

I, the undersigned County Clerk in and for the County of _____ do hereby certify that the above and foregoing is a true, correct and complete copy of _____

Original Instrument
is this day deposited with me and on file in this office. *Book 422, p. 472*

Witness my hand and Official Seal this _____ day of _____ 1966

LEASE

THIS INDENTURE OF LEASE, made and entered into, by and between the TOWN OF MOUNTAIN PARK, Oklahoma, a municipal corporation (hereinafter called the "LESSOR"), and the Trustees of _____ Deputy

THE MOUNTAIN PARK PUBLIC WORKS AUTHORITY, a public trust as hereinafter set forth (hereinafter called the "LESSEE"), witnesseth:

The abovementioned Authority is a public trust, for the use and benefit of the aforesaid municipal corporation, created and existing under and by virtue of a certain Declaration of Trust and an acceptance, by the governing body of said municipality upon behalf of the municipality, and the provisions of Sections 176 to 180, inclusive of Title 60, Oklahoma Statutes 1961, and the Oklahoma Trust Act. As thereby authorized, the property demised and leased hereunder is to be held and administered by the Trustees of said Authority for the performance and furtherance of authorized or proper functions of the beneficiary municipality; and said property also is to be held, and the covenants, agreements, provisions and conditions hereinafter contained to be kept, observed and performed on the part of LESSEE, and the rights and privileges of LESSEE hereunder are to be exercised, by the Trustees of said Authority, as such Trustees, and not otherwise.

ARTICLE I

LEASED PROPERTY

SECTION 1. Pursuant to approval by a majority of the qualified electors of said municipality voting at a special election held therein on the 7th day of June, 1966, and Ordinance No. 51 which was passed and approved by the governing body of the municipality on the 2nd day of May, 1966, and for and in consideration of the covenants, agreements, provisions and conditions hereinafter contained on the part of LESSEE to be kept, observed and performed LESSOR has demised and leased, and hereby does demise and lease, unto LESSEE, the following property:

A. All of the presently-existing proprietary, revenue-producing utility systems and facilities of the Town of Mountain Park, Oklahoma, including:

- (1) All of the water production, storage, transportation and distribution 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 system and facilities or the use thereof, now belonging to said Town or under its custody, management or control; and
- (2) All of the sanitary sewage collection, transportation, processing and disposal 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 system and facilities or the use thereof, now belonging to said or under its custody, management or control; and
- (3) All of the property specifically described in the "Schedule of Specific Property" hereto attached; and

B. Any and all proprietary, revenue-producing utility systems and facilities, and any and all additions and/or improvements to any proprietary, revenue-producing utility systems and facilities (including, but not limited to, each presently-existing system and facilities mentioned in paragraph "A" 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 Town or which shall, hereafter, come under its custody, management or control: It being the intent of this paragraph "B" that any of the foregoing, immediately upon acquisition of ownership, custody, management or control thereof by said Town shall become and be a part of the property demised and leased hereunder.

SECTION 2. Any and all property, systems and facilities purchased and/or constructed and/or installed by LESSEE with the proceeds of indebtedness incurred by LESSEE and secured by its leasehold interest therein or by its leasehold interest in and to any of the property described in Section 1 of this Article, or by the revenues (or any part thereof) from any of the property described in Section 1 of this Article, shall, immediately upon such purchase and/or construction and/or installation by LESSEE, become the property of LESSOR and become and be a part of the property demised and leased hereunder.

ARTICLE II

TERM

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 7th day of June, 1966, and extending to and including the 6th day of June, 2016, 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.

ARTICLE III

CHANGES IN LEASED PROPERTY

SECTION 1. LESSEE shall have the right to change the location of any personal property demised and leased hereunder, or to substitute, for any personal property demised and leased hereunder, other property of similar character of not less than equal value at the time of such substitution. In the event of any such change of location or substitution under authority of this Section, LESSEE shall deliver to LESSOR a written statement describing the property so moved and the location to which the same was moved, or a description of the property for which other property was so substituted, with a description of the substitute property, as the case may be. No substitute property shall be deemed to comply with the requirements of this Section if there shall exist any lien or encumbrance whatsoever upon LESSEE's title thereto. Title to any such substitute property shall vest in LESSOR immediately upon installation and shall become and be a part of the property demised and leased hereunder.

SECTION 2. In the event that any of the property demised and leased hereunder shall become no longer useful or needful for the purpose of this lease, and other property not be substituted therefor, the same shall be redelivered by LESSEE to LESSOR at the then-current location of such property. A written statement describing the property and its location furnished by LESSEE to LESSOR shall constitute redelivery of the property by LESSEE to LESSOR, and, upon such redelivery, the property shall cease to be a part of the property demised and leased hereunder.

SECTION 3. No provision of this Article, and no action pursuant to any provision of this Article, shall operate to change the rental provided in Article IV of this lease.

ARTICLE IV

RENT RESERVED

LESSEE agrees to pay to LESSOR the sum of \$10.00 as stipulated rent for the first annual period commencing with the effective date of this lease; and LESSEE hereby covenants and agrees to pay an equal amount to LESSOR, as stipulated annual rent, on each anniversary of the effective date of this lease, during the remainder of the term of this lease.

ARTICLE V

LEASE PURPOSE

The property described in Article I hereof is demised and leased to LESSEE for the purpose of enabling LESSEE to execute and perform, and to further the execution and performance of, public functions of LESSOR as provided in the Declaration of Trust of the above-mentioned The Mountain Park Public Works Authority and not otherwise.

ARTICLE VI

COVENANTS

LESSEE hereby covenants and agrees:

- (a) That it will operate and maintain, at its own cost and

expense, all of the property demised and leased hereunder, in a good and efficient manner, and will protect and hold harmless the LESSOR from any loss, cost, expenses, or damage directly or indirectly connected with, or arising out of, the maintenance or operation of said property.

(b) That it will comply with all valid acts, rules, and regulations, orders and directions of any legislative, executive or administrative body or officer having jurisdiction applicable to said property and any part thereof, or its operation or maintenance.

(c) That it will do and perform all things necessary and practical to accomplish the purposes of

THE MOUNTAIN PARK PUBLIC WORKS AUTHORITY

in respect of Article V of this lease, within the scope of the powers and duties set forth in the Declaration of Trust of said Authority, and within the scope of any contract securing any funded indebtedness executed by the Trustees of said Authority pursuant to said Declaration of Trust.

(d) That it will not encumber or permit to be encumbered the title of the LESSOR to any part of the leased property described in Article I of this lease, or any substitutions therefor, or in any manner permit any such title to said property to be charged with the payment of any obligation for the payment of any sum of money: PROVIDED, that the foregoing shall not prevent the encumbrance of the leasehold interest of the LESSEE to all or any specific portion of the leased property in connection with the incurring of indebtedness authorized by the Declaration of Trust of the aforesaid Authority or by law.

ARTICLE VII

PROHIBITION OF LIENS

The LESSEE shall have no right or authority whatsoever to allow the title of the LESSOR to the leased property or any part thereof to be subjected to any mechanic's or materialmen's lien or other lien. All persons dealing with the LESSEE shall take notice of the foregoing and shall look solely to the LESSEE for the payment of any indebtedness.

ARTICLE VIII

ASSIGNMENT

The LESSEE shall have no right to assign this Lease; PROVIDED that, an assignment thereof involved in, or made as an incident to, encumbrance of the leasehold as permitted by the Declaration of Trust of the aforesaid Authority, or the subleasing of the leased property or any portion thereof for or as a part of the operation thereof, shall not be construed as being prohibited hereby.

ARTICLE IX

TERMINATION

SECTION 1. This lease, automatically, shall terminate:

- (a) At the end of the term as set forth in Article II and Article XII hereof; or
- (b) In the event that there shall be a default in the payment of the rent herein provided and such default shall continue for a period of ninety (90) days after notice in writing given by LESSOR to LESSEE and, if there then be any funded debt of the LESSEE, also to the trustee or trustees for such funded debt; or
- (c) In the event that there shall be a failure of any additional consideration on the part of the LESSEE or a breach of any covenant or condition herein required to be performed by LESSEE and such failure or breach shall continue for a period of ninety (90) days after demand in writing for the performance thereof or compliance therewith given by LESSOR to LESSEE and, if there then be any funded debt of the LESSEE, also to the trustee or trustees for such funded debt; or
- (d) In the event that all funded indebtedness incurred by the LESSEE during the term of this lease as set forth in Article II and Article XII hereof and secured by the leasehold and/or the revenues from the leased property, or by any part of either or both, shall have been fully paid and extinguished (other than by refunding), unless the Lessor shall,

prior to such time, in writing notify LESSEE that the LESSOR elects that the provisions of this paragraph (d) shall not apply thereto.

SECTION 2. No waiver by LESSOR for any failure or breach as aforesaid shall operate as a waiver of any subsequent failure or breach of or by the LESSEE whatsoever.

SECTION 3. At the termination of this lease as aforesaid, LESSEE shall deliver to LESSOR the leased property and all substitutions therefor in good and serviceable condition, ordinary wear and natural deterioration excepted, and LESSOR shall have the right to repossess the same; whereupon, all interest of LESSEE in and to the leased property under this lease shall, ipso facto, terminate.

SECTION 4. If the provisions of the Declaration of Trust of the aforesaid Authority shall be or become inoperative, for any reason prior to termination of said trust in accordance with the terms of said Declaration of Trust, this lease shall, at the same time, be and become null and void. This provision shall be a condition subsequent only.

ARTICLE X

CONTINUING COVENANT

It is covenanted and agreed that all of the terms, stipulations, conditions, covenants, provisions and agreements herein set forth shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every of the heirs, executors, administrators, successors and assigns of the parties hereto and each and every of the heirs, executors, administrators, successors and assigns thereof; and all terms, stipulations, conditions, covenants, provisions and agreements hereof shall be, and hereby are made, covenants running with the land, with respect to any and all real estate included in the leased property.

ARTICLE XI

MISCELLANEOUS

SECTION 1. Each and every consideration, term, stipulation, condition, covenant, provision and agreement of this lease is

an independent agreement between the parties; and the ineffectiveness, for any cause or reason whatsoever, of any part or parts of this lease shall not render ineffective any of the remainder so long as there shall be a right in the LESSEE to use the leased property or any part thereof.

SECTION 2.

- (a) Any notice and/or demand provided for under the terms of this lease may be given by mailing the same by registered or certified United States Mail, postage prepaid, and such notice and/or demand shall be deemed given or made when so deposited in the mail.
- (b) Any such notice and/or demand to LESSOR shall be addressed to the LESSOR at the place where the principal office of the LESSOR than shall be located.
- (c) Any such notice and/or demand to LESSEE may be addressed to any Trustee of the aforesaid Authority as shown by the last certificate concerning the personnel of the Trustees of said Authority filed in the office of the County Clerk of Kiowa County, Oklahoma, pursuant to the Declaration of Trust of the Authority; and the giver of such notice and/or demand shall not be required to ascertain whether or not such person theretofore had been succeeded, displaced or removed as a Trustee of the Authority, in order for such notice and/or demand to be effective hereunder.
- (d) Any such notice and/or demand to a Trustee for the owners of any funded debt of the LESSEE shall be addressed to the last such Trustee as shall appear of record in the office of the County Clerk of Kiowa County, Oklahoma; and the giver of such notice and/or demand shall not be required to ascertain whether or not such trustee theretofore had been succeeded, displaced or removed, or whether or not there shall be another trustee for such funded debt, in order for such notice and/or demand to be effective hereunder.

ARTICLE XII.

RENEWAL

At the expiration of the term of this lease, the LESSEE shall have the option to renew this lease for the same number of years expressed in Article II hereof, with such renewed lease to be on the same terms, conditions, covenants and provisions as herein contained, including this provision for renewal, by giving notice in writing to LESSOR of the exercise of such option and filing a copy of said notice in the office of the County Clerk of Kiowa County, Oklahoma, not more than six months prior to the expiration of the term hereof. In the event of the exercise of such option as aforesaid, no new writing shall be required to effect such renewal in accordance with the terms of this lease and said notice.

IN WITNESS WHEREOF, the Town of Mountain Park, Oklahoma, a municipal corporation, as LESSOR, and the Trustees of The Mountain Park Public Works Authority, a public trust as LESSEE, have hereunto set their hands, executing this lease in several multiple originals all of which constitute one and the same instrument, on this 1st day of August, 1966, to be effective as of the 7th day of June, 1966.

THE TOWN OF MOUNTAIN PARK, OKLAHOMA

By Dates R...

ATTEST: (Seal)

Silby Henson
Clerk

THE MOUNTAIN PARK PUBLIC WORKS
AUTHORITY

By Dates R...
Chairman of Trustees

ATTEST: (Seal)

Silby Henson
Secretary of Trustees

SCHEDULE OF SPECIFIC PROPERTY

The specifically-described property mentioned in paragraph A of Section 1 of Article I of the Lease to which this Schedule is attached as a part thereof is described as follows:

The following described real property and estate situate in Kiowa County, State of Oklahoma, to wit:

Lot eighteen (18) of Block forty-four (44) and Lots C and D of the Jones Sub-division of Block forty-four (44) of the original Town of Mountain Park, Oklahoma.

LAW OFFICE
PAUL JOHANNING
OKLAHOMA CITY

AMENDMENT TO LEASE

THIS INDENTURE dated this 16 day of JULY, 1985, by and between the Town of Mountain Park, State of Oklahoma, a municipal corporation (herein after called "Lessor") and the Trustees of The Mountain Park Public Works Authority, a public trust (hereinafter collectively called "Lessee"),

WITNESSETH:

WHEREAS, on June 7, 1966, Lessor and Lessee entered into a certain instrument denominated "Lease" which said Lease demised certain utility properties to Lessee and described certain real property; and

WHEREAS, Lessee has applied for a loan from the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture and as a condition to the obtaining of said loan it is required that said Lease be amended by extending the term of said Lease and by adding certain real property thereto; and

WHEREAS, it is to the mutual advantage of Lessor and Lessee that said loan be obtained and to that end that the said Lease be amended as is provided by this instrument;

IT IS AGREED:

Paul Johanning
Attorney at Law
3134 N.W. 23rd Street
Oklahoma City, Oklahoma 7310

RETURN TO:
Perry, Gentry, Perry & Marsh
Attorneys at Law
Hobart, Oklahoma

SECTION 1. Article II, Section 1, entitled "TERM" at the middle of page three (3) of said Lease hereby is amended to read as follows:

"ARTICLE II

TERM

"To have and to hold the abovedescribed leased property unto LESSEE for and during the term of Seventy-five (75) years, commencing at 12:01 o'clock A. M., on the 7th Day of June, 1966, and extending to and including the 6th day of June, 2041, 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 said Lease is hereby amended by adding to the schedule of specific property appended thereto the real property described in Exhibit A attached to this Amendment to Lease as a part hereof.

SECTION 3. The invalidity or ineffectiveness of any portion of this instrument shall not affect the remaining portions hereof or any portion of the Lease amended hereby nor shall the invalidity or ineffectiveness of this entire instrument affect the said Lease or any portion thereof. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effect only and this instrument shall be construed as though any such invalid or ineffective portion had not been inserted herein.

LAW OFFICE
PAUL JOHANNING
OKLAHOMA CITY

In witness whereof the Lessor and Lessee have hereunto set their hands executing this instrument and several multiple originals all which constitute one and the same instrument on the day and year first above set forth.

THE TOWN OF MOUNTAIN
PARK, OKLAHOMA

By Eddie W. Hankins
Mayor

ATTEST: (Seal)

Edna Hankins
Clerk

THE MOUNTAIN PARK PUBLIC WORKS
AUTHORITY

By Eddie W. Hankins
Chairman of Trustees

ATTEST: (Seal)

Edna Hankins
Secretary of Trustees

LAW OFFICE
PAUL JOHANNING
OKLAHOMA CITY

TRACT ONE:

A portion of Section 26, Township 3 North, Range 17 WIM, Beginning at a point on the South Line of the NE/4 of said Section 26, said point being 513.9 feet Westerly from Southeast corner of Northeast Quarter of said Section 26;
THENCE Northerly and parallel to the West right-of-way line of U. S. Highway 183 a distance of 218.9 feet;
THENCE Westerly and parallel to the South line of said NE/4 a distance of 80.1 feet;
THENCE Southerly and parallel to the West right-of-way line of U. S. Highway 183 a distance of 69.72 feet;
THENCE Easterly and parallel to the South line of said NE/4 a distance of 50 feet;
THENCE Southerly and parallel to the West right-of-way line of U. S. Highway 183 a distance of 149.18 feet to the South line of NE/4 of said Section 26;
THENCE Easterly along South line of NE/4 of said Section 26 a distance of 30.1 feet to the POINT OF BEGINNING, containing 0.23 acres, more or less;

TRACT TWO:

Lot 18 in Block 44 and Lots 1 and 2 in Watson's Subdivision of Block 44 of the Original Town of Mountain Park, Oklahoma.

TRACT THREE:

Lots 1 through 22 in Block 88 and all of Lots 1 through 23 in Block 89, all in the original Town of Mountain Park, Oklahoma.

TRACT FOUR:

All of Block 71 of the Original Town of Mountain Park, Oklahoma.

WATER LEASE:

A certain Water Lease Agreement dated July 1, 1969, and filed of record July 1, 1970, and recorded in Book 441 at Page 247, of the records of the County Clerk of Kiowa County, Oklahoma, conveying all rights and interest in and to water in, upon or flowing in or upon the said South Half (S/2) of the Southeast Quarter (SE/4) of Section 27, Township 3 North, Range 17 WIM, Kiowa County, Oklahoma.

AMENDMENT:

Amendment to the Water Rights Agreement between the property owners and the borrower, is being circulated for signatures. The Amendment to the Water Rights Agreement extends and grants an easement over, in and to a portion of the Southwest Quarter of Section 27, Township 3 North, Range 17, W.I.M., and the present record owners have full water rights to convey the same to the borrowers.

LAW OFFICE
PAUL JOHANNING
OKLAHOMA CITY

Water Rights Agreement covering the following tracts of land situate in Kiowa County, Oklahoma, to wit:

The South Half (S/2) of the Southeast Quarter (SE/4) of Section 27, Township 3 North, Range 17, WIM, Kiowa County, Oklahoma;

and

A tract of land in the South Half (S/2) of Section 27, Township 3 North, Range 17, WIM, being described by metes and bounds as follows:

Beginning at a point 1819.0 feet west and 33 feet North of the Southeast corner of Section 27, thence Westerly and parallel to the South line of said Section 27 a distance of 1089 feet; thence South a distance of 40 feet; thence West a distance of 100 feet; thence North a distance of 100 feet; thence East a distance of 100 feet; thence South a distance of 40 feet; thence East a distance of 1089 feet; thence South a distance of 20 feet, to the point of beginning, containing .073 acres, more or less.

LAW OFFICE
PAUL JOHANNING
OKLAHOMA CITY

STATE OF OKLAHOMA)
) SS:
KIOWA COUNTY)

The foregoing instrument was acknowledged before me this 16th day of July, 1985, by Eddie W. Hankins, Chairman of Trustees of The Mountain Park Public Works Authority, a public trust, on behalf of the trust.

Holly A. DeWine
Notary Public

(Seal)

My Commission Expires:

8-25-87

AMENDED DECLARATION OF TRUST

OF

THE MOUNTAIN PARK PUBLIC WORKS AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED DECLARATION OF TRUST for purposes of convenience of reference dated as of the 10th day of March, 1999, is entered into on the date hereinafter set out by and among Jerry A. Moore, Herman Edgar and Darlene Schmidt, who, with their respective successors in office, shall be and are hereinafter referred to as the "Trustees" of THE MOUNTAIN PARK PUBLIC WORKS AUTHORITY (hereinafter referred to as the "Trust"), is entered into as an Amendment to that certain Declaration of Trust dated March 7, 1966, recorded in Book 422, Page 453 of the records of Kiowa County, Oklahoma.

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 the Trustor, the Beneficiary hereinafter mentioned and others may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or to the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, benefits and increases thereof unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust for the use and benefit of the Town of Mountain Park, Oklahoma (hereinafter referred to as the "Beneficiary" or the "Beneficiary Municipality"), and upon the following terms and conditions.

ARTICLE I

DECLARATION AND COVENANT

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 et seq. of Title 60, Oklahoma Statutes 1991, 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 initial 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.

ARTICLE II

NAME

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

“THE MOUNTAIN PARK 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.

ARTICLE 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 physical facilities (including, but not restricted to water, sanitary sewer, gas, solid waste disposal, garbage and trash collection, electrical, fiber optics/telecommunications and television cable 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 commerce, and to further manufacturing, cultural, medical and educational activities within and without the territorial limits of the Beneficiary Municipality and to thereby provide, secure or develop industry, to provide hospital, extended care, clinical, community health, psychiatric, geriatric and other medical care facilities and services, and to provide for the development of cultural, educational and recreational 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 or 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;

(e) For the furtherance of the greater convenience and welfare of the Beneficiary Municipality and the citizens thereof, to provide and/or to aid in the providing and/or to participate in the providing to the Federal Government, the State of Oklahoma, Kiowa County, the Beneficiary Municipality, the School District in which the latter is located and/or to any agency or instrumentality of either or any of them, or to any one or more of them, facilities and services of any and all kinds convenient or necessary to the functioning thereof; and in implementation or furtherance of the foregoing to enter into any contractual arrangements in relation thereto, including (but not restricted to) purchase contracts, sale contracts, construction contracts, maintenance contracts, operation contracts, service contracts, leases, lease-purchase agreements, options, conveyances and agreements to enter into or make any or either of them; and in additional implementation or furtherance of the foregoing to make a gift or gifts of said facilities and/or services to any one or more of the governmental entities aforesaid or to contract so to do;

(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 health care, 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, and 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;

(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 property 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), (d) and (e) of this Section shall be the primary objectives of this Trust and the provisions of

paragraphs (f) 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.

ARTICLE 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.

ARTICLE V

TRUST ESTATE

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.

ARTICLE VI

THE TRUSTEES

(a) The undersigned Trustees hereby do contract, agree and covenant between themselves, with and to the State of Oklahoma, and with and to the Beneficiary hereunder, as by law now in force and effect, that they will execute the Trust herein declared, created and constituted, as Trustees for the Beneficiary as hereinafter specified and that they do and will receive, hold and administer the Trust Estate hereinabove described in trust solely for the use and benefit of the said Beneficiary in the manner provided in this instrument, or in the absence of applicable provisions herein, then in the manner now provided by existing law.

(b) The Trustees of this Trust, except as hereinafter provided, shall be ex officio the same persons that currently are the acting members of the legally constituted governing body of the Beneficiary Municipality, without distinction as to the office held: Provided, that in the event of any vacancy or vacancies, the same shall be filled by appointment of the remaining Trustees or Trustee.

(1) The person who shall be the Mayor of the Beneficiary shall act as Chairman of the Trustees, and shall preside at all meetings and perform other duties designated by the Trustees. All actions by the Trustees pursuant to the provisions of this Trust 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. The Trustees shall select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(2) The Trustees shall appoint a person to act as Secretary of the Trustees. 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 public records and available for inspection at all times by any interested party. The Trustees may from time to time select a person to be Assistant Secretary to act in the absence or incapacity of the Secretary.

(3) The person who shall be the Treasurer of the Beneficiary shall act as Treasurer of the Trustees.

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

(5) Each person who shall become such an above designated officer of the Beneficiary shall be entitled to qualify as, and to become a Trustee hereunder, and to continue as such until succeeded and replaced by some other person as aforesaid and such latter person shall have qualified as a Trustee hereunder as provided in (f) of this Section: Provided, that the foregoing shall not prevent the temporary replacement of any such Trustee pursuant to (e) of this Section; and

Provided, further that in the event the number of persons constituting the governing body of the Beneficiary shall be reduced by law, any person who shall cease to be an officer such as is above designated as an ex officio Trustee shall cease to be a Trustee of this Trust forthwith.

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

(d) The determination of the fact of a vacancy or of the fact of expiration of a term appointment shall be vested exclusively in the remaining Trustees and their determination of such fact shall be conclusive.

(e) The Trustees may contract, in connection with the incurring of any funded debt secured by the Trust estate and/or its revenues, or any part of either or both, that Temporary Trustees may be appointed to act in place and instead of permanent Trustees in relation to the security for said funded debt, in such number that such Temporary Trustees may constitute a majority of the Board of Trustees, in the event of a default in the payment of principal or interest of such debt, or any default under any instrument securing or pursuant to which such debt be incurred. Any such contract, if made, shall provide for the method of appointment of each such Temporary Trustee and shall designate the permanent Trustee to be so Temporarily supplanted. Each such Temporary Trustee who shall be appointed under the authority herein granted shall supplant in all respects, the permanent Trustee so designated in relation to said security for said funded debt; and during the term of such Temporary Trustee the permanent Trustee so supplanted shall be wholly without authority, duty or liability of any kind, in relation to said security for said 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 appointment would have been authorized, and the permanent Trustees temporarily supplanted shall be automatically reinstated.

(f) All Trustees, and all Temporary Trustees appointed hereunder shall qualify by written acceptance of all of the terms of this instrument, duly acknowledged and filed in the same manner as this instrument is acknowledged and filed. All Trustees hereunder, permanent and Temporary, before assuming the duties and powers of their offices, also shall subscribe and file such oaths as shall be required by law of public officers of the State of Oklahoma.

(g) Upon each change of personnel of the Trustee hereunder, the Trustees shall cause to be filed in the office of the County Clerk of Kiowa County, Oklahoma, a certificate of the entire personnel of the Board of Trustees of the Trust.

(h) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder, Temporary or permanent or both, to be in partnership or association. Each shall be an individual and wholly independent Trustee only.

(i) Notwithstanding any other 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, in his or its individual capacity.

All persons, firms, associations, trusteeships, corporations, municipalities, governments and sovereignties contracting with any Trustee or Trustees, Temporary or permanent or both, shall take notice that all expenses and obligations, and all debts, damage, judgments, decrees or liabilities incurred by any Trustee or Trustees, Temporary or permanent or both, and any of the foregoing incurred by any agent, servant or employee of the aforesaid Trustees, in the execution of the purpose 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, Temporary or permanent, or the beneficiary of this Trust, be in any manner individually liable for any damage or injury 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 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 wilful or grossly negligent breach of trust of any said Trustee.

ARTICLE 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, in lawful manner, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this instrument, 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 thereby, 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 evidences of indebtedness, or otherwise;
- (a-2) To acquire, own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise, or realize upon any contract, 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, assign, 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, to enter into 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 of 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) 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.

(c) 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.

(d) The Trustees shall 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.

(e) The Trustees shall 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.

(f) 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.

(g) 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 property 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.

(h) 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.

(i) 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.

(j) 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. Other than required by the Oklahoma Open Meeting Act, no notice shall be required for the holding of regular meetings of the Trustees. Special meetings may be held in accordance with the terms and provisions of the Oklahoma Open Meeting Act. 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.

ARTICLE VII

BENEFICIARY

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

TOWN OF MOUNTAIN PARK

State of Oklahoma, and likewise shall denote any municipal entity which hereafter may succeed said Town as the governing authority of the territory lying within the municipal boundaries of said Town 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 by 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 Amended 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.

ARTICLE 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
- (3) In the manner provided by Title 60, Section 180, Oklahoma Statutes 1991: 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 Article III (i) of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE 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.

ARTICLE XI

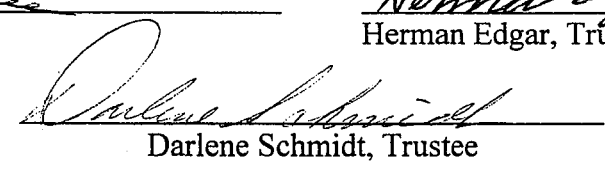
COVENANT

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

IN WITNESS WHEREOF, the Trustees have hereunto set their hands, executing this Amended Declaration of Trust in several multiple originals all of which constitute one and the same instrument, on the day and year indicated.


Jerry A. Moore, Trustee


Herman Edgar, Trustee

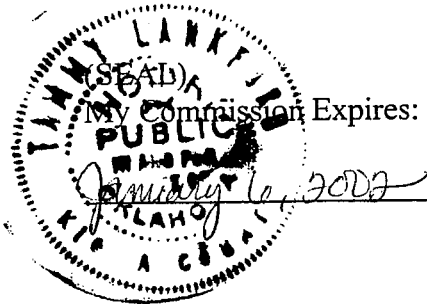

Darlene Schmidt, Trustee

STATE OF OKLAHOMA)
)SS.
COUNTY OF KIOWA)

10th BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the day of March, 1999, personally appeared Jerry A. Moore, Herman Edgar and Darlene Schmidt, to me known to be the persons who executed the within and foregoing Amended Declaration of Trust as Trustees and acknowledged to me that 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 first above written.

Tammy Louford
Notary Public



ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the governing body of the Town of Mountain Park, Kiowa County, Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Amended Declaration of Trust, for and on behalf of said Beneficiary in all respects in accordance with the terms and said Amended Declaration of Trust.

WITNESS my hand as Mayor of the Town of Mountain Park, Oklahoma, pursuant to direction of the said Board of Trustees this 10th day of March, 1999.



Jerry A. Moore
Jerry A. Moore, Mayor, Town of Mountain Park

Bobbie J. Mullins
Bobbie Mullins, Town Clerk

**TRUST INDENTURE CREATING THE
MOUNTAIN PARK ECONOMIC DEVELOPMENT AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture is dated as of the 9th day of April, 2012, by K. Daryl Perry, referred to as the Trustor, and Ronald Dempsey, David Grantham, and Tommy Cryer, and their respective successors as provided herein, to be known as the Mountain Park Economic Development Authority (MPEDA), who shall be, and are hereinafter referred to as, the Trustees of said Authority, hereinafter referred to as the "Authority" or the "Trust".

WITNESSETH:

WHEREAS, the Legislature of the State of Oklahoma has heretofore adopted certain legislation specifically to promote, stimulate and develop the general and economic welfare of Oklahoma and its communities, and to assist in the development and redevelopment of said communities, thus promoting the general welfare of the citizens of the State; and

WHEREAS, in order to help bring to fruition the general economic development of the Beneficiary Town (hereinafter defined) in conformity with the afore-recited, legislatively-enunciated, general, public purposes and goals, the parties hereto do by these present establish this Economic Development Authority for the sole benefit of the Beneficiary Town, according to the terms and conditions and for the specific purposes herein set forth.

NOW, THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable consideration, 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 thereon unto said Trustees and said Trustees successors and assigns, but nevertheless in trust, for the use and benefit of the Town of Mountain Park, State of Oklahoma, such Town being hereby designated and hereinafter referred to as the "Beneficiary" or the "Beneficiary Town", and upon the following trust, terms and conditions herein stated.

RECEIVED



SOS

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19386050002

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act, and other applicable Statutes and Laws of the State of Oklahoma.

ARTICLE II

NAME AND EFFECTIVE DATE OF TRUST

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be known as the Mountain Park Economic Development Authority, and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman, Vice Chairman or Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted Resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of acceptance of beneficial interest herein by the Beneficiary.

ARTICLE III

DEFINITIONS

1. "Act" shall mean the Oklahoma Public Trust Act, being Title 60, Oklahoma Statutes, 2011, Sections 176 to 180.3, as amended and supplemented.
2. "Authority" shall mean the Mountain Park Economic Development Authority created pursuant to this Indenture, and the Trustees thereof, acting on behalf of, and in the name of, said Authority, the same being alternatively referred to as the "Trust".
3. "Beneficiary" or "Beneficiary Town" shall mean the Town of Mountain Park, State of Oklahoma, acting by and through its Mayor and Town Board of Trustees.
4. "Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority authorized to be issued under this Indenture.

5. "By-laws" shall mean such By-laws as may be adopted by the Authority, as the same may be amended from time to time.

6. "Governmental Agency" shall mean the United States of America and the State of Oklahoma, or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

7. "Indenture" shall mean this Trust Indenture, establishing this Authority, as amended and supplemented from time to time.

8. "Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

9. "Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property located within the Beneficiary or a leasehold on such fee interest.

10. "Mortgage Loan" means an interest bearing obligation, secured by a mortgage.

11. "State" shall mean the State of Oklahoma.

12. "Trust" shall mean the Mountain Park Economic Development Authority created pursuant to this Indenture, and the Trustees thereof, acting on behalf of, and in the name of, said Trust, the same being alternatively referred to as "Authority".

13. "Trustees" shall mean the Trustees of the Authority.

ARTICLE IV

PURPOSES OF THE TRUST

The purposes of the Mountain Park Economic Development Authority are:

1. To assist the Beneficiary Town, the State of Oklahoma, and the United States Governments, governmental agencies, other municipalities and private entities, agencies and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma, the Beneficiary and the United States Government, in order to lessen the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to further economic growth within the Beneficiary Town; to inventory the services, facilities and resources of the entire Beneficiary Town; to promote, stimulate, encourage and finance

the growth, development and redevelopment of industrial, commercial, retail, residential and public structures and spaces as may be appropriate within the Beneficiary Town as a whole, all in order to achieve maximum utilization of the Beneficiary Town's human, economic and natural resources and tourist attractions; to foster and promote the industrial climate within the Beneficiary Town, and to otherwise promote its general economic welfare and prosperity, and to finance any and all programs, facilities or resources promoting or intending to promote any of the foregoing, and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

a. To receive funds for, and participate in, any and all Federal programs and to cooperate with the United States Government and any agency or instrumentality thereof, in any manner authorized and provided by Federal Law and regulation. In doing so, the Trust may perform all necessary functions and take all necessary actions for accomplishing such Federal purposes and programs, as agent of the Federal Government, all in keeping with the best interests of the citizens of the Beneficiary Town; and

b. To promote and develop any and all public works projects or facilities of any type or description, including but not limited to, those for water, sewer, solid waste, drainage, natural gas or other public utilities of any type or description; and

c. To promote, finance and develop commercial, retail and industrial projects or facilities, and to exercise all of the powers, privileges and prerogatives of Public Trusts within this State; and

d. To promote, finance and develop hospitals and other health care facilities and any other medically related facilities, including, but not limited to, medical and/or dental, optometry or osteopathic clinics, offices, laboratories, nursing homes, research facilities, geriatric facilities, retirement facilities, central service facilities and training facilities, extended care facilities, facilities for aged and/or disabled persons, day care facilities and all other types of facilities for serving the medical and physical needs of people; and

e. To promote, finance and develop projects or facilities relating to the development of energy of any sort or description, including, but not limited to, those relating to the development of oil, gas, coal, gravel, lead, zinc or other minerals or hydrocarbons, the financing of oil and gas equipment, refineries, and equipment, or other energy development of any sort of description, including synthetic fuel facilities; and

f. To promote, finance and develop projects, facilities, services and industries pertaining to the development or improvement of individual commuting and mass transportation, transportation generally, trucking, handling and shipping of goods, railroads, railroad rights-of-way, railroad equipment or rolling stock construction, repair or maintenance facilities, air transportation, public or mass transportation systems, facilities and equipment, and the financing of automobiles, trucks and vehicles of every

sort and description; and other methods and modes of transporting people, goods and equipment of whatsoever kind or character, within the boundaries of the Beneficiary Town; and to provide additional employment or increase transportation efficiency which will benefit and strengthen the economy of the Beneficiary Town; and

g. To promote, finance and develop recreational, cultural, tourism, entertainment and communication media projects or facilities, including but not limited to, mass media broadcasting facilities such as radio, television, cable television, all related equipment and facilities, internet access and wireless internet access, telemetering and telecommunications of all existing and future media and method, either within or without the Town of Mountain Park, Oklahoma; and

h. To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, make alterations to, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing, and, if desired, to lease such facilities and to operate the same in connection therewith, and to do, perform, own, acquire, construct or engage in, or finance, any other enterprise or activity, project or facility to such extent and in such manner as now is, or may be considered to be, a proper and lawful function of Public Trust entities within the State of Oklahoma.

2. To promote the development of adequate housing within the Beneficiary Town, whether owner-occupied dwellings or residential rental housing in any one or more of the following ways, to wit:

a. By making or committing to make, or participating in the making of loans to sponsors of such housing, including but not limited to, banks, savings and loan associations, mortgage lenders and other financial institutions, by participating in loan-t-lenders housing finance programs and/or by participating in other housing finance programs; and

b. By making or committing to make, or participating in the making of, loans to persons, partnerships, corporations or other legal entities, upon terms and conditions requiring such owners to use the proceeds of such loans to construct, acquire, rehabilitate or improve housing, and such additional terms and conditions as may be set by the Authority; and

c. By participating in any or all government agency programs relating to housing and housing projects; and

d. By participating in any other type of legally-permitted housing finance program of any sort or description.

3. To provide funds and assistance for the purposes set out in this Indenture, which include, among others:

a. The expansion of the supply of funds in the Beneficiary Town available for new mortgage loans on housing; and

b. The provision of the additional housing needed to remedy the shortage of such housing within the boundaries of the Beneficiary Town, and to upgrade substandard housing within the boundaries of the Beneficiary Town, so as to eliminate the existence of sub-standard dwellings.

4. To hold, maintain and administer any leasehold rights in and to physical properties demised to the Beneficiary Town, and to comply with the terms and conditions of any such lease.

5. To acquire by grant, lease, easement, 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 re-finance and to enter into contracts of purchase, lease-purchase or other interest in, or operation and maintenance of, said properties, and revenues 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 needed for Trust purpose

6. 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 State of Oklahoma, the United States of America, County Government, or the Beneficiary Town, or for use by Municipal or other public purpose subdivisions of the Beneficiary, or for the use of the corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop, construct and enlarge, railroad and railway facilities, trucking, air transportation, public or mass transportation, and all phases of transportation relating to Commerce; improve, extend, replace, reconstruct, repair, replace, operate and maintain railroad rights-of-way, truckage, air transportation, public or mass transportation projects, and related facilities, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within and without the territorial boundaries of the Beneficiary Town, when necessary or useful in securing, developing and maintaining facilities, railroad rights-of-way and rail expansion, and the general transporting of goods or people in commerce generally.

7. To perform, on behalf of the Beneficiary Town, all or any functions and powers as authorized by Public Trust, industrial and economic development Statutes.

8. To provide funds for the costs of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, re-modeling, 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.

9. 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 the purposes specified herein, and in payment of the aforesaid costs and expenses, and in the 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 V

DURATION OF TRUST

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

ARTICLE VI

THE TRUST ESTATE

The instruments executed for each project, and each issuance of Bonds and other evidences of indebtedness, shall set out the specific property of the Trust Estate pledged and mortgaged for payment of such indebtedness. 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, the Beneficiary and others to be used for Trust purposes;
2. Any and all leasehold rights given to the Trustees by the Beneficiary, and others as authorized and empowered by Law;
3. Any and all money, property (real, personal or mixed), rights, chooses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, Mortgages,

4. Mortgage Loans, collateral and all other things of value coming into the hands of the Trustees under the Trust Indenture; and

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

ARTICLE VII

THE TRUSTEES

1. The Trustees of this Trust shall be three (3), all of whom shall be the members of the Town Board of Trustees. Each Trustee and officer of this Trust shall serve until a successor is approved and qualified. All Trust Board members shall serve four (4) year terms, to coincide with their terms on the Town Board of Trustees. Upon expiration of any member of the Town Board of Trustees term of office, a successor Trustee shall automatically assume the vacant position on the Trust by virtue of serving on the Town Board of Trustees, and serve in such position for the remainder of the unexpired term of office on the Town Board of Trustees. Notwithstanding any of the above, the Town Board of Trustees may remove any Trustee from the Trust, by majority vote, for proven cause, and appoint a replacement Trust member from outside of the members of the Town Board of Trustees if the circumstances warrant. Each successor serving as a member of the Town Board of Trustees shall automatically become a 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 annually elect a Chairman from among their members. The Chairman of the Trustees 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, and present and voting at any legal meeting; two (2) Trustees shall constitute a quorum for the conduct of business. The Trustees shall select one of their members to be Vice-Chairman, who shall act in the place of the Chairman during the latter's absence or incapacity to act.

3. The person who is Town Clerk-Treasurer of the Beneficiary Town shall be Secretary-Treasurer of the Trustees (unless the Mayor designates another person to act in that capacity), shall keep minutes of all meetings of the Trustees, shall maintain complete and accurate records of all such events, and shall maintain complete and accurate records of all their financial transactions. All such minutes, books and records shall be on file in the Office of the Trust. All meetings of the Trustees shall be open to the public, and

conducted in conformity with the provisions of Oklahoma Law relating to Open Meetings; the books, records and minutes of the Trustees shall be considered as public records, in conformity with Oklahoma Law, and shall be available at all times for inspection by any interested party.

4. The Chairman of the Trust shall act as General Manager of the Trust, unless the Trustees vote to select another Trustee as General Manager, or employ a salaried, non-Trustee as General Manager; and the Trustees may also 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, within the financial limits of their annual appropriation, and may fix duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but may be reimbursed for actual expenses incurred in the performance of their duties hereunder, if funds are available. The General Manager shall administer the business of the Trust Estate as directed by the Trustees.

5. 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 re-instated upon termination of all defaults by which their appointment was authorized.

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

7. The Trustees, the State 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; 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.

8. 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.

9. The Trust and the Beneficiary Town shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including, but not limited to, all fees, salaries and expenditures in exact amounts and listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with, the provisions of Oklahoma Law related thereto. Unless hereafter changed by Resolution of the Trustees, the fiscal year of the Trust shall be identical with that of the Beneficiary Town. The cost of the foregoing audits may be paid from the Trust Estate.

10. Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Town Clerk-Treasurer of the Beneficiary. The Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma, and the cost thereof shall be paid from funds of the Trust.

ARTICLE VIII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by Law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of, and in the name of, the Authority:

1. To sue and to be sued;
2. To have a seal and alter the same at pleasure;
3. To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder;
4. To make and alter by-laws for its organization and internal management, as provided herein;
5. To make and alter rules and regulations pertaining to any loan or other program developed by the Authority;

6. To acquire, lease, convey or otherwise hold and dispose of, real and personal property for its Trust purposes; provided that, 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 be liable for the application of the purpose of rental monies arising therefrom;

7. To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust, and to issue the same for any of the purposes of the Trust authorized hereby, including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing of facilities discussed in Article IV hereof, or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation, or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; re-funding or advance re-funding of any outstanding indebtedness of the Trust; creating any reserve or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or the administration of Trust programs; and for any other purpose authorized by Law and/or by Article IV hereof; and for those purposes, the Trust may:

a. Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale, in whole or in installments or series, and on such terms and conditions, and in such manner as is prescribed by Law, and as the Trustees shall deem to be in the best interest of the Trust Estate; and

b. 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; and

c. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds or Notes, including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses and reproduction expenses; and

d. Create any reserve funds and other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or the incurrence of any such indebtedness.

8. Subject to the provisions of Sections 7 and 8 of Article VII hereof, any such indebtedness, Bonds or Notes shall be deemed to be incurred or issued on behalf of the Beneficiary, and may be General or Special Obligations of the Trust, as the Trustees may from time to time determine.

9. To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part, prior to the stated maturity thereof, as may be stated in any instrument authorizing the issuance or security of the payment of such indebtedness.

10. To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

11. To enter into any agreement with, or participate in any programs of, the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, or the United States Government, or any agency or instrumentality thereof;

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

13. To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust, and to discontinue furnishing of services and facilities to, and foreclose on any collateral of, 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;

14. To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity, and without limitation 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, collateral, 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.

15. To exercise or to request of, arrange or contract with, the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of Eminent Domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

16. To expend all funds coming into the hands of the Trustees as revenues 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, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may

determine, and upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

17. To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the United States Government, or any agency or department thereof, or from any other source.

18. To receive funds, money, property, collateral, services, rights, and chooses in action from any source, to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for the construction of any facility or system, and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

19. To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

20. To make, or commit to make, or participate in the making of, Mortgage Loans, whether for construction, acquisition, financing, rehabilitation or purchasing of housing.

21. To invest monies of the Authority not required for immediate use, including proceeds from the sale of any bonds or Notes, in obligations of any Governmental Agency or obligations the principal and interest of which are guaranteed by such Governmental Agency, or in certificates of deposit or time deposits secured in such manner as the Authority shall determine, or in obligations of any agency of the State or the United States of America, which may, from time to time, be legally purchased by banks within the State as an investment of funds belonging to them or in their control.

22. To sell any Mortgages or other personal property acquired by the Authority at public or private sale, and at such price or prices as it shall determine.

23. To re-negotiate, re-finance or foreclose, or contract for the foreclosure of, any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any mortgage; to commence any action to protect or enforce any right conferred upon it by law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

24. To re-negotiate or re-finance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to

protect or enforce any right conferred upon it by Law, loan agreement, contract or other agreement.

25. To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust, and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

26. To sell any loans made or acquired by the Trust at public or private sale, and at such price or prices and on such terms as the Trust shall determine.

27. To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase, and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

28. To procure insurance against any type loss, in such amounts, and from such insurers, as it may deem necessary and desirable.

29. To consent, whenever it deems it necessary or desirable in the fulfillment of its Trust purposes, to the modifications of the rate of interest, time of payment of any installment of principal or interest, or any other terms, of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

30. To do any and all things necessary or convenient to carry out its purposes, and exercise the powers given and granted herein, and to do all other acts necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

31. To exercise exclusive management and control of the Trust Estate.

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

33. To select depositories for the funds and securities of this Trust. All Lending Institutions are eligible to participate in the programs of the Trust, and act as such depositories, with approval of the Trust.

34. To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to said debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring suit or action which in their judgment is necessary or proper to protect the 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 attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

35. To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV ("Purposes of Trust") is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof, without inhibition.

ARTICLE IX

SUPERVISORY CONTROL

The Trust shall not initiate or take any action whatsoever in connection with the implementation of any development or redevelopment project involving indebtedness of more than twelve (12) months being incurred by the Trust, unless and until each such project shall have been approved by a majority of the members of the Town Board of Trustees of Mountain Park, Oklahoma. Further, the Trust created hereby and Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax-exempt status of certain Bonds or Notes issued by the Authority. The Trust shall not be exempt from any appropriate and applicable requirements of the "Code of Ordinances" for the Town, or any applicable policies adopted by the Town Board of Trustees.

ARTICLE X

BENEFICIARY OF TRUST

1. The Beneficiary of this Trust shall be the Town of Mountain Park, Oklahoma, as designated in Article III herein, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, and other applicable Statutes of the State of Oklahoma, presently in force and effect.

2. The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof, or to demand or require any partition of 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, except as herein prefaced. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and

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

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

4. The Beneficiary will have access, at all times, to the books and records of the Trust.

ARTICLE XI

ADOPTION AND AMENDMENT OF BY-LAWS; AMENDMENT AND TERMINATION OF TRUST

1. This Trust Indenture may be amended by an affirmative vote of at least three-fifths (3/5) of all Trustees, and any such proposed amendment shall be further approved by the affirmative vote of three-fifths (3/5) of the Town Board of Trustees of the Beneficiary Town before becoming effective.

2. The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend the By-Laws of the Trust; provided, however, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust, without the consent of the holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any Resolution, indenture or agreement relating to such indebtedness.

3. This Trust shall terminate:

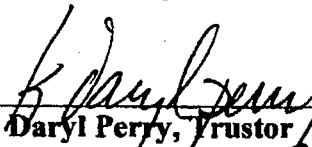
a. When the purposes set out in **ARTICLE IV** of this instrument shall have been fully executed; or


b. In the manner provided by Oklahoma Law; provided, however, that this Trust shall not be terminated by voluntary actions while 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.

4. 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.

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.


K. Daryl Perry, Trustor


Ronald Dempsey, Trustee


David Grantham, Trustee


Tommy Cryer, Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF KIOWA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the 9th day of April, 2012, personally appeared K. Daryl Perry, and further known to me to be the identical person whose name is subscribed to the foregoing instrument, as Trustor, and acknowledge to me that the same was executed as a free and voluntary act and deed, 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.


Notary Public

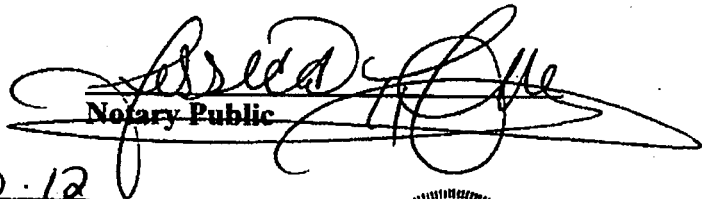
My Commission Expires: 9-30-12
(Notary Number: 08009586)



STATE OF OKLAHOMA)
)
) SS:
COUNTY OF KIOWA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the 9th day of April, 2012, personally appeared Ronald Dempsey, David Grantham, and Tommy Cryer, further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledge to me that they executed the same as their free and voluntary act and deed, 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.


Notary Public

My Commission Expires: 9.30.12
(Notary Number: 38009586)




STATE OF OKLAHOMA)
) SS:
COUNTY OF KIOWA)

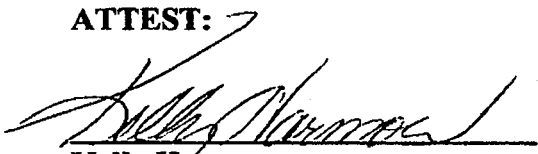
ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Trustees of the Town of Mountain Park, State of Oklahoma, 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 Town of Mountain Park, Oklahoma, attested by the Town Clerk-Treasurer of said Town, pursuant to direction of the Board of Trustees of the Town of Mountain Park, Oklahoma, this 9th day of April, 2012.


Ronald Dempsey
Mayor

ATTEST: 
Kelly Harmon
Town Clerk-Treasurer

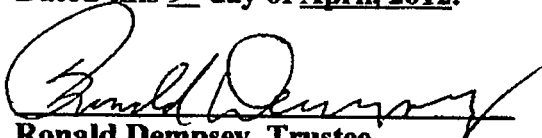
(SEAL)

STATE OF OKLAHOMA)
)
COUNTY OF KIOWA) SS:

OATH OF OFFICE

We, the undersigned, do solemnly swear (or affirm) that we will support, obey and defend the Constitution of the United States and the Constitution of the State of Oklahoma, and that we will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to our office, other than the compensation allowed by Law. We further swear (or affirm) that we will faithfully discharge our duties as Trustees of the Mountain Park Economic Development Authority, to the best of our ability.

Dated this 9th day of April, 2012.



Ronald Dempsey, Trustee



David Grantham, Trustee



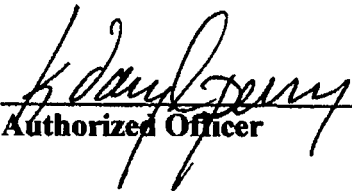
Tommy Cryer, Trustee

STATE OF OKLAHOMA)
)
COUNTY OF KIOWA) SS:

AFFIDAVIT OF ADMINISTERING OFFICER

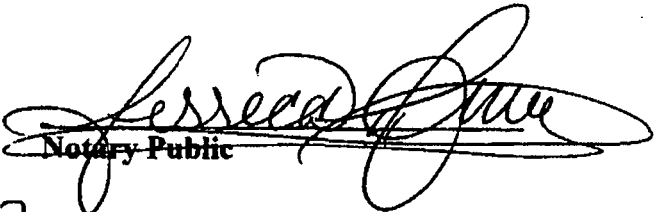
I, the undersigned Officer, designated under Title 51, Oklahoma Statutes 2011, Section 21, as authorized to administer oaths to public officers in the State of Oklahoma, hereby avow and affirm that I administered the foregoing Oath of Office orally to the aforesaid Trustees, and that said Trustees, in my presence, and each of them, did orally repeat, take and subscribe to the foregoing Oath of Office.

Dated this 9th day of April, 2012.



Authorized Officer

Subscribed and sworn to before me this 9th day of April, 2012.



Notary Public

My Commission Expires: 9-30-12
(Notary Number: 08009586)



RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF MOUNTAIN PARK, OKLAHOMA,
AUTHORIZING CREATION OF A MUNICIPAL ECONOMIC DEVELOPMENT
AUTHORITY; APPROVING THE TRUST INDENTURE; AND ACCEPTING A
BENEFICIAL INTEREST IN SAID AUTHORITY.**

WHEREAS, the Mountain Park Economic Development Authority (MPEDA) will be a public Trust created and existing under the Oklahoma Public Trust Act (60 O.S., 2011, Sections 176, et seq.), approved by, and for the benefit of, the Town of Mountain Park, Oklahoma.

NOW, THEREFORE, BE IT RESOLVED by the Mountain Park Board of Trustees:

SECTION 1. Trust Creation Authorized.

The officers and trustees of the Mountain Park Economic Development Authority (MPEDA) are authorized to do all things necessary to bring about creation and start-up of the Trust, the performance of the terms and provisions of the Trust Indenture, and execute and deliver all such further instruments as may be required in connection therewith.

SECTION 2. Trust Indenture Approved.

The Trust Indenture, in the form presented at this meeting, is hereby approved, and the Mayor and Town Clerk-Treasurer are hereby authorized to execute, deliver and file said papers on behalf of the Mountain Park Economic Development Authority (MPEDA).

SECTION 3. Beneficial Interest Accepted.

The Town Board of Trustees hereby finds and determines that, because participation in the Mountain Park Economic Development Authority (MPEDA) will be in furtherance of the purposes of said Trust and will benefit the Town of Mountain Park, Oklahoma, in the performance of the public benefit functions for which the Trust is created, it is therefore appropriate for the Town to accept a beneficial interest in said Trust.

PASSED, APPROVED AND ADOPTED this 9th day of April, 2012.



Mayor
Town of Mountain Park, Oklahoma

ATTEST:



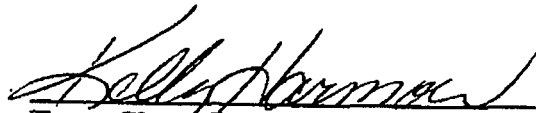
Town Clerk-Treasurer
Town of Mountain Park, Oklahoma

(SEAL)

STATE OF OKLAHOMA)
) SS
COUNTY OF KIOWA)

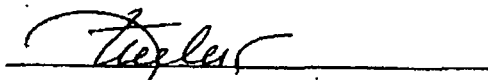
I, the undersigned, the duly qualified and acting Town Clerk-Treasurer of the Town of Mountain Park, Oklahoma, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the Trustees of the Town, as shown by records in my office, wherein was authorized the creation of the Mountain Park Economic Development Authority (MPEDA) on April 9, 2011. I further certify that attached hereto is a true, correct and complete copy of said Resolution, prepared and adopted in accordance with the Oklahoma Open Meeting Act, and that the agenda for the Meeting was filed with the Town Clerk-Treasurer of the Town of Mountain Park, Oklahoma, and notice of said Meeting and the Agenda posted at the Meeting location in accordance with the time requirements of the Oklahoma Open Meeting Act.

WITNESS my hand this 19 day of April, 2011.


Town Clerk-Treasurer
(SEAL)

State of Oklahoma
County of Kiowa

Signed before me on April 19, 2012, by Kelly M. Harmon.



Notary Public

My commission expires May 2, 2015

JOANNE TUCKER
NOTARY PUBLIC
Commission 11004015
State of Oklahoma

WATER PURCHASE AGREEMENT

This contract is for the sale and purchase of water between the City of Snyder, Kiowa County, Oklahoma and the Snyder Public Works Authority (SPWA), hereinafter collectively referred to as the "Seller"; and the Town of Mountain Park, Kiowa County, Oklahoma, hereinafter referred to as the "Purchaser".

WITNESSETH:

WHEREAS the Seller has rights in certain water resources and is the owner of a water treatment facility that produces treated, pressurized, water; and

WHEREAS this water resource will not only provide an adequate water resource for Seller and its other customers, but will also be sufficient volume to provide adequate water resources for the residents of the Purchaser; and

WHEREAS the City of Snyder, by and through the SPWA, and the Town of Mountain Park are pursuing a multi-jurisdiction grant through the Oklahoma Department of Commerce to construct a water line which will allow water to be transported from the City of Snyder to the Town of Mountain Park; and

WHEREAS the Town of Mountain Park desires to improve the quality and the availability of water for its residents by purchasing water from the SPWA;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth:

1. (QUALITY AND QUANTITY) The Seller shall furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, beginning on the date of initial delivery of water, potable treated water meeting applicable purity standards of the State of Oklahoma, Department of Environmental Quality in such quantity as may be deemed required by the Purchaser.
2. (POINT OF DELIVERY AND PRESSURE) Water will be furnished at the same water pressure that is delivered to other customers of the Seller in the area of the point of delivery. The point of delivery shall be a point located on the Purchaser's side of the meter vault or pit at approximately the North edge of the city limits of the City of Snyder. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be born by the Purchaser. Emergency failures of pressure or supply due to main breaks, power failure, plant failure, flood, fire and use of water to fight fire, earthquake, tornado or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

- 3. (METERING EQUIPMENT) The Seller shall, at its own expense furnish, install and maintain the water main, meter, meter vault or pit, and appurtenances to the point of delivery, including the necessary metering equipment, (meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser). The Seller shall calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every (12) months. A meter registering not more than three percent (3%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected to the date of the last accurate meter test for the 36 months previous to the date the meter tested inaccurate, or for the duration of time that the meter had been installed if less than 36 months, whichever is the shortest period of time, in accordance with the percentage of inaccuracy found by the last test. In the event any meter belong to the Seller becomes defective or inoperable for any reasons whatsoever, the charge to the Purchaser shall be computed upon an estimated consumption period of "no reading". Said estimate shall be determined by the Seller from historical data. The Seller shall estimate consumption based on prior months and subsequent months consumption, partial meter readings, pipe size, pumping capacities, pressures, historical use, weather number of ultimate users and other relevant factors.
- 4. (BILLING PROCEDURE) The metering equipment shall be read monthly by the Seller. The Seller shall bill in arrears for the charge established pursuant to rates and fees set by the Board of Trustees of SPWA and as reflected in the minutes of said meeting. A bill shall be presented to the Purchaser monthly. An appropriate designated official of the Purchaser at all reasonable times shall have access to the meter upon notice to the Chairman of the Board of Trustees of the SPWA for the purpose of verifying its readings.
- 5. (CHARGES AND PAYMENT DATE) The Purchaser shall pay the Seller not later than twenty days from date appearing on the bill for water delivered at the rate of \$1.30 per thousand gallons for all water used by Purchaser and delivered through the meter. Charges will be periodically adjusted but not more than annually on each anniversary of the date of this agreement to equal the then current cost of water to Seller plus not more than a ten per cent markup based on a current water study by an engineering firm of Seller's choice. Seller will give Purchaser 30 days notice of any such change in water charges in writing.
- 6. (FAILURE TO PAY) In the event the Purchaser shall fail to make full and timely payment on water bills issued pursuant hereto, the Purchaser shall, in addition to the payment of said unpaid balance, pay interest on the unpaid balance at an annual rate of one and one-half percent (1 1/2%) per month, compounded monthly, and calculated from the date payment was due until the date of receipt of such payment by the Seller (subsequent unpaid balances shall similarly bear interest from the date of the oldest outstanding debt.) All payments shall be credited to the interest first and then to the oldest outstanding balance. The rights granted by this paragraph shall not impair any parties ability to utilize any provision of any other paragraph. The Seller reserves the right to suspend delivery to the Purchaser for non-

payment or untimely payment of water bills. Such suspension shall be in effect until all charges, fees and interest, if any are paid.

7. (NONPERFORMANCE) The Purchaser shall excuse the Seller from nonperformance and shall not hold Seller liable for any delay in delivery or for non-delivery in whole or in part, caused by an occurrence of any contingency beyond the Seller's control including, but not limited to acts of third parties, fires, civil disobedience, strikes, riots, rebellions, accidents, explosions, earthquakes, tornadoes, floods, storms, acts of God and any other occurrences beyond the Seller's control.
8. (TERMS OF CONTRACT) That this contract shall extend for:
- A. A term of one year from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser; and may not be terminated by either party without 30 days notice of such termination prior to said anniversary date.
 - B. Provided, however, should the Purchaser continue to take or receive water from the Seller and should Seller continue to furnish water to Purchaser after the expiration of the contract term or any anniversary thereafter, this contract and agreement will remain in full force and effect under the same terms and conditions.
 - C. By the act of taking or receiving water, the Purchaser shall be deemed to have agreed to the terms of this contract any amendment hereto, including but not limited to changes in charges pursuant to this contract, with regard to said water and payment therefore.
9. (DELIVERY OF WATER) That thirty (30) days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the proposed date of the initial delivery of water.
10. (WATER FOR TESTING) When requested by the Purchaser, the Seller will make available to the Purchaser's contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing flushing and trench filling, irrespective of whether the metering equipment has been installed at that time, for a fee commensurate with Seller's normal charge to be established at the time for delivery which will be paid by the contractor or, on his failure to pay, by the Purchaser.
11. (FAILURE TO DELIVER) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser as provided in and in accordance with this contract. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to

Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers in said service area is reduced or diminished.

12. (WATER RATIONING) Should the SPWA, either by resolution of its Board of Trustees or its Chairman, pursuant to an emergency, determine that water use rationing or suspension must be observed by the customers in the vicinity of the Purchaser due to water delivery or pressure problems, or by all customers of the Seller's water system for whatever reason, the Seller may request that the Purchaser similarly adopt water use rationing or suspension to the Purchaser's customers. Failure of the Purchaser to promptly and similarly respond may result, at the discretion of the Seller, in the reduction or suspension of water sale during the time period for which the emergency exists.
13. (WARRANTY) It is understood and agreed by the parties that the Seller makes no warranty of any nature or kind that the quality or quantity of the treated water stored or transported hereunder is beyond the quality or quantity delivered to all other customers of the Seller in the vicinity. The Seller accepts such treated water as it is at the time it is extracted or received from the Seller's distribution system. Any determination by the Purchaser that said water is not satisfactory to its needs shall not give rise to any claim, action, or cause of action against the Seller. It is further understood and agreed by the parties hereto that the Seller shall not be held liable for any damage to the purchaser's pipelines or facilities that may be caused by power failures, pipeline breaks, fill or draining of any pipeline, pumping, changing pressures, quantity or quality of water, loss of power, cessation of pumping, or any other operation or failure of the Seller's water treatment or distribution system or the Seller's water system, except when such operation or failure is due to gross negligence by the Seller and subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act. In the event of service interruption, the Seller shall act in a reasonable effort to restore service in a timely manner.
14. (MODIFICATION OF CONTRACT) That the provisions of this contract pertaining to the charges to be paid by the Purchaser for water delivered are subject to periodic adjustments as previously set out. Other provisions of this contract may be amended, modified or altered only by mutual agreement between the Seller and Purchaser in writing.
15. (REGULATORY AGENCIES) That this contract is subject to such rules, regulations, or laws as may be applicable to similar municipally owned utilities and utility agreements in this State. The Seller and Purchaser will collaborate in obtaining any permits, certificates or the like as may be required to comply therewith.
16. (PROPERTY RIGHTS) It is expressly understood and agreed by the parties that none of the provisions of this contract are to be construed to grant the Purchaser any property rights of any nature or kind in the Seller's sources, treatment facilities, distribution system, water or water rights or the water system. The Purchaser expressly covenants and agrees to make no claim of any nature or kind under this contract upon such facilities, water or water rights

of the Seller. Provided however, the Purchaser shall maintain all rights and ownership and responsibilities for all facilities on their side of the specified point of delivery. The Seller shall have no property rights of any nature or kind in the Purchaser's facilities, distribution system, or the water system.

17. (MISCELLANEOUS) That nothing in this contract shall limit authority of the Purchaser to sell water purchased hereunder to any third party including but not limited to municipalities and rural water districts, less and except it is agreed that the Purchaser may not sell water purchased hereunder for use within the city limits of the City of Snyder or to any customer the SPWA or Snyder, now existing or existing at or before the time of proposed sale by Purchaser, without the prior written approval of the Chairman of the Board of Trustees of the SPWA.
18. (SUCCESSOR TO THE PURCHASER) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.
19. (MUNICIPALITIES) The parties of this contract do hereby specifically waive the right of the municipality to unilaterally abrogate this contract pursuant to the 11 O.S. Section 37-119B, except as otherwise specifically provided in this contract.
20. (NOTICE) Notices or other communication to the Seller pursuant to the provisions hereto shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

City Clerk
City of Snyder
City Hall
721 E Street
Snyder, OK 73566

Bills, statements, notices or communications to the Purchaser shall be sufficient if sent by mail, postage prepaid, or if hand delivered to:

City Clerk
Town of Mountain Park
Town Hall
Mountain Park, OK 73559

21. (CAPTIONS AND INTERPRETATIONS) The captions, titles and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof. When any word in this contract is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly

appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

- 22. This contract and any amendments thereto may be pledged as security to the United States of America acting through the Farmers Home Administration of the United States Department of Agriculture for the purpose of securing loans made to the Purchaser.
- 23. The parties hereto, acting under authority of their respective governing bodies have caused this contract to be executed in multiple counterparts, each of which shall constitute an original.

This Water Purchase Agreement entered into this 10 day of APRIL, 1997.

SNYDER PUBLIC WORKS AUTHORITY

By *Anthony H. Mullins*
Chairman of the Board of Trustees

ATTEST:

Raye Beul
Secretary

(SEAL)

TOWN OF MOUNTAIN PARK

By *James LaMotte*
Mayor

ATTEST:

Bobbie Mullins
Clerk

(SEAL)

WATER PURCHASE AGREEMENT

This contract is for the sale and purchase of water between the City of Snyder, Kiowa County, Oklahoma and the Snyder Public Works Authority (SPWA), hereinafter collectively referred to as the "Seller"; and the Town of Mountain Park, Kiowa County, Oklahoma, hereinafter referred to as the "Purchaser".

WITNESSETH

WHEREAS the Seller has rights in certain water resources and is the owner of a water treatment facility that produces treated, pressurized, water, and

WHEREAS the Town of Mountain Park desires to improve the quality and the availability of water for its residents by purchasing water from the SPWA;

NOW , THEREFORE, in consideration of the foregoing and the mutual agreement hereinafter set forth:

1. (QUALITY AND QUANTITY) The Seller shall furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, beginning on the date of initial delivery of water, potable treated water meeting applicable purity standards of the State of Oklahoma, Department of Environmental Quality in such quantity as may be deemed required by the Purchaser and approved by the SPWA.
2. (POINT OF DELIVERY AND PRESSURE) Water will be furnished at the same water pressure that is delivered to other customers of the Seller in the area of the point of delivery. The point of delivery shall be from a point located on the Purchaser's side of the meter vault or pit at approximately the North edge of the city limits of the City of Snyder, and delivery will be furnished at a reasonably constant pressure. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be born by the Purchaser. Emergency failures of pressure or supply due to main breaks, power failure, plant failure, flood, fire and use of water to fight fire, earthquake, tornado or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
3. (METERING EQUIPMENT) The Seller shall, at its own expense furnish, install operate and maintain the water main, and appurtenances to the point of delivery. However, the parties agree that Purchaser shall, at its own expense furnish, install, operate and maintain the necessary metering equipment, (meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser). Further, the parties agree that the meter is now and will be located in the meter vault or pit at the North edge of the city limits of Snyder, Oklahoma, and Purchaser is responsible for the maintenance, upkeep, and replacement of the water line between said meter and the before mentioned point of delivery. The Purchaser shall calibrate such metering equipment whenever requested by the Seller but not more frequently than once every twelve (12) months. A meter registering not more than three percent (3%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected to the date of the last accurate meter test for the 36 months previous to the date the meter tested inaccurate, or for the duration of time that the meter has been installed if less than 36 months, whichever is the shortest period of time, in accordance with the percentage of inaccuracy found by the last test. In the event any meter belonging to the Purchaser becomes defective or inoperable for any reason whatsoever, the charge to the Purchaser shall be computed upon an estimated consumption period of "no reading". Said estimate shall be determined by the Seller from historical data. The Seller shall estimate consumption based on prior months and

subsequent months consumption, partial meter readings, pipe size, pumping capacities, pressures, historical use, weather, number of ultimate users and other relevant factors.

4. (BILLING PROCEDURES) The metering equipment shall be read monthly by the Seller. The Seller shall bill in arrears for the charge established pursuant to rates and fees set by the Board of Trustees of SPWA and as reflected in the minutes of said meeting. A bill shall be presented to the Purchaser monthly. An appropriate designated official of the Purchaser at all reasonable times shall have access to the meter upon notice to the Chairman of the Board of Trustees of the SPWA for the purpose of verifying its readings.
5. (CHARGES AND PAYMENT DATE) The Purchaser shall pay the Seller not later than twenty days from date appearing on the bill for water delivered at the rate of \$1.50 per thousand gallons for all water used by Purchaser and delivered through the meter, not to exceed 20 million gallons per year, unless approved through SPWA. Charges will be periodically adjusted but not more than annually on each anniversary of the date of this agreement. Seller will give the Purchaser 30 days notice of any such change in water charges in writing.
6. (FAILURE TO PAY) In the event the Purchaser shall fail to make full and timely payment on water bills issued pursuant hereto, the Purchaser shall, in addition to the payment of said unpaid balance, pay interest on the unpaid balance at an annual rate of one and one-half percent (1 1/2 %) per month, compounded monthly, and calculated from the date payment was due until the date receipt of such payment by the Seller (subsequent unpaid balances shall similarly bear interest from the date of the oldest outstanding debt). All payments shall be credited to the interest first and then to the oldest outstanding balance. The rights granted by this paragraph shall not impair any parties ability to utilize any provision of any other paragraph. The Seller reserves the right to suspend delivery to the Purchaser for nonpayment or untimely payment of water bills. Such suspension shall be in effect until all charges, fees and interest, if any are paid.
7. (NONPERFORMANCE) The Purchaser shall excuse the Seller from nonperformance and shall not hold Seller liable for any delay in delivery or for non-delivery in whole or in part, caused by an occurrence of any contingency beyond the Seller's control including, but not limited to acts of third parties, fires, civil disobedience, strikes, riots, rebellions, accidents, explosions, earthquakes, tornadoes, floods, storms, acts of God and any other occurrences beyond the Seller's control.
8. (TERMS OF CONTRACT) That this contract shall extend for:
 - A. A term of one year from the date of this agreement; and may not be terminated by either party without 30 days notice of such termination prior to said anniversary date.
 - B. Provided, however, should the Purchaser continue to take or receive water from the Seller and should Seller continue to furnish water to the Purchaser after the expiration of the contract term or any anniversary thereafter, this contract and agreement will remain in full force and effect under the same terms and conditions.
 - C. By the act of taking or receiving water, the Purchaser shall be deemed to have agreed to the terms of this contract any amendment hereto, including but not limited to changes in charges pursuant to this contract, with regard to said water and payment therefore.
9. (FAILURE TO DELIVER) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser as provided in and in accordance with this contract. In the event of an extended shortage of water, or the

supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers in said service area is reduced or diminished.

10. (WATER RATIONING) Should the SPWA, either by resolution of its Board of Trustees or its Chairman, pursuant to an emergency, determine that water use rationing or suspension must be observed by the customers in the vicinity of the Purchaser due to water delivery or pressure problems, or by all customers of the Seller's water system for whatever reason, the Seller may request that the Purchaser similarly adopt water use rationing or suspension to the Purchaser's customers. Failure of the Purchaser to promptly and similarly respond may result, at the discretion of the Seller, in the reduction or suspension of water sale during the time period for which the emergency exists.
- 11 (WARRANTY) It is understood and agreed by the parties that the Seller makes no warranty of any nature or kind that the quality or quantity of the treated water stored or transported hereunder is beyond the quality or quantity delivered to all other customers of the Seller in the vicinity. The Purchaser accepts such treated water as it is at the time it is extracted or received from the Seller's distribution system. Any determination by the Purchaser that said water is not satisfactory to its needs shall not give rise to any claim, action, or cause of action against the Seller. It is further understood and agreed by the parties hereto that the Seller shall not be held liable for any damage to the purchaser's pipelines or facilities that may be caused by power failures, pipeline breaks, fill or draining of any pipeline, pumping, changing pressures, quantity or quality of water, loss of power, cessation of pumping or any other operation or failure of the Seller's water treatment or distribution system or the Seller's water system, except when such operation or failure is due to gross negligence by the Seller and subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act. In the event of service interruption, the Seller shall act in a reasonable effort to restore service in a timely manner.
12. (MODIFICATION OF CONTRACT) That the provisions of this contract pertaining to the charges to be paid by the Purchaser for water delivered are subject to periodic adjustments as previously set out. Other provisions of this contract may be amended, modified or altered only by mutual agreement between the Seller and Purchaser in writing.
13. (REGULATORY AGENCIES) That this contract is subject to such rules, regulations, or laws as may be applicable to similar municipally owned utilities and utility agreements in this State. The Seller and Purchaser will collaborate in obtaining any permits, certificates or the like as may be required to comply therewith.
- 14 (PROPERTY RIGHTS) It is expressly understood and agreed by the parties that none of the provisions of this contract are to be construed to grant the Purchaser any property rights of any nature or kind in the Seller's sources, treatment facilities, distribution system, water or water rights or the water system. The Purchaser expressly covenants and agrees to make no claim of any nature or kind under this contract upon such facilities, water or water rights of the Seller. Provided however, the Purchaser shall maintain all rights and ownership and responsibilities for all facilities on their side of the specified point of delivery. The Seller shall have no property rights of any nature or kind in the Purchaser's facilities, distribution system, or the water system.
15. (MISCELLANEOUS) That nothing in this contract shall limit authority of the Purchaser to sell water purchased hereunder to any third party including but not limited to municipalities and rural water districts, less and except it is agreed that the Purchaser may not sell water purchased hereunder for use within the city limits of the City of Snyder or to any customer the SPWA or Snyder, now existing or existing at or before the time of proposed sale by Purchaser, without the prior written approval of the Chairman of Trustees of the SPWA.

Town of Mountain Park

By _____

ATTEST:

(Seal)

16. (SUCCESSOR TO THE PURCHASER) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.
17. (NOTICE) Notices or other communication to the Seller pursuant to the provisions hereto shall be sufficient if sent registered or certified mail, postage prepaid, addressed to:

City Clerk
City of Snyder
City Hall
721 E Street
Snyder, Ok 73566

Bills, statements, notices or communications to the Purchaser shall be sufficient if sent by mail, postage prepaid, or hand delivered to:

City Clerk
Town of Mountain Park
Town Hall
Mountain Park, Ok 73559

18. (CAPTIONS AND INTERPRETATIONS) The captions, titles and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof. When any word in this contract is used in the singular number, it shall include the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
19. This contract and any amendments thereto may be pledged as security to the United States of America acting through the Farmers Home Administration of the United States Department of Agriculture for the purpose of securing loans made to the Purchaser.
20. The parties hereto, acting under authority of their respective governing bodies have caused this contract to be executed in multiple counterparts, each of which shall constitute an original.

This Water Purchase Agreement entered into this 7th day of Feb., 2005.

SNYDER PUBLIC WORKS AUTHORITY

By Dale Moore
Dale Moore, Chairman of the Board of Trustees

ATTEST:

Faye Dwyer
Faye Dwyer, Clerk

(Seal)

June 29, 2011

Kelly Harmon, City Clerk
Town of Mountain Park
P.O. Box 190
Mountain Park, OK 73559

RECEIVED

JUN 30 2011

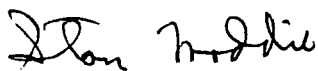
Dear Mrs. Harmon,

The City of Snyder appreciates the opportunity to have serviced your community with water this past year. We have made every effort to ensure that you receive the best service possible at the most affordable price.

We must request from the Town of Mountain Park the annual consumer price index (CPI) rate increase as agreed upon in our contract. We are requesting a 3% increase this year and for the the new rate to go into effect on the August billing. This increase will change your current rate of \$1.925 per 1,000 gallons to \$1.98 per 1,000 gallons.

The City of Snyder is committed to maintaining the highest quality of water to the Town of Mountain Park. We want to take this opportunity once again to thank your staff and patrons.

Sincerely,



Stan Moddie, Mayor
580.569.2119
580.569.4246 fax
cityofsnyder@hotmail.com

CITY OF SNYDER

ADDENDUM TO WATER PURCHASE CONTRACT

THIS ADDENDUM made this 17th day of May, 2010, by and between Mt Park Public Works Authority, P.O. BOX 190 Mt Park, Kiowa County, OK, 73559, Purchaser; and Snyder Public Works Authority, Kiowa County, 721E Street, Snyder, Oklahoma 73566, Seller;

WITNESSETH; that Seller and Purchaser have entered into a certain Water Purchase Contract dated April 10, 1997, regarding the sale of potable treated water, a copy of which is attached hereto, and it is necessary and the parties desire to add the following Addendum and Modification to said contract and hereby agree to modify said contract as follows:

That paragraph 5 is hereby amended and modified to increase the charge of \$1.75 per 1000 gallons to \$1.925 per 1000 gallons and Purchaser agrees to pay Seller said increased amount beginning on the 15th Day of June, 2010, with the first bill containing said increase being due to Seller the month of July, 2010; and that the remainder of said original contract shall remain in full force and effect.

Time is of the essence of the Addendum to Water Purchase Contract, which shall be binding on the parties hereto, their successors, heirs, assigns, and legal representatives, and which shall be added to and made a part of the aforesaid Water Purchase Contract April 10, 1997.

SELLER

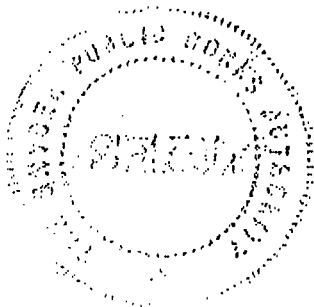
Snyder Public Works Authority
721 E Street, Kiowa County
Snyder, OK 73566

BY: *Gary Anderson*
Gary Anderson, Chairperson

ATTEST: *Tammy Biddle*
Tammy Biddle, Snyder City Clerk

DATE: May 17, 2010

[SEAL]



PURCHASER

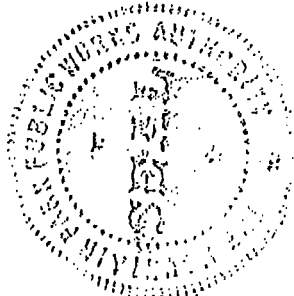
Mt Park Public Works Authority
P.O. BOX 190, Kiowa County
Mt Park, OK 73559

BY: *Bec Edger*
Mayor

ATTEST: *Kelly Harmon*
City Clerk

DATE: June 15th 2010

[SEAL]



AGREEMENT

This agreement made and entered into this 1st day of February, 1979, by and between the County of Kiowa, State of Oklahoma, party of the first part, and the City of Mountain Park, an incorporated City located in Kiowa County, Oklahoma, party of the second part, witnesseth:

WHEREAS the County Commissioners of Kiowa County, State of Oklahoma, parties of the first part, are concerned with the health and safety of the rural citizens of Kiowa County and whereas, they are interested in seeing that these rural citizens be provided ambulance service; and whereas health and safety is one of the primary goals in the use of Federal Revenue Sharing Funds of Kiowa County and whereas the City of Mountain Park, party of the second part is in need of a vehicle to be used by them as a area ambulance service.

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed between the parties hereto, as follows:

1. Party of the first part agrees to transfer all right, title and interest to a Classic SA140 Ambulance on a 1979 Ford Model E-350 Chassis Serial # E37AHDH2565 LSF100Z ambulance to the party of the second part; said vehicle to be purchased from the Federal Revenue Funds of Kiowa County, State of Oklahoma pursuant to the guidelines for expenditure of said funds and in conformity with Oklahoma Statutes.
2. Party of the second part agrees to accept said vehicle and to equip it and maintain it as an ambulance, and to service rural citizens in the area surrounding said City for a period of 10 years from date of this agreement. The party of the second part further agrees that they will provide liability insurance as to this vehicle in the amount of ~~\$100,000.00-\$300,000.00~~ \$100,000.00 and further that all maintenance and insurance charges shall be taken care of by the party of the second part; and further to hold harmless the party of the first part as to any claims arising out of the ownership or use of said vehicle.
3. It is further mutually agreed between the parties hereto that should the party of the second part refuse, neglect or become unable to comply with their obligations under this contract, then the party of the second part shall, upon demand, return said vehicle to the party of the first part or, with permission of the party of the first part, sell said vehicle and tender the proceeds of the sale to the party of the first part to be deposited with the Federal Revenue Funds of Kiowa County, State of Oklahoma.

This agreement shall be binding upon the assigns, heirs, executors, administrators and successors in office of the respective parties; and it is understood and agreed that this contract contains all the provisions, stipulations and provisions agreed upon by the parties hereto.

This Agreement is subject to Schedule "A" which is attached hereto.

In witness whereof, the parties, hereto have hereunto set their hands the day and year first above written.

KIOWA COUNTY COMMISSIONERS
Party of the first part

Lerry D. Adams
Chairman

D. H. [unclear]
Member

[unclear]
Member

ATTEST:

W. S. [unclear]
County Clerk

(SEAL)
COURT

ATTEST:

Edna Hankins
City Clerk

(SEAL)

CITY OF *Mountain Park*
Party of the second part

By *W. E. [unclear]*
Title *Chairman-Board of Trustees*

SCHEDULE "A"

WHEREAS, an Agreement has been entered into between Kiowa County, State of Oklahoma, and Mountain Park, Oklahoma, a municipal corporation, wherein an ambulance is to be delivered to Mountain Park, Oklahoma, hereinafter referred to as party of the second part; and

WHEREAS, it is agreed that Mountain Park, Oklahoma is receiving said ambulance for the use and benefit of the citizens of the community of Mountain Park, Oklahoma, and they are also receiving said ambulance for the use and benefit of the citizens of the community of Roosevelt, Oklahoma, and for the use and benefit of the citizens of the community of Snyder, Oklahoma.

IT IS THEREFORE AGREED by and between the officials of Mountain Park, Oklahoma, Roosevelt, Oklahoma, and Snyder, Oklahoma, as follows

1. That said ambulance is for the use and benefit of the citizens of the communities of Mountain Park, Roosevelt and Snyder, Oklahoma.
2. That said ambulance will be based and housed at Mountain Park, Oklahoma.
3. That all expenses of the upkeep and care of said ambulance, including maintenance, insurance and all other expenses, shall be paid 25% by the Town Board of the Town of Mountain Park, Oklahoma; 25% of the Town Board of the Town of Roosevelt, Oklahoma; and 50% of the City Council of the City of Snyder, Oklahoma.

Dated this 1st day of February, 1979.

(SEAL)

ATTEST:

Edna Hawkins
Town Clerk

(SEAL)

ATTEST:

Francis L. Louell
Town Clerk

(SEAL)

ATTEST:

Russell Bostlett
City Clerk

W. E. Mikes
Chairman, Board of Trustees of
Mountain Park, Oklahoma

Ralph Frazier
Chairman, Board of Trustees of
Roosevelt, Oklahoma

B. R. Anderson
Mayor, City of Snyder, Oklahoma

AGREEMENT

This agreement made and entered into this 28 day of February, 1980, by and between the County of Kiowa, State of Oklahoma, party of the first part, and the City of Mountain Park, an incorporated city located in Kiowa County, Oklahoma, party of the second part, witnesseth:

WHEREAS the County Commissioners of Kiowa County, State of Oklahoma, parties of the first part, have previously provided an ambulance for use by the party of the second part, and whereas, it has been demonstrated that the delivery of health services to the citizens of Kiowa County would be enhanced and improved through the installation of Master II Mobile Radio Sets in each ambulance, and whereas the City of Mountain Park, is in need of such a Radio, to be used by them as an area ambulance service.

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed between the parties hereto, as follows:

1. Party of the first part agrees to transfer all right, title and interest to a Master II Mobile Radio Set, Trunk Unit Serial No. 9514968 Control Head Serial No. 9514969 to the party of the second part; said Radio to be purchased from the Federal Revenue Sharing Funds of Kiowa County.
2. Party of the second part agrees to accept said Radio, install the same in their ambulance, and provide any maintainance necessary to keep such Radio in good operating condition.
3. It is further mutually agreed between the parties hereto that should the party of the second part cease to use the ambulance heretofore provided, or to cease the use of the Radio described above, said Radio Set will immediately be returned to the County Commissioners of Kiowa County at Hobart, Oklahoma.

This agreement shall be binding upon the assigns, heirs, executors, administrators and successors in office of the respective parties; and it is understood and agreed that this contract contains all the provisions, stipulations and provisions agreed upon by the parties hereto. This agreement is subject to Schedule "A" which is attached hereto.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

KIOWA COUNTY COMMISSIONERS
Party of the first part

Jerry L. Adams
Chairman

Leon Richardson
Member

D. W. [Signature]
Member

CITY OF W.E. Meigs
Party of the second part

By Mayor
Title

ATTEST:

[Signature]
County Clerk
(SEAL)

ATTEST:

[Signature]
City Clerk
(SEAL)

SCHEDULE "A"

WHEREAS, an Agreement has been entered into between Kiowa County, State of Oklahoma, and Mountain Park, Oklahoma, a municipal Corporation, wherein a Master II Mobile Radio Set is to be delivered to Mountain Park, Oklahoma, hereinafter referred to as party of the second part; and

WHEREAS, it is agreed that Mountain Park, Oklahoma, is receiving said Radio Set for the use and benefit of the citizens of the community of Mountain Park, Oklahoma, and they are also receiving said Radio Set for the use and benefit of the citizens of the community of Roosevelt, Oklahoma, and for the use and benefit of the citizens of the community of Snyder, Oklahoma.

IT IS THEREFORE AGREED by and between the officials of Mountain Park, Oklahoma; Roosevelt, Oklahoma; and Snyder, Oklahoma.

1. THAT said Radio Set will be installed in an ambulance based and housed at Mountain Park, Oklahoma.

2. THAT all expenses of the upkeep and care of said Radio Set, including maintenance, insurance and all other expenses, shall be paid 25% by the Town Board of the Town of Mountain Park, Oklahoma, 25% by the Town Board of the Town of Roosevelt, Oklahoma; and 50% by the City Council of the City of Snyder, Oklahoma.

Dated this 28th day of February, 1980.

(SEAL)
ATTEST:

Edna Hawkins
Town Clerk

(SEAL)
ATTEST:

James L. Louie
Town Clerk

(SEAL)
ATTEST:

Rodney Barrett
City Clerk

W. E. Motes
Chairman, Board of Trustees of
Mountain Park, Oklahoma.

Samuel Stoddard (Vice Chairman)
Chairman, Board of Trustees of
Roosevelt, Oklahoma.

[Signature]
Mayor, City of Snyder, Oklahoma.

BY-LAWS

9) KIOWA COUNTY DISTRICT THREE EMERGENCY and all
customers shall be AMBULANCE ASSOCIATION of County
as the authority:

1) The address of said association is now:

any change of address shall be by
majority vote; Mountain Park, Oklahoma;

2) The authority hereof is the joint and interlocal
agreement executed by the City of Snyder, Town of Mountain Park
and the Town of Roosevelt, all of Kiowa County, Oklahoma,
now made a part hereof by this reference as if fully repeated,
and any laws of the State of Oklahoma pertaining, together
with all resolutions adopted by said municipalities pertaining
hereto; The governing body shall have complete authority to

operate and control the ambulance service, and shall
control) Each signatory will contribute its pro-rata share to the
cost and expense of operating this ambulance service, and same
shall now be set at: one (1) per centum of the sales tax for
the use of each signatory. The present rate shall be one (1)
percent rate shall be one (1)

This contribution will be kept in a special fund or funds and
all safeguards required by municipalities of the State of
Oklahoma will be used in such regard;

4) Each signatory governmental subdivision will appoint
to an AMBULANCE BOARD to immediately govern said ambulance
association as follows: One person per signatory, by
resolution and in order to expedite business, an emergency
existing, by reason whereof, for the preservation of the
public health, peace, and safety of the citizens of the
signatory governmental subdivisions; the cost of any
ambulance supplies expended;

5) Records of all transactions shall be kept and an annual
budget shall be prepared each year on call from any signatory
municipality hereto. All records will be audited annually.

6) Powers and authority beyond the original specific
agreement of the signatory municipalities of this instrument
must be agreed on by each legal body granting the original
authority, or their successors; the cost of any
divided pro-rata, or any other way of operation shall be
so distributed.

7) The Board of Directors shall consist of three
members appointed by the signatories, the volunteer medical
technician hereof, and a fifth member appointed by such
body at large, and at the first meeting of such body they
shall: A) Nominate, elect, and appoint a chairman to preside
and control the same as befits such an office and chair all
meetings, and sign, with the secretary any documents necessary
to be signed;

B) Nominate, elect, and appoint a Vice-Chairman who
shall have the authority to act in the absence of the Chairman
with powers as stated above;

C) Nominate, elect, and appoint a Treasurer who shall
have custody of all funds and records and give receipts, and
deposit monies in a bank designated by the body;

D) Nominate, elect, and appoint a Secretary who shall
keep minutes of each meeting and all books, issue notices, and
be custodian of all property. The office of Secretary-Treasurer
may be combined by the governing body if it sees fit;

8) Meetings shall be held once per month, or on call with
proper notice of each on-call meeting. The monthly meeting
shall be held on the 3rd Monday each month, at 7 P.M., at
the Mountain Park, Oklahoma, City Hall!

9) A quorum shall be required at all meetings, and all customary rules will be followed, with Roberts Rules of Order as final authority;

10) Any change or amendment hereto shall be by majority vote;

11) Any party hereto may withdraw by Resolution adopted by its governing body for any reason, upon service upon all parties of a copy of such resolution and upon securing the payment of its pro-rata part of all bills and debts then outstanding;

12) The governing body shall have complete authority to operate and run said ambulance association, enter into all contracts, conveyances, execute notes, checks, and writings to carry out its powers and properly conduct business and receive monies and contributions from all sources including the setting or changing of rates members or non-members shall pay for the use of said ambulance service, except that the present rates shall be as follows:

- A) A Membership Fee of \$40.00 per annum will be charged for the use of ambulance service;
- B) In case a Non-Member uses this ambulance service he or she will be charged as follows:
\$40.00 pick up fee; plus
\$1.50 per mile and the cost of any non-reusable supplies expended;
- C) In case of a Code 3 pick up (dire emergency or wreck) a \$50.00 pick up fee will also be charged plus \$1.75 per mile and the cost of any non-reusable supplies expended;

13) No money will be borrowed without a Resolution from each signatory agreeing thereto;

14) The body may change the rates charges from time to time as they see fit!

15) Upon dissolution all property and monies will be divided pro-rata, or any property may be appraised and sold and so distributed, and any property leased returned to the lessor

IN WITNESS WHEREOF the said party-signatories have caused this instrument to be executed by their respective officers, such signing being duly passed and approved and authorized by proper resolution, this 9 day of April, 1984.

ATTEST: Debra Adler
City Clerk

CITY OF SNYDER, KIOWA COUNTY, OKL.
By B. A. Anderson
Mayor

Attest Edna Hawkins
Town Clerk

TOWN OF MOUNTAIN PARK, KIOWA COUNTY, OKLAHOMA
By Eddie W. Hawkins
Mayor

ATTEST: Shelma J. Moore
Town Clerk

TOWN OF ROOSEVELT, KIOWA COUNTY, OKLAHOMA
By Alvin Turner
Mayor