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Attn: Norma Adams

TRUST INDENTURE

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DOC NUMBER 00037543
TIME 11:22 AM
MISC FEE 16.00
DATE APR. 8 1985

7959 BOOK 0984 PAGE 113

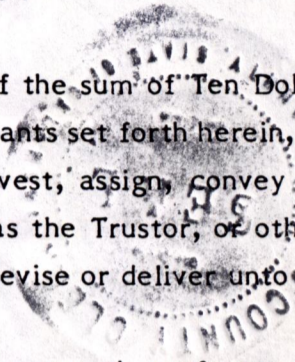
KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture is made and entered into this 19th day of March, 1985, by and between Jack W. 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 Development Authority, and hereinafter referred to as "Trust".

JERRY DEWOODY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

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, and upon the following trusts, terms and conditions stated herein:

Num. Index
B & P.M. Index
Margin _____
Granter _____
Grantee _____

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 1981, Sections 176 through 180.4, inclusive, as amended, known as the Trust for the Furtherance of Public Functions Act and other applicable statutes of the State of Oklahoma.

State of Oklahoma, Pottawatomie County, SS:

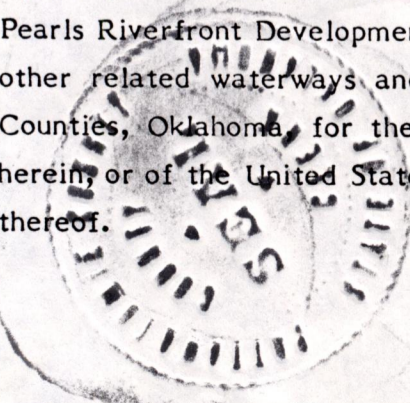
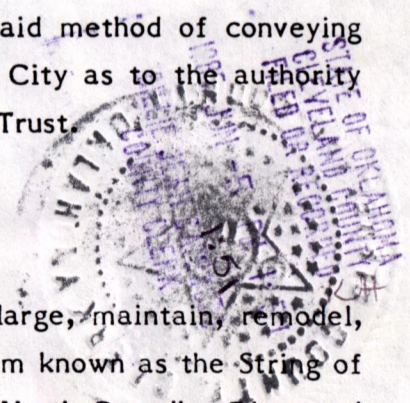
ARTICLE II Filed for record JUL 25 1985 at 1:00 O'clock P.M.
NAME Kathy Varley, County Clerk, By: C Blakemore Deputy

The name of this trust shall be "Oklahoma City Riverfront Development 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 Development 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, manage and regulate a park system known as the String of Pearls Riverfront Development located in and along the course of the North Canadian River and other related waterways and lowlying areas in Oklahoma City in Oklahoma and Canadian Counties, Oklahoma, 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 all leasehold rights in the String of Pearls Floodway 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, regulate and administer any and all physical properties and facilities located in the String of Pearls Floodway Corridor and any and all enlargements or extensions of the Corridor which are appropriate for the use and enjoyment of the public under the provisions of 60 Oklahoma Statutes 1981, Section 176 et. seq. and 62 Oklahoma Statutes, 1981, Section 651 et. seq. including, by way of illustration and not of limitation, sports center, equestrian facilities, stadiums, lodging, entertainment facilities, food and beverage facilities, low water dam structures, 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 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.

(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 presently in the hands of the Trustees or to be acquired, leased or constructed by Trustees and dedicated by the Trustor and others to be used for Trust purposes.

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

(3) Any and all money, including cash in hand, 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) 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 seven (7) Trustees of this Trust, one (1) of whom shall be the Mayor of the City of Oklahoma City and six (6) of whom shall be appointed by the Mayor and confirmed by the City Council of The City of Oklahoma City and three (3) of whom shall be ex-officio. 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 six years except the ex-officio Trustees, whose terms like those of their successors shall be coterminous with their offices. 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. 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 two (2) Council members who shall be nominated by the Mayor and confirmed by the Council of the Beneficiary shall be Trustees of the Trust ex-officio. At least two (2) of the remaining Trustees shall be chosen from among the residents of the Beneficiary, and any remaining Trustees shall be residents of the State of Oklahoma. The Mayor shall appoint a Chairman of the Trustees. Other Trust officers shall be elected from among the Trustees by the Trustees. The Mayor may choose a Council member or the City Manager to serve as a Surrogate Trustee to act in his absence. The Surrogate Trustee shall take any oath of office required of his principal. 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 his or 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) Commencing on the date of this Indenture, Don C. Kaspereit shall be a Trustee for a term of three years, Don E. Porter shall be a Trustee for a term of four years, David R. Martin shall be a Trustee for a term of five years and W. Bryan Arnn shall be a Trustee for a term of six years. Each of their successor Trustees shall serve a term of six years. The ex-officio Trustees and their successors shall have terms concurrent with their offices. Andy Coats, as Mayor, and Pete White and Marge Feighny as Council Members shall be ex-officio Trustees.

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, 61 O.S. 1981 §§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 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 Trustee shall have the power to enter into contracts and subleases with corporations, persons, individuals, partnerships, joint ventures and associations, to lease from Trustee, to operate, maintain, construct, design, repair and develop any portion or all of any specific park 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 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 employ such agents, servants and employees, including accountants, attorneys, auditors, architects, attorneys 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 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.

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 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.

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 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, 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.

(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

now 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 1981, 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

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.

Jack W. Covert

Trustor

[Signature]

Trustee

[Signature]

Trustee

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of March, 1985, personally appeared Don C. Kasperoit, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

Brenda D. Bridger
Notary Public

My Commission Expires:

9-19-86



STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of March, 1985, personally appeared Pete White, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

Brenda D. Bridger
Notary Public

My Commission Expires:

9-1-86



STATE OF OKLAHOMA)
) SS BOOK PAGE
COUNTY OF OKLAHOMA) 1289 0100

BOOK 1840 PAGE 240

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of March, 1985, personally appeared W. Bryan Aron, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



My Commission Expires:
9-1-86

Brenda D. Bridges
Notary Public

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of March, 1985, personally appeared Don E. Porter, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



My Commission Expires:
9-1-86

Brenda D. Bridges
Notary Public

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Resolution adopted by the City Council of the City of Oklahoma City on the 19th day of March, 1985, the said governing body of said City hereby accepts for said City beneficial interest in the Trust created by the Declaration of Trust of the Oklahoma City Riverfront Development Authority, dated the 19th day of March, 1985, as set forth in the said instrument.

IN WITNESS WHEREOF Andy Coats, Mayor of the above named City, as authorized and directed by the aforesaid Resolution, has executed this Acceptance of Beneficial Interest for said governing body this 19th day of March, 1985.

Andy Coats
MAYOR

ATTEST:
Thomas P. Smiley
City Clerk

APPROVED by the Trustees of the Oklahoma City Riverfront Development Authority on this 19th day of March, 1985.

Debbie White
CHAIRMAN OF TRUSTEES

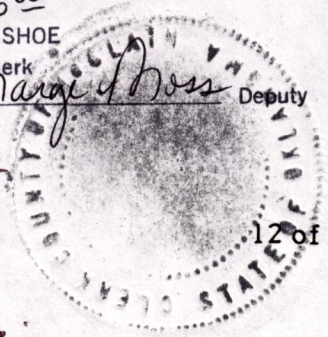
ATTEST:
Jan E Porter
Secretary

APPROVED as to form and legality this 14 day of March, 1985.

Jamez R. Fuson
Municipal Counselor

State of Oklahoma) SS
Canadian County
Filed for record May 8 19 85
at 10:15 A M. Recorded in
Book 1289 Page 91
Fee \$ 16.00
MARK MISHOE
County Clerk
By Marge Boss Deputy

STATE OF OKLAHOMA) SS
McCLAIN COUNTY
Filed for record on this
26 day of June A.D. 19 85
at 9:40 clock A M. Recorded in
Book 584 on page 113
Phyllis Bennett, County Clerk
By J. H. Deputy



Return to City of Okla. City
108N. Walker Street
O. C. O. 73102