AFTER RECORDING, PLEASE RETURN TO:

Sherman & Howard, LLC
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Attention: Matt Hogan, Esq.

SECOND SUPPLEMENT AND AMENDMENT
TO
SECOND AMENDED AND RESTATED MORTGAGE AND
INDENTURE OF TRUST

DATED _____ __, 2023

BETWEEN

CIVIC CENTER OFFICE BUILDING INC.,
AS SETTLOR AND MORTGAGOR

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
AS TRUSTEE AND MORTGAGEE

THIS SECOND SUPPLEMENT AND AMENDMENT TO SECOND AMENDED AND RESTATED MORTGAGE AND INDENTURE OF TRUST (this "Second Supplement"), dated _____ __, 2023, by and between **Civic Center Office Building Inc.,** a Colorado nonprofit corporation, as settlor and mortgagor hereunder, and **Zions Bancorporation, National Association**, together with its successors, as Trustee and mortgagee hereunder, having a corporate trust office in Denver, Colorado and duly organized and existing under the laws of the United States of America, supplementing and amending the Second Amended and Restated Indenture of Trust dated October 1, 2008 (the "2008A Indenture"), between the Corporation and the Trustee;

R E C I T A L S :

WHEREAS, the Corporation and the Trustee entered into a First Supplement to the 2008A Indenture on October 1, 2008 (the "First Supplement"); and

WHEREAS, the Corporation and the Trustee are authorized to enter into this Second Supplement under the terms of the 2008A Indenture; and

WHEREAS, Section 2.8 of the 2008A Indenture permits the execution and delivery of Additional Certificates thereunder without the consent of or notice to the Owners of Outstanding Certificates to provide moneys to pay the costs of making, at any time or from time to time, additions, modifications and improvements for or to the Leased Property; and

WHEREAS, the Corporation and the City have determined that it is convenient and in furtherance of the governmental and proprietary purpose of the City and in the best interests of the City and its inhabitants to design, acquire, construct and equip improvements to the Project (the "Improvements Project"); and

WHEREAS, the City Council has determined that it is necessary, convenient and in furtherance of the governmental purposes of the City and in the best interests of the City and its inhabitants that the Corporation enter into this Second Supplement in order to provide for the execution and delivery of the 2023 Certificates to fund the Improvements Project and the creation and administration of an Improvements Project Fund in connection with the Improvements Project; and

WHEREAS, all acts and things necessary to constitute this Second Supplement a valid Supplemental Indenture under the 2008A Indenture have been done and performed.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Corporation and the Trustee agree to supplement and amend the 2008A Indenture as follows:

Section 1. Definitions. Except as defined in this Section and the recitals hereof, all terms which are defined in either Section 1.2 or the recitals of the 2008A Indenture or in Section 1 or the recitals of the First Supplement shall have the meanings as used in the 2008A Indenture and the First Supplement. The following terms shall have the following respective meanings:

"2023 Certificates" mean the Certificates of Participation, Series 2023 (Wellington E. Webb Municipal Office Building) in the aggregate principal amount of $_____ dated their date

of execution and delivery, executed and delivered pursuant to this Second Supplement, the proceeds of which are to be used as set forth in this Second Supplement.

"2023 Costs of Execution and Delivery Fund" means the fund created under Section 10 hereof.

"2023 Lease" means the Fourth Amended and Restated Build to Suit Lease Purchase Agreement No. 2023 dated _____ __, 2023 between Civic Center Office Building Inc. and the City.

"Authorized Denominations" means (a) for 2008A Certificates bearing interest at a Daily Rate, a Weekly Rate or a Commercial Paper Rate, $100,000 or any integral multiple of $5,000 in excess thereof; (b) for 2008A Certificates bearing interest at a Term Rate, $5,000 or any integral multiple thereof; and (c) for 2023 Certificates, $5,000 or any integral multiple thereof.

"Base Rentals Fund" means the fund created under Section 3.3 hereof and amended by Section 7 of the Second Supplement.

"Base Rentals Reserve Requirement," in respect of the 2008A Certificates, means $17,061,560.63; in respect of the 2023 Certificates, means $0; and, in respect of Additional Certificates means the amount as determined at the time of the execution and delivery of the Additional Certificates.

"Closing" means, with respect to the 2008A Certificates, the date of execution and delivery of the 2008A Certificates; and with respect to the 2023 Certificates, the date of execution and delivery of the 2023 Certificates.

"Extraordinary Mandatory Redemption" means any redemption made pursuant to Section 4.3 of the 2008A Indenture and, (a) with respect to the 2008A Certificates, as provided in the form of the 2008A Certificates set forth in Exhibit B hereto, or (b) with respect to the 2023 Certificates, as provided in the form of the 2023 Certificates set forth in Exhibit B-2 to this Second Supplement.

"Improvements Project" means the Improvements Project described in Exhibit A to the 2023 Lease.

"Interest Payment Date" means, (a) during any Daily Rate Period or any Weekly Rate Period, the first Business Day of each month for interest accruing through the immediately preceding calendar day, (b) during any Commercial Paper Rate Period, the Business Day following each Rate Period, and if applicable, the maturity thereof, (c) each Conversion Date, (d) during any Term Rate Period, each June 1 and December 1, (e) any Business Day on which interest on Bank 2008A Certificates may be due under any Liquidity Facility and (f) with respect to the 2023 Certificates, each ____ 1 and ____1, commencing _____ 1, 202__. If any such date is not a Business Day, the Interest Payment Date shall be the succeeding Business Day.

"Leased Property" means the Project and Improvements Project that constitutes the Leased Property under the 2023 Lease, all as further described on Exhibit A of the 2023 Lease.

"Mortgaged Property" means the Project and Improvements Project, constituting Leased Property under the 2023 Lease, a description of which is set forth on Exhibit A to this Second Supplement.

"Optional Redemption" means any redemption made pursuant to Section 4.1 of the 2008A Indenture and, (a) with respect to the 2008A Certificates, as provided in the form of the 2008A Certificates set forth in Exhibit B to the 2008A Indenture or, (b) with respect to the 2023 Certificates, as provided in the form of the 2023 Certificates set forth in Exhibit B-2 to this Second Supplement.

"Optional Redemption Date" means the date of redemption in respect of any series of 2008A Certificates or 2023 Certificates upon the Prepayment of Base Rentals or the payment of the Purchase Option Price under the 2023 Lease, as follows: (a) for any series of 2008A Certificates in a Daily Rate Mode or a Weekly Rate Mode, any Business Day, (b) for any series of 2008A Certificates in a Commercial Paper Rate Mode, the last day of a Commercial Paper Rate Period and (c) for any series of 2008A Certificates bearing interest at a Term Rate in excess of nine years, the following schedule for the first Optional Redemption Date, if any, with the remaining Optional Redemption Dates being any date thereafter, provided, however, that the Trustee, at the written direction of the Manager of Finance, and with the Approval of Special Counsel, may substitute another schedule effective on any Conversion Date of any series of 2008A Certificates to a Term Rate or to a Term Rate Period of a different duration:

Length of Term Rate Period	Commencement of Redemption Period
More than 15 years	10th anniversary of commencement of Term Rate Period
More than 12, but not more than 15 years	8th anniversary of commencement of Term Rate Period
More than 9, but not more than 12 years	6th anniversary of commencement of Term Rate Period
9 years or less	Not subject to Optional Redemption until commencement of next Rate Period

"Project" means, the Project as defined in the 2008A Indenture, which Project, together with the Improvements Project, constitutes the Leased Property under the 2023 Lease.

"Project Fund" means, with respect to the 2008A Certificates, the Project Fund initially created under the 2000B Indenture, as amended and restated in the 2003C Indenture (which has been closed), and with respect to the 2023 Certificates, the Improvements Project Fund created under Section 3.7 hereof and as amended by Section 11 of the Second Supplement.

"Regular Record Date" means, (a) with respect to each Interest Payment Date for any series of the 2008A Certificates, (i) during any Daily Rate Period, any Commercial Paper Rate Period or any Weekly Rate Period, the close of business on the Business Day preceding such Interest

Payment Date and (ii) during any Term Rate Period, the close of business on the fifteenth (15th) day of the calendar month preceding such Interest Payment Date, regardless of whether such day is a Business Day and (b) with respect to the 2023 Certificates, the close of business on the fifteenth (15^{th}) day of the calendar month immediately preceding the Interest Payment Date (or the Business Day immediately preceding such 15^{th} day, if such day is not a Business Day).

"Revenues" means (a) all amounts payable by or on behalf of the City or with respect to the Leased Property pursuant to the 2023 Lease, including, but not limited to, all Base Rentals, Prepayments, Purchase Option Prices and Net Proceeds, but not including Additional Rentals, except that Base Rentals Reserve Fund and Reserve (Variable Interest Portion) Subaccount payments, deposits, replenishments or reimbursements shall constitute Revenues; (b) any portion of the proceeds of the Certificates deposited with the Trustee in the Base Rentals Fund and the Base Rentals Reserve Fund and any moneys that may be derived from any letter of credit, policy of insurance, surety bond or other credit instrument in respect of the Certificates, including any Liquidity Facilities and any Swap Agreements; and (c) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the 2008A Indenture (except for moneys and securities held in the Rebate Fund, the 2000B Escrow Account in the Base Rentals Fund and the Prepayments Subaccount within the 2003C Base Rentals Account of the Base Rentals Fund); provided that Revenues payable from the Base Rentals Reserve Fund, Reserve (Variable Interest Portion) Subaccount, the Liquidity Facilities and Swap Agreements shall benefit only the 2008A Certificates.

"Site" means the real property described as the Site on Exhibit A of the 2023 Lease.

"Tax Certificate" means the Tax Certificate dated the date of Closing, executed and delivered by the Manager of Finance on behalf of the City with respect to the 2023 Lease.

"Trust Estate" means the estate conveyed to the Trustee in the Granting Clauses of the 2008A Indenture; provided that Mortgaged Property, as amended herein, the 2023 Lease, the Corporation's rights under the 2023 Lease (except the Reserved Rights) and the Project Documents (relating to the Improvements Project) shall be added to the Trust Estate.

"Underwriters" means, with respect to the 2023 Certificates, collectively, BofA Securities, Inc, as representative of the Underwriters, J.P. Morgan Securities LLC, Ramirez & Co. Inc. and Academy Securities, Inc.

Section 2. Amendment of Section 2.1 of 2008A Indenture. Section 2.1 of the 2008A Indenture is amended by modifying the heading and replacing the existing language in its entirety and substituting the following language:

Section 2.1. Amount of the Certificates; Nature of the Certificates; Purchase Price Payments for 2008A Certificates and 2023 Certificates. The aggregate principal amount of the 2008A Certificates which may be executed and delivered pursuant to this 2008A Indenture shall be $260,000,000, except as provided in Section 2.8 hereof. The 2008A Certificates shall be executed and delivered in three series as follows: Series 2008A1 in the aggregate principal amount of $92,860,000; Series 2008A2 in the aggregate principal amount of $78,600,000; and Series 2008A3 in the aggregate principal amount of $88,540,000.

The aggregate principal amount of the 2023 Certificates which may be executed and delivered pursuant to this 2008A Indenture shall be $_____, except as provided in Section 2.8 hereof.

The Certificates shall constitute proportionate interests in the assignment by the Corporation to the Trustee of the Corporation's right to receive the Base Rentals under the 2023 Lease and other Revenues. None of this 2008A Indenture, the Certificates, any Swap Agreements, any Liquidity Facilities or any Remarketing Agreements shall constitute a general corporate obligation or pecuniary liability of the Corporation and the Corporation shall have no obligation with respect to this 2008A Indenture, the Certificates, the Swap Agreements, the Liquidity Facilities or the Remarketing Agreements except to the extent of its assignment of the Trust Estate to the Trustee pursuant to the 2008A Assignment and this 2008A Indenture.

The Certificates shall not constitute a mandatory charge or requirement of the City in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, Charter or statutory debt provision or limitation. No provision of the Certificates 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 City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the 2023 Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year.

The Purchase Price Payments for the 2008A Certificates are payable solely out of (a) *first*, moneys paid to the Trustee by the Remarketing Agent from the proceeds of the remarketing of the 2008A Certificates; (b) *second*, to the extent moneys described in clause (a) are not sufficient therefor, moneys paid for such purpose under the related Liquidity Facility; and (c) *third*, to the extent moneys described in clauses (a) and (b) are not sufficient therefor, moneys, if any, held by the Trustee in the City Base Rentals Subaccount. The moneys so held by the Trustee from the proceeds of the remarketing of the 2008A Certificates and the moneys so paid under a related Liquidity Facility are hereby pledged to the payment of the Purchase Price Payments for the 2008A Certificates, as therein and herein provided. Amounts described in clauses (a) and (b) of this paragraph shall be paid to the Trustee in the manner and at the times provided in Sections 4.6(g), 4.7 and 4.8 hereof.

The Purchase Price Payments for the 2023 Certificates are payable solely out of moneys, if any, held by the Trustee in the City Base Rentals Subaccount.

Nothing provided in this 2008A Indenture or the 2023 Lease shall prohibit the Corporation, the Trustee or the City from purchasing and owning all or any of the Certificates and such purchase and ownership shall not constitute a defeasance or discharge of any of the Certificates.

Section 3. Amendment of Section 2.2 of 2008A Indenture. Section 2.2 of the 2008A Indenture is amended by modifying the heading and adding the following language:

Section 2.2.1. Forms, Denominations, Maturity and Other Terms of 2008A Certificates and 2023 Certificates.

The 2023 Certificates shall be substantially in the form attached to the Second Supplement as Exhibit B-2 (with such appropriate variations, omissions and insertions as are permitted or required by this 2008A Indenture) and all provisions and terms of the 2023 Certificates set forth therein are incorporated in this 2008A Indenture. The 2023 Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature for each series on any given date. The 2023 Certificates shall be numbered from R-1 upwards in respect of each series; provided that while the 2023 Certificates are held by a Depository, one certificate shall be executed and delivered for the full principal amount of the 2023 Certificates.

The Series 2023 Certificates shall be dated ____ __, 2023.

The Series 2023 Certificates shall mature on the dates and in the amounts, with interest thereon at the rates set forth below:

Maturity Date (_____ 1)	Principal	Interest Rate
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The 2023 Certificates shall be subject to redemption prior to maturity and shall be subject to purchase, all as provided in Article 4 hereof.

Section 4. Amendment of Section 2.4 of 2008A Indenture. Section 2.4 of the 2008A Indenture is amended by adding the following language:

Section 2.4.1. Delivery of 2023 Certificates. Upon the execution and delivery of this Second Supplement, the Trustee is authorized to execute and deliver the 2023 Certificates either to DTC or to the purchasers thereof in the aggregate principal amount set forth in Section 2.1 hereof, as provided in this Section:

(a) Before or upon the delivery by the Trustee of any of the 2023 Certificates, there shall be filed with the Trustee an originally executed counterpart of the Escrow Agreement, the 2008A Indenture, the First Supplement, this Second Supplement, the 2023 Lease, endorsements to the 2000 owner's and loan title insurance policies in respect of the Mortgaged Property under which the Corporation's ownership interest and the Trustee's mortgage interest in the Leased Property are insured, and a certified copy of the resolution adopted by the City Council authorizing the City to enter into the 2023 Lease; and

(b) Thereupon, the Trustee shall execute and deliver the 2023 Certificates to DTC or the purchasers thereof, upon payment to the Trustee of a sum equal to the aggregate principal amount of the 2023 Certificates, plus any applicable premium or less any applicable discount. Portions of such sum shall be deposited in the Costs of Execution and Delivery Fund, all as provided in Article 3 hereof and in the 2023 Lease.

Section 5. Amendment of Section 3.1 of 2008A Indenture. Section 3.1 of the 2008A Indenture is hereby amended by adding the following language:

Section 3.1.1 Disposition of Proceeds of 2023 Certificates.

(a) The proceeds of the 2023 Certificates (plus original issue premium) shall be accounted for as follows:

(i) $_____ has been retained by the Underwriters as the Underwriters' fee;

(ii) $_____ shall be deposited in the Costs of Execution and Delivery Fund from the proceeds of the 2023 Certificates and applied to the Costs of Execution and Delivery of the 2023 Lease and the 2023 Certificates, as provided in Section 3.6 hereof; and

(iii) The balance of the proceeds of the 2023 Certificates shall be deposited to the Improvements Project Fund to be used as further described in Section 3.7 of this Second Supplement, in the 2023 Lease and in the Tax Certificate.

Section 6. Amendment of Section 3.2 of 2008A Indenture. Section 3.2 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

> **Section 3.2 Application of Revenues and Other Moneys**. All Base Rentals payable under the 2023 Lease and other Revenues, including any payments under any Swap Agreements, shall be paid directly to the Trustee. If the Corporation receives any other payments on account of the 2023 Lease the Corporation shall immediately deposit the same as provided below.
>
> (a) The Trustee shall deposit all Revenues and any other payments received in respect of the 2023 Lease, immediately upon receipt thereof, as follows:
>
> *First*: on a parity basis, to the respective subaccounts of the 2008A Base Rentals Account and 2023 Base Rentals Account in an amount required to cause the aggregate amount on deposit therein to equal the amount then required to make the principal (whether at maturity or as a result of Mandatory Sinking Fund Redemption) and interest payments due on the 2008A Certificates, 2023 Certificates and any Swap Base Rentals Portions due to any Counterparty on the next Interest Payment Date. In the event that the Trustee receives Prepayments under the 2023 Lease, the Trustee shall transfer such Prepayments to the Prepayments Subaccount in either the 2008A Base Rentals Account or 2023 Base Rentals Account, as applicable, and apply such Prepayments to the Optional Redemption of either the 2008A Certificates or 2023 Certificates, as applicable, or portions thereof in accordance with Section 4.1 hereof.
>
> *Second*: to the Base Rentals Reserve Fund in an aggregate amount equal to the aggregate amount of each prior withdrawal from the Base Rentals Reserve Fund deposited as required under Section 6.2(e) of the 2023 Lease (until deposits on account of such withdrawal are sufficient to fully restore the amount withdrawn); provided that no deposit need be made into the Base Rentals Reserve Fund so long as the balance in the Base Rentals Reserve Fund shall be at least equal to the Base Rentals Reserve Requirement and provided further that such amount shall be applied to the reimbursement of any provider of a letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution that is substituted for cash deposits in the Base Rentals Reserve Fund as permitted by Section 3.4 hereof if such letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution has been drawn upon.
>
> (b) At or about the time of such semiannual deposit of income earned in the Base Rentals Reserve Fund and in any case at least one Business Day prior

to the next Base Rentals Payment Date, the Trustee shall notify the Manager of Finance of the amount of the next due payment of Base Rentals net of the amount then deposited in the City Base Rentals Subaccount in the 2008A Base Rentals Account or 2023 City Base Rentals Account, as applicable, of the Base Rentals Fund, including investment earnings retained therein, moneys deposited from the Counterparties Receipt Subaccount and moneys deposited as a transfer from the Base Rentals Reserve Fund.

Section 7. Amendment of Section 3.3 of 2008A Indenture. Section 3.3 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

Section 3.3 Base Rentals Fund. A special fund is hereby created and established with the Trustee denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement Base Rentals Fund" and separate special accounts and subaccounts are hereby created therein and established with the Trustee as further described below.

The Base Rentals Fund and each account and subaccount thereof shall be in the custody and under the control of the Trustee. The Trustee shall withdraw sufficient funds from the City Base Rentals Subaccount of the 2008A Base Rentals Account and the City Base Rentals Subaccount of the 2023 Base Rentals Account to pay the principal of and interest on the Certificates and to pay Swap Base Rentals Portions due to any Counterparty as the same become due and payable whether on an Interest Payment Date, at maturity or upon prior redemption, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

Any moneys held in the Base Rentals Fund and all accounts and subaccounts thereof shall be invested by the Trustee in accordance with Article 5 hereof.

(a) ***2008A Base Rentals Account and 2023 Base Rentals Account.*** The Base Rentals Fund shall contain, and there is hereby created and established therein, separate special accounts denominated the "2008A Base Rentals Account" and the "2023 Base Rentals Account" which shall be used for the deposit of all Revenues, on a parity basis, upon receipt thereof by the Trustee. Moneys in the 2008A Base Rentals Account shall be used for the payment of the principal of and interest on the 2008A Certificates and any Swap Base Rentals Portions owed to any Counterparty, whether on an Interest Payment Date, at maturity or upon prior redemption. Moneys in the 2023 Base Rentals Account shall be used for the payment of the principal of and interest on the 2023 Certificates on an Interest Payment Date, at maturity or upon prior redemption. Moneys in the 2008A Base Rentals Account shall be applied on a parity basis between the payment of interest on the 2008A Certificates and the payment of Swap Base Rentals Portions. The 2008A Base Rentals Account shall contain six subaccounts and the 2023 Base Rentals Account shall contain two subaccounts as hereinafter described.

(b) ***2008A City Base Rentals Subaccount; Reserve (Variable Rate Portion) Subaccount; Counterparties Receipts Subaccount***. There are hereby established within the 2008A Base Rentals Account, three subaccounts designated the "2008A City Base Rentals Subaccount," the "Reserve (Variable Interest Portion) Subaccount" and the "Counterparties Receipts Subaccount."

The 2008A City Base Rentals Subaccount shall be used for the deposit of all Base Rentals received from the City relating to the 2008A Certificates pursuant to the 2023 Lease. The Trustee shall use the moneys in the 2008A City Base Rentals Subaccount, on a parity basis as set forth in Section 7.2 hereof, to pay the principal of and interest on the 2008A Certificates and any Swap Base Rentals Portions owed to the Counterparties, whether on an Interest Payment Date, at maturity or upon redemption. All income earned from moneys in the 2008A City Base Rentals Subaccount shall be retained therein.

The Reserve (Variable Interest Portion) Subaccount shall be used for the deposit of the portion of the proceeds of the 2008A Certificates set forth in Section 3.1(a)(iv) hereof and the moneys transferred from the Reserve Subaccount in the 2003C Base Rentals Account in the Base Rentals Fund as set forth in Section 3.1(b)(i) hereof, and for the deposit of Additional Rentals received from the City as a replenishment of the Reserve (Variable Interest Portion) Subaccount Requirement, all pursuant to the 2008A Lease and for transfer by the Trustee to the City Base Rentals Subaccount for the payment of principal and interest on the 2008A Certificates and any Swap Base Rentals Portions owed to any Counterparty when due, to the extent that the City Base Rentals Subaccount does not contain moneys in an amount sufficient for these purposes. All income earned from moneys in the Reserve (Variable Interest Portion) Subaccount shall be retained therein and transferred as provided above.

The Counterparties Receipts Subaccount shall be used for the deposit of moneys received by the Trustee from any Counterparty pursuant to the terms of any Swap Agreement, including any termination payments. All income earned from moneys in the Counterparties Receipts Subaccount shall be transferred to the 2008A City Base Rentals Subaccount.

On each Interest Payment Date, the Trustee shall transfer the moneys, if any, in the Counterparties Receipts Account to the 2008A City Base Rentals Subaccount and, if on any Interest Payment Date, Swap Base Rentals Portions are owed to any Counterparty under the terms of a Swap Agreement, the Trustee shall withdraw moneys from the 2008A City Base Rentals Subaccount and pay such Swap Base Rentals Portions to the applicable Counterparty. In addition, if no Event of Indenture Default has occurred and is continuing, with the Approval of Special Counsel and at the written direction of the Manager of Finance, the Trustee shall transfer moneys received by it as a termination payment from any Counterparty pursuant to the terms of a Swap Agreement to any fund, account or subaccount established hereunder or to the City as so directed.

(c) ***2008A Certificates Liquidity Facilities Subaccount; Remarketing Proceeds Subaccount***. There are hereby additionally established within the 2008A Base Rentals Account two special and separate subaccounts designated the "Remarketing Proceeds Subaccount" and the "2008A Certificates Liquidity Facilities Subaccount." Within the Remarketing Proceeds Subaccount and the 2008A Certificates Liquidity Facilities Subaccount there shall be created separate accounts in respect of the Series 2008A1 Certificates, the Series 2008A2 Certificates and the Series 2008A3 Certificates.

The accounts within the Remarketing Proceeds Subaccount shall be used for the deposit of the proceeds of any remarketing of the 2008A Certificates (separately in respect of each series of the 2008A Certificates) pursuant to Section 4.7 hereof. Amounts on deposit in the accounts within the Remarketing Proceeds Subaccount shall be used to pay the Purchase Price of Tendered Certificates as set forth in Section 4.6(g) hereof.

The Trustee shall deposit amounts drawn under any Liquidity Facility in the related account in the 2008A Certificates Liquidity Facilities Subaccount, shall hold such drawn amounts separate and segregated from other amounts on deposit in the 2008A Certificates Liquidity Facilities Subaccount (in the account related to each series of the 2008A Certificates) and apply such amounts as provided in Section 4.6(g) hereof. From any moneys constituting Base Rentals remaining in the City Base Rentals Subaccount after the payment of the principal of and interest on the 2008A Certificates and Swap Base Rentals Portions owed to any Counterparty, there shall be credited to the 2008A Certificate Liquidity Facilities Subaccount not later than the Business Day next preceding the date on which such amounts are due under any 2008A Liquidity Facility, an amount sufficient to reimburse the related 2008A Bank with respect to any Purchase Price paid in respect of a demand for payment under a Liquidity Facility, as required by such Liquidity Facility. Amounts representing Base Rentals deposited in the 2008A Certificates Liquidity Facilities Subaccount shall be expended to pay such reimbursements to the 2008A Banks, pro rata, as the same become due under the related Liquidity Facility. Amounts constituting Base Rentals credited to the 2008A Certificates Liquidity Facilities Subaccount shall be set aside and held in trust for the 2008A Banks and shall be used to pay such reimbursements to the 2008A Banks as the same become due under a Liquidity Facility without requisition, voucher, warrant, further order, or authority (other than is contained herein), or any other preliminaries.

Amounts on deposit in the 2008A Certificates Liquidity Facilities Subaccount and the Remarketing Proceeds Subaccount shall remain uninvested.

(d) ***2008A Prepayments Subaccount***. There is also hereby established within the 2008A Base Rentals Account an additional subaccount designated the "2008A Prepayments Subaccount." The 2008A Prepayments Subaccount shall be used for the deposit of all Prepayments of Base Rentals with respect to the 2008A Certificates under the 2023 Lease, including prepayments of Base Rentals resulting from the exercise by the City of its Purchase Option under the 2023 Lease or other

Prepayments of Base Rentals under the 2023 Lease. With the Approval of Special Counsel, moneys deposited to the 2008A Prepayments Subaccount shall be applied to the Optional Redemption or portions thereof in accordance with Section 4.1 hereof. All income earned from moneys held in the 2008A Prepayments Subaccount shall be transferred to the 2008A City Base Rentals Subaccount.

(e) ***2023 City Base Rentals Subaccount and 2023 Prepayments Subaccount.*** There are hereby established within the 2023 Base Rentals Account, two subaccounts designated the "2023 City Base Rentals Subaccount" and the "2023 Prepayments Account." The 2023 City Base Rentals Subaccount shall be used for the deposit of all Base Rentals received from the City relating to the 2023 Certificates pursuant to the 2023 Lease. The Trustee shall use the moneys in the 2023 City Base Rentals Subaccount, on a parity basis as set forth in Section 7.2 hereof, to pay the principal of and interest on the 2023 Certificates on an Interest Payment Date, at maturity or upon redemption. All income earned from moneys in the 2023 City Base Rentals Subaccount shall be retained therein.

The 2023 Prepayments Subaccount shall be used for the deposit of all Prepayments of Base Rentals with respect to the 2023 Certificates under the 2023 Lease, including prepayments of Base Rentals resulting from the exercise by the City of its Purchase Option under the 2023 Lease or other Prepayments of Base Rentals under the 2023 Lease. With the Approval of Special Counsel, moneys deposited to the 2023 Prepayments Subaccount shall be applied to the Optional Redemption or portions thereof in accordance with Section 4.1 hereof. All income earned from moneys held in the 2023 City Prepayments Subaccount shall be transferred to the 2023 City Base Rentals Subaccount.

Section 8. Amendment of Section 3.4 of 2008A Indenture. Section 3.4 of the 2008A Indenture is hereby amended by adding the following language:

Section 3.4 Base Rentals Reserve Fund. No amounts in the Base Rentals Reserve Fund shall be used to defray the payment of principal, interest or prepayment amounts on the 2023 Certificates.

Section 9. Amendment of Section 3.5 of 2008A Indenture. Section 3.5 of the 2008A Indenture is hereby amended by changing the denomination of the Rebate Fund to the "Civic Center Office Building Inc./Denver Lease Purchase Agreements – Series 2000B/2003C/2008A/ 2023 Certificates Rebate Fund."

Section 10. Amendment of Section 3.6 of 2008A Indenture. Section 3.6 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

Section 3.6 2023 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement - 2023 Certificates,

Costs of Execution and Delivery Fund." All income earned from moneys held in the 2023 Costs of Execution and Delivery Fund shall be retained therein.

Upon the delivery of the 2023 Certificates (a) there shall be deposited into the 2023 Costs of Execution and Delivery Fund from the proceeds of the Certificates the amount directed by Section 3.1(a) hereof and (b) the Financial Advisor shall deliver to the Trustee a budget outlining the anticipated maximum amounts of 2023 Costs of Execution and Delivery in respect of the 2023 Certificates. Payments from the Costs of Execution and Delivery Fund shall be made by the Trustee, based on such budget, upon receipt of a statement or bill for the provision of 2023 Costs of Execution and Delivery of the 2023 Certificates approved in writing by the Manager of Finance and (a) stating the payee, the amount to be paid and the purpose of the payment and (b) certifying that the amount to be paid is due and payable, has not been the subject of any previous requisition and is a proper charge against the 2023 Costs of Execution and Delivery Fund. The Trustee shall transfer all moneys remaining in the Costs of Execution and Delivery Fund to the Project Fund upon the 180th day following the Closing.

Section 11. Amendment of Section 3.7 of 2008A Indenture. Section 3.7 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

Section 3.7 Project Fund. The Project Fund initially created under the 2000B Indenture has been closed and shall remain closed.

With respect to the 2023 Certificates, a special fund is hereby created and established with the Trustee and denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement Improvements Project Fund" which shall be used for payment of the Improvements Project as set forth in Article 7 of the 2023 Lease. Moneys on deposit in the Project Fund shall be disbursed to pay the Costs of the Project upon receipt by the Trustee of one or more requisitions signed by the Manager of Transportation and Infrastructure of the City, as representative of the Corporation for this purpose, all as provided in the 2023 Lease.

Moneys on deposit in the Improvements Project Fund shall be disbursed to pay the Costs of the Project upon receipt by the Trustee of quarterly or monthly requisitions (as requested by the City) containing estimates of the next quarter's or month's (as applicable) Costs signed by either the Manager of Transportation and Infrastructure of the City for the construction related costs or the Manager of General Services of the City for furniture, fixture and equipment related Costs, as representative of the City for the benefit of the Corporation for this purpose, all as provided in the 2023 Lease.

Any moneys remaining in the Improvements Project Fund on the Completion Date, except for amounts set aside by the Trustee to pay remaining Costs of the Improvements Project as provided in the Certificate of Substantial Completion (in form as provided in Exhibit D to the 2023 Lease) filed with the

Trustee by the Manager of Transportation and Infrastructure of the City, shall be transferred to the 2023 Base Rentals Account of the Base Rentals Fund and used for the purposes of such Fund.

Any moneys held in the Improvements Project Fund shall be invested by the Trustee in accordance with Article 5 hereof. The income derived from the investment of the Project Fund shall be retained therein until used for the purposes of the Project Fund or transferred in accordance with this Section and Section 3.2 hereof to the Base Rentals Fund and invested or reinvested in accordance with instructions of Special Counsel.

Section 12. Amendment of Section 4.1 of 2008A Indenture. Section 4.1 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

Section 4.1 Optional Redemption. In the event the City exercises its right to purchase the Leased Property under the 2023 Lease or otherwise prepay Base Rentals with the Approval of Special Counsel and the amount of such prepayment has been deposited to the 2008A Prepayments Subaccount or 2023 Prepayments Subaccount on or before the Optional Redemption Date related to the applicable series of the 2008A Certificates or the 2023 Certificates, any series of the 2008A Certificates or 2023 Certificates designated in writing by the Manager of Finance shall be subject to Optional Redemption, in whole or in part, in integral multiples of $5,000 on any applicable Optional Redemption Date, at a redemption price equal to 100% of the principal thereof, plus accrued interest to the applicable Optional Redemption Date. Such redemption may be made from the moneys deposited therefor in the 2008A Prepayments Subaccount in the 2008A Base Rentals Account of the Base Rentals Fund or the 2023 Prepayments Subaccount in the 2023 Base Rentals Account, respectively.

If part, but not all, of any particular series of the 2008A Certificates is called for Optional Redemption, Bank 2008A Certificates are to be redeemed before any other 2008A Certificates are redeemed. If part, but not all, of any particular series of the 2008A Certificates or the 2023 Certificates is called for Optional Redemption, the 2008A Certificates or 2023 Certificates , as applicable, within the designated series to be redeemed are to be allocated by the Trustee on a reasonably proportionate basis to the reduction of the remaining Mandatory Sinking Fund Redemption Dates, determined and effectuated as nearly as practicable by the Trustee by multiplying the total principal amount of the designated series of the applicable 2008A Certificates or 2023 Certificates to be redeemed pursuant to such Optional Redemption by the ratio which the principal amount of all of the 2008A Certificates in such series or 2023 Certificates, as applicable, required to be redeemed on each remaining Mandatory Sinking Fund Redemption Date, bears to the principal amount of all of the 2008A Certificates in such series or 2023 Certificates in such series outstanding before such Optional Redemption. 2008A Certificates, as applicable, within each series or 2023 Certificates, as applicable, within each series are to be selected for Optional Redemption by the Trustee by lot.

As also provided in Section 6.2(d) of the 2023 Lease, the Trustee shall recalculate the Maximum Base Rentals or Base Rentals, as applicable, due under the 2023 Lease in the case of a Prepayment in part of Base Rentals under the 2023 Lease in a manner that is consistent with the manner in which the Certificates are redeemed pursuant to Optional Redemption, with the written agreement of the Manager of Finance.

Section 13. Amendment of Section 4.2 of 2008A Indenture. Section 4.2 of the 2008A Indenture is hereby amended by replacing the existing language in its entirety and substituting the following language:

Section 4.2 Mandatory Sinking Fund Redemption. Each series of the 2008A Certificates and the 2023 Certificates shall be redeemed prior to maturity, in part, by lot (except that if such series includes any Bank 2008A Certificates, Bank 2008A Certificates shall be redeemed pursuant to Mandatory Sinking Fund Redemption prior to all other 2008A Certificates of the applicable series) at 100% of the principal amount thereof plus interest accrued to the Mandatory Sinking Fund Redemption Date, on the following dates and in the following amounts:

Mandatory Sinking Fund Redemption Date (December 1)	Series 2008A1 Principal Amount	Series 2008A2 Principal Amount	Series 2008A3 Principal Amount	Series 2023 Principal Amount
2009	$360,000	$385,000		
2010	1,020,000	925,000		
2011	1,685,000	1,480,000		
2012	2,420,000	2,085,000	$200,000	
2013	3,225,000	2,740,000	200,000	
2014	3,680,000	3,120,000	200,000	
2015	4,125,000	3,480,000	200,000	
2016	4,265,000	3,605,000	320,000	
2017	4,430,000	3,735,000	530,000	
2018	4,580,000	3,875,000	780,000	
2019	4,760,000	4,015,000	1,030,000	
2020	4,935,000	4,160,000	1,315,000	
2021	5,115,000	4,315,000	1,625,000	
2022	5,305,000	4,470,000	1,960,000	
2023	5,495,000	4,635,000	2,330,000	
2024	5,705,000	4,800,000	2,720,000	
2025	5,910,000	4,975,000	3,150,000	
2026	6,120,000	5,160,000	3,620,000	
2027	6,340,000	5,350,000	3,860,000	
2028	6,580,000	5,540,000	4,130,000	
2029*	6,805,000	5,750,000	4,615,000	
2030			17,755,000	
2031*			38,000,000	

* December 1, 2029 is maturity date for Series 2008A1 Certificates and 2008A2 Certificates; December 1, 2031 is maturity date for Series 2008A3 Certificates. December 1, ____ is maturity date for the Series 2023A Certificates.

If, not less than sixty (60) days prior to any Mandatory Sinking Fund Redemption Date, the City has delivered to the Trustee for cancellation of any

Certificates owned by it and subject to Mandatory Sinking Fund Redemption on such Mandatory Sinking Fund Redemption Date, the Trustee shall credit against such Mandatory Sinking Fund Redemption obligation 100% of the principal amount of the Certificates so delivered and shall correspondingly reduce (a) the principal portion of the Base Rentals payment next due from the City under the 2023 Lease, (b) the principal amount of outstanding 2008A Certificates, if applicable, to be called for redemption on such Mandatory Sinking Fund Redemption Date, and (c) the principal amount of outstanding 2023 Certificates, if applicable, to be called for redemption on such Mandatory Sinking Fund Redemption Date

Section 14. Amendment of Term "2008A Lease" in 2008A Indenture. All references to the term "2008A Lease" in Article 2 through Article 11 of the 2008A Indenture are hereby amended by replacing the term with 2023 Lease."

Section 15. Supplement of 2008A Indenture. This Second Supplement shall supplement and amend only those provisions of the 2008A Indenture and First Supplement addressed herein and all remaining provisions of the 2008A Indenture and First Supplement shall remain the same and such provisions are hereby approved, ratified and confirmed. The 2008A Indenture, as supplemented and amended by the First Supplement and this Second Supplement, is in full force and effect as of the date of this Second Supplement.

[Signature page follows]

Attachments: Exhibit A (Mortgaged Property)

Exhibit B-2 (Form of 2023 Certificates)

IN WITNESS WHEREOF, the Corporation, as settlor and mortgagor, and the Trustee, as Trustee and mortgagee, have caused this Second Supplement to be executed in their respective corporate names all as of the date first above written.

CIVIC CENTER OFFICE BUILDING INC.,
as Settlor and Mortgagor
By DENVER PUBLIC FACILITIES TRUST 2023
By its Trustee
ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By:_____
Zions Bank Division Authorized Representative

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee and Mortgagee

By:_____
Zions Bank Division Authorized Representative

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by Stephanie Nicholls as Authorized Representative of Zions First National Bank, as Trustee for Denver Public Facilities Trust 2023, on behalf of Civic Center Office Building Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

(SEAL) _____
Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by Stephanie Nicholls, as an Authorized Representative of Zions First National Bank.

WITNESS my hand and official seal.

(SEAL) _____
Notary Public

My commission expires: _____

EXHIBIT A
MORTGAGED PROPERTY

Description of Site:

LOTS 1-32, AND ALL OF THE VACATED ALLEY INTERJACENT THERETO, BLOCK 232, EAST DENVER, AND OUTLOT 3, EVANS ADDITION TO THE CITY OF DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO

(Street Address: 201 West Colfax, Denver, Colorado 80202)

Description of Building:

The office building and improvements, including fixtures, acquired, constructed, rehabilitated and installed on the Site in accordance with the provisions of Article 7 (ACQUISITION, REHABILITATION, CONSTRUCTION, INSTALLATION OF THE PROJECT; OCCUPANCY AND MAINTENANCE OF THE PROJECT) and Exhibit F (BUILD TO SUIT PROVISIONS) of the 2000B Lease, as amended and restated by the 2003C Lease, as amended and restated in the 2008A Lease, as amended and restated by the 2023 Lease such building originally referred to as the Civic Center Office Building and now officially named the Wellington E. Webb Municipal Office Building.

Description of the Equipment: All equipment, furniture, machinery and related property acquired and installed as a component of the Project and purchased from the proceeds of the Series 2000B Certificates, as refunded by the proceeds of the Series 2003C Certificates, as refunded by the proceeds of the Series 2008A Certificates.

Description of Improvements Project: The finishes in the Original Project are generally 20 years old and are in need of updated investment, including furniture, carpet, paint and collaborative office space configurations. Accordingly, the City has determined that the Original Project requires significant renovation and rehabilitation in order to facilitate the consolidation of office space for employees currently working from different locations into an efficient and collaborative setting through enhanced utilization of space (the "Improvements Project"). The Improvements Project will upgrade dated and worn-out office finishes to meet current office building standards, codes and ADA requirements.

It is anticipated the Improvements Project will upgrade the Original Project in a way that promotes physical well-being for the City's employees through a positive and healthy work environment. In addition to carpet, paint, and finishes, highlights include, accessibility improvements, construction of added wellness rooms (mother's room/health room), much-needed technology upgrades, space configurations for collaboration and efficiency, increased cubicle space for added employees and growth in a hybrid environment, replacement of discontinued and outdated furniture systems. Where possible, high efficiency appliances will be installed in break rooms and high efficiency lavatory faucets, as well as other flush/flow fixtures, installed as fixtures are being replaced.

There are no exterior improvements anticipated in the scope of this project.

The interior renovation scope may include, but is not limited to, staff open and private offices, conference rooms, break areas, secure storage areas, public interface spaces, and other support functions. The project will require a phased and partial renovation including partial demolition, new interior construction, updated finishes, data and technology upgrades, limited mechanical upgrades as needed, limited electrical and plumbing ("MEP") systems as impacted, and security. Multiple utilities are shared between occupied floors within the Webb Building and phased and occupied construction will need to be analyzed to minimize disruption of services to continuously occupied portions of the building. The existing fire alarm system will need to be protected and kept functional per code requirements.

The public facing spaces within the Webb Building will need to be kept accessible during all phases of construction as well as some upper floors of the building that will not be renovated within this scope (including City Attorney's Office ("CAO") and other departments to be determined). This project is on a dense urban site requiring considerations for site logistics, access, and coordination with multiple City agencies.

EXHIBIT B-2
FORM OF 2023 CERTIFICATES

(Text of Face)

CERTIFICATE OF PARTICIPATION,
SERIES 2023
(Wellington E. Webb Municipal Office Building)
Evidencing a Proportionate Interest in the
Base Rentals and other Revenues under an Annually
Renewable Lease Purchase Agreement No. 2023
between
Civic Center Office Building Inc., as landlord or lessor
and
the City and County of Denver, Colorado, as tenant or lessee

*No. R-*_____ *$*_____

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	_____1, _____	__ _, 2023	

Registered Owner: CEDE & CO.

Principal Amount:

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, together with all other Certificates of Participation, Series 2023 in the aggregate principal amount of $_____ (the "2023 Certificates"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Fourth Amended and Restated Build to Suit Lease Purchase Agreement No. 2023 (the "2023 Lease") dated _____ ___, 2023, between Civic Center Office Building Inc. (the "Corporation"), a Colorado nonprofit corporation, as landlord or lessor, and the City and County of Denver, Colorado (the "City"), a municipal corporation and political subdivision of the State of Colorado (the "State"), as tenant or lessee, and the Second Supplement and Amendment to Second Amended and Restated Mortgage and Indenture of Trust (the "2008A Indenture") dated _____ __, 2023, between the Corporation, as settlor and mortgagee, and Zions Bancorporation, National Association, Denver, Colorado (the "Trustee"), as Trustee and mortgagee. The aggregate principal amount of Certificates of Participation (collectively, the "2023 Certificates") that have been executed and delivered pursuant to the 2008A Indenture is $_____.

All terms capitalized but not defined herein shall have the meanings given to them in the 2008A Indenture and the 2023 Lease.

Under the 2023 Lease, certain Leased Property described therein (the "Leased Property") has been leased by the Corporation to the City and the City has agreed to pay directly to the Trustee Base Rentals in consideration of the City's right to possess and use the Leased Property. Certain

Revenues, including Base Rentals, are required under the 2008A Indenture to be distributed by the Trustee for the payment of the 2023 Certificates and interest thereon. The 2023 Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City. The Corporation has assigned its right to receive Revenues under the 2023 Lease to the Trustee pursuant to the 2008A Indenture. Under the 2008A Indenture, the Corporation has also granted to the Trustee, for the benefit of the Owners of the Certificates, a mortgage and security interest in the Leased Property.

This 2023 Certificate has been executed and delivered pursuant to the terms of the 2008A Indenture. Reference is hereby made to the 2023 Lease and the 2008A Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the 2023 Certificates are delivered, and the rights thereunder of the Owners of the 2023 Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the 2023 Lease, to all of the provisions of which 2023 Lease and 2008A Indenture the Owner of this 2023 Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the 2008A Indenture, without consent of or notice to the owners of the 2023 Certificates and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the 2023 Certificates, are referred to herein as the "Certificates." Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals without preference, priority or distinction of any Certificates, including the 2023 Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the 2008A Indenture, the provisions of the 2008A Indenture may be amended by the Corporation and the Trustee, with the written consent of the City, and with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without consent or notice to such Owners under certain circumstances described in the 2008A Indenture but in no event such that the interests of the Owners of the Certificates are adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner's proportionate share of any payment of Revenues in accordance with the terms of such Owner's Certificate.

THE OWNER OF THIS 2023 CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE 2023 LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). THIS 2023 CERTIFICATE IS SUBJECT TO REDEMPTION AS SET FORTH ON THE APPENDIX HERETO. The interest herein is payable at the interest rate from the Dated Date (specified above) on _____ 1, 2023, and semiannually thereafter on ___ 1 and ____ 1, in each year (the "Interest Payment Dates") and thereafter (A) from the Execution Date (specified below), if this 2023 Certificate is executed on an Interest Payment Date or (B) from the last preceding Interest Payment Date to which interest has been paid in all other cases, until the Principal Amount is paid as set forth herein. Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS 2023 CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE CORPORATION PURSUANT TO THE 2023 LEASE AND OTHER REVENUES AS DEFINED IN THE 2008A INDENTURE BUT ASSIGNED TO THE TRUSTEE. NEITHER THE 2023 LEASE, THIS 2023 CERTIFICATE, THE CERTIFICATES, INCLUDING THE 2023 CERTIFICATES, OR THE OBLIGATION OF THE CITY TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL, HOME RULE CHARTER OR STATUTORY DEBT LIMITATION. NEITHER THE 2023 LEASE, NOR THE CERTIFICATES, INCLUDING THE 2023 CERTIFICATES, HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR.

THE CERTIFICATES CONSTITUTE PROPORTIONATE INTERESTS IN THE ASSIGNMENT BY THE CORPORATION TO THE TRUSTEE OF THE CORPORATION'S RIGHT TO RECEIVE THE BASE RENTALS UNDER THE 2023 LEASE AND OTHER REVENUES. NEITHER THE 2008A INDENTURE NOR THIS 2023 CERTIFICATE, CONSTITUTE A GENERAL CORPORATE OBLIGATION OR PECUNIARY LIABILITY OF THE CORPORATION, AND THE CORPORATION HAS NO OBLIGATION WITH RESPECT TO THIS 2023__ CERTIFICATE, EXCEPT TO THE EXTENT OF ITS ASSIGNMENT OF THE TRUST ESTATE TO THE TRUSTEE PURSUANT TO THE 2023 ASSIGNMENT AND THE 2008A INDENTURE.

This 2023__ Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 2023 Lease or the 2008A Indenture, until executed by the Trustee.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS 2023__ CERTIFICATE SET FORTH ON THE APPENDIX HERETO, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN FULL HERE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State and the 2008A Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this 2023 Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this 2023 Certificate has been executed with the manual signature of an Authorized Representative of the Trustee all as of _____ ___, 2023.

Execution Date: _____ __. ____

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

By:_____
Zions Bank Division
Authorized Representative

(Text of Appendix or Reverse)

As long as Cede & Co., as the nominee for The Depository Trust Company, New York, New York ("DTC") is the Owner hereof, the Principal Amount or redemption price hereof and interest hereon are payable by wire transfer as directed by DTC in writing to the Trustee. If not executed and delivered in book-entry form, the Principal Amount or redemption price hereof and interest hereon payable by check or draft mailed to the Owner at its address last appearing on the registration books maintained by the Trustee or, in the case of Owners of $1,000,000 or more in aggregate principal amount of the 2023 Certificates, by wire transfer of funds to a bank account designated by the Owner in written instructions furnished to the Trustee. Upon the payment of any principal amount of this Series 2023 Certificate pursuant to mandatory sinking fund redemption requirements, the amount so paid is to be recorded in the records of the Paying Agent.

Interest hereon is payable to the Owner, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the15th day of the calendar month immediately preceding the month of the Interest Payment Date (or the Business Day immediately preceding such 15th day, if such 15th day is not a Business Day) or on a "special record date" established in accordance with the Indenture. The Trustee may treat the Owner of this 2023__ Certificate appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Amount or redemption price hereof and interest hereon are payable in lawful money of the United States of America.

This 2023__ Certificate is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, on the registration books kept at the corporate trust office of the Trustee. Upon such transfer, a new fully registered 2023__ Certificate of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange for this 2023__ Certificate, all upon payment of the charges and subject to the terms and conditions set forth in the 2008A Indenture. The Trustee may deem and treat the person in whose name this 2023__ Certificate is registered as the absolute owner hereof, whether or not this 2023__ Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Redemption Provisions

Optional Redemption. If the City exercises its rights to (a) purchase the Corporation's interest in the Leased Property or (b) otherwise prepay Base Rentals under the 2023 Lease with the approval of Special Counsel and the amount of such prepayment has been deposited to the Base Rentals Fund on or before the Optional Redemption Date, the 2023__ Certificates maturing on or after ___ _, 20__, are subject to optional redemption prior to maturity, in whole or in part, in integral multiples of $5,000 on __ __, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the applicable redemption date.

Such Optional Redemption is to be made from moneys deposited therefor in [the Prepayments Subaccount of the 2023 Base Rentals Account of] the Base Rentals Fund and, if 2023__ Certificates are to be redeemed in part, the schedule of Base Rentals due under the 2023 Lease is to be recalculated by the Trustee with the written agreement of the Manager of Finance. For such confirmation, the Trustee may rely on a certification as provided in the Indenture.

If part, but not all, of the 2023__ Certificates are called for Optional Redemption, the 2023__ Certificates to be redeemed are to be selected by the Trustee on a reasonably proportionate basis from the remaining maturity dates, including Mandatory Sinking Fund Redemption Dates, determined and effectuated as nearly as practicable by the Trustee by multiplying the total principal amount of the 2023__ Certificates to be redeemed pursuant to such Optional Redemption by the ratio which the principal amount of all of the 2023__ Certificates maturing or required to be redeemed on each remaining maturity date, including Mandatory Sinking Fund Redemption Dates, bears to the principal amount of all of the 2023__ Certificates outstanding before such Optional Redemption. 2023__ Certificates within each maturity date are to be selected for redemption by the Trustee by lot.

Mandatory Sinking Fund Redemption. The 2023__ Certificates are subject to Mandatory Sinking Fund Redemption at a redemption price equal to the principal amount of the 2023__ Certificates redeemed plus accrued interest to the redemption date, on the following dates and in the following amounts:

Mandatory Sinking Fund Redemption Date (_____ 1)	Principal Amount

* _____ 1, 20__is maturity date for the 2023 Certificates.

If, not less than sixty (60) days prior to any Mandatory Sinking Fund Redemption Date, the City has delivered to the Trustee for cancellation of any Certificates owned by it and subject to Mandatory Sinking Fund Redemption on such Mandatory Sinking Fund Redemption Date, the Trustee is required to credit against such Mandatory Sinking Fund Redemption obligation 100% of the principal amount of the Certificates so delivered and is to correspondingly reduce (a) the principal portion of the Base Rentals payment next due from the City under the 2023 Lease and (b) the principal amount of outstanding 2023 Certificates to be called for redemption on such Mandatory Sinking Fund Redemption Date.

Extraordinary Mandatory Redemption. If the 2023 Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or the Trustee, with the written consent of the City, fails to repair or replace the Leased Property if: (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty; (2) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof, has been taken by eminent domain by any governmental body; (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent; or (4) title to or the use of all or any portion of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds (as defined in the 2023 Lease) of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, are insufficient to pay in full, the cost of repairing or replacing the Leased Property and the City does not appropriate sufficient funds for such purpose or cause the 2023 Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to the 2023 Indenture for such purpose, the Certificates, including the 2023 Certificates, are required to be called for redemption. If called for redemption, as described herein, the Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

The Trustee is required to (1) allocate such Net Proceeds (together with any other available moneys held under the Indenture), proportionately among all outstanding 2023 Certificates and (2) apply such allocation of Net Proceeds to the payment of the principal of and interest on the 2023 Certificates on the regularly scheduled maturity dates and Interest Payment Dates of the 2023 Certificates.

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the 2023 Lease, otherwise received and other moneys then available under the 2008A Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee 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 the 2008A Indenture, without any further demand or notice, is to, exercise all or any combination of Lease Remedies as provided in the 2023 Lease, and the Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest

accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, such excess moneys shall be applied as provided by the 2008A Indenture then any remaining excess moneys are to be paid to the City as an overpayment of the Purchase Option Price in respect of the Leased Property. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. If the Certificates, including the 2023 Certificates, are redeemed for an amount less than the aggregate principal amount thereof plus interest accrued to the redemption date, such partial payment is deemed to constitute a redemption in full of the Certificates, and upon such a partial payment no Owner of such Certificates, including the 2023 Certificates, shall have any further claim for payment against the Corporation, the Trustee or the City.

Partial Redemption. If less than all of the 2023 Certificates are to be redeemed, the 2023 Certificates to be redeemed are selected, in the case of Optional Redemption, as described above under *Optional Redemption"* and, in the case of Mandatory Sinking Fund Redemption, by the Trustee by lot within each maturity. The 2023 Certificates are to be redeemed only in integral multiples of $5,000. The Trustee is to treat any 2023 Certificates of denominations greater than $5,000 as representing that number of separate 2023 Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such 2023 Certificate by $5,000. Upon surrender of any 2023 Certificates for redemption in part, the Trustee, in accordance with the 2023 Indenture, shall execute and deliver in exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of Redemption. Whenever 2023 Certificates are to be redeemed, the Trustee is required to, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for Extraordinary Mandatory Redemption notice which is required to be immediate), mail notice of redemption to all Owners of all 2023 Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid. Any notice of redemption is to (a) identify the Certificates to be redeemed; (b) specify the redemption date and the redemption price; (c) in the event of an Optional Redemption, state that the City has given notice of its intent to exercise its option to purchase or prepay Base Rentals under the 2023 Lease; (d) state that such redemption is subject to the deposit of the funds to such option by the City on or before the stated redemption date; and (e) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to 2023 Certificate Owners, provided that any such notice is required to state that no representation is made as to the correctness of such numbers either as printed on the 2023 Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the 2008A Indenture.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) should be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.	NOTICE: The Assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular without alteration or any change whatever.

(End Form of 2023 Certificate)

AFTER RECORDING, PLEASE RETURN TO:

Sherman & Howard, LLC
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Attention: Matt Hogan, Esq.

SECOND AMENDED AND RESTATED MORTGAGE AND INDENTURE OF TRUST

DATED OCTOBER 1, 2008

BETWEEN

CIVIC CENTER OFFICE BUILDING INC.,
AS SETTLOR AND MORTGAGOR

AND

ZIONS FIRST NATIONAL BANK,
AS TRUSTEE AND MORTGAGEE

This Amended and Restated Mortgage and Indenture of Trust is a mortgage on real property and other property and a security agreement with respect to chattels.

This Table of Contents is not a part of this Indenture and is only for convenience of reference

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Second Amended and Restated Mortgage and Indenture of Trust

THIS SECOND AMENDED AND RESTATED MORTGAGE AND INDENTURE OF TRUST dated October 1, 2008, by and between **Civic Center Office Building Inc**., a Colorado nonprofit corporation, as settlor and mortgagor hereunder, and **Zions First National Bank**, together with its successors, as Trustee and mortgagee hereunder, having a corporate trust office in Denver, Colorado and duly organized and existing under the laws of the United States of America.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this 2008A Indenture.

RECITALS

1. In 2000, the Corporation entered into the 2000B Indenture with the 2000B Trustee. Pursuant to the 2000B Indenture, the 2000B Trustee executed and delivered the 2000B Certificates. After the execution and delivery of the 2000B Indenture and the 2000B Certificates and prior to the execution and delivery of the 2003C Indenture, Zions First National Bank succeeded Vectra Bank Colorado, N.A., as trustee under the 2000B Indenture. The Corporation then entered into the 2003C Indenture with the 2003C Trustee (also the 2008A Trustee or the Trustee hereunder) and pursuant to the 2003C Indenture executed and delivered the 2003C Certificates.

2. The Corporation and the Trustee are entering into this 2008A Indenture to provide for the execution and delivery of the 2008A Certificates and Additional Certificates, if any.

3. The proceeds from the sale of the 2008A Certificates are to be disbursed by the Trustee to the 2003C Trustee for deposit to the Prepayments Subaccount within the 2003C Base Rentals Account in the Base Rentals Fund created under the 2003C Indenture in order to provide for the payment of the 2003C Certificates within the meaning of Section 6.01 of the 2003C Indenture and for other purposes as set forth herein.

4. This 2008A Indenture amends, restates, replaces and supersedes in its entirety the 2003C Indenture.

5. The Corporation and the City have entered into the 2008A Lease, which 2008A Lease amends, restates, replaces and supersedes in its entirety the 2003C Lease.

6. Pursuant to the 2008A Lease, and subject to the rights of the City to not appropriate the Base Rentals and the Additional Rentals thereunder and, therefore, to not renew and to terminate the 2008A Lease and other limitations as therein provided, the City is to pay certain Base Rentals directly to the Trustee in consideration of the City's right to possess and use the Leased Property and certain Additional Rentals either directly to persons or entities to which such Additional Rentals are owed or to the Trustee for deposit to the Costs of Execution and Delivery Fund for payment by the Trustee to persons or entities to which such Additional Rentals are owed.

7. In connection with the execution and delivery of the 2008A Certificates, the 2008A Banks and the Corporation are entering into Liquidity Facilities to provide liquidity in respect of each series of the 2008A Certificates and the Remarketing Agents are entering into Remarketing Agreements with the Corporation providing for the remarketing of each series of the 2008A Certificates that may be tendered for purchase pursuant to Sections 4.6 through 4.8 hereof.

8. In connection with the execution and delivery of the 2008A Certificates, the Corporation is entering into the Initial Swap Agreements with the Initial Counterparties in respect of each series of the 2008A Certificates.

9. In connection with the execution and delivery of the Series 2008A1 Certificates and the Series 2008A2 Certificates, the Swap Surety Bonds Provider is delivering the Swap Surety Bonds to JPMorgan Chase Bank, N.A., as the Initial Counterparty in respect of the Initial Swap Agreements pertaining to the Series 2008A1 Certificates and the Series 2008A2 Certificates.

10. The Trustee has entered into this 2008A Indenture for and on behalf of the Owners of the Certificates, any provider of a Liquidity Facility and any Counterparty and will hold its rights to the Revenues and with respect to the Leased Property and will exercise its rights under the 2008A Lease for the equal and proportionate benefit of the Owners of the Certificates including Bank 2008A Certificates, and, in respect of Swap Base Rentals Portions, the related Counterparty as described herein, and will disburse money received by the Trustee in accordance with this 2008A Indenture.

11. Pursuant to this 2008A Indenture and the 2008A Assignment, the Corporation has assigned all of its right, title and interest in the Revenues, including Base Rentals, the Initial Swap Agreements and any Substitute Swap Agreements, the Swap Surety Bonds, any Liquidity Facilities and the Remarketing Agreements and the Corporation has assigned, pledged, mortgaged and granted a lien on and a security interest in the Mortgaged Property to the Trustee.

NOW, THEREFORE, THIS 2008A INDENTURE WITNESSETH, that to provide for the payment of the principal of, premium, if any, and interest on all Certificates executed and delivered by the Trustee and Outstanding under this 2008A Indenture, according to their tenor and effect, and to secure the rights of the Owners of the Certificates and the performance and observance of all covenants contained in the Certificates and herein and to secure performance of the Liquidity Facilities, if any, and the Swap Agreements, if any, as provided herein, the Corporation does hereby irrevocably, unconditionally and completely grant, sell, mortgage, assign, transfer, set over and pledge unto Zions First National Bank, as Trustee, its successors in trust and assigns forever, the following (collectively referred to as the "Trust Estate"):

(a) The Mortgaged Property, as more fully described in Exhibit A hereto, and all real property improvements now or hereafter located thereon and the tenements, hereditaments, appurtenances, rights, privileges and immunities thereto belonging or appertaining (subject to Permitted Encumbrances and subject to the provisions of Section 9.2 of the 2008A Lease) and any and all machinery, equipment, furnishings and fixtures and all articles of tangible personal property of every kind now owned or hereafter acquired by the Corporation and used or usable in connection with any present or future operation of and now or hereafter located or installed on, under or in the Mortgaged Property;

(b) The 2008A Lease (except the Reserved Rights), any and all Swap Agreements and the Swap Surety Bonds and any and all Liquidity Facilities and the Remarketing Agreements;

(c) All of the Corporation's rights under the 2008A Lease (except the Reserved Rights), the Project Documents, any and all Swap Agreements and the Swap Surety Bonds and any and all Liquidity Facilities and the Remarketing Agreements; and

(d) All of the right, title and interest of the Corporation in and to the Revenues.

PROVIDED, that with respect to the property, interests and income described in paragraphs (b) through (d) above, it is the intention of the Corporation that this 2008A Indenture constitutes an absolute present conveyance of the Corporation's interests therein.

WITH RESPECT TO ALL MORTGAGED PROPERTY THAT IS PERSONAL PROPERTY OR FIXTURES, THE CORPORATION HEREBY GRANTS TO THE TRUSTEE A SECURITY INTEREST IN SUCH MORTGAGED PROPERTY, AND THIS 2008A INDENTURE CONSTITUTES A SECURITY AGREEMENT UNDER THE COLORADO UNIFORM COMMERCIAL CODE, AND ANY SUCCESSOR STATUTE THERETO, so that the Trustee shall have and may enforce a security interest to secure payments of all sums due or to become due under the Certificates and the 2008A Lease, in any or all of the Mortgaged Property, and other articles of property, real, personal and mixed, in addition to, but not in limitation of the lien upon the same as part of the realty imposed by the foregoing provisions thereof, such security interest to attach at the earliest moment permitted by law and also to include and attach to all substitutions and replacements therefor, all contract rights, Base Rentals and general intangibles of the Corporation obtained in connection with or relating to the ownership, operation, construction and maintenance of the Mortgaged Property as well as any and all items of property in the foregoing classifications which are hereafter acquired and all proceeds and any products of any of the foregoing including insurance and proceeds of insurance thereon. To the extent that the proceeds of the Certificates are used for the purchase of Mortgaged Property, the security interest created hereby shall be deemed to be a purchase money security interest.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, for the equal and ratable benefit and security of all Owners of the Certificates without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth and to any provider of a Liquidity Facility, if any, and to any Counterparty under a Swap Agreement, if any, to the extent provided herein.

PROVIDED, HOWEVER, that the Certificates shall be payable solely from the funds and accounts described in Article 3 hereof, except that the Certificates shall not be payable from or have any interest in the Rebate Fund or the 2003C Prepayments Subaccount within the 2003C Base Rentals Account in the Base Rentals Fund.

PROVIDED, FURTHER, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee and to any provider of a Liquidity Facility, if any, and to any Counterparty under a Swap Agreement, if any, to the extent provided herein all sums of money

due or to become due to the Trustee in accordance with the terms and provisions hereof and of the 2008A Lease, then, upon such final payments, this 2008A Indenture and the rights hereby granted (other than with respect to the property, interest and income described in paragraphs (b) through (d) above, which constitute an absolute present conveyance of the Corporation's interests therein as set forth above) shall cease, terminate and be void; otherwise this 2008A Indenture shall be and remain in full force and effect.

THIS 2008A INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and receipts hereby pledged, assigned and mortgaged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Corporation and the Trustee have agreed and covenanted, and do hereby agree and covenant, with the Trustee, as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Certain Funds and Accounts. All references herein to any Funds and Accounts shall mean the Funds and Accounts so designated which are established pursuant to Article 3 hereof.

Section 1.2. Definitions. All capitalized terms defined in Article 1 and Exhibit F of the 2008A Lease shall have the same meaning in this 2008A Indenture. In addition, the following capitalized terms shall have the following meanings under this 2008A Indenture:

"2000B Certificates" means the Certificates of Participation, Series 2000B in the original aggregate principal amount of $200,845,000 executed and delivered pursuant to the 2000B Indenture and refunded and defeased with the proceeds of the 2003C Certificates.

"2000B Indenture" means the Mortgage and Indenture of Trust dated as of July 15, 2000, by and between the Corporation and the 2000B Trustee.

"2000B Lease" means the Amended and Restated Build to Suit Lease Purchase Agreement dated as of July 15, 2000, by and between the Corporation, as landlord and lessor, and the City, as tenant and lessee.

"2000B Trustee" means Zions First National Bank, as the successor trustee under the 2003C Indenture to Vectra Bank Colorado, N.A., the initial trustee thereunder.

"2003C Certificates" mean the Refunding Certificates of Participation, Series 2003C (Wellington E. Webb Municipal Office Building) in the original aggregate principal amount of $250,945,000 and prior to the date hereof Outstanding in the aggregate principal amount of $250,290,000 dated July 17, 2003, executed and delivered pursuant to the 2003C Indenture, in three series designated "2003C1," "2003C2" and "2003C3," and to be refunded and defeased with the proceeds of the 2008A Certificates.

"2003C Indenture" means the Amended and Restated Mortgage and Indenture of Trust dated as of July 15, 2003, by and between the Corporation, as settlor and mortgagor, and the Trustee, as Trustee and mortgagee.

"2003C Lease" means the Second Amended and Restated Build to Suit Lease Purchase Agreement No. 2003C dated as of July 15, 2003, between the Corporation, as landlord and lessor, and the City, as tenant and lessee.

"2003C Trustee" means Zions First National Bank, as trustee under the 2003C Indenture.

"2008A Bank(s)" means, the Initial Bank for the period during which the 2008A Standby CPAs are in effect or any Bank 2008A Certificates are Outstanding, and thereafter means any Substitute Bank then obligated under any Substitute Liquidity Facility at the time in effect.

"2008A Certificates" mean the Refunding Certificates of Participation, Series 2008A (Wellington E. Webb Municipal Office Building) in the aggregate principal amount of $260,000,000 dated their date of execution and delivery, executed and delivered pursuant to this 2008A Indenture, in three series designated "2008A1," "2008A2" and "2008A3," including any Bank 2008A Certificates, the proceeds of which are to be used as set forth herein.

"2008A Indenture" means this Second Amended and Restated Mortgage and Indenture of Trust dated October 1, 2008, by and between the Corporation, as settlor and mortgagee, and the Trustee, as Trustee and mortgagee, as the same may be hereafter amended or supplemented.

"2008A Lease" means the Third Amended and Restated Build to Suit Lease Purchase Agreement No. 2008A dated October 1, 2008, between the Corporation, as landlord and lessor, and the City, as tenant and lessee.

"2008A Standby CPAs" means the Standby Certificate Purchase Agreements, each dated October 1, 2008, among the Trustee, as the Corporation's assignee, the Corporation and the Initial Bank as each may be amended and supplemented.

"Additional Certificates" means Additional Certificates that may be executed and delivered pursuant to this 2008A Indenture.

"Alternate Bank Rate" means, with respect to any Bank 2008A Certificate, such interest rate or sequence of rates (which may be stated as a formula and may be determined by reference to a specified index or indices) as is specified in any Substitute Liquidity Facility then in effect pursuant to which such Bank 2008A Certificate was purchased, and that has been approved in writing by the Manager of Finance.

"Approval of Special Counsel" means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portions of the Base Rentals paid by the City under the 2008A Lease and received by the Owners of the Certificates.

"Authorized Denominations" means (a) for 2008A Certificates bearing interest at a Daily Rate, a Weekly Rate or a Commercial Paper Rate, $100,000 or any integral multiple of $5,000 in

excess thereof and (b) for 2008A Certificates bearing interest at a Term Rate, $5,000 or any integral multiple thereof

"Authorized Representative" means:

(a) in the case of the Corporation, the Trust, as the manager of the Corporation, and when used with reference to any act or document also means any other person authorized by a certificate of the Corporation to perform such act or execute such documents;

(b) in the case of the City, means the person or persons as specified in the 2008A Lease or herein; and

(c) in the case of the Trustee, as Trustee and mortgagee and the Corporation's assignee, any person authorized to perform any act or sign any document by or pursuant to the bylaws or any resolution of the governing body of the Trustee.

"Bank 2008A Certificates" or "Bank Certificates" means, in respect of each series of the 2008A Certificates, 2008A Certificates purchased with moneys drawn under any Liquidity Facility pursuant to Section 4.6(g)(ii) hereof, which are owned by a 2008A Bank or its permitted assigns in accordance with the related Liquidity Facility, if any, until such 2008A Certificates are remarketed by the related Remarketing Agent pursuant to a Remarketing Agreement or paid pursuant to the terms of the related Liquidity Facility or such 2008A Certificates lose their characterization as Bank 2008A Certificates pursuant to such Liquidity Facility.

"Bank 2008A Certificates Maximum Rate" means the maximum rate of interest for Bank 2008A Certificates set forth in any then effective Liquidity Facility, but, in no event, greater than 22% per annum.

"Bank Rate" means, in respect of each series of the 2008A Certificates, (a) when a 2008A Standby CPA is in effect, the Bank Rate as defined in 2008A Standby CPA, and (b) when any Substitute Liquidity Facility is in effect, the then current Alternate Bank Rate. The foregoing notwithstanding, at no time shall the Bank Rate be higher than the Bank 2008A Certificates Maximum Rate.

"Base Rentals Fund" means the fund created under Section 3.3 hereof; the Base Rentals Fund includes separate accounts denominated the "2000B Escrow Account," the "2003C Prepayments Account," and the "2008A Base Rentals Account," and in the 2008A Base Rentals Account, the "2008A Certificates Liquidity Facilities Subaccount," the "Remarketing Proceeds Subaccount," the "City Base Rentals Subaccount," the "Reserve (Variable Interest Portion) Subaccount," the "Counterparties Receipts Subaccount" and the "Prepayments Subaccount."

"Base Rentals Reserve Fund" means the fund created under Section 3.4 hereof.

"Base Rentals Reserve Requirement," in respect of the 2008A Certificates, means $18,000,000.00 (maximum); the actual amount to be set forth in an amendment to this 2008A Indenture; and, in respect of Additional Certificates means the amount as determined at the time of the execution and delivery of the Additional Certificates.

"Beneficial Owners" means any person for which a DTC Participant acquires an interest in Certificates.

"Book Entry Certificates" means Certificates registered in the name of Cede & Co., as nominee of DTC, as more fully provided in Section 2.3 hereof.

"Building" means the building located on the Site as described in Exhibit A of the 2008A Lease at any time and from time to time.

"Business Day" means any day, other than a Saturday or Sunday or a day (a) on which banks located in any city in which the principal office of the related Remarketing Agent is located or in Denver, Colorado, Salt Lake City, Utah or New York, New York are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed.

"Capitalized Interest" means the amount of capitalized interest to be deposited in the Capitalized Interest Subaccount in the 2008A Base Rentals Account in the Base Rentals Fund to provide for Base Rentals coming due under the 2008A Lease for a period of time beginning on the first day of the Initial Term thereof and ending not later than the date designated in Section 3.1 hereof.

"Cede & Co." means DTC's nominee or any new nominee of DTC.

"Certificates" means, collectively, the 2008A Certificates and any Additional Certificates.

"City" means the City and County of Denver, Colorado, only in its capacity as tenant or lessee under the 2008A Lease and not in respect of its police powers or any other capacity, power or function of the City.

"Closing" means the date of execution and delivery of the 2008A Certificates.

"Code" means the Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder.

"Commercial Paper Rate" means, with respect to any series of the 2008A Certificates in the Commercial Paper Rate Mode, the rate at which each 2008A Certificate bears interest during the Commercial Paper Rate Period applicable thereto, as established in accordance with Section 2.10(b) hereof.

"Commercial Paper Rate Mode" means, with respect to any series of the 2008A Certificates in the Commercial Paper Rate Mode, a Rate Mode in which a 2008A Certificate for its respective Commercial Paper Rate Period bears interest at the Commercial Paper Rate.

"Commercial Paper Rate Period" means, with respect to any series of the 2008A Certificates in the Commercial Paper Rate Mode, a period of 1 to 270 days during which such series of the 2008A Certificates bears interest at a Commercial Paper Rate; provided, however, that the first day immediately following the last day of each Commercial Paper Rate Period shall in all events be a Business Day.

"Conversion" means a change in the Rate Mode of any series of the 2008A Certificates made in accordance with the provisions of Section 2.11 hereof.

"Conversion Date," means the day on which the interest rate on the 2008A Certificates is converted from one Rate Mode to a different Rate Mode or was proposed to be converted from one Rate Mode to another Rate Mode, which date must be a Reset Date or an Interest Payment Date.

"Conversion Notice" shall have the meaning ascribed to it in Section 2.11(c) hereof.

"Corporation" means Civic Center Office Building Inc., a nonprofit corporation duly organized and existing under the laws of the State of Colorado.

"Costs of Execution and Delivery" means all items of expense directly or indirectly payable by the Corporation or the Trustee, related to the authorization, sale, execution and delivery of the Certificates by the Trustee and to be paid from the Costs of Execution and Delivery Fund, including but not limited to, survey and title insurance policy costs, costs of preparation and reproduction of documents, costs of printing the Certificates and the Official Statement prepared in connection with the offering of the Certificates, costs of a "yield" verification report in respect of the 2003C Certificates, costs of Rating Agencies and costs to provide information required by Rating Agencies for the rating or proposed rating of Certificates, initial fees and charges of the Trustee and the Paying Agent and for the 2008A Standby CPAs, any termination or adjustment payments required in connection with the transfer, amending and/or confirmations of the Initial Swap Agreements, legal fees and charges, including fees and expenses of Special Counsel, Counsel to the Trustee, Counsel to the Corporation, Counsel to the Initial Bank, Counsel to the Underwriters and the initial Remarketing Agents, fees and disbursements of professionals, the Financial Advisor, and the Underwriters, fees and charges for preparation, execution and safekeeping of the Certificates, and any other cost, charge or fee in connection with the original sale and the execution and delivery of the Certificates.

"Costs of Execution and Delivery Fund" means the fund created under Section 3.6 hereof.

"CRS" means Colorado Revised Statutes.

"Counterparties" or "Counterparty" means, the Initial Counterparties for the period during which the Initial Swap Agreements are in effect and thereafter means any Substitute Counterparty then obligated under any Substitute Swap Agreement at the time in effect.

"Daily Rate" means the rate at which any series of the 2008A Certificates bears interest during a Daily Rate Period, as established from time to time pursuant to Section 2.10(a) hereof

"Daily Rate Mode" means a Rate Mode in which the interest rate for any series of 2008A Certificates in such Rate Mode bears interest at a Daily Rate.

"Daily Rate Period" means any period commencing on a Conversion Date for any series of the 2008A Certificates and each Business Day thereafter.

"Depository" means any securities depository as the Corporation may provide and appoint, in accordance with then current guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Certificates.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"DTC Participant(s)" means any broker-dealer, bank or other financial institution from time to time for which DTC holds Certificates as Depository.

"Event(s) of Indenture Default" means those defaults specified in Section 7.1 of this 2008A Indenture.

"Extraordinary Mandatory Redemption" means any redemption made pursuant to Section 4.3 of this 2008A Indenture and as provided in the form of the 2008A Certificates set forth in Exhibit B hereto.

"Federal Securities" means non-callable bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Financial Advisor" means Piper Jaffray & Co., in respect of the 2008A Lease and the Initial Swap Agreements.

"Fitch" means Fitch Ratings, Inc.; address for notice purposes: One State Street Plaza, New York, NY 10004 Attention: Municipal Structured Finance.

"Indirect Participant" means a person on behalf of whom a DTC Participant directly or indirectly holds an interest in the 2008A Certificates.

"Initial Bank" means JPMorgan Chase Bank, N.A. for all of series of 2008A Certificates and its successors and assigns, as provider of each of the 2008A Standby CPAs.

"Initial Counterparties" means collectively, JPMorgan Chase Bank, N.A. (for the series of 2008A Certificates designated "2008A1" and "2008A2") and the Royal Bank of Canada (for the series of 2008A Certificates designated "2008A3") and their respective successors and assigns, as the counterparties under the Initial Swap Agreements.

"Initial Swap Agreement(s)," in respect of the 2008A Certificates, means the ISDA (International Swaps and Derivatives Association, Inc.) Master Agreement, including the respective Schedules and Confirmations pertaining thereto, as the same may have been amended and confirmed in respect of the 2008A-1 Certificates and the 2008A-2 Certificates and as the same may have been initially executed in respect of the 2008A-3 Certificates, all in connection with the current refunding and defeasance of the 2003C Certificates.

"Interest Rate," in respect of any series of the 2008A Certificates, means a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Term Rate.

"Interest Payment Date" means, (a) during any Daily Rate Period or any Weekly Rate Period, the first Business Day of each month for interest accruing through the immediately preceding calendar day, (b) during any Commercial Paper Rate Period, the Business Day following each Rate Period, and if applicable, the maturity thereof, (c) each Conversion Date, (d) during any Term Rate Period, each June 1 and December 1 and (e) any Business Day on which interest on Bank 2008A Certificates may be due under any Liquidity Facility. If any such date is not a Business Day, the Interest Payment Date shall be the succeeding Business Day. The first Interest Payment Date shall be the first Business Day of November 2008.

"Leased Property" means the Project that constitutes the Leased Property under the 2008A Lease, all as further described on Exhibit A of the 2008A Lease.

"Liquidity Facility" or "Liquidity Facilities" means the 2008A Standby CPAs and any Substitute Liquidity Facility under which any 2008A Bank is obligated to provide funds for the purpose of purchasing tendered 2008A Certificates in accordance with the applicable requirements of any Rating Agency maintaining a rating in respect of any series of the 2008A Certificates, which Liquidity Facilities may be in the form of a line of credit, certificate purchase agreement or letter of credit and is to include any agreement related or pertaining thereto as supplemented or amended from time to time.

"Liquidity Facility Default" means each "default" or "event of default," if any, under any Liquidity Facility the consequence of notice of which is that the 2008A Certificates shall be subject to mandatory tender pursuant to Section 4.6(d)(v) hereof.

"Liquidity Substitution Date" means the day on which a Substitute Liquidity Facility becomes effective.

"Manager of Finance" means the Manager of Finance of the City, in the absence of the Manager of Finance, the City Treasurer as the Manager's designee or such other designees as set forth in a writing from the Manager of Finance delivered to the Trustee.

"Mandatory Sinking Fund Redemption" means any redemption made pursuant to Section 4.2 of this 2008A Indenture and as provided in the form of the 2008A Certificates set forth in Exhibit B hereto.

"Mandatory Sinking Fund Redemption Date" means the dates for Mandatory Sinking Fund Redemption as set forth in Section 4.2.

"Mandatory Tender Date" means any date on which any series of the 2008A Certificates is required to be tendered for purchase in accordance with Section 4.6(d) hereof.

"Maximum Rate" means, in respect of 2008A Certificates that are not Bank 2008A Certificates, 12% per annum.

"Moody's" means Moody's Investors Service, Inc.; address for notice purposes: 99 Church Street, New York, NY 10007-2796.

"Mortgaged Property" means the Project, constituting Leased Property under the 2008A Lease, a description of which is set forth on Exhibit A hereto.

"Municipal Swap Index" means the Municipal Swap Index compiled by the Securities Industry and Financial Markets Association ("SIFMA") as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by SIFMA; provided, however, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "Municipal Swap Index" shall mean such other reasonably comparable index selected by the Manager of Finance.

"No Remarketing Notice" means a notice given by the provider of any Liquidity Facility to the Trustee and the Remarketing Agent pursuant to the Liquidity Facility to the effect that an event of default thereunder has occurred and that from and after the date specified therein no Tendered Bonds are to be remarketed, or any comparable notice given by the provider of a Substitute Liquidity Facility pursuant to the Substitute Liquidity Facility.

"Optional Redemption" means any redemption made pursuant to Section 4.1 of this 2008A Indenture and as provided in the form of the 2008A Certificates set forth in Exhibit B hereto.

"Optional Redemption Date" means the date of redemption in respect of any series of 2008A Certificates upon the Prepayment of Base Rentals or the payment of the Purchase Option Price under the 2008A Lease, as follows: (a) for any series of 2008A Certificates in a Daily Rate Mode or a Weekly Rate Mode, any Business Day, (b) for any series of 2008A Certificates in a Commercial Paper Rate Mode, the last day of a Commercial Paper Rate Period and (c) for any series of 2008A Certificates bearing interest at a Term Rate in excess of nine years, the following schedule for the first Optional Redemption Date, if any, with the remaining Optional Redemption Dates being any date thereafter, provided, however, that the Trustee, at the written direction of the Manager of Finance, and with the Approval of Special Counsel, may substitute another schedule effective on any Conversion Date of any series of 2008A Certificates to a Term Rate or to a Term Rate Period of a different duration:

Length of Term Rate Period	Commencement of Redemption Period
More than 15 years	10th anniversary of commencement of Term Rate Period
More than 12, but not more than 15 years	8th anniversary of commencement of Term Rate Period
More than 9, but not more than 12 years	6th anniversary of commencement of Term Rate Period
9 years or less	Not subject to Optional Redemption until commencement of next Rate Period

"Optional Tender Date" means, in the case of a 2008A Certificate in the Daily Rate Mode or the Weekly Rate Mode, any Business Day.

"Outstanding" means, with respect to the Certificates (including Bank 2008A Certificates), all Certificates executed and delivered pursuant to this 2008A Indenture as of the time in question, except:

(a) All Certificates theretofore canceled or required to be canceled under Section 2.7 of this 2008A Indenture;

(b) Certificates in substitution for which other Certificates have been executed and delivered under Section 2.5 or 2.6 of this 2008A Indenture;

(c) Certificates which have been redeemed, tendered or deemed tendered, all as provided in Article 4 of this 2008A Indenture;

(d) Certificates for the payment or redemption of which provision has been made in accordance with Article 6 of this 2008A Indenture; provided that, if such Certificates are being redeemed, the required notice of redemption has been given or provision satisfactory to the Trustee has been made therefor; and

(e) Certificates deemed to have been paid pursuant to Section 6.1 of this 2008A Indenture.

"Owners" means the Registered Owners of any Certificates and Beneficial Owners.

"Paying Agent" means the Trustee or any successor or additional paying agent appointed pursuant to this 2008A Indenture.

"Permitted Investments," subject to any restrictions set forth in Section 5.2 of this 2008A Indenture, means those investments described in Exhibit C attached hereto.

"Project" means, the Project as defined in the 2008A Lease, which Project constitutes the Leased Property under the 2008A Lease.

"Project Fund" means, the Project Fund initially created under the 2000B Indenture, as amended and restated in the 2003C Indenture. The Project Fund has been closed.

"Purchase Price," means 100% of the principal amount of any 2008A Certificates (or portions thereof) purchased or deemed purchased pursuant to, and as provided in, Sections 4.6 through 4.8 hereof plus accrued interest to the purchase date.

"Purchase Price Payments" means the payments to be made to pay the Purchase Price of 2008A Certificates.

"Rate" means any Daily Rate, Commercial Paper Rate, Weekly Rate or Term Rate.

"Rate Mode" means the Daily Rate Mode, the Commercial Paper Rate Mode, the Weekly Rate Mode or the Term Rate Mode.

"Rate Period" means any Daily Rate Period, any Commercial Paper Rate Period, any Weekly Rate Period or any Term Rate Period.

"Rating Agency" or "Rating Agencies" means Fitch, Moody's, Standard & Poor's or other nationally recognized securities rating agency or agencies as may be designated in writing by the Corporation.

"Rebate Fund" means the fund created under Section 3.5 hereof.

"Registered Owner" means the registered owner of any Certificate as shown on the registration books kept by the Trustee.

"Regular Record Date" means, with respect to each Interest Payment Date for any series of the 2008A Certificates, (i) during any Daily Rate Period, any Commercial Paper Rate Period or any Weekly Rate Period, the close of business on the Business Day preceding such Interest Payment Date and (ii) during any Term Rate Period, the close of business on the fifteenth (15th) day of the calendar month preceding such Interest Payment Date, regardless of whether such day is a Business Day.

"Remarketing Agents" means, initially J.P. Morgan Securities Inc. (in respect of the Series 2008A1 Certificates), the Series 2008A2 Certificates and the Series 2008A3 Certificates and any successor remarketing agents for any series of the 2008A Certificates appointed pursuant to Section 4.9.

"Remarketing Agreements" means the respective Remarketing Agreements dated October 1, 2008, between the initial Remarketing Agent and the Corporation, relating to the remarketing of the related series of the 2008A Certificates and any subsequent remarketing agreement executed by a Remarketing Agent and the Corporation, as assigned to the Trustee, pursuant to Section 4.9 hereof

"Repurchase Date" means, for any 2008A Certificates during a Term Rate Period with respect to such 2008A Certificates, a Business Day determined by the Remarketing Agent on an applicable Reset Date as the date on which such 2008A Certificates will be repurchased by the Trustee or the Trustee's Agent, on behalf of the Corporation (or, if the Remarketing Agent for any reason fails to determine such date, the date determined in accordance with the provisions of this 2008A Indenture).

"Reserve (Variable Interest Portion) Subaccount Requirement" means $3,000,000 (maximum); the actual amount to be set forth in an amendment to this 2008A Indenture.

"Reset Date" means, with respect to a 2008A Certificates in any Daily Rate Mode, any Commercial Paper Rate Mode, any Weekly Rate Mode or any Term Rate Mode, the date on which the interest rate borne by such 2008A Certificates shall be determined in accordance with the provisions of Section 2.10 hereof

"Revenues" means (a) all amounts payable by or on behalf of the City or with respect to the Leased Property pursuant to the 2008A Lease, including, but not limited to, all Base Rentals, Prepayments, Purchase Option Prices and Net Proceeds, but not including Additional Rentals, except that Base Rentals Reserve Fund and Reserve (Variable Interest Portion) Subaccount payments, deposits, replenishments or reimbursements shall constitute Revenues; (b) any portion of the proceeds of the Certificates deposited with the Trustee in the Base Rentals Fund and the Base Rentals Reserve Fund and any moneys that may be derived from any letter of credit, policy of insurance, surety bond or other credit instrument in respect of the Certificates, including any Liquidity Facilities and any Swap Agreements; and (c) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the 2008A Indenture (except for moneys and securities held in the Rebate Fund, the 2000B Escrow Account in the Base Rentals Fund and the Prepayments Subaccount within the 2003C Base Rentals Account of the Base Rentals Fund).

"Site" means the real property described as the Site on Exhibit A of the 2008A Lease.

"Special Counsel" means any counsel experienced in matters of municipal law, satisfactory to the Trustee, and listed in the list of municipal bond attorneys, as published semiannually by *The Bond Buyer*, or any successor publication.

"Special Default" means each "default" or "event of default," if any, under any Liquidity Facility the consequence of which is that the obligation of the 2008A Bank to provide funds for the purchase of tendered 2008A Certificates thereunder is either suspended or terminated without prior notice to Owners.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.; address for notice purposes: 55 Water Street, 38th Floor, New York, NY 10041-001.

"Substitute Bank" means one or more commercial banks, trust companies or financial institutions obligated under any Substitute Liquidity Facility selected by the Manager of Finance.

"Substitute Counterparty" means any one or more counterparties obligated under any Substitute Swap Agreement, as selected and determined by the Manager of Finance.

"Substitute Liquidity Facility" means a Liquidity Facility provided by a Substitute Bank other than the 2008A Bank providing the Liquidity Facility on or prior to the Liquidity Substitution Date; provided, however, that none of the following shall be deemed a Substitute Liquidity Facility: a change in the number of days of interest or interest rate covered by the existing Liquidity Facility and a renewal of the term of the existing Liquidity Facility.

"Substitute Swap Agreement" means a Swap Agreement provided by a Substitute Counterparty.

"Swap Agreement" means any ISDA (International Swaps and Derivatives Association, Inc.) Master Agreement, including the related Schedule and Confirmation pertaining thereto, entered into by the Corporation, in respect of each series of the 2008A Certificates, with a Counterparty, including the Initial Swap Agreements and any Substitute Swap Agreement, as any

such Swap Agreement has been assigned by the Corporation to the Trustee pursuant to this 2008A Indenture.

"Swap Base Rentals Portions" means the amounts constituting a portion of the Variable Interest Portion of Base Rentals that is due to a Counterparty under any Swap Agreement during the Initial Term or any Renewal Term of the 2008A Lease.

"Swap Non-Base Rentals Amounts" means any amounts that are (a) not Swap Base Rentals Portions and (b) obligations of the Corporation due to a Counterparty under any Swap Agreement, as assigned to the Trustee pursuant to the terms hereof, including, without limitation, any termination or adjustment payments.

"Swap Surety Bonds" means the Surety Bonds for Swap Agreement issued by the Swap Surety Bonds Provider in respect of the Initial Swap Agreements pertaining to the Series 2008A1 Certificates and the Series 2008A2 Certificates.

"Swap Surety Bonds Provider" means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company, or any successor thereto and assigns.

"Tax Certificate" means the Tax Certificate dated the date of Closing, executed and delivered by the Manager of Finance on behalf of the City with respect to the 2008A Lease.

"Tender Date" means each Optional Tender Date or Mandatory Tender Date.

"Tender Notice" means the notice delivered by the DTC Participant or the Registered Owner, by telephone and by electronic means, of a 2008A Certificate subject to Optional Tender as provided in Section 4.6(a) and (b) hereof.

"Tendered Certificate" means a 2008A Certificate of any series or portion thereof in an Authorized Denomination mandatorily tendered or tendered at the option of the Owner thereof for purchase in accordance with Section 4.6 hereof, including a Certificate or portion thereof deemed tendered, but not surrendered on the applicable Tender Date.

"Term Rate" means the rate at which any series of the 2008A Certificates bears interest during a Term Rate Period, as established in accordance with Section 2.10(d) hereof.

"Term Rate Mode" means a Rate Mode designated as such in a Conversion Notice in which any series of the 2008A Certificates in such Rate Mode bears interest at a Term Rate.

"Term Rate Period" means, with respect to any series of the 2008A Certificates, the period commencing on the Conversion Date applicable thereto or a Reset Date applicable thereto and extending (a) to and including the next succeeding Reset Date applicable to any series of the 2008A Certificates which Reset Date must be a Business Day at least 365 days from the Conversion Date applicable to such series of the 2008A Certificates or the immediately preceding Reset Date applicable to such series of the 2008A Certificates and (b) to, but not including, the Conversion Date on which such series of the 2008A Certificates in the Term Rate Mode is converted to another Rate Mode, except as otherwise provided in Section 2.10(d) hereof

"Trust" means Denver Public Facilities Trust 2023 created under an Irrevocable Declaration of Trust between Capital Asset Finance Corporation, a Colorado nonprofit corporation, as senior of the Trust, and Zions First National Bank, as trustee for the Trust.

"Trustee" means Zions First National Bank, as Trustee hereunder and its successors and assigns.

"Trust Estate" means the estate conveyed to the Trustee in the Granting Clauses of this 2008A Indenture.

"Underwriters" means collectively, J.P. Morgan Securities Inc., as representative of the Underwriters, Wachovia Securities and Harvestons Securities, Inc.

"Wachovia Securities" means the Municipal Group of Wachovia Bank, National Association, a division of such bank and a subsidiary of Wachovia Corporation.

"Weekly Rate" means the rate at which any series of the 2008A Certificates bears interest during a Weekly Rate Period, as established from time to time pursuant to Section 2.10(c) hereof.

"Weekly Rate Mode" means a Rate Mode in which the interest rate for any series of the 2008A Certificates in such Rate Mode bears interest at a Weekly Rate.

"Weekly Rate Period" means any period commencing on a Conversion Date for any series of the 2008A Certificates or the Wednesday of a calendar week and extending to and including the next succeeding Tuesday.

ARTICLE 2
THE CERTIFICATES

Section 2.1. Amount of the Certificates; Nature of the Certificates; Purchase Price Payments for 2008A Certificates. The aggregate principal amount of the 2008A Certificates which may be executed and delivered pursuant to this 2008A Indenture shall be $260,000,000, except as provided in Section 2.8 hereof. The 2008A Certificates shall be executed and delivered in three series as follows: Series 2008A1 in the aggregate principal amount of $92,860,000; Series 2008A2 in the aggregate principal amount of $78,600,000; and Series 2008A3 in the aggregate principal amount of $88,540,000.

The Certificates shall constitute proportionate interests in the assignment by the Corporation to the Trustee of the Corporation's right to receive the Base Rentals under the 2008A Lease and other Revenues. None of this 2008A Indenture, the Certificates, any Swap Agreements, any Liquidity Facilities or any Remarketing Agreements shall constitute a general corporate obligation or pecuniary liability of the Corporation and the Corporation shall have no obligation with respect to this 2008A Indenture, the Certificates, the Swap Agreements, the Liquidity Facilities or the Remarketing Agreements except to the extent of its assignment of the Trust Estate to the Trustee pursuant to the 2008A Assignment and this 2008A Indenture.

The Certificates shall not constitute a mandatory charge or requirement of the City in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general

obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, Charter or statutory debt provision or limitation. No provision of the Certificates 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 City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the 2008A Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year.

The Purchase Price Payments for the 2008A Certificates are payable solely out of (a) *first*, moneys paid to the Trustee by the Remarketing Agent from the proceeds of the remarketing of the 2008A Certificates; (b) *second*, to the extent moneys described in clause (a) are not sufficient therefor, moneys paid for such purpose under the related Liquidity Facility; and (c) *third*, to the extent moneys described in clauses (a) and (b) are not sufficient therefor, moneys, if any, held by the Trustee in the City Base Rentals Subaccount. The moneys so held by the Trustee from the proceeds of the remarketing of the 2008A Certificates and the moneys so paid under a related Liquidity Facility are hereby pledged to the payment of the Purchase Price Payments for the 2008A Certificates, as therein and herein provided. Amounts described in clauses (a) and (b) of this paragraph shall be paid to the Trustee in the manner and at the times provided in Sections 4.6(g), 4.7 and 4.8 hereof.

Nothing provided in this 2008A Indenture or the 2008A Lease shall prohibit the Corporation, the Trustee or the City from purchasing and owning all or any of the Certificates and such purchase and ownership shall not constitute a defeasance or discharge of any of the Certificates.

Section 2.2. Form, Denominations, Maturity and Other Terms of 2008A Certificates. Each series of the 2008A Certificates shall be substantially in the form attached hereto as Exhibit B (with such appropriate variations, omissions and insertions as are permitted or required by this 2008A Indenture) and all provisions and terms of the 2008A Certificates set forth therein are incorporated in this 2008A Indenture. The 2008A Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature for each series on any given date. The 2008A Certificates shall be numbered from R-1 upwards in respect of each series; provided that while the 2008A Certificates are held by a Depository, one certificate shall be executed and delivered for the full principal amount of each series (2008A1, 2008A2 and 2008A3) of the 2008A Certificates.

Each series of the 2008A Certificates shall be dated the date of Closing. The Series 2008A1 Certificates and the Series 2008A2 Certificates shall mature on December 1, 2029 and the Series 2008A3 Certificates shall mature on December 1, 2031.

No 2008A Certificate of any series or in any Rate Mode shall bear interest at a rate that exceeds the Maximum Rate. Interest on the 2008A Certificates shall be payable on each Interest Payment Date, commencing on the first Business Day of November 2008, except that 2008A Certificates that are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the 2008A Certificates. The 2008A Certificates shall

bear interest as provided herein from, and including, the date of Closing to, but excluding, the date on which the 2008A Certificates mature computed on the basis of (a) a 365 or 366-day year, as appropriate, and actual days elapsed during any Daily Rate Period, any Commercial Paper Rate Period or any Weekly Rate Period and (b) a 360-day year of twelve 30-day months during any Term Rate Period.

The 2008A Certificates shall be subject to redemption prior to maturity and shall be subject to purchase, all as provided in Article 4 hereof.

Each series of 2008A Certificates shall bear interest in any of the following Rate Modes as provided in Section 2.10: Daily Rate Mode, Weekly Rate Mode, Commercial Paper Rate Mode and Term Rate Mode. At any time and from time to time, each series of 2008A Certificates may be in a Rate Mode that is different than the Rate Mode of the other series of 2008A Certificates. No single series of the 2008A Certificates shall bear interest in any more than one Rate Mode at a time. All determinations of Interest Rates and Rate Modes pursuant to this 2008A Indenture shall be conclusive and binding upon the Corporation, the Trustee, any 2008A Bank, any Counterparty, the owners of the 2008A Certificates and the City.

Except for notices by the Manager of Finance in respect of a conversion from one Rate Mode to another, the failure of any person to give any notice, or the failure of any owner of any 2008A Certificate or any other person to receive any notice, provided for in this Article 2 shall not affect the event to which such notice relates nor shall it result in any liability by the Corporation, the Trustee, any 2008A Bank, any Counterparty, the City or the respective Remarketing Agents to any owner of 2008A Certificates to whom such notice was to have been given.

Except for any Certificates for which DTC is acting as Depository or for an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account designated by the Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such purpose, irrespective of any transfer of ownership of Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by telephone and electronic means at least ten (10) days prior to the special record date, to the Owner of each Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice.

Section 2.3. Execution; Global Book-Entry System. Each Certificate shall be executed with the manual signature of a duly authorized officer of the Trustee. It shall not be necessary that the same authorized officer of the Trustee sign all of the Certificates executed and delivered hereunder. In case any authorized officer of the Trustee whose signature appears on the Certificates ceases to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such authorized officer had remained in office until delivery.

No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed in the manner prescribed by this Section, and such execution of any Certificate shall be conclusive evidence that such Certificate has been properly executed and delivered hereunder.

DTC may act as Depository for any Certificates. The Certificates for which DTC is acting as Depository shall be initially executed and delivered as set forth herein with a separate fully registered certificate (in printed or type-written form) for each of the maturities of the Certificates. Upon initial execution and delivery, the ownership of any Certificates for which DTC is acting as Depository shall be registered in the registration books kept by the Trustee, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

The Trustee is hereby authorized to take any and all actions as may be necessary and not inconsistent with this 2008A Indenture in order to qualify any Certificates for the Depository's book-entry system, including the execution of the Depository's form of Representation Letter.

With respect to any Certificates which shall or may be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Trustee shall not have any responsibility or obligation to any DTC Participants or to any Beneficial Owners. Without limiting the immediately preceding sentence, the Trustee shall not have any responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Certificates, including any notice of redemption or mandatory tender, or (c) the payment to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the Certificates; except that so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of $1,000,000 or more in aggregate principal amount of Certificates who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with the Trustee shall be provided with all notices relating to such Certificates by the Trustee or the Trustee, as the case may be.

Except as set forth above, the Trustee may treat as and deem DTC to be the absolute Owner of each Certificate for which DTC is acting as Depository for all purposes, including payment of the principal of and premium and interest on such Certificate, giving notices of redemption and registering transfers with respect to such Certificates. The Trustee shall pay all principal of and interest on the Certificates only to or upon the order of the Owners as shown on the registration books kept by the Trustee or their respective attorneys duly authorized in writing and all such

payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and interest on the Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by the Trustee, shall receive a Certificate. Upon delivery by DTC to the Beneficial Owner and the Trustee, a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.6 hereof, references to "Cede & Co." in this Section shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any Certificates at any time after giving written notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. The Trustee, upon the written direction of the City, may terminate the services of DTC with respect to any Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners, and the Trustee shall provide notice of such termination to the Beneficial Owners.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the Certificates can be found which, in the opinion of the Trustee, on behalf of the Corporation, is willing and able to undertake such functions upon reasonable or customary terms, or if the Trustee, on behalf of the Corporation, determines that it is in the best interests of the Beneficial Owners of the Certificates that they be able to obtain certificated Certificates, the Certificates shall no longer be restricted to being registered in the registration books of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.6. To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.6, the Certificates will be delivered to the Beneficial Owners.

Section 2.4. Delivery of Certificates. Upon the execution and delivery of this 2008A Indenture, the Trustee is authorized to execute and deliver the Certificates either to DTC or to the purchasers thereof in the aggregate principal amount set forth in Section 2.1 hereof, as provided in this Section:

(a) Before or upon the delivery by the Trustee of any of the Certificates, there shall be filed with the Trustee an originally executed counterpart of the Escrow Agreement, this 2008A Indenture, the 2008A Lease, the 2008A Standby CPAs, the Initial Swap Agreements, copies of the Swap Surety Bonds, endorsements to the 2000 owner's and loan title insurance policies in respect of the Mortgaged Property under which the Corporation's ownership interest and the Trustee's mortgage interest in the Leased Property are insured, and a certified copy of the ordinance adopted by the City Council authorizing the City to enter into the 2008A Lease; and

(b) Thereupon, the Trustee shall execute and deliver the 2008A Certificates to DTC or the purchasers thereof, upon payment to the Trustee of a sum equal to the aggregate principal amount of the 2008A Certificates, plus any applicable premium or less any applicable discount. Portions of such sum shall be deposited with the 2003C Trustee pursuant to the Escrow Agreement

in the 2003C Escrow Account of the Base Rentals Fund, the Base Rentals Reserve Fund and the Costs of Execution and Delivery Fund, all as provided in Article 3 hereof and in the 2008A Lease.

Section 2.5. Mutilated, Lost, Stolen or Destroyed Certificates. In the event the Certificates are in the hands of DTC or Owners and one or more is mutilated, lost, stolen or destroyed, a new Certificate may be executed by the Trustee, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received indemnity from DTC or the Owner of the Certificate, as the case may be, satisfactory to it and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, that there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee. In the event that any such Certificate shall have matured, instead of executing and delivering a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge DTC or the Owner of the Certificate, as the case may be, with its reasonable fees and expenses in this connection.

Section 2.6. Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates. Books for the registration and for the transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar. Upon surrender for transfer of any Certificate at the principal corporate trust office of the Trustee or at such other location as it shall designate, the Trustee shall execute and deliver in the name of the transferee or transferees a new Certificate or Certificates of the same series, of a like aggregate principal amount and of the same maturity.

Certificates may be exchanged at the principal corporate trust office of the Trustee or at such other location as it shall designate for an equal aggregate principal amount of Certificates of the same series, of the same maturity of other authorized denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

All Certificates presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his attorney duly authorized in writing.

The Trustee shall not be required to transfer or exchange any Certificate during the period of fifteen (15) days next preceding any Interest Payment Date nor to transfer or exchange any Certificate after the mailing of notice calling such Certificate for redemption has been made as herein provided, nor during the period of fifteen (15) days next preceding the mailing of such notice of redemption.

New Certificates delivered upon any transfer or exchange shall evidence the same obligations as the Certificates surrendered, shall be secured by this 2008A Indenture and entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest on any Certificate shall be made only to or upon the written order of the Owner thereof or his legal

representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

The Trustee shall require the payment, by any Owner requesting exchange or transfer of Certificates, of any reasonable transfer fees, tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.7. Cancellation of Certificates. Whenever any outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this 2008A Indenture, upon payment thereof or for or after replacement pursuant to Sections 2.5 or 2.6 hereof, such Certificates shall be promptly canceled and destroyed by the Trustee, and counterparts of a certificate of destruction evidencing such destruction shall be held by the Trustee in its files relating to this 2008A Indenture.

Section 2.8. Additional Certificates. So long as no Event of Indenture Default, Event of Nonappropriation or Event of Lease Default has occurred and is continuing and the Lease Term is in effect, one or more series of Additional Certificates may be executed and delivered upon the terms and conditions set forth in this Section.

Additional Certificates may be executed and delivered without the consent of or notice to the Owners of Outstanding Certificates or any 2008A Bank, except as hereinafter provided:

(a) to provide moneys to pay the costs of making, at any time or from time to time, such substitutions, additions, modifications and improvements for or to the Leased Property; or

(b) for the purpose of refunding or refinancing all or any portion of Outstanding Certificates; or

(c) to fund any termination payments that may be owed to a Counterparty under any Swap Agreement.

In such case, the Costs of Execution and Delivery of the Additional Certificates, deposits to the Base Rentals Reserve Fund and other costs reasonably related to the purposes for which Additional Certificates are being executed and delivered may be included as agreed by the Corporation and the Trustee.

Additional Certificates may be executed and delivered only upon there being furnished to the Trustee:

(a) Originally executed counterparts of the:

(i) supplemental 2008A Indenture; and

(ii) amendment to the 2008A Lease; and

(b) A written opinion of Special Counsel, acceptable to the Trustee, to the effect that:

(i) the execution and delivery of Additional Certificates have been duly authorized and that all conditions precedent to the delivery thereof have been fulfilled;

(ii) the excludability of interest from gross income for federal income tax purposes on Outstanding Certificates, including any Additional Certificates theretofore executed and delivered, will not be adversely affected by the execution and delivery of the Additional Certificates being executed and delivered; and

(iii) the sale, execution and delivery of the Additional Certificates, in and of themselves, will not constitute an Event of Indenture Default or an Event of Lease Default nor cause any violation of the covenants or representations herein or in the 2008A Lease;

(c) Proceeds of such Additional Certificates for deposit into the Base Rentals Reserve Fund or a surety bond or insurance policy in lieu of or in substitution for such deposit, in an amount, if any, necessary to increase the amount on deposit in the Base Rentals Reserve Fund to the then applicable Base Rentals Reserve Requirement in respect of the Certificates then Outstanding and the Additional Certificates;

(d) Written directions from the underwriter or placement agent with respect of the Additional Certificates, together with written acknowledgment of the City, to the Trustee to deliver the Additional Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified purchase price;

(e) Additional Certificates shall bear a series designation that is different from the designations for the series of the 2008A Certificates;

(f) If required, a then effective and applicable Liquidity Facility shall be amended to increase the coverage amounts under such a Liquidity Facility to include the principal of and interest due on such Additional Certificates, in addition to the coverage amounts in respect of the 2008A Certificates immediately prior to such amendments (and, in such case, written evidence that the then current short-term ratings on the outstanding 2008A Certificates will not be reduced or withdrawn as a result of the amendment of a Liquidity Facility); and

(g) If any Bank 2008A Certificates are then Outstanding, the written consent of any 2008A Bank which is the owner of such Bank 2008A Certificates and which consent shall not be unreasonably withheld.

Each Additional Certificate executed and delivered pursuant to this Section shall evidence a proportionate interest in the assignment of the rights to receive the Revenues under this 2008A Indenture and shall be ratably secured with all Outstanding Certificates and in respect of all Revenues and the Mortgaged Property except for any Liquidity Facilities related to the respective series of the 2008A Certificates shall be ranked *pari passu* with such Outstanding Certificates and with Additional Certificates that may be executed and delivered in the future, if any.

So long as a Liquidity Facility is outstanding and the related Liquidity Facility Provider is honoring its obligations thereunder, no Additional Certificates shall be executed and delivered except in accordance with the related requirements, if any, set forth in such Liquidity Facility.

Section 2.9. Initial Rate Mode; Subsequent Rates and Rate Periods. Each series of the 2008A Certificates shall initially be executed and delivered in a Daily Rate Mode. Thereafter, each series of the 2008A Certificates shall bear interest in a Daily Rate determined for each Daily Rate Period applicable thereto in accordance with Section 2.10(a) hereof unless and until such series is converted to a different Rate Mode.

Section 2.10. Determination of Rates.

(a) ***Daily Rate***. Each series of the 2008A Certificates in a Daily Rate Mode (other than a Bank 2008A Certificate) will bear interest at the Daily Rate. The Daily Rate for each Daily Rate Period shall be effective from and including the commencement date thereof and remain in effect to, but not including, the next succeeding Business Day. The Remarketing Agent shall determine such Daily Rate by 10:00 a.m., New York City time, on the Business Day of the Daily Rate Period to which it relates. Daily Rate Periods in respect of each series of the Series 2008A Certificates shall commence on the date of Closing and any Conversion Date to a Daily Rate, which shall be a Business Day, and thereafter on each Business Day until the type of rate period of the Certificates is converted to another type of rate period, and shall extend to, but not include, the next succeeding Business Day. The Interest Rate for each 2008A Certificate in a Daily Rate Mode to take effect on each Business Day shall be determined by the related Remarketing Agent to be the rate of interest that, if borne by such 2008A Certificate for its Daily Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as such 2008A Certificate and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the first day of the applicable Daily Rate Period with respect to the 2008A Certificates at a price of par, plus accrued interest, if any.

The Remarketing Agent shall notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means of the interest rate borne by the 2008A Certificates in the Daily Rate Mode on each Business Day as soon as practicable after the determination.

If the Remarketing Agent fails for any reason to determine the interest rate for any Daily Rate Period, the interest rate then in effect for such Certificates shall remain in effect from day to day until the Trustee is notified of a new Daily Rate determined by the Remarketing Agent.

(b) ***Commercial Paper Rate***. Any series of the 2008A Certificates in a Commercial Paper Rate Mode (other than a Bank 2008A Certificate) shall bear interest at the Commercial Paper Rate. The Commercial Paper Rate Period for and Commercial Paper Rate on each 2008A Certificates in a Commercial Paper Rate Mode shall be determined by the related Remarketing Agent on or before 12:30 p.m., New York City time, on the first day of each Commercial Paper Rate Period with respect to the 2008A Certificates; provided, however, that if such Remarketing Agent fails to specify the next succeeding Commercial Paper Rate Period for such a 2008A Certificate, such Commercial Paper Rate Period for that 2008A Certificate shall be one (1) Business Day. The interest rate for each 2008A Certificate in a Commercial Paper Rate Mode to take effect on such day shall be determined by the related Remarketing Agent to be the rate of

interest that, if borne by such 2008A Certificate for its Commercial Paper Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as such 2008A Certificate and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the first day of the applicable Commercial Paper Rate Period with respect to the 2008A Certificates at a price of par, plus accrued interest, if any.

Each 2008A Certificate in a Commercial Paper Rate Mode (other than a Bank 2008A Certificate) shall bear interest during a particular Commercial Paper Rate Period at a rate per annum equal to the interest rate determined above. The Remarketing Agent shall notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means of the term or terms of and the interest rate or rates borne by the 2008A Certificates in the Commercial Paper Rate Mode on the first day of each Commercial Paper Rate Period.

If for any reason (i) the Commercial Paper Rate for a Commercial Paper Rate Period is not established as aforesaid, (ii) no Remarketing Agent shall be serving hereunder in respect of a related series of the 2008A Certificates or (iii) pursuant to the applicable Remarketing Agreement the Remarketing Agent is not then required to establish a Commercial Paper Rate, then the Commercial Paper Rate for such Commercial Paper Rate Period shall be the Municipal Swap Index on the date such Commercial Paper Rate was to have been determined by the Remarketing Agent. If for any reason the Commercial Paper Rate for a Commercial Paper Rate Period can not be determined by reference to the Municipal Swap Index, then the Commercial Paper Rate to be borne by the 2008A Certificates shall be the Rate in effect on the day preceding the first day of such Commercial Paper Rate Period.

(c) ***Weekly Rate***. Each series of the 2008A Certificates in a Weekly Rate Mode (other than a Bank 2008A Certificate) will bear interest at the Weekly Rate. The Weekly Rate shall be determined by the related Remarketing Agent for each series of the 2008A Certificates to be the rate of interest that, if borne by the 2008A Certificates for such Weekly Rate Period, in the judgment of the related Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the first day of the applicable Weekly Rate Period at a price of par, plus accrued interest, if any.

On the Business Day on which the Weekly Rate is set, the Remarketing Agent shall notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means of the interest rate borne by the 2008A Certificates in the related Weekly Rate Period.

For any series of the 2008A Certificates in a Weekly Rate Mode, the related Remarketing Agent shall determine a Weekly Rate for each Weekly Rate Period applicable to the 2008A

Certificates by 4:00 p.m., New York City time, on the Business Day preceding the first day of such Weekly Rate Period. If for any reason (i) the Weekly Rate for a Weekly Rate Period is not established as aforesaid, (ii) no Remarketing Agent shall be serving hereunder in respect of a related series of the 2008A Certificates or (iii) pursuant to the applicable Remarketing Agreement the Remarketing Agent is not then required to establish a Weekly Rate, then the Weekly Rate for such Weekly Rate Period shall be the rate per annum expressed as a decimal, equal to the Municipal Swap Index on the date such Weekly Rate was to have been determined by the Remarketing Agent. If for any reason the Weekly Rate applicable to the 2008A Certificates for a Weekly Rate Period can not be determined by reference to the Municipal Swap Index, then the Rate to be borne by the 2008A Certificates shall be the Rate for the 2008A Certificates in effect on the day preceding the first day of such Weekly Rate Period.

(d) ***Term Rate***. Each series of the 2008A Certificates in a Term Rate Mode (other than a Bank 2008A Certificate) will bear interest at the Term Rate. No less than fifteen (15) Business Days prior to the end of each Term Rate Period for the 2008A Certificates, the Manager of Finance shall deliver to the Trustee and the related Remarketing Agent written notice of the Manager of Finance's determination of the next succeeding Term Rate Period, which Term Rate Period shall end on a Business Day and shall not necessarily be the maturity date of the 2008A Certificates; provided, however, that if the Manager of Finance fails to specify the next succeeding Term Rate Period, such Term Rate Period shall be the shorter of (i) the same period as the immediately preceding Term Rate Period, or (ii) the period remaining to and including the final maturity date of the 2008A Certificates.

The Term Rate applicable to a series of the 2008A Certificates shall be the interest rate determined by the Remarketing Agent not later than a date ten (10) Business Days prior to the Conversion Date or the next Reset Date for the 2008A Certificates. The interest rate applicable to the 2008A Certificates in the Term Rate Mode shall be the lowest rate which, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the Conversion Date or the Reset Date at a price of par, plus accrued interest, if any. If the Remarketing Agent is unable to remarket all of the applicable series of the 2008A Certificates in the Term Rate Mode at the interest rate determined by the Remarketing Agent pursuant to the preceding sentence, the Remarketing Agent may at any time prior to the Conversion Date or the Reset Date increase the interest rate to that rate of interest which is the lowest rate which, in the judgment of the Remarketing Agent having due regard for the prevailing financial market conditions for lease certificates of participation or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the Conversion Date or the Reset Date at a price of par, plus accrued interest, if any. No more than five (5) Business Days prior to the Conversion Date or the Reset Date with respect to the 2008A Certificates, the Remarketing Agent shall notify by telephone (confirmed in writing) or by electronic means the Trustee, the Manager of Finance and each Registered Owner of the 2008A Certificates of any such adjustment in the

interest rate. The Remarketing Agent shall not increase the interest rate later than two (2) Business Days prior to the Conversion Date or the Reset Date applicable to the 2008A Certificates and written notice of the increased interest rate shall be given by the Remarketing Agent concurrently to the Trustee, the applicable Liquidity Facility provider and the Manager of Finance.

The interest rate on the 2008A Certificates in the Term Rate Mode shall not be reset on any Reset Date unless at least five (5) Business Days prior to such Reset Date and again on such Reset Date, the Trustee, the Manager of Finance and the Remarketing Agent receive Approval of Special Counsel; provided, however, that such Approval of Special Counsel shall not be required if the duration of the new Term Rate Period is the same as the previous Term Rate Period.

If for any reason, the interest rate for a 2008A Certificate in the Term Rate Mode is not or cannot be determined by the Remarketing Agent in the manner specified above, the interest rate on such 2008A Certificate will be equal to the SIFMA Index on lease certificates of participation or bonds with the same long term ratings and maturity as such 2008A Certificate minus ten (10) basis points for the most recent period for which such information is available on the date the interest rate is to be determined or if such index or its equivalent is no longer published, the interest rate currently in effect on the 2008A Certificate in the Term Rate Mode.

(e) ***Bank 2008A Certificates***. During the period any 2008A Certificate constitutes a Bank 2008A Certificate, such 2008A Certificate shall bear interest at the Bank Rate. The payment of the principal and premium, if any, and interest which accrues with respect to Bank 2008A Certificates shall be payable in accordance with the applicable Liquidity Facility. The Bank Rate shall not be payable on 2008A Certificates which were formerly Bank 2008A Certificates after such 2008A Certificates have been remarketed. Nothing provided in this 2008A Indenture or the 2008A Lease shall prohibit the Corporation, the Trustee or the City from purchasing and owning all or any of the Bank 2008A Certificates.

(f) ***Limitations on Rates***. No 2008A Certificate of any series or in any Rate Mode shall bear interest at a rate that exceeds the Maximum Rate, except for Bank 2008A Certificates that shall not bear interest at a rate in excess of the Bank 2008A Certificates Maximum Rate.

(g) ***Limitation on Rate Periods***. No Daily Rate Period, Commercial Rate Period, Weekly Rate Period or Term Rate Period for the 2008A Certificates shall extend beyond the fifth (5th) day (or preceding Business Day if such day is not a Business Day) prior to the scheduled expiration date of the related Liquidity Facility then in effect, if any.

(h) ***No Liability***. In determining the Rate applicable to a 2008A Certificate the Remarketing Agent shall have no liability to the Trustee, any 2008A Bank, the Counterparties, the Corporation, the City or any owner of 2008A Certificates, except for its respective willful misconduct or negligence.

Section 2.11. Determination of Rate Modes. ***Conversion of Rate Modes***.

(i) In order to designate a new Rate Mode for any series of the 2008A Certificates, the Manager of Finance, shall deliver to the Trustee, as the Corporation's assignee, a Conversion Notice in accordance with the provisions of paragraph (c)(i) of this Section;

(ii) No conversion of a Rate Mode shall occur pursuant to this paragraph (a) unless:

(A) on the Conversion Date no Event of Indenture Default under this 2008A Indenture has occurred and is continuing;

(B) on or prior to 10:00 a.m., New York City time, on the day a Conversion Notice is delivered in accordance with paragraph (c)(i) of this Section, the Trustee and the Manager of Finance shall receive a letter from Special Counsel stating that, based on the then current law, such Special Counsel knows of no reason why the Approval of Special Counsel required by clause (C) below could not be rendered on the Conversion Date;

(C) on or prior to 10:00 a.m., New York City time, on the Conversion Date, the related Remarketing Agent, the Trustee and the Manager of Finance have received an Approval of Special Counsel with respect to such proposed conversion;

(D) the Conversion Date of any 2008A Certificate in the Term Rate Mode to be converted to any other Rate Mode is a date on which such 2008A Certificate could be redeemed pursuant to Optional Redemption;

(E) if the 2008A Certificates are to be converted to the Daily Rate Mode, the Commercial Paper Rate Mode, the Weekly Rate Mode or the Term Rate Mode, on or prior to the Conversion Date a Liquidity Facility has been obtained that will take effect on or prior to the Conversion Date accompanied by an opinion of counsel to the provider of such Liquidity Facility to the effect that such Liquidity Facility constitutes a legal, valid and binding obligation of the provider of Liquidity Facility enforceable in accordance with its terms, subject only to bankruptcy, insolvency, moratorium and other laws affecting creditors' rights insofar as the same may be applicable in the event of a bankruptcy, insolvency, moratorium or other similar; proceeding with respect to the provider of the Liquidity Facility and to equitable principles; and

(F) the 2008A Certificates of any series that are to be converted shall be in Authorized Denominations for the new Rate Mode.

(iii) In the event that (A) the requirements of this paragraph (a) have not been met on a scheduled Conversion Date or (B) on the Business Day preceding a scheduled Conversion Date, the Remarketing Agent notifies the Trustee and the Manager of Finance in writing that any 2008A Certificates cannot be remarketed or (C) on or prior to the Business Day preceding a Conversion Date, the Manager of Finance notifies the Trustee and the Trustee, in turn, notifies the Remarketing Agent, in writing, that the Manager of Finance does not want the 2008A Certificates to be adjusted to a new Rate Mode, then, the succeeding Rate Mode for the 2008A Certificates shall be the Weekly Rate Mode.

(b) ***Additional Provisions Regarding Conversion to the Term Rate Mode***.

(i) No 2008A Certificates shall be converted to the Term Rate Mode unless:

(A) The Conversion Date is (I) at least fifteen (15) days after receipt by the Trustee of the Conversion Notice (or such shorter period as may be agreed to by the Trustee and the Depository) and (II) at least three (3) days after the Trustee has mailed the notice referred to in paragraph (c)(ii) of this Section; and

(B) At least three (3) days prior to the proposed Conversion Date, the Trustee has received a certificate of an Authorized Representative of the Corporation stating that, with the written approval of the Manager of Finance, a written agreement has been entered into by the Corporation and a firm or firms of investment bankers providing for the purchase as underwriters and resale to the public of the 2008A Certificates to be converted on the Conversion Date at a price equal to the principal amount thereof (or such other price as may be determined if the sale of the 2008A Certificates at such other price would not prevent the Approval of Special Counsel required by paragraph (a)(ii)(C) of this Section from being delivered upon such sale) which written agreement (Y) may be subject to reasonable terms and conditions which, in the judgment of the Manager of Finance, reflect current, market standards and (Z) must include a provision requiring payment of the Purchase Price for the 2008A Certificates to be converted to be made in immediately available funds.

(ii) If on the Conversion Date for the 2008A Certificates, a remarketing has been arranged for less than all of any series of the 2008A Certificates to have been converted to the Term Rate Mode, the 2008A Certificates shall continue in the Rate Mode in effect prior to the Conversion Date.

(c) ***Notice Requirements***.

(i) ***Conversion Notice of Change in Rate Modes***. Not less than thirty (30) days prior to any Conversion Date, the Manager of Finance shall deliver to the Trustee, as the Corporation's assignee, and, in turn, the Trustee shall deliver to the Remarketing Agent and the Depository, a written notice (the "Conversion Notice"), which notice shall be deemed received upon telephone confirmation of receipt thereof by the Remarketing Agent and the Trustee, specifying (A) the Conversion Date or Conversion Dates, and (B) the Rate Mode that will be effective upon such Conversion Date.

(ii) ***Notice to Registered Owners***. As soon as practicable after receipt of a Conversion Notice, but in any event not more than three (3) Business Days after the date such Conversion Notice is received, the Trustee shall give notice by first-class mail or by electronic means to the registered Owners of the 2008A Certificates to be converted, which notice shall state in substance:

(A) the Conversion Date;

(B) the Rate Mode that will be effective on such Conversion Date;

(C) that the Rate Mode shall not be converted unless the Trustee receives on the Conversion Date an Approval of Special Counsel;

(D) the name and address of the principal corporate trust offices of the Trustee;

(E) that the 2008A Certificates to be converted shall be subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.7 hereof at the Purchase Price; and

(F) that upon the Conversion, if and to the extent that there shall be on deposit with the Trustee on the Conversion Date an amount of moneys sufficient to pay the Purchase Price of the 2008A Certificates so converted, such 2008A Certificates (or portions thereof in Authorized Denominations) not delivered to the Tender Agent on the Conversion Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Registered Owner thereof to the payment of principal of or interest thereon and shall represent and constitute only the right to payment of the Purchase Price on deposit with the Tender Agent, without interest accruing thereon from and after the Conversion Date.

Failure to mail the notice described in this clause (ii), or any defect therein, shall not affect the validity of any Rate, the change in the Rate Mode, the mandatory tender of 2008A Certificates, or extend the period for tendering any of the 2008A Certificates for purchase, and the Trustee shall not be liable to any Owner by reason of its failure to mail such notice or any defect therein.

(d) ***Additional Notice Parties***. Each notice required by subsection (a), (b) or (c) of this Section shall also be given to the provider of the related Liquidity Facility, if any, and each Rating Agency maintaining a rating of the 2008A Certificates; provided, however, that the giving of any such notice to such persons shall not be a condition precedent to the Conversion of the 2008A Certificates to a new Rate Mode, to the effectiveness of any election made pursuant to Section 2.11(a)(iii) or to the rescission of a Conversion Notice, and failure to give any such notice to such persons shall not affect the validity of the proceedings for such Conversions, continuance or rescission.

ARTICLE 3
REVENUES AND FUNDS

Section 3.1. Disposition of Proceeds of Certificates; Transfers of Proceeds of 2003C Certificates. The proceeds of the 2008A Certificates shall be accounted for as follows:

(i) $488,800.00 has been retained by the Underwriters as the Underwriters' fee;

(ii) $5,697,774.75 shall be deposited in the Costs of Execution and Delivery Fund and applied as follows: $3,800,000.00 (maximum) to the counterparty under the swap agreement in respect of the 2003C3 Certificates as a settlement payment; $1,097,774.75 to the initial Liquidity Provider as the initial commitment fee for delivery of the initial Liquidity Facilities; and $800,000.00 (maximum) to other Costs of Execution and Delivery of the Series 2008A Certificates, to be paid therefrom on or after the date of Closing as provided in Section 3.6 hereof; (and upon payment of all of such costs of Execution and

Delivery, any remaining amounts shall be transferred to the 2008A Base Rentals Account for the payment of Capitalized Interest);

(iii) $1,427,835.84 shall be deposited in the City Base Rentals Subaccount of the 2008A Base Rentals Account to provide for Capitalized Interest as follows: approximately $1,157,220.54 to be used to pay interest on the 2008A Certificates expected to accrue through December 1, 2008; and approximately $270,615.25 to pay the regularly scheduled net swap payment on the date of Closing to the counterparty under the swap agreement in respect of the 2003C1 Certificates and the 2003C2 Certificates; and

(iv) approximately $641,786.04 shall be deposited in the Reserve (Variable Interest Portion) Subaccount of the 2008A Base Rentals Account in the Base Rentals Fund and, together with approximately $1,769,192.49 transferred to such Subaccount from the Base Rentals Reserve Fund for the 2003C Certificates, constitutes the Reserve (Variable Interest Portion) Subaccount Requirement of $3,000,000 (maximum) and shall be used as provided in Section 3.3(c) hereof; and

(v) the balance of the proceeds of the 2008A Certificates ($251,743,803.36) shall be deposited with the 2003C Trustee in the Prepayments Subaccount of the 2003C Base Rentals Account of the Base Rentals Fund for the payment in full and defeasance on the date of Closing of the principal of and interest on all of the 2003C Certificates.

(b) The Project Fund initially created under the 2000B Indenture has been closed and shall remain closed. The Earnings Account initially created under the 2003C Indenture has been closed and shall remain closed. In respect of certain other of the Funds and Accounts initially created under the 2000B Indenture or the 2003C Indenture, the Trustee shall proceed as follows:

(i) transfer approximately $1,769,192.49 from the Base Rentals Reserve Fund for the 2003C Certificates to the Reserve (Variable Interest Portion) Subaccount in the 2008A Base Rentals Account in the Base Rentals Fund; and

(ii) retain the remaining moneys ($18,000,000 maximum) in the Base Rentals Reserve Fund in order to fund the Base Rentals Reserve Fund Requirement to be used as provided in Section 3.4 hereof; and

(iii) close the 2003C Base Rentals Account after payment in full of the 2003C Certificates as provided in subsection (a)(v) above.

Section 3.2. Application of Revenues and Other Moneys. All Base Rentals payable under the 2008A Lease and other Revenues, including any payments under any Swap Agreements, shall be paid directly to the Trustee. If the Corporation receives any other payments on account of the 2008A Lease the Corporation shall immediately deposit the same as provided below.

(a) The Trustee shall deposit all Revenues and any other payments received in respect of the 2008A Lease, immediately upon receipt thereof, as follows:

First: to the respective subaccounts of the 2008A Base Rentals Account in an amount required to cause the aggregate amount on deposit therein to equal the amount then

required to make the principal (whether at maturity or as a result of Mandatory Sinking Fund Redemption) and interest payments due on the 2008A Certificates and any Swap Base Rentals Portions due to any Counterparty on the next Interest Payment Date. In the event that the Trustee receives Prepayments under the 2008A Lease, the Trustee shall transfer such Prepayments to the Prepayments Subaccount in the 2008A Base Rentals Account and apply such Prepayments to the Optional Redemption of the 2008A Certificates or portions thereof in accordance with Section 4.1 hereof.

Second: to the Base Rentals Reserve Fund in an aggregate amount equal to the aggregate amount of each prior withdrawal from the Base Rentals Reserve Fund deposited as required under Section 6.2(e) of the 2008A Lease (until deposits on account of such withdrawal are sufficient to fully restore the amount withdrawn); provided that no deposit need be made into the Base Rentals Reserve Fund so long as the balance in the Base Rentals Reserve Fund shall be at least equal to the Base Rentals Reserve Requirement and provided further that such amount shall be applied to the reimbursement of any provider of a letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution that is substituted for cash deposits in the Base Rentals Reserve Fund as permitted by Section 3.4 hereof if such letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution has been drawn upon.

(b) At or about the time of such semiannual deposit of income earned in the Base Rentals Reserve Fund and in any case at least one Business Day prior to the next Base Rentals Payment Date, the Trustee shall notify the Manager of Finance of the amount of the next due payment of Base Rentals net of the amount then deposited in the City Base Rentals Subaccount in the 2008A Base Rentals Account of the Base Rentals Fund, including investment earnings retained therein, moneys deposited from the Counterparties Receipt Subaccount and moneys deposited as a transfer from the Base Rentals Reserve Fund.

Section 3.3. Base Rentals Fund. A special fund is hereby created and established with the Trustee denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement Base Rentals Fund" and separate special accounts and subaccounts are hereby created therein and established with the Trustee as further described below.

The Base Rentals Fund and each account and subaccount thereof shall be in the custody and under the control of the Trustee. The Trustee shall withdraw sufficient funds from the City Base Rentals Subaccount of the 2008A Base Rentals Account of the Base Rentals Fund to pay the principal of and interest on the Certificates and to pay Swap Base Rentals Portions due to any Counterparty as the same become due and payable whether on an Interest Payment Date, at maturity or upon prior redemption, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

Any moneys held in the Base Rentals Fund and all accounts and subaccounts thereof shall be invested by the Trustee in accordance with Article 5 hereof.

(a) ***2000B Escrow Account; 2003C Prepayments Subaccount***. The Base Rentals Fund shall contain, and there is hereby created and established therein, a separate special account

denominated the "2000B Escrow Account" which has been and will continue to be used for the payment of the 2000B Certificates within the meaning of Section 6.01 of the 2000B Indenture and to be applied to such payment as provided in the Escrow Agreement for the 2000B Certificates.

The Base Rentals Fund shall contain, and there is hereby created and established therein, a separate special account denominated the "2003C Prepayments Subaccount of the 2003C Base Rentals Account" which shall be used for the deposit of the portion of the proceeds of the 2008A Certificates set forth in Section 3.1(a)(v) hereof to provide for the payment in full and defeasance of the 2003C Certificates within the meaning of Section 6.01 of the 2003C Indenture on the date of Closing.

(b) ***2008A Base Rentals Account***. The Base Rentals Fund shall contain, and there is hereby created and established therein, a separate special account denominated the "2008A Base Rentals Account" which shall be used for the deposit of all Revenues upon receipt thereof by the Trustee. Moneys in the 2008A Base Rentals Account shall be used for the payment of the principal of and interest on the Certificates and any Swap Base Rentals Portions owed to any Counterparty, whether on an Interest Payment Date, at maturity or upon prior redemption. Moneys in the 2008A Base Rentals Account shall be applied on a parity basis between the payment of interest on the Certificates and the payment of Swap Base Rentals Portions. The 2008A Base Rentals Account shall contain six subaccounts as hereinafter described.

(c) ***City Base Rentals Subaccount; Reserve (Variable Rate Portion) Subaccount; Counterparties Receipts Subaccount***. There are hereby established within the 2008A Base Rentals Account, three subaccounts designated the "City Base Rentals Subaccount," the "Reserve (Variable Interest Portion) Subaccount" and the "Counterparties Receipts Subaccount."

The City Base Rentals Subaccount shall be used for the deposit of all Base Rentals received from the City pursuant to the 2008A Lease. The Trustee shall use the moneys in the City Base Rentals Subaccount, on a parity basis as set forth in subparagraph (b) above and in Section 7.2 hereof, to pay the principal of and interest on the Certificates and any Swap Base Rentals Portions owed to the Counterparties, whether on an Interest Payment Date, at maturity or upon redemption. All income earned from moneys in the City Base Rentals Subaccount shall be retained therein.

The Reserve (Variable Interest Portion) Subaccount shall be used for the deposit of the portion of the proceeds of the 2008A Certificates set forth in Section 3.1(a)(iv) hereof and the moneys transferred from the Reserve Subaccount in the 2003C Base Rentals Account in the Base Rentals Fund as set forth in Section 3.1(b)(i) hereof, and for the deposit of Additional Rentals received from the City as a replenishment of the Reserve (Variable Interest Portion) Subaccount Requirement, all pursuant to the 2008A Lease and for transfer by the Trustee to the City Base Rentals Subaccount for the payment of principal and interest on the 2008A Certificates and any Swap Base Rentals Portions owed to any Counterparty when due, to the extent that the City Base Rentals Subaccount does not contain moneys in an amount sufficient for these purposes. All income earned from moneys in the Reserve (Variable Interest Portion) Subaccount shall be retained therein and transferred as provided above.

The Counterparties Receipts Subaccount shall be used for the deposit of moneys received by the Trustee from any Counterparty pursuant to the terms of any Swap Agreement, including

any termination payments. All income earned from moneys in the Counterparties Receipts Subaccount shall be transferred to the City Base Rentals Subaccount.

On each Interest Payment Date, the Trustee shall transfer the moneys, if any, in the Counterparties Receipts Account to the City Base Rentals Subaccount and, if on any Interest Payment Date, Swap Base Rentals Portions are owed to any Counterparty under the terms of a Swap Agreement, the Trustee shall withdraw moneys from the City Base Rentals Subaccount and pay such Swap Base Rentals Portions to the applicable Counterparty. In addition, if no Event of Indenture Default has occurred and is continuing, with the Approval of Special Counsel and at the written direction of the Manager of Finance, the Trustee shall transfer moneys received by it as a termination payment from any Counterparty pursuant to the terms of a Swap Agreement to any fund, account or subaccount established hereunder or to the City as so directed.

(d) ***2008A Certificates Liquidity Facilities Subaccount; Remarketing Proceeds Subaccount***. There are hereby additionally established within the 2008A Base Rentals Account two special and separate subaccounts designated the "Remarketing Proceeds Subaccount" and the "2008A Certificates Liquidity Facilities Subaccount." Within the Remarketing Proceeds Subaccount and the 2008A Certificates Liquidity Facilities Subaccount there shall be created separate accounts in respect of the Series 2008A1 Certificates, the Series 2008A2 Certificates and the Series 2008A3 Certificates.

The accounts within the Remarketing Proceeds Subaccount shall be used for the deposit of the proceeds of any remarketing of the 2008A Certificates (separately in respect of each series of the 2008A Certificates) pursuant to Section 4.7 hereof. Amounts on deposit in the accounts within the Remarketing Proceeds Subaccount shall be used to pay the Purchase Price of Tendered Certificates as set forth in Section 4.6(g) hereof.

The Trustee shall deposit amounts drawn under any Liquidity Facility in the related account in the 2008A Certificates Liquidity Facilities Subaccount, shall hold such drawn amounts separate and segregated from other amounts on deposit in the 2008A Certificates Liquidity Facilities Subaccount (in the account related to each series of the 2008A Certificates) and apply such amounts as provided in Section 4.6(g) hereof. From any moneys constituting Base Rentals remaining in the City Base Rentals Subaccount after the payment of the principal of and interest on the 2008A Certificates and Swap Base Rentals Portions owed to any Counterparty, there shall be credited to the 2008A Certificate Liquidity Facilities Subaccount not later than the Business Day next preceding the date on which such amounts are due under any 2008A Liquidity Facility, an amount sufficient to reimburse the related 2008A Bank with respect to any Purchase Price paid in respect of a demand for payment under a Liquidity Facility, as required by such Liquidity Facility. Amounts representing Base Rentals deposited in the 2008A Certificates Liquidity Facilities Subaccount shall be expended to pay such reimbursements to the 2008A Banks, pro rata, as the same become due under the related Liquidity Facility. Amounts constituting Base Rentals credited to the 2008A Certificates Liquidity Facilities Subaccount shall be set aside and held in trust for the 2008A Banks and shall be used to pay such reimbursements to the 2008A Banks as the same become due under a Liquidity Facility without requisition, voucher, warrant, further order, or authority (other than is contained herein), or any other preliminaries.

Amounts on deposit in the 2008A Certificates Liquidity Facilities Subaccount and the Remarketing Proceeds Subaccount shall remain uninvested.

(e) ***Prepayments Subaccount***. There is also hereby established within the 2008A Base Rentals Account an additional subaccount designated the "Prepayments Subaccount." The Prepayments Subaccount shall be used for the deposit of all Prepayments of Base Rentals under the 2008A Lease, including Prepayments of Base Rentals resulting from the exercise by the City of its Purchase Option under the 2008A Lease or other Prepayments of Base Rentals under the 2008A Lease. With the Approval of Special Counsel, moneys deposited to the Prepayments Subaccount shall be applied to the Optional Redemption of the 2008A Certificates or portions thereof in accordance with Section 4.1 hereof. All income earned from moneys held in the City Base Rentals Prepayments Subaccount shall be transferred to the City Base Rentals Subaccount.

Section 3.4. Base Rentals Reserve Fund. A special fund is hereby created and established with the Trustee denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement Base Rentals Reserve Fund." Upon the delivery of the 2008A Certificates there shall be deposited into the Base Rentals Reserve Fund from the proceeds of the 2008A Certificates an amount which, together with the amounts retained therein from the proceeds of the 2003C Certificates, shall cause the amount deposited therein to be equal to the Base Rentals Reserve Requirement in respect of the 2008A Certificates.

Moneys in the Base Rentals Reserve Fund shall be used solely for transfer to the City Base Rentals Subaccount for the payment of the principal of and interest on the 2008A Certificates and Swap Base Rentals Portions owed to any Counterparty, whether at maturity or upon prior redemption and for preserving and protecting the Mortgaged Property, all as further provided in this Section.

Any moneys held in the Base Rentals Reserve Fund shall be invested by the Trustee in accordance with Article 5 hereof. The income derived from the investment of the Base Rentals Reserve Fund shall be retained therein to the extent the amount therein is less than the original deposit of the Base Rentals Reserve Requirement. To the extent the amount in the Base Rentals Reserve Fund exceeds the Base Rentals Reserve Requirement, the investment income therefrom shall be transferred to the City Base Rentals Subaccount.

Moneys held in the Base Rentals Reserve Fund shall be applied to any of the following purposes:

(a) To the payment of the principal amount of the Certificates and interest thereon and Swap Base Rentals Portions, as the same shall become due, to the extent of any deficiency in the City Base Rentals Subaccount (after the transfer of all moneys in the Reserve (Variable Interest Portion) Subaccount to the City Base Rentals Subaccount) for such purpose;

(b) At the option of the Trustee, subsequent to the occurrence of an Event of Nonappropriation or an Event of Lease Default to the payment of any cost or expense necessary to preserve or protect the Leased Property or the interest of the Trustee or the Owners therein, including the payment of insurance premiums, or necessary to make any repairs or modifications to the Leased Property in preparation for the foreclosure, sale, leasing, liquidation or other

disposition thereof, as the Trustee may deem to be in the best interests of the Owners of the Certificates;

(c) Except to the extent applied as described in (b) above, upon the termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default, to the redemption of the Certificates then Outstanding and the payment of interest thereon, subject to the availability of cash in the Base Rentals Reserve Fund;

(d) In the event that the City shall exercise its option to purchase the Leased Property and terminate the 2008A Lease upon payment of the Purchase Option Price, the proportion of the Base Rentals Reserve Fund originally deposited from proceeds of the 2000B Certificates, the 2003C Certificates and the 2008A Certificates, shall be used to reduce such Purchase Option Price;

(e) In reduction of the final payment of Base Rentals payable by the City under the 2008A Lease; or

(f) To be deposited in escrow for the payment of the Certificates to effect a discharge of the 2008A Indenture pursuant to Article 6 hereof.

Nothing in this 2008A Indenture shall be construed as limiting the right of the Corporation to (i) augment the Base Rentals Reserve Fund with any other moneys that are legally available for payment of the principal of and interest on the Certificates and Swap Base Rentals Portions owed to any Counterparty or (ii) to substitute for the cash deposits required to be maintained in the Base Rentals Reserve Fund a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the Trustee as needed, provided that any substitution must be provided by an institution rated (at the time of issuance of such substitute instrument) in the highest rating category of Moody's and Standard & Poor' s.

Section 3.5. Rebate Fund. A special fund is hereby created and established with the Trustee and denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement - Series 2000B/2003C/2008A Certificates Rebate Fund" which shall be used for the deposit of any moneys received by the Trustee for the purpose of complying with the requirements of the Code, when accompanied by instructions (a) that such moneys are to be deposited in the Rebate Fund and (b) regarding the transfer of moneys in the Rebate Fund, including investment income thereon.

Section 3.6. Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and denominated the "Civic Center Office Building Inc./Denver Lease Purchase Agreement - Series 2008A Certificates, Costs of Execution and Delivery Fund." All income earned from moneys held in the Costs of Execution and Delivery Fund shall be retained therein.

Upon the delivery of the 2008A Certificates (a) there shall be deposited into the 2008A Account of the Costs of Execution and Delivery Fund from the proceeds of the Certificates the amount directed by Section 3.1(a) hereof and (b) the Financial Advisor shall deliver to the Trustee a budget outlining the anticipated maximum amounts of Costs of Execution and Delivery in respect of the Series 2008A Certificates. Payments from the Costs of Execution and Delivery Fund shall

be made by the Trustee, based on such budget, upon receipt of a statement or bill for the provision of Costs of Execution and Delivery of the Series 2008A Certificates approved in writing by the Manager of Finance and (a) stating the payee, the amount to be paid and the purpose of the payment and (b) certifying that the amount to be paid is due and payable, has not been the subject of any previous requisition and is a proper charge against the Costs of Execution and Delivery Fund. The Trustee shall retain all moneys remaining in the Costs of Execution and Delivery Fund after the payment of all Costs of Execution and Delivery incurred in respect of the Closing. As directed in writing from time to time by the Manager of Finance, the Trustee shall pay from such 2008A Account certain on-going Additional Rentals, including without limitation, annual fees and expenses incurred and owing under any Liquidity Facility.

Section 3.7. Project Fund. The Project Fund initially created under the 2000B Indenture has been closed and shall remain closed.

Section 3.8. Moneys to be Held in Trust. The ownership of the Base Rentals Fund, the Base Rentals Reserve Fund and the Costs of Execution and Delivery Fund and all accounts and subaccounts within such Funds and any other fund or account created hereunder shall be in the Trustee, for the benefit of the Owners of the Certificates, any Counterparty and any provider of a Liquidity Facility, all as further provided herein; provided that moneys in the 2003C Prepayments Subaccount shall be used only for the specific purpose provided in Section 3.3(a) hereof and moneys in the Rebate Fund shall be used only for the specific purpose provided in Section 3.5 hereof.

ARTICLE 4
REDEMPTION OF CERTIFICATES; TENDER AND PURCHASE OF 2008A CERTIFICATES; THE REMARKETING AGENT

Section 4.1. Optional Redemption. In the event the City exercises its right to purchase the Leased Property under the 2008A Lease or otherwise prepay Base Rentals with the Approval of Special Counsel and the amount of such prepayment has been deposited to the Prepayments Subaccount on or before the Optional Redemption Date related to the applicable series of the 2008A Certificates, any series of the 2008A Certificates designated in writing by the Manager of Finance shall be subject to Optional Redemption, in whole or in part, in integral multiples of $5,000 on any applicable Optional Redemption Date, at a redemption price equal to 100% of the principal thereof, plus accrued interest to the applicable Optional Redemption Date. Such redemption may be made from the moneys deposited therefor in the Prepayments Subaccount in the 2008A Base Rentals Account of the Base Rentals Fund.

If part, but not all, of any particular series of the 2008A Certificates is called for Optional Redemption, (1) Bank 2008A Certificates are to be redeemed before any other Certificates are redeemed and (2) the 2008A Certificates within the designated series to be redeemed are to be allocated by the Trustee on a reasonably proportionate basis to the reduction of the remaining Mandatory Sinking Fund Redemption Dates, determined and effectuated as nearly as practicable by the Trustee by multiplying the total principal amount of the designated series of the 2008A Certificates to be redeemed pursuant to such Optional Redemption by the ratio which the principal amount of all of the 2008A Certificates in such series required to be redeemed on each remaining

Mandatory Sinking Fund Redemption Date, bears to the principal amount of all of the 2008A Certificates in such series outstanding before such Optional Redemption. 2008A Certificates within each series are to be selected for Optional Redemption by the Trustee by lot.

As also provided in Section 6.2(d) of the 2008A Lease, the Trustee shall recalculate the Maximum Base Rentals due under the 2008A Lease in the case of a Prepayment in part of Base Rentals under the 2008A Lease in a manner that is consistent with the manner in which the Certificates are redeemed pursuant to Optional Redemption, with the written agreement of the Manager of Finance.

Section 4.2. Mandatory Sinking Fund Redemption. Each series of the 2008A Certificates shall be redeemed prior to maturity, in part, by lot (except that if such series includes any Bank 2008A Certificates, Bank 2008A Certificates shall be redeemed pursuant to Mandatory Sinking Fund Redemption prior to all other 2008A Certificates of the applicable series) at 100% of the principal amount thereof plus interest accrued to the Mandatory Sinking Fund Redemption Date, on the following dates and in the following amounts:

Mandatory Sinking Fund Redemption Date (December 1)	Series 2008A1 Principal Amount	Series 200842 Principal Amount	Series 200843 Principal Amount
2009	$360,000	$385,000	
2010	1,020,000	925,000	
2011	1,685,000	1,480,000	
2012	2,420,000	2,085,000	$200,000
2013	3,225,000	2,740,000	200,000
2014	3,680,000	3,120,000	200,000
2015	4,125,000	3,480,000	200,000
2016	4,265,000	3,605,000	320,000
2017	4,430,000	3,735,000	530,000
2018	4,580,000	3,875,000	780,000
2019	4,760,000	4,015,000	1,030,000
2020	4,935,000	4,160,000	1,315,000
2021	5,115,000	4,315,000	1,625,000
2022	5,305,000	4,470,000	1,960,000
2023	5,495,000	4,635,000	2,330,000
2024	5,705,000	4,800,000	2,720,000
2025	5,910,000	4,975,000	3,150,000
2026	6,120,000	5,160,000	3,620,000
2027	6,340,000	5,350,000	3,860,000
2028	6,580,000	5,540,000	4,130,000
2029*	6,805,000	5,750,000	4,615,000
2030			17,755,000
2031*			38,000,000

* December 1, 2029 is maturity date for Series 2008A1 Certificates and 2008A2 Certificates; December 1, 2031 is maturity date for Series 2008A3 Certificates.

If, not less than sixty (60) days prior to any Mandatory Sinking Fund Redemption Date, the City has delivered to the Trustee for cancellation of any Certificates owned by it and subject

to Mandatory Sinking Fund Redemption on such Mandatory Sinking Fund Redemption Date, the Trustee shall credit against such Mandatory Sinking Fund Redemption obligation 100% of the principal amount of the Certificates so delivered and shall correspondingly reduce (a) the principal portion of the Base Rentals payment next due from the City under the 2008A Lease and (b) the principal amount of outstanding 2008A Certificates to be called for redemption on such Mandatory Sinking Fund Redemption Date.

Section 4.3. Extraordinary Mandatory Redemption. If the 2008A Lease is terminated by reason of the occurrence of:

(a) an Event of Nonappropriation, or

(b) an Event of Lease Default, or

(c) the Trustee, as assignee of the Corporation with the written consent of the City, fails to repair or replace the Leased Property, if (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty, or (2) title to, or the temporary or permanent use of, the Leased Property has been taken by eminent domain by any governmental body or (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent or (4) title to or the use of all or the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, shall be insufficient to pay in full, the cost of repairing or replacing the Leased Property and the City does not appropriate sufficient funds for such purpose or cause the 2008A Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to this 2008A Indenture for such purpose, the Certificates shall be called for redemption as provided in the form of the Certificates set forth as Exhibit B hereto. If called for redemption as described herein, the Certificates shall be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as set forth below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the 2008A Lease (otherwise received and other moneys then available under this 2008A Indenture) are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee 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 this 2008A Indenture, without any further demand or notice, shall, exercise all or any combination of Lease Remedies as provided in the 2008A Lease and the Certificates shall be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from

the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, such excess moneys shall be applied as provided by Section 7.10 hereof and then any remaining excess moneys shall be paid to the City as an overpayment of the Purchase Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. If the Certificates, are redeemed pursuant to this Section 4.3 for an amount less than the aggregate principal amount thereof plus interest accrued to the redemption date, such partial payment shall be deemed to constitute a redemption in full of the Certificates, and upon such a partial payment no Owner of such Certificates shall have any further claim for payment against the Corporation, the Trustee or the City.

Section 4.4. Selection of Certificates to be Redeemed. In the event that a Certificate is subject to redemption pursuant to this Article 4 is in a denomination larger than the minimum Authorized Denomination, a portion of such Certificate may be redeemed, but only in a principal amount such that the unredeemed portion of such Certificate is equal to an Authorized Denomination. Upon surrender of any Certificate for redemption in part, the Trustee, in accordance with Article 2 of this 2008A Indenture, shall execute and deliver in exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered. For any Certificate in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such Certificate as representing a single Certificate in the minimum Authorized Denomination plus that number of Certificates that is obtained by dividing the remaining principal amount of such Certificate by the Authorized Denomination.

Section 4.5. Notice of Redemption. Whenever Certificates are to be redeemed under any provision of this 2008A Indenture, the Trustee shall, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for redemptions under Section 4.3 which notice shall be immediate), mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid. In addition, the Trustee shall at all reasonable times make available to the Trustee and any Certificate Owner, including the Depository, if applicable, information as to Certificates that have been redeemed or called for redemption. Any notice of redemption shall:

(1) identify the Certificates to be redeemed;

(2) specify the redemption date and the redemption price;

(3) (in the event the redemption is occurring under Section 4.1 hereof) state that the City has given notice of its intent to exercise its option to purchase or prepay Base Rentals under the 2008A Lease;

(4) state that such redemption is subject to the deposit of the funds by the City on or before the stated redemption date; and

(5) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue.

The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established pursuant to this 2008A Indenture.

Section 4.6. Tender of 2008A Certificates for Purchase.

(a) ***Optional Tender of Book Entry Certificates***. For so long as a 2008A Certificate bears interest in a Weekly Rate Mode or a Daily Rate Mode and such 2008A Certificate is a Book Entry Certificate, a DTC Participant, acting on behalf of a Beneficial Owner, shall have the right to tender all or any portion, in an Authorized Denomination, of the principal amount of such Beneficial Owner's interest in such 2008A Certificate for purchase on any Optional Tender Date, by the giving or delivery to the Remarketing Agent and the Trustee at their respective principal offices, not later than 3:00 p.m., New York City time, on the seventh calendar day prior to the Optional Tender Date in the case of a 2008A Certificate bearing interest in a Weekly Rate Mode and not later than 11:00 a.m., New York City time, on the Optional Tender Date in the case of a 2008A Certificate bearing interest in a Daily Rate Mode, of a Tender Notice which states (i) the aggregate principal amount in an Authorized Denomination of each 2008A Certificate or portion thereof to be purchased and (ii) that such principal amount of 2008A Certificate (in an Authorized Denomination) shall be purchased on such Optional Tender Date pursuant to this 2008A Indenture.

Any Tender Notice given or delivered in accordance with this subsection (a) shall be irrevocable and shall be binding on the DTC Participant, the Beneficial Owner on whose behalf such notice was given and any transferee of such Beneficial Owner and the principal amount of the 2008A Certificates for which a Tender Notice has been given or delivered shall be deemed tendered on the Optional Tender Date without presentation or surrender of the 2008A Certificates to the Trustee. If there shall be on deposit with the Trustee on the Optional Tender Date an amount sufficient to pay the Purchase Price of the aggregate principal amount of 2008A Certificates to be tendered on such Optional Tender Date pursuant to a Tender Notice given pursuant to this subsection (a), ownership of such aggregate principal amount of 2008A Certificates shall be recorded in the records of the Depository as transferred to the Remarketing Agent.

(b) ***Optional Tender of Other 2008A Certificates***. For so long as a 2008A Certificate bears interest in a Weekly Rate Mode or a Daily Rate Mode and such 2008A Certificate is not a Book Entry Certificate, the Registered Owners of such 2008A Certificates shall have the right to tender any such 2008A Certificates (or portion thereof in an Authorized Denomination) to the Trustee for purchase on any Optional Tender Date, but only upon:

(i) giving or delivery to the Remarketing Agent and the Trustee at their respective principal offices, not later than 3:00 p.m., New York City time, on the seventh calendar day prior to the Optional Tender Date in the case of a 2008A Certificate bearing interest in the Weekly Rate Mode and not later than 11:00 a.m., New York City time, on

the Optional Tender Date in the case of a 2008A Certificate bearing interest in the Daily Rate Mode, of an irrevocable Tender Notice by telephone and electronic means the same day which Tender Notice states (a) the aggregate principal amount in an Authorized Denomination of each 2008A Certificate to be purchased and (b) that such 2008A Certificate (or portion thereof in an Authorized Denomination) shall be purchased on such Optional Tender Date pursuant to this 2008A Indenture; and

(ii) delivery of such 2008A Certificate (with an appropriate instrument of transfer duly executed in blank) to the Trustee at its principal office at or prior to 1:00 p.m., New York City time, on such Optional Tender Date; provided, however, that no 2008A Certificate (or portion thereof in an Authorized Denomination) shall be purchased unless the 2008A Certificate so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any Tender Notice given or delivered in accordance with this subsection (b) shall be irrevocable and shall be binding on the Registered Owner giving or delivering such Tender Notice and on any transferee of such Registered Owner.

(c) ***Additional Notice Parties***. The Remarketing Agent shall give the Trustee prompt notice by telephone and by electronic means of the receipt of any Tender Notice in accordance with subsections (a) and (b) of this Section.

(d) ***Mandatory Tender***. A 2008A Certificate within any applicable series of the 2008A Certificates is subject to mandatory tender and purchase at the Purchase Price on the following dates (each a "Mandatory Tender Date"):

(i) on each Conversion Date;

(ii) on each Reset Date for such 2008A Certificate in a Commercial Paper Rate Mode or Term Rate Mode;

(iii) on a date that is not less than three (3) Business Days prior to the expiration date of any Liquidity Facility (or if such day is not a Business Day, on the immediately preceding Business Day), unless such Liquidity Facility has been extended or renewed at least twenty (20) days prior to such expiration date;

(iv) on the effective date of a Substitute Liquidity Facility delivered pursuant to Section 10.5 hereof with respect to such 2008A Certificate; and

(v) on the Business Day that is not less than three (3) Business Days prior to the termination date of any Liquidity Facility which termination date is specified in a notice from the Liquidity Facility provider to the Trustee of the occurrence of a Liquidity Facility Default under a Liquidity Facility.

(e) ***Notices of Mandatory Tenders***. Whenever any series of the 2008A Certificates are to be tendered for purchase upon Conversion to a new Rate Mode, the Trustee shall give the notices required by Section 2.11(c) hereof. Whenever any series of the 2008A Certificates are to be tendered for purchase in accordance with subsection (d)(ii) of this Section, the Trustee shall give

notice not less than five (5) days prior to the Reset Date to the Registered Owners that the applicable series of the 2008A Certificates are subject to mandatory purchase on the date specified in such notice in accordance with subsection (d)(ii) of this Section. Whenever any series of the 2008A Certificates are to be tendered for purchase in accordance with subsection (d)(iii), (iv) or (v) of this Section, the Trustee shall, not less than five (5) days prior to the effective date of the expiration or earlier termination of the Liquidity Facility then in effect, the effective date of a Substitute Liquidity Facility or the date specified in the No Remarketing Notice, give notice by first-class mail to the Registered Owners that such 2008A Certificates are subject to mandatory tender for purchase on the date specified in such notice in accordance with subsection (d) of this Section.

(f) ***Tendered and Deemed Tendered Certificates***. If a Registered Owner fails to deliver to the Trustee, on or before the applicable Tender Date, all or any portion of a 2008A Certificate subject to mandatory tender for purchase or any 2008A Certificate, other than a Book Entry Certificate, for which an election to tender has been duly made, such 2008A Certificate (or portion thereof in an Authorized Denomination) shall be deemed to have been properly tendered to the Trustee. To the extent that there shall be on deposit with the Trustee on the purchase date thereof an amount sufficient to pay the Purchase Price of the Tendered Certificates, such Tendered Certificates shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of the Purchase Price payable on such date. The foregoing shall not limit the right of any person who on a Record Date is the Registered Owner of a 2008A Certificate to receipt of interest, if any, due thereon on the date such 2008A Certificate is required to be purchased.

(g) ***Purchase of Tendered Certificates***. On each Tender Date the Tendered Certificate shall be purchased at the applicable Purchase Price, which shall be paid by 3:00 p.m., New York City time, on the Tender Date. Moneys for the payment of the Purchase Price of the Tendered Certificates shall be paid by the Trustee from the following sources and in the following order of priority:

(i) proceeds of the remarketing of the Tendered Certificates (or portions thereof in Authorized Denominations) pursuant to Section 4.7 hereof;

(ii) moneys obtained under any Liquidity Facility then in effect with respect to such Tendered Certificates in accordance with Section 4.7 hereof;

(iii) moneys furnished by or on behalf of the City for purchase of 2008A Certificates.

Tendered Certificates purchased as provided above shall be delivered as provided in Section 4.8 hereof No Tendered Certificate so purchased by the provider of a Liquidity Facility shall cease to be Outstanding hereunder solely by reason of the purchase thereof.

(h) ***Deposits of Amounts Received by Trustee***. All moneys received by the Trustee as proceeds of the sale of the Tendered Certificates pursuant to Section 4.6 hereof that have been transferred to the Trustee pursuant to Section 4.6 hereof shall be held by the Trustee in the Remarketing Proceeds Subaccount pursuant to Section 3.3(e) hereof.

(i) ***Book Entry Tenders***. Notwithstanding any other provision of this Article IV to the contrary, all tenders for purchase during any period in which the 2008A Certificates are registered in the name of Cede & Co. (or the nominee of any successor Depository) shall be subject to the terms and conditions set forth in the Representations Letter to DTC related to the 2008A Certificates and to any regulations promulgated by DTC (or any successor Depository). For so long as the 2008A Certificates are registered in the name of Cede & Co., as nominee for DTC, the tender option rights of Registered Owners of 2008A Certificates may be exercised only through DTC by giving notice of its election to tender 2008A Certificates or portions thereof at the times and in the manner described above. Beneficial Owners will not have any rights to tender 2008A Certificates directly to the Trustee. Procedures under which a DTC Participant or a DTC Participant acting on behalf of a Beneficial Owner may direct a DTC Participant, or an Indirect Participant acting through a DTC Participant, to exercise a tender option right in respect of 2008A Certificates or portions thereof in an amount equal to all or a portion of such Beneficial Owner's beneficial ownership interest therein shall be governed by standing instructions and customary practices determined by such DTC Participant or Indirect Participant. For so long as the 2008A Certificates are registered in the name of Cede & Co., as nominee for DTC, delivery of 2008A Certificates required to be tendered for purchase shall be effected by the transfer on the applicable purchase date of a book entry credit to the account of the Trustee of a beneficial interest in such 2008A Certificates.

Notwithstanding anything expressed or implied herein to the contrary, so long as the Book Entry System for the 2008A Certificates is maintained by the Trustee:

(i) there shall be no requirement of physical delivery to or by the Tender Agent, the Remarketing Agent or the Trustee of:

(A) any 2008A Certificates subject to mandatory or optional purchase as a condition to the payment of the Purchase Price therefor;

(B) any 2008A Certificates that have become Bank 2008A Certificates; or

(C) any remarketing proceeds of such 2008A Certificates; and

(ii) except as provided in (iii) below, neither the Trustee nor the Paying Agent shall have any responsibility for paying the Purchase Price of any tendered Certificate or for remitting remarketing proceeds to any person; and

(iii) the Trustee's sole responsibilities in connection with the purchase and remarketing of a tendered Certificate shall be to:

(A) draw upon the Liquidity Facility in the event the Remarketing Agent notifies the Trustee as provided herein that such 2008A Certificate has not been remarketed on or before the purchase date therefor, which draw shall be in an amount equal to the difference between such Purchase Price and any remarketing proceeds received by Remarketing Agent in connection with a partial remarketing of such 2008A Certificate, and to remit the amount so drawn to or upon the order of the Depository for the benefit of the tendering Beneficial Owners; and

(B) remit any proceeds derived from the remarketing of a Bank 2008A Certificate to the 2008A Bank.

Section 4.7. Remarketing of 2008A Certificates.

(a) ***Duty to Remarket***. Except as otherwise provided in this Section, upon receipt of any notice given pursuant to Section 2.11(d) or Section 4.6 hereof that any 2008A Certificates will be or are required to be tendered for purchase in accordance with Section 4.6 hereof, the Remarketing Agent for the applicable series of the 2008A Certificates shall use its reasonable best efforts to remarket any Tendered Certificate on its Tender Date at a price equal to the Purchase Price. By 5:00 p.m., New York City time, on the Business Day immediately preceding each Tender Date, or by 11:30 a.m., New York City time on the Tender Date if in a Daily Mode, the Remarketing Agent shall give notice by telephone and by electronic means of the principal amount of Tendered Certificates for which it has arranged a remarketing (and such other particulars with respect thereto as the Remarketing Agent or the Manager of Finance deems necessary), along with the principal amount of Tendered Certificates, if any, for which it has not arranged a remarketing, to the Trustee, the Liquidity Facility provider of any Liquidity Facility then in effect with respect to such Tendered Certificates and the Manager of Finance, and, by 10:30 a.m., New York City time, on the Tender Date, or by 11:45 a.m., New York City time on the Tender Date if in a Daily Mode, shall transfer to the Trustee the proceeds of the remarketing of the Tendered Certificates. By 11:00 a.m., New York City time, or by 12:00 p.m. (noon), New York City time if in a Daily Mode, on each Tender Date (including the Conversion Date) the Trustee shall then take such actions as may be required under the Liquidity Facility then in effect with respect to such Tendered Certificates to obtain moneys thereunder in an amount equal to the full Purchase Price of all such Tendered Certificates covered by such Liquidity Facility, less the proceeds of the remarketing of such Tendered Certificates theretofore transferred to the Trustee by the Remarketing Agent or remitted to the Depository as provided in (iii) of Section 4.6(i). The provider of the applicable Liquidity Facility shall transmit funds pursuant to a draw made by the Trustee no later than 2:00 p.m., New York City time. The Trustee shall notify the Manager of Finance of the amount so obtained.

For purposes of this subsection (a), if the Remarketing Agent fails: (i) to notify the Trustee of the transfer of remarketing proceeds to the Depository as provided in (iii) of Section 4.6(i); or (ii) to transfer to the Trustee the proceeds of the remarketing of Tendered Certificates, either of (i) or (ii) to occur by 10:30 a.m., New York City time, or by 11:45 a.m., New York City time, if in a Daily Mode, on a Tender Date, it shall be assumed that no arrangement for the remarketing of any unremarketed Tendered Certificates has been made and the Trustee shall take the action specified hereunder to obtain moneys with which to pay the Purchase Price of the Tendered Certificates.

(b) ***Limitations on Remarketings***. The Remarketing Agent shall not, during any period during which a Liquidity Facility is required to be in effect for the 2008A Certificates in accordance with Section 10.5 hereof, remarket Tendered Certificates (i) if upon such remarketing the amount available to be drawn under a Liquidity Facility for the payment of the principal or Purchase Price of the Outstanding 2008A Certificates to which such Liquidity Facility relates is less than the amount required in accordance with Section 10.5 hereof, (ii) if the Liquidity Facility then in effect will expire or terminate within twenty (20) days after the Tender Date of the Tendered Certificates, unless and until such Liquidity Facility has been extended or a Substitute

Liquidity Facility shall have been delivered to the Trustee in accordance with Section 10.5 hereof and (iii) if a Liquidity Facility provider has delivered a default notice or a No Remarketing Notice in accordance with the provisions of the applicable Liquidity Facility and Section 4.6(e) hereof that Tendered Certificates secured by such Liquidity Facility are not to be remarketed and such default notice or No Remarketing Notice remains in effect and has not been annulled or rescinded.

Section 4.8. Delivery of Purchased Certificates.

(a) 2008A Certificates of the aggregate principal amount (in Authorized Denominations) purchased pursuant to Section 4.6 hereof shall be delivered as follows:

(i) 2008A Certificates of the aggregate principal amount purchased with remarketing proceeds as described in paragraph (i) of Section 4.6(g) hereof, upon receipt of payment therefor, shall be authenticated and delivered by the Trustee to the purchasers thereof or, in the case of Book Entry Certificates, recorded in the records of the Depository as a transfer of ownership of such principal amount to the accounts of the DTC Participants purchasing such aggregate principal amount. 2008A Certificates, portions of which in Authorized Denominations shall have been purchased with such moneys, shall be registered for transfer with respect to principal amounts thereof so purchased and for registration of transfer with respect to the principal amounts thereof not so purchased as provided in paragraphs (ii) or (iii) of this subsection (a);

(ii) 2008A Certificates of the aggregate principal amount purchased with moneys obtained under the related Liquidity Facility as described in clause (ii) of Section 4.6(g) hereof, upon receipt of payment therefor, shall be registered for transfer to the Liquidity Facility provider for such Bank 2008A Certificates or, at the direction of the Liquidity Facility provider for such Bank 2008A Certificates, to its permitted assigns in accordance with the related Liquidity Facility, or, in the case of Book Entry Certificates, recorded in the records of the Depository as a transfer of ownership of such principal amount to the account of such Liquidity Facility provider or, at the direction of such Liquidity Facility provider, to a permitted assigns in accordance with the related Liquidity Facility. Upon such registration of transfer in the case of Bank 2008A Certificates that are not Book Entry Certificates, the 2008A Certificates issued in respect thereof shall be (A) delivered to and held by the Trustee on behalf of the Liquidity Facility provider or (B) if requested by the Liquidity Facility provider for such Bank 2008A Certificates, delivered to and held by such Liquidity Facility provider, a permitted assigns in accordance with the related Liquidity Facility or a designee thereof. The Trustee shall not deliver a Bank 2008A Certificate to any other purchaser thereof unless the Trustee receives (1) a certificate of the Liquidity Facility provider or (2) an opinion of counsel to the Liquidity Facility provider that the amount available to be paid under any Liquidity Facility then in effect for such Bank 2008A Certificates shall have been or will be simultaneously reinstated in the amount of such 2008A Certificates, plus interest accrued thereon; and

(iii) 2008A Certificates of the aggregate principal amount purchased with moneys furnished by or on behalf of the City described in paragraph (iii) of Section 4.6(g) hereof shall be authenticated, registered for transfer to or upon the order of the City or its agent and delivered to or upon the order of the City, or, in the case of Book Entry

Certificates, recorded in the records of the Depository as a transfer of ownership of such principal amount to the DTC Participant acting on behalf of the City.

(b) Notwithstanding the provisions of Section 4.8(a) hereof, no Tendered Certificates shall be delivered to the purchasers thereof upon a remarketing unless the amount available to be paid under any Liquidity Facility then in effect for such Tendered Certificates shall automatically by its terms be reinstated to the amount available thereunder immediately prior to such Tender Date or the Trustee receives (i) a certificate of the applicable Liquidity Facility provider or (ii) an opinion of counsel to the Liquidity Facility provider that the amount available to be paid under such Liquidity Facility has been or will be simultaneously reinstated to the amount available thereunder immediately prior to such Tender Date.

Section 4.9. The Remarketing Agents. Each of the Remarketing Agents shall designate their respective principal office to the Trustee and signify acceptance of the duties and obligations imposed upon each of them respectively hereunder by a written instrument of acceptance delivered to the Trustee under which each of the Remarketing Agents will agree to:

(a) determine the Interest Rates and Rate Periods and give notice of such rates and periods in accordance with Article 4 hereof;

(b) keep such books and records with respect to its duties as remarketing agent as shall be consistent with prudent industry practice;

(c) use its best efforts to remarket 2008A Certificates in accordance with this 2008A Indenture; and

(d) hold all moneys delivered to it hereunder for the purchase of 2008A Certificates for the benefit of the person which shall have so delivered such moneys until the 2008A Certificates purchased with such moneys shall have been delivered to or for the account of such person.

Any successor to any of the initial Remarketing Agents shall be one or more persons (a) authorized by law to perform all the duties imposed upon it by this 2008A Indenture and (b) consented to, in writing, by the related 2008A Bank. Any of the Remarketing Agents may at any time resign and be discharged of the duties and obligations created hereby by giving at least 30 days' notice to the Manager of Finance, the Trustee and the 2008A Banks. So long as no Event of Nonappropriation or Event of Lease Default has occurred and is continuing, the Remarketing Agents may be removed by the Trustee, on behalf of the Corporation, at any time, upon 30 days' written notice, at the direction of the Manager of Finance, by an instrument signed by the Manager of Finance and filed with the Trustee and, in turn, delivered by the Trustee, to the Remarketing Agent and the related 2008A Bank. The Remarketing Agents may also be removed and replaced in accordance with the related provisions of the then current Liquidity Facilities and, in every case, with such replacement acceptable to the Trustee and the Manager of Finance.

In the event of the resignation or removal of a Remarketing Agent, such Remarketing Agent shall pay over, assign and deliver any moneys and 2008A Certificates held by it in such capacity to its successor or, if there is no successor, to the Trustee.

If the Corporation, at the direction of the Manager of Finance, shall fail to appoint a Remarketing Agent hereunder, or if a Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of a Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the Corporation, at the direction of the Manager of Finance, shall not have appointed a successor Remarketing Agent, the Trustee shall automatically be deemed to be the Remarketing Agent for all purposes of this 2008A Indenture until the appointment by the Trustee, on behalf of the Corporation, upon consultation with the Manager of Finance, of the Remarketing Agent or successor Remarketing Agent, as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell 2008A Certificates or to perform the duties set forth in Sections 4.6 through 4.8 hereof.

The Corporation, at the written direction of the Manager of Finance, shall use its best efforts to maintain Remarketing Agreements with Remarketing Agents for each series of the 2008A Certificates in any Rate Mode until all such series of 2008A Certificates are paid in full.

ARTICLE 5
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 5.1. Deposits and Security Therefor. All moneys received by the Trustee under this 2008A Indenture shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 5.2 hereof. All deposits with the Trustee or in any other depository institution in excess of the amount covered by insurance (whether under this Section or under Section 5.2 as aforesaid) held for more than 24 hours (whether original deposits under this Section or deposits or re-deposits in time accounts under Section 5.2) shall, to the extent not insured, be secured by a pledge of Federal Securities or other Permitted Investments; provided that all investments shall mature, or be subject to redemption by the owner at not less than the principal amount thereof or the cost of acquisition, whichever is lower and all deposits in time accounts shall be subject to withdrawal not later than the date when the amounts will foreseeably be needed for purposes of this 2008A Indenture. In connection with investment transactions hereunder, the Trustee may use its own investment department.

Section 5.2. Investment or Deposit of Funds. The Trustee shall, at the written direction of the Manager of Finance and in accordance with instructions of Special Counsel attached to the Tax Certificate, invest moneys held in the Costs of Execution and Delivery Fund, the Base Rentals Fund and the Base Rentals Reserve Fund or other Funds or Accounts established under this 2008A Indenture in Permitted Investments or deposit such moneys in time accounts (including accounts evidenced by time certificates of deposit), which may be maintained with the commercial department of the Trustee, secured as provided in Section 5.1; provided that amounts on deposit in the 2008A Certificates Liquidity Facilities Subaccount, the Remarketing Proceeds Subaccount shall remain uninvested.

The interest or income received upon investments of the Funds and Accounts created hereunder shall be held or transferred as provided in Article 3 hereof.

Section 5.3. Valuation of Investments. For the purpose of determining the amount in the Base Rentals Reserve Fund and in the Reserve (Variable Interest Portion) Subaccount of the

2008A Base Rentals Account, all Permitted Investments credited to such Fund or such Subaccount shall be valued on or about December 1 each year determined as set forth in the definition of Permitted Investments set forth as Exhibit C hereto. In the event the value of such Permitted Investments is less than the Base Rentals Reserve Requirement or the Reserve (Variable Interest Portion) Subaccount Requirement, as the case may be, the Trustee shall notify the City that Additional Rentals under the 2008A Lease are due from the City in an amount sufficient to restore the balance therein to the Base Rentals Reserve Requirement or the Reserve (Variable Interest Portion) Subaccount Requirement, as the case may be.

ARTICLE 6
DEFEASANCE AND DISCHARGE

Section 6.1. Defeasance and Discharge.

(a) When the principal or redemption price (as the case may be) of, and interest on, all Certificates executed and delivered hereunder have been paid or provision has been made for payment of the same, together with (i) the compensation of the Trustee and all other sums payable hereunder relating to such Certificates, including sums payable to any provider of a Liquidity Facility and (ii) any sums then due and payable under any Swap Agreements, the right, title and interest of the Trustee shall thereupon cease in respect of such Certificates and the Swap Agreements and the Trustee, on direction of the Manager of Finance, shall (1) release this 2008A Indenture in respect of such Certificates and the 2008A Lease, (2) shall execute such documents to evidence such releases as may be reasonably required by the Manager of Finance, (3) convey the Leased Property to the City as provided by Article 12 of the 2008A Lease, (4) turn over to the City all balances then held by the Trustee in the Funds or Accounts hereunder except for amounts held in the Rebate Fund and the 2003C Escrow Account. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portion thereof) for which provision for payment shall have been considered made shall be selected by lot by the Trustee.

(b) Provision for the payment of Certificates shall be deemed to have been made when the Trustee holds in the Base Rentals Fund (1) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Federal Securities) in an amount sufficient to make all payments specified above, or (2) Federal Securities maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments, or (3) any combination of such cash and such Federal Securities the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments.

In respect of the foregoing, if provision is to be made for the payment of any Certificate within any series of the 2008A Certificates in any Rate Mode other than Term Rate Mode, the interest due thereon shall be determined using the Maximum Rate and such Certificates shall be called for redemption or tender or both on the earliest of the next succeeding Optional Redemption Date, Mandatory Sinking Fund Redemption Date, Optional Tender Date or Mandatory Tender Date.

(c) Neither the Federal Securities nor the moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal of, premium, if any, and interest on the Certificates or portions thereof; provided, however, that other Federal Securities and moneys may be substituted for the Federal Securities and moneys so deposited prior to their use for such purpose.

(d) Whenever moneys or Federal Securities shall be deposited with the Trustee for the payment or redemption of any Certificates more than forty-five (45) days prior to the date that such Certificates are to mature or be redeemed, the Trustee shall mail a notice stating that such moneys or Federal Securities have been deposited and identifying the Certificates for the payment of which such moneys or Federal Securities are being held, to all Owners of Certificates for the payment of which such moneys or Federal Securities are being held.

In the event that any amounts are at any time due and owing to any Counterparty under a Swap Agreement, but all Base Rentals and all other Additional Rentals due under the provisions of the 2008A Lease have been paid by the City, then the right, title and interest of the Trustee in and to the Leased Property shall thereupon cease, terminate and become void and be discharged and satisfied *only* with respect to the Owners and the providers of any Liquidity Facility, and the right, title and interest of the Trustee in the Leased Property shall continue for the benefit of any Counterparty under a Swap Agreement until the earlier of the payment of all such amounts due to such Counterparty or the satisfaction of such payment obligations pursuant to Section 6.1(a) hereof

Section 6.2. Unclaimed Money. Any moneys deposited with the Trustee pursuant to the terms of this 2008A Indenture to be used for the payment of principal of, premium, if any, or interest on any of Certificates and remaining unclaimed by the Owners of such Certificates for a period of six (6) years after the final due date of any Certificate, whether the final date of maturity or the final redemption date, shall, upon the written request of the City, and if the City shall not at the time, to the knowledge of the Trustee, be in default with respect to any of the terms and conditions contained in this 2008A Indenture, in the Certificates or under the 2008A Lease, be paid to the City and such Owners shall thereafter look only to the City for payment and then only (a) to the extent of the amounts so received by the City from the Trustee without interest thereon, (b) subject to the defense of any applicable statute of limitations and (c) subject to the City's appropriation of such payment. After payment by the Trustee of all of the foregoing, if any moneys are then remaining under this 2008A Indenture, the Trustee shall pay such moneys to the City as an overpayment of Base Rentals.

ARTICLE 7
EVENTS OF INDENTURE DEFAULT AND REMEDIES

Section 7.1. Events of Indenture Default Defined. Each of the following shall be an Event of Indenture Default:

(a) the occurrence of an Event of Nonappropriation; or

(b) the occurrence of an Event of Lease Default.

Upon the occurrence of any Event of Indenture Default, the Trustee shall give notice thereof to the Owners of the Certificates, each Counterparty under any Swap Agreement and each

2008A Bank. The Trustee shall waive any Event of Nonappropriation which is cured by the City, within twenty-one (21) days of the receipt of notice by the Trustee as provided by Section 4.1 of the 2008A Lease, by inclusion in a duly enacted appropriation ordinance (1) by specific line item reference amounts authorized and directed to be used to pay all Base Rentals and (2) sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term. With the prior written consent of the Counterparties under any Swap Agreements and each 2008A Bank, the Trustee may waive any Event of Nonappropriation which is cured by the City within a reasonable time with the procedure described in the preceding sentence.

Section 7.2. Remedies. Subject to Section 10.4, if any Event of Indenture Default occurs and is continuing, the Trustee may enforce for the benefit of the Owners of the Certificates, including Bank 2008A Certificates, the Counterparties and any Liquidity Provider each and every right granted to it as the assignee or grantee of the 2008A Lease and as a mortgagee under this 2008A Indenture. In exercising such rights and the rights given the Trustee under this Article 7 and Article 8, the Trustee shall take such action as, in the judgment of the Trustee, would best serve the interests of the Owners of the Certificates, including calling the Certificates for redemption prior to their maturity in the manner and subject to the provisions of Section 4.3 hereof and exercising the Lease Remedies provided in the 2008A Lease (including the mortgage remedies stated in the 2008A Lease as Lease Remedies).

Subject to Section 10.4, the Trustee shall exercise any and all remedies provided for by this 2008A Indenture first for the equal and ratable benefit of and on a parity basis between (a) the Owners of all Certificates then Outstanding, including Outstanding Bank 2008A Certificates, and (b) the Counterparties in respect of Swap Base Rentals Portions; provided that, after, and only after, the principal of, premium, if any, and interest on all Outstanding Certificates, all other amounts due and owing to the Owners thereof and Swap Base Rentals Portions have been paid as required by this 2008A Indenture, the Trustee shall exercise any and all such remedies for the benefit of the Counterparties under any Swap Agreements if Swap Non-Base Rentals Amounts are due and owing under such Swap Agreements and the providers of any Liquidity Facilities if fees and expenses are owed thereunder. All amounts realized by the Trustee after payment of such amounts to the Owners, payment of Swap Base Rentals Portions and payment of the Trustee's fees and expenses as provided herein, shall be applied ratably to the payment of all Swap Non-Base Rentals Amounts, if any, owed to any Counterparties and fees and expenses, if any, owed to any providers of any Liquidity Facilities. The Trustee shall not exercise any remedies for the benefit of Counterparties in respect of Swap Non-Base Rentals Amounts or providers of any Liquidity Facilities in respect of fees and expenses until all of the principal of, premium, if any, and interest on all Outstanding Certificates, including Outstanding Bank 2008A Certificates, and all other amounts due and owing to the Owners thereof and the Counterparties in respect of Swap Base Rentals Portions have been paid as required by this 2008A Indenture.

Section 7.3. Legal Proceedings by Trustee. Subject to Section 10.4, if any Event of Indenture Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Outstanding Certificates and receipt of indemnity to its satisfaction, shall, in its own name:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners of the Certificates, including Bank 2008A Certificates, any Counterparties

and any Liquidity Providers, including enforcing any rights under the 2008A Lease and this 2008A Indenture and to enforce the provisions of this 2008A Indenture and any collateral rights hereunder and shall enforce the provisions of the Swap Agreements, the Liquidity Facilities and Remarketing Agreements for the benefit of the Owners of the Certificates, including Bank 2008A Certificates, any Counterparties and any Liquidity Providers; or

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of Certificates, including Bank 2008A Certificates, any Counterparties or any Liquidity Providers.

Section 7.4. Discontinuance of Proceedings by Trustee. If any proceeding commenced by the Trustee on account of any Event of Indenture Default is discontinued or is determined adversely to the Trustee, then the Owners of Certificates, including Bank 2008A Certificates, any Counterparties and any Liquidity Providers shall be restored to their former positions and rights hereunder as though no such proceeding had been commenced.

Section 7.5. Owners of Certificates May Direct Proceedings. Except as provided in Section 10.4 hereof in respect of the rights in certain circumstances, of the Counterparties, the Owners of a majority in aggregate principal amount of Outstanding Certificates shall have the right, after furnishing indemnity satisfactory to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such direction shall not be in conflict with any rule of law or with this 2008A Indenture or unduly prejudice the rights of minority Owners of Certificates or any Counterparties.

Section 7.6. Limitations on Actions by Owners of Certificates. No Owner of Certificates shall have any right to pursue any remedy hereunder unless:

(a) the Trustee shall have been given written notice of an Event of Indenture Default;

(b) the Owners of at least a majority in aggregate principal amount of all Outstanding Certificates shall have requested the Trustee, in writing, to exercise the powers hereinabove granted to or pursue such remedy in its or their name or names;

(c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities; and

(d) the Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions of this Section or any other provision of this 2008A Indenture, the obligation of the Corporation shall be absolute and unconditional to pay hereunder, but solely from the Revenues pledged under this 2008A Indenture, the principal of, premium, if any, and interest on the Certificates to the respective Owners thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

If any Counterparty shall determine to direct the Trustee in connection of its rights as set forth in Section 10.4 hereof, the Trustee shall be offered indemnity satisfactory to it against costs,

expenses and liabilities the Trustee may incur in connection with such direction prior to the Trustee being required to take any action hereunder at the direction of such Counterparty.

Section 7.7. Trustee May Enforce Rights Without Possession of Certificates. All rights under this 2008A Indenture and the Certificates may be enforced by the Trustee without the possession of any Certificates or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Owners of the Certificates and, in respect of Swap Base Rentals Portions, the Counterparties.

Section 7.8. Remedies Not Exclusive. Subject to any express limitations contained herein, no remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.9. Delays and Omissions Not to Impair Rights. No delays or omissions in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article 7 may be exercised from time to time and as often as may be deemed expedient.

Section 7.10. Application of Moneys in Event of Indenture Default. Except as hereinafter provided, any moneys received, collected or held by the Trustee under this Article 7 shall be applied in the following order:

(a) To the payment of the costs of the Trustee, including, but not limited to, counsel fees, and disbursements of the Trustee with interest thereon at the prime rate then in effect with the Trustee, and the payment of its reasonable compensation, including any amounts remaining unpaid;

(b) To the payment of costs and expenses of the Corporation including, but not limited to, Counsel fees, incurred in connection with the Event of Indenture Default;

(c) To the payment of interest then owing on the Certificates, including Bank 2008A Certificates, and Swap Base Rentals Portions owed to the Counterparties, and in case such moneys shall be insufficient to pay the same in full, then to the payment of such amounts ratably, without preference or priority of one over another;

(d) To the payment of principal or redemption price (as the case may be) then owing on the Certificates, including Bank 2008A Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Certificate over another;

(e) To the payment pro rata of any fees or expenses then due and owing to the 2008A Banks and any Swap Non-Base Rentals Amounts then due and owing under any Swap Agreement; and

(f) To the payment of any amount due and owing to any provider of an investment agreement relating to the investment of funds held in the Base Rentals Reserve Fund.

The surplus, if any, shall be, paid to the City.

Notwithstanding the foregoing, with respect to the 2008A Certificates, no moneys paid or drawn pursuant to or under any Liquidity Facility or any remarketing proceeds shall be applied to the payments described in subparagraphs (a), (b) or (1) above.

ARTICLE 8
THE TRUSTEE; THE CORPORATION

Section 8.1. Acceptance of Trust.

(a) The Trustee accepts and agrees to execute the trusts created by this 2008A Indenture, but only upon the additional terms set forth in this Article, to all of which the parties to this 2008A Indenture and the Owners (by acceptance of their Certificates) agree. The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein and in the 2008A Lease and no implied covenants or obligations shall be read into this 2008A Indenture or the 2008A Lease against the Trustee.

(b) Under no circumstances shall the Trustee be required to advance any of its own funds to enforce the provisions of the 2008A Lease or to take any other action hereunder. However, if the Trustee, in good faith, institutes or defends against any legal action or otherwise seeks to enforce the provisions of the 2008A Lease, the provisions of this 2008A Indenture or any other interest beneficial to the Owners of the Certificates, any provider of a Liquidity Facility or any Counterparty, all fees and expenses incurred to that end shall be chargeable to the Trust Estate and, if necessary, may be used as the basis of a first lien on assets of the Trust Estate to the extent permitted by law. Notwithstanding the foregoing, no moneys paid or drawn pursuant to or under any Liquidity Facility or any remarketing proceeds shall be applied to the payment of such fees and expenses.

Section 8.2. No Responsibility for Recitals, etc. The recitals, statements and representations in this 2008A Indenture or in the Certificates, save only the Trustee's execution of the Certificates, have been made by the Corporation and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.

Section 8.3. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may exercise any powers under this 2008A Indenture and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder. The Trustee shall not be answerable for the exercise of any discretion or power under this 2008A Indenture nor for anything whatever in connection with the trust under the 2008A Indenture, except only its own willful misconduct or negligence or that of its agents, officers and employees.

Section 8.4. Compensation. For services not included in the initial fees paid to the Trustee from proceeds of the Certificates, the Trustee shall be paid for its typical services in accordance with the fee schedule agreed to with the City, as modified from time to time. The Trustee shall be paid reasonable, additional compensation for extraordinary services. The Trustee is also authorized to pay (a) reasonable compensation to all attorneys, agents, officers and employees reasonably employed by the Trustee in connection with this 2008A Indenture, and

(b) all other expenses reasonably to the performance of its duties hereunder. All compensation, fees and expenses described in this Section shall be chargeable to and paid from the Trust Estate and, if necessary, may be used as the basis of a first lien on assets of the Trust Estate to the extent permitted by law.

Notwithstanding the foregoing, in respect of the Series 2008A Certificates, no moneys paid or drawn pursuant to or under the Liquidity Facility or any remarketing proceeds shall be applied to any of the payments described in this Section.

Section 8.5. Notice of Default; Right to Investigate. The Trustee shall, within thirty (30) days after it receives notice thereof, give written notice by first class mail to the Owners of the Certificates of all Events of Indenture Default known to the Trustee and send a copy of such notice to the City, unless such defaults have been remedied. The Trustee shall not be deemed to have notice of any Event of Indenture Default unless an officer of the corporate trust department has actual knowledge thereof or has been notified in writing of such Event of Indenture Default by the owners of at least 25% in principal amount of the Outstanding Certificates. The Trustee may, but is not obligated to, at any time request the City to provide full information as to the performance of any covenant under the 2008A Lease; and, if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made an investigation into any matter to the 2008A Lease and the Leased Property.

Section 8.6. Obligation to Act on Defaults. Subject to the provisions of Sections 7.6 and 10.4 hereof, if any Event of Indenture Default shall have occurred and be continuing of which the Trustee has actual knowledge or notice, the Trustee shall exercise such of the rights and remedies vested in it by this 2008A Indenture and shall use the same degree of care in their exercise as a prudent man would exercise or use in the circumstances in the conduct of his own affairs; provided, that if in the opinion of the Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

Section 8.7. Reliance on Requisition, etc. The Trustee may act on any written requisition, resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of the 2008A Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

The Trustee will be entitled to rely upon opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Section 8.8. Trustee May Own Certificates. The Trustee may in good faith buy, sell, own and hold any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party to the 2008A Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Corporation or the City provided that if the Trustee determines that any such relation is in conflict with its duties under the 2008A Indenture, it shall eliminate the conflict or resign as Trustee.

Section 8.9. Construction of Ambiguous Provisions. The Trustee may, but is not obligated to, construe any ambiguous or inconsistent provisions of this 2008A Indenture, and any such construction by the Trustee shall be binding upon the Owners, the Counterparties and the providers of any Liquidity Facility. In construing any such provision, the Trustee will be entitled to rely upon opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or misconduct.

Section 8.10. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this 2008A Indenture by written resignation filed with the Corporation not less than sixty (60) days before the date when it is to take effect; provided notice of such resignation is mailed by registered or certified mail to the Owner of each Outstanding Certificate at the address shown on the registration books. Such resignation shall take effect only upon the appointment of and acceptance by a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds, or to other amounts due arising prior to the date of such resignation shall survive resignation.

Section 8.11. Removal of Trustee. Any Trustee hereunder may be removed at any time, after payment of all outstanding fees and expenses of the Trustee being so removed, by an instrument appointing a successor to the Trustee so removed, executed by the Owners of a majority in principal amount of the Certificates then Outstanding and filed with the Trustee, the Corporation and the City. Such removal shall take effect only upon the appointment of and acceptance by a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds or to other amounts due arising prior to the date of such removal shall survive removal.

Section 8.12. Appointment of Successor Trustee. If the Trustee or any successor trustee resigns or is removed (other than pursuant to Section 8.11 hereof) or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Corporation, at the direction of the Manager of Finance, shall appoint a successor and shall cause a notice of such appointment to be mailed by registered or certified mail to the Owners of all Outstanding Certificates at the address shown on the registration books. If the Corporation fails to make such appointment within thirty (30) days after the date notice of resignation is filed, the Owners of a majority in principal amount of the Certificates then Outstanding may do so. If Owners have failed to make such appointment within sixty (60) days after the date notice of resignation is filed, the Trustee may petition a court of competent jurisdiction to make such appointment.

Section 8.13. Qualification of Successor. Any successor trustee shall be a national or state bank with trust powers or a bank and trust company or a trust company, in each case having capital and surplus of at least $50,000,000, if there be one able and willing to accept the trust on reasonable and customary terms.

Section 8.14. Instruments of Succession. Any successor trustee shall execute, acknowledge and deliver to the City an instrument accepting such appointment under the 2008A Indenture; and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust under the 2008A Indenture, with like effect as if originally named Trustee herein. The Trustee ceasing to act under the 2008A Indenture shall pay over to the

successor trustee all moneys held by it under the 2008A Indenture; and, upon request of the successor trustee, the Trustee ceasing to act and the Corporation shall execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers and trusts under this 2008A Indenture of the Trustee ceasing to act, including the transfer of all then current Liquidity Facilities.

Section 8.15. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor trustee under this 2008A Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.16. Appointment of Co-Trustee. It is the purpose of this 2008A Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this 2008A Indenture or the 2008A Lease, and in particular in case of the enforcement of any such document in default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as declared and granted in this 2008A Indenture, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adopted to these ends.

The Trustee may appoint an additional individual or institution as a separate or co-trustee, in which event such and every remedy, power, right, claim, demand, cause of action, indemnity, estate, title, interest and lien expressed or intended by the 2008A Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Corporation be required by the separate or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Corporation. In case any separate or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, so far as permitted by law, shall vest in and be exercisable by the Trustee until the appointment of a new Trustee or successor to such separate or co-trustee.

Section 8.17. Intervention by Trustee. In any judicial proceeding to which the Corporation or the City is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Owners and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of Outstanding Certificates and furnished indemnity satisfactory to it.

The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.18. Paying Agent.

(a) The Corporation hereby appoints the Trustee to act as Paying Agent for the Certificates, such designation to remain in effect until the Trustee resigns or is removed as provided in this Section. The Paying Agent and any successor Paying Agent, by written instrument delivered to the Corporation and the Trustee (if not then the Paying Agent), shall accept the duties and obligations imposed on it under this 2008A Indenture.

(b) The Corporation is authorized to appoint an additional paying agent to assist in the performance of the Paying Agent's duties hereunder. If an appointment is made hereunder, written notice shall be given as soon as practicable to the Paying Agent, the Trustee, the Underwriters, the 2008A Bank, the City, the Certificate Owners and any Rating Agency then rating the Certificates.

(c) In addition to the other obligations imposed on the Paying Agent hereunder, the Paying Agent shall agree to:

(i) keep such books and records as shall be consistent with industry practice and make such books and records available for inspection by the Corporation, the Trustee (if not then the Paying Agent) and the City at all reasonable times; and

(ii) deliver to the Trustee upon request a list of the names and addresses of the Owners of the Certificates.

(d) If at any time the Paying Agent is unable or unwilling to act as Paying Agent, the Paying Agent may resign upon sixty (60) days' prior written notice to the Corporation, the Trustee (if not then the Paying Agent) and the Underwriters. Such resignation shall become effective upon the date specified in such notice, unless a successor Paying Agent has not been appointed, in which case such resignation shall become effective upon the appointment of each successor. The Paying Agent may be removed at any time, after payment of all outstanding fees and expenses of the Paying Agent, in the same manner as provided for the removal of any Trustee as set forth in Section 8.11 hereof. Upon resignation or removal of the Paying Agent, the Corporation shall appoint a substitute Paying Agent which is a national or state banking association, bank, bank and trust company or trust company, which has a capital and surplus of at least $50,000,000. Upon the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys and the Certificates held by it in trust pursuant to this Section to its successor.

(e) Any corporation into which any Paying Agent hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent hereunder shall be the successor Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.19. Books and Record of the Trustee; Access to Leased Property; Paying Agent Record Keeping. The Trustee shall keep such books and records relating to the 2008A Lease and Funds and Accounts created under this 2008A Indenture as shall be consistent with

industry practice and make such books and records available for inspection by the Corporation and the City, including its Auditor, at all reasonable times and for six years following the discharge of this 2008A Indenture according to Article 6 hereof.

Section 8.20. Environmental Matters. Any real property or interest in real property constituting any portion of the Trust Estate shall be subject to the following provisions:

(a) The Trustee's responsibilities for any interest in real property constituting any portion of the Trust Estate, prior to an Event of Indenture Default, shall be performed as Trustee on behalf of the Corporation without any duty to monitor or investigate whether the real property constituting any portion of the Trust Estate complies with environmental laws or is subject to any Hazardous Substance.

(b) Following an Event of Indenture Default, if the Trustee determines that the release, threatened release, use, generation, treatment, storage or disposal of any Hazardous Substance on, under or about real property constituting any portion of the Trust Estate gives rise to any liability or potential liability under any federal, state, local or common law, or devalues or threatens to devalue such real property, the Trustee may, but is not obligated to, take whatever action is deemed necessary by the Trustee to address the threatened or actual releases of Hazardous Substances, to restore such real property's marketability, or to bring about or maintain such real property's compliance with federal, state or local environmental laws and regulations. The costs incurred for any remedial action shall be paid as an expense of the Trust Estate and, if necessary, may be used as the basis of a first lien on assets of the Trust Estate to the extent permitted by law.

Section 8.21. Indemnification of Trustee. The Trustee shall be indemnified and held harmless by the Corporation from and against any and all liabilities or notifications of potential liability, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses, including the cost of defense and settlement, and other reasonable attorneys' fees (collectively, the "liability"), including, but not limited to, such liability as may arise or be claimed to arise because of any action taken by the Trustee under the provisions of Section 8.20, any action or inaction taken by the Trustee under this 2008A Indenture, under the 2008A Lease, under any Liquidity Facility or the Escrow Agreement or otherwise in connection with the Certificates or such liability as may arise under any federal, state or local laws and regulations. This indemnification shall apply regardless of the fault or negligence of the Trustee in acquiring, holding or managing the real property constituting any portion of the Trust Estate, but shall not extend to any liability which arises out of any grossly negligent or reckless act or omission of the Trustee. Payment by the Corporation of amounts due under this indemnification shall be an expense of the Trust Estate except for moneys paid or drawn pursuant to or under any Liquidity Facility or any remarketing proceeds.

Section 8.22. No Participation in Disclosure. The Corporation and the Trustee did not participate in the preparation of any disclosure documents relating to the 2008A Certificates and do not assume any responsibility for the contents thereof.

Section 8.23. Covenants and Agreements Regarding 2008A Lease. The Corporation hereby covenants to the Trustee for the benefit of the Owners, including any owners of Bank 2008A Certificates, and the Counterparties that the Corporation will observe and comply with the

covenant of quiet enjoyment contained in Article 5 of the 2008A Lease and with all of its representations and warranties under the 2008A Lease. The Corporation agrees that whenever the 2008A Lease gives the Trustee some right or privilege or in any way attempts to confer upon the Trustee the ability to act directly or indirectly to protect the security for payment of the Certificates, that such part of the 2008A Lease shall be as if it were set forth in full in this 2008A Indenture.

The Trustee agrees to provide, upon its receipt thereof, by telephone or electronic means, to the Counterparties and to the providers of any Liquidity Facilities, a copy of the notice regarding renewal (or nonrenewal) of the 2008A Lease required to be provided by the Manager of Finance to the Trustee pursuant to Section 4.1 and Exhibit G of the Lease.

Section 8.24. Payment of Certificates. The Corporation shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Certificate executed and delivered by the Trustee hereunder according to the terms hereof, but shall be required to make such payment or cause such payment to be made only out of Revenues.

Section 8.25. Corporate Existence; Compliance with Laws. The Corporation shall maintain its corporate existence; shall use its best efforts to maintain and renew all its rights, powers, privileges and franchises, and shall comply with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any legislative, executive, administrative or judicial body which may relate to the execution and delivery of the Certificates and the performance of the Corporation's obligations hereunder.

Section 8.26. No Transfer of the 2008A Lease, etc; Further Assurances. The Corporation shall not transfer the 2008A Lease or any rights it may have in the Leased Property, except pursuant to the 2008A Lease or as specifically authorized in this 2008A Indenture in furtherance of the security for the Certificates; provided that, once the City has repaid all amounts owing under the 2008A Lease, and complied with the other provisions thereof, the Corporation is authorized and directed to transfer all its ownership rights in the Leased Property to the City. Except to the extent otherwise provided in this 2008A Indenture, the Corporation shall not enter into any contract or take any action by which the rights of the Trustee or the Certificate Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this 2008A Indenture.

Section 8.27. Certificates Not to Become Arbitrage Bonds. The Corporation covenants to the Owners of the Certificates that, notwithstanding any other provision of this 2008A Indenture or any other instrument, it will not make or cause to be made any investment or other use of the proceeds of the Certificates or take any action with respect to the amounts payable under the 2008A Lease which would cause the Certificates to be "arbitrage bonds" under Sections 103 and 148 of the Code. The Corporation further covenants that it will comply with the requirements of such Sections and regulations throughout the terms of the Certificates with respect to all funds and accounts created under this 2008A Indenture and all moneys on deposit to the credit of any such fund or account, and to any other amounts which are Certificate proceeds for purposes of Sections 103 and 148 of the Code. The Corporation covenants that it will take no action and permit no action within its control to be taken which would adversely affect the exemption from Federal income tax of interest on the Certificates.

Section 8.28. Recording of 2008A Indenture and Other Documents. The Corporation shall cause either this 2008A Indenture or a memorandum thereof and a financing statement relating hereto to be recorded and filed in the offices of the Clerk and Recorder of the City and County of Denver and the Colorado Secretary of State, respectively. From time to time, the Trustee may, but shall not be required to, obtain an opinion of Counsel setting forth what, if any, actions by the Trustee should be taken to preserve such security. The Corporation shall execute or cause to be executed any and all further instruments as shall reasonably be requested by the Trustee for such protection of the interests of the Certificate Owners, and shall furnish satisfactory evidence to the Trustee of filing and refiling of such instruments as requested by the Trustee and necessary to preserve the lien of this 2008A Indenture upon the Leased Property and the Trust Estate created by this 2008A Indenture or any part thereof until the principal of, premium, if any, and interest on the Certificates shall have been paid.

The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of Counsel may be necessary to preserve the lien of this 2008A Indenture upon the Leased Property and the Trust Estate created by this 2008A Indenture or any part thereof until the principal of, premium, if any, and interest on the Certificates shall have been paid.

Notwithstanding the foregoing, the Trustee does not assume nor shall it have any responsibility for, the correctness of any recorded or filed documents in the office in which such documents may be recorded or filed.

ARTICLE 9
SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE 2008A LEASE

Section 9.1. Supplemental Indentures and Amendments Not Requiring Consent of Certificate Owners, Providers of Liquidity Facilities or Counterparties. The Trustee and the Corporation may, with the written consent of the City, without the consent of, or notice to, the Owners, the providers of any Liquidity Facilities or the Counterparties enter into such indentures or agreements supplemental hereto, for any one or more or all of the following purposes:

(a) to grant additional powers or rights to the Trustee;

(b) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency rating the Certificates;

(c) to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.8 hereof;

(d) in order to preserve or protect the excludability from gross income for federal income tax purposes of interest evidenced and represented by the Certificates; or

(e) for any purpose not inconsistent with the terms of this 2008A Indenture or to cure any ambiguity, or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to make any provisions with respect to matters arising under this 2008A Indenture which shall not be inconsistent with the provision

of this 2008A Indenture, including and which do not adversely affect the interests of the Owners of the Certificates, the providers of any Liquidity Facilities or any Counterparties.

Section 9.2. Supplemental Indentures and Amendments Requiring Consent of Certificate Owners, Providers of Liquidity Facilities and Counterparties. With respect to matters other than those set forth in Section 9.1 hereof and except as hereinafter provided, this 2008A Indenture may be amended, except with respect to (1) the principal or interest payable upon any Outstanding Certificates, (2) the Interest Payment Dates, the dates of maturity or the redemption or tender provisions of any Outstanding Certificates, and (3) this Article 9, by a supplemental indenture approved by the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (subject to the provisions of Section 10.2 hereof). Notwithstanding the foregoing, any amendment adversely affecting the rights hereunder of any providers of any Liquidity Facilities or any Counterparties shall be approved in writing by the applicable providers of any Liquidity Facility or the applicable Counterparties.

Section 9.3. Amendment of the 2008A Lease.

(a) The Corporation and the City shall have the right to amend the 2008A Lease, without consent of the Owners of the Certificates, the providers of any Liquidity Facilities or the Counterparties, for one or more of the following purposes:

(1) to add covenants of the Corporation or the City or to grant additional powers or rights to the Trustee;

(2) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency of the Certificates;

(3) in order to more precisely identify the Leased Property, including any substitutions, additions or modifications to the Leased Property, as may be authorized under the 2008A Lease;

(4) to make additions to Leased Property, amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.8 hereof;

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest portion of the Base Rentals and, in turn, interest evidenced and represented by the 2008A Certificates and Additional Certificates, if any; or

(6) for any purpose not inconsistent with the terms of this 2008A Indenture or to cure any ambiguity or to correct or supplement any provision contained therein or in any amendment thereto which may be defective or inconsistent with any other provision contained therein or herein or in any amendment thereto or to make such other provisions in regard to matters or questions arising under the 2008A Lease which shall not be inconsistent with the existing provisions thereof and which shall not adversely affect the interests of the Owners of the Certificates, any provider of a Liquidity Facility or any Counterparties.

(b) If the Corporation or the City proposes to amend the 2008A Lease in such a way as would adversely affect the interests of the Owners of the Certificates, any provider of a Liquidity Facility or any Counterparties, the Trustee shall notify the Owners of the Certificates, the applicable provider of a Liquidity Facility or the applicable Counterparty, as the case may be, of the proposed amendment and may consent thereto only with the consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, the applicable provider of a Liquidity Facility or the applicable Counterparty, as the case may be; provided, that the Trustee shall not, without the unanimous consent of the Owners of all Certificates, consent to any amendment which would (1) decrease the amounts payable in respect of the 2008A Lease, or (2) change the Base Rentals Payment Dates or (3) change any of the prepayment provisions of the 2008A Lease.

Section 9.4. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join with the Corporation in the execution and delivery of or consent to any supplemental indenture or amendment of the 2008A Lease permitted by this Article 9 and in so doing shall be fully protected by an opinion of Counsel that such supplemental indenture or amendment of the 2008A Lease is so permitted and has been duly authorized by the Corporation or the City and that all things necessary to make it a valid and binding agreement have been done.

Section 9.5. Notice to Rating Agencies, the 2008A Banks and the Counterparties. The Trustee shall mail a notice of any amendment or supplement to this 2008A Indenture or the 2008A Lease to any Rating Agency then rating the Certificates, the 2008A Banks and the Counterparties.

In respect of the 2008A Certificates, the Trustee shall also mail to any Rating Agency then rating the 2008A Certificates a notice of (a) any amendment or supplement to any Liquidity Facility or any Remarketing Agreement, (b) any conversion from one Rate Mode to another Rate Mode (c) any change in the Trustee or any Remarketing Agent, (d) any expiration, termination, substitution or extension of any Liquidity Facility, (e) any redemption or defeasance of the Certificates and (f) any other information reasonably requested by a Rating Agency in order to maintain the rating on the Certificates.

ARTICLE 10
2008A CERTIFICATES LIQUIDITY FACILITIES

Section 10.1. Notices and Reports. The Trustee shall give the 2008A Banks and any Counterparties copies of any notice to be given to the 2008A Certificate Owners, including, without limitation, notice of any redemption of or defeasance of 2008A Certificates and any certificate rendered to the Trustee pursuant to this 2008A Indenture relating to the security for the 2008A Certificates. Notwithstanding any other provision of this 2008A Indenture, the Trustee shall promptly notify the 2008A Banks and any Counterparties if at any time there are insufficient moneys to make any payments of principal and/or interest as required hereunder and promptly upon the occurrence of any Event of Indenture Default of which the Trustee has actual knowledge. The Trustee shall also notify the 2008A Banks and any Counterparties of the City's failure to provide the Trustee with any notice, certificate or other item required to be given to the Corporation and/or the Trustee pursuant to the terms of the 2008A Lease.

Section 10.2. Counterparties as Third-Party Beneficiaries. To the extent that this 2008A Indenture confers upon or gives or grants to Counterparties any right, remedy or claim under or by reason of this 2008A Indenture, Counterparties are hereby explicitly recognized as being third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted to each hereunder.

Section 10.3. 2008A Certificates Liquidity Facilities.

(a) The Corporation, with the direction of Manager of Finance, shall maintain a Liquidity Facility in respect of each series of the 2008A Certificates while any such series is bearing interest in any of the following Rates Modes: Daily Rate Mode, Weekly Rate Mode, Commercial Paper Rate Mode and Term Rate Mode. In respect of each series of the 2008A Certificates, the Trustee may only draw on the Liquidity Facility pertaining to the related series and then only if such Liquidity Facility covers the then current Rate Mode for such series.

(b) In no event shall a Liquidity Facility be reduced to an amount less than the principal amount of the related series of the 2008A Certificates outstanding, plus an amount equal to interest thereon at the Maximum Rate for the number of days then required by any rating agency then rating the 2008A Certificates, unless the Trustee has received a Substitute Liquidity Facility in accordance with the terms of this Section. In no event shall any Substitute Liquidity Facility replace only in part any then current Liquidity Facility. Notwithstanding the foregoing, immediately after payment in full has been made on any 2008A Certificate, either at its maturity date, including Mandatory Sinking Fund Redemption Dates, by Optional Redemption or otherwise, the Trustee shall direct or send appropriate notice to the related 2008A Bank requesting or directing that the amount available under the Liquidity Facility be reduced by an amount equal to such principal so paid plus the amount of interest theretofore provided for under the Liquidity Facility on such principal amount. No direction or consent of the Manager of Finance shall be required for the Trustee to take the action required by the preceding sentence.

In no event shall the Trustee draw on a Liquidity Facility for the purchase of Bank Certificates or the purchase of Certificates owned by or held on behalf of, for the benefit of or for the account of, the City, the Corporation or any affiliate of the City or the Corporation.

(c) A draft of any Substitute Liquidity Facility in substantially final form and a commitment letter with respect thereto, together with written evidence from each rating agency rating the 2008A Certificates prior to the Liquidity Substitution Date of the rating on the 2008A Certificates after the Liquidity Substitution Date, shall be delivered to the Trustee, the Manager of Finance and the related Remarketing Agent, not less than 15 days prior to the proposed Liquidity Substitution Date. On each Liquidity Substitution Date the City, the Remarketing Agent and the Trustee shall also receive (i) an opinion of counsel for the Substitute Bank regarding the enforceability of the Substitute Liquidity Facility in substantially the form delivered to the Trustee upon execution and delivery of the related Liquidity Facility then in effect and (ii) written evidence from each rating agency then maintaining a rating on the 2008A Certificates that the ratings on the 2008A Certificates following the substitution of a Liquidity Facility will not be reduced or withdrawn from the ratings on the 2008A Certificates immediately prior to such substitution.

The Trustee and the Corporation shall comply with all related provisions set forth in a then current Liquidity Facility regarding replacement or substitution of such Liquidity Facility.

No Substitute Liquidity Facility shall become effective unless the then current 2008A Bank in respect of the applicable series of the 2008A Certificates certifies to the Trustee that all obligations owing to such 2008A Bank under the Liquidity Facility have been paid in full.

(d) On any Liquidity Substitution Date in respect of the applicable series of the 2008A Certificates on which a Substitute Liquidity Facility becomes effective in accordance with the provisions of this Section, the Trustee shall take such action as is required under the Liquidity Facility then in effect to cause the cancellation of the Liquidity Facility then in effect, provided that all drawings requested thereunder have been honored.

(e) Immediate notice shall be given by the Trustee to the 2008A Bank, the Manager of Finance, the Remarketing Agent and each rating agency then maintaining a rating on the applicable series of the 2008A Certificates if no satisfactory Substitute Liquidity Facility shall be furnished to the Trustee in accordance with this Section on or prior to the expiration date of the then current Liquidity Facility.

(f) Each Substitute Liquidity Facility shall provide for the submission of draws thereunder, and the payment of properly submitted draws, on the same timing as that of the Liquidity Facility being substituted for, unless the rating agency then maintaining a rating on the applicable series of the 2008A Certificates shall agree to some other timing.

Section 10.4. Notice of Special Default; Maximum Rate Until Remarketed. Upon receipt by the Trustee of a written notice from a 2008A Bank of the occurrence of a Special Default under the related Liquidity Facility, the Trustee shall give immediate notice thereof to the Owners of all outstanding 2008A Certificates of the related series and the related Remarketing Agent, which notice shall state that there will be no mandatory purchase of the 2008A Certificates as a result of such Special Default and that the 2008A Certificates will no longer be entitled to the benefits of a Liquidity Facility, or, in the case of a Suspension Event (as defined in the 2008A Standby CPA) or corresponding event under the terms of any Substitute Liquidity Facility, that the obligation of the 2008A Bank to provide funds thereunder is suspended but that the tender provisions of Sections 4.6 through 4.8 hereof will remain in effect, and that the Liquidity Facility may terminate if such Suspension Event (or corresponding event under the terms of any Substitute Liquidity Facility) is not cured within the time period specified therein; provided that any 2008A Certificates that cannot be remarketed shall be returned to the Owners thereof and shall bear interest from any such Tender Date at the Maximum Rate in respect of 2008A Certificates that are not Bank 2008A Certificates until such 2008A Certificates have been remarketed in accordance with the terms of this 2008A Indenture. If notice of a mandatory tender has been given due to receipt by the Trustee of written notice from the 2008A Bank of the occurrence of a Liquidity Facility Default as provided in Section 4.6 hereof, but a Special Default occurs prior to the mandatory tender date, the 2008A Certificates (other than 2008A Bank Certificates) shall remain subject to mandatory tender on such date, although the purchase price thereof will not be payable from amounts drawn under the Liquidity Facility.

Section 10.5. Purchase on Notice of Certain Events of Default Under Liquidity Facility is Required. The 2008A Certificates (other than Bank 2008A Certificates) are subject to mandatory tender by the Registered Owners thereof to the Trustee when the Trustee gives notice to the owners of such 2008A Certificates and the Remarketing Agent of the occurrence and continuation of a Liquidity Facility Default as provided in Section 4.6 hereof. Upon the giving of such notice, such 2008A Certificates shall be purchased as provided in Section 4.6 hereof and in no event later than three Business Days prior to the last day on which funds will be available under the Liquidity Facility, at a Purchase Price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the purchase date. In such case, the Registered Owner of any such 2008A Certificate required to be purchased may not elect to retain its 2008A Certificate and by the acceptance of such 2008A Certificate shall be deemed to have agreed to sell such 2008A Certificate to the Trustee on the date specified pursuant to Section 4.6 and this Section. The Trustee shall give such notice upon receipt by the Trustee of a written notice from the 2008A Bank of the occurrence of a Liquidity Facility Default and as further provided in Section 4.6 hereof.

Section 10.6. Remedies Under Liquidity Facilities. Notwithstanding anything in this 2008A Indenture to the contrary, the Trustee and the Certificate Owners shall have the absolute right at all times to enforce the provisions of the related Liquidity Facility in respect of the 2008A Certificates without any requirement of consent from the related 2008A Bank.

ARTICLE 11
MISCELLANEOUS

Section 11.1. Evidence of Signature of Owners and Ownership of Certificates. Any request, consent or other instrument which the 2008A Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The fact of the owning by any person of Certificates and the amounts and numbers of such Certificates, and the date of the owning of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such bankers, as the property of such party, the Certificates therein mentioned, if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Certificates have been deposited with a bank, bankers or trust company before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

Any request or consent of the owner of any Certificate shall be conclusive upon and shall bind all future owners of such Certificate and of any Certificate issued upon the transfer or exchange of such Certificate in respect of anything done or suffered to be done by the Corporation, the City, or the Trustee in accordance therewith, whether or not notation of such consent or request is made upon any such Certificate.

Section 11.2. Inspection of the Mortgaged Property. The Trustee and its duly authorized agents (a) shall have the right, on reasonable notice to the City, at all reasonable times, to examine and inspect the Mortgaged Property (subject to such regulations as may be imposed by the City for security purposes) and (b) under the 2008A Lease are permitted, at all reasonable times, to examine the books, records, reports and other papers of the City with respect to the Mortgaged Property.

Section 11.3. Parties Interested Herein. Nothing in this 2008A Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Corporation, the Trustee, the Owners, the Liquidity Facility Providers and the Counterparties, any right, remedy or claim under or by reason of this 2008A Indenture or any covenant, condition or stipulation of this 2008A Indenture; and all the covenants, stipulations, promises and agreements in this 2008A Indenture contained by and on behalf of the Corporation or the Trustee shall be for the sole and exclusive benefit of the Corporation, the Trustee, the Owners, the Liquidity Facility Providers and the Counterparties to the extent expressly provided herein.

Section 11.4. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this 2008A Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this 2008A Indenture.

Section 11.5. Severability. In the event any provision of this 2008A Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this 2008A Indenture.

Section 11.6. Governing Law. This 2008A Indenture shall be governed and construed in accordance with the law of the State.

Section 11.7. Execution in Counterparts. This 2008A Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Notices. All notices, certificates or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered by facsimile or other electronic means or mailed by first class mail, postage prepaid, addressed as follows:

if to the Trustee,

Zions Bancorporation, National Association
1001 17th Street, Suite 850
Denver, CO 80202
Attention: Corporate Trust Department

if to the Initial 2008A Bank,

JPMorgan Chase Bank, N.A.
1125 17th Street
Denver, Colorado 80202
Attention: Government Banking
Telephone: (303) 244-3225
Facsimile: (303) 244-3351

if to JPMorgan Chase Bank, N.A. as Initial Counterparty,

JPMorgan Chase Bank, N.A.
270 Park Avenue, 22nd Floor
New York, New York 10017
Attention: Municipal Derivatives Credit Group
Telephone: (212) 270-2072
Facsimile: (212) 270-3841

if to the Corporation,

Civic Center Office Building Inc.
c/o the Trustee at the address set forth above

The Corporation, the Trustee, the Initial 2008A Bank and the initial Counterparty may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.9. Successors and Assigns. All the covenants, promises and agreements in this 2008A Indenture contained by or on behalf of the Corporation or the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 11.10. Information Under Commercial Code. The following information is stated in order to facilitate filings under the Uniform Commercial Code: The secured party is Zions First National Bank, Trustee. Its address from which information concerning the security interest may be obtained is 717 17th Street, Suite 301, Denver, Colorado 80202, Attention: Corporate Trust Department.

Section 11.11. Payments Due on Saturdays, Sundays and 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 the 2008A Indenture, 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 the 2008A Indenture.

Section 11.12. Amendment and Restatement of 2003C Indenture. This Second Amended and Restated Mortgage and Indenture of Trust shall amend, restate, replace and supercede in its entirety the 2003C Indenture. This Second Amended and Restated Mortgage and Indenture of Trust sets forth the entire understanding and agreement regarding the Corporation's grant of a mortgage and security interest in the Lease and the Leased Property to the Trustee and the assignment to the Trustee of all of the Corporation's right, title and interest in and to the Revenues, all as further set forth in the Granting Clauses of this 2008A Indenture, for the benefit

of the Owners of the Certificates, and all prior negotiations, discussions and agreements between the Corporation and the Trustee regarding the foregoing are hereby merged and incorporated in this 2008A Indenture.

IN WITNESS WHEREOF, the Corporation, as settlor and mortgagor, and the Trustee, as Trustee and mortgagee, have caused this 2008A Indenture to be executed in their respective corporate names all as of the date first above written.

CIVIC CENTER OFFICE BUILDING INC.,
as Settlor and Mortgagor
By **DENVER PUBLIC FACILITIES TRUST 2023**
By its Trustee
ZIONS FIRST NATIONAL BANK

By: _____
Authorized Representative

ZIONS FIRST NATIONAL BANK,
as Trustee and Mortgagee

By: _____
Authorized Representative

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th of September, 2008, by Stephanie Nicholls as Authorized Representative of Zions First National Bank, as Trustee for Denver Public Facilities Trust 2023, on behalf of Civic Center Office Building Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of September, 2008, by Stephanie Nicholls, as an Authorized Representative of Zions First National Bank.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

My commission expires: _____

EXHIBIT A
MORTGAGED PROPERTY

Description of Site:

LOTS 1-32, AND ALL OF THE VACATED ALLEY INTERJACENT THERETO, BLOCK 232, EAST DENVER, AND OUTLOT 3, EVANS ADDITION TO THE CITY OF DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO

(Street Address: 201 West Colfax, Denver, Colorado 80202)

Description of Building:

The office building and improvements, including fixtures, acquired, constructed, rehabilitated and installed on the Site in accordance with the provisions of Article 7 (ACQUISITION, REHABILITATION, CONSTRUCTION, INSTALLATION OF THE PROJECT; OCCUPANCY AND MAINTENANCE OF THE PROJECT) and Exhibit F (BUILD TO SUIT PROVISIONS) of the 2000B Lease, as amended and restated by the 2003C Lease, as amended and restated in the 2008A Lease, such building originally referred to as the Civic Center Office Building and now officially named the Wellington E. Webb Municipal Office Building.

Description of the Equipment: All equipment, furniture, machinery and related property acquired and installed as a component of the Project and purchased from the proceeds of the Series 2000B Certificates, as refunded by the proceeds of the Series 2003C Certificates, as refunded by the proceeds of the Series 2008A Certificates.

EXHIBIT B

FORM OF 2008A CERTIFICATES

(Text of Face)

THIS CERTIFICATE IS SUBJECT TO MANDATORY TENDER FOR PURCHASE, AND MUST BE DELIVERED TO THE TRUSTEE OR WILL BE DEEMED TO HAVE BEEN SO TENDERED, AT THE TIMES AND IN THE MANNER DESCRIBED HEREIN.

REFUNDING CERTIFICATE OF PARTICIPATION,
SERIES 2008A_
(Wellington E. Webb Municipal Office Building)
Evidencing a Proportionate Interest in the
Base Rentals and other Revenues under an Annually
Renewable Lease Purchase Agreement No. 2008A
between
Civic Center Office Building Inc., as landlord or lessor
and
the City and County of Denver, Colorado, as tenant or lessee

No. R-_____ $_____

Rate Mode	Maturity Date	Dated Date	CUSIP Number
[Daily] [Commercial Paper] [Weekly] [Term]	December 1, [2029] [2031]		

Registered Owner: CEDE & CO.

Principal Amount: THOUSAND DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, together with all other Certificates of Participation, Series 2008A__ in the aggregate principal amount of $_____ (the "2008A Certificates"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Third Amended and Restated Build to Suit Lease Purchase Agreement No. 2008A (the "2008A Lease") dated October 1, 2008, between Civic Center Office Building Inc. (the "Corporation"), a Colorado nonprofit corporation, as landlord or lessor, and the City and County of Denver, Colorado (the "City"), a municipal corporation and political subdivision of the State of Colorado (the "State"), as tenant or lessee, and the Second Amended and Restated Mortgage and Indenture of Trust (the

"2008A Indenture") dated October 1, 2008, between the Corporation, as settlor and mortgagee, and Zions First National Bank, Denver, Colorado (the "Trustee"), as Trustee and mortgagee. The aggregate principal amount of Certificates of Participation (collectively, the "2008A Certificates") that have been executed and delivered pursuant to the 2008A Indenture is $260,000,000 consisting of three series as follows: Series 2008A1 in the aggregate principal amount of $92,860,000; Series 2008A2 in the aggregate principal amount of $78,600,000; and Series 2008A3 in the aggregate principal amount of $88,540,000.

All terms capitalized but not defined herein shall have the meanings given to them in the 2008A Indenture and the 2008A Lease.

Under the 2008A Lease, certain Leased Property described therein (the "Leased Property") has been leased by the Corporation to the City and the City has agreed to pay directly to the Trustee Base Rentals in consideration of the City's right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the 2008A Indenture to be distributed by the Trustee for the payment of the 2008A Certificates and interest thereon. A portion of the Variable Interest Portion of Base Rentals is payable to certain Counterparties with respect to certain related Swap Agreements. The 2008A Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City. The Corporation has assigned its right to receive Revenues under the 2008A Lease to the Trustee pursuant to the 2008A Indenture. Under the 2008A Indenture, the Corporation has also granted to the Trustee, for the benefit of the Owners of the Certificates, a mortgage and security interest in the Leased Property.

This 2008A__ Certificate has been executed and delivered pursuant to the terms of the 2008A Indenture. Reference is hereby made to the 2008A Lease and the 2008A Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the 2008A Certificates are delivered, and the rights thereunder of the Owners of the 2008A Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the 2008A Lease, to all of the provisions of which 2008A Lease and 2008A Indenture the Owner of this 2008A__ Certificate, by acceptance hereof, assents and agrees. Certain Liquidity Facilities may be applicable only to a particular series of Series 2008A Certificates.

Additional Certificates may be executed and delivered pursuant to the 2008A Indenture, without consent of or notice to the owners of the 2008A Certificates or the 2008A Banks and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the 2008A Certificates, are referred to herein as the "Certificates." Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals without preference, priority or distinction of any Certificates, including the 2008A Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the 2008A Indenture, the provisions of the 2008A Indenture may be amended by the Corporation and the Trustee, with the written consent of the City, and with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without consent or notice to such Owners under certain circumstances described in the 2008A Indenture but in no event such that the interests of the Owners of the Certificates are adversely affected, provided that no such

amendment is to impair the right of any Owner to receive in any case such Owner's proportionate share of any payment of Revenues in accordance with the terms of such Owner's Certificate. Any amendment adversely affecting the rights of any providers of any Liquidity Facilities or any Counterparties is required to be approved in writing by the applicable providers of any Liquidity Facilities or the applicable Counterparties.

THE OWNER OF THIS 2008A__ CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE 2008A LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE DETERMINED AS PROVIDED IN THE APPENDIX HERETO. THIS 2008A_ CERTIFICATE IS SUBJECT TO REDEMPTION AND TO TENDER FOR PURCHASE, AS SET FORTH ON THE APPENDIX HERETO. Interest on the 2008A Certificates is payable on each "Interest Payment Date" as set forth on the Appendix hereto, commencing on the first Business Day of November 2008, except that 2008A Certificates that are reissued upon transfer, exchange or other replacement are to bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the 2008A Certificates. The 2008A Certificates bear interest as provided herein and in the 2008A Indenture from, and including, the date of Closing to, but excluding, the date on which the 2008A Certificates mature computed on the basis of (a) a 365 or 366-day year, as appropriate, and actual days elapsed during any Daily Rate Period, any Commercial Paper Rate Period or any Weekly Rate Period, and (b) a 360-day year of twelve 30-day months during any Term Rate Period (as further described in the Appendix hereto and in the 2008A Indenture).

THIS 2008A__ CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE CORPORATION PURSUANT TO THE 2008A LEASE AND OTHER REVENUES AS DEFINED IN THE 2008A INDENTURE BUT ASSIGNED TO THE TRUSTEE. NEITHER THE 2008A LEASE, THIS 2008A__ CERTIFICATE, THE CERTIFICATES, INCLUDING THE 2008A CERTIFICATES, OR THE OBLIGATION OF THE CITY TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL, HOME RULE CHARTER OR STATUTORY DEBT LIMITATION. NEITHER THE 2008A LEASE, NOR THE CERTIFICATES, INCLUDING THE 2008A CERTIFICATES, HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR.

THE CERTIFICATES CONSTITUTE PROPORTIONATE INTERESTS IN THE ASSIGNMENT BY THE CORPORATION TO THE TRUSTEE OF THE CORPORATION'S RIGHT TO RECEIVE THE BASE RENTALS UNDER THE 2008A LEASE AND OTHER REVENUES. NONE OF THE 2008A INDENTURE, THIS 2008A__ CERTIFICATE, ANY SWAP AGREEMENTS, ANY LIQUIDITY FACILITIES OR ANY REMARKETING AGREEMENTS CONSTITUTE A GENERAL CORPORATE OBLIGATION OR PECUNIARY LIABILITY OF THE CORPORATION, AND THE CORPORATION HAS NO OBLIGATION WITH RESPECT TO THIS 2008A__ CERTIFICATE, ANY SWAP AGREEMENTS, ANY LIQUIDITY FACILITIES OR ANY REMARKETING AGREEMENTS EXCEPT TO THE

EXTENT OF ITS ASSIGNMENT OF THE TRUST ESTATE TO THE TRUSTEE PURSUANT TO THE 2008A ASSIGNMENT AND THE 2008A INDENTURE.

This 2008A__ Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 2008A Lease or the 2008A Indenture, until executed by the Trustee.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS 2008A__ CERTIFICATE SET FORTH ON THE APPENDIX HERETO, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN FULL HERE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State and the 2008A Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this 2008A__ Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this 2008A__ Certificate has been executed with the manual signature of an Authorized Representative of the Trustee all as of October 1, 2008.

Execution Date: _____ __, ____

ZIONS FIRST NATIONAL BANK,
as Trustee

By:_____
Authorized Representative

(Text of Appendix or Reverse)

As long as Cede & Co., as the nominee for The Depository Trust Company, New York, New York ("DTC") is the Owner hereof, the Principal Amount or redemption price hereof and interest hereon are payable by wire transfer as directed by DTC in writing to the Trustee. If not executed and delivered in book-entry form, the Principal Amount or redemption price hereof and interest hereon payable by check or draft mailed to the Owner at its address last appearing on the registration books maintained by the Trustee or, in the case of Owners of $1,000,000 or more in aggregate principal amount of the 2008A Certificates, by wire transfer of funds to a bank account designated by the Owner in written instructions furnished to the Trustee.

Interest hereon is payable to the Owner, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the Business Day next preceding an Interest Payment Date or on a "special record date" established in accordance with the 2008A Indenture. The Trustee may treat the Owner of this 2008A__ Certificate appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Amount or redemption price hereof and interest hereon are payable in lawful money of the United States of America.

This 2008A__ Certificate is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, on the registration books kept at the corporate trust office of the Trustee. Upon such transfer, a new fully registered 2008A__ Certificate of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange for this 2008A__ Certificate, all upon payment of the charges and subject to the terms and conditions set forth in the 2008A Indenture. The Trustee may deem and treat the person in whose name this 2008A__ Certificate is registered as the absolute owner hereof, whether or not this 2008A__ Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Interest on 2008A Certificates.

Interest Generally. Each series of 2008A Certificates is to bear interest in any of the following Rate Modes: Daily Rate Mode, Weekly Rate Mode, Commercial Paper Rate Mode and Term Rate Mode. At any time and from time to time, each series of 2008A Certificates may be in a Rate Mode that is different than the Rate Mode of the other series of 2008A Certificates. No single series of the 2008A Certificates may bear interest in any more than one Rate Mode at a time. In no event may the interest rates on any series of 2008A Certificates exceed the Maximum Rate of 12% per annum, unless any 2008A Certificates are Bank 2008A Certificates. The 2008A Certificates initially bear interest at a Daily Rate for a Daily Rate Period commencing on the date of Closing. The 2008A Certificates continue to bear interest at a Daily Rate determined as provided below unless and until converted to a different Rate Mode.

Interest Payment Dates. Interest is payable (a) during any Daily Rate Period or any Weekly Rate Period, the first Business Day of each month for interest accruing through the immediately preceding calendar day, (b) during any Commercial Paper Rate Period, the Business Day following each Rate Period, and if applicable, the maturity thereof, (c) each Conversion Date, (d) during any

Term Rate Period, each June 1 and December 1 and (e) any Business Day on which interest on Bank 2008A Certificates may be due under any Liquidity Facility. If any such date is not a Business Day, the Interest Payment Date is to be the succeeding Business Day. The first Interest Payment Date is the first Business Day of November 2008. Each such date on which interest is payable on the Series 2008A Certificates is referred to as an "Interest Payment Date."

Daily Rate. The Daily Rate for each Daily Rate Period is to be effective from and including the commencement date thereof and remain in effect to, but not including, the next succeeding Business Day. The Remarketing Agent is to determine such Daily Rate by 10:00 a.m., New York City time, on the Business Day of the Daily Rate Period to which it relates. Daily Rate Periods commence on the date of the Closing and any Conversion Date to a Daily Rate, which is required to be a Business Day, and thereafter on each Business Day until the type of rate period of the 2008A Certificates is converted to another type of rate period, and extends to, but does not include, the next succeeding Business Day. The Interest Rate for each 2008A__ Certificate in a Daily Rate Mode to take effect on each Business Day is to be determined by the Remarketing Agent to be the rate of interest that, if borne by such 2008A__ Certificate for its Daily Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as such 2008A__ Certificate and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A__ Certificates, would be the lowest interest rate that would enable the 2008A__ Certificates to be sold on the first day of the applicable Daily Rate Period with respect to the 2008A__ Certificates at a price of par, plus accrued interest, if any.

The Remarketing Agent is to notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means of the interest rate borne by the 2008A Certificates in the Daily Rate Mode on each Business Day as soon as practicable after the determination.

If the Remarketing Agent fails for any reason to determine the interest rate for any Daily Rate Period, the interest rate then in effect for such 2008A__ Certificates remains in effect from day to day until the Trustee is notified of a new Daily Rate determined by the Remarketing Agent.

Commercial Paper Rate. The 2008A__ Certificates in a Commercial Paper Rate Mode (other than a Bank 2008A Certificate) is to bear interest at the Commercial Paper Rate. The Commercial Paper Rate Period for and Commercial Paper Rate on the 2008A__ Certificates in a Commercial Paper Rate Mode is to be determined by the Remarketing Agent on or before 12:30 p.m., New York City time, on the first day of each Commercial Paper Rate Period with respect to the 2008A__ Certificates; provided, however, that if such Remarketing Agent fails to specify the next succeeding Commercial Paper Rate Period for such a 2008A Certificate, such Commercial Paper Rate Period for that 2008A__ Certificate is required to be one (1) business day. The interest rate for each 2008A__ Certificate in a Commercial Paper Rate Mode to take effect on such day is to be determined by the Remarketing Agent to be the rate of interest that, if borne by such 2008A_ Certificate for its Commercial Paper Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as such 2008A__ Certificate and which are

comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A__ Certificates, would be the lowest interest rate that would enable the 2008A__ Certificates to be sold on the first day of the applicable Commercial Paper Rate Period with respect to the 2008A__ Certificates at a price of par, plus accrued interest, if any.

Each 2008A__ Certificate in a Commercial Paper Rate Mode (other than a Bank 2008A Certificate) is to bear interest during a particular Commercial Paper Rate Period at a rate per annum equal to the interest rate determined above. The Remarketing Agent is to notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means of the term or terms of and the interest rate or rates borne by the 2008A__ Certificates in the Commercial Paper Rate Mode on the first day of each Commercial Paper Rate Period.

If for any reason (a) the Commercial Paper Rate for a Commercial Paper Rate Period is not established as aforesaid, (b) no Remarketing Agent is serving in respect of the 2008A__ Certificates or (c) pursuant to the Remarketing Agreement the Remarketing Agent is not then required to establish a Commercial Paper Rate, then the Commercial Paper Rate for such Commercial Paper Rate Period shall be the Municipal Swap Index on the date such Commercial Paper Rate was to have been determined by the Remarketing Agent. If for any reason the Commercial Paper Rate for a Commercial Paper Rate Period cannot be determined by reference to the Municipal Swap Index, then the Commercial Paper Rate to be borne by the 2008A__ Certificates is required to be the Rate in effect on the day preceding the first day of such Commercial Paper Rate Period.

Weekly Rates and Weekly Rate Periods. Weekly Rate Periods commence on a Wednesday and end on Tuesday of the following week, and each Weekly Rate Period is to be followed by another Weekly Rate Period unless and until this 2008A__ Certificate is converted to a different Rate Mode. The Weekly Rate is to be determined by the Remarketing Agent for this 2008A Certificate to be the rate of interest that, if borne by the 2008A__ Certificates for such Weekly Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A__ Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A__ Certificates, would be the lowest interest rate that would enable the 2008A__ Certificates to be sold on the first day of the applicable Weekly Rate Period at a price of par, plus accrued interest, if any.

On the Business Day on which the Weekly Rate is set, the Remarketing Agent is to notify the Trustee, the related 2008A Bank and the Manager of Finance by telephone (confirmed in writing) or by electronic means (confirmed in writing) of the interest rate borne by the 2008A Certificates in the related Weekly Rate Period.

The Remarketing Agent is to determine a Weekly Rate for each Weekly Rate Period applicable to the 2008A__ Certificates by 4:00 p.m., New York City time, on the Business Day preceding the first day of such Weekly Rate Period. If for any reason (a) the Weekly Rate for a Weekly Rate Period is not established as aforesaid, (b) no Remarketing Agent is serving in respect of the 2008A__ Certificates or (c) pursuant to the Remarketing Agreement the Remarketing Agent

is not then required to establish a Weekly Rate, then the Weekly Rate for such Weekly Rate Period is required to be the rate per annum expressed as a decimal, equal to the Municipal Swap Index on the date such Weekly Rate was to have been determined by the Remarketing Agent. If for any reason the Weekly Rate applicable to the 2008A__ Certificates for a Weekly Rate Period cannot be determined by reference to the Municipal Swap Index, then the Rate to be borne by the 2008A Certificates is required to be the Rate for the 2008A__Certificates in effect on the day preceding the first day of such Weekly Rate Period.

Term Rate. The 2008A__ Certificates in a Term Rate Mode (other than a Bank 2008A Certificate) is to bear interest at the Term Rate. No less than fifteen (15) Business Days prior to the end of each Term Rate Period for the 2008A Certificates, the Manager of Finance is to deliver to the Trustee and the Remarketing Agent written notice of the Manager of Finance's determination of the next succeeding Term Rate Period, which Term Rate Period is required to end on a Business Day and may not necessarily be the maturity date of the 2008A Certificates; provided, however, that if the Manager of Finance fails to specify the next succeeding Term Rate Period, such Term Rate Period shall be the shorter of (a) the same period as the immediately preceding Term Rate Period, or (b) the period remaining to and including the final maturity date of the 2008A__ Certificates.

The Term Rate applicable to the 2008A__ Certificates is to be the interest rate determined by the Remarketing Agent not later than a date ten (10) Business Days prior to the Conversion Date or the next Reset Date for the 2008A__ Certificates. The interest rate applicable to the 2008A Certificates in the Term Rate Mode is to be the lowest rate which, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for lease certificates of participation, bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A__ Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A Certificates, would be the lowest interest rate that would enable the 2008A__ Certificates to be sold on the Conversion Date or the Reset Date at a price of par, plus accrued interest, if any. If the Remarketing Agent is unable to remarket all of the 2008A__ Certificates in the Term Rate Mode at the interest rate determined by the Remarketing Agent pursuant to the preceding sentence, the Remarketing Agent may at any time prior to the Conversion Date or the Reset Date increase the interest rate to that rate of interest which is the lowest rate which, in the judgment of the Remarketing Agent having due regard for the prevailing financial market conditions for lease certificates of participation or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the 2008A Certificates and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the 2008A__ Certificates, would be the lowest interest rate that would enable the 2008A Certificates to be sold on the Conversion Date or the Reset Date at a price of par, plus accrued interest, if any. No more than five (5) Business Days prior to the Conversion Date or the Reset Date with respect to the 2008A__ Certificates, the Remarketing Agent is to notify by telephone (confirmed in writing) or by electronic means to the Trustee, the Manager of Finance and each Registered Owner of the 2008A Certificates of any such adjustment in the interest rate. The Remarketing Agent may not increase the interest rate later than two (2) Business Days prior to the Conversion Date or the Reset Date applicable to the 2008A Certificates and written notice of the increased interest rate shall be given by the Remarketing Agent concurrently to the Trustee, the applicable Liquidity Facility provider and the Manager of Finance.

The interest rate on the 2008A__ Certificates in the Term Rate Mode will not be reset on any Reset Date unless at least five (5) Business Days prior to such Reset Date and again on such Reset Date, the Trustee, the Manager of Finance and the Remarketing Agent receive Approval of Special Counsel; provided, however, that such Approval of Special Counsel is not required if the duration of the new Term Rate Period is the same as the previous Term Rate Period.

If for any reason, the interest rate for a 2008A__ Certificate in the Term Rate Mode is not or cannot be determined by the Remarketing Agent in the manner specified above, the interest rate on such 2008A__ Certificate will be equal to the SIFMA Index on lease certificates of participation or bonds with the same long term ratings and maturity as such 2008A__ Certificate minus ten (10) basis points for the most recent period for which such information is available on the date the interest rate is to be determined or if such index or its equivalent is no longer published, the interest rate currently in effect on the 2008A__ Certificate in the Term Rate Mode.

Conversion of Rate Modes. By notifying the Trustee, the Manager of Finance may elect to convert the 2008A__ Certificates from one Rate Mode to another provided that (A) on the Conversion Date no Event of Indenture Default under the 2008A Indenture has occurred and is continuing; (B) on or prior to 10:00 a.m., New York City time, on the day a Conversion Notice is delivered, the Trustee and the Manager of Finance shall receive a letter from Special Counsel stating that, based on the then current law, such Special Counsel knows of no reason why the Approval of Special Counsel required by clause (C) below could not be rendered on the Conversion Date; (C) on or prior to 10:00 a.m., New York City time, on the Conversion Date, the related Remarketing Agent, the Trustee and the Manager of Finance, have received an Approval of Special Counsel with respect to such proposed Conversion; (D) the Conversion Date of any 2008A Certificate in the Term Rate Mode to be converted to any other Rate Mode is a date on which such 2008A Certificate could be redeemed pursuant to Optional Redemption; (E) if the 2008A Certificates are to be converted to the Daily Rate Mode, the Commercial Paper Rate Mode, the Weekly Rate Mode or the Term Rate Mode, on or prior to the Conversion Date a Liquidity Facility has been obtained that will take effect on or prior to the Conversion Date accompanied by an opinion of counsel to the provider of such Liquidity Facility to the effect that such Liquidity Facility constitutes a legal, valid and binding obligation of the provider of Liquidity Facility enforceable in accordance with its terms, subject only to bankruptcy, insolvency, moratorium and other laws affecting creditors' rights insofar as the same may be applicable in the event of a bankruptcy, insolvency, moratorium or other similar; proceeding with respect to the provider of the Liquidity Facility and to equitable principles; and (F) the 2008A__ Certificates of any series that are in excess of the Authorized Denominations for the new Rate Mode have been redeemed.

Additional Provisions Regarding Conversion to the Term Rate Mode. No 2008A__ Certificates may be converted to the Term Rate Mode unless: (A) the Conversion Date is (I) at least fifteen (15) days after receipt by the Trustee of the Conversion Notice (or such shorter period as may be agreed to by the Trustee and the Depository) and (II) at least three (3) days after the Trustee has mailed the notice required under the 2008A Indenture; and (B) at least three (3) days prior to the proposed Conversion Date, the Trustee has received a certificate of an Authorized Representative of the Corporation stating that, with the written approval of the Manager of Finance, a written agreement has been entered into by the Corporation and a firm or firms of investment bankers providing for the purchase as underwriters and resale to the public of the 2008A__ Certificates to be converted on the Conversion Date at a price equal to the principal

amount thereof (or such other price as may be determined if the sale of the 2008A__Certificates at such other price would not prevent the Approval of Special Counsel required by the 2008A Indenture from being delivered upon such sale) which written agreement (i) may be subject to reasonable terms and conditions which, in the judgment of the Manager of Finance, reflect current, market standards and (ii) must include a provision requiring payment of the Purchase Price for the 2008A__ Certificates to be converted to be made in immediately available funds.

If on the Conversion Date for the 2008A__ Certificates, a remarketing has been arranged for less than all of any series of the 2008A__ Certificates to have been converted to the Term Rate Mode, the 2008A__ Certificates are to continue in the Rate Mode in effect prior to the Conversion Date.

Written Notice of Rate Change. The Trustee is required to give notice by first class mail or electronic means of the conversion from one Rate Mode to another to the owners of the 2008A__ Certificates pursuant to the terms of the 2008A Indenture.

Tender and Purchase of 2008A_ Certificates

2008A_ Certificates Liquidity Facility. Pursuant to the 2008A Indenture, the Trustee is required to maintain a Liquidity Facility to secure the payment of the Purchase Price of the 2008A_ Certificates that are tendered as described herein and in the 2008A Indenture. The initial Liquidity Facility is a Standby Certificate Purchase Agreement that has been entered into among the Corporation, the Trustee and JPMorgan Chase Bank, N.A. (the "initial Liquidity Bank").

The initial Liquidity Facility in respect of the 2008A_ Certificates provides a commitment to purchase, on the terms and conditions set forth in such initial Liquidity Facility, the 2008A1 Certificates bearing interest at a Daily Rate and a Weekly Rate which may be tendered ("Tendered Certificates") pursuant to an optional tender or a mandatory tender.

The maximum amount available to be applied to purchase the 2008A_ Certificates, if any, under the initial Liquidity Facility is equal to the unpaid principal amount of the 2008A_ Certificates plus up to 34 days' interest thereon (assuming a maximum interest rate of 12% per annum); based on the aggregate principal amount of the 2008A_ Certificates outstanding, subject to reduction for any purchase of the 2008A_ Certificates by the initial Liquidity Bank or any redemption or repayment of the 2008A_ Certificates, and subject to reinstatement in the amount of the principal or any Bank 2008A Certificate which have been or are deemed to have been remarketed.

The conversion of the 2008A_ Certificate to a Commercial Paper Rate or a Term Rate under the initial Liquidity Facility requires the amendment or replacement of the initial Liquidity Facility to increase the number of days' interest coverage on the 2008A_ Certificate in respect of such conversion.

The term of the initial Liquidity Facility is until the later of the following: (a) the last day of the Tender Bank Purchase Period, being the period from the date of execution and delivery of the initial Liquidity Facility, to and including the earliest of (i) _____ _____, 20___ or the last day of any extension of such date pursuant to such initial Liquidity Facility, or, if such last day is not a Business Day, the Business Day next preceding such day (the "Expiration Date") then in

effect, (ii) the date of the acceptance by the Trustee of a Substitute Liquidity Facility, (iii) the date on which the sum of the Available Principal Commitment and the Available Interest Commitment (both as defined in the initial Liquidity Facility) has been reduced to zero by reason of a redemption, repayment or other payment of all of the principal amount of the 2008A_ Certificates so that the 2008A_ Certificates cease to be outstanding, or (iv) the date on which the initial Liquidity Bank is no longer required to purchase Tendered Certificates due to an Event of Default; or (b) the payment in full of the principal of and interest on all of the 2008A_ Certificates purchased by the initial Liquidity Bank under such initial Liquidity Facility and all other amounts owing to the initial Liquidity Bank thereunder; provided, however, that such initial Liquidity Facility will be terminated notwithstanding the foregoing if all of the 2008A Certificates and all other amounts owing to initial Liquidity Bank under the initial Liquidity Facility have been paid in full and the initial Liquidity Bank's agreement to purchase 2008A Certificates thereunder has terminated.

Optional Tender of Book Entry Certificates. For so long as a 2008A_ Certificate bears interest in a Weekly Rate Mode or a Daily Rate Mode and such 2008A Certificate is a Book Entry Certificate, a DTC Participant, acting on behalf of a Beneficial Owner, has the right to tender all or any portion, in an Authorized Denomination, of the principal amount of such Beneficial Owner's interest in such 2008A_ Certificate for purchase on any Optional Tender Date, by the giving or delivery to the Remarketing Agent and the Trustee at their respective principal offices, not later than 3:00 p.m., New York City time, on the seventh calendar day prior to the Optional Tender Date in the case of a 2008A Certificate bearing interest in a Weekly Rate Mode and not later than 11:00 a.m., New York City time, on the Optional Tender Date in the case of a 2008A_ Certificate bearing interest in a Daily Rate Mode, of a Tender Notice which states (a) the aggregate principal amount in an Authorized Denomination of each 2008A_ Certificate or portion thereof to be purchased and (b) that such principal amount of 2008A_ Certificate (in an Authorized Denomination) shall be purchased on such Optional Tender Date pursuant to the 2008A Indenture.

Any Tender Notice given or delivered as aforesaid is irrevocable and is binding on the DTC Participant, the Beneficial Owner on whose behalf such notice was given and any transferee of such Beneficial Owner and the principal amount of the 2008A_ Certificates for which a Tender Notice has been given or delivered is deemed tendered on the Optional Tender Date without presentation or surrender of the 2008A_ Certificates to the Trustee. If there shall be on deposit with the Trustee on the Optional Tender Date an amount sufficient to pay the Purchase Price of the aggregate principal amount of 2008A_ Certificates to be tendered on such Optional Tender Date pursuant to a Tender Notice given as described above, ownership of such aggregate principal amount of 2008A_ Certificates is to be recorded in the records of the Depository as transferred to the Remarketing Agent.

Optional Tender of Other 2008A Certificates. For so long as a 2008A_ Certificate bears interest in a Weekly Rate Mode or a Daily Rate Mode and such 2008A_ Certificate is not a Book Entry Certificate, the Registered Owners of such 2008A_ Certificates have the right to tender any such 2008A_ Certificates (or portion thereof in an Authorized Denomination) to the Trustee for purchase on any Optional Tender Date, but only upon: (a) giving or delivery to the Remarketing Agent and the Trustee at their respective principal offices, not later than 3:00 p.m., New York City time, on the seventh calendar day prior to the Optional Tender Date in the case of a 2008A_ Certificate bearing interest in the Weekly Rate Mode and not later than 11:00 a.m., New York City time, on the Optional Tender Date in the case of a 2008A_ Certificate bearing interest in the Daily

Rate Mode, of an irrevocable Tender Notice by telephone and electronic means the same day which Tender Notice states (1) the aggregate principal amount in an Authorized Denomination of each 2008A_ Certificate to be purchased and (2) that such 2008A_ Certificate (or portion thereof in an Authorized Denomination) shall be purchased on such Optional Tender Date pursuant to the 2008A Indenture; and (b) delivery of such 2008A_ Certificate (with an appropriate instrument of transfer duly executed in blank) to the Trustee at its principal office at or prior to 1:00 p.m., New York City time, on such Optional Tender Date; provided, however, that no 2008A_ Certificate (or portion thereof in an Authorized Denomination) shall be purchased unless the 2008A_ Certificate so delivered to the Trustee conforms in all respects to the description thereof in the aforesaid notice.

Any Tender Notice given or delivered as described above is irrevocable and is binding on the Registered Owner giving or delivering such Tender Notice and on any transferee of such Registered Owner.

Mandatory Tenders. The 2008A_ Certificates are subject to mandatory tender and purchase at the Purchase Price on the following dates (each a "Mandatory Tender Date"): (a) on each Conversion Date; (b) on each Reset Date for a 2008A_ Certificate in a Commercial Paper Rate Mode or Term Rate Mode; (c) on a date that is not less than three (3) Business Days prior to the expiration date of any Liquidity Facility (or if such day is not a Business Day, on the immediately preceding Business Day), unless such Liquidity Facility has been extended or renewed at least twenty (20) days prior to such expiration date; (d) on the effective date of a Substitute Liquidity Facility delivered with respect to such 2008A_ Certificate; and (e) on the Business Day that is not less than three (3) Business Days prior to the termination date of the then current Liquidity Facility which termination date is specified in a notice from the Liquidity Facility provider to the Trustee of the occurrence of a Liquidity Facility Default under a Liquidity Facility.

Purchase of Tendered Certificates. On each Tender Date the Tendered Certificate will be purchased at the applicable Purchase Price, which will be paid by 3:00 p.m., New York City time, on the Tender Date.

If a Registered Owner fails to deliver to the Trustee, on or before the applicable Tender Date, all or any portion of a 2008A_ Certificate subject to mandatory tender for purchase or any 2008A_ Certificate, other than a Book Entry Certificate, for which an election to tender has been duly made, such 2008A_ Certificate (or portion thereof in an Authorized Denomination) will be deemed to have been properly tendered to the Trustee. To the extent that there is deposited with the Trustee on the purchase date thereof an amount sufficient to pay the Purchase Price of the Tendered Certificates, such Tendered Certificates will cease to constitute or represent a right to payment of principal or interest thereon and will constitute and represent only the right to the payment of the Purchase Price payable on such date. The foregoing does not limit the right of any person who on a Record Date is the Registered Owner of a 2008A_ Certificate to receipt of interest, if any, due thereon on the date such 2008A_ Certificate is required to be purchased.

Redemption Provisions

Optional Redemption. If the City exercises its rights to purchase the Leased Property as provided in the 2008A Lease or otherwise prepay Base Rentals under the 2008A Lease with the

Approval of Special Counsel and the amount of such prepayment has been deposited to the Prepayments Subaccount on or before the Optional Redemption Date for the 2008A_ Certificates, the 2008A_ Certificates are subject to redemption prior to maturity, in whole or in part, in integral multiples of $5,000 on any applicable Optional Redemption Date, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Optional Redemption Date. An "Optional Redemption Date" is defined in the 2008A Indenture to mean the date of redemption in respect of any series of 2008A Certificates upon the Prepayment of Base Rentals or the payment of the Purchase Option Price under the 2008A Lease, as follows: (a) for any series of 2008A Certificates in a Daily Rate Mode or a Weekly Rate Mode, any Business Day, (b) for any series of 2008A Certificates in a Commercial Paper Rate Mode, the last day of a Commercial Paper Rate Period, and (c) for any series of 2008A Certificates bearing interest at a Term Rate in excess of nine years, the following schedule for the first Optional Redemption Date, if any, with the remaining Optional Redemption Dates being any date thereafter, provided, however, that the Trustee, at the written direction of the Manager of Finance, and with the Approval of Special Counsel, may substitute another schedule effective on any Conversion Date of any series of 2008A Certificates to a Term Rate or to a Term Rate Period of a different duration:

Length of Term Rate Period	Commencement of Redemption Period
More than 15 years	10th anniversary of commencement of Term Rate Period
More than 12, but not more than 15 years	8th anniversary of commencement of Term Rate Period
More than 9, but not more than 12 years	6th anniversary of commencement of Term Rate Period
9 years or less	Not subject to Optional Redemption until commencement of next Rate Period

Such Optional Redemption is to be made from moneys deposited therefor in the Prepayments Subaccount of the 2008A Base Rentals Account of the Base Rentals Fund and, if 2008A_ Certificates are to be redeemed in part, the schedule of Maximum Base Rentals due under the 2008A Lease is to be recalculated by the Trustee with the written agreement of the Manager of Finance.

If part, but not all, of the 2008A_ Certificates are called for Optional Redemption, (1) Bank 2008A Certificates with the series of 2008A_ Certificates are to be redeemed before any other Certificates are redeemed and (2) the 2008A_ Certificates to be redeemed are to be selected by the Trustee on a reasonably proportionate basis from the remaining maturity dates, including Mandatory Sinking Fund Redemption Dates, determined and effectuated as nearly as practicable by the Trustee by multiplying the total principal amount of the 2008A_ Certificates to be redeemed pursuant to such Optional Redemption by the ratio which the principal amount of all of the 2008A_

Certificates maturing or required to be redeemed on each remaining maturity date, including Mandatory Sinking Fund Redemption Dates, bears to the principal amount of all of the 2008A_ Certificates outstanding before such Optional Redemption. 2008A_ Certificates within each maturity date are to be selected for redemption by the Trustee by lot.

Mandatory Sinking Fund Redemption. All series of the 2008A Certificates are subject to Mandatory Sinking Fund Redemption prior to maturity, in part, by lot (except that if such series includes any Bank 2008A Certificates, Bank 2008A Certificates are required to be redeemed pursuant to Mandatory Sinking Fund Redemption prior to all other 2008A Certificates of the applicable series), at 100% of the principal amount thereof plus interest accrued to the redemption date, on the following dates and in the following amounts:

Mandatory Sinking Fund Redemption Date (December 1)	Series 2008A1 Principal Amount	Series 2008A2 Principal Amount	Series 2008A3 Principal Amount
2009	$360,000	$385,000	
2010	1,020,000	925,000	
2011	1,685,000	1,480,000	
2012	2,420,000	2,085,000	$200,000
2013	3,225,000	2,740,000	200,000
2014	3,680,000	3,120,000	200,000
2015	4,125,000	3,480,000	200,000
2016	4,265,000	3,605,000	320,000
2017	4,430,000	3,735,000	530,000
2018	4,580,000	3,875,000	780,000
2019	4,760,000	4,015,000	1,030,000
2020	4,935,000	4,160,000	1,315,000
2021	5,115,000	4,315,000	1,625,000
2022	5,305,000	4,470,000	1,960,000
2023	5,495,000	4,635,000	2,330,000
2024	5,705,000	4,800,000	2,720,000
2025	5,910,000	4,975,000	3,150,000
2026	6,120,000	5,160,000	3,620,000
2027	6,340,000	5,350,000	3,860,000
2028	6,580,000	5,540,000	4,130,000
2029*	6,805,000	5,750,000	4,615,000
2030			17,755,000
2031*			38,000,000

* December 1, 2029 is maturity date for Series 2008A1 Certificates and 2008A2 Certificates; December 1, 2031 is maturity date for Series 2008A3 Certificates.

If, not less than sixty (60) days prior to any Mandatory Sinking Fund Redemption Date, the City has delivered to the Trustee for cancellation of any Certificates owned by it and subject to Mandatory Sinking Fund Redemption on such Mandatory Sinking Fund Redemption Date, the Trustee is required to credit against such Mandatory Sinking Fund Redemption obligation 100%

of the principal amount of the Certificates so delivered and is to correspondingly reduce (a) the principal portion of the Base Rentals payment next due from the City under the 2008A Lease and (b) the principal amount of outstanding 2008A Certificates to be called for redemption on such Mandatory Sinking Fund Redemption Date.

Extraordinary Mandatory Redemption. If the 2008A Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or the Trustee, with the written consent of the City, fails to repair or replace the Leased Property if: (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty; (2) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof, has been taken by eminent domain by any governmental body; (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent; or (4) title to or the use of all or any portion of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds (as defined in the 2008A Lease) of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, are insufficient to pay in full, the cost of repairing or replacing the Leased Property and the City does not appropriate sufficient funds for such purpose or cause the 2008A Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to the 2008A Indenture for such purpose, the Certificates, including the 2008A Certificates, are required to be called for redemption. If called for redemption, as described herein, the Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the 2008A Lease, otherwise received and other moneys then available under the 2008A Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee 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 the 2008A Indenture, without any further demand or notice, is to, exercise all or any combination of Lease Remedies as provided in the 2008A Lease, and the Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, such excess moneys shall be applied as provided by the 2008A Indenture then any remaining excess moneys are to be paid to the City as an overpayment of the Purchase Option Price in respect of the Leased Property. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as

reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. If the Certificates, including the 2008A Certificates, are redeemed for an amount less than the aggregate principal amount thereof plus interest accrued to the redemption date, such partial payment is deemed to constitute a redemption in full of the Certificates, and upon such a partial payment no Owner of such Certificates, including the 2008A Certificates, shall have any further claim for payment against the Corporation, the Trustee or the City.

Partial Redemption. If any Bank 2008A Certificates are outstanding at the time of any Optional Redemption or Mandatory Sinking Fund Redemption, Bank 2008A Certificates shall be redeemed prior to the selection of any other 2008A Certificates for such Optional Redemption or Mandatory Sinking Fund Redemption. In the event that a Certificate is in a denomination larger than the minimum Authorized Denomination, a portion of such Certificate may be redeemed, but only in a principal amount such that the unredeemed portion of such Certificate is equal to an Authorized Denomination. Upon surrender of any Certificate for redemption in part, the Trustee, in accordance with the 2008A Indenture, shall execute and deliver in exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered. For any Certificate in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such Certificate as representing a single Certificate in the minimum Authorized Denomination plus that number of Certificates that is obtained by dividing the remaining principal amount of such Certificate by the Authorized Denomination.

Notice of Redemption. Whenever 2008A Certificates are to be redeemed, the Trustee is required to, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for Extraordinary Mandatory Redemption notice which is required to be immediate), mail notice of redemption to all Owners of all 2008A Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid. Any notice of redemption is to (a) identify the Certificates to be redeemed; (b) specify the redemption date and the redemption price; (c) in the event of an Optional Redemption, state that the City has given notice of its intent to exercise its option to purchase or prepay Base Rentals under the 2008A Lease; (d) state that such redemption is subject to the deposit of the funds to such option by the City on or before the stated redemption date; and (e) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to 2008A Certificate Owners, provided that any such notice is required to state that no representation is made as to the correctness of such numbers either as printed on the 2008A Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the 2008A Indenture.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) should be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.	NOTICE: The Assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular without alteration or any change whatever.

(End Form of 2008A Certificate)

EXHIBIT C
PERMITTED INVESTMENTS

"Permitted Investments," subject to any restrictions set forth in Section 5.2 of this 2008A Indenture, means the investments described as follows:

(1) Any of the following securities if the period from the date of purchase of such security to its maturity date is five years or less:

a. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America;

b. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(i) U.S. Export-Import Bank (Direct obligations or fully guaranteed certificates of beneficial ownership);

(ii) Farmers Home Administration (FmHA);

(iii) Federal Financial Bank;

(iv) Federal Housing Administration Debentures (FHA);

(v) General Services Administration;

(vi) Government National Mortgage Association (GNMA) - guaranteed mortgage-backed bonds and guaranteed passthrough obligations;

(vii) U.S. Maritime Administration - guaranteed Title XI financing; and

(viii) U.S. Department of Housing and Urban Development (HUD) - project notes, local authority bonds, new communities debentures and U.S. Public Housing Notes and Bonds;

c. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. Government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(i) Federal Home Bank System - senior debt obligations;

(ii) Federal Home Loan Mortgage Corporation (FHLMC) - senior debt obligations;

(iii) Federal National Mortgage Association (FNMA) - senior debt obligations;

(iv) Student Loan Marketing Association (SLMA) - senior debt obligations;

(v) Resolution Funding Corp. (only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form) (REFCORP); and

(vi) Farm Credit System;

d. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, which invest only in securities of the type described in clause (1)a., b. or c. hereof or in repurchase agreements collateralized by such securities and having a rating by Standard & Poor's of "AAAm-G," "AAAm," or "AAm" and by Moody's of "Aaa," "Aal" or "Aa2";

e. Certificates of deposit secured at all times by collateral described in (1)a. and/or (1)b. above. Such certificates must have a one year or less maturity and be issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated "A-l+" or better by Standard & Poor's and "Prime-1" by Moody's. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral;

f. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC (Federal Deposit Insurance Corporation), including BIF (Bank Insurance Fund) and SAIF (Savings Association Insurance Fund);

g. Investment agreements with any commercial bank or trust company, bank holding company, insurance company or other financial institution which has a rating on its outstanding long-term unsecured debt by Standard & Poor's and Moody's at least as high as the rating on the 2008A Certificates rated by Standard & Poor's and Moody's or the equivalent of such rating by virtue of guarantees or insurance arrangements provided that such Investment Agreements are acceptable to the Trustee, on behalf of the Corporation, Standard & Poor's and Moody's and acknowledged by the City;

h. Commercial paper rated at the time of purchase "Prime-1" by Moody's and "A-1+" or better by Standard & Poor's;

i. Bonds or notes issued by any state or municipality which are rated by Moody's and Standard & Poor's in one of the two highest rating categories assigned by such agencies;

j. Federal funds or bankers acceptances with a maximum term of one year of any bank which have an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or A3 or better by Moody's and "A-1+" or better by Standard & Poor's;

k. Written repurchase agreements which provide for the transfer of securities from a dealer bank or securities firm to the Trustee, on behalf of the Corporation, and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee, on behalf of the Corporation, in exchange for the securities at a specified date, if all of the following conditions are met:

(i) Dealer banks or securities firms must be rated "A" or better by Standard and Poor's and "A" or better by Moody's;

(ii) Securities identified in clauses (1)a. through (1)c. above are acceptable for transfer;

(iii) Collateral must be delivered to the Trustee, on behalf of the Corporation, or third party acting as an agent for the Trustee before/simultaneous with payment and the Trustee must have a perfected first priority security interest in the collateral; the collateral must be free of third party liens and, in the case of SIPC brokers, not acquired pursuant to another repurchase agreement or reverse repurchase agreement; failure to maintain the requisite collateral percentage, after a two (2) day restoration period, will require the Trustee to liquidate collateral;

(iv) Valuation of collateral must be valued weekly, marked to market at the current market price plus accrued interest;

(v) The value of collateral must be equal to 104% of the amount of cash transferred by the Trustee, on behalf of the Corporation, to the dealer bank or security firm under the repurchase agreement plus accrued interest. If the value of securities held as collateral declines to less than 104% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred; if the securities used are FNMA or FHLMC, then the value of collateral must be 105%;

(vi) With respect to repurchase agreements and the securities subject to such repurchase agreements as investments in the Base Rentals Reserve Fund, the City may waive the five-year maturity restriction set forth above; and

(vii) Receipt of a legal opinion that the repurchase agreement satisfies the applicable legal guidelines under state law;

1. Any interest in any local government investment pool organized pursuant to CRS 24-75-701 et seq. and having a rating by Standard & Poor's of "AAAm-G," "AAAm," or "AAm" and by Moody's of "Aaa," "Aal" or "Aa2";

m. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; if the issue is only rated by Standard & Poor's, the pre-refunded bonds must have been pre-refunded with cash, obligations described in (1)a. above or pre-refunded municipal bonds rated "AAA" by Standard & Poor's; and

(2) Investments made pursuant to this 2008A Indenture shall be made in conformance with the standard set forth in CRS §§15-1-304.