

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>11</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

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 initiate 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 January 1, 2018 as follows:

- I. Paragraph 1.01 **THE PREMISES (JUN 2012)** from Lease GS-04P-LFL60306 is amended as follows:

1.01 THE PREMISES

The USCIS Premises are described as follows:

Office and Related Space:

Space A. 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 3 floor(s) and known as Suite(s) 300, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

The CBP Premises are described as follows:

Office and Related Space:

Space B. 5,517 rentable square feet (RSF), yielding 4,797 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3 floor(s) and is known as Suite(s) 301, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

Common Area Factor: The Common Area Factor (CAF) is established as 15 percent (rounded). 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.

This Lease Amendment contains 5 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:

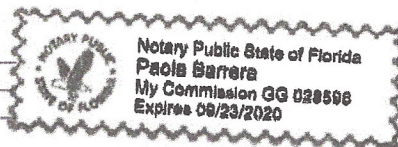
Signature: [Redacted]
Name: Patricia Lawrence
Title: President
Entity Name: Resorts World Omni LLC
Date: 1/11/18

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: James Thompson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/12/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Paula Barrera
Title: Notary Public
Date: 1/11/18



- II. This Lease Amendment No. 11 deletes paragraph 1.03 RENT AND OTHER CONSIDERATIONS from Lease LFL60306 and replaces it with the following:

1.03 RENT AND OTHER CONSIDERATIONS

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

Space A () 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
SHELL RENT ¹	\$2,209,733.67	\$2,276,025.68	\$2,344,306.45	\$2,414,635.64	\$2,487,074.71
TENANT IMPROVEMENTS RENT ²	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70
OPERATING COSTS ³	\$323,050.74	\$332,742.26	\$342,724.53	\$353,006.27	\$363,596.45
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$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
SHELL RENT ¹	\$2,561,686.95	\$2,638,537.56	\$2,717,693.69	\$2,799,224.50	\$2,883,201.24
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$374,504.35	\$385,739.48	\$397,311.66	\$409,231.01	\$421,507.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$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

¹Shell 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

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

³Operating 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

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

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

INITIALS:

LESSOR

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GOV'T

Space B (Suite 301)

	1/01/2018 – 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
SHELL RENT	\$219,631.77	\$226,197.00	\$232,982.91	\$239,989.50	\$247,216.77
TENANT IMPROVEMENTS RENT ¹	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ²	\$32,108.94	\$33,046.83	\$34,039.89	\$35,088.12	\$36,136.35
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$251,740.71	\$259,243.83	\$267,022.80	\$275,077.62	\$283,353.12

	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
SHELL RENT	\$254,609.55	\$262,278.18	\$270,112.32	\$278,222.31	\$286,552.98
TENANT IMPROVEMENTS RENT ¹	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ²	\$37,239.75	\$38,343.15	\$39,501.72	\$40,660.29	\$41,874.03
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$291,849.30	\$300,621.33	\$309,614.04	\$318,882.60	\$328,427.01

¹Shell 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
 (6/01/22 - 5/31/23) \$46.15 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

²Tenant Improvements of \$0.00 are amortized at a rate of 0.00 percent per annum over 0 years.³Operating 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

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years⁵Parking costs are billed at a rate of \$0.00 per space per year.

INITIALS:

LESSOR

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Space A&B () Suites 300 & 301)

	6/01/2017 – 12/31/2017	1/01/2018 – 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 ¹	\$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 ²	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70	\$95,760.70
OPERATING COSTS ³	\$323,050.74	\$355,159.68	\$365,789.09	\$376,764.42	\$388,094.39	\$399,732.80
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,628,545.11	\$2,880,285.82	\$2,963,772.47	\$3,049,814.48	\$3,138,480.23	\$3,229,784.98

	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	\$2,816,296.50	\$2,900,815.74	\$2,987,806.01	\$3,077,446.81	\$3,169,754.22
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS	\$411,744.10	\$424,082.63	\$436,813.38	\$449,891.30	\$463,381.97
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$3,228,040.60	\$3,324,898.37	\$3,424,619.39	\$3,527,338.11	\$3,633,136.19

¹Shell 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

²Tenant Improvements of \$412,773.00 are amortized at a rate of 6 percent per annum over 5 years.³Operating 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

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years⁵Parking costs are billed at a rate of \$0.00 per space per year.

III. The lessor shall provide seven (7) on-site structured parking spaces assigned to Space A and twenty-two (22) on-site structured parking spaces assigned to Space B at no additional cost to the Government, in accordance with GS-04P-LFL60306.

IV. This Lease Amendment No. 11 deletes paragraph 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) from Lease LFL60306 and replaces it with the following:

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 14.03 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 61,024 RSF by the total Building space of 61,024 RSF.

V. This Lease Amendment No. 11 deletes paragraph 1.15 OPERATING COST BASE (SEPT 2013) from Lease LFL60306 and replaces it with the following:

1.15 OPERATING COST BASE (SEPT 2013)

The parties agree, for the purpose of applying the paragraph titles "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.82 per RSF (\$360,005.44/annum).

INITIALS:

LESSOR

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- VI. This Lease Amendment No. 11 deletes paragraph I from Lease Amendment No 1 and replaces it with the following:

In separate correspondence dated February 28, 2017, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$276,655.00. The total costs for tenant improvements are \$770,212.00. The Government hereby orders the balance of \$493,557.00.

- VII. 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 \$1,006,021.67, 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. 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. 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.

- VIII. 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.

- IX. 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.

- X. 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.

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

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END OF DOCUMENT

INITIALS:

LESSOR

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