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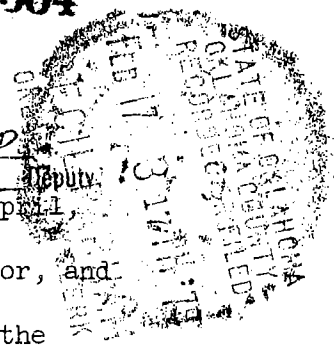
BOOK 767 PAGE 284

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THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

13754

TRUST INDENTURE



KNOW ALL MEN BY THESE PRESENTS: State of Oklahoma, Pottawatomie County, SS:
Filed for record FEB 3 1983 at 1:00 O'clock P.M.
Georgia Belle Austin, County Clerk, By: W. M. [Signature] Deputy

This Trust Agreement and Indenture dated as of the 1st day of April, 1956, by Oklahoma Industries, Inc., hereinafter referred to as Trustor, and William Gill, Jr., and Philip J. Rhoads, to be known as Trustees of the Oklahoma City Airport Trust, and hereinafter referred to as Trustees.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), 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 thereof.

Num. Index X
B & P.N. Index X
Margin lm
Grantor lm
Grantee lm

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

ARTICLE I

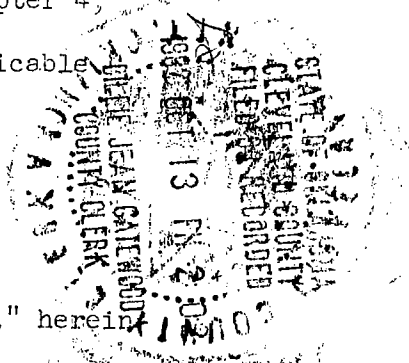
CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of The City of Oklahoma City, Oklahoma, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1951, Sections 176 to 180, inclusive, as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

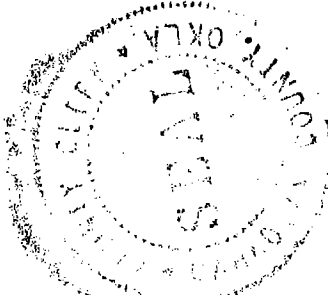
ARTICLE II

NAME

The name of this trust shall be "Oklahoma City Airport Trust," herein after referred to as Trust. Under that name it shall, so far as practicable,



State of Oklahoma)
Canadian County) SS
Filed for record Feb 4 1982
at 3:30 P M and recorded in
Book 990 Page 425
Fee \$ 15.00
BETTY EISENHOUR
County Clerk
By Marge Moss Deputy



STATE OF OKLAHOMA)
McCLAIN COUNTY) SS
Filed for record on the
29 day of Dec, 1982
at 8:00 o'clock A M Recorded in
Book 767 on page 284
Nelda Gray, County Clerk
By Low Hawley Deputy
Return to: City of Okla. City

21745

conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III

PURPOSES OF TRUST

The purposes of this Trust are:

(1) To plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of The City of Oklahoma City, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.

(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 or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with the airport properties, and to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for trust purposes.

(4) To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating any such airport and buildings and other improvements on airport grounds, and all properties, real, personal or mixed, required for execution 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.

(5) 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 the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the beneficiary municipality.

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 constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) Any and all leasehold rights demised to the Trustees by the Beneficiary as authorized and empowered by law, including but not limited to the airports known as Will Rogers Airport, Tulakes Airport and Cimarron Airport, and other airports now owned and operated or hereafter acquired by the Beneficiary, and all buildings thereon and income therefrom.

(3) Any and all money, property, real, personal and/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) And the following tract of land:

North Half ($N\frac{1}{2}$) of North Half ($N\frac{1}{2}$) of Southwest Quarter ($SW\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$), Section Thirty-five (35), Township Eleven North (11N), Range Four West (4W), Oklahoma County, Oklahoma.

ARTICLE VI

THE TRUSTEES

(1) There shall be two Trustees of this Trust:

(a) One of such Trustees shall be William Gill, Jr., the same person that currently has been appointed by the governing board of the Beneficiary as the City Manager of The City of Oklahoma City. He shall continue as such Trustee unless he has been succeeded by or replaced by some other person as City Manager of The City of Oklahoma City, and such latter person shall without any further act or conveyance 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 Trustee hereunder. That in the event of the abolishment of the City Manager form of government for The City of Oklahoma City, then in that event the governing board of The City of Oklahoma City shall appoint a successor Trustee to said William Gill, Jr., or his successor in office.

(b) The second of such Trustees shall be Philip J. Rhoads, who shall continue as such Trustee until replaced by another person appointed by holders of at least fifty per cent of the bonds then outstanding obligated to be paid by the Trustees who executed this instrument, and such successor shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of his predecessor hereunder, with like effect as if originally named as Trustee hereunder. That in event of incapacity, resignation or death of said Trustee Philip J. Rhoads or his successor in office, The First National Bank and Trust Company of Oklahoma City (or successor of said Bank under Bond Indenture executed pursuant to this Trust Indenture) hereinafter called "Bank," shall appoint an officer of its Bank as successor Trustee until such time as a different Trustee is designated by holders of at least fifty per cent of the Trustees Bonds then outstanding. Upon such change of Trustee, the Trustees shall file a certificate thereof in the office of the City Clerk of Oklahoma City, and the paying agent designated in the Bond Indenture.

(2) The Trustees may contract, in connection with the incurring of any bonded debt secured by the Trust Estate and/or its revenues, or any part of

either or both, that a Temporary Trustee may be appointed by the Bank under the Bond Indenture securing the payment of Trustees Bonds or holders of at least fifty per cent in amount of the then outstanding bonded indebtedness obligated to be paid by the Trustees who executed this instrument insofar as the Trustee who is the City Manager of The City of Oklahoma City in the following events:

(a) If the undersigned William Gill, Jr., or successor City Manager of The City of Oklahoma City refuses to act and perform the duties, as provided for, or (b) in the event of a default in the payment of principal of ~~or~~ interest on such debt, or any default under any instrument securing or pursuant to which such debt be incurred, a certificate shall be filed by the Bank under the Bond Indenture with the City Clerk of The City of Oklahoma City, setting out the appointment of a Temporary Trustee. Such Temporary Trustee shall without any further act or conveyance become fully vested, together with the other Trustee, with all the estate, properties, rights, powers, trusts, duties and obligations of his predecessor in trust with like effect as if originally named as Trustee herein. The Temporary Trustee shall cease to have any power or authority in the event the present or successor City Manager of The City of Oklahoma City (or person designated by the governing board of The City of Oklahoma City to act as Trustee in event of abolishment of City Manager form of government) files a certificate with the Bank designated in the Bond Indenture and the City Clerk of The City of Oklahoma City agreeing to perform the powers, duties and assume the obligations provided for, or upon the termination of all the defaults by which his appointment would have been authorized, and the permanent Trustee, temporarily supplanted, shall be automatically reinstated.

(3) No Trustee who shall be City Manager of The City of Oklahoma City (or person designated to act as Trustee by governing board of The City of Oklahoma City in event of abolishment of City Manager form of government) shall be paid any compensation of any kind for his services as a trustee of this Trust. Any temporary trustee appointed shall receive reasonable compensation for his services, to be fixed by the Bank set out in the Bond Indenture, which compensation is subject to revision by the holders of at least fifty per cent in amount of the Trustees Bonds then outstanding, to be paid from revenues of the Trust Estate.

The other Trustee, Philip J. Rhoads, and his successor in office shall be paid as compensation for his services as a trustee of this Trust the sum of \$1,000 per month during the period of time any major capital improvements are under construction at the airport and until such time as the governing board of the beneficiary determines that said improvements are substantially complete and are available for use and occupancy. Said Trustee shall thereafter be paid the sum of \$500 per month during the term of this Trust, which compensation may be increased by the holders of at least fifty per cent of the then outstanding bonded indebtedness of the Trustees. Such compensation paid either to Philip J. Rhoads and his successor or the Temporary Trustee shall be from the proceeds of the sale of the Trustees Bonds during the construction period, determined as aforesaid, and thereafter from the revenues of the Trust Estate.

(4) Bonds to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma nor of The City of Oklahoma City, Oklahoma, nor personal obligations of the Trustees of the Oklahoma City Airport Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(5) The Trustees, the State of Oklahoma and the beneficiary herein 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 property; 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 property, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

Subject to the provisions and limitations otherwise provided in this 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:

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

(2) 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 of the property in the Trust, real or personal; to borrow money, or renew loans for the Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, and lease land and other property from the beneficiary and construct and equip buildings and facilities thereon and lease or rent the same to individuals, partnerships, associations, corporations and others, including agencies of the United States of America, State of Oklahoma, and political subdivisions of the State, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness and may secure the payment of such bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance of such real and personal property, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and 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 sub-lease any property of the Trust or of which the Trustees may become the owners or lessees.

(3) 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

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payment of any indebtedness to the Trust. To purchase and sell such supplies, goods and commodities as are incident to the operation of its airport properties.

(4) 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, indorse, 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, deeds of trust or otherwise, upon any or all property of the Trust, and to pledge 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.

(5) The whole title, legal and equitable, to the Trust property is and shall be vested in the Trustees, as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the trust properties 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.

(6) 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.

(7) The Trustees may employ such agents, servants and employees as they deem necessary or proper, and shall prescribe their duties and fix their compensation at such amounts as is customary and normal in the operation of airports; and select depositories for the funds and securities of this Trust. The Co-Trustee Philip J. Rhoads, or his successor in office, may employ special counsel to represent him as co-trustee and such special counsel's compensation shall be paid from revenues of Trust Estate.

(8) The Trustees may compromise any debts or claims of or against the Trust, 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 upon any evidence that seems to the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect interests of the Trust, 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 Trust assets, together with court costs and attorney fees. All such expenditures shall be treated as expenses of executing this Trust.

(9) 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 monies arising therefrom.

(10) 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.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The beneficiary of this Trust shall be The City of Oklahoma City, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 1951, Sections 176 to 180, both inclusive, and as amended and other statutes of the State of Oklahoma. Trustor now declares that this Trust Indenture shall be irrevocable from the moment it is signed by it and delivered to the Trustees, and that it shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Indenture.

(2) The Trustees shall first pay all indebtedness of the Trust and interest thereon, and second, pay the costs and expenses incident to the management, operation, maintenance, and conservation of this Trust, and the balance to the beneficiary of the Trust. However, the Trustees may covenant with beneficiary under terms of which the Trustees shall first pay all indebtedness of the Trust and interest thereon including Bank's fees, Trustees' compensation and

other necessary expenses necessary to carry out their duties as set out in instruments executed pursuant to this Trust Indenture; and the balance to the beneficiary of the Trust who shall pay the costs and expenses incident to the management, operation, maintenance, and extension 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 1951, Section 180.

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 payment of all debts and obligations out of Trust money to the extent thereof shall distribute the residue of the money and Trust property 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 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.

ATTEST:

Jack Hull
Secretary

OKLAHOMA INDUSTRIES, INC.

By *Boul B. Strauberg*
Exec. V - President

TRUSTOR

Wm See Jr
Philip J. Phoeals
TRUSTEES

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, a notary public in and for said State, on this 17th day of April, 1956, personally appeared Paul B. Strasbaugh, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its Executive Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

John Boyd

Notary Public

(SEAL)

My Commission Expires _____ My Commission Expires July 28, 1956.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, a notary public in and for said State, on this 17th day of April, 1956, personally appeared William Gill, Jr., and Philip J. Rhoads, to me known to be the identical persons who executed the 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.

Witness my hand and official seal the day and year last above written.

Wesley A. Rice

Notary Public

(SEAL)

My Commission Expires _____ My Commission Expires Feb. 3, 1959.

STATE OF OKLAHOMA }
OKLAHOMA COUNTY } SS.

I, the undersigned, City Clerk of the City of Oklahoma City, in the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Trust Indenture Chas. T. 2-3-83 as the same appears of record in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of The City of Oklahoma City, this the 21st day of April, 1956 (Trust Indenture - Page 11)

Chas. T. Curry

CITY CLERK