ON ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 10th day of June, 1949,

by Nolan G. Mathwin, hereinafter referred to as the Trustor, and Nolan G. Mathwin, Henry Baker, Stanley Levine, John B. Harris and John Mosley...

and their respective successors in office, to be known as the Trustees of the Chickasha Industrial Authority, who shall be and are hereinafter referred to as Trustees of the said Authority (hereinafter referred to as Trust) herein set out.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

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

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer any public works, improvements or facilities, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, and otherwise perform the duties Trust Indenture - Page 1
and functions required in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

1. To promote the development of industry within and without the territorial limits of the Beneficiary municipality and to provide additional employment which will benefit and strengthen the economy of the Beneficiary and the State of Oklahoma.

2. 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 United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, either within or without the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining industrial and manufacturing activities.

3. To lease, rent, furnish or provide such property, buildings, improvements and facilities for use by industrial and manufacturing firms, businesses, or concerns upon such terms as the Trustees may deem suitable; and to relinquish, rent, dispose of, or otherwise make provisions for properties owned or controlled by Trust but no longer needed for Trust purposes.

4. To perform on behalf of the Beneficiary the functions and powers as authorized by industrial development statutes.
(3) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities, and all properties (real, personal or mixed) needful 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.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE IV

DURATION OF TRUST

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

ARTICLE V

THE TRUST ESTATE.

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees, and dedicated by the Trustor and others to be used for trust purposes.

(2) And all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of $10.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.
The instruments executed for each project, and such 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) The Trustees shall be five (5) in number who shall be the Mayor of the Beneficiary, two (2) members of the City Council of the Beneficiary, and two (2) other persons. The Mayor shall select the four additional Trustees. The Trustees who are members of the said City Council shall serve as Trustees for as long as they are members of the said City Council. Their successors shall be appointed by the Mayor from the then membership of the said City Council. The two additional Trustees shall serve until removed by the Mayor. All of the appointments and removals made by the Mayor shall be subject to the approval of the said City Council.

The original Trustees shall be Nolan G. Methvin, Henry Baker, Stanley Levine, John B. Harris and John Mosley.

(2) The person who shall be the Mayor of the Beneficiary, shall become automatically the Chairman of the Trustees and 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 elect a Secretary of the Trustees who may or may not be a Trustee. The Trustees may elect assistant Secretaries of the Trustees who may or may not be Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all of their financial transactions, all such minutes, books and records must be on file in the office of the Trust. The Assistant Secretary or Secretaries shall act in the place of the Secretary during the latter's absence or incapacity to act. All meetings of the Trustees shall be open to the public and all books, records and minutes shall be considered as public records and available for inspection at all times by any interested party.

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

(5) The City Manager of the Beneficiary shall serve as the general manager for the Trust Estate. 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 Estate, and may fix their duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. The said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate, or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, or of the Beneficiary, or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.
(3) 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.

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

ARTICLE 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, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Article 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 of facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith, other than those facilities to be constructed by the employees of the Trustees;
(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing 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 whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

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

(5) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in actions, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.
(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.
(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To 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 Trustees or Trustees or Receiver appointed pursuant to paragraph 6 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 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 Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1961, Sections 176, to 180, inclusive, as amended and supplemented, and other statutes of the State of Oklahoma presently in force and effect. Trustor now declares that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination from and after the date any indebtedness is incurred by the Trustees.

(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 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
TERM 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 1961, Section 180. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after 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 powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

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.

Nolan G. Methvin, Trustor

Stanley Baker

John Baker

Nolan G. Methvin

Stanley Baker

Trustees
STATE OF OKLAHOMA (SS)
COUNTY OF GRADY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 12th day of June, 1969, personally appeared Nolan G. Metherlin, to me known to be the person who executed the within and foregoing instruments and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

[Signature]
Notary Public


STATE OF OKLAHOMA (SS)
COUNTY OF GRADY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 12th day of June, 1969, personally appeared Nolan G. Metherlin, Henry Baker, Stanley Levine, John B. Harris and John Mosley to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

[Signature]
Notary Public

THIS INDENTURE, made this 2nd day of March, 1970, between the Chickasha Industrial Authority (hereinafter called "Authority"), a public trust, of Grady County, in the State of Oklahoma, and The First National Bank and Trust Company of Oklahoma City, Oklahoma, (hereinafter called "Bank"), witnesseth that said Authority, in consideration of the sum of $10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey, all of the following described real estate situated in Grady County in the State of Oklahoma, to wit:

Beginning at a point 412.2' North of Center of Section 29, T7N, R7W, I.M., thence South 72°23' East a distance of 160', thence North 47°41' East a distance of 265', thence North 37°38' East a distance of 467', thence North 13°00' East a distance of 105', thence North 66°46' East a distance of 553', thence North 37°30' East a distance of 106', thence East a distance of 431', thence North 64°06' West a distance of 525.7', thence North 31°21' East, a distance of 200', thence North 58°39' West a distance of 1383.2', thence North a distance of 144.15', thence East a distance of 155.57', thence North 60' to a point on the Section line between Sections 20 and 29, thence East along the Section line a distance of 207.93', thence North a distance of 665', thence East 350' to a point on the East side of Section 20 thence North a distance of 1210.15', thence on a curve to the right in a South-westerly direction having a radius of 287.94' a distance of 625', thence North 54°55' West a distance of 483.4', thence on a curve to the left having a radius of 1432.69' a distance of 572.11', thence North 77°48' West a distance of 1146', thence South a distance of 2381', thence West a distance of 155.57' to the N/W corner of the NE/4 of Section 29, thence South a distance of 2228' to the point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever, constituting a mortgage on said real property in favor of the Bank, subject to the rights created by a mortgage dated March 2, 1970, by and between the Chickasha Industrial Authority and Oklahoma National Bank and Trust Company of Chickasha, Oklahoma and The First National Bank and Trust Company of Chickasha, Oklahoma.

This conveyance is intended as a second mortgage to secure the payment of a Note dated February 26, 1970 in favor of the Bank and executed by the Chairman of the Trustees of Chickasha Municipal Authority on behalf of the Chickasha Municipal Authority, payable on August 26, 1970, together with interest thereon at a rate of 7% per annum.

Said Authority hereby covenants that it is the owner in fee simple of said premises and that they are free and clear of all encumbrances except the encumbrances and liens created by the above-mentioned first mortgage; that it has good right and authority to convey and encumber the same, and it will warrant and defend the same against the lawful claims of all persons whomsoever.
Said Authority further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the Authority will pay to the Bank reasonable attorneys' fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of a petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

NOW, if the Chickasha Municipal Authority shall pay or cause to be paid to the said Bank the said sum of money in the above-described Note, together with the interest thereon according to the terms and tenor of said Note, then these presents shall be wholly discharged and void; otherwise, shall remain in full force and effect.

Said Authority waives Notice of Election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement loss.

IN WITNESS WHEREOF, said Authority hereunto sets its hand and seal this the 2nd day of March, 1970.

[Signature]

Chairman

[Seal]
STATE OF OKLAHOMA
COUNTY OF GRADY

BEFORE ME, the undersigned, a Notary Public in and for said State, on the 2nd
day of March, 1970, personally appeared Nolan Methvin, Chairman and John Mosley,
Secretary of the Trustees of the Chickasha Industrial Authority, 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 the said
Authority 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 September 16, 1972

TREASURER'S ENDORSEMENT
I HEREBY CERTIFY THAT I RECEIVED $_____
AND ISSUED RECEIPT NO. ______ THEREFOR
IN PAYMENT OF MORTGAGE TAX ON THE
WITHIN MORTGAGE,
DATED THIS ___ DAY OF ______ , 19__
L. G. Mosley, County Treasurer

[Signature]
Deputy

STATE OF OKLAHOMA
GRADY COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD
OF THE ___ DAY OF __________, 19__
IN BOOK ___ AT ___ ON PAGE ___.
Lona Mollett, County Clerk

[Signature]
SECURITY AGREEMENT

This Security Agreement, dated as of the 2nd day of March, 1970, by and between
the Trustees of the Chickasha Industrial Authority (hereinafter called "Authority"),
a public trust, and the Chickasha Municipal Authority (hereinafter together with all
successors and assigns called "Mortgagee"), WITNESSETH:

WHEREAS, the Chickasha Industrial Authority has been created by a certain Trust
Indenture dated as of [insert date] 1961 designating certain individuals as Trustees
of the Chickasha Industrial Authority for the use and benefit of the City of Chickasha,
Oklahoma (hereinafter called "City") under authority of and pursuant to the provisions
of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust
Act, and other applicable statutes and laws of the State of Oklahoma; and

WHEREAS, the Chickasha Municipal Authority has been created by a certain Trust
Indenture dated as of May 26, 1966 designating certain individuals as Trustees of the
Chickasha Municipal Authority for the use and benefit of the City of Chickasha, Oklahoma
(hereinafter called "City") under authority of and pursuant to the provisions of Title 60,
Oklahoma Statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust Act, and other
applicable statutes and laws of the State of Oklahoma; and

WHEREAS, under the terms and provisions of the Trust Indenture creating the
Chickasha Industrial Authority, the Chickasha Industrial Authority is authorized to
borrow monies and to pledge, mortgage and encumber the assets, properties and revenues
of the Authority; and

WHEREAS, the Trustees of the Chickasha Industrial Authority desire to develop an
Industrial Park within the city limits of the City of Chickasha, Oklahoma for the purpose
of the development of industrial jobs and related jobs for the citizens of the City of
Chickasha and the surrounding area; and

WHEREAS, a grant has been obtained by the Chickasha Industrial Authority from
the Economic Development Administration, United States of America, whereby the EDA will
grant to the Chickasha Industrial Authority a sum in the amount of $795,000 for develop-
ment of said Industrial Park contingent upon the Chickasha Industrial Authority matching
those funds with funds from local sources; and

WHEREAS, the total of the $795,000 from EDA and the $795,000 from local funds
will be used to develop said Industrial Park by the construction of water lines, sewer
lines and streets; and

WHEREAS, the Chickasha Municipal Authority is desirous of this Project being
completed in order that it will improve the economic climate in the City of Chickasha
by providing more jobs of a diversified nature to the citizens and residents of
Chickasha; and

WHEREAS, the water and sewer systems serving the City of Chickasha which are
leased to the Chickasha Municipal Authority will be improved and extended by the ex-
penditure of these monies and additional revenues will be produced by the extension
thereof and the improvements and extensions to the systems will be to the extent of the
respective Construction Accounts hereinafter set out and said funds will be used for
the very purposes for which the Construction Accounts were created under the terms
of the hereinafter mentioned Bond Indentures and therefore the pledge to the Bondholders
under the hereinafter mentioned Bond Indentures will be maintained; and

Security Agreement
WHEREAS, the Chickasha Municipal Authority has certain funds in Construction Accounts Numbers 6307005 and 6297005 in The First National Bank and Trust Company of Oklahoma City, Oklahoma, said funds representing part of the proceeds of bonds issued pursuant to $1,775,000 Chickasha Municipal Authority Water, Sewer and Sanitation Gross Revenue Bonds, Series 1968, Bond Indenture dated July 1, 1968 and the $430,000 Chickasha Municipal Authority Water, Sewer and Sanitation Gross Revenue Bonds, Series 1969, Bond Indenture dated July 1, 1969; and

WHEREAS, The First National Bank and Trust Company of Oklahoma City, Oklahoma has agreed to make a loan in the amount of $200,000 to the Chickasha Municipal Authority said loan being secured by a pledge of the Construction Accounts mentioned above subject to the rights of the holders of Bonds issued pursuant to the above-mentioned Bond Indentures, and a Second Mortgage on the 97-acre Industrial Tract, granted by the Chickasha Industrial Authority to The First National Bank and Trust Company of Oklahoma City, Oklahoma as further security on the note by and between the Trustees of the Chickasha Municipal Authority and The First National Bank and Trust Company of Oklahoma City, Oklahoma; and

WHEREAS, the Trustees of the Chickasha Municipal Authority deem it desirable and advisable that the aforementioned loan with The First National Bank and Trust Company of Oklahoma City, Oklahoma be made to the Chickasha Municipal Authority; and

WHEREAS, the Trustees of the Chickasha Municipal Authority deem it desirable and advisable that they make a loan of $200,000 to the Chickasha Industrial Authority for a period of six months at an interest rate of 7% to be secured by this Security Agreement by and between the Trustees of the Chickasha Industrial Authority and the Trustees of the Chickasha Municipal Authority, said loan to be used by the Chickasha Industrial Authority as part of the aforementioned matching funds; and

WHEREAS, to evidence an indebtedness of the Authority to the Mortgagee for the loan made to the Authority, the Authority has executed and delivered to the Mortgagee the Chickasha Industrial Authority Promissory Note, $200,000, of even date herewith in the principal sum of $200,000 payable to the order of the Mortgagee (said Note, as well as any and all extensions, renewals, substitutions and changes in form thereof which may be from time to time and for any term or terms effective being hereinafter referred to collectively as the "Note"); and

WHEREAS, the Chickasha Industrial Authority will pledge to the Mortgagee to maintain its Construction Accounts in a sum total equal to not less than $200,000 while the Note is outstanding; and

WHEREAS, the Chickasha Industrial Authority will pledge to the Mortgagee to pay off the indebtedness at the end of six months with the monies in its Construction Accounts in the event the revenues are not available from elsewhere with which to retire the Note and to pay interest, attorneys' fees, advanced recording fees and other related expenses from other funds of the Authority; and

WHEREAS, the Chickasha Industrial Authority hereby agrees that no expenditures will be made from its Construction Accounts without the explicit and written approval of the Mortgagee except that expenditures may be made by the Chickasha Industrial Authority without approval of the Mortgagee as long as such expenditures do not deplete the Construction Accounts to a sum total less than $200,000;
NOW, THEREFORE, THIS SECURITY AGREEMENT WITNESSETH, that in consideration of
the principal indebtedness evidenced by the Note and to secure the payment thereof and
all other sums due or to become due under said Note and this Security Agreement and
the performance of all other provisions hereunder and of said Note on the part of
the Authority to be performed, and in consideration of the sum of $1.00 and other
valuable considerations, the receipt of which is hereby acknowledged, intending to
be legally bound by these presents, the Authority does hereby grant, bargain, sell,
convey, mortgage and pledge unto the Mortgagee and creates a security interest in
favor of the Mortgagee in the aforementioned Construction Accounts of the Chickasha
Industrial Authority;

TO HAVE AND TO HOLD the aforesaid mortgaged accounts unto the Mortgagee, its
successors and assigns, forever, subject to the provisions above set out, as security
for payment of (a) the Note and (b) any and all sums which the Mortgagee may expend
or become obligated to expend (including but not limited to court costs, attorneys'
fees, abstracting expense and receiver's fees), to preserve or protect the Mortgaged
Property, all of which expenditures shall be payable at once and without demand from
the Authority to the Mortgagee (all of the foregoing being hereinafter referred to
collectively as the "Secured Indebtedness").

All of the covenants, terms, provisions and conditions hereof shall be binding
upon and inure to the benefit of the successors and assigns of the parties hereto,
and shall be governed as to validity, interpretation, effect, and in all other respects,
by the laws and decisions of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement
the day and year first above written in multiple counterparts, each of which shall, for
all purposes, constitute an original copy hereof.

TRUSTEES OF THE CHICKASHA INDUSTRIAL AUTHORITY

[Signature]
Chairman

TRUSTEES OF THE CHICKASHA MUNICIPAL AUTHORITY

[Signature]
Chairman

Security Agreement
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STATE OF OKLAHOMA  )
COUNTY OF GRADY     ) SS

BEFORE ME, the undersigned, a Notary Public in and for said State, on the 26th
day of February, 1970, personally appeared Nolan Methvin, Chairman and John Mosley,
Secretary of the Trustees of the Chickasha Industrial Authority, 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 the said Authority 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.

Helen Dewbury
Notary Public

My commission expires September 16, 1972

STATE OF OKLAHOMA  )
COUNTY OF GRADY     ) SS

BEFORE ME, the undersigned, a Notary Public in and for said State, on the 26th
day of February, 1970, personally appeared Nolan Methvin, Chairman and Donna Jones,
Secretary of the Trustees of the Chickasha Municipal Authority, 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 the said Authority 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.

Helen Dewbury
Notary Public

My commission expires September 16, 1972

STATE OF OKLAHOMA  )
GRADY COUNTY     ) SS

THIS INSTRUMENT WAS FILED FOR RECORD
on the 26th day of February, A.D., 1970
in Book 872, at 4:30 P.M., and duly recorded
in Book 872, on Page 490.

By Lona Mollett, County Clerk

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