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DATE OCT. 23 1989
OKLAHOMA COUNTY CLERK
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THIS 1989 AMENDMENT TO TRUST INDENTURE, dated as of the 1st day of April, 1989, but actually executed on the date hereinafter set out, by Raymond Messa Industries Authority (successor of Oklahoma Industries, Inc.), hereinafter referred to as "Trustor," and Terry L. Childers and Ken W. Townsend, Trustees of the Oklahoma City Airport Trust, hereinafter referred to as "Trustees":

BOOK PAGE
1617 518

WITNESSETH:

WHEREAS, Oklahoma Industries, Inc., as Trustor, entered into a Trust Indenture with William Gill, Jr., and Philip J. Rhoads, designated as Trustees of the Oklahoma City Airport Trust, dated as of April 1, 1956, creating a trust for the use and benefit of The City of Oklahoma City, pursuant to the laws of the State of Oklahoma; and said trust was created by acceptance of beneficial interest therein on April 24, 1956, by the City Council of The City of Oklahoma City, the governing body of said City, for and on behalf of The City; and

WHEREAS in Morris v. City of Oklahoma City, 299 P.2d 131 (Okl. 1956) the Supreme Court determined and held that said Trust Indenture; The City's acceptance of beneficial interest in the Oklahoma City Airport Trust; and the Lease Agreement dated April 25, 1956, between The City and the Trustees as well as the Bond Indenture, dated April 1, 1956, between the Trustees and the First National Bank and Trust Company of Oklahoma City, entered into pursuant to the Trust Indenture "and all instruments incident to the Oklahoma City Airport Trust, including the Bonds issued thereunder are hereby held to be valid and binding instruments." 299 P.2d at 139; and

WHEREAS, said Airport Trust Indenture provided and currently provides that there shall be two Trustees of the Trust: (i) the person who is appointed by the

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State of Oklahoma, Pottawatomie County, SS:
Filed for record DEC 0 1 1989 at 11:30 o'clock AM Page 1 of 13 Pages
Myrna Beene, County Clerk, By: D. Wally Deputy

STATE OF OKLAHOMA
CLEVELAND COUNTY
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WHEN RECORDED MAIL TO
City of Oklahoma City
NAME City Clerk 1688
ADDRESS: 200 N Walker
CITY & STATE Okl. City, Ok 73102

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governing board of the Beneficiary as the City Manager of The City of Oklahoma City and (ii) an officer of The First National Bank and Trust Company of Oklahoma City (or successor of said Bank under the Bond Indenture executed pursuant to the Trust Indenture) appointed by said Bank until a different Trustee is designated by holders of at least fifty percent of Trustees Bonds then outstanding; and

WHEREAS, the Bond Indenture does not, as is the usual procedure, merely identify the Trustees as the persons holding such positions under the Trust Indenture, but instead contains the following independent provisions identifying and specifying the manner in which the Airport Trustees are to be selected:

"(b) The term 'Trustees' means (a) William Gill, Jr., currently serving as the City Manager of the City of Oklahoma City, or his successor in office as City Manager of Oklahoma City; and in the event of the abolishment of the City Manager form of government, then the person designated by the governing body as successor in office. (b) Philip J. Rhoads, or his successor appointed by The First National Bank and Trust Company of Oklahoma City or the holders of at least 50% of Trustee Bonds then outstanding."

WHEREAS, any amendment to the Trust Indenture unconditionally vesting The City with the power to appoint multiple additional trustees would substantially alter the present provisions of the Indenture and could be effected only by agreement of the Trustor, the Trustees, The City and written consent of all holders of outstanding Airport Trust Bonds (or pursuant to 60 O.S. 1981, § 180, by agreement of the Trustees, the Beneficiary, and holders of all outstanding indebtedness, with the consent of the Governor of the State); and

WHEREAS, the consent of bondholders to any amendment which substantially alters existing rights of the parties and effectively revokes portions of the Airport Trust Indenture would be required by virtue of the holding in Morrison v. Ardmore Industrial Development Corp. 444 P.2d 816 (Okla. 1968), that an indenture creating a

public trust can be amended in the same manner as such trust ~~may be amended~~; and in this connection, the Airport Trust Indenture specifically provides,

". . . 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."

WHEREAS, all parties recognize the virtual impossibility of obtaining actual consent from all holders of outstanding Airport Trust Bonds; nonetheless, all parties desire to accommodate the wishes of the City to amend all necessary Trust instruments to increase the number of Airport Trustees, while simultaneously preserving the existing legal framework and structure embodied in both the Trust Indenture and the Bond Indenture of the Oklahoma City Airport Trust; and

WHEREAS, an amendment drafted in accordance with the objectives stated above would not effectually revoke any portion of the Trust; and, for that reason, the First Interstate Bank, acting in its capacity as fiduciary representative of outstanding bondholders under the Bond Indenture, may execute and/or consent to all necessary amendatory documents required to achieve the desired objectives; and

WHEREAS, after prolonged consideration of these matters and consultation among various interested parties, it has been determined that the substance of the existing framework and structure of both Indentures would be preserved by an amendment to the Trust Indenture investing The City with the right to appoint one additional voting Trustee to the Trust, subject to a minimal number of certain carefully crafted qualifications; see attached opinion, dated March 10, 1989, from Gary M. Bush, Esq.; Fagin, Brown, Bush, Tinney and Kiser; to the Trustees of the Oklahoma City Airport Trust; and

WHEREAS, finally, it has also been determined that the Trust Indenture should be additionally amended for the "housekeeping" purpose of specifically identifying

the First Interstate Bank of Oklahoma, N.A., as the successor of The First National Bank and Trust Company of Oklahoma City (herein referred to as "FNB") on and after July 14, 1986, when the Comptroller of the Currency and the Federal Deposit Insurance Corporation (herein called "FDIC"), acting pursuant to federal and state statutes (which were legally incorporated into all instruments pertaining to the creation of the Airport Trust by reason of the fact they were in effect prior to the execution of such instruments), determined the FNB to be insolvent and designated the First Interstate Bank of Oklahoma, N.A., to be the successor of the FNB.

NOW, THEREFORE, for and in consideration of the terms and provisions hereinafter set forth, it is the desire of the Trustor and the Trustees to amend certain provisions of Article VI, "The Trustees," of the Trust Indenture, to wit:

1. Article VI, "The Trustees," of the Trust Indenture is hereby amended in the following respects: (i) Section (1) of said Article is amended by deleting therefrom the word scored through and substituting therefore the word underlined; (ii) Subsection (b) of Section (1) of said Article is amended by adding thereto the words and phrases underlined; (iii) Section 1 of said Article is amended by adding thereto an entirely new Subsection (c) consisting of the words and phrases underlined; and (iv) Section 1 of said Article is amended by adding thereto an entirely new Subsection (d) consisting of the words and phrases unlined; and all the above described Amendments to Article VI shall be as set forth immediately below:

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

* * *

"(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 percent 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 the event of the incapacity, resignation or death of said Trustee Philip J. Rhoads or his successor in office, then

(i) until July 14, 1986, The First National Bank and Trust Company of Oklahoma City (or successor of said Bank under Bond Indenture executed pursuant to this Trust Indenture) and (ii) on and after July 14, 1986, First Interstate Bank of Oklahoma, N. A., [the successor to The First National Bank and Trust Company of Oklahoma City] (or successor of said First Interstate Bank of Oklahoma, N. A., 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 percent of 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.

"(c) The third of such Trustees shall be a citizen and resident of The City of Oklahoma City (herein sometimes called "The City") who shall be appointed by the Mayor and confirmed by the City Council of The City of Oklahoma City; provided said third Trustee shall be appointed by the Mayor from a list of three (3) nominees prepared and submitted by the two Trustees who are, respectively, the City Manager of The City and an officer of the Bank appointed by the Bank or by the holders of at least fifty percent of outstanding bonds. Any citizen and resident of The City shall be eligible for nomination and appointment as such Third Trustee whether such person at the time of appointment is or is not an appointed or elected officer of The City, or is or is not a trustee of another public trust which has The City as its beneficiary; and, further, any such person duly appointed to and holding such position as such Third Trustee shall continue to be eligible to serve as such Trustee whether or not such person becomes or ceases to be an appointed or elected officer of The City, or becomes or ceases to be a trustee of another public trust which has The City as its beneficiary. Such Trustee shall hold office for a period of six (6) years, commencing on the date of his or her appointment; and upon expiration of his or her term of office such Trustee shall continue to serve until a successor Trustee has been duly

appointed. Successors to this Trustee shall be appointed by the Mayor and confirmed by the City Council of The City of Oklahoma City; and each such successor shall serve a term of six (6) years. Vacancies occurring otherwise than through the expiration of a term shall be filled for the unexpired term in the same manner as that provided for the appointment of a successor. This Trustee may succeed himself or herself. The Trustee and his or her successors appointed under the provision hereof shall not be paid compensation of any kind for his or her services as Trustee of this Trust, except that such Trustee may be reimbursed for any necessary trust expenses incurred.

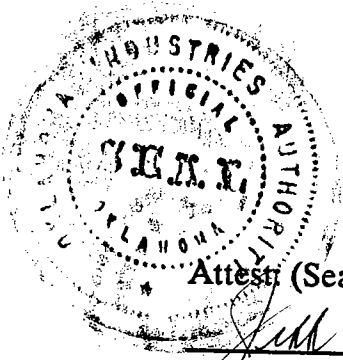
"Each duly appointed successor shall, without any further act or conveyance, become vested with all the estate, properties, rights, powers, duties and obligations of his or her predecessor hereunder.

"(d) The Trustees shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall hold all Trust meetings open to the public, and the books, records and minutes of the Trust meetings shall be public records and will be kept in a place available for inspection by any person during regular business hours. No bonds, notes, debentures or other evidences of indebtedness secured by the Bond Indenture, or any Bond Indenture supplemental thereto, executed pursuant to this Trust Indenture, shall be authorized or issued without the approval of the Trustee who is the City Manager of The City and of the Trustee who is appointed by the Bank or the holders of at least fifty percent of outstanding bonds."

The amendments to Article VI of the Trust Indenture set forth in Paragraph 1 shall become and be effective on and after May 15, 1989.

3. Except as to the word deleted from and the language added to those portions of Article VI set out above, all terms and provisions of the TRUST INDENTURE, dated as of April 1, 1956, shall remain in full force and effect; and the amendments to Article VI set out above shall become a part of the TRUST INDENTURE as if fully set out therein.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands this 16 day of May, 1989.



OKLAHOMA INDUSTRIES AUTHORITY,
Trustor

By: Edward L. Lyford
Chairman

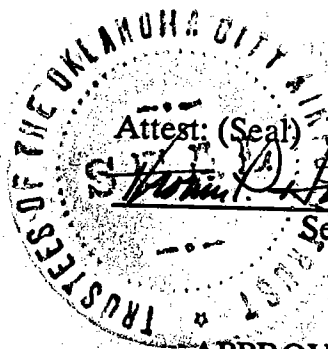
Attest: (Seal)

Jim M. Mahoney
Secretary

OKLAHOMA CITY AIRPORT TRUST

Ken W. Townsend
Ken W. Townsend, Trustee

Terry L. Childers
Terry L. Childers, Trustee



Attest: (Seal)

William D. Farley 5/17/89
Secretary

APPROVED as to form and legality this 3rd day of April, 1989.

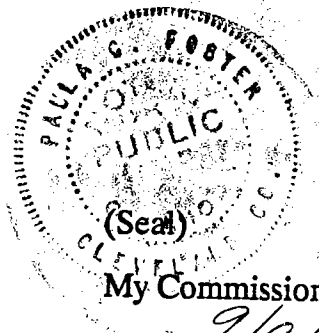
James R. Faxon
Assistant Municipal Counselor

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STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

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The foregoing instrument was acknowledged before me this 14th day of June, 1989, by Edward L. Gaylord, Chairman of Oklahoma Industries Authority (successor of Oklahoma Industries, Inc.), a public trust, for and on behalf of Oklahoma Industries Authority.



Paula G. Foster
Notary Public

My Commission Expires:

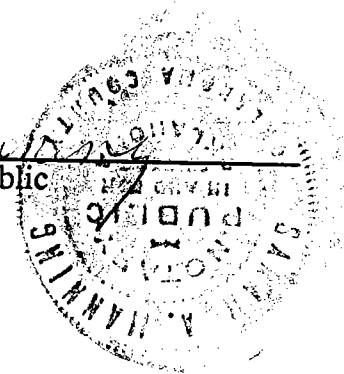
9/9/92

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS

The foregoing instrument was acknowledged before me this 17 day of May, 1989, by Terry L. Childers and Ken W. Townsend, Trustees of the Oklahoma City Airport Trust, a public trust, for and on behalf of the Oklahoma City Airport Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

Sarah A. Manning
Notary Public



(Seal)

My Commission Expires:

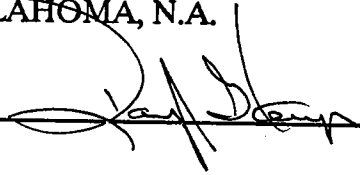
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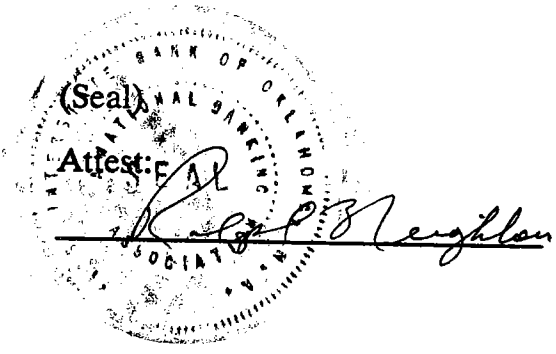
CONSENT OF TRUSTEE BANK

I, the authorized officer for the First Interstate Bank of Oklahoma, N.A., successor to The First National Bank and Trust Company of Oklahoma City, the Trustee Bank for the outstanding Airport Trustees Bonds under the Bond Indenture, dated April 1, 1956, hereby consent to the provisions of the foregoing 1989 Amendment to Trust Indenture of the Oklahoma City Airport Trust.

FIRST INTERSTATE BANK OF
OKLAHOMA, N.A.

By:

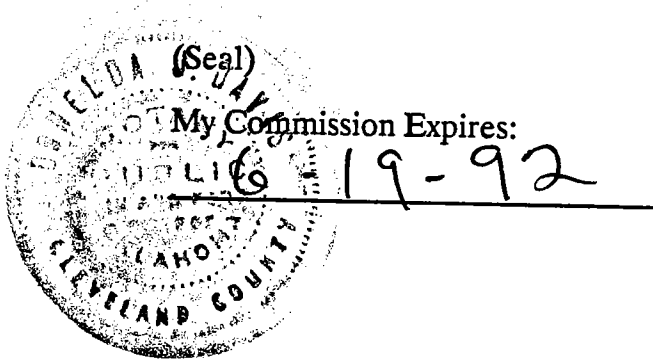




STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS

The foregoing instrument was acknowledged before me this 19 day of June, 1989, by Raymond G Kamp, Vice President + TO of First Interstate Bank of Oklahoma, N.A., a National Banking Association, for and on behalf of the First Interstate Bank of Oklahoma, N.A.

Donelda J Davis
Notary Public



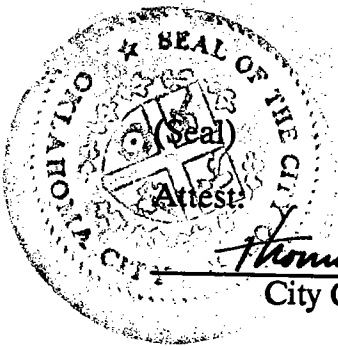
ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of The City of Oklahoma City, a municipal corporation, hereby affirms and redeclares its acceptance of beneficial interest in the Oklahoma City Airport Trust created by the TRUST INDENTURE, dated April 1, 1956; and hereby accepts and reaccepts beneficial interest in the Oklahoma City Airport Trust created by the TRUST INDENTURE, and by the foregoing 1989 AMENDMENT TO TRUST INDENTURE, dated April 1, 1989, for and on behalf of said beneficiary in all respects in accordance with the terms of said instruments.

WITNESS MY HAND as Mayor of The City of Oklahoma City, Oklahoma, and attested by the City Clerk of said City, pursuant to authorization and direction of said City Council this 16 day of May, 1989.

[Signature of Mayor]
MAYOR




[Signature of Thomas P. Hurley]
City Clerk

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS

The foregoing instrument was acknowledged before me this 16 day of May, 1989, by RONALD J. NORICK,
Mayor of The City of Oklahoma City, a
municipal corporation, on behalf of The City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

Sarah A. Maxner
Notary Public

A circular notary seal for Sarah A. Maxner, Notary Public, State of Oklahoma. The seal contains the text "SARAH A. MAXNER", "NOTARY PUBLIC", and "STATE OF OKLAHOMA".

(Seal)

My Commission Expires:

11-28-92