

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Agreement") is made and entered into to be effective as of the Closing Date (as such term is defined under that certain Asset Purchase Agreement, dated as of January 17, 2020, by and between Assignor and Assignee) (the "**Assignment Date**"), by and between Raytheon Company, a Delaware corporation ("**Assignor**") and BAE Systems Information and Electronic Systems Integration Inc., a Delaware corporation ("**Assignee**"), with reference to the following facts.

Recitals

A. Assignor is the existing Lessee under that certain Lease Agreement dated December 31, 2019, by and between Pinellas County Industrial Development Authority, a dependent special district created pursuant to Part III, Chapter 159, Florida Statutes d/b/a Pinellas County Economic Development Authority, as Lessor ("**Lessor**") and Assignor (the "**Lease Agreement**") pursuant to which Lessor leased to Assignor, and Assignor leased from Lessor, those certain premises of approximately 3,718 sf on the second floor of Building 100 located at 7887 Bryan Dairy Road, Largo, FL, as more particularly described in the Lease Agreement ("**Premises**").

B. Assignor is the licensee under that certain License Agreement, dated March 23, 2020, by and between Lessor and Assignor (the "**License**", and collectively with the Lease Agreement, the "**Lease**") pursuant to which Lessor granted to Assignor a non-exclusive license to reserve and utilize a conference room, known as the STAR Showcase, which is located on the same floor as the Premises.

C. Assignor desires to assign all of its right, title and interest in, and obligations under, the Lease to Assignee, and Assignee desires to accept such assignment and assume such obligations, all on the terms and conditions set forth below.

D. Lessor agrees to consent to the proposed assignment on the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. Assignor and Assignee hereby agree that each of such parties are informed and believe that the recitals set forth hereinabove are true and correct and are incorporated into this Agreement.

2. Assignment and Assumption. Effective as of the Assignment Date, Assignor hereby grants, transfers, assigns and delegates to Assignee all of its right, title and interest of Assignor under the Lease, and Assignee accepts such assignment and delegation above, assumes the obligations of Assignor under the Lease accruing from and after the Assignment Date, agrees to pay all rent and other charges accruing under the Lease from and after the Assignment Date and agrees to observe and perform directly to Lessor, all of the other covenants, agreements and obligations to be observed and/or performed by the Lessee under the Lease from and after the Assignment Date. Assignee has inspected the Premises and knows the present condition thereof and confirms that neither Lessor nor any officer, director, employee, agent or beneficiary of Lessor has made any representation or warranty to Assignee concerning the Premises, or otherwise, expressed or implied, and that Assignee does not accept the Premises in reliance upon any such representation or warranty, except as set forth in the Lease.

3. Security Deposit. The parties acknowledge that Lessor does not hold a security deposit on behalf of Assignor and, therefore, no deposit monies need to be returned to Assignor or transferred to the benefit of Assignee.

4. Assignor's and Assignee's Obligations to Lessor. Assignor hereby covenants and warrants to Lessor that it shall be liable to Lessor under the Lease for all the Lessee's obligations under the Lease that arise prior to Assignment Date. Assignee hereby covenants and warrants to Lessor that it shall be liable to Lessor under the Lease for all the Lessee's obligations under the Lease that arise from and after the Assignment Date. Assignor and Assignee hereby further covenant and warrant that Lessor's consent to this assignment shall not in any manner affect Lessor's ability to proceed against Assignor or Assignee for any failure by Assignee or Assignor to perform any of its obligations under the Lease, nor shall any such consent be construed as a waiver by Lessor of any of its rights or remedies under the Lease.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together be deemed one document.

6. General Provisions.

- a.** Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.
- b.** Assignee's address for notices shall be as follows unless changed in accordance with the Lease:

BAE Systems Information and Electronic Systems Integration Inc.
1101 Wilson Blvd, Suite 2000
Arlington, VA 22209

Attention: Mark Henry, VP of Corporate Development, Strategy & Planning
Katherine Brown, VP & Associate General Counsel

Email: mark.a.henry@baesystems.com
katherine.h.brown@baesystems.com

c. Assignor and Assignee hereby ratify and affirm the terms and provisions of the Lease and further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged except as specifically set forth in this Agreement. Assignor and Assignee intend that Lessor shall benefit as a third party from the terms of this Agreement and that Lessor shall be a third party beneficiary of this Agreement.

d. In the event of any conflict or inconsistency between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

e. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

f. If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and to the extent any provision of this Agreement is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

g. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

h. Any and all future modifications of this Agreement or the Lease will be effective only if they are in writing and signed by the parties hereto. The terms and conditions of any and all future modifications of this Agreement shall supersede and replace any inconsistent provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates that each party signed this Agreement.

Assignor:

RAYTHEON COMPANY
A Delaware corporation

By:  Frank R. Jimenez
Its: Vice President, General Counsel and Secretary
Date: April 27, 2020

Assignee:

BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.
a Delaware corporation

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates that each party signed this Agreement.

Assignor:

RAYTHEON COMPANY
A Delaware corporation

By: _____
Its: _____
Date: _____

Assignee:

BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.
a Delaware corporation

By: *[Signature]*
Its: VP Assistant Secretary
Date: 4/27/2020

Consent of Lessor to Assignment and Assumption Agreement:

Lessor hereby consents to the Agreement and assignment, acceptance and assumption made therein; provided, that notwithstanding such consent:

(i) Lessor does not waive any claims, rights, suits or actions against Assignor under the Lease;

(ii) No addition, alteration or improvement shall be made to the Premises by Assignor or Assignee without the prior written consent of Lessor and any such addition, alteration or improvement shall be made subject to Section 13 of the Lease Agreement; and

(iii) Such consent is limited to the assignment and assumption herein made and shall not relieve Assignor and Assignee from their obligation to obtain the consent of Lessor to (x) any future assignment, in whole or in part, of the interest of the Lessee under the Lease, (y) any future sublease of the Premises, or any part thereof, or (z) any amendment, modification or change to the Agreement.

Lessor:



Pinellas County Industrial Development Authority, a dependent special district created pursuant to Part III, Chapter 159, Florida Statutes d/b/a Pinellas County Economic Development Authority

By: SEAN GRIFFIN

Its: REAL PROPERTY MANAGER

Date: 5.1.20