

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-10B-07006** BLDG NO. **WA7960ZZ**  
PDN NO. **PS0027799**

ADDRESS OF PREMISES  
KENT STATION, BUILDING 4, 4<sup>TH</sup> FLOOR, RAMSAY WAY, KENT, WA 98032

THIS AGREEMENT, made and entered into this date by and between TARRAGON KENT STATION PHASE IV, LLC

Whose address is 601 UNION STREET, SUITE 3500, SEATTLE, WA 98101-1370

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 order firm fixed price tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective November 20, 2013, as follows:

Lease Amendment (LA) Number 5 is issued to incorporate the alterations of the 4th floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 1-5. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07006 with Lease Amendments 1 through 4, and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with the Lease and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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

FOR THE [REDACTED]  
Signature: [REDACTED]  
Name: DENNIS RATTIE  
Title: PRESIDENT  
Entity Name: TARRAGON KENT STATION PHASE IV  
Date: 12/20/13

FOR THE [REDACTED]  
Signature: [REDACTED]  
Name: J. MOHL  
Title: CONTRACTING OFFICER  
Entity Name: GSA, Public Building Service  
Date: JAN 7 2014

WITNESSED FOR [REDACTED]  
Signature: [REDACTED]  
Name: [REDACTED]

Title: GENERAL MANAGER  
Date: 12/20/13

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Payment: The total cost for tenant improvements is [REDACTED] in accordance with Exhibit A. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07006**
- Building address: KENT STATION, BUILDING 4, 4<sup>TH</sup> FLOOR, RAMSAY WAY, KENT, WA 98032
- Payment reference number: **PS0027799, RR20131119006**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at [www.finance.gsa.gov](http://www.finance.gsa.gov) and inform the Lease Administration Manager of the submittal at [Breanne.quigley@gsa.gov](mailto:Breanne.quigley@gsa.gov). If the Lessor cannot submit documents electronically, hard copies must be sent to:

**Original Documents**  
GSA Greater Southwest Finance Center  
Attn: PBS Payments Branch (BCFA)  
P.O. Box 17181  
Fort Worth, TX 76102


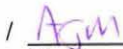
**Copies**  
GSA Greater Puget Sound Service Ctr.  
Attn: Lease Administration Manager  
400 SW 15<sup>th</sup> Street  
Auburn, WA 98001

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 60 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within 10 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

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Lessor                      Gov't