

**PAYING AGENT AND BONDS REGISTRAR AGREEMENT
SERIES 2014A BONDS**

This PAYING AGENT AND BONDS REGISTRAR AGREEMENT dated December 12, 2014 (this "Agreement"), is between the City and County of Denver, Colorado, for and on behalf of its Department of Aviation (the "City"), and accepted by Zions First National Bank (the "Bank" or the "Paying Agent").

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Airport System Revenue Bonds, Series 2014A (the "Bonds" or the "Series 2014A Bonds"), in the aggregate principal amount of \$_____, such Bonds to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Bonds are scheduled to be delivered to the Initial Purchaser (as defined in the Ordinance) thereof on or about December 12, 2014, and

WHEREAS, the City, pursuant to the hereinafter defined Series 2014A Supplemental Bond Ordinance, has selected the Bank to serve as Paying Agent in connection with the payment of the principal of, premium, if any, purchase price and interest on said Bonds and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacity for and on behalf of the City and has full power and authority to perform and serve as Paying Agent for the Bonds;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The City, pursuant to the Series 2014A Supplemental Bond Ordinance, appoints the Bank to serve as Paying Agent with respect to the Bonds in accordance with Ordinance No. 626, Series of 1984, as heretofore supplemented and amended and as further supplemented by Ordinance No. ___, Series 2014 (the "Series 2014A Supplemental Bond Ordinance"), adopted by the City Council of the City and County of Denver, Colorado (collectively, the "General Bond Ordinance"). As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the City the principal, premium (if any), purchase price and interest on the Bonds as the same become due and payable to the registered owner thereof, all in accordance with the General Bond Ordinance and this Agreement. The Paying Agent is hereby empowered to create any and all accounts necessary to perform its duties hereunder.

The City, pursuant to the Series 2014A Supplemental Bond Ordinance, appoints the Bank as Series 2014A Bonds Registrar (the “Registrar”) with respect to the Bonds. As Registrar for the Bonds, the Bank shall keep and maintain for and on behalf of the City books and records as to the ownership of said Bonds and with respect to the transfer and exchange thereof as provided herein and in the General Bond Ordinance.

The Bank hereby accepts all duties and responsibilities of the Paying Agent and Registrar as set forth in the Series 2014A Supplemental Bond Ordinance.

Section 1.02. Compensation.

As compensation for the Bank’s services as Paying Agent and Registrar, the City, pursuant to the Series 2014A Supplemental Bond Ordinance, agrees to pay the Bank the fees agreed to between the parties hereto.

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the principal corporate trust office of the Bank as indicated below. The Bank will notify the City in writing of any change in location of the Bank Office.

Zions First National Bank
1001 17th Street, Suite 850
Denver, Colorado 80202
Attention: Stephanie Nicholls

“Bond Register” means a register maintained by the Bank on behalf of the City providing for the registration and transfer of the Bonds.

“Fiscal Year” means the fiscal year of the City, ending December 31.

“Holder” and “Bond Holder” each means the Person in whose name a Bond is registered in the Bond Register.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Series 2014A Bonds Record Date” has the meaning set forth in the Series 2014A Supplemental Bond Ordinance.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the General Bond Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Stated Maturity” means the date specified in the Series 2014A Supplemental Bond Ordinance that the principal of a Bond is scheduled to be due and payable.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, only if adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal of each Bond at its Stated Maturity, Redemption Date or Purchase Price, as such term is defined in the Series 2014A Supplemental Bond Ordinance, to the Holders of such Bonds upon presentation of each Bond to the Bank at the Bank Office.

As Paying Agent, the Bank shall, only if adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Bond when due, by computing the amount of interest to be paid to each Holder and on each payment date to remit such amount to the Holders of such Bonds in accordance with the provisions of the Series 2014A Supplemental Bond Ordinance.

ARTICLE FOUR

BOND REGISTRAR

Section 4.01. Bonds Register – Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the City books and records (herein sometimes referred to as the “Bond Register”) for recording the names and addresses of

the Holders of the Bonds, the transfer, exchange and replacement of the Bonds and the payment of the principal of and interest on the Bonds to the Holders and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Bank may prescribe.

To the extent possible and under reasonable circumstances, the Bank agrees that an exchange or transfer of Bonds by the Holders thereof will be completed and new Bonds delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Bonds to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and in the Series 2014A Supplemental Bond Ordinance and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Bonds, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be required to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the City.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. May Hold Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent or Registrar, or any other agent.

Section 5.04. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Bonds are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective August 1, 1987, which establishes requirements for securities to be eligible for such type of depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX

DUTIES OF THE PAYING AGENT

Section 6.01. Defined Terms.

All capitalized terms not defined in this Article 6 have the meanings assigned to them in the General Bond Ordinance.

Section 6.02. Series 2014A Bond Purchase Account.

(a) Creation and Subaccounts. The Paying Agent hereby establishes the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Airport System Revenue Bonds, Series 2014A, Bond Purchase Account” (the “Series 2014A Bond Purchase Account”), to be held by and under the control of the Paying Agent as provided in subsection (c) of this Section. The Paying Agent hereby establishes the following three subaccounts under the Series 2014A Bond Purchase Account: the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Series 2014A, Airport Bond Purchase Remarketing Funds Subaccount” (the “Series 2014A Remarketing Subaccount” or the “Remarketing Subaccount”), the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Series 2014A, Airport Bond Purchase Credit Facility Funds Subaccount” (the “Series 2014A Bond Purchase Credit Facility Subaccount” or the “Bond Purchase Credit Facility Subaccount”) and the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Series 2014A, Airport Bond Purchase City Funds

Subaccount” (the “Series 2014A Bond Purchase City Funds Subaccount” or the “Bond Purchase City Funds Subaccount”). The Remarketing Subaccount, Bond Purchase Credit Facility Subaccount and the Bond Purchase City Funds Subaccount shall hereinafter be referred to collectively as the “Series 2014A Bond Purchase Subaccounts.” Each of the Series 2014A Bond Purchase Subaccounts shall be an account which is separate and apart from the other three Series 2014A Bond Purchase Subaccounts.

(b) Deposits and Withdrawals. The Paying Agent shall deposit, when and as received, all monies delivered to the Paying Agent (i) by the Remarketing Agent from the proceeds of the remarketing of the Series 2014A Bonds into the Remarketing Subaccount, (ii) by the Series 2014A Credit Facility Provider resulting from a drawing under the Series 2014A Credit Facility with respect to the Purchase Price of the Series 2014A Bonds into the Bond Purchase Credit Facility Subaccount, and (iii) by the City with respect to Purchase Price Payments due with respect to Series 2014A Bonds into the Bond Purchase City Funds Subaccount. The Paying Agent shall disburse monies from the Series 2014A Bond Purchase Account to pay the Purchase Price of the Series 2014A Bonds properly tendered for purchase, upon surrender of such Series 2014A Bonds, directly to the owners thereof in the priority and manner provided in the Series 2014A Supplemental Bond Ordinance and the General Bond Ordinance.

(c) Nature of Fund. The monies in the Series 2014A Bond Purchase Account shall be used solely to pay the Purchase Price of Series 2014A Bonds and may not be used for any other purpose. Monies in each of the Series 2014A Bond Purchase Subaccounts shall not be commingled with any other funds. The Paying Agent shall hold the monies in the Series 2014A Bond Purchase Account, uninvested or invested at the direction of the City in Investment Securities pending their disbursement as required under the General Bond Ordinance, for the benefit of the owners of Series 2014A Bonds which have been properly tendered for purchase or deemed tendered on the purchase date.

Section 6.03. Series 2014A Principal and Interest Account.

(a) Creation and Subaccounts. The Paying Agent hereby establishes the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Airport System Revenue Bonds, Series 2014A, Principal and Interest Account” (the “Series 2014A Principal and Interest Account”), to be held by and under the control of the Paying Agent as provided in subsection (c) of this Section. The Paying Agent hereby establishes the following two subaccounts under the Series 2014A Principal and Interest Account: the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Series 2014A, Principal and Interest Credit Facility Funds Subaccount” (the “Series 2014A Principal and Interest Credit Facility Subaccount”), and the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Series 2014A, Principal and Interest City Funds Subaccount” (the “Series 2014A Principal and Interest City Funds Subaccount”). (The Series 2014A Principal and Interest Credit Facility Subaccount and the Series 2014A Principal and Interest City Funds Subaccount shall hereinafter be referred to collectively as the “Series 2014A Principal and Interest Subaccounts.”) Each of the Series 2014A Principal and Interest Subaccounts shall be an account which is separate and apart from the other Series 2014A Principal and Interest Subaccount.

(b) Deposits and Withdrawals. The Paying Agent shall deposit, when and as received, all moneys delivered to the Paying Agent (i) by the Series 2014A Credit Facility Provider resulting from a drawing under the Series 2014A Credit Facility with respect to the payment of principal or Redemption Price of and interest on the Series 2014A Bonds into the Series 2014A Principal and Interest Credit Facility Subaccount and (ii) by the City with respect to the payment of principal and Redemption Price of and interest on the Series 2014A Bonds into the Series 2014A Principal and Interest City Funds Subaccount. The Paying Agent shall first disburse money from the Series 2014A Principal and Interest Credit Facility Subaccount and if for any reason the funds received from the Series 2014A Credit Facility are insufficient to pay in full the principal, Redemption Price and interest due on the Series 2014A Bonds, shall second disburse moneys from the Series 2014A Principal and Interest City Funds Subaccount to pay the principal or Redemption Price of and interest on the Series 2014A Bonds directly to the owner thereof in the priority and manner provided in the Series 2014A Supplemental Bond Ordinance and the General Bond Ordinance. If there remains a shortfall after disbursing proceeds from these first two sources, the Paying Agent will immediately contact the City to receive additional funds in order to make timely payment.

(c) Nature of Fund. The moneys held by the Paying Agent in the Series 2014A Principal and Interest Account shall be used solely to pay the principal or Redemption Price of and interest on the Series 2014A Bonds and may not be used for any other purpose. Monies in each of the Series 2014A Principal and Interest Subaccounts shall not be commingled with any other funds. The Paying Agent shall hold the moneys in the Series 2014A Principal and Interest Account, uninvested or invested at the direction of the City in Investment Securities pending their disbursement as required under the General Bond Ordinance, for the benefit of the owners of the Series 2014A Bonds to whom such payment are due.

Section 6.04. Draw Under Series 2014A Credit Facility.

(a) Draws. The Paying Agent is, pursuant to the Series 2014A Supplemental Bond Ordinance, authorized and directed, and agrees:

(1) To draw under the Series 2014A Credit Facility in accordance with its terms, at or before 4:00 p.m., New York City time, on the day prior to the day on which the principal or Redemption Price of or interest on the Series 2014A Bonds are due, an amount which is sufficient to pay the principal or Redemption Price of or interest on the Series 2014A Bonds due on such date;

(2) If and to the extent it has received notice from the Remarketing Agent, to draw under the Series 2014A Credit Facility in accordance with its terms, as soon as practicable and in all events at or before 12:00 p.m., New York time, while the Series 2014A Bonds bear interest at a Variable Rate on the date on which such Purchase Price Payments are due, an amount which is sufficient to pay the Purchase Price Payments due on such date;

(3) If and to the extent it has received notice from the Remarketing Agent, and notwithstanding anything in the General Bond Ordinance to the contrary, with respect to Series 2014A Bonds that are not held in book-entry form to draw under the Series 2014A Credit Facility in accordance with its terms, at or before 12:00 p.m., New York City time,

and pay tendering holders by 3:00 p.m. on the purchase date, provided the Series 2014A Bonds are tendered by such time; and

(4) Notwithstanding the above, the Paying Agent shall not draw under the Series 2014A Credit Facility with respect to the payment of the Purchase Price for City Bonds.

(b) Notification. The Paying Agent shall notify the Treasurer of each drawing under the Series 2014A Credit Facility immediately after making such drawing.

(c) Exclusion of Series 2014A Credit Facility Bonds. Notwithstanding anything to the contrary contained in the Series 2014A Supplemental Bond Ordinance, (i) in computing the amount to be drawn under the Series 2014A Credit Facility on account of the payment of principal, Redemption Price or Purchase Price of or interest on Series 2014A Bonds, the Paying Agent shall exclude any such amounts in respect of any Series 2014A Bonds which are Series 2014A Credit Facility Bonds or City Bonds on the date such payment is due and (ii) amounts drawn by the Paying Agent under the Series 2014A Credit Facility shall not be applied to any payment in respect of Series 2014A Credit Facility Bonds or City Bonds on the date such payment is due.

(d) Remarketing of Series 2014A Credit Facility Bonds. Series 2014A Credit Facility Bonds, which have been remarketed, will not be delivered to a purchaser unless the Paying Agent has received written confirmation from the Series 2014A Credit Facility Provider that the Series 2014A Credit Facility has been reinstated with respect to the Bonds so remarketed.

(e) Indemnity. The Paying Agent may not require indemnity from the City as a condition to drawing under the Series 2014A Credit Facility.

Section 6.05. Termination of Series 2014A Credit Facility upon Instruction from Series 2014A Credit Facility Provider.

In the event the Paying Agent is provided by the Series 2014A Credit Facility Provider, in accordance with the provisions of the Series 2014A Credit Facility Agreement with a notice of the occurrence of an event of default under the Series 2014A Credit Facility, or in the event that the Paying Agent receives a notice of non-reinstatement from the Series 2014A Credit Facility Provider in accordance with the Series 2014A Credit Facility directing the Paying Agent to cause a mandatory tender of the Series 2014A Bonds pursuant to the terms of the General Bond Ordinance, thereby causing the Series 2014A Credit Facility to expire 15 days thereafter, the Paying Agent shall give notice of the mandatory tender for purchase of the Series 2014A Bonds on the Business Day preceding the day on which the Series 2014A Bonds are to be so purchased pursuant to the General Bond Ordinance and make a drawing under the Series 2014A Credit Facility to pay the Purchase Price of the Series 2014A Bonds due in connection with such purpose as provided in Section 506(A)(iii) or Section 506(A)(iv), respectively, of the Series 2014A Supplemental Bond Ordinance, and shall thereafter terminate the Series 2014A Credit Facility.

Section 6.06. Notice to Owners of Substitute Series 2014A Credit Facility.

In the event there becomes effective a Substitute Series 2014A Credit Facility in accordance with the Series 2014A Supplemental Bond Ordinance, the Paying Agent shall provide notice to the owners of the Series 2014A Bonds of such substitution on the Credit Facility Substitution Date.

Section 6.07. Defeasance of the Series 2014A Bonds.

In the event that there is a defeasance of the Series 2014A Bonds while the Series 2014A Bonds bear interest at a Variable Rate, prior to such defeasance, the City shall advise the Paying Agent whether (i) the Series 2014A Bonds subject to such defeasance will be redeemed or otherwise paid and discharged on the first date such Series 2014A Bonds are subject to optional or mandatory tender for purchase or (ii) all optional and mandatory tender rights of the Owners of such Series 2014A Bonds shall terminate upon the delivery of the notice of defeasance with respect to such Series 2014A Bonds to the Owners thereof.

Section 6.08. Notice to Rating Agencies.

In the event of any redemption, mandatory tender, or defeasance of the Bonds, any Conversion Date relating to the Series 2014A Bonds, any amendments to the General Bond Ordinance, the Remarketing Agreement, or this Paying Agent and Bonds Registrar Agreement, or the removal or resignation of the Paying Agent or the Remarketing Agent, the Paying Agent shall promptly give notice of the occurrence of such event to each rating agency then rating the Bonds, including, in the case of the defeasance of the Bonds in the circumstances described in Section 6 hereof, notice of the City's determination as provided in Section 6 hereof.

If to S&P:

Attn: Muni Structured Finance
55 Water Street, 38th Floor
New York, NY 10041
Phn: (212) 438-2000
Fax: (212) 438-2157
pubfin_structured@sandp.com

If to Moody's:

Attn: Structured Transactions Group
99 Church Street, 10th Floor
New York, NY 10007
Phn: (212) 553-1658
Fax: (212) 553-0882

If to Fitch:

Attn: Public Finance
One State Street Plaza
New York, NY 10004
Phn: (212) 908-0500

Section 6.09. Removal or Resignation of Paying Agent.

The City may remove the Paying Agent and the Paying Agent may resign at any time upon 30 days written notice to the other party, provided that no such removal or resignation shall be effective until the City has agreed to serve as the Paying Agent (which it may not do prior to the day succeeding the Fixed Rate Conversion Date) or the City has appointed a successor to the Paying Agent, such successor (which shall be a commercial bank having full trust powers) has accepted its duties as Paying Agent under the General Bond Ordinance and has entered into an agreement with the City consistent in all material respects with this agreement. The Paying Agent shall deliver all monies and records relating to the Bonds to its successor immediately upon the appointment of such successor.

Section 6.10. Agreement for the Benefit of Owners of Bonds.

This agreement has been executed and delivered by the Paying Agent for the benefit of the owners of the Bonds and, subject to the provisions hereof, shall be effective and binding on the Paying Agent from the Issue Date of the Bonds through the payment of all amounts due with respect to the Bonds.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 7.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the bondholders shall also be mailed or delivered to the City, at the addresses shown below:

City and County of Denver, Colorado
201 West Colfax, Room 1010
Denver, Colorado 80202
Attention: Manager, Department of Finance

With a copy to:

City and County of Denver, Colorado
8500 Pena Boulevard
Denver, Colorado 80249
Attention: Manager of Aviation

Section 7.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns.

All covenants and agreements herein by the City and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability.

In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreements.

Nothing herein, express or implied, shall give to any Person, other than the City and the Paying Agent and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 7.08. Entire Agreement.

This Agreement and the General Bond Ordinance constitute the entire agreement between the City and the Paying Agent relative to the Bank acting as Paying Agent and if any conflict exists between this Agreement and the General Bond Ordinance, the General Bond Ordinance shall govern.

Section 7.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Termination.

This Agreement (i) will terminate on the date of final payment of the principal of and interest on the Bonds to the Holders thereof or (ii) may be earlier terminated upon the resignation or removal of the Paying Agent as described in Section 6.09 hereof.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11. Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado.

IN WITNESS WHEREOF the parties hereto have caused this Paying Agent and Bonds Registrar Agreement to be executed by the duly authorized officer as of the day and year first above written.

CITY AND COUNTY OF DENVER,
COLORADO, for and on behalf of its
Department of Aviation

By: _____
Mayor

(SEAL)

Attest:

Recommended and Approved:

By: _____
City Clerk and Recorder

By: _____
Manager of Finance, Chief Financial
Officer, *ex officio* Treasurer

By: _____
Manager of the Department of Aviation

Approved as to Form:

By: _____
City Attorney

By: _____
Auditor

ZIONS FIRST NATIONAL BANK,
as Paying Agent and Registrar

By: _____