

**TRUST INDENTURE
CREATING
THE NORMAN PARKING AND TRANSIT AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the ____ day of _____, 2023, by Larry Heikkila, referred to as the Trustor, and Larry Heikkila, Austin Ball, Lauren Schueler, Kelly Lynn, Helen Grant, Rarchar Tortorello, Elizabeth Foreman, Stephen Holman, and Matthew Peacock and their respective successors as provided herein, to be known as the Trustees of the Norman Parking and Transit Authority, who shall be and are hereinafter referred to as Trustees of said Authority, hereinafter referred to as “Authority” or “Trust”, hereby creates and establishes a public trust for the use and benefits of The City of Norman, Oklahoma (referred to herein as the “City”) the (“Beneficiary”) pursuant to the terms of Title 60, Okla. Stat. 2021, Sections 176 *et seq.* and prescribes the terms thereof as follows:

NOW THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable 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 heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees’ successors and assigns, but nevertheless in trust, for the use and benefit of the City of Norman, State of Oklahoma, such City being hereby designated and hereinafter referred to as “Beneficiary” and upon the trusts, terms and conditions hereinafter stated.

**ARTICLE I
Creation of Trust**

The undersigned Trustor recreates, creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest she may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II

Name and Effective Date of Trust

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

ARTICLE III Definitions

"Act" shall mean the Oklahoma Public Trust, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Norman Parking and Transit 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 Norman, State of Oklahoma, acting by and through its City Council.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority to be issued under this 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.

"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 or a leasehold on such fee interest.

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

"State" shall mean the State of Oklahoma.

“Trust Indenture” shall mean this Trust Indenture dated as of _____, 2023.

“Trustees” shall mean the Trustees of the Authority.

ARTICLE IV Purposes of Trust

The purposes of this Trust are:

- (1) To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any public parking and transit systems and facilities within the territorial boundaries of the City of Norman 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 and transit systems and facilities or for the comfort and accommodation of patrons of such public parking and transit systems and facilities, or for other uses the Beneficiary may undertake as to public parking and transit and the buildings and facilities thereof.
- (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 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 and transit systems and facilities properties, and to dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.
- (4) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, and operating such public parking and transit 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.
- (5) To expend all dedicated sales tax revenues from the Beneficiary’s Public Transit Sales Tax or any other similarly dedicated sales tax for the explicit purposes set forth in such dedicated sales tax on behalf of the Beneficiary and in furtherance of Trust purposes.

- (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 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.
- (7) To enter into Memorandums of Understanding or contracts with other public entities, including but not limited to, the Cleveland County Board of Commissioners, the City of Norman, State Agencies and other governmental entities within or outside of the State of Oklahoma.

ARTICLE V Duration of the Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI The Trust Estate

The Trust Estate shall consist of:

- (1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.
- (2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.
- (3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.
- (4) Cash in the sum of \$10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII The Trustees

- (1) The Trustees of this Trust shall be Larry Heikkila, Austin Ball, Lauren Schueler, Kelly Lynn, Helen Grant, Rarchar Tortorello, Elizabeth Foreman, Stephen Holman, and Matthew Peacock and their successors, appointed for terms that run concurrently with each Trustee's

term as councilmember. Each successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and becomes fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

- (2) The Mayor of the City shall serve as Chair of the Authority. The person who shall be the Chair of the Authority shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this 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 Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.
- (3) The duly acting City Clerk shall serve as Secretary of the Authority, and the Trustees may select one or more Assistant Secretaries of the Authority. The Secretary (and in his/her absence, an Assistant Secretary) shall keep minutes of all meetings of the Authority 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 Authority. All meetings of the Authority shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Authority shall be considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.
- (4) The City Finance Director shall serve as Treasurer of the Authority and the Trustees may select one or more Assistant Treasurers of the Authority.
- (5) The City Manager of the City of Norman shall serve as General Manager and/or Executive Director for 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 Estate, 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 expenses incurred in the performance of their duties hereunder. The General Manager and/or Executive Director may not be a Trustee.
- (6) The Authority is 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 evidence of indebtedness to be issued by the Authority shall not constitute an indebtedness of the State or the Beneficiary or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Authority payable solely from the Trust Estate.
- (8) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations 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.
- (10) 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 listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The default fiscal year shall be from July 1 to June 30. The cost of the foregoing audits shall be paid from the Trust Estate.
- (11) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or 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 by law and as 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 of Oklahoma and the cost thereof shall be paid from funds of the Trust.

ARTICLE VIII
Powers and Duties of the Trustees

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

- (1) To sue and be sued.
- (2) To have a seal and alter same at pleasure.
- (3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.
- (4) To make and alter by-laws for its 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 plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any public parking and transit systems and facilities designated pursuant to Paragraph One (1) of Article IV hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.
- (7) 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 improvement, and equipment and vehicles necessary for the operation of transit and parking services pursuant to the terms of this Trust Indenture and in compliance herewith.
- (8) 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.
- (9) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust for the purpose of acquiring or constructing works and facilities and equipment and vehicles 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 at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and
- 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; and
- d. Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and
- e. 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 evidences 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.

- (10) 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.
- (11) 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 individual, 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 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 IV 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.

- (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 and parking and transit services.
- (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) 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 thereto.
- (15) 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 June 1 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 City's Director of Finance.
- (16) To exercise exclusive management and control of the properties of the Trust Estate.
- (17) To 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.
- (18) To select depositories for the funds and securities of this Trust.
- (19) 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.

- (20) 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 insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X Beneficiary of Trust

- (1) The Beneficiary of this Trust shall be the City of Norman, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.
- (2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition 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, except as herein provided. 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 only then, the Beneficiary shall receive the residue of the Trust Estate.
- (3) The Trust is solely and exclusively for public purposes; and it is solely for the benefit, betterment and the furtherance of the public purposes of the City of Norman, Oklahoma and its inhabitants and citizens; and all assets, property, moneys, income, gain or other things of value now owned by the Trust, or that may at any time come into control or direction of the Trust or its Trustees, or any interest the Trust may have or hereinafter acquire therein, be and the same are hereby exclusively and perpetually dedicated solely to the public interests of the City of Norman, and to the public purposes for which the Trust was created and all pursuant to the public purposes and functions of the Beneficiary of the Trust, the City of Norman, Oklahoma.
- (4) The Beneficiary will have access at all times to the books and records of the Trust.

ARTICLE XI
Adoption and Amendment of By-Laws;
Amendment and Termination of Trust

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 shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of 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.

This Trust shall terminate -

- (1) When the purposes set out in Article IV of this instrument shall have been fully executed; or
- (2) 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

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.

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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Larry Heikkila, Trustor

Larry Heikkila, Trustee

Lauren Schueler, Trustee

Helen Grant, Trustee

Elizabeth Foreman, Trustee

Matt Peacock, Trustee

Austin Ball, Trustee

Kelly Lynn, Trustee

Rachar Tortorello, Trustee

Stephen Holman, Trustee

Date Signed: _____

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STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 2023, appeared Larry Heikkila, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

Notary Public

(SEAL)

My commission expires _____
Commission No. _____

[illegible]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ____ day of _____, 2023, personally appeared Larry Heikkila, Austin Ball, Lauren Schueler, Kelly Lynn, Helen Grant, Rarchar Tortorello, Elizabeth Foreman, Stephen Holman, and Matthew Peacock, and further known to me to be the identical person who subscribed their name to the foregoing instrument, as Trustee, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

Notary Public

(SEAL)

My commission expires _____
Commission No. _____

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Norman, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the City Clerk of said City, pursuant to direction of the City Council of said City, this ____ day of _____, 2023.

CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

(SEAL)