

THE CITY OF OKLAHOMA CITY

OFFICE OF CITY CLERK

MUNICIPAL BUILDING

200 NORTH WALKER AVE.

OKLAHOMA CITY, OKLAHOMA 73102

Ret:

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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

CLEVELAND COUNTY, OK
CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING AUTHORITY

AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE

KNOW ALL MEN BY THESE PRESENTS.

THIS AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE

of the Central Oklahoma Transportation and Parking Authority is made and entered into as of the

9th day of April, 2013, which Trust was established as of the 1st day of February, 1966.

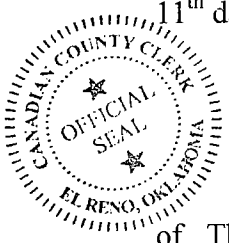
The present Trustees, being Mayor Mick Cornett, City Manager James D. Couch, Finance Director Craig Freeman, Kay Bickham, David Greenwell, Chris Kauffman, Veran Randle, and Bernard L. Semtner III, hereby amend, republish, and restate the Trust Agreement and Indenture and, further, merge and incorporate the Amendment to Trust Indenture dated the 11th day of September, 2003, to read as follows:

WITNESSETH:

THAT IN CONSIDERATION of the payment by the Trustors to the Trustees of the sum of Three Dollars (\$3.00), 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 Trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

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

201300006709
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWELLEN, COUNTY CLERK
04-25-2013 At 12:26 pm.
AMENDMENT
55.00
PG 1 OF 22
Instrument
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Doc#:R 2013 8508
Bk&Pg:RB 4004 712-733
Filed:04-11-2013 LMG
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Canadian County, OK

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ARTICLE I.
CREATION OF TRUST

The undersigned Trustors created and established a trust for the use and benefit of The City of Oklahoma City, Oklahoma, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1951, Sections 176 to 180, inclusive, as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II.
NAME

The name of this Trust is "Central Oklahoma Transportation and Parking Authority," hereinafter referred to as "Trust." Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III.
PURPOSES OF TRUST

The purposes of this Trust are:

1. Public Transportation Systems and Facilities.
 - a. To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities either within or without the territorial boundaries of The City of Oklahoma City including but not limited to the purchase, lease, construction, installation, equipping, maintenance and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State

of Oklahoma or other political subdivisions of government or for other uses that any municipality may undertake as to public transportation and the buildings and facilities thereof.

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

c. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for trust purposes.

d. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal or mixed, required for execution 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.

e. To expend all funds coming into the hands of the Trustees as revenue or otherwise in 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 the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the Beneficiary municipality.

2. Public parking systems and facilities.

a. To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public parking systems and facilities either within or without the territorial boundaries of The City of Oklahoma City including but not limited to the purchase, lease, construction, installation, equipping, maintenance and operation of such buildings and other facilities necessary for the servicing of such public parking systems and facilities or comfort and accommodation of patrons of such public parking systems and facilities, or for use by authorities or agencies of the United States of America, the State of Oklahoma or other political subdivisions of government or for other uses that any municipality may undertake as to public parking and the buildings and facilities thereof.

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

c. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public parking systems and facilities properties, and to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for trust purposes.

d. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating such public parking systems and facilities and buildings and other improvements thereto, and all properties, real, personal or mixed, required for execution 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.

e. To expend all funds coming into the hands of the Trustees as revenue or otherwise in 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 the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the Beneficiary municipality.

**ARTICLE IV.
DURATION OF TRUST**

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

**ARTICLE V.
TRUST ESTATE**

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.
2. Any and all leasehold rights demised to the Trustees by any Beneficiary as authorized and empowered by law.
3. Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

4. Cash in hand. The instruments executed for each project, and each issuance of Trustees Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

**ARTICLE VI.
THE TRUSTEES**

1. There shall be eight Trustees of this Trust.

a. The Mayor of The City of Oklahoma City shall serve as such Trustee until such time that he has been succeeded by or replaced by some other person as Mayor and such latter person shall, without any further act or conveyance, become fully vested with all the estate, properties, rights, duties and obligations of his predecessor hereunder, with like effect as if originally named as Trustee hereunder.

b. The person appointed as City Manager of The City of Oklahoma City by the governing body of the Beneficiary shall serve as such Trustee until such time that he has been succeeded by or replaced by some other person as City Manager and such latter person shall, without any further act or conveyance, become fully vested with all the estate, properties, rights, duties and obligations of his predecessor hereunder, with like effect as if originally named as Trustee hereunder. That in the event of the abolishment of the City Manager form of government for The City of Oklahoma City, then in that event, the governing body of the Beneficiary shall appoint a successor Trustee to said City Manager upon nomination by the Mayor.

c. The person appointed as Director of Finance of The City of Oklahoma City by the City Manager shall serve as such Trustee until such time that he is succeeded by or replaced by some other person as Director of Finance and such latter person shall, without any further act or conveyance, become fully vested with all the estate, properties, rights, duties and

obligations of his predecessor hereunder, with like effect as if originally named as Trustee hereunder. That in the event of the abolishment of the office of Director of Finance of The City of Oklahoma City, then in that event, the governing body of the Beneficiary shall appoint a successor Trustee to said Director of Finance upon nomination by the Mayor.

d. Five of such Trustees shall be appointed by the governing body of the Beneficiary upon nomination by the Mayor of the Beneficiary.

i. One of such five appointed Trustees shall reside outside the corporate limits of The City of Oklahoma City.

ii. Each of the Trustees so appointed shall serve a term of five years, except however, each of the appointed Trustees shall continue in such capacity until his successor has been appointed as provided in this article.

iii. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term in the same manner as that provided for the appointment of a successor to that position.

iv. The appointed Trustees shall during their term be subject to removal only by action of the District Court of Oklahoma County, Oklahoma, for cause shown.

e. Each successor duly appointed shall without any further act or conveyance 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 Trustee.

2. Appointment of Surrogate Trustees.

a. The Mayor of The City of Oklahoma City may appoint a citizen of Oklahoma City to act as Surrogate Trustee in the Mayor's absence. Such Surrogate Trustee shall take any oath of office required for the Mayor as Trustee of the Trust and shall serve at the

pleasure of the Mayor. While acting in the capacity of Surrogate Trustee for the Mayor, the Surrogate Trustee shall be vested with all the estate, property, rights, powers, duties and obligations of the Mayor as Trustee of the Trust.

b. The City Manager of The City of Oklahoma City may appoint a designee to act as Surrogate Trustee in the City Manager's absence. Such Surrogate Trustee shall take any oath of office required for the City Manager as Trustee of the Trust and shall serve at the pleasure of the City Manager. While acting in the capacity of Surrogate Trustee for the City Manager, the Surrogate Trustee shall be vested with all the estate, property, rights, powers, duties and obligations of the City Manager as Trustee of the Trust.

3. The Trustees may contract, in connection with the incurring of any bonded debt secured by the Trust Estate and/or its revenues, or any part of either or both, that a Temporary Trustee or Trustees may be appointed by the "Bank" under the Bond Indenture securing the payment of Trustees Bonds, or by holders of at least fifty percent in the amount of the then outstanding bonded indebtedness obligated to be paid by the Trustees who executed this instrument in the event of a default in the payment of principal of or interest on such debt, or any default under any instrument securing or pursuant to which such debt be incurred. A certificate shall be filed by the bank under the Bond Indenture with the City Clerk of The City of Oklahoma City, setting out the appointment of such Temporary Trustee or Trustees. Such Temporary Trustee or Trustees shall without any further act or conveyance become fully vested, together with the other Trustees with all the estate, properties, rights, powers, duties and obligations of their predecessors in trust with like effect as if originally named as Trustee herein. The City of Oklahoma City shall cease to have any power or authority in the event there is termination of all the defaults by which his appointment would have been authorized, and the permanent Trustee, temporarily supplanted, shall be automatically reinstated.

4. No Trustee who shall be Mayor of The City of Oklahoma City, City Manager of The City of Oklahoma City, or their surrogates, or Director of Finance of The City of Oklahoma City (or person designated to act as Trustee by governing board of The City of Oklahoma City in event of abolishment of City Manager form of government or Office of Director of Finance) shall be paid any compensation of any kind for his services as a Trustee of this Trust. Any temporary trustee appointed shall receive reasonable compensation for his services, to be fixed by the Bank set out in the Bond Indenture, which compensation is subject to revision by the holders of at least fifty percent in an amount of the Trustees Bonds then outstanding, to be paid from revenues of the Trust Estate.

The appointed Trustees and their successors in office may be paid reasonable compensation as approved by an affirmative vote of 3/4 of the membership of the City Council of The City of Oklahoma City for their services as Trustees of this Trust. Any such compensation may be paid from the revenues of the Trust Estate during the construction period, and thereafter from the revenues of the Trust Estate.

5. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate. The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

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

7. The Trustees shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect one or more Vice Chairs from their members who shall act as Chairman during the temporary absence or disability of the Chairman. If a permanent vacancy occurs in the office of Chairman or Vice Chairman, the Trustees shall elect a successor thereto from its members. The Trustees shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Trustees shall be open to the public to extent provided by the Oklahoma Open Meeting Act, as amended. The bonds, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party to the extent provided by the Oklahoma Open Records Act, as amended. 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 when a quorum exists.

ARTICLE VII.

POWERS AND DUTIES OF THE TRUSTEES

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

1. To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the systems and facilities designated pursuant to Paragraph One (1) and Paragraph Two (2) of Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.

2. To enter into contracts for the acquisition and construction and enlargement and improvement of buildings, works, including but not limited to, transportation vehicle terminals and way stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved, pursuant to the terms of this Trust Indenture and in compliance herewith, other than those buildings, works and other facilities to be constructed by the employees of the Trustees.

3. To enter into contracts for the acquisition and construction and enlargement and improvement of buildings, works, including but not limited to, single or multi-level parking areas above and below ground level, and facilities authorized to be acquired and constructed, enlarged and improved, pursuant to the terms of this Trust Indenture and in compliance herewith, other than those buildings, works and other facilities to be constructed by the employees of the Trustees.

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

5. To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing

works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

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

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

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

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

7. To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, to refund outstanding bonded indebtedness and to

execute therefor bonds, notes, or other evidences of indebtedness or obligations, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm, corporation or public Trust, and lease or sublease land and other property to and from the Beneficiary or others and construct, improve, repair, extend, remodel, and equip buildings, improvements and other facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United State of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things to accomplish the purposes set out in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by mortgages, liens, pledges or other encumbrances of such real and personal property, buildings, improvements and other facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

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

9. To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and subject to the provisions of Article VI (5) set forth above without limit as to amount to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

10. The Trustees shall file with the Mayor and City Council a certified copy of the annual audit made of the funds, accounts, and fiscal affairs of the Trust at the time as may be required by Section 180.1, Title 60, Oklahoma Statutes Annotated, and any amendment or addition hereto.

11. The governing body of the Beneficiary shall have the right to conduct or have conducted a complete audit of the funds, accounts and fiscal affairs of the Trust at any time at its discretion. The Trustees shall no later than August 15 of each year file with the Mayor and City Council an operating and capital budget(s) for the next fiscal year. The form of such operating budget shall be as provided by the Director of Finance, or his successor Trustee.

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

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

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

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees appointed pursuant to paragraph (3) of Article VI hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All of such expenditures shall be treated as expenses of executing this Trust.

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

**ARTICLE VIII.
BENEFICIARY OF TRUST**

1. The Beneficiary of this Trust shall be The City of Oklahoma City, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180, both inclusive, as amended, and other statutes of the State of Oklahoma as presently in force and effect. Trustors now declare that this Trust Indenture shall be irrevocable from the moment it is signed by him and delivered to the Trustees, and that it shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Indenture, except with the consent of all parties in interest.

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

**ARTICLE IX.
SECRETARY OF TRUST**

The Trustees may employ a Secretary of the Trustees to serve at their will, with compensation as set by themselves. 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. The Secretary shall keep on file a current list of the appointed Trustees and the dates their terms of office expire.

ARTICLE X.

DIVISION OF TRUST AND AMENDMENT OF INDENTURE

1. The Trustees may take actions to transfer all assets, real and personal, and obligations of the public transportation system and its facilities set forth in Article III, paragraph (1), and likewise, the public parking system and its facilities set forth in Article III, paragraph (2), into separate and distinct trusts subject to the same terms, conditions and agreements as stated in this Amended and Restated Trust Agreement and Indenture as of the date of approval of this instrument by the City Council of The City of Oklahoma City.

2. The Trust Indenture creating the Trust may be amended, without consent of the Bondholders or the Trustee Bank, in any particular, including the removal of purposes and powers related to transportation, the number or terms of Trustees or any other matter, provided in the opinion of the Municipal Counselor of the City and nationally recognized bond counsel such amendment does not adversely affect the interests of the Bondholders.

ARTICLE XI.

TERMINATION OF TRUST

This Trust shall terminate:

1. When the purposes set out in Article III of this instrument shall have been fully executed; or
2. In the manner provided by Title 60, Oklahoma Statutes 2011, Section 180, and any amendment or additions thereto.

Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

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

ARTICLE XII.

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

APPROVED by the Trustees and SIGNED by the Chairman of the Central Oklahoma Transportation and Parking Authority this 26th day of March, 2013.

ATTEST:

Richard Cain
Secretary



CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

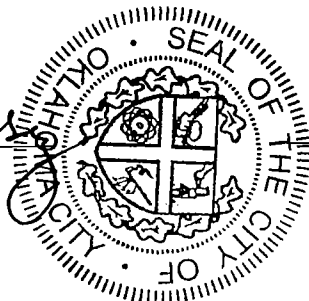
Chris Kauffman

Chris Kauffman, Chairman

APPROVED by the City Council and SIGNED by the Mayor of The City of Oklahoma City this 9th day of April, 2013.

ATTEST:

Frank Perry
City Clerk



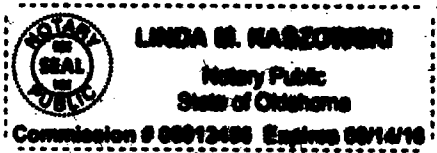
THE CITY OF OKLAHOMA CITY,
Beneficiary of the Trust

Phil C...

MAYOR

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13, by Chris Kauffman, as Chairman of the Central Oklahoma Transportation and Parking Authority.



[Signature] 00012456
Notary Public Commission No.

My Commission expires: 8/14/16

Individual Trustees of the Central Oklahoma Transportation and Parking Authority:

[Signature]
Chris Kauffman, Trustee

[Signature]
Veran Randle, Trustee

[Signature]
Bernard L. Semtner III, Trustee

[Signature]
Kay Bickham, Trustee

[Signature]
David Greewell, Trustee

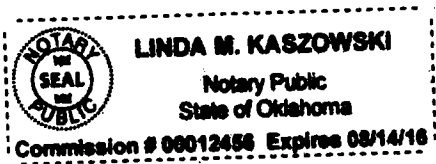
[Signature]
Craig Freeman, Trustee

[Signature]
James D. Couch, Trustee

[Signature]
Mick Cornett, Trustee

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13, by Chris Kauffman, as Trustee of the Central Oklahoma Transportation and Parking Authority.

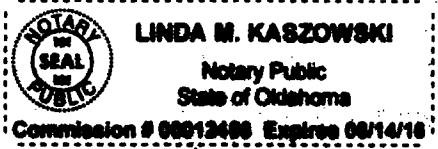


[Signature] 00012456
Notary Public Commission No.

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13,
by Veran Randle, as Trustee of the Central Oklahoma Transportation and Parking Authority.

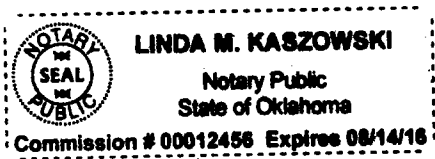


Linda M. Kaszowski
Notary Public Commission No. 00012456

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13,
by Bernard L. Semtner III, as Trustee of the Central Oklahoma Transportation and Parking
Authority.

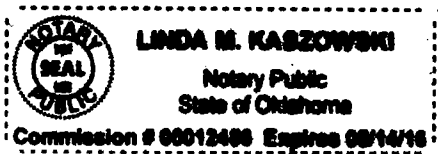


Linda M. Kaszowski
Notary Public Commission No. 00012456

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13,
by Kay Bickham, as Trustee of the Central Oklahoma Transportation and Parking Authority.

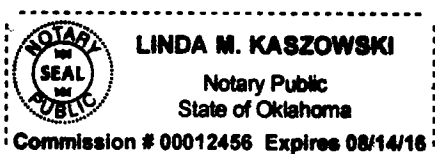


Linda M. Kaszowski
Notary Public Commission No. 00012456

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 20 13,
by David Greenwell, as Trustee of the Central Oklahoma Transportation and Parking Authority.

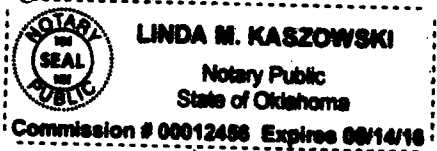


Linda M. Kaszowski
Notary Public Commission No. 00012456

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 2013, by Craig Freeman, as Trustee of the Central Oklahoma Transportation and Parking Authority.

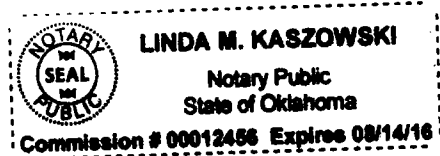


L. M. Kaszowski 00012456
Notary Public Commission No.

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 2013, by James D. Couch, as Trustee of the Central Oklahoma Transportation and Parking Authority.

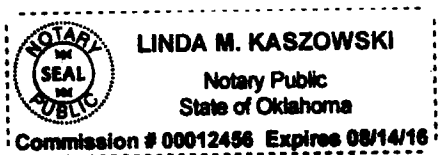


L. M. Kaszowski 00012456
Notary Public Commission No.

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 26th day of March, 2013, by Mick Cornett, as Trustee of the Central Oklahoma Transportation and Parking Authority.



L. M. Kaszowski 00012456
Notary Public Commission No.

My Commission expires: 8/14/16

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 9th day of April, 2013, by Mick Cornett, as Mayor of The City of Oklahoma City.



Dana L. Smiley 03010520
Notary Public Commission No.

My Commission expires: 8/5/15

REVIEWED for form and legality.

Maria D. Howard

Assistant Municipal Counselor

20130409010488080
Filing Fee: \$55.00
Doc. Stamps: \$.00
04/09/2013 04:05:46 PM
AMEN

