

LAW OFFICES  
HIRSH AND HARKIN  
OKLAHOMA CITY

G. B. HANNAH, County Clerk in and for the  
County, State of Oklahoma, do hereby certify that the  
foregoing is a full and true copy of an instrument  
of record in my office. Witness my hand and official  
seal this 13 day of May 1966  
By: G. B. Hannah G. B. HANNAH, County Clerk.  
Deputy

DECLARATION OF TRUST

OF

THE GUTHRIE PUBLIC WORKS AUTHORITY

2230

KNOW ALL MEN BY THESE PRESENTS:

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I

DECLARATION AND COVENANT

**FILED**  
NOV 29 1977  
JEROME W. BYRD  
SECRETARY OF STATE

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the Trustor, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Sections 176 to 180, inclusive, of Title 60, Oklahoma Statutes 1961, and the Oklahoma Trust Act), solely for the use and benefit of said Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument or, in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary Municipality as provided by law, nor the fact that, at the time of signing this instrument, some or all of the ini-

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tial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by said Beneficiary Municipality or the governing body thereof.

II

NAME

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as,

THE GUTHRIE PUBLIC WORKS AUTHORITY.

Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions, in execution of this Trust.

III

PURPOSES

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

(a) To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the Beneficiary Municipality and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies or endeavors, utility services and facilities for all purposes that the same be authorized or proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for said services and facilities to the same extent as the Beneficiary itself might do: PROVIDED, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the Trust may be discontinued at any time;

(b) To promote the development of industry and culture and industrial, manufacturing, cultural and educational activities within and without the territorial limits of the Beneficiary Municipality and

to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary Municipality and the State of Oklahoma;

(c) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the county or counties in which the Beneficiary is located, the school district and/or districts included in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

(d) To further the performance by the Beneficiary of any municipal functions in relation to public housing or independently to perform such functions: PROVIDED, that said functions of the Beneficiary shall not be performed by the Trustees until after adoption by the governing body of the Beneficiary of a resolution declaring the need to exist in the area of the municipal territorial limits and unincorporated territory in reasonable proximity thereto for public housing facilities; and that unsanitary and unsafe dwelling accommodations exist in said area, or that there is a shortage of safe and sanitary dwelling accommodations in said area available to persons of low income at rentals or prices they can afford; and PROVIDED, FURTHER, that if a petition, signed by not less than five percent (5%) of the legal registered voters of the Beneficiary, contradicting the findings of said resolution shall be presented to the Trustees within thirty (30) days after adoption of such resolution, the performance of said functions shall not be authorized by such resolution until the resolution shall have been approved by a majority of the legal voters of the Beneficiary voting at an advisory election called and held by the Trustees in the manner provided in Section VII (b) of this Declaration of Trust; and PROVIDED FURTHER, that if a petition, signed by not less than five percent (5%) of the legal registered voters of the Beneficiary, asserting that there is a need for limiting the performance of said functions to existing facilities and public housing projects previously undertaken and in actual course of implementation shall be presented to the Trustees, the latter shall call and hold an election in the manner provided as aforesaid upon the question of so limiting the authority of the Trustees, and if a majority of the legal registered voters of the Beneficiary voting at such election shall vote in favor of so limiting the authority of the Trustees hereunder, said limitation shall be effective from the date of said election; and PROVIDED FURTHER, that when the Trustees have been limited in authority pursuant to either of the two next preceding provisos, if a petition, signed by not less than five percent (5%) of the legal registered voters of the Beneficiary, asserting a need for

restoring the said authority of the Trustees shall be presented to the Trustees, the latter shall call and hold an election in the manner provided as aforesaid upon the question of restoring said authority of the Trustees, and if a majority of the legal registered voters of the Beneficiary voting at such election shall vote in favor of restoring said authority of the Trustees, said authority shall be restored effective from the date of said election;

(e) Notwithstanding anything in any trust instrument appearing to the contrary, no part of the trust estate utilized for or devoted to the functions described in either paragraphs (a), (b), or (d), or any revenues from such portion of the trust estate, shall be encumbered for or in aid of the functions described in any one or more of the other said paragraphs (a), (b), or (d) unless the question of entering into such encumbrance shall have been included in a proposition approved at an election mentioned in Section VII hereof, but this paragraph shall not prevent the Trustees, in their discretion, from apportioning the expense of general administration of the trust (as distinguished from expenses of conducting any specific function) between the several functions of the trust estate conducted pursuant to any or all of said paragraphs;

(f) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary Municipality demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

(g) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining industry and industrial, manufacturing or other activities in the Beneficiary Municipality and territory in proximity thereto, or which may be useful in promoting culture and education in the aforesaid area, or in providing public housing in the aforesaid area as hereinabove described; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;

(h) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the aforesaid physical properties and facilities, and for administering the trust for any or

all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof, subject, however, to the provisions of paragraph (e) of this Section III;

(i) To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of the aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary Municipality for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder.

(j) Whenever the same shall be or become material, the purposes set forth in paragraphs (a), (b), (c) and (d) of this Section shall be the primary objectives of this Trust and the provisions of paragraphs (e) to (i), inclusive, shall be deemed and construed in implementation thereof and collateral thereto.

For all purposes of this Section, the word "facilities" as used herein means real estate and all privileges, benefits and appurtenances thereto, also buildings, structures, installations, and all physical property whatsoever, and all rights, privileges and benefits appertaining or related thereto.

#### IV

#### DURATION

This Trust shall have duration for the term of duration of the Beneficiary Municipality as hereinafter described, and until such time as the Trust's purposes shall have been fully executed and fulfilled, or until it shall be terminated as hereinafter provided.

V

TRUST ESTATE

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The Trust Estate shall consist of all money, property (real, personal and/or mixed), rights, choses in action, contracts, leases, privileges, franchises, benefits and all other things of value (whether or not above described) presently in or hereafter coming into the hands, or under the control of the Trustees pursuant to the provisions of this instrument or by virtue of the Trusteeship herein declared.

VI

THE TRUSTEES

(a) The Trustees of this Trust, except as hereinafter provided, shall, ex officio, be the same persons who currently shall be the acting members of the legally-constituted governing body of the Beneficiary Municipality without distinction as to the office held:  
PROVIDED:

(1) Each undersigned Trustee shall continue as such, unless temporarily replaced pursuant to (d) of this Section, until succeeded and replaced by some other person as an officer of the Beneficiary Municipality, above-designated, ex officio, to be a Trustee and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section;

(2) Each person who shall become such an above-designated officer of the Beneficiary Municipality shall be entitled to qualify as, and to become, a Trustee hereunder and to continue as such, unless temporarily replaced pursuant to (d) of this Section, until succeeded and replaced by some other person as such officer of the Beneficiary Municipality and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section: PROVIDED, that in the event the number of persons constituting the governing body of the

Beneficiary Municipality shall be reduced by or pursuant to applicable law, any person who shall cease to be a member of the governing body of the Beneficiary Municipality shall, forthwith, cease to be a Trustee of this Trust; and

(3) All of the legal rights, powers and duties of each Trustee shall terminate when he shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do or perform any act or thing which his predecessor or any predecessor could have done or performed.

(b) Each Trustee qualifying under this instrument shall continue as such until his successor shall have qualified as provided in (e) of this Section.

(c) The determination of the fact of a vacancy shall be vested exclusively in the remaining Trustees and their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustees may fill such vacancy pending qualification, as provided in (e) of this Section, of the person entitled so to do.

(d) The Trustees may 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 Temporary Trustees, residents of Logan County, Oklahoma, and approved by the District Court of said county or a Judge of said court, may be appointed to act in place and instead of permanent Trustees in relation to the security for such funded debt, in such number that such Temporary Trustees may constitute a majority of the Trustees, in the event of a default in the payment of principal of or interest on such debt; or any default under

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any instrument securing such debt or pursuant to which such debt be incurred. Any such contract, if made, shall provide for the method of appointment of each Temporary Trustee and shall also provide that any such appointment shall designate the permanent Trustee to be so temporarily supplanted. Each such Temporary Trustee so appointed shall, after he shall have qualified as provided in (e) of this Section, supplant in all respects the permanent Trustee so designated in relation to the security for such funded debt; and, during the term of any such Temporary Trustee, the permanent Trustee so supplanted shall be wholly without authority, duty, or liability of any kind in relation to the security for such funded debt, under the terms of this instrument. All Temporary Trustees shall cease to have any power or authority upon the termination of all defaults by which their appointments would have been authorized, and, automatically, the permanent Trustees supplanted shall be reinstated.

(e) All Trustees, and all Temporary Trustees appointed hereunder, shall qualify by written acceptances of all of the terms of this instrument, duly acknowledged and filed in the office of the County Clerk of Logan County, Oklahoma, and by subscribing and filing in the office of the Authority such oaths as shall be required by law of public officers of the State of Oklahoma.

(f) Upon each change of personnel of the Trustees hereunder, the Trustees shall cause to be filed in the office of the County Clerk mentioned in (e) above, a certificate as to the entire personnel

of the Trustees of this Trust.

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- (g) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder, permanent or temporary, or both, to be in partnership or association, but each shall be an individual and wholly independent Trustee only.
- (h) Notwithstanding any provision of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have any power or authority to bind or obligate any other Trustee, or the Beneficiary of this Trust, in his or its individual capacity.
- (i) All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, permanent or temporary or both, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, permanent or temporary or both, and any of the foregoing incurred by any agent, servant or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of, the Trust Estate. In no event shall any Trustee, permanent or temporary, or the Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or obligation, caused by, arising from, incident to, or growing out of the execution of this Trust; nor

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shall they, or any of them, be liable for the acts or omissions of each other or of any agent, servant or employee of the aforesaid Trustees, or of another such Trustee: PROVIDED, however, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

VII

POWERS AND DUTIES OF TRUSTEES

Subject to, and in full compliance with, all requirements of law applicable to this Trust or to the Trustees thereof:

(a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this instrument, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers not limited hereby, notwithstanding any specific enumeration or description), in a lawful manner:

(a-1) To enter in and conduct and execute, apply for, purchase, or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or evidence of indebtedness, or otherwise;

(a-2) To own, hold, manage, and in any manner to convey, lease assign, liquidate, dispose of, compromise, or realize upon, any property, contract, franchise, lease, right, privilege, benefit, chose in action, or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

(a-3) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in, the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual, and to enter into

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and perform any lawful contract in relation thereto, and to exercise all rights, powers and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration) the power and authority to guarantee or assume, out of distributive funds of the Trust, the payment of any part or all of the principal of and/or interest on any bonded indebtedness of the Beneficiary Municipality during any part or all of the term of any such bonded indebtedness, and to fully perform any such contract;

(a-4) To enter into, make and perform contracts of every lawful kind or character, including (but not limited to) management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, subject to applicable provisions of paragraph (b) of this Section, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable or transferable or non-transferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do.

(b) Notwithstanding anything in this instrument appearing to be to the contrary, the Trustees shall not incur any indebtedness or obligation whatsoever which shall be secured by any property or interest in property leased or licensed to the Trustees by the Beneficiary Municipality which property or interest in property shall have been acquired by the Beneficiary Municipality by the expenditure of any of its funds, or which shall be secured by any of the revenues of any such property or any part thereof, until first there shall have been submitted to all of the qualified electors of the Beneficiary Municipality, at an election held for that purpose, the question of the incurring of such secured indebtedness or obligation, and the same shall have been approved by a majority of said electors voting on such question at said election. For the conducting of such an election, the Trustees hereby are authorized to make all necessary or proper provisions, among which shall be required the following:

(1) They shall cause to be prepared a ballot setting forth the amount of indebtedness or obligation proposed to be incurred, the property and/or revenues proposed to be mortgaged and/or pledged as security therefor, and the purpose or purposes for

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which such indebtedness or obligation is proposed to be incurred;  
and

(2) Notice of any such election shall be published, and any such election shall be held, in substantially the same manner as shall then be provided by law for municipal elections on similar questions:

PROVIDED, however, that the foregoing provisions of this paragraph (b) shall not be applicable to the following:

- (i) Any pledge of the Trust revenues for the purpose of guaranteeing or assuming any bonded indebtedness of the Beneficiary Municipality; or
- (ii) Any indebtedness incurred for the refunding of any outstanding indebtedness of the Trust if the principal amount of the indebtedness being incurred for such purpose shall not exceed the amount of the indebtedness being refunded plus costs and expenses necessarily incidental to the issuance and sale of such refunding bonds; or
- (iii) Any indebtedness not to exceed \$ 150,000.00 incurred in any one calendar year for the purpose of making improvements or repairs to, or replacements of, operating and revenue-producing portions of the Trust Estate, and paying costs and expenses necessarily incidental to the issuance and sale of the bonds; and

PROVIDED FURTHER, that any election held by the Beneficiary Municipality at which the approval of the incurring of indebtedness by the Authority or the Trustees thereof shall be the proposition submitted, or shall be included in the proposition submitted, and approved, shall operate to comply with the requirements of this paragraph (b).

(c) No contract for the purchase, construction or installation of physical facilities shall be made except in full accordance with any bidding and/or bonding requirements then applicable to like contracts made by the Beneficiary Municipality.

(d) The Trustees shall collect and receive all property, money, rents, and income of all kinds belonging to or due the Trust Estate, and shall use the same solely for the purposes, and the furtherance of the purposes, set forth in Section III of this instrument, and not otherwise.

- (e) The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Authority, and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiary Municipality, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business, shall be absolute and unconditional and free from any direction, control or management by the Beneficiary Municipality or any person or persons whomsoever.
- (f) The Trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation: PROVIDED, that if and so long as the government of the Beneficiary Municipality shall be administered by a City Manager under authority of statute or charter, the person who currently shall be employed as City Manager of the Beneficiary Municipality shall be employed as General Manager of the Authority, with all powers of administration of the Authority's property and affairs, under supervision of the Trustees of the Authority, as such City Manager shall have in relation to municipal property and affairs under supervision of the governing body of such municipality.
- (g) The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of the Trust, and shall pay for the same as they see fit to provide in such a contract.
- (h) The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Authority.
- (i) The Trustees shall, in the name of the Trust as hereinabove set forth, or in their names as Trustees, bring any suit or action which, in their judgment, shall be necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees or agents, servants or employees thereof. And the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or defend any action or proceeding in which the Trust shall be interested, and to compromise any such action or proceeding and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust prop-

erty or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceeding, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust.

(j) No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.

(k) All proceedings of the Trustees shall be taken in public meeting only, and the Trustees shall make, or cause to be made, a written record of all of their proceedings. All records of the Trust shall be kept in the office of the Clerk of the Beneficiary Municipality and shall be subject to inspection during customary business hours as are public records of the Beneficiary Municipality.

(l) At their first meeting, the Trustees shall designate the principal office of the Trust; and they also shall designate the time and place for regular meetings of the Trustees. The time and place of regular meetings shall not be changed unless at a meeting where all incumbent Trustees are present. No notice shall be required for the holding of regular meetings of the Trustees. Special meetings may be held upon such call as shall be fixed by Resolution of the Trustees adopted at a meeting where all incumbent Trustees are present. The Trustees shall cause to be filed, in all places where this instrument is recorded, a certificate designating the principal office of the Trust and the time and place of regular meetings of the Trustees; and any changes therein shall be filed for record in like manner.

VIII

BENEFICIARY

(a) The terms "Beneficiary" and "Beneficiary Municipality," as used in this instrument, denote the incorporated

CITY OF GUTHRIE,

State of Oklahoma, and likewise shall denote any municipal entity which hereafter may succeed said incorporated City as the governing author-

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ity of the territory lying within the municipal boundaries of said incorporated City on the effective date of this instrument.

(b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or on behalf of, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of 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. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary Municipality; but any and all provisions of this trust instrument are intended,

and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from its sovereign governmental powers and authority. Moreover, it further is agreed that nothing contained in the Declaration of Trust and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this trust instrument.

IX

TERMINATION

- (a) This Trust shall be irrevocable by the Trustor and shall terminate:
  - (1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled; or
  - (2) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled AND all of the Trustees and the governing body of the municipality having beneficial interest hereunder, with the approval of the Governor of the State of Oklahoma, shall agree that such event or circumstance has taken place: PROVIDED, however, that all indebtedness of the Trust shall have been paid; or

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(3) In the manner provided by Title 60, Section 180, Oklahoma Statutes 1961:

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, or someone authorized by them so to do, shall have consented in writing to such termination.

(b) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and, after payment of all debts and obligations out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets to the Beneficiary hereunder as provided in Section III (i) of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

X

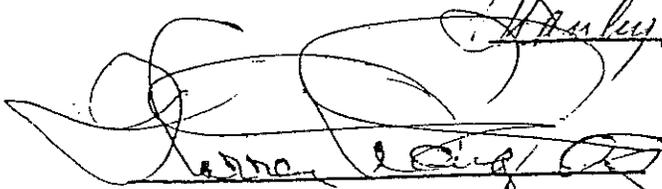
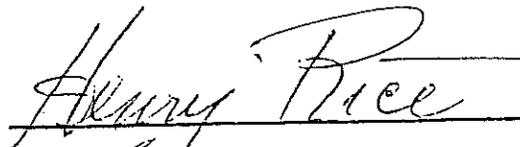
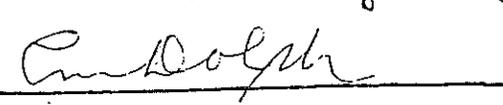
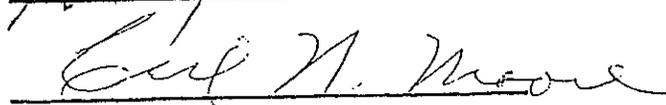
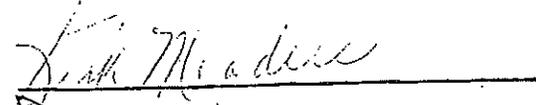
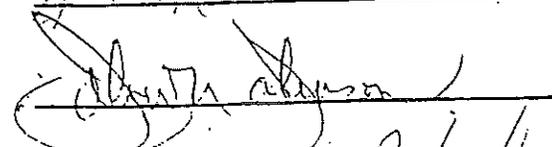
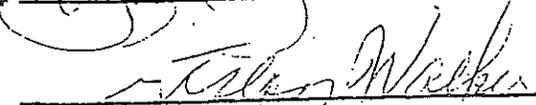
PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only; and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

XI  
COVENANT BOOK 490 PAGE 192

The provisions hereof shall be binding upon the undersigned,  
their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands, exe-  
cuting this Declaration of Trust in several multiple originals, all of  
which constitute one and the same instrument, this 2nd day of  
November, 1965.

 _____ Trustor	
 _____	 _____
 _____	 _____
 _____	_____
 _____	_____
 _____	_____

Trustees

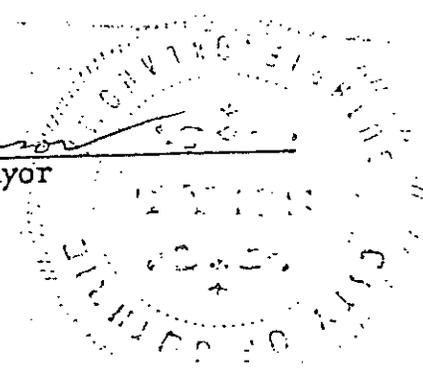
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ACCEPTANCE OF BENEFICIAL INTEREST

On this 2nd day of November, 1965, pursuant to Resolution duly adopted by its governing body, the City of Guthrie, Oklahoma, and said governing body of said City, hereby accept, for and on behalf of said City, the beneficial interest in the trust created by the within and foregoing Declaration of Trust, in all respects in accordance with the terms of said Declaration of Trust.

CITY OF GUTHRIE,  
OKLAHOMA

By [Signature]  
Mayor



ATTEST: (Seal)

[Signature]  
City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF LOGAN , SS:

On this 2nd day of November, 1965, before me, the under-  
signed Notary Public in and for said County and State, personally  
appeared Stanley B. West and John Johnson Henry

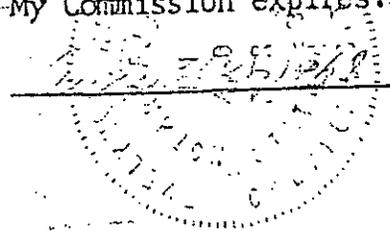
Rice, Carl W. Moore, Preston Walker, Kirk W. Meadors, Vernon Douglas, Con. Selph

to me known to be the identical persons who executed the within and  
foregoing instrument, and acknowledged to me that they executed the  
same as their free and voluntary act and deed, for the uses and pur-  
poses therein set forth.

[Signature]  
Notary Public

(Seal)

My Commission expires:



STATE OF OKLAHOMA } SS  
LOGAN COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD ON  
MAY 13 1966  
AT 3:30 O'CLOCK P.M. AND DULY RECORDED  
IN BOOK 490 PAGE 175 FEE \$10.50

G. B. HANNAH, COUNTY CLERK  
BY James A. Phillips DEPUTY

RESOLUTION NO. 1965-11

A RESOLUTION RELATING TO A PUBLIC TRUST FOR THE BENEFIT  
OF THE CITY OF GUTHRIE AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF GUTHRIE:

SECTION 1. The governing body of the City of Guthrie, Oklahoma, hereby does accept, for and on behalf of said municipality, the beneficial interest in the public trust designated as The Guthrie Public Works Authority, provided for in the Declaration of Trust of said public trust, for the comprehensive purpose of furthering, and providing funds for the furthering of any authorized or proper function of the said municipality, including but not limited to the furnishing and supplying, of utility services and facilities in the municipality and in reasonable proximity thereto, and for purposes collateral thereto, in all respects in accordance with said Declaration of Trust; and the Mayor of the said municipality hereby is authorized and directed to endorse such acceptance of beneficial interest on said Declaration of Trust for and on behalf of the municipality and the governing body thereof.

SECTION 2. By reason of the need for the immediate preservation of peace, health and safety, an emergency hereby is declared to exist and this Resolution shall be effective immediately upon its adoption.

ADOPTED this 2nd day of November, 1965.

/s/ John Johnson  
Mayor

ATTEST: (Seal)

/s/ Stanley B. West  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

I, BONNIE E. ANDREWS, County Clerk in and for Logan County, State of Oklahoma, do hereby certify that the foregoing is a full and true copy of such an instrument of record in my office. Witness my hand and official seal this 29 day of November 1977  
BONNIE E. ANDREWS, County Clerk  
By Janet Smith Deputy

SUPPLEMENT  
TO  
DECLARATION OF TRUST  
OF  
THE GUTHRIE PUBLIC WORKS AUTHORITY

**FILED**  
NOV 29 1977  
JEROME W. BYRD  
SECRETARY OF STATE

WHEREAS, there exists in the City of Guthrie, Oklahoma, an urgent need to provide improvements to the utility system owned by the City of Guthrie, Oklahoma, and to expedite the acquisition, establishment and operation thereof by the Trustees of The Guthrie Public Works Authority:

IT IS AGREED BY AND BETWEEN ALL OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY and THE CITY OF GUTHRIE, OKLAHOMA, A MUNICIPAL CORPORATION, AS FOLLOWS:

I

The undersigned Trustees of The Guthrie Public Works Authority, a public trust, by and with the consent of the City of Guthrie, Oklahoma, the beneficiary thereof, hereby contract, agree and covenant between themselves, with and to the State of Oklahoma and with and to the Beneficiary of said trust, pursuant to the terms of said Declaration of Trust and this instrument, that they do declare that they will execute the trust created by the Declaration of Trust of The Guthrie Public Works Authority, dated November 2, 1965, and recorded in the office of the County Clerk of Logan County, State of Oklahoma in Book 490 at pages 175 and following, as supplemented by this instrument as TRUSTEES for the beneficiary, and that they do and will hold, receive and administer the Trust Estate IN TRUST solely for the use and benefit of said Beneficiary in the manner provided in the said Declaration of Trust, as hereby supplemented.

State of Okla., Logan County, SS,  
This instrument was filed for record on

1020  
at 9 o'clock A.M. and duly recorded  
NOV 29 1977

BOOK 726 PAGE 128

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

In pursuance of the foregoing, each and every of the provisions of the aforesaid Declaration of Trust dated November 2, 1965, excepting only as hereinafter set forth, hereby are re-contracted, re-covenanted and re-declared to be effective from and after endorsement hereon of acceptance of beneficial interest for the Beneficiary by the governing body thereof, and thereafter subparagraph (iii) of paragraph (b) of Article VII of said Declaration of Trust shall provide as follows:

(iii) Any indebtedness not to exceed \$ 300,000.00 or Five percentum (5%) of the total amount of assessed valuation of all taxable property from the last assessment thereof for State and county purposes (less the total amount of homestead exemptions from ad valorem taxation allowed) within the Beneficiary Municipality as certified by the Treasurer of the Beneficiary Municipality, which ever shall be the greater amount, incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma.

Dated this 16<sup>th</sup> day of August, 1977.

<u>W. J. Murphy</u>	<u>William E. McDowell</u>
<u>Madeline Glock</u>	<u>Lilene Edwards</u>
<u>John P. Clarke</u>	<u>Robert L. Jones</u>
<u>John W. Dowdy</u>	
Trustees of The Guthrie Public Works Authority	

CITY OF GUTHRIE, OKLAHOMA

By John W. Dowdy  
Mayor



ATTEST: (Seal)

Berta Shede

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Resolution of the Mayor and Councilmen of the City of Guthrie, Oklahoma, the governing body of said City, hereby accepts for said City beneficial interest in the trust created by the Declaration of Trust of The Guthrie Public Works Authority, dated November 2, 1965, and by the Supplement to said Declaration of Trust, as set forth in the foregoing, in all respects in accordance with the terms of said instruments.

IN WITNESS WHEREOF, the Mayor of the City of Guthrie, as authorized and directed by the aforesaid Resolution, has executed this Acceptance of Beneficial Interest for said governing body of said City, as an official action thereof, this 10<sup>th</sup> day of August, 1977.

John W. Dowdy  
Mayor

ATTEST: (Seal)

Betty Wade  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

ACKNOWLEDGMENT

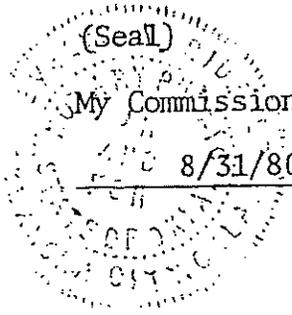
STATE OF OKLAHOMA, COUNTY OF LOGAN, SS:

On this 16th day of August, 1977, before me, the under-  
signed Notary Public in and for said County and State, personally appeared  
A. G. Murphy, Madeline Gloch, John Clark, John W. Dowdy, William E.

McDowell, Illene Edwards and Robert Jones

to me known to be the identical persons who executed the within and fore-  
going 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.

*Evelyn L. Liden*  
Notary Public



(Seal)  
My Commission Expires:  
8/31/80

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

RESOLUTION NO. 8-16-77

A RESOLUTION CONSENTING AND AGREEING TO AN AMENDMENT TO THE DECLARATION OF TRUST OF THE GUTHRIE PUBLIC WORKS AUTHORITY, ACCEPTING BENEFICIAL INTEREST THEREIN; and DECLARING AN EMERGENCY

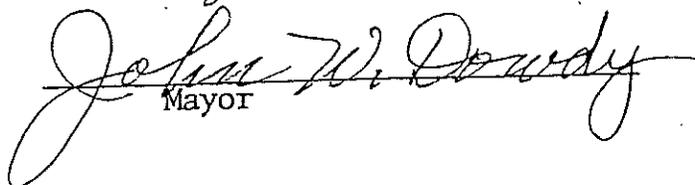
BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF GUTHRIE, OKLAHOMA:

SECTION 1. The governing body of the City of Guthrie, Oklahoma, hereby consents and agrees that the Declaration of Trust of The Guthrie Public Works Authority; a public trust, dated November 2, 1965, be amended by an instrument denominated "Supplement to Declaration of Trust of The Guthrie Public Works Authority", dated the 16<sup>th</sup> day of August, 1977. The Mayor of the City of Guthrie hereby is authorized and directed to execute said instrument for and on behalf of the City and the governing body thereof.

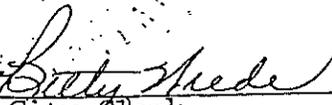
SECTION 2. The governing body of the City of Guthrie, Oklahoma, hereby does accept for and on behalf of said municipality the beneficial interest in the public trust designated as "The Guthrie Public Works Authority", provided for in the Declaration of Trust dated November 2, 1965, as amended by the aforesaid Supplement. The Mayor of the City hereby is authorized and directed to endorse such acceptance of beneficial interest on said Supplement to the aforesaid Declaration of Trust for and on behalf of the municipality and the governing body thereof.

SECTION 3. It being immediately necessary for the improvement of the water system owned by said City and leased to the Trustees of the aforesaid Authority and for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this Resolution shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED this 16<sup>th</sup> day of August, 1977.

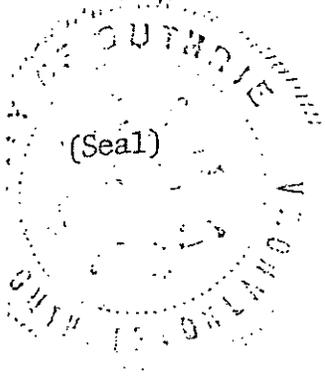
  
Mayor

ATTEST: (Seal)

  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

I, the undersigned, duly qualified and acting Clerk of the City of Guthrie, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the governing body of said municipality duly adopted at a meeting of the governing body thereof held on the date therein stated as the same appears on file in my office as a part of the official records thereof.



*Booby Thede*  
\_\_\_\_\_  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

MINUTES OF MEETING

The Mayor and Councilmen of the City of Guthrie, Oklahoma, met in  
Regular session in the City Hall of the City on the 16th  
day of August, 1977, at 7:30 o'clock P.M.

Present:     A. G. Murphy                     William E. McDowell  
              Madeline Gloch                Illene Edwards  
              John Clark                     Robert Jones  
              John W. Dowdy

Absent:       None

(Other Proceedings)

Thereupon, a Resolution entitled:

"A RESOLUTION CONSENTING AND AGREEING TO AN AMENDMENT  
TO THE DECLARATION OF TRUST OF THE GUTHRIE PUBLIC  
WORKS AUTHORITY, ACCEPTING BENEFICIAL INTEREST THERE-  
IN; AND DECLARING AN EMERGENCY"

was introduced, read in full by the Clerk and considered by sections  
and upon motion of Mr. Clark, seconded by Mrs. Edwards, said  
Resolution was finally passed by the following vote:

Aye:           Murphy, Gloch, Clark, Dowdy, McDowell, Edwards and Jones

Nay:           None

and upon motion of Mr. Clark, seconded by Mr. Edwards, the  
question of the emergency was ruled upon separately and approved by  
the following vote:

Aye:           Murphy, Gloch, Clark, Dowdy, McDowell, Edwards and Jones

Nay:           None

(Other Proceedings)

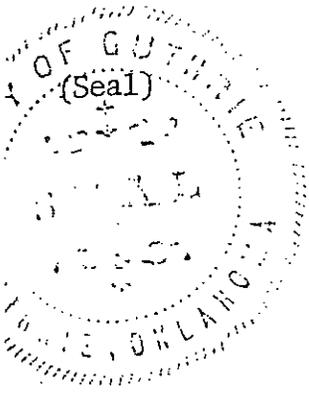
(Seal)

/s/ Betty Wrede  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

I, the undersigned, duly qualified and acting Clerk of the City of Guthrie, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the Minutes of the Meeting of the governing body of said municipality held on the date therein stated, insofar as the same relates to the introduction, reading and adoption of a Resolution as the same appears of record on file in my office as a part of the official records thereof.

*Betty Thiede*  
\_\_\_\_\_  
City Clerk



LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

SECOND SUPPLEMENT  
TO  
DECLARATION OF TRUST  
OF  
THE GUTHRIE PUBLIC WORKS AUTHORITY

WHEREAS, there exists in the City of Guthrie, Oklahoma, an urgent need to provide improvements to the water and sanitary sewer systems owned by the City of Guthrie, Oklahoma, and to expedite the acquisition, establishment and operation thereof by the Trustees of The Guthrie Public Works Authority:

IT IS AGREED BY AND BETWEEN ALL OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY and THE CITY OF GUTHRIE, OKLAHOMA, A MUNICIPAL CORPORATION, AS FOLLOWS:

I

The undersigned Trustees of The Guthrie Public Works Authority, a public trust, by and with the consent of the City of Guthrie, Oklahoma, the beneficiary thereof, hereby contract, agree and covenant between themselves with and to the State of Oklahoma and with and to the Beneficiary of said trust, pursuant to the terms of said Declaration of Trust and this instrument, that they do declare that they will execute the trust created by the Declaration of Trust of The Guthrie Public Works Authority, dated November 2, 1965, and recorded in the office of the County Clerk of Logan County, State of Oklahoma, on May 13, 1966, in Book 490 at pages 175 and following, as supplemented by a supplement thereto dated August 16, 1977 and as further supplemented and amended by this instrument as Trustees for the Beneficiary, and that they do and will hold, receive and administer the Trust Estate IN TRUST solely for the use and benefit of said Beneficiary in the manner provided in the said Declaration of Trust, as hereby supplemented.

In pursuance of the foregoing, each and every of the provisions of the aforesaid Declaration of Trust excepting only as hereinafter set forth, hereby are re-contracted, re-covenanted and re-declared to be effective from and after endorsement hereon of acceptance of beneficial interest for the Beneficiary by the governing body thereof, and thereafter subparagraph (iii) of paragraph (b) of Article VII of said Declaration of Trust shall be amended to provide as follows:

Paul Johanning  
Attorney at Law  
3134 N.W. 23rd Street  
Oklahoma City, Oklahoma 73107

1146 2401 630

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

"(iii) Any indebtedness not to exceed \$ 4,000,000.00 incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma."

Dated this 4th day of AUGUST, 1987.

<u>Patricia Puryear</u>	<u>John Owen</u>
<u>Walter F. West</u>	<u>Kenny Porter</u>
<u>Robert Jones</u>	<u>Dan Triplett</u>

James W. W. W.  
Trustees of The Guthrie Public  
Works Authority

CITY OF GUTHRIE, OKLAHOMA

By James W. W. W.  
Mayor

ATTEST: (Seal)  
City Clerk  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Resolution of the Council of the City of Guthrie, Oklahoma, the governing body of said City hereby accepts for said City beneficial interest in the trust created by the Declaration of Trust of The Guthrie Public Works Authority, dated November 2, 1965, as supplemented by the Supplement to said Declaration of Trust as set forth in the foregoing, in all respects in accordance with the terms of said instruments.

IN WITNESS WHEREOF, the Mayor of the City of Guthrie, as authorized and directed by the aforesaid Resolution, has executed this Acceptance of Beneficial Interest for said governing body of said City, as an official action thereof, this 4th day of August, 1987.

CITY OF GUTHRIE, STATE OF  
OKLAHOMA

By James W. W. [Signature]  
Mayor

CITY OF GUTHRIE  
ATTEST: (Seal)  
S M A W  
[Signature]  
City Clerk  
GUTHRIE, OKLAHOMA

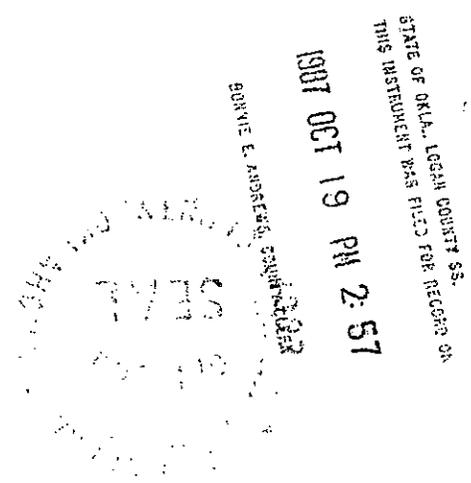
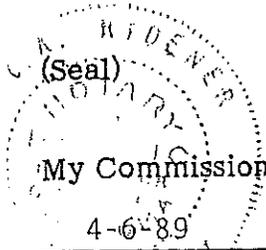
LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA, COUNTY OF LOGAN, SS:

On this 4th day of August, 1987, before me, the undersigned Notary Public in and for said County and State, personally appeared Patricia Ringrose, Gary L. West, Robert D. Jones, John C. Pearson, Kenny Porter, Dan Triplett and James W. Weems to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

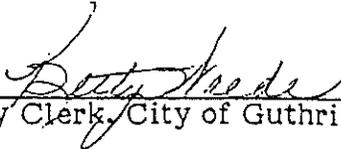
*C. A. Ridenour*  
Notary Public



LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

CERTIFICATE

I, the undersigned City Clerk of the City of Guthrie, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the Supplement to Declaration of Trust of The Guthrie Public Works Authority, a public trust, dated 4th day of August, 1987.

  
\_\_\_\_\_  
City Clerk, City of Guthrie, Oklahoma

(Seal)

**FILED**

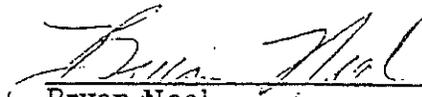
SEP 23 1987

NOTICE

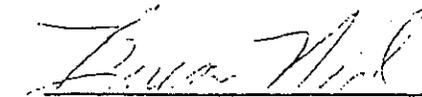
OKLAHOMA SECRETARY  
OF STATE

To: The State Auditor and Inspector  
of the State of Oklahoma

TAKE NOTICE that on the 23rd day of September, 1987, there was filed with the Secretary of State of the State of Oklahoma, a copy of the instruments creating the public trust denominated The Guthrie Public Works Authority, a public trust of which the City of Guthrie, Oklahoma, a municipal corporation, is beneficiary.

  
\_\_\_\_\_  
Bryan Neal

I, the undersigned, hereby certify that the original of the above Notice was delivered to the office of the State Auditor and Inspector of the State of Oklahoma on the 23rd day of September, 1987.

  
\_\_\_\_\_  
Bryan Neal

Address of Authority: P. O. Box 908, Guthrie, Oklahoma, 73044

Filed by:

Paul Johanning  
Attorney at Law  
3134 N. W. 23rd Street  
Oklahoma City, Oklahoma 73107

Received in the Office

SEP 23 1987

State Auditor & Inspector

RESOLUTION NO. 87-17

A RESOLUTION CONSENTING AND AGREEING TO AN AMENDMENT TO THE DECLARATION OF TRUST OF THE GUTHRIE PUBLIC WORKS AUTHORITY, ACCEPTING BENEFICIAL INTEREST THEREIN; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GUTHRIE:

SECTION 1. The governing body of the City of Guthrie, Oklahoma, hereby consents and agrees that the Declaration of Trust of The Guthrie Public Works Authority, a public trust, dated November 2, 1965, be amended by an instrument denominated "Second Supplement to Declaration of Trust of The Guthrie Public Works Authority" dated the 4th day of August, 1987. The Mayor of the City of Guthrie hereby is authorized and directed to execute said instrument for and on behalf of the City and the governing body thereof.

SECTION 2. The governing body of the City of Guthrie, Oklahoma, hereby does accept for and on behalf of said municipality the beneficial interest in the public trust designated as "The Guthrie Public Works Authority", provided for in the Declaration of Trust dated November 2, 1965, as amended and as further amended by the aforesaid Supplement. The Mayor of the City hereby is authorized and directed to endorse such acceptance of beneficial interest on said Second Supplement to the aforesaid Declaration of Trust for and on behalf of the municipality and the governing body thereof.

SECTION 3. It being immediately necessary for the improvement of the water and sanitary sewer systems owned by said City and leased to the Trustees of the aforesaid Authority and for the preservation of the public peace, health, safety and welfare of the inhabitants of the City of Guthrie, an emergency is hereby declared to exist, by reason whereof this Resolution shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED this 4th day of August, 1987.

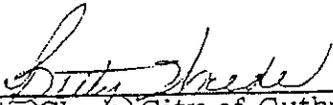
ATTEST: (Seal)

James C. Ed. [Signature]  
Mayor

[Signature]  
City Clerk

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

I, the undersigned City Clerk of the City of Guthrie, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the Council of said City at a meeting held on the date therein stated, as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

  
\_\_\_\_\_  
City Clerk, City of Guthrie, Oklahoma

(Seal)

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

### MINUTES OF MEETING

THE COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA, MET IN  
regular SESSION AT THE CITY HALL, GUTHRIE, OKLAHOMA, ON  
THE 4th DAY OF August, 1987, AT 7:00 O'CLOCK P. M.  
Public notice of said meeting, setting forth thereon the date, time, place and  
agenda for said meeting, was posted in prominent public view at the principal  
office of said City, at least twenty-four (24) hours prior to said meeting,  
excluding Saturdays, Sundays and holidays legally declared by the State of  
Oklahoma, and if an adjourned meeting, public notice of such adjournment,  
including date, time and place of the continued meeting was given by  
announcement at the original meeting. The following action was included as an  
item on said agenda.

Present: James Weems, John Pearson, Pat Ringrose, Dan Triplett  
Robert Jones, Gary West, Kenny Porter

Absent: None

(Other Proceedings)

Thereupon, a Resolution entitled:

"A RESOLUTION CONSENTING AND AGREEING TO  
AN AMENDMENT TO THE DECLARATION OF TRUST  
OF THE GUTHRIE PUBLIC WORKS AUTHORITY,  
ACCEPTING BENEFICIAL INTEREST THEREIN; AND  
DECLARING AN EMERGENCY"

was introduced, read in full and upon motion of John Pearson,  
seconded by Robert Jones, said Resolution was adopted by the  
following vote:

Aye: Weems, Pearson, Triplett, Jones, Ringrose

Nay: Porter, West

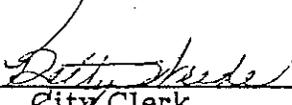
LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

thereupon, the question of the emergency was considered separately and upon motion of John Pearson, seconded by Pat Ringrose, was adopted by the following vote:

Aye: James Weems, John Pearson, Pat Ringrose, Dan Triplett,  
Robert Jones, Gary West, Kenny Porter

Nay: None

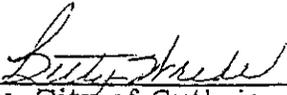
(Other Proceedings)

  
\_\_\_\_\_  
City Clerk

(Seal)

LAW OFFICE  
PAUL JOHANNING  
OKLAHOMA CITY

I, the undersigned City Clerk of the City of Guthrie, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the Minutes of a meeting of the governing body of said City relating to the Resolution therein described held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

  
\_\_\_\_\_  
City Clerk, City of Guthrie,  
Oklahoma

(Seal)

### THIRD SUPPLEMENT TO DECLARATION OF TRUST

This Third Supplement to Declaration of Trust (hereinafter, the "Supplement") is entered into as of the 1st day of September, 1993 by and between the Trustees of The Guthrie Public Works Authority (the "Authority") and the City of Guthrie, Oklahoma (the "City") acting through its governing body, and amends and supplements that certain Declaration of Trust dated as of November 2, 1965 (the "Declaration of Trust"), recorded at Book 490 beginning at Page 175 of the records of the County Clerk of Logan County, Oklahoma, as amended and supplemented by the Supplement to Declaration of Trust dated August 16, 1977 recorded in Book 726 at Page 128, and by the Second Supplement to Declaration of Trust dated August 4, 1987, recorded in Book 1146 at Page 633, wherein the City is designated the beneficiary of the Authority.

In consideration of the mutual promises and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City hereby agree as follows:

1. Article VII Section (b) of the Declaration of Trust entitled "Powers and Duties of Trustees," pertaining to the requirement of voter approval for the incurrence of certain Authority Indebtedness shall be and is hereby amended and supplemented, so that said Article VII Section (b)(iii) shall henceforth read as follows:

"(iii) Any indebtedness not to exceed \$8,000,000 incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma."

2. As amended by paragraph (1) hereof, the Declaration of Trust is hereby confirmed and ratified as continuing in full force and effect.
3. This Supplement shall be and become effective upon the approval and execution thereby duly authorized officers of the Authority and of the City, respectively, and the written approval of the Trustee bank or banks with respect to any bonds, notes or any other indebtedness or obligations of the Authority secured by revenues or property of the Authority. Should said supplement not be approved by the aforementioned Trustee or Trustees and by the governing bodies of the Authority and of the City, then this Supplement will be a nullity, of no force or effect whatsoever.

IN WITNESS HEREOF, the Authority and the City have caused this Supplement to be approved by their respective governing bodies and to be executed, attested and delivered by their respective duly authorized officers, all as of the date above mentioned.

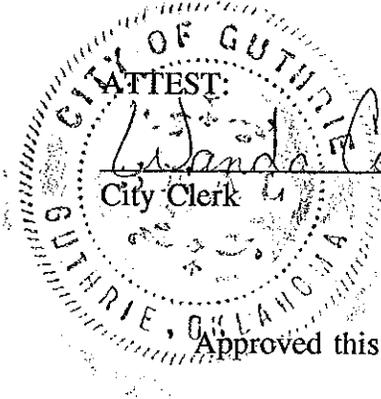
**TRUSTEES OF THE GUTHRIE  
PUBLIC WORKS AUTHORITY**



ATTEST:  
*Wanda Calvert*  
Secretary

By: *[Signature]*  
Chairperson

**CITY OF GUTHRIE, OKLAHOMA**



ATTEST:  
*Wanda Calvert*  
City Clerk

By: *[Signature]*  
Mayor

Approved this 1st day of September, 1993

**LIBERTY BANK AND TRUST COMPANY OF  
OKLAHOMA CITY, N.A.  
OKLAHOMA CITY, OKLAHOMA**

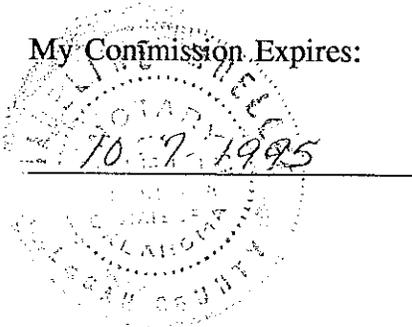
By: *[Signature]*  
Name: Martha E. Ober  
Title: Vice President and Trust Officer

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF LOGAN )

Before me, the undersigned, a notary public in and for said State, on the 31st day of August, 1993, personally appeared Robert A. Dewart, Mayor and Wanda Calvert, City Clerk of the City of Guthrie, Oklahoma, and to me further known to be the identical persons who subscribed the name of said City as one of the makers thereof, to the foregoing instrument as its Mayor and City Clerk, respectively, and acknowledged to me that they executed the same as their free and entirely voluntary act and deed and as the free and voluntary act and deed of said City, for the uses and purposes therein mentioned and set forth.

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

My Commission Expires:



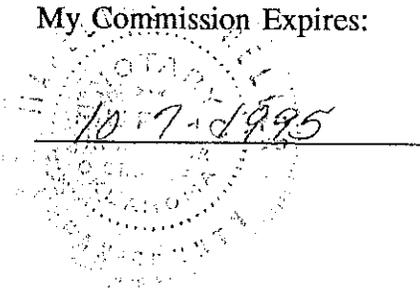
Madeline Mueller  
Notary Public

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 31st day of August, 1993, by Robert A. Dewart, Chairman of The Guthrie Public Works Authority, a public trust, on behalf of the Trust.

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

My Commission Expires:



Madeline Mueller  
Notary Public

THIRD SUPPLEMENT TO DECLARATION OF TRUST

This Third Supplement to Declaration of Trust (hereinafter, the "Supplement") is entered of the 1st day of September, 1993 by and between the Trustees of The Guthrie Public Authority (the "Authority") and the City of Guthrie, Oklahoma (the "City") acting through its governing body, and amends and supplements that certain Declaration of Trust dated of November 2, 1965 (the "Declaration of Trust"), recorded at Book 490 beginning at Page 75 of the records of the County Clerk of Logan County, Oklahoma, as amended and supplemented by the Supplement to Declaration of Trust dated August 16, 1977 recorded in Book 726 at Page 128, and by the Second Supplement to Declaration of Trust dated August 4, 1987, recorded in Book 1146 at Page 633, wherein the City is designated the beneficiary of the Authority.

In consideration of the mutual promises and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City hereby agree as follows:

1. Article VII Section (b) of the Declaration of Trust entitled "Powers and Duties of Trustees," pertaining to the requirement of voter approval for the incurrence of certain Authority Indebtedness shall be and is hereby amended and supplemented, so that said Article VII Section (b)(iii) shall henceforth read as follows:

"(iii) Any indebtedness not to exceed \$8,000,000 incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma."

2. As amended by paragraph (1) hereof, the Declaration of Trust is hereby confirmed and ratified as continuing in full force and effect.
3. This Supplement shall be and become effective upon the approval and execution thereby duly authorized officers of the Authority and of the City, respectively, and the written approval of the Trustee bank or banks with respect to any bonds, notes or any other indebtedness or obligations of the Authority secured by revenues or property of the Authority. Should said supplement not be approved by the aforementioned Trustee or Trustees and by the governing bodies of the Authority and of the City, then this Supplement will be a nullity; of no force or effect whatsoever.

I, Mary Lou Orndorff, County clerk in and for Logan County, State of Oklahoma, do hereby certify that the foregoing is a full and true copy of such an instrument of record in my office. Witness my hand and official seal this 28<sup>th</sup> day of October, 1993  
Mary Lou Orndorff, County Clerk

**FILE**  
NOV 18 1993  
OKLAHOMA SECRETARY OF STATE

BOOK 1312 PAGE 665

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IN WITNESS HEREOF, the Authority and the City have caused this Supplement to be approved by their respective governing bodies and to be executed, attested and delivered by their respective duly authorized officers, all as of the date above mentioned.

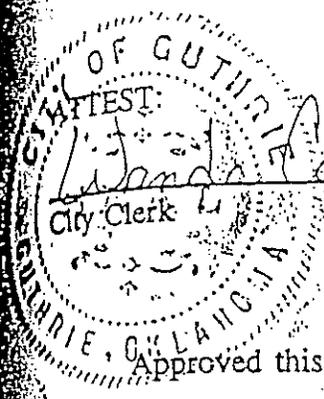
TRUSTEES OF THE GUTHRIE  
PUBLIC WORKS AUTHORITY



*Wanda Calvert*  
Secretary

By: *[Signature]*  
Chairperson

CITY OF GUTHRIE, OKLAHOMA



*Wanda Calvert*  
City Clerk

By: *[Signature]*  
Mayor

Approved this 1st day of September, 1993

LIBERTY BANK AND TRUST COMPANY OF  
OKLAHOMA CITY, N.A.  
OKLAHOMA CITY, OKLAHOMA

By: *[Signature]*  
Name: Martha E. Ober  
Title: Vice President and Trust Officer



STATE OF OKLAHOMA )  
 )  
COUNTY OF LOGAN )

ss.

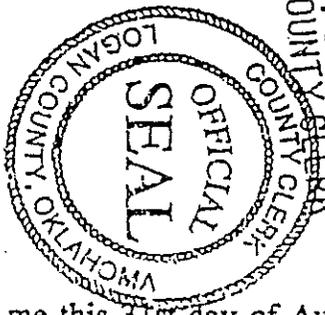
Before me, the undersigned, a notary public in and for said State, on the 31st day of August, 1993, personally appeared Robert A. Dewart, Mayor and Wanda Calvert, City Clerk of the City of Guthrie, Oklahoma, and to me further known to be the identical persons who subscribed the name of said City as one of the makers thereof, to the foregoing instrument as Mayor and City Clerk, respectively, and acknowledged to me that they executed the same as their free and entirely voluntary act and deed and as the free and voluntary act and deed of said City, for the uses and purposes therein mentioned and set forth.

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

My Commission Expires:

10-7-1995

Madeline Mueller  
Notary Public



93 OCT 28 AM 9:21  
MARY LOU DRNDORFF  
COUNTY CLERK

STATE OF OKLAHOMA  
LOGAN COUNTY SS:  
FILED FOR RECORD ON

STATE OF OKLAHOMA )  
 )  
COUNTY OF LOGAN )

ss.

The foregoing instrument was acknowledged before me this 31st day of August, 1993, by Robert A. Dewart, Chairman of The Guthrie Public Works Authority, a public trust, on behalf of the Trust.

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

My Commission Expires:

10-7-1995

Madeline Mueller  
Notary Public

**THIRD SUPPLEMENT TO DECLARATION OF TRUST OF  
THE GUTHRIE PUBLIC WORKS AUTHORITY**

WHEREAS, The Guthrie Public Works Authority (the "Authority"), was created as a public trust by a Declaration of Trust dated as of November 2, 1965 recorded at Book 490 beginning at Page 175 of the records of the County Clerk of Logan County, Oklahoma, as amended by that Supplement to Declaration of Trust dated August 16, 1977 recorded in Book 726 at Page 128, and by the Second Supplement to Declaration of Trust dated August 4, 1987, recorded in Book 1146 at Page 633, (the "Declaration of Trust"), and beneficial interest thereunder accepted for the City of Guthrie, Oklahoma, on November 2, 1965, August 16, 1977 and August 4, 1987; and

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

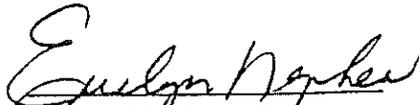
NOW, THEREFORE, the undersigned Trustor and Trustees of the Authority, by and with the consent and agreement of the governing body of the City of Guthrie, Oklahoma, as evidenced by the Acceptance of Beneficial Interest endorsed hereon, hereby do contract and agree and covenant between themselves, and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

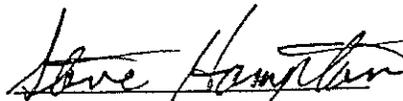
A. Article VII Section (b) of the Declaration of Trust is hereby amended to read, and from and after execution and approval of this Supplement, shall read as follows:

"(iii) Any indebtedness not to exceed \$8,000,000 incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma."

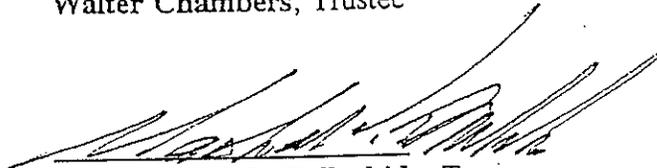
IN WITNESS WHEREOF, we have hereunto set our hands, recovenanting, recontracting and confirming all of the terms and provisions of the Declaration of Trust of The Guthrie Public Works Authority, all as amended hereby, in several multiple originals, all of which constitute one and the same instrument, this 19th day of October, 1999.

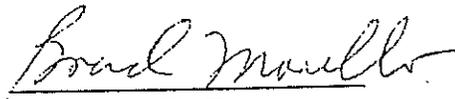
TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY

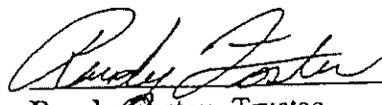
  
Evelyn Nephew, Trustee

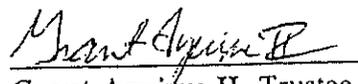
  
Steve Hampton, Trustee

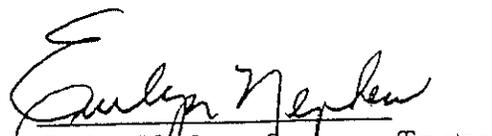
  
Walter Chambers, Trustee

  
Marshall (Buck) Dollarhide, Trustee

  
Brad Morelli, Trustee

  
Randy Foster, Trustee

  
Grant Aguirre II, Trustee

  
Evelyn Nephew, Successor Trustor

STATE OF OKLAHOMA)

) SS.

COUNTY OF LOGAN )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 19th day of October, 1999, personally appeared Evelyn Nephew, Steve Hampton, Walter Chambers, Marshall (Buck) Dollarhide, Brad Morelli, Randy Foster and Grant Aguirre, II, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds, for the uses and purposes therein set forth.

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

*Lauren M. Morrow*  
Notary Public

My Commission Expires:

10-7-2003

ACCEPTANCE OF BENEFICIAL INTEREST

On this 19th day of October, 1999, pursuant to resolution duly adopted by its governing body, the City Council of the City of Guthrie, Oklahoma, and said governing body of said City, hereby accept for and on behalf of said City the beneficial interest in the Trust created by the within and foregoing Declaration of Trust dated as of November 2, 1965, creating The Guthrie Public Works Authority, as amended by the Supplement to Declaration of Trust, dated August 16, 1977, and the Second Supplement to Declaration of Trust dated August 4, 1987, and by the within and foregoing Third Supplement to Declaration of Trust, dated October 19, 1999, in all respects in accordance with the terms of said Declaration of Trust and the Supplements thereto.

CITY COUNCIL OF THE  
CITY OF GUTHRIE, OKLAHOMA

*Evelyn Nephew*  
\_\_\_\_\_  
Mayor

ATTEST:

*Wanda Calvert*  
\_\_\_\_\_  
City Clerk

(SEAL)

STATE OF OKLAHOMA  
LOGAN COUNTY SS:  
MAY 1999  
1999 NOV -3 AM 10:51  
HARRY LOU ORNDORFF  
COUNTY CLERK

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF LOGAN )

BEFORE ME, the undersigned, a Notary Public within and for said County and State, on this 19th day of October, 1999, personally appeared Evelyn Nephew, to me known to be the identical persons who executed the within and foregoing Acceptance of Beneficial Interest and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

*Richard M. DeLozier*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10-7-2003

### THIRD AMENDMENT OF LEASE

**THIS AMENDMENT OF LEASE**, dated this 19th day of October, 1999, by and between the **CITY OF GUTHRIE, OKLAHOMA**, a municipal corporation, acting by its City Council (hereinafter called "City"), and the **TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY**, a public trust, created under the authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 1991, Sections 176 to 180.3, as amended and supplemented, and the Oklahoma Trust Act (hereinafter called "Authority").

#### WITNESSETH:

**WHEREAS**, the City and the Authority have heretofore entered into a Lease under date of April 19, 1966, which has been recorded in the office of the County Clerk of Logan County, State of Oklahoma, in Book 490 at pages 194 and following, which Lease was approved by the qualified electors voting at a special election called and held in the City of Guthrie, Oklahoma, on the 15th day of November, 1965; and

**WHEREAS**, the City and the Authority have heretofore entered into an Amendment of Lease under date of August 4, 1987, which has been recorded in the office of the County Clerk of Logan County, State of Oklahoma, in Book 1146 at pages 638 and following; and

**WHEREAS**, the City and the Authority have heretofore entered into a Second Amendment of Lease under date of March 15, 1994, which has been recorded in the office of the County Clerk of Logan County, State of Oklahoma, in Book 13260 at pages 146 and following; and

**WHEREAS**, the City and the Authority have determined to further amend said Lease by amending Article II as hereinafter set forth:

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED THE AFORESAID LEASE AS AMENDED SHALL BE FURTHER AMENDED AS FOLLOWS:**

#### Section 1.

Article II of the Lease as amended is hereby amended in its entirety to read as follows:

**"SECTION 1.** To have and to hold the above-described leased property unto LESSEE for and during the term of fifty (50) years, commencing at 12:01 o'clock A.M. on the 19th day of October, 1999, and extending to and including the 18th day of October, 2049, and so long thereafter as any indebtedness incurred by LESSEE secured by the revenues of any of the property described in Article I hereof (or any part thereof) shall remain unpaid, unless such term be terminated sooner, as hereinafter provided"

**Section 2.** The Lease as amended and as further amended by this Third Amendment of Lease shall cover the property described on the attached Exhibit "A" and shall be read taken and construed to be one and the same document.

IN WITNESS WHEREOF, the City of Guthrie, Oklahoma, a municipal corporation, as City, and the Trustees of The Guthrie Public Works Authority, a public trust, as Authority, have hereunto set their hands executing this Third Amendment of Lease Agreement in several multiple originals all of which constitute one and the same instrument, to be effective as of the 19th day of October, 1999.

CITY OF GUTHRIE, OKLAHOMA,  
a municipal corporation

ATTEST:

Wanda Calvert  
City Clerk

(SEAL)

By: Emuley Neff  
Mayor

"CITY"

TRUSTEES OF THE GUTHRIE PUBLIC  
WORKS AUTHORITY, a public trust

ATTEST:

Wanda Calvert  
Secretary of Trustees

(SEAL)

By: Emuley Neff  
Chairman of Trustees

"AUTHORITY"

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF LOGAN            )

The foregoing instrument was acknowledged before me this 19th day of October, 1999, by Evelyn Nephew, Mayor of the **CITY OF GUTHRIE, OKLAHOMA**, a municipal corporation, for and on behalf of the City.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
10-7-2003

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF LOGAN            )

The foregoing instrument was acknowledged before me this 19th day of October, 1999, by Evelyn Nephew, Chairman of Trustees of **THE GUTHRIE PUBLIC WORKS AUTHORITY**, a public trust, for and on behalf of the trust.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
10-7-2003

**EXHIBIT A**

All of the presently-existing proprietary, revenue-producing utility systems and facilities of the City of Guthrie, Oklahoma, including:

(1) All of the water production, storage, transportation and distribution system and facilities, and all of the sanitary sewer collection transmission and treatment system and facilities, including all tangible property, real and personal, and all interests therein, appertaining or related thereto or used in connection therewith, and all rights-of-way, easements, licenses, and other rights and privileges, appertaining or related to such systems and facilities or the use thereof, now belonging to said City or under its custody, management or control; and

(2) Any and all additions and/or improvements to each then existing system and facilities mentioned in paragraph (1) of this Section, and any and all tangible property, real or personal, and any and all interests therein, appertaining or related to any such system and facilities or used in connection therewith, and any and all rights-of-way, easements, licenses, or other rights or privileges, appertaining or related to any such system and facilities or the use thereof, which may, hereafter, be acquired by said City or which shall, hereafter, come under its custody, management or control; and,

(3) The following described real property and estate situate in Logan County, State of Oklahoma:

An eighty foot by eighty foot tract of land located in the South Half of the Southeast Quarter of Section 12, Township 16 North, Range 3 West of the Indian Meridian described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 12; thence North 88° 17' 32" West a distance of 810.06 feet; thence North 01° 18' 26" East a distance of 273.07 feet; thence North 87° 49' 44" West a distance of 127.27 feet to the point of beginning on the East line of a 80'x80' water tower site; thence North 17° 57' 56" West a distance of 46.50 feet; thence South 72° 02' 04" West a distance of 80.0 feet; thence South 17° 57' 56" East a distance of 80.0 feet; thence North 72° 02' 04" East a distance of 80.0 feet; thence North 17° 57' 56" West a distance of 33.50 feet to the point of beginning.

Beginning at a stake thirty-three (33) feet west and eight hundred and seventy-two (872) feet South of the Northeast corner of Section Seventeen (17) in Township Sixteen (16) North, of Range Two (2) West of the Indian Meridian and running thence South parallel with the section line and along the West line of the public highway three hundred and thirty three (333) feet to a stake thence West parallel with the South line three hundred and sixty-seven feet (367) to a stake, thence North to the center of the main channel of the Cottonwood Creek, being seventy-two (72) feet, which point for the purpose of description is designated as point "B" thence in a Northeasterly direction along the center of the main channel of said Cottonwood Creek to a point North seventy (70) degrees West fifty-one feet (51) from the place of beginning, which point is designated for the purpose of description as "A" thence South seventy (70) degrees East fifty-one feet (51) to the place of beginning, containing one and eight hundred and eleven one-thousandths (1.811/1000) acres, subject to easements and rights of way of record.

STATE OF OKLAHOMA  
LOGAN COUNTY SS:  
FILED FOR RECORD ON

1999 NOV -3 AM 10: 54

MARY LOU ORNDORFF  
COUNTY CLERK

**CERTIFICATE OF PRINCIPAL OFFICE,  
AND PERSONNEL**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF LOGAN            )

I, the undersigned, the duly qualified and acting Chairman of Trustees of The Guthrie Public Works Authority, a public trust (the "Authority"), hereby certify:

(1) That the principal office of the Authority and the place where all records of the Authority are kept is the City Hall, 101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma.

(2) That the personnel of the Trustees of the Authority are:

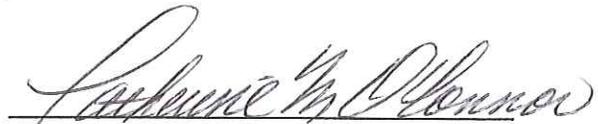
- Evelyn Nephew
- Steve Hampton
- Walter Chambers
- Marshall ("Buck") Dollarhide
- Brad Morelli
- Randy Foster
- Grant Aguirre II

  
Chairman of Trustees

ATTEST:

  
Secretary of Trustees

SUBSCRIBED AND SWORN to before me this 19th day of October, 1999.

  
Notary Public

My Commission Expires:

10-7-2003

(SEAL)

STATE OF OKLAHOMA  
LOGAN COUNTY SS:  
FILED FOR RECORD ON  
1999 NOV -3 AM 10:55  
MARY LOU ORNDORFF  
COUNTY CLERK

THE CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, IN THE CITY OF GUTHRIE, OKLAHOMA, ON THE 19TH DAY OF OCTOBER, 1999, AT 7:00 O'CLOCK P.M.

PRESENT: Randy Foster; Brad Morelli; Evelyn Nephew; Marshall Buck Dollarhide; Grant Aguirre; Walter Chambers

ABSENT: Steve Hampton.

Notice of the regularly scheduled meetings of the governing body of the City for calendar year 1999 having been given in writing to the City Clerk of Guthrie, Oklahoma. And public notice and agenda having been posted in prominent public view at the City Hall, Guthrie, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Aguirre, seconded by Morelli, said Resolution was finally passed with the following vote:

AYE: Foster; Morelli; Nephew; Dollarhide; Aguirre; Chambers

NAY: None

And upon motion of Aguirre, seconded by Morelli, the question of the emergency was ruled upon separately and approved with the following vote:

AYE: Foster; Morelli; Nephew; Dollarhide; Aguirre; Chambers

NAY: None

The Resolution was thereupon signed by the Mayor of the City and attested and sealed with the seal of the City by the City Clerk and is as follows:

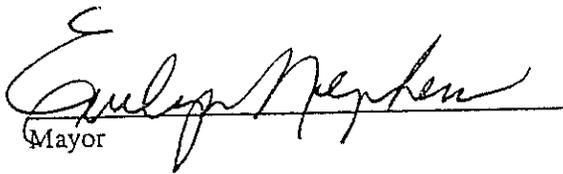
A RESOLUTION ACCEPTING BENEFICIAL INTEREST IN THE GUTHRIE PUBLIC WORKS AUTHORITY FOR AND ON BEHALF OF THE CITY OF GUTHRIE, OKLAHOMA; AND DECLARING AN EMERGENCY;

RESOLVED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE, STATE OF OKLAHOMA:

SECTION 1. The City Council of the City of Guthrie, State of Oklahoma, as the governing body of said City, hereby accepts, for and on behalf of said City, the beneficial interest in the Declaration of Trust, dated as of November 2, 1965, creating the public trust designated as The Guthrie Public Works Authority, as amended and supplemented by that Supplement to Declaration of Trust dated August 16, 1977, by that Second Supplement to Declaration of Trust dated August 4, 1987 and by that Third Supplement to Declaration of Trust dated October 19, 1987 provided for in the Declaration of Trust of said public trust, as amended in all respects in accordance with said Declaration of Trust as amended.

SECTION 2: By reason of the need for immediate preservation of the public peace, health, safety and welfare of the City of Guthrie, Oklahoma, and the inhabitants thereof, an emergency is declared to exist for the reason that this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 19th day of October, 1999.

  
Mayor

TEST  
  
CITY CLERK

(SEAL)

I, the undersigned, the duly qualified and acting City Clerk of the City of Guthrie, State of Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the minutes of a meeting of the City Council of said City held on the date therein stated, insofar as such minutes relate to the adoption of a certain Resolution accepting beneficial interest in The Guthrie Public Works Authority, a public trust, in my custody as such City Clerk. I further certify that attached hereto is a true, correct and complete copy of the schedule of regularly scheduled meetings of the City Council of the City of Guthrie, State of Oklahoma, for the calendar year 1999 as the same appears on file in my office as a part of the official records thereof along with a true, correct and complete copy of the agenda for said meeting which was posted in prominent public view at least 24 hours prior to the date of such meeting, all in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and the seal of said City this 19th day of October, 1999.

Wanda Calvert  
City Clerk

(SEAL)

THIRD SUPPLEMENT TO DECLARATION OF TRUST

This Third Supplement to Declaration of Trust (hereinafter, the "Supplement") is entered of the 1st day of September, 1993 by and between the Trustees of The Guthrie Public Authority (the "Authority") and the City of Guthrie, Oklahoma (the "City") acting through its governing body, and amends and supplements that certain Declaration of Trust dated of November 2, 1965 (the "Declaration of Trust"), recorded at Book 490 beginning at Page of the records of the County Clerk of Logan County, Oklahoma, as amended and supplemented by the Supplement to Declaration of Trust dated August 16, 1977 recorded in Book 726 at Page 128, and by the Second Supplement to Declaration of Trust dated August 4, 1987, recorded in Book 1146 at Page 633, wherein the City is designated the beneficiary of the Authority.

In consideration of the mutual promises and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City hereby agree as follows:

1. Article VII Section (b) of the Declaration of Trust entitled "Powers and Duties of Trustees," pertaining to the requirement of voter approval for the incurrence of certain Authority Indebtedness shall be and is hereby amended and supplemented, so that said Article VII Section (b)(iii) shall henceforth read as follows:

"(iii) Any indebtedness not to exceed \$8,000,000 incurred in any one calendar year. Without limiting any provision of this instrument, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the beneficiary, the City of Guthrie, Oklahoma."

2. As amended by paragraph (1) hereof, the Declaration of Trust is hereby confirmed and ratified as continuing in full force and effect.
3. This Supplement shall be and become effective upon the approval and execution thereby duly authorized officers of the Authority and of the City, respectively, and the written approval of the Trustee bank or banks with respect to any bonds, notes or any other indebtedness or obligations of the Authority secured by revenues or property of the Authority. Should said supplement not be approved by the aforementioned Trustee or Trustees and by the governing bodies of the Authority and of the City, then this Supplement will be a nullity; of no force or effect whatsoever.

I, Mary Lou Orndorff, County Clerk in and for Logan County, State of Oklahoma, do hereby certify that the foregoing is a full and true copy of such an instrument of record in my office. Witness my hand and official seal this 20 day of October, 1993.  
Mary Lou Orndorff, County Clerk  
By Janet Smith Deputy

**FILE**  
NOV 18 1993  
OKLAHOMA SECRETARY OF STATE

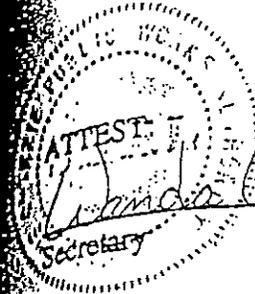
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IN WITNESS HEREOF, the Authority and the City have caused this Supplement to be approved by their respective governing bodies and to be executed, attested and delivered by their respective duly authorized officers, all as of the date above mentioned.

TRUSTEES OF THE GUTHRIE  
PUBLIC WORKS AUTHORITY



*Wanda Calvert*  
Secretary

By: *Robert [Signature]*  
Chairperson

CITY OF GUTHRIE, OKLAHOMA



*Wanda Calvert*  
City Clerk

By: *Robert [Signature]*  
Mayor

Approved this 1st day of September, 1993

LIBERTY BANK AND TRUST COMPANY OF  
OKLAHOMA CITY, N.A.  
OKLAHOMA CITY, OKLAHOMA

By: *Martha E. Ober*  
Name: Martha E. Ober  
Title: Vice President and Trust Officer



STATE OF OKLAHOMA  
COUNTY OF LOGAN

)  
) ss.  
)

Before me, the undersigned, a notary public in and for said State, on the 31st day of August, 1993, personally appeared Robert A. Dewart, Mayor and Wanda Calvert, City Clerk of the City of Guthrie, Oklahoma, and to me further known to be the identical persons who subscribed the name of said City as one of the makers thereof, to the foregoing instrument as Mayor and City Clerk, respectively, and acknowledged to me that they executed the same as their free and entirely voluntary act and deed and as the free and voluntary act and deed of said City, for the uses and purposes therein mentioned and set forth.

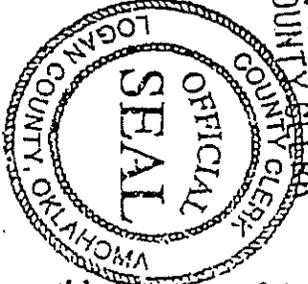
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

My Commission Expires:

10-7-1995

STATE OF OKLAHOMA  
COUNTY OF LOGAN

Madeline Mueller  
Notary Public



93 OCT 28 AM 9:21  
MADY LOU ORNDORFF  
COUNTY CLERK

STATE OF OKLAHOMA  
LOGAN COUNTY SS:  
FILED FOR RECORD ON

The foregoing instrument was acknowledged before me this 31st day of August, 1993, by Robert A. Dewart, Chairman of The Guthrie Public Works Authority, a public trust, on behalf of the Trust.

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

My Commission Expires:

10-7-1995

Madeline Mueller  
Notary Public

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JA

1-2012-001228 Book 2296 Pg: 55  
02/02/2012 1:29 pm Pg 0055-0057  
Fee: \$ 17.00 Doc: \$ 0.00  
Troy Cole - Logan County Clerk  
State of Oklahoma

**FOURTH SUPPLEMENT TO DECLARATION OF TRUST  
OF THE GUTHRIE PUBLIC WORKS AUTHORITY**

WHEREAS, there exists in the City of Guthrie, Oklahoma, an urgent need to provide improvements to the water and sanitary sewer systems owned by the City of Guthrie, Oklahoma, and expedite the acquisition, establishment and operation thereof by the Trustees of the Guthrie Pubic Works Authority:

IT IS AGREED by and between all the Trustees of the Guthrie Public Works Authority and the City of Guthrie, Oklahoma, a municipal corporation, as follows:

1. The undersigned Trustees of the Guthrie Public Works Authority, a public trust, by and with the consent of the City of Guthrie, Oklahoma, the beneficiary thereof, hereby contract, agree and covenant between themselves with and to the State of Oklahoma and with and to the beneficiary of said Trust, pursuant to the terms of said Declaration of Trust and this instrument, that they do declare that they will execute the trust created by the Declaration of Trust of the Guthrie Public Works Authority, Dated November 2, 1965, and recorded in the office of the county clerk of Logan County, State of Oklahoma, on May 13, 1966, in Book 490 at Pages 175 and following, as supplemented by three (3) supplements and is further supplemented and amended by this instrument as Trustees for the beneficiary, and they do and will hold, receive and administer the trust estate in trust solely for the use and benefit of beneficiary in the manner provided in the said Declaration of Trust, as hereby supplemented and amended.

2. In pursuance of the foregoing, each and every of the provisions of the aforesaid Declaration of Trust excepting only as herein after set forth, hereby are recontracted, recovenanted and redeclared to be effective from and after endorsement thereon of acceptable of beneficial interest for the beneficiary by the governing body thereof, and thereafter.

III(A) of the Declaration of Trust shall be amended as provided as follows:

III(A). To furnish and supply to inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the beneficiary municipality and in territory and reasonably convenient proximity thereto, and to the beneficiary and any other governmental agencies or endeavors, utility services and facilities for all purposes that the same be authorized or proper as a function of the beneficiary pursuant to Title 60 OS §176 et seq. ; and affix, demand and collect charges, rates and fees for said services and facilities: provided, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the trust may be disconnected at any time;

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Dated this 4 day of October, 2011.

I-2012-001228 Book 2296 Pg: 56  
02/02/2012 1:29 pm Pg 0055-0057  
Fee: \$ 17.00 Doc: \$ 0.00  
Troy Cole - Logan County Clerk  
State of Oklahoma

TRUSTEES:

John Wood  
Man CPA  
Gaylynn  
Paul L Harwood

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF GUTHRIE, OKLAHOMA

By: [Signature]  
Mayor/Successor Trustor

ATTEST:

Wanda Calvert  
City Clerk

STATE OF OKLAHOMA                    ]  
  ] ss.                                    Acknowledgment  
COUNTY OF LOGAN                    ]

Before me, the undersigned, a notary public in and for the county and state above written on the 4<sup>th</sup> day of October, 2011, personally appeared Patty Hazelwood, John Wood, Gaylord Thomas, Mary Coffin, Charles Burtcher, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds, for the uses and purposes therein set forth.

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



*K. Biggs*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_  
Comm. No. \_\_\_\_\_