INSTR #2017030383 BK: 3473 PG: 867 Page 1 of 3 FILED & RECORDED 5/25/2017 3:45 PM CVW Deputy Clk Don Barbee Jr, HERNANDO County Clerk of the Circuit Court Rec Fees: \$27.00

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

THIS IS AN AMENDMENT dated March _______, 2017 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 460, 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 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, 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,

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

WHEREAS, the Ground Lease is scheduled to expire on April 30, 2017 and Lessee desires to extend the Ground Lease for one (1) additional 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.

Sixth Amendment to Aviation Ground Lease Between Hernando County and Raytheon Company - Page 1 of 3

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

- The Lessee and the Lessor agree that the Ground Lease is hereby extended for 1. an additional one (1) year commencing on April 1, 2017, and ending on March 30, 2018 (the "Sixth Extended Term").
- 2. The Monthly Rent during the **Sixth Extended Term** shall be \$200.00.
- Except as provided above, all other terms, conditions and covenants of the Ground Lease shall remain in full force and effect.
- All capitalized terms not otherwise defined herein shall have the meaning 4. ascribed to them in the Ground Lease.
- This **Sixth 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 Sixth Amendment effective on the date signed by the last party hereto.

RAYTHEON COMPANY (LESSEE)

Robert J. Moore, VP - Business Services

Date:

ATTEST:

Donald C. Barbee, Jr. Clerk

BOARD OF COUNTY COMMISSIONERS HERNANDO

COUNTY, FLORIDA (LESSOR)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Deputy County Attorney COMMONWEALTH OF MASSACHUSETTS **COUNTY OF MIDDLESEX** The foregoing instrument was acknowledged before me this 10 day of 40ril Robert J. Moore, Vice President - Business Services of Raytheon Company, who is personally known to me or who has produced Massach usetts wenter as identification. (Signature of person taking acknowledgment) KrishnaJ. Kelley (Name typed, printed or stamped) Notavu (Title or rank) (Serial number, if any) KRISTINA J. KELLEY Notary Public Commonwealth of Massachusetts My Commission Expires January 11, 2024 STATE OF FLORIDA **COUNTY OF HERNANDO** The foregoing instrument was acknowledged before me this 23rdday of _______, 2017, by Wayne Dukes, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced as identification. (Name typed, printed or stamped) (Title or rank) (Serial number, if any) MARY E. SPENCER

Notary Public - State of Florida Commission # FF 182790 My Comm. Expires Mar 31, 2019 Bonded through National Notary Assn.