

**AMENDMENT NO. 2**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
STARK TECH OPERATING COMPANY, LLC  
TO**

**PURCHASING CONTRACT 02-21**

**THIS AMENDMENT NO. 2** made and entered into as of the 15th day of June, **2023**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** with offices located at One Jeff Fuqua Blvd., Orlando, FL 32827 (hereinafter referred to as "Authority") and **STARK TECH OPERATING COMPANY, LLC** (hereinafter referred to as "New Contractor"), and **MC2, INC.** (hereinafter referred to as "Original Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated January 1, 2021, and as amended by Amendment No. 1 dated September 1, 2022, the Original Contractor agreed to provide Building Automation Systems ("BAS") Preventative Maintenance and Repair Services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Original Contractor desires to assign the Contract to the New Contractor; and

**WHEREAS**, the assignment requires the Authority's prior written consent which Authority is willing to give on the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Effective Date.** The effective date of this Amendment shall be January 1, 2023.
2. **Consent to Assignment of Contract.** The Authority consents to the assignment of the Contract by the Original Contractor to the New Contractor, which agrees to be bound by the terms and conditions of the Contract and agrees and covenants unto Authority to perform all obligations of the Original Contractor for Building Automation Systems ("BAS") Preventative Maintenance and Repair Services as established by the Contract. All references in the Contract to the "Contractor" shall be deemed references to Stark Tech Operating Company, LLC.
3. **Contractor's Performance Bond or Letter of Credit.** Upon execution of this Amendment No. 2, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **One Million Six Hundred-Eight Thousand Dollars (\$1,608,000.00)**.

4. **Suit/Proceedings.** The Assignee agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Assignee waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Assignee agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. **Public Entity Crimes Act.** The Assignee acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

6. **Whistle Blower Reporting Line.** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

7. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

ATTEST:

  
Anna Farmer  
Assistant Secretary  
Jun 19 2023 11:50 AM  
DocuSign

Assistant Secretary



[Official Seal]

ATTEST:

Secretary

[CORPORATE SEAL]

**“AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

  
Kevin Thibault  
Chief Executive Officer  
Jun 15 2023 4:34 PM  
DocuSign

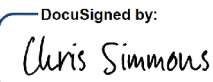
By: \_\_\_\_\_  
Chief Executive Officer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**“NEW CONTRACTOR”**

**STARK TECH OPERATING COMPANY, LLC**

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By:   
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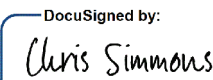
Print Name: Chris Simmons

Title: General Manager

Date: 3/8/2023 | 8:07:55 AM EST

**“ORIGINAL CONTRACTOR”**

**MC2, INC.**

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By:   
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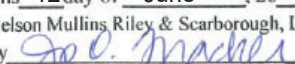
Print Name: Chris Simmons

Title: General Manager

Date: 3/8/2023 | 8:07:55 AM EST

Secretary

[CORPORATE SEAL]

Approved as to Form and Legality  
this 12 day of June, 2023  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority

**ASSIGNMENT**

THIS ASSIGNMENT (this "Assignment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **MC2, INC.** (the "Original Contractor"), and **STARK TECH OPERATING COMPANY, LLC.** (the "New Contractor").

**THE UNDERSIGNED** hereby consents to the assignment of the rights and obligations of **MC2 INC.** under those contracts, agreements and undertakings described on Schedule 1 attached to any subsidiary, affiliate of successor by merger of **STARK TECH OPERATING COMPANY LLC** provided that any such assignee controls, is controlled by or under common control with **STARK TECH OPERATING COMPANY LLC.** This Consent is effective immediately and no further consent by or notice to the undersigned shall be required in connection with the foregoing, the parties hereto agree as follows:

- 1. The Original Contractor hereby assigns, transfers, conveys and delegates to the New Contractor, and the New Contractor hereby accepts from the Original Contractor, all of the Original Contractor right, title, interest, duties and obligations in, to and under the following Contract: **02-21, Building Automation Systems ("BAS") Preventative Maintenance and Repair Services**, (the "Contract") and all claims, rights, benefits and privileges, if any, that Original Contractor may have or to which Original Contractor may be entitled under or by virtue of the Contract.
- 2. The New Contractor hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by the Original Contractor under the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

**ORIGINAL CONTRACTOR:**

**NEW CONTRACTOR:**

**MC2, INC.**

**STARK TECH OPERATING COMPANY, LLC**

DocuSigned by:  
By: Chris Simmons  
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DocuSigned by:  
By: Chris Simmons  
A97BD4D933744BB...

Name: Chris Simmons

Name: Chris Simmons

Title: General Manager

Title: General Manager

Performance Bond No.: 602-130507-3  
(Third Year Renewal Bond)

Performance Bond Effective Date: 1/1/2023

Performance Bond Expiration Date: 12/31/2023

Executed in Duplicate

### PERFORMANCE BOND FORM

#### GREATER ORLANDO AVIATION AUTHORITY

**KNOW ALL MEN BY THESE PRESENTS**  
that Stark Tech Operating Company, LLC  
350 West State Road 434, Longwood, FL 32750, hereinafter called Principal,

and United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07960  
\_\_\_\_\_, a corporation organized under the laws of the State of Delaware and  
licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound  
unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of **One  
Million Six Hundred-Eight Thousand Dollars (\$1,608,000.00)**, for the payment of which sum well  
and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has by written agreement entered into a Contract with Authority for  
Purchasing (Bid/Proposal) 02-21, Building Automation Systems ("BAS") Preventative Maintenance  
and Repair Services, at Orlando International Airport, in accordance with the Contract Documents  
which are incorporated therein by reference and made a part thereof, and which collectively are herein  
referred to as the Contract.

**WHEREAS**, Surety is authorized to do business in the State of Florida.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or 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 (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.





ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
COUNTY OF Erie ) SS.:

On the 24th day of April in the year 2023, before me, the undersigned, personally appeared MARK T. BURLINGTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Noreen Ann Stickney  
Notary Public

NOREEN ANN STICKNEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01ST6064162  
Qualified in Niagara County  
Commission Expires September 17, 2025

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
COUNTY OF Erie ) SS.:

On the 24th day of April in the year 2023, before me, the undersigned, personally appeared Bradley J. Hall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rachel Judasz  
Notary Public

RACHEL JUDASZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01JU6372099  
Qualified in Erie County  
Commission Expires March 12 20 26



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

8874422

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Timothy M. Toole, Victoria Rivera, Tracy A. Alessi, Monique Kocienski, Carl Belizaire, Bradley J. Hall*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:


(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24<sup>th</sup> day of April, 2023

**UNITED STATES FIRE INSURANCE COMPANY**



Alfred N. Wright, Senior Vice President

**UNITED STATES FIRE INSURANCE COMPANY**  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**

AT DECEMBER 31, 2022

<b>ASSETS</b>	
Bonds (Amortized Value).....	1,905,252,232
Preferred Stocks (Market Value).....	114,529,067
Common Stocks (Market Value).....	1,762,084,603
Mortgage Loans (Market Value).....	796,032,009
Cash, Cash Equivalents, and Short Term Investments.....	626,020,353
Derivatives.....	10,695,142
Other Invested Assets.....	337,125,033
Investment Income Due and Accrued.....	19,572,352
Premiums and Considerations.....	340,327,513
Amounts Recoverable from Reinsurers.....	61,688,599
Funds Held by or Deposited with Reinsured Companies.....	70,688,033
Net Deferred Tax Asset.....	140,619,760
Electronic Data Processing Equipment.....	1,507,891
Receivables from Parent, Subsidiaries and Affiliates.....	158,857,542
Other Assets.....	145,928,507
<b>TOTAL ASSETS.....</b>	<b>\$ 6,490,928,636</b>

<b>LIABILITIES, SURPLUS &amp; OTHER FUNDS</b>	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	2,212,036,852
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	68,359,436
Loss Adjustment Expenses.....	374,380,070
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,899,929
Other Expenses (Excluding Taxes, Licenses and Fees).....	95,863,911
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	30,559,093
Current Federal and Foreign Income Taxes.....	197,142,687
Unearned Premiums.....	999,534,655
Advance Premium.....	12,896,716
Ceded Reinsurance Premiums Payable.....	99,545,135
Funds Held by Company under Reinsurance Treaties.....	42,360,469
Amounts Withheld by Company for Account of Others.....	133,940,889
Provision for Reinsurance.....	2,638,135
Payable to Parent, Subsidiaries and Affiliates.....	91,545,650
Other Liabilities.....	73,407,186
<b>TOTAL LIABILITIES.....</b>	<b>\$ 4,445,110,813</b>
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	524,962,883
Surplus as Regards Policyholders.....	2,045,817,823
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS.....</b>	<b>\$ 6,490,928,636</b>

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of March, 2023.  
UNITED STATES FIRE INSURANCE COMPANY