

182960

SECOND SUPPLEMENTAL BOND INDENTURE

BOO-2108 PAGE 433

THIS SECOND SUPPLEMENTAL BOND INDENTURE dated as of the 1st day of April, 1956, but actually executed on the date hereinafter set out, by and between William Cill Jr., and Philip J. Rhoads, Trustees of the Oklahoma City Airport Trust (hereinafter called "Trustees") and The First National Bank and Trust Company of Oklahoma City, a national banking association duly organized and doing business under the laws of the United States of America and having its office in Oklahoma City, Oklahoma, which is authorized under such laws to exercise corporate trust power (said banking association and any Bank or Trust Company appointed as successor under this Indenture being hereinafter sometimes called the "Bank")

WITNESSETH.

WHEREAS, Trustees and Bank have heretofore entered into a Bond Indenture dated April 1, 1956, which Bond Indenture contemplates and authorizes the execution of Supplemental Bond Indentures, and

WHEREAS, Trustees and Bank have heretofore entered into a Supplemental Bond Indenture dated as of April 1, 1956, but actually executed on November 7, 1956 and

WHEREAS, it is desired to make additional revisions in said Bond Indenture, NOW, THEREFORE, the Trustees and Bank hereby agree as follows

1 The first paragraph of Section 1 of Article III of the Bond Indenture is hereby amended to read as follows

"The Bonds shall be subject to redemption, at the option of the Trustees, as a whole for the purpose of refunding thereof, at any time on thirty (30) days' notice, on and after July 1, 1967, at one hundred and five (105%) percentum of the par value thereof and accrued interest, for the first year beginning July 1, 1967, thereafter such redemption premium to be progressively reduced by one-half (1/2) of one percent (1%) in each succeeding year, and shall be further subject to redemption in part by lot, only from moneys in the Sinking Fund, on any interest payment date on and after July 1, 1961, at par and accrued interest "

TREASURER'S OFFICE
10,665.00
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2 Section 1 of Article VII of the Bond Indenture is hereby amended by adding a new sub-paragraph thereto to be numbered (5) reading as follows

(5) All leases of any such additional facilities (except those leases covering additional facilities for use by the Civil Aeronautics Administration, added to the Facilities defined in Section 2 of Article IV of this Bond Indenture) shall be for a term running at least to the date of the last maturity of any such additional bonds payable from the rentals of such additional facilities "

3 Section 4 of Article VIII of the Bond Indenture is hereby amended to read as follows

"Section 4 The Trustees agree that they will carry or cause The City of Oklahoma City to carry at its own expense during the term of this Indenture, and to the extent available, (1) fire, tornado, windstorm, destruction as a result of war or insurrection, and other hazard insurance (including builder's risk insurance against such hazards during the period of construction) on the buildings constructed by Trustees and included in the Trust Estate, and all improvements, repairs and additions thereto to the full insurable value thereof, with responsible insurers for the use and benefit of the Trust Estate, and will repair or replace any destroyed or damaged property included in the said Trust Estate, (2) use and occupancy insurance on the properties constituting the Trust Estate, at least in an amount sufficient to pay the principal of and interest on all Trustees Bonds at any time outstanding including payments into reserve funds for such purposes in the amounts required by the Bond Indenture and Bank's fees and Bank expenses and Trustees' compensation and Trustees' expenses, and (3) rent insurance, payable over a period of at least one year, covering loss of rental income in the event delay in completion of the Facilities after July 1, 1958 is caused by fire and extended coverage risks, and Trustees agree to name the Trustees and the Bank as joint beneficiaries in all such insurance policies, and to pay to the Bank under the Bond Indenture all moneys received or collected as

the proceeds of insurance policies for use and occupancy and rent insurance to be credited to the Bond Fund (created by this Bond Indenture) to be used for the purpose of paying principal and interest and to meet the requirements for reserves on outstanding Trustees' Bonds."

4 Paragraph numbered (4) on page 4 of said Bond Indenture, as amended by the Supplemental Bond Indenture, is further amended to read as follows.

"(4) Their leasehold interest in and to all unexpired leases and contracts with aircraft carriers and others, including The United States of America and any agency or department thereof, pertaining to the use and occupancy of the improvements, buildings and other facilities at all of said airports, including rentals to be paid therefrom, as executed by the City and assigned by the City to the Trustees "

5 The form of Bond, Certificate of Authentication and coupons prescribed in Article II of the Bond Indenture may make reference, wherever deemed necessary by the Trustees, to this Second Supplemental Bond Indenture, or merely to Supplemental Bond Indentures, and the Trustees may, in their discretion, arrange the paragraphs of such form of Bond in such sequence as they shall deem best, and make such other minor changes in the form thereof as shall not alter the substance thereof

This Second Supplemental Bond Indenture shall be simultaneously executed in as many counterparts as may be requested by the Bank. Each such counterpart so executed shall be deemed to be an original, and all together shall constitute but one and the same instrument

IN WITNESS WHEREOF, William Gill, Jr., and Philip J Rhoads, Trustees of the Oklahoma City Airport Trust, have signed this Second Supplemental Bond Indenture, and The First National Bank and Trust Company of Oklahoma City for itself, its successor or successors, has by its execution hereof, signified its acceptance of the trust hereby created and imposed, all as of the day and year first above written.

Execution date November 28, 1956

TRUSTEES OF THE OKLAHOMA CITY AIRPORT TRUST

William Gill, Jr.
Trustee

Philip J Rhoads
Trustee

THE FIRST NATIONAL BANK AND TRUST COMPANY
OF OKLAHOMA CITY

By John H Miller
Vice President

(SEAL)
Justin H. Scherer
Cashier

BEC. 2108 FILE 436

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the 28th day of November, 1956, personally appeared William Gill, Jr., and Philip J. Rhoads, Trustees of the Oklahoma City Airport Trust, the makers of the above and foregoing instrument of writing, and to me further known to be the identical persons who subscribed the names of the makers thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of Oklahoma City Airport Trust 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 year and day aforesaid

[Signature]
Notary Public

(SEAL)

My commission expires _____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the 28th day of November, 1956, personally appeared John H. Miller, to me known to be the Vice President of The First National Bank and Trust Company of Oklahoma City, and to me further known to be the identical person who subscribed the name of The First National Bank and Trust Company of Oklahoma City, as Bank, one of the makers thereof, to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, The First National Bank and Trust Company of Oklahoma City, as Bank, 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.

[Signature]
Notary Public

(SEAL)

My commission expires _____

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS: THIS INSTRUMENT WAS FILED FOR RECORD ON PAGE 433
THE 10 DAY OF Nov, 1956, AT 2:39 O'CLOCK A.M. AND DULY RECORDED.
JOB FITTS, COUNTY CLERK FEE 3.00 BY *[Signature]* DEPUTY