

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 33	TO LEASE NO. GS-06P-20039	DATE AUG 26 2009	PAGE 1 of 2
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ADDRESS OF PREMISES
Meritex Lenexa Executive Park, 17501 W. 98th Street, #31-50, Lenexa, KS, 66219

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

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 Supplemental Lease Agreement (SLA) number 33 is for a firm commitment for an expansion of additional Stack Rooms 15 and 16. Also included is an additional truck dock with restrooms.

1. The Government would like to expand by approximately 103,000 square feet of warehouse and receiving space for stack rooms 15 and 16.
2. Construction, occupancy and rental of the expansion space will commence in accordance with the following schedule and proposal from Bill Seymour, Meritex V.P., dated July 16, 2009, "Attachment A-33", as well as drawing A1.01 – Preliminary Floor Plan, "Attachment B-33".

Stack Room 15, approximately 48,000 square feet, Truck Dock and Receiving Area 4 of approximately 5,000 square feet, and Office Area 3 of approximately 2,000 square feet shall be ready for occupancy December 1, 2009.

As a result of this expansion, the Government agrees to pay the lessor \$194,700.00 per annum (\$3.00 for shell and \$0.54 operating), for a total annual rent of \$2,608,495.00 for a maximum of 736,863 USF, in accordance with Paragraph 8 of the lease and Paragraph 7 of SLA Number 20.

Stack Room 16, approximately 48,000 square feet shall be ready for occupancy March 1, 2010.

See Attached Sheets 2A, and Attachments A-33, B-33, and C-33)

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.

LESSOR

S	[REDACTED]	NAME OF SIGNER <i>Thomas Hotava CEO</i>
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IN THE	[REDACTED]	NAME OF SIGNER <i>Keith W. Baker, V.P. & Sec'y</i>
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UNITED STATES OF AMERICA

[REDACTED]	NAME OF SIGNER Matthew W. Helmering
[REDACTED]	OFFICIAL TITLE OF SIGNER Contracting Officer

As a result of this expansion, the Government agrees to pay the Lessor \$169,920.00 per annum (\$3.00 for shell and \$0.54 operating), for a total annual rent of \$2,778,415.02 for a maximum of 784,863 square feet of space and 185 inside structured parking spaces, in accordance with Paragraph 8 of the lease and Paragraph 7 of SLA Number 20 which states, " 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." See "Attachment C-33", Space Calculation Worksheet, for itemized statement of the space occupied by the Government.

However, if the cubic feet of boxes to square feet ratios are less than the amount stated above, 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.

3. Effective February 15, 2013, the rental will increase to \$2,974,630.77 (\$3.25 for shell and \$0.54 for operating) for 784,863 ANSI/BOMA Office Area square feet of office and warehouse space plus annual adjustments for operating costs per Miscellaneous Section, Paragraph 3.5 (Operating Costs) and annual adjustments for increases in real estate taxes per Miscellaneous Section, Paragraph 3.4 (Regional Tax Adjustment Clause).
4. All rates herein exclude escalations to date. The base year for operating adjustments remains February 15, 2009 and the next adjustment will occur in February 2010.
4. Additionally, the Government shall pay the Lessor lump sum in the amount of \$60,197.00, as described in "Attachment A-33", for improvements associated with initial build out of Stack Rooms 15 and 16. Upon completion, inspection, and acceptance of the improvements by the Government and upon receipt of the Lessor's itemized invoice, payment will be made in accordance with the Prompt Payment Act.

An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration
Finance Division (7BCPL)
P.O. Box 17181
Ft. Worth, TX 76102-0181
Telephone (817) 334-2397

Copy To: General Services Administration
Emily Syrett
Realty Services Division (6PRW)
1500 E. Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0015232
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

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

Initials: JA & AA
Lessor Government

Sheet 2A
GS-06P-20039
SLA #33