

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LFL00132
ADDRESS OF PREMISES 500 S. AUSTRALIAN AVENUE WEST PALM BEACH, FL 33401-6223	PDN Number: N/A

THIS AMENDMENT, made and entered into this date by and between Clear E LLC and Clear T LLC whose address is: 500 S. Australian Ave, Ste 710 West Palm Beach, FL 33401-6237

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- 1) To provide a Notice to Proceed;
- 2) To establish the Tenant Improvements (TIs); and
- 3) To provide provisions for the payment of the TIs.

This Lease Amendment contains 2 pages and Exhibit A (1 page).

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: Herbert F. Kahlert
Title: Owner
Entity Name: Clear E, LLC
Date: 11/7/17

Signature: [Redacted]
Name: Herbert F. Kahlert
Title: Owner
Entity Name: Clear T, LLC
Date: 11/7/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Jamie Thompson
Title: Lease Contracting Officer
GSA, Public Buildings Service, Lease Division
Date: 11/16/17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Hans C. Kahlert
Title: Managing Member
Date: Nov 7 2017

1.) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion and acceptance by the Government is within eighty (80) working days from issuance of the Notice to Proceed.

2.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid is fair and reasonable at a total cost not to exceed \$191,455.54 as shown in Exhibit A, inclusive of all management and architectural fees.

3.) Upon completion, inspection, and acceptance of the space, the Government shall pay for the total Tenant Improvement cost by amortizing \$308,332.91 [$\$116,877.37$ (Partial NTP) + $\$191,455.54$ (LA 1) = $\$308,332.91$] over the remaining firm term at an interest rate of 0%.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent and lease commencement date.

All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:


LESSOR

&


GOVT