

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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, dated April 30, 2012, to delete Paragraph 9.1 of the Lease SFO No. 9AR2074 in its entirety and add Paragraph 28 Means of Egress and Paragraph 29 Fire Life Safety Shell Improvements to the Lease and add Paragraph 30 incorporating the DIDS into the Lease.

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. Paragraph 9.1A of the Lease SFO No 9AR2074 is hereby deleted in its entirety and replaced with Paragraph 28, to be added and made a part of the lease. The Lessor shall provide the following requirements as part of the shell building, at no additional cost to the Government, as follows:

28. Means of Egress

- a. Offered space (3rd Floor Tenant Improvement) shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101 or Life Safety Code 2006 IBC for achieving a level of safety deemed equivalent and acceptable by the Government.
- b. Offered space (3rd Floor Tenant Improvement) shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code (current as the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.


This Lease Amendment contains 2 pages.

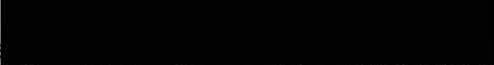
All other terms and conditions of the lease shall remain in force and effect.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Kathy Kiwion
Title: Sr. VP / Property MGR.
Entity Name: Arvest Bank
Date: 8/30/13

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

WITNESSED FOR THE LESSOR BY:

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

B. Paragraph 29 is hereby added and made a part of the lease. The Lessor shall provide the following improvements as part of the shell building, at no additional cost to the Government, as follows:

29. Fire Life Safety Shell Improvements:

a. The following Fire Life Safety (FLS) improvements are hereby required to be completed by the lessor, as an improvement to the shell building, per the attached drawings made a part of the lease and identified as follows:

- 1) Exhibit A, LS1-0 Life Safety Plan, dated 2-15-13
- 2) Exhibit B, SS2.11 Special Systems, dated 1-11-13 with revisions 2-15-13


b. Lessor shall supplement the existing dry-piped suppression system that covers the basement with an additional fire suppression system for the first floor. The system shall be a wet-pipe system with closed sprinkler heads located on the tenant side of the lobby glass walls; heads located approximately 6'-0" on center and capable of washing the top 6'-0" of the walls and installed in accordance with compliance with the State Fire Protection standards to provide life safety to all building occupants and any more stringent guidance in accordance with the published and adopted standards of the municipality and Fire Protection industry standards. The system shall be triggered upon a rise in temperature (thermal sensitivity) at the individual heads.

c. In addition to the existing smoke detectors throughout the first floor, the Lessor shall provide and install seven (7) additional smoke detectors and one (1) heat detector on the entire third floor occupied by the [REDACTED]. The smoke detectors located throughout the first floor, the third floor, and the heat detector shall comply with NFPA 101, Life Safety Code, Section 13.3.4.3. and 2006 IBC section 907.2.2. Installation shall be in compliance with State Fire Protection standards and adopted standards of the municipality.

C. Paragraph 30 is hereby added and made a part of the lease. The attached DIDs, from Wittenberg, Delony, & Davidson, INC dated 6-12-12 are hereby incorporated and made part of this lease.

D. All work is subject to inspection by the Government for compliance and must be completed by the Lessor on or before Government acceptance of the construction of the tenant improvements authorized under Lease Amendment No. 1.

INITIALS:


LESSOR

&


GOVT