

**BOND FORM FOR GROUND TRANSPORTATION (GT) OPERATIONS
NON-CONCESSION PERMIT HOLDER
GREATER ORLANDO AVIATION AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized under the laws of the State of Florida (hereinafter referred to as the "Principal"), and _____ a corporation of the State of _____, which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Greater Orlando Aviation Authority (hereinafter called the "Aviation Authority") in the full and just sum of _____ (\$ _____) (the "Sum") covering the period _____ through September 30, 2022, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of the Commercial Ground Transportation Rules and Regulations (hereinafter referred to as the "Agreement") for the Aviation Authority, adopted June 18, 1986 and as subsequently amended, which Agreement are hereby incorporated by reference and made a part hereof, the Principal is required to provide this Bond to the Aviation Authority as a condition of receiving a Permit under such Agreement;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly comply with all of its obligations under the Agreement, and the Principal shall pay over, make good, and reimburse to the Authority all sums required by it to be paid, and all loss and damage (including reasonable attorney's fees) which the Authority may sustain by reason of an failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms of the Agreement during the period in which this Bond is in effect, the Surety shall remain liable to the Aviation Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Bond and for all loss or damage (including reasonable attorney, paralegal, and expert witness fees and other legal or court costs) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Aviation Authority for any transfers or payments under the Agreement made by Principal to the Aviation Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Aviation Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Aviation Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Aviation Authority.

In the event the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost, and expense

(including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Aviation Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Aviation Authority with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this __ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

WITNESSES:

“PRINCIPAL”

_____.

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Official Title: _____

(SEAL)

“SURETY”

WITNESSES: _____

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Official Title: _____

(SEAL)

(Countersigned by Florida Registered Agent)

Printed Name: _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.