

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 5
LEASE AMENDMENT		TO LEASE NO. GS-07B-17027
ADDRESS OF PREMISES	75 N East Avenue Fayetteville, AR 72701-6171	PDN Number: N/A

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 establish the commencement date of the lease rental payments, accept the Tenant Improvements as completed and provide a termination date.

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 February 5, 2014, by the Government as follows:

A) Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on February 5, 2014 and continuing thru February 4, 2024, 10 years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth.

B) Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent as follows:


	Annual Rent	Shell	Operating	TI
Years 1-5	\$200,022.69	\$95,018.99	\$48,214.54	\$56,789.16
Years 6-10	\$135,234.35	\$87,019.81	\$48,214.54	\$-0-

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 O'Kinion
Title: SVP/Property Mgr.
Entity Name: Arvest Bank
Date: 2/20/14

FOR THE GOVERNMENT:

Signature: 
Name: Nancy Lopez
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 2-27-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Michele O'Connor
Title: Property Management Coord.
Date: 2/20/14

C) Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part effective February 5, 2019 of this lease 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.

D) Paragraph 17 of the Lease is hereby deleted in its entirety and replaced with the following

17. Commission and Commission Credit: In accordance with SFO 9AR2074 Paragraph 2.3 Broker Commission and Commission Credit, CB Richard Ellis ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction The Lessor and Broker 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] and is earned upon lease execution, payable to according to the Commission Agreement signed between the two parties. Due to the Commission credit described n Paragraph 2.3.B, only [REDACTED], or [REDACTED] of the Commission, will be payable to CB Richard Ellis The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$16,668.56 minus prorated Commission Credit of [REDACTED] equal [REDACTED] Adjusted First Months' Rent.

Second Month's Rental Payment of \$16,668.56 minus prorated Commission Credit [REDACTED] equal [REDACTED] Adjusted Second Months' Rent.

Third Month's Rental Payment of \$16,668.56 minus prorated Commission Credit of [REDACTED] equal [REDACTED] Adjusted Third Months' Rent.

E) The Tenant Improvements have been completed and the Government accepts the leased premises as substantially complete on February 5, 2014. The GSA Form 1204, condition survey, is attached to this lease. The items listed on the 1204 form shall be completed within 30 calendar days from the date of space acceptance.

INITIALS: VHL & [Signature]
LESSOR & GOVT