

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17027
ADDRESS OF PREMISES 75 N East Avenue Fayetteville, AR 72701-6171	PDN Number: PS0026905

THIS AMENDMENT is made and entered into between **Arvest Bank**

whose address is: 75 N East Ave Ste 101,
Fayetteville, AR 72701-6171

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 add Paragraph 27. Tenant Improvement Costs as part of Lease, to issue Notice to Proceed and add Paragraph 28 to incorporate the Design Intent Drawings.

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 upon execution by the Government as follows:

- A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. Paragraph 27 is hereby added and made a part of the lease as follows:

27. Tenant Improvement Costs:

The total Tenant Improvement costs for this project shall not exceed \$785,871.90. This is based on the bid provided by the Lessor dated 5/31/2013. 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.


Upon full execution and delivery of this Lease Amendment No. 1 the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. Pursuant to Paragraph 9 of the Lease, dated April 30, 2012, the Lessor shall have one hundred and twenty two (122) working days from the receipt of the Government's Notice to Proceed for Construction of Tenant Improvements to complete the build-out of the entire leased premises and have the space available for inspection and acceptance by the Government. Upon issuance of the Notice to Proceed the

This Lease Amendment consists of 2 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: KATHY KINION
Title: SR. V.P. / Property Mgmt.
Entity Name: ARVEST BANK
Date: 8/30/13

FOR THE GOVERNMENT:

Signature: 
Name: Daphne E. Hadley
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9-3-13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Michele O'Connor
Title: Property Mgmt. Coord.
Date: 08/30/13

Lessor will coordinate with the Government to conduct and complete the necessary back ground checks. Should the Lessor foresee a delay in providing the space substantially complete as a result of delays relating to completion of the background checks, the Lessor shall notify the Lease Contracting Officer in writing of such delays to request an extension.

The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings created by Wittenberg, Delony, & Davidson Inc. February 15, 2013. The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings, incorporated by this Lease Amendment, Paragraph 28. Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer before any work is performed.

The Tenant Improvement costs of \$255,398.96 shall be amortized per the lease Paragraph 19 "Tenant Improvement Allowance" over the first five (5) year firm term of the lease agreement at an interest rate of 4.25 %. The Government shall reimburse the Lessor the balance of \$530,472.94 (\$785,871.90-\$255,398.96) in a lump sum payment upon receipt of an original invoice and substantial completion and acceptance of the work by the authorized GSA representative.

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy provided to the GSA Leasing Specialist. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address: 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 Leasing Specialist electronically at Jason.Belle@gsa.gov or a hard copy may be mailed to the following address:

General Services Administration
Attn: Jason Belle
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181

C. Paragraph 28 is hereby added and made a part of the lease.

28. Design Intent Drawings

The attached GSA approved Design Intent Drawings, dated June 12, 2012 created by Wittenberg, Delony, & Davidson, INC consisting of 1 page for the build-out of the leased space located at 75 N East Avenue, Fayetteville, AR 72701 are hereby incorporated and made part of this lease.

INITIALS: KK & [Signature]
LESSOR GOVT