

EXHIBIT D

FORM OF ESCROW AGREEMENT

This Escrow Agreement dated _____, by and among Banc of America Public Capital Corp, a Kansas corporation (the "Lender"), the City and County of Denver, Colorado (the "City"), and US Bank National Association, a national banking association with a corporate trust office in Denver, Colorado, as Escrow Agent (the "Escrow Agent"):

In consideration of the mutual agreements herein set forth, the parties hereto do hereby agree as follows:

1. This Escrow Agreement constitutes Exhibit D of the Installment Purchase Agreement (the "Agreement") dated the date hereof, between the Lender and the City.

2. Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning in this Escrow Agreement.

3. The Lender, the City and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Agreement and this Escrow Agreement shall be deemed to constitute the entire agreement among the Lender, the City and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated "_____, 20__ Installment Purchase Agreement Acquisition Fund" (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of the Lender and the City in accordance with this Escrow Agreement. The Lender, the City and the Escrow Agent intend that the Acquisition Fund constitute an escrow account in which the City has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement therefrom of funds by the Escrow Agent. However, if the parties' intention that the City shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that the Lender have a security interest in the Acquisition Fund, and such security interest is hereby granted. For such purpose, the Escrow Agent hereby agrees to act as agent for the Lender in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Acquisition Fund, the Lender's interest therein.

5. (a) The Lender shall deposit \$_____ in the Acquisition Fund. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon direction of the Manager of Finance of the City or any designee of the Manager of Finance as provided in the Agreement in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. The City does hereby direct and authorize the Escrow Agent to purchase the Qualified Investment set forth in subparagraph (f) of paragraph 6 below if the City does not direct the Escrow Agent in writing otherwise. Such investments shall be held by the Escrow Agent in the Acquisition Fund, and any interest earned on such investments shall be paid to the City as further provided in Appendix A hereto.

(b) The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relative to either the investment of the Acquisition Fund or the purchase, sale, retention or other disposition of any Qualified Investment. The City represents that the investments directed to be purchased by the Escrow Agent pursuant to this paragraph 5 are Qualified Investments as defined in paragraph 6 of this Escrow Agreement.

(c) Any loss or expense incurred from an investment, if such loss or expense has been communicated to the Manager of Finance, will be borne by the Acquisition Fund. This communication

shall be a writing or written statement and may be delivered to the Manager of Finance by mail, hand delivery or facsimile or electronic transmission.

(d) The Escrow Agent is hereby authorized to execute purchase and sales of Qualified Investments through the facilities of its own trading or capital markets operations. The Escrow Agent shall send statements to the City and the Lender periodically reflecting activity for the Escrow Account for the preceding month. Unless jointly directed otherwise by the City and the Lender, Escrow Agent shall invest the Acquisition Fund in Qualified Investment 6(f).

6. "Qualified Investments" means any of the following:

- (a) direct general obligations of the United States of America;
- (b) obligations, the timely payment of the principal and interest on which is fully and unconditionally guaranteed by the United States of America;
- (c) obligations the interest of which is not includable in the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code and which are rated "AA" or better by Standard & Poor's Corporation or "Aa" or better by Moody's Investors Service, Inc.;
- (d) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (a) or (b) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral;
- (e) shares of qualified regulated investment companies which distribute exempt-interest dividends within the meaning of Section 852 of the Code and which are rated "AA" or better by Standard & Poor's Corporation or "Aa" or better by Moody's Investors Service, Inc. (tax-exempt mutual funds); or
- (f) a Money Market Savings Account designated by the Escrow Agent.

The City and Lender acknowledge that the money market accounts of the Escrow Agent are such Escrow Agent's deposit accounts designed to meet the needs of global escrow and other corporate trust customers of the Escrow Agent. The accounts pay competitive variable interest rates, which are determined based upon the customer's aggregated balance. Each customer's deposit is insured by the Federal Deposit Insurance Corporation ("FDIC") as determined under FDIC Regulations, up to applicable FDIC limits. Interest rates currently offered on the accounts are determined at the Escrow Agent's direction and may change daily. The Escrow Agent uses the daily balance method to calculate interest on these accounts. This method applies a daily periodic rate to the principal in the accounts each day of the month and dividing that figure by the number of days in the period. Interest on customer deposits begins to accrue on the business day funds are credited to the Escrow Agent's deposit account. Interest is compounded on a monthly basis. The owner of the accounts is the Escrow Agent as agent for its customers. All account deposits and withdrawals are performed by the Escrow Agent. The Escrow Agent shall not be responsible for maximizing the yield on the Acquisition Fund. The Escrow Agent shall not be liable for losses, penalties or charges incurred upon any sale or purchase of any Qualified Investment.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of the acquisition of the Equipment from one Vendor in _____ () milestone payments. Payments to the Vendor corresponding to the Equipment as accepted shall be made from the Acquisition Fund for the cost of acquisition of the corresponding Equipment upon presentation to the Escrow Agent of a properly executed Acceptance Certificate and Payment Request, the forms of which are attached hereto as Appendix A, executed by the City and approved by the Lender, together with a corresponding invoice for the cost of the acquisition of the corresponding Equipment for which payment is requested and a written approval by the Lender of such payment request. Under the terms of the Agreement, the Lender has agreed that the City may

provide any Acceptance Certificate and Payment Request by facsimile transmission and that, within three days after such certificate and request has been received by the Lender, the Lender shall provide its approval thereof by facsimile transmission to the Escrow Agent.

Within five business days of receipt by the Escrow Agent of the Acceptance Certificate and Payment Request, the Escrow Agent shall notify the Manager of Finance, in writing, that payment to the Vendor has been made from the Acquisition Fund. Such writing may be delivered to the Manager of Finance by mail, hand delivery or facsimile or electronic transmission.

8. Concerning the Escrow Agent.

Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without gross negligence; and shall have no responsibility to inquire into or determine the genuineness, authenticity or sufficiency of any securities, checks or other documents or instruments submitted to it in connection with its duties hereunder;

(b) be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind; and have no liability for acting upon any written or facsimile instruction presented by the City or the Lender in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine;

(c) be entitled to refrain from taking any action contemplated by this Escrow Agreement in the event that it becomes aware of any disagreement between the parties hereto as to any facts or as to the happening of any contemplated event precedent to such action;

(d) have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any provision which may be contained herein;

(e) be entitled to compensation for its services hereunder as per Appendix B, which is attached hereto and made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, all to be paid by the City, and the Escrow Agent shall have, and is hereby granted, a prior lien upon any property, cash, or assets of the Acquisition Fund, with respect to its unpaid fees and nonreimbursed expenses, superior to the interests of any other persons or entities, and shall be entitled and is hereby granted the right to set off and deduct any unpaid fees and nonreimbursed expenses from amounts on deposit pursuant to this Escrow Agreement;

(f) be, and hereby is, indemnified and saved harmless by the Lender (but not by the City) from all losses, costs and expenses, including attorney fees which may be incurred by it as a result of its acceptance of the Acquisition Fund or arising from the performance of its duties hereunder, unless either (i) the Escrow Agent shall have been adjudged to have acted in bad faith or to have been grossly negligent or (ii) such losses, costs and expenses shall have been adjudged to have been caused by the acts or omissions of the City, and such indemnification shall survive its resignation or removal, or the termination of this Escrow Agreement until extinguished by any applicable statute of limitations;

(g) in the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to same;

(h) only have those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document between the other parties hereto, in connection herewith, including, without limitation, the Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(i) have the right, but not the obligation, to consult with nationally-recognized counsel of its choice and shall not be liable for action taken or omitted to be taken by the Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Lender addressed and delivered to the Escrow Agent;

(j) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees; and

(k) shall not be required by any provision of this Escrow Agreement to expend or risk its own funds in the performance of its duties if it shall have reasonable grounds for believing that repayment of such funds is not reasonably assured to it.

Any banking association or corporation into which the Escrow Agent (or substantially all of its corporate trust business) may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

9. Tax Matters.

a) Reporting of Income: The Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, all income earned from the investment of any sum held in the Acquisition Fund against the City, whether or not said income has been distributed during such year, but only as and to the extent required by law.

b) Preparation or Filing of Tax Returns: The Escrow Agent shall have no responsibility for the preparation or filing of any tax return with respect to any income earned by the Acquisition Fund.

c) Payment of Taxes: If it is determined that taxes are payable on income earned from the investment of sums held in the Acquisition Fund, such taxes shall be paid by the City.

10. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of all _____(____) Acceptance Certificates and Payment Requests properly executed by the City and approved by the Lender, (b) the delivery of a direction from the City and the Lender to return to the Lender all or the remaining portion of the original amount deposited by the Lender to the Acquisition Fund and to pay to the City any interest income earned on investments of the Acquisition Fund prior to the delivery of such direction or (c) the presentation of written notification by the Lender that an Event of Default has occurred or that City has terminated the Agreement pursuant to Section 3.03 of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund, other than investment income, shall be used to prepay, in the sole discretion of the Lender, principal components of Rental Payments thereafter payable under the Agreement either (i) in the inverse order of the principal components of such Rental Payments or (ii) proportionately among all such principal components and any amount representing investment income on the Acquisition Fund shall be paid to the City. In the event that the Lender elects to apply such amounts in accordance with clause (i) of the preceding sentence, the City shall continue to make Rental Payments as scheduled under the Agreement. In the event that Lender elects to apply such amounts in accordance with clause (ii) above the Lender shall provide the City with a revised Rental Payment schedule as Exhibit C to the Agreement which shall reflect the revised principal balance and reduced Rental Payments due under the Agreement. Upon termination as described in clause (b) of this paragraph, the original amount deposited by the Lender to the Acquisition Fund shall immediately be paid to the Lender and any interest income earned on investments of the Acquisition Fund prior to the delivery of such direction shall immediately be paid to the City. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to the Lender and any amount representing investment income on the Acquisition Fund shall be paid to the City.

11. The Escrow Agent may at any time resign by giving at least 60 days written notice to the City and the Lender, such resignation to take effect 60 days after such notice has been deposited in the mail or, in the event of initial facsimile transmission, upon the sending of facsimile. If a successor agent has not been appointed within such 60 day period, the Escrow Agent may petition any court of competent jurisdiction or may interplead the City and the Lender in a proceeding for the appointment of a successor Escrow Agent, and all fees, including but not limited to extraordinary fees associated with the filing of interpleader, and expenses associated therewith shall be payable by the City and the Lender. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of the Lender and the City. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lender and the City. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by the Lender and the City. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to the Lender, the City, and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trust, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

12. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment or as to the performance of any obligations of the Lender or the City. In the event the Escrow Agent becomes involved in litigation by reason of the administration of the Acquisition Fund, it is hereby authorized to deposit with the appropriate Clerk of the Court, in which the litigation is pending, any and all funds, securities or other property held by it pursuant hereto, less its reasonable fees, expenses and advances, and thereupon shall stand fully relieved and discharged of any further duties regarding the Acquisition Fund. Also, in the event the Escrow Agent is threatened with litigation by reason of this Escrow Agreement regarding the Acquisition Fund, it is hereby authorized to file an interpleader action in any court of competent jurisdiction and to deposit with the Clerk of such Court, any funds, securities, or other property held by it, less its reasonable fees, expenses and advances, and thereupon shall stand fully relieved and discharged of any further duties regarding the Acquisition Fund.

13. Any notice, consent or request to be given in connection with any of the terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile or electronic

transmission or courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or electronic transmission with receipt confirmed by any of the following methods: telephone, facsimile or electronic transmission or courier delivery service, or (c) four business days after being deposited in the mails, with proper postage prepaid for first-class registered or certified mail.

Notices shall be addressed as follows:

If to the Lender: Banc of America Public Capital Corp
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, CA 94104
Attention: Eileen Harwell, Contracts Administrator

If to the Borrower: Denver International Airport
8500 Pena Blvd., Room 9860
Denver, CO 80249
Facsimile: (303) 342-2215
Attention: Manager of Aviation

If to the Escrow Agent: U.S. Bank National Association
Attn: Susan Selser
60 Livingston Avenue, EP-MN-WS3T
St. Paul, MN 55107-2292
Phone Number: 651-466-6090
Fax Number: 866-691-4161
E-mail: susan.selser@usbank.com

With a fax copy to:
U.S. Bank National Association
Kathleen Connelly
Phone Number: 303-585-4591
Fax Number: 303-585-6865
E-mail: Kathleen.Connelly@usbank.com

14. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. This Escrow Agreement may not be amended except by a written instrument executed by the Lender, the City and the Escrow Agent.

16. Governing Law; Counterparts. This Agreement shall be construed in accordance with the laws of the State of Colorado. It may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument.

17. Electronic Signatures and Electronic Records. Lessor and Escrow Agent consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic

document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original

IN WITNESS WHEREOF, the Lender, the City and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

U.S. Bank National Association,
Escrow Agent

By: _____

Title: _____

Banc of America Public Capital Corp,
Lender

By: _____

Title: _____

CITY AND COUNTY OF DENVER, COLORADO

By: _____
Manager of Aviation

Appendix A to Escrow Agreement

FORM OF ACCEPTANCE CERTIFICATE

NO. ___ of ___ FOR _____

Appendix A Item 1 of _____, 20__ Installment Purchase Agreement

Re: Equipment Agreement Purchase Agreement (the "Agreement") dated _____, 20__, between Banc of America Public Capital Corp, as Lender, and the City and County of Denver, Colorado (the "City"), as Borrower.

To: Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, CA 94104
Attn: Eileen Harwell, Contracts Administration
Phone: (415) 765-1897
Fax: (415) 343-0531
E-mail: Eileen.Harwell@baml.com

and

U.S. Bank National Association
Attn: Susan Selser
60 Livingston Avenue, EP-MN-WS3T
St. Paul, MN 55107-2292
Phone Number: 651-466-6090
Fax Number: 866-691-4161
E-mail: susan.selser@usbank.com

In accordance with the Agreement and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lender as follows:

- (1) The Equipment described in the Agreement at Exhibit A Item 1 has been delivered, installed, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

- (4) The Lender is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of \$_____ in payment of all of the cost of the acquisition, delivery, installation and testing of the Equipment listed at Item 1 on Exhibit A to the Agreement. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 1 in Exhibit A to the Agreement. Pursuant to paragraph 7 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee: _____

Payee's Federal ID Number: _____

- (5) If all/both/the Acceptance Certificate[s] have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with Section 10 of the Escrow Agreement.

City and County of Denver, Colorado, as Borrower

By: _____

(as City Representative under the Agreement)

Acceptance Date: _____

APPROVED:

Banc of America Public Capital Corp, as Lender

By: _____

Title: _____

Appendix B

**Schedule of Fees for Services as
Escrow Agent**

**For
City and County of Denver/
Chase Equipment Finance, Inc. Escrow**

Administrative Fees Billed One Time