

**FIRST AMENDMENT TO LEASE
HERNANDO COUNTY, ADS-B RADIO STATION SITE SV009-01**

This First Amendment ("Amendment") is made by and between **L3Harris Technologies, Inc.**, ("Lessee") a Delaware corporation, and Hernando County, ("Lessor") a political subdivision of the State of Florida. This amendment is effective as of the date of the last signature below ("Effective Date"). This Amendment may refer to L3Harris and Hernando County collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the original ADS-B radio station site lease agreement ("Agreement") originally dated August 10, 2010 was between Hernando County and ITT Corporation. ("Original Lessee"); and

WHEREAS, the original Lessee merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

WHEREAS, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the lessee has an active contract with the FAA that is supported by the leased premises.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

- 1. RENEWAL.** Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee's option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the term of the then-current FAA contract supported by the use of the premises.

2. NOTICES. Section 15 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR: Brooksville-Tampa Bay Regional Airport
Attn: Airport Manager
15800 Flight Path Drive
Brooksville, FL 34604
The email address is Airport@HernandoCounty.us

TO LESSEE: L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street (5th floor),
Herndon, VA 20171
The email address is Jennifer.Banasik@L3harris.com.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Witness our hands and seals upon the dates stated below.

ATTEST.

L3HARRIS TECHNOLOGIES, INC. (LESSEE)

(Attestor Signature)

By: KOLBY HAROLD 2/13/24
Printed Name Date
Title: LEAD SUBCONTRACTS MGR

Attestor Name Legibly Printed

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

Doug Chorvat, Jr., Clerk Elizabeth Narverud, Chairwoman 03-12-2024
Date

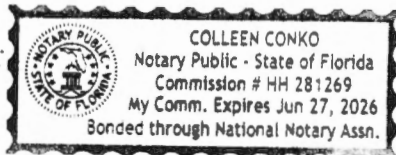


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

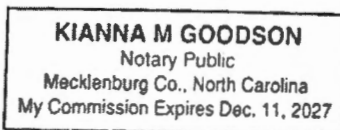
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of March, 2024, by Elizabeth Narverud, Chairwoman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification



Colleen Conko
Notary Public (Signature of Notary)
Colleen Conko
(Name legibly printed, typewritten or stamped)

STATE OF ~~VIRGINIA~~ North Carolina
COUNTY OF ~~FAIRFAX~~ Mecklenburg

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of Feb, 2024, (name) Holby Harold as (title) Lead Sub contractor Manager of L3Harris Technologies, Inc., who is personally known to me or who has produced Virginia Driver License as identification



Kianna M Goodson
Notary Public (Signature of Notary)
Kianna M Goodson
(Name legibly printed, typewritten or stamped)