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**SECOND AMENDED DECLARATION OF TRUST
OF
THE CLINTON HOSPITAL AUTHORITY**

WHEREAS, the governing body of the City of Clinton adopted a Declaration of Trust, dated May 31, 1972, which Created the Clinton Hospital Trust Authority;

WHEREAS, the governing body of the City of Clinton amended the 1972 Trust Indenture on May 19, 1998;

WHEREAS, the Trustees of the Authority believe it to be in the best interest of the Authority and the Beneficiary to amend the Declaration of Trust to effectively represent the current and necessary future operations of the Authority and Beneficiary ;

KNOW ALL MEN BY THESE PRESENTS:

**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 successor do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Sections 176 to 180, inclusive, of Title 60, Oklahoma Statutes, 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 was created and now amended 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 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 or the governing body thereof.

**ARTICLE II
Name and Effective Date**

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as, THE CLINTON HOSPITAL 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. This Trust shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by Beneficiary.

**III
Definitions**

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“Act” shall mean the Oklahoma Public Trust Act, being Title 60, Oklahoma Statutes, Sections 176 to 180.4, as amended and supplemented.

“Authority” shall mean the Clinton Hospital Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

“Beneficiary” shall mean the City of Clinton, State of Oklahoma, acting by and through its City Council.

“Bonds” or “Notes” shall mean respectively the bonds and notes of the Authority authorized to be issued under this Trust Indenture.

“By-Laws” shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

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

“Indenture” or “Trust Indenture” shall mean this Trust Indenture as amended and supplemented from time to time.

“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.

“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 with the Beneficiary or a leasehold on such fee interest.

“Mortgage Loan” shall mean an interest-bearing obligation secured by a Mortgage.

“State” shall mean the State of Oklahoma.

“Trustees” shall mean the Trustees of the Authority.

ARTICLE IV **Purposes of Trust**

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

- (1) To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within and in reasonable proximity to the corporate limits of the City of Clinton, State of Oklahoma, and to the Beneficiary and any other governmental agencies or endeavors, hospital and public health services and facilities for the conservation and implementation of the public welfare and protection and promotion of the public health, 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.

- (2) To hold, maintain and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.
- (3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.
- (4) 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, of the Beneficiary, or for the use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporation, individuals, partnership, 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, operate and maintain railroad rights-of-way, trucking, 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 the territorial boundaries of the Beneficiary which may be useful in securing, development and maintaining such facilities, functions or activities.
- (5) To perform, on behalf of the Beneficiary, all functions, activities and powers authorized by hospital, industrial and economic development statutes as they from time to time exist.
- (6) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, person or mixed) necessary or desirable 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 al or any part of the Trust Estate and its revenues.

- (7) 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 the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.
- (8) Pursuant to 60 O.S. § 176(F), any transaction wherein this Trust proposes to finance the transaction must be approved by a two-thirds majority of the Beneficiary.

ARTICLE V
Duration

This Trust shall have duration for the term of duration of the Beneficiary 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 VI
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 VII
The Trustees

- (1) Trustees of this Trust shall be citizens and residents, freeholders within the municipal limits, or business owners within the corporate limits of the Beneficiary and shall be six (6) in number, which shall include one non-voting ex-officio member of the Council and one voting Physician member, under the following terms and conditions:
 - a. Physician Member: Eligible Physicians must (1) have current admitting privileges to Clinton Regional Hospital, (2) maintain an office within in the municipal limits of the Beneficiary and (3) see patients on regular basis. The Physician Member shall be nominated and elected by all other eligible Physicians, receive a majority approval, and be confirmed by the Beneficiary. In the event that the eligible Physicians fail to elect an appointee within 15 days of the execution of this Declaration of Trust or the expiration of any future term, the Beneficiary shall appoint a member from the group of eligible Physicians. The elected Physician shall serve a term of 3 years unless otherwise removed as provided for in this Article VII.
 - b. Council Member: shall be appointed by the Beneficiary, by resolution duly adopted and in accordance with the procedure set forth in The City Code of the City of Clinton. Such Trustee's term shall be coterminous with that person's then existing term on the Clinton City Council and shall expire at the end of such term, at which time a successor Councilman-Trustee will be appointed by the City Council in the same manner. The original Councilman to serve as a Trustee of this Trust, as appointed by the Clinton City Council, shall be _____.

c. The original Appointed Trustees, Council Member Trustee and Physician Trustee (Original Trustees) shall be those persons executing this Trust Indenture as Trustees who, by the acceptance of the beneficial interest hereunder by the governing body of the City of Clinton, Oklahoma, shall be deemed to have been appointed for staggered terms of office commencing on the date of acceptance of the beneficial interest hereunder and ending on the 1st day of July in the following years:

Original Trustee Number 1	2024	_____
Original Trustee Number 2	2025	_____
Original Trustee Number 3	2026	_____
Original Trustee Number 4	2027	_____
Original Trustee Number 5	2027	[Physician Trustee]

Upon the expiration of the remaining Original Trustees' terms of office, successor Trustees shall serve three (3) year terms and shall be appointed by the Beneficiary, in open election wherein any member of the Clinton City Council may nominate, including the Mayor or Vice Mayor, such nomination then subject to confirmation by a majority of the Clinton City Council by resolution duly adopted. Successor Trustees, other than the Councilman-Trustee will serve for three (3) year terms with no Trustee serving more than two (2) consecutive terms. Upon the occurrence of a vacancy in the office of a Trustee, a successor Trustee to serve the remainder of the unexpired term of office shall be appointed by the Clinton City Council of the Beneficiary, in the same manner as was used in filling the vacated position, by resolution duly adopted. In the event there is more than one-half (1/2) of a term remaining to be filled, the successor Trustee shall not be eligible to serve more than one successive term thereafter. In the event of reorganization of the government of the Beneficiary, all appointments of Trustees shall be made by the then governing body of the Beneficiary, by resolution duly adopted.

Notwithstanding the expiration of any stated term of office, a Trustee shall continue to serve until a successor has been appointed and qualified. Each successor Trustee shall upon appointment and the taking of the required oath, but without any further act, deed or conveyance, automatically become a Trustee hereunder and become fully vested with all the estate, properties, rights, powers, duties and obligations of his or her predecessor with like effect as if originally named as a Trustee of this Trust.

Notwithstanding the fixed term of office to which any Trustee has been elected, the Clinton City Council may at any time, by a two-thirds vote of all Councilmen, remove a Trustee for any cause or reason, or without cause or reason, as the Councilmen may determine from time to time, and elect the removed Trustee's replacement for the remainder of the removed Trustee's then existing term, by resolution duly adopted.

(2) The Trustees shall appoint a member of the Board of Trustees to act as Chairman of the Trustees and the Chairman shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the

provisions of this Trust Indenture. The Trustees shall select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

- (3) The Trustees shall appoint a Secretary of the Trustees. The Secretary may or may not be a member of the Board of 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 as public records and available for inspection at all times by any interested party.
- (4) The Trustees shall appoint a Treasurer of the Trustees. The Treasurer may or may not be a member of the Board of Trustees. The duties of the Treasurer shall be prescribed by the Trustees.
- (5) The Trustees may appoint an Executive Director the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expense incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees.
- (6) Bonds or other evidence of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.
- (7) The Trustees, the State, and the Beneficiary 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.
- (8) Notwithstanding any other provision of this Trust 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 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 specifying to whom such expenditures were paid. Such Audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to

June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.

- (10) Every person becoming a Trustee shall first 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 Clerk or Acting Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; 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 and the cost thereof shall be paid from the Trust Estate.

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 be sued.
- (2) To have a seal and alter same at pleasure.
- (3) To make and execute contracts and all other instruments necessary of convenient for the exercise of its powers and functions hereunder.
- (4) To make and alter by-laws for its obligations 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 see or be liable for the application of the purchase or 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 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; refunding or advance refunding any outstanding indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves 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 in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

- (a) Sell all Bonds, Notes or other evidence of indebtedness or obligations of the Trust at a 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, evidence 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, Notes or other evidence of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and
 - (d) Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidence of indebtedness. Any such indebtedness 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.
- (8) To purchase or redeem their Bonds, Notes or other evidence of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.
 - (9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.
 - (10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.
 - (11) 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 evidence of indebtedness or otherwise.
 - (12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the 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.

- (13) 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.
- (14) 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 the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.
- (15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon terminate of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.
- (16) 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, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.
- (17) To receive funds, money, property, collateral, services, rights and choses 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 or in aid of the construction of any facility or system and to receive and accept aid for contributions of money, labor or any other valuable things from any source.
- (18) To plan, coordinate, implement, administer or otherwise carry out the public works or other projects or programs for public purposes for the benefit of the Beneficiary.
- (19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.
- (20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

- (21) To sell any Mortgages or other personal property acquired by the Authority at public or private sale and at such price as it shall determine.
- (22) To renegotiate, refinance 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 any 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.
- (23) To renegotiate or refinance 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.
- (24) 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.
- (25) 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.
- (26) 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 evidence of indebtedness.
- (27) To procure insurance against any type of loss in such amounts, and from such insurers, as it may deem necessary or desirable.
- (28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification 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.
- (29) 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 in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.
- (30) To exercise exclusive management and control of the properties of the Trust Estate.
- (31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or property and pay for the same as they see fit.

- (32) To select depositories for the funds and securities of this Trust.
- (33) To compromise any debts or claims of or against the Trust Estate and adjust any dispute in relation to such 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 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.
- (34) 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 created hereby and the 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 ensure the tax-exempt status of any Bonds, Notes or other evidence of indebtedness issued by the Authority.

ARTICLE X **Beneficiary**

- (a) The term "Beneficiary" as used in this instrument, denotes the City of Clinton, State of Oklahoma, and likewise shall denote any municipal entity which hereafter may succeed said City as the governing authority of the territory lying within the corporate boundaries of said City on the effective date of this instrument.
- (b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or on behalf of, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to affect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all

provision 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 this Second 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 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 two-thirds (2/3) of all Trustees and any such proposed amendment must be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.
2. By-Laws of this Trust may be adopted, altered and amended by an affirmative vote of a majority of all Trustees and an affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary. 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 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 action while there be outstanding indebtedness or fixed 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 monies and properties of the Trust Estate to the extent thereof, the Trustees 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 terminate.

ARTICLE XII

Partial Ineffectiveness

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, sentences, 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 XIII
Covenant

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

IN WITNESS WHEREOF, we have hereunto set our hands, executing this Second Amended Declaration of Trust in several multiple originals, all of which constitute one and the same instrument, this ____ day of _____, 2023.

Trustor

Trustees