

BOND PURCHASE AGREEMENT

CITY AND COUNTY OF DENVER, COLORADO

**GENERAL OBLIGATION
VIBRANT DENVER BONDS,
SERIES 2026A**

**GENERAL OBLIGATION
VIBRANT DENVER BONDS,
TAXABLE SERIES 2026B**

[February , 2026]

City and County of Denver, Colorado

[UNDERWRITER]
[CITY, STATE]

Ladies and Gentlemen:

1. [UNDERWRITER] (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City and County of Denver, Colorado (the “City”). This offer is made subject to the City’s acceptance, which shall be evidenced by the City’s execution of this Agreement and delivery of it to the Underwriter on or before 11:59 p.m., Denver Time, on [February , 2026]. Upon the City’s acceptance of this offer, this Agreement shall be binding upon the Underwriter and the City, subject to the further provisions hereof. Capitalized terms not otherwise defined herein shall have the meaning for such terms set forth in the Ordinance (defined in paragraph 2 below) or the meaning for such terms set forth in paragraph 14 below.

2. Subject to the further provisions hereof, the Underwriter agrees to purchase from the City, and the City agrees to sell and deliver to the Underwriter, all of the (i) City and County of Denver, Colorado, General Obligation Vibrant Denver Bonds, Series 2026A, in the aggregate principal amount of \$ (the “Series 2026A Bonds”) and (ii) City and County of Denver, Colorado, General Obligation Vibrant Denver Bonds, Taxable Series 2026B, in the aggregate principal amount of \$ (the “Series 2026B Bonds” and, together with the Series 2026A Bonds, the “Bonds”), at the Purchase Price. The Bonds will mature, bear interest and be sold at the prices indicated in Exhibit A hereto. The Purchase Price is to be used for the purposes set forth in Ordinance No. 0005, Series of 2026 adopted by the City on [, 2026], authorizing the issuance of the Bonds (the “Ordinance”).

3. Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting

solely in its capacity as underwriter for its own accounts; (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

4. The City shall deliver the duly issued and executed Bonds to Zions Bancorporation, National Association, in its capacity as Paying Agent for the Bonds (the "Paying Agent"), to hold for The Depository Trust Company ("DTC") pursuant to the agreement in effect between the Paying Agent and DTC, and the Underwriter shall deliver the Purchase Price to the City in immediately available funds by 9:00 a.m., Denver Time, on the Closing Date (as defined below), or at such other place and time as shall be mutually agreed upon by the City and the Underwriter. (Such deliveries are referred to as the "Closing.") The documents to support the Closing will be held and may be examined at the offices of Kutak Rock LLP in Denver, Colorado at the same time on the Closing Date.

5. The City has cooperated with and has taken all actions reasonably requested by the Underwriter to facilitate the Underwriter's offer and sale of the Bonds to third parties, including the preparation of the Preliminary Official Statement relating to the Bonds, dated [], 2026 (the "Preliminary Official Statement"), and the City shall cooperate with, and shall take all actions reasonably requested by, the Underwriter to facilitate the Underwriter's offer and sale of the Bonds to third parties, including but not limited to: (i) the preparation of any supplements or amendments to the Preliminary Official Statement that the Underwriter reasonably determines are necessary and the final Official Statement relating to the Bonds to be dated prior to the Closing Date and any supplements or amendments thereto that the Underwriter reasonably determines are necessary (the "final Official Statement" and, together with the Preliminary Official Statement, the "Official Statement"), and (ii) all actions necessary under the securities or "blue sky" laws of the jurisdictions specified by the Underwriter to enable it to offer and sell the Bonds in or to residents of such jurisdictions. In addition, in order to facilitate compliance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), the City (A) has certified, and hereby affirms its certification, that the Preliminary Official Statement is "final" as of its date as required by Rule 15c2-12; (B) hereby authorizes and ratifies the distribution of the Preliminary Official Statement to any potential customers (as defined in Rule 15c2-12) until the Official Statement is available; (C) hereby agrees to make available to the Underwriter, within seven business days of the date of this Agreement, as many hard copies of the Official Statement as the Underwriter deems sufficient for purposes of complying with Rule 15c2-12; (D) hereby authorizes and approves the distribution and use of the Official Statement in connection with the offering and sale of the Bonds; and (E) hereby agrees to enter into a written agreement or contract, constituting an undertaking (the "Continuing Disclosure Undertaking") to provide ongoing disclosure about the City, for the benefit of the owners of the Bonds on or before the date of delivery of the Bonds as required by Rule 15c2-12, which Continuing Disclosure Undertaking shall be in the form attached as Appendix D to the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

6. With respect to the establishment of the issue price of the Bonds:

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the Closing, an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (A) the Underwriter has sold all Bonds of that maturity or (B) the 10% test has been satisfied as to the Bonds of that maturity, provided that the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity shall be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (as both terms are defined below);

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group

agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

7. The Underwriter’s obligation to purchase the Bonds shall be subject to the Underwriter’s receipt of each of the following in form and substance satisfactory to the Underwriter:

(a) a certified copy of the Ordinance and an executed copy of the Sale Certificate dated as of the Closing Date (the “Sale Certificate”);

(b) an executed copy of the Paying Agent and Registrar Agreement, dated as of the Closing Date (the “Paying Agent Agreement”), by and between the City and the Paying Agent;

(c) an executed copy of the Continuing Disclosure Undertaking;

(d) an executed copy of the Blanket Issuer Letter of Representations (the “Letter of Representations”) between the City and DTC;

(e) the unqualified approving opinion of Kutak Rock LLP (“Bond Counsel”);

(f) a letter from Ballard Spahr LLP as to their participation in the preparation of, and as to the material set forth in, the Official Statement;

(g) certificates of the City as to (i) the facts necessary to support the opinions referred to in clauses (e) and (f) above; (ii) the enforceability of the Bonds, the Ordinance, the Sale Certificate, this Agreement, the Paying Agent Agreement, and the Continuing Disclosure Undertaking (collectively, the “City Documents”); (iii) the accuracy of the Preliminary Official Statement and the Official Statement; (iv) litigation affecting the City; and (v) such other matters as are customary with respect to the issuance of obligations such as the Bonds or as the Underwriter may reasonably request;

(h) evidence satisfactory to the Underwriter that [RATING AGENCY] has rated the Bonds [“ ”] and that such rating is in effect as of the Closing Date; and

(i) such additional agreements, documents, instruments, opinions and certificates as the Underwriter may reasonably request.

8. The City represents to the Underwriter that:

(a) the Preliminary Official Statement (excluding the information under the headings “APPENDIX B—City and County of Denver 2024 Economic and Demographic Report,” “APPENDIX D—Form of Opinion of Bond Counsel,” and “APPENDIX E—Book-Entry Only System,” as to which no opinion is given) as of its date did not, and the Official Statement (excluding the information under the headings “APPENDIX B—City and County of Denver 2024 Economic and Demographic Report,” “APPENDIX D—Form of Opinion of Bond Counsel,” and “APPENDIX E—Book-Entry Only System,” as to which no opinion is given) as of its date and to and including the Closing Date will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(b) the City is a municipal corporation duly organized and existing as a home rule city under Article XX of the State Constitution and under the Charter and is a political subdivision of the State;

(c) the City has the legal right, power and authority (i) to adopt, perform its obligations under and comply with the provisions of the Ordinance; (ii) to issue, execute and deliver the Bonds; and (iii) to execute, deliver and perform its obligations under the City Documents;

(d) at or prior to the Closing Date, the City will (i) have duly adopted the Ordinance; (ii) have duly authorized (A) the issuance, sale, execution and delivery of the Bonds; (B) the performance of its obligations under the Ordinance, the Sale Certificate, the Paying Agent Agreement and the Continuing Disclosure Undertaking; (C) the execution, delivery and performance of its obligations under this Agreement; (D) the execution and delivery of the Official Statement; (iii) have duly issued, executed and delivered the Bonds; (iv) have duly authorized the use by the Underwriter, in connection with the offering and sale of the Bonds, of the Official Statement; (v) have duly ratified the use by the Underwriter, prior to the date hereof in connection with the offering of the Bonds, of the Preliminary Official Statement; (vi) have performed all obligations which are required to be performed by it at or prior to the Closing Date under the Ordinance and this Agreement; and (vii) be in compliance with all provisions of the Ordinance and this Agreement;

(e) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, investigation or controversy of any nature pending, or to the City's knowledge threatened, (i) in any way questioning (A) the ability of any officer of the City to exercise the duties and responsibilities of his or her office; or (B) the existence, powers or authority of the City; (ii) seeking to restrain or enjoin (A) the issuance, sale, execution or delivery of, or the performance by the City of its obligations under, the Ordinance; or (B) the payment of amounts due to the City under the Ordinance; (iii) in any way contesting or affecting (A) the issuance, sale, execution or delivery of the Bonds; or (B) the validity or enforceability of the Ordinance or this Agreement or any action contemplated by or pursuant to any of the foregoing; (iv) which may result, either individually or in the aggregate, in final judgments against the City materially affecting its financial condition; or (v) asserting that the Preliminary Official Statement or the final Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) any certificate or copy of any certificate signed by any official of the City and delivered to the Underwriter pursuant hereto or in connection herewith will be deemed a representation by the City to the Underwriter as to the truth of the statements made therein;

(g) the City is not in default, and at no time has been in default, in the payment of principal of or premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment, principal, premium, if any, or interest;

(h) the City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon;

(i) the authorization, execution and delivery of the Ordinance, the Bonds or the City Documents by the City, the observation and performance by the City of its duties, covenants, obligations and agreements, and the consummation of the transactions provided for in the Ordinance, the Bonds or the City Documents, the compliance by the City with the provisions of the Ordinance, the Bonds or the City Documents will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of the Ordinance);

9. The City hereby covenants with the Underwriter that:

(a) the City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld;

(b) the City shall not materially amend, terminate, or rescind, and will not agree to any material amendment, termination, or rescission of the Ordinance, the Continuing Disclosure Undertaking or this Agreement without the prior written consent of the Underwriter prior to the Closing Date, which consent shall not be unreasonably withheld;

(c) the City shall promptly advise the Underwriter by written notice of any matter arising or discovered after the date of this Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations set forth herein to be untrue or misleading or might cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; or any developments that affect the accuracy and completeness of the key representations (within the meaning of Rule 15c2-12) contained in the Official Statement that may occur during the period from the date hereof to and including the date which is 25 days following the End of the Underwriting Period;

(d) the City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Agreement;

(e) the City will undertake, pursuant to the Continuing Disclosure Undertaking, to provide annual reports and notices of certain events in compliance with Rule 15c2-12. The form of this undertaking is set forth as Appendix D to the Official Statement; and

(f) the City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from State income taxation or the excludability from gross income for federal income tax purposes of the interest on the Series 2026A Bonds under the Internal Revenue Code of 1986, as amended.

10. The Underwriter's obligation to purchase the Bonds also shall be subject to the Underwriter's right, in its absolute discretion, to elect to terminate this Agreement by written notice to the City if at any time after the date of this Agreement and prior to the Closing:

(a) Any event shall have occurred, or information becomes known, which, in the Underwriter's opinion, makes untrue, in any material respect, any statement or information contained in the Official Statement, or has the effect that the final Official Statement or the Preliminary Official Statement (except as modified by the Official Statement) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(b) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(c) The market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) there shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(ii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(d) The New York Stock Exchange, any other national securities exchange or any governmental authority shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force or being enforced, or increase materially those now in force or being enforced, with respect to the extension of credit by, or charges to the net capital requirement of, or financial responsibility requirements of, the Underwriter;

(e) A general banking moratorium shall have been established by federal, New York or Colorado authorities;

(f) Any rating of any obligations of the City shall have been downgraded or withdrawn by any rating service, which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds;

(g) Legislation is adopted by either house of the United States Congress, or favorably reported for passage to either house of the United States Congress by any

committee of such house to which such legislation has been referred for consideration, legislation is actively considered for enactment by the United States Congress, legislation is recommended to the United States Congress for passage by the President of the United States, a decision by a court of the United States or the United States Tax Court is rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency is made, with respect to federal taxation upon revenues or other income of the City or upon interest payable on obligations of the general character of the Series 2026A Bonds or which would change directly or indirectly the federal income tax consequences of interest on obligations of the general character of the Series 2026A Bonds in the hands of the owners thereof; or

(h) Any change shall have occurred which makes unreasonable or unreliable any of the financing assumptions upon which payment of debt service on the Bonds is predicated.

11. The City shall pay or cause to be paid, from the proceeds from the sale of the Bonds or other funds available to it, the expenses incident to the issuance and sale of the Bonds (the "Costs of Issuance"), including but not limited to the Underwriter's Discount and the expenses of the Underwriter, the fees and expenses of the Paying Agent, Kutak Rock LLP, Ballard Spahr LLP, and any other attorneys, accountants or other experts or consultants retained in connection with the issuance and sale of the Bonds (including but not limited to the City's independent auditors), fees and charges of any paying agent or other agent retained in connection with the payment of, or the administration of the payment of, the Bonds, fees to register the Bonds with DTC, CUSIP fees, clearing and delivery fees, the costs of printing and distributing the Preliminary Official Statement and the Official Statement, and any costs incurred in connection with the rating of the Bonds, including but not limited to rating agency fees and expenses incurred in communicating with or making presentations to rating agencies.

12. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument. Photostatic copies of executed counterparts hereof or copies of executed counterparts hereof transmitted by facsimile transmission shall be binding to the same effect as originally signed counterparts.

13. This Agreement shall be governed by the laws of the State of Colorado.

14. For purposes of this Agreement, the following terms have the meanings specified:

Date of this Agreement: , 2026

Aggregate Series 2026A Principal Amount:

Series 2026A Original Issue Premium:

Series 2026A Underwriter's Discount:

Aggregate Series 2026B Principal Amount:

Series 2026B Underwriter's Discount:

Purchase Price (Aggregate Principal Amount of Bonds plus Series 2026A Original Issue Premium less Aggregate Underwriter's Discount):

Closing Date: , 2026

[Signature Page Follows]

[UNDERWRITER]

By _____
Authorized Officer

Date of Signature: _____, 2026

This Bond Purchase Agreement is hereby accepted by the City on the date and at the time set forth below:

CITY AND COUNTY OF DENVER,
COLORADO

By _____
Manager of Finance, Chief Financial
Officer, *Ex-Officio Treasurer*

Date of Signature: _____, 2026
Time of Signature: _____ p.m.

[Signature Page to Bond Purchase Agreement]

EXHIBIT A
BOND PRICING INFORMATION

Series 2026A Bonds:

Maturity Date	Principal Amount	Interest Rate	Yield	Price	10% Test Used	Hold-the-Offering-Price Rule Used
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¹ The Series 2026A Bonds maturing on and after August 1, 20 , are subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Series 2026A Bonds of a maturity are to be redeemed, the Series 2026A Bonds of such maturity are to be selected by lot (giving proportionate weight to Series 2026A Bonds in denominations larger than \$5,000), on August 1, 20 , or on any date thereafter, at a redemption price equal to the principal amount of the Series 2026A Bond or portion thereof so redeemed, plus accrued interest to the redemption date, without a redemption premium.

Series 2026B Bonds:

Maturity Date	Principal Amount	Interest Rate	Yield	Price	10% Test Used	Hold-the-Offering-Price Rule Used
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¹ The Series 2026B Bonds maturing on and after August 1, 20 , are subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Series 2026B Bonds of a maturity are to be redeemed, the Series 2026B Bonds of such maturity are to be selected by

lot (giving proportionate weight to Series 2026B Bonds in denominations larger than \$5,000), on August 1, 20 , or on any date thereafter, at a redemption price equal to the principal amount of the Series 2026B Bond or portion thereof so redeemed, plus accrued interest to the redemption date, without a redemption premium.

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

CITY AND COUNTY OF DENVER, COLORADO
GENERAL OBLIGATION BONDS,
SERIES 2026A

The undersigned, on behalf of [UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds"). Capitalized terms used herein are defined in Section 2 below.

1. *Sale of the General Rule Maturities.* As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. *Defined Terms.*

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means the City and County of Denver, Colorado.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is February , 2026.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the

representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

By: _____

Name: _____

Dated: , 2026

SCHEDULE A
SALE PRICES OF THE MATURITIES
Series 2026A Bonds

Maturity Date	Principal Amount	Interest Rate	Yield	Price	10% Test Used	Hold-the- Offering- Price Rule Used
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¹ The Series 2026A Bonds maturing on and after August 1, 20 , are subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Series 2026A Bonds of a maturity are to be redeemed, the Series 2026A Bonds of such maturity are to be selected by lot (giving proportionate weight to Series 2026A Bonds in denominations larger than \$5,000), on August 1, 20 , or on any date thereafter, at a redemption price equal to the principal amount of the Series 2026A Bond or portion thereof so redeemed, plus accrued interest to the redemption date, without a redemption premium.