

## **PAYING AGENT, REGISTRAR, AND TRANSFER AGENT AGREEMENT**

In consideration of the mutual promises and covenants and subject to the terms, conditions, and covenants hereinafter recited, the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), hereby appoints **ZIONS BANCORPORATION, NATIONAL ASSOCIATION** (the “Bank”), and the Bank accepts such appointment, as Paying Agent (the “Paying Agent”) for the City’s General Obligation Vibrant Denver Bonds, Series 2026A, issued in the principal amount of \$[\_\_\_\_\_] and dated [March \_\_, 2026] (the “Series 2026A Bonds”) and General Obligation Vibrant Denver Bonds, Taxable Series 2026B, issued in the principal amount of \$[\_\_\_\_\_] and dated [March \_\_, 2026] (the “Series 2026B Bonds” and, together with the Series 2026A Bonds, the “Bonds”). The City also appoints the Bank, and the Bank accepts such appointment, as the authenticating registrar (the “Registrar”) and transfer agent (the “Transfer Agent”) for the Bonds.

**Section 1.** The Bank hereby accepts all duties and responsibilities required or permitted to be performed by the Paying Agent, Transfer Agent, and Registrar as provided in Ordinance No. 0005, Series of 2026, authorizing the issuance of the Bonds adopted on second reading on [\_\_], 2026 by the City Council of the City (the “Ordinance”), and shall be subject to the provisions and limitations thereof. Such Ordinance is incorporated herein by reference and capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in the Ordinance.

**Section 2.** The Bank understands and acknowledges that, by reason of the execution hereof, it has assumed a role of agent with respect to the disbursements of funds received from the City for the purpose of paying the principal of, premium, if any, and interest due on the Bonds. The Bank shall receive and disburse such funds solely in accordance with the terms and provisions hereof, and shall remit to the City the funds not necessary for the purpose of making the aforesaid payments on the Bonds after any particular Due Date, as defined in Section 5 hereof.

**Section 3.** The Bank shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions of the Ordinance. The City shall be permitted to review the registration books at any time during the regular business hours of the Bank and, upon written request to the Bank, shall be provided a copy of the list of registered owners of the Bonds.

**Section 4.** The Bank shall establish and maintain the Series 2026 Costs of Issuance Account (the “Costs of Issuance Account”) in order to pay costs of issuance associated with the issuance of the Bonds. Funds shall be disbursed by the Bank from the Costs of Issuance Account upon written direction from the City. The Bank may rely conclusively on any such direction and shall not be required to make any independent investigation in connection therewith. Any amounts remaining in the Costs of Issuance Account after 90 days from the date of this Agreement shall be transferred to the City for application in accordance with the terms of the Ordinance.

**Section 5.** The Bank shall establish and maintain the Series 2026A Debt Service Fund and the Series 2026B Debt Service Fund, respectively, in accordance with the provisions of the

Ordinance. The Bank shall make payments of principal, premium, if any, and interest on the respective Bonds on each date established for payment thereof (the "Due Date"). On or prior to a Due Date that is a Business Day, the City shall furnish funds to the Bank in amounts sufficient to pay all amounts due; if a Due Date is not a Business Day, then the City shall furnish funds to the Bank sufficient to pay all amounts due for such payment on the next succeeding Business Day with such force and effect as if done on such Due Date. Such funds shall be used by the Bank solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds in accordance with its terms and the provisions of the Ordinance and the Sale Certificate. The Bank shall have no duty to make any payments prior to or on any Due Date or until funds necessary to cover all payments due on the Due Date have been deposited with it. The Bank shall not be required to advance its own funds for any payments in connection with the Bonds. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment. In the event that a check or draft for payment when the principal of and interest thereon become due at stated maturity is uncashed, if moneys sufficient to pay the principal and interest then due on that Bond or to pay such check or draft shall have been made available to the Bank for the benefit of the Owner of such Bond, all liability of the City to that Owner for such payment of the principal and interest then due represented by such check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Bank to hold those moneys, without liability for interest thereon, for the exclusive benefit of the Owner, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part of this Agreement or the Ordinance or on, or with respect to, the principal and interest then due on that Bond, by such check or draft. Any of those moneys which shall be held by the Bank, and which remain unclaimed by the Owner of a Bond for payment or check or draft not cashed for a period of three years after the due date thereof, shall be paid to the City or escheated under appropriate state escheat laws, whichever is applicable.

**Section 6.** The Bank shall be entitled to payments from the City of its fees and reasonable expenses for acting as Paying Agent, Transfer Agent and Registrar in accordance with the fee schedule attached hereto as Exhibit A, and such fees and expenses shall be paid notwithstanding that the Bonds have been refunded or otherwise refinanced at the time the payment is due. Payments made after December 31, 2026, shall be subject to annual appropriation by the City, and the Bank acknowledges that the obligation of the City to make such payments is from year to year and does not constitute a mandatory charge in any fiscal year beyond the current fiscal year. The Bank shall not be required to refund any amount of the payment in the event of any early termination of this Agreement. The Bank acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by the City's Revised Municipal Code, as amended.

**Section 7.** Within one year after the final maturity date of the Bonds, the Bank shall present a final statement and shall return any unclaimed funds to the City. Any cancelled portion of the Bonds and blank, unused certificates retained by the Bank shall be cancelled in accordance with the customary practices of the Bank and applicable retention laws.

**Section 8.** The Bank shall have no duty to disseminate or disclose information about the City or the Bonds pursuant to any statute, rule or regulation of the United States government, any of its agencies, or any statute, rule or regulation enacted by any state or political subdivision.

**Section 9.** The Bank, or any successor thereof, may resign at any time by giving prior written notice of such resignation to the City at its last known address and by first-class mail, postage prepaid to each Owner of the Bonds outstanding at their addresses as they last appear on the registration books of the City maintained by the Bank, and thereupon such duties as Paying Agent, Transfer Agent, and Registrar, as the case may be, shall cease not sooner than thirty (30) days following the City's receipt of such notice. The resignation shall take effect upon the City's appointment of a successor Paying Agent, Registrar and/or Transfer Agent, as the case may be. The City shall appoint a successor agent and, upon such successor appointment, the Bank, or such applicable successor Paying Agent, Transfer Agent and/or Registrar thereof, shall deliver to the appropriate and applicable successor agent all its funds, documents, files and records relating to the Bonds. In the event the City does not appoint a successor agent within 60 days following the giving of any such notice of removal, the removed Bank may petition any appropriate court having jurisdiction to appoint a successor Paying Agent, Transfer Agent and/or Registrar, as appropriate and applicable. The successor agent shall notify the Owner of the Bonds of any change in agents as soon as the successor agent is appointed. It shall not be required that the same institution serve as Paying Agent, Registrar and Transfer Agent for the Bonds, but the City shall have the right to have the same institution serve in all or any such capacities. The Bank, or any applicable successor Paying Agent, Transfer Agent and/or Registrar thereof, may be removed at any time in its capacity as Paying Agent, Registrar and/or Transfer Agent by the Treasurer, with or without cause, upon not less than thirty (30) days written notice to the Bank or such applicable successor Paying Agent, Transfer Agent and/or Registrar thereof.

**Section 10.** This Agreement shall terminate upon delivery of the final statement described in Section 7 hereof or upon removal of the Bank as provided in the Ordinance.

**Section 11.** The terms and conditions of this Agreement may be amended only by written agreement between the City and the Bank adopted in the same manner as this Agreement. The City shall file with the Bank certified copies of all future amendments to the Ordinance or other documents pertaining to the Bonds after the date of this Agreement.

**Section 12.** Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be successor to such Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding. In case the Bank, or any successor thereof, shall resign or shall be removed or shall become incapable of acting in its capacity as Paying Agent, Registrar and/or Transfer Agent or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator thereof or of its property shall be appointed, or if any public officer shall take charge or control thereof or of its property or affairs, a successor may be appointed by the Treasurer. The Treasurer shall cause notice of any such appointment to be mailed by first-class mail, postage prepaid to the Owners of each Bond Outstanding at their addresses as they

last appear on the registration books of the City maintained by the Bank. If no appointment of a successor shall be made within sixty (60) days after the giving of written notice or after the occurrence of any other event requiring or authorizing such appointment, the Treasurer shall serve as Paying Agent, Registrar and/or Transfer Agent, as the case may be, until a successor is appointed by the Treasurer. Any successor appointed under the provisions of this Section shall either be the Treasurer or an Insured Bank as defined in the Ordinance

**Section 13.** The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

**Section 14.** The Bank hereby notifies the City that, pursuant to the requirements of the Patriot Act, the Bank is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Bank.

**Section 15.** This Agreement is executed in Colorado and shall be construed and enforced in accordance with the laws of Colorado.

**Section 16.** The Bank shall indemnify and hold harmless the City against any liability for all claims, causes of action, costs, expenses, and judgments which have been finally adjudicated to have resulted from or arisen out of any violation of law by the Bank, or breach of this Agreement resulting from an act or omission of the Bank, its agents, or employees, which breach, act, or omission resulted from the gross negligence or willful misconduct of the Bank, its agent, or employees. The Bank shall not be liable for any special, consequential, or incidental damages, even if it has been advised of the possibility of the same.

**Section 17.** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations per person and per occurrence and all other rights, immunities and protections as provided by the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101, *et seq.*, as amended. The City cannot, and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Bank, its employees, officers, agents, or affiliates or any other person or entity whatsoever, for any purpose whatsoever regardless of any provisions to the contrary that may be contained in this Agreement. Moreover, the City, as a public fiduciary supported by tax moneys, in execution of its public trust, cannot and does not agree to waive any lawful or legitimate right to recover moneys lawfully due to it. Any such statement to the contrary that may be contained in this Agreement, including any documents incorporated by reference herein, shall be considered null and void. The Bank agrees that it shall not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City may have to recover actual lawful damages in any court of law under Colorado or other applicable law.

**Section 18.** In connection with the performance of the services under this Agreement, the Bank agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters

of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Bank shall insert the foregoing provision in all subcontracts related to the services provided hereunder.

**Section 19.** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Bank further agrees not to hire or contract for the services of any employee or officer of the City which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9, and 1.2.12.

**Section 20.** In the event of any conflict between the provisions of this Agreement and the provisions of the Ordinance, the provisions of the Ordinance shall be controlling.

**Section 21.** The Bank agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final termination of this Agreement, and upon reasonable notice to the Bank, have access to and the right to examine any directly pertinent books, documents, schedules, papers, charts, and records of the Bank, including all cost accounting records, involving matters or transactions in any way, related to this Agreement and the services provided hereunder.

**Section 22.** This Agreement shall be dated as of the date of the Bonds set forth above.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Paying Agent, Transfer Agent and Registrar have hereunto set their hands to this Paying Agent, Transfer Agent and Registrar Agreement as of the date first written above.

[SEAL]

CITY AND COUNTY OF DENVER,  
COLORADO

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk

Registered and Countersigned:

By: \_\_\_\_\_  
Chief Financial Officer, as the  
Manager of Finance/ex officio Treasurer

Approved as to Form:

By: \_\_\_\_\_  
Auditor

By: \_\_\_\_\_  
City Attorney

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Paying Agent and Registrar

By \_\_\_\_\_  
Authorized Officer

[Signature Page to Paying Agent and Registrar Agreement]

**EXHIBIT A**  
**to**  
**PAYING AGENT, REGISTRAR, AND TRANSFER AGENT AGREEMENT**