

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made this 1 day of August, 2019 by and between the PINELLAS INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS ECONOMIC DEVELOPMENT AUTHORITY (LICENSOR), and RAYTHEON COMPANY, a Delaware corporation, hereinafter referred to as "LICENSEE," jointly referred to as the "Parties."

### W I T N E S S E T H:

#### 1. PREMISES

In consideration of the License Fee hereinafter agreed to be paid by LICENSEE to LICENSOR, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, LICENSOR does hereby license to the LICENSEE, those portions of the real property known as the Young-Rainey STAR Center, 7887 Bryan Dairy Road, Largo, FL 33777 and more specifically known as Area 351 on the first floor, as shown on Exhibit A, attached hereto and incorporated herein (the "Premises"). LICENSEE hereby accepts the Premises in its "as is" condition as of the Commencement Date, as further defined herein.

#### 2. TERM

This License shall be effective and commence upon full and proper execution, and terminate one (1) year after (the "License Term"). Either Party may terminate this License at any time without cause by providing thirty (30) days' written notice to the other Party, or terminate immediately for cause pursuant to the Default section as further outlined herein.

#### 3. LICENSE FEE AND UTILITY REIMBURSEMENT

The License Fee shall be Two Thousand Two Hundred Sixteen and 67/100 (\$2,216.67) payable monthly during the License Term on or before the date first occupied and the first (1st) day of each successive month following the Commencement Date. The License Fee shall be prorated for the actual number of days to be occupied during each month. In addition to the License Fee, LICENSEE shall pay its share of electric power as invoiced monthly by LICENSOR and tangible and intangible ad valorem taxes and assessments on the Premises for the occupied term as invoiced annually. LICENSEE, if subject to State sales tax, agrees to pay any monthly sales or use tax imposed by virtue of this License with said tax payment being due and payable with the monthly License Fee payment.

#### 4. USE

This License is made on the express condition that the LICENSEE shall use the Premises solely for furniture and equipment staging activities during the entire term of this License and to conduct its business always in a lawful manner. LICENSEE is granted continued use of the Premises immediately upon the Commencement Date of this License.

5. PERMITS/LICENSES

LICENSEE must secure and maintain all permits and licenses to provide services pursuant to this License. LICENSEE shall comply with all laws, regulations and ordinances concerning its operations.

6. ALTERATIONS

LICENSEE shall make no structural change or alteration to the Premises or other parts of the facility and LICENSEE shall be responsible for any damages to the Premises or facility caused by the LICENSEE, or its, employees, invitees, customers, clients or guests, ordinary wear and tear excepted.

7. COVENANT AGAINST LIENS

LICENSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LICENSOR in the Premises or on the building or other improvements thereon. LICENSEE is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LICENSEE with respect to the Premises or any part thereof, that such persons must look to LICENSEE to secure payment of any bill for work done or material furnished to the LICENSEE or for any other purpose during the term of this License.

8. MAINTENANCE AND UTILITIES

Repair and preventative maintenance of mechanical systems such as air handling units (interior or exterior to the building structure), smoke ventilation systems, potable water piping serving restroom facilities, sprinkler and fire protection systems, and sanitary drainage systems will be provided to maintain the equipment in good functional condition by LESSOR. LICENSEE will be responsible for its own janitorial services.

9. INSURANCE

LICENSEE shall procure, pay for, and maintain during the term of this License insurance as depicted in Exhibit "B" "Insurance Requirements" attached hereto.

10. INDEMNIFICATION

LICENSEE covenants and agrees that it will indemnify and hold harmless LICENSOR and all of LICENSOR'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this License, and any extensions thereof, whether direct or indirect, and whether to any person or property to which LICENSOR or said Parties may be subject, except that neither LICENSEE nor any of its officers, agents, or employees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of LICENSOR or any of its

officers or employees. Nothing herein shall be construed as a waiver of LICENSOR'S sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this License.

#### 11. LIABILITY OF LICENSEE

All property of any kind that may be on the Premises during the continuance of the License shall be at the sole risk of LICENSEE. LICENSOR shall not be liable for damage to or injury caused by the presence of such property on the Premises.

#### 12. ACCESS TO PREMISES

LICENSOR shall have the right to enter and inspect the Premises and the operation conducted thereon at any reasonable time for inspecting, for making repairs to the Premises or to any property owned or controlled by LICENSOR therein, or for any other public purpose. Such repairs or entry shall not interfere with LICENSEE'S business except as is naturally necessitated by the nature of the repairs or visit being affected.

#### 13. DEFAULT AND REMEDIES

If LICENSEE fails to keep and perform any of the terms, covenants, conditions or provisions in this License contained to be kept and performed by LICENSEE, then within fifteen (15) days of LICENSOR becoming aware of the occurrence of the default, LICENSOR shall notify LICENSEE of the default and its demand to cure said default. Upon receipt of notice, LICENSEE shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the LICENSEE agrees and shall pursue continuously until the default is finally cured. Upon LICENSEE'S failure to either cure said default or to take steps that are necessary to cure said default, the LICENSOR may immediately terminate this License, or seek any other remedy as the law and this instrument afford. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

In the event LICENSEE defaults as set out above or elsewhere in this License, all payments of rent, additional rent, or of any other monies due from LICENSEE during the term of this License or any extension thereof, shall, at the option of LICENSOR, become immediately due and payable in full.

#### 14. WAIVER

One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

#### 15. OBSERVANCE OF LAWS

LICENSEE agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of

any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

16. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of the License fee, nor any other provision contained herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of LICENSOR and LICENSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

17. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or (b) on the date of delivery by recognized national delivery service, or (c) on the fifth Business Day following the date of mailing, if mailed by registered or certified mail, return receipt requested, or (d) on the date sent by electronic mail if sent during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day, if sent after normal business hours of the recipient, follow by a copy of such notice within one Business Day delivered pursuant to one of the other methods described herein.

All notices given to LICENSOR hereunder shall be forwarded to LICENSOR at the following address:

PINELLAS COUNTY REM / FBSS  
ATTN: STAR Center  
509 S. East Avenue  
Clearwater, FL 33756

If via electronic mail: [RealProperty@co.pinellas.fl.us](mailto:RealProperty@co.pinellas.fl.us)

All notices given to LICENSEE hereunder shall be forwarded to LICENSEE at the following address:

RAYTHEON COMPANY  
870 Winter Street  
Waltham, MA 02451-1449

## 18. FISCAL FUNDING

In the event funds are not appropriated by the LICENSOR in any succeeding fiscal year for purposes described herein, then this License shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense to the LICENSOR.

## 19. HAZARDOUS SUBSTANCES

LICENSEE shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. LICENSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage of small quantities of Hazardous Substances generally recognized to be appropriate to normal maintenance and office uses.

LICENSEE shall promptly give LICENSOR written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which LICENSEE has actual knowledge. If LICENSEE learns or is notified by any government or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LICENSEE will notify LICENSOR and, if due to release caused by the LICENSEE, LICENSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

LICENSEE shall indemnify and hold LICENSOR fully harmless for any liabilities and remedial actions of Hazardous Substances for which LICENSEE is responsible under this Section. LICENSEE'S indemnification obligations under this Section shall survive the expiration or termination of the term of this License.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

## 20. AIR QUALITY

The LICENSOR shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The LICENSOR shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The LICENSEE shall be informed prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality and reserve the right to require these activities to occur when building is unoccupied.

21. ASBESTOS

LICENSOR warrants that to its knowledge, there is no friable asbestos in the building at commencement of this License and that any friable asbestos discovered in the building during the term of this License shall be removed or encapsulated within a reasonable period of time.

22. SURRENDER AT END OF TERM

Upon the expiration of the term hereof or the sooner termination of this License, LICENSEE agrees to vacate the Premises to the LICENSOR, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof.

23. PUBLIC ENTITY CRIME ACT

The LICENSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the LICENSOR'S requirement that the LICENSEE comply with it in all respects prior to and during the term of this License.

24. ENTIRE AGREEMENT

The License as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

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IN WITNESS WHEREOF, the Parties have signed this License Agreement the day and year first above written.

WITNESSES: LICENSEE:  
Raytheon Company

Mary Ann Brown

By: Jerry A. Cellucci

Print Name: Mary Ann Brown

Print Name: Jerry A. Cellucci

Christina M. Miceli

Title: Senior Director -  
Corporate Real Estate

Print Name: Christina M. Miceli

LESSOR  
Pinellas County Industrial Development Authority  
d/b/a Pinellas County Economic Development  
Authority, by and through the County Administrator

WITNESSES:

Della Klug

Barry A. Burton

By: \_\_\_\_\_

Barry A. Burton, County Administrator

Print Name: Della Klug

s/Christine Covais

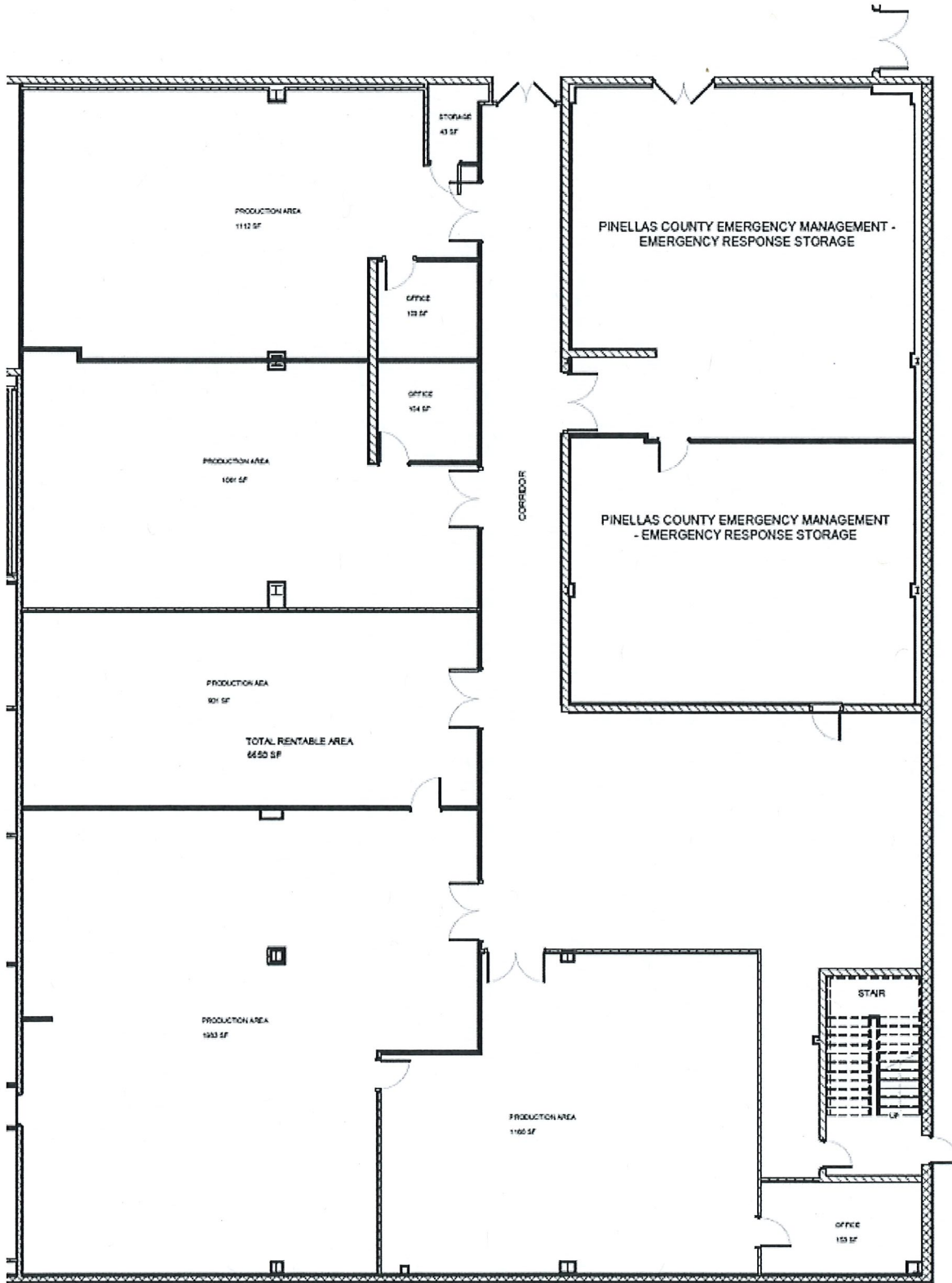
Print Name: Christine Covais

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: Chelsea D. Hardy

Chelsea D. Hardy,  
Assistant County Attorney

Exhibit "A"



## Exhibit "B"

### Insurance Requirements

The following insurance requirements are included in this License:

The LICENSEE shall obtain and maintain at all times during its performance of the License, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days of executed License, the LICENSEE shall provide the LICENSOR with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by the LICENSOR. Approval by the LICENSOR of any Certificate of Insurance does not constitute verification by the LICENSOR that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the License. LICENSOR reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the License period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the LICENSEE to meet the requirements of the License shall be endorsed to include Pinellas LICENSOR, a political subdivision of the State of Florida as an Additional Insured. Indicated coverage as additional insured by checking boxes on the certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with the certificate of insurance.

If any insurance provided pursuant to the License expires prior to the expiration of the License, renewal Certificates of Insurance and endorsements shall be furnished by the LICENSEE to the LICENSOR at least thirty (30) days prior to the expiration date.

LICENSEE shall also notify LICENSOR within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said LICENSEE from its insurer. Notice shall be given by certified mail to: Pinellas County Real Estate Management Department, 509 East Ave. S, Clearwater, Florida 33756; and nothing contained herein shall absolve LICENSEE of this requirement to provide notice.

Should the LICENSEE, at any time, not maintain the insurance coverages required herein, the LICENSOR may terminate the License, or at its sole discretion may purchase such coverages necessary for the protection of the LICENSOR and charge the LICENSEE for such purchase. The LICENSOR shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the LICENSOR to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the License.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the License.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against LICENSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LICENSEE.
- (3) The term "LICENSOR", "LICENSOR", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of Pinellas County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by LICENSOR or any such future coverage, or to LICENSOR'S Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The LICENSOR shall have the right, but not the obligation to determine that the LICENSEE is only using employees named on such list to perform work for the LICENSOR. Should employees not named be utilized by LICENSEE, the LICENSOR, at its option may stop work without penalty to the LICENSOR until proof of coverage or removal of the employee by the LICENSEE occurs, or alternatively find the LICENSEE to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas LICENSOR from the LICENSEE.

The insurance requirements for this License, which shall remain in effect throughout its duration, are as follows:

- (A) Workers' Compensation Insurance-Licensee with less than 4 full or part-time employees including owners may submit LICENSOR waiver in lieu of workers compensation. The satisfactory completion of the waiver does not release the Licensee for responsibility of injury to their employees. Limits:

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, Products/Completed Operation and Personal Injury. No exclusions for physical abuse or sexual molestation are allowed. Limits:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

- (C) Business Automobile Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. Licensee may show that non-owned auto coverage exists under the Commercial General Liability policy if entity does not own any vehicles. Limits:

Per Accident	\$1,000,000
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- (D) Property Insurance Licensee will be responsible for all damage to its own property, equipment and/or materials including permanently installed tenant improvements and betterments.