

This Lease is made and entered into between

**Lessor's Name** Resorts World OMNI LLC

(Lessor), whose principal place of business is 1501 Biscayne Blvd. Miami, FL 33132-1460 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1501 Biscayne Blvd, Ste 300  
Miami, FL 33132-1460

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

#### LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years, 10 Years Firm, ("Firm Term")**

The commencement date of this Lease shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government. The Firm Term shall expire ten (10) years from the commencement date.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

#### FOR THE LESSOR:

Name: [Redacted]

Title: Manager

Entity Name: Resorts World OMNI, LLC

Date: 9-29-15

#### FOR THE GOVERNMENT

Name: James Thompson

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 11/5/15

#### WITNESSED FOR THE LESSOR BY:

Name: [Redacted]

Title: Counsel

Date: 9/29/15

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: **55,507** rentable square feet (RSF), yielding **48,267** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **3rd** floor(s) and known as Suite(s) **300**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **9**.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **15** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **7** parking spaces, reserved for the exclusive use of the Government, of which **7** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. In the event the Government needs additional parking spaces for its employees, the employees shall contract directly with the parking operator on behalf of the Lessor.
- B. Antennas, Satellite Dishes, and Related Transmission Devices **INTENTIONALLY DELETED**

### 1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

	FIRM TERM
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,209,733.67
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00
OPERATING COSTS <sup>3</sup>	\$323,050.74
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$2,532,784.41</b>

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

(Firm Term) **\$39.81** per RSF multiplied by **55,507** RSF

<sup>2</sup>Rent shall be escalated annually by multiplying the base rate by the annual percent of change in the amount of three percent (3%).

<sup>3</sup>The Tenant Improvement Allowance of **\$0.00** is amortized at a rate of **0** percent per annum over **10** years.

<sup>4</sup>Operating Costs rent calculation: **\$5.82** per RSF multiplied by **55,507** RSF

<sup>5</sup>Building Specific Amortized Capital (BSAC) of **\$0** are amortized at a rate of **0** percent per annum over **0** years

<sup>6</sup>Parking costs as described in sub-paragraph H below.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **48,267** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517 but never less than 45,000 ABOA SF.

- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside). Any additional parking requested by the Government for its employees shall be handled by its employees directly with the parking operator on behalf of the Lessor.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) BROKER COMMISSION.** LESSOR AND THE GOVERNMENT EACH REPRESENT AND WARRANT THAT IT HAS NOT DEALT WITH ANY AGENT OR BROKER IN CONNECTION WITH THIS LEASE EXCEPT CONTINENTAL REAL ESTATE COMPANIES COMMERCIAL PROPERTIES CORP. (THE "BROKER"). THE BROKER SHALL BE COMPENSATED BY LESSOR PURSUANT TO THAT CERTAIN BROKER LEASING AGREEMENT DATED FEBRUARY 18, 2013 ("BROKER AGREEMENT") WITH BROKER AND, PURSUANT TO SUCH BROKER AGREEMENT, THE BROKER IS RESPONSIBLE FOR THE PAYMENT OF THE COMMISSION DUE AND PAYABLE TO ANY CO-BROKER SPECIFICALLY OFFICE SPACE BROKERS LLC ("CO-BROKER") PURSUANT TO THAT CERTAIN BROKER REGISTRATION LETTER AND AGREEMENT BY AND BETWEEN BROKER AND CO-BROKER DATED FEBRUARY 12, 2015. EACH PARTY (THE "INDEMNIFYING PARTY") DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, EXPENSES OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' AND PARALEGAL FEES AND EXPENSES AND ALL COURT COSTS, WHETHER SUIT IS BROUGHT OR NOT AND THROUGH ANY APPELLATE PROCEEDINGS) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM (WHETHER MERITORIOUS OR NOT) OF ANY PERSON, FIRM OR CORPORATION, OTHER THAN BROKER, FOR COMMISSIONS, FINDER'S FEES OR OTHER COMPENSATION AS A RESULT OF HAVING DEALT WITH THE INDEMNIFYING PARTY. THE FOREGOING REPRESENTATIONS AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE AS AMENDED HEREBY.

**1.05 INTENTIONALLY DELETED.**

**1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
	36	1
Representations and Certifications (GSA Form 3518)	8	2
	47	3
Security Unit Price List	2	4
	9	5
Special Requirements	28	6
USCIS Structured Cabling Plant Standards	66	7
USCIS A/V Standards	27	8
OMNI Offices - GSA Block Plan Location	1	9

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$57.67 per ABOA SF or Two Million Seven Hundred Eighty Three Thousand Three Hundred Forty Dollars (\$2,783,340.00). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The Government shall be responsible for any costs for tenant improvements in excess of the TIA.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$5.00
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED**

**1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED**

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **100** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **55,507** RSF by the total Building space of **55,507** RSF.

**1.14 REAL ESTATE TAX BASE (SEP 2013)**

The Government shall be responsible for its prorata portion of the real estate taxes in accordance with the "Real Estate Tax Adjustment". The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$74,679**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.15 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$7.50** per RSF (**\$416,302.50**/annum).

**1.16 INTENTIONALLY DELETED**

**1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$0.00** per hour per zone
- No. of zones: **0**
- **\$ 0.00** per hour for the entire Space.

**1.18 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED**

**1.19 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.