

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE SEP 30 2003

NO. 5

TO LEASE NO.

GS- 06P-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

whose address is Meritex, Inc.
17501 W. 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 _____, as follows:

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

1. a. The Government is exercising an option on Stack Room 5 to expand by approximately 49,000 square feet of warehouse/archival space and an additional 8,700 square feet of office space. The warehouse space is being split into two rooms, one of which will be made into archival room and the other will be warehouse. The office, warehouse and archival space shall be ready for occupancy in January 2004. The Government will pay rental according to the existing terms and condition of the Lease.

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.

The on-going maintenance cost of the additional HVAC equipment required for the offices (10 Tons) and the archival space (20 Tons) is not included in the annual rental. In addition, the janitorial service for BIA offices is not included in the annual rental.

b. The Lessor shall provide, install, and maintain the space described on the attached Exhibit "A" drawings, Sheets A0.0 through sheets A3.2. 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. *Included are 50 vehicle parking spaces.*

except for the exclusions noted above, per BXR
bu BXR

(See Sheet 2A & Exhibit "A" 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

IN

UNIT

BY

Treasurer

(Title)

2285 Walnut St, Roseville, MA 01113

(Address)

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

(Official Title)

Upon satisfactory completion of the work described in this SLA and the submission of an acceptable invoice by the Lessor, the Government shall pay the Lessor a one-time lump sum total of \$768,931.00. Payment for the items will become due thirty (30) days after the completion of the work, acceptance by the Government, and receipt of the invoice from the Lessor.

The original invoice is to be sent to:

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

A copy of the invoice is to be sent to:

Brian K. Dunlay
General Services Administration
Public Buildings Service
East Leasing Services Branch (6PEL)
1500 E. Bannister Road
Kansas City, MO 64131-3088

The invoice must include:

- PDN # PS0003509
- 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, it must be signed by the person (s) with whom the Lease contract is made.

2. 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.
3. The Government occupied an additional 45,000 square feet of space on September 15, 2003. The total square footage to be paid on by the Government as of September 15, 2003 is 145,000 square feet. The Lessor recognizes the actual square footage occupied by the Government is greater than 145,000.
4. The Lessor waives restoration for the alterations necessary under this SLA.

Initials: BK & BKD
Lessor Government

Sheet 2A
Lease GS-06P-20039
SLA #5