase 1, in the amount of \$1,680,000.00, will be made when the general construction of the space is complete. Payment for Phase 2, in the amount of \$203,067.00, will be made when the Lessor has demonstrated that the space and all related HVAC equipment can meet the conditioned air requirements of this SLA.

(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.

LESSOR Meritex Inc

BY _____
IN _____
BY _____

CFO

(Address)

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

(Official Title)

Original invoice are to be sent to:

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

Copies of the invoice are to be sent to:

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

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

3. The Lessor waives restoration for the alterations necessary under this SLA.

INITIALS *AB* & *VB*
 GOV'T LESSOR

GS-O6P-20039
SHEET 2A, SLA# 13