



HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 6 TO LEASE AGREEMENT FOR OPERATION OF AUTOMATIC TELLER MACHINES LANDSIDE AND AIRSIDE BUILDINGS

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

COMPANY: Truist Bank
Attn: Lease Administration
101 N. Cherry Street, Suite 710
Winston-Salem, NC 27101
Re: Property ID #401912

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 6 TO LEASE AGREEMENT FOR OPERATION OF
AUTOMATIC TELLER MACHINES LANDSIDE AND AIRSIDE BUILDINGS

THIS AMENDMENT NO. 6 to the Lease Agreement for Operation of Automatic Teller Machines Landside and Airside Buildings dated January 10, 2002, is made and entered into this _____ day of June, 2022 by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Authority), and Truist Bank, a North Carolina banking corporation, authorized to do business in the State of Florida (Lessee).

WITNESSETH:

WHEREAS, SunTrust Bank (SunTrust) entered into an Office Sublease with CCMH Tampa AP LLC d/b/a Tampa Airport Marriott Hotel dated June 27, 1995 (Marriott Contract) to provide banking services at the Tampa International Airport hotel; and

WHEREAS, as an incentive for SunTrust to provide the banking services at Tampa International Airport (Airport) under the Marriott Contract, Authority entered into a Letter Agreement with Marriott and later a Lease Agreement for Operation of Automatic Teller Machines Landside and Airside Buildings at Tampa International Airport with SunTrust dated January 10, 2002 (Lease) for the purpose of installing, operating and maintaining Automatic Teller Machines (ATMs) in certain locations at Tampa International Airport; and

WHEREAS, on March 4, 2004, Amendment No. 1 to the Lease extended the Term to June 30, 2007 to run concurrently with the Marriott Contract, revised the ATM locations by revision to Exhibit B without formal amendment to the Lease to add the requirement of a transaction report, and updated insurance and compliance requirements; and

WHEREAS, in 2007, Amendment No. 2 to the Lease extended the Term for a period of five years to terminate June 30, 2012, with an optional five-year extension to run concurrently with the Marriott Contract, increased the Premises Rental, and revised Exhibit B and references to Exhibits in the Lease and Amendment No. 1; and

WHEREAS, in 2012, Amendment No. 3 to the Lease extended the Term to June 30, 2017, increased the Premises Rental, revised the ATM locations, deleted Exhibit B and replaced with separate Exhibit A and Exhibit B, approved a change to the customer usage fee to \$2.95, deleted the exclusivity provision in the Agreement at Article 1.1, and added Article 40, Non-Exclusivity and

Article 41, End of Term Transition; and

WHEREAS, in 2012, Amendment No. 4 to the Lease added personnel and security badging requirements; and

WHEREAS, in 2017, Amendment No. 5 to the Lease extended the end date of the Lease to June 30, 2022, to run concurrent with the Marriott Contract, increased the transaction fee charged by SunTrust to \$3.25, increased the Minimum Annual Privilege Fee, deleted the Percentage Fee and Excluded Transactions, and updated Article 41, End of Term Transition; and

WHEREAS, in 2021, Authority consented to the merger transaction between SunTrust and Truist Bank to properly update all related Lease documents; and

WHEREAS, this Amendment No. 6 extends the Term of the Lease to run concurrently with the Marriott office sublease, modifies the Premises Rental provision, adds other required contractual language, and consolidates existing Exhibits A and B with revised Exhibit A, ATM Locations.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Lease is amended as follows:

1. ARTICLE 2, TERM, Section 2.2, Term, is deleted in its entirety and replaced with the following:

The Term of this Lease will commence on January 1, 2002 and will run concurrently with the Marriott Contract unless terminated earlier as provided herein (Term). This Lease is contingent on Lessee having such a lease and will automatically terminate at such time as the Marriott Contract terminates.

2. ARTICLE 6, RENTAL, Section 6.1, Premises Rental, is deleted in its entirety and replaced with the following:

Effective July 1, 2022, Lessee will pay as listed below for the nine (9) ATM locations specified in Exhibit A, attached hereto and incorporated herein by reference.

- A. Minimum Annual Privilege Fee (MAPF) of \$371,418 per year for each year of the Lease Term, subject to a two percent (2%) annual increase.
- B. Payment of Fees
- C. One twelfth (1/12) of Lessee's MAPF will be paid to the Authority in monthly installments, in advance and without demand, on or before the first day of each calendar month beginning on July 1, 2022. For any period of less than one calendar month that this Lease shall be in effect, the MAPF will be calculated on a pro rata basis.

Authority may determine the need for additional ATM locations. Such new location(s) will be added by way of amendment to this Lease to be executed by Authority Chief Executive Officer and a duly authorized representative of Lessee, with such amendment including any additional payment of MAPF as a result of such new location(s).

D. Lessee's payment of all amounts due under this Lease may be made by automated clearinghouse ("ACH"), or by wire transfer, at Lessee's election. Authority shall provide to Lessee a duly executed Form W-9, and a standard ACH. Authority agrees to provide its wire transfer information as requested by Lessee for the payment of all amounts due under this Lease. However, the failure of Authority to perform any obligations in this Article does not exclude Lessee from timely remittance of payment for all sums due under this Lease.

3. ARTICLE 17, INSURANCE, is deleted in its entirety and replaced with the following:

Lessee must maintain the following limits and coverages uninterrupted or amended through the Term of this Lease. In the event the Lessee becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Lease will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Lease.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to this Lease will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on

behalf of, the Lessee under this Lease or the use or occupancy of Authority premises by, or on behalf of, the Lessee in connection with this Lease. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

- C. Business Automobile Liability Insurance
Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Lease are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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- D. Waiver of Subrogation
Lessee, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Lease, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Lessee.

- E. Conditions of Acceptance

The insurance maintained by the Lessee must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com
> Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

4. ARTICLE 32, NOTICES AND COMMUNICATIONS, is amended to permit notices to be sent by

both Parties by electronic mail and to change the notice address for Lessee to the following:

To Lessee: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Email: RealEstateServices-LeaseAdministration@truist.com
 Re: Property ID #401912

5. ARTICLE 33, AUTHORITY APPROVALS, is deleted in its entirety and replaced with the following:
Except as otherwise indicated elsewhere in this Lease, wherever in this Lease approvals are required to be given or received by Authority, it is understood that Authority Chief Executive Officer or designee is hereby empowered to act on behalf of Authority.
6. Exhibit A, ATM Locations, is hereby deleted and replaced with revised Exhibit A, ATM Locations, attached hereto and incorporated herein.
7. Exhibit B, ATM Locations, is hereby deleted from the Lease and all references to it in the Lease are deleted.
8. Except as provided herein, all other terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed. The Lease, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Truist Bank

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Truist Bank

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

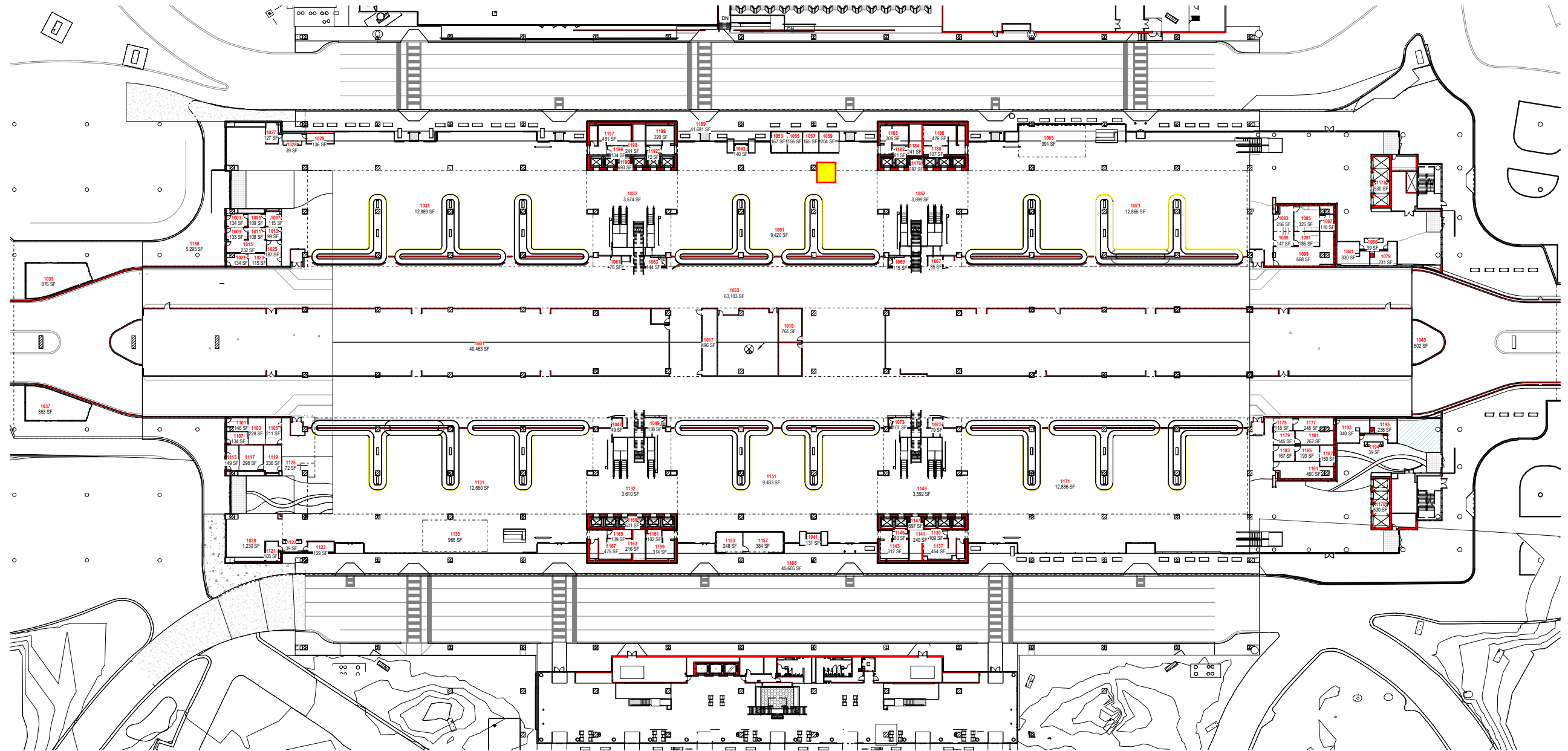
Personally Known OR Produced Identification

Type of Identification Produced

EXHIBIT A: ATM LOCATIONS

LANDSIDE TERMINAL- BAGGAGE CLAIM LEVEL

TPA-001



 ATM

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 1" = 40'-0"

SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS

LANDSIDE TERMINAL- TICKETING LEVEL

TPA-002



ATM

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 3/64" = 1'-0"

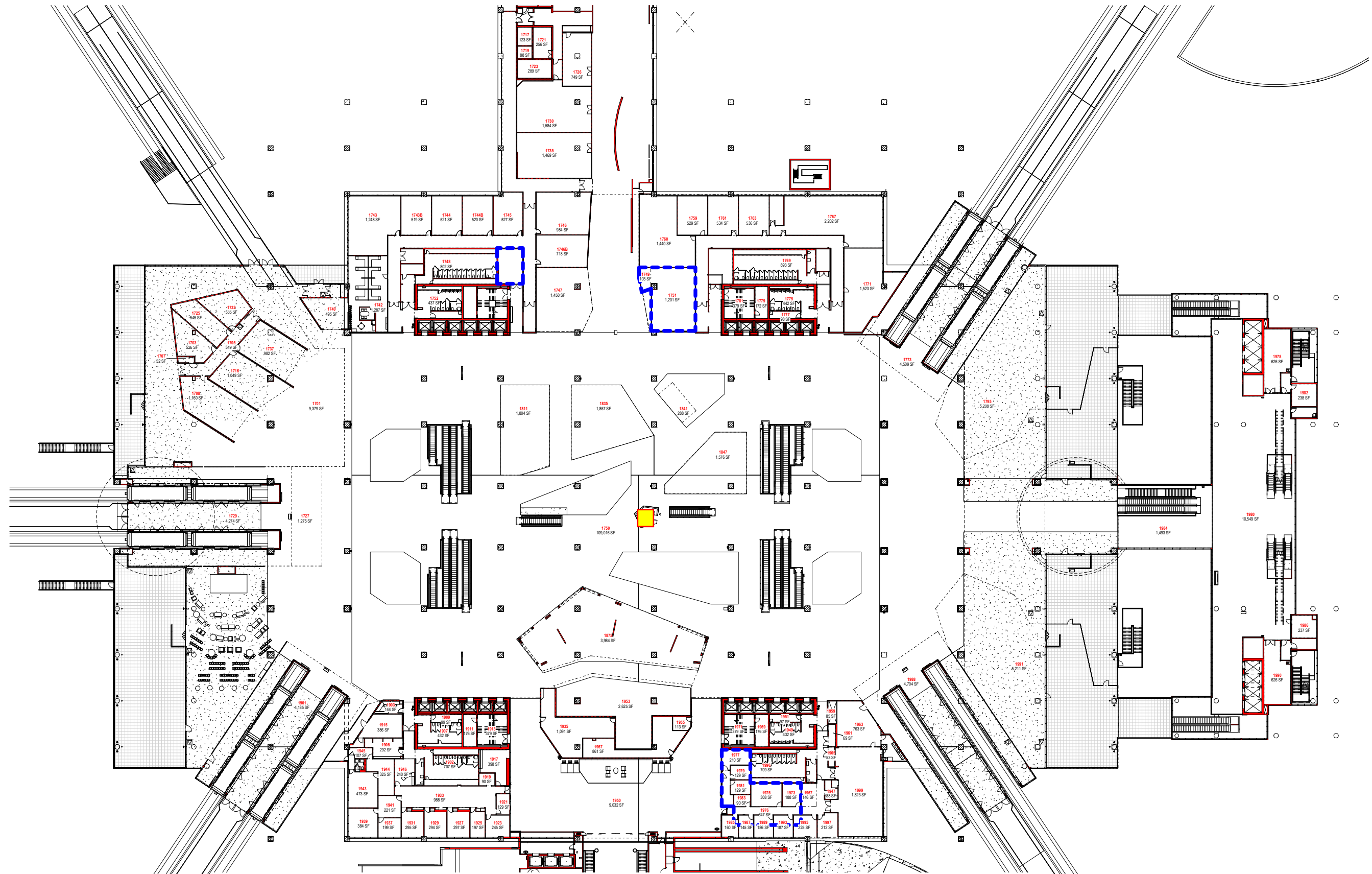
SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS

LANDSIDE TERMINAL- TRANSFER LEVEL

TPA-003



ATM

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 1/32" = 1'-0"

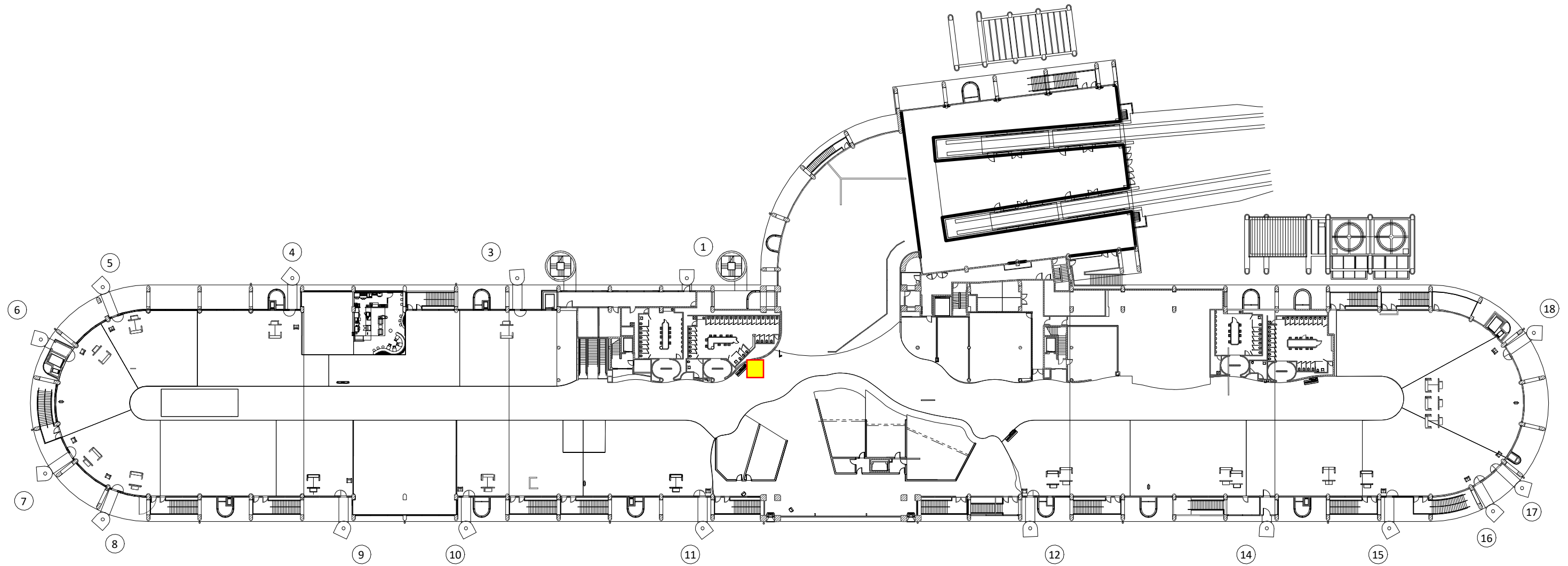
SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS

BOARDING LEVEL

TPA-AA-002



■ ATM

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 1" = 30'-0"

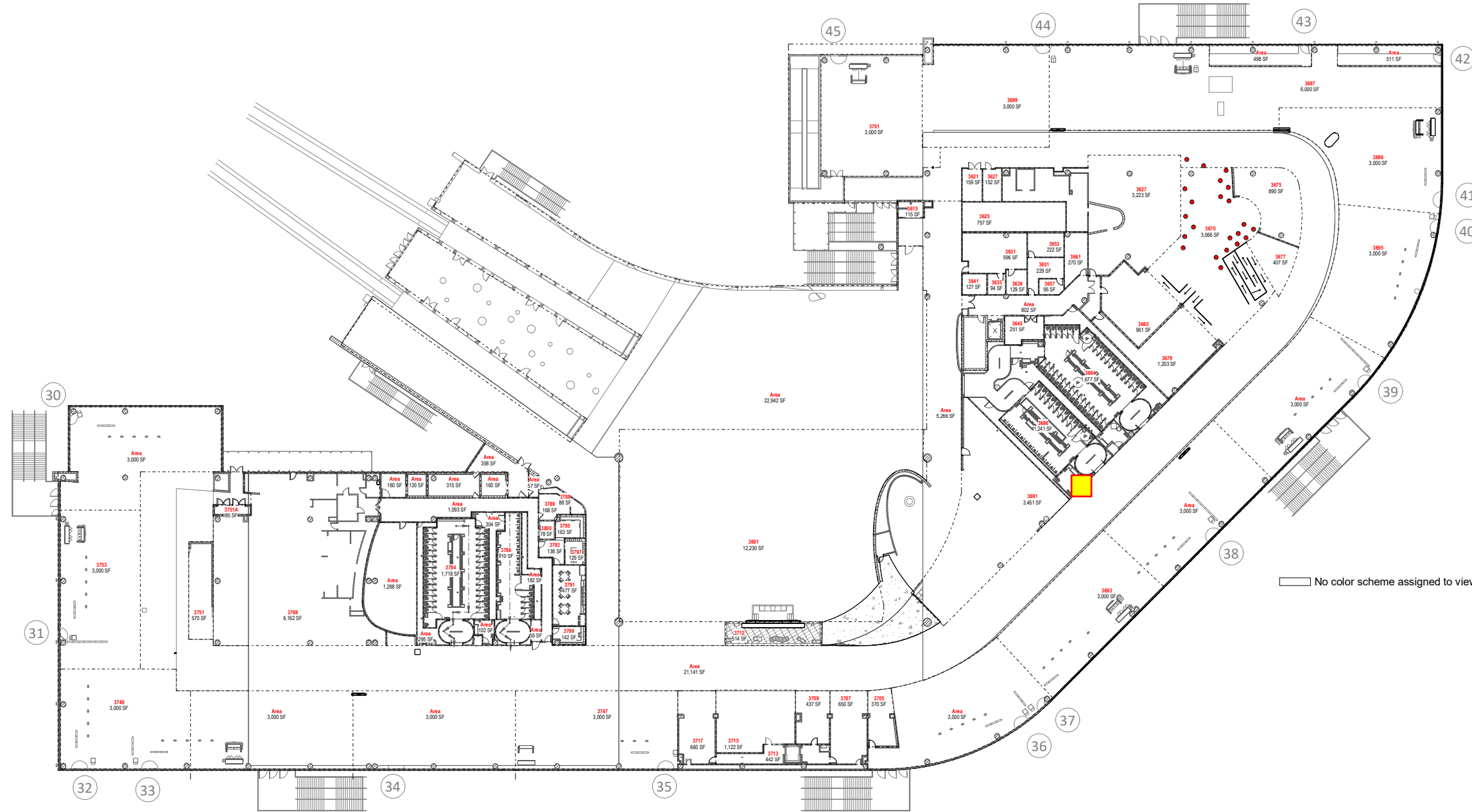
SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS

AIRSIDE C - BOARDING LEVEL

TPA-002



ATM

*** RE - BOARDING LEVEL - AREA CALCULATION**

Real Estate Category	Area
	3,395 SF
	53,690 SF
Airline Vacant	95 SF
Alaska	451 SF
Concessions	20,930 SF
HCAA	804 SF
Hold Room	15,000 SF
Other Mechanical	215 SF
Other TSA	820 SF
Restroom	5,546 SF
Seating	3,066 SF
Southwest	34,048 SF
TSA	12,230 SF
	150,289 SF

*** CC - BOARDING LEVEL - AREA CALCULATION**

Cost Center Category	Area
	3,395 SF
	28,302 SF
HCAA	115 SF
Hold Room	15,001 SF
Holdroom	33,000 SF
Other / Non Paid	251 SF
Public Space	32,863 SF
Rentable	25,134 SF
TSA	12,230 SF
	150,289 SF

HILLSBOROUGH COUNTY AVIATION AUTHORITY

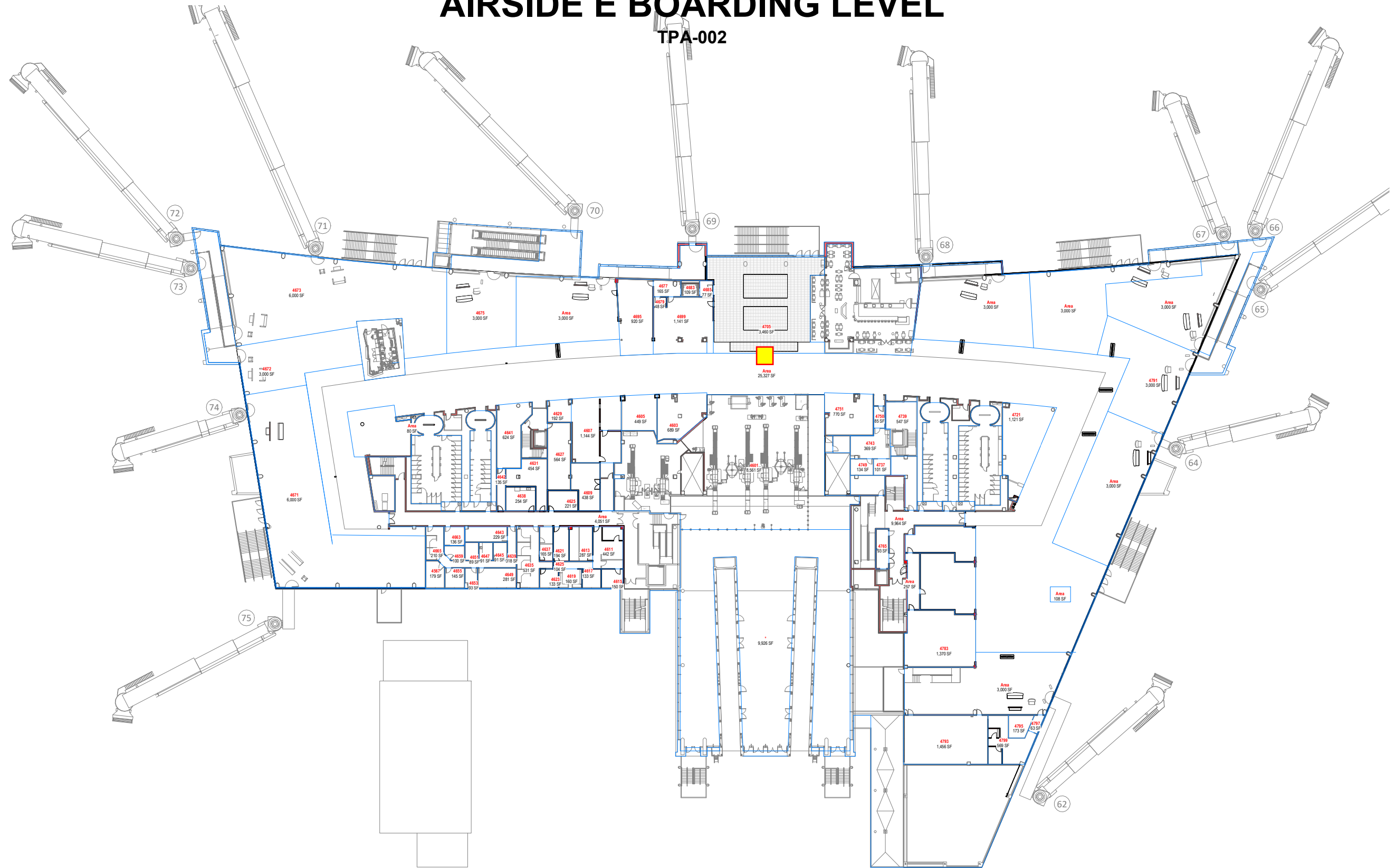
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SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS AIRSIDE E BOARDING LEVEL

TPA-002



ATM

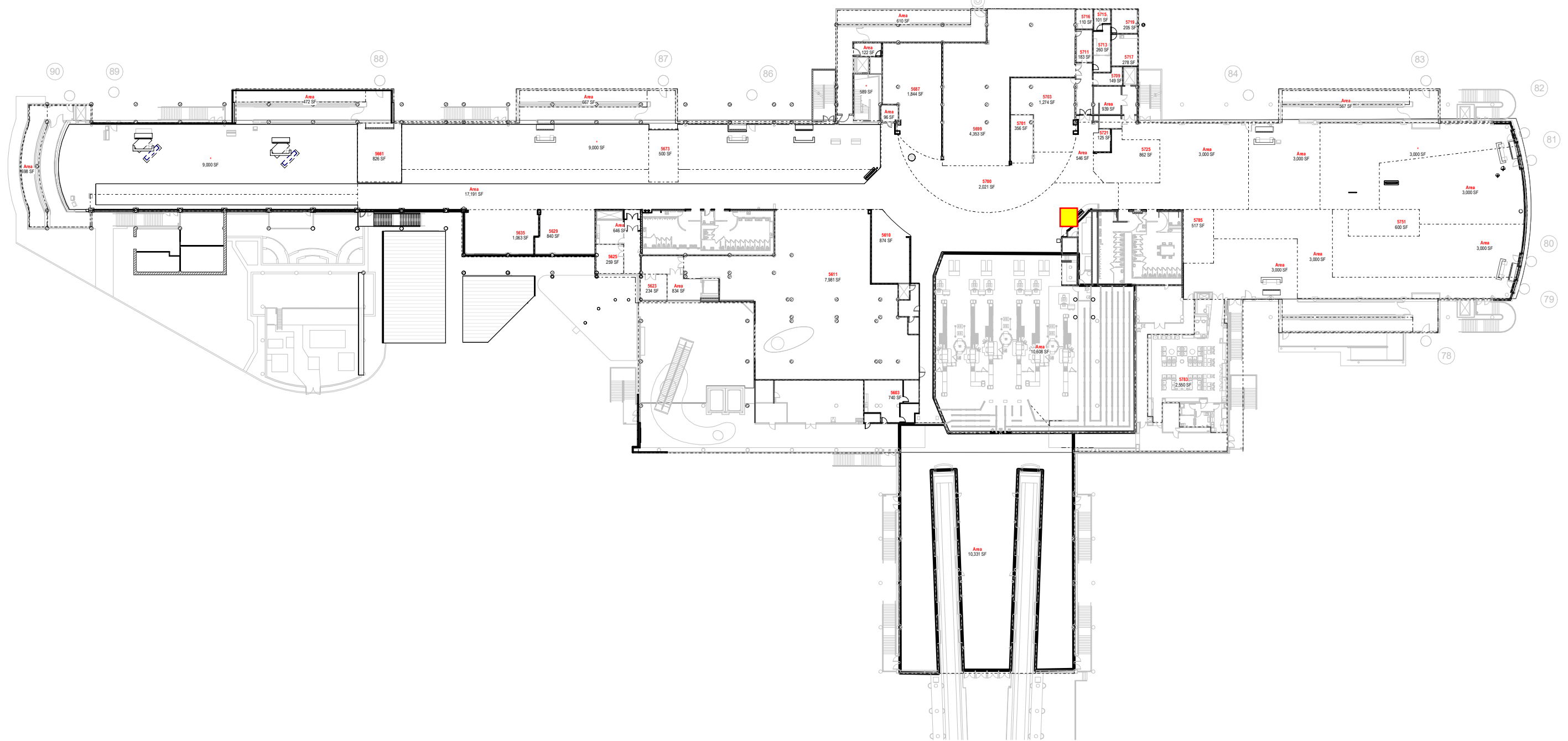
HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 1" = 30'-0"

SHEET UPDATED ON:



EXHIBIT A: ATM LOCATIONS
AIRSIDE F BOARDING LEVEL
TPA-002



ATM

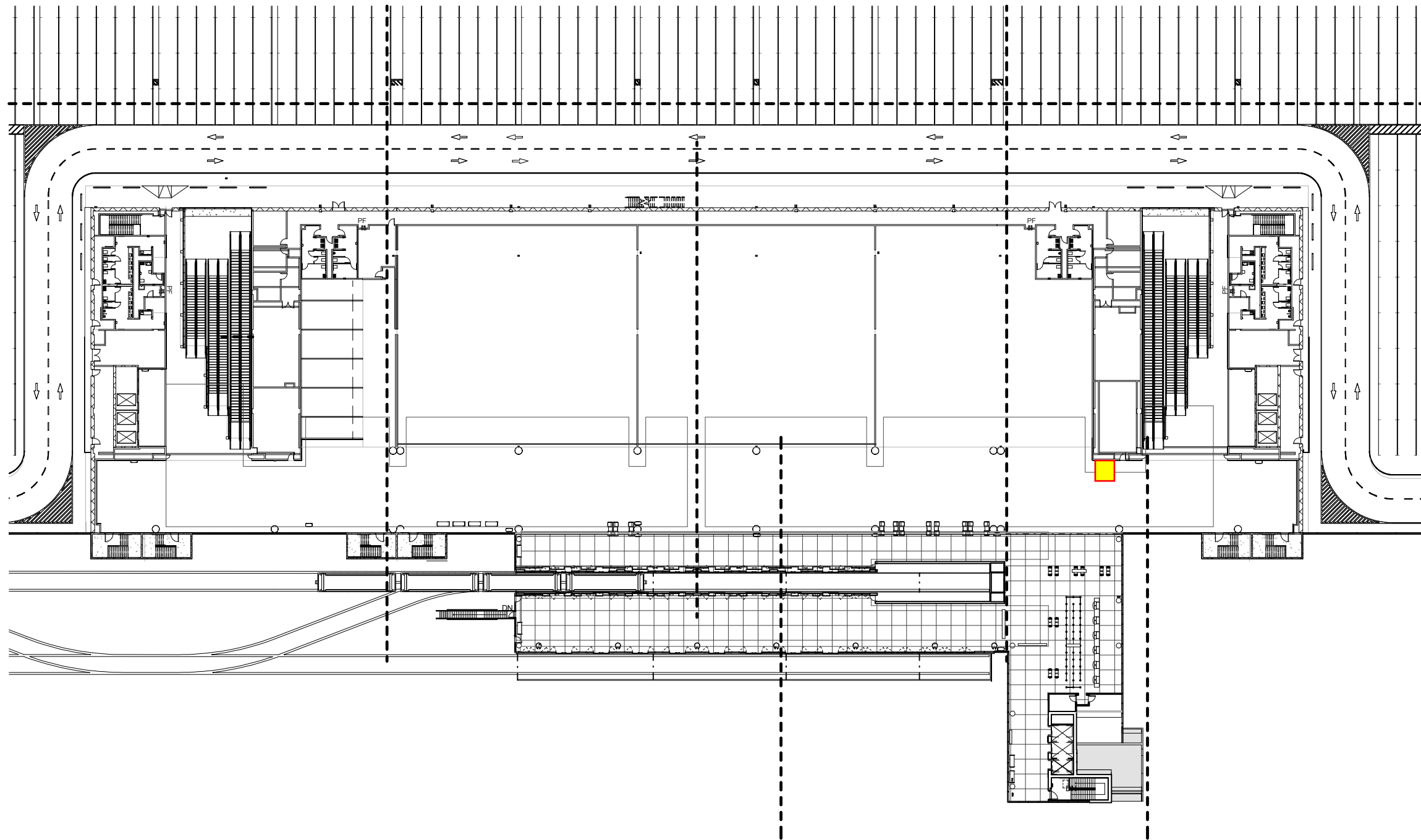
HILLSBOROUGH COUNTY AVIATION AUTHORITY



EXHIBIT A: ATM LOCATIONS

RENTAL CAR CENTER LEVEL 4

TPA-AHU-001



Custom Area	Area
AHU 3-01	4317 SF
AHU 3-02	6142 SF
AHU B-5-03	14017 SF
AHU B-5-04	13338 SF

 ATM

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SCALE: 1" = 30'-0"

SHEET UPDATED ON:

