

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 31 day of December, 2019 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, hereinafter referred to as "LESSOR", and Raytheon Company, a Delaware corporation, hereinafter referred to as "LESSEE", collectively referred to as the "Parties".

WITNESSETH:

- PREMISES:** In consideration of the rent hereinafter agreed to be paid by LESSEE to LESSOR, 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, LESSOR does hereby lease and let unto the LESSEE, and LESSEE does hereby lease from LESSOR, those certain premises at 7887 Bryan Dairy Road, Largo, Florida 33777, more specifically described as Building 100 (the "Building"), second floor, Office 135, containing 3,718 square feet, as depicted on Exhibit "A-1" attached hereto and made a part hereof, hereinafter referred to as "Premises". The Lessee shall also have a right to use a portion of the roof of the Building to install, operate and maintain antenna, in support of its mission, upon mutual agreement of the Parties and in conformance with all applicable Federal, State, and local laws, statutes, rules, regulations, and ordinances.
- USE:** This Lease Agreement ("Lease") is made on the express condition that the Premises shall be used for office and computer lab space, and for no other purpose, without the prior written consent of LESSOR.

In addition, LESSEE shall comply with all requirements and limitations imposed on the Premises by the Facility Environmental Permits referenced in Exhibit "B", attached hereto and made apart hereof, as it may be amended or replaced from time to time, and if applicable, such terms and conditions as set forth in Exhibit "C" attached hereto and made a part hereof. All rights of LESSEE hereunder may be terminated by LESSOR in the event of any deviations thereof.
- EFFECTIVE DATE:** All terms and conditions set forth herein (except payment of Rent and other charges which will commence upon the Rent Commencement Date as further defined herein) shall immediately commence upon the signing of this Lease Agreement by all Parties (the "Effective Date") and Lessee shall be provided immediate possession upon the Effective Date.
- RENT COMMENCEMENT DATE:** Rent shall commence upon the substantial completion of LESSEE's and LESSOR's WORK as further defined herein and as memorialized by execution

of LESSEE's Acceptance Certificate attached as Exhibit "G", or April 1, 2020, whichever date is sooner" (hereinafter the "Rent Commencement Date").

5. POSSESSION & COMMON AREAS: LESSEE shall be granted possession of the Premises immediately upon the Effective Date, as further defined herein, and shall be entitled to full use of said Premises pursuant to the terms and conditions herein.

LESSEE acknowledges that at the commencement of this Lease, LESSOR has other tenants occupying or expected to be occupying the building at 7887 Bryan Dairy Road, Largo, FL, hereinafter referred to as the "Facility", of which the Premises are a part. LESSEE will occupy common ingress and egress and some common parking areas ("Common Areas") with other tenants. LESSOR may restrict LESSEE from certain Common Areas from time to time, which shall not affect access to or occupancy of the Premises.

Parking is by permit only in the Facility's East and West lots. LESSEE will comply with all Facility parking regulations.

6. TERM AND RENTAL: The initial term of this Lease shall commence upon the Rent Commencement Date, as previously defined, with rent accruing thereupon and ending eighteen months (18) later ("Term"), unless sooner terminated or later extended as provided herein.

The rental payment rates outlined in Exhibit "A" are due and payable without notice on or before the first day of each month of the Term. If the first day of the Term is any day other than the first day of any given month, rent shall be prorated and paid on the first day of the Term, followed by the first day of each month thereafter. Base Rent is subject to a 3% increase on each annual anniversary of the Rent Commencement Date.

LESSEE may terminate this Lease at any time without cause by providing thirty (30) days' written notice to the LESSOR or terminate for cause pursuant to Section 19. LESSEE is hereby granted two options (each an "Extension Option") to extend the term of this Lease for the Premises for an additional period of one (1) year each (the "Extension Term") (commencing on the first day following the expiration of the Term or the previous Extension Term) on the basis set forth in this and otherwise on all of the terms and conditions contained in this Lease, as then amended; provided, however, that (a) the Base Rent for such Extension Term shall increase by three percent (3%) as provided above. LESSEE may exercise an Extension Option by providing LESSOR with written notice of its intent to exercise an Extension Option at least ninety (90) days prior to the expiration of the Term or then current Extension Term.

7. UTILITIES: LESSOR shall ensure the Premises is provided with the following: a) heat, ventilating and air-conditioning consistent with commercially reasonable standards during normal business hours, (b) water and sanitary sewer to the Common Area Bathrooms, (c) electricity for the lighting and operation of Lessee's office machines, appliances and equipment. LESSEE shall reimburse LESSOR for utility charges monthly in the amount specified on Exhibit A, including reimbursement for LESSEE use of water, sanitary sewer services and electricity, as well as any charges related thereto, including but not limited to the

installation of adequate connecting and metering equipment The utility charge shall be increased annual by three percent (3%) on the anniversary of the Rent Commencement Date.

Every three (3) years, last commencing on December 23, 2018 to the first business day of the New Year, LESSOR will conduct required shutdown maintenance activities on the electrical switchgear and all major power distribution panels as well as maintenance on the Facility heating and air-conditioning services (“Shutdown Activities”). As a result, these utility services will not be available during the Shutdown Activities. LESSEE is responsible to make any required power/HVAC provisions to meet their individual operational requirements. LESSEE must coordinate with and obtain approval from LESSOR for LESSEE, at its sole cost and expense, to tie in any temporary utility services into the Facility services.

Notwithstanding scheduled Shutdown Activities, LESSEE may terminate this Lease in whole or in part if LESSOR supplied utilities are not being adequately supplied to all or any part of the Premises. No such termination shall be allowed if the lack of supply is for a period of less than forty-eight (48) hours; and no termination shall be allowed if the cut-off of utilities is not the fault of the LESSOR. LESSOR shall not be liable in any manner for damages to LESSEE, or for any other claim by LESSEE, resulting from any interruption in utility services unless caused solely by LESSOR and not by a utility supplier, act of God, war or strike or other incident unrelated to the LESSOR.

Repair of equipment systems or utilities due to misuse or abuse by the LESSEE will be accomplished through negotiations with the LESSOR at the cost of the LESSEE if so determined reasonably by the Parties.

8. PLANT MAINTENANCE: In addition to its rental payments, LESSEE must pay its pro rata share of administrative, maintenance and operation pass-through charges, hereinafter referred to as a “Plant Maintenance”, in the amount specified on Exhibit A attached hereto. LESSOR may adjust the Plant Maintenance charge upward or downward for the then-current year, commencing with the January payments, based on those actual administrative, maintenance and operation costs per square foot of rented space, with a maximum annual increase/decrease of five (5%) percent per annum. Detailed bills, invoices and documentation, as shall be necessary and appropriate for any analysis of such costs or expenses or reasonably requested by LESSEE, shall accompany any notice of increase. LESSOR agrees to provide LESSEE written notice of at least thirty (30) days prior to the effective date of any adjustment of factors and calculations.
9. TAXES, FEES & SPECIAL ASSESSMENTS: LESSEE covenants and agrees to pay and discharge before delinquency and penalties shall accrue thereon, its share of all tangible and intangible ad valorem taxes and assessments, including but not limited to surface water fees, due and payable during the Term of this Lease and any renewals or extensions related to its use of the Premises. LESSOR shall invoice LESSEE with an accurate accounting of the taxes, fees, and special assessments attributed to LESSEE. LESSEE shall reimburse LESSOR without notice on or before the first day of the following month.

10. SALES OR USE TAX: LESSEE (if subject to State sales tax) agrees to pay any monthly sales or use tax imposed by virtue of this Lease with said tax payment being due and payable with the monthly rental payment, including sales or use tax on the LESSEE's share of ad valorem tax, utility reimbursement, Plant Maintenance charges, and Late Payment Fees, as further defined herein.
11. LATE PAYMENT FEE: All payments, rental or otherwise, required to be made to LESSOR hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment "Late Payment Fee", calculated on a daily basis and due and payable when billed. Said payment shall be due as "additional rent" and is to compensate LESSOR administratively for having to receive and handle monies untimely paid. However, in no case shall the late payment charge be less than thirty (\$30.00) dollars.
12. ASSIGNMENT AND SUBLETTING: LESSEE shall have the right, by providing notice to LESSOR of its intent to do so, to assign or sublease this Lease. The right to assign or sublease without the LESSOR's consent as provided in the preceding sentence is personal to Raytheon Company. Any lessee, other than Raytheon Company, may assign or sublet this Lease only with the written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned.
13. ALTERATIONS AND TENANT IMPROVEMENTS: LESSEE shall make no structural change or alteration to the Premises or any part thereof without prior written consent of LESSOR, and LESSEE shall be responsible for any damages to the Premises except ordinary wear and tear. LESSEE shall pay all charges for labor; services and materials used in connection with any alterations, improvements, or repairs to the Premises undertaken by LESSEE, and LESSEE 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 LESSOR in the Premises, the Facility, or any other LESSOR property or improvements thereon. LESSEE is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the Premises, or any part thereof, and that such persons must look to LESSEE to secure payment of any bill for work done or material furnished to the LESSEE or for any other purpose during the term of this Lease. Notwithstanding, if such a lien does attach to the Premises or any other estate of LESSOR, LESSEE shall satisfy the same at its sole cost and expense.

Modifications made prior to occupancy and paid for by LESSEE, or any improvements made during the lease term shall become property of LESSOR upon termination of this Lease unless said modifications or improvements can be removed without damage or injury to the Premises, and if Lessee chooses to remove such alterations the Premises are restored to the same condition as existed prior to the alterations.

No agreement to alter, remodel, decorate, clean or improve the Premises, or the building in which the Premises are apart, has been made between LESSOR and LESSEE other than LESSOR shall allow LESSEE, at LESSEE's sole cost and expense, to reconfigure the Premises in substantial conformance with the concept plan as shown on Exhibit "A-1", hereinafter "LESSEE'S WORK." Any substantial deviation from Exhibit A-1 requires LESSOR's consent. LESSEE shall obtain any and all permits from all applicable permitting entities for LESSEE'S WORK. LESSOR shall improve the Premises as described in Exhibit "A-2", attached hereto and made a part hereof, hereinafter referred to as "LESSOR'S WORK". The Parties agree that LESSEE shall not be required to remove the improvements at the end of the Lease Term, and said improvements will become the property of LESSOR upon expiration of the Term.

14. MAINTENANCE AND SERVICES: LESSOR shall keep the Building and Premises in good repair and condition at its own expense, and shall provide maintenance services at commercially reasonable levels consistent with substantially similar spaces. LESSOR shall be responsible to provide the services described in Exhibit "D", Basic Maintenance Description for Main Building 100, attached hereto and made a part hereof.

LESSEE shall immediately give LESSOR written notice of any defects or need for repairs, after which LESSOR shall have a reasonable opportunity to repair or cure defects.

To the extent not otherwise the obligation of the LESSOR, LESSEE is responsible for all routine, non-structural repairs and maintenance within the Premise and, at its own expense, shall maintain, repair and keep the Premises in at least as good condition as when received hereunder, subject to ordinary wear and tear and loss or damage for which LESSEE is not liable hereunder. In addition, LESSEE must:

1. Maintain the Premises in a neat and sanitary condition.
2. Provide and pay for its janitorial within the Premises and trash disposal services.
3. Dispose of hazardous waste, if any, generated by LESSEE as required by law and meet local regulatory requirements.
4. Provide interior pest control service on a periodic basis.
5. Pay for its telephone and other communications medium installation and services.

15. DEPARTMENT OF ENERGY AND DEPARTMENT OF ENVIRONMENTAL PROTECTION: LESSEE acknowledges that the Facility, of which the Premises is a part, was used by the DOE and its contractor in its production of nuclear components, and accordingly has required super adequate ventilation, lighting and monitoring equipment. LESSOR and the Department of Energy (DOE) entered into a Memorandum of Agreement to Conduct Continuing Obligations to manage the implementation of associated Declaration of Restrictive Covenants that restrict the surficial aquifer (beginning at the water table below the property and extending to approximately 40 feet below the Property) to control the modification of

existing storm water management facilities, and to govern excavation and construction in restricted areas. DOE has retained the responsibility for bringing the Facility up to federal and state environmental standards. The DOE is responsible and liable for the contamination, remediation, and perpetual monitoring and reporting. The Florida Department of Environmental Protection (FDEP) is the regulatory agency that is monitoring the contamination, remediation, monitoring and reporting. An indemnification from the DOE to the site owner is in place to ensure containment and remediation continues in perpetuity or until FDEP issues the DOE a 'No Further Action' directive. The DOE's Office of Legacy Management maintains key documents and links to the long-term surveillance and maintenance plan for the site. See <https://www.lm.doe.gov/pinellas/Sites.aspx> for facts and data. By assuming this Lease, LESSEE acknowledges the Premises may be subject to remediation, if required, during or upon the conclusion of this Lease. LESSEE shall have no obligation or responsibility related to any preexisting environmental condition, however, LESSEE shall be solely responsible for operating its business from the Premises at appropriate legal and environmental standards in all other respects, except as stated hereinafter, based on the "as is" condition of the Premises assumed by LESSEE and based on LESSEE's use of the Premises. LESSEE does not assume responsibility for any remediation of any materials or any materials or substances of a nature or quantity for which DOE would be responsible or which LESSEE did not release onto the Premises.

16. **INSURANCE:** LESSEE shall provide LESSOR with evidence of required insurance coverage prior to the Commencement Date of the Lease and as the insurance is renewed during the Lease term or any extensions thereof. The minimum insurance coverage required for the full duration of the Term is set forth in Exhibit "F" attached hereto and made a part hereof.
17. **INDEMNIFICATION:** LESSEE agrees to indemnify and hold harmless LESSOR and PINELLAS COUNTY, FLORIDA, its Authority, and/or Board members, officers and employees from and against all loss or expense by reason of liability imposed by law upon LESSOR for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time, sustained by any person or persons, or damage to property, including loss of use thereof, in each case arising directly out of or in direct consequence of the use of the Premises. In addition, LESSEE agrees to indemnify and hold harmless LESSOR and the United States of America by and through the Department of Energy ("DOE"), from and against any loss, expense, claim, and penalty imposed by virtue of LESSEE's failure to comply with any environmental law, or to comply with any environmental permit to which LESSEE is subject listed in Exhibit "B" and if applicable, any environmental limitation set forth in Exhibit "C", except to the extent that any of the foregoing shall have been occasioned by the acts or omissions of LESSOR or the DOE.

Nothing herein shall be construed as a waiver of LESSOR's sovereign immunity as limited by §768.28, Florida Statutes.

18. RISK OF LOSS AS TO PERSONAL PROPERTY: All property of any kind of LESSEE that may be on the Premises during the continuance of the Lease, including but not limited to equipment, furniture and furnishings owned by LESSEE, shall be at the sole risk of LESSEE. LESSEE shall be solely responsible for any damage or injury to any person or property caused by the presence of LESSEE's personal property on the Premises or Facility.
19. ACCESS TO PREMISES: LESSOR shall have the right to enter and inspect the Premises and the operations being conducted thereon at any reasonable time after notice and in the presence of the LESSEE, in order to inspect, conduct tests upon the same, or make repairs to the Premises or to any property owned or controlled by LESSOR therein. Such repairs shall not interfere with LESSEE's business except as naturally necessitated by the nature of the repairs. Also, LESSOR and DOE shall have the right to enter and inspect the Premises and the operations conducted thereon at any time in response to any reported or suspected spill or release of hazardous materials. If circumstances allow, such right of entry shall be after notice and in the presence of the LESSEE for inspecting, conducting tests upon the same, or commencing cleanup operations in the event of a spill or release. Notwithstanding anything herein to the foregoing, LESSOR agrees to abide, and cause all of its employees, agents and contracts to abide by the security requirements of LESSEE and its government customers.

This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Facility, Building 100 and Premises, or any portion thereof, and to the right of LESSOR to grant such additional easements and rights of way over, across, in, and upon the Premises as LESSOR shall determine to be in the public interest or as required to be granted to the Department of Energy (DOE) provided that any such additional easement or right of way shall not unreasonably interfere with LESSEE's right of peaceful occupancy.

20. DEFAULT: The Parties covenant and agree that, if either party shall violate any of the covenants of this Lease, then the other party shall provide written notice to the defaulting party and the defaulting party shall have twenty (20) business days from receipt of notice to correct such default provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such twenty (20) business day period, the defaulting party shall, within twenty (20) business days of such notice commence such cure, and thereafter diligently pursue such cure to completion. If the LESSEE fails to correct any default within said period, then LESSOR may terminate this Lease and re-enter and retake the Premises by process of law, or LESSOR may, at its option, exercise any and all other rights and remedies it may have under the laws of the State of Florida.

If LESSOR fails to correct any default within said period, then the LESSEE may terminate this Lease and shall be entitled to all remedies available in law and equity. 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 of either party.

21. DESTRUCTION OF PREMISES: If the Premises herein are partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of LESSOR. If LESSOR is obligated to make the repairs, said repairs shall be made promptly, except that, if LESSOR is unable to obtain budgeted and appropriated funds to effect the repairs, then LESSOR may terminate this Lease without penalty or expense. However, any rents or other payments shall be prorated as of the effective date of such termination and refunded to LESSEE or paid to LESSOR as the case may be.

If the Premises is totally damaged or rendered wholly untenable by fire or other casualty, LESSOR shall promptly restore or rebuild the same and rent shall abate until restoration or rebuilding are completed. The damages shall be repaired by and at the expense of LESSOR, unless such fire or other casualty was caused solely by the act or omission of LESSEE, in which case the LESSEE shall promptly restore or rebuild the same at its sole expense and rent shall not abate. However, in the case of LESSOR's obligation to restore or rebuild the Premises, if totally damaged or rendered wholly untenable by fire or said other casualty, and the Premises cannot be restored or rebuilt within thirty (30) days, LESSEE shall have the right and option of terminating this Lease as of the date of such casualty or cause within thirty (30) days thereafter by giving written notice to LESSOR, and any rents or other payments shall be prorated as of the effective date of such termination and refunded to LESSEE or paid to LESSOR as the case may be.

22. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises so taken destroys the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the LESSEE shall have the right either to terminate this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term.

23. OBSERVANCE OF LAWS: LESSEE 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 along with all Pinellas County and/or the Facility rules, regulations and requirements. All additions, alterations, installations, partitions, or changes shall be in full compliance with the authorities.

24. RELATIONSHIP OF THE PARTIES & CONSTRUCTION OF LEASE TERMS: 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 rent, nor any other provision contained herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Any reference to time periods less than seven (7) days, in the computation thereof, exclude Saturdays, Sundays, County and legal holidays, and any time period herein that ends on a Saturday, Sunday, County or legal holiday shall extend to 5:00pm on the next full business day.

25. NOTICES: Unless LESSEE is notified otherwise in writing by LESSOR, all notices and rental checks given to LESSOR hereunder shall be forwarded to LESSOR at the following address:

Dept. of Administrative Services
Facilities and Real Property Division
Attn: STAR Center
509 S. East Avenue, Clearwater, FL 33756

Unless LESSOR is notified otherwise by LESSEE, all notices given to LESSEE hereunder shall be forwarded to LESSEE at the following address:

Raytheon Company
870 Winter Street
Waltham, MA 02451
Attn: Corporate Real Estate

With a copy to the Premises

All such notices shall be forwarded to the above addresses either by certified first class mail, nationally recognized overnight courier or email, if provided.

26. SUBORDINATION: LESSOR reserves the right to sell, assign, transfer, mortgage or convey all rights it may have in the building, the Premises or this Lease, and to subject this Lease to the lien of any mortgage now or hereafter placed upon the building or the Premises. However, the subordination of this Lease to any mortgage hereafter placed upon the building or the Premises shall be upon the express condition that this Lease is recognized by LESSOR's mortgagee and that the rights of LESSEE hereunder shall remain in force despite any default in performance of LESSOR, or foreclosure proceedings with respect to any such mortgage, provided LESSEE is not in material default in any of its obligations hereunder. Upon the request

of LESSOR and subject to the foregoing terms and conditions, LESSEE shall execute any and all instruments deemed by LESSOR necessary or advisable to subject and subordinate this Lease, and the rights given LESSEE by this Lease, to such mortgages, as described above. Any sale by LESSOR of the Facility or LESSOR's interest under this Lease shall release and discharge LESSOR from all further obligations under this Lease, provided that the purchaser of the Facility or LESSOR's interest under this Lease shall recognize this Lease and that the rights of LESSEE hereunder shall remain in force and the obligations of LESSOR shall be assumed in full by the new owner, despite such sale.

27. FISCAL FUNDING: In the event funds are not appropriated by or on behalf of LESSOR in any succeeding fiscal year for purposes described herein, thus preventing LESSOR from performing its contractual duties, this Lease shall terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense of the LESSOR. LESSOR agrees to give as much advanced prior written notice of such termination to the LESSEE as possible.

28. HAZARDOUS SUBSTANCES: With respect to LESSOR's and other third Parties' use of the Premises prior to this Lease, LESSOR represents and warrants to LESSEE that to the best of its knowledge, at the commencement of the Lease, the Premises are in compliance with all federal, state and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal or transportation of any hazardous materials ("Hazardous Substance Laws"), including, without limitation, oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive corrosive, contaminating or polluting materials ("hazardous substances") which are now or in the future subject to any governmental regulations. However, Building 100's (Subslab) upon which the Premises is situated may not be in compliance with the above-referenced laws, and the Premises themselves may be out of compliance with respect to specific environmental issues, due to the activities of LESSOR's predecessor in interest, the Department of Energy (DOE). Under 42 U.S.C. § 9620(h), the DOE remains responsible for any and all such decontamination and environmental remediation obligations. The extent of storage activities and contamination events known to the DOE at the time of its transfer of the underlying site to LESSOR is disclosed in that certain Contract for Sale and Purchase between those Parties dated the 7th day of March 1995, LESSEE acknowledges that it will look to the DOE and LESSOR for any relief in the event such contamination may affect LESSEE's occupancy of the Premises. LESSEE acknowledges that it will be solely responsible for testing and maintaining the interior of the Premises with respect to environmental issues associated with the Premises. This obligation shall run to both the DOE and the Pinellas County Industrial Development Authority, and shall specifically survive the termination of this Lease.

LESSOR shall provide LESSEE with full disclosure and access to all relevant records and documentation related to the testing, cleanup, decontamination, and certification relative to

hazardous substances related to the past use by DOE and to work being performed by the Lockheed Martin Company under contract to the DOE and full disclosure of relevant records and documentation provided to Pinellas County by the independent consultant retained by Pinellas County to review and certify the work. Based on the information disclosed, LESSEE will arrive at an independent evaluation that occupancy of the Premises will not represent a risk to LESSEE's employees or visitors.

LESSOR shall promptly give LESSEE 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 LESSOR has actual knowledge, not already disclosed hereinabove. If LESSOR learns, or becomes notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, LESSOR shall promptly take all necessary remedial actions, or if applicable, demand that any other tenant of the site take all necessary remedial actions, in accordance with applicable environmental laws. If hazardous substances found on the Property pose a health risk to LESSEE's employees, in LESSEE's sole judgment, LESSEE shall have the right to terminate this Lease immediately without further liability hereunder, other than the obligation to pay prorated Rent up to the day of termination.

Likewise, LESSEE shall notify LESSOR of any investigation of the Premises by any governmental agency with respect to air quality and environmental issues, in which case LESSEE shall have the right to terminate this Lease immediately without further liability hereunder.

Except with respect to substance or conditions described as exceptions below, LESSEE shall give written notice to LESSOR within ten (10) business days after the date on which LESSEE learns or first has reason to believe that:

- A. Other than de minimis amounts used in ordinary office and cleaning supplies, there has or will come to be located on or about the Premises any hazardous substance. Notwithstanding this provision, LESSEE shall also comply with the statutorily required thirty (30) day notice under the Federal Clean Air Act to the Florida Department of Environmental Protection and the thirty (30) day notice under the Federal Clean Water Act to the Pinellas County Utilities Department, when materials are brought on site which could impact the release limits of either act, and will also give the same thirty (30) day notice to LESSOR. LESSOR will notify DOE as soon as reasonably possible and in compliance with all applicable laws and regulations and contractual obligations.
- B. Any release, discharge or emission of any hazardous substance has occurred at some time in the past during the term of this Lease on or about the Premises. In the event of any new release, discharge or emission of any hazardous substance, immediate notification shall be given to LESSOR telephonically, by facsimile transmission, or in person, followed by a written notification. "Immediate notification" shall be deemed to be, to the extent reasonably practicable, within one (1) business day of the LESSEE's discovery of the event or condition. LESSOR will notify DOE of the occurrence as soon as reasonably possible and in compliance with all applicable laws and regulations and contractual obligations.

C. Any: (a) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against the LESSEE, LESSOR, or any third party or with respect to the Premises pursuant to any Hazardous Substances Laws; or (b) claim has been made or threatened by any person or entity against LESSEE, LESSOR or any third party, related to the Premises on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises of any hazardous substance; or (c) report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any hazardous substance on the Premises. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communication that is in the possession of or is reasonably available to the LESSEE.

If either LESSOR or a tenant of LESSOR is responsible for the cleanup of any contamination of the Premises, the responsible entity shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other clean-up of the Premises required by Hazardous Substance Laws.

As used in this Section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C Section 9601 (CERCLA) and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, PFAS (Per- and Polyfluoroalkyl substances), and radioactive materials. As used in this Section, "Environmental Law" means federal and State of Florida laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection, including but not limited to CERCLA, RCRA, and the Federal Clean Air and Clean Water Acts.

It is the intent of this Section to place responsibility for contamination clean-up on the LESSEE only if said contamination is caused or to the extent exacerbated by the LESSEE or its agents.

29. SURRENDER AT END OF TERM: Upon the expiration of the Term hereof or the sooner termination of this Lease, LESSEE agrees to surrender and yield possession of the Premises to LESSOR, peacefully and without notice, and in the same good order and condition as it was delivered, broom clean condition. Further, LESSEE shall be responsible for any damages to the Premises, subject to such ordinary wear and tear and reasonable use thereof.
30. SUCCESSORS AND ASSIGNS: The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable.
31. 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.

32. SEVERABILITY: If any covenant, term, or provision of this Lease is held to be invalid or unenforceable, the remaining portions will remain valid and in force to the fullest extent permitted by law.
33. GOVERNING LAW: This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. Venue shall be in Pinellas County, Florida, or nearest location having jurisdiction.
34. ENTIRE AGREEMENT: This Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and 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.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have hereunto executed this Lease Agreement as of the date first written above.

WITNESS:

LESSEE
RAYTHEON COMPANY

Rhonda Wolfe

By: Jerry A. Cellucci
Print Name: Jerry A. Cellucci
Title: Senior Director - Corporate Real Estate

Sam M. Bhol

Date: December 24, 2019

WITNESSES:

LESSOR
PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY
d/b/a PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

Richard M. Cucullo

Christine Lenten

By: Joe Lauro Dir Admin Svs
Joseph Lauro, Director

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

**EXHIBIT A
RENTAL RATE**

Effective Date: TBD
Young-Rainey Star Center
Area 135
3,718 Square Feet (SF)

Initial Rental Rate:

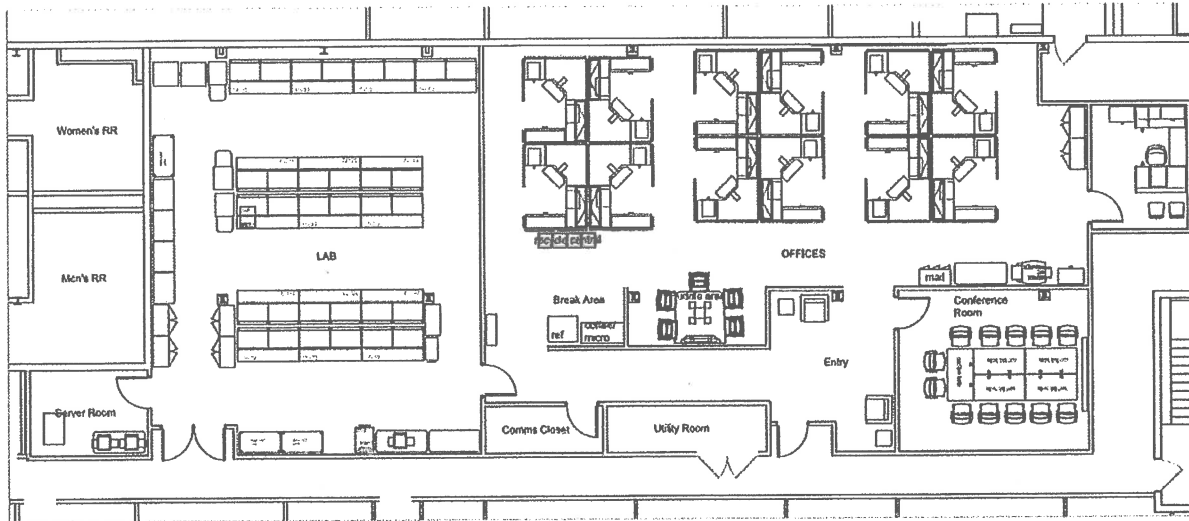
	SF	Annual Rate
Base Rent ⁽¹⁾⁽⁴⁾	\$ 6.42	\$23,869.56
Utility charges ⁽²⁾⁽⁴⁾	3.85	\$14,314.30
Plant Maintenance charge ⁽³⁾⁽⁴⁾	5.23	\$19,445.14
Ad Valorem Tax and Assessments ⁽⁵⁾⁽⁴⁾	invoiced annually	
Total Per Square Foot:	\$ 15.50	3,718 \$57,629.00

Total Square Footage:	3,718
Yearly Rental Amount:	\$ 57,629.00
Monthly Payment:	\$ 4,802.42
Taxes (6.5%) as of 1/1/20	\$ 312.16
Total Monthly Payment:	\$ 5,114.58

Notes:

1. Subject to increase as provided in Section 5 of this Lease.
2. Subject to adjustment as provided in Section 6 of this Lease.
3. Subject to adjustment as provided in Section 7 of this Lease.
4. Subject to sales tax as provided in Section 9 of this Lease.
5. Ad Valorem Tax and Assessments are invoiced annually as provided in Section 8 of this Lease. The first year estimated cost is .30psf.

**EXHIBIT A-1
LESSEE'S WORK**



 **PARTIAL FLOOR PLAN**
SCALE: 1/8" = 1'-0"

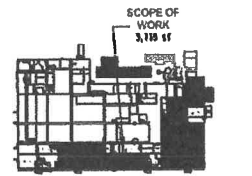


EXHIBIT "A-2"
LESSOR'S WORK

LESSOR shall be responsible for procuring asbestos, lead paint, and mold pre-renovation assessments within the space and for any necessary remediation work as of a result of such assessments prior to performance of LESSEE'S WORK.

**EXHIBIT “B”
FACILITY ENVIRONMENTAL PERMITS**

<u>PERMIT TITLE</u>	<u>PERMIT NUMBER</u>
Industrial Wastewater Discharge Permit* (Pinellas County Sewer System)	IE-3002-Series
NPDES Storm Water Permit (MSGP)	FLRO5G46B
Environmental Resource Permit	52-01550203-Series
Food Service Grease Trap	FSF-0188-Series

* The Pinellas County Utilities Industrial Pretreatment Program (PC-IPP) is required to identify and evaluate all non-domestic sources of wastewater entering the County’s wastewater treatment facilities, in accordance with the United States Environmental Protection Agency and the Florida Department of Environmental Protection regulations as well as the Pinellas County Code Part II, Chapter 126, Article IV, Sec. 126-308. More information can be found at <http://www.pinellascounty.org/utilities/industrial-pretreatment.htm>. To accomplish this, all tenants/commercial users discharging to the Young-Rainey STAR Center sewer system are required to complete and submit a Pinellas County Utilities Pretreatment Program Industrial User Survey found here: http://www.pinellascounty.org/utilities/PDF/industrial_user_survey.pdf.

EXHIBIT "C"
LIMITS OF OPERATION WITHIN PREMISES

- A. Permit Requirements - LESSEE will do nothing in violation of the regulatory agency permit requirements listed in Exhibit "B" of this Lease, and any amended or replacement permits obtained by LESSOR which apply to LESSEE's operations. Any permits, permit application fees, regulatory monitoring requirements or any other requirements necessary to comply with any permitting requirements to support the operation of the LESSEE is the sole responsibility of LESSEE.
- B. Tracking Hazardous Materials - LESSEE agrees to limit the types and quantities of hazardous materials used at the Premises, and is required to log and account for all hazardous materials. In the event contamination is identified on the Premises or any Common Area on site used by LESSEE, these records will be used to assist in determining the responsible tenant. The United States Government has agreed to retain responsibility for cleanup of contaminants identified in the future to the extent there is no evidence that the contaminants resulted from activities conducted by the LESSEE, other tenants on site, or LESSOR. LESSEE shall remain responsible for complying with all state and federal laws involving tracking and reporting the presence of its hazardous materials used at the Premises by LESSEE, including but not limited to Material Safety Data Sheet (MSDS) requirements.
- C. Reporting of Hazardous Material Shipments - LESSEE agrees to provide legible copies of all manifests for hazardous material shipped out of the Premises by LESSEE during each calendar year. Copies of all manifests, if any, are due in LESSORS' office by January 5 of each year for shipping activity during the previous year.

EXHIBIT "D"
BASIC MAINTENANCE DESCRIPTION FOR MAIN BUILDING

Corrective and preventive maintenance, repairs or replacements will be provided by the LESSOR as part of the Lease including maintenance, repair or replacement of Facility equipment, HVAC, all mechanical and electrical systems and safety systems.

LESSOR will perform all maintenance external to the Building including all structural components of the Building, all grounds maintenance, roof patching, repair or replacement, and care of the building surfaces such as wall repairs or paint. Notwithstanding Shutdown Activities described herein, utility and electrical repairs to facility-related equipment will be performed as needed within a reasonable time.

LESSOR will provide repairs and basic upkeep for electrical panels and switchgear within the Premises; however, electrical repairs, connections, modifications or alterations associated with equipment specifically serving the LESSEE will not be included.

LESSOR will repair and provide preventive maintenance of mechanical systems such as air handling units, interior or exterior to the building structure, unless specifically owned by LESSEE, smoke ventilation systems, potable water piping serving restroom facilities, and sanitary drainage systems.

LESSOR shall ensure Common Area lighting is in good operational condition.

LESSOR shall ensure emergency lighting and critical safety equipment is maintained as specified by code, including sprinkler and fire protection systems, emergency lighting, illuminated exit signs at proper locations, panic hardware, and installation and maintenance of fire extinguishers in Common Areas.

LESSOR will provide janitorial service within the Common Area of Building 100.

LESSOR shall provide all landscaping, parking lot sweeping, and repair and maintenance of the parking lots and Common Area in a commercially reasonable manner.

EXHIBIT "E"
FACILITY CONDITION REPORT - BUILDING 100

LESSEE has examined, knows, and accepts the condition and state of repair of the Premises and the installation of which it forms a part, and acknowledges that except as set forth herein, except as specifically provided in the Lease, LESSOR has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all agreements made and entered into between LESSEE and LESSOR.

LESSOR has provided LESSEE with all current information concerning environmental conditions on the Premises. Such information is and has been readily available in the STAR Center Administrative office at 7887 Bryan Dairy Road, Ste. 120, Largo, FL 33777.

EXHIBIT “F”
INSURANCE REQUIREMENTS

The following insurance requirements are included in this Lease:

1. The LESSEE shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to LESSOR at the Young – Rainey STAR Center, 7887 Bryan Dairy Road, Suite 120, Largo, FL 33777 of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by LESSOR, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements, (upon request by LESSOR). The Certificate Holder should be “Pinellas County Economic Development Authority and Pinellas County, Florida”. The insurance requirements shall remain in effect throughout the term of the Lease.

a. Workers' Compensation Limits as required by law; Employers' Liability Insurance of not less than \$500,000 for each accident.

b. Commercial General/Business Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death of not less than \$1,000,000, each occurrence; and property damage of not less than \$1,000,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage on personal property leased to LESSEE by LESSOR and/or the United States Department of Energy shall be of not less than the Personal Property Book Value of that property, over and above the personal property coverage cited in this Section above. Coverage shall be on an “occurrence” basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

EXHIBIT "F", continued
INSURANCE REQUIREMENTS

2. Each insurance policy shall include the following conditions by endorsement to the policy:
 - a. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be provided to Pinellas County Risk Management, at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the LESSEE or their agent prior to the expiration date. A copy shall be sent to the Director of the Young - Rainey STAR Center at 7887 Bryan Dairy Road, Suite 120, Largo, FL 33777. The LESSEE shall also notify LESSOR, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the LESSEE from their insurer; and nothing contained herein shall absolve the LESSEE of this requirement to provide notice.
 - b. Companies issuing the insurance policy, or policies, shall have no recourse against LESSOR and/or COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the LESSEE.
 - c. The LESSOR/COUNTY shall be endorsed to the required policy or policies as an additional named insured. The LESSOR "COUNTY", and/or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the County and all individual members, officers, and employees thereof in their official capacities, and/or while acting on behalf of the LESSOR and/or PINELLAS COUNTY.
 - d. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the LESSOR/COUNTY, to any such future coverage, or to the LESSOR/COUNTY's Self-Insured Retentions of whatever nature.
 3. The LESSEE hereby waives subrogation rights for loss or damage against LESSOR.

EXHIBIT "G"

**LESSEE'S ACCEPTANCE CERTIFICATE
("Rent Commencement Date")**

Pinellas County Industrial Development Authority
d/b/a Pinellas County Economic Development Authority
c/o Dept. of Administrative Services
Facilities and Real Property Division
Attn: STAR Center
509 S. East Avenue, Clearwater, FL 33756

Re: Lease Agreement dated _____, 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, hereinafter referred to as "LESSOR", and Raytheon Company, a Delaware corporation, hereinafter referred to as "LESSEE."

In accordance with the terms and conditions of the Lease, LESSEE accepts possession of the Premises, acknowledges that the Premises is suitable for LESSEE's permitted use, and agrees to the following:

The LESSEE Improvements have been substantially completed on _____, which shall hereinafter be the Rent Commencement Date" as defined in the Lease Agreement.

The Expiration Date of the initial Term is _____.

The Parties acknowledge LESSEE's acceptance of possession and agreement to the terms set forth above by signing below.

LESSEE and/or LESSEE'S Designated Representative

By: _____

Print: _____

Date: _____

LESSOR and/or LESSEE'S Designated Representative

By: _____

Print: _____

Date: _____

