

2013-0885-F

ESCROW AGREEMENT

between

CITY AND COUNTY OF DENVER, COLORADO

and

ZIONS FIRST NATIONAL BANK
as Escrow Agent

Dated as of October __, 2013

**in connection with the refunding
of certain maturities of:**

City and County of Denver, Colorado General Obligation Art Museum Bonds, Series 2002

**City and County of Denver, Colorado General Obligation Auditorium Theatre and Zoo
Bonds, Series 2003A**

**City and County of Denver, Colorado General Obligation Medical Facilities Bonds, Series
2003B**

**City and County of Denver, Colorado General Obligation Justice System Facilities and Zoo
Bonds, Series 2005**

**City and County of Denver, Colorado General Obligation Justice System Facilities Bonds,
Series 2006**

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") dated as of October __, 2013, is by and between the **CITY AND COUNTY OF DENVER, COLORADO**, a consolidated municipal/county government organized and validly existing under the laws of the State of Colorado (the "City"), and **ZIONS FIRST NATIONAL BANK**, a national banking association having trust powers, organized and existing under the laws of the United States of America and having its designated office in which its duties hereunder are to be performed in Denver, Colorado, as the escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City previously issued its \$52,500,000 City and County of Denver, Colorado General Obligation Art Museum Bonds, Series 2002 (the "Series 2002 Bonds") approximately \$17,635,000 of which remain outstanding; and

WHEREAS, the City previously issued its \$35,000,000 City and County of Denver, Colorado General Obligation Auditorium Theatre and Zoo Bonds, Series 2003A (the "Series 2003A Bonds") approximately \$3,970,000 of which remain outstanding; and

WHEREAS, the City previously issued its \$148,000,000 City and County of Denver, Colorado General Obligation Medical Facilities Bonds, Series 2003B (the "Series 2003B Bonds") approximately \$58,100,000 of which remain outstanding; and

WHEREAS, the City previously issued its \$77,000,000 City and County of Denver, Colorado General Obligation Justice System Facilities and Zoo Bonds, Series 2005 (the "Series 2005 Bonds") approximately \$51,105,000 of which remain outstanding; and

WHEREAS, the City previously issued its \$125,000,000 City and County of Denver, Colorado General Obligation Justice System Facilities Bonds, Series 2006 (the "Series 2006 Bonds") approximately \$98,080,000 of which remain outstanding; and

WHEREAS, the City has determined to make provision for and to issue its City and County of Denver, Colorado, General Obligation Better Denver and Refunding Bonds, Series 2013, dated their date of delivery (the "Series 2013 Bonds"), as set forth herein, pursuant to part 1 of article 56 of title 11, Colorado Revised Statutes, as amended (the "Refunding Act"), to, in part, refund, pay and discharge the Refunded Bonds in order to reduce the net effective interest rate by irrevocably depositing in escrow moneys and securities in an amount which will be sufficient to pay the principal of and interest on the Refunded Bonds as the same mature or are called for redemption as herein provided; and

WHEREAS, in order to finance a portion of the Better Denver Project and the Refunding Project (for the purpose of refunding the Series 2002 Bonds, the Series 2003A Bonds, the Series 2003B Bonds, the Series 2005 Bonds and the Series 2006 Bonds (collectively the "Refunded Bonds") identified herein and in the Sale Certificate), the City desires to issue its Series 2013 Bonds; and;

WHEREAS, the cash and Defeasance Securities (as defined herein) held hereunder in the Escrow Fund, will be sufficient to pay when due the principal of and interest on the Refunded Bonds; and

WHEREAS, in order to provide for the proper and timely application of the moneys and securities deposited in the Escrow Fund to the payment of the Refunded Bonds, it is necessary to enter into this Escrow Agreement with the Escrow Agent on behalf of the holders from time to time of the Refunded Bonds; and

WHEREAS, the execution of this Agreement and full performance of the provisions hereof shall defease and discharge the Refunded Bonds;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of and interest on the Refunded Bonds according to their tenor and effect, the City does hereby deliver to and give, grant, mortgage, assign and pledge to the Escrow Agent, and to its successors and its assigns forever, all and singular the property hereinafter described:

I

All right, title and interest of the City in and to \$_____ deposited into the Escrow Fund consisting of a portion of the proceeds of the City's Series 2013 Bonds transferred by the City to the Escrow Agent.

II

All right, title and interest of the City in and to the Defeasance Securities purchased from the moneys described in Clause I above and more particularly described in Schedule "A-1" attached hereto and made a part hereof.

III

All right, title and interest of the City in and to all cash balances held from time to time hereunder and all income and earnings derived from or accruing to the Defeasance Securities described in Clause II above and more particularly described in Schedule "B-1" attached hereto and made a part hereof and all proceeds thereof.

IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property of every kind and nature that may, from time to time hereafter, by delivery or by writing of any kind, be conveyed, pledged, assigned, or transferred as and for additional security hereunder or to be subject to the pledge hereof, by the City or by anyone on its behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all the same, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement given, granted,

pledged and assigned or agreed or intended so to be, with all privileges and appurtenances hereby to the Escrow Agent, and its successors and assigns, forever;

IN TRUST NEVERTHELESS, upon the terms herein set forth, for the equal and proportionate benefit, security and protection, as herein described, of the holders or owners from time to time of the Refunded Bonds in the manner herein provided; but if the Refunded Bonds shall be fully and promptly paid when due or redeemed in accordance with the terms thereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and subject to the covenants and conditions hereinafter set forth.

ARTICLE I DEFINITIONS

SECTION 1.01. DEFINITIONS. Capitalized terms not otherwise defined below shall have the definitions set forth in the Bond Ordinance (as defined below).

"Agreement" means this Escrow Agreement between the City and the Escrow Agent and which constitutes an Escrow Agreement under the Bond Ordinance.

"Bond Ordinance" means Ordinance No. _____, Series of 2013 authorizing issuance of the City and County of Denver, Colorado, General Obligation Better Denver Refunding Bonds, Series 2013.

"City" means the City and County of Denver, Colorado.

"CPA Verification Report" means the Verification Report provided by Causey Demgen & Moore P.C., certified public accountants and attached as Exhibit "A".

"Defeasance Securities" mean the noncallable securities described in Schedule "A-1" attached hereto.

"Series 2002 Paying Agent and Registrar " means the Manager of Revenue, ex-officio Treasurer of the City and County of Denver.

"Series 2003A Paying Agent and Registrar " means the Manager of Revenue, ex-officio Treasurer of the City and County of Denver.

"Series 2003B Paying Agent and Registrar " means the Manager of Revenue, ex-officio Treasurer of the City and County of Denver.

"Series 2005 Paying Agent and Registrar " means the Manager of Revenue, ex-officio Treasurer of the City and County of Denver.

"Series 2006 Paying Agent and Registrar" means Zions First National Bank.

"**Electronic Means**" means telecopy, facsimile transmissions, email transmission or other similar electronic means of communication providing evidence of transmission.

"**EMMA**" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

"**Escrow**" shall mean the property, rights and interest of the City which are subject to the lien of this Agreement and described in Paragraphs I and IV of the granting clauses hereof.

"**Escrow Agent**" means Zions First National Bank, a national association organized and existing under and by virtue of the laws of the United States of America and being duly qualified to accept and administer the trusts hereby created, and its successors in such capacity.

"**Escrow Fund**" means the Escrow Fund so designated and established pursuant to Section 2.01 hereof.

"**Mayor**" means the Mayor of the City or his designee.

"**Refunded Bonds**" means the outstanding Series 2002 Bonds, the Series 2003A Bonds, the Series 2003B Bonds, the Series 2005 Bonds and the Series 2006 Bonds identified herein and in the Sale Certificate.

"**Refunded Debt Service Requirements**" means the Refunded Debt Service Requirements schedule included as Schedule A to the Verification Report.

"**Series 2013 Bonds**" means the City and County of Denver, Colorado, General Obligation Better Denver and Refunding Bonds, Series 2013.

"**Written Request**" with respect to the City means a request in writing signed by the Treasurer or his or her designee or any other officer or official of the City duly authorized by the City to execute such request.

SECTION 1.02. USES OF PHRASES. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

SECTION 2.01. CREATION OF ESCROW FUND. (a) There is hereby created and established with the Escrow Agent a separate, special and irrevocable trust fund designated the "City and County of Denver, Colorado, General Obligation Better Denver and Refunding Bonds, Series 2013, Escrow Fund" (the "Escrow Fund") to be held in the custody of the Escrow Agent in trust separate and apart from other funds of the City or of the Escrow Agent. The

Escrow Fund shall be held solely for the benefit of the holders from time to time of the Refunded Bonds and used only for the purposes and the manner provided for in this Agreement. Within the Escrow Fund there shall be separate escrow accounts (each an "Escrow Account") for each series of Bonds being refunded and identified as the: "Series 2002 Bonds Escrow Account"; "Series 2003A Bonds Escrow Account"; "Series 2003B Bonds Escrow Account"; "Series 2005 Bonds Escrow Account"; and "Series 2006 Bonds Escrow Account".

(b) Concurrently with the execution of this Agreement, the City hereby deposits or has caused to be deposited into the Escrow Fund with the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the total amount of \$_____ consisting of a portion of the Series 2013 Bond proceeds and \$_____ of other available moneys of the City, which are to be deposited to the credit of the Escrow Fund and credited to the separate Escrow Accounts as follows: \$_____ to the Series 2002 Bonds Escrow Account; \$_____ to the Series 2003A Bonds Escrow Account; \$_____ to the Series 2003B Bonds Escrow Account; \$_____ to the Series 2005 Bonds Escrow Account; and \$_____ to the Series 2006 Bonds Escrow Account. The City hereby represents that the noncallable Defeasance Securities described in Schedule A-1, together with the earnings to be received thereon, and the initial cash balance, will provide sufficient funds to pay the principal of and interest on the Refunded Bonds as the same are due and are called for redemption. The total aggregate receipts from such investments pursuant to Schedule A-1 are shown on Schedule B-1 attached hereto and as reflected in the Verification Report.

SECTION 2.02. IRREVOCABLE ESCROW CREATED. Except as provided in Section 4.01 hereof with respect to certain amendments and in Section 2.05 hereof with respect to certain investments and excess interest earnings, the deposit of moneys and Defeasance Securities in the Escrow Fund as described in Section 2.01 shall constitute an irrevocable escrow fund deposit of said moneys and Defeasance Securities for the benefit of the registered owners of the Refunded Bonds. The registered owners of the Refunded Bonds shall have an express lien on all moneys and the principal of and interest on all such Defeasance Securities and all cash balances in the Escrow Fund until used and applied according to this Agreement. Such moneys and investments, and the matured principal of the Defeasance Securities and the interest thereon shall be held in escrow by the Escrow Agent in the Escrow Fund created hereunder for the benefit of the registered owners of the Refunded Bonds as herein provided, and shall be kept separate and distinct from all other funds of the City and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement. Upon the deposit of the moneys into the Escrow Fund as described herein, pursuant to the Bond Ordinance, the right, title and interest of the holders of the Refunded Bonds under the Bond Ordinance and the pledge and lien on the moneys deposited into the funds and accounts created thereunder shall cease, determine and become void.

SECTION 2.03. PURCHASE OF DEFEASANCE SECURITIES. The Escrow Agent is hereby directed to immediately purchase the Defeasance Securities listed on Schedule "A-1" as described below:

- (a) **Series 2002** - \$_____ shall be deposited in the Series 2002 Bonds Escrow Account, with \$_____ to be used to purchase a portion of the Defeasance Securities, and \$_____ to remain uninvested;

- (b) **Series 2003A** - \$_____ shall be deposited in the Series 2003A Bonds Escrow Account, with \$_____ to be used to purchase a portion of the Defeasance Securities, and \$_____ to remain uninvested;
- (c) **Series 2003B** - \$_____ shall be deposited in the Series 2003B Bonds Escrow Account, with \$_____ to be used to purchase a portion of the Defeasance Securities, and \$_____ to remain uninvested
- (d) **Series 2005** - \$_____ shall be deposited in the Series 2005 Bonds Escrow Account, with \$_____ to be used to purchase a portion of the Defeasance Securities, and \$_____ to remain uninvested
- (e) **Series 2006** - \$_____ shall be deposited in the Series 2003A Bonds Escrow Account, with \$_____ to be used to purchase a portion of the Defeasance Securities, and \$_____ to remain uninvested

Except as otherwise provided in Section 2.05 and Section 4.01 below, cash balances received from the Defeasance Securities as described in Schedule "A-1" as shown on Schedule "B-1" shall be held uninvested until applied in accordance with the terms hereof.

SECTION 2.04. REDEMPTION OF BONDS; USE OF MONEYS IN THE ESCROW FUND.

(a) The Paying Agents and Registrars for each of the respective Refunded Bonds have been directed by the City to call the Refunded Bonds for redemption on February 1, 2014 (for Series 2002, 2003A and 2003B) [also include the redemption dates for Series 2005 and 2006), and has been instructed to publish notices of such redemptions, substantially in the form of Exhibit "B" attached hereto (to be modified as appropriate for each respective Series), at least 30 days and not more than 60 days prior to the date of such redemption

(b) The Escrow Agent shall transfer from the Escrow Fund, to the Paying Agent and Registrar from each of the respective Escrow Accounts, previously described in this Agreement, amounts sufficient to pay the principal of and interest on the respective Refunded Bonds to pay the Refunded Debt Service Requirements.

Such amounts shall be applied by the respective Paying Agent and Registrar to redeem the Refunded Bonds on February 1, 2014 (for Series 2002, 2003A and 2003B), and on August 1, 2015 (for Series 2005), and on August 1, 2016 (for Series 2006). All cash balances in the Escrow Fund shall be held uninvested until needed for the purposes hereof.

(c) The City also hereby irrevocably directs the Escrow Agent to file the Notice of Defeasance, substantially in the form of Exhibit "C" attached hereto, on October __, 2013, with the Depository Trust Company and to file the same with EMMA.

SECTION 2.05. REINVESTMENT OF MONEYS. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Defeasance Securities held hereunder or to sell, transfer or otherwise dispose of the Defeasance Securities acquired hereunder except as provided in this Agreement. At the Written Request of

the City, the Escrow Agent may invest and reinvest any moneys remaining from time to time in the Escrow Fund until such time that they are needed, as determined by reference to an independent verification by a nationally recognized independent certified public accounting firm delivered as of the date such investments are delivered to the Escrow Agent, in noncallable direct obligations of the United States of America (which shall not include mutual funds or unit investment trusts, including mutual funds or unit investment trusts investing in direct obligations of the United States of America) maturing in an amount at least equal to the purchase price thereof at such time and bearing interest at such rates as, in the opinion of Greenberg Traurig, LLP, The Holt Group LLC, or other nationally recognized bond counsel, based upon an independent verification by a nationally recognized independent certified public accounting firm, will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the respective dates of issuance of the Refunded Bonds, cause the interest on the Refunded Bonds, not to be excluded from gross income for federal income tax purposes. The Escrow Agent will not make any investments or reinvestments not expressly contemplated herein, in the Schedules attached hereto, without such an opinion and independent verification. Any interest income resulting from reinvestment of moneys pursuant to this Section 2.05 which is not needed to pay principal of or interest on the Refunded Bonds, as determined by reference to the then applicable independent verification by a nationally recognized independent certified public accounting firm, shall be transferred to the City, at the Written Request of the City, and used by the City for any lawful purpose, unless the opinion referred to above shall dictate otherwise.

SECTION 2.06. TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE MADE. After all of the transfers by the Escrow Agent to the respective Series 2002, 2003A, 2003B, 2005 and 2006 Paying Agents and Registrars for payment of the Refunded Debt Service Requirements on the Refunded Bonds have been made, all remaining moneys and Defeasance Securities, if any, together with any income and interest thereon, in the Escrow Fund shall be transferred to the City by the Escrow Agent and used by the City for any lawful purpose, which, will not cause the interest on the Refunded Bonds not to be excluded from gross income for federal income tax purposes; provided, however, that no such transfer (except transfers made in accordance with Section 2.05 and 4.01 hereof) to the City shall be made until all of the principal of and interest on the Refunded Bonds have been paid.

SECTION 2.07. DEFICIENCIES. If at any time it shall appear to the Escrow Agent that the available proceeds in the Escrow Fund will not be sufficient to make any payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the City prior to such payment date and the City agrees that it will, from any funds legally available for such purposes, make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE III CONCERNING THE ESCROW AGENT

SECTION 3.01. APPOINTMENT OF ESCROW AGENT. The City hereby appoints Zions First National Bank as Escrow Agent under this Agreement.

SECTION 3.02. ACCEPTANCE BY ESCROW AGENT. By execution of this Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute this Agreement and to perform its duties hereunder. The Escrow Agent's fee for its services hereunder is \$_____ annually, per escrow account established. The Escrow Agent shall have no lien whatsoever, and agrees not to assert any lien whatsoever, upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

SECTION 3.03. LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Defeasance Securities and the earnings thereon deposited to the Escrow Fund to pay the Refunded Bonds. So long as the Escrow Agent holds and administers the moneys and the Defeasance Securities as provided herein and applies the moneys and proceeds of the Defeasance Securities and the interest earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the moneys or Defeasance Securities received by it hereunder, said moneys or Defeasance Securities shall be and remain the property of the City in escrow for the holders of the Refunded Bonds, as herein provided.

SECTION 3.04. PERMITTED ACTS. The Escrow Agent and its affiliates may become the owner of or may deal in any obligations of the City described herein as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05. RESIGNATION OF ESCROW AGENT. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than thirty (30) days advance written notice to the City and by causing notice thereof to be mailed at the expense of the Escrow Agent to each registered owner of the Refunded Bonds, specifying the date when such resignation will take effect, at least once not less than thirty (30) days before such resignation is to take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the City or otherwise as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent, and the transfer to such successor Escrow Agent of the funds and accounts held by the Escrow Agent hereunder.

SECTION 3.06. REMOVAL OF ESCROW AGENT. (a) The Escrow Agent may be removed at any time if the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding file a request for removal in writing with the City, but the Escrow Agent shall remain in office until the appointment and taking office of a successor

Escrow Agent in accordance with the provisions of this Agreement. A copy of such request shall be delivered by the City to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any violation of this Agreement by a court of competent jurisdiction upon the application of the City or the holders of not less than fifty percent (50%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent shall be deemed to have been removed if it is dissolved, becomes incapable of exercising the powers necessary to carry out its obligations hereunder or is taken over by any governmental action.

SECTION 3.07. SUCCESSOR ESCROW AGENT. (a) When the position of the Escrow Agent becomes or is about to become vacant, the City shall appoint a successor Escrow Agent to fill such vacancy.

(b) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the City shall, or the holder of any of the Refunded Bonds then outstanding, or any Escrow Agent retiring or being removed from office may, apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Upon the deposit by the retiring or removed Escrow Agent of all funds and securities held by it under the provisions hereof into the registry of such court, such retiring or removed Escrow Agent shall be relieved of all future duties hereunder.

SECTION 3.08. RECEIPT OF PROCEEDINGS. Receipt of true and correct copies of the proceedings of the City authorizing the issuance of the Refunded Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein but only to the extent that such incorporation shall be necessary to the performance by the Escrow Agent of its duties and obligations set forth herein. No such incorporation shall be deemed or construed to place upon the Escrow Agent any duties or obligations not otherwise expressly set forth herein.

SECTION 3.09. INDEMNITY. To the extent that it may legally do so, the City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of Defeasance Securities, the retention of the Defeasance Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent, its

successors, assigns, agents and servants against the negligence or willful misconduct of the Escrow Agent or its successors, assigns, agents and servants. In no event shall the City or Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement.

SECTION 3.10. RESPONSIBILITIES OF ESCROW AGENT. (a) The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the acceptance of the funds deposited in the Escrow Fund, the establishment of the Escrow Fund, the purchase of Defeasance Securities, the retention of the Defeasance Securities or the proceeds thereof or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the City for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

(b) Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the City or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance herewith.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. AMENDMENTS TO THIS AGREEMENT. This Agreement is made for the benefit of the City and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

- (b) to conform to the Bond Ordinance;
- (c) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (d) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds and the exclusion of the interest thereon from gross income for federal income tax purposes with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, at the Written Request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Defeasance Securities held hereunder and to substitute therefor noncallable direct obligations of the United States of America (which shall not include mutual funds or unit investment trusts, including mutual funds or unit investment trusts investing in direct obligations of the United States of America), subject to the condition that such moneys or securities held by the Escrow Agent shall be sufficient to timely pay the principal of and interest on the Refunded Bonds in accordance with the schedules attached hereto. The City hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder applicable to the Refunded Bonds. The Escrow Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Defeasance Securities held hereunder or from other moneys available in accordance with the Written Request of the City. The transactions may be effected only if there shall have been obtained: (1) an independent verification by a nationally recognized independent certified public accounting firm acceptable to the Escrow Agent concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other moneys or securities held hereunder for such purpose, without reinvestment, to meet the principal and interest when due of the Refunded Bonds as contemplated by the schedules hereto; and (2) an opinion from Greenberg Traurig, P.A. or other nationally recognized bond counsel to the City and the Escrow Agent to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to the Refunded Bonds, cause the interest on such Refunded Bonds not to be excluded from gross income for federal income tax purposes.

If securities are substituted pursuant to this Section 4.01, any surplus moneys, as determined by reference to the then applicable independent verification by a nationally recognized independent certified public accounting firm, resulting from the sale, transfer, other disposition or redemption of the Defeasance Securities held hereunder and the substitutions therefor of noncallable direct obligations of the United States of America (which shall not

include mutual funds or unit investment trusts, including mutual funds or unit investment trusts investing in direct obligations of the United States of America), shall be released from the Escrow and shall be transferred to the City and may be used by the City for any lawful purpose which, in the opinion of Greenberg Traurig, LLP, The Holt Group LC or other nationally recognized bond counsel, will not cause the interest on the Refunded Bonds not to be excluded from gross income for federal income tax purposes.

SECTION 4.02. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed to be separate and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.03. AGREEMENT BINDING. All the covenants, promises and agreements in this Agreement contained by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, and shall be for the benefit of the holders of the Refunded Bonds, whether so expressed or not.

SECTION 4.04. TERMINATION. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 4.05. GOVERNING LAW; VENUE. This Agreement shall be governed by the applicable laws of the State of Colorado. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, the parties agree that venue shall lie exclusively in Denver County, Colorado.

SECTION 4.06. EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be regarded for all purposes as an original, and all of which, together, shall constitute and be but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

SECTION 4.07. NOTICES. All notices and communications required to be delivered pursuant to this Agreement shall be given via Electronic Means in writing, or by facsimile transmission, telex, or cable or first class mail, postage prepaid, addressed to the following parties, at the following addresses:

The City: City and County of Denver, Colorado
 201 West Colfax Avenue
 Denver, Colorado 80202
 Attention: Treasurer

The Escrow Agent: Zions First National Bank
 1001 17th Street, Suite 850
 Denver, Colorado 80202
 Attention: Corporate Trust Department

 Email: Gina.Reina@zionsbank.com

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO
ESCROW DEPOSIT AGREEMENT

IN WITNESS WHEREOF, the City and the Escrow Agent have duly executed this Agreement as of the ___ day of September, 2013.

Date: September __, 2013

(CITY)
(SEAL)

CITY AND COUNTY OF DENVER, COLORADO

By: _____
Mayor

ATTEST:

By: _____
Clerk and Recorder, *Ex Officio*
Clerk of the City and County
of Denver

Recommended and Approved:

By: _____
Manager of Finance, *Ex Officio* Treasurer

Approved as to Form:

Registered and Countersigned:

By: _____
David W. Broadwell, City
Attorney

By: _____
Manager of Finance, *Ex Officio* Treasurer

By: _____
Auditor

By: _____
Zions First National Bank, as Escrow Agent

EXHIBIT "A"
[CPA Verification Report]

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919976.2

Exhibit A

EXHIBIT "B"

FORM OF NOTICE OF REDEMPTION
NOTICE OF REFUNDING AND REDEMPTION OF CERTAIN

CITY AND COUNTY OF DENVER, COLORADO

GENERAL OBLIGATION _____ BONDS SERIES _____

DATED _____ - \$ _____

NOTICE IS HEREBY GIVEN to the registered owners of certain outstanding City and County of Denver, Colorado, General Obligation _____ Bonds, Series _____, dated _____, CUSIP Numbers _____, in the original aggregate principal amount of \$ _____ (i.e., all \$ _____ aggregate principal amount of those maturing in the years 20__ through 20__) (the "Refunded _____ Bonds") that the City and County of Denver, Colorado (the "City"), has issued General Obligation Better Denver and Refunding Bonds, Series 2013, dated September __, 2013, in the aggregate principal amount of \$241,670,000, and deposited a portion of the proceeds thereof and other funds of the City in escrow with Zions First National Bank, a national banking association, Denver, Colorado, which proceeds and other funds have been invested in bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America for the payment of the principal of, interest on and any premium due in connection with the redemption of the Refunded _____ Bonds as the same become due.

According to a report pertaining to such escrow prepared by a firm of certified public accountants licensed to practice in the State of Colorado, the escrow, including the known minimum yield from such investments, is fully sufficient at the time of the deposit and at all times subsequently, to pay the principal of, interest on and any premium due in connection with the Refunded _____ Bonds as such payments become due.

NOTICE IS FURTHER HEREBY GIVEN that the City has exercised its option to redeem the Refunded _____ Bonds, prior to their respective maturity dates at a price equal to the principal amount of each Refunded _____ Bond so redeemed plus accrued interest thereon to the redemption date plus a premium equal, if any, of the principal amount of each Refunded _____ Bond so redeemed.

On the redemption date, there will be due and payable upon each Refunded _____ Bond the principal amount thereof plus accrued interest thereon to the redemption date plus a premium, if any, from and after the redemption date interest will cease to accrue.

Each Refunded _____ Bond will be redeemed on or after the redemption date upon presentation and surrender thereof.

Notwithstanding the provisions of this Notice of Redemption, the redemption of any Refunded _____ Bonds is conditioned upon the receipt by the Paying Agent of funds on or before the date

Exhibit B

918665.3

919976.2

fixed for redemption sufficient to pay the redemption price of the Refunded _____ Bonds called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the Owners of such Refunded _____ Bonds called for redemption in the same manner as this Notice of Redemption was sent.

DATED this ____ day of _____, 2013

By:-----

Title:-----

[End of Form of Notice]

EXHIBIT "C"

NOTICE OF DEFEASANCE

City and County of Denver, Colorado General Obligation Art Museum Bonds, Series 2002

City and County of Denver, Colorado General Obligation Auditorium Theatre and Zoo Bonds, Series 2003A

City and County of Denver, Colorado General Obligation Medical Facilities Bonds, Series 2003B

City and County of Denver, Colorado General Obligation Justice System Facilities and Zoo Bonds, Series 2005

City and County of Denver, Colorado General Obligation Justice System Facilities Bonds, Series 2006

NOTICE IS HEREBY GIVEN that there has been deposited with Zions First National Bank, as Escrow Agent, funds which shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on the above-captioned Bonds (the "Refunded Bonds") on or prior to the redemption date pursuant to the terms and provisions of a certain Escrow Agreement, dated as of September __, 2013 (the "Escrow Agreement"), by and among the City and County of Denver, Colorado (the "City") and the Escrow Agent. The following Refunded Bonds are being called for redemption on the dates listed below:

Series	<u>Maturity</u> <u>August 1</u>	Refunded Amount	Interest Rate	CUSIP	Redemption Date
2002	2012				Feb., 1, 2014
2003A	2013				Feb., 1, 2014
2003B	2013				Feb., 1, 2014
2005	2015				Feb., 1, 2016
2006	2016				Feb., 1, 2017

The Refunded Bonds are deemed to have been paid within the meaning of Ordinance _____ enacted by the City on _____, 2013 under which the Refunded Bonds were issued and are secured. This notice does not constitute a notice of redemption and no Bonds should be delivered to the City or its paying agents as a result of this publication.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Refunded Bonds or as contained in this Notice of Defeasance. Reliance may only be placed on the identification information printed on the Refunded Bonds and in this notice.

Exhibit C

The Paying Agent and Registrar for the Refunded Bonds will provide notice of redemption of the Refunded Bonds as provided in the Escrow Agreement.

Dated: _____

ZIONS FIRST NATIONAL BANK as Escrow
Agent

By: _____

Name: _____

Title: _____

Exhibit C

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SCHEDULE A-1

DEFEASANCE OBLIGATIONS
FOR ESCROW DEPOSIT TRUST FUND

Schedule A-1

918665.3
919976.2

SCHEDULE B-1

RECEIPTS FROM DEFEASANCE OBLIGATIONS
FOR ESCROW DEPOSIT TRUST FUND

Schedule B-1

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