

SEVENTH AMENDMENT TO AVIATION GROUND LEASE BETWEEN HERNANDO COUNTY AND RAYTHEON COMPANY

THIS IS AN AMENDMENT dated April 1, 2018 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 293, 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 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 and Renewal 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 1, 2013 and ending on March 30, 2015; and, (the "Fifth Amendment") extending the Ground Lease for an additional two (2) years running from April 1, 2015 and ending on March 30, 2017; and, (the "Sixth Amendment") extending the Ground Lease for an additional one (1) year running from April 1, 2017 and ending on March 30, 2018.

WHEREAS, the Ground Lease and Renewal, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and this Seventh Amendment are hereinafter referred to collectively as the Ground Lease; and.

WHEREAS, the Ground Lease is scheduled to expire on March 30, 2018 and Lessee and Lessor agree that beginning on April 1, 2018, and each successive year thereafter, the Ground Lease will automatically renew for another year; 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.

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 one (1) year commencing on April 1, 2018, and thereafter, will automatically renew for another one (1) year time period unless otherwise noticed by either party. The parties agree that notwithstanding the date of execution of this Seventh Amendment it shall be retroactive to April 1, 2018.
- 2. The monthly rent during this current term shall be \$720.00. Upon the automatic renewal of the **Ground Lease**, rent will increase by 2% unless otherwise negotiated by the parties.
- 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 **Seventh 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 Seventh Amendment effective on the date as indicated above.

ATTECT.

RAYTHEON COMPANY (LESSEE)

Robert J. Moore, VP - EHSS, Real Estate & Insurance

ATTEST:

Susan dieno, Depu

Donald C. Barbee, Jr. Clerk

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA (LESSOR)

By: <

Champion, Chairman

11- 37-18

APPROVED AS TO FORM

AND EGAL SUFFICIENCY

County Attorney's Office

COMMONWEALTH OF MASSACHUSETTS COUNTY OF MIDDLESEX

[SEAL]

(Signature of person taking acknowledgment)

KRISTINA J. KELLEY
Netary Public
Cemmonwealth of Massachusetts
My Cemmission Expires
January 11, 2024

CERTIFIED TO BE A TRUE COPY

DON BARBEE, JR.

CLERK OF COURTS

BY: Suran Burus

_ D.C.

DAY OF NOV. 201