

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE (“Amendment”) is made and entered into effective as of _____, 2013 (the “Effective Date”), by and between **The City of Gainesville, Florida**, a municipal corporation (“Landlord” or “City”) and **Prioria Robotics, Inc.**, a Florida corporation, whose address is 104 North Main Street, Suite 300, Gainesville, Florida 32601 (“Tenant”) (hereafter collectively “Parties”).

WHEREAS, the City and the Gainesville Community Redevelopment Agency (the “CRA”) identified and are undertaking a Strategic Initiative that has as its primary objective the redevelopment of Depot Park and the Power District; and

WHEREAS, the Power District consists of City owned property located approximately east of the Kelly Power Plan, west of SE 7th Street, south of SE 4th Avenue and north of Depot Avenue; and

WHEREAS, it is the goal of the City and the CRA to redevelop the now unused, vacant City properties and facilities in the Power District into vibrant, useable office, commercial, warehouse and light industrial space for productive private sector use; and

WHEREAS, the City and CRA’s investment in this initiative is expected to transform this blighted area by converting vacant properties into new productive use, increasing the tax base of the City, and growing the economy of the City by promoting job creation and retention; and

WHEREAS, the City and CRA jointly issued a Request for Proposals in December 2011 making available for sale, lease or lease with option to purchase certain property owned by the City within the Power District;

WHEREAS, the Tenant was ranked as the top proposer, negotiated and entered into a Lease Agreement dated June 18, 2012 (the “Lease”) pursuant to the Request for Proposal process;

WHEREAS, the Landlord completed the improvements required under the terms of the Lease and the Tenant took occupancy of the Premises in February 2013;

WHEREAS, the Tenant is not currently utilizing all of the space within the building and desires to sublease space within the building to businesses that are consistent with the targeted vision for the Power District and consistent with the land use and zoning designations for the Premises;

WHEREAS, the Landlord finds that the redevelopment and economic development benefits of full occupancy of the Leased Premises provide a substantial benefit to the public and serve a public purpose.

NOW, THEREFORE, in consideration of the foregoing recitals which comprise a material part of this Agreement, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

The language contained in SECTION 25. SUBLETTING, ASSIGNMENT, SECURITY INTEREST IN LEASEHOLD. of the Lease is deleted in its entirety (as shown in strikethrough) and is replaced (as shown in underline) as follows: ~~The Tenant shall not 1) grant any form of security interest in, 2) assign, or 3) sublet, in whole or in part, its leasehold interest of the Premises, without first obtaining the written consent of the Landlord, which consent may be granted or denied in the sole discretion of the Landlord. The Tenant may sublet the Premises, in part, for commercial, office, light industrial or clean technology uses consistent with the targeted vision for the Power District and consistent with the land use and zoning designations for the Premises. The maximum square footage that may be sublet, at any point in time, is 10,000 square feet (or stated another way, the Tenant must always occupy at least 12,000 square feet of the Premises). Tenant shall remit sales tax on any sublease rent directly to the State of Florida in accordance with applicable law. Tenant shall provide each sublessee with a full and complete copy of the Lease and any amendments. Each sublease shall incorporate all applicable terms and conditions of the Lease and any amendments, including, without limitation, a requirement that the sublessee shall indemnify and provide insurance naming the Landlord as an additional insured to the full extent required in Section 7 of the Lease and that the sublessee shall indemnify the Landlord with respect to Hazardous Substances and shall comply with Environmental Laws and all other requirements of Section 16 of the Lease. It shall be the sole responsibility of the Tenant to ensure that each sublessee complies with all applicable terms and conditions of the Lease and any amendments. Landlord is not and shall not be deemed or otherwise considered to be in privity of contract with any sublessee and shall owe no duty or obligation to any sublessee. Landlord shall continue to look to the Tenant for full performance of the Lease, notwithstanding the terms and conditions of any sublease entered into between the Tenant and a sublessee. Within 10 business days of entering into a sublease, Tenant shall provide Landlord with a true and complete executed copy of the sublease. In the event Tenant does not comply with the provisions of this section, Landlord may direct the Tenant to terminate the sublease (as it constitutes an ultra vires act by the Tenant) and may revoke the Tenant's right to sublease, by delivering written notice to the Tenant executed by the City Manager. Notwithstanding the right to sublease a portion of the Premises as granted herein, the Tenant shall not 1) grant any form of security interest in, or 2) otherwise assign, in whole or in part, its leasehold interest of the Premises, without first obtaining the written consent of the Landlord, which consent may be granted or denied in the sole discretion of the Landlord.~~

Except as amended herein, the Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease to be executed.

Signed, sealed and delivered in the presence of the following witnesses:

TENANT
Prioria Robotics, Inc., a Florida corporation

Print Name: _____

By: _____
Name: _____
Title: President

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as President of Prioria Robotics, Inc., for and on behalf of the corporation, she/he is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

LANDLORD
CITY OF GAINESVILLE, FLORIDA

Print Name: _____

By: _____
Name: Russ Blackburn
Title: City Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by Russ Blackburn, as the City Manager of the City of Gainesville, Florida, a municipal corporation, and who has acknowledged that he has executed the same for and on behalf of the corporation and that he was authorized to do so. He is personally known to me.

Notary Public, State of Florida