

RECORDATION NO. 20778 FILED

JUL 21 '97 11-15 AM

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July 21, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Agreement (1997-A), dated as of July 1, 1997, primary documents as defined in the Board's Rules for the Recordation of Documents and the following secondary documents related thereto: Head Lease Supplement (1997-A), dated July 16, 1997, Sublease Agreement (1997-A), dated as of July 1, 1997, Sublease Supplement (1997-A), dated July 16, 1997, and Leasehold Pledge Agreement (1997-A), dated as of July 1, 1997.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement  
and  
Head Lease Supplement

Head Lessor: Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202

Head Lessee: State Street Bank and Trust Company  
of Connecticut, N.A.  
225 Franklin Street  
Boston, Massachusetts 02101

RECORDATION NO. 20778-A, D FILED

JUL 21 '97 11-15 AM

RECORDATION NO. 19156-A FILED

JUL 21 '97 11-15 AM  
URBAN A. LESTER

RECORDATION NO. 20476-A FILED

JUL 21 '97 11-15 AM

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TRANSPORTATION  
BOARD

*Counter photo - E. Williams*

Mr. Vernon A. Williams  
July 21, 1997  
Page 2

Sublease Agreement  
and  
Sublease Supplement

Sublessor: State Street Bank and Trust Company  
of Connecticut, N.A.  
225 Franklin Street  
Boston, Massachusetts 02101

Sublessee: Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202

Leasehold Pledge Agreement

Pledgor: Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202

Pledgee: State Street Bank and Trust Company  
of Connecticut, N.A.  
225 Franklin Street  
Boston, Massachusetts 02101

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A of the Head Lease Supplement.

Some of the railcars covered by this filing are also covered under Recordation Number 19156, and the remainder of the railcars covered by this filing are covered under Recordation Number 20476. Accordingly, could you kindly cross index this filing to the filings under those Recordation Numbers.

Also enclosed is a check in the amount of \$168.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams  
July 21, 1997  
Page 3

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

*Robert W. Alvord*  
EMC

Robert W. Alvord

RWA/bg  
Enclosures

RECORDATION NO. 20778 FILED

JUL 21 '97 11-15 AM

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LEASE AGREEMENT  
(1997-A)

dated as of July 1, 1997

between

REGIONAL TRANSPORTATION DISTRICT

Head Lessor,

and

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A.,  
not in its individual capacity, but  
solely as Trustee,

Head Lessee.

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Lease and Sublease of Light Rail Vehicles

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Exhibit A - Form of Lease Supplement

- Schedule A of Lease Supplement - Equipment
- Schedule 1 of Lease Supplement - Head Lease Rent Allocation
- Schedule 2 of Lease Supplement - Basic Head Lease Rent Payments
- Schedule 3 of Lease Supplement - Head Lease Stipulated Loss Values
- Schedule 4 of Lease Supplement - Minimum Funding Amounts
- Schedule 5 of Lease Supplement - Debt and Equity Service Amounts
- Schedule 6 of Lease Supplement - Debt and Equity Repayment Amounts

This LEASE AGREEMENT (1997-A) dated as of July 1, 1997 (this "Lease") is between REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, as Head Lessor, and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., a national banking association, not in its individual capacity but solely as Trustee, as Head Lessee.

W I T N E S S E T H :

WHEREAS, the Equity Investor and the Trustee have entered into the Trust Agreement pursuant to which the Equity Investor has created the Trust for the benefit of the Equity Investor, and the Trustee is authorized and directed to execute and deliver this Lease and the other Operative Documents; and

WHEREAS, the Head Lessee desires to lease from the Head Lessor and the Head Lessor is willing to lease to the Head Lessee the Equipment upon the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Head Lessor and the Head Lessee agree as follows:

SECTION 1. Definitions and Rules of Usage. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in Appendix A to the Participation Agreement (1997-A), dated as of July 1, 1997 among the Head Lessor, the Head Lessee, Pitney Bowes Credit Corporation, as Equity Investor, and AIG-FP Funding (Cayman) Limited, as Lender, and the rules of usage set forth therein shall apply hereto.

SECTION 2. Leasing of Equipment. Subject to the terms and conditions of the Participation Agreement, on the Closing Date the Head Lessor shall lease the Equipment to the Head Lessee and the Head Lessee shall lease the Equipment from the Head Lessor, such leasing to be evidenced by, and effective from, the execution by the Head Lessor and the Head Lessee of the Lease Supplement in substantially the form attached hereto as Exhibit A.

SECTION 3. Lease Term and Rent.

(a) Head Lease Term. The Head Lease Term for each Item of Equipment shall commence on the Closing Date and shall terminate on the Head Lease Termination Date, unless earlier terminated in accordance with the express provisions hereof.

(b) Basic Head Lease Rent.

(i) The rent for the lease of the Items of Equipment for the Head Lease Term ("Basic Head Lease Rent") is specifically allocated to the use of the Items

of Equipment for each Head Lease Period in Schedule 1 in the column labeled "Head Lease Rent Allocation". Such Basic Head Lease Rent shall be due from and payable by the Head Lessee to the Head Lessor, and the Head Lessee agrees to pay the same, in two installments each in the amount shown in Schedule 2 to the Head Lease Supplement in the column labeled "Basic Head Lease Rent Payments", the first installment payable on the Closing Date being the "Advance Rent Payment" and the second installment payable on the Deferred Rent Payment Date being the "Deferred Rent Payment". The Advance Rent Payment shall be allocated to the Head Lease Periods specified in Schedule 1 to the Head Lease Supplement as corresponding to the Advance Rent Payment and the Deferred Rent Payment shall be allocated to the remaining Head Lease Periods.

(ii) The Advance Rent Payment, the Deferred Rent Payment and the Head Lease Stipulated Loss Values for an Equipment Lot, and the allocation of rent hereunder, are subject to adjustment prior to the Closing Date on the same basis, criteria and principles as provided in Section 3(d) of the Sublease in respect of comparable amounts payable under the Sublease.

(iii) The Basic Head Lease Rent Payments for an Item of Equipment is the Relevant Percentage of the Basic Head Lease Rent Payments.

(c) Supplemental Head Lease Rent.

The Head Lessee shall also pay to the Head Lessor Supplemental Head Lease Rent promptly as the same shall become due. The Head Lessee shall also pay as Supplemental Head Lease Rent interest at the Overdue Rate on any Basic Head Lease Rent or Supplemental Head Lease Rent (collectively, "Head Lease Rent") not paid when due for any period for which the same shall be overdue.

(d) Withholding Taxes.

Notwithstanding anything herein to the contrary, any payments of Head Lease Rent hereunder shall be reduced by the amount of any withholding taxes required to be withheld on any such payment under Applicable Law. The payment of any Head Lease Rent due hereunder net of such withholding taxes shall be deemed payment in full of such Head Lease Rent. Neither the Head Lessee nor the Equity Investor shall have any liability to the Head Lessor with respect to any such withholding taxes. The Head Lessor agrees to indemnify and hold harmless the Head Lessee, the Equity Investor or any Affiliate of either thereof for any liability incurred by any of the foregoing in respect of any such withholding taxes, including, without limitation, interest, penalties and additions to taxes.

(e) Manner of Payment.

All Head Lease Rent shall be paid by the Head Lessee to the Head Lessor at its principal office as set forth below its signature at the end of the Participation Agreement, or to

such other address as the Head Lessor may specify, in immediately available funds, so that the Head Lessor receives the full amount of such payment no later than 1:00 p.m. (New York City time) on the due dates thereof.

(f) Limited Recourse.

The Head Lessor acknowledges that, except as provided in Section 23 of the Participation Agreement, the Head Lessee's obligation to pay Head Lease Rent hereunder is limited to, so long as the Lien of the Loan Agreement has not been discharged pursuant to Section 7.01 thereof, any amounts released to the Head Lessee pursuant to Sections 3.01 (clause second), Section 3.02 (clause third) and Section 3.04(b) of the Loan Agreement and, after the Lien of the Loan Agreement has been discharged pursuant to Section 7.01 thereof, the Trust Estate. The Head Lessor further acknowledges and agrees that its rights and remedies with respect to the Head Lessee are without recourse and shall be limited to the Trust Estate, subject to the Lien of the Loan Agreement, and neither the Trustee, the Equity Investor nor any other Person shall have any liability for claims of the Head Lessor against the Head Lessee, except as expressly provided in Section 23 of the Participation Agreement.

SECTION 4. Net Lease; Absolute Obligation to Pay Head Lease Rent. This Lease is a net lease. The Head Lessee acknowledges and agrees that its obligations to pay all Head Lease Rent due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including any setoff, counterclaim, recoupment, defense or other right which the Head Lessee may have against the Head Lessor or any other Person for any reason whatsoever. Except as provided in Section 3(d), no payment of Head Lease Rent shall be subject to any abatement, diminution or reduction, and the Head Lessee agrees that it will not seek to recover from the Head Lessor all or any part of the Head Lease Rent so paid for any reason whatsoever, including any present or future claims of the Head Lessee against the Head Lessor or any other Person under this Lease or otherwise. Notwithstanding any other provision of this Section 4 to the contrary, the Head Lessee shall not be impaired in the exercise of any right it may have to assert and sue upon any claim it may have against the Head Lessor in a separate action.

SECTION 5. Representations, Warranties and Agreements.

(a) EXCEPT AS OTHERWISE PROVIDED IN THE OPERATIVE DOCUMENTS AND WITHOUT WAIVING ANY RIGHTS THE HEAD LESSEE HAS THEREUNDER WITH RESPECT TO THE HEAD LESSOR OR ANY OTHER PERSON, THE HEAD LESSEE AGREES THAT IT LEASES THE EQUIPMENT "AS-IS" AND "WHERE-IS" AND THE HEAD LESSOR DOES NOT MAKE NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, WORKMANSHIP, DESIGN, OPERATION, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION, PERFORMANCE OR MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THE EQUIPMENT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER

DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, AS TO THE ABSENCE OF INFRINGEMENT OF A PATENT, TRADEMARK OR COPYRIGHT OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ANY PART THEREOF.

(b) The Head Lessor covenants that during the Head Lease Term, so long as no Event of Default shall have occurred and be continuing, the Head Lessee's rights under this Lease, including the possession, use or quiet enjoyment of each Item of Equipment, shall not be interrupted by the Head Lessor or any Person claiming any interest in such Item of Equipment by, through or under the Head Lessor (including the Owner and any party to any German Lease Document).

(c) Head Lessor will perform when due and comply with its obligations under each German Lease Document to which it is a party, and will not take any action that would cause a default under any German Lease Document to which it is a party or cause the German Lease or the rights of the German Lessee to be canceled, terminated or forfeited except pursuant to the exercise of the German Lessee's rights pursuant to clauses 10.1 and 15.1 of the German Lease.

#### SECTION 6. Possession, Operation, Use and Maintenance.

##### (a) Possession and Use.

The Head Lessee will sublease the Equipment to the Sublessee pursuant to the Sublease and, in the event the Successor Sublease Option or the Sublease Renewal Option is elected by the Sublessor and all the requirements of Section 14 of the Sublease are satisfied with respect thereto, the Head Lessee will sublease the Equipment following the Sublease Expiration Date to a Successor Sublessee or the Sublessee, as the case may be, in accordance with Section 14 of the Sublease. Following the termination of (i) the Sublease Renewal Term, if any, or any initial Successor Sublease entered into pursuant to Section 14(d)(ii) of the Sublease or (ii) the Sublease Term if the Head Lessee has elected the Return Option, the Head Lessee may sublease the Equipment to any other Person (including without limitation a Successor Sublessee), provided any such sublease shall not extend beyond the end of the Head Lease Term and shall be expressly subject and subordinated to this Lease.

##### (b) Maintenance.

The Head Lessee, at its own expense, will maintain, repair and service, or cause to be maintained, repaired and serviced, the Equipment in accordance with the provisions of Section 6(c) of the Sublease which are incorporated herein for such purpose, mutatis mutandis; provided, however, that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee or an Acceptable Sublease with an Acceptable Sublessee, the Head Lessee shall be deemed to have complied with this Section 6(b) whether or not the Sublessee

actually complies with Section 6(c) of the Sublease and so long as the Head Lessee exercises reasonable diligence in enforcing such comparable maintenance provisions of the Successor Sublease or Acceptable Sublease; provided, further, that the Head Lessee shall be deemed to have complied with its obligations under this Section 6(b) in respect of any Successor Sublease or Acceptable Sublease so long as it takes such actions as may be reasonably requested by the Head Lessor to enforce such comparable maintenance provisions.

SECTION 7. Inspection. The Head Lessor or its authorized representatives may, on reasonable notice, inspect the Equipment; provided, that unless an Event of Default shall have occurred and be continuing hereunder, inspections shall occur on not more than one occasion in any twelve month period. All such inspections of the Equipment shall be visual, walk-around inspections and shall not, unless an Event of Default shall have occurred and be continuing hereunder, include opening any panels or bays and, in any event, shall be conducted, so long as there is no Event of Default hereunder, so as not to unreasonably interfere with the normal conduct of the Head Lessee's or any sublessee's or subsublessee's business or the operation and maintenance of the Equipment. Unless an Event of Default shall have occurred and be continuing hereunder, any inspection or observation made pursuant to this Section 7 shall be at the sole expense and risk of the Head Lessor. The Head Lessor shall not have any duty to make any such inspection or incur any liability or obligation by reason of not making any such inspection. Notwithstanding the above, during the Sublease Term, any Successor Sublease Term or any Acceptable Sublease Term, the Head Lessor's right to inspect the Equipment shall be the same as the inspection rights set forth in Section 7 of the Sublease or the comparable provision of any Successor Sublease or Acceptable Sublease.

SECTION 8. Replacement and Ownership of Parts; Alterations, Modifications, Additions and Substitutions. The Head Lessee, at its own expense, shall comply with the provisions of Section 8 of the Sublease regarding replacement of Parts, ownership of Parts and alterations, and modifications and additions to the Equipment which are incorporated herein for such purposes mutatis mutandis; provided, however, that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee or an Acceptable Sublease with an Acceptable Sublessee, the Head Lessee shall be deemed to have complied with this Section 8 whether or not the Sublessee or the Successor Sublessee or the Acceptable Sublessee actually complies with such provisions; provided, further, that the Head Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Successor Sublease or any Acceptable Sublease. Notwithstanding the foregoing, the Head Lessee shall be deemed to have complied with its obligations under this Section 8 in respect of any Successor Sublease or any Acceptable Sublease so long as it takes such actions as may be reasonably requested by the Head Lessor to enforce such provisions of such Successor Sublease or Acceptable Sublease.

SECTION 9. Event of Loss; Replacement.

(a) Event of Loss.

Upon the occurrence of an Event of Loss:

(i) During the Sublease Term, any Successor Sublease Term or any Acceptable Sublease Term, the Head Lessee will apply any payments received under Section 9(a)(i) of the Sublease (or any comparable provision of the Successor Sublease or Acceptable Sublease or, with respect to an Event of Loss described in Section 19(b) hereof, Section 17 of the Sublease or any comparable provision of the Successor Sublease or Acceptable Sublease) to pay, to the Head Lessor on the Loss Payment Date: (A) the Relevant Percentage for such Item of Equipment of the amount set forth in Schedule 3 to the Head Lease Supplement opposite the date which is the Basic Rent Payment Date next succeeding the Loss Payment Date (the "Head Lease Stipulated Loss Value") plus (B) any overdue Basic Head Lease Rent that was due and payable prior to such Loss Payment Date remaining unpaid, plus (C) in the case of an Event of Loss with respect to all Items of Equipment, all Supplemental Head Lease Rent due and owing on the Loss Payment Date by the Head Lessee to the Head Lessor;

(ii) in the event the Sublessee or any Successor Sublessee or Acceptable Sublessee elects to substitute for any Item of Equipment suffering an Event of Loss a Replacement Item of Equipment pursuant to alternative (ii) of Section 9(a) of the Sublease (or the comparable provision of any Successor Sublease or Acceptable Sublease), such replacement Item of Equipment shall become subject to this Lease and shall be deemed an Item of Equipment for all purposes hereof to the same extent as the Item of Equipment originally leased hereunder;

(iii) in the event the Sublease or any Successor Sublease or Acceptable Sublease is no longer in effect, upon the occurrence of an Event of Loss the Head Lessee shall pay to the Head Lessor on the Loss Payment Date the amounts set forth in (A), (B) and (C) of clause (i) above.

(b) Non-Insurance Payments Received on Account of an Event of Loss.

(i) The Head Lessor and the Head Lessee agree that any payments as described in Sections 9(b), (c) or (d) of the Sublease (or the comparable provision in any Successor Sublease or Acceptable Sublease) will be applied as provided in such provisions and otherwise as the interests of the Head Lessor, the Head Lessee and the Sublessee (or any Successor Sublessee or Acceptable Sublessee) may appear. In the event the Sublease or any Successor Sublease or Acceptable Sublease is no longer in effect, any such payments shall be divided between the Head Lessee and the Head Lessor as their interests may appear.

(ii) All payments received by the Head Lessor, the Sublessor, the Sublessee, any permitted sub-sublessee or any other Person from any government or any agency or instrumentality thereof for any Item of Equipment requisitioned for use by such government, agency or instrumentality after the Sublease Term and during the Head

Lease Term shall be paid over to, or retained by, the Sublessor (unless the Sublessee shall have exercised the Purchase Option, in which case all such payments shall be paid over to, or retained by, the Sublessee) and any such payments received for use of such Item of Equipment for any period after the Head Lease Term shall be paid over to, or retained by, the Head Lessor.

SECTION 10. Insurance. The Head Lessee, at its own expense, will maintain insurance with respect to the Equipment in accordance with the provisions of Section 10 of the Sublease which are incorporated herein for such purpose, mutatis mutandis; provided, however, that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee or an Acceptable Sublease with an Acceptable Sublessee which contains insurance provisions comparable to Section 10 of the Sublease, the Head Lessee shall be deemed to have complied with this Section 10 whether or not the Sublessee or the Successor Sublessee or Acceptable Sublessee actually complies with such provisions; provided, further, that the Head Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Successor Sublease or Acceptable Sublease. Notwithstanding the foregoing, the Head Lessee shall be deemed to have complied with its obligations under this Section 10 in respect of any Successor Sublease or Acceptable Sublease so long as it takes such actions as may be reasonably requested by the Head Lessor to enforce such provisions of any Successor Sublease or Acceptable Sublease.

SECTION 11. Liens. The Head Lessee shall comply with the provisions of Section 11 of the Sublease, which are incorporated herein for such purpose, mutatis mutandis, but its obligation thereunder shall be limited to the assets of the Trust Estate; provided, however, that so long as the Sublessee or any Successor Sublessee or Acceptable Sublessee or any of their respective successors or assigns shall be the sublessee of the Equipment, the obligations of the Head Lessee contained in this Section shall be deemed to be satisfied without any further action by the Head Lessee; provided, further, that the Head Lessee shall exercise reasonable diligence in enforcing the provisions of any Successor Sublease or Acceptable Sublease comparable to Section 11 of the Sublease. Notwithstanding the foregoing, the Head Lessee shall be deemed to have complied with its obligations under this Section 11 in respect of any Successor Sublease or Acceptable Sublease so long as it takes such actions as may be reasonably requested by the Head Lessor to enforce such provisions of such Successor Sublease or Acceptable Sublease.

The Head Lessor shall not directly or indirectly create, incur, assume or suffer to exist any Liens on the Equipment other than (a) during the Sublease Term, Permitted Liens, (b) Sublessor's Liens and Liens arising by, through or under the Head Lessee, and (c) as otherwise provided in Section 11(c) and 14(d) of the Participation Agreement. The Head Lessor agrees that it will, at its own cost and expense, promptly take such action as may be necessary duly to discharge promptly any Lien on the Equipment (other than those described in clause (a), (b) and (c) of the preceding sentence) and will hold harmless and indemnify on an After-Tax Basis, the Trustee, the Equity Investor, the Lender and their respective Affiliates and the Trust Estate and the Collateral against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal fees and expenses, of

whatsoever kind and nature and any reduction in the amount payable out of the Trust Estate or the Collateral imposed on, incurred by or asserted against any of the foregoing in respect of the imposition, enforcement or removal of any such Liens.

**SECTION 12. Return of the Equipment.** Unless the Head Lessee has exercised its purchase option under Section 13, the Head Lessee will, on the Head Lease Termination Date, return the Equipment (except any Item of Equipment deemed to have suffered an Event of Loss), free and clear of any Liens (other than Liens arising by, through or under the Head Lessor or the Sublessee), and in the same condition as when possession of the Equipment was returned to the Head Lessee by the Sublessee or any Successor Sublessee or Acceptable Sublessee, ordinary wear and tear excepted, and in the condition required by Section 6(b).

**SECTION 13. Purchase Option.** The Head Lessee shall have the option to purchase the Equipment for an amount equal to (a) the then estimated Fair Market Sales Value of the Head Lessor's residual interest in the Equipment (less the Head Lease Stipulated Loss Value Residual Portion) at the time of the exercise of such option, plus (b) an amount equal to the Head Lease Stipulated Loss Value less the Head Lease Stipulated Loss Value Residual Portion, upon the occurrence of the following events (and provided that the Sublessee does not exercise its Purchase Option):

(a) January 2, 2012, the Sublease Renewal Termination Date, or the Head Lease Termination Date;

(b) the Head Lessee exercises its preemptive election under Section 15(c) of the Sublease to take possession of the Equipment once the Sublessee has given notice of its intent to terminate the Sublease pursuant to Section 15(a) of the Sublease; or

(c) an Event of Default occurs and is continuing under the Sublease.

The Head Lessee shall notify the Head Lessor in writing whether it will purchase such interest in the Equipment pursuant to this Section 13: (i) not less than 90 days prior to the Head Lease Termination Date, the Sublease Renewal Termination Date or January 2, 2012, as the case may be; (ii) concurrently with the exercise of its preemptive election as described in clause (b) above; and (iii) at any time within one year of the declaration of an Event of Default under the Sublease. If the Head Lessee elects to purchase such interest in the Equipment pursuant to this Section 13, upon payment to the Head Lessor of an amount equal to the applicable purchase price, plus all other amounts owing by the Head Lessee to the Head Lessor pursuant hereto (whether as Basic Head Lease Rent or Supplemental Head Lease Rent), all of the Head Lessor's right, title and interest in the Equipment shall be deemed automatically to have been transferred by the Head Lessor to the Head Lessee or its designee, "as-is, where-is", without recourse or warranty of any kind, except with respect to the absence of Liens (other than Sublessor's Liens). The Head Lessee shall prepare and the Head Lessor shall execute, a termination of this Lease and a bill of sale or other instrument providing for the transfer of the Equipment as the Head Lessee may reasonably request, all at the expense of the Head Lessee. Upon compliance by the

Head Lessee with the provisions of this Section 13, this Lease shall terminate except in respect of liabilities and obligations of the Head Lessee which have accrued but not been paid or which are in dispute as of the date of such transfer.

SECTION 14. Events of Default. The following events shall constitute Events of Default hereunder; provided that no such event shall constitute an Event of Default if caused by, or otherwise directly or indirectly attributable to, the Head Lessor, the Sublessee or any Event of Default under the Sublease;

(a) The Head Lessee shall fail to make any payment of Basic Head Lease Rent when due and such failure shall continue for a period of five Business Days after receipt of written notice of non-payment from the Head Lessor, or the Head Lessee shall fail to make any payment of Supplemental Head Lease Rent and such failure shall continue unremedied for a period of 30 days after receipt by the Head Lessee of a written notice of non-payment from the Head Lessor; or

(b) the Head Lessee shall fail to perform or observe any other material covenant or condition to be performed or observed by it hereunder in any material respect and such failure shall not have been cured for a period of 30 days after receipt by the Head Lessee of written notice thereof from the Head Lessor; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no Event of Default shall occur so long as the Head Lessee is diligently attempting to cure and does so within 180 days of such receipt; or

(c) the Head Lessee shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy, insolvency or other similar laws (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against the Head Lessee in any such proceeding, or the Head Lessee shall, by voluntary petition, answer or consent, seek relief under the provisions of any other now existing or future bankruptcy, insolvency or other similar law providing for the reorganization or winding-up of corporations or for an agreement, composition, extension or adjustment with its creditors; or shall adopt a resolution of liquidation; or

(d) a petition against the Head Lessee in a proceeding under applicable bankruptcy, insolvency or similar laws as now or hereafter in effect shall be filed and shall not be withdrawn or dismissed within 90 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations or other entities which may apply to the Head Lessee, any court of competent jurisdiction shall assume jurisdiction, custody or control of the Head Lessee or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unvacated for a period of 90 days; or

(e) an order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of the Head Lessee, a receiver, trustee, assignee or liquidator or similar official of the Head Lessee, or of any substantial part

of its property or sequestering any substantial part of the property of the Head Lessee, and any such order, judgment or decree or appointment or sequestration shall remain in force undismissed, unstayed or unvacated, for a period of 90 days after the date of entry thereof; or

(f) any additional proceeding similar to those referred to in Section 14(c), (d) or (e) above for the relief of financially distressed debtors under the laws of any jurisdiction is entered into by the Head Lessee voluntarily; or any additional proceeding similar to those referred to in Section 14(c), (d) or (e) above for the relief of financially distressed debtors under the laws of any jurisdiction is entered into by or with respect to the Head Lessee involuntarily and shall remain in force undismissed, unstayed or unvacated for a period of 90 days.

**SECTION 15. Remedies.** Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the Head Lessor may, at its option and sole discretion, declare this Lease to be in default by a notice to the Head Lessee, and at any time after this Lease shall be declared in default pursuant to this sentence, unless such declaration shall have been rescinded, the Head Lessor may, subject to the proviso in this Section 15, in its sole discretion do, and the Head Lessee shall comply with, one or more of the following with respect to the Equipment, as the Head Lessor in its sole discretion shall elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, Applicable Law then in effect:

(a) cause the Head Lessee, upon the written demand of the Head Lessor and at the Head Lessee's expense, to, and the Head Lessee shall, promptly return any Items of Equipment as the Head Lessor may demand to the Head Lessor or its order; or

(b) terminate this Lease as to all of the Equipment or any Item of Equipment, or exercise any other right or remedy which may be available under any Applicable Law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof; or

(c) the Head Lessor, by written notice to the Head Lessee specifying a payment date which is not earlier than 10 nor more than 30 days from the date of such notice, may demand that the Head Lessee pay to the Head Lessor on the payment date specified in such notice, as liquidated damages for loss of bargain and not as penalty (in lieu of Head Lease Rent payable after such payment date), all unpaid Head Lease Rent due prior to such payment date plus the Head Lease Stipulated Loss Value less the Head Lease Stipulated Loss Value Residual Portion;

provided, however, that if and for so long as the Lien of the Loan Agreement has not been discharged pursuant to Section 7.01 thereof with respect to the Collateral (which includes this Lease), the Head Lessor shall have the right to demand, collect, sue for or otherwise receive and enforce payment of the Basic Head Lease Rent solely out of amounts described in Section 3(f) and compliance by the Head Lessee with the terms of this Lease, including, without limitation, the right to proceed by court action to enforce performance of this Lease or to recover any

amounts owing to it solely out of the amounts described in Section 3(f) of this Lease, but shall not have the right to require the return of any Item of Equipment or to terminate this Lease.

The Head Lessor and the Head Lessee hereby acknowledge that irreparable damage would result if this Lease is not specifically enforced, and that, therefore, the rights of the Head Lessor and the Head Lessee under this Lease may be enforced by a decree of specific performance issued by a court of competent jurisdiction and appropriate equitable relief may be applied for and granted in connection therewith.

SECTION 16. Assignment.

(a) The Head Lessee will not, without the prior written consent of the Head Lessor and, so long as the Lien of the Loan Agreement has not been discharged in accordance with the terms thereof, the Lender, assign any of its rights or obligations hereunder except as expressly permitted by the Operative Documents. Without the prior written consent of the Head Lessee and, so long as the Lien of the Loan Agreement shall not have been discharged in accordance with the terms thereof, the Lender, the Head Lessor will not assign or convey any of its rights or obligations hereunder except as otherwise expressly permitted by the Operative Documents and no such assignment or conveyance by the Head Lessor shall be effective, and any payment due to the Head Lessor hereunder shall continue to be payable to the Head Lessor (determined without reference to such assignment or conveyance), unless and until the Head Lessor gives notice in writing of such assignment or conveyance (and immediately upon receipt of such notice the Head Lessor shall record such assignment or conveyance, and the name and address of the transferee, in a register maintained to show the ownership of the Head Lessor's interest hereunder). Until the Head Lessee is notified and consents, as required by this Section 16 (no such consent being required if such transfer is expressly permitted without such consent under the Operative Documents), and records such transfer in accordance with the preceding sentence, any such purported transfer shall be null and void. The Head Lessor shall provide (A) United States Internal Revenue Service Form W-8 (or any successor form) (certification of foreign status) to the Head Lessee prior to (i) the payment by the Head Lessee of the Deferred Rent Payment, (ii) the transfer to the Sublessee of the Head Lease Rights and Obligations pursuant to the Sublessee's exercise of the Purchase Option under the Sublease, (iii) the transfer of the Head Lease Rights and Obligations pursuant to an early termination of the Sublease or this Head Lease or (iv) an assignment by the Head Lessee of any interest under this Head Lease or (B) such other forms as may be necessary to establish an exemption from U.S. withholding tax at such times as may be requested by the Head Lessee. The Head Lessor shall provide such other forms and otherwise reasonably cooperate in respect of avoiding any withholding tax payable in respect of the transactions contemplated by the Operative Documents. The Head Lessee shall hold for its own account and, to the extent relevant under Applicable Law as agent for the other parties to the Operative Documents, any such forms and shall provide access to the register referenced in this Section 16 upon written request.

(b) Without limiting the provisions of Section 16(a), the Head Lessee shall maintain at its principal office a register in which provision shall be made for the registration

of any assignment by the Head Lessor of its right to receive payment under this Head Lease (including the name and address of any such assignee, the date of the assignment and the percentage of the Head Lessor's right to receive payment under this Head Lease so assigned, all of which shall be certified to the Head Lessee by the Head Lessor). The Head Lessee is hereby appointed as the registrar for the purpose of registering assignments by the Head Lessor as herein provided. The Head Lessee shall not register any such assignment unless it is in compliance with the applicable provisions of this Section 16.

SECTION 17. Acknowledgment of Assignment for Security. In order to secure the indebtedness evidenced by the Loan Certificates and all other amounts owing to the Lender under the Operative Documents, the Head Lessee has agreed in the Loan Agreement, among other things, to assign to the Lender a first priority security interest in its rights under this Lease. The Head Lessor hereby consents to such assignment and acknowledges receipt of copies of the Loan Agreement, it being understood that such consent shall not affect any requirement or the absence of any requirement for any consent under any other circumstances. Unless and until the Head Lessor shall have received written notice from the Lender that the Lien of the Loan Agreement has been discharged pursuant to Section 7.01 thereof, the Lender, to the extent provided in, and subject to the exceptions contained in, the Loan Agreement, shall have the right to exercise the rights of the Head Lessee under this Lease to give consents, approvals, waivers, notices or the like, to make elections, demands or the like and to take any other discretionary action under this Lease as though named as the Head Lessee herein and no amendment or modification of, or waiver by or consent of the Head Lessee in respect of, any of the provisions of this Lease shall be effective unless the Lender shall have joined in such amendment, modification, waiver or consent or shall have given its prior written consent thereto to the extent set forth in and subject in each case to the exceptions set forth in the Loan Agreement.

SECTION 18. Acceptable Head Lease Collateral.

(a) Requirement to Provide. If, on the Basic Term Expiration Date the Sublessee has not elected the Purchase Option and the Sublessor has, or is deemed to have, elected the Sublease Renewal Option, the Return Option or the Successor Sublease Option, then not later than the day 30 days after the Basic Term Expiration Date, the Head Lessee must provide to the Head Lessor, and maintain throughout the remainder of the Head Lease Term and until all amounts owing under this Lease are paid in full, Acceptable Head Lease Collateral to secure the Head Lessee's obligation to pay the Deferred Rent Payment and Head Lease Stipulated Loss Values when due.

(b) Satisfaction of Requirement. Acceptable Head Lease Collateral consists of the following:

(i) The Head Lessee may fund an account (the "Head Lease Collateral Account") and grant to the Head Lessor a first priority perfected security interest over all of the Head Lessee's right, title and interest in, to and under the Head Lease Collateral Account and all Collateral Account Permitted Investments therein to secure the

payment to the Head Lessor of the Deferred Rent Payment and Head Lease Stipulated Loss Value. The Head Lease Collateral Account shall have a mandatory funding schedule which, subject to the following provisions of this Section 18(b)(i), the Head Lessee must meet, at specified minimum amounts (the "Minimum Funding Amounts") for each year of the Head Lease Term following the Basic Term Expiration Date as set forth on Schedule 4 to the Head Lease Supplement. Cash on deposit in the Head Lease Collateral Account shall be invested only in Collateral Account Permitted Investments and in such manner that the Head Lessor is granted a first priority perfected security interest over all such Collateral Account Permitted Investments as and from the time they are made. The Head Lessee shall deposit into the Head Lease Collateral Account on the date such amounts are payable (x) a portion of the Basic Rent for the Equipment during the Sublease Renewal Term or a portion of the Basic Rent during any Successor Sublease Term and (y) a portion of the basic rent for the Equipment during any Acceptable Sublease Term, in each case in excess of the sum of the Debt Service Amounts and the Equity Service Amounts in respect of such dates as set forth on Schedule 5 to the Head Lease Supplement (each such excess being an "Excess Service Amount"). The Head Lessee shall also deposit into the Head Lease Collateral Account so much of the stipulated loss value, if any, paid by the Sublessee or the Successor Sublessee or the Acceptable Sublessee during the Sublease Renewal Term or a Successor Sublease Term, or an Acceptable Sublease Term, as the case may be, which is in excess of the Debt Repayment Amounts and Equity Repayment Amounts as set forth on Schedule 6 to the Head Lease Supplement (such excess being the "Excess Termination Amount"). The Head Lessee may satisfy and shall be deemed to have satisfied its obligations to fund the Lease Collateral Account with the Minimum Funding Amounts for the entire Lease Term and through the Deferred Rent Payment date by effecting any one of the following arrangements:

(A) if the Sublease is renewed for the Sublease Renewal Term, by assigning to the Head Lessor its rights to receive Basic Rent thereunder in an amount equal to the Excess Service Amount and stipulated loss value thereunder in an amount equal to the Excess Termination Amount payable under the Sublease during the Sublease Renewal Term (subject to a first priority security interest in favor of the Lender to the extent of the Debt Service Amounts and the Debt Repayment Amounts and a second priority security interest in favor of the Equity Investor to the extent of the Equity Service Amounts and the Equity Repayment Amounts);

(B) if a Successor Sublease is entered into (but only to the extent basic rent under the Successor Sublease includes any Excess Service Amount and stipulated loss values thereunder include any Excess Termination Amount) by assigning to the Head Lessor the Head Lessee's rights to receive basic rent thereunder in an amount equal to the Excess Service Amount and stipulated loss value in an amount equal to the Excess Termination Amount payable under the Successor Sublease during the Successor Sublease Term (subject to a first priority

security interest in favor of the Lender to the extent of the Debt Service Amounts and the Debt Repayment Amounts and a second priority security interest in favor of the Equity Investor to the extent of the Equity Service Amounts and the Equity Repayment Amounts; or

(C) In order to secure the Head Lessee's obligations hereunder after the Basic Term Expiration Date if the Sublessee has not elected to exercise its Purchase Option, the Head Lessee hereby assigns to the Head Lessor, and grants a second priority security interest to the Head Lessor in, all of the Head Lessee's right, title and interest in and to the Sublease during the Sublease Renewal Term, any Successor Sublease or Acceptable Sublease and the proceeds thereof, other than Excluded Payments, Excepted Rights, Equity Service Amounts and Equity Repayment Amounts and as provided in the next succeeding paragraph, subject in each case to the first priority Lien of the Loan Agreement. The Head Lessor agrees to cooperate with Head Lessee and release such assignment if at any time after the Basic Term Expiration Date, Head Lessee requests that Head Lessor release such assignment in consideration for receipt of other Acceptable Lease Collateral. If on the Sublease Basic Termination Date, the Head Lessee, as Sublessor, renews the Sublease or enters into a Successor Lease, the Head Lessee's obligation to provide collateral under Section 18(a) and (b) shall be deemed satisfied by the foregoing assignment.

(ii) the Head Lessee may provide for the benefit of the Head Lessor an irrevocable standby letter of credit issued by a bank or other financial institution or company which meets the Minimum Credit Rating Requirements, which letter of credit shall be in effect until at least the Deferred Rent Payment Date and shall be drawable upon an Event of Default and which shall have at all times during the term of such letter of credit a stated amount at least equal to the highest Head Lease Stipulated Loss Value set forth on Schedule 3 to the Head Lease Supplement for any period during the remainder of the Head Lease Term, and thereafter, the highest Minimum Funding Amount. If at any time the letter of credit issuer ceases to meet the Minimum Credit Rating Requirements, the Head Lessee shall replace such issuer with an issuer meeting the Minimum Credit Rating Requirements or with some other form of Acceptable Head Lease Collateral; or

(iii) the Head Lessee may provide for the benefit of the Head Lessor an absolute and unconditionally guaranty or other equivalent undertaking which shall be in effect until at least the Deferred Rent Payment Date and which shall be (A) from a bank or other financial institution or company meeting the Minimum Credit Rating Requirements, and (B) a guaranty of the Head Lessee's obligation at all times to pay Head Lease Stipulated Loss Value for any period during the Head Lease Term and thereafter, for the highest Minimum Funding Amount. If at any time the guarantor ceases to meet the Minimum Credit Rating Requirements, the Head Lessee shall, on or prior to the 60th day following the occurrence of such event, be obligated to replace such

guaranty with a guaranty conforming to the requirements of this clause (iii) or with some other form of Acceptable Head Lease Collateral;

(iv) the Head Lessee may provide a letter of credit (as described in clause (ii) above) or guaranty (as described in clause (iii) above) from the Equity Investor so long as the Equity Investor meets the Minimum Credit Rating Requirements. If at any time the Equity Investor ceases to meet the Minimum Credit Rating Requirements, the Head Lessee shall be obligated to replace the Equity Investor as guarantor or letter of credit issuer, as the case may be, in accordance with clause (ii) or (iii) above as may be applicable; or

(v) the Head Lessee may provide any other collateral reasonably acceptable to the Head Lessor in its sole discretion, so long as such collateral provides to the Head Lessor security at least as satisfactory to the Head Lessor as that specified in Section 18(b)(i), (ii), (iii), or (iv) above.

(c) Documentation. All documentation required in connection with the performance by the Head Lessee of its obligations under this Section 18 shall be in form and substance reasonably satisfactory to the Head Lessor, and the Head Lessor shall receive an opinion of nationally recognized counsel reasonably satisfactory to the Head Lessor, in form and substance reasonably satisfactory to the Head Lessor, as to the enforceability of such documentation, the creation and perfection of any security interests thereunder and other matters reasonably requested by the Head Lessor. The Head Lessee shall, at the Equity Investor's sole cost and expense (but must do so even if the Equity Investor fails to pay), do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as the Head Lessor shall reasonably require for accomplishing the purposes of and carrying out obligations of the Head Lessee to provide Acceptable Head Lease Collateral as contemplated by this Section 18.

#### SECTION 19. Liability of the Head Lessee Limited; German Lease.

(a) Except as otherwise specifically provided in the Participation Agreement, all and each of the representations, warranties, undertakings and agreements made in this Lease on the part of the Head Lessee are made and intended not as personal representations, warranties, undertakings and agreements by or for the purpose or with the intention of binding the Trust Company personally, but are made and intended for the purpose of binding only the Trust, with all recourse being limited to the Trust. This Lease is executed and delivered by the Head Lessee solely in the exercise of the powers expressly conferred upon it under the Trust Agreement. Except as otherwise specifically provided in the Participation Agreement or any other Operative Document, no personal liability or responsibility is assumed by the Trust Company or the Head Lessee thereunder and no such liability or responsibility shall at any time be imposed on the Trust Company or the Head Lessee on account of any representation, warranty, undertaking or agreement hereunder of the Trust Company or the Head Lessee either express or implied, all such personal liability, if any, being expressly waived by the Head Lessor

provided, however, that nothing in this Section 19 shall be construed to limit the scope or substance of the liability of the Trust Company (A) in its individual capacity as expressly set forth in any Operative Document, (B) in respect of the representations, warranties and agreements of the Trust Company in its individual capacity, as expressly set forth in any Operative Document to which the Trust Company and/or the Head Lessee is a party, and (C) in its individual capacity and as Trustee for the consequences of its own gross negligence or willful misconduct or the failure to use ordinary care in the administration of funds.

(b) The Head Lessor and the Head Lessee acknowledge that this Lease is subject and subordinate to the German Lease Documents and that their respective rights hereunder are subject to the Owner's ownership interest in the Equipment. The leasing of an Item of Equipment hereunder will terminate without further act if the German Lease expires or terminates with respect to such Item of Equipment in circumstances where the Head Lessor is unable to continue to lease such Item to the Head Lessee. Upon the termination of the leasing hereunder of such Item of Equipment pursuant to the preceding sentence an Event of Loss shall be deemed to have occurred with respect thereto and the obligations of the Lessee and the rights of the Head Lessor hereunder and under the other Operative Documents shall survive such termination.

#### SECTION 20. Head Lessor Limited Liability.

Notwithstanding anything contained in this Lease to the contrary, the Head Lessor and the Head Lessee acknowledge and agree that any amounts payable hereunder by the Head Lessor shall be payable solely from any dedicated reserves established by the Head Lessor on the Closing Date for amounts payable under the Lease, any current fiscal year appropriated expenditures for amounts payable under the Lease and any other amounts which the Head Lessor annually appropriates for future amounts payable hereunder. The Head Lessor and Head Lessee acknowledge and agree that the Head Lessor's annual right to appropriate amounts for such future year expenditures payable under this Lease is a right reserved to the Head Lessor, to be exercised in its sole discretion, without any mandatory requirement to make such appropriation. The Head Lessor's payment obligations under this Lease shall not constitute an impermissible indebtedness or "multiple fiscal year direct or indirect debt or other financial obligation whatsoever" under Article X, Section 20 of the Colorado Constitution.

#### SECTION 21. Miscellaneous.

##### (a) Notices.

All notices and other communications required under the terms and provisions hereof shall be given and shall be effective in accordance with the provisions of Section 22(a) of the Participation Agreement.

(b) Counterparts.

This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(c) Amendments.

Neither this Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by both parties.

(d) Agreement to Lease.

This Lease shall constitute an agreement of lease, and nothing contained herein shall be construed as conveying to the Head Lessee any right, title or interest in the Equipment except as a lessee only.

(e) GOVERNING LAW.

THIS LEASE SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO.

(f) Benefit and Binding Effect.

The terms and provisions of this Lease shall inure to the benefit of and be binding on the Head Lessor and the Head Lessee and their respective successors and permitted assigns.

(g) Service of Process and Jurisdiction; Waiver of Immunity.

The provisions of Section 17 of the Participation Agreement are incorporated herein by reference as though fully set out herein.

(h) Entire Agreement.

This Lease, together with the agreements, instruments and other documents required to be executed and delivered in connection herewith, supersedes all prior agreements and understandings of the parties with respect to the subject matter covered hereby.

(i) Currency.

All Head Lease Rent is to be paid in Dollars.

(j) Execution Date.

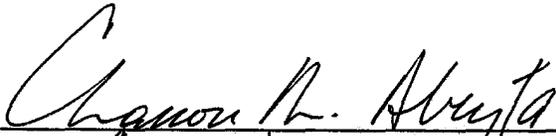
Although this Lease is dated as of the date first above written for convenience, the actual date of execution by the parties is the Closing Date and this Lease shall be effective on, and shall not be binding on any party until, the Closing Date.

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IN WITNESS WHEREOF, the Head Lessor and the Head Lessee have each caused this Lease to be duly executed by its authorized officer as of the day and year first above written.

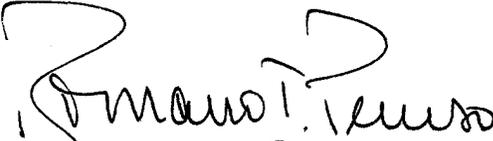
Head Lessor:

REGIONAL TRANSPORTATION DISTRICT

By:   
Name: CHASSON M. ABEYTA  
Title: MANAGER OF TREASURY AND INVESTMENT

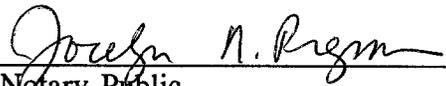
Head Lessee:

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, N.A.,  
not in its individual capacity, but solely as  
Trustee

By:   
Name: Romano I. Peluso  
Title: Vice President

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

On the 16<sup>th</sup> day of July, 1997 before me personally came Chasson M. Abeyta, who being by me duly sworn, did depose and say that he/she resides in Broomfield, Colorado, that he/she is the Manager of Treasury and Investment of Regional Transportation District, the political subdivision described in, and which executed the above instrument; that he/she signed his/her name thereto by order of the board of directors of said political subdivision.

  
\_\_\_\_\_  
Notary Public

JOCELYN N. PREPON  
Notary Public, State of New York  
No. 01 PR5074197  
Qualified in New York County  
Commission Expires March 10, 1999

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

On the 16th day of July, 1997 before me personally came Romano I. Peluso, who being by me duly sworn, did depose and say that he resides in New York, New York, that he is the Vice President of State Street Bank and Trust Company of Connecticut, N.A., the national banking association described in, and which executed the above instrument; that he signed his name thereto by order of the board of directors of said banking association.

  
\_\_\_\_\_  
Notary Public

JOCELYN N. PREPON  
Notary Public, State of New York  
No. 01 PR5074197  
Qualified in New York County  
Commission Expires March 10, 1999

EXHIBIT A

LEASE SUPPLEMENT (1997- A)

THIS LEASE SUPPLEMENT (1997- A) dated July , 1997 between REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, as Head Lessor, and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., a national banking association, not in its individual capacity but solely as Trustee, as Head Lessee;

WHEREAS, the Head Lessor and the Head Lessee have heretofore entered into the Lease Agreement, dated as of June 1, 1997 (the "Lease"), which Lease provides for the execution and delivery of Lease Supplements in substantially the form hereof for the purpose of leasing the Items of Equipment when delivered by the Head Lessor to the Head Lessee in accordance with the terms thereof. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Head Lessor hereby delivers and leases to the Head Lessee, and the Head Lessee hereby accepts and leases from the Head Lessor, under the Lease as herein supplemented, the Items of Equipment described (both by serial number and Appraised Value) in Schedule A hereto.

THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO.

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IN WITNESS WHEREOF, the Head Lessor and the Head Lessee have each caused this Lease Supplement to be duly executed by its authorized officer on the day and year first above written.

Head Lessor:

REGIONAL TRANSPORTATION DISTRICT

By: \_\_\_\_\_

Name:

Title:

HEAD LESSEE:

STATE STREET BANK AND TRUST COMPANY  
OF CONNECTICUT, N.A.,

not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_

Name:

Title:

Schedule A of Lease Supplement - Equipment  
Schedule 1 of Lease Supplement - Head Lease Rent Allocation  
Schedule 2 of Lease Supplement - Basic Head Lease Rent Payments  
Schedule 3 of Lease Supplement - Head Lease Stipulated Loss Values  
Schedule 4 of Lease Supplement - Minimum Funding Amounts  
Schedule 5 of Lease Supplement - Debt and Equity Service Amounts  
Schedule 6 of Lease Supplement - Debt and Equity Repayment Amounts

[Head Lease Supplement (1997-A)]

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF NEW YORK        )

On the \_\_\_\_ day of \_\_\_\_\_, 1997 before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of Regional Transportation District, the political subdivision described in, and which executed the above instrument; that he/she signed his/her name thereto by order of the board of directors of said political subdivision.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF NEW YORK        )

On the \_\_\_\_ day of \_\_\_\_\_, 1997 before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of State Street Bank and Trust Company of Connecticut, N.A., the national banking association described in, and which executed the above instrument; that he/she signed his/her name thereto by order of the board of directors of said banking association.

\_\_\_\_\_  
Notary Public