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FIRST AMENDMENT TO TRUST INDENTURE OF THE MIDWEST CITY MUNICIPAL AUTHORITY

5012018201

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created as a public trust by a Trust Indenture dated as of July 23, 1968 (the "Trust Indenture"), and beneficial interest thereunder accepted for the City of Midwest City, Oklahoma, on July 23, 1968; and

WHEREAS, the presently qualified and acting Trustees of the Authority, the Trustor and the Beneficiary of the Authority, the City of Midwest City, Oklahoma (the "Beneficiary"), have determined it to be in the best interests of the Trust Estate, in order to better fulfill its comprehensive purposes, to amend the Trust Indenture as hereinafter set forth;

NOW, THEREFORE, the undersigned Trustor and Trustees of the Authority, by and with the consent and agreement of the governing body of the City of Midwest City, Oklahoma, as evidenced by the Acceptance of Beneficial Interest endorsed hereon, hereby do contract, agree and covenant between themselves, and unto the State of Oklahoma and the Beneficiary, and said the Trustees do declare, all as by law in force and effect, that they and their successors will execute and administer the trust declared and created in the Trust Indenture, as hereinafter amended, as trustees, solely for the use and benefit of the Beneficiary for the public purposes and functions therein and hereinafter set forth, in the manner provided in the Trust Indenture, as hereinafter amended or, in the absence of applicable provision, in the manner now provided by law.

A. Paragraph (1) of Article III of the Trust Indenture is hereby amended to read, and from and after execution and approval of this Amendment, shall read as follows:

(1) To finance, acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel, and operate buildings and other facilities for use by the United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof, or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to carry out redevelopment and rehabilitation activities as permitted pursuant to the Oklahoma Constitution and Oklahoma Statutes; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer utilities and/or buildings or other facilities either within or without the territorial boundaries of the Beneficiary which are or shall be of public use, or useful in securing, developing, and maintaining industrial and manufacturing activities including, but without limitation, water, sewer, garbage, trash disposal, recreational and industrial facilities; and to service machinery or equipment in connection with such utilities, buildings and facilities.

RECEIVED

FEB 28 2018

OKLAHOMA SECRETARY OF STATE

WI

CITY OF MIDWEST CITY
100 N MIDWEST BLVD
MIDWEST CITY, OK 73110

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Bk:RE13669 Pg:1177 Pgs:5 AMEN
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

**FIRST AMENDMENT TO TRUST INDENTURE OF
THE MIDWEST CITY MUNICIPAL AUTHORITY**

5012018201

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WHEREAS, the presently qualified and acting Trustees of the Authority, the Trustor and the Beneficiary of the Authority, the City of Midwest City, Oklahoma (the "Beneficiary"), have determined it to be in the best interests of the Trust Estate, in order to better fulfill its comprehensive purposes, to amend the Trust Indenture as hereinafter set forth;

NOW, THEREFORE, the undersigned Trustor and Trustees of the Authority, by and with the consent and agreement of the governing body of the City of Midwest City, Oklahoma, as evidenced by the Acceptance of Beneficial Interest endorsed hereon, hereby do contract, agree and covenant between themselves, and unto the State of Oklahoma and the Beneficiary, and said the Trustees do declare, all as by law in force and effect, that they and their successors will execute and administer the trust declared and created in the Trust Indenture, as hereinafter amended, as trustees, solely for the use and benefit of the Beneficiary for the public purposes and functions therein and hereinafter set forth, in the manner provided in the Trust Indenture, as hereinafter amended or, in the absence of applicable provision, in the manner now provided by law.

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RECEIVED

FEB 28 2018

OKLAHOMA SECRETARY
OF STATE

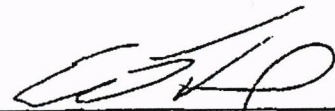
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CITY OF MIDWEST CITY
100 N MIDWEST BLVD
MIDWEST CITY, OK 73110

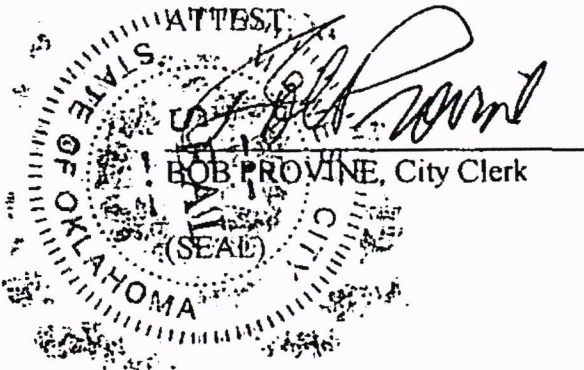
ACCEPTANCE OF BENEFICIAL INTEREST

On this 18th day of January, 2005, pursuant to resolution duly adopted by its governing body, the Council of the City of Midwest City, Oklahoma, and the governing body of the City, hereby accepts for and on behalf of the City the beneficial interest in the trust created by the within and foregoing Trust Indenture dated as of July 23, 1968, creating the Midwest City Municipal Authority, as amended by the within and foregoing First Amendment to Trust Indenture, dated January 18, 2005, in all respects in accordance with the terms of the Trust Indenture and the First Amendment thereto.

CITY OF MIDWEST CITY,
OKLAHOMA



EDDIE O. REED, Mayor



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This Instrument was acknowledged before me on January 18, 2005 by Eddie O. Reed as mayor of the City of Midwest City, Oklahoma.

WITNESS my hand and official seal as of the day and year last above written.



Notary Public, Commission No. 99011230

My Commission expires:
8-28-2007

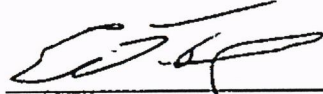


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AMEN



**TRUSTEES OF THE MIDWEST CITY
MUNICIPAL AUTHORITY**



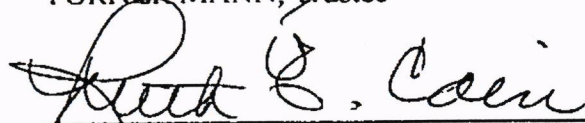
EDDIE O. REED, Chairman



JERRY R. MAYNARD, Trustee



TURNER MANN, Trustee



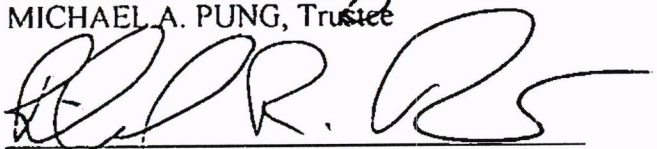
RUTH CAIN, Trustee



CHARLES C. JOYNER, Trustee



MICHAEL A. PUNG, Trustee



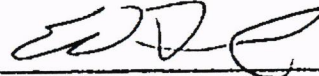
RICHARD R. RICE, Trustee

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This Instrument was acknowledged before me on January 18, 2005 by Eddie O. Reed, Jerry R. Maynard, Turner Mann, Ruth Cain, Charles C. Joyner, Michael A. Pung and Richard R. Rice as trustees of the Midwest City Municipal Authority, a public trust.

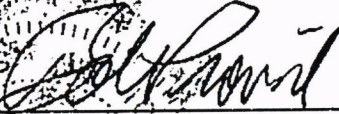
IN WITNESS WHEREOF, we have hereunto set our hands recovenanting, recontracting and confirming all of the terms and provisions of the Trust Indenture of the Midwest City Municipal Authority, all as amended hereby, in several multiple originals, all of which constitute one and the same instrument, this 18th day of January, 2005.

CITY OF MIDWEST CITY,
OKLAHOMA, as Trustor



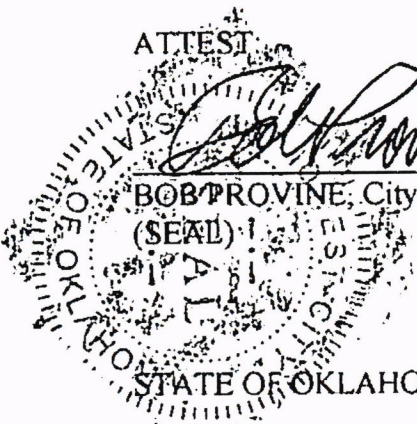
EDDIE O. REED, Mayor

ATTEST



BOB PROVINE, City Clerk

(SEAL)



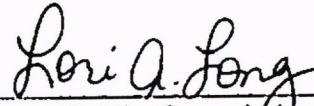
STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

This Instrument was acknowledged before me on January 18, 2005 by Eddie O. Reed as mayor of the City of Midwest City, Oklahoma.

WITNESS my hand and official seal of as of the day and year last above written.



Notary Public, Commission No. 99011230

My Commission expires:

8-28-2007



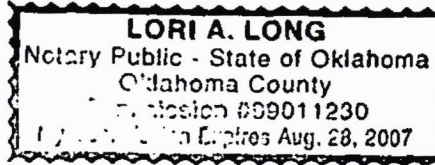
WITNESS my hand and official seal of as of the day and year last above written.

Lori A. Long

Notary Public, Commission No. 99011230

My Commission expires:

8-28-2007



187-10-10-10

**FIRST AMENDMENT TO TRUST INDENTURE OF
THE MIDWEST CITY MUNICIPAL AUTHORITY**

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created as a public trust by a Trust Indenture dated as of July 23, 1968 (the "Trust Indenture"), and beneficial interest thereunder accepted for the City of Midwest City, Oklahoma, on July 23, 1968; and

WHEREAS, the presently qualified and acting Trustees of the Authority, the Trustor and the Beneficiary of the Authority, the City of Midwest City, Oklahoma (the "Beneficiary"), have determined it to be in the best interests of the Trust Estate, in order to better fulfill its comprehensive purposes, to amend the Trust Indenture as hereinafter set forth;

NOW, THEREFORE, the undersigned Trustor and Trustees of the Authority, by and with the consent and agreement of the governing body of the City of Midwest City, Oklahoma, as evidenced by the Acceptance of Beneficial Interest endorsed hereon, hereby do contract, agree and covenant between themselves, and unto the State of Oklahoma and the Beneficiary, and said the Trustees do declare, all as by law in force and effect, that they and their successors will execute and administer the trust declared and created in the Trust Indenture, as hereinafter amended, as trustees, solely for the use and benefit of the Beneficiary for the public purposes and functions therein and hereinafter set forth, in the manner provided in the Trust Indenture, as hereinafter amended or, in the absence of applicable provision, in the manner now provided by law.

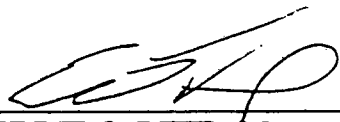
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ACCEPTANCE OF BENEFICIAL INTEREST

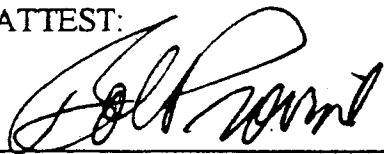
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**CITY OF MIDWEST CITY,
OKLAHOMA**



EDDIE O. REED, Mayor

ATTEST:



BOB PROVINE, City Clerk

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

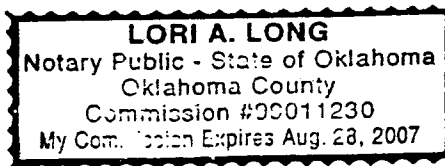
This Instrument was acknowledged before me on January 18, 2005 by Eddie O. Reed as mayor of the City of Midwest City, Oklahoma.

WITNESS my hand and official seal as of the day and year last above written.

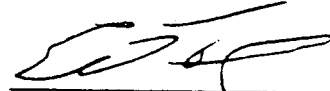


Notary Public, Commission No. 099011230

My Commission expires:
8-28-2007



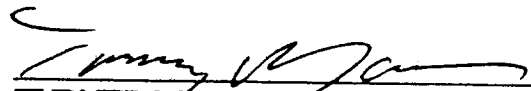
**TRUSTEES OF THE MIDWEST CITY
MUNICIPAL AUTHORITY**



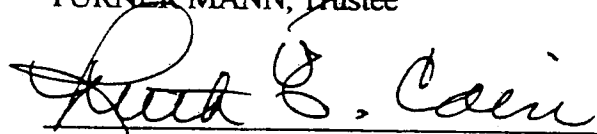
EDDIE O. REED, Chairman



JERRY R. MAYNARD, Trustee



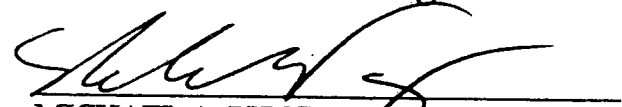
TURNER MANN, Trustee



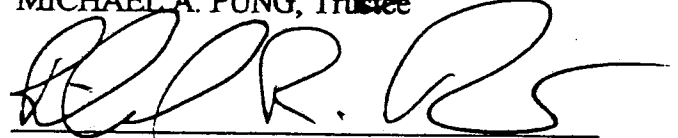
RUTH CAIN, Trustee



CHARLES C. JOYNER, Trustee



MICHAEL A. PUNG, Trustee



RICHARD R. RICE, Trustee

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

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CITY OF MIDWEST CITY,
OKLAHOMA, as Trustor



EDDIE O. REED, Mayor

ATTEST:



BOB PROVINE, City Clerk
(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

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WITNESS my hand and official seal of as of the day and year last above written.



Notary Public, Commission No. 99011230

My Commission expires:

8-28-2007



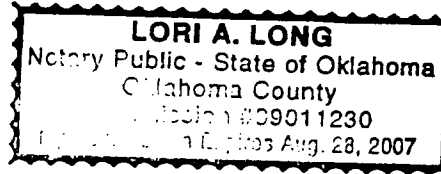
WITNESS my hand and official seal of as of the day and year last above written.

Lori A. Long

Notary Public, Commission No. 99011230

My Commission expires:

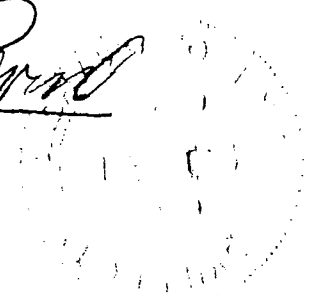
8-28-2007



I CERTIFY THAT THIS IS A
TRUE AND LIKE COPY OF A
INSTRUMENT ON FILE IN THE
OFFICE OF THE CITY CLERK
OF THE CITY OF MIDWEST CITY
OKLAHOMA COUNTY STATE OF
OKLAHOMA.

[Signature]

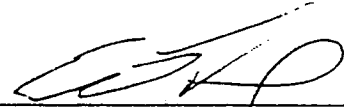
CITY CLERK



ACCEPTANCE OF BENEFICIAL INTEREST

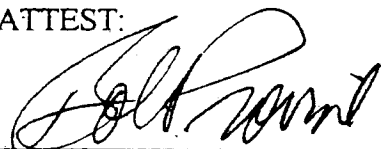
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**CITY OF MIDWEST CITY,
OKLAHOMA**



EDDIE O. REED, Mayor

ATTEST:



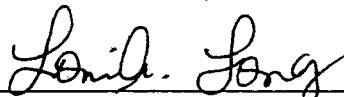
BOB PROVINE, City Clerk

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

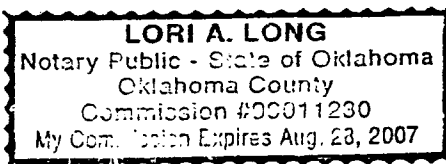
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WITNESS my hand and official seal as of the day and year last above written.



Notary Public, Commission No. 49011230

My Commission expires:
8-28-2007



TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 23rd day of July, 1968,
by and between the City of Midwest City, Oklahoma
hereinafter referred to as the Trustor, and Marion C. Reed, Claude R. Rigsby, James R.
Matthews, John A. Penrose, Don K. Killough, Ralph J. Brown and Kenneth E. Bennett

and their respective successors in office, to be known as the Trustees of the
Midwest City Municipal Authority, who shall
be and are hereinafter referred to as Trustees of the said Authority (herein-
after referred to as Trust) herein set out.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of
the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the
mutual covenants herein set forth, and other valuable considerations, the said
Trustees agree to hold, manage, invest, assign, convey and distribute as herein
provided, authorized and directed, such property as Trustor, or others, may
from time to time assign, transfer, lease, convey, give, bequeath, devise or
deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and
increases thereof unto said Trustees and said Trustee's successors and assigns,
but nevertheless in trust, for the use and benefit of The City of Midwest City, Oklahoma
, hereinafter referred to as Beneficiary, and
upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and
benefit of the Beneficiary, to finance, operate, construct and administer any
public works, improvements or facilities, and for the public purposes herein-
after set forth, under the provisions of Title 60, Oklahoma Statutes 1961,
Sections 176 to 180, inclusive, the Oklahoma Trust Act and other applicable statutes
of the State of Oklahoma.

ARTICLE II

The Trustees of this Trust shall conduct all business and execute or authorize the
execution of all instruments in the name of this Trust, and otherwise perform the duties

and functions required in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

(1) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate buildings and other facilities for use by the United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer utilities and/or buildings or other facilities either within or without the territorial boundaries of the Beneficiary which are or shall be of public use, or useful in securing, developing, and maintaining industrial and manufacturing activities including, but without limitation, water, sewer, garbage, trash disposal, recreational and industrial facilities; and to service machinery or equipment in connection with such utilities, buildings and facilities.

(2) To hold, maintain and administer any leasehold rights in and to physical properties demised to the Beneficiary and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties, and revenue thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needful for trust purposes.

(4) To perform on behalf of the Beneficiary the functions and powers as authorized by industrial development statutes.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities, and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purpose shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) And all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of \$10.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.

The instruments executed for each project, and such issuance of Trustees Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be citizens and residents of the Beneficiary, who are the persons presently constituting the Mayor and the City Council of the Beneficiary, and the persons who shall be their successors as Mayor and members of the City Council of said Beneficiary and each such successor in office shall without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. This Trust shall be effective from and after its execution by a majority of the original Trustees herein designated. Thereafter, any original Trustee may signify his acceptance of the office of Trustee by executing this Trust.

(2) The person who shall be the Mayor of the Beneficiary, shall become automatically the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees shall select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(3) The person who shall be the City Clerk of the Beneficiary, shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the Treasurer of the Beneficiary, shall act as Treasurer of the Trustees.

(5) The Trustees may appoint a general manager for the Trust Estate, and may employ such other clerical, professional legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, or of the Beneficiary, or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.

(2) To enter into contracts for the acquisition and construction of facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith, other than those facilities to be constructed by the employees of the Trustees;

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

(c) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(5) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in actions, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary; but may agree for approval of any or all of its actions and transactions by the governing board of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper, and pay for the same as they see fit.

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 6 of Article VI hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary

or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, as amended and supplemented; and other statutes of the State of Oklahoma presently in force and effect. Trustor now declares that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination from and after the date any indebtedness is incurred by the Trustees.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX
TERMINATION OF TRUST

This Trust shall terminate - - -

- (1) When the purposes set out in Article III of this instrument shall have been fully executed; or
- (2) In the manner provided by Title 60, Oklahoma Statutes 1961, Section 150. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payments of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

THE CITY OF MIDWEST CITY, OKLAHOMA, Trustor

ATTEST:

[Signature]
City Clerk of Trustor

[Signature]
Mayor of Trustor

[Signature]
Claude R. Rigsby, Trustee

[Signature]
Marion C. Reed, Trustee

[Signature]
John A. Penrose, Trustee

[Signature]
James R. Matthews, Trustee

[Signature]
Ralph J. Brown, Trustee

[Signature]
Don K. Killough, Trustee

[Signature]
Kenneth E. Bennett, Trustee

Trustees

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of July, 1968, personally appeared Marion C. Reed and Tommy Melton, to me known to be the Mayor and City Clerk of the City of Midwest City, Oklahoma and the persons who executed the within and foregoing instruments and acknowledged to me that they executed the same as their and said City's free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Tommy Melton
Notary Public

(SEAL)

My commission expires 7-26-1974.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of July, 1968, personally appeared Claude E. Bicsby, James R. Matthews, John A. Penrose, Don K. Killough, Ralph J. Brown, Marion C. Reed and Kenneth E. Bennett to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Tommy Melton
Notary Public

(SEAL)

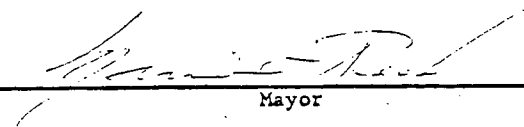
My commission expires 7-26-1974.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

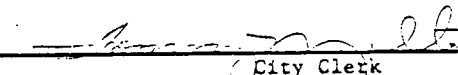
That the City Council of the City
of Midwest City, Oklahoma, a
municipal corporation, hereby accepts the beneficial interest in the Trust created
by the within and foregoing Trust Indenture, for and on behalf of said beneficiary
in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor
of the City of Midwest City, Oklahoma, attested
by the City Clerk of the City of Midwest City,
Oklahoma, pursuant to direction of said City Council,
this 23rd day of July, 19 68.



Mayor

ATTEST:



City Clerk

AN ORDINANCE ACCEPTING BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON BEHALF OF THE CITY OF MIDWEST CITY IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE; AND DECLARING AN EMERGENCY.

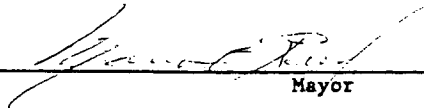
EMERGENCY ORDINANCE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY:

SECTION 1. That the Trust Indenture by and between the City of Midwest City, Oklahoma, as Trustor, and Marion C. Reed, Claude R. Rigsby, James R. Matthews, John A. Penrose, Don K. Killough, Ralph J. Brown and Kenneth E. Bennett as Trustees, dated as of July 23, 1968, creating the Midwest City Municipal Authority, a copy of which is on file in the office of the City Clerk, wherein the City of Midwest City is declared to be the beneficiary of said Trust, be and the same is hereby approved and the City of Midwest City accepts said Trust as the beneficiary thereof.

SECTION 2. That by reason of its being extremely advantageous to the City to accept the terms of said Trust, and by reason of the City's need of the facilities to be acquired, constructed and equipped by the Midwest City Municipal Authority, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said Trust be accepted and to that end that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.


PASSED AND APPROVED the 23rd day of July, 1968.



Mayor

(SEAL)

ATTEST:



City Clerk

THE REGULAR COUNCIL OF THE CITY OF MIDWEST CITY,
OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, MET IN
SESSION, IN THE OFFICE OF CITY COUNCIL
AT THE CITY HALL
IN SAID CITY ON THE 23RD DAY OF JULY, A.D.,
19 55, AT 7:15 O'CLOCK P.M.

PRESENT:

MARION C. REED	Mayor
JAMES R. MATTHEWS	Councilman, Ward II
JOHN A. PENROSE	Councilman, Ward III
DON K. KILLOUGH	Councilman, Ward IV
KENNETH E. BENNETT	Councilman, Ward VI

ABSENT: CLAUDE R. RIGSBY Councilman, Ward I
RALPH J. BROWN Councilman, Ward V

(Other Proceedings)

THEREUPON, Ordinance Number 989, entitled

AN ORDINANCE ACCEPTING THE BENEFICIAL INTEREST
IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON
BEHALF OF THE CITY OF MIDWEST CITY IN ALL RESPECTS IN
ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE; AND
DECLARING AN EMERGENCY.

was introduced and read in full by the Clerk.

THEREUPON Councilman Bennett moved that an emergency be declared, the
rules suspended and said Ordinance be read a second time by title, which motion was
duly seconded by

Councilman Penrose, and the question being upon the
suspension of the rules and placing the Ordinance upon its second reading, the roll
was called with the following result:

AYE: Matthews, Penrose, Killough, Bennett, and Reed

NAY: None.

The Mayor declared the motion carried and the rules
suspended and thereupon said Ordinance was read a second time by its title.

THEREUPON Councilman Penrose moved that an emergency be declared, the
rules suspended and said Ordinance be read a third time and considered section by section
for amendment or adoption, which motion was duly seconded by

Councilman Bennett, and the question being upon the suspension of the rules and placing the Ordinance upon its third reading and consideration section by section for amendment or adoption, the roll was called with the following result:

AYE: Matthews, Penrose, Killough, Bennett, and Reed
NAY: None.

The Mayor declared the motion carried and the rules suspended and thereupon said Ordinance was read, section by section, and upon separate motions, duly seconded and put by the Mayor,

Section One, was read and adopted as read by the following vote:

AYE: Matthews, Penrose, Killough, Bennett, and Reed
NAY: None.

THEREUPON, Section Two, setting forth the emergency nature of said

Ordinance was read, and Councilman Bennett moved that an emergency be declared and that said Section be adopted as read, which motion was duly seconded by

Councilman Penrose, and the question being upon the adoption of said Section and declaring said emergency to exist, the roll was called with the following vote:

AYE: Matthews, Penrose, Killough, Bennett, and Reed
NAY: None.

The Mayor thereupon declared the motion carried by the affirmative vote of three-fourths of all members elected, and the said emergency section duly passed and adopted.

THEREUPON, Councilman Matthews moved that said Ordinance be placed upon final passage and passed as a whole, which motion was seconded by

Councilman Penrose and the question being upon the final passage of the Ordinance as a whole, the roll was called with the following result:

AYE: Matthews, Penrose, Killough, Bennett, and Reed
NAY: None.

The Mayor declared the motion carried and the Ordinance duly passed and adopted.

(SEAL)

ATTEST: _____
City Clerk

Mayor

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Clerk of the _____ City of _____
City, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings of the _____
Council of said City at a meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of Ordinance No. 989, as the same appears of record in my office.

WITNESS my hand and seal this 23rd day of July, A.D. 1968.

(SEAL)

City Clerk