

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-16936
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES Poage Building 101 S. Main Street Temple, TX 76501-7602	PDN Number: PS0029009

**THIS AMENDMENT** is made and entered into between R.G.R. Inc.

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

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

**WHEREAS**, the parties hereto desire to amend the above Lease to:

- 1.) Accept the tenant improvements and building specific amortized capital as substantially complete and;
- 2.) Establish the commencement and expiration dates of the lease; and
- 3.) Establish the termination date of the lease; and
- 4.) Provide the annual rental amounts; and
- 5.) Approve Change Orders 9, 11 (revised), 12, 14, and 15; and
- 6.) Establish the final tenant improvement cost/lump sum and lump sum payment procedures, and building specific amortized capital; and
- 7.) Establish the Commission and Commission Credit; and


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 8, 2014, as follows:

This Lease Amendment contains 3 pages.

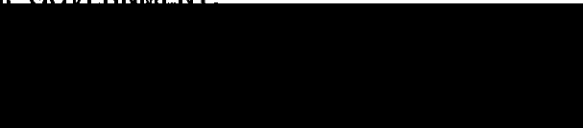
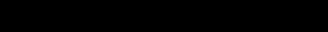
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
Name: R. Carme Roberts  
Title: President  
Entity Name: RGR, Inc  
Date: 6/10/2014

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 6/11/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Adam Lambert  
Title: Property Manager  
Date: 6/10/2014

1.) The tenant improvements and building specific amortized capital were substantially completed on May 8, 2014. The Government accepts the substantially complete lease space of 92,148 rentable square feet of office and related space, which yields 79,990 ANSI/BOMA Office Area square feet of space and an additional 1,493 rentable square feet (yielding 1,297 ANSI/BOMA Office Area SF) of free space in excess of the total 92,148 rentable/ 79,990 ANSI/BOMA square footage indicated above, for a total of 93,641 rentable square feet, (yielding 81,287 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. The total square footage includes 5,000 rentable and 4,934 ANSI/BOMA square feet of warehouse space.

2.) TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 1, 2013 and continuing until July 31, 2028, subject to termination and renewal rights as may be hereinafter set forth.

3.) The Government may terminate this lease in whole or in part effective at any time after May 7, 2024, (the firm term of this lease which is 10 years from the acceptance date of May 8, 2014) by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

4.) The Government shall pay the lessor annual rents as follows (rent is paid monthly in arrears):

August 1, 2013 – May 7, 2014	Annual Amount
Shell	\$1,202,210.08
Operating Costs (plus applicable CPI adjustments)	\$639,210.91
Tenant Improvement	\$0.00
Building Specific Amortized Capital	\$0.00
<b>Total Annual Rent</b>	<b>\$1,841,420.99</b>

May 8, 2014 – July 31, 2021	Annual Amount
Shell	\$1,284,836.64
Operating Costs (plus applicable CPI adjustments)	\$662,436.00
Tenant Improvement	\$121,741.98
Building Specific Amortized Capital	\$35,977.87
<b>Total Annual Rent</b>	<b>\$2,104,992.49</b>

August 1, 2021 – July 31, 2028	Annual Amount
Shell	\$1,397,402.55
Operating Costs (plus applicable CPI adjustments)	\$662,436.00
Tenant Improvement	\$121,741.98
Building Specific Amortized Capital	\$35,977.87
<b>Total Annual Rent</b>	<b>\$2,217,558.40</b>

5.) Change Orders #9 (\$12,464.59), #11 ((revised) \$12,781.87), #12 (\$4,310.18), #14 (\$2,418.25), and #15 (\$5,972.75) are approved.

6.) The total cost of the Tenant Improvements, including all approved Change Orders (#1, #2, #3, #4, #8, #9, #10, #11 (revised), #12, #14 and #15 totaling \$92,059.53), and BSAC costs, is \$1,407,091.88. The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

The Government shall pay for a portion of the total Tenant Improvement cost by amortizing \$1,079,723.62, through the rent for the 171 month term beginning on the date of substantial completion May 8, 2014, through July 31, 2028, monthly, in arrears, at the rate of 7.25 percent. Annual Tenant Improvement amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises, which is established as May 8, 2014.

The Government shall pay for the total Building Specific Amortized Capital by amortizing \$319,086.09, through the rent for the 171 month term beginning on the date of substantial completion May 8, 2014, through July 31, 2028, monthly, in arrears, at the rate of

INITIALS P. H. [Signature] & CD  
LESSOR GOVT

7.25 percent. Annual Building Specific Amortized Capital amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises, which is established as May 8, 2014.

The remaining balance of \$8,282.17 (\$1,407,091.88 - \$319,086.09 - \$1,079,723.62 = \$8,282.17) shall be paid by lump-sum.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0029009** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> Instructions for invoice submission is included on the website. Additional assistance is available from the Finance Customer Service line at 1-800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration  
Attn: Christina Dolan  
819 Taylor Street, Room 11A0  
Ft. Worth, Texas 76102

7.) In accordance with Paragraph 2.5 (Broker 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 the 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 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 Lessor agrees to pay the commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of the Lease Amendment #1, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month following acceptance of the TI work and commencement of the firm term (10 year) rental payments (May 8, 2014) and continue as indicated in the schedule for adjusted Monthly Rent.

Tenth Month's Rental Payment of \$175,416.71 minus the Commission Credit ([REDACTED]) equals [REDACTED] adjusted Tenth Month's Rent.

Eleventh Month's Rental Payment of \$175,416.71 minus the Commission Credit ([REDACTED]) equals [REDACTED] adjusted Eleventh Month's Rent.

Twelfth Month's Rental Payment of \$175,416.71 minus the Commission Credit ([REDACTED]) equals [REDACTED] adjusted Twelfth Month's Rent.

Thirteenth Month's Rental Payment of \$175,416.71 minus the Commission Credit ([REDACTED]) equals [REDACTED] adjusted Thirteenth Month's Rent.

Fourteenth Month's Rental Payment of \$175,416.71 minus the Commission Credit ([REDACTED]) equals [REDACTED] adjusted Fourteenth Month's Rent.

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