

Performance Bond

Bond No. 404012494

KNOW ALL MEN BY THESE PRESENTS, that we, FIRST TRANSIT, INC., as Principal, (hereinafter called the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY (hereinafter called the "Surety"), are held firmly bound unto OKLAHOMA CITY AIRPORT TRUST as Obligee, (hereinafter called the "Obligee"), in penal sum of One Million Six Hundred Sixty Seven Thousand Two Hundred Seventy Eight and 00/100 and no/100 Dollars, (\$ 1,667,278.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the 1st day of March, 2022, (hereinafter called the "Contract"), for Operation and management of the OKC Airport RAC Shuttle which Contract is incorporated herein, and

Whereas, The Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year,

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that:

1. The term of this bond is for the period commencing March 1, 2022 and expiring on February 28, 2023, unless released by the Obligee prior thereto; however, the term of this bond may be renewed for an additional one-year period at the sole option of the Surety by the issuance of a continuation certificate executed by the Surety and the Principal. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative year to year or period to period and shall in no event exceed the amount set forth in this bond or in any additions, riders or endorsements properly executed by the Surety as supplements thereto.
2. Neither non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement performance or payment bond shall constitute default under this bond.
3. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address stated in Paragraph 7 below. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement performance or payment bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any continuation thereof.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond; d.) deny liability in whole or in part, advising the Obligee of its reason therefore. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one-year after the expiration of the term of this bond
7. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to the surety at:
175 Berkeley Street, Boston, MA, 02116

The Principal at: 5700 SW 44th Street, Oklahoma City, OK, 73179

The Obligee at: 7100 Terminal Drive, Unit 937, Oklahoma City, OK, 73159

SIGNED, SEALED AND DATED this 14th day of February, 2022.

Principal: FIRST TRANSIT, INC.

By: Susan A. Welsh

Title: Susan A. Welsh, Attorney-in-Fact

Surety: LIBERTY MUTUAL INSURANCE COMPANY

By: Roger Paraison, Attorney In Fact

Exhibit A

Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that Recess Holdco LLC a Delaware corporation, (collectively the "Company"), has made, constituted and appointed and by these presents does make, constitute and appoint Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Kristin Hannigan, Judith A. Lucky-Eftimov, Sandra M. Nowak, Roger J. Paraison on Power all of the City of Chicago, State of Illinois and Frances Rodriguez, Francesca Kazmierczak, Anne Potter, Kemal Brkanovic on Power all of the City of New York, State of New York, as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf, or any of its direct or indirect subsidiaries, surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers.

IN WITNESS WHEREOF, Recess Holdco LLC has caused its name to be subscribed by James Tippen, its SVP of Finance, and its corporate seal to be affixed and attested by its Secretary on this 21st day of July, 2021.

Attest:

Recess Holdco LLC

By: Michael Petrucci Secretary

By: James R. Tippen Sr. Vice President of Finance

State of Ohio
County of Hamilton

On this 21st Day of July 2021, personally appeared before me, a Notary Public for the State of Ohio, James Tippen, SVP of Finance of Recess Holdco LLC who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.

[Signature]

Notary Public, State of Ohio
My Commission Expires: 5-20-24



ANDREW WESLEY PUGH
Notary Public, State of Ohio
My Commission Expires 05-20-2024



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205928-285057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana...

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of February, 2022

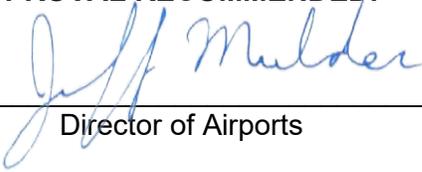


By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

APPROVAL RECOMMENDED:



Director of Airports

ATTEST:



Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:



Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

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