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RECORDATION NO. 20041
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SURFACE TRANSPORTATION BOARD

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May 3, 1996

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 (1996-A), dated as of April 12, 1996, a primary and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1996-A), dated April 17, 1996, Sublease Agreement (1996-A), dated as of April 12, 1996, Sublease Supplement (1996-A), dated April 17, 1996, Equipment Pledge Agreement (1996-A), dated as of April 12, 1996 and Loan and Security Agreement (1996-A), dated as of April 12, 1996.

Operator Part 1

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

Lease Agreement (1996-A)
<u>Lease Supplement (1996-A)</u>

Lessor: Southern California Regional Rail Authority
818 West 7th Street
Los Angeles, California 90017

Lessee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Sublease Agreement (1996-A)
Sublease Supplement (1996-A)

Sublessor: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Sublessee: Southern California Regional Rail Authority
818 West 7th Street
Los Angeles, California 90017

Equipment Pledge Agreement (1996-A)

Pledgor: Southern California Regional Rail Authority
818 West 7th Street
Los Angeles, California 90017

Pledgee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Loan and Security Agreement (1996-A)

Borrower: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Lender: Utrecht-American Finance Co.
245 Park Avenue, 38th Floor
New York, New York 10167-0062

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1996-A).

Also enclosed is a check in the amount of $126.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

5/2/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/2/96 at 2:40PM, and assigned recordation number(s). 20041, 20041-A, 20041-B, 20041-C, 20041-D and 20041-E.

Sincerely yours,

Vernon A. Williams

Vernon A. Williams
Secretary

Enclosure(s)

$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature Janice M. Fort

20041
MAY 2 - 199

LEASE AGREEMENT
(1996-A)

dated as of April 12, 1996

between

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY,

Lessor,

and

FLEET NATIONAL BANK,
not in its individual capacity, but
solely as Trustee,

Lessee.

Lease and Sublease of Commuter Rail Rolling Stock

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Exhibit A - Form of Lease Supplement

Exhibit B - Basic Lease Rent Schedule

Exhibit C - Head Lease Stipulated Loss Value Percentages

This LEASE AGREEMENT (1996-A) dated as of April 12, 1996, is between SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, having its principal office at 818 West 7th Street, Los Angeles, CA 90017-4606, as Lessor, and FLEET NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee, having its principal place of business at 777 Main Street, Hartford, Connecticut 06115, as 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 Lessee desires to lease from the Lessor and the Lessor is willing to lease to the Lessee the Equipment upon the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Lessor and the 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 (1996-A), dated as of April 12, 1996, among the Lessor, the Lessee, CIBC Inc., as Equity Investor, and Utrecht-America Finance Co., 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 Delivery Date the Lessor shall lease the Equipment to the Lessee and the Lessee shall lease the Equipment from the Lessor, such leasing to be evidenced by the execution by the Lessor and the Lessee of the Lease Supplement in substantially the form attached hereto as Exhibit A.

SECTION 3. Lease Term and Rent.

(a) Lease Term.

(i) Unless earlier terminated in accordance with the express provisions hereof, the Equipment shall be leased hereunder for an initial lease term commencing on the Delivery Date and ending at 11:59 p.m. (New York City time) on April 17, 2014 (the "Initial Head Lease Term").

(ii) Unless earlier terminated in accordance with the express provisions hereof, the Lessee shall have the right to renew this Lease at the end of the Initial Head Lease Term for a renewal term ending at 11:59 p.m. (New York City time) on April 17, 2029 (the

"Renewal Head Lease Term"), upon not less than 30 days' prior notice to the Lessor, provided that this Lease shall be deemed to have been automatically renewed for the Renewal Head Lease Term if the Sublessee has provided a Successor Sublessee to enter into a Successor Sublease pursuant to Section 14(a)(ii) of the Sublease and the Lessee has not elected to exercise its preemptive rights under Section 21(e) of the Participation Agreement (the "Renewal Option"). All of the terms of this Lease shall apply during the Renewal Head Lease Term.

(b) Basic Lease Rent.

The Lessee shall pay Basic Lease Rent in Dollars for each Item of Equipment on each Basic Rent Payment Date during the Head Lease Term in an amount equal to the product obtained by multiplying the Equipment Value of such Item of Equipment by the percentage set forth opposite such Basic Rent Payment Date in Exhibit B, subject to adjustment as provided in Section 3(d). Basic Lease Rent shall be payable in advance (allocable to the one year period beginning on the date due and treated as compensation for the use of the Equipment for such period) or in arrears (allocable to the one year period ending on the day immediately preceding the date such payment is due and treated as compensation for use of the Equipment for such period), as set forth on Exhibit B.

(c) Supplemental Lease Rent.

The Lessee shall also pay to the Lessor all other amounts, liabilities and obligations (other than Basic Lease Rent) which Lessee assumes or agrees to pay under this Lease ("Supplemental Lease Rent") promptly as the same shall become due. The Lessee shall also pay as Supplemental Lease Rent interest at the Overdue Rate on any Basic Lease Rent or Supplemental Lease Rent (collectively, "Lease Rent") not paid when due for any period for which the same shall be overdue.

(d) Refund; Adjustments.

(i) If upon the occurrence of an Event of Loss there shall be payable, under the terms of the Sublease, the Successor Sublease or any Acceptable Sublease, Stipulated Loss Value with respect to any Item or Items of Equipment (or any comparable amount under any Successor Sublease or Acceptable Sublease) or, in the event that the Sublease or any Successor Sublease or any Acceptable Sublease is no longer in effect, an Event of Loss occurs with respect to any Item or Items of Equipment, on the applicable Loss Payment Date (x) the Lessor shall become obligated to, and shall, refund to the Lessee an amount equal to (A) any amounts in respect of Basic Lease Rent paid by the Lessee pursuant to Section 3(f)(i) on the Delivery Date and any Prepayment Amounts prepaid by the Lessee after the Delivery Date with respect to such Item or Items of Equipment, in each case, which are attributable to Basic Lease Rent payable for the period occurring after such Loss Payment Date, provided, that if such Loss Payment Date occurs on a date other than a Basic Rent Payment Date, the portion of the payment amount in respect of Basic Lease Rent paid pursuant to Section 3(f)(i) or the Prepayment Amount, as the case may be, that is attributable to the period from the Loss

Payment Date to the next succeeding Basic Rent Payment Date that is to be refunded will be calculated by multiplying the product of (1) the number of days (calculated based upon a 360 day year with 12 thirty-day months) from and including the Loss Payment Date to but not including the next succeeding Basic Rent Payment Date, divided by the total number of days from the preceding Basic Rent Payment Date (including such Basic Rent Payment Date) to the next succeeding Basic Rent Payment Date (but not including such Basic Rent Payment Date) by (2) the amount in respect of the Basic Lease Rent paid pursuant to Section 3(f)(i) or the Prepayment Amount, as the case may be, that was attributable to the period between such Basic Rent Payment Dates; plus (B) interest on the amounts specified in clause (A) at the Discount Rate for the period commencing on the date on which such Basic Lease Rent was prepaid and ending on the Loss Payment Date (each, a "Refund") and (y) the Lessee shall be relieved of its obligation to pay Basic Lease Rent, if any, attributable to such Item or Items of Equipment that has not been prepaid and that is attributable to any period occurring after such Loss Payment Date and shall have the right to receive a release of any security interest in, and the return of, any collateral of Lessee supporting such Basic Lease Rent obligation of which Lessee is relieved (the "Releases")). Any Refund owed to the Lessee hereunder may be applied as a credit against any amount of Head Lease Stipulated Loss Value which is due and payable by the Lessee to the Lessor under Section 9 hereof on such Loss Payment Date and any Refund not so credited shall be paid to the Lessee on such Loss Payment Date as provided above.

(ii) If the Sublessee has not exercised its purchase option under Section 14(a)(i) of the Sublease and the Lessee has not elected (or is deemed not to have elected) the Renewal Option, then (A) on the date the Initial Head Lease Term ends, the Lessor shall refund to the Lessee an amount equal to (x) the Prepayment Amounts with respect to all installments of Basic Lease Rent prepaid under Section 3(f), if any, attributable to the Renewal Head Lease Term, as set forth on Exhibit B hereto, plus (y) interest on the amount specified in clause (x) at the Discount Rate for the period commencing on the applicable Prepayment Date and ending at the end of the Initial Head Lease Term, and (B) the Alternative Head Lease Collateral and any other collateral or security provided by the Lessee to secure its obligations hereunder shall be released from any Lien in favor of the Lessor and the Lender and returned to the Lessee. If the Sublessee has exercised its purchase option under Section 14(a)(i) of the Sublease, the Lessee shall not be entitled to receive, and the Lessor shall not be required to pay, any Refund pursuant to this clause (ii).

(iii) Notwithstanding anything herein to the contrary, any payments of Basic Lease Rent hereunder shall be reduced by the amount of any withholding Taxes required to be withheld on any such payment under Applicable Law, unless such withholding Taxes are imposed as a result of the Equity Investor failing to be a U.S. Person (and not in whole or in part as a result of the Head Lessor or any assignee or transferee thereof or any other Person deriving an interest through the Head Lessor or the Deposit Taker, as the case may be, failing to be a U.S. Person or any other reason). The payment of any Basic Lease Rent due hereunder net of such withholding Taxes shall be deemed payment in full of such Lease Rent. Neither the Lessee nor the Equity Investor shall have any liability to the Lessor with respect to any such withholding Taxes, unless such withholding Taxes are imposed as a result of the Equity Investor

failing to be a U.S. Person (and not in whole or in part as a result of the Head Lessor or any assignee or transferee thereof or any other Person deriving an interest through the Head Lessor or the Deposit Taker, as the case may be failing to be a U.S. Person or any other reason), in which case, the Lessee shall pay the Lessor an additional amount such that the net amount actually received by the Lessor (after such reduction for withholding taxes) will be equal to that it would have received by the Lessor if no such withholding had been required.

(iv) Notwithstanding anything to the contrary contained in this Section 3(d), if the Sublessee is released from its obligation to make any payment of Stipulated Loss Value under Section 9 of the Sublease with respect to any Item or Items of Equipment, the Lessor shall thereupon automatically be relieved of all obligations to make any Refund or Releases to the Lessee under this Section 3(d) with respect thereto. Except as set forth in the preceding sentence, the Lessor's obligations to make any Refund and to provide for the Releases hereunder shall be absolute and unconditional and shall not be affected by any circumstances or events whatsoever. Except as otherwise expressly provided herein, the Lessor waives, to the extent permitted by Applicable Law, and covenants not to assert, any rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Refund payable by the Lessor or any Releases required hereunder. Any Refund or Release made by the Lessor shall be final absent manifest error, and, absent manifest error, the Lessor will not seek or have any right to recover all or any part of such Refund or Releases from the Lessee or any other Person for any reason whatsoever; provided, that the obligation of the Lessor to make a Refund and to provide for the Releases shall be without prejudice to, and shall not be construed as a waiver or release of, any rights or cause of action which the Lessor may have against the Lessee, the Equity Investor, the Lender or any other Person.

(e) Manner of Payment.

All Lease Rent shall be paid by the Lessee to the Lessor at its principal office as set forth in Schedule I to the Participation Agreement, or to such other address as the Lessor may specify, in immediately available funds, so that the Lessor receives the full amount of such payment no later than 1:00 p.m. (New York City time) on the due dates thereof. Except as provided herein, any Refund shall be paid by the Lessor to the Lessee at its principal office as set forth on Schedule I to the Participation Agreement, or such other address as the Lessee may specify, in immediately available funds, so that the Lessee receives an amount which (together with any amounts credited against Head Lease Stipulated Loss Value as provided in Section 3(d) above) equals the full amount of such payment no later than 1:00 p.m. (New York City time) on the due date thereof.

(f) Prepayment of Basic Lease Rent.

(i) On the Delivery Date, the Lessee shall pay to the Lessor the payment amounts in respect of the installments of Basic Lease Rent for each Item of Equipment that are payable on April 17, 1996 as set forth on Exhibit B, which shall constitute payment in full of the Basic Lease Rent for the first year of the Head Lease Term; provided that a portion

of such Basic Lease Rent may be required to be refunded to the Lessee upon occurrence of certain events as set forth in Sections 3(d) hereof.

(ii) Lessee shall have the right at its option by written notice to the Lessor given (A) on July 7, 1996 and (B) at least 30 days but not more than 180 days prior to each Basic Rent Payment Date occurring thereafter during the Head Lease Term, to prepay any or all of the future installments of then unpaid Basic Lease Rent (other than the Non-Prepayable Portion as set forth on Exhibit B). Such written notice (the "Prepayment Notice") shall specify the date on which the prepayment is to be made, the future installments of unpaid Basic Lease Rent to be prepaid by the Lessee and the applicable Prepayment Amount. Any prepayment option elected hereunder shall be paid, in the case of clause (A) above, on July 17, 1996, and, in the case of clause (B) above, on the relevant Basic Rent Payment Date (any such date, a "Prepayment Date").

(iii) If a claim is ever made upon the Lessor for repayment or recovery of any amount or amounts received in payment on account of any Basic Lease Rent and the Lessor repays all or part of said amount by reason of (A) any judgment, decree or order of any court or administrative body having jurisdiction over Lessor or any of its property or (B) any settlement or compromise of any such claim effected by the Lessor with any claimant (including the Lessee) other than pursuant to Sections 3(d) hereof, then Lessee shall remain liable to the Lessor for the amount so repaid or recovered to the same extent as if such amounts had never been originally received by the Lessor.

(iv) If the Lessee has not elected to prepay in full the Basic Lease Rent that is prepayable in accordance with this Section 3(f) and Exhibit B and either (w) there is an Event of Loss and, under the terms of the Sublease, Stipulated Loss Value with respect to any Item or Items of Equipment is payable on the applicable Loss Payment Date, (x) the Sublessee exercises its purchase option pursuant to Section 14(a)(i) or Section 14(c) of the Sublease, (y) the Sublessee has elected to terminate the Sublease pursuant to Section 15 of the Sublease, the Sublessor has not made a preemptive election pursuant to Section 15(c) of the Sublease and the Sublessee has arranged for a third party sale of the Head Lease Rights pursuant to Section 15 of the Sublease or (z) the Lessee has exercised one of its purchase options set forth in Section 13 hereof, then on the Loss Payment Date in the case of clause (w) above, the Sublease Expiration Date in the case of clause (x) above, the Termination Date in the case of clause (y) above, or the date of exercise of the purchase option in the case of clause (z) above, the Lessee shall either prepay the Prepayment Amount for the remaining installments of Basic Lease Rent (other than the Non-Prepayable Portion) for the Items or Items of Equipment that are the subject of such Event of Loss, purchase or Sublease termination, as the case may be or shall retain liability for, or otherwise arrange (in a manner reasonably acceptable to the Lessor) for, the payment of such installments of Basic Lease Rent (other than the Non-Prepayable Portion).

(v) The Non-Prepayable Portion of the installments of Basic Lease Rent for each Item of Equipment that is payable on October 17, 2004 as set forth on Exhibit B

hereto shall be deferred until October 17, 2006 and shall be due and payable on October 17, 2006.

(g) Limited Recourse.

The Lessor acknowledges that the Lessee's obligation to pay Basic 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, the Head Lease Deposit, the amounts payable by the Deposit Taker under the Non-Prepayable Rent Deposit Agreement (or other collateral substituted therefor pursuant to Section 3(h)(ii) of this Agreement), the Alternative Head Lease Collateral, any amounts released to the 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.

(h) Lease Security.

(i) On the Delivery Date, the Lessee shall make the Head Lease Deposit as contemplated in Section 2(a)(v) of the Participation Agreement with the Lessor as collateral to secure its obligations to pay future installments of Basic Lease Rent, which Head Lease Deposit shall be repayable by the Lessor on July 17, 1996 with interest thereon to such date at 5.46% as further described herein. If the Lessee elects to prepay any or all of any future installments of unpaid Basic Lease Rent (other than the Non-Prepayable Portion) that are prepayable pursuant to Section 3(f)(ii)(A) above, such prepayment may be made by applying part or all (as the case may be) of the Head Lease Deposit against the applicable Prepayment Amount. Upon any prepayment, the Lessor shall deliver to the Lessee written notice of the discharge of the future installments of Basic Lease Rent that have been prepaid. The Lessor shall be required to return the Head Lease Deposit to the Lessee (plus any interest accrued thereon) on July 17, 1996 unless such Head Lease Deposit previously has been applied to prepay any installment of Basic Lease Rent (other than the Non-Prepayable Portion) that is prepayable pursuant to Section 3(f)(ii)(A) (in which case the balance, if any, of the Head Lease Deposit (plus any interest accrued thereon) remaining after such application shall be repaid to the Lessee on such date); provided, however, that prior to the return of the Head Lease Deposit (and any interest accrued thereon), the Lessee must have provided Alternative Head Lease Collateral to the Lessor, as contemplated in Section 22(m) of the Participation Agreement, sufficient to secure the Lessee's obligations to pay the future installments of unpaid Basic Lease Rent (other than the Non-Prepayable Portion). Any such Alternative Head Lease Collateral shall (A) be reasonably satisfactory in all respects to the Lessor and, until the Lessor has received written notice that the Lien of the Loan Agreement has been discharged pursuant to Section 7.01 thereof, the Lender and (B) have sufficient value at the time provided to permit the Lessor to factor, on a non-recourse basis, its right to receive Basic Lease Rent for an amount that, together with the amount of any prepayment made by the Lessee pursuant to Section 3(f)(ii)(A) above, is not less than $106,448,134.43 as of July 17, 1996.

(ii) On the Delivery Date, the Lessee shall deliver concurrently to the Lessor pursuant to the Non-Prepayable Rent Deposit Agreement a cash deposit in the amount of $1,693,246 (the "Non-Prepayable Rent Deposit") to secure the payment by the Lessee of the Non-Prepayable Portion of Basic Lease Rent. The Non-Prepayable Rent Deposit shall be repaid by the Lessor in accordance with the terms of the Non-Prepayable Rent Deposit Agreement. As collateral security for the prompt payment when due of the Non-Prepayable Portion of Basic Lease Rent, the Lessee hereby grants the Lessor a security interest in the Non-Prepayable Rent Deposit Agreement and in each Payment Amount (as such term is defined therein) due to the Lessee thereunder. The Lessee shall have the right at any time to provide a replacement deposit or other alternative collateral from an Acceptable Credit Bank in form and substance reasonably acceptable to the Lessor and the Lender to secure in full the payment of the Non-Prepayable Portion of Basic Lease Rent in which case the Non-Prepayable Rent Deposit shall be released as security for the Non-Prepayable Portion of Basic Lease Rent.

(iii) In connection with the delivery of Alternative Head Lease Collateral, the Lessee shall grant to the Lessor a first priority security interest and to the Lender a second priority security interest in such Alternative Head Lease Collateral pursuant to documentation in form and substance reasonably satisfactory to the Lessor and the Lender executed prior to the release by the Lessor to the Lessee of the Head Lease Deposit. If the Lessee fails to provide Alternative Head Lease Collateral as provided herein on or before July 17, 1996, the Lessee shall be deemed to have elected to prepay, in full, the installments of Basic Lease Rent (other than the Non-Prepayable Portion) that are prepayable in accordance with Exhibit B on July 17, 1996 and the Lessor shall apply the Head Lease Deposit to the payment of the Prepayment Amount for such installments of the Basic Lease Rent and the balance, if any, of the Head Lease Deposit (together with accrued interest thereon) remaining after such application will be returned to the Lessee.

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

This Lease is a net lease. The Lessee acknowledges and agrees that, except as otherwise provided in Section 3, its obligations to pay all 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 Lessee may have against the Lessor or any other Person for any reason whatsoever. Except as provided in Section 3(d), no payment or prepayment of Basic Lease Rent shall be subject to any abatement, diminution or reduction, and the Lessee agrees that it will not seek to recover from the Lessor all or any part of the Basic Lease Rent so paid or prepaid for any reason whatsoever, including any present or future claims of the Lessee against the Lessor or any other Person under this Lease or otherwise. Notwithstanding any other provision of this Section 4 to the contrary, the 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 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 LESSEE HAS THEREUNDER WITH RESPECT TO THE LESSOR, THE SUBLESSEE OR ANY OTHER PERSON, THE LESSEE AGREES THAT IT LEASES THE EQUIPMENT "AS-IS" AND "WHERE-IS" AND THE LESSOR DOES NOT MAKE OR 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, 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.

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

SECTION 6. Possession, Operation, Use and Maintenance.

(a) Possession and Use.

The Lessee will sublease the Equipment to the Sublessee pursuant to the Sublease and, subject to the Lessee's preemptive rights under Section 21(e) of the Participation Agreement and the satisfaction or waiver before the Sublease Expiration Date of the terms and conditions set forth in Section 21 of the Participation Agreement, the Lessee will sublease the Equipment following the Sublease Expiration Date to a Successor Sublessee procured by the Sublessee. Following the Successor Sublease Expiration Date, the Lessee may sublease the Equipment to an Acceptable Sublessee or to any other Person, 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.

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 which contains maintenance provisions comparable to Section 6(c) of the Sublease, the 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, in the case of any Successor Sublease or Acceptable Sublease, so long as the Lessee exercises reasonable diligence in enforcing such comparable maintenance provisions of the Successor Sublease or Acceptable Sublease, as the case may be; provided, further, that the 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 Lessor to enforce such comparable maintenance provisions.

SECTION 7. Inspection.

The Lessor or its authorized representatives may, on reasonable notice, 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 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 Lessor. The 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 Lessor's right to inspect the Equipment shall be as 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 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 which contains provisions comparable to Section 8 of the Sublease, the Lessee shall be deemed to have complied with this Section 8 whether or not the Sublessee, the Successor Sublessee or any Acceptable Sublessee actually complies with such provisions; provided, further, that Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Acceptable Sublease. Notwithstanding the foregoing, the Lessee shall be deemed to have complied with its obligations under this Section 8 in respect of any Acceptable Sublease so long as it takes such actions as may be reasonably requested by Lessor to enforce such provisions of any 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, or any Successor Sublease Term or 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), with respect to the amounts specified in (B) below the Lessee will pay and, with respect to the amounts specified in (A) and (C) below, will apply any payments received under the Sublease, the Successor Sublease or the Acceptable Sublease to pay, to the Lessor on the Loss Payment Date: (A) (x) the amount determined by multiplying the Equipment Value of each Item of Equipment suffering the Event of Loss by the percentage set forth in Exhibit C opposite the date which is the Basic Rent Payment 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 Basic Rent Payment Date from the next succeeding Basic Rent Payment Date to the Loss Payment Date at the Discount Rate, plus (y) if such Loss Payment Date occurs on a date other than a Basic Rent Payment Date, the portion, if any, of Basic Lease Rent that has been prepaid and that is attributable to the period from the Loss Payment Date to the next succeeding Basic Rent Payment date (calculated by multiplying the product of (1) the number of days (calculated based upon a 360 day year with 12-thirty day months) from and including the Loss Payment Date to but not including the next succeeding Basic Rent Payment Date, divided by the total number of days from the preceding Basic Rent Payment Date (including such Basic Rent Payment Date) to the next succeeding Basic Rent Payment Date) by (2) the amount of Basic Lease Rent that was prepaid and that was attributable to the period between such Basic Rent Payment Dates, discounted to the Loss Payment Date from the next succeeding Basic Rent Payment Date at the Discount Rate, plus (B) any Basic Lease Rent that was due and payable on or 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 Lease Rent due and owing on the Loss Payment Date by the Lessee to the Lessor; provided, that the Lessee's obligation to pay such amounts specified in (A) and (C) shall be limited to amounts received by the Lessee from the Sublessee or any Successor Sublessee or Acceptable Sublessee under Section 9(a)(i)(D) of the Sublease (or the comparable provision of any Successor Sublease or Acceptable Sublease) following an Event of Loss; and provided, further, that any Refund owed by the Lessor to the Lessee under Section 3(d) above may be credited against any amounts owed by the Lessee to the Lessor under clause (A) above;

(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 Lessee shall pay to the Lessor on the Loss Payment Date the amounts set forth in (A), (B) and (C) of clause (i) above; provided that (1) any Refund owed by the Lessor to the Lessee under Section 3(d) above may be credited against any amounts owed by the Lessee to the Lessor under (A) of clause (i) above and (2) the amounts payable by the Lessee to the Lessor pursuant to (A) of clause (ii) above (after taking into account any Refund credited against the Lessee's obligations in accordance with clause (1) of this proviso) shall not in any event exceed the amount of any insurance proceeds attributable to the Lessor's interest in the Item or Items of Equipment that are subject to such Event of Loss.

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

The Lessor and the 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 Lessor and the Lessee 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 Lessee and the Lessor as their interests may appear.

SECTION 10. Insurance.

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 Sublessee with a Successor Sublessee or an Acceptable Sublease with an Acceptable Sublessee which contains insurance provisions comparable to Section 10 of the Sublease, the Lessee shall be deemed to have complied with this Section 10 whether or not the Sublessee, the Successor Sublessee or the Acceptable Sublessee actually complies with such provisions; provided, further, that Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Acceptable Sublease. Notwithstanding the foregoing, Lessee shall be deemed to have complied with its obligations under this Section 10 in respect of any Acceptable Sublease so long as it takes such actions as may be reasonably requested by Lessor to enforce such provisions of any Acceptable Sublease.

SECTION 11. Liens.

The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Sublessor's Lien on or with respect to the Equipment so long as the Sublease or any Successor Sublease or Acceptable Sublease shall remain in full force and effect. The 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 Lessee contained in this Section shall be deemed to be satisfied without any further action by the Lessee; provided, further, that the Lessee shall exercise reasonable diligence in enforcing the provisions of any Acceptable Sublease comparable to Section 11 of the Sublease. Notwithstanding the foregoing, the Lessee shall be deemed to have complied with its obligations under this Section 11 in respect of any Acceptable Sublease so long as it takes such actions as may be reasonably requested by the Lessor to enforce such provisions of any Acceptable Sublease. The 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 Lessee, and (c) as otherwise provided in Section 11(c) and 14(d) of the Participation Agreement. The 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, 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.

The Lessee will, on the Head Lease Expiration 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 Lessor or the Sublessee), and in the same condition as when possession of the Equipment was returned to the 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 Lessee shall have the option to purchase the Lessor's residual interest in the Equipment for an amount equal to the then estimated Fair Market Sales Value of such residual interest (determined, except in the case of any purchase on the Head Lease Expiration Date,

taking into account the fact that the Equipment is encumbered by this Lease) at the time of the exercise of such option, upon the occurrence of the following events:

(a) the Successor Sublease Expiration Date or the Head Lease Expiration Date;

(b) the 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;

(c) the Lessee exercises its preemptive election under Section 21(e) of the Participation Agreement once the Sublessee has elected to procure a Successor Sublessee to enter into a Successor Sublease pursuant to Section 14(a)(ii) of the Sublease; or

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

The Lessee shall notify the 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 Successor Sublease Expiration Date or the Head Lease Expiration Date; (ii) concurrently with the exercise of one of its preemptive elections as described in clause (b) or (c) above; and (iii) at any time within one year of the declaration of an Event of Default under the Sublease. If the Lessee elects to purchase such interest in the Equipment pursuant to this Section 13, upon payment to the Lessor of an amount equal to the applicable purchase price, plus all other amounts owing by the Lessee to the Lessor pursuant hereto (whether as Basic Lease Rent or Supplemental Lease Rent), all of the Lessor's right, title and interest in the Equipment shall be deemed automatically to have been transferred by the Lessor to the 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 Lessee shall prepare and the 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 Lessee may reasonably request, all at the expense of the Lessee. Upon compliance by the Lessee with the provisions of this Section 13, this Lease shall terminate except in respect of liabilities and obligations of the 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 Lessor, the Sublessee or any Event of Default under the Sublease;

(a) The Lessee shall fail to make any payment of Basic Lease Rent when due and such failure shall continue for a period of five Business Days; or

(b) the 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 Lessee of written notice thereof from the 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 Lessee is diligently attempting to cure and does so within 180 days of such receipt; or

(c) the 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 Lessee in any such proceeding, or the 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 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 Lessee, any court of competent jurisdiction shall assume jurisdiction, custody or control of the 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 Lessee, a receiver, trustee, assignee or liquidator or similar official of the Lessee, or of any substantial part of its property or sequestering any substantial part of the property of the 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 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 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 Lessor may, at its option and sole discretion, declare this Lease to be in default by a notice to the 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 Lessor may in its sole discretion do, and the Lessee shall comply with, one or more of the following with respect to the Equipment, as the 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 Lessee, upon the written demand of the Lessor and at the Lessee's expense, to, and the Lessee shall, promptly return any Items of Equipment as the Lessor may demand to the 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;

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 Lessor shall have the right to demand, collect, sue for or otherwise receive and enforce payment of the Basic Lease Rent and compliance by the 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(g) of this Lease, but shall not have the right to require the return of any Item of Equipment or to terminate this Lease.

The Lessor and the Lessee hereby acknowledge that irreparable damage would result if this Lease is not specifically enforced, and that, therefore, the rights of the Lessor and the 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.

The Lessor will not, without the prior written consent of the 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 (a) as provided in, and subject to the conditions of, Sections 11(c) and 14(d) of the Participation Agreement and (b) as contemplated in the last sentence of Section 3(h)(i) if the Lessee does not prepay all of the installments of Basic Lease Rent (other than the Non-Prepayable Portion) pursuant to the terms of Section 3(f) hereof. The Lessee will not, without the prior written consent of the 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 or (iv) to a sublessee in accordance with the provision of this Lease.

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 Lessee has agreed in the Loan Agreement, among other things, to assign to the Lender its rights under this Lease. The 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.

SECTION 18. 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 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 AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING ALL CHOICE-OF-LAW AND CONFLICTS-OF-LAWS RULES).

(f) Benefit and Binding Effect.

The terms and provisions of this Lease shall inure to the benefit of and be binding on the Lessor and the 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 all related documents, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) Currency.

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

Lessor:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____
Name:
Title:

Lessee:

FLEET NATIONAL BANK,
not in its individual capacity, but solely as Trustee, except as otherwise provided herein

By:_____
Name:
Title:

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

Lessor:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____
Name:
Title:

Lessee:

FLEET NATIONAL BANK,
not in its individual capacity, but solely as Trustee, except as otherwise provided herein

By:_____
Name:
Title: ROBERT L. REYNOLDS
VICE PRESIDENT

EXHIBIT A

LEASE SUPPLEMENT (1996-A)

THIS LEASE SUPPLEMENT (1996-A) dated April 17, 1996, between SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, having its principal office at 818 West 7th Street, Los Angeles, CA 90017-4606, as Lessor, and FLEET NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee, having its principal place of business at 777 Main Street, Hartford, Connecticut 06115, as Lessee;

WHEREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of April 12, 1996 (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 Lessor to the 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 thereto, 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 Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the 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 AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAWS RULES).

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

LESSOR:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____
Name:
Title:

LESSEE:

FLEET NATIONAL BANK
not in its individual capacity, but solely as Trustee

By:_____
Name:
Title:

STATE OF New York)
) SS.:
COUNTY OF New York)

Attached hereto is a true and complete copy, in all material respects, of the Lease Agreement (1996-A) dated as of April 12, 1996 between Southern California Regional Rail Authority, as Lessor and Fleet National Bank, not in its individual capacity but solely as trustee, the Lessee.

Signed on May 1, 1996

Notary Public

MATTHEW TIEWS
Notary Public, State of New York
No. 01TI5052137
Qualified in New York County
Commission Expires Nov. 20, 1997

JFV/etc

(nycs):\voyticky\notary.A29