

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 36	TO LEASE NO. GS-06P-20039	DATE MAR 19 2012	PAGE 1 of 2
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ADDRESS OF PREMISES
Meritex Lenexa Executive Park, 17501 W. 98th St., #31-50, Lenexa, KS 66219-1735

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

whose address is 17501 W. 98th St. #26-32
Lenexa, KS 66219-1735

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 March 19, 2012 as follows:

1. Copies of written notices of cure, default, and termination shall be sent to the Lessor's designee. Initially, and until Lessor designates otherwise by written amendment to this Lease, Lessor's designee for copies of such notices is:

Massachusetts Mutual Life Insurance Company
c/o Cornerstone Real Estate Advisers
One Financial Plaza
Hartford, Connecticut 06103-2604
Attention: Finance Group Loan Servicing
Loan No. 1220101

and

Massachusetts Mutual Life Insurance Company
c/o Cornerstone Real Estate Advisers
One Financial Plaza
Hartford, Connecticut 06103-2604
Attention: Paralegal (Finance Group Loan Servicing)
Loan No. 1220101

2. General Clause 16, 552.270-22, Default by Lessor During the Term (SEP 1999), of Form 3517B is removed and replaced in its entirety by the following:

"552.270-18 DEFAULT BY LESSOR (DEC 2011) (CUSTOMIZED MAR 2012)


(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(See attached sheet 2A)

All other terms and conditions of the Lease shall remain in full force and affect.

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

SIGN		LESSOR	
		NAME OF SIGNER	<i>William E. Seymour</i>
ADD	<i>Lenexa, KS 66219</i>		

	NAME OF SIGNER	<i>Lonnie Cannon</i>
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SIGNATURE	UNITED STATES OF AMERICA	
	NAME OF SIGNER	<i>Emily M. Tinsley</i>
	OFFICIAL TITLE OF SIGNER	<i>Lease Contracting Officer</i>

- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 - (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, AND such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
 - (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
 - (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.
- (b) The foregoing terms relating to default prior to acceptance shall be applicable notwithstanding anything to the contrary in General Clause 11, 552.270-18, Default in Delivery – Time Extensions (SEP 1999) (VARIATION), or elsewhere in the lease."

Initials: WES & emt
Lessor Government