

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>9</u>
LEASE AMENDMENT	TO LEASE NO. GS-04P-60306
ADDRESS OF PREMISES 1501 Biscayne Blvd., Ste 300 Miami, FL 33132-1460	PDN Number: PS0037323

THIS AMENDMENT is made and entered into between

whose address is: Resorts World OMNI LLC
 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 issue notice to proceed on Change Order No. 14 to furnish and install additional data scope, Change Order No. 15 to furnish and install additional fire alarm devices, Change Order No. 16 to furnish and install ADA door operators, Change Order No. 17B to furnish and install additional security scope, Change Order No. 18B to furnish and install door hardware scope, Change Order No. 21 to furnish and install additional signage, and Change Order No. 22 to furnish and install turnstiles, cabinets, and hand dryers.

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 October 24, 2017 as follows:

- A. 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 2 and the attached cost estimate for Change Order No. 14 to furnish and install additional data scope (Exhibit A, pg 1), Change Order No. 15 to furnish and install additional fire alarm devices (Exhibit A, pg 2), Change Order No. 16 to furnish and install ADA door operators (Exhibit A, pg 3), Change Order No. 17B to furnish and install additional security scope (Exhibit A, pg 4), Change Order No. 18B to furnish and install door hardware scope (Exhibit A, pg 5), Change Order No. 21 to furnish and install additional signage (Exhibit A, pg 6), and Change Order No. 22 to furnish and install turnstiles, cabinets, and hand dryers (Exhibit A, pg 7).
- B. Notice to proceed is hereby issued for the above mentioned work, not to exceed \$267,779.97. This cost shall include all necessary fees, labor, materials, and equipment required to complete the work associated with Change Orders No. 14, 15, 16, 17B, 18B, 21, 22.

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:

Signature: _____
 Name: Theresa Lawrence
 Title: President
 Entity Name: RESORTS WORLD OMNI
 Date: 10/26/17

FOR THE GOVERNMENT

Signature: _____
 Name: Samuel Thompson
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 10/31/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: NICOLAS DETOUROU
 Title: VP OF CONSTRUCTION
 Date: 10/26/17

- C. Upon completion, inspection, and the GSA's acceptance of the improvements, a properly executed invoice requesting lump sum payment in the amount of \$267,779.97 must be submitted electronically to GSA Finance at www.finance.gsa.gov. Alternatively, the Lessor may submit their invoice by mail to the following address: General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX 76102-0181.
- D. 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.
- E. 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.

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

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END OF DOCUMENT

INITIALS:

LESSOR

&

GOVT