

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 5 TO LEASE AGREEMENT FOR OPERATION OF AUTOMATIC TELLER MACHINES

LANDSIDE AND AIRSIDE BUILDINGS

AT

TAMPA INTERNATIONAL AIRPORT

SUNTRUST BANK

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 5 TO LEASE AGREEMENT FOR OPERATION OF AUTOMATIC TELLER MACHINES
LANDSIDE AND AIRSIDE BUILDINGS

THIS AMENDMENT NO. 5 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 _____ 2017 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and SunTrust Bank, a Georgia corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Lessee").

WITNESSETH:

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

WHEREAS, as an incentive for Lessee to provide the banking services at Tampa International 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 Lessee dated January 10, 2002 (hereinafter referred to as "Lease") for the purpose of installing, operating and maintaining Automatic Teller Machines (hereinafter referred to as "ATMs") in certain locations at Tampa International Airport (hereinafter referred to as "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, this Amendment No. 5 extends the end date of the Lease to June 30, 2022 to run concurrent with the Marriott Contract, increases the transaction fee charged by Lessee to \$3.25, increases the Minimum Annual Privilege Fee, deletes Percentage Fee and Excluded Transactions, and updates Article 41, End of Term Transition; and

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. The above recitals are true and correct and are incorporated herein.
2. 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 end on June 30, 2022, unless extended or terminated earlier as provided herein (hereinafter referred to as "Term"). This Lease will run concurrently with the Marriott Contract, is contingent on Lessee having such a lease, and will automatically terminate at such time as the Marriott Contract terminates.

3. ARTICLE 5, TRANSACTION FEES, is deleted in its entirety and replaced with the following:

It is understood the current transaction fee charged by Lessee to a customer for use of the ATM is \$3.25. It is the intent of the Authority that transaction fees charged for use of ATMs at the Airport shall not be any greater than those fees generally charged by other banks providing ATM services in the Tampa area. Any proposed change in the transaction fee charged by Lessee at the Airport ATMs must be approved by the Authority Chief Executive Officer or designee prior to implementation. Lessee must demonstrate to the Authority that the proposed change in transaction fee charges are in keeping with other banks in the Tampa area.

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

A. Effective July 1, 2017, Lessee will pay as listed below for ATM locations specified in Exhibit A, attached hereto and incorporated herein by reference.

1) Minimum Annual Privilege Fee ("MAPF")

Year 1: \$330,000
Year 2: \$339,900
Year 3: \$350,097
Year 4: \$360,599.91
Year 5: \$371,417.91

2) Payment of Fees

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, 2017. 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.

3) 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, with such amendment including any additional payment of MAPF as a result of such new location(s).

5. ARTICLE 6, RENTAL, Section 6.4, Transaction Report, is deleted in its entirety and replaced with the following:

Lessee will provide the Authority with a monthly Transaction Report that includes the number of transactions per calendar month at each ATM location specified in Exhibit A. The Transaction Report of the previous month's activity will be due to the Authority by the 10th calendar day of the following month.

6. ARTICLE 41, END OF TERM TRANSITION, is hereby added to the Lease and states:

During the final Year of the Term, Authority plans to award and transition to a new contract for automatic teller machines or other concessions that may include rights to the Premises or portions thereof. If Lessee is not selected for the new contract, Authority will notify Lessee in writing of the exact dates of a transition period. Lessee will cooperate fully with Authority and Lessee's successor to ensure an effective and efficient transition of the Premises and concession operations to the successor. Lessee acknowledges its responsibility to continuously perform the concession in a First Class manner during the transition to the successor.

7. ARTICLE 42, COMPLIANCE WITH PUBLIC RECORDS LAW, is hereby added to the Lease and states:

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Lessee agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Lease.
 - B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease Term and following completion of this Lease.
 - D. Upon completion of this Lease, keep and maintain public records required by Authority to perform the service. Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.
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, and this Amendment No. 5 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.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Easement this _____ day of _____, 2017.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Lisa Assetta, Executive Assistant
Office of the Chief Executive Officer

By: _____
Joseph W. Lopano, Chief Executive Officer

Address: P.O. Box 22287
Tampa, FL 33622

Address: P.O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Joseph W. Lopano in the capacity of Chief Executive Officer and by Lisa Assetta in the capacity of Executive Assistant, Office of the Chief Executive Officer, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Print Name of Notary

SUNTRUST BANK

Signed in the Presence of:

Deborah L. Fuller
Witness

Deborah L. Fuller
Printed Name

Danishia Rodriguez
Witness

DANISHIA RODRIGUEZ
Printed Name

BY: Kim M. Pomet
Signature

FIRST VICE PRESIDENT
Title

KEVIN M. POMET
Printed Name

1701 E. 7th AVE.
Printed Address

TAMPA, FL 33605
City/State/Zip

SUNTRUST BANK

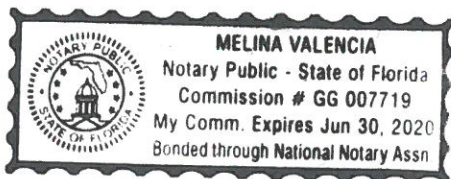
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 9 day of February, 2017, by
Kevin M Pomet in the capacity of First Vice President
(Individual's Name) (Individual's Title)
at Suntrust Bank, a corporation, on its behalf _____
(Company Name) (He is / She is)

Known known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary



Melina Valencia
Signature of Notary







Melina Valencia
Printed Name

Jun 30, 2020
Date Notary Commission Expires (if not on stamp or seal)

Main Terminal
Level 3

EXHIBIT A

LEGEND

-  FOOD & BEVERAGE
-  FOOD COURT
-  FUTURE DEVELOPMENT
-  SERVICE
-  SPECIALTY RETAIL
-  ATM

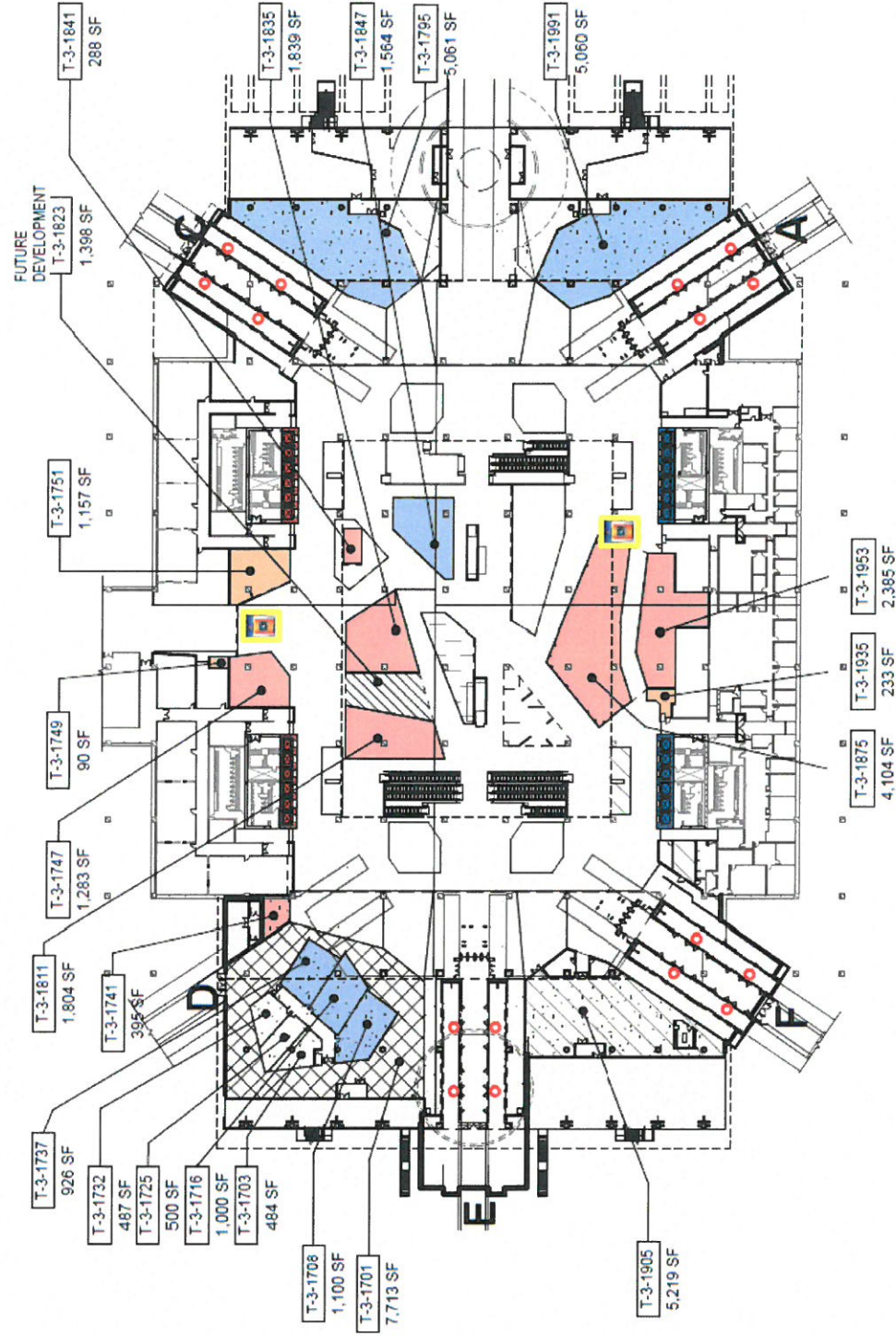
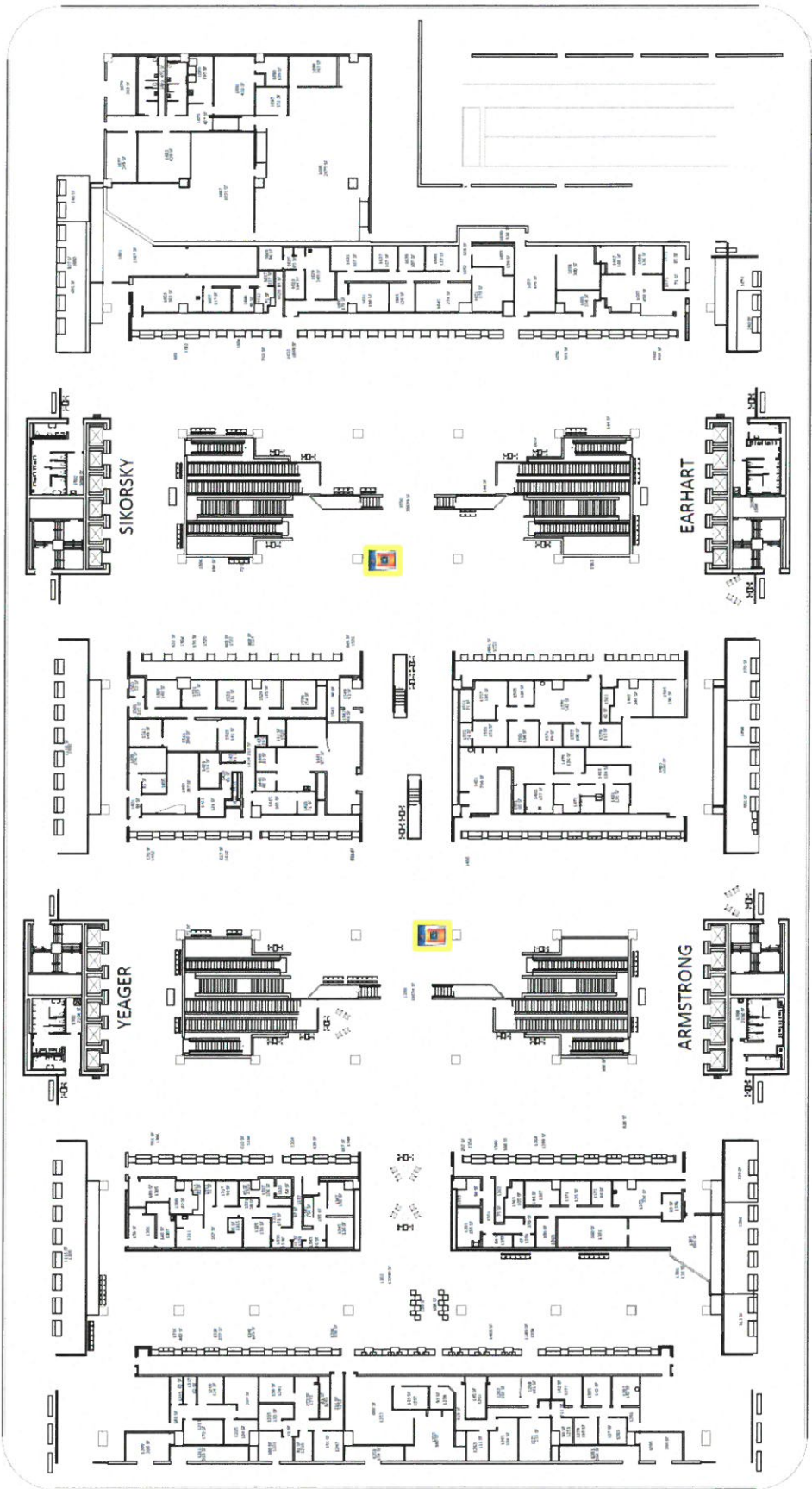
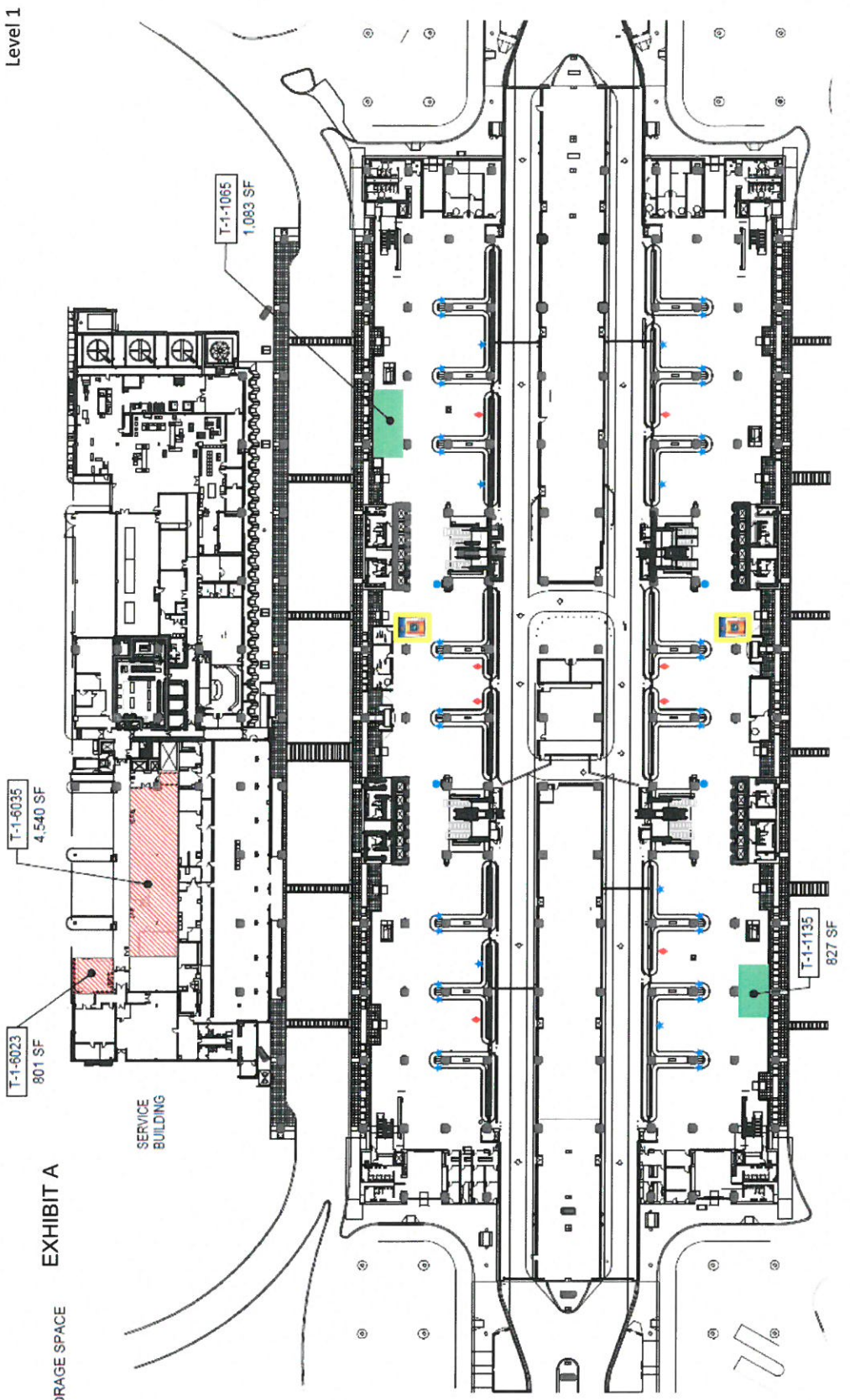


EXHIBIT A





LEGEND





-  CONCESSION SUPPORT STORAGE SPACE
-  NEWS/CONVENIENCE
-  ATM
-  ATM

EXHIBIT A

SERVICE BUILDING

TERMINAL BAGGAGE LEVEL

LEGEND






-  BY HCAA
-  FOOD & BEVERAGE
-  NEWS/CONVENIENCE
-  SERVICE
-  ATM
-  SPECIALTY RETAIL



EXHIBIT A

- LEGEND**
-  BY HCAA
 -  FOOD & BEVERAGE
 -  NEWS/CONVENIENCE
 -  SERVICE
 -  ATM
 -  SPECIALTY RETAIL

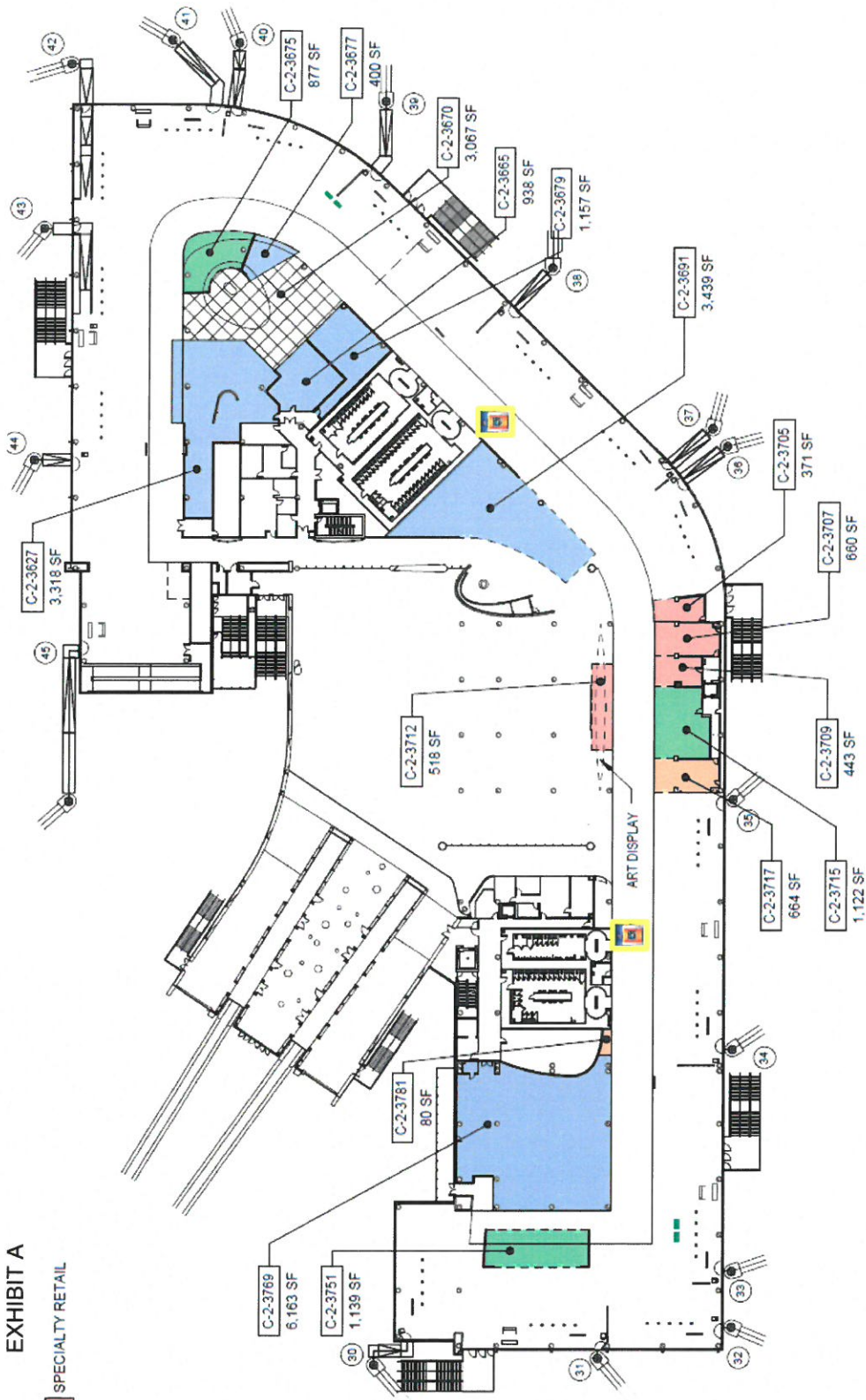


EXHIBIT A

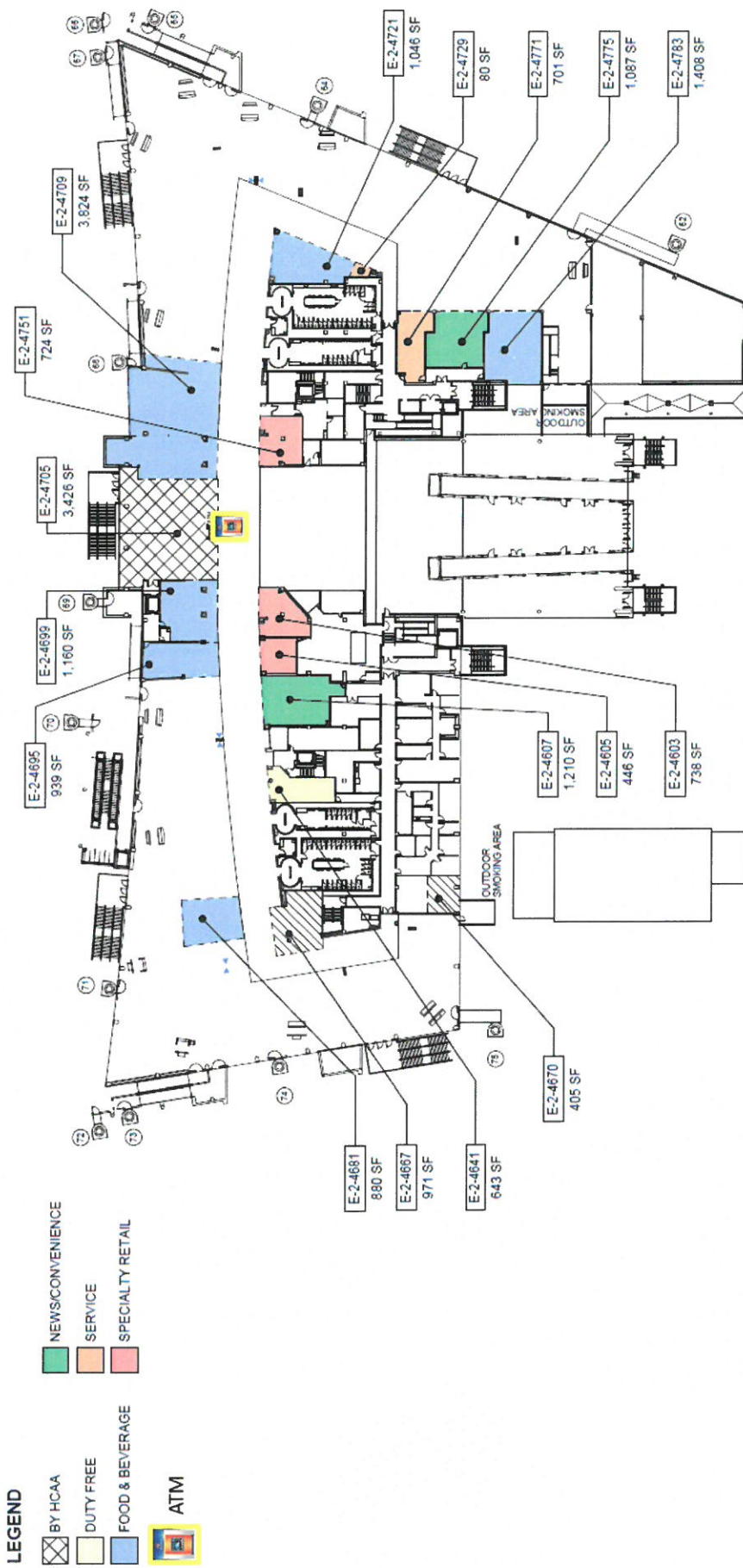
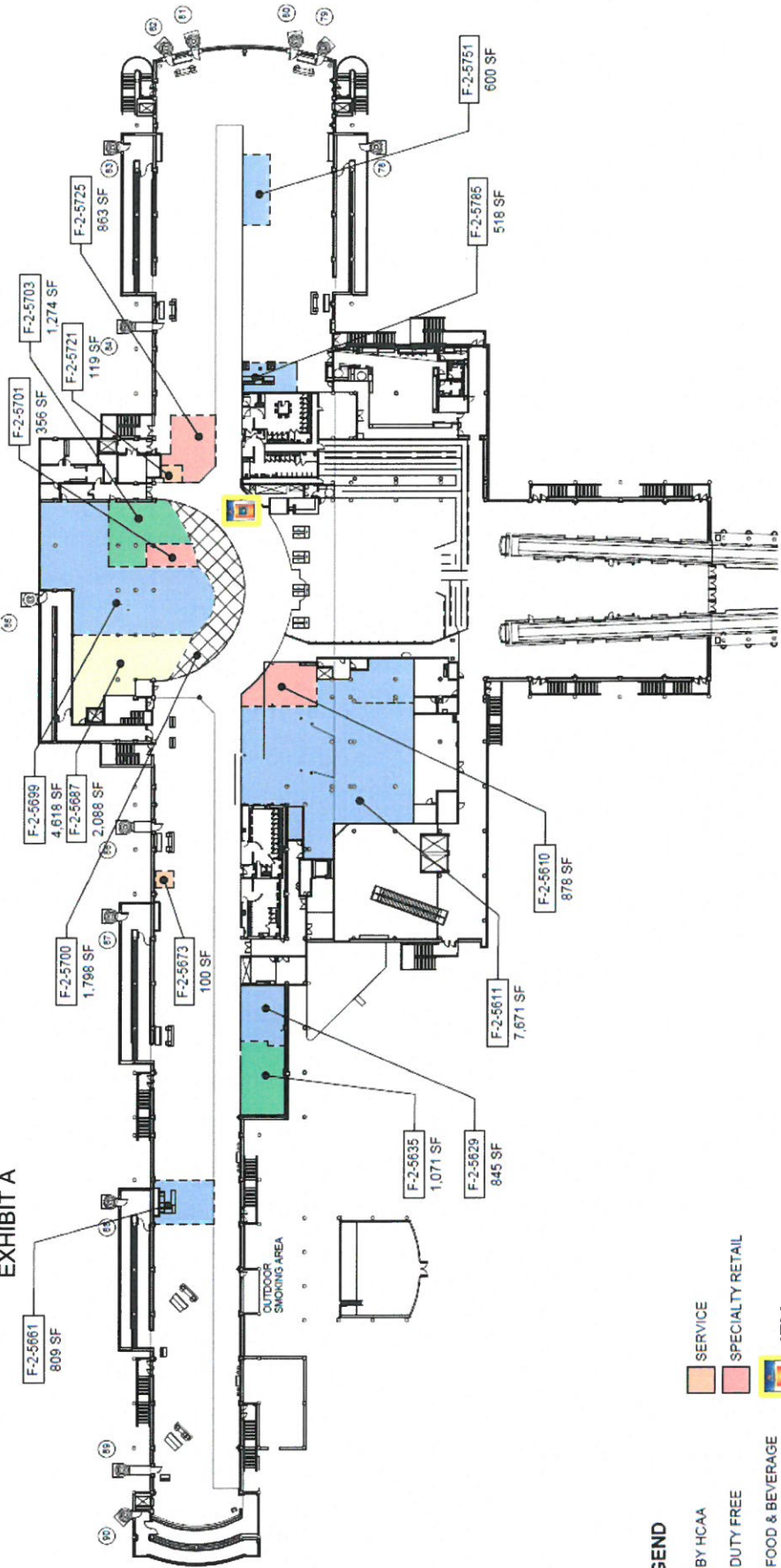






EXHIBIT A



- LEGEND**
-  BY HCAA
 -  DUTY FREE
 -  FOOD & BEVERAGE
 -  NEWS/CONVENIENCE
 -  SERVICE
 -  SPECIALTY RETAIL
 -  ATM