

Instr #2015031444 BK: 3231 PG: 1642, Filed & Recorded: 5/29/2015 11:15 AM ADM Deputy Clk, #Pgs:3  
Don Barbee Jr, Clerk of the Circuit Court Hernando CO FL Rec Fees: \$27.00

**FIFTH AMENDMENT TO AVIATION GROUND LEASE (The "FIFTH AMENDMENT")  
BETWEEN HERNANDO COUNTY AND RAYTHEON COMPANY**

**THIS IS AN AMENDMENT** dated April 13, 2015 to the Aviation Ground Lease dated April 1, 2003 between Hernando County, a political subdivision of the State of Florida, whose address is 20 N. Main Street, Room 263, Brooksville, FL 34601 (the "**Lessor**") and Raytheon Company, whose address is 870 Winter Street, Waltham, MA 02451 (the "**Lessee**").

**WHEREAS**, the **Lessor** and the **Lessee** entered into the Aviation Ground Lease dated as of April 1, 2003, and as recorded in Official Records Book 1650, Pages 454 through 483, of the Public Records of Hernando County, FL (the "**Ground Lease**") for the lease of certain real property described as:

9,000 SF (mol) of the Hernando County Airport land, described as shown in Exhibits A1, A2 & A3, attached to the **Ground Lease**, as said Exhibits were recorded in the aforesaid Official Records Book at Pages 468 through 470; and,

**WHEREAS**, the **Ground Lease** was scheduled to expire on March 30, 2007 and the **Lessee** and the **Lessor** agreed to an Amendment to the Aviation **Ground Lease** (the "**First Amendment**") extending the **Ground Lease** for an additional two (2) years running from April 1, 2007, and ending on March 30, 2009; and, (the "**Second Amendment**") extending the **Ground Lease** for an additional two (2) years running from April 1, 2009 and ending on March 30, 2011; and, (the "**Third Amendment**") extending the **Ground Lease** for an additional two (2) years running from April 1, 2011 and ending on March 30, 2013; and, (the "**Fourth Amendment**") extending the **Ground Lease** for an additional two (2) years running from April 23, 2013 and ending on March 30, 2015; and,

**WHEREAS**, the **Ground Lease** and the **First Amendment**, **Second Amendment**, **Third Amendment** and **Fourth Amendment** are hereinafter referred to collectively as the **Ground Lease**; and,

**WHEREAS**, the **Ground Lease** is scheduled to expire on March 30, 2015 and **Lessee** desires to extend the **Ground Lease** for two (2) additional years; and,

**WHEREAS**, the **Lessee** has duly performed under the **Ground Lease** and is not otherwise in breach of said agreement; and,

**WHEREAS**, the **Lessee** has timely advised the **Lessor** of its intent to renew the **Ground Lease**.

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NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. The Lessee and the Lessor agree that the **Ground Lease** is hereby extended for an additional two (2) years commencing on March 31, 2015, and ending on March 31, 2017 (the "**Fifth Extended Term**").
2. The Monthly Rent during the **Fifth Extended Term** shall be \$135.00.
3. Except as provided above, all other terms, conditions and covenants of the **Ground Lease** shall remain in full force and effect.
4. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the **Ground Lease**.
5. This **Fifth Amendment** shall be recorded in the public records of Hernando County; the Lessee shall pay the cost of recording.


IN WITNESS WHEREOF, the parties have executed this **Fifth Amendment** effective on the date signed by the last party hereto.

ATTEST:



RAYTHEON COMPANY (LESSEE)

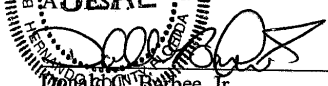
By:

  
Robert J. Moore  
Vice President - Business Services

Date:

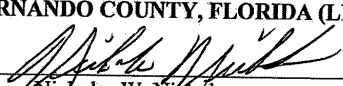
4/13/2015



  
Nicholas W. Nicholson, Jr.  
Clerk of the Circuit Court


BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA (LESSOR)

By:

  
Nicholas W. Nicholson  
Chairman

Date: 5/12/15

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY:

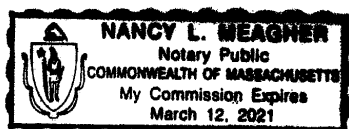
  
Deputy County Attorney

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COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

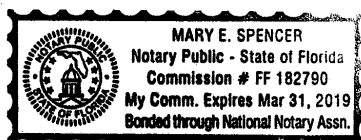
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2015, by Robert J. Moore, Vice President - Business Services of Raytheon Company, who is personally known to me or who has produced personally known as identification.



Nancy L. Meagher  
(Signature of person taking acknowledgment)  
Nancy L. Meagher  
(Name typed, printed or stamped)  
My Commission Expires: 3/12/2021  
(Title or rank) (Serial number, if any)

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2015, by Nicholas W. Nicholas, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Mary E. Spencer  
(Signature of person taking acknowledgment)  
Mary E. Spencer  
(Name typed, printed or stamped)  
FF 182790  
(Title or rank) (Serial number, if any)

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