

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2018

COUNCIL BILL NO. 18-0743
Land Use, Transportation & Infrastructure

A BILL

For an ordinance authorizing the issuance of City and County of Denver, Colorado, Dedicated Tax Revenue Bonds, Series 2018A, and City and County of Denver, Colorado, Dedicated Tax Revenue Bonds, Taxable Series 2018B, for the purpose of financing and defraying the cost of acquiring, constructing, installing and improving the National Western Center campus, together with all necessary, incidental or appurtenant properties, facilities, equipment and costs; authorizing the execution of certain agreements and providing other details in connection therewith; ratifying action previously taken relating thereto; providing other matters relating thereto; and providing the effective date thereof.

(1) **WHEREAS**, the City and County of Denver (the "City"), Colorado (the "State"), is a municipal corporation duly organized and existing as a home rule city under Article XX of the State Constitution and under the Charter of the City (the "Charter") and is a political subdivision of the State;

(2) **WHEREAS**, all legislative powers possessed by the City, conferred by Article XX of the State Constitution, except as limited by the Charter, as from time to time amended, or otherwise existing by operation of law are vested in a board of councilmen, also known as the City Council (the "Council");

(3) **WHEREAS**, at the municipal election duly called and held in the City on November 2, 1999 (the "1999 Election"), a majority of electors of the City qualified to vote and voting thereon approved a ballot question authorizing the City to issue excise tax revenue bonds in the maximum amount of \$261,500,000, payable from designated portions of the City's Lodger's Tax (hereinafter defined), Food and Beverage Tax (hereinafter defined), and Auto Rental Tax (hereinafter defined), for the purpose of financing and/or refinancing the cost of acquiring, constructing and installing improvements to expand and improve the Colorado Convention Center, together with other facilities necessary therefor (the "Convention Center Project") and authorized the increase of the City's Lodger's Tax from 8.0% to 9.75% and the increase of the City's Auto Rental Tax from 5.5% to 7.25%, commencing on January 1, 2000 and until such bonds or obligations related thereto were no longer outstanding;

(4) **WHEREAS**, in order to finance the Convention Center Project pursuant to the authority conferred at the 1999 Election, the City has previously issued the (a) City and County of Denver, Colorado, Excise Tax Revenue Bonds (Colorado Convention Center Expansion Project),

1 Series 2001A (the "Series 2001A Bonds"), that were refunded, discharged and defeased in whole
2 with a portion of the proceeds of the Series 2009A Bonds (hereinafter defined), and are no longer
3 outstanding, and (b) the City and County of Denver, Colorado, Excise Tax Revenue Bonds
4 (Colorado Convention Center Expansion Project), Series 2001B (the "Series 2001B Bonds"), that
5 were refunded, discharged and defeased in whole with a portion of the proceeds of the Series
6 2005A Bonds (hereinafter defined), and are no longer outstanding;

7 (5) **WHEREAS**, in order to refinance the Series 2001A Bonds and the Series 2001B
8 Bonds, the City has previously issued (a) the City and County of Denver, Colorado, Excise Tax
9 Revenue Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), that were refunded,
10 defeased and discharged in whole with a portion of the proceeds of the Series 2016B Bonds
11 (hereinafter defined), and are no longer outstanding, and (b) the City and County of Denver,
12 Colorado, Excise Tax Revenue Refunding Bonds, Series 2009A (the "Series 2009A Bonds"), that
13 were refunded, defeased and discharged in whole with a portion of the proceeds of the Series
14 2016A Bonds (hereinafter defined), and are no longer outstanding;

15 (6) **WHEREAS**, at the municipal election duly called and held in the City on Tuesday,
16 November 3, 2015 (the "2015 Election"), a majority of electors of the City qualified to vote and
17 voting thereon approved a ballot question (the "2015 Ballot Question") authorizing the City to issue
18 bonds or other financial obligations in the maximum amount of \$778,000,000 for the purpose of
19 financing certain projects, including the National Western Center and the Colorado Convention
20 Center (collectively, the "Improvement Project"), with such bonds or other financial obligations to
21 be repaid from revenues derived from the City's Lodger's Tax, Auto Rental Tax and other legally
22 available revenues (excluding property taxes) as the Council may determine, and the 2015 Ballot
23 Question further provided that the expiration of the Lodger's Tax and the Auto Rental Tax at a rate
24 equal to 1.75% approved by the voters in 1999 be extended indefinitely (collectively, the "Excise
25 Tax Increases"), with the revenues from such taxes to be used to pay the debt authorized by the
26 2015 Ballot Question and the costs of operating, maintaining and improving the National Western
27 Center campus and the Colorado Convention Center and other tourism related projects;

28 (7) **WHEREAS**, in order to refinance the Series 2005A Bonds and the Series 2009A
29 Bonds and to finance a portion of the Improvement Project authorized pursuant to the 2015
30 Election, the City has previously issued, and there are currently outstanding, its (a) City and
31 County of Denver, Colorado, Dedicated Tax Revenue Refunding and Improvement Bonds, Series
32 2016A (the "Series 2016A Bonds") and its (b) City and County of Denver, Colorado, Dedicated Tax

1 Revenue Refunding and Improvement Bonds, Taxable Series 2016B (the “Series 2016B Bonds”
2 and together with the Series 2016A Bonds, the “Series 2016 Bonds”); and

3 (8) **WHEREAS**, the Council, in the name and on behalf of the City, has determined and
4 hereby declares that it is advantageous and in the best interest of the City and the inhabitants
5 thereof to issue dedicated tax revenue bonds pursuant to the Charter and the authority conferred
6 at the 2015 Election to finance a portion of the Improvement Project;

7 (9) **WHEREAS**, construction, acquisition and installation of the Improvement Project is
8 consistent with and in furtherance of the Comprehensive Plan of the City;

9 (10) **WHEREAS**, in order to finance a portion of the costs of the Improvement Project, the
10 City desires to issue its (a) City and County of Denver, Colorado, Dedicated Tax Revenue Bonds,
11 Series 2018A, dated their date of delivery (the “Series 2018A Bonds”), and its (b) City and County
12 of Denver, Colorado, Dedicated Tax Revenue Bonds, Taxable Series 2018B, dated their date of
13 delivery (the “Series 2018B Bonds” and together with the Series 2018A Bonds, the “Series 2018
14 Bonds”) as set forth herein and in the Sale Certificate (hereinafter defined);

15 (11) **WHEREAS**, the net proceeds of the Series 2018 Bonds will be used to finance a
16 portion of the Improvement Project relating to the National Western Center;

17 (12) **WHEREAS**, the Series 2018 Bonds are being issued pursuant to the authority
18 conferred at the 2015 Election;

19 (13) **WHEREAS**, the Series 2018 Bonds shall be secured by an irrevocable and first lien
20 (but not necessarily an exclusive first lien) on (a) the Excise Tax Increases, and (b) the Auto Rental
21 Tax at the rate of 5.50%, the Food and Beverage Tax (hereinafter defined) at the rate of 0.50%,
22 and the Lodger’s Tax at the rate of 6.25%, not including certain Excluded Taxes (hereinafter
23 defined) (collectively, the “Base Excise Taxes” and together with the Excise Tax Increases, the
24 “Pledged Excise Taxes”);

25 (14) **WHEREAS**, the Series 2018 Bonds will have a lien on the Pledged Excise Taxes that
26 will be on a parity with the lien thereon of the outstanding Series 2016 Bonds;

27 (15) **WHEREAS**, pursuant to Section 20-92 of the Revised Municipal Code of the City (the
28 “City Code”), the Manager of Finance, Chief Financial Officer, *ex-officio* Treasurer (the “Treasurer”)
29 has retained Hilltop Securities Inc. as financial advisor to assist the City and communicated such
30 retention in writing to the President of the Council, and the Clerk and Recorder, *ex-officio* Clerk (the
31 “Clerk”), of the City has read such communication to the Council;

32 (16) **WHEREAS**, before undertaking any action that obligates or could obligate the City
33 financially with regard to the issuance of any of the Series 2018 Bonds, the Treasurer has or will

1 provide the written notification to the Council required pursuant to Section 20-93 of the City Code,
2 the Clerk has or will read such notification to the Council at its next regularly scheduled meeting,
3 and the Treasurer will not take any action obligating the City to issue any of the Series 2018 Bonds
4 until at least fifteen (15) days after such reading relating to such Series 2018 Bonds;

5 (17) **WHEREAS**, the Council has determined and does hereby declare that it is necessary
6 and in the best interests of the City that the City undertake the financing of a portion of the
7 Improvement Project herein authorized and defray the costs thereof by issuing the Series 2018
8 Bonds and does hereby declare:

9 A. The public interest, safety and welfare require the issuance of the Series 2018
10 Bonds;

11 B. The Series 2018 Bonds shall be issued pursuant to the provisions of this
12 Ordinance and the Sale Certificate authorized hereby;

13 C. All acts, conditions and things required by law to exist, to have happened and
14 to have been performed as a condition to the issuance of the Series 2018 Bonds do or will exist,
15 have happened or will happen and have been or will be performed in regular and due time, form
16 and manner as required by law; and

17 D. The procedures and requirements of Article V, Chapter 20 of the City Code
18 have been or will be completely and timely met in respect of the negotiated sale of the Series 2018
19 Bonds to the Underwriters (hereinafter defined);

20 (18) **WHEREAS**, prior to the enactment hereof, there will have been filed with the Clerk
21 the proposed forms of the following documents with respect to the Series 2018 Bonds:

22 A. Bond Purchase Agreement between the City and the Underwriters for the
23 purchase of all of the Series 2018 Bonds (the "Bond Purchase Agreement") (Clerk File No.
24 2018- 0354-001);

25 B. Preliminary Official Statement relating to the Series 2018 Bonds (the
26 "Preliminary Official Statement") (Clerk File No. 2018-0354-002);

27 C. The Continuing Disclosure Undertaking executed by the City relating to the
28 Series 2018 Bonds (the "Continuing Disclosure Undertaking"), (Clerk File No. 2018-0354-003); and

29 D. The Paying Agent, Registrar and Transfer Agent Agreement between the City
30 and ZB, National Association dba Zions Bank, as Paying Agent, relating to the Series 2018 Bonds
31 (the "Paying Agent Agreement"), (Clerk File No. 2018-0354-004).
32

1 “Base Excise Taxes” means, collectively, (a) the Auto Rental Tax levied at the rate of
2 5.50% of the rentals or purchase price paid, (b) the Lodger’s Tax levied at the rate of 6.25% of the
3 purchase price paid or charged for purchasing such lodging, and (c) the Food and Beverage Tax
4 levied at the rate of 0.5% of the purchase price, except that the Excluded Taxes shall not be
5 included in such Base Excise Taxes.

6 “Base Excise Taxes Account” means the account by that name established within the
7 Revenue Fund pursuant to the Series 2016 Bond Ordinance and continued in Section 501 hereof.

8 “Beneficial Owners” means those Persons having beneficial ownership interests in
9 Series 2018 Bonds or registered in the name of the Securities Depository or a nominee therefor.

10 “Bond Fund” means the “City and County of Denver, Colorado, Dedicated Tax
11 Revenue Bonds, Bond Fund,” created in the Series 2016 Bond Ordinance and continued in
12 Section 501 hereof, which includes the Series 2018A Bond Fund Account and the Series 2018B
13 Bond Fund Account created pursuant to Section 501 of this Ordinance. A separate account within
14 the Bond Fund shall be created in connection with the issuance of any Additional Parity Bonds.

15 “Bond Insurance Policy” means, collectively, one or more insurance policies, if any,
16 issued by the Insurer to the City guaranteeing the scheduled payment of principal of and interest
17 on all or a portion of the Series 2018 Bonds when due, if set forth in the Sale Certificate.

18 “Bond Purchase Agreement” means the Bond Purchase Agreement for the Series
19 2018 Bonds dated its date of execution, between the City and the Underwriters.

20 “Bond Year” means the twelve (12) months commencing on the second day of
21 August of any calendar year and ending on the first day of August of the next succeeding calendar
22 year.

23 “Business Day” means any day other than a Saturday, Sunday or a day on which the
24 office of the Paying Agent, the Registrar or the Transfer Agent is authorized or required by law to
25 remain closed.

26 “Capital Appreciation Bonds” means any Series 2018A Bonds which do not bear
27 current interest, numbered from CA-1 upward and maturing as described in the Sale Certificate. If
28 the Sale Certificate does not provide for the issuance of Capital Appreciation Bonds, then all
29 references thereto in this Ordinance to Capital Appreciation Bonds shall have no force and effect.

30 “Charter” means the home rule charter of the City, as amended from time to time.

31 “City” means the City and County of Denver, Colorado.

32 “City Code” means the Revised Municipal Code of the City, as amended from time to
33 time.

1 “Clerk” means the Clerk and Recorder, ex-officio Clerk, of the City.

2 “Combined Average Annual Debt Service Requirements” means the sum of the
3 Average Annual Debt Service Requirements of all issues of the Series 2018 Bonds, Additional
4 Parity Bonds or Parity Securities or portions thereof for which the computation is being made.

5 “Combined Maximum Annual Debt Service Requirements” means the Maximum
6 Annual Debt Service Requirements of all Series 2018 Bonds, Additional Parity Bonds or Parity
7 Securities for which the computation is being made, treated as a single issue; provided, however,
8 that the Debt Service Requirements of the Series 2018 Bonds and the Debt Service Requirements
9 of any issue of Parity Securities shall be deemed not to include any amounts required to be paid by
10 the application of moneys in the Reserve Fund in accordance with the provisions of Section 505
11 hereof or in a reserve fund or account established by the ordinance authorizing the issuance of
12 such Parity Securities in accordance with the corresponding provisions of such ordinance.

13 “Commercial Paper Notes” means any bonds or notes (a) which have a stated
14 maturity date which is not more than 270 days after the date of issuance thereof and (b) are
15 designated as Commercial Paper Notes in the resolution or ordinance authorizing their issuance,
16 but does not include any credit facility obligations relating to such bonds or notes.

17 “Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking
18 executed by the City relating to the Series 2018 Bonds.

19 “Costs of Issuance Fund” means the “City and County of Denver, Colorado,
20 Dedicated Tax Revenue Bonds, Series 2018, Costs of Issuance Fund” created in Section 501
21 hereof and held by the Paying Agent. The Series 2018A Costs of Issuance Account and the
22 Series 2018B Costs of Issuance Account shall be maintained as accounts within the Costs of
23 Issuance Fund.

24 “Cost of the Improvement Project” means all costs, as designated by the City, of the
25 Improvement Project, or any interest therein, which cost, at the option of the City (except as may
26 be otherwise limited by law) may include all, any one or other portion of the incidental costs
27 pertaining to the Improvement Project, including, without limitation:

28 (1) All preliminary expenses or other costs advanced by the City or advanced by
29 the federal government, the State or by any other Person from any source, with the
30 approval of the Council, or any combination thereof, or otherwise;

31 (2) The costs of making surveys and tests, audits, preliminary plans, other plans,
32 specifications, estimates of costs and other preliminaries;

33 (3) The costs of contingencies;

1 (4) The costs of premiums on any builders' risk insurance and performance bonds
2 during the construction, installation and other acquisition of the Improvement Project, or a
3 reasonably allocated share thereof;

4 (5) The costs of appraising, printing, estimates, advice, inspection, other services
5 of engineers, architects, accountants, financial consultants, attorneys at law, clerical help
6 and other agents and employees;

7 (6) The costs of making, publishing, posting, mailing and otherwise giving any
8 notice in connection with the Improvement Project;

9 (7) The costs of the filing or recording of instruments and the cost of any title
10 insurance premiums;

11 (8) The costs of funding any construction loans and other temporary loans
12 pertaining to the Improvement Project and of the incidental expenses incurred in connection
13 with such loans;

14 (9) The costs of demolishing, removing, or relocating any buildings, structures, or
15 other facilities on land acquired for the Improvement Project, and of acquiring lands to which
16 such buildings, structures or other facilities may be moved or relocated;

17 (10) The costs of machinery and equipment;

18 (11) The costs of any properties, rights, easements or other interests in properties,
19 or any licenses, privileges, agreements and franchises;

20 (12) The costs of labor, material and obligations incurred to contractors, builders
21 and materialmen in connection with the acquisition and construction of the Improvement
22 Project;

23 (13) The costs of issuance of the Series 2018 Bonds; and

24 (14) All other expenses pertaining to the Improvement Project.

25 "Council" means the City Council of the City.

26 "Credit Facility" means the Reserve Fund Policy, if any, or a letter of credit, surety
27 bond, insurance policy, or similar instrument which may be credited to the Reserve Fund in lieu of
28 cash.

29 "Current Interest Bonds" means all of the Series 2018 Bonds except those which are
30 Capital Appreciation Bonds.

31 "Debt Service Requirements" means, for any period, the principal of and interest on
32 any designated bonds or other obligations, and in the case of Capital Appreciation Bonds, the
33 Appreciated Principal Amount; provided that the determination of the Debt Service Requirements

1 of any bonds or other obligations, including without limitation the Series 2018 Bonds, any
2 Additional Parity Bonds and any Parity Securities, shall assume the redemption and payment of
3 such bonds or other obligations on any applicable mandatory Redemption Dates. In any
4 computation relating to the issuance of Additional Parity Bonds or other Parity Securities required
5 by Section 703 hereof, there shall be excluded from the computation of Debt Service
6 Requirements any amounts in an escrow account (including the known minimum yield from any
7 investments) irrevocably committed to make such payments with respect to bonds or other
8 obligations deemed paid or no longer Outstanding as provided in this Ordinance and any proceeds
9 constituting capitalized interest.

10 When computing the Debt Service Requirements for any issue of Variable Rate
11 Bonds, it shall be assumed that any such securities Outstanding at the time of the computation will
12 bear interest during any period at the highest of (a) the actual rate on the date of calculation, or if
13 the securities are not yet outstanding, the initial rate (if established and binding), (b) if the
14 securities have been outstanding for at least twelve (12) months, the average rate over the twelve
15 (12) months immediately preceding the date of calculation, and (c) (i) if interest on the securities is
16 excludable from gross income under the applicable provisions of the Tax Code, the average of the
17 SIFMA Index during the preceding twelve (12) months plus one hundred (100) basis points, or (ii) if
18 interest is not so excludable, the interest rate on direct Federal Securities with comparable
19 maturities plus fifty (50) basis points. It is to be further assumed that any such Variable Rate
20 Bonds that may be tendered prior to maturity for purchase at the option of the owner thereof will
21 mature on their stated Maturity Dates or mandatory Redemption Dates.

22 For purposes of calculating the Debt Service Requirements, if a Parity Financial
23 Products Agreement has been entered into by the City with respect to the Series 2018 Bonds or
24 any Parity Securities, interest on the Series 2018 Bonds or such Parity Securities shall be included
25 in the calculation of such principal and interest by including for each Fiscal Year an amount equal
26 to the amount of interest payable on the Series 2018 Bonds or such Parity Securities in such Fiscal
27 Year during such period determined as hereinabove provided plus any Financial Products
28 Payments payable in any such Fiscal Year minus any Financial Products Receipts receivable in
29 any such Fiscal Year; provided that in no event shall any calculation made pursuant to this
30 sentence result in a number less than zero being included in the calculation of such interest.

31 In determining the amount of any Financial Products Payments or Financial Products
32 Receipts on any interest rate swaps or other similar Financial Products Agreement which Financial
33 Products Payments or Financial Products Receipts are based on interest rates which are not fixed

1 in percentage for the entire term of the Financial Products Agreement, such amount shall be
2 calculated by assuming such variable interest rate is a fixed interest rate equal to the average of
3 the daily interest rate for such Payments or Receipts under such Financial Products Agreement
4 during the twelve months preceding the calculation or during the time the Financial Products
5 Agreement has been in effect if less than twelve months and if such Financial Products Agreement
6 is not then in effect, the variable interest rate shall be deemed to be a fixed interest rate equal to
7 the average daily interest rate for such Payments or Receipts which would have been applicable if
8 such Financial Products Agreement had been in effect for the preceding twelve month period, all
9 as set forth in a certificate of the Treasurer.

10 In determining the amount of any Financial Products Payments or Financial Products
11 Receipts on any interest rate cap, floor, collar or other similar Financial Products Agreement with
12 respect to Parity Securities which are Variable Rate Bonds, such amount shall be calculated by
13 assuming the interest rate on the related Variable Rate Bonds will be a fixed interest rate equal the
14 average of the daily interest rate on such Variable Rate Bonds during the twelve months preceding
15 the calculation or during the time the Variable Rate Bonds are Outstanding if less than twelve
16 months and if such Variable Rate Bonds are not at the time of calculation Outstanding, the variable
17 interest rate shall be deemed to be a fixed interest rate equal to the average daily interest rate
18 which such Variable Rate Bonds would have borne if they had been Outstanding for the preceding
19 twelve month period as estimated by the Treasurer, all as set forth in a certificate of the Treasurer.
20 In determining the amount of any Financial Products Payments or Financial Products Receipts on
21 any interest rate cap, floor, collar or other similar Financial Products Agreement with respect to
22 Parity Securities bearing interest at a fixed rate, such amount shall be the amount payable or
23 receivable annually determined as of the date of issuance of the Parity Securities as set forth in a
24 certificate of the Treasurer.

25 For the purposes of this calculation, if Commercial Paper Notes are then Outstanding
26 or are the Additional Parity Bonds proposed to be issued, it shall be assumed that (a) the principal
27 amount of any Commercial Paper Notes Outstanding is the maximum authorized principal amount
28 of the Commercial Paper Notes, (b) the Commercial Paper Notes will mature in accordance with
29 the amortization schedule established in connection with the issuance of the Commercial Paper
30 Notes, or, if there is no established amortization schedule, it shall be assumed that the Commercial
31 Paper Notes will be amortized over a term of 30 years commencing in the year in which the
32 program authorizing the Commercial Paper Notes is implemented and with substantially level
33 annual debt service payments, and (c) the Commercial Paper Notes will bear interest on the

1 unpaid principal amount thereof at the fixed rate of interest equal to the Bond Buyer 30 Year
2 Revenue Index of 25 Revenue Bonds as published in the most recent issues of The Bond Buyer
3 (or any successor thereto) preceding the date of such determination or if such Index is no longer
4 published, of a comparable index selected by the Treasurer, and taking into consideration whether
5 such Commercial Paper Notes bear interest which is or is not excluded from gross income for
6 federal income tax purposes, all as set forth in a certificate of the Treasurer.

7 “Denver Convention Center Hotel” means the hotel that is located at 650 15th Street
8 in the City and adjacent to the Colorado Convention Center, which at the time of adoption of this
9 Ordinance is known as the Hyatt Regency Denver at Colorado Convention Center.

10 “Event of Default” means one of the events described in Section 1003 hereof.

11 “Excise Tax Increases” means, collectively, the Lodger’s Tax Increase and the Auto
12 Rental Tax Increase.

13 “Excise Tax Increases Account” means the account by that name established within
14 the Revenue Fund pursuant to the Series 2016 Bond Ordinance and continued in Section 501
15 hereof.

16 “Excise Taxes” means, collectively, the Lodger’s Tax, the Auto Rental Tax and the
17 Food and Beverage Tax.

18 “Excluded Taxes” means, collectively, (a) the Lodger’s Tax levied at the rate of
19 3.25% on the privilege of purchasing lodging at the Denver Convention Center Hotel, and (b) the
20 Auto Rental Tax levied at the rate of 3.50% on the short-term rental of automobiles at the Denver
21 Convention Center Hotel. The Excluded Taxes are not included in the Base Excise Taxes and are
22 not pledged to the payment of the 2018 Bonds.

23 “Federal Securities” means only bills, certificates of indebtedness, notes or bonds
24 which are direct obligations of, or the principal and interest of which obligations are unconditionally
25 guaranteed by the United States of America, which are non-callable and mature prior to the date
26 on which the proceeds thereof are needed to pay the Debt Service Requirements.

27 “Financial Products Agreement” means an interest rate swap, cap, collar, floor, other
28 hedging agreement, arrangement or security, however denominated, entered into by the City with
29 a Provider with respect to the Series 2018 Bonds or specific securities or as otherwise permitted by
30 State law and providing that any payments by the City thereunder are payable from a lien on all or
31 a portion of the Pledged Revenues and for the purpose of (i) reducing or otherwise managing the
32 City’s risk of interest rate changes or (ii) effectively converting the City’s interest rate exposure, in

1 whole or in part, from a fixed rate exposure to a variable rate exposure, or from a variable rate
2 exposure to a fixed rate exposure.

3 “Financial Products Payments” means payments periodically required to be paid to a
4 Provider by the City pursuant to a Financial Products Agreement but specifically excluding
5 Financial Products Termination Payments.

6 “Financial Products Receipts” means amounts periodically required to be paid to the
7 City by a Provider pursuant to a Financial Products Agreement but specifically excluding any
8 Financial Products Termination Payment.

9 “Financial Products Termination Payment” means any termination, settlement or
10 similar payments required to be paid upon an early termination of the Financial Products
11 Agreement as a result of any event of default or termination event thereunder.

12 “Fiscal Year” means the City’s fiscal year, which commences on January 1 of any
13 calendar year and ends on December 31 of the same calendar year.

14 “Food and Beverage Tax” means the sales and use taxes levied by Sections 53-21
15 through 53-70 and by Sections 53-91 through 53-138 of the City Code on prepared food and
16 beverages not exempted from taxation under Section 53-26(8) of the City Code.

17 “Improvement Project” means, collectively, any of the projects to be financed with the
18 proceeds of the Series 2018 Bonds as authorized at the 2015 Election.

19 “Independent Accountant” means any certified public accountant, or any firm of such
20 accountants, within the meaning of Section 12-2-115, Colorado Revised Statutes, as amended,
21 licensed to practice under the laws of the State, independent of the City and not an officer or
22 employee of the City but that may be regularly retained to make annual or similar audits of any
23 books or records of the City.

24 “Insured Bank” means a state or national bank or trust company whose deposits are
25 insured by the Federal Deposit Insurance Corporation and that is a member of the Federal
26 Reserve System, is located within the United States and that has a shareholders’ equity (i.e.,
27 capital stock, surplus and undivided profits), however denominated, of \$50,000,000 or more, or
28 such lesser amount as may be approved by the Insurer.

29 “Insurer” means the provider, if any, of the Bond Insurance Policy or the Reserve
30 Fund Policy, as the case may be, or any successor thereto.

31 “Interest Payment Date” means a date designated for the payment of interest on the
32 Series 2018 Bonds or any other designated securities.

1 “Lodger’s Tax” means those taxes levied by Sections 53-166 through 53-208 of the
2 City Code on the privilege of purchasing lodging.

3 “Lodger’s Tax Increase” means the Lodger’s Tax levied at the rate of 1.75% of the
4 purchase price paid or charged for purchasing such lodging, approved by the electors of the City at
5 the 1999 Election and extended by the electors of the City at the 2015 Election.

6 “Maturity Date” means a date designated for the payment of principal of the Series
7 2018 Bonds or any other designated securities at maturity.

8 “Maximum Annual Debt Service Requirements” means the maximum aggregate
9 amount of Debt Service Requirements (excluding redemption premiums) due on the Series 2018
10 Bonds, any Additional Parity Bonds or any other issue of Parity Securities in any Bond Year
11 beginning with the Bond Year in which Debt Service Requirements of the Series 2018 Bonds, any
12 Additional Parity Bonds or such Parity Securities are first payable after the computation date and
13 ending with the Bond Year in which the last of the Debt Service Requirements are payable.

14 “Mayor” means the Mayor of the City.

15 “Minimum Balance” means an amount equal to the transfer that will be required to be
16 made from the Revenue Fund to the Bond Fund in the succeeding month, as determined in
17 accordance with Section 504 hereof.

18 “Official Statement” means the Official Statement relating to the Series 2018 Bonds.

19 “Ordinance” means this Ordinance, as amended from time to time.

20 “Outstanding,” when used with reference to the Series 2018 Bonds or Parity
21 Securities and as of any particular date, means all the Series 2018 Bonds or Parity Securities
22 theretofore duly issued except: any Bond or Parity Security canceled by or on behalf of the City at
23 or before such date; any Bond or Parity Security deemed to have been paid within the meaning of
24 Section 901 hereof (or of any corresponding section of the ordinance or other enactment
25 authorizing the issuance of such Parity Security); and any Bond or Parity Security in lieu of or in
26 substitution for which another Bond or Parity Security shall have been executed and delivered
27 pursuant to Section 309 hereof (or to any corresponding sections of the ordinance or other
28 enactment authorizing the issuance of such Parity Security). For purposes of this Ordinance,
29 Series 2018 Bonds in respect of which the Insurer has paid principal and/or interest shall be
30 deemed to be Outstanding until such time as the Insurer has been reimbursed in full.

31 “Owner” means the registered owner of any Series 2018 Bond.

1 "Parity Financial Products Agreement" means any Financial Products Agreement
2 pursuant to which Financial Products Payments are payable from a lien on all or a portion of the
3 Pledged Revenues on a parity with the Series 2018 Bonds.

4 "Parity Securities" means the outstanding Series 2016 Bonds, and all other
5 outstanding bonds, notes, securities, leases or other obligations payable from all or a portion of the
6 Pledged Revenues and having a lien on all or a portion of the Pledged Revenues on a parity with
7 the lien thereon of the Series 2018 Bonds.

8 "Participants" means participating underwriters, securities brokers or dealers, banks,
9 trust companies, closing corporations or other persons or entities for which the Securities
10 Depository holds Series 2018 Bonds.

11 "Paying Agent" means ZB, National Association dba Zions Bank, a national banking
12 association, or such successor paying agent, as shall be appointed hereunder or under the Paying
13 Agent Agreement.

14 "Paying Agent Agreement" means the Paying Agent, Registrar and Transfer Agent
15 Agreement, between the City and the Paying Agent, dated the date of delivery of the Series 2018
16 Bonds, as amended from time to time.

17 "Permitted Investments" means such investments or reinvestments as are permitted
18 and authorized to be made by the Treasurer pursuant to the Charter and the City's investment
19 policy.

20 "Person" means any individual, corporation, partnership, joint venture, association,
21 joint stock company, trust, unincorporated organization or government or any agency or political
22 subdivision of a government.

23 "Pledged Excise Taxes" means, collectively, the Excise Tax Increases and the Base
24 Excise Taxes. The Pledged Excise Taxes do not include the Excluded Taxes.

25 "Pledged Revenues" means all revenues hereafter received by the City from time to
26 time from the Pledged Excise Taxes and all other moneys credited to the Revenue Fund, the Bond
27 Fund, and the Reserve Fund in accordance with the provisions hereof, subject to the terms and
28 provisions of this Ordinance.

29 "Policy Costs" means the principal amount of any claim paid by the Insurer under the
30 Reserve Fund Policy, reasonable expenses paid by the Insurer in connection therewith and
31 interest accrued on the foregoing at the rate specified in the Reserve Fund Policy.

32 "Preliminary Official Statement" means the Preliminary Official Statement, relating to
33 the Series 2018 Bonds.

1 “Project” means, collectively, the Improvement Project, funding the Reserve Fund (if
2 set forth in the Sale Certificate), and the costs of issuance of the Series 2018 Bonds.

3 “Project Fund” means the separate book accounts created by the City which shall be
4 under the control of the Treasurer, maintained to pay the Costs of the Improvement Project. The
5 Series 2018A Project Account and the Series 2018B Project Account shall be maintained as
6 accounts within the Project Fund. The City may establish additional accounts within the Project
7 Fund as determined by the City.

8 “Provider” means any financial institution or insurance company which is a party to a
9 Financial Products Agreement with the City.

10 “Record Date” means the 15th day (whether or not a Business Day) of the calendar
11 month next preceding each regularly scheduled interest payment date for the Series 2018 Bonds.

12 “Redemption Date” means a date designated in the Sale Certificate for optional or
13 mandatory sinking fund redemption of the Series 2018 Bonds or other designated securities.

14 “Registrar” means ZB, National Association dba Zions Bank, a national banking
15 association, or such successor registrar as shall be appointed hereunder or under the Paying
16 Agent Agreement.

17 “Reserve Fund” means either (a) the “City and County of Denver, Colorado,
18 Dedicated Tax Revenue Bonds, Reserve Fund” created pursuant to the Series 2016 Bond
19 Ordinance that secures the Series 2016 Bonds and which will also secure the Series 2018 Bonds
20 (if set forth in the Sale Certificate), or (b) a separate reserve fund established to secure the Series
21 2018 Bonds (if set forth in the Sale Certificate). Separate accounts may be created within the
22 Reserve Fund, as determined by the City. Amounts on deposit in the Reserve Fund shall secure
23 the payment of the Debt Service Requirements of the Series 2018 Bonds, and, at the option of the
24 City, any Parity Securities or Additional Parity Bonds secured thereby as provided herein and in
25 the Sale Certificate. The amount of proceeds that may be deposited into the Reserve Fund from
26 the Series 2018A Bonds shall not exceed the least of (a) 10% of the proceeds of the Series 2018A
27 Bonds, (b) 125% of the Average Annual Debt Service Requirements of the Series 2018A Bonds, or
28 (c) 100% of the Maximum Annual Debt Service Requirements of the Series 2018A Bonds. If the
29 Sale Certificate does not require that the Series 2018 Bonds are secured by a Reserve Fund, then
30 all references herein to the Reserve Fund and the Reserve Requirement shall be of no force and
31 effect.

1 “Reserve Fund Policy” means, collectively, one or more debt service reserve
2 insurance policies, if any, delivered by the Insurer to the City in connection with the Series 2018
3 Bonds or any Additional Parity Bonds or Parity Securities, as applicable.

4 “Reserve Requirement” means the amount set forth in the Sale Certificate. If the
5 Reserve Fund secures Additional Parity Bonds or Parity Securities, the Reserve Requirement shall
6 also include such additional amount as set forth in the ordinance, indenture or similar document
7 authorizing the issuance of such Additional Parity Bonds or Parity Securities. The Reserve
8 Requirement shall be computed or recomputed: (a) on the date of issuance of the Series 2018
9 Bonds and of any Additional Parity Bonds or other Parity Securities secured by the Reserve Fund,
10 (b) upon the application of amounts from the Reserve Fund to pay Debt Service Requirements of
11 the Series 2018 Bonds and any Additional Parity Bonds or Parity Securities secured thereby, as
12 provided in Section 505 hereof, (c) upon the defeasance or redemption of all or any portion of the
13 2018 Bonds or any Additional Parity Bonds or Parity Securities secured thereby, and (d) at any
14 other time as the City may determine.

15 “Revenue Fund” means the “City and County of Denver, Colorado, Dedicated Tax
16 Revenue Bonds, Pledged Revenue Fund,” created in the Series 2016 Bond Ordinance and
17 continued in Section 501 hereof.

18 “Sale Certificate” means a certificate executed by the Mayor or the Treasurer of the
19 City within one year after adoption of this Ordinance and on or before the date of delivery of the
20 Series 2018 Bonds setting forth the determinations that may be delegated to such officials
21 pursuant to Section 11-57-205(1) of the Supplemental Act and the Charter.

22 “Securities Depository” means The Depository Trust Company, New York, New York,
23 hereby designated as the depository for the Series 2018 Bonds, and includes any nominee or
24 successor thereof.

25 “Series 2016 Bond Ordinance” means Ordinance No. 0050, Series of 2016 of the City
26 that authorized the issuance of the Series 2016 Bonds.

27 “Series 2016 Bonds” mean, collectively, the Series 2016A Bonds and the Series
28 2016B Bonds.

29 “Series 2016A Bonds” means the City and County of Denver, Colorado, Dedicated
30 Tax Revenue Refunding and Improvement Bonds, Series 2016A, dated April 6, 2016, and issued
31 in the original aggregate principal amount of \$242,500,000.

1 “Series 2016B Bonds” means the City and County of Denver, Colorado, Dedicated
2 Tax Revenue Refunding and Improvement Bonds, Taxable Series 2016B, dated April 6, 2016, and
3 issued in the original aggregate principal amount of \$154,810,000.

4 “Series 2018 Bonds” means, collectively, the Series 2018A Bonds and the Series
5 2018B Bonds.

6 “Series 2018A Bond Fund Account” means the account of the Bond Fund of that
7 name created in Section 501 hereof that secures the payment of the Debt Service Requirements of
8 the Series 2018A Bonds.

9 “Series 2018B Bond Fund Account” means the account of the Bond Fund of that
10 name created in Section 501 hereof that secures the payment of the Debt Service Requirements of
11 the Series 2018B Bonds.

12 “Series 2018A Bonds” means the City and County of Denver, Colorado, Dedicated
13 Tax Revenue Bonds, Series 2018A, authorized to be issued pursuant to this Ordinance and the
14 Sale Certificate. If any Series 2018A Bonds are designated as Capital Appreciation Bonds, then
15 the Series 2018A Bonds shall consist of two subseries. Subseries A1 shall be all Series 2018A
16 Bonds that constitute Current Interest Bonds and subseries A2 shall be all Series 2018A Bonds
17 that constitute Capital Appreciation Bonds.

18 “Series 2018B Bonds” means the City and County of Denver, Colorado, Dedicated
19 Tax Revenue Bonds, Taxable Series 2018B, authorized to be issued pursuant to this Ordinance
20 and the Sale Certificate. All Series 2018B Bonds shall constitute Current Interest Bonds.

21 “Series 2018A Costs of Issuance Account” means the account of the Costs of
22 Issuance Fund of that name created in Section 501 hereof that is held by the Paying Agent and
23 applied to the payment of the costs of issuance of the Series 2018A Bonds.

24 “Series 2018B Costs of Issuance Account” means the account of the Costs of
25 Issuance Fund of that name created in Section 501 hereof that is held by the Paying Agent and
26 applied to the payment of the costs of issuance of the Series 2018B Bonds.

27 “Series 2018A Project Account” means the separate book account within the Project
28 Fund into which a portion of the proceeds of the Series 2018A Bonds will be deposited, in the
29 amount set forth in the Sale Certificate.

30 “Series 2018B Project Account” means the separate book account within the Project
31 Fund into which a portion of the proceeds of the Series 2018B Bonds will be deposited, in the
32 amount set forth in the Sale Certificate.

1 “Series 2018A Rebate Fund” means the “City and County of Denver, Colorado,
2 Dedicated Tax Revenue Bonds, Series 2018A, Rebate Fund,” created in Section 501 hereof and
3 referred to in Section 509 hereof.

4 “SIFMA Index” means the Securities Industry and Financial Markets Association
5 Municipal Swap Index, produced by Municipal Market Data, or if such index is not published, then
6 such other index selected by the Treasurer which reflects the yield of tax-exempt seven-day
7 variable rate demand bonds.

8 “Special Record Date” means a special date fixed to determine the names and
9 addresses of Owners of the Series 2018 Bonds for purposes of paying principal or interest not paid
10 when due or interest accruing after maturity.

11 “State” means the State of Colorado.

12 “Supplemental Act” means the Supplemental Public Securities Act, constituting Title
13 11, Article 57, Part 2, Colorado Revised Statutes, as amended.

14 “Tax Code” means the Internal Revenue Code of 1986, as amended to the date of
15 delivery of the Series 2018A Bonds, and any regulations promulgated thereunder.

16 “Tax Compliance Certificate” means the Tax Compliance and No Arbitrage Certificate
17 delivered by the City in connection with the initial issuance and delivery of the Series 2018A
18 Bonds, as modified from time to time pursuant to its terms.

19 “Transfer Agent” means ZB, National Association dba Zions Bank, a national banking
20 association, or such successor transfer agent as shall be appointed hereunder, or under the
21 Paying Agent Agreement.

22 “Treasurer” means the City’s Manager of Finance, Chief Financial Officer, ex-officio
23 Treasurer, or the Treasurer’s successor in functions, if any.

24 “Underwriters” means the underwriters or underwriters set forth in the Sale
25 Certificate.

26 “Variable Rate Bonds” means any securities issued with a variable, adjustable,
27 convertible or other similar interest rate which is not fixed in percentage for the entire term thereof
28 at the date of issue.

29 **B. Construction.** This Ordinance shall be construed as follows:

30 (i) The captions herein are for convenience only and in no way define, limit or
31 describe the scope or intent of any provision hereof.

32 (ii) Any Series 2018 Bonds held by the City shall not be deemed to be
33 Outstanding for the purpose of redemption or of consents hereunder.

1 (iii) Any inconsistency between the provisions of this Ordinance and those of any
2 applicable State statutes is intended by the Council. To the extent of any such inconsistency, the
3 provisions of this Ordinance shall be deemed made pursuant to the Charter and shall supersede to
4 the extent permitted by law the conflicting provisions of said statutes.

5 **Section 102. Successors.** All of the covenants, stipulations, obligations, and
6 agreements by or on behalf of and other provisions for the benefit of the City contained herein shall
7 bind and inure to the benefit of any successors of the City and shall bind and inure to the benefit of
8 any officer, board, district, commission, authority, agent, or instrumentality to whom or to which
9 there shall be transferred by or in accordance with law any right, power, or duty of the City or of
10 their respective successors, if any, the possession of which is necessary or appropriate in order to
11 comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

12 **Section 103. Parties Interested Herein.** Except as herein otherwise expressly
13 provided, nothing herein is intended or shall be construed to confer upon or to give to any Person,
14 other than the City, the Paying Agent, the Registrar, the Transfer Agent, the Insurer and the
15 Owners from time to time of the Series 2018 Bonds, any right, remedy, or claim hereunder. All the
16 covenants, stipulations, promises and agreements herein contained by and on behalf of the City
17 shall be for the sole and exclusive benefit of the City, the Paying Agent, the Registrar, the Transfer
18 Agent, the Insurer, and the Owners of the Series 2018 Bonds.

19 **Section 104. Ratification.** All action heretofore taken (not inconsistent with the
20 provisions of this Ordinance) by the officers and employees of the City in respect of the sale and
21 delivery of the Series 2018 Bonds for that purpose is hereby ratified, approved, and confirmed,
22 including, without limitation, the preparation and distribution of the Preliminary Official Statement.

23 **Section 105. Ordinance Irrepealable.** In consideration of the purchase and
24 acceptance of any Series 2018 Bonds by those who own the same from time to time, this
25 Ordinance shall constitute an irrevocable contract between the City and the Owners of the Series
26 2018 Bonds; and this Ordinance shall be and remain irrepealable until the Series 2018 Bonds shall
27 be fully paid, canceled or discharged, as herein provided.

28 **Section 106. Severability.** If any provision of this Ordinance shall be held invalid or
29 unenforceable, such holding shall not affect any other provisions hereof.

30 **Section 107. Effective Date.** This Ordinance shall become effective immediately
31 upon its final passage and publication, as provided by the Charter.

32 **Section 108. Publication.** The bill for this Ordinance is hereby authorized and
33 directed to be published as provided in the Charter.

1 2018 Bonds shall not constitute or become a debt or indebtedness of the City within the meaning
2 of any constitutional, statutory or Charter provision or limitation; and the Series 2018 Bonds shall
3 not be considered or held to be general obligations of the City and shall not be payable from the
4 proceeds of general property taxes of the City, but shall constitute its special and limited
5 obligations. The full faith and credit of the City is not pledged for the payment of the principal of,
6 interest on or any premium due in connection with the redemption of the Series 2018 Bonds.

7 **Section 207. Character of Agreement.** Except to the extent provided herein, none
8 of the covenants, agreements, representations and warranties contained herein or in the Series
9 2018 Bonds shall ever impose or be construed as imposing any liability, obligation or charge
10 against the City or its general credit, payable out of its general funds or out of any other funds
11 except those referred to herein.

12 **Section 208. No Pledge of Property.** The payment of the Series 2018 Bonds is not
13 secured by an encumbrance, mortgage or other pledge of any property, except the Pledged
14 Revenues to the extent herein provided.

15 **Section 209. Approvals and Authorization.**

16 A. The Continuing Disclosure Undertaking and the Paying Agent Agreement are hereby
17 approved in substantially the form filed with the Clerk, provided that such documents may be
18 completed, corrected or revised as deemed necessary by the parties thereto in order to carry out
19 the purposes of this Ordinance.

20 B. The Bond Purchase Agreement is hereby approved in substantially the form on file
21 with the Clerk, and the Series 2018 Bonds shall be sold to the Underwriters upon the terms,
22 conditions, and provisions set forth in the Bond Purchase Agreement and the Sale Certificate. The
23 Mayor and the Treasurer shall each have the independent authority pursuant to the Charter and
24 the Supplemental Act to accept the proposal of the Underwriters to purchase the Series 2018
25 Bonds and to execute the Bond Purchase Agreement and the Sale Certificate in connection
26 therewith, within one year of the adoption of this Ordinance, subject to the parameters and
27 restrictions contained in this Ordinance. The Bond Purchase Agreement may be completed,
28 corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes
29 of this Ordinance.

30 C. The printing, distribution, including by electronic means, and use of the Preliminary
31 Official Statement in substantially the form on file with the Clerk is hereby approved, with such
32 amendments, additions and deletions as are in accordance with the facts and not inconsistent
33 herewith. The Preliminary Official Statement is hereby deemed by the Council to be final as of its

1 date within the meaning of Rule 15c2-12(b)(1) of the U.S. Securities and Exchange Commission.
2 The Treasurer is authorized to prepare or cause to be prepared, and the Mayor and the Treasurer
3 are authorized and directed to approve, on behalf of the City, and execute a final Official Statement
4 for use in connection with the offering and sale of the Series 2018 Bonds in substantially the form
5 of the Preliminary Official Statement, but with such amendments, additions and deletions as are in
6 accordance with the facts and not inconsistent herewith. The execution of a final Official
7 Statement by the Mayor and the Treasurer shall be conclusively deemed to evidence the approval
8 of the form and contents thereof by the City.

9 D. The Mayor and the Treasurer are each independently authorized to execute and
10 deliver any documents necessary to obtain the Bond Insurance Policy and the Reserve Fund
11 Policy, if so determined in the Sale Certificate.

12 E. The Mayor, the Auditor of the City, the Clerk, the Treasurer, and other officers and
13 employees of the City are hereby independently authorized and directed to take all action
14 necessary or appropriate to effect the provisions of this Ordinance, including without limiting the
15 generality of the foregoing, executing, attesting, authenticating and delivering for and on behalf of
16 the City the Series 2018 Bonds and such other agreements, instruments, certificates and opinions
17 as may be required to implement the transactions contemplated hereby, or as may otherwise be
18 reasonably required by Co-Bond Counsel or the Underwriters, and the taking of such other action
19 in cooperation with Co-Bond Counsel or the Underwriters as they may reasonably request to
20 qualify the Series 2018 Bonds for offer and sale under the securities laws and regulations of such
21 states and other jurisdictions of the United States as the Underwriters may designate.

22 F. The execution of any document or instrument by the appropriate officers of the City
23 herein authorized shall be conclusive evidence of the approval by the City of such document or
24 instrument in accordance with the terms hereof.

25 **ARTICLE III**

26 **AUTHORIZATION, TERMS, EXECUTION, FORM AND** 27 **ISSUANCE OF SERIES 2018 BONDS**

28 **Section 301. Authorization and Authority for the Series 2018 Bonds.** To finance
29 a portion of the Costs of the Improvement Project, to pay the costs of issuance of the Series 2018
30 Bonds and to fund the Reserve Fund (if set forth in the Sale Certificate), the City hereby authorizes
31 the issuance of the Series 2018 Bonds. Pursuant to Article XX, Section 6 of the Colorado
32 Constitution, the Charter, the City Code, the 2015 Election, and the provisions of the Supplemental
33 Act, the City is authorized by Council action to issue the Series 2018 Bonds.

1 **Section 302. Delegation.** Pursuant to the Charter and Section 11-57-205 of the
2 Supplemental Act, the Council hereby delegates to each of the Mayor or the Treasurer the
3 authority to independently sign a contract for the purchase of the Series 2018 Bonds or to accept a
4 binding bid for the Series 2018 Bonds and to execute any agreement in connection therewith, and
5 the Council hereby further delegates to each of the Mayor or the Treasurer the authority to
6 independently make any determination delegable pursuant to Section 11-57-205(1) of the
7 Supplemental Act, in relation to the Series 2018 Bonds, and to execute a Sale Certificate setting
8 forth such determinations, subject to the parameters and restrictions contained herein, with such
9 delegation to be effective for one year after adoption of this Ordinance.

10 At the time the Mayor or the Treasurer, as the case may be, signs a contract or accepts a
11 binding bid for the Series 2018 Bonds, the Mayor or the Treasurer shall also simultaneously
12 execute the Sale Certificate. If it is determined in the Sale Certificate that all or any portion of the
13 Series 2018 Bonds will be secured by one or more assurances of payment with a third party, the
14 Mayor or the Treasurer shall each have the independent authority to determine the terms of any
15 such agreement with the third party providing such assurance of payment, and the appropriate
16 officers and employees of the City shall have the authority to execute and deliver any such
17 agreement with such third party. If it is determined in the Sale Certificate that no Bond Insurance
18 Policy or Reserve Fund Policy will be obtained, all references herein to the Insurer, the Bond
19 Insurance Policy or the Reserve Fund Policy, as the case may be, shall be of no force and effect.

20 **Section 303. Series 2018 Bond Details; Parameters.** The Series 2018 Bonds shall
21 be issued as two series in fully registered form and shall initially be registered in the name of Cede
22 & Co., as nominee for the Securities Depository. Purchases by Beneficial Owners of the Series
23 2018 Bonds shall be made in book-entry form. The Current Interest Bonds shall be issued in
24 denominations of \$5,000 or any integral multiple thereof (provided that no Current Interest Bond
25 may be in a denomination which exceeds the principal coming due on any maturity date). The
26 Capital Appreciation Bonds shall be issued in denominations of \$5,000 of value at maturity or any
27 integral multiple thereof (provided that no Capital Appreciation Bond may be in a denomination
28 which exceeds the Appreciated Principal Amount coming due on any maturity date). The
29 Beneficial Owners of the Series 2018 Bonds shall not receive certificates evidencing their interests
30 in the Series 2018 Bonds. No Series 2018 Bond shall be made payable on more than one Maturity
31 Date.

32 Pursuant to the recommendations of the Committee on Uniform Security
33 Identification Procedures, CUSIP numbers may be printed on the Series 2018 Bonds.

1 The Series 2018 Bonds shall be dated their date of delivery, mature, be payable,
2 bear interest payable to the Owners of the Series 2018 Bonds from their date to maturity or prior
3 redemption, be subject to redemption, and be sold, all as provided in the Sale Certificate; provided
4 that:

- 5 (i) the Series 2018A Bonds shall mature no later than August 1, 2048, and the
6 Series 2018B Bonds shall mature no later than August 1, 2038;
- 7 (ii) the true interest cost of the Series 2018A Bonds that constitute Current
8 Interest Bonds shall not exceed 5.25%, the true interest cost of the Series
9 2018A Bonds that constitute Capital Appreciation Bonds shall not exceed
10 5.25%, and the true interest cost of the Series 2018B Bonds shall not exceed
11 5.75%;
- 12 (iii) the total aggregate principal amount of the Series 2018 Bonds shall not
13 exceed \$300,000,000;
- 14 (iv) the combined maximum annual repayment costs and total repayment cost of
15 (a) the Series 2016 Bonds that were allocated to the Improvement Project and
16 (b) the Series 2018 Bonds shall not exceed the amount authorized in the 2015
17 Ballot Question and in the notice of election sent to the voters in connection
18 with the 2015 Election; and
- 19 (v) the maximum underwriters' discount for the Series 2018 Bonds shall be 0.35%
20 of the original principal amount of the Series 2018 Bonds.

21 The Sale Certificate may set forth, among other things, (i) the aggregate principal
22 amount of Current Interest Bonds, and the initial principal amount of the Capital Appreciation
23 Bonds and denominations of the Series 2018 Bonds; (ii) the rates of interest on the Bonds; (iii) the
24 existence and amount of any capitalized interest or reserve fund; (iv) the price at which the Series
25 2018 Bonds will be sold; (v) the conditions on which and the prices at which such Bonds may be
26 called for prior redemption; (vi) the amount of principal of the Current Interest Bonds maturing on
27 each date and the Appreciated Principal Amount of the Capital Appreciation Bonds (a portion of
28 which represents compounded interest) maturing on each date; (vii) the dates on which principal
29 and interest will be compounded and paid and the first interest payment or compounding date; (viii)
30 whether any portion of the Series 2018A Bonds will be issued as Capital Appreciation Bonds; (ix)
31 whether all or any portion the 2018 Bonds shall be secured by a municipal bond insurance policy;
32 and (x) any other finding or determination authorized under the Supplemental Act, all subject to the
33 parameters and restrictions contained in this Ordinance.

1 Interest on the Current Interest Bonds shall be calculated on the basis of a 360-day
2 year of twelve 30-day months, payable semiannually on February 1 and August 1, commencing on
3 the date provided in the Sale Certificate. The Capital Appreciation Bonds shall bear interest from
4 their dated date compounded on each February 1 and August 1, commencing on the date provided
5 in the Sale Certificate, payable only upon maturity.

6 If the principal of or interest on any Series 2018 Bond is not paid as provided herein,
7 interest shall be payable on such unpaid principal or interest at the interest rate specified in the
8 Series 2018 Bond until such unpaid principal or interest is paid in full.

9 All references to "interest" on any Series 2018 Bond in this Ordinance or in the Sale
10 Certificate shall, with respect to the Capital Appreciation Bonds, unless the context clearly
11 indicates otherwise, refer to the excess of the Appreciated Principal Amount over the original
12 principal amount of such Capital Appreciation Bond, as of any relevant date. All references herein
13 to "principal" of Series 2018 Bonds, when applied to the Capital Appreciation Bonds, shall be
14 construed to mean the original principal amount thereof (rather than the Appreciated Principal
15 Amount). All references herein to "principal of and accrued interest on" Series 2018 Bonds, or
16 words of similar import, when applied to the Capital Appreciation Bonds, shall be construed to
17 mean the Appreciated Principal Amount of the Capital Appreciation Bonds as of the relevant date.

18 The principal or Appreciated Principal Amount, as the case may be, of, interest on
19 and any premium due in connection with the redemption of the Series 2018 Bonds shall be
20 payable in lawful money of the United States of America to the registered Owners of the Series
21 2018 Bonds by the Paying Agent. The principal or Appreciated Principal Amount, as the case may
22 be, and the final installment of interest shall be payable to the Owner of each Series 2018 Bond
23 upon presentation and surrender thereof at maturity or upon prior redemption by check or draft
24 mailed to the Owner at the address appearing on the registration books of the City maintained by
25 the Registrar or by wire transfer to such bank or other depository located within the United States
26 as the Owner shall designate in writing to the Paying Agent. Except as hereinbefore and
27 hereinafter provided, interest on any Current Interest Bond shall be payable to the Owner of each
28 Series 2018 Bond determined as of the close of business on the Record Date irrespective of any
29 transfer of ownership of the Series 2018 Bond subsequent to the Record Date and prior to such
30 Interest Payment Date by check or draft or wire transfer directed to such Owner as aforesaid.
31 Interest on the Capital Appreciation Bonds shall be payable to the Owner thereof upon
32 presentation and surrender thereof upon maturity. If any Series 2018 Bond shall not be paid upon
33 such presentation and surrender at maturity, it shall continue to draw interest at the rate borne by

1 said Series 2018 Bond until the principal thereof, or the Appreciated Principal Amount thereof, as
2 the case may be, is paid in full.

3 Any principal or interest not paid when due and any interest accruing after maturity
4 shall be payable to the Owner of each Series 2018 Bond entitled to receive such principal or
5 interest determined as of the close of business on the Special Record Date, irrespective of any
6 transfer of ownership of the Series 2018 Bond subsequent to the Special Record Date and prior to
7 the date fixed by the Paying Agent for the payment of such principal or interest, by check or draft
8 or wire transfer directed to such Owner as aforesaid. Notice of the Special Record Date and of the
9 date fixed for the payment of such principal or interest shall be given by sending a copy thereof by
10 certified or registered first-class postage prepaid mail at least fifteen (15) days prior to the Special
11 Record Date to the Owner of each Series 2018 Bond upon which principal or interest will be paid
12 determined as of the close of business on the day preceding such mailing at the address
13 appearing on the registration books of the City. Any premium shall be payable to the Owner of
14 each Series 2018 Bond redeemed upon presentation and surrender thereof upon prior redemption
15 by check or draft or wire transfer directed to such Owner as aforesaid. So long as the Owner of
16 any Series 2018 Bond is the Securities Depository or a nominee therefor, the Securities Depository
17 shall disburse any payments received, through Participants or otherwise, to the Beneficial Owners.
18 If the date for making any payment or giving any notice is not a Business Day, such payment or
19 notice shall be made or given on the next succeeding Business Day.

20 Neither the City nor the Paying Agent shall have any responsibility or obligation for
21 the payment to any Participant, any Beneficial Owner or any other Person (except an Owner of
22 Series 2018 Bonds) of the principal of, interest on or any premium due in connection with the
23 Series 2018 Bonds.

24 Notwithstanding the foregoing provisions or any other provisions of this Ordinance to
25 the contrary, so long as the Series 2018 Bonds are held in book-entry form, the payment,
26 registration, exchange, transfer and redemption provisions of the Series 2018 Bonds shall conform
27 to the requirements of the Securities Depository.

28 **Section 304. Prior Redemption.** The Series 2018 Bonds shall be subject to optional
29 redemption prior to their respective Maturity Dates as set forth in the Sale Certificate.

30 The Series 2018 Bonds may also be subject to mandatory sinking fund redemption if
31 so determined in the Sale Certificate.

32 Series 2018 Bonds that are redeemable prior to their respective Maturity Dates may
33 be redeemed in part as set forth in the Sale Certificate. In such case the Series 2018 Bond shall

1 be surrendered in the manner provided for transfers of ownership. Upon payment of the
2 redemption price the Owner shall receive a new Series 2018 Bond or Series 2018 Bonds of
3 authorized denominations in aggregate principal amount equal to the unredeemed portion of the
4 Series 2018 Bond surrendered.

5 **Section 305. Notice of Redemption.** Unless waived by the Owners of any Series
6 2018 Bonds to be redeemed, notice of redemption shall be given by the Paying Agent in the name
7 of the City by sending a copy thereof by first-class postage prepaid mail, electronic means, or such
8 other means as may be required by the Securities Depository, not less than thirty (30) days or
9 more than sixty (60) days prior to the Redemption Date to the Owner of each of the Series 2018
10 Bonds being redeemed determined as of the close of business on the day preceding the giving of
11 such notice at the address appearing on the registration books of the City. Such notice shall
12 specify: (i) the number or numbers of the Series 2018 Bonds to be redeemed, whether in whole or
13 in part; (ii) the principal amounts thereof; (iii) the CUSIP numbers of the Series 2018 Bonds to be
14 redeemed; (iv) the date the Series 2018 Bonds were originally issued; (v) the rate of interest borne
15 by each Series 2018 Bond to be redeemed; (vi) the maturity date of each Series 2018 Bond to be
16 redeemed; (vii) the date fixed for redemption; (viii) that on the Redemption Date there will be due
17 and payable upon each Series 2018 Bond or part thereof so to be redeemed at the office of the
18 Paying Agent the principal amount or part thereof plus accrued interest thereon to the Redemption
19 Date and that from and after such date interest will cease to accrue; and, (ix) any other descriptive
20 information determined by the City or the Paying Agent to be necessary to identify accurately the
21 Series 2018 Bonds being redeemed. In addition, the Paying Agent is hereby authorized and
22 directed to give such other or further notice as may be required by law and to comply with any
23 operational procedures and requirements of the Securities Depository relating to redemption of
24 Series 2018 Bonds and notice thereof. Failure to give any notice as aforesaid or any defect in
25 any notice so sent with respect to any Series 2018 Bond shall not affect the validity of the
26 redemption proceedings with respect to any Series 2018 Bond.

27 On or prior to the Redemption Date, the City shall deposit with the Paying Agent
28 sufficient funds to redeem any Series 2018 Bonds called for prior redemption on the Redemption
29 Date. Upon such deposit, the Series 2018 Bonds or portions thereof to be redeemed shall be due
30 and payable on the Redemption Date, and on the Redemption Date interest shall cease to accrue
31 thereon. Any Series 2018 Bonds redeemed prior to their respective maturity dates by call for prior
32 redemption or otherwise shall not be reissued and shall be canceled the same as Series 2018
33 Bonds paid at or after maturity.

1 Notwithstanding the provisions of this section, any notice of redemption may contain
2 a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or
3 before the date fixed for redemption sufficient to pay the redemption price of the Series 2018
4 Bonds called for redemption, and that if such funds are not available, such redemption shall be
5 cancelled by written notice to the Owners of such Series 2018 Bonds called for redemption in the
6 same manner as the original redemption notice was sent.

7 **Section 306. Negotiability.** Subject to the registration and payment provisions
8 herein provided, the Series 2018 Bonds shall be fully negotiable within the meaning of and for the
9 purposes of the Uniform Commercial Code -- Investment Securities, and each Owner shall
10 possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial
11 Code -- Investment Securities.

12 **Section 307. Execution and Authentication of Series 2018 Bonds.** The Series
13 2018 Bonds shall be executed in the name and on behalf of the City with the manual or facsimile
14 signature of the Mayor, shall be sealed with the manual or facsimile impression of the seal of the
15 City and attested with the manual or facsimile signature of the Clerk and shall be registered and
16 countersigned with the manual or facsimile signature of the Auditor of the City. Each Series 2018
17 Bond shall be authenticated with the manual signature of the Registrar. The Series 2018 Bonds
18 bearing the manual or facsimile signatures of the officers in office at the time of the authorization
19 thereof shall be the valid and binding obligations of the City, subject to the requirement of
20 authentication by the Registrar, notwithstanding that before the delivery thereof and payment
21 therefor or before the transfer or exchange thereof any or all or the Persons whose manual or
22 facsimile signatures appear thereon shall have ceased to fill their respective offices. No Series
23 2018 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit
24 under this Ordinance unless the certificate of authentication on such Series 2018 Bond shall have
25 been duly executed by the Registrar, and such executed certificate upon any such Series 2018
26 Bond shall be conclusive evidence that such Series 2018 Bond has been authenticated and
27 delivered under this Ordinance.

28 **Section 308. Registration, Transfer and Exchange of Series 2018 Bonds.** Upon
29 their execution and authentication and prior to their delivery, the Series 2018 Bonds shall be
30 registered for the purpose of payment of principal and interest with the Registrar.

31 Neither the City nor the Registrar shall have any responsibility or obligation with
32 respect to the accuracy of the records of the Securities Depository or a nominee therefor or any
33 Participant with respect to any ownership interest in the Series 2018 Bonds or the delivery to any

1 Participant, Beneficial Owner or any other person of any notice with respect to the Series 2018
2 Bonds.

3 The Series 2018 Bonds shall be transferable only upon the registration books of the
4 City by the Transfer Agent, at the request of the Owner thereof or his, her or its duly authorized
5 attorney-in-fact or legal representative. A Series 2018 Bond may be transferred upon surrender
6 thereof together with a written instrument of transfer duly executed by the Owner or his, her or its
7 duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the
8 Transfer Agent. The Transfer Agent shall not be required to transfer ownership of any Series 2018
9 Bond during the fifteen (15) days prior to giving any notice of redemption for any Series 2018 Bond
10 or to transfer ownership of any Series 2018 Bond selected for redemption on or after the date of
11 such notice. The Owner of any Series 2018 Bond or Series 2018 Bonds may also exchange such
12 Series 2018 Bond or Series 2018 Bonds for another Series 2018 Bond or Series 2018 Bonds of
13 authorized denominations. Transfers and exchanges shall be made without charge, except that
14 the Transfer Agent may require payment of a sum sufficient to defray any tax or other
15 governmental charge that may hereafter be imposed in connection with any transfer or exchange
16 of Series 2018 Bonds. No transfer of any Series 2018 Bond shall be effective until entered on the
17 registration books of the City. In the case of every transfer or exchange, the Registrar shall
18 authenticate and the Transfer Agent shall deliver to the new Owner a new Series 2018 Bond or
19 Series 2018 Bonds of the same aggregate principal amount or Appreciated Principal Amount, as
20 the case may be, maturing in the same year and bearing interest at the same per annum rate as
21 the Series 2018 Bond or Bonds surrendered. Such Series 2018 Bond or Series 2018 Bonds shall
22 be dated as of their date of authentication. New Series 2018 Bonds delivered upon any transfer or
23 exchange shall be valid obligations of the City, evidencing the same obligations as the Series 2018
24 Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security
25 and benefits hereof to the same extent as the Series 2018 Bonds surrendered. The City may
26 deem and treat the Person in whose name any Series 2018 Bond is last registered upon the books
27 of the City as the absolute Owner thereof for the purpose of receiving payment of the principal or
28 Appreciated Principal Amount, interest on and any premium due in connection with the redemption
29 of such Series 2018 Bond and for all other purposes, and all such payments so made to such
30 Person or upon his, her or its order shall be valid and effective to satisfy and discharge the liability
31 of the City upon such Series 2018 Bond to the extent of the sum or sums so paid, and the City
32 shall not be affected by any notice to the contrary.

1 Neither the City nor the Transfer Agent shall have any responsibility or obligation with
2 respect to the accuracy of the records of the Securities Depository or its Participants regarding any
3 ownership interest in the Series 2018 Bonds or transfers thereof.

4 The City may remove the Securities Depository and the Securities Depository may
5 resign by giving sixty (60) days' written notice to the other of such removal or resignation.
6 Additionally, the Securities Depository shall be removed sixty (60) days after receipt by the City of
7 written notice from the Securities Depository to the effect that the Securities Depository has
8 received written notice from Participants having interests, as shown in the records of the Securities
9 Depository, in an aggregate principal amount of not less than 50% of the aggregate principal
10 amount of the then outstanding Series 2018 Bonds to the effect that the Securities Depository is
11 unable or unwilling to discharge its responsibilities or a continuation of the requirement that all of
12 the outstanding Series 2018 Bonds be registered in the name of the Securities Depository or a
13 nominee therefor is not in the best interests of the Beneficial Owners. Upon the removal or
14 resignation of the Securities Depository, the Securities Depository shall take such action as may be
15 necessary to assure the orderly transfer of the computerized book-entry system with respect to the
16 Series 2018 Bonds to a successor securities depository or if no successor securities depository is
17 appointed as herein provided, the transfer of the Series 2018 Bonds in certificate form to the
18 Beneficial Owners or their designees. Upon the giving of notice by the City of the removal of the
19 Securities Depository, the giving of notice by the Securities Depository of its resignation or the
20 receipt by the City of notice with respect to the written notice of Participants referred to herein, the
21 City may, within sixty (60) days after the giving of such notice, appoint a successor securities
22 depository upon such terms and conditions as the City shall impose. Any such successor
23 securities depository shall at all times be a registered clearing agency under the Securities and
24 Exchange Act of 1934, as amended, or other applicable statute or regulation, and in good standing
25 thereunder. If the City fails to appoint a successor securities depository within such time period,
26 the Series 2018 Bonds shall no longer be restricted to be registered in the name of the Securities
27 Depository or a nominee therefor, but may be registered in whatever name or names Owners
28 transferring or exchanging Series 2018 Bonds shall designate.

29 **Section 309. Lost or Stolen Series 2018 Bonds.** If any Series 2018 Bond shall be
30 lost, stolen, destroyed or mutilated, the Transfer Agent shall, upon receipt of such evidence,
31 information, indemnity and reimbursement for expenses relating thereto as it and the City may
32 reasonably require, authenticate and deliver a replacement Series 2018 Bond or Series 2018
33 Bonds of the same aggregate principal amount, or Appreciated Principal Amount, as the case may

1 be, interest rate and Maturity Date, bearing a number or numbers not previously assigned. If such
2 lost, stolen, destroyed or mutilated Series 2018 Series Bond shall have become due and payable
3 or is about to become due and payable, the Paying Agent may pay such Series 2018 Bond in lieu
4 of replacement.

5 **Section 310. Delivery and Cancellation of Series 2018 Bonds.** The officers of the
6 City are authorized to deliver to the Registrar fully executed unauthenticated Series 2018 Bonds in
7 such quantities as may be convenient to be held in custody by the Registrar pending use as herein
8 provided.

9 Whenever any Series 2018 Bond shall be surrendered to the Paying Agent upon
10 payment thereof or to the Transfer Agent for the transfer, exchange or replacement as provided
11 herein, such Series 2018 Bond shall be promptly canceled by the Paying Agent or Transfer Agent,
12 which cancellation shall be reported to the Council and certified by the Auditor to the Mayor
13 pursuant to Section A7.3 of the Charter.

14 **Section 311. Form of Series 2018 Bonds.** Subject to the provisions of this
15 Ordinance and the Sale Certificate, the Current Interest Bonds and the Capital Appreciation Bonds
16 shall be in substantially the following forms, with such omissions, insertions, endorsements and
17 variations as may be required by the circumstances and as shall be consistent with this Ordinance
18 and the Sale Certificate.

19 Each Series 2018 Bond shall recite in substance that the Series 2018 Bond is issued
20 by the City under the authority of the State Constitution, the Charter, the City Code, the
21 Supplemental Act, the 2015 Election, and this Ordinance, that it is payable solely from the Pledged
22 Revenues, that it is not payable in whole or in part from ad valorem taxes of the City and that the
23 full faith and credit of the City is not pledged to pay the principal of, interest on or any premium due
24 in connection with the redemption of such Series 2018 Bond.

25

[Form of Current Interest Bond]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO

CITY AND COUNTY OF DENVER, COLORADO
DEDICATED TAX REVENUE BOND
[TAXABLE] SERIES [2018A][2018B]

No. R[A][B]-_____ \$_____

INTEREST RATE MATURITY DATE ORIGINAL DATE CUSIP _____%

August 1, _____, 2018 _____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: _____ Thousand Dollars

The City and County of Denver, Colorado, for value received, hereby promises to pay to the Registered Owner (specified above) or registered assigns solely from the special funds provided therefor, the Principal Amount (specified above) in lawful money of the United States of America, on the Maturity Date (specified above) with interest thereon from the Original Date (specified above) or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate (specified above), based upon the actual number of days elapsed in a month of thirty (30) days and a year of three hundred sixty (360) days, payable semiannually on the first day of February and the first day of August of each year commencing on [February 1, 2019], or the

1 first such day after the date hereof whichever is later, in the manner provided herein. If upon
2 presentation at maturity payment of the Principal Amount of this Bond is not made as provided
3 herein, interest is to continue at the Interest Rate until the Principal Amount is paid in full.

4 This Bond is one of an authorized series of Bonds (the "Series [2018A][2018B]
5 Bonds") issued pursuant to an Ordinance adopted by the City Council of the City (the "Ordinance").
6 This Bond bears interest, matures, is payable, is subject to redemption and is transferable as
7 provided in the Ordinance and a Sale Certificate executed by either the Mayor or the Manager of
8 Finance, Chief Financial Officer ex officio Treasurer of the City prior to the delivery of the [Series
9 2018A Bonds][Series 2018B Bonds]. To the extent not defined herein, terms used herein are used
10 as defined in the Ordinance.

11 This Bond is issued by the City, under the authority and in full conformity with the
12 Constitution of the State of Colorado, the home rule charter of the City (the "Charter"), the Code of
13 the City, part 2 of article 57 of title 11, Colorado Revised Statutes, as amended (the "Supplemental
14 Act"), the 2015 Election, and the Ordinance, for the purpose of defraying a portion of the cost of
15 certain projects authorized at the 2015 Election and paying certain costs of issuance related
16 thereto. Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive
17 evidence of the validity and the regularity of the issuance of this Bond after its delivery for value.

18 This Bond is a special and limited obligation of the City payable solely out of and
19 secured by an irrevocable (but not necessarily exclusive) pledge of the Pledged Revenues, as
20 more specifically provided in the Ordinance. This Bond is not payable in whole or in part from ad
21 valorem taxes of the City. The full faith and credit of the City is not pledged for the payment of the
22 principal of, interest on or any premium due in connection with the redemption of this Bond.

23 Reference is made to the Ordinance with respect to the nature and extent of the
24 security for the [Series 2018A Bonds][Series 2018B Bonds], the accounts, funds or revenues
25 pledged to the payment thereof, the rights, duties and obligations of the City and the Paying Agent,
26 the rights of the Owners of the Bonds, the events of defaults and remedies, the redemption
27 provisions, the circumstances under which any [Series 2018A Bond][Series 2018B Bond] is no
28 longer Outstanding, the issuance of additional bonds and the terms on which such additional
29 bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance,
30 and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

31 To the extent and in the respects permitted by the Ordinance, the provisions of the
32 Ordinance, or any instrument amendatory thereof or supplemental thereto, may be modified or

1 amended by action of the City taken in the manner and subject to the conditions and exceptions
2 provided in the Ordinance.

3 The City covenants and agrees with the Registered Owner that the City will keep and
4 will perform all of the covenants of this Bond and of the Ordinance.

5 [Although this Series 2018B Bond is issued by the City, which is a political
6 subdivision of the State, interest on this Series 2018B Bond is not excludable from gross income
7 for federal income tax purposes under Section 103 of the Tax Code.]

8 It is hereby recited, certified and warranted that the issuance of this Bond has been
9 duly authorized for the purposes described herein and that all acts, conditions and things required
10 to be done precedent to and in the issuance of this Bond have been properly done, have
11 happened and have been performed in regular and due time, form and manner as required by the
12 Constitution and the laws of the State, the Charter, the Code of the City, and the Supplemental
13 Act, and the proceedings herein mentioned and that the [Series 2018A Bonds][Series 2018B
14 Bonds] do not exceed any constitutional, charter or statutory limitations.

15 This Bond is not entitled to any security or benefit under the Ordinance and is not to
16 be valid or become obligatory for any purpose until the Certificate of Authentication hereon has
17 been signed.

18 IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name
19 and on its behalf with the facsimile or manual signature of the Mayor of the City, to be sealed with
20 a facsimile or manual impression of the seal of the City and attested with the facsimile or manual
21 signature of the Clerk and Recorder, ex-officio Clerk of the City, and to be registered and
22 countersigned with the facsimile or manual signature of the Auditor of the City.

CITY AND COUNTY OF DENVER,
COLORADO

By (Facsimile or Manual Signature)
Mayor

(SEAL)

Attest:

(Facsimile or Manual Signature)
Clerk and Recorder, ex-officio Clerk of the
City and County of Denver

Countersigned:

By (Facsimile or Manual Signature)
Auditor

1
2
3
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CERTIFICATE OF AUTHENTICATION

This Bond is issued pursuant to the Ordinance herein described.

ZB, NATIONAL ASSOCIATION, DBA ZIONS BANK
as registrar

By (Manual Signature) _____

Dated: _____, 2018

1 ABBREVIATIONS

2 The following abbreviations, when used in the inscription on the face of this Bond,
3 shall be construed as though they were written out in full according to applicable laws or
4 regulations.

- 5
- 6 TEN COM - as tenants in common
- 7 TEN ENT - as tenants by the entireties
- 8 JT TEN - as joint tenants with the right of
- 9 survivorship and not as tenants in common

10 UNIF TRANS MIN ACT - _____ Custodian “_____ Custodian
 11 _____”
 12 _____
 13 (Cust) (Minor)

14 Under Uniform Transfers to Minors Act.

15 _____
 16
 17
 18 (State)

19
20 Additional abbreviations may also be used
21 though not on the above list.
22

1 [Form of Capital Appreciation Bond]

2
3 Unless this bond is presented by an authorized representative of The Depository Trust Company,
4 a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or
5 payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is
6 requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to
7 such other entity as is requested by an authorized representative of DTC), ANY TRANSFER,
8 PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON
9 IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.
10

11
12 UNITED STATES OF AMERICA
13 STATE OF COLORADO

14
15 CITY AND COUNTY OF DENVER, COLORADO
16 DEDICATED TAX REVENUE BOND
17 SERIES 2018A2
18

19 No. CA-_____ \$_____

20
21 INTEREST RATE MATURITY DATE ORIGINAL DATE CUSIP _____%
22 August 1, _____, 2018 _____

23
24 REGISTERED OWNER: Cede & Co.

25
26 APPRECIATED PRINCIPAL
27 AMOUNT AT MATURITY: _____ Dollars

28
29 ORIGINAL PRINCIPAL AMOUNT
30 PER \$5,000 VALUE AT MATURITY: _____ Dollars
31

32 The City and County of Denver, Colorado, for value received, hereby promises to pay
33 to the Registered Owner (specified above) or registered assigns solely from the special funds
34 provided therefor, the Appreciated Principal Amount (specified above) in lawful money of the
35 United States of America, on the Maturity Date (specified above), which Appreciated Principal
36 Amount represents the original principal amount hereof plus interest compounded on February 1
37 and August 1 of each year at the interest rate specified above, from the Original Date (specified

1 above) to the Maturity Date. The Appreciated Principal Amount shall be payable upon
2 presentation and surrender of this Bond. If upon presentation at maturity payment of the
3 Appreciated Principal Amount of this Bond is not made as provided herein, interest is to continue
4 at the Interest Rate until the Appreciated Principal Amount is paid in full.

5 This Bond is one of an authorized subseries of Bonds (the "Series 2018A2 Bonds")
6 issued pursuant to an Ordinance adopted by the City Council of the City (the "Ordinance"). This
7 Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided
8 in the Ordinance and a Sale Certificate executed by either the Mayor or the Manager of Finance,
9 Chief Financial Officer ex officio Treasurer of the City prior to the delivery of the Series 2018A2
10 Bonds. To the extent not defined herein, terms used herein are used as defined in the Ordinance.

11 This Bond is issued by the City, under the authority and in full conformity with the
12 Constitution of the State of Colorado, the home rule charter of the City (the "Charter"), the Code of
13 the City, part 2 of article 57 of title 11, Colorado Revised Statutes, as amended (the "Supplemental
14 Act"), the 2015 Election, and the Ordinance, for the purpose of defraying a portion of the cost of
15 certain projects authorized at the 2015 Election and paying certain costs of issuance related
16 thereto. Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive
17 evidence of the validity and the regularity of the issuance of this Bond after its delivery for value.

18 This Bond is a special and limited obligation of the City payable solely out of and
19 secured by an irrevocable (but not necessarily exclusive) pledge of the Pledged Revenues, as
20 more specifically provided in the Ordinance. This Bond is not payable in whole or in part from ad
21 valorem taxes of the City. The full faith and credit of the City is not pledged for the payment of the
22 principal of, interest on or any premium due in connection with the redemption of this Bond.

23 Reference is made to the Ordinance with respect to the nature and extent of the
24 security for the Series 2018A2 Bonds, the accounts, funds or revenues pledged to the payment
25 thereof, the rights, duties and obligations of the City and the Paying Agent, the rights of the
26 Owners of the Bonds, the events of defaults and remedies, the redemption provisions, the
27 circumstances under which any Series 2018A2 Bond is no longer Outstanding, the issuance of
28 additional bonds and the terms on which such additional bonds may be issued under and secured
29 by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner
30 hereof by the acceptance of this Bond assents.

31 To the extent and in the respects permitted by the Ordinance, the provisions of the
32 Ordinance, or any instrument amendatory thereof or supplemental thereto, may be modified or

1 amended by action of the City taken in the manner and subject to the conditions and exceptions
2 provided in the Ordinance.

3 The City covenants and agrees with the Registered Owner that the City will keep and
4 will perform all of the covenants of this Bond and of the Ordinance.

5 It is hereby recited, certified and warranted that the issuance of this Bond has been
6 duly authorized for the purposes described herein and that all acts, conditions and things required
7 to be done precedent to and in the issuance of this Bond have been properly done, have
8 happened and have been performed in regular and due time, form and manner as required by the
9 Constitution and the laws of the State, the Charter, the Code of the City, and the Supplemental
10 Act, and the proceedings herein mentioned and that the Series 2018A2 do not exceed any
11 constitutional, charter or statutory limitations.

12 This Bond is not entitled to any security or benefit under the Ordinance and is not to
13 be valid or become obligatory for any purpose until the Certificate of Authentication hereon has
14 been signed.

15 IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name
16 and on its behalf with the facsimile or manual signature of the Mayor of the City, to be sealed with
17 a facsimile or manual impression of the seal of the City and attested with the facsimile or manual
18 signature of the Clerk and Recorder, ex-officio Clerk of the City, and to be registered and
19 countersigned with the facsimile or manual signature of the Auditor of the City.

20

1 CITY AND COUNTY OF DENVER,
2 COLORADO
3

4
5
6 By (Facsimile or Manual Signature)
7 Mayor
8

9
10 (SEAL)
11

12
13 Attest:
14

15
16 (Facsimile or Manual Signature)
17 Clerk and Recorder, ex-officio Clerk of the
18 City and County of Denver
19

20 Countersigned:
21

22
23
24 By (Facsimile or Manual Signature)
25 Auditor
26

CERTIFICATE OF AUTHENTICATION

This Bond is issued pursuant to the Ordinance herein described.

ZB, NATIONAL ASSOCIATION DBA ZIONS BANK
as registrar

By (Manual Signature) _____

Dated: _____, 2018

1 ABBREVIATIONS

2 The following abbreviations, when used in the inscription on the face of this Bond,
3 shall be construed as though they were written out in full according to applicable laws or
4 regulations.

- 5
- 6 TEN COM - as tenants in common
- 7 TEN ENT - as tenants by the entireties
- 8 JT TEN - as joint tenants with the right of
- 9 survivorship and not as tenants in common

10 UNIF TRANS MIN ACT - _____ Custodian “ _____ Custodian
 11 _____”
 12 (Cust) (Minor)

13 Under Uniform Transfers to Minors Act.

14 _____
 15 (State)

16
 17
 18
 19
 20 Additional abbreviations may also be used
 21 though not on the above list.
 22

1 **ARTICLE IV**

2 **DELIVERY AND APPLICATION OF PROCEEDS**

3 **Section 401. Delivery.** After the Series 2018 Bonds have been duly executed,
4 authenticated and registered as provided herein, the Treasurer shall cause the Series 2018 Bonds
5 to be delivered to the Underwriters or at the request of the Underwriters to the Securities
6 Depository upon receipt of the agreed purchase price set forth in the Bond Purchase Agreement.
7 Except as provided below, the proceeds of the Series 2018 Bonds shall be applied solely to pay
8 the Costs of the Improvement Project. Neither the Underwriters nor any subsequent Owner of any
9 Series 2018 Bond shall in any manner be responsible for the application or disposal by the City or
10 by any of its officers, agents and employees of any of the proceeds of the Series 2018 Bonds.

11 **Section 402. Application of Proceeds.** The net proceeds of the Series 2018
12 Bonds, upon their receipt, shall be accounted for or applied in the following manner and priority:

13 A. The proceeds of the Series 2018A Bonds shall be accounted for or applied as
14 follows:

- 15 (i) First, there shall be deposited to the Reserve Fund the amount, if any, set
16 forth in the Sale Certificate;
- 17 (ii) Second, there shall be credited to the Series 2018A Project Account, the
18 amount set forth in the Sale Certificate to finance a portion of the Improvement
19 Project; and
- 20 (iii) Third, there shall be credited to the Series 2018A Costs of Issuance Account
21 the amount set forth in the Sale Certificate to pay the costs of issuance related
22 to the Series 2018A Bonds.

23 B. The proceeds of the Series 2018B Bonds shall be accounted for or applied as
24 follows:

- 25 (i) First, there shall be deposited to the Reserve Fund the amount, if any, set
26 forth in the Sale Certificate;
- 27 (ii) Second, there shall be credited to the Series 2018B Project Account, the
28 amount set forth in the Sale Certificate to finance a portion of the Improvement
29 Project; and
- 30 (iii) Third, there shall be credited to the Series 2018B Costs of Issuance Account
31 the amount set forth in the Sale Certificate to pay the costs of issuance related
32 to the Series 2018B Bonds.

1 If provided in the Sale Certificate, the City may establish a reserve fund to secure the
2 payment of the Series 2018 Bonds that is separate from the reserve fund created in the Series
3 2016 Bond Ordinance to secure the payment of the Series 2016 Bonds.

4 **Section 502. Collection and Deposit of Base Excise Taxes and Excise Tax**
5 **Increases.** So long as any of the Series 2018 Bonds or Additional Parity Bonds or Parity
6 Securities shall be Outstanding, all Base Excise Taxes shall be collected by or on behalf of the City
7 and deposited as received into the Base Excise Taxes Account of the Revenue Fund. So long as
8 any of the Series 2018 Bonds or Additional Parity Bonds or Parity Securities shall be Outstanding,
9 all Excise Tax Increases shall be collected by or on behalf of the City and deposited as received
10 into the Excise Tax Increases Account of the Revenue Fund.

11 **Section 503. Administration of Revenue Fund.** So long as any of the Series 2018
12 Bonds or Additional Parity Bonds or Parity Securities shall be Outstanding, the following payments
13 and transfers shall be made from the Revenue Fund, as provided in Sections 504 through 509
14 hereof.

15 **Section 504. Bond Fund.** First, except as provided in Section 506 hereof, from
16 amounts on deposit in the Excise Tax Increases Account of the Revenue Fund and then from
17 amounts on deposit in the Base Excise Taxes Account of the Revenue Fund, there shall be
18 credited each month to the Bond Fund the following amounts:

19 a. Commencing with the month immediately succeeding the delivery of the
20 Series 2018 Bonds, an amount in equal monthly installments necessary (together with any
21 amounts available for such purpose theretofore credited to the Bond Fund from whatever source)
22 to pay the installment of interest next due on the Outstanding Series 2018 Bonds, any Additional
23 Parity Bonds and any other Parity Securities; and

24 b. Commencing with the month immediately succeeding the delivery of the
25 Series 2018 Bonds, or commencing one year prior to the first principal payment date of the Series
26 2018 Bonds, whichever commencement date is later, an amount in equal monthly installments
27 necessary (together with any amounts available for such purpose theretofore credited to the Bond
28 Fund from whatever source) to pay the next installment of principal (whether at maturity or on a
29 redemption date) due on the Outstanding Series 2018 Bonds, any Additional Parity Bonds and any
30 other Parity Securities.

31 If there are insufficient moneys in the Revenue Fund to make the required deposits to
32 the Bond Fund in any month, amounts shall be deposited to the accounts within the Bond Fund on
33 a pari passu basis. In the event that any monthly deposit to the Bond Fund is less than the amount

1 required, this shall not constitute an event of default hereunder, but the City shall deposit additional
2 amounts to the Bond Fund to make up any such insufficiency from the first available Pledged
3 Excise Taxes.

4 Moneys that are to be used to pay the Debt Service Requirements on the Series
5 2018A Bonds shall be deposited to the Series 2018A Bond Fund Account and moneys that are to
6 be used to pay the Debt Service Requirements on the Series 2018B Bonds shall be deposited to
7 the Series 2018B Bond Fund Account. In connection with the issuance of any Additional Parity
8 Bonds, the City shall create additional accounts within the Bond Fund for the payment of the Debt
9 Service Requirements on such Additional Parity Bonds.

10 The money credited to the Bond Fund from the Revenue Fund shall be used, without
11 requisition, voucher or other direction or further authority than is herein contained solely to pay
12 promptly the Debt Service Requirements of the Series 2018 Bonds, any Additional Parity Bonds
13 and any other Parity Securities payable from the Revenue Fund, as the same become due.
14 Moneys on deposit in the Series 2018A Bond Fund Account shall be applied to the payment of the
15 Debt Service Requirements of the Series 2018A Bonds and moneys on deposit in the Series
16 2018B Bond Fund Account shall be applied to the payment of the Debt Service Requirements of
17 the Series 2018B Bonds.

18 If on the fifth Business Day prior to any required principal or interest payment date
19 Pledged Revenues on deposit in the Bond Fund are less than the full amount stipulated above with
20 respect to the Series 2018 Bonds, any Additional Parity Bonds and any other Parity Securities, and
21 if there are amounts on deposit in the Reserve Fund and any other reserve fund that secures any
22 Additional Parity Bonds and other Parity Securities, then an amount shall be transferred from the
23 applicable account of the Reserve Fund to the Bond Fund on such date and from any such other
24 reserve fund equal to the difference between the amount so credited from the Pledged Revenues
25 and the full amount so stipulated, subject to and in accordance with Section 505 hereof.

26 **Section 505. Reserve Fund.** Second, from any moneys remaining in the Revenue
27 Fund after the transfer required by Section 504 hereof, there shall be credited from time to time to
28 the Reserve Fund moneys sufficient to accumulate in and maintain the Reserve Fund at an
29 amount equal to the Reserve Requirement, together with any required payments to be made to
30 any reserve funds securing any Additional Parity Bonds or Parity Securities, and concurrently with
31 any repayment or similar obligations payable to the Insurer under the Reserve Fund Policy and
32 any other surety provider issuing any reserve fund insurance policy with respect to the Series 2018
33 Bonds, any Additional Parity Bonds and any Parity Securities. No such credit to the Reserve Fund

1 need be made so long as the moneys therein equal the Reserve Requirement. In the event that
2 the amount of the Reserve Fund falls below the Reserve Requirement, then the City shall credit to
3 the Reserve Fund from amounts on deposit in the Revenue Fund that sum of money needed to
4 accumulate or reaccumulate the amount in the Reserve Fund so that at all times the amount of the
5 Reserve Fund equals the Reserve Requirement.

6 If at any time the City for any reason fails to pay into the Bond Fund the full amount
7 required as described under Section 504 hereof, then an amount shall be paid into the applicable
8 account of the Bond Fund at such time from the Reserve Fund and from any reserve funds
9 securing any Additional Parity Bonds or Parity Securities equal to the difference between that paid
10 from the Pledged Revenues and the full amount so required, subject to the terms and provisions of
11 this Ordinance. The moneys so used must be immediately replaced to the Reserve Fund from
12 moneys credited to the Revenue Fund and not required to be otherwise applied as described
13 under Section 504 hereof.

14 The City shall have the right to substitute in whole or in part for the deposit required
15 to be maintained in the Reserve Fund any Credit Facility to insure that the amount otherwise
16 required to be maintained therein will be available to the City as needed, provided, however, that
17 any such Credit Facility shall insure all the Parity Securities that are secured by the Reserve Fund.
18 Pledged Revenues may be applied to pay any amounts required under the terms of any such
19 Credit Facility (and the payment of such amounts shall have the same priority as the deposit to the
20 Reserve Fund provided in this Section 505). The City's obligations under the Reserve Fund Policy
21 shall be secured by a lien on the Pledged Revenues subordinate only to the liens thereon for
22 payments of Debt Service Requirements of the Series 2018 Bonds, any Additional Parity Bonds
23 and any other Parity Securities.

24 Payments to the Insurer pursuant to the Reserve Fund Policy and payments to other
25 providers of Credit Facilities pursuant thereto shall have the same priority and shall be made
26 concurrently with deposits of Pledged Revenues into the Reserve Fund. The Reserve Fund shall
27 be maintained as a continuing reserve and shall, except as hereinafter provided in Section 506
28 hereof, be used solely to prevent deficiencies in the payment of the Debt Service Requirements of
29 the Series 2018 Bonds and any Additional Parity Bonds and any other Parity Securities secured by
30 such Reserve Fund resulting from the failure to credit to the Bond Fund sufficient funds to pay
31 such Debt Service Requirements (as the same become due), provided that any Reserve Fund
32 Policy shall secure only the Debt Service Requirements of the series of bonds designated therein.

1 Any Reserve Fund Policy shall be held in the custody of the Paying Agent. Prior to
2 each Interest Payment Date the Paying Agent shall ascertain whether a claim must be made on
3 such Reserve Fund Policy. If such a claim must be made, the Paying Agent shall provide notice to
4 the Insurer in accordance with the terms of the Reserve Fund Policy.

5 All cash and investments in the Reserve Fund shall be transferred to the applicable
6 account of the Bond Fund for payment of principal or interest on the Series 2018 Bonds and any
7 Additional Parity Bonds secured by the Reserve Fund before any drawing may be made on the
8 Reserve Fund Policy or any other Credit Facility credited to the Reserve Fund in lieu of cash.
9 Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts.
10 Draws on all Credit Facilities (including the Reserve Fund Policy) on which there is available
11 coverage shall be made on a pro-rata basis (calculated by reference to the coverage then
12 available thereunder) after applying all available cash and investments in the Reserve Fund.

13 Payment of Policy Costs and reimbursement of amounts with respect to other Credit
14 Facilities shall be made on a pro-rata basis, prior to replenishment of any cash drawn from the
15 Reserve Fund.

16 If the City shall fail to pay any Policy Costs in accordance with the requirement
17 hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available
18 to it, including those provided under this Ordinance other than acceleration of the maturity of the
19 Series 2018 Bonds or remedies that would adversely affect the Owners of the Series 2018 Bonds.

20 This Ordinance shall not be discharged until all Policy Costs owing to the Insurer
21 have been paid in full. The City's obligation to pay such amounts shall expressly survive payment
22 in full of the Series 2018 Bonds. The obligation of the City to make such payments to the Insurer
23 shall be subordinate to the obligation to pay the Debt Service Requirements of the Series 2018
24 Bonds, any Additional Parity Bonds and any other Parity Securities.

25 In connection with the issuance of Additional Parity Bonds, such Additional Parity
26 Bonds may be secured by the Reserve Fund, or a separate reserve fund may be created to secure
27 such Additional Parity Bonds, as set forth in the documents authorizing the issuance of such
28 Additional Parity Bonds, provided that the City may issue Additional Parity Bonds that are not
29 secured by a reserve fund.

30 Nothing herein shall be construed to require the restoration or replenishment of the
31 Reserve Fund to an amount greater than the Reserve Requirement. Any moneys at any time in
32 the Reserve Fund, except for amounts required to be transferred to the Bond Fund as provided in
33 the first paragraph of this Section 505, in excess of the then applicable Reserve Requirement may

1 (and as may be necessary to comply with the covenants set forth in Section 604 hereof shall) be
2 withdrawn therefrom and used for any lawful purpose or, at the direction of the City, may be
3 transferred to the Revenue Fund.

4 **Section 506. Termination Upon Deposits to Maturity or Redemption Date.** No
5 deposits required by Sections 504 and 505 hereof need be made to the Bond Fund, the Reserve
6 Fund, or both, if all amounts due with respect to draws on the Reserve Fund Policy have been paid
7 and if the amount in the Bond Fund and the cash on deposit in the Reserve Fund total a sum at
8 least equal to the entire amount of the Outstanding Series 2018 Bonds, any Additional Parity
9 Bonds and any other Parity Securities payable therefrom or secured thereby, both as to principal,
10 Appreciated Principal Amount, and interest to their respective Maturity Dates (or mandatory
11 Redemption Dates) or to any Redemption Date on which the City shall have exercised its option to
12 redeem such Series 2018 Bonds, Additional Parity Bonds and other Parity Securities then
13 Outstanding and thereafter maturing, including any prior redemption premiums then due, both
14 accrued and not accrued. In such case, money in such funds (including, only if there be
15 adherence to the provisions of Section 901 hereof, the investments thereof and the known
16 minimum yield therefrom) in an amount which at least equals such principal, Appreciated Principal
17 Amount, interest and redemption premiums shall be used solely to pay the same as they accrue;
18 and any money in excess thereof in such funds and any other money derived from Pledged
19 Revenues may be used in any lawful manner determined by the City.

20 **Section 507. Payment for Subordinate Securities.** Third, but subject to the
21 transfers required by Sections 504 and 505 hereof, and subject to the limitations hereinafter
22 provided in Article VII hereof, any money remaining in the Revenue Fund in each month may be
23 used by the City for the payment or provision for payment of interest on and principal of
24 subordinate bonds or other subordinate obligations, if any, hereafter authorized to be issued and
25 payable from the Pledged Revenues, including reasonable reserves therefor and rebate
26 requirements in respect thereof, as the same accrue.

27 **Section 508. Use of Remaining Revenues.** In each month, after making the
28 transfers herein required to be made by Sections 504, 505 and 507 and after making any
29 payments to the Series 2018A Rebate Fund as required by Section 509 hereof, any money
30 remaining in the Revenue Fund in excess of the Minimum Balance may be withdrawn therefrom at
31 the option of the Treasurer, and shall be free and clear of the lien of this Ordinance, for use for any
32 one or any combination of lawful purposes, as the City may from time to time determine; provided
33 that any moneys from the Excise Tax Increases Account shall be applied solely in accordance with

1 the terms and provisions of the 2015 Ballot Question. The City covenants that it shall not make
2 any such withdrawal from moneys on deposit in the Revenue Fund unless after such withdrawal
3 the amount on deposit in the Revenue Fund is at least equal to the Minimum Balance.

4 **Section 509. Series 2018A Rebate Fund.** The Treasurer shall transfer into and pay
5 from the Series 2018A Rebate Fund the amount of required arbitrage rebate, if any, due to the
6 federal government under the Tax Code and the regulations thereunder in connection with the
7 Series 2018A Bonds. Transfer of the required arbitrage rebate amount is to be made from the
8 Revenue Fund, the Series 2018A Bond Fund Account or the Reserve Fund, provided, however,
9 that required arbitrage rebate payments are to be made to the federal government from legally
10 available funds regardless of whether there are any remaining proceeds or other funds attributable
11 to the Series 2018A Bonds that are available for the purpose. All amounts in the Series 2018A
12 Rebate Fund, including income earned from investment thereof, are to be held by the Treasurer
13 free and clear of any lien created by this Ordinance, to the extent such moneys are needed for
14 rebate payments.

15 **Section 510. Costs of Issuance Fund.** At the written direction of the Treasurer, or
16 the Treasurer’s designee, the Paying Agent shall use moneys on deposit in the Costs of Issuance
17 Fund, together with other funds of the City legally available for said purpose, to pay the costs and
18 expenses of issuing the Series 2018 Bonds. Amounts on deposit in the Series 2018A Costs of
19 Issuance Account shall be applied to the payment of the costs of issuance of the Series 2018A
20 Bonds and amounts on deposit in the Series 2018B Costs of Issuance Account shall be applied to
21 the payment of the costs of issuance of the Series 2018B Bonds. Any funds remaining on deposit
22 in the Costs of Issuance Fund after the payment of such costs and expenses shall, at the direction
23 of the Treasurer, or the Treasurer’s designee, be transferred into the Project Fund and applied to
24 pay the Costs of the Improvement Project or be transferred to the Bond Fund and applied to the
25 next payment of interest or principal coming due on the Series 2018 Bonds.

26 **Section 511. Pledge of Pledged Revenues.** The Pledged Revenues are hereby
27 irrevocably (but not necessarily exclusively) pledged to secure the payment of the Debt Service
28 Requirements of the Series 2018 Bonds, any Additional Parity Bonds and any other Parity
29 Securities, and including Policy Costs with respect to the Reserve Fund Policy to the extent
30 provided in this Article V and amounts due under other Credit Facilities. Notwithstanding the
31 foregoing, or any provision to the contrary contained herein, amounts on deposit in the Series
32 2018A Bond Fund Account shall only secure the payment of the Debt Service Requirements of the
33 Series 2018A Bonds, and amounts on deposit in the Series 2018B Bond Fund Account shall only

1 secure the payment of the Debt Service Requirements of the Series 2018B Bonds. Amounts on
2 deposit in the Reserve Fund shall only secure the payment of the Debt Service Requirements of
3 the Series 2018 Bonds and, at the option of the City, any Additional Parity Bonds or Parity
4 Securities secured thereby. In connection with the issuance of Additional Parity Bonds, a separate
5 account shall be created within the Bond Fund that secures the payment of the Debt Service
6 Requirements of such Additional Parity Bonds.

7 **Section 512. Appropriation of Moneys.** The moneys and proceeds of the Series
8 2018 Bonds deposited in the funds and accounts referred to herein are hereby appropriated for the
9 purposes thereof.

10 **ARTICLE VI**

11 **GENERAL ADMINISTRATION**

12 **Section 601. General Administration of Funds.** The funds referred to herein shall
13 be administered as provided in this Article VI.

14 **Section 602. Places and Times of Deposits.** Such funds shall be separately
15 maintained as trust accounts for the purposes established and shall be held (but not necessarily as
16 separate bank accounts) in a Federal Reserve Bank, an Insured Bank or Insured Banks. Each
17 such fund shall be continuously secured to the extent required by law and shall be irrevocable and
18 not withdrawable by anyone for any other purpose. Each periodic deposit or credit shall be made
19 to the proper fund not later than the date herein required, except that when any such date is not a
20 Business Day, then such deposit or credit shall be made on or before the next preceding Business
21 Day. Sufficient money shall be deposited with the Paying Agent on the date upon which any Debt
22 Service Requirements due in connection with the Series 2018 Bonds are payable.

23 **Section 603. Investment of Moneys.** Subject to the provisions of Section 604
24 hereof, any money in the Project Fund, Revenue Fund, the Bond Fund and the Reserve Fund may
25 be deposited in Permitted Investments. Investments purchased with funds on deposit in the
26 Reserve Fund shall have an average weighted term to maturity not greater than five years.
27 Securities or obligations purchased as an investment of moneys in any fund are to be deemed at
28 all times to be a part of the applicable fund. Any income from the investment of moneys in the
29 Project Fund, the Revenue Fund, the Bond Fund or the Reserve Fund is to be credited thereto,
30 and within the applicable account of the Project Fund, Revenue Fund, the Bond Fund or Reserve
31 Fund, as the case may be. Any such income credited to the Bond Fund is to be credited against
32 the obligation of the City to make deposits to the Bond Fund. Any income from the investment of
33 moneys in the Reserve Fund in excess of the amounts required to be maintained therein may be

1 withdrawn by the City and used for any lawful purpose or, at the direction of the City, may be
2 transferred to the Revenue Fund. In computing the amount in any such fund for any purpose
3 hereunder, except as herein otherwise provided, such investments shall be valued at the lesser of
4 cost, exclusive of accrued interest or other gain, or fair market value, determined as of July 15 in
5 each Fiscal Year. A Credit Facility shall be valued at the amount available to be drawn thereunder.
6 Nothing herein shall prevent the commingling of moneys accounted for in any funds created under
7 this Ordinance for purposes of investments. The City shall present for redemption or sale on the
8 prevailing market at the best price obtainable any investment in any such fund whenever it shall be
9 necessary to do so in order to provide money to meet any required withdrawal, payment or transfer
10 from such fund.

11 **Section 604. Tax Covenant.** The City covenants for the benefit of the registered
12 owners of the Series 2018A Bonds that it will not take any action or omit to take any action with
13 respect to the Series 2018A Bonds, the proceeds thereof, any other funds of the City or any
14 facilities financed with the proceeds of the Series 2018A Bonds if such action or omission (i) would
15 cause the interest on the Series 2018A Bonds to lose its exclusion from gross income for federal
16 income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Series
17 2018A Bonds to lose its exclusion from alternative minimum taxable income as defined in
18 Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the
19 adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code
20 in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the
21 Series 2018A Bonds to lose its exclusion from Colorado taxable income or Colorado alternative
22 minimum taxable income under present Colorado law. The foregoing covenant shall remain in full
23 force and effect notwithstanding the payment in full or defeasance of the Series 2018A Bonds until
24 the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and
25 Colorado law have been met. The City is hereby authorized to execute the Tax Compliance
26 Certificate to implement the foregoing covenants, and the representations and agreements set
27 forth therein shall be deemed the representations and agreements of City, as if the same were set
28 forth herein.

29 **ARTICLE VII**

30 **BOND LIENS AND ADDITIONAL OBLIGATIONS**

31 **Section 701. First Lien Bonds.** The Series 2018 Bonds constitute an irrevocable
32 and first (but not necessarily an exclusively first) lien upon the Pledged Revenues to the extent of
33 the pledges provided herein. Notwithstanding the foregoing, or any provision to the contrary

1 contained herein, amounts on deposit in the Series 2018A Bond Fund Account shall only secure
2 the payment of the Debt Service Requirements of the Series 2018A Bonds, and amounts on
3 deposit in the Series 2018B Bond Fund Account shall only secure the payment of the Debt Service
4 Requirements of the Series 2018B Bonds.

5 This pledge shall be valid and binding from and after the date of the first delivery of the
6 Series 2018 Bonds, and the moneys, as received and hereby pledged, shall immediately be
7 subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The
8 creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the
9 Series 2018 Bonds as provided herein shall be governed by § 11-57-208 of the Supplemental Act
10 and this Ordinance. The lien of such pledge on the revenues pledged for payment of the Bonds
11 and the obligation to perform the contractual provisions made herein shall have priority over any or
12 all other obligations and liabilities of the City (except as herein otherwise expressly provided), and
13 the lien of such pledge shall be valid, binding, and enforceable as against all persons or entities
14 having claims of any kind in tort, contract, or otherwise against the City irrespective of whether
15 such persons or entities have notice of such liens.

16 **Section 702. Equality of Parity Securities.** The Series 2018 Bonds, any Additional
17 Parity Bonds and any other Parity Securities from time to time Outstanding shall be equally and
18 ratably secured by a lien on the Pledged Revenues to the extent herein provided and shall not be
19 entitled to any priority one over the other in the application of the Pledged Revenues regardless of
20 the time or times of their issuance.

21 **Section 703. Issuance of Additional Parity Bonds.** The City may issue Additional
22 Parity Bonds that are payable from and that have a lien on all or a portion of the Pledged
23 Revenues that is on a parity with the lien thereon of the 2018 Bonds, upon compliance with the
24 following terms and conditions:

25 A. There shall not have occurred and be continuing an Event of Default, unless such
26 default is cured upon the issuance of the Additional Parity Bonds;

27 B. As certified by an Independent Accountant or the Treasurer, the Pledged Excise
28 Taxes for any 12 consecutive months out of the 18 months preceding the month in which such
29 Additional Parity Bonds are to be issued must have been equal to at least 175% of the Combined
30 Maximum Annual Debt Service Requirements of the Outstanding Bonds, all other Outstanding
31 Parity Securities and the Additional Parity Bonds proposed to be issued plus 100% of all Policy
32 Costs due under the Reserve Fund Policy and amounts due under other Credit Facilities. If the
33 rate or rates of the Pledged Excise Taxes imposed by the City and pledged to the payment of the

1 Series 2018 Bonds, other Parity Securities and the proposed Additional Parity Bonds have been,
2 or prior to the issuance of the proposed Additional Parity Bonds will be, increased above the rate
3 or rates imposed and pledged during such 12-month period, then the Independent Accountant or
4 the Treasurer, as the case may be, shall adjust the calculation of the Pledged Excise Taxes to
5 reflect the amount thereof that would have been received during such 12-month period had the
6 new increased rate or rates to be pledged had been in effect throughout the entire 12-month
7 period. If this amount, so adjusted, is at least equal to 175% of the Combined Maximum Annual
8 Debt Service Requirements of the Outstanding Series 2018 Bonds, other Parity Securities and the
9 proposed Additional Parity Bonds, then this condition is satisfied.

10 C. The Additional Parity Bonds may be secured by a reserve fund or account, but
11 Additional Parity Bonds may be issued without being secured by a reserve fund or account

12 D. The documents pursuant to which any Additional Parity Bonds are issued shall
13 provide that such Additional Parity Bonds shall not be subject to acceleration.

14 **Section 704. Certification of Revenues.** Written certifications by the Treasurer or
15 an Independent Accountant that the provisions of Section 703 hereof have been satisfied shall be
16 conclusively presumed to be accurate in determining compliance with the requirements of
17 Section 703 hereof.

18 **Section 705. Refunding Bonds.** In the case of Additional Parity Bonds issued for
19 the purpose of refunding less than all of the Series 2018 Bonds and other Parity Securities then
20 Outstanding, compliance with Subsection 703B shall not be required so long as the Debt Service
21 Requirements payable on all Series 2018 Bonds and other Parity Securities Outstanding after the
22 issuance of such Additional Parity Bonds in each Bond Year does not exceed the Debt Service
23 Requirements payable on all Series 2018 Bonds and other Parity Securities Outstanding prior to
24 the issuance of such Additional Parity Bonds in each such Bond Year.

25 **Section 706. Subordinate Obligations Permitted.** The City may issue at any time
26 additional bonds or other obligations payable from Pledged Revenues and having a lien thereon
27 subordinate, inferior and junior to the lien thereon of the Series 2018 Bonds, provided that no
28 events of default have occurred and are continuing under this Ordinance. The documents
29 pursuant to which any such subordinate obligations are issued shall provide that such subordinate
30 obligations shall not be subject to acceleration.

31 **Section 707. Superior Obligations Prohibited.** The City shall not issue additional
32 bonds or other obligations payable from Pledged Revenues and having a lien thereon prior and
33 superior to the lien thereon of the Series 2018 Bonds.

1 been performed; and the Series 2018 Bonds, together with all other obligations of the City, shall be
2 within every other limitation prescribed by the State Constitution or the Charter.

3 **Section 805. Continuance, Collection and Defense of Excise Taxes.** The City
4 covenants and agrees that:

5 A. As of the date of issuance of the Series 2018 Bonds, the City Code, insofar as it
6 relates to the Pledged Excise Taxes, shall not have been repealed and shall be in full force and
7 effect;

8 B. So long as any of the Series 2018 Bonds authorized herein remain Outstanding, the
9 City shall continue to impose, administer, enforce and collect the Pledged Excise Taxes and shall
10 not take any action that reduces, impairs or repeals the imposition, administration, enforceability
11 and collectability of such Pledged Excise Taxes if such action would materially and prejudicially
12 affect the rights of the Owners of any Series 2018 Bonds; and

13 C. So long as any of the Series 2018 Bonds authorized herein remain Outstanding, the
14 City shall, to the extent permitted by law, defend the validity and legality of the Pledged Excise
15 Taxes against all claims, suits and proceedings that could materially diminish or impair the Pledged
16 Revenues.

17 **Section 806. Prompt Collections.** The City shall cause the Pledged Excise Taxes
18 to be collected promptly and to be accounted for in the funds and accounts as herein provided.

19 **Section 807. Payment of Series 2018 Bonds and Amounts Due Under the**
20 **Reserve Fund Policy.** The City will promptly pay or cause to be paid the Debt Service
21 Requirements of every Series 2018 Bond and all Policy Costs owed to the Insurer with respect to
22 the Reserve Fund Policy at the places, on the dates and in the manner specified herein according
23 to the true intent and meaning hereof and thereof but only from the special funds and accounts
24 herein provided.

25 **Section 808. Records.** So long as any of the Series 2018 Bonds remain
26 Outstanding, proper books of record and account will be kept by the City, separate and apart from
27 all other records and accounts, showing complete and correct entries of all transactions relating to
28 the Pledged Revenues.

29 **Section 809. Right to Inspect.** Any Owner of any of the Series 2018 Bonds, or any
30 duly authorized agent or agents of such Owner, shall have the right at all reasonable times to
31 inspect all records, accounts and data relating to the Pledged Revenues.

32 **Section 810. Annual Statements and Audits.** So long as any of the Series 2018
33 Bonds are Outstanding, the City will prepare annual statements or audits of collections and

1 disbursements in sufficient detail to show compliance with the requirements hereof, and will deliver
2 a copy of such statements or audits in accordance with the provisions of the Continuing Disclosure
3 Undertaking.

4 **Section 811. Accumulation of Interest Claims Prohibited.** The City will not extend
5 or assent to the extension of time for paying any claim for interest. Any installment of interest so
6 extended shall not be entitled in an Event of Default hereunder to the benefit or security of this
7 Ordinance, except upon the prior payment in full of the principal of all Series 2018 Bonds and
8 interest that has not been extended.

9 **Section 812. Other Liens.** Other than the Series 2016 Bonds or as otherwise
10 permitted herein, the City covenants that there are no liens or encumbrances of any nature
11 whatsoever on or against the Pledged Excise Taxes. So long as the Series 2018 Bonds remain
12 Outstanding, the City shall not issue any bonds or other obligations, other than the Series 2018
13 Bonds, secured in whole or in part by a pledge of the Pledged Revenues, nor create or cause to be
14 created any lien, charge or encumbrance on any of the Pledged Revenues, except as otherwise
15 provided herein.

16 **Section 813. Corporate Existence.** The City shall maintain its corporate identity
17 and existence so long as any of the Series 2018 Bonds remain Outstanding, unless another body
18 corporate and politic by operation of law succeeds to the liabilities and rights of the City without
19 materially and adversely affecting the privileges and rights of any Owner of any Series 2018 Bond.

20 **Section 814. Protection of Security.** The City or any officers, agents or employees
21 of the City shall not take any action as will prejudice the security for the payment of the Debt
22 Service Requirements of the Series 2018 Bonds according to the terms thereof.

23 **Section 815. Prejudicial Contracts and Action Prohibited.** No contract shall be
24 entered into, nor shall any action be taken, by which the rights and privileges of any Owner of any
25 Series 2018 Bond are materially impaired or diminished.

26 **Section 816. Continuing Disclosure Undertaking.** The City hereby covenants to
27 comply with the provisions of the Continuing Disclosure Undertaking. Any failure by the City to
28 perform in accordance with this Section 816 shall not constitute an Event of Default under this
29 Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an
30 Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or
31 duty to enforce this Section 816. No Owner of a Series 2018 Bond shall be entitled to damages in
32 the event of non-compliance by the City of its obligations under this Section 816.

1 **Section 1003. Events of Default.** Each of the following events is hereby declared an

2 “Event of Default” by the City:

3 A. Payment of the principal of, or Appreciated Principal Amount, or premium, if any, due
4 in connection with any Series 2018 Bond is not made when due at maturity or upon prior
5 redemption or otherwise.

6 B. Payment of the interest on any Series 2018 Bond is not made when due and
7 payable.

8 C. The City shall for any reason be rendered incapable of fulfilling its obligations
9 hereunder.

10 D. The City shall default in the due and punctual performance of any other of the
11 covenants, conditions, agreements and provisions contained in the Series 2018 Bonds or in this
12 Ordinance on its part to be performed (except for the covenant set forth in Section 816 hereof),
13 and if such default shall continue for thirty (30) days after written notice specifying such default and
14 requiring the same to be remedied shall have been given to the City by the Owners of not less than
15 25% in principal amount of the Series 2018 Bonds then Outstanding.

16 E. An order or decree is entered by a court of competent jurisdiction, with the consent or
17 acquiescence of the City, appointing a receiver or receivers of the Pledged Revenues, or if any
18 such order or decree, having been entered without the consent or acquiescence of the City, is not
19 vacated or discharged or stayed on appeal within thirty (30) days after entry.

20 **Section 1004. Remedies for Defaults.** Upon the happening and continuance of any

21 Event of Default, then and in every case the Owners of not less than 25% in aggregate principal
22 amount of the Series of 2018A Bonds then Outstanding, including but not limited to a trustee or
23 trustees therefor, may, to the extent permitted by law, proceed against the City and the agents,
24 officers and employees of the City in their official capacities, or of both, to protect and to enforce
25 the rights of any Owner of Series 2018 Bonds hereunder, by mandatory injunction or by other suit,
26 action or special proceedings in equity or at law, in any court of competent jurisdiction, either for
27 the appointment of a receiver or for the specific performance of any covenant or agreement
28 contained herein or in an award of execution of any power herein granted for the enforcement of
29 any proper, legal or equitable remedy as such Owner may deem most effectual to protect and to
30 enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in
31 violation of any right of any Owner of any Series 2018 Bond, or to require the City to act as if it
32 were the trustee of any expressed trust, or any combination of such remedies; provided that
33 acceleration of the Series 2018 Bonds shall not be an available remedy. All such proceedings at

1 law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the
2 Series 2018 Bonds then Outstanding.

3 **Section 1005. Rights and Privileges of Receiver.** Any receiver appointed in any
4 proceedings to protect the rights of Owners hereunder, the consent to any such appointment being
5 hereby expressly granted by the City, may, to the extent permitted by law, collect, receive and
6 apply all Pledged Revenues arising after the appointment of such receiver in the same manner as
7 the City itself might do.

8 **Section 1006. Rights and Privileges Cumulative.** The failure of any Owner so to
9 proceed shall not relieve the City or any of its officers, agents or employees of any liability for
10 failure to perform any duty. Each right or privilege of any Owner or trustee thereof is in addition
11 and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on
12 behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

13 **Section 1007. Duties Upon Defaults.** Upon the happening of any of the Events of
14 Default provided in Section 1003 hereof, the City will do and will perform all proper acts on behalf
15 of and for the Owners of Series 2018 Bonds to protect and to preserve the security created for the
16 payment of the Series 2018 Bonds and to insure the payment of the Debt Service Requirements of
17 such Bonds promptly as the same become due. Upon an Event of Default, all Pledged Revenues
18 shall be paid into the Bond Fund. In the event the City fails or refuses to proceed as in this Section
19 1007 provided, the Owners of not less than 25% in principal amount of the Series 2018 Bonds then
20 Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the
21 Owners of the Series 2018 Bonds as herein above provided.

22 **Section 1008. Duties in Bankruptcy Proceedings.** In the event any Person
23 proceeds under any laws of the United States relating to bankruptcy, including any action under
24 any law providing for corporate reorganization, it shall be the duty of the City, and its appropriate
25 officers are hereby authorized and directed, to take all necessary steps for the benefit of the
26 Owners of the Series 2018 Bonds in said proceedings.

27 **Section 1009. Rights of Insurer.** Anything in this Ordinance to the contrary
28 notwithstanding, upon the occurrence and continuance of an Event of Default, if the Insurer is not
29 in default under the Bond Insurance Policy and has not repudiated its obligations thereunder, the
30 Insurer shall be entitled to control and direct the enforcement of rights and remedies granted to the
31 Owners of the Series 2018 Bonds under this Ordinance.

32

1 E. The establishment of priorities as between Series 2018 Bonds issued and
2 Outstanding under the provisions of this Ordinance; or

3 F. The modification of the rights of the Owners of less than all of the Series 2018 Bonds
4 then Outstanding.

5 The City shall send copies of any amendments or modifications to this Ordinance to
6 the Paying Agent and any rating agency then maintaining a rating on the Series 2018 Bonds.

7 **ARTICLE XII**

8 **MISCELLANEOUS**

9 **Section 1201. Delegation of Duties.** The officers of the City are hereby authorized
10 and directed to take all action necessary or appropriate to the provisions hereof, including without
11 limitation:

12 A. The preparation of the Series 2018 Bonds;

13 B. The execution and delivery of the Sale Certificate, the Bond Purchase Agreement,
14 the Paying Agent Agreement, the Continuing Disclosure Undertaking and such certificates as may
15 be reasonably required by the City's Co-Bond Counsel or the Underwriters, relating, among other
16 matters, to:

17 1. The signing of the Series 2018 Bonds,
18 2. The tenure and identity of the officials of the City,
19 3. The exclusion from gross income of interest on the Series 2018A Bonds for
20 federal and State income tax purposes,

21 4. The delivery of the Series 2018 Bonds and the receipt of the purchase price,
22 and

23 5. If in accordance with fact, the absence of pending litigation affecting the
24 validity thereof.

25 C. The assembly and dissemination of financial and other information concerning the
26 City and the Series 2018 Bonds, including the Preliminary Official Statement and the Official
27 Statement; and

28 D. The sale and issuance of the Series 2018 Bonds in accordance with the provisions
29 hereof and the Sale Certificate.

30 **Section 1202. Evidence of Ownership.** Any request, consent or other instrument
31 which this Ordinance may require or may permit to be signed and to be executed by the Owner of
32 any Series 2018 Bonds may be in one or more instruments of similar tenor and shall be signed or
33 shall be executed by each such Owner in person or by his attorney appointed in writing. Proof of

1 the execution of any such instrument or of an instrument appointing any such attorney, or the
2 ownership by any Person of the Series 2018 Bonds shall be sufficient for any purpose hereof
3 (except as otherwise herein expressly provided) if made in the following manner.

4 The fact and the date of the execution by any Owner of any Series 2018 Bonds or
5 his, her or its attorney of such instrument may be by the certificate, which need not be
6 acknowledged or verified, of an officer of a bank or trust company satisfactory to the City or of any
7 notary public or other officer authorized to take acknowledgments of deeds to be recorded in the
8 state in which he purports to act, that the individual signing such request or other instrument
9 acknowledged to him the execution, or an affidavit of a witness of such execution, duly sworn to
10 before such notary public or other officer; the authority of the individual or individuals executing any
11 such instrument on behalf of a corporate holder of any securities may be established without
12 further proof if such instrument is signed by an individual purporting to be the president or vice-
13 president of such corporation with a corporate seal affixed and attested by an individual purporting
14 to be its secretary or an assistant secretary; and the authority of any Person or Persons executing
15 any such instrument in any fiduciary or representative capacity may be established without further
16 proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or
17 representative capacity; and

18 The amount of Series 2018 Bonds owned by any Person may be proved only by
19 reference to the registration records kept by the Registrar. The amount of other securities
20 transferable by delivery held by any Person executing any instrument as an owner of such
21 securities, and the numbers, date, and other identification thereof, together with the date of his
22 ownership of the securities, may be proved by a certificate which need not be acknowledged or
23 verified, in form satisfactory to the City, executed by a member of a financial firm or by an officer of
24 a bank or trust company, insurance company, financial corporation, or other depository satisfactory
25 to the City, or by any notary public or other officer authorized to take acknowledgments of deeds to
26 be recorded in the state in which he purports to act, showing at the date therein mentioned that
27 such Person exhibited to such member, officer, notary public, or other officer so authorized to take
28 acknowledgments of deeds or had on deposit with such depository the securities described in such
29 certificate; and such certificate may be given by a member of a financial firm or by an officer of any
30 bank, trust company, insurance company, financial corporation, or other depository satisfactory to
31 the City, or by a notary public or other officer so authorized to take acknowledgments of deeds with
32 respect to securities owned by such owner, if acceptable to the City.

1 **Section 1203. Warranty Upon Issuance of Series 2018 Bonds.** Any Series 2018
2 Bonds, when duly executed and delivered, shall constitute a warranty by and on behalf of the City
3 for the benefit of each and every future Owner of any of the Series 2018 Bonds that the Series
4 2018 Bonds have been issued for valuable consideration in full conformity with law.

5 **Section 1204. Replacement of Agents.** The Paying Agent, Registrar and Transfer
6 Agent may resign, be removed, and be replaced in accordance with the provisions of the Paying
7 Agent Agreement. Every such successor shall be an Insured Bank unless the Treasurer decides
8 to assume the responsibilities of Paying Agent, Registrar or Transfer Agent. The same institution
9 shall serve as paying agent, registrar and transfer agent hereunder and under the Paying Agent
10 Agreement.

11 **Section 1205. Provisions Relating to Bond Insurance Policy.** If the Sale Certificate
12 provides that all or any portion of the Series 2018 Bonds will be insured by a Bond Insurance
13 Policy, the provisions set forth in this Section 1205 shall govern, notwithstanding anything to the
14 contrary set forth in this Ordinance. If a Bond Insurance Policy is not obtained, this Section 1205
15 and all other references in this Ordinance to a Bond Insurance Policy shall have no force and
16 effect.

17 A. Except for purposes of paragraphs A through F of Section 1102 hereof, the Insurer is
18 hereby deemed to be the sole holder of the Series 2018 Bonds insured by it for the purpose of
19 exercising any voting right or privilege or giving any consent or direction or taking any other action
20 that the holders of the Series 2018 Bonds insured by it are entitled to take pertaining to defaults
21 and remedies.

22 B. Upon a payment default with respect to the Series 2018 Bonds insured by it, the
23 Insurer shall be entitled to appoint a receiver for the Pledged Revenues.

24 C. The Insurer is hereby deemed to be a third party beneficiary to this Ordinance and all
25 terms, conditions and obligations contained herein that benefit the Insurer shall be specifically
26 enforceable by the Insurer.

27 D. No amendment or supplement to this Ordinance pursuant to Section 1102 hereof
28 may become effective except upon obtaining the prior written consent of the Insurer.

29 E. The rights of the Insurer to direct or consent to City or bondholder actions under this
30 Ordinance shall be suspended during any period in which the Insurer is in default in its payment
31 obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by
32 the Insurer and due and owing to the Insurer) and shall be of no force or effect in the event the

1 Bond Insurance Policy is no longer in effect or the Insurer asserts that the Bond Insurance Policy is
2 not in effect or the Insurer shall have provided written notice that it waives such rights.

3 F. Amounts paid by the Insurer under the Bond Insurance Policy shall not be deemed
4 paid for purposes of this Ordinance and shall remain Outstanding and continue to be due and
5 owing until paid by the City in accordance with this Ordinance.

6 G. This Ordinance shall not be discharged unless all amounts due or to become due to
7 the Insurer have been paid in full or duly provided for.

8 H. In the event that the principal of and/or interest on the Series 2018 Bonds insured by
9 it shall be paid by the Insurer pursuant to the terms of its Bond Insurance Policy, all covenants,
10 agreements and other obligations of the City to the Owners of the Series 2018 Bonds insured by it
11 shall continue to exist, such Series 2018 Bonds shall be deemed to be Outstanding and the Insurer
12 shall be fully subrogated to the rights of such Owners.

13 I. Any notice that is required to be given to the Owners pursuant to this Ordinance and
14 any amendment or supplement hereto shall also be provided to the Insurer. All notices required to
15 be given to the Insurer under this Ordinance shall be in writing, unless otherwise provided herein,
16 and shall be sent by registered or certified mail or by overnight delivery, or by such other means as
17 agreed to by the Insurer.

18 COMMITTEE APPROVAL DATE: July 10, 2018 by Consent

19 MAYOR-COUNCIL DATE: July 17, 2018

20 PASSED BY THE COUNCIL: August 6, 2018

21 [Signature] - PRESIDENT

22 APPROVED: _____ - MAYOR _____

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER

26 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____ , _____

27 PREPARED BY: BUTLER SNOW LLP DATE: July 26, 2018

28 REVIEWED BY: Jennifer M. Welborn, Assistant City Attorney DATE: July 26, 2018

29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
30 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
32 3.2.6 of the Charter.

33 Kristin M. Bronson, Denver City Attorney

34 BY: [Signature], Assistant City Attorney DATE: Jul 26, 2018