

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

NO. 20

TO LEASE NO.

GS- O6P-20039

ADDRESS OF PREMISES

Meritex Lenexa Executive Park, 17501 West 98<sup>th</sup> Street, #31-50, Lenexa, Kansas

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

whose address is 17501 W. 98<sup>th</sup> 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 20 exercises options for stack rooms 8, 9, 10, a second office area and provides for an expansion of the Lease. The expansion outlines a firm commitment for additional stack rooms 11, and 12 and options for stack rooms 13 and 14. Also included is an additional truck dock with restrooms.

1. In accordance with paragraph 8 of the Lease, the Government hereby exercises its options for stack rooms 8, 9, and 10 to expand by approximately 140,000 square feet of warehouse space and approximately 5,000 square feet of office area.
2. The Government would like to expand by approximately 95,000 square feet of warehouse and receiving space for rooms stack rooms 11 and 12.
3. Construction, occupancy and rental of both the option and expansion space will commence in accordance with the following schedule, "Attachment A-20", drawing A1.00 – Overall Preliminary Floor plan, and "Attachment B-20", proposal from Bill Seymore, Meritex V.P., dated September 23, 2005.

Stack Room 11, approximately 45,000 square feet, and Truck Dock and Receiving Area 3, approximately 5,000 square feet, shall be ready for occupancy February 1, 2006.

SEE SHEETS 2A, 2B, AND ATTACHMENTS A-20 & B-20)

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 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

IN PRESENCE OF  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA

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

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Official Title)

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$169,500.00 per annum (\$3.00 shell and \$ 0.39 operating), for a total annual rent of \$1,422,189.75 for a maximum of 419,525 USF.

Stack Room 10, approximately 45,000 square feet, and Office Area 2, approximately 5,000 square feet shall be ready for occupancy July 1, 2006.

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$169,500.00 per annum (\$3.00 shell and \$ 0.39 operating), for a total annual rent of \$1,591,689.75 for a maximum of 469,525USF.

Stack Room 9, approximately 45,000 square feet, shall be built out for 1 Archival room and ready for occupancy October 1, 2006.

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$152,550.00 per annum (\$3.00 shell and \$ 0.39 operating), for a total annual rent of 1,744,239.75 for a maximum of 514,525 USF.

Stack Room 8, approximately 45,000 square feet, shall be ready for occupancy August 1, 2007.

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$152,550.00 per annum (\$3.00 shell and \$ 0.39 operating), for a total annual rent of \$1,896,789.75 for a maximum of 559,525 USF.

Stack Room 12, approximately 45,000 square feet, shall be ready for occupancy February 1, 2008.

As a result of this expansion, the Government agrees to pay the Lessor in the amount of \$152,550.00 per annum (\$3.00 shell and \$ 0.39 operating), for a total annual rent of \$2,049,339.75 for a maximum of 604,525 USF.

4. The Government shall have the continuing option, at its sole discretion, to expand the premises for Stack Rooms 13 and 14 by approximately 90,000 BOMA square feet of office and related space through February 1, 2010 under the same terms and conditions as set forth in the original lease agreement. Should the Government accept and occupy the premises of Stack Rooms 13 or 14 after February 1, 2008 the rental rate per square foot for such rooms will be calculated by using the established base rate plus CPI escalations to date using February 2006 as the base year. Once the sum is figured that rate will be fixed until the next step of the lease, wherein the difference of the rate based on the escalated amount will be applied to the original lease rate for the second step, years 11-20, of the lease term. The parties hereto understand and agree that the Government may elect to exercise its option on 1 stack room at a time, during the option period.

INITIALS \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOV'T

GS-O6P-20039  
SLA #20, SHEET 2A

5. Expansion rooms 11 and 12 and all future options for rooms 13 and 14 shall meet a 12 box high requirement.
6. The above warehouse space does not relinquish the Governments rights to the build-out of 1 of the archival rooms that is part of the original lease agreement.
7. The rent will be paid based on the square footage occupied multiplied by the rate (shell and operating) per rentable square foot for each block of space. The Lessor must meet the minimum cubic foot to square foot ratio of 5.2:1 for the warehouse and archival space during the expansion phase.
8. Rental for all rooms will not commence before the dates specified on this SLA.
9. All rates herein exclude escalations to date, which are calculated annually as stated in the Miscellaneous Section, Paragraph 3.5.
10. The Lessor waives restoration for the alterations necessary under this SLA.

INITIALS \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOV'T

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SLA #20, SHEET 2B