

**RESOLUTION RESCINDING THE CUSTODIAL SERVICES BOND, PREVIOUSLY APPROVED BY THE OKLAHOMA CITY AIRPORT TRUST ON FEBRUARY 23, 2023, ITEM IV. K., FOR R2 CONSULTING SERVICES, LLC, AND APPROVING IN ITS PLACE, THE ATTACHED PERFORMANCE BOND FOR THE CUSTODIAL SERVICES CONTRACT WITH R2 CONSULTING SERVICES, LLC.**

**WHEREAS**, the Oklahoma City Airport Trust (“Trust”) is a public trust, created pursuant to its Trust Indenture under the authority of the laws of the State of Oklahoma with The City of Oklahoma City (“City”) as its sole beneficiary; and

**WHEREAS**, the Trust leases, operates, and maintains certain real estate for the City more commonly known as Will Rogers World Airport (“Airport”), which is located in Oklahoma and Cleveland Counties, Oklahoma; and

**WHEREAS**, on February 23, 2023, the Trust ratified the actions of the Director of Airports’ approval of a Custodial Services Contract with R2 Consulting Services, LLC (“R2”) for custodial services at the Airport’s Consolidated Rental Car Facility and for the approval of a corresponding Custodial Services Bond to guaranty R2’s performance under the contract; and

**WHEREAS**, the surety under the Custodial Services Bond has requested that the previously approved bond be rescinded, and, in its place, the attached Performance Bond be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Oklahoma City Airport Trust that the Trust rescinds the Custodial Performance Bond previously approved by the Trust on February 23, 2023, Item IV. K. for R2 Consulting Services, LLC and approves, in its place, the attached Performance Bond for the Custodial Services Contract with R2 Consulting Services, LLC.

**ADOPTED** by the Trustees and signed by the Chairman of the Oklahoma City Airport Trust this 27th day of April, 2023.

Attest: (SEAL)  
  
Trust Secretary



  
Chairman

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust

**EXHIBIT G – PERFORMANCE BOND**

Bond #SU 7104817-0000

**KNOW ALL MEN BY THESE PRESENTS:**

That R2 Consulting, LLC, as Principal, and Arch Insurance Company, a Corporation organized under the laws of the State of Missouri and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Oklahoma City Airport Trust (“Trust”) in the penal sum of: Thirty Five Thousand Two Hundred Fifty Three and 12/100 dollars (\$35,253.12) beginning on the date of execution of the Contract through the end of the Contract year and subject to renewal and modification for work to be performed by the Principal in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

**WHEREAS**, said Principal entered into a written Contract with the Oklahoma City Airport Trust, dated this 1<sup>st</sup> day of March, 2023, for:

CUSTODIAL SERVICES CONTRACT  
FOR THE  
OKLAHOMA CITY AIRPORT TRUST  
OKLAHOMA CITY, OKLAHOMA

all in compliance with the Contract and on file in the office of the Oklahoma City Airport Trust, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937.

**NOW THEREFORE**, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall protect and save harmless said Oklahoma City Airport Trust from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void and Surety shall have no obligation under this Performance Bond unless specified herein.

In the event the Principal defaults in its performance under the Contract:

1. The Trust shall notice to the Contractor and the Surety that the Trust has declared the Principal in default. The Surety may, within five (5) business days after receipt of the Trust’s notice, require a conference. Any conference shall be held within ten (10) business days of Trust’s receipt of the Surety’s conference request. If the Trust, Principal and Surety jointly agree, the Principal shall be allowed to perform under the terms and conditions jointly agreed, but such an agreement shall not waive the Trust’s right, if any, to declare subsequently the Principal in default;

2. Upon the satisfaction of Paragraph 1, the Surety shall, at the Surety's sole cost and expense:
  - a. Arrange for a third-party agreed to by the Trust and the Surety to undertake the remaining performance and obligations of the Principal and pay to the Trust any damages owed as the result of the Principal's default including any legal, professional, loss of income, costs to correct such defects, cost, and expenses to secure another Contractor, liquidated damages, or other reasonable expenses related to or caused by said conditions of default; or
  - b. Pay to the Trust the full amount of the bond.
  
3. It is further expressly agreed and understood by the Principal, Surety and Trust that Surety waives notice of any change order, modifications, or amendments to the Contract between the Principal and the Trust and any such changes or alterations in said Contract shall not have the effect of releasing the Surety or Principal from the obligations of this bond.

**PROVIDED HOWEVER**, that the term of this bond shall be for the period from March 1, 2023 through February 29, 2024, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond.

SIGNATURES TO FOLLOW

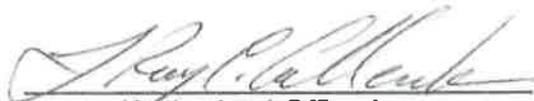
**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

Executed this 21st day of March, 2023 by the Principal.

R2 Consulting LLC  
Principal

**ATTEST:**

\_\_\_\_\_  
(Witness - Secretary)

  
\_\_\_\_\_  
(Authorized Officer)

Executed this 21st day of March, 2023 by the Surety.

Arch Insurance Company  
Surety (Name of company)

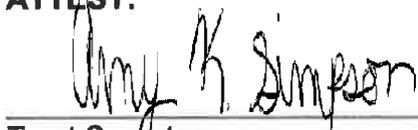
**ATTEST:**

  
\_\_\_\_\_  
(Witness - Secretary)

  
\_\_\_\_\_  
(Attorney-in-Fact) Aaron Steffey

**APPROVED** by the Chairman and Trustees of the Oklahoma City Airport Trust this 27TH day of APRIL, 2023.

**ATTEST:**

  
\_\_\_\_\_  
Trust Secretary



  
\_\_\_\_\_  
Trust Chairman

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor/  
Attorney for the Trust

*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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Aaron Steffey and Chris Kolger of Houston, TX (EACH)**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

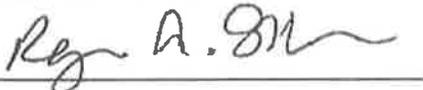
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of August, 2021

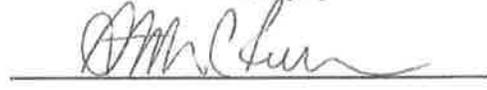
Attested and Certified



Regan A. Shulman, Secretary



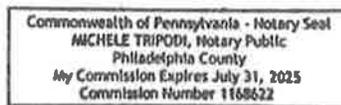
Arch Insurance Company

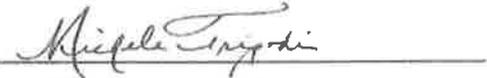


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

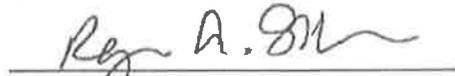


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

**CERTIFICATION**

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 6, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of March, 2023.

  
Regan A. Shulman, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com). Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.