

OFFICE OF THE SECRETARY OF STATE

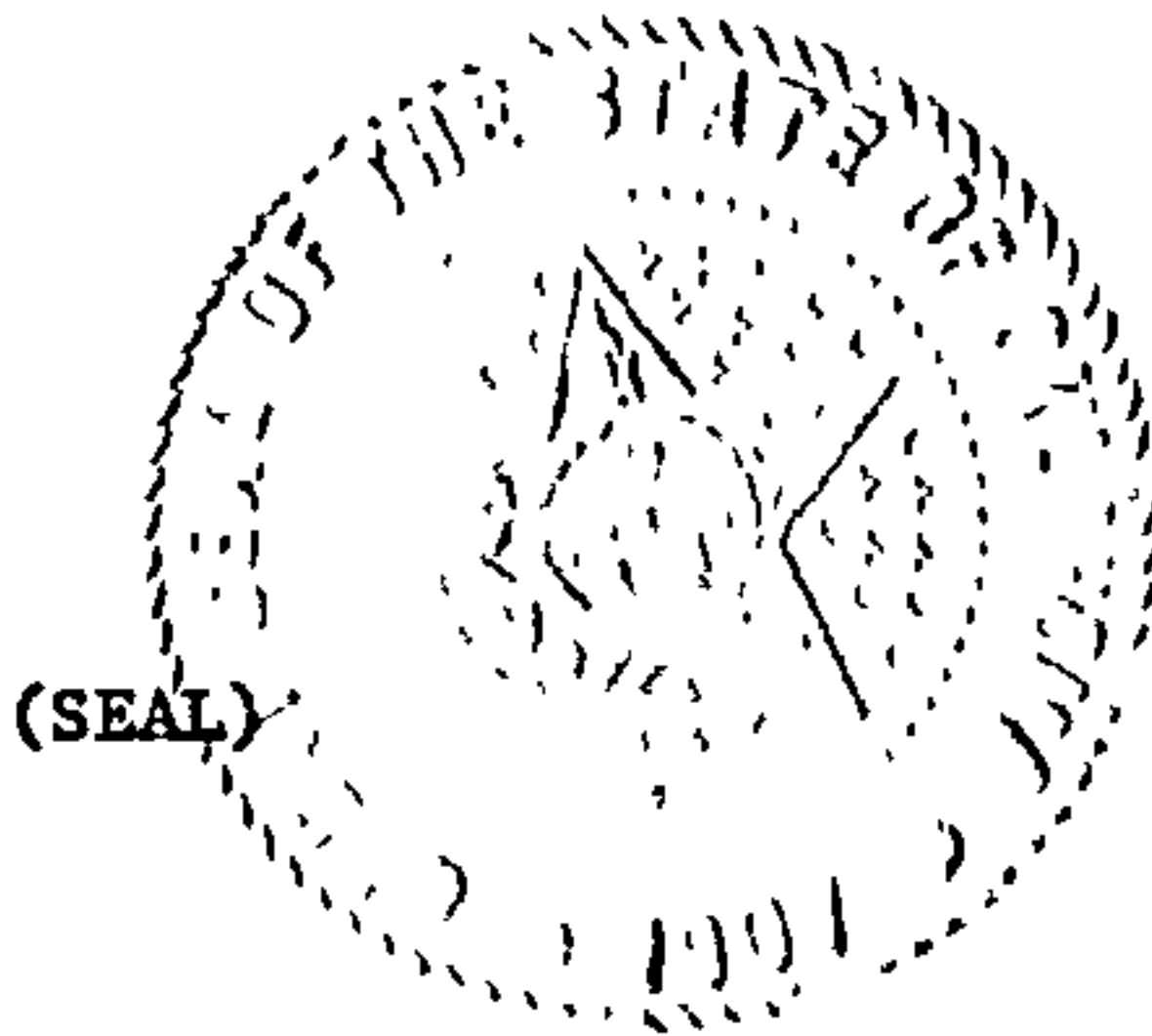
STATE OF OKLAHOMA

CERTIFICATE

I, THE UNDERSIGNED SECRETARY OF STATE OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY: That I am by the laws of said State the custodian of the records of the State of Oklahoma relating to written instruments creating public trusts, and am the proper officer to execute this certificate.

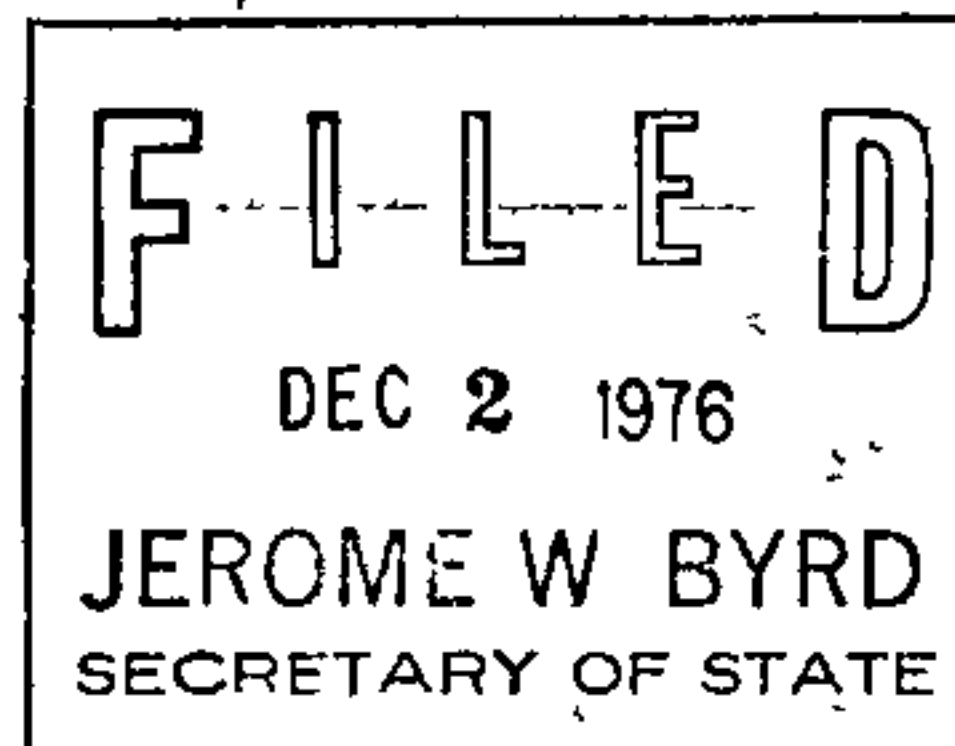
I FURTHER CERTIFY pursuant to Title 60 Oklahoma Statutes (1976 Supplement) Section 180.2(d) a certified copy of the Trust Indenture dated as of June 17, 1976 creating the Blackwell Industrial Development Authority was filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 2nd day of December, 1976.



Jerome W. Byrd
Secretary of State

BY: _____



2367395

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 17th day of June, 1976, by W. W. Rodgers, Jr., hereinafter referred to as the Trustor, and W. W. Rodgers, Jr., Joe Berry Cannon, F. Vassar Dyer, Max Fry and Lawrence Youell and their respective successors in office to be known as the Trustees of the Blackwell Industrial Development AUTHORITY, who shall be and are hereinafter referred to as Trustees of the said Authority (hereinafter referred to as "TRUST") herein set out.

W I T N E S S E T H :

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 Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Blackwell, hereinafter called "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 own, finance, operate, construct and administer any improvements or facilities, for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes, 1971, Sections 176 to 180.3, inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

PURPOSES

The purposes of this Trust are:

(1) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate buildings, utilities and other facilities 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 utilities and/or buildings or other facili-

ties either within or without the territorial boundaries of the Beneficiary which are or shall be of public use, or useful in securing, developing, and maintaining industrial and manufacturing concerns.

(2) To finance, refinance, borrow, issue bonds or other evidences of indebtedness to construct, extend, improve, equip or acquire any buildings, facilities or utilities which may directly or indirectly be for the benefit of the Beneficiary.

(3) To do all things which are for the benefit of the Beneficiary and have a public purpose including, but not limited to, the relief of unemployment, pollution control, environmental improvement, public utilities, and to that end said Trustees are hereby granted the powers, whether specifically stated herein or not, to fulfill such purposes in the most efficient manner for the benefit of the Beneficiary.

ARTICLE III

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 IV

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) Any 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 \$1.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.

The instruments executed for any project, and the issuance of any Trustees' Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE V

THE TRUSTEES

(1) The Trustees of this Trust shall be persons interested in the economic development of the Beneficiary, and shall be five in number. The term of office of the original Trustees shall be staggered. Original Trustee Fry shall serve for 3 years. Original Trustee Dyer and Youell shall serve for 1 year. Original Trustees Cannon and Rodgers shall serve for 2 years. Upon expiration of any Trustee's term of office a successor Trustee to serve a 3-year term shall be appointed or upon the occurrence of a vacancy in the office of

Trustee, a successor Trustee to serve the remainder of the unexpired term of office shall be appointed by a majority vote of the Board of Commissioners of the Beneficiary. Each such successor in office shall without any further act, deed or conveyance, automatically become Trustee of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor 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 shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees shall select one of their members to be ViceChairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

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

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

(5) The Trustees may appoint a general manager for the Trust Estate. The Trustees for the Trust Estate 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) Every person becoming a Trustee first shall take the oath of office required of an elected public officer and every officer and employee who handles funds of a public trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by a majority of the Trustees. Such bond to be in a surety company authorized to transact surety business in the State of Oklahoma. The cost of said bond shall be paid from funds of the Authority. The oaths of office shall be administered by any person authorized to administer oaths in the State of Oklahoma, and shall be filed in the office of the Clerk of the Beneficiary.

(7) Trustees may be removed from office for cause, including incompetency, neglect of duty, or malfeasance in office, by a District Court

having jurisdiction. In the event of removal of a Trustee under this Section, a successor Trustee shall be appointed as provided in this Trust instrument.

(8) 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.

(9) Bonds, Notes 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.

(10) 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.

(11) 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 VI

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 II 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, constructing, improving or equipping facilities authorized to be acquired, constructed, equipped or improved 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 action, or other things of value and to pay for the same in cash, with bonds, notes 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 II of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds, notes 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 hold, maintain and administer any leasehold rights in and to physical properties of the Beneficiary and to comply with the terms and conditions of any such lease agreement with the Beneficiary or others.

(10) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in, or operation and maintenance of, said properties, and revenue thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make

provisions for properties owned or controlled by the Trust but no longer needful for trust purposes.

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

(12) 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 of 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.

(13) 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.

(14) 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 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.

(15) 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.

(16) The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 7 of Article V hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

(17) 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 judgement 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 monies arising therefrom.

ARTICLE VII

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1971, Sections 176 to 180.3, 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, in such manner as would effect the security for any such outstanding indebtedness.

ARTICLE VIII

TERMINATION OF TRUST

This Trust shall terminate - - -

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

(2) In the manner provided by Title 60, Oklahoma Statutes, 1971, 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 monies 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 IX

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.



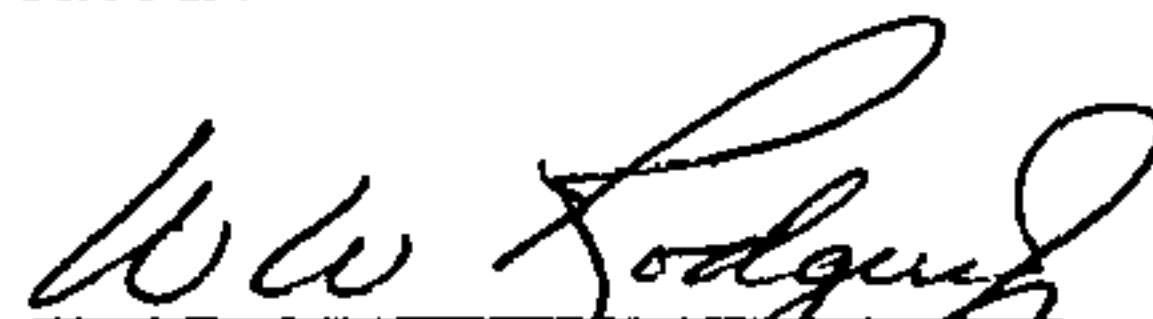
Joe Berry Cannon, Trustee



Lawrence Youell, Trustee



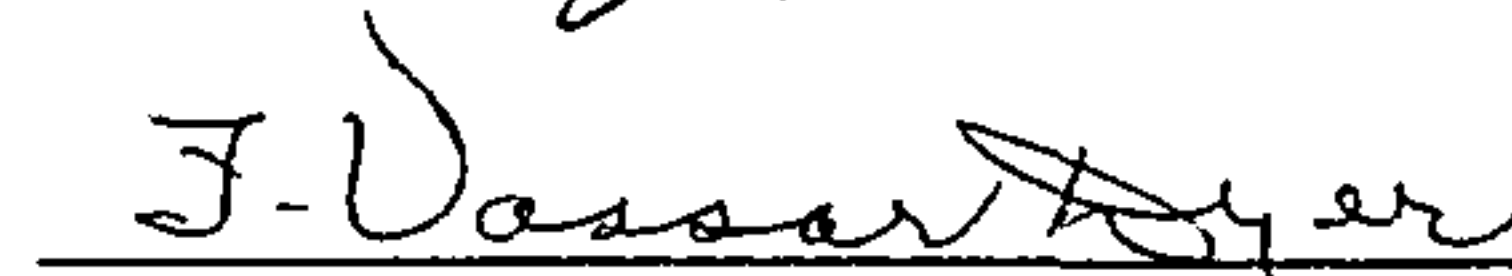
Max Fry, Trustee



W. W. Rodgers, Jr., Trustor



W. W. Rodgers, Jr., Trustee



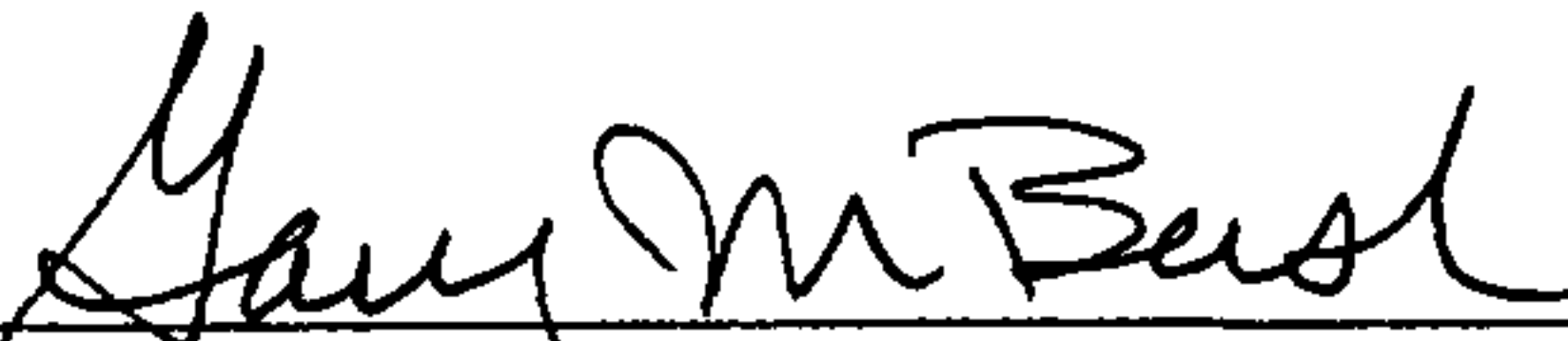
F. Vassar Dyer, Trustee

STATE OF OKLAHOMA

COUNTY OF KAY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the 14th day of July, 1976, personally appeared W. W. Rodgers, Jr., to me known to be the person who executed the within and foregoing Trust Indenture 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.


Notary Public

(SEAL)

My commission expires August 9, 1976.

STATE OF OKLAHOMA

COUNTY OF KAY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 1976, personally appeared W. W. Rodgers, Jr., Joe Berry Cannon, Lawrence Youell, F. Vassar Dyer and Max Fry, to me known to be the identical persons who executed the within and foregoing Trust Indenture as Trustees 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.


Notary Public

(SEAL)

My commission expires August 9, 1976.

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 said City , pursuant to direction of said governing board , this 13 day of July, 1976.

May. E. Rogers
Mayor

ATTEST:

E. C. Cooper
City Clerk

FAGIN, BROWN, BUSH, SELVIDGE & TINNEY

ATTORNEYS & COUNSELORS AT LAW

SUITE 2720 FIRST NATIONAL CENTER

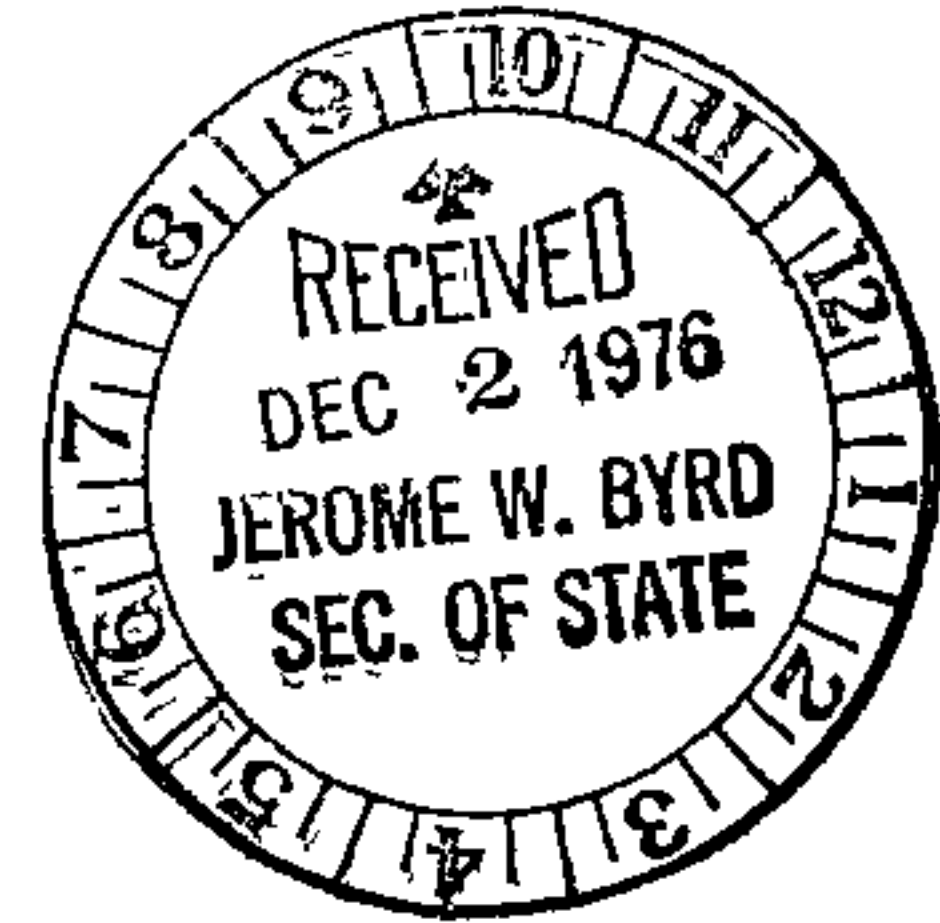
OKLAHOMA CITY, OKLAHOMA 73102

GEORGE J FAGIN
J SCOTT BROWN
GARY M BUSH
MARK F SELVIDGE
MICHAEL D TINNEY

405 235 3413

December 1, 1976

Secretary of State
State of Oklahoma
State Capitol Building
Oklahoma City, Oklahoma 73105



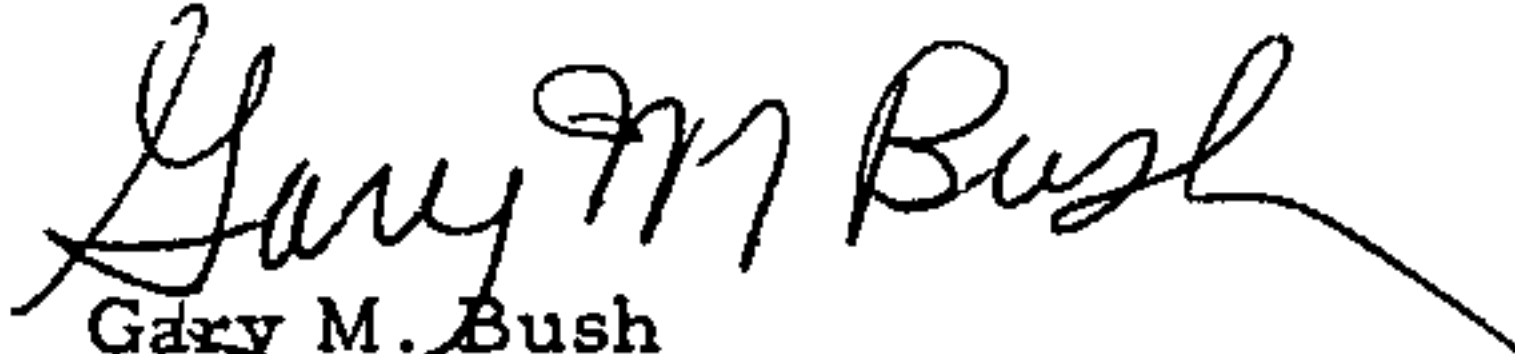
Re: Blackwell Industrial Development Authority

Dear Sir:

Enclosed herewith please find one copy of the Trust Indenture creating the Blackwell Industrial Development Authority.

Please file this of record in accordance with the certificate mailed herewith and execute the certificate and return it to this office. Please bill us for any charges.

Sincerely,


Gary M. Bush

GMB/jlf
Encl.

