

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>13</u>
LEASE AMENDMENT	TO LEASE NO. GS-04P-60306
ADDRESS OF PREMISES 1501 BISCAYNE BLVD., STE 300 MIAMI, FL 33132-1460	PDN Number: PS0039768

THIS AMENDMENT is made and entered into between RESORTS WORLD OMNI LLC

whose address is: 1501 Biscayne Blvd.  
Miami, FL 33132-1460

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 the rent for ONE antenna block B ( ) and to issue notice to proceed on Change Order No. 12 to make Miscellaneous Revisions to block B ( ).

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 September 12, 2018 as follows:

- I. This Lease Amendment No. 13 deletes paragraph 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) from Lease LFL60306 and replaces it with the following:

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

- II. This Lease Amendment No. 13 deletes paragraph 1.03 RENT AND OTHER CONSIDERATIONS (APR 2015) from Lease LFL60306 and replaces it with the following:

**1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)**


- A. The Government shall pay Lessor annual rent payable in monthly installments in arrears, at the following rates.

This Lease Amendment contains 4 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.

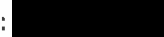
FOR THE LESSOR

Signature:   
Name: Patricia Lawrence  
Title: PRESIDENT  
Entity Name: Resorts World Miami  
Date: 10/21/18

FOR THE GOVERNMENT:

Signature:   
Name: James Thompson  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 10/3/18

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: James Thompson  
Title: V.P. OF CONSTRUCTION  
Date: 9/26/18

## Space A [REDACTED] Suite 300)

	6/01/2017 – 5/31/2018	6/01/2018 – 5/31/2019	6/01/2019 – 5/31/2020	6/01/2020 – 5/31/2021	6/01/2021 – 5/31/2022
ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,209,733.67	\$2,276,025.68	\$2,344,306.45	\$2,414,635.84	\$2,487,074.71
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70
OPERATING COSTS <sup>3</sup>	\$323,050.74	\$332,742.26	\$342,724.53	\$353,006.27	\$363,596.45
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,628,545.11	\$2,704,528.64	\$2,782,791.68	\$2,863,402.61	\$2,946,431.86

	6/01/2022 – 5/31/2023	6/01/2023 – 5/31/2024	6/01/2024 – 5/31/2025	6/01/2025 – 5/31/2026	6/01/2026 – 5/31/2027
ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,561,686.95	\$2,638,537.56	\$2,717,693.69	\$2,799,224.50	\$2,883,201.24
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$374,504.35	\$385,739.48	\$397,311.66	\$409,231.01	\$421,507.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,936,191.30	\$3,024,277.04	\$3,115,005.35	\$3,208,455.51	\$3,304,709.18

<sup>1</sup>Shell rent calculation:

(6/01/17 - 5/31/18) \$39.81 per RSF multiplied by 55,507 RSF  
 (6/01/18 - 5/31/19) \$41.00 per RSF multiplied by 55,507 RSF  
 (6/01/19 - 5/31/20) \$42.23 per RSF multiplied by 55,507 RSF  
 (6/01/20 - 5/31/21) \$43.50 per RSF multiplied by 55,507 RSF  
 (6/01/21 - 5/31/22) \$44.81 per RSF multiplied by 55,507 RSF  
 (6/01/22 - 5/31/23) \$46.15 per RSF multiplied by 55,507 RSF  
 (6/01/23 - 5/31/24) \$47.54 per RSF multiplied by 55,507 RSF  
 (6/01/24 - 5/31/25) \$48.96 per RSF multiplied by 55,507 RSF  
 (6/01/25 - 5/31/26) \$50.43 per RSF multiplied by 55,507 RSF  
 (6/01/26 - 5/31/27) \$51.94 per RSF multiplied by 55,507 RSF

<sup>2</sup>Tenant Improvements of \$412,773.00 are amortized at a rate of 6 percent per annum over 5 years.<sup>3</sup>Operating Costs rent calculation:

(6/01/17 - 5/31/18) \$5.82 per RSF multiplied by 55,507 RSF  
 (6/01/18 - 5/31/19) \$5.99 per RSF multiplied by 55,507 RSF  
 (6/01/19 - 5/31/20) \$6.17 per RSF multiplied by 55,507 RSF  
 (6/01/20 - 5/31/21) \$6.36 per RSF multiplied by 55,507 RSF  
 (6/01/21 - 5/31/22) \$6.55 per RSF multiplied by 55,507 RSF  
 (6/01/22 - 5/31/23) \$6.75 per RSF multiplied by 55,507 RSF  
 (6/01/23 - 5/31/24) \$6.95 per RSF multiplied by 55,507 RSF  
 (6/01/24 - 5/31/25) \$7.16 per RSF multiplied by 55,507 RSF  
 (6/01/25 - 5/31/26) \$7.37 per RSF multiplied by 55,507 RSF  
 (6/01/26 - 5/31/27) \$7.59 per RSF multiplied by 55,507 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years<sup>5</sup>Parking costs are billed at a rate of \$0.00 per space per year.

## Space B [REDACTED] Suite 301)

	1/01/2018 – 5/31/2018	7/01/2018 – 5/31/2019	6/01/2019 – 5/31/2020	6/01/2020 – 5/31/2021	6/01/2021 – 5/31/2022
ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$219,631.77	\$226,197.00	\$232,982.91	\$239,989.50	\$247,216.77
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$32,108.94	\$33,046.83	\$34,039.89	\$35,088.12	\$36,136.35
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANTENNA <sup>6</sup>	\$0.00	\$3,600	\$3,600.00	\$3,600.00	\$3,600.00
TOTAL ANNUAL RENT	\$251,740.71	\$262,843.83	\$270,622.80	\$278,677.62	\$286,953.12

	6/01/2022 – 5/31/2023	6/01/2023 – 5/31/2024	6/01/2024 – 5/31/2025	6/01/2025 – 5/31/2026	6/01/2026 – 5/31/2027
ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$254,809.55	\$262,278.18	\$270,112.32	\$278,222.31	\$286,552.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$37,239.75	\$38,343.15	\$39,501.72	\$40,660.29	\$41,874.03
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANTENNA <sup>6</sup>	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
TOTAL ANNUAL RENT	\$295,449.30	\$304,221.33	\$313,214.04	\$322,482.60	\$332,027.01

<sup>1</sup>Shell rent calculation:

(6/01/17 - 5/31/18) \$39.81 per RSF multiplied by 5,517 RSF  
 (6/01/18 - 5/31/19) \$41.00 per RSF multiplied by 5,517 RSF  
 (6/01/19 - 5/31/20) \$42.23 per RSF multiplied by 5,517 RSF  
 (6/01/20 - 5/31/21) \$43.50 per RSF multiplied by 5,517 RSF  
 (6/01/21 - 5/31/22) \$44.81 per RSF multiplied by 5,517 RSF

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(6/01/22 - 5/31/23) \$48.15 per RSF multiplied by 5,517 RSF  
 (6/01/23 - 5/31/24) \$47.54 per RSF multiplied by 5,517 RSF  
 (6/01/24 - 5/31/25) \$48.96 per RSF multiplied by 5,517 RSF  
 (6/01/25 - 5/31/26) \$50.43 per RSF multiplied by 5,517 RSF  
 (6/01/26 - 5/31/27) \$51.94 per RSF multiplied by 5,517 RSF

<sup>2</sup>Tenant Improvements of \$0.00 are amortized at a rate of 0.00 percent per annum over 0 years.

<sup>3</sup>Operating Costs rent calculation:

(6/01/17 - 5/31/18) \$5.82 per RSF multiplied by 5,517 RSF  
 (6/01/18 - 5/31/19) \$5.99 per RSF multiplied by 5,517 RSF  
 (6/01/19 - 5/31/20) \$6.17 per RSF multiplied by 5,517 RSF  
 (6/01/20 - 5/31/21) \$6.36 per RSF multiplied by 5,517 RSF  
 (6/01/21 - 5/31/22) \$6.55 per RSF multiplied by 5,517 RSF  
 (6/01/22 - 5/31/23) \$6.75 per RSF multiplied by 5,517 RSF  
 (6/01/23 - 5/31/24) \$6.95 per RSF multiplied by 5,517 RSF  
 (6/01/24 - 5/31/25) \$7.16 per RSF multiplied by 5,517 RSF  
 (6/01/25 - 5/31/26) \$7.37 per RSF multiplied by 5,517 RSF  
 (6/01/26 - 5/31/27) \$7.59 per RSF multiplied by 5,517 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are billed at a rate of \$0.00 per space per year.

<sup>6</sup>Antenna costs are billed at a rate of \$3,600 per per year.

### Space A&B ( ), Suites 300 & 301)

	6/01/2017 – 12/31/2017	1/01/2018 – 5/31/2018	7/01/2018 – 5/31/2019	6/01/2019 – 5/31/2020	6/01/2020 – 5/31/2021	6/01/2021 – 5/31/2022
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,209,733.67	\$2,429,365.44	\$2,502,222.68	\$2,577,289.36	\$2,654,625.14	\$2,734,291.48
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70
OPERATING COSTS <sup>3</sup>	\$323,050.74	\$355,159.68	\$365,789.09	\$376,764.42	\$388,094.39	\$399,732.80
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANTENNA <sup>6</sup>	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
<b>TOTAL ANNUAL RENT</b>	<b>\$2,632,145.11</b>	<b>\$2,883,885.82</b>	<b>\$2,967,372.47</b>	<b>\$3,053,414.48</b>	<b>\$3,142,080.23</b>	<b>\$2,632,145.11</b>

	6/01/2022 – 5/31/2023	6/01/2023 – 5/31/2024	6/01/2024 – 5/31/2025	6/01/2025 – 5/31/2026	6/01/2026 – 5/31/2027
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,816,296.50	\$2,900,815.74	\$2,987,806.01	\$3,077,446.81	\$3,169,754.22
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$411,744.10	\$424,082.63	\$436,813.38	\$449,891.30	\$463,381.97
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANTENNA <sup>6</sup>	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
<b>TOTAL ANNUAL RENT</b>	<b>\$3,231,640.60</b>	<b>\$3,328,498.37</b>	<b>\$3,428,219.39</b>	<b>\$3,530,938.11</b>	<b>\$3,636,736.19</b>

<sup>1</sup>Shell rent calculation:

(6/01/17 - 12/31/17) \$39.81 per RSF multiplied by 55,507 RSF  
 (1/01/18 - 5/31/18) \$39.81 per RSF multiplied by 61,024 RSF  
 (6/01/18 - 5/31/19) \$41.00 per RSF multiplied by 61,024 RSF  
 (6/01/19 - 5/31/20) \$42.23 per RSF multiplied by 61,024 RSF  
 (6/01/20 - 5/31/21) \$43.50 per RSF multiplied by 61,024 RSF  
 (6/01/21 - 5/31/22) \$44.81 per RSF multiplied by 61,024 RSF  
 (6/01/22 - 5/31/23) \$46.15 per RSF multiplied by 61,024 RSF  
 (6/01/23 - 5/31/24) \$47.54 per RSF multiplied by 61,024 RSF  
 (6/01/24 - 5/31/25) \$48.96 per RSF multiplied by 61,024 RSF  
 (6/01/25 - 5/31/26) \$50.43 per RSF multiplied by 61,024 RSF  
 (6/01/26 - 5/31/27) \$51.94 per RSF multiplied by 61,024 RSF

<sup>2</sup>Tenant Improvements of \$412,773.00 are amortized at a rate of 6 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation:

(6/01/17 - 12/31/17) \$5.82 per RSF multiplied by 55,507 RSF  
 (1/01/18 - 5/31/18) \$5.82 per RSF multiplied by 61,024 RSF  
 (6/01/18 - 5/31/19) \$5.99 per RSF multiplied by 61,024 RSF  
 (6/01/19 - 5/31/20) \$6.17 per RSF multiplied by 61,024 RSF  
 (6/01/20 - 5/31/21) \$6.36 per RSF multiplied by 61,024 RSF  
 (6/01/21 - 5/31/22) \$6.55 per RSF multiplied by 61,024 RSF  
 (6/01/22 - 5/31/23) \$6.75 per RSF multiplied by 61,024 RSF  
 (6/01/23 - 5/31/24) \$6.95 per RSF multiplied by 61,024 RSF  
 (6/01/24 - 5/31/25) \$7.16 per RSF multiplied by 61,024 RSF  
 (6/01/25 - 5/31/26) \$7.37 per RSF multiplied by 61,024 RSF  
 (6/01/26 - 5/31/27) \$7.59 per RSF multiplied by 61,024 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are billed at a rate of \$0.00 per space per year.

<sup>6</sup>Antenna costs are billed at a rate of \$3,600 per per year.

- III. The Government hereby accepts the Lessor's proposal to provide, install, and maintain the improvements to the Leased Premises in accordance with the scope and cost described in Lease Amendment 3 and the attached cost estimate for Change Order No. 12 to make miscellaneous revisions (Exhibit A, pg 1).
- IV. Notice to proceed is hereby issued for the above mentioned work, not to exceed \$9,523.79. This cost shall include all necessary fees, labor, materials, and equipment required to complete the work associated with Change Order No. 12.

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- V. Upon completion, inspection, and the GSA's acceptance of the improvements and space, the Government shall reimburse the lessor in a lump sum payment in the amount of \$9,523.79, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

The invoice must be sent electronically or mailed to Finance in Ft. Worth (the vendor can send a courtesy copy of the invoice to your office, but the official invoice is to be sent to Finance). A proper invoice will reference the Lease Number, the Lease Agreement Number, the amount billed, the work completed and the PDN Number. Invoices may be submitted electronically via the Finance website at [www.finance.gsa.gov/webvendors](http://www.finance.gsa.gov/webvendors). This is the preferred method and is the fastest way to ensure GSA receives the invoice. For information on submitting invoices via the internet, the vendor can contact the Finance Customer Support staff at (817) 978-2408 or e-mail [FW-PaymentSearch.Finance@gsa.gov](mailto:FW-PaymentSearch.Finance@gsa.gov). Vendors unable to submit their invoices electronically may mail their invoice on letterhead of the lessor, including an invoice number, the lease number and the PDN number to: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102 with a copy to the Contracting Officer at the General Services Administration, 7771 W Oakland Park Blvd, Sunrise FL 33351, Attn: James Thompson.

- VI. A copy of the invoice must be submitted to the Contracting Officer at the following address: General Services Administration, Attn: James Thompson, 7771 W. Oakland Park Blvd, Sunrise, FL 33351-6737.

- VII. For an invoice to be considered proper, it must:

- Be received after acceptance of the work by the General Services Administration
- Include an invoice date, a unique vendor-supplied invoice number, and a GSA-supplied PS number
- Indicate the exact payment amount requested
- Specify the payee's name and address
- The payee's name and address must EXACTLY match the Lessor's name and address listed on this Lease Amendment
- Include the Lease contract number, building address, and a description of the work provided, including the price, and quantity of the item(s) delivered.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice.

- VIII. The Lessor hereby waives restoration as a result of these improvements. The Lessor shall remain responsible for maintenance, repair, and replacement of all items provided by the Lessor under this Lease.

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

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END OF DOCUMENT

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