
ASSET ACQUISITION AUTHORITY, INC.,

AS LESSOR

AND

REGIONAL TRANSPORTATION DISTRICT,

AS LESSEE

LEASE PURCHASE AGREEMENT

(With Authorization for Certificates of Participation, Series 2023, in the Aggregate Principal Amount of \$_____ Evidencing Assignments of Proportionate Interests in Rights to Receive Certain Payments Hereunder)

DATED AS OF _____, 2023

The interest of Asset Acquisition Authority, Inc. in this Lease Purchase Agreement has been assigned to UMB Bank, n.a., Denver, Colorado, as trustee (the "Trustee") under the Indenture of Trust dated as of _____, 2023, between Asset Acquisition Authority, Inc. and the Trustee, and is subject to the security interest of the Trustee.

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease") dated as of _____, 2023, entered into by and between the ASSET ACQUISITION AUTHORITY, INC. (the "Corporation"), a nonprofit corporation duly organized and validly existing under the laws of the State of Colorado, as lessor, and the REGIONAL TRANSPORTATION DISTRICT, a public body corporate and politic and a political subdivision of the State of Colorado duly organized and existing under the laws of the State of Colorado (the "District"), as lessee;

WITNESSETH:

WHEREAS, the District is authorized by part 1 of article 9 of title 32, Colorado Revised Statutes (the "Act") to develop, maintain and operate a mass transportation system (the "System") and in connection therewith to purchase or otherwise acquire personal property; and

WHEREAS, the Corporation is a nonprofit corporation organized, existing and in good standing under the laws of the State of Colorado (the "State"), is duly qualified to do business in the State, and, under its articles and bylaws, is authorized to own and manage its properties, to conduct its affairs in the State and to act in the manner contemplated herein; and

WHEREAS, the District has previously entered into a certain Lease Purchase Agreement, dated as of May 9, 2013, between the District and the Corporation (previously known as RTD Asset Acquisition Authority, Inc.), under which the District has leased from the Corporation certain leased property consisting of fare collection equipment, 18 light rail vehicles and 409 buses (the "2013A Leased Property"); and

WHEREAS, in connection with the leasing of the 2013A Leased Property, the Corporation entered into a certain Indenture of Trust, dated as of May 9, 2013, between the Corporation and UMB Bank, n.a., as trustee (the "2013A Indenture"), pursuant to which there were executed and delivered certain Certificates of Participation, Series 2013A (the "2013A Certificates") relating to the 2013A Leased Property; and

WHEREAS, the District has determined that it is in the best interest of the District to refinance all of the 2013A Leased Property currently encumbered under the 2013A Indenture by refunding the 2013A Certificates maturing on and after June 1, 2024, in the outstanding aggregate principal amount of \$69,745,000 (the "Refunding Project"), and the District has determined to apply a portion of the moneys received in connection with the execution of this Lease, together with other available moneys of the District, to effectuate the Refunding Project; and

WHEREAS, the District had previously leased from the Corporation certain leased property consisting of 34 light rail vehicles and other property (the "2016 Leased Property") pursuant to a lease purchase agreement which has previously terminated, and such 2016 Leased Property is now owned by the District free and clear of all liens; and

WHEREAS, pursuant to this Lease, the District has leased from the Corporation the 18 light rail vehicles that comprised a portion of the 2013A Leased Property and 30 light rail vehicles that comprised a portion of the 2016 Leased Property, as more specifically set forth in

Exhibit A attached hereto, as it may be amended from time to time in accordance herewith (collectively, "2023 Leased Property"); and

WHEREAS, the Corporation has entered into a certain Indenture of Trust dated as of _____, 2023 (as amended or supplemented from time to time, the "Indenture"), with UMB Bank, n.a., Denver, Colorado, as trustee (the "Trustee"); and

WHEREAS, pursuant to the Indenture, the Corporation has assigned (with certain exceptions) all of its rights, title and interest in, to and under this Lease to the Trustee; and

WHEREAS, pursuant to the Indenture, there are being executed and delivered the "Certificates of Participation, Series 2023" (the "2023 Certificates"); and

WHEREAS, the proceeds from the sale of the 2023 Certificates will be disbursed by the Trustee, at the direction of the District as agent for the Corporation, to effectuate the Refunding Project; and

WHEREAS, the 2023 Certificates shall evidence assignments of proportionate interests in the rights to receive Lease Revenues (as hereinafter defined) and shall be payable solely from the sources herein provided, and the Base Rentals and Additional Rentals (both as hereinafter defined) payable by the District hereunder shall constitute currently appropriated expenditures of the District, and shall not constitute a general obligation or other indebtedness of the District or multiple fiscal year direct or indirect debt or other financial obligation whatsoever or a mandatory charge or requirement against the District in any Fiscal Year (as hereinafter defined) beyond the then current Fiscal Year; and

WHEREAS, the Refunding Project and the execution, delivery and performance by the District of this Lease have been duly authorized and approved by the District; and

WHEREAS, the execution, delivery and performance of this Lease and the Indenture by the Corporation have been duly authorized and approved by the board of directors of the Corporation;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

All words and phrases defined in Article I of the Indenture shall have the same meaning in this Lease. In addition, the following terms, except where the context indicates otherwise, shall have the meanings in this Lease set forth below.

"2013A Certificates" means the "Certificates of Participation, Series 2013A, representing assignments of proportionate interests in the rights to receive Lease Revenues pursuant to a Lease Purchase Agreement dated as of May 9, 2013, between RTD Asset Acquisition Authority, Inc. (now known as Asset Acquisition Authority, Inc.) and Regional Transportation District, Colorado."

"2013A Indenture" means the Indenture of Trust dated as of May 9, 2013 between the Corporation and UMB Bank, n.a., as trustee, relating to the 2013A Certificates.

"2013A Leased Property" means the 18 light rail vehicles, fare collection equipment and 409 buses that were financed with the proceeds of the 2013A Certificates.

"2016 Leased Property" means the 34 light rail vehicles and other property that was previously leased by the District from the Corporation and is owned free and clear of all liens other than Permitted Encumbrances by the District.

"2023 Certificates" means the "Certificates of Participation, Series 2023" executed and delivered pursuant to the Indenture.

"2023 Leased Property" means, collectively, 18 light rail vehicles that comprised a portion of the 2013A Leased Property, 30 light rail vehicles that comprised a portion of the 2016 Leased Property, and any other property that is subject to this Lease, as set forth in Exhibit A, as it may be amended from time to time or supplemented, and any property acquired in replacement or substitution therefor pursuant to the provisions of this Lease.

"Acquisition Project" means the acquisition of property that comprises a portion of the 2023 Leased Property as may be described in Exhibit A hereto from time to time as supplemented, and which shall be leased to the District pursuant to this Lease.

"Act" means part 1 of article 9 of title 32, Colorado Revised Statutes, as the same may be amended from time to time.

"Additional Certificates" means any Certificates hereafter issued, in addition to the 2023 Certificates, as provided in the Indenture.

"Additional Rentals" means the cost of all taxes, insurance premiums, reasonable expenses and fees of the Trustee and the Corporation, costs of maintenance, upkeep, repair, restoration, modification, improvement and replacement, Rebate Fund payments, Credit Enhancement Fees and all other charges and costs, including reasonable attorneys' fees, which the District assumes or agrees to pay hereunder with respect to the 2023 Leased Property or the Certificates. Additional Rentals do not include Base Rentals.

"Base Rentals" means the payments payable by the District pursuant to Section 6.2 hereof and Exhibit B hereto, as it may be amended hereunder, during the Initial Term and any Renewal Term, which constitute the payments payable by the District for and in consideration of the right to use the 2023 Leased Property during the Lease Term.

"Base Rentals Fund" means the Base Rentals Fund created by the Indenture.

"Board" means the Board of Directors of the District.

"Certificates" means, collectively, the 2023 Certificates and any Additional Certificates.

"Completion Date" means the date of final acceptance of an Acquisition Project by the District, as evidenced by the certificate provided for in Section 7.3 hereof.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, between the District and Digital Assurance Certification, L.L.C., as dissemination agent, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

"Corporation" means the Asset Acquisition Authority, Inc., a Colorado nonprofit corporation, acting as lessor under this Lease and grantor under the Indenture, or any successor thereto.

"Corporation Representative" means any duly qualified director of the Corporation and any other person or persons at the time designated to act on behalf of the Corporation under this Lease or the Indenture by a written certificate furnished to the District and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by any duly authorized officer of the Corporation. The designation of the Corporation Representative may be changed by the Corporation from time to time by furnishing a new certificate to the District and the Trustee.

"Costs" or "Costs of the Project" shall be deemed to include payment of or reimbursement to the District for all costs and expenses in connection with the Refunding Project, any Acquisition Project and the 2023 Leased Property, including without limitation:

(a) obligations incurred or assumed for labor, materials and equipment in connection with any Acquisition Project;

(b) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, liability insurance) that may be necessary or appropriate in connection with the 2023 Leased Property;

(c) the costs of engineering and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, plans and specifications;

(d) administrative costs related to any Acquisition Project incurred prior to the Completion Date, including supervision of the construction, acquisition and installation

as well as the performance of all of the other duties required by or consequent upon the construction, other acquisition and installation of such Acquisition Project; including, without limitation, costs of preparing and securing all Project Documents, engineering and other professional and technical fees, legal fees and expenses, independent inspection fees, auditing fees, and advertising expenses in connection with such Acquisition Project;

(e) costs of issuance of any Certificates, including the initial compensation and expenses of the Trustee, any financial advisor's fees and expenses in connection with the issuance of any Certificates, any fees or expenses of the Corporation prior to the Completion Date, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, Credit Enhancement Fees, costs of immediately available funds, costs of publication, printing and engraving, accountants' fees and recording and filing fees;

(f) all costs which shall be required to be paid under the terms of any Project Contract;

(g) all costs which are considered to be a part of the Costs of the Project in accordance with generally accepted accounting principles;

(h) interest on any Certificates through the Completion Date; and

(i) any and all other costs necessary to acquire the 2023 Leased Property or to acquire any other 2023 Leased Property that may hereafter be included under this Lease, to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Rentals related to the 2023 Certificates.

"Credit Enhancement Fees" means any periodic or other cost, fee or expense lawfully payable by the Corporation or the District in consideration for any letter of credit, insurance policy or other financial instrument issued to or for the account of the Corporation or the District for the purpose of providing a guarantee of or support for the payment of the principal of or interest on any Certificate, or for the purpose of providing liquidity for any Certificate or as a source for payment of any optional or mandatory purchase price thereof.

"District Representative" means the General Manager or Chief Financial Officer of the District and any other person or persons at the time designated to act on behalf of the District for the purposes of performing any act under this Lease or the Indenture by a written certificate furnished to the Trustee and the Corporation containing the specimen signature of such person or persons and signed by the Chair of the Board of Directors of the District. The designation of the District Representative may be changed by the District from time to time by furnishing a new certificate to the Trustee and the Corporation.

"Event of Default" means one or more events as defined in Section 14.1 hereof.

"Event of Nonappropriation" means the non-renewal of this Lease by the District, determined by the Board's failure, for any reason, to specifically budget and appropriate with respect to this Lease by the last day of each Fiscal Year, or a failure to adopt a supplemental specific budget and appropriation with respect to this Lease prior to the date in any Fiscal Year

when Additional Rentals exceed the amount appropriated for Additional Rentals (i) sufficient amounts to be used to pay all Base Rentals when due in the next Fiscal Year and (ii) sufficient amounts to pay such Additional Rentals as are estimated to become due in the next Fiscal Year or, with respect to any supplemental budget and appropriation due in the current Fiscal Year (as provided in Section 6.2 hereof), all as more specifically set forth in Section 6.6 hereof. The term also includes the event described in the second paragraph of Section 6.6 hereof. An Event of Nonappropriation may also occur under certain circumstances described in Section 10.3(c) hereof.

"Extraordinary Revenues" means (i) the Purchase Option Price, if paid; (ii) all Net Proceeds, if any, of casualty insurance, performance bonds, condemnation awards and any Net Proceeds received as a consequence of breaches of warranty or defaults under Project Contracts or otherwise in connection with the 2023 Leased Property, not applied to the repair, restoration, modification, improvement or replacement of the 2023 Leased Property; and (iii) all Net Proceeds, if any, derived from the sale, repossession, liquidation, leasing or other disposition of all or a portion the 2023 Leased Property by the Trustee pursuant to Section 7.2 of the Indenture.

"Fiscal Year" means the District's fiscal year, which begins on January 1 of any year and ends on December 31 of such year or any other twelve-month period adopted as the District's fiscal year.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the District.

"Indenture" means the Indenture of Trust dated as of the date hereof between the Corporation and UMB Bank, n.a., as trustee.

"Initial Term" means the period which commences on the date of delivery of this Lease and terminates on December 31, 2023.

"Lease" means this Lease Purchase Agreement and any amendments or supplements hereto, including all exhibits hereto and thereto.

"Lease Revenues" means (i) Extraordinary Revenues, if any; (ii) the Base Rentals, including any prepayment of Base Rentals; (iii) any portion of the proceeds of any Certificates deposited in the Base Rentals Fund or the Project Fund; (iv) any moneys and securities, including investment income, held by the Trustee in the funds and accounts established under the Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account); (v) all other revenues derived from this Lease, excluding Additional Rentals, excluding payments constituting compensation to the Trustee for its services or payments or reimbursements to the Trustee or the Corporation for costs or expenses; and (vi) any other moneys to which the Trustee may be entitled for the benefit of the Owners.

"Lease Term" means the Initial Term and any Renewal Terms as to which the District may exercise its option to renew this Lease by effecting an appropriation of funds for the payment of Base Rentals and Additional Rentals hereunder, as provided in and subject to the provisions of this Lease. "Lease Term" refers to the time during which the District is the lessee of the 2023 Leased Property under this Lease.

"Net Proceeds" when used with respect to any performance or payment bond proceeds, or proceeds of insurance or bonds required hereby or any condemnation award, or any proceeds resulting from default or breaches of warranty under a Project Contract or otherwise in connection with the 2023 Leased Property, or proceeds derived from any sale, repossession, liquidation, leasing or other disposition of the 2023 Leased Property by the Trustee in accordance with the Indenture, or proceeds from the sale or trade-in of 2023 Leased Property by the District pursuant to Section 9.3 hereof (in which event the proceeds of a trade-in shall be deemed to be the amount of any credit received upon such trade-in), means the amount remaining after deducting from such proceeds thereof (i) all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award; and (ii) all other fees, expenses and payments due to the Trustee or the Corporation.

"Owners" means the registered owners of any Certificates and Beneficial Owners (as defined in the Indenture).

"Permitted Encumbrances" means, as of any particular time, (i) liens which may remain unpaid pursuant to the provisions of Articles VIII and IX of this Lease; (ii) this Lease and the Indenture; (iii) restrictions and exceptions which the District Representative certifies will not interfere with or impair the effective use or operation of the 2023 Leased Property; (iv) any financing statements or certificates of title filed to perfect security interests pursuant to this Lease or the Indenture; (v) any encumbrance represented by financing statements filed to perfect purchase money security interests in any or all of the 2023 Leased Property; (vi) any verified statements of amounts due and unpaid pursuant to Section 38-26-107 of the Colorado Revised Statutes, as amended; (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the 2023 Leased Property and as do not, in the opinion of the District Representative, materially impair title to the 2023 Leased Property.

"Project" means, collectively, the Refunding Project and any Acquisition Project.

"Project Contract" means any contract between the District or the Corporation and any contractor or vendor regarding the construction, production or other acquisition or installation of any part of an Acquisition Project.

"Project Contract Collateral" means, collectively, all property that comprises a portion of an Acquisition Project, any and all plans and specifications, raw materials, work in process and finished goods inventory, and any and all equipment obtained or fabricated by the contractor or vendor specifically for the construction of such property under a Project Contract.

"Project Documents" means the following: (i) the Project Contracts; (ii) policies of collision, comprehensive, replacement, casualty, public liability, property damage and worker's

compensation insurance, or certificates thereof, as required by the Lease with respect to the 2023 Leased Property; (iii) contracts with any engineers or consultants or any maintenance or repair personnel hired by the District in connection with the 2023 Leased Property; and (iv) any and all other documents executed by or furnished to the District in connection with the Project.

"Project Fund" means the Project Fund created by the Indenture.

"Purchase Option Price" means the amount payable on any date, at the option of the District, to prepay Base Rentals, terminate this Lease and purchase the 2023 Leased Property pursuant to Article XII hereof, which amount shall be the amount necessary to discharge the Indenture as provided in Article VI thereof.

"Refunded Certificates" means the 2013A Certificates maturing on and after June 1, 2024, in the aggregate principal amount of \$69,745,000.

"Refunding Project" means refinancing all of the 2013A Leased Property currently encumbered under the 2013A Indenture and the payment, refunding and defeasance of the Refunded Certificates in accordance with the Indenture and the 2013A Indenture.

"Renewal Term" means any portion of the Lease Term commencing on January 1 of any calendar year and terminating on or before December 31 of such calendar year as provided in Article IV of this Lease.

"System" means the mass transportation system developed, maintained and operated by the District.

"Tax Certificate" means the Tax Compliance Certificates entered into by the District with respect to this Lease.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder

"Trustee" means UMB Bank, n.a., acting in the capacity of trustee pursuant to the Indenture, and any successor thereto appointed under the Indenture.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants, for the benefit of the Corporation and the Trustee, as follows:

(a) The District is a political subdivision duly organized and existing under the Constitution and laws of the State. The District is authorized by the Act and otherwise to enter into the transactions contemplated by this Lease and to carry out the obligations of the District hereunder. The delivery and performance of this Lease has been duly authorized and approved. This Lease has been duly executed by an authorized officer of the District and constitutes a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other similar laws or equitable principals affecting the enforcement of creditor's rights generally or against governmental entities such as the District and liens securing such rights.

(b) The District agrees that the proceeds of the 2023 Certificates will be used to effectuate the Refunding Project pursuant to the Indenture, and to pay the costs of issuance of the 2023 Certificates.

(c) Nothing in this Lease shall be construed as diminishing, unlawfully delegating or otherwise restricting any of the sovereign powers of the District. Nothing in this Lease shall be construed to require the District to operate the 2023 Leased Property other than as lessee, or to require the District to exercise its option to purchase the 2023 Leased Property as provided in Article XII hereof.

(d) The Refunding Project, under the terms and conditions provided for in this Lease, is necessary, essential and in furtherance of the District's governmental purposes, is in furtherance of the purposes of the Act, serves a public purpose and is in the best interests of the District and its inhabitants.

(e) During the Lease Term, the 2023 Leased Property will at all times be used by the District for the purpose of performing one or more lawful governmental functions. The District expects that the 2023 Leased Property will adequately serve the needs for which it is being leased throughout the Lease Term.

(f) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District, except for Permitted Encumbrances.

(g) There is no litigation or proceeding pending against the District affecting the right of the District to execute this Lease or the ability of the District to make the payments required hereunder or to otherwise comply with the obligations contained herein, or which, if adversely determined, would, in the aggregate or in any case, materially adversely affect the property, assets, financial condition or business of the District or materially impair the right or ability of the District to carry on its operations substantially as now conducted or anticipated to be conducted in the future.

(h) The District covenants and agrees to comply with any applicable covenants and requirements of the District set forth in the Tax Certificate.

Section 2.2 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants, for the benefit of the District and the Trustee, as follows:

(a) The Corporation is a nonprofit corporation duly organized, existing and in good standing under the laws of the State, is duly qualified to do business in the State, has all necessary power to enter into this Lease, is possessed of full power to own, hold and lease (as lessor or lessee) personal property and has duly authorized the execution and delivery of this Lease. This Lease has been duly executed by an authorized officer of the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other similar laws or equitable principals affecting the enforcement of creditor's rights generally and liens securing such rights.

(b) The Corporation will not pledge or assign the Lease Revenues or any of its other rights under this Lease except pursuant to the Indenture, and will not encumber the 2023 Leased Property except for Permitted Encumbrances.

(c) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound or constitutes a default under any of the foregoing.

(d) Except as specifically provided in this Lease and the Indenture, the Corporation will not assign this Lease, its rights to payments from the District, nor its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) The Corporation acknowledges and recognizes that this Lease will be terminated upon the occurrence of an Event of Nonappropriation and that such event is a legislative act and, as such, is solely within the discretion of the Board.

(f) To the Corporation's knowledge, there is no litigation or proceeding pending against the Corporation affecting the right of the Corporation to execute and deliver this Lease or the Indenture or to perform its obligations thereunder.

**ARTICLE III
DEMISING CLAUSE**

The Corporation demises and leases the 2023 Leased Property to the District, and the District leases the 2023 Leased Property from the Corporation, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.1 Duration of the Lease Term. The Lease Term shall commence as of the date hereof. The Initial Term shall terminate on December 31, 2023. This Lease may be renewed, solely at the option of the District, for four (4) Renewal Terms, with the Lease Term terminating no later than June 1, 2027. The District hereby finds that the maximum Lease Term hereunder does not exceed the weighted average useful life of the 2023 Leased Property. The District further determines and declares that the period during which the District has an option to purchase the 2023 Leased Property (i.e. the entire maximum Lease Term) does not exceed the useful life of the 2023 Leased Property.

The General Manager of the District or other officer of the District at any time charged with the responsibility of formulating budget proposals for the District is hereby directed to include in the annual budget proposals submitted to the Board, in any year in which this Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this Lease until such time, if any, as the District may determine to not renew and terminate this Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the District that any decision to effect an appropriation for the Base Rentals and Additional Rentals shall be made solely by the Board and not by any other official of the District. During the Lease Term, the District shall in any event, whether or not the Lease is to be renewed, furnish the Trustee with copies of its annual budget promptly after the budget is adopted.

In the event that the District shall determine, for any reason, to exercise its annual right to not renew and terminate this Lease, the District shall give written notice to such effect to the Trustee and the Corporation not later than seven days prior to the end of the Initial Term or the then current Renewal Term; provided, however, that a failure to give such notice shall not constitute an Event of Default, nor prevent the District from declining to renew this Lease, nor result in any liability on the part of the District. The exercise of the District's annual option to renew or not renew this Lease shall be conclusively determined by the District's failure, for any reason, to specifically budget and appropriate with respect to this Lease by the last day of each Fiscal Year or a failure to adopt a supplemental specific budget and appropriation prior to the date in any Fiscal Year when Additional Rentals exceed the amount appropriated for Additional Rentals (i) sufficient amounts to be used to pay all Base Rentals when due in the next Fiscal Year and (ii) sufficient amounts to pay such Additional Rentals as are estimated to become due in the next Fiscal Year or, with respect to any supplemental budget and appropriation, due in the current Fiscal Year (as provided in Section 6.2 hereof), all as more specifically set forth in Section 6.6 hereof or upon the occurrence of an event described in the second paragraph of Section 6.6 hereof, all as further provided in Section 6.6 hereof.

The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Base Rentals shall be as provided in Exhibit B to this Lease.

Section 4.2 Termination of the Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation pursuant to Section 4.1 and Article VI of this Lease (provided that the Lease Term shall not be deemed to have been terminated in the event that the Event of Nonappropriation is cured as provided in Section 6.6(c) or (d) hereof);

(b) the occurrence of an Event of Nonappropriation under this Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.6(c) or (d) hereof);

(c) the conveyance of the 2023 Leased Property to the District upon payment of the Purchase Option Price or the payment by the District of all Base Rentals for the entire Lease Term, and all Additional Rentals then due, up to the amount specifically appropriated for the payment of Additional Rentals, as provided in Article XII hereof; or

(d) An uncured Event of Default and termination of this Lease by the Trustee as provided in Article XIV hereof; or

(e) Discharge of the Indenture, as provided in Article VI thereof.

Termination of the Lease Term shall terminate all unaccrued obligations of the District under this Lease. If the termination occurs because of the occurrence of an Event of Nonappropriation or an Event of Default, the District's right to possession of the 2023 Leased Property hereunder shall terminate and (i) the District shall, within 30 days of receiving written notice from the Trustee, surrender the 2023 Leased Property; and (ii) if and to the extent the Board has appropriated funds for the payment of Base Rentals and Additional Rentals during the period between the termination of the Lease Term and the date the 2023 Leased Property is surrendered pursuant to clause (i), the District shall pay such appropriated Base Rentals and Additional Rentals for such time as the District continues to use the 2023 Leased Property. All other provisions of this Lease, including all obligations of the District accrued prior to such termination, and all other obligations of the Trustee with respect to the Owners and the receipt and disbursement of funds, shall be continuing until the Indenture is discharged.

ARTICLE V
ENJOYMENT OF 2023 LEASED PROPERTY

The Corporation hereby covenants that during the Lease Term the District shall peaceably and quietly have and hold and enjoy the 2023 Leased Property without suit, trouble or hindrance from the Corporation, except as expressly required or permitted by this Lease or the Indenture. The Corporation shall not interfere with the quiet use and enjoyment of the 2023 Leased Property by the District during the Lease Term so long as no Event of Nonappropriation or Event of Default shall have occurred. The Corporation shall, at the request of the District and at the cost of the District, but only to the extent amounts for Additional Rentals which have been specifically appropriated by the District are available for the payment of such costs, join and cooperate fully in any legal action in which the District asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the 2023 Leased Property. In addition, the District may at its own expense join in any legal action affecting its possession and enjoyment of the 2023 Leased Property and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article V shall be subject to the Trustee's right to inspect the 2023 Leased Property as provided in Section 10.3 of the Indenture, and to the Trustee's right to complete the acquisition of any Acquisition Project under certain circumstances as provided in Section 7.1 hereof. The District also hereby consents to the provisions of Section 10.3 of the Indenture relating to inspection of records by the Trustee.

ARTICLE VI PAYMENTS BY THE DISTRICT

Section 6.1 Payments to Constitute Currently Appropriated Expenditures of the District. The District and the Corporation acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently appropriated expenditures of the District and may be paid from any legally available funds. The District's obligations under this Lease shall be subject to the District's annual right to terminate this Lease (as further provided in Sections 4.1, 4.2, 6.2 and 6.6 hereof), and shall not constitute a mandatory charge or requirement in any Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the District or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of any constitutional or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the District, within the meaning of Sections 1 or 2 of Article XI of the Constitution of the State. Neither this Lease nor the issuance of any Certificates shall directly or indirectly obligate the District to make any payments beyond those specifically appropriated for its then current Fiscal Year. The District shall be under no obligation whatsoever to exercise its option to purchase the 2023 Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the District, nor shall any provision of this Lease restrict the future issuance of any obligations of the District, payable from any class or source of moneys of the District (provided, however, that the restrictions of Section 2.14 of the Indenture shall apply to the execution and delivery of Additional Certificates).

Section 6.2 Base Rentals and Additional Rentals. The District shall pay Base Rentals directly to the Trustee for distribution to the Owners in accordance with the Indenture during the Lease Term, on the due dates set forth in Exhibit B attached hereto and made a part hereof, as it may be amended or supplemented from time to time. The Base Rentals during the Lease Term shall be in an amount equal to the amounts in the "Total Base Rentals" column, as set forth in Exhibit B, as it may be amended or supplemented from time to time. There shall be credited against the amount of Base Rentals otherwise payable hereunder amounts equal to (i) that portion of the proceeds of the sale of any Certificates that is deposited in the Base Rentals Fund as accrued interest or capitalized interest, if any; (ii) any earnings derived from the investment of the Base Rentals Fund, (iii) any moneys deposited into the Base Rentals Fund pursuant to Section 3.4(b) of the Indenture; and (iv) any moneys otherwise deposited into the Base Rentals Fund and directed by the District to be applied toward Base Rentals. Five Business Days prior to the date on which any payment of Base Rentals is due, the Trustee shall notify the District as to the exact amounts which will be applied in reduction of Base Rentals due on such date. If further amounts applicable in reduction of Base Rentals accrue during such five Business Day period, such amounts shall be carried over to be applied as a reduction of the next succeeding payment of Base Rentals or, if such date is the final payment date, then such accrued amounts shall be applied as a reduction to the final payment of Base Rentals.

The Base Rentals set forth in Exhibit B to this Lease shall be recalculated by the Trustee in the event of any partial redemption of the Certificates prior to maturity, as provided in

Section 4.1 of the Indenture, and in the event of the issuance of Additional Certificates, as provided in Section 2.14(a) of the Indenture.

The District shall pay Additional Rentals during the Lease Term as herein provided. The Additional Rentals during the Lease Term shall be estimated annually by the General Manager of the District (or any other officer at any time charged with the responsibility of formulating budget proposals for the District) and shall be in an amount sufficient to pay the following costs during the next ensuing Fiscal Year: (i) the reasonable fees and expenses of the Trustee and the Corporation; (ii) the cost of insurance premiums, (iii) the cost of maintenance, upkeep and repair costs; (iv) payments into the Rebate Fund required by Section 5.3 of the Indenture; and (v) all other costs expressly required to be paid by the District as Additional Rentals hereunder. In the event the Lease Term is renewed for the next ensuing Renewal Term, the District's obligation under this Lease to pay Additional Rentals during such Renewal Term shall be limited to the amount so appropriated for Additional Rentals in accordance with the procedures described above and any amounts subsequently appropriated by supplemental appropriation for payment of Additional Rentals during such Renewal Term. Additional Rental obligations in excess of the amounts so appropriated shall in no event be due or owing from the District.

The District hereby agrees that it will (unless the Lease has theretofore been terminated by the District) pay to the Trustee, for deposit into the Rebate Fund, from the amounts appropriated as described above for the payment of Additional Rentals such amounts as are required to be paid into the Rebate Fund in accordance with the provisions of Section 5.3 of the Indenture.

All Additional Rentals shall be paid by the District on a timely basis directly to the person or entity to which such Additional Rentals are owed (except that Rebate Fund payments shall be made to the Trustee as provided in Section 5.3 of the Indenture).

Section 6.3 Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as it may be amended and supplemented from time to time, sets forth the interest component of each payment of Base Rentals.

Section 6.4 Manner of Payment. The Base Rentals and, if paid, the Purchase Option Price, shall be paid by lawful money of the United States of America to the Trustee at its principal operations office. The obligation of the District to pay the Base Rentals and Additional Rentals required under this Article VI and other sections hereof, during the Lease Term, shall, subject to the provisions of Section 6.6 hereof, be absolute and unconditional, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the District and the Corporation, the Trustee, any Owner, any contractor or subcontractor retained with respect to the 2023 Leased Property, any supplier of labor or materials in connection therewith, any vendor or other supplier of the 2023 Leased Property, or any other Person, the District shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Sections 8.2 with respect to certain Additional Rentals), nor shall the District assert any right of set-off or counter-claim against its obligation to make such payments required

hereunder; provided, however, that the making of such payments shall not constitute a waiver by the District of any rights, claims or defenses which the District may assert. No action or inaction on the part of the Corporation or the Trustee shall affect the District's obligation to pay Base Rentals and Additional Rentals (except to the extent provided by Sections 8.2 hereof with respect to certain Additional Rentals) during the Lease Term.

Section 6.5 Necessity of 2023 Leased Property; Determinations as to Fair Market Value and Fair Purchase Price. The District has determined and hereby determines that it has a current need for the 2023 Leased Property. It is the present intention and expectation of the District that this Lease will be renewed annually until title to the 2023 Leased Property is acquired by the District pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the District. The District has determined and hereby determines that the Base Rentals under this Lease during the Lease Term for the 2023 Leased Property represent the fair value of the use of the 2023 Leased Property and that the Purchase Option Price for the 2023 Leased Property will represent the fair purchase price of the 2023 Leased Property at the time of the exercise of the option. The District has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the District under an economic compulsion to renew this Lease or to exercise its option to purchase the 2023 Leased Property hereunder. In making such determinations, the District has given consideration to the estimated current value of the 2023 Leased Property, the uses and purposes for which the 2023 Leased Property will be employed by the District, the benefit to the citizens and inhabitants of the District by reason of the use of the 2023 Leased Property pursuant to the terms and provisions of this Lease, the District's option to purchase the 2023 Leased Property and the expected eventual vesting of unencumbered title to the 2023 Leased Property in the District. The District hereby determines and declares that the period during which the District has an option to purchase the 2023 Leased Property (i.e., the entire maximum Lease Term for the 2023 Leased Property) does not exceed the weighted average useful life of the 2023 Leased Property.

Section 6.6 Nonappropriation by the District. In the event that the District fails, for any reason, to specifically budget and appropriate with respect to this Lease by the last day of each Fiscal Year or fails to adopt a supplemental specific budget and appropriation with respect to this Lease prior to the date in any Fiscal Year when Additional Rentals exceed the amount appropriated for Additional Rentals (i) sufficient amounts to be used to pay all Base Rentals when due in the next Fiscal Year and (ii) sufficient amounts to pay such Additional Rentals as are estimated to become due in the next Fiscal Year or, with respect to any supplemental budget and appropriation, due in the current Fiscal Year (as provided in Section 6.2 hereof), or upon the occurrence of an event described in the second paragraph of this Section 6.6, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) The Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives official, specific written notice from the District that this Lease will not be renewed.

(b) Absent such notice from the District, the Trustee shall give written notice to the District of any Event of Nonappropriation, on or before ten days after the end of

such Fiscal Year in the event of the initial appropriation for a Fiscal Year, but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) Subject to the terms of the Indenture, the Trustee may waive any Event of Nonappropriation which is cured by the District within a reasonable time if in the Trustee's judgment such waiver is in the best interests of the Owners.

(d) The Trustee shall waive any Event of Nonappropriation, other than an Event of Nonappropriation as described in the second paragraph of this Section 6.6, which is cured by the District by the fifteenth day of the ensuing Fiscal Year, by appropriating (i) sufficient amounts to be used to pay all Base Rentals and (ii) sufficient amounts to pay such Additional Rentals as are estimated to become due (as provided in Section 6.2 hereof), during such Fiscal Year.

(e) Notwithstanding the occurrence of any Event of Nonappropriation, or any Event of Default, the assignment and security interest granted by the District to the Trustee under Section 7.4 of this Lease concerning the Project Contracts and other contracts referred to therein, shall continue to exist, and be enforceable by the Trustee in its discretion, and the District shall reasonably cooperate, at the cost and expense of the Trustee, in the enforcement by the Trustee of its security interest in such contracts, if the Trustee shall provide to the District written notice of an intent to enforce such security interest and requesting assistance from the District.

In the event that during the Initial Term or any Renewal Term, any Additional Rentals shall accrue in excess of amounts included in a duly enacted appropriation resolution for the payment of Additional Rentals, then, in the event that moneys are not specifically authorized and directed by the District to be used to pay such Additional Rentals by the earlier of the last day of the current Fiscal Year or 90 days subsequent to the date upon which such Additional Rentals accrue, an Event of Nonappropriation shall be deemed to have occurred, upon written notice by the Trustee to the District to such effect (subject to waiver by the Trustee as provided in paragraph (c) above).

If an Event of Nonappropriation occurs, the District shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein beyond the amounts specifically appropriated by the District for the Initial Term or any Renewal Term during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.2 and 14.3 hereof, the District shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the District shall continue to retain possession of any of the 2023 Leased Property.

The District shall in all events surrender the 2023 Leased Property to the Trustee by the thirtieth day following an Event of Nonappropriation. Such surrender of the 2023 Leased Property shall consist of delivering the 2023 Leased Property to the Trustee at a site or sites selected by the Trustee within the District.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds and accounts created under the Indenture, including the Base Rentals Fund and the Project Fund (but excluding the Rebate Fund and any escrow accounts theretofore established pursuant to Article VI of the Indenture), for the benefit of the Owners. By the thirtieth day following an Event of Nonappropriation, the Trustee may proceed to exercise all remedies under Section 14.2 of this Lease and Section 7.2 of the Indenture, subject to the limitations set forth in Section 14.3 hereof. All property, funds and rights acquired by the Trustee upon the termination of this Lease by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee, shall be held by the Trustee for the benefit of the Owners as set forth in the Indenture.

Section 6.7 Disposition of Base Rentals. Upon receipt by the Trustee of each payment of Base Rentals, the Trustee shall apply the amount of each Base Rentals payment in the following manner and order:

- (a) first, the amount of such payment of Base Rentals designated and paid as interest under Exhibit B, as it may be amended or supplemented from time to time, plus the amount of any past due interest on the Certificates, shall be deposited in the Interest Account of the Base Rentals Fund; and
- (b) second, the remaining portion of such payment of Base Rentals shall be deposited in the Principal Account of the Base Rentals Fund.

ARTICLE VII ACQUISITION PROJECT

Section 7.1 Agreement to Acquire an Acquisition Project.

(a) The District hereby agrees that it will act as agent for the Corporation in making all contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be necessary, requisite or proper for the acquisition of any Acquisition Project. The District agrees to comply with all applicable laws in connection with the making of contracts for any Acquisition Project. The District, the Corporation and the Trustee further agree, notwithstanding anything to the contrary contained in this Lease or the Indenture, that all Project Documents relating to any Acquisition Project shall be made and approved by the District. The District hereby further agrees that:

(1) The District, acting on behalf of the Corporation, shall cause any Acquisition Project to be acquired as provided in a supplement hereto; and

(2) Title to the property acquired in connection with any Acquisition Project shall be held by the Corporation, subject to this Lease and the Indenture.

Acquisition of an Acquisition Project shall be in accordance with the Project Documents, subject to reasonable change orders or any other reasonable changes approved by the District. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the District shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power is granted and conferred under this Lease to the District, and is accepted by the District and shall not be terminated or restricted by act of the Corporation, the Trustee or the District, except as provided in this Section 7.1.

(b) The District agrees to complete the acquisition of any Acquisition Project, on behalf of the Corporation, through the application of moneys to be disbursed from the Project Fund pursuant to Section 7.2 hereof and Section 3.4 of the Indenture by the Trustee upon the authorization of the District Representative. The District agrees to complete the acquisition of any Acquisition Project with all reasonable dispatch, and to use its best efforts to complete such acquisition by a date not later than three years subsequent to the closing date of any related Certificates; but if for any reason all of the Acquisition Project is not acquired by such date there shall be no resulting liability on the part of the District or the Corporation or Event of Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the District during the Lease Term. However, in the event that all of the Acquisition Project shall not have been acquired and placed in service (as evidenced by the certificate provided for in Section 7.3 hereof) by such date, the Trustee, acting on behalf of the Corporation, shall, upon thirty days written notice to the District, be authorized, but not required, to complete the acquisition of any of the remaining Acquisition Project from any moneys remaining in the related Project Fund.

(c) When any motor vehicle is acquired by the District as part of an Acquisition Project, the District agrees to (i) prepare and deliver to the Corporation and the Trustee, whenever amounts are disbursed from the Project Fund to acquire any such motor vehicle, an amendment to the description of the 2023 Leased Property in Exhibit A hereto, which amendment shall include the purchase date, purchase price, type of vehicle and vehicle identification number for each vehicle acquired, and (ii) deliver the original certificate of title to each vehicle so acquired to the appropriate office of the Department of Motor Vehicles so as to cause the certificate of title, if required under the laws of the State to perfect a security interest for any vehicle constituting part of the 2023 Acquisition Project, to show the Corporation as the owner and to evidence the first and exclusive security interest of the Trustee. The reissued certificate of title to each such vehicle comprising a portion of the Acquisition Project shall be delivered to and maintained in the possession and control of the Trustee.

(d) The District hereby grants a first priority security interest to the Corporation in all Project Contracts. Promptly upon entering into each Project Contract, the District or the Corporation shall file, or cause to be filed by the Trustee, a financing statement covering the applicable Project Contract, naming the District as the "debtor," the Corporation as the "secured party," and the Trustee as the "assignee of the secured party," in such places as are necessary to perfect the security interest of the Corporation in the Project Contracts. In addition, whenever the District enters into a Project Contract, the District shall prepare and deliver to the Corporation and the Trustee an amendment to the description of the 2023 Leased Property in Exhibit A hereto, which amendment shall set forth the contract number and the 2023 Leased Property that is being manufactured and acquired pursuant to such Project Contract.

(e) Each Project Contract shall contain a provision whereby the vendor or contractor grants a first priority security interest in favor of the Corporation in all Project Contract Collateral. Promptly upon entering into each Project Contract, the District or the Corporation shall file, or cause to be filed by the Trustee, a financing statement covering the Project Contract Collateral, naming the vendor or contractor as the "debtor," the Corporation and/or the District, as applicable, as the "secured party," and the Trustee as the "assignee of the secured party," in such places as are necessary to perfect the security interest of the Corporation and the District, as applicable, in the Project Contract Collateral.

Section 7.2 Disbursements from the Project Fund. So long as no Event of Nonappropriation or Event of Default shall occur, and so long as the District's right to control the acquisition of the Acquisition Project has not otherwise been terminated pursuant to Section 7.1 hereof, the Trustee shall, at the direction of the District, disburse moneys from the Project Fund in payment of Costs of the Project. Such disbursements shall be made upon receipt by the Trustee of a requisition signed by the District Representative in substantially the form set forth in Exhibit D hereto. No disbursement shall be made from the Project Fund to pay or reimburse any payments due under a Project Contract related to any motor vehicle that comprises a portion of the Acquisition Project unless either: (i) the District Representative certifies that the Project Contract is fully and freely assumable by the Trustee in accordance with the provisions of Section 7.4 hereof, or (ii) the payment or reimbursement requested under any such Project

Contract is for a motor vehicle or motor vehicles that have already been accepted by the District and titled in the name of the Corporation. The Trustee shall have no duty to review or examine any accompanying bill, invoice or statement of account, but may conclusively rely on the properly executed disbursement request.

If an Event of Nonappropriation or an Event of Default shall occur prior to completion of the acquisition of all of the Acquisition Project, the Project Fund may be utilized by the Trustee to complete the acquisition of the remaining Acquisition Project, as provided in Section 7.4 hereof, or may be disbursed as provided in Sections 4.2 and 4.3 of the Indenture, as the Trustee may deem appropriate in the best interests of the Owners.

Under the Indenture, the Corporation has authorized and directed the Trustee to disburse moneys from the Project Fund to pay Costs of the Project as provided herein. The District hereby consents and agrees to such disbursements by the Trustee. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom as reasonably directed by the District, and after the acquisition of all of the Acquisition Project has been completed and the certificate as to payment of costs has been filed with the Trustee as provided in Section 7.3 hereof, the Trustee shall file an accounting thereof with the District.

Section 7.3 Completion Certificate. Upon the acquisition of all of the Acquisition Project and the acceptance thereof by the District, the District Representative shall deliver to the Corporation and the Trustee a certificate stating that, to the best of the District's knowledge based upon the representations of the District Representative and the contractors, engineers, vendors or other consultants, and except for any amounts estimated by the District Representative to be necessary for payment of any Costs of the Project not then due and payable, the acquisition of all of the Acquisition Project has been completed and accepted by the District, and all Costs of the Project have been paid. Notwithstanding the foregoing, such certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Simultaneous with the delivery of the certificate described in this Section 7.3, the District shall, upon the written request of the Trustee, provide to the Trustee a list of all property acquired as part of the Acquisition Project and shall execute such financing statements as the Trustee may reasonably request.

Section 7.4 Project Contracts. All Project Contracts and any District contract with any engineer or consultant with respect to the Acquisition Project are hereby assigned to the Trustee, which assignment shall become effective only upon a termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation or an Event of Default, or upon the Trustee's assuming control over completion of the acquisition of the Acquisition Project as provided in Section 7.1 hereof. Such contracts shall be fully and freely assumable by the Trustee without the consent of any other person and the Trustee may choose to assume or not assume such contracts. In the event that a Project Contract provides that such Project Contract is assumable by the Trustee upon notice to the applicable contractor signed by the District and the Trustee of such assumption, the District agrees, upon written request from the Trustee, to provide such notice of assumption to any such applicable contractor, and such obligation of the District to provide any such notice shall survive any termination of this Lease. If the Trustee does so assume such contracts, the other party or parties thereto shall perform the agreements contained therein for the Trustee, subject to the term of such contract. Nothing set forth in this section shall obligate the

Trustee to assume any such contracts, or to become responsible for performance by the District of any of its obligations thereunder, and if the Trustee shall determine not to assume such contract, the Trustee shall have no responsibility for any payments with respect thereto.

Section 7.5 Project Documents. The District shall furnish to the Trustee copies of any Project Documents, as soon after the commencement of the Lease Term as such Project Documents shall become available to the District. Neither the Project Documents nor any change or amendment thereto shall (a) cause the Acquisition Project to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (b) result in a material reduction in the value of the Acquisition Project; (c) adversely affect the ability of the District to meet its obligations hereunder; or (d) cause the District to violate its tax covenant in Section 11.7 hereof.

Section 7.6 Defaults Under the Project Contracts. In the event of any default under any of the Project Contracts or otherwise in connection with the acquisition of the 2023 Acquisition Project, or in the event of a breach of warranty with respect to any materials, workmanship or performance or with respect to the 2023 Leased Property, which default or breach results in frustration of the purpose for which the 2023 Leased Property was intended, the District shall promptly proceed, if deemed appropriate in the reasonable judgment of the District's officials charged with the authority to direct the institution of any suit, action or proceeding, either separately or in conjunction with others, to pursue diligently its remedies, including any remedy against the surety of any bond securing the performance of the Project Contract or other contracts relating to the 2023 Leased Property involved. The Net Proceeds of any amount recovered by way of damages, defects, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs), and after reimbursement to the District of any amounts theretofore paid by the District and not previously reimbursed to the District for correcting or remedying the default or breach of warranty which gave rise to the proceedings, shall be paid into a separate fund to be held by the Trustee and applied as provided in Section 10.2 or 10.3 hereof, as the case may be.

ARTICLE VIII
TITLE TO THE 2023 LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the 2023 Leased Property. Except personal property purchased by the District at its own expense pursuant to Section 9.2 hereof, title to the 2023 Leased Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Corporation, subject to this Lease and the Indenture, until sold, liquidated, conveyed or otherwise disposed of as provided in Section 7.2 of the Indenture or Article XII hereof, notwithstanding (i) a termination hereof by the District by reason of an Event of Nonappropriation as provided in Section 6.6 hereof; (ii) the occurrence of one or more Events of Default as defined in Section 14.1 hereof; (iii) the occurrence of any event of damage, destruction, condemnation, or construction defect, breach of warranty or title defect, as provided in Article X hereof; or (iv) the violation by the Corporation (or by the Trustee as assignee of the Corporation, or any other sublessee or assignee pursuant to the Indenture) of any provision hereof.

The District shall have no right, title or interest in the 2023 Leased Property or any additions and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

Section 8.2 No Encumbrance, Mortgage or Pledge of 2023 Leased Property. The District shall not permit any mechanic's or other lien to remain against the 2023 Leased Property; provided that, if the District shall first notify the Trustee of the intention of the District so to do, the District may in good faith contest any mechanic's or other lien filed or established against the 2023 Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items the Corporation's title to the 2023 Leased Property or the lien on the 2023 Leased Property pursuant to the Indenture will be materially endangered, or the 2023 Leased Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay and cause to be satisfied and discharged all such unpaid items; provided, however, that such payment shall not be required to be made and no obligation to pay any fees or charges of Independent Counsel shall be incurred if such lien is filed or submitted pursuant to the provisions of Section 38-26-107 of the Colorado Revised Statutes, as amended, and further provided that such payment shall not constitute a waiver by the District of the right to continue to contest such items. The Corporation and the Trustee will cooperate fully with the District in any such contest, upon the request and at the expense of the District, subject to appropriation by the District. Neither the Corporation nor, except as provided above, the District, shall directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the 2023 Leased Property, except Permitted Encumbrances. The District shall promptly, at its own expense, subject to appropriation by the District, take such action as may, in its discretion be deemed necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred, or suffered to exist. The Corporation shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created or incurred.

Section 8.3 Conveyance of 2013A Leased Property. The District has given written notice to the Trustee under the 2013A Indenture of its intention to purchase the 2013A Leased Property currently encumbered under the 2013A Indenture and has directed the Corporation to deposit funds to the Base Rentals Fund under the 2013A Indenture in an amount, together with other amounts available under the 2013A Indenture, equal to the Purchase Option Price under the 2013A Indenture.

ARTICLE IX
MAINTENANCE; MODIFICATION; DISPOSAL; AND INSURANCE

Section 9.1 Maintenance of the 2023 Leased Property by the District. The District agrees that at all times during the Lease Term the District will maintain, preserve and keep the 2023 Leased Property or cause the 2023 Leased Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, subject to normal wear and tear, and that the District will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 9.3 and 10.3 hereof. Neither the Corporation, the Trustee nor any of the Owners shall have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the 2023 Leased Property.

Section 9.2 Modification of the 2023 Leased Property; Installation of Furnishings, Machinery and Equipment of the District. The District shall have the privilege of remodeling or making additions, modifications or improvements to the 2023 Leased Property, at its own cost and expense; and the same shall be the property of the Corporation, subject to this Lease and the Indenture, and shall be included under the terms of this Lease and the Indenture; provided, however, that such remodeling, additions, modifications and improvements shall not in any way damage the 2023 Leased Property or cause it to be used for purposes other than lawful governmental functions of the District, and provided that the 2023 Leased Property, as remodeled, improved or altered, upon completion of such remodeling, or such making of additions, modifications and improvements, shall be of a value not less than the value of the 2023 Leased Property immediately prior to such remodeling or such making of additions, modifications and improvements.

The District may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the 2023 Leased Property. All such machinery, equipment and other tangible property shall remain the sole property of the District in which neither the Corporation, the Trustee nor the Owners shall have any interest; provided, however, that title to any such machinery, equipment and other tangible property which becomes permanently affixed to the 2023 Leased Property shall be the property of the Corporation, subject to this Lease and the Indenture, and shall be included under the terms of this Lease and the Indenture, in the event the Trustee shall reasonably determine that the 2023 Leased Property would be damaged by the removal of such machinery, equipment or other tangible property.

Section 9.3 Disposal of Certain 2023 Leased Property. The District shall not be under any obligation to repair or replace any inadequate, obsolete or worn-out 2023 Leased Property. In any instance where the District Representative determines any 2023 Leased Property set forth in Exhibit A hereto has become inadequate, obsolete or worn-out, the District may (acting for the Corporation) sell, trade in, exchange or otherwise dispose of such 2023 Leased Property (as a whole or in part) without any responsibility or accountability to the Corporation or the Trustee therefor, provided that the District shall either:

- (a) Substitute (by direct payment of the costs thereof or by designating vehicles, equipment, machinery or other personal property not theretofore included

pursuant to Section 9.2 hereof as 2023 Leased Property) and acquire or install other vehicles, equipment, machinery or related property having equal or greater value and utility (but not necessarily having the same function) to the District, provided, however, that such substituted vehicles, equipment, machinery or related property shall have a useful life of not less than the remaining useful life of the 2023 Leased Property for which it is substituted; or

(b) Not make any such substitution and installation, provided (i) that in the case of the sale or other disposition of any such 2023 Leased Property to anyone other than itself or in the case of the scrapping thereof, the District shall pay to the Trustee for deposit into the Principal Account of the Base Rentals Fund the Net Proceeds from such sale or other disposition or the scrap value thereof, as the case may be, (ii) that in the case of the trade-in of such 2023 Leased Property for other vehicles, machinery, equipment or related property not to be included in the 2023 Leased Property subject to this Lease, the District shall pay to the Trustee for deposit into the Principal Account of the Base Rentals Fund the Net Proceeds of the credit received by it in such trade-in, and (iii) that in the case of the sale or other disposition of any such 2023 Leased Property to the District, the District shall pay to the Trustee for deposit into the Principal Account of the Base Rentals Fund an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting practices.

The District will promptly report in writing to the Corporation and to the Trustee each removal, substitution, sale or other disposition under this Section 9.3 and will pay to the Trustee all amounts required by subsection (b) of this Section 9.3 to be paid into the Principal Account of the Base Rentals Fund promptly after any subsequent sale, trade-in or other disposition requiring such payment. All substituted vehicles, machinery, equipment or related personal property made subject to the Lease and the Indenture pursuant to this Section 9.3 shall be free of all liens and encumbrances (other than Permitted Encumbrances) and shall become a part of the 2023 Leased Property for all purposes of this Lease and the Indenture. In the absence of a clearly expressed intention by the District that vehicles, machinery, equipment or related property are to be substituted for 2023 Leased Property pursuant to subsection (a) of this Section 9.3, it shall be presumed that any disposition of 2023 Leased Property pursuant to this Section 9.3 has been accomplished in accordance with subsection (b) of this Section 9.3. The Corporation and the Trustee will cooperate with the District in implementing the District's rights to dispose of 2023 Leased Property pursuant to this Section 9.3 and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

The removal of any portion of the 2023 Leased Property pursuant to the provisions of this Section 9.3 shall not entitle the District to any postponement, abatement or diminution of the Base Rentals or other payments required to be made under Section 6.2 hereof.

Section 9.4 Provisions Regarding Casualty, Public Liability and Property Damage Insurance. Upon the completion and acceptance of each portion of the 2023 Leased Property and until termination of the Lease Term pursuant to Section 4.2 hereof, the District shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to each such portion of the 2023 Leased Property in an amount equal to the full replacement value of such portion of the 2023 Leased Property. Such insurance policy may have a deductible

clause in an amount deemed reasonable by the District. The District may, in its discretion, insure the 2023 Leased Property under blanket insurance policies which insure not only the 2023 Leased Property, but other equipment and property as well, as long as such blanket insurance policies comply with the requirements hereof. In addition, the District, at its election, may provide for property damage and casualty insurance with respect to the 2023 Leased Property, partially or wholly by means of a self-insurance fund as provided by applicable law, in compliance with the requirements hereof. Any such self-insurance shall be deemed to be insurance coverage hereunder. Any such self-insurance shall be reviewed on a periodic basis (not required to be more frequently than once every year) by an officer of the District to determine the adequacy thereof.

Upon the execution and delivery of this Lease and until termination of the Lease Term pursuant to Section 4.2 hereof, the District shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by the District and on behalf of the District by the Corporation in connection with this Lease, in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (article 10 of title 24, Colorado Revised Statutes, as amended). The public liability insurance required by this Section 9.4 may be by blanket insurance policy or policies. The District, at its election, may provide for such public liability insurance, partially or wholly by means of a self-insurance fund as provided by applicable law, in compliance with the requirements hereof. Any such self-insurance shall be deemed to be insurance coverage hereunder.

Any casualty and property damage insurance policy required by this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the District, the Corporation and the Trustee, as their respective interests may appear, and the Trustee shall be named additional insured. Each insurance policy provided for in this Section 9.4 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the District, the Corporation or the Trustee without first giving written notice thereof to the District, the Corporation and the Trustee at least 10 days in advance of such cancellation or modification. All insurance policies issued pursuant to this Section 9.4, or certificates evidencing such policies, shall be deposited with the Trustee. No agent or employee of the District shall have the power to adjust or settle any loss with respect to the 2023 Leased Property, whether or not covered by insurance, without the prior written consent of the Trustee; except that losses not exceeding \$100,000 may be adjusted or settled by the District without the Trustee's consent. The consent of the Corporation shall not be required for any such adjustments or settlement, regardless of the amount of the loss.

ARTICLE X
DAMAGE, DESTRUCTION OR CONDEMNATION; USE OF NET PROCEEDS

Section 10.1 Damage, Destruction or Condemnation. If during the Lease Term,

(i) the 2023 Leased Property, or any portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty; or

(ii) title to, or the temporary or permanent use of, the 2023 Leased Property, or any portion thereof or the estate of the District, the Corporation or the Trustee in the 2023 Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or

(iii) a breach of warranty or any material defect with respect to the 2023 Leased Property, or any portion thereof, shall become apparent, or

(iv) title to or the use of the 2023 Leased Property, or any portion thereof, shall be lost by reason of defect in the title thereto;

then the District shall be obligated to continue to pay Base Rentals and Additional Rentals (subject to Article VI hereof) regardless of whether the certificate of completion provided for in Section 7.3 of this Lease shall have been delivered to the Corporation and the Trustee.

Section 10.2 Obligation of the District to Repair and Replace the 2023 Leased Property. Subject to the provisions of Section 10.3 hereof, the District (and, to the extent such Net Proceeds are within their control, the Corporation and the Trustee) shall cause the Net Proceeds of any insurance, performance bonds, condemnation awards, or Net Proceeds received as a consequence of default or breach of warranty under Project Contracts or other contracts relating to the 2023 Leased Property, made available by reason of any occurrence described in Section 10.1 hereof, to be deposited in a separate trust fund held by the Trustee. Except as set forth in Section 10.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of such 2023 Leased Property by the District upon receipt of requisitions signed by the District Representative and setting forth: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due or has been made; (iii) the amount to be paid or reimbursed; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 10.2, the District shall have all power and authority granted under Article VII hereof; and the Trustee shall cooperate with the District in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section 10.2.

The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall, at the option of the District, be deposited into the Principal Account or the Interest Account of the Base Rentals Fund, or be used by the District to add to, modify or alter the 2023 Leased Property or add new components

thereto. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Corporation, subject to this Lease and the Indenture, and shall be included as part of the 2023 Leased Property under this Lease and the Indenture.

Section 10.3 Insufficiency of Net Proceeds. If there occurs an event described in Section 10.1 hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2023 Leased Property required under Section 10.2 hereof, the District may elect one of the following options:

(a) The District may, in accordance with Section 10.2 hereof, repair, restore, modify or improve such 2023 Leased Property or replace such 2023 Leased Property (or portion thereof) with property of a value equal to or in excess of such 2023 Leased Property, and pay any cost in excess of the amount of the Net Proceeds, and the District agrees that, if by reason of any such insufficiency of the Net Proceeds, the District shall make any such additional payments pursuant to the provisions of this Section 10.3(a), the District shall not be entitled to any reimbursement therefor from the Corporation, the Trustee or the Owners, nor shall the District be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.2 hereof.

(b) The District may discharge its obligation to repair or replace the applicable 2023 Leased Property under Section 10.2 hereof by applying the Net Proceeds (i) of any insurance, performance bonds or condemnation awards, or (ii) received as a consequence of a default or a breach of warranty under Project Contracts or any other contracts relating to such 2023 Leased Property, made available by reason of one or more of the occurrences described in Section 10.1 hereof, to the payment of the Purchase Option Price, in accordance with Article XII hereof. In the event of an insufficiency of the Net Proceeds for such purpose, the District shall pay such amounts as may be necessary to equal the Purchase Option Price; and in the event the Net Proceeds shall exceed the Purchase Option Price, such excess shall be retained by the District.

(c) If, by the last day of the Fiscal Year in which an event specified in Section 10.1 hereof occurs (or the last day of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the 2023 Leased Property become apparent), the District has not appropriated amounts sufficient to proceed under either paragraph (a) or paragraph (b) of this Section 10.3, an Event of Nonappropriation shall be deemed to have occurred. Unless such Event of Nonappropriation is cured as provided in Section 6.6 hereof, the Trustee may then pursue remedies as provided in Sections 6.6 and 14.2 hereof and Section 7.2 of the Indenture. If there are any excess moneys remaining after payment or redemption of the Certificates as provided in Sections 4.1 and 4.2 of the Indenture, such excess moneys shall be paid to the District.

It is hereby declared to be the District's present intention that, if an event described in Section 10.1 hereof should occur and if the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration, modification, improvement or replacement of the 2023

Leased Property, the District would use its best efforts to proceed under either paragraph (a) or paragraph (b) above; but it is also acknowledged that the District must operate within budgetary and other economic constraints applicable to it at the time, which cannot be predicted with certainty; and accordingly the foregoing declaration shall not be construed to contractually obligate or otherwise bind the District.

Section 10.4 Cooperation of the Corporation. The Corporation shall cooperate fully with the District and the Trustee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2023 Leased Property or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under Project Contracts or any other contracts relating to such 2023 Leased Property, and the Corporation hereby assigns to the Trustee its interests in such policies solely for such purposes. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under Project Contracts or any other contracts relating to such 2023 Leased Property or any portion thereof without the written consent of the Trustee and the District. The District shall pay to the Corporation as Additional Rentals all reasonable fees and expenses incurred by the Corporation under this Section 10.4. This Section 10.4 shall not be construed to obligate the Corporation to advance its own funds in order to take any action hereunder.

ARTICLE XI
DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.1 Disclaimer of Warranties. NEITHER THE CORPORATION, THE TRUSTEE NOR THE OWNERS MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE 2023 LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE 2023 LEASED PROPERTY OR ANY PORTION THEREOF. The District hereby acknowledges and declares that the District has been and is solely responsible for the design, construction, acquisition, selection, maintenance and operation of the 2023 Leased Property, and that neither the Corporation, the Trustee, nor the Owners has any responsibility therefor. In no event shall the Corporation, the Trustee or the Owners be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

Section 11.2 Further Assurances and Corrective Instruments. The Corporation and the District agree that so long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the Corporation and the District shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the 2023 Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease. This Section 11.2 shall not be construed to obligate the Corporation to advance its own funds, other than proceeds of the Certificates, in order to take any action hereunder.

Section 11.3 Corporation, District or Trustee Representatives. Whenever under the provisions hereof the approval of the Corporation, the District or the Trustee is required, or the District, the Corporation or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Corporation by the Corporation Representative, for the District by the District Representative, and for the Trustee by the Trustee Representative, and the Corporation, the District and the Trustee shall be authorized to act on any such approval or request.

Section 11.4 Partial Release and Substitution of 2023 Leased Property. So long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing, the District shall be entitled to substitute any equipment, machinery, vehicle or other personal property, or any improved or unimproved real estate (collectively, the "Replacement Property"), for any 2023 Leased Property then subject to this Lease and the Indenture, upon receipt by the Trustee of a written request of the District Representative requesting such release and substitution, provided that:

(a) such Replacement Property shall have an equal or greater value and utility (but not necessarily the same function) to the District as the 2023 Leased Property proposed to be released, as determined by a certificate from the District to that effect;

(b) any Replacement Property comprised of equipment, machinery, vehicles or related property shall have a useful life of not less than the remaining useful life of the 2023 Leased Property for which it is substituted, as determined by a certificate from the District to that effect;

(c) the fair market value of Replacement Property shall be not less than the fair market value of the 2023 Leased Property proposed to be released from this Lease and the Indenture, or, in the alternative, the fair market value of the 2023 Leased Property remaining after the proposed release shall be at least equal to the aggregate principal amount of the Outstanding Certificates. The fair market value of any improved or unimproved real property shall be determined by an M.A.I. appraisal report prepared by an independent real estate appraiser and submitted by the District to the Trustee. The fair market value of any personal property shall be determined by a report of an independent valuation consultant submitted by the District to the Trustee; and

(d) the execution and delivery of such supplements and amendments to this Lease and the Indenture and any other documents necessary to subject any Replacement Property to be substituted for the portion of the 2023 Leased Property to be released to the lien of the Indenture.

The Corporation and the Trustee shall cooperate with the District in implementing the District's rights to release and substitute property pursuant to this Section 11.4 and shall execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

Section 11.5 Compliance with Requirements. During the Lease Term, the District, the Corporation and the Trustee shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the 2023 Leased Property or any portion thereof, and all current and future requirements of all insurance companies writing policies covering the 2023 Leased Property or any portion thereof.

Section 11.6 District Acknowledgment of the 2023 Certificates. The District acknowledges and consents to the assignment by the Corporation to the Trustee, pursuant to the Indenture, of all rights, title and interest of the Corporation in, to and under this Lease (other than the rights of the Corporation with respect to payments for or reimbursement of certain fees and expenses under Section 6.2 hereof); and to the delegation by the Corporation to the Trustee, pursuant to the Indenture, of all duties of the Corporation under this Lease. The District acknowledges and consents to the execution, sale and delivery of the 2023 Certificates pursuant to the Indenture. The District acknowledges and approves the form of the 2023 Certificates contained in the Indenture.

Section 11.7 Tax Covenant. The District covenants for the benefit of Owners of the 2023 Certificates that it will not take any action or omit to take any action with respect to the 2023 Certificates, the proceeds thereof, any other funds of the District or any facilities financed or refinanced with the proceeds of the 2023 Certificates (except for the possible exercise of the District's right to terminate this Lease as provided in Section 6.6 hereof) if such action or omission (i) would cause the interest on the 2023 Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(1)(D) of the Tax Code, or (iii) would cause interest on the 2023 Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the District's right to terminate this Lease as provided in Section 6.6 hereof, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the 2023 Certificates, until the date on which all obligations of the District in fulfilling the above covenant under the Tax Code and Colorado law have been met.

In addition, the District covenants that its direction of investments pursuant to Article V of the Indenture shall be in compliance with the procedures established by the Tax Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section. The District hereby agrees that, to the extent necessary, it will, during the Lease Term, pay to the Trustee such sums as are required for the Trustee to pay the amounts due and owing to the United States Treasury as rebate payments. Any such payment shall be accompanied by directions to the Trustee to pay such amounts to the United States Treasury. Any payment of District moneys pursuant to the foregoing sentence shall be Additional Rentals for all purposes of this Lease.

The District is to execute the Tax Certificate in connection with the execution and delivery of this Lease, which Tax Certificate shall provide further details in respect of the District's tax covenants herein.

Section 11.8 Undertaking to Provide Ongoing Disclosure. The District covenants for the benefit of the Owners of the Certificates to comply with the terms of the Continuing Disclosure Agreement, provided that a failure of the District to do so shall not constitute an Event of Default. The Trustee shall have no power or duty to enforce this Section. Unless otherwise required by law, no Certificate owner shall be entitled to damages for the District's non-compliance with its obligations under this Section.

ARTICLE XII
CONVEYANCE OF 2023 LEASED PROPERTY

Section 12.1 Conveyance of 2023 Leased Property. The Corporation shall transfer and convey all of the 2023 Leased Property to the District in the manner provided for in Section 12.2 hereof, provided, however, that prior to such assignment, transfer and conveyance of all of the 2023 Leased Property (other than with respect to the 2023 Leased Property conveyed pursuant to Section 12.3 hereof or Section 11.4 hereof), either:

- (a) the District shall have paid the then applicable Purchase Option Price; or
- (b) the District shall have paid all Base Rentals set forth in Exhibit B hereto for the entire maximum Lease Term through the last date specified in Exhibit B hereto, and all then current Additional Rentals required hereunder.

The District is hereby granted the option to terminate this Lease and to purchase the 2023 Leased Property in whole, on any date, upon payment by the District of the then applicable Purchase Option Price. In order to exercise the option granted by this Article XII, the District shall give written notice to the Trustee of its intention to purchase the 2023 Leased Property, specifying a closing date for such purchase which shall be no less than 10 days after the giving of such written notice (provided, however, that no such notice shall be required for conveyance pursuant to (b) above). The Trustee may waive such notice or may agree to a shorter notice period. At the District's option, amounts then on deposit in any fund or account (except the Rebate Fund and any escrow accounts theretofore established pursuant to Article VI of the Indenture) held under the Indenture may be credited toward the Purchase Option Price.

The Corporation shall also transfer and convey all or a portion of the 2023 Leased Property in accordance with the terms and in the manner provided for in Sections 11.4 and 12.3 hereof.

Section 12.2 Manner of Conveyance. At the closing of any purchase or other conveyance of the 2023 Leased Property pursuant to Sections 11.4, 12.1 and 12.3 hereof, the Corporation and the Trustee shall execute and deliver to the District all necessary documents assigning, transferring and conveying good and marketable title to the applicable 2023 Leased Property, as it then exists, to the District, subject to the following: (i) Permitted Encumbrances, other than this Lease and the Indenture; (ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation or the Trustee as required or permitted by this Lease or the Indenture or arising as a result of any action taken or omitted to be taken by the Corporation or the Trustee as required or permitted by this Lease or the Indenture; (iii) any lien or encumbrance created or suffered to exist by action of the District; and (iv) those liens and encumbrances (if any) to which title to the applicable 2023 Leased Property was subject when acquired by the Corporation.

Section 12.3 Partial Release Upon Amortization of 2023 Leased Property. When the principal component of Base Rentals paid by the District or the total principal amount of 2023 Certificates paid or deemed to be paid pursuant to Article VI of the Indenture equals the amount set forth in Exhibit C hereto, the cost of the corresponding portion of the 2023 Leased Property set forth in Exhibit C (or of any property substituted for such portion of the 2023 Leased Property pursuant to any provision of this Lease) shall be deemed to have been fully amortized and the Corporation and the Trustee shall release such portion of the 2023 Leased Property from this Lease and the lien thereon granted to the Trustee pursuant to the Indenture. Upon such release of a portion of the 2023 Leased Property, the Corporation and the Trustee shall execute and deliver to the District all necessary documents assigning, transferring and conveying title to such portions of the 2023 Leased Property, as it then exists, to the District, subject to the following: (i) Permitted Encumbrances, other than this Lease and the Indenture; (ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation or the Trustee as required or permitted by this Lease or the Indenture or arising as a result of any action taken or omitted to be taken by the Corporation or the Trustee as required or permitted under this Lease or the Indenture; (iii) any lien or encumbrance created or suffered to exist by action of the District; and (iv) those liens and encumbrances (if any) to which title to the applicable 2023 Leased Property was subject when acquired by the Corporation.

ARTICLE XIII
ASSIGNMENT, SUBLEASING AND SELLING

Section 13.1 Assignment by the Corporation. The Corporation's rights under this Lease (other than its rights with respect to certain fees and expenses under Section 6.2 hereof), including rights to receive and enforce payments hereunder, have been assigned to the Trustee pursuant to the Indenture.

Section 13.2 Assignment and Subleasing by the District. This Lease may not be assigned by the District for any reason. However, the 2023 Leased Property may be subleased, as a whole or in part, by the District, without the necessity of obtaining the consent of the Corporation, the Trustee or any Owners; subject, however, to each of the following conditions:

(a) The 2023 Leased Property may be subleased, in whole or in part, to any entity or entities if, in the opinion of nationally recognized bond counsel, such sublease will not cause the District to violate its tax covenant in Section 11.7 hereof;

(b) This Lease, and the obligations of the District hereunder, shall, at all times during the Lease Term, remain obligations of the District, and the District shall maintain its direct relationships with the Corporation and the Trustee, notwithstanding any sublease;

(c) The District shall furnish or cause to be furnished to the Corporation and the Trustee a copy of any sublease agreement;

(d) No sublease by the District shall cause the 2023 Leased Property to be used for any purpose which would cause the District to violate its tax covenant in Section 11.7 hereof; and

(e) The District shall take such action as shall be necessary to maintain the perfection and priority of any security interest granted for the benefit of the Trustee and the Certificate holders in any equipment, vehicles or personal property proposed to be subleased.

Section 13.3 Restrictions on the Grant of a Security Interest In or Sale of 2023 Leased Property. The District and the Corporation agree that, except for (i) the Corporation's assignment of this Lease and the grant of a security interest in the 2023 Leased Property to the Trustee pursuant to the Indenture, (ii) any exercise by the Trustee of the remedies afforded by Section 14.2 hereof, (iii) the District's right to sublease pursuant to Section 13.2 hereof, (iv) any conveyance to the District pursuant to Article XII hereof, (v) any release and substitution of portions of the 2023 Leased Property pursuant to Section 11.4 hereof, (vi) any modifications to the 2023 Leased Property pursuant to Section 9.2 hereof, (vii) any disposition of the 2023 Leased Property pursuant to Section 9.3 hereof, (viii) any replacement of the 2023 Leased Property pursuant to Section 10.2 hereof, and (ix) any release of any of the 2023 Leased Property pursuant to Section 12.3 hereof, neither the Corporation nor the District will grant a security interest in, sell, assign, transfer or convey the 2023 Leased Property or any portion thereof during the Lease Term.

ARTICLE XIV
EVENTS OF DEFAULT AND REMEDIES

Section 14.1 Events of Default Defined. Any one of the following shall constitute an "Event of Default" under this Lease:

(a) failure by the District to pay any Base Rentals or Additional Rentals, which have been specifically appropriated by the District for such purpose, during the Initial Term or any Renewal Term, within five (5) Business Days of the date on which they are due; or

(b) failure by the District to surrender the 2023 Leased Property by the thirtieth day following an Event of Nonappropriation, as provided in Section 6.6 hereof; or

(c) failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a) or (b) above (and other than a failure to comply with Section 11.8 hereof related to the Continuing Disclosure Agreement), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if corrective action shall be instituted by the District within the applicable period and diligently pursued until the default is corrected; or

(d) the District shall institute a voluntary case, or shall file a petition or answer or consent seeking reorganization or arrangement under the Bankruptcy Code or any other similar applicable Federal or State law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver, trustee, liquidator or custodian of it or of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the District in furtherance of any of the aforesaid purposes.

The foregoing provisions of this Section 14.1 are subject to the following limitations:

(i) the District shall be obligated to pay the Base Rentals and Additional Rentals, which have been specifically appropriated by the District for such purpose, only during the then current Lease Term, except as otherwise expressly provided in this Lease; and

(ii) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the District contained in Article VI hereof and until termination of the Lease Term pursuant to Section 4.2 hereof, the District shall not be deemed in default during the continuance of such inability. The District agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the District from carrying out its agreement; provided

that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District.

Section 14.2 Remedies on Default. Whenever any Event of Default referred to in Section 14.1 hereof shall have happened and be continuing, the Trustee, acting for the Corporation, may or at the request of the owners of a majority in aggregate principal amount of the Certificates Outstanding and upon indemnification as to costs and expenses as provided in Section 8.1(m) of the Indenture shall, without any further demand or notice, take one or any combination of the following remedial steps:

(a) The Trustee may terminate the Lease Term and give written notice to the District to surrender the 2023 Leased Property, in the manner provided in Section 4.2 hereof, within 30 days from the date of such notice.

(b) The Trustee may proceed to foreclose through the courts on or otherwise sell, liquidate, repossess or otherwise dispose of the 2023 Leased Property, including sale of the 2023 Leased Property or any portion thereof, or the lease or sublease of the 2023 Leased Property or any portion thereof, and the Trustee may exercise all the rights and remedies of a secured party under the Colorado Uniform Commercial Code; provided, however, that the Trustee may not recover from the District any deficiency which may exist following the sale, liquidation or other disposition of the 2023 Leased Property.

(c) The Trustee, acting for the Corporation, may recover from the District:

(i) the portion of Base Rentals and Additional Rentals, to the extent amounts for such Additional Rentals have been specifically appropriated in accordance with the provisions of Section 6.2 hereof, which would otherwise have been payable hereunder, during any period in which the District continues to retain possession of the 2023 Leased Property; and

(ii) Base Rentals and Additional Rentals, to the extent amounts for such Additional Rentals have been specifically appropriated in accordance with the provisions of Section 6.2 hereof, which would otherwise have been payable by the District hereunder during the remainder of the Fiscal Year in which such Event of Default occurs.

(d) The Trustee, acting for the Corporation, may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the 2023 Leased Property under this Lease and the Indenture, subject, however, to the limitations contained in this Lease with respect to the District's obligations upon the occurrence of an Event of Nonappropriation.

The Trustee shall also be entitled, upon any Event of Default, to any moneys in any funds or accounts created under the Indenture (except the Rebate Fund or any defeasance escrow accounts created to defease outstanding Certificates).

Section 14.3 Limitations on Remedies. A judgment requiring a payment of money may be entered against the District by reason of an Event of Default only as to the District's liabilities

described in paragraph (c) of Section 14.2 hereof. A judgment requiring a payment of money may be entered against the District by reason of an Event of Nonappropriation only to the extent that the District fails to surrender the 2023 Leased Property as required by Section 6.6 hereof, and only as to the liabilities described in paragraph (c)(i) of Section 14.2 hereof. The remedy described in paragraph (c)(ii) of Section 14.2 hereof shall not be available for an Event of Default consisting of failure by the District to surrender the 2023 Leased Property by the thirtieth day following an Event of Nonappropriation.

Section 14.4 No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, on behalf of the Corporation, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the Corporation, to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.5 Waivers. Subject to the terms of the Indenture, the Trustee may waive any Event of Default under this Lease and its consequences, as the Trustee deems to be in the best interest of the Owners. In the event that any agreement contained herein is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In view of the assignment of the Corporation's rights under this Lease to the Trustee pursuant to the Indenture, the Corporation shall have no right to waive any Event of Default hereunder without the consent of the Trustee; and the waiver of any Event of Default hereunder by the Trustee shall constitute a waiver of such Event of Default by the Corporation, without the necessity of any action of or consent by the Corporation. A waiver of an Event of Default under the Indenture shall constitute a waiver of the corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

ARTICLE XV MISCELLANEOUS

Section 15.1 Notices. All notices, certificates or other communications required to be given pursuant to this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

(a) If the notice is to the Corporation, then it shall be addressed to the Asset Acquisition Authority, Inc., 1660 Blake Street, Denver, Colorado 80202-1399, Attention: President.

(b) If the notice is to the District, then it shall be addressed to Regional Transportation District, 1660 Blake Street, Denver, Colorado 80202-1399; Attention: Chief Financial Officer.

(c) If the notice is to the Trustee, then it shall be addressed to UMB Bank, n.a., 1670 Broadway, Denver, Colorado 80202, Attention: Corporate Trust and Escrow Services.

The District, the Corporation, and the Trustee may, by written notice, designate any further or different means of communication and further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns, subject, however, to the limitations contained in Article XIII hereof.

Section 15.3 No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the District or the Corporation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District or the Corporation, as the case may be, and not of any member, director, officer, employee, servant or other agent of the District or the Corporation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation (including, without limitation, any obligations relating to payment of principal of, redemption premium, if any, or interest on the Certificates), or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the District or the Corporation or any natural person executing this Lease, the Indenture, the Certificates, or any related document or instrument.

Section 15.4 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or the Indenture, subsequent to the issuance of the 2023 Certificates and prior to the discharge of the Indenture, this Lease may not be effectively amended, changed, modified or altered without the written consent of the Trustee as provided in the Indenture and other than by the execution of a subsequent document in the same manner as this Lease is executed.

Section 15.5 Amounts Remaining in Funds and Accounts. It is agreed by the parties hereto that any amounts remaining in the Base Rentals Fund, the Project Fund, the Extraordinary Revenue Fund, or any other fund or account created under the Indenture upon termination of the

Lease Term, and after payment in full of the Certificates together with accrued interest thereon (or provision for payment thereof having been made in accordance with the provisions of this Lease and the Indenture), and fees and expenses of the Trustee and the Corporation in accordance with this Lease, shall belong to and be paid to the District by the Trustee as an overpayment of Base Rentals; except that amounts remaining in the Rebate Fund shall be applied as provided in Section 5.3 of the Indenture.

Section 15.6 Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease" and, subject to the prior appropriation requirements hereof, the District shall pay absolutely net during the Lease Term, the Base Rentals, the Additional Rentals and all expenses of, or other payments in respect of, the 2023 Leased Property as required to be paid by the District under this Lease, for which a specific appropriation has been effected by the District for such purpose, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.7 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 15.8 Severability. Except for the requirement of the District to pay Base Rentals for which a specific appropriation has been effected by the District for such purpose and the requirement of the Corporation and the Trustee to provide quiet enjoyment of the 2023 Leased Property and to convey the 2023 Leased Property to the District under the conditions set forth in Article XII of this Lease (which, if held invalid or unenforceable by any court of competent jurisdiction, may have the effect of invalidating or rendering unenforceable the other provisions of this Lease), in the event that any other provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.9 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Applicable Law. This Lease shall be governed by and construed in accordance with the law of the State of Colorado.

Section 15.11 Governmental Immunity. Notwithstanding any other provisions of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended.

Section 15.12 Recitals. The Recitals set forth in this Lease are hereby incorporated by this reference and made a part of this Lease.

Section 15.13 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

IN WITNESS WHEREOF, the Corporation has executed this Lease in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers; and the Chair and Secretary of the Board have executed this Lease for and on behalf of the District, all as of the date first above written.

ASSET ACQUISITION AUTHORITY, INC.,
as Lessor

(SEAL)

By: _____
President

ATTEST:

By: _____
Secretary-Treasurer

REGIONAL TRANSPORTATION DISTRICT,
as Lessee

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

EXHIBIT A

DESCRIPTION OF THE 2023 LEASED PROPERTY

Eighteen (18) articulated six-axle electrically powered light rail vehicles that previously comprised a portion of the 2013A Leased Property, acquired pursuant to Contract No. 12FR201 dated July 29, 2002 and Amendment No. 7 thereto dated May 29, 2005 between Regional Transportation District and Siemens Transportation Systems, Inc., Numbers 251-268, inclusive.

Thirty (30) articulated six-axle electrically powered light rail vehicles that previously comprised a portion of the 2016 Leased Property, acquired pursuant to Contract No. 12FR201 dated _____, 20__ between Regional Transportation District and Siemens Transportation Systems, Inc., Numbers 201-230, inclusive.

EXHIBIT B

BASE RENTALS SCHEDULE

<u>Date</u>	<u>Base Rentals Principal Component Certificates</u>	<u>Base Rentals Interest Component Certificates</u>	<u>Total Base Rentals</u>
11/15/2023	\$ --	\$	\$
5/15/2024			
11/15/2024	--		
5/15/2025			
11/15/2025	--		
5/15/2026			
11/15/2026	--		
5/15/2027			

Base Rental payments are due on May 15 and November 15 of each year during the Lease Term. The Base Rentals have been calculated on the basis of a 360-day year of twelve 30-day months. If Base Rentals are stated to be due on any date that is not a Business Day, such Base Rentals shall be due on the next day that is a Business Day without the accrual of interest on Base Rentals between such dates. Capitalized terms not defined herein have the meanings assigned in the Lease.

EXHIBIT C
RELEASE AND AMORTIZATION SCHEDULE

TOTAL AMOUNTS OF BASE RENTALS PRINCIPAL PAYMENTS AND OPTIONAL PRIOR REDEMPTIONS WHICH MUST BE MADE OR OF CERTIFICATES WHICH MUST BE PAID OR DEFEASED, TO RELEASE (1)	PORTION OF THE 2023 LEASED PROPERTY TO BE RELEASED(2)
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(1) Pursuant to Section 12.3 of this Lease, when the principal component of Base Rentals paid by the District or the total principal amount of Certificates paid or deemed to be paid totals the amount set forth in this column, the corresponding portion of the Leased Property will be deemed amortized and shall be released.

(2) For purposes of this Release Schedule each bus shall be deemed to have a release value equal to the purchase price of such bus. In connection with any request to release any buses, the release request shall set forth the value of each bus based on its original purchase price. The buses acquired prior to 2023 shall be released prior to releasing any buses acquired on and after 2023.

EXHIBIT D
FORM OF PROJECT FUND REQUISITION

PROJECT FUND REQUISITION NO. _____

To: UMB Bank, n.a., as Trustee
1670 Broadway
Denver, CO 80202
Attention: Corporate Trust and Escrow Services

The undersigned District Representative (the "District Representative") of the Regional Transportation District (the "District"), as the lessee's representative under the Lease Purchase Agreement dated as of _____, 2023 (the "Lease"), between Asset Acquisition Authority, Inc. (the "Corporation"), as lessor, and the District, as lessee, hereby requisitions the following sum from the Project Fund established under the Indenture of Trust dated as of _____, 2023 (the "Indenture"), entered into by you, as Trustee, and in connection with such request, certifies as follows:

<u>Name and Address of Payee</u>	<u>Purpose for Which Obligation was Incurred</u>	<u>Date Payment Made By District**</u>	<u>Amount To Be Paid</u>
_____	_____	_____	_____
_____	_____	_____	_____

The District Representative further certifies that

- (a) the obligation described above has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project " permitted under the Lease and the Indenture;
- (d) no Event of Default of Event of Nonappropriation has occurred and is continuing;
- (e) the bill, invoice or statement of account for the obligation is attached to this requisition form, if applicable; and
- (f) to the extent that payment is due under a Project Contract or the District is seeking reimbursement for payments made under a Project Contract, either (i) such Project Contract is fully and freely assumable by the Trustee in accordance with Section 7.4 of the Lease, or (ii) the payment or reimbursement requested under any Project Contract is for a motor vehicle or motor vehicles that have already been accepted by the District and titled in the name of the Corporation.

**Applicable only for reimbursement to District.

Dated: _____

REGIONAL TRANSPORTATION DISTRICT

By _____
District Representative