

EQUIPMENT USE AGREEMENT

District: Crystal Park Metropolitan District, a political subdivision or agency of the State of Colorado 810 Crystal Park Road, Manitou Springs, Colorado 80829
Association: Crystal Park Homeowners Association, a Colorado nonprofit corporation 913 South 8th Street, Colorado Springs, Colorado 80906
Equipment: One Model 143H Caterpillar Motor Grader, serial number 1AL00206.

The District has leased the equipment described above and had agreed to allow the Association the right to use the Equipment during the term of the District's lease agreement under the following terms and conditions:

Association agrees to comply with all of the terms and conditions imposed upon District as contained in the Governmental Lease-Purchase Agreement entered into between District and Caterpillar Financial Services Corporation, a copy of which is attached hereto, marked "Group Exhibit A" and made a part hereof.

Association further agrees to pay to District such sums as District has agreed to pay Caterpillar Financial Services Corporation pursuant to the Payment Schedule attached as Exhibit 2 as part of such Governmental Lease-Purchase Agreement.

Association hereby releases any claim now or hereafter existing against District on account of, and agrees to defend, indemnify and hold District harmless from all claims of Association and/or third parties, including without limitation, claims based upon strict liability in tort and for consequential damages, losses, demands, liabilities, suits and judgments and all costs or expenses incurred in connection therewith, including attorney fees and expenses, which may result from or arise out of the selection, purchase, delivery (including any delay in or failure of delivery), condition, use, operation, ownership, maintenance or repair of the Equipment prior to, during or subsequent to (until such Equipment is returned to District pursuant to this agreement) District's lease term as to the Equipment, or which may be attributable to any defect in the Equipment arising from the material used therein or from the design, manufacture or testing thereof, or from any use, maintenance or repair of the Equipment, regardless of when such defect shall be discovered, whether or not the Equipment is in the possession of Association and no matter where it is located. Association agrees to reimburse District for any cost or expense, including attorney fees which District incurs as a result of this Equipment Lease.

In the event that Association fails to comply with any of the terms of Group Exhibit A, District shall have such rights with respect to Association as Caterpillar Financial Services Corporation would have toward District in the event that District failed to comply with such terms.

"DISTRICT"

"ASSOCIATION"

CRYSTAL PARK METROPOLITAN DISTRICT

CRYSTAL PARK HOMEOWNERS ASSOCIATION

By: [Signature] ROBERT H. FRICK By: [Signature]

Title: CHAIRMAN
Date: SEPT. 4, 1998

Title: PRESIDENT
Date: Aug 5, 1998