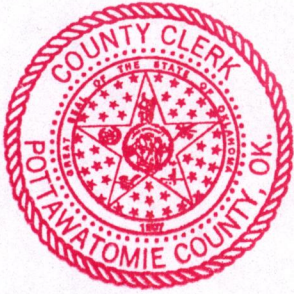


200500012540
Filed for Record in
POTTAWATOMIE OKLAHOMA
NANCY BRYCE
08-30-2005 At 12:40 pm.
INDENTURE 49.00

Instrument PG 1 OF 20
200500012540



TITLE OF DOCUMENT - Amended &
Restated Trust Indenture

THIS PAGE IS ADDED TO PROVIDE
ADEQUATE SPACE FOR RECORDING
INFORMATION.

DO NOT REMOVE

OFFICE OF CITY CLERK
MUNICIPAL BUILDING
200 NORTH WALKER AVE.
OKLAHOMA CITY, OKLAHOMA 73102

Doc#:R 2005 34553
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Filed:08-03-2005
08:07:54 AM
Cleveland County, OK

Doc # 2005105541
Bk 9777
Pg 1068-1086
DATE 07/12/05 13:53:51
Filing Fee \$49.00
Documentary Tax \$0.00
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

WLI

Orth

**OKLAHOMA CITY RIVERFRONT REDEVELOPMENT AUTHORITY
AMENDED AND RESTATED TRUST INDENTURE**

7/14/05

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED AND RESTATED TRUST INDENTURE is made and entered into this 14th day of June, 2005, by and between Jack Cornett, hereinafter referred to as "Trustor," and the Trustees designated as provided herein, and their respective successors in office, to be known as the Oklahoma City Riverfront Redevelopment Authority, and hereinafter referred to as "Trust."

19

WITNESSETH

In consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the mutual covenants set forth herein, and other valuable consideration, the Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as the Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

TO HAVE AND TO HOLD such property and the 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, the sole beneficiary of said Trust, and upon the following trusts, terms and conditions stated herein:

ARTICLE I

CREATION OF TRUST

The undersigned Trustor hereby creates and establishes this 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 2001, Sections 176 through 180.4, inclusive, as

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Canadian County, OK

amended, known as the Trust for the Furtherance of Public Functions Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

NAME

The name of this trust shall be "Oklahoma City Riverfront Redevelopment Authority," hereinafter referred to as "Trust." Under that name the Trustees shall, so far as practicable, conduct all business, execute all instruments, and otherwise perform all necessary duties and functions in the exercise of this Trust so that all conveyances (to and from) of the Trust concerning real estate, including but not limited to sale, lease and mortgage, may be made to and signed by Oklahoma City Riverfront Redevelopment Authority, executed by its Chairman or Vice Chairman and attested by its Secretary or Assistant Secretary with the official seal affixed; and that all parties both heretofore and hereafter may rely upon said method of conveying without further evidence from the Trust or The City of Oklahoma City as to the authority therefore. This provision shall apply to all conveyances to or from the Trust.

ARTICLE III

PURPOSES

The purposes of this Trust are:

(1) To lease, plan, improve, develop, construct, acquire, enlarge, maintain, remodel, equip, operate, administer, support and manage the leasehold property located in and along the course of the North Canadian River, a portion of which is known as the Oklahoma River, in Oklahoma City, Oklahoma and Canadian Counties, Oklahoma, hereinafter referred to as the "North Canadian River Corridor," for the use and enjoyment of the general public, or of the Beneficiary herein, or of the United States of America, the State of Oklahoma, or any political subdivision thereof.

(2) To hold, maintain and administer leasehold rights in the North Canadian River Corridor and to comply with the terms and conditions of any such lease.

(3) To plan, purchase, acquire, design, construct, finance, refinance, install, improve, remodel, equip, develop, enlarge, extend, establish, maintain, furnish, provide, supply, hold, store, operate, and administer any and all physical properties and facilities located in the North Canadian River Corridor and any and all potential enlargements or extensions of the Corridor which are appropriate for the use and enjoyment of the public under the provisions of 60 Oklahoma Statutes 2001, Section 176 *et. seq.*, including, by way of illustration and not of limitation; sports center facilities, equestrian facilities, stadiums, lodging, entertainment facilities, food and beverage facilities, marinas, cooperative ventures with private sector firms, various cultural, educational and recreational facilities, compatible and related commercial and business facilities and appurtenances and personnel, machinery and equipment for use thereon and therein for the support thereof.

(4) To acquire, purchase, sublease, assign, encumber, lease, rent, contract with respect to, permit the encumbrance of, furnish or provide such property, buildings, improvements and facilities for use, development or maintenance by individuals, charitable and private corporations and associations, partnerships, joint ventures or other concerns for the use and enjoyment of the public upon such terms as the Trustees and Beneficiary may deem suitable; and to relinquish, rent, dispose of, or otherwise make provision for the properties owned or controlled by Trust but no longer needful for trust purposes as the Trust and Beneficiary may deem suitable.

(5) To conduct or cause to be conducted events for the education and enjoyment of the public.

(6) To provide funds for the cost of financing, acquiring, designing, constructing, purchasing, developing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid facilities and buildings, 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.

(7) 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 municipality in accordance with Article IX hereof.

(8) To take all actions required to perform such additional purposes as the City Council of the Beneficiary, may from time to time add by written resolution, such purposes to be limited to the same as are authorized for a municipality to perform.

ARTICLE IV

DURATION OF TRUST

The Trust shall have duration as provided by law or until it shall be terminated as provided in Article IX herein.

ARTICLE V

TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property designated by the City or to be designated by the City or acquired by the Trust for Trust purposes.

(2) Any and all leasehold rights transferred to the Trustees by the Beneficiary as authorized and empowered by that law, including physical possession and right to lease, sublease, and encumber.

(3) Any and all money, including cash in hand, property rights (real, personal or mixed), 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) The instruments executed for each project, and each issuance of Trustees' Bonds and other indebtedness, shall set out the specific property of the Trust Estate pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) There shall be nine (9) Trustees of this Trust, one (1) of whom shall be the Mayor of The City of Oklahoma City who shall serve as ex-officio trustee, and eight (8) of whom shall be appointed by the Mayor and confirmed by the City Council of The City of Oklahoma City. Three (3) of the Mayor appointed Trustees shall be Council members who shall serve as ex-officio trustees. The Trustees shall serve for initial and successive terms as set forth hereinafter. Each Trustee shall serve until a successor Trustee has been appointed. Each of the successor trustees so appointed shall serve a term of four (4) years except the ex-officio Trustees. The ex-officio Trustees' terms, like those of their successors, shall be coterminous with their current terms of office. 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 to that position. The Trustees may succeed themselves. Notwithstanding any of the above, such City Council of the Beneficiary may, at any time, upon a majority vote, remove any

Trustee from office, without cause, the objective of this provision being to insure at all time the control of this Authority by the said City Council of said Beneficiary. Each duly appointed successor shall, without any further act or conveyance, become vested with all of the estate, properties, rights, powers, duties and obligations of his or her predecessor hereunder. No Trustee shall be paid any compensation of any kind for his or her services as a Trustee of this Trust except that Trustees may be reimbursed for necessary Trust expenses incurred.

(2) The Mayor, and three (3) Council members shall be Trustees of the Trust ex-officio. The five (5) remaining Trustees shall be chosen from among the citizens and residents of the Beneficiary including but not limited to Council members and officers of the City. The Mayor shall appoint a Chairman of the Trustees. The City Clerk of the Beneficiary shall act as Secretary of the Trust. The Assistant City Clerk shall act as Assistant Secretary of the Trust. Other Trust officers shall be elected from among the Trustees by the Trustees. The Mayor may choose any resident of The City of Oklahoma City including but not limited to Council members and officers of the City to serve as a Surrogate Trustee in his absence. The Surrogate Trustee shall take any oath of office required and while acting in this capacity, the Surrogate Trustee shall be vested with all the estate, property, rights, powers, duties and obligations of his principal.

(3) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary hereof, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of Trustees payable solely from the Trust Estate.

(4) 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 duties and responsibilities 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.

(5) Except as provided herein and by the statutes of the State of Oklahoma or any other provisions 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 its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(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) 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.

(8) At the conclusion of their terms, each successor or reappointed Trustee shall serve a term of four (4) years. Ex-officio Trustees and their successors shall have terms concurrent with their elected terms of office. An ex-officio Trustee does not automatically succeed themselves in the event of a re-election to the Council of The City of Oklahoma City unless appointed by Mayor and confirmed by the Council of The City of Oklahoma City.

(9) The City Manager of the Beneficiary shall serve as the General Manager of the Trust Estate. The General Manager may appoint or designate a General Manager Surrogate to act on behalf of the General Manager or perform such duties as the General Manager may direct.

(10) The Municipal Counselor of the Beneficiary shall conduct all actions and proceedings wherein the Trust shall be party plaintiff or defendant, or otherwise a party in interest. He or she shall be legal advisor to the Trustees, the General Manager, the General Manager Surrogate, the Secretary and the Assistant Secretary in relation to their duties and shall perform such other duties not inconsistent herewith as may be required of him or her.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

Subject to the provisions and limitations otherwise provided in this Trust Indenture and the laws of the State of Oklahoma, 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, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To enter into and execute, purchase, lease, or otherwise acquire property (real, personal or mixed), 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 personal property in the Authority, to borrow money, or renew loans for the Trust, to refund outstanding bonded indebtedness and to execute therefore 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 to and from the Beneficiary and construct, improve, repair, extend, remodel, and equip utilities or buildings and facilities thereon subject to the Public Competitive Bidding Act, 61O.S. 2001 §§101 *et seq.*, as amended, where applicable, and to operate or lease or rent the same to individuals, partnerships, joint ventures, 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 Amended and Restated Trust Indenture, and procure, in accordance with law, funds necessary for such purposes by the sale of bonds or other evidences of indebtedness and secure the payment of such bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance of such leasehold estate, personal property, utilities, buildings 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. The Trustees shall have the power to enter into contracts and subleases with corporations, persons, individuals, partnerships, joint ventures and associations, to lease from Trustees, to operate,

maintain, construct, design, repair and develop any portion or all of any specific North Canadian River Corridor project, and to permit said entities to assign, sublease, mortgage, pledge or encumber said estates, improvements and facilities.

(3) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust 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.

(4) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, partnership, joint venture, 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, deeds 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.

(5) 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 Trust Estate 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 Estate for the use and benefit of the Beneficiary.

The Trust 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 employ such agents, servants and employees, including accountants, attorneys, auditors, architects and engineers, 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 the Trust business; and select depositories for the funds and securities of this Trust.

The Trustees may settle 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.

No purchaser at any sale or lessee under 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.

The Trustees shall adopt a seal which shall be affixed in like manner as corporations are required by law to affix a corporate seal.

(6) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust, with the approval of the Beneficiary, for the purpose of acquiring and constructing works and facilities authorized to be acquired and 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 interests of the Trust Estate; and

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

(7) To exercise or to request, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of eminent domain as necessary in establishing, operating, administering, and maintaining any Trust facilities, systems, projects or programs. Provided, however, the Trust shall exercise the power of eminent domain for the enumerated purposes only in the manner and only to the extent authorized by law;

provided, further, in each instance the power of eminent domain shall be exercised by the Trust only after obtaining the prior approval of the City Council of The City of Oklahoma City, which approval may be conditioned in any manner deemed appropriate by the City Council.

ARTICLE VII-A

SUPERVISORY CONTROL

The Trust shall not initiate or take any action whatsoever in connection with the implementation of any development or redevelopment project within the boundaries of the North Canadian River Corridor, unless and until each such action, plan or improvement shall have been approved by a majority of the members of the City Council of The City of Oklahoma City. Further, the Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by The City of Oklahoma City, the legislature of the State or by regulations that may be issued by departments or agencies of the United States of America.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The sole and only Beneficiary of this Trust shall be The City of Oklahoma City, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 1981, Sections 176 to 180.4, both inclusive, as amended and supplemented, and other statutes of the State of Oklahoma as presently in force and effect.

(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. The Beneficiary shall be entitled to the benefits of this Trust, as administered by the Trustees

hereunder, and at the termination of the Trust, as provided herein, and then the Beneficiary shall receive the residue of the Trust Estate.

(3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of The City of Oklahoma City and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of The City of Oklahoma City, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, The City of Oklahoma City.

(4) In the event of default with respect to obligations issued to finance the acquisition of property, the Beneficiary has the exclusive option to purchase such property for the amount required to discharge such obligations, and is provided thirty (30) days to exercise such option from the date of default, but such property purchased shall be subject to any then existing leases, subleases, contracts or encumbrances as may be provided in any of the enumerated documents which have been executed by the Trustees.

(5) Beneficiary will have access at all times to the books and records of the Trust.

(6) In connection with the Trust's powers as a qualified issuer of bonds under Section 103 of the Internal Revenue Code, the Beneficiary will have all of the powers required by the Internal Revenue Code, Section 103, and its rules and regulations.

ARTICLE IX

TERMINATION OF AUTHORITY

This Trust shall terminate:

(1) When the purposes set out in Article III of this instrument shall have been fully executed;

(2) In the manner provided by Title 60, Oklahoma Statutes 2001, 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 and/or any outstanding contractual obligations of the Trustees which might become obligations of the Beneficiary unless all owners of such rights, indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to settle the affairs of this Trust, and after payment of all debts and obligations out of the Trust money to the extent thereof, shall distribute the residue of the money and Trust property to the Beneficiary hereunder who agrees to accept title thereto. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

ACCEPTANCE

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

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Ronald G. Merick Trustee of the Oklahoma City Riverfront Redevelopment Authority.



DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Kathy L. Williams Trustee of the Oklahoma City Riverfront Redevelopment Authority.



DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Paul Dudman Trustee of the Oklahoma City Riverfront Redevelopment Authority.



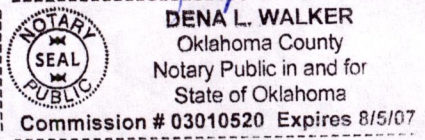
DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Don Kasperait, Trustee of the Oklahoma City Riverfront Redevelopment Authority.

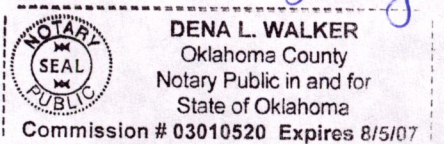


Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Brian Dougherty, Trustee of the Oklahoma City Riverfront Redevelopment Authority.

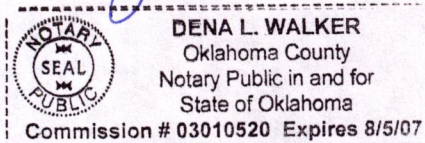


Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Larry McHtee, Trustee of the Oklahoma City Riverfront Redevelopment Authority.



Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Willa Johnson Trustee of the Oklahoma City Riverfront Redevelopment Authority.



DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Jerry Foster, Trustee of the Oklahoma City Riverfront Redevelopment Authority.



DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 21 day of June, 2005,
by Ann Simank, Trustee of the Oklahoma City Riverfront Redevelopment Authority.



DENA L. WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03010520 Expires 8/5/07

Dena L. Walker
Notary Public Commission No.

My Commission Expires: _____