

AMENDMENT TWO TO LEASE AGREEMENT

THIS AMENDMENT TWO TO LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of **this ____ day of _____, 2021** (“**Effective Date**”), by and between the **City of Gainesville, Florida**, a municipal corporation under the laws of the State of Florida, whose address is P.O. Box 490, Station 6, Gainesville, Florida 32627 (“**Landlord**”), and **Teledyne FLIR Detection, Inc.**, a Delaware Corporation (as successor to Altavian, Inc.) (“**Tenant**”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of September 4, 2018 and Amendment One to Lease Agreement dated _____, 2021 (together, the “**Lease**”), pursuant to which Tenant leased certain real property known as the Catalyst Building (the “**Building**”) located at 606 SE Depot Avenue, Gainesville, Florida (the “**Premises**”), as more particularly set forth in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease according to the terms hereof.

NOW THEREFORE, for and in consideration of the foregoing recitals, the covenants, conditions and terms hereinafter stated, for consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby mutually agree as follows:

1. Controlling Language; Definitions. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions, and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions, and exhibits of the Lease shall remain unmodified in full force and effect. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Lease.

2. Assignment of Lease. The parties agree that Teledyne FLIR Detection, Inc. will be deemed the Tenant for purposes of the Lease. All rights, duties and obligations under the Lease shall apply to Teledyne FLIR Detection, Inc. as if it was the Tenant from the start of the term of the Lease.

3. Premises. As of October 1, 2021, (a) the Premises shall consist of the entire Building, consisting of approximately 22,000 square feet, and (b) Tenant’s Proportionate Share shall be 100% of the Building.

4. Lease Term. The parties agree that the term of the lease shall be extended for an additional two (2) year period from October 1, 2021 through September 30, 2023 (“**Extended Term**”).

5. Rent Schedule. Exhibit “C” is hereby modified as follows:

(A), “Initial Term”, (E), (F), and (G) are hereby deleted.

(C) is hereby deleted and replaced with the following:

The dollar figures in the chart below represent the Tenant's Proportionate Share of the total charges for Real Estate and Utilities which proportionate share is 100%.

Period	Monthly					
	Base Rent	Estimated Real Estate Tax	CAM	Estimated Utilities Payment	Sales Tax	Total Rent
October 1, 2021 through September 30, 2022	\$25,667	TBD	TBD	TBD	TBD	TBD
October 1, 2022 through September 30, 2023	\$26,437	TBD	TBD	TBD	TBD	TBD

6. Security Deposit. The security deposit amount of \$11,667 currently held by Landlord shall be returned to Tenant by October 31, 2021. No additional security deposit is required under the Lease.

7. Subletting and Assignment. Section 25 of the Lease is hereby amended by deleting and replacing with the following terms.

Provided Tenant is not otherwise in default of any Lease terms, Landlord shall agree to allow Tenant to sublet or assign this Lease to an affiliate or successor entity of Tenant upon written notice to Landlord. Any other sublease or assignment requires the prior written consent of Landlord, such consent to not be unreasonably conditioned or delayed.

8. Renewal Option. Tenant shall have two (2) options to renew the term of this Lease for additional two (2) year periods each. To exercise a renewal option, Tenant shall provide written notice to Landlord no less than six (6) months prior to the termination of the then-current Lease period. Base Rent for the renewal period(s) shall be at the current fair market value of properties similar to the Building, as reasonably determined by Landlord. Should Tenant not accept the fair market valuation of the renewal period Base Rent, the renewal option shall have no force or effect and the Lease shall expire at the end of the current Lease period.

9. Termination Option. Tenant shall have a one-time right to terminate the Lease pursuant to the following terms. Tenant shall provide written notice to Landlord of its intention to terminate the Lease no later than March 31, 2022. Provided Tenant is not in default of any terms of the Lease as of the notice date and provided that all Rent payments are made monthly through September 30, 2022, the Lease will terminate effective as of September 30, 2022.

10. Landlord Representation. Landlord represents and confirms that equipment it provides in the Building conforms with Section 889(a)(1)(B) of the National Defense Authorization Act, specifically that no equipment (including but not limited to mobile phones, laptops, tablets, routers, switches, mobile hotspots, network equipment, radio transceivers/systems and video surveillance products and services) is being used from the following prohibited Chinese vendors:

Huawei
ZTE Corporation
Hytera Communications Corporate
Dahua Technology Company
Hangzhou Hikvision Digital Technology

11. Commissions. Tenant shall be responsible for brokerage commissions to Cushman & Wakefield under separate agreement. No other commissions are due under this Amendment.

12. Parking. Section 30.B of the Lease is amended by the following:

In (a), “and in common with the use by other Tenants of space in the Building” is hereby deleted.

In (b), the first sentence is hereby deleted.

The following shall be added as (e):

Landlord shall provide Tenant with access to and a license to use one hundred (100) parking spaces in an area between the Building and the adjacent parcel owned by the Gainesville Regional Utilities. The parking spaces shall be on a paved lot which must be striped and fenced in. Landlord shall be responsible for all costs associated with the maintenance and upkeep of the parking spaces. Tenant shall pay an annual fee of \$1,068 for the licensed right to use of such parking spaces, plus a one-time \$400 application fee for the issuance of the license. The Tenant must apply annually for renewal of the license. Renewal fees will include a \$400 application fee and an annual fee based on the City of Gainesville Parking Division parking fees at the time of application.” Payment of all license related fees to Gainesville Regional Utilities are required in advance of the issuance of the license and thereafter annually in advance. A diagram of the parking areas is added to the Lease as Exhibit “D”.

13. Audit Rights. The following should be added to Section 30 of the Lease as “F. Audit Rights.”:

Tenant (or its designated representative) shall have the right to audit Landlord’s books and records related to its determination of Common Area Maintenance Charges, Real Estate Tax, and Utilities. Landlord’s statements of actual expenses shall be accompanied by reasonable support in such form which will allow Tenant to initially verify the actual expenses against its negotiated Lease terms. Issues regarding the calculation of the expenses will be settled in a timely manner between Landlord and

Tenant. In the event that Tenant's review/audit results in identified overcharges of 3% or more, Landlord shall reimburse Tenant's reasonable costs of such review.

14. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
15. Entire Agreement. This Amendment and the Lease contain the entire agreement between Landlord and Tenant with respect to Tenant's leasing of the Premises. Except for the Lease and this Amendment, no prior agreements or understandings with respect to the Premises shall be valid or of any force or effect.
16. Lease in Full Force and Effect. Except as modified by this Amendment, all of the terms, conditions, agreements, covenants, representations, warranties, and indemnities contained in the Lease remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

City of Gainesville
a Florida Municipal Corporation

By: _____
Print Name: Lee R. Feldman
Its: City Manager

TENANT:

Teledyne FLIR Detection, Inc.
a Delaware Corporation

By: _____
Print Name: Kathy A. White
Its: Associate Vice President

Exhibit "D"

PARKING AREAS

