

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 10, 2011

LEASE NO.

GS-07B-16936 (LTX16936)

THIS LEASE, made and entered into this date by and between **R.G.R. Inc.**

whose address is: 1918 N. 11th Street
Muskogee, OK 74401-3507

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

91,557 rentable square feet of office and related space, which yields 82,468 ANSI/BOMA Office Area square feet of space and an additional 3,009 rentable square feet (yielding 2,710 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 91,557 rentable/ 82,468 ANSI/BOMA square footage indicated above, for a total of 94,566 rentable square feet, (yielding 85,178 ANSI/BOMA Office Area square feet) under lease, at Poage Building, 101 S. Main Street, Temple, Texas 76501-7602 to be used for such purposes as determined by the General Services Administration.. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space. Included in the rent at no additional cost to the Government are 233 onsite surface parking spaces, including: 31 reserved spaces, 115 general spaces, 8 handicap spaces, and 78 secured wareyard spaces, for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor a total annual rent of \$2,230,400.16, paid monthly in arrears for Years 1 - 8. This amount includes annual operating rent of \$662,436.00.
The Government shall pay the Lessor a total annual rent of \$2,324,966.07, paid monthly in arrears for Years 9-15. This amount includes annual operating rent of \$662,436.00, but does not include annual CPI adjustments paid to date, per this lease

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

R.G.R. Inc.
1918 N. 11th Street
Muskogee, OK 74401-3507

4. The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the government for the following rentals:~~

~~Provided notice shall be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities and maintenance in accordance with SFO 9TX3147 dated November 17, 2010.
 - B. Buildout in accordance with standards set forth in the SFO 9TX3147 dated November 17, 2010, and the Government's Design Intent Drawings.
 - C. The Lessor hereby waives restoration of the leased premises.
 - D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9TX3147 dated November 17, 2010 (Pages 1-57);
 - B. Amendment No. 1 to SFO 9TX3147 dated December 14, 2010 (Page 1);
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33);
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - E. Exhibit A – Legal Description
 - F. Exhibit B – Floor Plans

8. The following changes were made in the lease prior to it's execution:

Paragraph 5 is intentionally omitted and has been struck through.

9. Rent includes a Tenant Improvement Allowance of \$2,584,611.58 to be amortized through the rent over the full term of the Lease. The full term is 180 months at the rate of 7.25%. In accordance with SFO Paragraph 3.3 *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. Should the lease be terminated after the ten year firm term, the Government shall not be responsible for payment of the unamortized tenant improvements.

10. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government.

The reduction in shell rent shall commence with the first full month of the rental payments. The reduction shall occur for five (5) months and will be in equal payments.

11. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.11021 (91,557 RSF / 82,468 USF).

12. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 96.82% (91,557 RSF / 94,566 RSF).

13. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$662,436.00 per annum.

14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.25 USF for vacant space (rental reduction).

15. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40.00 per hour per floor beyond the normal hours of operation of 7:00AM to 5:00PM. Areas that require 24/7 is established as \$.00428 per hour per rsf.

16. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole

discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

17. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. **Unauthorized Improvements:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and R.G.R. Inc. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."**
19. All space that exceeds our usable square foot requirement per the SFO, is excluded from tenant improvements, operating costs, overtime utility rates, CPI escalations, and percentage of occupancy for tax escalations. Maintenance of free space be provided at no additional costs to the Government. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

Lessor: R.G.R., Inc.	
SIGNATURE	NAME OF SIGNER
[REDACTED]	A. CABLILE ROBERTS
ADDRESS	
BOX 1861 MUSKOGEE, OK.	
IN THE P [REDACTED]	NAME OF SIGNER
	LISA A. LINDELL
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
[REDACTED]	Kristine Danielson
	OFFICIAL TITLE OF SIGNER
	CONTRACTING OFFICER

Previous edition is not usable

STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60