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September 16, 1997

RECORDATION NO. 20870 FILED
SEP 16 '97 2-15PM
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SEP 16 '97 2-15PM

Secretary Vernon A. Williams
Surface Transportation Board
1925 K Street, N.W.
Room 715
Washington, D.C. 20423-0001

Attention: Recordation Department

Re: Documents to be Filed for Dallas Area Rapid Transit

Dear Secretary Williams:

I have enclosed an original and one copy of each of the six (6) documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. Attached to each copy is a notarized certification to the effect that the copy is complete and identical to the original. These documents relate to a defeased tax lease transaction between Dallas Area Rapid Transit (*"DART"*) and Comerica Leasing Corporation involving certain of DART's rail diesel cars.

1. **Lease Agreement (1997-RDC-COM), dated July 25, 1997**.

   (a) The Lease Agreement is a primary document.

   (b) The following is a short summary of the Lease Agreement to appear in the index: Lease Agreement dated July 25, 1997 between Dallas Area Rapid Transit, 1401 Pacific Avenue, Dallas, Texas 75202-7220 and Wilmington Trust Company (solely as Trustee), Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001 covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(c) The names and addresses of the parties to the Lease Agreement are as follows:

Lessor: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-7220

Attention: Chief Financial Officer

Lessee: Wilmington Trust Company (solely as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

(d) The following is a description of the equipment covered by the Lease Agreement: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

A → **2. Lease Supplement (1997-RDC-COM), dated July 25, 1997.**

(a) The Lease Supplement is a secondary document.

(b) The primary document to which the Lease Supplement is connected is the Lease Agreement described above in paragraph 1.

(c) The following is a short summary of the Lease Supplement to appear in the index: Supplement to Lease Agreement dated July 25, 1997, covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(d) The names and addresses of the parties to the Lease Supplement are as follows:

Lessor: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-7220

Attention: Chief Financial Officer

Lessee: Wilmington Trust Company (solely as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

(e) The following is a description of the equipment covered by the Lease Supplement: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

B → 3. **Sublease Agreement (1997-RDC-COM), dated July 25, 1997**. B

(a) The Sublease Agreement is a primary document.

(b) The following is a short summary of the Sublease Agreement to appear in the index: Sublease Agreement dated July 25, 1997 between Wilmington Trust Company (solely as Trustee), Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001 and Dallas Area Rapid Transit, 1401 Pacific Avenue, Dallas, Texas 75202-7220 and covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(c) The names and addresses of the parties to the Sublease Agreement are as follows:

Sublessor: Wilmington Trust Company (solely as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

Sublessee: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-7220

Attention: Chief Financial Officer

(d) The following is a description of the equipment covered by the Sublease: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial

Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

C → 4. **Sublease Supplement (1997-RDC-COM), dated July 25, 1997**. C

(a) The Sublease Supplement is a secondary document.

(b) The primary document to which the Sublease Supplement is connected is the Sublease Agreement described above in paragraph 3.

(c) The following is a short summary of the Sublease Supplement to appear in the index: Supplement to Sublease Agreement dated July 25, 1997, covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(d) The names and addresses of the parties to the Sublease Supplement are as follows:

Sublessor: Wilmington Trust Company (solely as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

Sublessee: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-7220

Attention: Chief Financial Officer

(e) The following is a description of the equipment covered by the Sublease Supplement: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

D → 5. **Equipment Pledge Agreement (1997-RDC-COM), dated July 25, 1997**. D

(a) The Equipment Pledge Agreement is a primary document.

(b) The following is a short summary of the Equipment Pledge Agreement to appear in the index: Equipment Pledge Agreement dated July 25, 1997

between Dallas Area Rapid Transit, 1401 Pacific Avenue, Dallas, Texas 75202-7220, and Wilmington Trust Company (solely as Trustee), Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001 covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(c) The names and addresses of the parties to the Equipment Pledge Agreement are as follows:

Mortgagor: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-7220

Attention: Chief Financial Officer

Mortgagee: Wilmington Trust Company (solely as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

(d) The following is a description of the equipment covered by the Equipment Pledge Agreement: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

E → **6. Loan and Security Agreement (1997-RDC-COM), dated July 25, 1997.** -E

(a) The Loan and Security Agreement is a primary document.

(b) The following is a short summary of the Loan and Security Agreement to appear in the index: Loan and Security Agreement dated July 25, 1997, between Ambac Investments Inc., One State Street Plaza, New York, New York, 10004 and Wilmington Trust Company (in its individual capacity and otherwise as Trustee), Rodney Square North, 1100 North Market Street, Wilmington, Delaware, 19890-0001, covering twelve (12) rail diesel cars owned by Dallas Area Rapid Transit.

(c) The names and addresses of the parties to the Loan and Security Agreement are as follows:

Lender: Ambac Investments Inc.
One State Street Plaza
New York, New York 10004

Obligor: Wilmington Trust Company (in its individual capacity and otherwise as Trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Attention: Corporate Trust Administration

(d) The following is a description of the equipment covered by the Loan and Security Agreement: Twelve (12) rail diesel cars owned by Dallas Area Rapid Transit, Serial Numbers: TRE 2001, TRE 2002, and TRE 2004 through and including TRE 2013.

A filing fee in the aggregate amount of $144.00 is enclosed. Please file stamp and return the original and any extra copies not needed by the Commission for recordation to our messenger to be returned to me.

Sincerely,

Jeffrey W. Ferguson
Attorney for Dallas Area Rapid Transit

JWF/bh

cc: Mr. Chris Poinsatte [Dallas Area Rapid Transit]

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REC NO. 20870 FILED
SEP 16 '97 2-15PM

LEASE AGREEMENT
(1997-RDC-COM)

dated as of July 25, 1997

between

DALLAS AREA RAPID TRANSIT,

Head Lessor,

and

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Trustee,

Head Lessee.

Lease and Sublease of Rail Equipment

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Exhibit A - Form of Lease Supplement

Schedule 1 - Head Lease Rent Allocation

Schedule 2 - Basic Head Lease Rent

Schedule 3 - Head Lease Termination Values

Schedule 4 - Minimum Funding Amounts

Schedule 5 - Debt Service and Equity Service Amounts

Schedule 6 - Debt Repayment and Equity Repayment Amounts

This LEASE AGREEMENT (1997-RDC-COM) dated as of July 25, 1997 (this "Lease" or this "Agreement") is between DALLAS AREA RAPID TRANSIT, having its principal office at 1401 Pacific Avenue, Dallas, Texas 75266-7220, as Head Lessor, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Trustee, having its principal place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, 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 Agreement 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-RDC-COM), dated as of July 25, 1997 among the Head Lessor, the Head Lessee, Comerica Leasing Corporation, as Equity Investor, Ambac Asset Investments Inc., as Lender, and Ambac Funding Corporation, as Payment Undertaker, 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 Delivery 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 the execution by the Head Lessor and the Head Lessee of the Head Lease Supplement in substantially the form attached hereto as Exhibit A. It is the intent of the parties to this Lease that this Lease will be a "true lease" and that the Head Lessor shall at all times be considered to be the lessor of the Equipment and that the Head Lessee shall at all times be considered to be the lessee of this Equipment for all United States federal, state and local income tax purposes.

SECTION 3. Lease Term and Rent.

(a) Head Lease Term.

Unless earlier terminated in accordance with the express provisions hereof, the Equipment shall be leased hereunder for a term commencing on the Delivery Date and ending at 11:59 p.m. (New York City time) on July 25, 2025 (the "Head Lease Term").

(b) Basic Head Lease Rent.

The rent for the lease of each Item of Equipment for the Head Lease Term ("Basic Head Lease Rent") is specifically allocated to the use of such Item of Equipment for each Lease Period in Schedule 1 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 labeled "Basic Head Lease Rent", the first installment payable on the Delivery Date being the "Advance Rent Payment" and the second installment payable on July 25, 2030 (the "Deferred Rent Payment Date") being the "Deferred Rent Payment". The Advance Rent Payment shall be allocated to the Lease Periods specified in Schedule 1 as corresponding to the Advance Rent Payment, and the Deferred Rent Payment shall be allocated to the remaining Lease Periods.

(c) Supplemental Head Lease Rent.

The Head Lessee shall also pay to the Head Lessor all other amounts, liabilities and obligations (other than Basic Head Lease Rent) which Head Lessee assumes or agrees to pay under this Lease ("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 Basic 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 Basic Head Lease Rent due hereunder net of such withholding taxes shall be deemed payment in full of such Basic 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 on an After-Tax Basis 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 in Schedule I to 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 18 hereof and Section 12 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 (including Excepted Property as described in clause (v) of the definition of such term and clauses (vi) and (viii) to the extent they related thereto, but excluding all other Excepted Property, Equity Sublease Payments and any Equity Service Amounts and Equity Repayment Amounts) released to the Head Lessee pursuant to Sections 3.01 (clause second), Section 3.02 (clause third) and Section 3.03 (second sentence) of the Loan Agreement and, after the Lien of Loan Agreement has been discharged pursuant to Section 7.01 thereof, the Trust Estate (including Excepted Property as described in clause (v) of the definition of such term and clauses (vi) and (viii) to the extent they related thereto, but excluding all other Excepted Property, Equity Sublease Payments and any Equity Service Amounts and Equity Repayment Amounts). 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 specifically provided in Section 18 hereof and in Section 12 of the Participation Agreement.

SECTION 4. Net Lease; Absolute Obligation to Pay Rent.

This Lease is a net lease. The Head Lessee acknowledges and agrees that, except as otherwise provided in Section 3(d), 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, including, without limitation, events of the character described in Section 4 of the Sublease, *mutatis mutandis*. Except as provided in Section 3(d), no payment or advance payment of Basic 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 Basic 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, THE SUBLESSEE 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 AND SHALL NOT 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 OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF.

(b) The Head Lessor covenants that during the Head Lease Term, so long as no Event of Default hereunder 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.

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 Sublease Renewal Option or the Successor Sublease 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 the Sublessee or a Successor Sublessee, as the case may be, in accordance with Section 14 of the Sublease. Following the termination of (i) the Sublease Renewal Term or any Successor Sublease Term, if any, or (ii) the Basic Sublease Term if the Sublessor has elected the Return Option, or (iii) any earlier termination of the Sublease Term following the exercise of remedies under Section 17 of the Sublease, the Head Lessee may sublease the Equipment to any other Person (including without limitation an Acceptable 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.

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 or such Successor Sublessee or Acceptable Sublessee actually complies with Section 6(c) of the Sublease (or the comparable provisions of any Successor Sublease or Acceptable 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 Head Lessor to enforce such comparable maintenance provisions.

SECTION 7. Inspection.

The Head Lessor or its authorized representatives may, on reasonable notice and during normal business hours inspect the Equipment; *provided*, that unless an Event of Default hereunder shall have occurred and be continuing hereunder, inspections shall occur only once 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 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 and any Successor Sublease Term or 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 Acceptable Sublessee actually complies with such provisions; *provided, further*, that 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 Acceptable Sublease so long as it takes such actions as may be reasonably requested by 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, in the event the Sublessee or any Successor Sublessee or Acceptable Sublessee elects alternative (i) of Section 9(a) of the Sublease (or the comparable provision of any Successor Sublease or Acceptable Sublease), the Head Lessee will apply any payments received under the Sublease or the Successor Sublease or Acceptable Sublease to pay to the Head Lessor on the Loss Payment Date: (A) the amount determined by multiplying the Equipment Value of each Item of Equipment suffering the Event of Loss by the percentage set forth in the column labeled "Head Lease Stipulated Loss Value" in Schedule 3 opposite the date which is the Head Lease Stipulated Loss Value Determination Date next succeeding the Loss Payment Date (the "Head Lease Stipulated Loss Value") discounted, in the case of any Loss Payment Date that is not a Head Lease Stipulated Loss Value Determination Date, from the next succeeding Head Lease Stipulated Loss Value Determination Date to the Loss Payment Date at the Equity Discount Rate, plus (B) 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; *provided*, that the Head Lessee's obligation to pay such amounts shall be limited to (1) amounts received by the Head Lessee from the Sublessee (or from (x) any Successor Sublessee during the term of the Successor Sublease or (y) any Acceptable Sublessee during the term of the Acceptable Sublease, in each case that has been assigned to the Head Lessor by the Head Lessee to satisfy its obligations under Section 18(b)), pursuant to Section 9(a)(i) of the Sublease (or the comparable provision of such Successor Sublease or Acceptable Sublease, as the case may be, following an Event of Loss and (2) amounts held in the Head Lease Collateral Account);

(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 and this Lease shall terminate with respect to the replaced Item of Equipment;

(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) and (B) of clause (i) above.

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

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.

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*, the Head Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Successor Sublease or Acceptable Sublease. Notwithstanding the foregoing, 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 Head Lessor to enforce such provisions of such Successor Sublease or Acceptable Sublease.

SECTION 11. Liens.

The Head Lessee shall comply with the provisions of Section 11 of the Sublease, which provisions 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 Head Lessee contained in this Section shall be deemed to be satisfied; *provided, further*, 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 and (b) Sublessor's Liens and Liens arising by, through or under the Head Lessee. 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) and (b) of the preceding sentence) and will hold harmless and indemnify on an After-Tax Basis, the Trustee, the Equity Investor, the Lender, the Trust Estate and the Collateral and their respective Affiliates 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.

Subject to the Head Lessee's exercise of any of its purchase options under Section 13, the Head Lessee will, on the Head Lease Expiration Date, return the Equipment (except any Item of Equipment deemed to have suffered an Event of Loss), together with all plans and other materials described in Section 13 of the Sublease in its possession, 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 Head Lessor's residual interest in the Equipment for an amount equal to (a) the then estimated Fair Market Sales Value of such residual interest at the end of the Head Lease Term plus (b) in the case of a purchase on any date other than the Head Lease Expiration Date, an amount equal to the Head Lease Stipulated Loss Value less the Head Lease Stipulated Loss Value Residual Portion if such purchase is a Head Lease Stipulated Loss Value Determination Date and, in the case of a date that is not a Head Lease Stipulated Loss Value Determination Date, an amount equal to the Head Lease Stipulated Loss Value less the Head Lease Stipulated Loss Value Residual Portion each as of the date which is the next succeeding Head Lease Stipulated Loss Value Determination

Date discounted to the date of purchase at the Equity Discount Rate upon the occurrence of the following events (and provided that the Sublessee does not exercise its Purchase Option):

(a) the Basic Sublease Term Expiration Date or the Head Lease Expiration Date;

(b) on December 19, 2019;

(c) 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

(d) an Event of Default occurs and is continuing under the Sublease and, unless the Sublessor is stayed or otherwise prevented by operation of law, the Sublessor has terminated the Sublease or is otherwise exercising its remedies thereunder.

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 Basic Sublease Term Expiration Date, December 19, 2019, or the Head Lease Expiration Date; (ii) concurrently with the exercise of its preemptive election as described in clause (c) 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 or otherwise), 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 ten 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 Business 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, except as provided below, 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;

(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) by written notice to the Head Lessee specifying a Head Lease Stipulated Loss Value Determination 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), 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 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; *provided, further, however*, that if the Head Lessee shall have been in full compliance with its obligations under Section 18 hereof on the Head Lease Expiration Date, and if on the Deferred Rent Payment Date, the Head Lessee does not pay the Deferred Rent Payment to the Head Lessor, the failure to pay such amount shall not constitute an Event of Default hereunder, but rather shall constitute a breach of the Head Lessee's covenant to pay the Deferred Rent Payment for which the Head Lessor's sole remedy shall be to proceed against and realize upon any Acceptable Head Lease Collateral then held by the Head Lessor as collateral security for such payment obligation of the Head Lessee, and once such payment obligation has been satisfied, the balance, if any, of Acceptable Head Lease

Collateral within the possession and control of the Head Lessor as collateral security shall be returned to the possession and control of the Head Lessee.

Subject to the immediately preceding proviso, 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 of Rights Under Lease.

(a) The Head Lessor will not, without the prior written consent of the Head Lessee and, so long as the Lien of the Loan Agreement shall not have been discharged pursuant to Section 7.01 thereof, the Lender, assign any of its rights or obligations hereunder except as provided in, and subject to the conditions of, Section 11(c) of the Participation Agreement. No such assignment or conveyance 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 (i) the Head Lessor gives notice to the Head Lessee in writing of such assignment or conveyance and (ii) the Head Lessee shall as required pursuant to the next sentence 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. The Head Lessee shall promptly record in such register the name and address of any such transferee, and, until so registered, any purported transfer shall be null and void. The Head Lessor shall provide the Head Lessee such forms as may be necessary to establish an exemption from withholding tax. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the Head Lessor and the Head Lessee and their respective successors and permitted assigns. The Head Lessee will not, without the prior written consent of the Head Lessor and, so long as the Lien of the Loan Agreement shall not have been discharged pursuant to Section 7.01 thereof, the Lender, assign any of its rights or obligations hereunder except (i) to a successor owner trustee appointed in accordance with the Trust Agreement and the Participation Agreement, (ii) to the Lender as security under the Loan Agreement, (iii) as provided in and subject to the conditions of Section 20(a) of the Participation Agreement with respect to a transfer to a substantially similar trust, (iv) to a sublessee in accordance with the provisions of this Lease, or (v) as otherwise provided in Sections 17 and 18 hereof.

(b) Maintenance of Register. Without limiting the provisions of Section 16(a), the Head Lessee shall maintain at its principal office a register in which provisions shall be made for the registration of any assignment by the Head Lessor of its right to receive payment under this 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 Lease so assigned). The Head Lessee is hereby appointed as the registrar for the purpose of registering assignments by

the Head Lessor as herein provided. The Head Lessor shall not register any such assignment unless it is in compliance with the applicable provisions of this Section 16.

SECTION 17. Assignment for Security.

(a) Assignment to Lender. 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 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.

(b) Assignment to Head Lessor. In order to secure the Head Lessee's obligations to pay, on the occurrence of an Event of Loss, the amounts set out in Section 9(a)(i) of this Lease (the "Head Lease Termination Value"), the Head Lessee hereby assigns to the Head Lessor, and grants to the Head Lessor a second priority security interest in, the Head Lessee's right to receive all amounts set out in Section 9(a)(i)(D) of the Sublease (the "Sublease Termination Value") which are in excess of all amounts then due to the Trustee, as Sublessor under the Sublease, or any other Person, from the Sublessee under the Operative Documents subject to the first priority Lien of the Loan Agreement. The Head Lessee hereby directs the Sublessee, upon termination of the Lien created by the Loan Agreement pursuant to Section 7.01 thereof, to pay any such excess portion of such Sublease Termination Value equal to the Head Lease Termination Value directly to the Head Lessor. The Head Lessor shall have the right to enforce the collection of such excess portion of the Sublease Termination Value in its own name and without notice to or for any consent of the Trustee.

SECTION 18. Acceptable Head Lease Collateral.

(a) Requirement to Provide. If, on the Basic Sublease 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 Sublease Term Expiration Date, the Head Lessee must provide to, 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. The Head Lessee's obligation to provide such Acceptable Head Lease Collateral will be satisfied by providing any of the following arrangements:

(1) The Head Lessee may fund an account (the "Head Lease Collateral Account") and grant to the Head Lessor a first ranking 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. The Head Lease Collateral Account shall have a mandatory funding schedule which, subject to the following provisions of this Section 18(b)(1), the Head Lessee must maintain, at specified minimum amounts (the "Minimum Funding Amounts") for each year of the Head Lease Term following the Basic Sublease Term Expiration Date as set forth on Schedule 4 to this Lease. Cash on deposit in the Head Lease Collateral Account shall be invested in Collateral Account Permitted Investments and in such manner that the Head Lessor is granted a first ranking 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 Sublease Rent 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 payable 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 this Lease (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 or on behalf of the Sublessee, the Successor Sublessee or the Acceptable Sublessee during the Sublease Renewal Term, a Successor Sublease Term or any Acceptable Sublease Term, as the case may be, which is in excess of the Debt Repayment Amounts and Equity Repayment Amounts as set forth in Schedule 6 to this Lease and the Debt Service Amount and Equity Service Amount then owing (such excess being the "Excess Termination Amount"). The Head Lessee may satisfy and shall be deemed to have satisfied its obligations to fund the Head Lease Collateral Account to the Minimum Funding Amounts for the entire Head Lease Term and through the Deferred Rent Payment Date by effecting the following arrangements:

(i) if the Sublease is renewed for the Sublease Renewal Term, the Head Lessee shall be deemed to have satisfied its obligation to fund the Minimum Funding Amounts for the Sublease Renewal Term by (x) assigning (as collateral security) to the Head Lessor its rights to receive Sublease Rent thereunder in an amount equal to the Excess Service Amount and stipulated loss values 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 Payment 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) and (y) directing the Sublessee to deposit such rent payments into the Head Lease Collateral Account); or

(ii) if a Successor Sublease (meeting the requirements set forth in Section 12(f) of the Participation Agreement) is entered into, the Head Lessee shall be deemed to have satisfied its obligations to fund the Minimum Funding Amounts for the Successor Sublease Term (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 (x) assigning (as collateral security) 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 values 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) and (y) directing the Successor Sublessee to deposit such Successor Sublease rent payments into the Head Lease Collateral Account.

(iii) In the event basic rent payments and stipulated loss values under either the Sublease or the Successor Sublease are assigned to satisfy, in whole or in part, the Head Lessee's obligations with respect to the Minimum Funding Amounts for the Sublease Renewal Term or the Successor Sublease Term, as the case may be, and the Sublease or Successor Sublease expires or terminates prior to the Head Lease Termination Date, the Head Lessee shall enter into one or more Acceptable Subleases for the remaining Head Lease Term, as required by Section 12(c) of the Participation Agreement, and shall be deemed to have satisfied the Minimum Funding Amounts for the remainder of the Head Lease Term by (x) assigning (as collateral security) all of its rights to receive basic sublease payments and stipulated loss values thereunder to the Head Lessor in an amount equal to any Excess Service Amounts and any Excess Termination Amount payable under such Acceptable Sublease (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) and (y) directing the Acceptable Sublessee to deposit such sublease payments into the Head Lease Collateral Account. For the avoidance of doubt, the Head Lessor and the Head Lessee hereby agree that, for purposes of Section 12(a) of the Participation Agreement, the Equity Investor shall not have any recourse liability for, or be required to provide a guarantee of, any

amounts payable under this Head Lease if the Head Lessee shall have provided Acceptable Head Lease Collateral pursuant to Section 18(b)(1)(i) or (ii) above and, in accordance with the terms of such Section 18(b)(1)(i) or (ii), the Head Lessee shall be deemed to have satisfied in full its obligation to fund the Minimum Funding Amounts for the Sublease Renewal Term or the Successor Sublease Term, as the case may be.

In order to secure Head Lessee's obligations hereunder after the Basic Sublease Term Expiration Date if the Sublessee has not elected to exercise its Purchase Option, the Head Lessee hereby (i) 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 Sublessee Renewal Term, any Successor Sublease or Acceptable Sublease and the proceeds thereof, including Excepted Property as described in clause (v) of the definition of such term and clauses (vi) and (viii) to the extent they relate thereto, but excluding all other Excepted Property, Equity Service Amounts and Equity Repayment Amounts, subject in each case to the first priority Lien of the Loan Agreement and (ii) directs the Sublessee, any Successor Sublessee or any Acceptable Sublessee to deposit the proceeds of the Sublease, Successor Sublease or Acceptable Sublease, as the case may be, (including Excepted Property as described in clauses (v) of the definition of such term and clauses (vi) and (viii) to the extent they relate thereto, but excluding all other Excepted Property, Equity Service Amounts and Equity Repayment Amounts) into the Head Lease Collateral Account. The Head Lessor agrees to cooperate with Head Lessee and release such assignment if at any time after the Basic Sublease Term Expiration Date, Head Lessee requests that Head Lessor release such assignment in consideration for receipt of other Acceptable Head Lease Collateral and upon such release the direction provided for in the immediately preceding sentence shall be deemed to be revoked.

If on the Basic Sublease Term Expiration Date, the Head Lessee, as Sublessor, renews the Sublease or enters into a Successor Sublease, the Head Lessee's obligation to provide collateral under Section 18(a) and (b) shall be deemed satisfied by the foregoing assignment.

(2) the Head Lessee may provide for the benefit of the Head Lessor an irrevocable standby letter of credit issued by a letter of credit bank which meets the Minimum Credit Rating Requirements which shall be in effect until at least the Deferred Rent Payment Date and is 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 this Lease for any period during 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 within 60 days with an issuer meeting the Minimum Credit Rating Requirements or with some other form of Acceptable Head Lease Collateral.

(3) the Head Lessee may provide for the benefit of the Head Lessor an absolute and unconditional guaranty or other equivalent undertaking which shall be in effect until at least the Deferred Rent Payment Date and which shall be from a bank or other financial institution or company meeting the Minimum Credit Rating Requirements guaranteeing 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 the highest Minimum Funding Amount. If at any time the guarantor ceases to meet the Minimum Credit Rating Requirements, the Head Lessee shall be obligated to replace such guarantor within 60 days with a guarantor meeting the Minimum Credit Rating Requirements or with some other form of Acceptable Head Lease Collateral.

(4) the Head Lessee may provide a letter of credit (as described in clause (2) above) or guaranty (as described in clause (3) above) from the Equity Investor so long as the Equity Investor meets the Minimum Credit Rating Requirement. If at any time the Equity Investor ceases to meet the Minimum Credit Rating Requirement, 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 (2) or (3) above as may be applicable; or

(5) the Head Lessee may provide any other collateral reasonably acceptable to the Head Lessor in its sole discretion, so long as such collateral gives at least the benefits of that specified in Section 18(b)(1), (2), (3) or (4) above.

(c) Documentation. 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.

(d) Possession and Control of Collateral. Each security interest referred to in Section 18(b) shall provide, among other things, that upon the occurrence of an Event of Default, the Head Lessor shall have the right and power to take possession of all or any part of the Acceptable Head Lease Collateral and thereafter hold, use, manage and control the same in order to satisfy the Head Lessee's obligations in Section 15(c). Once the Head Lessee's obligations under Section 15(c) have been satisfied, the balance, if any, of such Acceptable Head Lease Collateral within the possession and control of the Head Lessor shall be returned to the possession and control of the Head Lessee.

SECTION 19. The Head Lessor's Right to Perform for the Head Lessee.

If the Head Lessee fails to make any payment of Head Lease Rent required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, the Head Lessor may, upon ten days' prior written notice to the Head Lessee and the Equity

Investor, make such payment or perform or comply with such agreement. The amount of such payment by the Head Lessor and the amount of the reasonable expenses of the Head Lessor incurred in connection with such payment or the performance of or compliance by the Head Lessor with such agreement, as the case may be, together with interest thereon at the Overdue Rate, shall be deemed Supplemental Head Lease Rent, payable by the Head Lessee upon demand of the Head Lessor. No such payment or performance by the Head Lessor shall be deemed to waive any Default or Event of Default or relieve the Head Lessee of its obligations hereunder or under the other Operative Documents.

SECTION 20. 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 to 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 NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION), EXCEPT THAT TEXAS LAW SHALL GOVERN ALL MATTERS RELATING TO THE POWERS AND AUTHORITY OF THE HEAD LESSOR.

(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 Delivery Date and this Lease shall be effective on, and shall not be binding on any party until, the Delivery 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:

DALLAS AREA RAPID TRANSIT

By:_____
Name: Christopher Poinsatte
Title: Chief Financial Officer

Head Lessee:

WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as Trustee

By:_____
Name:
Title:

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:

DALLAS AREA RAPID TRANSIT

By:_____
Name:
Title:

Head Lessee:

WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as Trustee

By:_____
Name: Donald G. MacKelcan
Title: Assistant Vice President

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

On the 25th day of July, 1997 before me personally came Christopher Poinsatte, who being by me duly sworn, did depose and say that he is the Chief Financial Officer of Dallas Area Rapid Transit, a public political entity and corporate body of the State of Texas, and that he executed the foregoing instrument in such capacity.

Notary Public

WILLIAM K. FROHNHOEFER
Notary Public, State of New York
No. 01FR5074711
Qualified in Queens County
Commission Expires March 17, 1999

STATE OF DELAWARE)
) ss.:
COUNTY OF New Castle)

On the 6th day of August, 1997 before me personally came Donald G. MacKelcan, who being by me duly sworn, did depose and say that he is the Assistant Vice President of Wilmington Trust Company, a Delaware banking corporation, and that he executed the foregoing instrument as of July 25, 1997.

Paula M. Sulecki
Notary Public

PAULA M. SULECKI
NOTARY PUBLIC
My commission expires April 25, 1998

EXHIBIT A

LEASE SUPPLEMENT (1997-RDC-COM)

THIS LEASE SUPPLEMENT (1997-RDC-COM) dated July 25, 1997 between DALLAS AREA RAPID TRANSIT, having its principal office at 1401 Pacific Avenue, Dallas, Texas 75266-7220, as Head Lessor, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Trustee, having its principal place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, as Head Lessee;

WHEREAS, the Head Lessor and the Head Lessee have heretofore entered into the Lease Agreement, dated as of July 25, 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 Equipment Value) in Schedule A hereto.

THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION), EXCEPT THAT TEXAS LAW SHALL GOVERN ALL MATTERS RELATING TO THE POWERS AND AUTHORITY OF THE HEAD LESSOR.

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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:

DALLAS AREA RAPID TRANSIT

By:_____
Name:
Title:

Head Lessee:

WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as Trustee

By:_____
Name:
Title:

Schedule 1 to
Lease Agreement

HEAD LEASE RENT ALLOCATION

Trust 1997-RDC-COM

(% of Equipment Value)

Lease Period		Advance Lease	Arrears Lease
Beginning Date	Ending Date	Basic Rent	Basic Rent
Jul 25 1997	Jan 1 1998	0.00000000 %	8.20996786 %
Jan 1 1998	Jan 1 1999	18.94607967 %	0.00000000 %
Jan 1 1999	Jan 1 2000	0.00000000 %	18.94607967 %
Jan 1 2000	Jan 1 2001	18.94607967 %	0.00000000 %
Jan 1 2001	Jan 1 2002	0.00000000 %	18.94607967 %
Jan 1 2002	Jan 1 2003	0.00000000 %	18.94607967 %
Jan 1 2003	Jan 1 2004	18.94607967 %	0.00000000 %
Jan 1 2004	Jan 1 2005	18.94607967 %	0.00000000 %
Jan 1 2005	Jan 1 2006	0.00000000 %	18.94607967 %
Jan 1 2006	Jan 1 2007	0.00000000 %	18.94607967 %
Jan 1 2007	Jan 1 2008	0.00000000 %	18.94607967 %
Jan 1 2008	Jan 1 2009	0.00000000 %	18.94607967 %
Jan 1 2009	Jan 1 2010	18.94607967 %	0.00000000 %
Jan 1 2010	Jan 1 2011	18.94607967 %	0.00000000 %
Jan 1 2011	Jan 1 2012	17.35534986 %	0.00000000 %
Jan 1 2012	Jan 1 2013	15.50856211 %	0.00000000 %
Jan 1 2013	Jan 1 2014	0.00000000 %	15.50856211 %
Jan 1 2014	Jan 1 2015	0.00000000 %	15.50856211 %
Jan 1 2015	Jan 1 2016	15.50856211 %	0.00000000 %
Jan 1 2016	Jan 1 2017	15.50856211 %	0.00000000 %
Jan 1 2017	Jan 1 2018	15.50856211 %	0.00000000 %
Jan 1 2018	Jan 1 2019	0.00000000 %	15.50856211 %
Jan 1 2019	Jan 1 2020	0.00000000 %	15.50856211 %
Jan 1 2020	Jan 1 2021	0.00000000 %	15.50856211 %
Jan 1 2021	Jan 1 2022	0.00000000 %	15.50856211 %
Jan 1 2022	Jan 1 2023	15.50856211 %	0.00000000 %
Jan 1 2023	Jan 1 2024	0.00000000 %	15.50856211 %
Jan 1 2024	Jan 1 2025	0.00000000 %	15.50856211 %
Jan 1 2025	Jul 25 2025	8.78818520 %	0.00000000 %
Jul 25 2025	Jul 25 2026	0.00000000 %	0.00000000 %
Jul 25 2026	Jul 25 2027	0.00000000 %	0.00000000 %
Jul 25 2027	Jul 25 2028	0.00000000 %	0.00000000 %
Jul 25 2028	Jul 25 2029	0.00000000 %	0.00000000 %
Jul 25 2029	Jul 25 2030	0.00000000 %	0.00000000 %

Schedule 2 to
Lease Agreement

BASIC HEAD LEASE RENT

Trust 1997-RDC-COM

(% of Equipment Value)

Lease Rent Payment Date	Advance* Rent Payment	Deferred Rent Payment
Jul 25 1997	84.66665779 %	0.00000000 %
Jul 25 2030	0.00000000 %	397.59718830 %

*Advance Rent Payment pays Lease Basic Rent allocated to period from Closing Date through January 1, 2002, plus 3.54886748% of all Lease Basic Rent allocated to the period from January 1, 2002 to January 1, 2003 .

Schedule 3 to
Lease Agreement

HEAD LEASE STIPULATED LOSS VALUES

Trust 1997-RDC-COM

(% of Equipment Value)

Head Lease Stipulated Loss Value Determination Date	Deferred Rent Portion	Residual Portion	Head Lease Stipulated Loss Percentage
Jul 25 1997	12.66554984 %	2.66779237 %	15.33334221 %
Jan 1 1998	13.26927438 %	2.79495714 %	16.06423153 %
Jan 1 1999	14.72889457 %	3.10240243 %	17.83129699 %
Jan 1 2000	16.34907297 %	3.44366669 %	19.79273966 %
Jan 1 2001	18.14747100 %	3.82247003 %	21.96994103 %
Jan 1 2002	20.14369280 %	4.24294173 %	24.38663454 %
Jan 1 2003	22.35949901 %	4.70966532 %	27.06916434 %
Jan 1 2004	24.81904390 %	5.22772851 %	30.04677242 %
Jan 1 2005	27.54913873 %	5.80277865 %	33.35191738 %
Jan 1 2006	30.57954399 %	6.44108430 %	37.02062829 %
Jan 1 2007	33.94329383 %	7.14960357 %	41.09289741 %
Jan 1 2008	37.67705616 %	7.93605996 %	45.61311612 %
Jan 1 2009	41.82153233 %	8.80902656 %	50.63055889 %
Jan 1 2010	46.42190089 %	9.77801948 %	56.19992037 %
Jan 1 2011	51.52830999 %	10.85360162 %	62.38191161 %
Jan 1 2012	57.19642409 %	12.04749780 %	69.24392189 %
Jan 1 2013	63.48803074 %	13.37272256 %	76.86075330 %
Jan 1 2014	70.47171412 %	14.84372204 %	85.31543616 %
Jan 1 2015	78.22360267 %	16.47653147 %	94.70013414 %
Jan 1 2016	86.82819896 %	18.28894993 %	105.11714889 %
Jan 1 2017	96.74694926 %	20.30073442 %	117.04768368 %
Jan 1 2018	110.29924884 %	22.53381521 %	132.83306405 %
Jan 1 2019	125.36498989 %	25.01253488 %	150.37752476 %
Jan 1 2020	142.09689081 %	27.76391372 %	169.86080452 %
Jan 1 2021	160.66221545 %	30.81794422 %	191.48015967 %
Jan 1 2022	181.24410761 %	34.20791809 %	215.45202570 %
Jan 1 2023	204.04304490 %	37.97078908 %	242.01383398 %
Jan 1 2024	229.27842221 %	42.14757588 %	271.42599809 %
Jan 1 2025	257.18932591 %	46.78380922 %	303.97313514 %
Jul 25 2025	274.44648246 %	49.70000000 %	324.14648246 %

Schedule 4 to
Lease Agreement

MINIMUM FUNDING AMOUNTS

Trust 1997-RDC-COM

(% of Equipment Value)

Date	Minimum Funding Amount
Jan 1 2008	12.68720250 %
Jan 1 2009	25.75197807 %
Jan 1 2010	38.44037932 %
Jan 1 2011	52.29733121 %
Jan 1 2012	67.28741663 %
Jan 1 2013	83.67453911 %
Jan 1 2014	98.14558325 %
Jan 1 2015	108.20550553 %
Jan 1 2016	119.29656985 %
Jan 1 2017	131.52446826 %
Jan 1 2018	145.00572626 %
Jan 1 2019	159.86881320 %
Dec 19 2019	175.70914810 %
Jan 1 2020	176.17770583 %
Jan 1 2021	190.27192230 %
Jan 1 2022	205.49367608 %
Jan 1 2023	221.93317017 %
Jan 1 2024	239.68782378 %
Jan 1 2025	258.86284969 %
Jul 25 2025	270.59796554 %
Jul 25 2026	292.24580278 %
Jul 25 2027	315.62546701 %
Jul 25 2028	340.87550437 %
Jul 25 2029	368.14554471 %
Jul 25 2030	397.59718829 %

Schedule 5 to
Lease Agreement

DEBT SERVICE AND EQUITY SERVICE AMOUNTS

Trust 1997-RDC-COM

(% of Equipment Value)

Date	Debt Service Amounts	Equity Service Amounts	Total Debt Service and Equity Service Amounts
Jan 1 2008	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2009	0.00000000 %	0.92286519 %	0.92286519 %
Jan 1 2010	0.00000000 %	2.63837900 %	2.63837900 %
Jan 1 2011	0.00000000 %	2.77038949 %	2.77038949 %
Jan 1 2012	0.00000000 %	3.05759353 %	3.05759353 %
Jan 1 2013	0.00000000 %	3.19704022 %	3.19704022 %
Jan 1 2014	2.94440278 %	3.84839584 %	6.79279862 %
Jan 1 2015	6.88953989 %	3.79442011 %	10.68396000 %
Jan 1 2016	7.53296283 %	3.15099717 %	10.68396000 %
Jan 1 2017	8.98286462 %	1.70109538 %	10.68396000 %
Jan 1 2018	9.15877693 %	1.52518307 %	10.68396000 %
Jan 1 2019	7.32830129 %	1.52518307 %	8.85348436 %
Dec 19 2019	0.00000000 %	1.47434364 %	1.47434364 %
Jan 1 2020	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2021	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2022	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2023	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2024	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2025	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2025	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2026	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2027	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2028	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2029	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2030	0.00000000 %	0.00000000 %	0.00000000 %

Schedule 6 to
Lease Agreement

DEBT REPAYMENT AND EQUITY REPAYMENT AMOUNTS

Trust 1997-RDC-COM

(% of Equipment Value)

Date	Debt Repayment Amounts	Equity Repayment Amounts	Total Debt Repayment and Equity Repayment Amounts
Jan 1 2008	22.00000000 %	20.40075752 %	42.40075752 %
Jan 1 2009	23.73803432 %	20.92574044 %	44.66377476 %
Jan 1 2010	25.61337606 %	20.18336538 %	45.79674144 %
Jan 1 2011	27.63687273 %	17.73450727 %	45.37138000 %
Jan 1 2012	29.82022879 %	15.17328616 %	44.99351495 %
Jan 1 2013	32.17607338 %	12.34881389 %	44.52488727 %
Jan 1 2014	31.77363060 %	12.37869833 %	44.15232893 %
Jan 1 2015	27.39425710 %	12.73501389 %	40.12927099 %
Jan 1 2016	22.02548331 %	9.79957479 %	31.82505810 %
Jan 1 2017	14.78266624 %	11.82191773 %	26.60458397 %
Jan 1 2018	6.79174300 %	10.79323540 %	17.58497840 %
Jan 1 2019	0.00000000 %	11.29389991 %	11.29389991 %
Dec 19 2019	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2020	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2021	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2022	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2023	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2024	0.00000000 %	0.00000000 %	0.00000000 %
Jan 1 2025	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2025	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2026	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2027	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2028	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2029	0.00000000 %	0.00000000 %	0.00000000 %
Jul 25 2030	0.00000000 %	0.00000000 %	0.00000000 %