OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

October 23, 2001

Brian O. Wiseman
Attorney and Counselor at Law
P. O. Box 389
Blackwell, OK 74631

Re: **Amendment to Trust Indenture of the Blackwell Industrial Authority (BIA), a public trust**

Dear Mr. Wiseman:

At your request, the Attorney General's Office has reviewed the proposed amendment of trust indenture regarding the above-referenced Blackwell Industrial Authority. This letter represents approval by the Office of Attorney General of the State of Oklahoma of the proposed amendments to the trust indenture of the Blackwell Industrial Authority.

Should you need anything further regarding this matter, please feel free to contact the undersigned.

Sincerely,

DOUGLAS F. PRICE
ASSISTANT ATTORNEY GENERAL

4545 N. LINCOLN BLVD., SUITE 260, OKLAHOMA CITY, OK 73105-3498 (405) 521-4274 • FAX: (405) 528-1867

recycled paper

BRIAN O. WISEMAN
ATTORNEY AND COUNSELOR AT LAW
107 WEST BLACKWELL AVENUE
BLACKWELL, OKLAHOMA 74631
TEL. (580) 363-4300
FAX (580) 363-4308

MAILING ADDRESS:
P. O. BOX 389
BLACKWELL, OKLAHOMA 74631

JONATHAN C. IHRIG
OF COUNSEL

CITY OF BLACKWELL
RECEIVED
OCT 22 2001
BLACKWELL, OK. 74631

October 18, 2001

Attorney General Office
Attn: Assistant Doug Price
112 State Capitol
2300 North Lincoln Blvd
Oklahoma City, OK 73105-4894

RE: Amendment to Trust Indenture of the Blackwell Industrial Authority (BIA), a public trust

Dear Attorney General Staff:

Please find enclosed for your review the following documents:

1) Copy of the Trust Indenture of the Blackwell Industrial Authority (BIA);
2) Certified copy of BIA Resolution No. 9-24-2001;
3) Certified copy of the minutes of the BIA meeting on September 24, 2001;
4) Certified copy of Blackwell City Commission Resolution No. 10-02-01C; and
5) Certified copy of the minutes of the Blackwell City Commission meeting of October 2, 2001.

This proposed amendment of the Trust Indenture concerns the residency requirement of BIA trustees. Originally, the Indenture required trustees to reside within the city limits of Blackwell, Oklahoma. The proposed amendment expands the geographical scope for residency to within five (5) miles of the City of Blackwell. All of the parties having an interest in the trust, the BIA Trustees and the City of Blackwell as the sole beneficiary, have agreed and consented to this proposed Amendment.

The BIA and the City of Blackwell respectfully request that this proposed amendment to the Trust Indenture of the Blackwell Industrial Authority, a public trust, therefore be approved by the Attorney General of the State of Oklahoma. If the Amendment does meet with your approval, please provide written evidence of the same to the undersigned at your earliest possible convenience. In the event you anticipate this process will take longer than thirty (30) days, we would appreciate being made aware of this fact as well.

Very truly yours,

Brian Wiseman
General Counsel for the
Blackwell Industrial Authority and
the City of Blackwell

BW/cs2/1001.04
Enc.
CC: Rich Cantillon, BIA Executive Director
Sally Norris, City Manager

RESOLUTION NO. 10-02-01C

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BLACKWELL, OKLAHOMA, CONSENTING TO THE PROPOSED AMENDMENT OF ARTICLE VI, SECTION 1, OF THE TRUST INDENTURE OF THE BLACKWELL INDUSTRIAL AUTHORITY CONCERNING RESIDENCY REQUIREMENTS OF TRUSTEES OF SAID AUTHORITY.

WHEREAS, the City of Blackwell, Oklahoma, is the sole beneficiary of the Blackwell Industrial Authority, a public trust, which said Authority is organized for the purpose of recruiting and fostering industry and developing economic growth for the benefit of the City as beneficiary; and

WHEREAS, Article VI, Section 1 of the Trust Indenture of the Authority currently provides that Trustees of the Authority shall be residents of Blackwell, Oklahoma, and

WHEREAS, the Trustees of the Authority and the Board of Commissioners of the City of Blackwell jointly believe it to be in the best interest of the Authority and the beneficiary to enlarge the geographical boundaries from which Trustees of the Authority may be selected and thereby increase the prospective number of Trustees who are qualified to serve as Trustees of the Authority.

BE IT THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BLACKWELL, OKLAHOMA, that the City of Blackwell, as sole beneficiary of the Blackwell Industrial Authority, a public trust, hereby consents to the proposed amendment of Article VI, Section 1, of the Trust Indenture of the Authority, as such amendment is fully set forth in Resolution Number 09-24-2001 of the Blackwell Industrial Authority, passed and approved on the 24th day of September, 2001.

THIS RESOLUTION PASSED AND APPROVED in open meeting this 2nd day of October, 2001.

Eugene Braly, Mayor
City of Blackwell, Oklahoma

ATTEST: (SEAL)

Teresa Moses, City Clerk

BW/df1/City.40

MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS
BLACKWELL, OKLAHOMA
OCTOBER 2, 2001

Pursuant to the legal notice as is required by the Oklahoma Open Meeting Act, including the posting of notice and agenda on September 28, 2001, as is required by the terms thereof, the Blackwell Board of Commissioners of the City of Blackwell met in regular session at 7:00 p.m. in the Commissioners' Room of City Hall located at 221 West Blackwell, Oklahoma with Mayor Braly presiding:

Present:	Eugene M. Braly, Mayor Ruth Buesing, Commissioner George Morgan, Commissioner Sara Norris, City Manager Brian Wiseman, City Attorney Teresa Moses, City Clerk
Absent:	None
Others Present:	Staff: Jim Inmon & Jim Willis; Charles Abbott, Blackwell Journal and 23 citizens in the audience

1. **MEETING CALLED TO ORDER:**

Mayor Braly called the meeting to order at 7:00 p.m.

2. **OPENING CEREMONIES:**

The invocation was given by Commissioner Buesing followed by the Pledge of Allegiance led by Commissioner Morgan.

3. **SPECIAL PRESENTATIONS AND/OR RECOGNITIONS:**

Mayor Braly issued a Proclamation declaring October 30, 2001 as "Trick or Treat Night".

4. **CONSENT AGENDA:**

Items A, B and C, as contained on the Consent Agenda were found to be non-controversial and routine in nature by the Board of Commissioners and on motion by Morgan, seconded by Buesing, were approved. Roll, yeas: Braly, Buesing and Morgan. Nays: none. Motion carried.

A. Minutes of the regular meeting held September 18, 2001

B. Minutes of the special meeting held September 18, 2001.

C. Payment of Outstanding Claims for September 2001.

5. **PUBLIC COMMENTS:**

Mr. Jerry Reid approached the podium and identified himself as Water Treatment Plant Supervisor. Mr. Reid began to address the Commissioners concerning rumors about himself and the City of Blackwell. City Attorney Wiseman interrupted Reid and advised him that personnel

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 17th day of June, 1969 by Glen Hadaway, hereinafter referred to as the Trustor, and Glen Hadaway, Joe Cannon, Lawrence Youell, and W. W. Rodgers, Jr., F. Vassar Dyer

and their respective successors in office, to be known as the Trustees of the Blackwell Industrial Authority, who shall be and are hereinafter referred to as Trustees of the said Authority (hereinafter referred to as Trust) herein set out.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

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

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer any public works, improvements or facilities, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, and otherwise perform the duties

and functions required in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

(1) To promote the development of industry within and without the territorial limits of the Beneficiary municipality and to provide additional employment which will benefit and strengthen the economy of the Beneficiary and the State of Oklahoma.

(2) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, either within or without the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining industrial and manufacturing activities.

(3) To lease, rent, furnish or provide such property, buildings, improvements and facilities for use by industrial and manufacturing firms, businesses, or concerns upon such terms as the Trustees may deem suitable; and to relinquish, rent, dispose of, or otherwise make provisions for properties owned or controlled by Trust but no longer needed for Trust purposes.

(4) To perform on behalf of the Beneficiary the functions and powers as authorized by industrial development statutes.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities, and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purpose shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) And and all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of $10.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.

ged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be citizens and residents of the Beneficiary. The umber of Trustees shall be five. The term of office of the original Trustees shall be stag-ered. Original Trustee Hadaway shall serve for 1 year. Original Trustees Dyer and Youell shall serve for 2 years. Original Trustees Cannon and shall serve for 3 years. Upon expiration of any Trustee's term of office, a suc-essor Trustee to serve a 3 year term shall be appointed in the manner hereinafter set out. ion the occurrence of a vacancy in the office of Trustee, a successor Trustee to serve for the emainder of the unexpired term of office shall be appointed in the manner hereinafter set it. All appointments of successor Trustees shall be made by majority vote of the Board of ommissioners of the Beneficiary. Each successor in office so appointed and confirmed shall ithout any further act, deed or conveyance, become a Trustee of this Trust and become fully ested with all the estate, properties, rights, powers, duties and obligations of his predeces-or hereunder with like effect as if originally named as a Trustee herein.

(2) The Trustees shall elect annually by majority vote a Chairman of the Trustees, who iall preside at all meetings and perform other duties designed by the Trustees. The Trustees iall designate the time and place of all regular meetings. All actions by the Trustees irsuant to the provisions of this Trust Indenture shall be approved by the affirmative ote of at least a majority of the Trustees qualified to act as such under the provisions f this Trust Indenture. The Trustees shall select one or more of their members to be Vice-iairmen who shall act in the place of the Chairman during the latter's absence or icapacity to act.

(3) The Trustees shall elect a Secretary of the Trustees who may or may not be a ustee. The Secretary shall keep minutes of all meetings of the Trustees and shall main-iin complete and accurate records of all their financial transactions, all such minutes, oks and records to be on file in the office of the Trust. All meetings of the Trustees all be open to the public, and the books, records and minutes of the Trustees shall be nsidered as public records and available for inspection at all times by any interested irty.

(4) The Trustees shall elect a Treasurer of the Trustees, who may or may not be a ustee.

(5) The Trustees may appoint a general manager for the Trust Estate, and may employ such other clerical, professional legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, or of the Beneficiary, or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.

(2) To enter into contracts for the acquisition and construction of facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith, other than those facilities to be constructed by the employees of the Trustees;

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

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

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

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary; but may agree for approval of any or all of its actions and transactions by the governing board of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper, and pay for the same as they see fit.

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 6 of Article VI hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary

or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, as amended and supplemented, and other statutes of the State of Oklahoma presently in force and effect. Trustor now declares that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination from and after the date any indebtedness is incurred by the Trustees.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate - - -

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

(2) In the manner provided by Title 60, Oklahoma Statutes 1961, Section 180. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payments of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

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

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Glen A. Hadaway
Glen Hadaway, Trustor

(SEAL)

TRUSTEES OF THE BLACKWELL INDUSTRIAL AUTHORITY

Glen A. Hadaway
Glen Hadaway

Lawrence Youell
Lawrence Youell

Joe Cannon

W. W. Rogers, Jr.

F. Vassar Dyer
F. Vassar Dyer Trustees

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17th day of June, 1969, personally appeared Glen Hadaway to me known to be the identical person who executed the within and foregoing instrument as Trustor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Jack E. Chance
Notary Public

(SEAL)

My commission expires 10-11-69.

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17th day of June, 1969, personally appeared Glen Hadaway, ~~xxxxxxxxxxxxxx~~, Joe Cannon, Lawrence Youell and W. W. Rodgers, Jr., F. Vassar Dyer 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.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Jack E. Chance
Notary Public

(SEAL)

My commission expires 10-11-69.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Commissioners of the City of Blackwell, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of the City of Blackwell, Oklahoma, attested by the City Clerk of the City of Blackwell, Oklahoma, pursuant to direction of said Board of Commissioners, this 17th day of June, 19 69.

Mayor

ATTEST:

City Clerk

THE BOARD OF COMMISSIONERS OF THE CITY OF BLACKWELL OF KAY COUNTY, STATE OF OKLAHOMA, MET IN SESSION, IN THE OFFICE OF THE BOARD OF COMMISSIONERS AT THE CITY HALL IN SAID CITY ON THE 17th DAY OF JUNE, A.D. 1969, AT 7 O'CLOCK P.M.

PRESENT: Max Fry, Mayor and Commissioner of Public Safety
Glenn E. Crutchaugh, Commissioner of Finance
J. P. Willis, Commissioner of Public Property

ABSENT: None

(Other Proceedings)

THEREUPON, Ordinance Number 1971, entitled

AN ORDINANCE ACCEPTING THE BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON BEHALF OF THE CITY OF BLACKWELL IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE; AND DECLARING AN EMERGENCY.

was introduced and read in full by the Clerk.

THEREUPON Commissioner Crutchaugh moved that an emergency be declared, the rules suspended and said Ordinance be read a second time by title, which motion was duly seconded by Commissioner Willis, and the question being upon the suspension of the rules and placing the Ordinance upon its second reading, the roll was called with the following result:

AYE: Mayor Fry, Commissioner Crutchaugh, and Commissioner Willis

NAY: none

The Mayor declared the motion carried and the rules suspended and thereupon said Ordinance was read a second time by its title.

THEREUPON Commissioner Crutchaugh moved that an emergency be declared, the rules suspended and said Ordinance be read a third time and considered section by section for amendment or adoption, which motion was duly seconded by Commissioner Willis

_____, and the question being upon the suspension of the rules and placing the Ordinance upon its third reading and consideration section by section for amendment or adoption, the roll was called with the following result:

AYE: Mayor Fry, Commissioner Brumbaugh, Commissioner Willis
NAY: None

The Mayor declared the motion carried and the rules suspended and thereupon said Ordinance was read, section by section, and upon separate motions, duly seconded and put by the Mayor

Section One _____, were each adopted as read by the following vote:

AYE: Mayor Fry, Commissioner Brumbaugh, Commissioner Willis
NAY: None

THEREUPON, Section two, setting forth the emergency nature of said Ordinance was read, and Commissioner Brumbaugh moved that an emergency be declared and that said Section be adopted as read, which motion was duly seconded by Commissioner Willis, and the question being upon the adoption of said Secti and declaring said emergency to exist, the roll was called with the following vote:

AYE: Mayor Fry, Commissioner Brumbaugh, Commissioner Willis
NAY: None

The Mayor thereupon declared the motion carried by the affirmative vote of three-fourths of all members elected, and the said emergency section duly passed and adopted.

THEREUPON, Commissioner Brumbaugh moved that said Ordinance be placed upon final passage and passed as a whole, which motion was seconded by Commissioner Willis and the question being upon the final passage of the Ordinance as a whole, the roll was called with the following result:

AYE: Mayor Fry, Commissioner Brumbaugh, Commissioner Willis
NAY: None

The Mayor declared the motion carried and the Ordinance duly passed and adopted.

(SEAL)
ATTEST: Ord Randy
City Clerk

Mayor

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

I, the undersigned, the duly qualified and acting Clerk of the City of Blackwell, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings of the Board of Commissioners of said City at a meeting held on the date therei set out, insofar as the same relate to the introduction, reading and adoption of Ordinance No. 1907, as the same appears of record in my office.

WITNESS my hand and seal this 17th day of June, A.D. 19 69.

(SEAL)

Ord Randy
City Clerk

ORDINANCE NO. 1967

AN ORDINANCE ACCEPTING THE BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON BEHALF OF THE CITY OF BLACKWELL IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BLACKWELL, OKLAHOMA:

SECTION 1. That the Trust Indenture by and between Glen Hadaway, as Trustor, and Glen Hadaway, F. Vasnar Dyer, Joe Cannon, Lawrence Youell and W. W. Rodgers, Jr., as Trustees, dated as of June 17, 1969, creating the Blackwell Industrial Authority, a copy of which is on file in the office of the City Clerk, wherein the City of Blackwell is declared to be the beneficiary of said Trust, be and the same is hereby approved and the City of Blackwell accepts said Trust as the beneficiary thereof.

SECTION 2. That by reason of its being extremely advantageous to the City to accept the terms of said Trust, and by reason of the City's need of the facilities to be acquired, constructed and equipped by the Blackwell Industrial Authority, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said Trust be accepted and to that end that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED the 17th day of June, 1969.

Mayor

(SEAL)

ATTEST:

Carl Randall

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

I, the undersigned, of lawful age, being first duly sworn, depose and say:

That I am the Publisher of the Blackwell Journal Tribune, a daily newspaper printed, published, and having a general paid subscription circulation in the City of Blackwell, in said County and State, at the time of the publication of the City Ordinance noted below, and with admission to the United States mails as second-class mail matter and printed in the County where delivered to the United States mails, and which newspaper has been continuously and uninterruptedly published during a period of one hundred and four (104) weeks consecutively prior to the publication mentioned hereinbelow; that said newspaper comes within all of the prescriptions and requirements of Chapter 4, Title 25, Oklahoma Statutes 1961.

That City Ordinance Number 1907 of said City of Blackwell, a printed copy of which is hereto attached and made a part hereof, was published in the regular and entire issue of said newspaper on the 19th day of June, A.D. 19 69.

W F Bickford

SUBSCRIBED and SWORN to before me this 19th day of June A.D. 19 69.

Mary L Cormack
(SEAL) Notary Public

My commission expires Sept 1, 1972.

Published in The Blackwell Journal-Tribune June 19, 1969 (1)

ORDINANCE NO. 1907

AN ORDINANCE ACCEPTING THE BENEFICIAL INTEREST IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON BEHALF OF THE CITY OF BLACKWELL IN ALL RESPECTS IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE, AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BLACKWELL, OKLAHOMA:

SECTION 1. That the Trust Indenture by and between Glen Hadaway, as Trustor, and Glen Hadaway, F. Vassar Dyer, Joe Cannon, Lawrence Youell and W. W. Rodgers, Jr., as Trustees, dated as of June 17, 1969, creating the Blackwell Industrial Authority, a copy of which is on file in the office of the City Clerk, wherein the City of Blackwell is declared to be the beneficiary of said Trust, be and the same is hereby approved and the City of Blackwell accepts said Trust as the beneficiary thereof.

SECTION 2. That by reason of its being extremely advantageous to the City to accept the terms of said Trust, and by reason of the City's need of the facilities to be acquired, constructed and equipped by the Blackwell Industrial Authority, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said Trust be accepted and to that end that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED the 17th day of June, 1969.

MAX FRY
Mayor

(SEAL)
ATTEST:
CARL RANDALL
City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF KAY)

I, the undersigned, the duly qualified and acting Clerk of the City of Blackwell, in said County and State, hereby certify that the attached printed copy of the City Ordinance is a true and complete copy of the City Ordinance Number 1907, duly adopted by the Board of Commissioners and approved by the Mayor of said City on the date therein set out and recorded in my office.

WITNESS my hand and the seal of said City this 19th day of June, A.D. 19 69.

(SEAL)

Carl Randall
City Clerk