

1 **BY AUTHORITY**

2 ORDINANCE NO. ____
3 SERIES OF 2016

COUNCIL BILL NO. CB16-0050
COMMITTEE OF REFERENCE:
FINANCE & SERVICES

5 **A BILL**

6 **For an ordinance authorizing the issuance of City and County of Denver,**
7 **Colorado, Dedicated Tax Revenue Refunding and Improvement Bonds,**
8 **Series 2016A, and City and County of Denver, Colorado, Dedicated Tax**
9 **Revenue Refunding and Improvement Bonds, Taxable Series 2016B, for**
10 **the purpose of financing and defraying the cost of acquiring, constructing,**
11 **installing and improving the National Western Center campus and the**
12 **Colorado Convention Center, together with all necessary, incidental or**
13 **appurtenant properties, facilities, equipment and costs, and refunding all**
14 **the outstanding excise tax revenue bonds that previously financed and**
15 **refinanced the Colorado Convention Center; authorizing the execution of**
16 **certain agreements and providing other details in connection therewith;**
17 **ratifying action previously taken relating thereto; providing other matters**
18 **relating thereto; and providing the effective date thereof.**
19

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

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

28 **WHEREAS**, at the municipal election duly called and held in the City on
29 November 2, 1999 (the "1999 Election"), a majority of electors of the City qualified to
30 vote and voting thereon approved a ballot question authorizing the City to issue excise
31 tax revenue bonds in the maximum amount of \$261,500,000, payable from designated
32 portions of the City's Lodger's Tax (hereinafter defined), Food and Beverage Tax
33 (hereinafter defined), and Auto Rental Tax (hereinafter defined), for the purpose of
34 financing and/or refinancing the cost of acquiring, constructing and installing
35 improvements to expand and improve the Colorado Convention Center, together with
36 other facilities necessary therefor (the "Convention Center Project") and authorized the

1 increase of the City's Lodger's Tax from 8.0% to 9.75% and the increase of the City's
2 Auto Rental Tax from 5.5% to 7.25%, commencing on January 1, 2000 and until such
3 bonds or obligations related thereto were no longer outstanding;

4 **WHEREAS**, in order to finance and refinance the Convention Center Project
5 pursuant to the authority conferred at the 1999 Election, the City has previously issued,
6 and there is currently outstanding, (a) the City and County of Denver, Colorado, Excise
7 Tax Revenue Refunding Bonds, Series 2005A in the aggregate principal amount of
8 \$97,735,000 (the "Series 2005A Bonds"), and (b) the City and County of Denver,
9 Colorado, Excise Tax Revenue Refunding Bonds, Series 2009A in the aggregate
10 principal amount of \$73,630,000 (the "Series 2009A Bonds" and together with the
11 Series 2005A Bonds, the "Refunded Bonds");

12 **WHEREAS**, the Council, in the name and on behalf of the City, has determined
13 and hereby declares that it is advantageous and in the best interests of the City and the
14 inhabitants thereof to issue dedicated tax revenue refunding bonds pursuant to the
15 Charter and pursuant to part 1 of Article 56 of title 11, Colorado Revised Statutes, as
16 amended (the "Refunding Act"), to refund, pay, defease and discharge all of the
17 outstanding Refunded Bonds (the "Refunding Project") in order to reduce the net
18 effective interest rate; to modify or eliminate restrictive contractual limitations
19 appertaining to the Refunded Bonds or to the incurring of additional indebtedness or
20 obligations; or any combination of the foregoing;

21 **WHEREAS**, at the municipal election duly called and held in the City on
22 Tuesday, November 3, 2015 (the "2015 Election"), a majority of electors of the City
23 qualified to vote and voting thereon approved a ballot question (the "2015 Ballot
24 Question") authorizing the City to issue bonds or other financial obligations in the
25 maximum amount of \$778,000,000 for the purpose of financing certain projects,
26 including the National Western Center and the Colorado Convention Center
27 (collectively, the "Improvement Project"), with such bonds or other financial obligations
28 to be repaid from revenues derived from the City's Lodger's Tax, Auto Rental Tax and
29 other legally available revenues (excluding property taxes) as the Council may
30 determine, and the 2015 Ballot Question further provided that the expiration of the
31 Lodger's Tax and the Auto Rental Tax at a rate equal to 1.75% approved by the voters

1 in 1999 be extended indefinitely (collectively, the “Excise Tax Increases”), with the
2 revenues from such taxes to be used to pay the debt authorized by the 2015 Ballot
3 Question and the costs of operating, maintaining and improving the National Western
4 Center campus and the Colorado Convention Center and other tourism related projects;

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

10 **WHEREAS**, construction, acquisition and installation of the Improvement Project
11 is consistent with and in furtherance of the Comprehensive Plan of the City;

12 **WHEREAS**, in order to finance the Refunding Project and the Improvement
13 Project (collectively, the “Project”), the City desires to issue its (a) City and County of
14 Denver, Colorado, Dedicated Tax Revenue Refunding and Improvement Bonds, Series
15 2016A, dated their date of delivery (the “Series 2016A Bonds”), and its (b) City and
16 County of Denver, Colorado, Dedicated Tax Revenue Refunding and Improvement
17 Bonds, Taxable Series 2016B, dated their date of delivery (the “Series 2016B Bonds”
18 and together with the Series 2016A Bonds, the “Series 2016 Bonds”) as set forth herein
19 and in the Sale Certificate (hereinafter defined);

20 **WHEREAS**, a portion of the proceeds of the Series 2016A Bonds will be used to
21 refund, pay, defease and discharge all the outstanding Series 2009A Bonds and a
22 portion of the proceeds of the Series 2016A Bonds will be used to finance a portion of
23 the Improvement Project;

24 **WHEREAS**, a portion of the proceeds of the Series 2016B Bonds will be used to
25 refund, pay, defease and discharge all the outstanding Series 2005A Bonds and a
26 portion of the proceeds of the Series 2016B Bonds will be used to finance a portion of
27 the Improvement Project;

28 **WHEREAS**, pursuant to Article X, Section 20(4)(b) of the State Constitution, the
29 portion of the Series 2016 Bonds that are being issued for the purpose of financing the
30 Refunding Project may be issued without voter approval in advance to refinance the
31 Refunded Bonds at a lower interest rate;

1 **WHEREAS**, the portion of the Series 2016 Bonds that are being issued for the
2 purpose of financing the Refunding Project constitute Refunding Bonds pursuant to
3 Section 20-95 of the Revised Municipal Code of the City (the “City Code”);

4 **WHEREAS**, the portion of the Series 2016 Bonds that are being issued for the
5 purpose of financing the Improvement Project are being issued pursuant to the authority
6 conferred at the 2015 Election;

7 **WHEREAS**, the Series 2016 Bonds shall be secured by an irrevocable and first
8 lien (but not necessarily an exclusive first lien) on (a) the Excise Tax Increases, and (b)
9 the Auto Rental Tax at the rate of 5.50%, the Food and Beverage Tax (hereinafter
10 defined) at the rate of 0.50%, and the Lodger’s Tax at the rate of 6.25%, not including
11 certain Excluded Taxes (hereinafter defined) (collectively, the “Base Excise Taxes” and
12 together with the Excise Tax Increases, the “Pledged Excise Taxes”);

13 **WHEREAS**, pursuant to Section 20-92 of the City Code, the Manager of Finance,
14 Chief Financial Officer, *ex-officio* Treasurer (the “Treasurer”) has retained
15 FirstSouthwest, a division of Hilltop Securities Inc. as financial advisor to assist the City
16 and communicated such retention in writing to the President of the Council, and the
17 Clerk and Recorder, *ex-officio* Clerk (the “Clerk”), of the City has read such
18 communication to the Council;

19 **WHEREAS**, before undertaking any action that obligates or could obligate the
20 City financially with regard to the issuance of any of the Series 2016 Bonds, the
21 Treasurer has or will provide the written notification to the Council required pursuant to
22 Section 20-93 of the City Code, the Clerk has or will read such notification to the
23 Council at its next regularly scheduled meeting, and the Treasurer will not take any
24 action obligating the City to issue any of the Series 2016 Bonds until at least fifteen (15)
25 days after such reading relating to such Series 2016 Bonds;

26 **WHEREAS**, the Council has determined and does hereby declare that it is
27 necessary and in the best interests of the City that the City undertake the financing of
28 the Improvement Project and the Refunding Project herein authorized and defray the
29 costs thereof by issuing the Series 2016 Bonds and does hereby declare:

30 A. The public interest, safety and welfare require the issuance of the
31 Series 2016 Bonds;

1 B. The Series 2016 Bonds shall be issued pursuant to the provisions
2 of this Ordinance and the Sale Certificate authorized hereby;

3 C. All acts, conditions and things required by law to exist, to have
4 happened and to have been performed as a condition to the issuance of the Series
5 2016 Bonds do or will exist, have happened or will happen and have been or will be
6 performed in regular and due time, form and manner as required by law; and

7 D. The procedures and requirements of Article V, Chapter 20 of the
8 City Code have been or will be completely and timely met in respect of the negotiated
9 sale of the Series 2016 Bonds to the Underwriters (hereinafter defined);

10 **WHEREAS**, prior to the enactment hereof, there will have been filed with the
11 Clerk the proposed forms of the following documents with respect to the Series 2016
12 Bonds:

13 A. Bond Purchase Agreement between the City and the Underwriters
14 for the purchase of all of the Series 2016 Bonds (the “Bond Purchase Agreement”)
15 (Clerk File No. 16-0053;

16 B. Preliminary Official Statement relating to the Series 2016 Bonds
17 (the “Preliminary Official Statement”) (Clerk File No. 16-0053-001;

18 C. The Continuing Disclosure Undertaking executed by the City
19 relating to the Series 2016 Bonds (the “Continuing Disclosure Undertaking”), (Clerk File
20 No. 16-0053-002;

21 D. The Paying Agent, Registrar and Transfer Agent Agreement
22 between the City and Zions Bank, a division of ZB, National Association, as Paying
23 Agent, relating to the Series 2016 Bonds (the “Paying Agent Agreement”), (Clerk File
24 No. 16-0053-003;

25 E. The Escrow Agreement related to the refunding of the Series
26 2005A Bonds, between the City and Zions Bank, a division of ZB, National Association,
27 as Escrow Agent (the “2005A Escrow Agreement”), (Clerk File No. 16-0053-004; and

28 F. The Escrow Agreement related to the refunding of the Series
29 2009A Bonds, between the City and Zions Bank, a division of ZB, National Association,
30 as Escrow Agent (the “2009A Escrow Agreement” and together with the 2005A Escrow
31 Agreement, the “Escrow Agreements”), (Clerk File No. 16-0053-005.

1 2016 Bonds or other issue of Additional Parity Bonds or Parity Securities or any portion
2 thereof for all Bond Years beginning with the Bond Year in which Debt Service
3 Requirements of the Series 2016 Bonds or such Additional Parity Bonds or Parity
4 Securities or any portion thereof are first payable after the computation date and ending
5 with the Bond Year in which the last of the Debt Service Requirements are payable,
6 divided by the whole number of such years.

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

12 “Base Excise Taxes Account” means the account by that name
13 established within the Revenue Fund pursuant to Section 501 hereof.

14 “Beneficial Owners” means those Persons having beneficial ownership
15 interests in Series 2016 Bonds or registered in the name of the Securities Depository or
16 a nominee therefor.

17 “Bond Fund” means the “City and County of Denver, Colorado, Dedicated
18 Tax Revenue Bonds, Bond Fund,” created in Section 501 of this Ordinance, and
19 includes the Series 2016A Bond Fund Account and the Series 2016B Bond Fund
20 Account. A separate account within the Bond Fund shall be created in connection with
21 the issuance of any Additional Parity Bonds.

22 “Bond Insurance Policy” means, collectively, one or more insurance
23 policies, if any, issued by the Insurer to the City guaranteeing the scheduled payment of
24 principal of and interest on all or a portion of the Series 2016 Bonds when due, if set
25 forth in the Sale Certificate.

26 “Bond Purchase Agreement” means the Bond Purchase Agreement for
27 the Series 2016 Bonds dated its date of execution, between the City and the
28 Underwriters.

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

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

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

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

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

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

10 “Combined Average Annual Debt Service Requirements” means the sum
11 of the Average Annual Debt Service Requirements of all issues of the Series 2016
12 Bonds, Additional Parity Bonds or Parity Securities or portions thereof for which the
13 computation is being made.

14 “Combined Maximum Annual Debt Service Requirements” means the
15 Maximum Annual Debt Service Requirements of all Series 2016 Bonds, Additional
16 Parity Bonds or Parity Securities for which the computation is being made, treated as a
17 single issue; provided, however, that the Debt Service Requirements of the Series 2016
18 Bonds and the Debt Service Requirements of any issue of Parity Securities shall be
19 deemed not to include any amounts required to be paid by the application of moneys in
20 the Reserve Fund in accordance with the provisions of Section 505 hereof or in a
21 reserve fund or account established by the ordinance authorizing the issuance of such
22 Parity Securities in accordance with the corresponding provisions of such ordinance.

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

28 “Continuing Disclosure Undertaking” means the Continuing Disclosure
29 Undertaking executed by the City relating to the Series 2016 Bonds.

30 “Costs of Issuance Fund” means the “City and County of Denver,
31 Colorado, Dedicated Tax Revenue Refunding and Improvement Bonds, Series 2016,

1 Costs of Issuance Fund” created in Section 501 hereof and held by the Paying Agent.
2 The Series 2016A Costs of Issuance Account and the Series 2016B Costs of Issuance
3 Account shall be maintained as accounts within the Costs of Issuance Fund.

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

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

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

15 (3) The costs of contingencies;

16 (4) The costs of premiums on any builders’ risk insurance and
17 performance bonds during the construction, installation and other acquisition of
18 the Improvement Project, or a reasonably allocated share thereof;

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

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

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

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

29 (9) The costs of demolishing, removing, or relocating any buildings,
30 structures, or other facilities on land acquired for the Improvement Project, and of

1 acquiring lands to which such buildings, structures or other facilities may be
2 moved or relocated;

3 (10) The costs of machinery and equipment;

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

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

9 (13) The costs of issuance of the Series 2016 Bonds; and

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

11 "Council" means the City Council of the City.

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

15 "Debt Service Requirements" means, for any period, the principal of and
16 interest on any designated bonds or other obligations; provided that the determination of
17 the Debt Service Requirements of any bonds or other obligations, including without
18 limitation the Series 2016 Bonds, any Additional Parity Bonds and any Parity Securities,
19 shall assume the redemption and payment of such bonds or other obligations on any
20 applicable mandatory Redemption Dates. In any computation relating to the issuance
21 of Additional Parity Bonds or other Parity Securities required by Section 703 hereof,
22 there shall be excluded from the computation of Debt Service Requirements any
23 amounts in an escrow account (including the known minimum yield from any
24 investments) irrevocably committed to make such payments with respect to bonds or
25 other obligations deemed paid or no longer Outstanding as provided in this Ordinance
26 and any proceeds constituting capitalized interest.

27 When computing the Debt Service Requirements for any issue of Variable
28 Rate Bonds, it shall be assumed that any such securities Outstanding at the time of the
29 computation will bear interest during any period at the highest of (a) the actual rate on
30 the date of calculation, or if the securities are not yet outstanding, the initial rate (if
31 established and binding), (b) if the securities have been outstanding for at least twelve

1 (12) months, the average rate over the twelve (12) months immediately preceding the
2 date of calculation, and (c) (i) if interest on the securities is excludable from gross
3 income under the applicable provisions of the Tax Code, the average of the SIFMA
4 Index during the preceding twelve (12) months plus one hundred (100) basis points, or
5 (ii) if interest is not so excludable, the interest rate on direct Federal Securities with
6 comparable maturities plus fifty (50) basis points. It is to be further assumed that any
7 such Variable Rate Bonds that may be tendered prior to maturity for purchase at the
8 option of the owner thereof will mature on their stated Maturity Dates or mandatory
9 Redemption Dates.

10 For purposes of calculating the Debt Service Requirements, if a Parity
11 Financial Products Agreement has been entered into by the City with respect to the
12 Series 2016 Bonds or any Parity Securities, interest on the Series 2016 Bonds or such
13 Parity Securities shall be included in the calculation of such principal and interest by
14 including for each Fiscal Year an amount equal to the amount of interest payable on the
15 Series 2016 Bonds or such Parity Securities in such Fiscal Year during such period
16 determined as hereinabove provided plus any Financial Products Payments payable in
17 any such Fiscal Year minus any Financial Products Receipts receivable in any such
18 Fiscal Year; provided that in no event shall any calculation made pursuant to this
19 sentence result in a number less than zero being included in the calculation of such
20 interest.

21 In determining the amount of any Financial Products Payments or
22 Financial Products Receipts on any interest rate swaps or other similar Financial
23 Products Agreement which Financial Products Payments or Financial Products
24 Receipts are based on interest rates which are not fixed in percentage for the entire
25 term of the Financial Products Agreement, such amount shall be calculated by
26 assuming such variable interest rate is a fixed interest rate equal to the average of the
27 daily interest rate for such Payments or Receipts under such Financial Products
28 Agreement during the twelve months preceding the calculation or during the time the
29 Financial Products Agreement has been in effect if less than twelve months and if such
30 Financial Products Agreement is not then in effect, the variable interest rate shall be
31 deemed to be a fixed interest rate equal to the average daily interest rate for such

1 Payments or Receipts which would have been applicable if such Financial Products
2 Agreement had been in effect for the preceding twelve month period, all as set forth in a
3 certificate of the Treasurer.

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

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

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

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

11 “Escrow Account” means, collectively, the Series 2005A Escrow Account
12 and the Series 2009A Escrow Account held by the Escrow Bank in connection with the
13 Refunding Project, as further set forth in the Escrow Agreements.

14 “Escrow Agreements” means, collectively, the 2005A Escrow Agreement
15 and the 2009A Escrow Agreement.

16 “Escrow Bank” means Zions Bank, a division of ZB, National Association,
17 Denver, Colorado serving in the capacity of escrow bank pursuant to the Escrow
18 Agreements, or its successors or assigns.

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

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

23 “Excise Tax Increases Account” means the account by that name
24 established within the Revenue Fund pursuant to Section 501 hereof.

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

27 “Excluded Taxes” means, collectively, (a) the Lodger’s Tax levied at the
28 rate of 3.25% on the privilege of purchasing lodging at the Denver Convention Center
29 Hotel, and (b) the Auto Rental Tax levied at the rate of 3.50% on the short-term rental of
30 automobiles at the Denver Convention Center Hotel. The Excluded Taxes are not

1 included in the Base Excise Taxes and are not pledged to the payment of the 2016
2 Bonds.

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

8 “Financial Products Agreement” means an interest rate swap, cap, collar,
9 floor, other hedging agreement, arrangement or security, however denominated,
10 entered into by the City with a Provider with respect to the Series 2016 Bonds or
11 specific securities or as otherwise permitted by State law and providing that any
12 payments by the City thereunder are payable from a lien on all or a portion of the
13 Pledged Revenues and for the purpose of (i) reducing or otherwise managing the City’s
14 risk of interest rate changes or (ii) effectively converting the City’s interest rate
15 exposure, in whole or in part, from a fixed rate exposure to a variable rate exposure, or
16 from a variable rate exposure to a fixed rate exposure.

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

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

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

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

29 “Food and Beverage Tax” means the sales and use taxes levied by
30 Sections 53-21 through 53-70 and by Sections 53-91 through 53-138 of the City Code

1 on prepared food and beverages not exempted from taxation under Section 53-26(8) of
2 the City Code.

3 “Improvement Project” means, collectively, any of the projects to be
4 financed with the proceeds of the Series 2016 Bonds as authorized at the 2015
5 Election.

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

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

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

19 “Interest Payment Date” means a date designated for the payment of
20 interest on the Series 2016 Bonds or any other designated securities.

21 “Lodger’s Tax” means those taxes levied by Sections 53-166 through 53-
22 208 of the City Code on the privilege of purchasing lodging.

23 “Lodger’s Tax Increase” means the Lodger’s Tax levied at the rate of
24 1.75% of the purchase price paid or charged for purchasing such lodging, approved by
25 the electors of the City at the 1999 Election and extended by the electors of the City at
26 the 2015 Election.

27 “Maturity Date” means a date designated for the payment of principal of
28 the Series 2016 Bonds or any other designated securities at maturity.

29 “Maximum Annual Debt Service Requirements” means the maximum
30 aggregate amount of Debt Service Requirements (excluding redemption premiums) due
31 on the Series 2016 Bonds or any other issue of Parity Securities in any Bond Year

1 beginning with the Bond Year in which Debt Service Requirements of the Series 2016
2 Bonds or such Parity Securities are first payable after the computation date and ending
3 with the Bond Year in which the last of the Debt Service Requirements are payable.

4 “Mayor” means the Mayor of the City.

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

8 “Official Statement” means the Official Statement relating to the Series
9 2016 Bonds.

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

11 “Outstanding,” when used with reference to the Series 2016 Bonds or
12 Parity Securities and as of any particular date, means all the Series 2016 Bonds or
13 Parity Securities theretofore duly issued except: any Bond or Parity Security canceled
14 by or on behalf of the City at or before such date; any Bond or Parity Security deemed
15 to have been paid within the meaning of Section 901 hereof (or of any corresponding
16 section of the ordinance or other enactment authorizing the issuance of such Parity
17 Security); and any Bond or Parity Security in lieu of or in substitution for which another
18 Bond or Parity Security shall have been executed and delivered pursuant to Section 309
19 hereof (or to any corresponding sections of the ordinance or other enactment
20 authorizing the issuance of such Parity Security). For purposes of this Ordinance,
21 Series 2016 Bonds in respect of which the Insurer has paid principal and/or interest
22 shall be deemed to be Outstanding until such time as the Insurer has been reimbursed
23 in full.

24 “Owner” means the registered owner of any Series 2016 Bond.

25 “Parity Financial Products Agreement” means any Financial Products
26 Agreement pursuant to which Financial Products Payments are payable from a lien on
27 all or a portion of the Pledged Revenues on a parity with the Series 2016 Bonds.

28 “Parity Securities” means bonds, notes, securities, leases or other
29 obligations payable from all or a portion of the Pledged Revenues and having a lien on
30 all or a portion of the Pledged Revenues on a parity with the lien thereon of the Series
31 2016 Bonds.

1 “Participants” means participating underwriters, securities brokers or
2 dealers, banks, trust companies, closing corporations or other persons or entities for
3 which the Securities Depository holds Series 2016 Bonds.

4 “Paying Agent” means Zions Bank, a division of ZB, National Association,
5 a national banking association, or such successor paying agent, as shall be appointed
6 hereunder or under the Paying Agent Agreement.

7 “Paying Agent Agreement” means the Paying Agent, Registrar and
8 Transfer Agent Agreement, between the City and the Paying Agent, dated the date of
9 delivery of the Series 2016 Bonds, as amended from time to time.

10 “Permitted Investments” means such investments or reinvestments as are
11 permitted and authorized to be made by the Treasurer pursuant to the Charter and the
12 City’s investment policy.

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

16 “Pledged Excise Taxes” means, collectively, the Excise Tax Increases and
17 the Base Excise Taxes. The Pledged Excise Taxes do not include the Excluded Taxes.

18 “Pledged Revenues” means all revenues hereafter received by the City
19 from time to time from the Pledged Excise Taxes and all other moneys credited to the
20 Revenue Fund, the Bond Fund, and the Reserve Fund in accordance with the
21 provisions hereof, subject to the terms and provisions of this Ordinance.

22 “Policy Costs” means the principal amount of any claim paid by the Insurer
23 under the Reserve Fund Policy, reasonable expenses paid by the Insurer in connection
24 therewith and interest accrued on the foregoing at the rate specified in the Reserve
25 Fund Policy.

26 “Preliminary Official Statement” means the Preliminary Official Statement,
27 relating to the Series 2016 Bonds.

28 “Project” means, collectively, the Improvement Project, the Refunding
29 Project, funding the Reserve Fund (if set forth in the Sale Certificate), and the costs of
30 issuance of the Series 2016 Bonds.

1 “Project Fund” means the separate book accounts created by the City
2 which shall be under the control of the Treasurer, maintained to pay the Costs of the
3 Improvement Project. The Series 2016A Project Account and the Series 2016B Project
4 Account shall be maintained as accounts within the Project Fund. The City may
5 establish additional accounts within the Project Fund as determined by the City.

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

8 “Record Date” means the 15th day (whether or not a Business Day) of the
9 calendar month next preceding each regularly scheduled interest payment date for the
10 Series 2016 Bonds.

11 “Redemption Date” means a date designated in the Sale Certificate for
12 optional or mandatory sinking fund redemption of the Series 2016 Bonds or other
13 designated securities.

14 “Refunded Bond Requirements” means the payment of the principal of
15 and interest on the Refunded Bonds as the same becomes due prior to and upon the
16 maturity date or prior redemption thereof.

17 “Refunded Bonds” means all of the outstanding Series 2005A Bonds and
18 Series 2009A Bonds.

19 “Refunding Act” means part 1 of Article 56 of title 11, Colorado Revised
20 Statutes, as amended.

21 “Refunding Project” means defraying the cost of refunding, paying,
22 defeasing and discharging the Refunded Bonds.

23 “Registrar” means Zions Bank, a division of ZB, National Association, a
24 national banking association, or such successor registrar as shall be appointed
25 hereunder or under the Paying Agent Agreement.

26 “Reserve Fund” means the “City and County of Denver, Colorado,
27 Dedicated Tax Revenue Bonds, Reserve Fund,” if set forth in the Sale Certificate, and
28 within the Reserve Fund, any accounts as may be determined by the City. Amounts on
29 deposit in the Reserve Fund shall secure the payment of the Debt Service
30 Requirements of the Series 2016 Bonds, and, at the option of the City, any Additional
31 Parity Bonds secured thereby as provided herein. The amount of proceeds that may be

1 deposited into the Reserve Fund from the Series 2016A Bonds shall not exceed the
2 least of (a) 10% of the proceeds of the Series 2016A Bonds, (b) 125% of the Average
3 Annual Debt Service Requirements of the Series 2016A Bonds, or (c) 100% of the
4 Maximum Annual Debt Service Requirements of the Series 2016A Bonds. If the Sale
5 Certificate does not establish a Reserve Fund for the Series 2016 Bonds, then all
6 references herein to the Reserve Fund and the Reserve Requirement shall be of no
7 force and effect.

8 “Reserve Fund Policy” means, collectively, one or more debt service
9 reserve insurance policies, if any, delivered by the Insurer to the City in connection with
10 the Series 2016 Bonds or any Additional Parity Bonds or Parity Securities, as
11 applicable.

12 “Reserve Requirement” means the amount set forth in the Sale Certificate.
13 If the Reserve Fund secures Additional Parity Bonds or Parity Securities, the Reserve
14 Requirement shall also include such additional amount as set forth in the ordinance,
15 indenture or similar document authorizing the issuance of such Additional Parity Bonds
16 or Parity Securities. The Reserve Requirement shall be computed or recomputed: (a)
17 on the date of issuance of the Series 2016 Bonds and of any Additional Parity Bonds or
18 other Parity Securities secured by the Reserve Fund, (b) upon the application of
19 amounts from the Reserve Fund to pay Debt Service Requirements of the Series 2016
20 Bonds and any Additional Parity Bonds or Parity Securities secured thereby, as
21 provided in Section 505 hereof, (c) upon the defeasance or redemption of all or any
22 portion of the 2016 Bonds or any Additional Parity Bonds or Parity Securities secured
23 thereby, and (d) at any other time as the City may determine.

24 “Revenue Fund” means the “City and County of Denver, Colorado,
25 Dedicated Tax Revenue Bonds, Pledged Revenue Fund,” created in Section 501 of this
26 Ordinance.

27 “Sale Certificate” means a certificate executed by the Mayor or the
28 Treasurer of the City within one year after adoption of this Ordinance and on or before
29 the date of delivery of the Series 2016 Bonds setting forth the determinations that may
30 be delegated to such officials pursuant to Section 11-57-205(1) of the Supplemental Act
31 and the Charter.

1 “Securities Depository” means The Depository Trust Company, New York,
2 New York, hereby designated as the depository for the Series 2016 Bonds, and
3 includes any nominee or successor thereof.

4 “Series 2016 Bonds” means, collectively, the Series 2016A Bonds and the
5 Series 2016B Bonds.

6 “Series 2016A Bond Fund Account” means the account of the Bond Fund
7 of that name created in Section 501 hereof that secures the payment of the Debt
8 Service Requirements of the Series 2016A Bonds.

9 “Series 2016B Bond Fund Account” means the account of the Bond Fund
10 of that name created in Section 501 hereof that secures the payment of the Debt
11 Service Requirements of the Series 2016B Bonds.

12 “Series 2016A Bonds” means the City and County of Denver, Colorado,
13 Dedicated Tax Revenue Refunding and Improvement Bonds, Series 2016A, authorized
14 to be issued pursuant to this Ordinance and the Sale Certificate.

15 “Series 2016B Bonds” means the City and County of Denver, Colorado,
16 Dedicated Tax Revenue Refunding and Improvement Bonds, Taxable Series 2016B,
17 authorized to be issued pursuant to this Ordinance and the Sale Certificate.

18 “Series 2016A Costs of Issuance Account” means the account of the
19 Costs of Issuance Fund of that name created in Section 501 that is held by the Paying
20 Agent and applied to the payment of the costs of issuance of the Series 2016A Bonds.

21 “Series 2016B Costs of Issuance Account” means the account of the
22 Costs of Issuance Fund of that name created in Section 501 that is held by the Paying
23 Agent and applied to the payment of the costs of issuance of the Series 2016B Bonds.

24 “Series 2005A Escrow Account” means the escrow account created in
25 Section 501 hereof and held by the Escrow Bank in connection with the refunding of the
26 Series 2005A Bonds, as further set forth in the 2005A Escrow Agreement.

27 “Series 2009A Escrow Account” means the escrow account created in
28 Section 501 hereof and held by the Escrow Bank in connection with the refunding of the
29 Series 2009A Bonds, as further set forth in the 2009A Escrow Agreement.

1 “Series 2016A Project Account” means the separate book account within
2 the Project Fund into which a portion of the proceeds of the Series 2016A Bonds will be
3 deposited, in the amount set forth in the Sale Certificate.

4 “Series 2016B Project Account” means the separate book account within
5 the Project Fund into which a portion of the proceeds of the Series 2016B Bonds will be
6 deposited, in the amount set forth in the Sale Certificate.

7 “Series 2016A Rebate Fund” means the “City and County of Denver,
8 Colorado, Dedicated Tax Revenue Refunding and Improvement Bonds, Series 2016A,
9 Rebate Fund,” created in Section 501 hereof and referred to in Section 509 hereof.

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

14 “Special Record Date” means a special date fixed to determine the names
15 and addresses of Owners of the Series 2016 Bonds for purposes of paying principal or
16 interest not paid when due or interest accruing after maturity.

17 “State” means the State of Colorado.

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

20 “Tax Code” means the Internal Revenue Code of 1986, as amended to the
21 date of delivery of the Series 2016 Bonds, and any regulations promulgated thereunder.

22 “Tax Compliance Certificate” means the Tax Compliance Certificate
23 delivered by the City in connection with the initial issuance and delivery of the Series
24 2016A Bonds, as modified from time to time pursuant to its terms.

25 “Transfer Agent” means Zions Bank, a division of ZB, National
26 Association, a national banking association, or such successor transfer agent as shall
27 be appointed hereunder, or under the Paying Agent Agreement.

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

30 “Underwriters” means the underwriters or underwriters set forth in the Sale
31 Certificate.

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

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

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

7 (ii) Any Series 2016 Bonds held by the City shall not be deemed to be
8 Outstanding for the purpose of redemption or of consents hereunder.

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

14 **Section 102. Successors.** All of the covenants, stipulations, obligations,
15 and agreements by or on behalf of and other provisions for the benefit of the City
16 contained herein shall bind and inure to the benefit of any successors of the City and
17 shall bind and inure to the benefit of any officer, board, district, commission, authority,
18 agent, or instrumentality to whom or to which there shall be transferred by or in
19 accordance with law any right, power, or duty of the City or of their respective
20 successors, if any, the possession of which is necessary or appropriate in order to
21 comply with any such covenants, stipulations, obligations, agreements or other
22 provisions hereof.

23 **Section 103. Interested Parties.** Except as otherwise expressly
24 provided, nothing herein is intended or shall be construed to confer upon or to give to
25 any Person, other than the City, the Paying Agent, the Registrar, the Transfer Agent,
26 the Insurer and the Owners from time to time of the Series 2016 Bonds, any right,
27 remedy, or claim hereunder. All the covenants, stipulations, promises and agreements
28 herein contained by and on behalf of the City shall be for the sole and exclusive benefit
29 of the City, the Paying Agent, the Registrar, the Transfer Agent, the Insurer, and the
30 Owners of the Series 2016 Bonds.

1 **Section 104. Ratification.** All action heretofore taken (not inconsistent
2 with the provisions of this Ordinance) by the officers and employees of the City in
3 respect of the sale and delivery of the Series 2016 Bonds for that purpose is ratified,
4 approved, and confirmed, including, without limitation, the preparation and distribution of
5 the Preliminary Official Statement.

6 **Section 105. Ordinance Irrepealable.** In consideration of the purchase
7 and acceptance of any Series 2016 Bonds by those who own the same from time to
8 time, this Ordinance shall constitute an irrevocable contract between the City and the
9 Owners of the Series 2016 Bonds; and this Ordinance shall be and remain irrepealable
10 until the Series 2016 Bonds shall be fully paid, canceled or discharged, as herein
11 provided.

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

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

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

18 **Section 109. Recordation and Authentication.** This Ordinance shall be
19 recorded after its passage in a Book of Ordinances of the City, kept for that purpose,
20 and authenticated by the signature of the Mayor and attested and countersigned by the
21 Clerk.

22

1 Owners thereof may not look to any general or other fund of the City for the payment of
2 such Debt Service Requirements. The Series 2016 Bonds shall not constitute or
3 become a debt or indebtedness of the City within the meaning of any constitutional,
4 statutory or Charter provision or limitation; and the Series 2016 Bonds shall not be
5 considered or held to be general obligations of the City and shall not be payable from
6 the proceeds of general property taxes of the City, but shall constitute its special and
7 limited obligations. The full faith and credit of the City is not pledged for the payment of
8 the principal of, interest on or any premium due in connection with the redemption of the
9 Series 2016 Bonds.

10 **Section 207. Character of Agreement.** Except to the extent provided
11 herein, none of the covenants, agreements, representations and warranties contained
12 herein or in the Series 2016 Bonds shall ever impose or be construed as imposing any
13 liability, obligation or charge against the City or its general credit, payable out of its
14 general funds or out of any other funds except those referred to herein.

15 **Section 208. No Pledge of Property.** The payment of the Series 2016
16 Bonds is not secured by an encumbrance, mortgage or other pledge of any property,
17 except the Pledged Revenues to the extent herein provided.

18 **Section 209. Approvals and Authorization.**

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

23 B. The Bond Purchase Agreement is approved in substantially the form on
24 file with the Clerk, and the Series 2016 Bonds shall be sold to the Underwriters upon the
25 terms, conditions, and provisions set forth in the Bond Purchase Agreement and the
26 Sale Certificate. The Mayor and the Treasurer shall each have the independent
27 authority pursuant to the Charter and the Supplemental Act to accept the proposal of
28 the Underwriters to purchase the Series 2016 Bonds and to execute the Bond Purchase
29 Agreement and the Sale Certificate in connection therewith, within one year of the
30 adoption of this Ordinance, subject to the parameters and restrictions contained in this
31 Ordinance. The Bond Purchase Agreement may be completed, corrected or revised as

1 deemed necessary by the parties thereto in order to carry out the purposes of this
2 Ordinance.

3 C. The printing, distribution, including by electronic means, and use of the
4 Preliminary Official Statement in substantially the form on file with the Clerk is approved,
5 with such amendments, additions and deletions as are in accordance with the facts and
6 not inconsistent herewith. The Preliminary Official Statement is deemed by the Council
7 to be final as of its date within the meaning of Rule 15c2-12(b)(1) of the U.S. Securities
8 and Exchange Commission. The Treasurer is authorized to prepare or cause to be
9 prepared, and the Mayor and the Treasurer are authorized and directed to approve, on
10 behalf of the City, and execute a final Official Statement for use in connection with the
11 offering and sale of the Series 2016 Bonds in substantially the form of the Preliminary
12 Official Statement, but with such amendments, additions and deletions as are in
13 accordance with the facts and not inconsistent herewith. The execution of a final
14 Official Statement by the Mayor and the Treasurer shall be conclusively deemed to
15 evidence the approval of the form and contents thereof by the City.

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

19 E. The Mayor, the Auditor of the City, the Clerk, the Treasurer, and other
20 officers and employees of the City are independently authorized and directed to take all
21 action necessary or appropriate to effect the provisions of this Ordinance, including
22 without limiting the generality of the foregoing, executing, attesting, authenticating and
23 delivering for and on behalf of the City the Series 2016 Bonds and such other
24 agreements, instruments, certificates and opinions as may be required to implement the
25 transactions contemplated hereby, or as may otherwise be reasonably required by Co-
26 Bond Counsel or the Underwriters, and the taking of such other action in cooperation
27 with Co-Bond Counsel or the Underwriters as they may reasonably request to qualify
28 the Series 2016 Bonds for offer and sale under the securities laws and regulations of
29 such states and other jurisdictions of the United States as the Underwriters may
30 designate.

1 F. The execution of any document or instrument by the appropriate officers
2 of the City herein authorized shall be conclusive evidence of the approval by the City of
3 such document or instrument in accordance with its terms.
4

1 Insurance Policy or the Reserve Fund Policy, as the case may be, shall be of no force
2 and effect.

3 **Section 303. Series 2016 Bond Details; Parameters.** The Series 2016

4 Bonds shall be issued as two series in fully registered form and shall initially be
5 registered in the name of Cede & Co., as nominee for the Securities Depository.

6 Purchases by Beneficial Owners of the Series 2016 Bonds shall be made in book-entry
7 form in denominations of \$5,000 or any integral multiple thereof. The Beneficial Owners

8 of the Series 2016 Bonds shall not receive certificates evidencing their interests in the
9 Series 2016 Bonds. No Series 2016 Bond shall be issued in any denomination larger

10 than the aggregate principal amount maturing on the Maturity Date of such Series 2016
11 Bond, and no Series 2016 Bond shall be made payable on more than one Maturity

12 Date.
13 Pursuant to the recommendations of the Committee on Uniform Security

14 Identification Procedures, CUSIP numbers may be printed on the Series 2016 Bonds.
15 The Series 2016 Bonds shall be dated their date of delivery, mature, be

16 payable, bear interest payable to the Owners of the Series 2016 Bonds from their date
17 to maturity or prior redemption, be subject to redemption, and be sold, all as provided in

18 the Sale Certificate; provided that:
19 (i) the Series 2016A Bonds shall mature no later than August 1, 2046,

20 and the Series 2016B Bonds shall mature no later than August 1,
21 2046;

22 (ii) the net effective interest rate of the Series 2016A Bonds shall not
23 exceed 5.00%, and the net effective interest rate of the Series

24 2016B Bonds shall not exceed 5.00%;

25 (iii) the total aggregate principal amount of the Series 2016 Bonds shall
26 not exceed \$425,000,000;

27 (iv) the combined maximum annual and total repayment cost of the
28 Series 2016A Bonds and the Series 2016B Bonds that are

29 allocated to the Improvement Project shall not exceed the amount
30 authorized in the 2015 Ballot Question and in the notice of election
31 sent to the voters in connection with the 2015 Election;

- 1 (v) the net effective interest rate of the Series 2016A Bonds allocated
2 to the refunding of the Series 2009A Bonds shall be lower than the
3 net effective interest rate of the outstanding Series 2009A Bonds;
4 and the net effective interest rate of the Series 2016B Bonds
5 allocated to the refunding of the Series 2005A Bonds shall be lower
6 than the net effective interest rate of the outstanding Series 2005A
7 Bonds;
- 8 (vi) the combined principal amount of the Series 2016 Bonds allocated
9 to the Refunding Project shall not exceed the maximum principal
10 amount authorized by the 1999 Election;
- 11 (vii) the combined Debt Service Requirements of the Series 2016
12 Bonds allocated to the Refunding Project in each year shall not
13 exceed the maximum annual repayment costs authorized by the
14 1999 Election;
- 15 (viii) the combined Debt Service Requirements of the Series 2016
16 Bonds allocated to the Refunding Project, when combined with the
17 debt service requirements previously paid in connection with all
18 other debt issued pursuant to the 1999 Election, shall not exceed
19 the total repayment costs authorized at the 1999 Election; and
- 20 (ix) the net purchase price of the Series 2016A Bonds shall not be less
21 than 100% of the original principal amount of the Series 2016A
22 Bonds, and the net purchase price of the Series 2016B Bonds shall
23 not be less than 100% of the original principal amount of the Series
24 2016B Bonds.

25 Interest on the Series 2016 Bonds shall be calculated on the basis of a
26 360-day year of twelve 30-day months, payable semiannually on February 1 and
27 August 1, commencing on the date provided in the Sale Certificate.

28 If the principal of or interest on any Series 2016 Bond is not paid as
29 provided herein, interest shall be payable on such unpaid principal or interest at the
30 interest rate specified in the Series 2016 Bond until such unpaid principal or interest is
31 paid in full.

1 The principal of, interest on and any premium due in connection with the
2 redemption of the Series 2016 Bonds shall be payable in lawful money of the United
3 States of America to the registered Owners of the Series 2016 Bonds by the Paying
4 Agent. The principal and the final installment of interest shall be payable to the Owner
5 of each Series 2016 Bond upon presentation and surrender thereof at maturity or upon
6 prior redemption by check or draft mailed to the Owner at the address appearing on the
7 registration books of the City maintained by the Registrar or by wire transfer to such
8 bank or other depository as the Owner shall designate in writing to the Paying Agent.
9 Except as hereinbefore and hereinafter provided, the interest shall be payable to the
10 Owner of each Series 2016 Bond determined as of the close of business on the Record
11 Date irrespective of any transfer of ownership of the Series 2016 Bond subsequent to
12 the Record Date and prior to such Interest Payment Date by check or draft or wire
13 transfer directed to such Owner as aforesaid. Any principal or interest not paid when
14 due and any interest accruing after maturity shall be payable to the Owner of each
15 Series 2016 Bond entitled to receive such principal or interest determined as of the
16 close of business on the Special Record Date, irrespective of any transfer of ownership
17 of the Series 2016 Bond subsequent to the Special Record Date and prior to the date
18 fixed by the Paying Agent for the payment of such principal or interest, by check or draft
19 or wire transfer directed to such Owner as aforesaid. Notice of the Special Record Date
20 and of the date fixed for the payment of such principal or interest shall be given by
21 sending a copy thereof by certified or registered first-class postage prepaid mail at least
22 fifteen (15) days prior to the Special Record Date to the Owner of each Series 2016
23 Bond upon which principal or interest will be paid determined as of the close of business
24 on the day preceding such mailing at the address appearing on the registration books of
25 the City. Any premium shall be payable to the Owner of each Series 2016 Bond
26 redeemed upon presentation and surrender thereof upon prior redemption by check or
27 draft or wire transfer directed to such Owner as aforesaid. So long as the Owner of any
28 Series 2016 Bond is the Securities Depository or a nominee therefor, the Securities
29 Depository shall disburse any payments received, through Participants or otherwise, to
30 the Beneficial Owners. If the date for making any payment or giving any notice is not a

1 Business Day, such payment or notice shall be made or given on the next succeeding
2 Business Day.

3 Neither the City nor the Paying Agent shall have any responsibility or
4 obligation for the payment to any Participant, any Beneficial Owner or any other Person
5 (except an Owner of Series 2016 Bonds) of the principal of, interest on or any premium
6 due in connection with the Series 2016 Bonds.

7 Notwithstanding the foregoing provisions or any other provisions of this
8 Ordinance to the contrary, so long as the Series 2016 Bonds are held in book-entry
9 form, the payment, registration, exchange, transfer and redemption provisions of the
10 Series 2016 Bonds shall conform to the requirements of the Securities Depository.

11 **Section 304. Prior Redemption.** The Series 2016 Bonds shall be subject
12 to redemption prior to their respective Maturity Dates as set forth in the Sale Certificate.

13 The Series 2016 Bonds may also be subject to mandatory sinking fund
14 redemption if so determined in the Sale Certificate.

15 Series 2016 Bonds that are redeemable prior to their respective Maturity
16 Dates may be redeemed in part if issued in denominations that are integral multiples of
17 \$5,000. In such case the Series 2016 Bond shall be surrendered in the manner
18 provided for transfers of ownership. Upon payment of the redemption price the Owner
19 shall receive a new Series 2016 Bond or Series 2016 Bonds of authorized
20 denominations in aggregate principal amount equal to the unredeemed portion of the
21 Series 2016 Bond surrendered. Such Series 2016 Bonds shall be treated as
22 representing a corresponding number of separate Bonds in the denomination of \$5,000
23 each.

24 **Section 305. Notice of Redemption.** Unless waived by the Owners of
25 any Series 2016 Bonds to be redeemed, notice of redemption shall be given by the
26 Paying Agent in the name of the City by sending a copy thereof by first-class postage
27 prepaid mail not less than thirty (30) days or more than sixty (60) days prior to the
28 Redemption Date to the Owner of each of the Series 2016 Bonds being redeemed
29 determined as of the close of business on the day preceding the first mailing of such
30 notice at the address appearing on the registration books of the City. Such notice shall
31 specify: (i) the number or numbers of the Series 2016 Bonds to be redeemed, whether

1 in whole or in part; (ii) the principal amounts thereof; (iii) the CUSIP numbers of the
2 Series 2016 Bonds to be redeemed; (iv) the date the Series 2016 Bonds were originally
3 issued; (v) the rate of interest borne by each Series 2016 Bond to be redeemed; (vi) the
4 maturity date of each Series 2016 Bond to be redeemed; (vii) the date fixed for
5 redemption; (viii) that on the Redemption Date there will be due and payable upon each
6 Series 2016 Bond or part thereof so to be redeemed at the office of the Paying Agent
7 the principal amount or part thereof plus accrued interest thereon to the Redemption
8 Date and that from and after such date interest will cease to accrue; and, (ix) any other
9 descriptive information determined by the City or the Paying Agent to be necessary to
10 identify accurately the Series 2016 Bonds being redeemed. In addition, the Paying
11 Agent is hereby authorized and directed to give such other or further notice as may be
12 required by law and to comply with any operational procedures and requirements of the
13 Securities Depository relating to redemption of Series 2016 Bonds and notice thereof.
14 Each such notice of redemption shall be sent at least thirty (30) days before the
15 Redemption Date by registered or certified mail or overnight delivery service to the
16 Securities Depository. Failure to mail any notice as aforesaid or any defect in any
17 notice so sent with respect to any Series 2016 Bond shall not affect the validity of the
18 redemption proceedings with respect to any other Series 2016 Bond.

19 On or prior to the Redemption Date, the City shall deposit with the Paying
20 Agent sufficient funds to redeem any Series 2016 Bonds called for prior redemption on
21 the Redemption Date. Upon such deposit, the Series 2016 Bonds or portions thereof to
22 be redeemed shall be due and payable on the Redemption Date, and on the
23 Redemption Date interest shall cease to accrue thereon. Any Series 2016 Bonds
24 redeemed prior to their respective maturity dates by call for prior redemption or
25 otherwise shall not be reissued and shall be canceled the same as Series 2016 Bonds
26 paid at or after maturity.

27 Notwithstanding the provisions of this section, any notice of redemption
28 may contain a statement that the redemption is conditioned upon the receipt by the
29 Paying Agent of funds on or before the date fixed for redemption sufficient to pay the
30 redemption price of the Series 2016 Bonds called for redemption, and that if such funds
31 are not available, such redemption shall be cancelled by written notice to the Owners of

1 such Series 2016 Bonds called for redemption in the same manner as the original
2 redemption notice was sent.

3 **Section 306. Negotiability.** Subject to the registration and payment
4 provisions herein provided, the Series 2016 Bonds shall be fully negotiable within the
5 meaning of and for the purposes of the Uniform Commercial Code -- Investment
6 Securities, and each Owner shall possess all rights enjoyed by holders of negotiable
7 instruments under the Uniform Commercial Code -- Investment Securities.

8 **Section 307. Execution and Authentication of Series 2016 Bonds.**

9 The Series 2016 Bonds shall be executed in the name and on behalf of the City with the
10 manual or facsimile signature of the Mayor, shall be sealed with the manual or facsimile
11 impression of the seal of the City and attested with the manual or facsimile signature of
12 the Clerk and shall be registered and countersigned with the manual or facsimile
13 signature of the Auditor of the City. Each Series 2016 Bond shall be authenticated with
14 the manual signature of the Registrar. The Series 2016 Bonds bearing the manual or
15 facsimile signatures of the officers in office at the time of the authorization thereof shall
16 be the valid and binding obligations of the City, subject to the requirement of
17 authentication by the Registrar, notwithstanding that before the delivery thereof and
18 payment therefor or before the transfer or exchange thereof any or all of the Persons
19 whose manual or facsimile signatures appear thereon shall have ceased to fill their
20 respective offices. No Series 2016 Bond shall be valid or obligatory for any purpose or
21 be entitled to any security or benefit under this Ordinance unless the certificate of
22 authentication on such Series 2016 Bond shall have been duly executed by the
23 Registrar, and such executed certificate upon any such Series 2016 Bond shall be
24 conclusive evidence that such Series 2016 Bond has been authenticated and delivered
25 under this Ordinance.

26 **Section 308. Registration, Transfer and Exchange of Series 2016**

27 **Bonds.** Upon their execution and authentication and prior to their delivery, the Series
28 2016 Bonds shall be registered for the purpose of payment of principal and interest with
29 the Registrar.

30 Neither the City nor the Registrar shall have any responsibility or
31 obligation with respect to the accuracy of the records of the Securities Depository or a

1 nominee therefor or any Participant with respect to any ownership interest in the Series
2 2016 Bonds or the delivery to any Participant, Beneficial Owner or any other person of
3 any notice with respect to the Series 2016 Bonds.

4 The Series 2016 Bonds shall be transferable only upon the registration
5 books of the City by the Transfer Agent, at the request of the Owner or his, her or its
6 duly authorized attorney-in-fact or legal representative. A Series 2016 Bond may be
7 transferred upon surrender together with a written instrument of transfer duly executed
8 by the Owner or his, her or its duly authorized attorney-in-fact or legal representative
9 with guaranty of signature satisfactory to the Transfer Agent. The Transfer Agent shall
10 not be required to transfer ownership of any Series 2016 Bond during the fifteen (15)
11 days prior to the first mailing of any notice of redemption for any Series 2016 Bond or to
12 transfer ownership of any Series 2016 Bond selected for redemption on or after the date
13 of such mailing. The Owner of any Series 2016 Bond or Series 2016 Bonds may also
14 exchange such Series 2016 Bond or Series 2016 Bonds for another Series 2016 Bond
15 or Series 2016 Bonds of authorized denominations. Transfers and exchanges shall be
16 made without charge, except that the Transfer Agent may require payment of a sum
17 sufficient to defray any tax or other governmental charge that may hereafter be imposed
18 in connection with any transfer or exchange of Series 2016 Bonds. No transfer of any
19 Series 2016 Bond shall be effective until entered on the registration books of the City.
20 In the case of every transfer or exchange, the Registrar shall authenticate and the
21 Transfer Agent shall deliver to the new Owner a new Series 2016 Bond or Series 2016
22 Bonds of the same aggregate principal amount maturing in the same year and bearing
23 interest at the same per annum rate as the Series 2016 Bond or Bonds surrendered.
24 Such Series 2016 Bond or Series 2016 Bonds shall be dated as of their date of
25 authentication. New Series 2016 Bonds delivered upon any transfer or exchange shall
26 be valid obligations of the City, evidencing the same obligations as the Series 2016
27 Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of
28 the security and benefits hereof to the same extent as the Series 2016 Bonds
29 surrendered. The City may deem and treat the Person in whose name any Series 2016
30 Bond is last registered upon the books of the City as the absolute Owner thereof for the
31 purpose of receiving payment of the principal of, interest on and any premium due in

1 connection with the redemption of such Series 2016 Bond and for all other purposes,
2 and all such payments so made to such Person or upon his, her or its order shall be
3 valid and effective to satisfy and discharge the liability of the City upon such Series
4 2016 Bond to the extent of the sum or sums so paid, and the City shall not be affected
5 by any notice to the contrary.

6 Neither the City nor the Transfer Agent shall have any responsibility or
7 obligation with respect to the accuracy of the records of the Securities Depository or its
8 Participants regarding any ownership interest in the Series 2016 Bonds or transfers
9 thereof.

10 The City may remove the Securities Depository and the Securities
11 Depository may resign by giving sixty (60) days' written notice to the other of such
12 removal or resignation. Additionally, the Securities Depository shall be removed sixty
13 (60) days after receipt by the City of written notice from the Securities Depository to the
14 effect that the Securities Depository has received written notice from Participants having
15 interests, as shown in the records of the Securities Depository, in an aggregate principal
16 amount of not less than 50% of the aggregate principal amount of the then outstanding
17 Series 2016 Bonds to the effect that the Securities Depository is unable or unwilling to
18 discharge its responsibilities or a continuation of the requirement that all of the
19 outstanding Series 2016 Bonds be registered in the name of the Securities Depository
20 or a nominee therefor is not in the best interests of the Beneficial Owners. Upon the
21 removal or resignation of the Securities Depository, the Securities Depository shall take
22 such action as may be necessary to assure the orderly transfer of the computerized
23 book-entry system with respect to the Series 2016 Bonds to a successor securities
24 depository or if no successor securities depository is appointed as herein provided, the
25 transfer of the Series 2016 Bonds in certificate form to the Beneficial Owners or their
26 designees. Upon the giving of notice by the City of the removal of the Securities
27 Depository, the giving of notice by the Securities Depository of its resignation or the
28 receipt by the City of notice with respect to the written notice of Participants referred to
29 herein, the City may, within sixty (60) days after the giving of such notice, appoint a
30 successor securities depository upon such terms and conditions as the City shall
31 impose. Any such successor securities depository shall at all times be a registered

1 clearing agency under the Securities and Exchange Act of 1934, as amended, or other
2 applicable statute or regulation, and in good standing thereunder. If the City fails to
3 appoint a successor securities depository within such time period, the Series 2016
4 Bonds shall no longer be restricted to be registered in the name of the Securities
5 Depository or a nominee therefor, but may be registered in whatever name or names
6 Owners transferring or exchanging Series 2016 Bonds shall designate.

7 **Section 309. Lost or Stolen Series 2016 Bonds.** If any Series 2016
8 Bond shall be lost, stolen, destroyed or mutilated, the Transfer Agent shall, upon receipt
9 of such evidence, information, indemnity and reimbursement for expenses relating
10 thereto as it and the City may reasonably require, authenticate and deliver a
11 replacement Series 2016 Bond or Series 2016 Bonds of the same aggregate principal
12 amount, interest rate and Maturity Date, bearing a number or numbers not previously
13 assigned. If such lost, stolen, destroyed or mutilated Series 2016 Series Bond shall
14 have become due and payable or is about to become due and payable, the Paying
15 Agent may pay such Series 2016 Bond in lieu of replacement.

16 **Section 310. Delivery and Cancellation of Series 2016 Bonds.** The
17 officers of the City are authorized to deliver to the Registrar fully executed
18 unauthenticated Series 2016 Bonds in such quantities as may be convenient to be held
19 in custody by the Registrar pending use as herein provided.

20 Whenever any Series 2016 Bond shall be surrendered to the Paying
21 Agent upon payment thereof or to the Transfer Agent for the transfer, exchange or
22 replacement as provided herein, such Series 2016 Bond shall be promptly canceled by
23 the Paying Agent or Transfer Agent, which cancellation shall be reported to the Council
24 and certified by the Auditor to the Mayor pursuant to Section A7.3 of the Charter.

25 **Section 311. Form of Series 2016 Bonds.** Subject to the provisions of
26 this Ordinance and the Sale Certificates, the Series 2016 Bonds shall be in substantially
27 the following form, with such omissions, insertions, endorsements and variations as
28 may be required by the circumstances and as shall be consistent with this Ordinance
29 and the Sale Certificate.

30 Each Series 2016 Bond shall recite in substance that the Series 2016
31 Bond is issued by the City under the authority of the State Constitution, the Charter, the

1 City Code, the Supplemental Act, the 2015 Election, the Refunding Act and this
2 Ordinance, that it is payable solely from the Pledged Revenues, that it is not payable in
3 whole or in part from ad valorem taxes of the City and that the full faith and credit of the
4 City is not pledged to pay the principal of, interest on or any premium due in connection
5 with the redemption of such Series 2016 Bond.

6

7

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 REFUNDING AND IMPROVEMENT BOND
[TAXABLE] SERIES [2016A][2016B]

No. R- _____ \$ _____

INTEREST RATE MATURITY DATE ORIGINAL DATE CUSIP
_____ % August 1, _____ _____, 2016 _____

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,

1 to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate
2 (specified above), based upon the actual number of days elapsed in a month of thirty
3 (30) days and a year of three hundred sixty (360) days, payable semiannually on the
4 first day of February and the first day of August of each year commencing on August 1,
5 2016, or the first such day after the date hereof whichever is later, in the manner
6 provided herein. If upon presentation at maturity payment of the Principal Amount of
7 this Bond is not made as provided herein, interest is to continue at the Interest Rate
8 until the Principal Amount is paid in full.

9 This Bond is one of an authorized series of Bonds (the "Series
10 [2016A][2016B] Bonds") issued pursuant to an Ordinance adopted by the City Council
11 of the City (the "Ordinance"). This Bond bears interest, matures, is payable, is subject
12 to redemption and is transferable as provided in the Ordinance and a Sale Certificate
13 executed by either the Mayor or the Manager of Finance, Chief Financial Officer ex
14 officio Treasurer of the City prior to the delivery of the [Series 2016A Bonds][Series
15 2016B Bonds]. To the extent not defined herein, terms used herein are used as defined
16 in the Ordinance.

17 This Bond is issued by the City, under the authority and in full conformity
18 with the Constitution of the State of Colorado, the home rule charter of the City (the
19 "Charter"), the Code of the City, part 2 of article 57 of title 11, Colorado Revised
20 Statutes, as amended (the "Supplemental Act"), the 2015 Election, part 1 of article 56 of
21 title 11, Colorado Revised Statutes, as amended, and the Ordinance, for the purpose of
22 defraying a portion of the cost of certain projects authorized at the 2015 Election, to
23 refund certain outstanding excise tax revenue bonds of the City, and paying certain
24 costs of issuance related thereto. Pursuant to Section 11-57-210 of the Supplemental
25 Act, this recital shall be conclusive evidence of the validity and the regularity of the
26 issuance of this Bond after its delivery for value.

27 This Bond is a special and limited obligation of the City payable solely out
28 of and secured by an irrevocable (but not necessarily exclusive) pledge of the Pledged
29 Revenues, as more specifically provided in the Ordinance. This Bond is not payable in
30 whole or in part from ad valorem taxes of the City. The full faith and credit of the City is

1 not pledged for the payment of the principal of, interest on or any premium due in
2 connection with the redemption of this Bond.

3 Reference is made to the Ordinance with respect to the nature and extent
4 of the security for the [Series 2016A Bonds][Series 2016B Bonds], the accounts, funds
5 or revenues pledged to the payment thereof, the rights, duties and obligations of the
6 City and the Paying Agent, the rights of the Owners of the Bonds, the events of defaults
7 and remedies, the circumstances under which any [Series 2016A Bond][Series 2016B
8 Bond] is no longer Outstanding, the issuance of additional bonds and the terms on
9 which such additional bonds may be issued under and secured by the Ordinance, the
10 ability to amend the Ordinance, and to all the provisions of which the Owner hereof by
11 the acceptance of this Bond assents.

12 The principal of, interest on and any premium due in connection with the
13 redemption of this Bond are payable to the Registered Owner by Zions Bank, a division
14 of ZB, National Association, or such successor as appointed under the Ordinance or the
15 Paying Agent Agreement, as paying agent. The principal and the final installment of
16 interest are payable to the Registered Owner upon presentation and surrender of this
17 Bond at maturity or upon prior redemption by check or draft mailed to the Registered
18 Owner at the address appearing on the registration books of the City maintained by
19 Zions Bank, a division of ZB, National Association, or such successor, as registrar, or by
20 wire transfer to such bank or other depository as the Registered Owner shall designate
21 in writing to the paying agent. Except as hereinbefore and hereinafter provided, the
22 interest is payable to the Registered Owner determined as of the close of business on
23 the record date, which is the fifteenth day of the calendar month next preceding the
24 interest payment date, irrespective of any transfer of ownership hereof subsequent to
25 the record date and prior to such interest payment date, by check or draft or wire
26 transfer directed to the Registered Owner as aforesaid. Any principal hereof or interest
27 hereon not paid when due and any interest hereon accruing after maturity is payable to
28 the Registered Owner determined as of the close of business on the special record
29 date, which is to be fixed by the paying agent for such purpose, irrespective of any
30 transfer of ownership of this Bond subsequent to such special record date and prior to
31 the date fixed by the paying agent for the payment of such principal or interest, by check

1 or draft or wire transfer directed to the Registered Owner as aforesaid. Notice of the
2 special record date and of the date fixed for payment of such principal or interest is to
3 be given by sending a copy thereof by certified or registered first-class postage prepaid
4 mail at least fifteen (15) days prior to the special record date to the Registered Owner of
5 each Series 2016 Bond upon which principal or interest will be paid determined as of
6 the close of business on the day preceding such mailing at the address appearing on
7 the registration books of the City. Any premium is payable to the Registered Owner
8 upon presentation and surrender of this Bond upon prior redemption by check or draft or
9 wire transfer directed to the Registered Owner as aforesaid. So long as the Registered
10 Owner is a securities depository or a nominee therefor, the securities depository is to
11 disburse any payments received, through its participants or otherwise, to the beneficial
12 owner or owners hereof. If the date for making any payment or giving any notice
13 described herein is a Saturday, Sunday, legal holiday or any other day on which the
14 paying agent or registrar is authorized or required by law to remain closed, such
15 payment or notice is to be made or given on the next succeeding day that is not a
16 Saturday, Sunday, legal holiday or other day on which the paying agent or registrar is
17 authorized or required by law to remain closed.

18 To the extent and in the respects permitted by the Ordinance, the
19 provisions of the Ordinance, or any instrument amendatory thereof or supplemental
20 thereto, may be modified or amended by action of the City taken in the manner and
21 subject to the conditions and exceptions provided in the Ordinance.

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

24 [Although this Series 2016B Bond is issued by the City, which is a political
25 subdivision of the State, interest on this Series 2016B Bond is not excludable from
26 gross income for federal income tax purposes under Section 103 of the Tax Code.]

27 It is hereby recited, certified and warranted that the issuance of this Bond
28 has been duly authorized for the purposes described herein and that all acts, conditions
29 and things required to be done precedent to and in the issuance of this Bond have been
30 properly done, have happened and have been performed in regular and due time, form
31 and manner as required by the Constitution and the laws of the State, the Charter, the

1 Code of the City, the Refunding Act and the Supplemental Act, and the proceedings
2 herein mentioned and that the [Series 2016A Bonds][Series 2016B Bonds] do not
3 exceed any constitutional, charter or statutory limitations.

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

7 IN WITNESS WHEREOF, the City has caused this Bond to be executed in
8 its name and on its behalf with the facsimile or manual signature of the Mayor of the
9 City, to be sealed with a facsimile or manual impression of the seal of the City and
10 attested with the facsimile or manual signature of the Clerk and Recorder, ex-officio
11 Clerk of the City, and to be registered and countersigned with the facsimile or manual
12 signature of the Auditor of the City.

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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

CERTIFICATE OF AUTHENTICATION

This Bond is issued pursuant to the Ordinance herein described.

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION,
as registrar

By _____ (Manual Signature)

Dated: _____, 2016

1 ABBREVIATIONS

2 The following abbreviations, when used in the inscription on the face of
3 this Bond, shall be construed as though they were written out in full according to
4 applicable laws or 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
9 right of survivorship and not as tenants
10 in common

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

15
16 Under Uniform Transfers to Minors Act.

17
18 _____
19 (State)

20
21 Additional abbreviations may also be used
22 though not on the above list.
23

1 **ARTICLE IV**

2 **DELIVERY AND APPLICATION OF PROCEEDS**

3 **Section 401. Delivery.** After the Series 2016 Bonds have been duly
4 executed, authenticated and registered as provided herein, the Treasurer shall cause
5 the Series 2016 Bonds to be delivered to the Underwriters or at the request of the
6 Underwriters to the Securities Depository upon receipt of the agreed purchase price set
7 forth in the Bond Purchase Agreement. Except as provided below, the proceeds of the
8 Series 2016 Bonds shall be applied solely to pay the Costs of the Improvement Project
9 and to defray the costs of the Refunding Project. Neither the Underwriters nor any
10 subsequent Owner of any Series 2016 Bond shall in any manner be responsible for the
11 application or disposal by the City or by any of its officers, agents and employees of any
12 of the proceeds of the Series 2016 Bonds.

13 **Section 402. Application of Proceeds.** The net proceeds of the Series
14 2016 Bonds, upon their receipt, shall be accounted for or applied in the following
15 manner and priority:

16 A. The proceeds of the Series 2016A Bonds shall be accounted for or
17 applied as follows:

- 18 (i) First, there shall be deposited to the Reserve Fund the amount, if
19 any, set forth in the Sale Certificate;
- 20 (ii) Second, there shall be deposited to the Series 2009A Escrow
21 Account proceeds of the Series 2016A Bonds as set forth in the
22 Sale Certificate in the amount determined to be necessary
23 (together with other moneys of the City legally available therefor) to
24 purchase the Federal Securities and to fund the initial cash balance
25 in connection with the refunding of the Series 2009A Bonds, as
26 required by the 2009A Escrow Agreement;
- 27 (iii) Third, there shall be credited to the Series 2016A Project Account,
28 the amount set forth in the Sale Certificate to finance a portion of
29 the Improvement Project; and

1 (iv) Fourth, there shall be credited to the Series 2016A Costs of
2 Issuance Account the amount set forth in the Sale Certificate to pay
3 the costs of issuance related to the Series 2016A Bonds.

4 B. The proceeds of the Series 2016B Bonds shall be accounted for or
5 applied as follows:

6 (i) First, there shall be deposited to the Reserve Fund the amount, if
7 any, set forth in the Sale Certificate;

8 (ii) Second, there shall be deposited to the Series 2005A Escrow
9 Account the proceeds of the Series 2016B Bonds as set forth in the
10 Sale Certificate in the amount determined to be necessary
11 (together with other moneys of the City legally available therefor) to
12 purchase the Federal Securities and to fund the initial cash balance
13 in connection with the refunding of the Series 2005A Bonds, as
14 required by the 2005A Escrow Agreement;

15 (iii) Third, there shall be credited to the Series 2016B Project Account,
16 the amount set forth in the Sale Certificate to finance a portion of
17 the Improvement Project; and

18 (iv) Fourth, there shall be credited to the Series 2016B Costs of
19 Issuance Account the amount set forth in the Sale Certificate to pay
20 the costs of issuance related to the Series 2016B Bonds.

21 **Section 403. Project Fund.** The Project Fund shall be created as
22 separate book accounts and shall be under the control of the Treasurer and maintained
23 to pay the Costs of the Improvement Project, as authorized by the 2015 Election. The
24 Series 2016A Project Account and the Series 2016B Project Account shall be
25 maintained as separate accounts within the Project Fund, and the City may establish
26 additional accounts within the Project Fund. Amounts on deposit in the Series 2016A
27 Project Account shall be applied to pay the Costs of the Improvement Project in
28 compliance with the provisions set forth in the Tax Compliance Certificate and Section
29 604 hereof.

30 **Section 404. Escrow Account.** The Escrow Account shall be maintained
31 in an amount at the time of the deposit therein, and at all times subsequently, at least

1 sufficient, together with the known minimum yield to be derived from the investment of
2 the deposits therein or any part thereof in Federal Securities, to pay the Refunded Bond
3 Requirements as the same become due. Moneys shall be withdrawn by the Escrow
4 Bank from the Escrow Account in sufficient amounts and at times to permit the payment
5 of the Refunded Bond Requirements. If for any reason the amount in the Escrow
6 Account shall at any time be insufficient for the purposes hereinbefore set forth, the City
7 shall forthwith from the first moneys legally available therefore deposit therein such
8 additional moneys as shall be necessary to permit the payment in full of the Refunded
9 Bond Requirements.

10 The Escrow Account shall be established as two separate accounts,
11 consisting of the Series 2005A Escrow Account and the Series 2009A Escrow Account.
12 The Series 2005A Escrow Account shall be established with the Escrow Bank in
13 connection with the refunding of the Series 2005A Bonds and the Series 2009A Escrow
14 Account shall be established with the Escrow Bank in connection with the refunding of
15 the Series 2009A Bonds, as further set forth in the Escrow Agreements. The Series
16 2005A Escrow Account shall be funded with proceeds of the Series 2016B Bonds and
17 other available moneys. Any moneys remaining in the Series 2005A Escrow Account
18 after provision has been made for the redemption of the Series 2005A Bonds shall be
19 transferred by the Escrow Bank to the City for deposit in the Series 2016B Bond Fund
20 Account and applied to the next payment of interest or principal coming due on the
21 Series 2016B Bonds. The Series 2009A Escrow Account shall be funded with the
22 proceeds of the Series 2016A Bonds. Any moneys remaining in the Series 2009A
23 Escrow Account after provision has been made for the redemption of the Series 2009A
24 Bonds shall be transferred by the Escrow Bank to the City for deposit in the Series
25 2016A Bond Fund Account and applied to the next payment of interest or principal
26 coming due on the Series 2016B Bonds.

27 **Section 405. Refunding and Redemption; Notice of Redemption.** The
28 Council has elected and does hereby declare its intent to exercise on behalf and in the
29 name of the City its option to redeem the Series 2009A Bonds on September 1, 2019,
30 or the earliest practicable redemption date thereafter, as set forth in the Sale Certificate,
31 at a price equal to the principal amount of each Series 2009A Bond so redeemed plus

1 accrued interest thereon to the redemption date. The City is irrevocably obligated to
2 exercise its option to redeem the Series 2009A Bonds on the redemption date set forth
3 in the Sale Certificate. The paying agent for the Series 2009A Bonds is authorized and
4 directed to give, on behalf of the City, notice of refunding and redemption of the Series
5 2009A Bonds in accordance with the requirements of the ordinance authorizing the
6 Series 2009A Bonds.

7 The Series 2005A Bonds are not subject to optional redemption prior to
8 their respective maturity dates. The Council hereby authorizes the defeasance of all
9 outstanding Series 2005A Bonds on the date of issuance of the Series 2016B Bonds in
10 accordance with the terms and provisions of this Ordinance, the Sale Certificate and the
11 2005A Escrow Agreement.

12

1 **ARTICLE V**

2 **ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES**

3 **Section 501. Funds.** The City creates the following special funds and
4 accounts, but not necessarily as separate bank accounts:

5 a. The “City and County of Denver, Colorado, Dedicated Tax Revenue
6 Bonds, Project Fund” (the “Project Fund”), and within the Project Fund there is created
7 the Series 2016A Project Account (the “Series 2016A Project Account”) and the Series
8 2016B Project Account (the “Series 2016B Project Account”);

9 b. The “City and County of Denver, Colorado, Dedicated Tax Revenue
10 Bonds, Pledged Revenue Fund” (the “Revenue Fund”), and within the Revenue Fund
11 there is hereby created the Base Excise Taxes Account (the “Base Excise Taxes
12 Account”) and the Excise Tax Increases Account (the “Excise Tax Increases Account”);

13 c. The “City and County of Denver, Colorado, Dedicated Tax Revenue
14 Bonds, Bond Fund” (the “Bond Fund”), and within the Bond Fund, the “Series 2016A
15 Bond Fund Account” and the “Series 2016B Bond Fund Account.” In connection with
16 the issuance of any Additional Parity Bonds, separate accounts within the Bond Fund
17 shall be established;

18 d. If provided in the Sale Certificate, the “City and County of Denver,
19 Colorado, Dedicated Tax Revenue Bonds, Reserve Fund” (the “Reserve Fund”);

20 e. The “City and County of Denver, Colorado, Dedicated Tax Revenue
21 Refunding and Improvement Bonds, Series 2016A, Rebate Fund” (the “Series 2016A
22 Rebate Fund”);

23 f. There is hereby created with the Paying Agent and designated as
24 the “City and County of Denver, Colorado, Dedicated Tax Revenue Refunding and
25 Improvement Bonds, Series 2016, Costs of Issuance Fund” (the “Costs of Issuance
26 Fund”), and within the Costs of Issuance Fund there is hereby created the Series 2016A
27 Costs of Issuance Account and the Series 2016B Costs of Issuance Account; and

28 g. In connection with the refunding of the Refunded Bonds, there is
29 hereby created with the Escrow Bank, the Series 2005A Escrow Account and the Series
30 2009A Escrow Account (collectively, the “Escrow Account”), as further set forth in the
31 Escrow Agreements.

1 **Section 502. Collection and Deposit of Base Excise Taxes and Excise**
2 **Tax Increases.** So long as any of the Series 2016 Bonds or Additional Parity Bonds or
3 Parity Securities shall be Outstanding, all Base Excise Taxes shall be collected by or on
4 behalf of the City and deposited as received into the Base Excise Taxes Account of the
5 Revenue Fund. So long as any of the Series 2016 Bonds or Additional Parity Bonds or
6 Parity Securities shall be Outstanding, all Excise Tax Increases shall be collected by or
7 on behalf of the City and deposited as received into the Excise Tax Increases Account
8 of the Revenue Fund.

9 **Section 503. Administration of Revenue Fund.** So long as any of the
10 Series 2016 Bonds or Additional Parity Bonds or Parity Securities shall be Outstanding,
11 the following payments and transfers shall be made from the Revenue Fund, as
12 provided in Sections 504 through 509 hereof.

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

18 a. Commencing with the month immediately succeeding the delivery
19 of the Series 2016 Bonds, an amount in equal monthly installments necessary (together
20 with any amounts available for such purpose theretofore credited to the Bond Fund from
21 whatever source) to pay the installment of interest next due on the Outstanding Series
22 2016 Bonds, any Additional Parity Bonds and any other Parity Securities; and

23 b. Commencing with the month immediately succeeding the delivery
24 of the Series 2016 Bonds, or commencing one year prior to the first principal payment
25 date of the Series 2016 Bonds, whichever commencement date is later, an amount in
26 equal monthly installments necessary (together with any amounts available for such
27 purpose theretofore credited to the Bond Fund from whatever source) to pay the next
28 installment of principal (whether at maturity or on a redemption date) due on the
29 Outstanding Series 2016 Bonds, any Additional Parity Bonds and any other Parity
30 Securities.

1 If there are insufficient moneys in the Revenue Fund to make the required
2 deposits to the Bond Fund in any month, amounts shall be deposited to the accounts
3 within the Bond Fund on a pari passu basis. If any monthly deposit to the Bond Fund is
4 less than the amount required, this shall not constitute an event of default hereunder,
5 but the City shall deposit additional amounts to the Bond Fund to make up any such
6 insufficiency from the first available Pledged Excise Taxes.

7 Moneys that are to be used to pay the Debt Service Requirements on the
8 Series 2016A Bonds shall be deposited to the Series 2016A Bond Fund Account and
9 moneys that are to be used to pay the Debt Service Requirements on the Series 2016B
10 Bonds shall be deposited to the Series 2016B Bond Fund Account. In connection with
11 the issuance of any Additional Parity Bonds, the City shall create additional accounts
12 within the Bond Fund for the payment of the Debt Service Requirements on such
13 Additional Parity Bonds.

14 The money credited to the Bond Fund from the Revenue Fund shall be
15 used, without requisition, voucher or other direction or further authority than is herein
16 contained solely to pay promptly the Debt Service Requirements of the Series 2016
17 Bonds, any Additional Parity Bonds and any other Parity Securities, as the same
18 become due. Moneys on deposit in the Series 2016A Bond Fund Account shall be
19 applied to the payment of the Debt Service Requirements of the Series 2016A Bonds
20 and moneys on deposit in the Series 2016B Bond Fund Account shall be applied to the
21 payment of the Debt Service Requirements of the Series 2016B Bonds.

22 If on the fifth Business Day prior to any required principal or interest
23 payment date Pledged Revenues on deposit in the Bond Fund are less than the full
24 amount stipulated above with respect to the Series 2016 Bonds, any Additional Parity
25 Bonds and any other Parity Securities, and if there are amounts on deposit in the
26 Reserve Fund and any other reserve fund that secures any Additional Parity Bonds and
27 other Parity Securities, then an amount shall be transferred to the Bond Fund on such
28 date from the Reserve Fund and from any such other reserve fund equal to the
29 difference between the amount so credited from the Pledged Revenues and the full
30 amount so stipulated, subject to and in accordance with Section 505 hereof.

1 **Section 505. Reserve Fund.** Second, from any moneys remaining in the
2 Revenue Fund after the transfer required by Section 504 hereof, there shall be credited
3 from time to time to the Reserve Fund moneys sufficient to accumulate in and maintain
4 the Reserve Fund at an amount equal to the Reserve Requirement, together with any
5 required payments to be made to any reserve funds securing any Additional Parity
6 Bonds or Parity Securities, and concurrently with any repayment or similar obligations
7 payable to the Insurer under the Reserve Fund Policy and any other surety provider
8 issuing any reserve fund insurance policy with respect to the Series 2016 Bonds, any
9 Additional Parity Bonds and any Parity Securities. No such credit to the Reserve Fund
10 need be made so long as the moneys therein equal the Reserve Requirement. If the
11 amount of the Reserve Fund falls below the Reserve Requirement, then the City shall
12 credit to the Reserve Fund from amounts on deposit in the Revenue Fund that sum of
13 money needed to accumulate or reaccumulate the amount in the Reserve Fund so that
14 at all times the amount of the Reserve Fund equals the Reserve Requirement.

15 If at any time the City for any reason fails to pay into the Bond Fund the
16 full amount required as described under Section 504, then an amount shall be paid into
17 the applicable account of the Bond Fund at such time from the Reserve Fund and from
18 any reserve funds securing any Additional Parity Bonds or Parity Securities equal to the
19 difference between that paid from the Pledged Revenues and the full amount so
20 required, subject to the terms and provisions of this Ordinance. The moneys so used
21 must be immediately replaced to the Reserve Fund from moneys credited to the
22 Revenue Fund and not required to be otherwise applied as described under Section
23 504 hereof.

24 The City shall have the right to substitute in whole or in part for the deposit
25 required to be maintained in the Reserve Fund any Credit Facility to insure that the
26 amount otherwise required to be maintained therein will be available to the City as
27 needed, provided, however, that any such Credit Facility shall insure all the Parity
28 Securities that are secured by the Reserve Fund. Pledged Revenues may be applied to
29 pay any amounts required under the terms of any such Credit Facility (and the payment
30 of such amounts shall have the same priority as the deposit to the Reserve Fund
31 provided in this Section 505). The City's obligations under the Reserve Fund Policy

1 shall be secured by a lien on the Pledged Revenues subordinate only to the liens
2 thereon for payments of Debt Service Requirements of the Series 2016 Bonds, any
3 Additional Parity Bonds and any other Parity Securities.

4 Payments to the Insurer pursuant to the Reserve Fund Policy and
5 payments to other providers of Credit Facilities pursuant thereto shall have the same
6 priority and shall be made concurrently with deposits of Pledged Revenues into the
7 Reserve Fund. The Reserve Fund shall be maintained as a continuing reserve and
8 shall, except as hereinafter provided in Section 506 hereof, be used solely to prevent
9 deficiencies in the payment of the Debt Service Requirements of the Series 2016 Bonds
10 and any Additional Parity Bonds and any other Parity Securities secured by such
11 Reserve Fund resulting from the failure to credit to the Bond Fund sufficient funds to
12 pay such Debt Service Requirements (as the same become due), provided that any
13 Reserve Fund Policy shall secure only the Debt Service Requirements of the series of
14 bonds designated therein.

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

20 All cash and investments in the Reserve Fund shall be transferred to the
21 applicable account of the Bond Fund for payment of principal or interest on the Series
22 2016 Bonds and any Additional Parity Bonds secured by the Reserve Fund before any
23 drawing may be made on the Reserve Fund Policy or any other Credit Facility credited
24 to the Reserve Fund in lieu of cash. Payment of any Policy Costs shall be made prior to
25 replenishment of any such cash amounts. Draws on all Credit Facilities (including the
26 Reserve Fund Policy) on which there is available coverage shall be made on a pro-rata
27 basis (calculated by reference to the coverage then available thereunder) after applying
28 all available cash and investments in the Reserve Fund.

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

1 If the City shall fail to pay any Policy Costs in accordance with the
2 requirement hereof, the Insurer shall be entitled to exercise any and all legal and
3 equitable remedies available to it, including those provided under this Ordinance other
4 than acceleration of the maturity of the Series 2016 Bonds or remedies that would
5 adversely affect the Owners of the Series 2016 Bonds.

6 This Ordinance shall not be discharged until all Policy Costs owing to the
7 Insurer have been paid in full. The City's obligation to pay such amounts shall
8 expressly survive payment in full of the Series 2016 Bonds. The obligation of the City to
9 make such payments to the Insurer shall be subordinate to the obligation to pay the
10 Debt Service Requirements of the Series 2016 Bonds, any Additional Parity Bonds and
11 any other Parity Securities.

12 In connection with the issuance of Additional Parity Bonds, such Additional
13 Parity Bonds may be secured by the Reserve Fund, or a separate reserve fund may be
14 created to secure such Additional Parity Bonds, as set forth in the documents
15 authorizing the issuance of such Additional Parity Bonds, provided that the City may
16 issue Additional Parity Bonds that are not secured by a reserve fund.

17 Nothing herein shall be construed to require the restoration or
18 replenishment of the Reserve Fund to an amount greater than the Reserve
19 Requirement. Any moneys at any time in the Reserve Fund, except for amounts
20 required to be transferred to the Bond Fund as provided in the first paragraph of this
21 Section 505, in excess of the then applicable Reserve Requirement may (and as may
22 be necessary to comply with the covenants set forth in Section 604 hereof shall) be
23 withdrawn therefrom and used for any lawful purpose or, at the direction of the City,
24 may be transferred to the Revenue Fund.

25 **Section 506. Termination Upon Deposits to Maturity or Redemption**

26 **Date.** No deposits required by Sections 504 and 505 need be made to the Bond Fund,
27 the Reserve Fund, or both, if all amounts due with respect to draws on the Reserve
28 Fund Policy have been paid and if the amount in the Bond Fund and the cash on
29 deposit in the Reserve Fund total a sum at least equal to the entire amount of the
30 Outstanding Series 2016 Bonds, any Additional Parity Bonds and any other Parity
31 Securities payable therefrom or secured thereby, both as to principal and interest to

1 their respective Maturity Dates (or mandatory Redemption Dates) or to any Redemption
2 Date on which the City shall have exercised its option to redeem such Series 2016
3 Bonds, Additional Parity Bonds and other Parity Securities then Outstanding and
4 thereafter maturing, including any prior redemption premiums then due, both accrued
5 and not accrued. In such case, money in such funds (including, only if there be
6 adherence to the provisions of Section 901 hereof, the investments thereof and the
7 known minimum yield therefrom) in an amount which at least equals such principal,
8 interest and redemption premiums shall be used solely to pay the same as they accrue;
9 and any money in excess thereof in such funds and any other money derived from
10 Pledged Revenues may be used in any lawful manner determined by the City.

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

18 **Section 508. Use of Remaining Revenues.** In each month, after making
19 the transfers herein required to be made by Sections 504, 505 and 507 and after
20 making any payments to the Series 2016A Rebate Fund as required by Section 509
21 hereof, any money remaining in the Revenue Fund in excess of the Minimum Balance
22 may be withdrawn therefrom at the option of the Treasurer, and shall be free and clear
23 of the lien of this Ordinance, for use for any one or any combination of lawful purposes,
24 as the City may from time to time determine; provided that any moneys from the Excise
25 Tax Increases Account shall be applied solely in accordance with the terms and
26 provisions of the 2015 Ballot Question. The City covenants that it shall not make any
27 such withdrawal from moneys on deposit in the Revenue Fund unless after such
28 withdrawal the amount on deposit in the Revenue Fund is at least equal to the Minimum
29 Balance.

30 **Section 509. Series 2016A Rebate Fund.** The Treasurer shall transfer
31 into and pay from the Series 2016A Rebate Fund the amount of required arbitrage

1 rebate, if any, due to the federal government under the Tax Code and the regulations
2 thereunder in connection with the Series 2016A Bonds. Transfer of the required
3 arbitrage rebate amount is to be made from the Revenue Fund, the Series 2016A Bond
4 Fund Account or the Reserve Fund, provided, however, that required arbitrage rebate
5 payments are to be made to the federal government from legally available funds
6 regardless of whether there are any remaining proceeds or other funds attributable to
7 the Series 2016A Bonds that are available for the purpose. All amounts in the Series
8 2016A Rebate Fund, including income earned from investment thereof, are to be held
9 by the Treasurer free and clear of any lien created by this Ordinance, to the extent such
10 moneys are needed for rebate payments.

11 **Section 510. Costs of Issuance Fund.** At the written direction of the
12 Treasurer, or the Treasurer's designee, the Paying Agent shall use moneys on deposit
13 in the Costs of Issuance Fund, together with other funds of the City legally available for
14 said purpose, to pay the costs and expenses of issuing the Series 2016 Bonds.
15 Amounts on deposit in the Series 2016A Costs of Issuance Account shall be applied to
16 the payment of the costs of issuance of the Series 2016A Bonds and amounts on
17 deposit in the Series 2016B Costs of Issuance Account shall be applied to the payment
18 of the costs of issuance of the Series 2016B Bonds. Any funds remaining on deposit in
19 the Costs of Issuance Fund after the payment of such costs and expenses shall, at the
20 direction of the Treasurer, or the Treasurer's designee, be transferred into the Project
21 Fund and applied to pay the Costs of the Improvement Project or be transferred to the
22 Bond Fund and applied to the next payment of interest or principal coming due on the
23 Series 2016 Bonds.

24 **Section 511. Pledge of Pledged Revenues.** The Pledged Revenues are
25 hereby irrevocably (but not necessarily exclusively) pledged to secure the payment of
26 the Debt Service Requirements of the Series 2016 Bonds, any Additional Parity Bonds
27 and any other Parity Securities, and including Policy Costs with respect to the Reserve
28 Fund Policy to the extent provided in this Article V and amounts due under other Credit
29 Facilities. Notwithstanding the foregoing, or any provision to the contrary contained
30 herein, amounts on deposit in the Series 2016A Bond Fund Account shall only secure
31 the payment of the Debt Service Requirements of the Series 2016A Bonds, and

1 amounts on deposit in the Series 2016B Bond Fund Account shall only secure the
2 payment of the Debt Service Requirements of the Series 2016B Bonds. Amounts on
3 deposit in the Reserve Fund shall only secure the payment of the Debt Service
4 Requirements of the Series 2016 Bonds and, at the option of the City, any Additional
5 Parity Bonds or Parity Securities secured thereby. In connection with the issuance of
6 Additional Parity Bonds, a separate account shall be created within the Bond Fund that
7 secures the payment of the Debt Service Requirements of such Additional Parity Bonds.

8 **Section 512. Appropriation of Moneys.** The moneys and proceeds of
9 the Series 2016 Bonds deposited in the funds and accounts referred to herein are
10 appropriated for the purposes thereof.

11

1 A Credit Facility shall be valued at the amount available to be drawn thereunder.
2 Nothing herein shall prevent the commingling of moneys accounted for in any funds
3 created under this Ordinance for purposes of investments. The City shall present for
4 redemption or sale on the prevailing market at the best price obtainable any investment
5 in any such fund whenever it shall be necessary to do so in order to provide money to
6 meet any required withdrawal, payment or transfer from such fund.

7 **Section 604. Tax Covenant.** The City covenants for the benefit of the
8 registered owners of the Series 2016A Bonds that it will not take any action or omit to
9 take any action with respect to the Series 2016A Bonds, the proceeds thereof, any other
10 funds of the City or any facilities financed or refinanced with the proceeds of the Series
11 2016A Bonds if such action or omission (i) would cause the interest on the Series
12 2016A Bonds to lose its exclusion from gross income for federal income tax purposes
13 under Section 103 of the Tax Code, (ii) would cause interest on the Series 2016A
14 Bonds to lose its exclusion from alternative minimum taxable income as defined in
15 Section 55(b)(2) of the Tax Code except to the extent such interest is required to be
16 included in the adjusted current earnings adjustment applicable to corporations under
17 Section 56 of the Tax Code in calculating corporate alternative minimum taxable
18 income, or (iii) would cause interest on the Series 2016A Bonds to lose its exclusion
19 from Colorado taxable income or Colorado alternative minimum taxable income under
20 present Colorado law. The foregoing covenant shall remain in full force and effect
21 notwithstanding the payment in full or defeasance of the Series 2016A Bonds until the
22 date on which all obligations of the City in fulfilling the above covenant under the Tax
23 Code and Colorado law have been met. The City is authorized to execute the Tax
24 Compliance Certificate to implement the foregoing covenants, and the representations
25 and agreements set forth therein shall be deemed the representations and agreements
26 of City, as if the same were set forth in this ordinance.

27

1 **ARTICLE VII**

2 **BOND LIENS AND ADDITIONAL OBLIGATIONS**

3 **Section 701. First Lien Bonds.** The Series 2016 Bonds constitute an
4 irrevocable and first (but not necessarily an exclusively first) lien upon the Pledged
5 Revenues to the extent of the pledges provided herein. Notwithstanding the foregoing,
6 or any provision to the contrary contained herein, amounts on deposit in the Series
7 2016A Bond Fund Account shall only secure the payment of the Debt Service
8 Requirements of the Series 2016A Bonds, and amounts on deposit in the Series 2016B
9 Bond Fund Account shall only secure the payment of the Debt Service Requirements of
10 the Series 2016B Bonds.

11 This pledge shall be valid and binding from and after the date of the first delivery
12 of the Series 2016 Bonds, and the moneys, as received and pledged, shall immediately
13 be subject to the lien of this pledge without any physical delivery thereof, any filing, or
14 further act. The creation, perfection, enforcement, and priority of the pledge of
15 revenues to secure or pay the Series 2016 Bonds as provided herein shall be governed
16 by § 11-57-208 of the Supplemental Act and this Ordinance. The lien of such pledge on
17 the revenues pledged for payment of the Bonds and the obligation to perform the
18 contractual provisions made herein shall have priority over any or all other obligations
19 and liabilities of the City (except as herein otherwise expressly provided), and the lien of
20 such pledge shall be valid, binding, and enforceable as against all persons or entities
21 having claims of any kind in tort, contract, or otherwise against the City irrespective of
22 whether such persons or entities have notice of such liens.

23 **Section 702. Equality of Parity Securities.** The Series 2016 Bonds, any
24 Additional Parity Bonds and any other Parity Securities from time to time Outstanding
25 shall be equally and ratably secured by a lien on the Pledged Revenues to the extent
26 provided and shall not be entitled to any priority one over the other in the application of
27 the Pledged Revenues regardless of the time or times of their issuance.

28 **Section 703. Issuance of Additional Parity Bonds.** The City may issue
29 Additional Parity Bonds that are payable from and that have a lien on all or a portion of
30 the Pledged Revenues that is on a parity with the lien thereon of the 2016 Bonds, upon
31 compliance with the following terms and conditions:

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

3 B. As certified by an Independent Accountant or the Treasurer, the Pledged
4 Excise Taxes for any 12 consecutive months out of the 18 months preceding the month
5 in which such Additional Parity Bonds are to be issued must have been equal to at least
6 175% of the Combined Maximum Annual Debt Service Requirements of the
7 Outstanding Bonds, all other Outstanding Parity Securities and the Additional Parity
8 Bonds proposed to be issued plus 100% of all Policy Costs due under the Reserve
9 Fund Policy and amounts due under other Credit Facilities. If the rate or rates of the
10 Pledged Excise Taxes imposed by the City and pledged to the payment of the Series
11 2016 Bonds, other Parity Securities and the proposed Additional Parity Bonds have
12 been, or prior to the issuance of the proposed Additional Parity Bonds will be, increased
13 above the rate or rates imposed and pledged during such 12-month period, then the
14 Independent Accountant or the Treasurer, as the case may be, shall adjust the
15 calculation of the Pledged Excise Taxes to reflect the amount thereof that would have
16 been received during such 12-month period had the new increased rate or rates to be
17 pledged had been in effect throughout the entire 12-month period. If this amount, so
18 adjusted, is at least equal to 175% of the Combined Maximum Annual Debt Service
19 Requirements of the Outstanding Series 2016 Bonds, other Parity Securities and the
20 proposed Additional Parity Bonds, then this condition is satisfied.

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

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

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

30 **Section 705. Refunding Bonds.** In the case of Additional Parity Bonds
31 issued for the purpose of refunding less than all of the Series 2016 Bonds and other

1 Parity Securities then Outstanding, compliance with Subsection 703B shall not be
2 required so long as the Debt Service Requirements payable on all Series 2016 Bonds
3 and other Parity Securities Outstanding after the issuance of such Additional Parity
4 Bonds in each Bond Year does not exceed the Debt Service Requirements payable on
5 all Series 2016 Bonds and other Parity Securities Outstanding prior to the issuance of
6 such Additional Parity Bonds in each such Bond Year.

7 **Section 706. Subordinate Obligations Permitted.** The City may issue at
8 any time additional bonds or other obligations payable from Pledged Revenues and
9 having a lien thereon subordinate, inferior and junior to the lien thereon of the Series
10 2016 Bonds, provided that no events of default have occurred and are continuing under
11 this Ordinance. The documents pursuant to which any such subordinate obligations are
12 issued shall provide that such subordinate obligations shall not be subject to
13 acceleration.

14 **Section 707. Superior Obligations Prohibited.** The City shall not issue
15 additional bonds or other obligations payable from Pledged Revenues and having a lien
16 thereon prior and superior to the lien thereon of the Series 2016 Bonds.

17 **Section 708. Financial Products Agreements.** Notwithstanding any
18 provisions of this Ordinance to the contrary, no Financial Products Termination
19 Payments required under any Financial Products Agreement shall be secured by a lien
20 on the Pledged Revenues that is senior to or on a parity with the lien thereon of the
21 Series 2016 Bonds.

22 **Section 709. Additional Provisions Relating to Additional Parity**
23 **Bonds and Subordinate Obligations.** Any Additional Parity Bonds (including any
24 refunding obligations) and any subordinate obligations issued in compliance with the
25 terms hereof shall bear interest on the terms provided in the ordinance or other
26 document or instrument authorizing such Additional Parity Bonds or subordinate
27 obligations, and shall be payable on such dates as provided therein.

28

1 **Section 805. Continuance, Collection and Defense of Excise Taxes.**

2 The City covenants and agrees that:

3 A. As of the date of issuance of the Series 2016 Bonds, the City Code,
4 insofar as it relates to the Pledged Excise Taxes, shall not have been repealed and
5 shall be in full force and effect;

6 B. So long as any of the Series 2016 Bonds authorized herein remain
7 Outstanding, the City shall continue to impose, administer, enforce and collect the
8 Pledged Excise Taxes and shall not take any action to reduce, impair or repeal the
9 imposition, administration, enforceability and collectability of such Pledged Excise
10 Taxes; and

11 C. So long as any of the Series 2016 Bonds authorized herein remain
12 Outstanding, the City shall, to the extent permitted by law, defend the validity and
13 legality of the Pledged Excise Taxes against all claims, suits and proceedings that could
14 materially diminish or impair the Pledged Revenues.

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

18 **Section 807. Payment of Series 2016 Bonds and Amounts Due Under**
19 **the Reserve Fund Policy.** The City will promptly pay or cause to be paid the Debt
20 Service Requirements of every Series 2016 Bond and all Policy Costs owed to the
21 Insurer with respect to the Reserve Fund Policy at the places, on the dates and in the
22 manner specified in this ordinance according to the true intent and meaning of this
23 ordinance but only from the special funds and accounts provided in this ordinance.

24 **Section 808. Records.** So long as any of the Series 2016 Bonds remain
25 Outstanding, proper books of record and account will be kept by the City, separate and
26 apart from all other records and accounts, showing complete and correct entries of all
27 transactions relating to the Pledged Revenues.

28 **Section 809. Right to Inspect.** Any Owner of any of the Series 2016
29 Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all
30 reasonable times to inspect all records, accounts and data relating to the Pledged
31 Revenues.

1 **Section 810. Annual Statements and Audits.** So long as any of the
2 Series 2016 Bonds are Outstanding, the City will prepare annual statements or audits of
3 collections and disbursements in sufficient detail to show compliance with the
4 requirements hereof, and will deliver a copy of such statements or audits in accordance
5 with the provisions of the Continuing Disclosure Undertaking.

6 **Section 811. Accumulation of Interest Claims Prohibited.** The City will
7 not extend or assent to the extension of time for paying any claim for interest. Any
8 installment of interest so extended shall not be entitled in an Event of Default to the
9 benefit or security of this Ordinance, except upon the prior payment in full of the
10 principal of all Series 2016 Bonds and interest that has not been extended.

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

18 **Section 813. Corporate Existence.** The City shall maintain its corporate
19 identity and existence so long as any of the Series 2016 Bonds remain Outstanding,
20 unless another body corporate and politic by operation of law succeeds to the liabilities
21 and rights of the City without materially and adversely affecting the privileges and rights
22 of any Owner of any Series 2016 Bond.

23 **Section 814. Protection of Security.** The City or any officers, agents or
24 employees of the City shall not take any action as will prejudice the security for the
25 payment of the Debt Service Requirements of the Series 2016 Bonds according to the
26 terms thereof.

27 **Section 815. Prejudicial Contracts and Action Prohibited.** No contract
28 shall be entered into, nor shall any action be taken, by which the rights and privileges of
29 any Owner of any Series 2016 Bond are materially impaired or diminished.
30

1 acquiescence of the City, is not vacated or discharged or stayed on appeal within
2 thirty (30) days after entry.

3 **Section 1004. Remedies for Defaults.** Upon the happening and
4 continuance of any Event of Default, then and in every case the Owners of not less than
5 25% in aggregate principal amount of the Series of 2016A Bonds then Outstanding,
6 including but not limited to a trustee or trustees therefor, may, to the extent permitted by
7 law, proceed against the City and the agents, officers and employees of the City in their
8 official capacities, or of both, to protect and to enforce the rights of any Owner of Series
9 2016 Bonds hereunder, by mandatory injunction or by other suit, action or special
10 proceedings in equity or at law, in any court of competent jurisdiction, either for the
11 appointment of a receiver or for the specific performance of any covenant or agreement
12 contained herein or in an award of execution of any power herein granted for the
13 enforcement of any proper, legal or equitable remedy as such Owner may deem most
14 effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or
15 thing which may be unlawful or in violation of any right of any Owner of any Series 2016
16 Bond, or to require the City to act as if it were the trustee of any expressed trust, or any
17 combination of such remedies; provided that acceleration of the Series 2016 Bonds
18 shall not be an available remedy. All such proceedings at law or in equity shall be
19 instituted, had and maintained for the equal benefit of all Owners of the Series 2016
20 Bonds then Outstanding.

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

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

1 **Section 1007. Duties Upon Defaults.** Upon the happening of any of the
2 Events of Default provided in Section 1003, the City will do and will perform all proper
3 acts on behalf of and for the Owners of Series 2016 Bonds to protect and to preserve
4 the security created for the payment of the Series 2016 Bonds and to insure the
5 payment of the Debt Service Requirements of such Bonds promptly as the same
6 become due. Upon an Event of Default, all Pledged Revenues shall be paid into the
7 Bond Fund. In the event the City fails or refuses to proceed as in this Section 1007
8 provided, the Owners of not less than 25% in principal amount of the Series 2016
9 Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce
10 the rights of the Owners of the Series 2016 Bonds as herein above provided.

11 **Section 1008. Duties in Bankruptcy Proceedings.** If any Person
12 proceeds under any laws of the United States relating to bankruptcy, including any
13 action under any law providing for corporate reorganization, it shall be the duty of the
14 City, and its appropriate officers are authorized and directed, to take all necessary steps
15 for the benefit of the Owners of the Series 2016 Bonds in said proceedings.

16 **Section 1009. Rights of Insurer.** Anything in this Ordinance to the
17 contrary notwithstanding, upon the occurrence and continuance of an Event of Default,
18 if the Insurer is not in default under the Bond Insurance Policy and has not repudiated
19 its obligations thereunder, the Insurer shall be entitled to control and direct the
20 enforcement of rights and remedies granted to the Owners of the Series 2016 Bonds
21 under this Ordinance.

22

1 **ARTICLE XI**

2 **AMENDMENT OF ORDINANCE**

3 **Section 1101. Amendments Not Requiring Consent.** The City may
4 amend or modify any provision of this Ordinance without the consent of or notice to the
5 Owners, as follows:

6 A. To grant to or confer upon the Owners any additional rights, remedies,
7 powers, authority or security that may lawfully be granted or conferred;

8 B. To cure any formal defect, omission or ambiguity in this Ordinance;

9 C. To add to the covenants and agreements of the City set forth in this
10 Ordinance;

11 D. To subject to this Ordinance additional pledged revenues, properties or
12 collateral;

13 E. To appoint successors to the Paying Agent, Registrar or Transfer Agent;

14 F. To obtain, improve or maintain any rating of the Series 2016 Bonds; or

15 G. To effect any other changes in this Ordinance that, in the opinion of an
16 attorney or firm of attorneys whose experience in matters relating to the issuance of
17 obligations of states and their political subdivisions is nationally recognized, do not
18 materially and prejudicially affect the rights of the Owners of any Series 2016 Bonds.

19 **Section 1102. Amendments Requiring Consent.** This Ordinance may be
20 otherwise amended or supplemented by ordinances adopted by the City in accordance
21 with the Charter and laws of the State, without receipt by the City of any additional
22 consideration, but with the prior written consent of the Owners of not less than a
23 majority of the principal amount of Bonds Outstanding at the time of the adoption of any
24 such amendatory or supplemental ordinance (including for this purpose any
25 Outstanding refunding securities as may be issued for the purpose of refunding any of
26 the Series 2016 Bonds herein authorized); provided, however, that without the consent
27 of the Owner of any Series 2016 Bond adversely affected thereby no such ordinance
28 shall have the effect of permitting:

29 A. A change in the maturity or in the terms of redemption of any Outstanding
30 Series 2016 Bond or any installment of interest thereon; or

1 B. A reduction in the principal amount of any Series 2016 Bond, the rate of
2 interest thereon or any premium due in connection with the redemption thereof; or

3 C. The creation of a lien upon or a pledge of Pledged Revenues ranking prior
4 to the lien or pledge created by this Ordinance; or

5 D. A reduction of the principal amount or percentages or otherwise affecting
6 the description of Series 2016 Bonds, the consent of the Owners of which is required for
7 any such modification or amendment; or

8 E. The establishment of priorities as between Series 2016 Bonds issued and
9 Outstanding under the provisions of this Ordinance; or

10 F. The modification of the rights of the Owners of less than all of the Series
11 2016 Bonds then Outstanding.

12 The City shall send copies of any amendments or modifications to this
13 Ordinance to any rating agency then maintaining a rating on the Series 2016 Bonds.

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1 by his attorney appointed in writing. Proof of the execution of any such instrument or of
2 an instrument appointing any such attorney, or the ownership by any Person of the
3 Series 2016 Bonds shall be sufficient for any purpose hereof (except as otherwise
4 herein expressly provided) if made in the following manner.

5 The fact and the date of the execution by any Owner of any Series 2016
6 Bonds or his, her or its attorney of such instrument may be by the certificate, which
7 need not be acknowledged or verified, of an officer of a bank or trust company
8 satisfactory to the City or of any notary public or other officer authorized to take
9 acknowledgments of deeds to be recorded in the state in which he purports to act, that
10 the individual signing such request or other instrument acknowledged to him the
11 execution, or an affidavit of a witness of such execution, duly sworn to before such
12 notary public or other officer; the authority of the individual or individuals executing any
13 such instrument on behalf of a corporate holder of any securities may be established
14 without further proof if such instrument is signed by an individual purporting to be the
15 president or vice-president of such corporation with a corporate seal affixed and
16 attested by an individual purporting to be its secretary or an assistant secretary; and the
17 authority of any Person or Persons executing any such instrument in any fiduciary or
18 representative capacity may be established without further proof if such instrument is
19 signed by a Person or Persons purporting to act in such fiduciary or representative
20 capacity; and

21 The amount of Series 2016 Bonds owned by any Person may be proved
22 only by reference to the registration records kept by the Registrar. The amount of other
23 securities transferable by delivery held by any Person executing any instrument as an
24 owner of such securities, and the numbers, date, and other identification thereof,
25 together with the date of his ownership of the securities, may be proved by a certificate
26 which need not be acknowledged or verified, in form satisfactory to the City, executed
27 by a member of a financial firm or by an officer of a bank or trust company, insurance
28 company, financial corporation, or other depository satisfactory to the City, or by any
29 notary public or other officer authorized to take acknowledgments of deeds to be
30 recorded in the state in which he purports to act, showing at the date therein mentioned
31 that such Person exhibited to such member, officer, notary public, or other officer so

1 authorized to take acknowledgments of deeds or had on deposit with such depository
2 the securities described in such certificate; and such certificate may be given by a
3 member of a financial firm or by an officer of any bank, trust company, insurance
4 company, financial corporation, or other depository satisfactory to the City, or by a
5 notary public or other officer so authorized to take acknowledgments of deeds with
6 respect to securities owned by such owner, if acceptable to the City.

7 **Section 1203. Warranty Upon Issuance of Series 2016 Bonds.** Any
8 Series 2016 Bonds, when duly executed and delivered, shall constitute a warranty by
9 and on behalf of the City for the benefit of each and every future Owner of any of the
10 Series 2016 Bonds that the Series 2016 Bonds have been issued for valuable
11 consideration in full conformity with law.

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

18 **Section 1205. Provisions Relating to Bond Insurance Policy.** If the Sale
19 Certificate provides that all or any portion of the Series 2016 Bonds will be insured by a
20 Bond Insurance Policy, the provisions set forth in this Section 1205 shall govern,
21 notwithstanding anything to the contrary set forth in this Ordinance. If a Bond Insurance
22 Policy is not obtained, this Section 1205 and all other references in this Ordinance to a
23 Bond Insurance Policy shall have no force and effect.

24 A. Except for purposes of paragraphs A through F of Section 1102, the
25 Insurer is deemed to be the sole holder of the Series 2016 Bonds insured by it for the
26 purpose of exercising any voting right or privilege or giving any consent or direction or
27 taking any other action that the holders of the Series 2016 Bonds insured by it are
28 entitled to take pertaining to defaults and remedies.

29 B. Upon a payment default with respect to the Series 2016 Bonds insured by
30 it, the Insurer shall be entitled to appoint a receiver for the Pledged Revenues.

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

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

7 E. The rights of the Insurer to direct or consent to City or bondholder actions
8 under this Ordinance shall be suspended during any period in which the Insurer is in
9 default in its payment obligations under the Bond Insurance Policy (except to the extent
10 of amounts previously paid by the Insurer and due and owing to the Insurer) and shall
11 be of no force or effect in the event the Bond Insurance Policy is no longer in effect or
12 the Insurer asserts that the Bond Insurance Policy is not in effect or the Insurer shall
13 have provided written notice that it waives such rights.

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

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

19 H. In the event that the principal of and/or interest on the Series 2016 Bonds
20 insured by it shall be paid by the Insurer pursuant to the terms of its Bond Insurance
21 Policy, all covenants, agreements and other obligations of the City to the Owners of the
22 Series 2016 Bonds insured by it shall continue to exist, such Series 2016 Bonds shall
23 be deemed to be Outstanding and the Insurer shall be fully subrogated to the rights of
24 such Owners.

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

1 COMMITTEE APPROVAL DATE: January 26, 2016

2 MAYOR-COUNCIL DATE: February 2, 2016

3 PASSED BY THE COUNCIL: _____, 2016

4 _____ - PRESIDENT

5 APPROVED: _____ - MAYOR _____, 2016

6 ATTEST: _____ - CLERK AND RECORDER,
7 EX-OFFICIO CLERK OF THE
8 CITY AND COUNTY OF DENVER

9 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2016; _____, 2016

10 PREPARED BY: BUTLER SNOW LLP AND TILDEN MCCOY + DILWEG LLP

11 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
12 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
13 ordinance. The proposed ordinance is not s.ubmitted to the City Council for approval pursuant to
14 §3.2.6 of the Charter.

15 D. Scott Martinez, City Attorney

16 BY: _____, Assistant City Attorney

17 DATE: _____, 2016