

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

April 30, 2012

LEASE NO. GS-07B-17027

THIS LEASE, made and entered into this date by and between ARVEST BANK

whose address is 75 N EAST AVE STE 101
FAYETTEVILLE, AR 72701-6171

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 consideration hereinafter mentioned, covenant and agree as follows:

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

A total of 7,669 rentable square feet (RSF) of office and related space, which yields 6,669 ANSIBOMA Office Area square feet (ABOA) of space plus an additional 884 RSF of office and related space, which yields an additional 768 ABOA of free space included in the rent at no additional cost for a total of 8,553 RSF yielding 7,437 ABOA providing full floor occupancy on the third (3rd) floor at 75 N East Avenue, Fayetteville, Arkansas 72701-6171 to be used for such purposes as determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are eight (8) reserved, secure, structured parking spaces for Official Government Vehicles and access to an additional five (5) structured parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.

3. For years 1 through 5, the Government shall pay the Lessor annual rent of \$200,022.68 (\$26.08/RSF - \$29.99/ABOA) at the rate of \$16,668.56 per month in Arrears. The total annual rent consists of annual Shell rent of \$95,018.99 (\$12.39/RSF - \$14.25/ABOA) at the rate of \$7,918.25 per month; annual Operating Costs of \$48,214.54 (\$6.29/RSF - \$7.23/ABOA) at a rate of \$4,017.88 per month; and annual amortized Tenant Improvements of \$56,789.15 (\$7.41/RSF - \$8.52/ABOA) at a rate of \$4,732.43 per month.

For years 6 through 10, the Government shall pay the Lessor total annual rent of \$ 135,234.35 (\$17.63/RSF - \$20.28/ABOA) at the rate of \$11,269.53 per month paid in arrears. The total annual rent consists of annual Shell rent of \$87,019.81 (\$11.35/RSF - \$13.05/ABOA) at the rate of \$7,251.65 per month plus annual Operating Costs of \$48,214.54 (\$6.29/RSF - \$7.23/ABOA) at a rate of \$4,017.88 per month.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

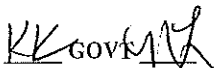
ARVEST BANK
75 N EAST AVE STE 101
FAYETTEVILLE, AR 72701-6171

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year 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.

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

~~Provided notice 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 to the rental consideration, the following:

LESSOR  GOVERNMENT

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9AR2074 dated March 14, 2011.
- B. Build out in accordance with standards set forth in SFO 9AR2074 dated March 14, 2011, as amended, and the Government's Design Intent Drawings. Government space plans shall be developed subsequent to award within forty five (45) working days. All tenant alterations and improvements shall be completed by the date identified under Paragraph 9 of this SF-2.
- 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.
- E. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access." of the SFO.

7. The following are attached and made a part hereof:

Solicitation for Offers (SFO) 9AR2074 dated March 14, 2011
 Amendment 1 to SFO 9AR2074 dated April 11, 2011
 Amendment 2 to SFO 9AR2074 dated May 5, 2011
 Amendment 3 to SFO 9AR2074 dated July 26, 2011
 Amendment 4 to SFO 9AR2074 dated August 22, 2011
 GSA Form 3517B entitled GENERAL CLAUSES (Rev. 6/08)
 GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 ██████████ Fayetteville Resident Agency Special Requirements to SFO 9AR2074
 Exhibit A: Floor Plan
 Exhibit B: Parking Plan

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is omitted and has been struck through. Paragraphs nine (9) through twenty six (26) are added.

- 9. **Budget and Price Proposals/Construction Schedule:** Pursuant to Paragraph 5.11, of the Solicitation of Offer "Construction Schedule and Acceptance of Tenant Improvements", the Lessor shall have ninety (90) 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 premise and have the space available for inspection and acceptance by the Government. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
- 10. **Percentage of Occupancy:** The lease is subject to Real Estate Tax reimbursement as provided for in the SFO paragraph Tax Adjustment of the SFO. For tax adjustments, the percentage of occupancy is established at 12.01% (7,669RSF / 63,880 RSF). The base year tax statement will be submitted within sixty (60) calendar days after Lessor's payment of taxes to establish the base tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined.
- 11. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$6.29/RSF or \$48,214.54 (7,669 RSF X \$6.29).
- 12. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.149947518 (7,669 RSF/6,669 ABOA).
- 13. **Adjustment for Vacant Premise:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment shall be a reduction of \$1.94/ANSI-BOMA Office Area for vacant space.
- 14. **Overtime HVAC Usage:** In accordance with the SFO Paragraph entitled Overtime Usage, the rate for Overtime Heating and Cooling is established at \$0.00 per hour for the entire Government leased premise. The Lessor shall not charge the Government for Overtime Heating and Cooling if the building is open and the Heating and Cooling is operating for all other tenants beyond the Normal Hours stipulated in this agreement. The Overtime Heating and Cooling Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the

lease agreement.

15. **Electronic Funds Transfer (EFT):** Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease/contracts that became effective no later than January 1, 1998.
16. **Central Contractor Registration (CCR):** In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.
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 according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in 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 \$16,668.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$16,668.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$16,668.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

18. **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.
19. **Tenant Improvement Allowance:** In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$255,398.96 (6,669 ANSI/BOMA Office Area x \$8.52/ABOA) shall be amortized through the rent for five (5) years at the rate of 4.25%. The total annual cost of Tenant Improvements for the amortization period shall be \$56,789.15. Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premise.
20. **Floor Plans After Occupancy:** In accordance with SFO paragraph 5.14, Floor Plans after Occupancy, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within thirty (30) calendar days of completion of construction.
21. **Definitions:** Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

22. **Unauthorized Negotiations:** 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.
23. **Maintenance Contacts:** Within five (5) working days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
24. **Document Precedence:** This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
25. **Tenant Improvement Fee Schedule:** The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5.00% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 8.00% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed 6% of the total subcontractor's costs.
 - D. Lessor's Project Management fees will not exceed 0.00% of the total subcontractor's costs.
26. **Secure Parking:** The Lessor will provide secure parking for the Government twenty four (24) hours a day, seven (7) days per week; deliveries will be made to tenants from the front of the building off the square to include the Government. The Lessor's deliveries will be made in the covered drive-thru area where bank customers exit the customer parking lot. The parking gate will not be opened for deliveries at any time.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY

[Redacted Signature]

SR Vice President / Operations
Title

Kathy Kinion
(printed name)

IN PRESENCE OF:

[Redacted Signature]

(Signature)

Michele O'Connor
(printed name)

[Redacted Address]

City State Zip

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

B

[Redacted Signature]

Nancy Lopez
Lease Contracting Officer

(Official title)