

CONTINUING COVENANT AGREEMENT

dated as of _____ 1, 2022,

between

CITY OF COMMERCE CITY, COLORADO

and

CN FINANCING INC.

relating to:

[\$Par Amount]

CITY OF COMMERCE CITY, COLORADO
SALES AND USE TAX REVENUE BONDS,
SERIES 2022A

[\$Par Amount]

CITY OF COMMERCE CITY, COLORADO
TAXABLE (CONVERTIBLE TO TAX EXEMPT)
SALES AND USE TAX REVENUE BONDS,
SERIES 2022B

AND

[\$Par Amount]

CITY OF COMMERCE CITY, COLORADO
TAXABLE (CONVERTIBLE TO TAX EXEMPT)
SALES AND USE TAX REVENUE REFUNDING BONDS,
SERIES 2022C

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS AND ACCOUNTING TERMS	1
Section 1.01.	Defined Terms	1
Section 1.02.	Other Interpretive Provisions	8
Section 1.03.	Accounting Terms.....	9
Section 1.04.	Rounding.....	9
Section 1.05.	Times of Day.....	9
ARTICLE II	PURCHASE OF BONDS AND THE CITY’S OBLIGATIONS.....	9
Section 2.01.	Purchase of Bonds.....	9
Section 2.02.	Payment Obligations	10
Section 2.03.	Default Rate	10
Section 2.04.	Obligations Absolute	11
ARTICLE III	TAXES.....	11
Section 3.01.	No Reduction in Amount	11
Section 3.02.	Determination of Taxability.....	11
Section 3.03.	Survival.....	12
ARTICLE IV	CONDITIONS PRECEDENT TO PURCHASE OF BONDS	12
Section 4.01.	Documentary Requirements.....	12
Section 4.02.	Litigation.....	13
Section 4.03.	Other Matters	14
Section 4.04.	Payment of Fees and Expenses	14
Section 4.05.	No Bond Rating; No Book-Entry; No Placement or Offering.....	14
ARTICLE V	REPRESENTATIONS AND WARRANTIES.....	14
Section 5.01.	Existence and Power	14
Section 5.02.	Due Authorization.....	14
Section 5.03.	Valid and Binding Obligations	15
Section 5.04.	Noncontravention; Compliance with Law	15
Section 5.05.	Pending Litigation and Other Proceedings	15
Section 5.06.	Financial Statements	15
Section 5.07.	No Defaults	16
Section 5.08.	Correct Information	16
Section 5.09.	Use of Proceeds; Margin Stock.....	16
Section 5.10.	Tax-Exempt Status.....	16
Section 5.11.	Usury.....	17
Section 5.12.	Security	17
Section 5.13.	Pending Legislation and Decisions	17

Section 5.14.	No Immunity	17
Section 5.15.	No Public Vote or Referendum.....	17
Section 5.16.	Sanctions Concerns and Anti-Corruption Laws	17
Section 5.17.	No Existing Right to Accelerate	18
Section 5.18.	Investment Company Act	18
Section 5.19.	Debt Limitation under 2013 Election	18
ARTICLE VI	COVENANTS.....	18
Section 6.01.	Existence, Etc.....	18
Section 6.02.	Compliance with Laws	18
Section 6.03.	Reports	18
Section 6.04.	Maintenance of Books and Records	20
Section 6.05.	Access to Books and Records	20
Section 6.06.	Compliance With Documents	20
Section 6.07.	Application of Bond Proceeds	20
Section 6.08.	Limitation on Additional Debt.....	20
Section 6.09.	Related Documents	21
Section 6.10.	Liens.....	21
Section 6.11.	Conversions and Redemptions.....	21
Section 6.12.	Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees	21
Section 6.13.	Acceleration	21
Section 6.14.	Immunity from Jurisdiction	22
Section 6.15.	Budget and Appropriation of Funds	22
Section 6.16.	Maintenance of Tax-Exempt Status of Bonds	22
Section 6.17.	Federal Reserve Board Regulations.....	22
Section 6.18.	Sanctions	22
Section 6.19.	Anti-Corruption Laws.....	22
Section 6.20.	No Optional Redemption or Prepayment Prior to August 1, 2032.....	22
ARTICLE VII	EVENTS OF DEFAULT	23
Section 7.01.	Events of Default	23
Section 7.02.	Consequences of an Event of Default.....	23
Section 7.03.	Discontinuance of Proceedings.....	23
ARTICLE VIII	MISCELLANEOUS	24
Section 8.01.	Amendments, Etc.....	24
Section 8.02.	Notices; Effectiveness; Electronic Communications.....	24
Section 8.03.	No Waiver; Cumulative Remedies	25
Section 8.04.	Expenses	25
Section 8.05.	Payments Set Aside.....	26
Section 8.06.	Successors and Assigns.....	26
Section 8.07.	Treatment of Certain Information; Confidentiality.....	28
Section 8.08.	Counterparts; Integration; Effectiveness.....	29

Section 8.09.	Survival of Representations and Warranties	29
Section 8.10.	Severability	30
Section 8.11.	Governing Law; Jurisdiction; Etc.	30
Section 8.12.	Waiver of Jury Trial.....	31
Section 8.13.	No Advisory or Fiduciary Relationship.....	31
Section 8.14.	Electronic Execution of Certain Documents.....	32
Section 8.15.	USA Patriot Act	32
Section 8.16.	Time of the Essence	32
Section 8.17.	Entire Agreement.....	32
Section 8.18.	Further Assurances.....	33
Section 8.19.	No Third-Party Rights.....	33

EXHIBITS

EXHIBIT A – FORM OF COMPLIANCE CERTIFICATE

EXHIBIT B – FORM OF REQUEST FOR CONVERSION OF INDEX INTEREST RATE PERIOD

SCHEDULE I – ADDRESSES

CONTINUING COVENANT AGREEMENT

This CONTINUING COVENANT AGREEMENT dated as of _____ 1, 2022 (as amended, modified or restated from time to time, this “*Agreement*”), between the City of Commerce City, Colorado (the “*City*”), a home rule municipality and political subdivision of the State of Colorado, organized and existing under a home rule charter pursuant to Article XX of the Constitution of the State of Colorado and CN FINANCING, INC.

RECITALS

WHEREAS, the City has issued its (i) City of Commerce City, Colorado Sales and Use Tax Revenue Bonds, Series 2022A (the “*Series 2022A Bonds*”), (ii) City of Commerce City, Colorado Taxable (Convertible to Tax-Exempt) Sales and Use Tax Revenue Refunding Bonds, Series 2022B (the “*Series 2022B Bonds*”) and (iii) City of Commerce City, Colorado Taxable (Convertible to Tax-Exempt) Sales and Use Tax Revenue Refunding Bonds, Series 2022C (the “*Series 2022C Bonds*”) and together with the Series 2022A Bonds and the Series 2022B Bonds, collectively referred to herein as the “*Bonds*”) pursuant to its Ordinance No. _____ adopted by the City Council (as hereinafter defined) March 7, 2022 (as the same may be amended, modified or restated in accordance with the terms thereof and hereof, the “*Ordinance*”); and

WHEREAS, the Purchaser (as hereinafter defined) has agreed to purchase the Bonds upon the issuance thereof, and as a condition to such purchase, the Purchaser has required the City to enter into this Agreement.

NOW, THEREFORE, to induce the Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Ordinance, the following terms shall have the meanings set forth below:

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Audited Financial Statements*” means the comprehensive annual financial report of the City for the Fiscal Year ended December 21, 2020 (inclusive of the audited consolidated balance sheet of the City for the Fiscal Year ended December 31, 2020, and the related consolidated statements of revenues, expenditures, and changes in fund balances, for such Fiscal Year of the City), including the notes thereto.

“*Bank Solicitor Agreement*” means the Bank Solicitor Agreement dated _____, 2022, between the City and RBC Capital Markets, LLC, as bank solicitor.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.00%), and (iii) seven percent (7.00%).

“*Bond Counsel*” means Butler Snow LLP, or any other firm of attorneys nationally recognized on the subject of tax-exempt municipal finance selected by the City.

“*Bondholder*” means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee pursuant to Section 8.06 hereof so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner of Bonds, or, with respect to Section 8.04 hereof and Article III hereof, was a Bondholder during the relevant period of time.

“*Bonds*” has the meaning set forth in the recitals hereof.

“*Business Day*” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Los Angeles California, Denver, Colorado or the states where the principal corporate office of the City or the principal corporate trust office of the Paying Agent is located are authorized by Law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or (c) a day on which the principal office of the Purchaser is closed.

“*Charter*” means the City Charter of the City.

“*City*” has the meaning set forth in the recitals hereof.

“*City Council*” means the governing body of the City.

“*City Representative*” means any person authorized from time to time in writing by the City, or its successors and assigns, to perform a designated act or execute a designated document.

“*City Sales and Use Tax Ordinance*” means the ordinances of the City, as amended to the date hereof, imposing an aggregate 4.5% municipal sales and use tax upon sales, or the consumption and use of, certain property and services, subject to certain exceptions and exemptions, and codified as Article V of Chapter 20 of the City’s Code of Ordinances.

“*Code*” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“*Compliance Certificate*” means a certificate substantially in form of Exhibit A hereto.

“*Debtor Relief Laws*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“*Default*” means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“*Default Rate*” means, for any day, a rate of interest per annum equal to the sum of the Base Rate in effect on such day plus three percent (3.00%); *provided, however*, that in no event shall the Default Rate exceed the Maximum Rate.

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“*Determination of Taxability*” means there has been rendered a final judgment or order of a court of competent jurisdiction or a final ruling or decision of the Internal Revenue Service to the effect that due to any action or omission of action on the part of the City, the interest on the Tax-Exempt Bonds is includable for federal income tax purposes in the gross income pursuant to Section 103(b) of the Internal Revenue Code, and the rules and regulations promulgated thereunder. A judgment or order of a court of competent jurisdiction or a ruling or decision of the Internal Revenue Service shall be considered final only if no appeal or action for judicial review has been filed and is pending and the time for filing such appeal or action has expired; *provided further, however*, that upon demand from a Bondholder or former Bondholder, the City shall promptly reimburse, solely from Pledged Revenues, such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability to the extent authorized by law.

“*Effective Date*” means _____, 2022, subject to the satisfaction or waiver by the Purchaser of all of the conditions precedent set forth in Article IV hereof.

“*EMMA*” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 7.01 hereof and, with respect to any Related Document, has the meaning assigned therein.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no

such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to City National Bank on such day on such transactions as determined by City National Bank.

“Fiscal Year” means the twelve (12) months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve (12) month period as may from time to time be designated by the City Council as the Fiscal Year of the City.

“FRB” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Majority Bondholder” means the Bondholders with a majority of the aggregate principal amount of Bonds from time to time. As of the Effective Date, the Purchaser shall be the Majority Bondholder.

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“Material Adverse Effect” means: (a) a material adverse change in, or a material adverse effect upon, the 1.0% Sales and Use Tax and the 3.5% Sales and Use Tax; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party or the rights, security, interests or remedies of the Purchaser hereunder or under any other Related Document.

“Maturity Date” means (i) with respect to the Series 2022A Bonds, August 1, 2046, (ii) with respect to the Series 2022B Bonds, August 1, 2044, and (iii) with respect to the Series 2022C Bonds, August 1, 2046.

“Maximum Federal Corporate Tax Rate” means the maximum marginal statutory rate of federal tax, as in effect from time to time, imposed upon the income of corporations generally pursuant to Section 26 U.S. Code § 11 (whether or not any Bondholder is actually taxed at such maximum marginal statutory rate).

“Maximum Rate” means the lesser of (i) the maximum rate permitted by applicable law and (ii) the maximum rate permitted by the 2013 Election.

“Moody’s” means Moody’s Investors Service, Inc. and any successor rating agency.

“1933 Act” means the Securities Act of 1933, as amended.

“Non-Purchaser Transferee” has the meaning set forth in Section 8.06(c) hereof.

“Obligations” means all amounts payable by the City, and all other obligations to be performed by the City, pursuant to this Agreement and the other Related Documents (including, without limitation, all obligations of the City to pay principal of and interest on the Bonds when due and any amounts to reimburse the Purchaser for any advances or expenditures by it under any of such documents).

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Ordinance” has the meaning set forth in the recitals hereof.

“Parity Bond Ordinance” has the meaning set forth in the Ordinance.

“Parity Securities” has the meaning set forth in the Ordinance.

“Paying Agent” means U.S. Bank Trust Company, National Association and its permitted successors and assigns

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement dated as of _____, 2022, between the City and the Paying Agent, as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

“*Person*” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“*Pledged Revenues*” has the meaning set forth in the Ordinance.

“*Prime Rate*” means on any day, the rate of interest in effect for such day as publicly announced from time to time by City National Bank as its “prime rate.” The “*prime rate*” is a rate set by City National Bank based upon various factors including City National Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by City National Bank shall take effect at the opening of business on the day specified in the public announcement of such change.

“*Purchaser*” initially has the meaning set forth in the recitals hereof, and its successors and assigns, and upon the receipt from time to time by the Registrar and the City of a notice described in Section 8.06(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 8.06(a) hereof.

“*Purchaser Letter*” has the meaning set forth in Section 8.06 hereof.

“*Purchaser Transferee*” has the meaning set forth in Section 8.06(b) hereof.

“*Rating Documentation*” has the meaning set forth in Section 4.01(d)(iv) hereof.

“*Registrar*” has the meaning set forth in the Ordinance.

“*Related Documents*” means this Agreement, the Ordinance, the Bonds, the Paying Agent Agreement, the Bank Solicitor Agreement and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*S&P*” means S&P Global Ratings, and any successor rating agency.

“*Sale Certificate*” has the meaning set forth in the Ordinance.

“*Sales and Use Tax*” means, collectively, the 3.5% Sales and Use Tax and the 1.0% Sales and Use Tax.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*Senior Bond Ordinances*” has the meaning set forth in the Ordinance.

“*Senior Securities*” has the meaning set forth in the Ordinance.

“*Series 2022A Bonds*” has the meaning set forth in the recitals hereof.

“*Series 2022A Purchase Price*” has the meaning set forth in Section 2.01(a) hereof.

“*Series 2022B Bonds*” has the meaning set forth in the recitals hereof.

“*Series 2022B Conversion Date*” means the date on which all of the conditions set forth herein and in the Ordinance for the interest rate on the Series 2022B Bonds to be converted from a taxable rate to a tax-exempt rate have been satisfied.

“*Series 2022B Purchase Price*” has the meaning set forth in Section 2.01(a) hereof.

“*Series 2022C Bonds*” has the meaning set forth in the recitals hereof.

“*Series 2022C Conversion Date*” means the date on which all of the conditions set forth herein and in the Ordinance for the interest rate on the Series 2022C Bonds to be converted from a taxable rate to a tax-exempt rate have been satisfied.

“*Series 2022C Purchase Price*” has the meaning set forth in Section 2.01(a) hereof.

“*State*” means the State of Colorado.

“*Tax-Exempt Bonds*” means individually and collectively, as context may require, (i) the Series 2022A Bonds, (ii) the Series 2022B Bonds on and after the Series 2022B Conversion Date and (iii) the Series 2022C Bonds on and after the Series 2022C Conversion Date.

“*Taxable Bonds*” means individually and collectively, as context may require, (i) the Series 2022B Bonds prior to the occurrence of the Series 2022B Conversion Date and (ii) the Series 2022C Bonds prior to the occurrence of the Series 2022C Conversion Date.

“*Taxable Date*” means the date on which interest on an applicable series of Tax-Exempt Bonds is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 3.02 hereof.

“*Taxable Rate*” means, for each day, an interest rate per annum equal to the product of (i) the interest rate on the applicable series of Bonds during such period and (ii) the Taxable Rate Factor.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*United States*” and “*U.S.*” means the United States of America.

“*1.0% Sales and Use Tax*” has the meaning set forth in the Ordinance.

“*2013 Election*” has the meaning set forth in the Ordinance.

“*3.5% Sales and Use Tax*” has the meaning set forth in the Ordinance.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “*include,*” “*includes*” and “*including*” shall be deemed to be followed by the phrase “without limitation.” The word “*will*” shall be construed to have the same meaning and effect as the word “*shall.*” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Related Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “*hereto,*” “*herein,*” “*hereof*” and “*hereunder,*” and words of similar import when used in any Related Document, shall be construed to refer to such Related Document in its entirety and not to any particular provision thereof, (iv) all references in a Related Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Related Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time, and (vi) the words “*asset*” and “*property*” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “*from*” means “*from and including;*” the words “*to*” and “*until*” each mean “*to but excluding;*” and the word “*through*” means “*to and including.*”

(c) Section headings herein and in the other Related Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Related Document.

Section 1.03. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein or if agreed to by the Purchaser in writing.

Section 1.04. Rounding. Any financial ratios required to be maintained by the City pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Mountain time (daylight or standard, as applicable).

ARTICLE II

PURCHASE OF BONDS AND THE CITY'S OBLIGATIONS

Section 2.01. Purchase of Bonds.

(a) *Purchase Price.* Upon the satisfaction of the conditions set forth in Article IV hereof and based on the representations, warranties and covenants of the City set forth herein, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all, but not less than all, of (i) the Series 2022A Bonds in an aggregate principal amount equal to \$[Par Amount] (the “*Series 2022A Purchase Price*”), (ii) the Series 2022B Bonds in an aggregate principal amount equal to \$[Par Amount] (the “*Series 2022B Purchase Price*”) and (iii) the Series 2022C Bonds in an aggregate principal amount equal to \$[Par Amount] (the “*Series 2022C Purchase Price*”).

(b) *Closing.* On the Effective Date, the City shall deliver to the Purchaser the documents described in Article IV hereof. Upon delivery of such documents and the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Article IV hereof (or waiver thereof by the Purchaser), the Purchaser will pay the full Series 2022A Purchase Price for the Series 2022XA Bonds, the full Series 2022B Purchase Price for the Series 2022B Bonds and the full Series 2022C Purchase Price for the Series 2022C Bonds in immediately available federal funds payable to the parties described in the closing instructions of the City. One fully registered Series 2022A Bond, in the aggregate principal amount equal to the Series 2022A Purchase Price, shall be issued to and registered in the name of the Purchaser, one fully registered Series 2022B Bond, in the aggregate principal amount equal to the Series 2022B Purchase Price, shall be issued to and registered in the name of the Purchaser and one fully registered Series 2022C Bond, in the aggregate principal amount equal to the Series 2022C Purchase Price, shall be issued to and registered in the name of the Purchaser.

Section 2.02. Payment Obligations. (a) The City hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bondholders under the Related Documents and to pay any other Obligations owing to the Bondholders whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Obligations.

(b) In the event the entire principal of and interest any series of Bonds is not paid on the applicable Maturity Date, it shall constitute an Event of Default hereunder and under the other Related Documents, and the Bonds shall continue to bear interest at per annum rate of interest equal to the Default Rate (payable on demand) until the date that entire principal of and interest on all such Bonds is paid in full.

(c) The City shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights and remedies under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Purchaser with respect to any Related Document, in each case, in an amount agreed to between the City and the Purchaser, plus the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents or in connection with responding to requests from the City for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Default Rate.

All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid. Any amounts due and owing under this section are payable solely from and to the extent of Pledged Revenue as described in the Ordinance.

Section 2.03. Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at the Default Rate, which shall be payable by the City to each Bondholder (or, if applicable, the Purchaser) upon demand therefor and be calculated on the basis of a 360-day year consisting of twelve 30 day months

Section 2.04. Obligations Absolute. The payment obligations of the City under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

- (a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;
- (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Purchaser, any other Bondholder or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or
- (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

ARTICLE III

TAXES

Section 3.01. No Reduction in Amount. Any and all payments of principal, interest, fees and other sums due hereunder shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the City, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the City thereunder and hereunder.

Section 3.02. Determination of Taxability. (a) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder under the terms of the Ordinance and the applicable series of Bonds, the City hereby agrees to pay to each Bondholder on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder on the applicable series of Bonds during the period for which interest on such Bonds is included in the gross income of such Bondholder if such Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bondholder of such Bonds during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by such Bondholder as a result of interest on such Bonds becoming included in the gross income of such Bondholder, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder in connection therewith;

(b) The City has the right, at the City's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the applicable series of Bonds to be

included in the gross income of such Bondholder or (ii) any challenge to the validity of the tax exemption with respect to the interest on such Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall a Bondholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the City or any other Person; and

(c) The City shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all expenses (including attorneys' fees for services that may be required or reasonably necessary, as determined by the Purchaser or any other Bondholder in its sole discretion) that may be incurred by the Purchaser or any other Bondholder in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all payments, including any taxes or interest or penalties or other charges payable by the Purchaser or any other Bondholder for failure to include such interest in its gross income.

It is acknowledged and agreed that any amounts which may be due and owing under this section are payable solely from and to the extent of Pledged Revenue and shall not cause the City to exceed any repayment costs approved by the voters of the City at the 2013 Election.

Section 3.03. Survival. All of the City's obligations under this Article III shall survive the termination of this Agreement and the repayment, satisfaction or discharge of all other Obligations.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser.

- (a) The following City documents:
 - (i) copies of the Ordinance of the City, certified by a City Representative as being true and complete and in full force and effect on the Effective Date;
 - (ii) a certification from a City Representative that the Charter of the City is in full force and effect as of the Effective Date;
 - (iii) the Audited Financial Statements;
 - (iv) a certificate dated the Effective Date and executed by a City Representative certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the City, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder; and
 - (v) all necessary documents required under KYC documentation.

(b) The following financing documents:

(i) an executed original or certified copy, as applicable, of each of the Related Documents; and

(ii) the fully executed and authenticated Series 2022A Bond, Series 2022B Bond and Series 2022C Bond.

(c) The following opinions, dated the Effective Date and addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) from counsel to the City, opinions as to the due authorization, execution, delivery and enforceability of the Related Documents to which the City is a party, and such other customary matters as the Purchaser may reasonably request; and

(ii) from Bond Counsel, opinions to the effect that (i) the interest on the Series 2022A Bonds is excludable from gross income for federal income tax purposes and (ii) with respect to the Bonds, such other customary matters as the Purchaser may reasonable request.

(d) The following documents and other information:

(i) a certificate dated the Effective Date and executed by a City Representative certifying (A) that there has been no event or circumstance since December 21, 2020, except as has been disclosed to the Purchaser prior to the Effective Date, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Effective Date, (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default and (D) since the dated date of the Rating Documentation, the unenhanced long-term debt ratings assigned to any Parity Securities has not been withdrawn, suspended or reduced;

(iii) true and correct copies of all other governmental approvals, if any, necessary for the City to execute, deliver and perform the Related Documents to which it is a party;

(iv) evidence (in the form of screen shot of the ratings or the most recent rating letters for any Parity Securities) that the unenhanced long-term debt rating assigned by Moody's and S&P to any outstanding Parity Securities is at least "A2" and "A+," respectively (the "*Rating Documentation*");

Section 4.02. Litigation. The Purchaser shall have received a written description of all actions, suits or proceedings pending or threatened against the City in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements,

certificates, agreements, documents and information with respect thereto as the Purchaser may reasonably request.

Section 4.03. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the City and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

Section 4.04. Payment of Fees and Expenses. (a) On or prior to the Effective Date, (i) the Purchaser shall have received reimbursement of the Purchaser's fees and expenses and any other fees incurred in connection with the transaction contemplated by the Related Documents and (ii) Chapman and Cutler LLP, as counsel to the Purchaser, shall have received payment of its reasonable legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents.

Section 4.05. No Bond Rating; No Book-Entry; No Placement or Offering. The Bonds shall not be (i) assigned a specific rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, or (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

As of the Effective Date, the City makes the following representations and warranties to each Bondholder:

Section 5.01. Existence and Power. The City is a home rule municipality and political subdivision of the State of Colorado organized and existing under its Charter pursuant to Article XX of the Constitution of the State and has the power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and has full power and authority to adopt, execute, deliver and perform its obligations under the Ordinance, this Agreement, the Bonds and the other Related Documents, to pledge the 1.0% Sales and Use Tax and the 3.5% Sales and Use Tax in accordance with the Ordinance.

Section 5.02. Due Authorization. (a) The City has the power and authority, and has taken all necessary action, to adopt the Ordinance and authorize the Related Documents to which it is a party, and to execute, deliver and perform its obligations under this Agreement and each of the other Related Documents to which it is a party in accordance with their respective terms.

(b) No authorization, consent, approval, permit, license, or exemption of, or filing or registration with, any court or Governmental Authority that has not been obtained or issued is or will be necessary for the valid adoption, execution, delivery or performance by the City of the Related Documents to which it is a party and, in particular, the Ordinance, the Bonds

and this Agreement, or the pledge of the 1.0% Sales and Use Tax and the 3.5% Sales and Use Tax in accordance with the Ordinance.

Section 5.03. Valid and Binding Obligations. This Agreement has been duly executed and delivered by one or more duly authorized officers of the City, and each of the Related Documents to which the City is a party, when adopted or executed and delivered by the City, as applicable, will be, a legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.04. Noncontravention; Compliance with Law. (a) The execution, delivery and performance of this Agreement and each of the other Related Documents in accordance with their respective terms do not and will not (i) contravene the City's Charter, (ii) require any consent or approval of any creditor of the City, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the City is a party or (v) result in or require the creation or imposition of any Lien upon or with respect to any of the 1.0% Sales and Use Tax and the 3.5% Sales and Use Tax except such Liens, if any, expressly created by a Related Document.

(b) The City is in compliance with all Laws, except for such noncompliance that, singly or in the aggregate, has not caused or is not reasonably expected to cause a Material Adverse Effect.

Section 5.05. Pending Litigation and Other Proceedings. There is no action, suit or proceeding pending in any court, any other Governmental Authority with jurisdiction over the City or any arbitration in which service of process has been completed against the City or, to the knowledge of the City, any other action, suit or proceeding pending or threatened in any court, any other Governmental Authority with jurisdiction over the City or any arbitrator, in either case against the City or any of its properties or revenues, or any of the Related Documents to which it is a party, which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Effective Date as to which the Purchaser has received an opinion of counsel satisfactory to the Purchaser, in form and substance satisfactory to the Purchaser and the Purchaser's legal counsel, to the effect that such action, suit or proceeding is without substantial merit.

Section 5.06. Financial Statements. The Audited Financial Statements, which financial statements, accompanied by the audit report of the firm of certified public accountants that audited the financial statements, heretofore furnished to the Purchaser, fairly present the financial condition of the City in all material respects as of such dates and the results of its operations for the periods then ended in conformity with GAAP. Except as disclosed to the Purchaser, since the date of the Audited Financial Statements, there has been no material adverse change in the financial condition or operations of the City that could reasonably be expected to result in a Material Adverse Effect.

Section 5.07. No Defaults. No default by the City has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Senior Securities or Parity Securities. No bankruptcy, insolvency or other similar proceedings pertaining to the City, or any agency or instrumentality of the City, are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No “default” or “event of default” under, and as defined in, any of the other Related Documents has occurred and is continuing. The City is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The City is not in violation of any material term of the Charter or authorizing legislation applicable to the City or any material term of any ordinance, bond indenture or agreement to which it is a party or by which any of its property is bound which could reasonably be expected to result in a Material Adverse Effect.

Section 5.08. Correct Information. All information, reports and other papers and data with respect to the City furnished by the City to the Purchaser were, as of the dates of the respective documents, correct in all material respects. Any financial, budget and other projections furnished by the City to the Purchaser were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of preparation of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Purchaser in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the City, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the City that materially and adversely affects the security for any of the Bonds, or the ability of the City to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 5.08 or in such information, reports, papers and data or otherwise disclosed in writing to the Purchaser. The documents furnished and statements made by the City in connection with the negotiation, preparation or execution of this Agreement and the Related Documents were true and accurate as of the date of such documents or statements.

Section 5.09. Use of Proceeds; Margin Stock. The City will not use the proceeds from the issuance of the Bonds in contravention of any Law or the Ordinance. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds from the issuance of the Bonds will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.10. Tax-Exempt Status. The City has not taken any action or omitted to take any action, and has no actual knowledge of any action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes or the exclusion of interest on the Bonds from State taxable income.

Section 5.11. Usury. None of the Related Documents or the Bonds provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.12. Security. The Ordinance creates (i) an irrevocable first lien, but not necessarily an exclusive first lien, on certain sales and use tax revenues of the City received from the 1.0% Sales and Use Tax authorized at the 2013 Election on a parity with the Parity Securities and (ii) an irrevocable subordinate lien on the revenues received from 3.5% Sales and Use Tax which is in all respects subordinate to the pledge and lien thereon of the Senior Securities. The Ordinance does not permit the issuance or incurrence of any debt secured by the 1.0% Sales and Use Tax to rank senior to the Bonds. No filing, registration, recording or publication of the Ordinance or any other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the Lien created thereby on the Pledged Revenues to secure the Bonds.

Section 5.13. Pending Legislation and Decisions. There is no amendment, or to the knowledge of the City, proposed amendment to the Constitution of the State or any State Law or any administrative interpretation of the Constitution of the State or any State Law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.14. No Immunity. Except as provided in Title 24, Article 10, C.R.S., the City does not enjoy any rights of immunity on the grounds of sovereign immunity with respect to itself or the 1.0% Sales and Use Tax or the 3.5% Sales and Use Tax (irrespective of their use or intended use) from (i) any action, suit or other proceeding arising under or relating to this Agreement or any Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or for recovery of property or (iii) execution or enforcement of any judgment to which it or the Pledged Revenues might otherwise be made subject in any action, suit or proceeding relating to this Agreement or any other Related Document, and no such immunity (whether or not claimed) may be attributed to the City or the Pledged Revenues.

Section 5.15. No Public Vote or Referendum. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.16. Sanctions Concerns and Anti-Corruption Laws. (a) *Sanctions Concerns.* Neither the City, nor, to the knowledge of the City, any director or officer thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

(b) *Anti-Corruption Laws.* The City has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

Section 5.17. No Existing Right to Accelerate. As of the Effective Date, no Person, including, without limitation, any credit facility provider or liquidity provider, either of which provides credit enhancement or liquidity support to any Parity Securities, or any holder of Parity Securities, has a right under any ordinance, indenture, or supplemental indenture relating to any such Parity Securities or under any other document or agreement relating to any Parity Securities, to direct the trustee to cause a mandatory acceleration of such Parity Securities, or to otherwise declare the principal of and interest on any Parity Securities to be immediately due and payable, prior to its maturity.

Section 5.18. Investment Company Act. The City is not an “investment company” or a company “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 5.19. Debt Limitation under 2013 Election. The City hereby represents that as of the Effective Date that the combined maximum total repayment cost of the Bonds, when combined with the maximum total repayment cost of all debt issued pursuant to the 2013 Election and not refunded, does not exceed \$422,000,000.

ARTICLE VI

COVENANTS

The City covenants and agrees, until the full and final payment and satisfaction of all of the Obligations, unless the Purchaser shall otherwise consent in writing, that:

Section 6.01. Existence, Etc. The City shall maintain its existence pursuant to its Charter and the Laws of the State.

Section 6.02. Compliance with Laws. The City shall comply with all Laws applicable to it, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect.

Section 6.03. Reports. The City shall furnish to the Purchaser in form and detail satisfactory to the Purchaser:

(a) *Annual Report.* As soon as available, and in any event within [290]¹ days after the end of the Fiscal Year, the comprehensive annual financial report of the City for the year ended December 31, 2020 (inclusive of the audited consolidated balance sheet of the City for the fiscal year ended December 31, 2020, and the related consolidated statements of revenues, expenditures, and changes in fund balances, for such fiscal year of the City), including the notes thereto.

¹ Under review internally by the Bank; why is it 290 days?

(b) As soon as available, and in any event within [290] days after the end of the Fiscal Year, the City's annual disclosure report in form and substance substantially similar to that provided in its annual disclosure report delivered for the Fiscal Year ended December 31, 2020.

[(c) *Unaudited Quarterly Financials.* As soon as available, and in any event within [] days after the end of each fiscal quarter, the unaudited quarterly Sales and Use Tax collections of the City.]²

(d) *Compliance Certificate.* In connection with the financial statements required to be delivered by the City pursuant to Sections 6.03(a) and (c) hereof, a Compliance Certificate signed by a City Representative stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(e) *Ordinance Notices.* As soon as available all notices, certificates, instruments, in connection with the Bonds provided pursuant to the Ordinance that are not otherwise already required hereunder.

(f) *Notices of Resignation of the Paying Agent.* As promptly as practicable, written notice to the Purchaser of any resignation of the Paying Agent immediately upon receiving notice of the same.

(g) *Material Event Notices.* During any period of time the City is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) notice that such event notice has been filed with EMMA and is publicly available.

(h) *Notice of Default or Event of Default.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by a City Representative specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto.

(i) *Litigation.* As promptly as practicable, written notice to the Purchaser of all actions, suits or proceedings pending or threatened against the City before any arbitrator

² Would it be possible to get internally prepared information on a quarterly or semi-annual basis with respect to sales tax collections?

of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect.

(k) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the City as the Purchaser may from time to time reasonably request.

The City will be deemed to have complied with the requirement to provide the information set forth in this Section 6.03 to the extent such information has been duly posted within such time period on the City website (www.c3gov.com) or EMMA, respectively.

Section 6.04. Maintenance of Books and Records. The City will keep proper books of record and account in which full, true and correct entries in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein.

Section 6.05. Access to Books and Records. The City will permit any Person designated by the Purchaser (at the expense of the Purchaser, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the City to the extent permitted by law) to visit any of the offices of the City to examine the books and financial records (except books and financial records the examination of which by the Purchaser is prohibited by law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the City with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Purchaser may reasonably request.

Section 6.06. Compliance With Documents. The City agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Ordinance and each of the other Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Purchaser and shall be enforceable against the City. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 6.07. Application of Bond Proceeds. The City will not take or omit to take any action, which action or omission will in any way result in the proceeds from the issuance of the Bonds being applied in a manner other than as provided in the Ordinance.

Section 6.08. Limitation on Additional Debt. The City will not issue and/or incur any additional indebtedness payable from or secured by Pledged Revenues, except in accordance with Section 6.01 of the Ordinance, which provides in part:

The Pledged Revenues, as certified by the Finance Director, for any 12 consecutive months out of the 18 months preceding the month in which proposed Parity Securities are to be issued, shall have been sufficient to pay an amount at least equal to (A) 190% of the sum derived by adding the following: (i) the Maximum Annual Debt Service for the Outstanding Bonds; (ii) the Maximum Annual Debt Service for each series of Outstanding Parity Securities; (iii) the Maximum Annual Debt Service for each series of Outstanding Senior Securities; and (iv) the Maximum Annual Debt Service for the Parity Securities proposed to be issued, plus (B) one hundred percent of all policy costs attributable to any insurance policy and reserve fund insurance policy and other similar amounts then due and owing.

For the avoidance of doubt Parity Securities shall be issued in accordance and subject to the terms and provisions of Section 6.01 of the Ordinance.

Section 6.09. Related Documents. The City will not amend or modify, or permit to be amended or modified in any manner whatsoever any Related Document in a manner which would adversely affect the City's ability to repay the Bonds, any Senior Securities or Parity Securities or which adversely affects the security for the Bonds or the City's ability to repay when due the Bonds or the other Obligations or the interests, security, rights or remedies of the Purchaser without the prior written consent of the Purchaser.

Section 6.10. Liens. The City shall not, directly or indirectly, incur, create or permit to exist any Lien on all or any part of 1.0% Sales and Use Tax or the 3.5% Sales and Use Tax, except in accordance with the Ordinance, the Senior Bond Ordinances and the Parity Bond Ordinances.

Section 6.11. Conversions and Redemptions. (a) None of the Bonds shall be subject to optional redemption or conversion (other than in connection with the Series 2022B Conversion Date and the Series 2022C Conversion Date) prior to the ten (10) year anniversary of the Effective Date.

(b) After the ten (10) year anniversary of the Effective Date, the City may cause any or all of the Bonds to be optional redeemed or converted to a different interest rate mode on any day upon fifteen (15) days prior written notice to the Purchaser and otherwise in accordance with the terms of the Ordinance and the Sale Certificate.

Section 6.12. Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees. The City shall permit the Purchaser to disclose the financial information received by it pursuant to this Agreement to each participant of the Purchaser, Purchaser Transferee and Non-Purchaser Transferee pursuant to Section 8.06 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.13. Acceleration. The City shall not, directly or indirectly, enter into or otherwise consent to agreement related to any Senior Securities or Parity Securities which includes the right to accelerate the payment of the principal of or interest on any Senior Securities or Parity Securities or the right to cause the redemption or mandatory tender of any Senior Securities or Parity Securities prior to its maturity.

Section 6.14. Immunity from Jurisdiction. Except as provided in Title 24, Article 10, C.R.S., to the fullest extent permitted by applicable law, with respect to its obligations arising under this Agreement or any other Related Document, the City irrevocably agrees that to the extent the City has the right to invoke immunity with respect to contractual obligations and the law allows it to waive such right, it will not assert or claim any immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) from (i) any action, suit or other proceedings arising under or relating to this Agreement or any other Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be entitled in any such action, suit or other proceeding, and the City hereby irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and the Pledged Revenues (irrespective of their use or intended use), all such immunity.

Section 6.15. Budget and Appropriation of Funds. The City shall at all times comply with the appropriation and budget requirements set forth in Section 4.10 of the Ordinance.

Section 6.16. Maintenance of Tax-Exempt Status of Bonds. The City shall comply with Section 7.14 of the Ordinance relating to the tax exempt status of the Tax-Exempt Bonds.

Section 6.17. Federal Reserve Board Regulations. The City shall not use any portion of the proceeds of the purchase of the Bonds for the purpose of carrying or purchasing any Margin Stock and shall not incur any debt which is to be reduced, retired or purchased by the City out of such proceeds, except for effecting the Refunding Project in accordance with the Ordinance.

Section 6.18. Sanctions. The City will not directly or indirectly, use any proceeds from the issuance of the Bonds, or lend, contribute or otherwise make available such proceeds to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions.

Section 6.19. Anti-Corruption Laws. The City will not directly or indirectly, use any proceeds from the issuance of the Bonds for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions.

Section 6.20. No Optional Redemption or Prepayment Prior to August 1, 2032. The City will not, and will not direct or permit any other Person to, redeem or prepay all or any portion of any of the Bonds prior to August 1, 2032.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “*Event of Default*” hereunder, unless waived in writing by Purchaser:

(a) the occurrence of an Event of Default under the Ordinance subject to any notice and cure provisions contained therein;

(b) the City shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Bonds) when due and such failure shall continue for three (3) Business Days;

(c) the City shall default in the due performance or observance of any of the covenants set forth in Sections 6.01, 6.07, 6.08, 6.09, 6.10, 6.11, 6.13, 6.14, 6.15 or 6.20 hereof;

(d) the City shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof;

(e) any “event of default” under any Related Document (as defined respectively therein) shall have occurred subject to any notice and cure provisions contained therein.

Section 7.02. Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Purchaser may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) deliver a written notice to the City that an Event of Default has occurred and is continuing and procedure to take such other remedial action as is provided for in the Ordinance;

(ii) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as otherwise provided for in this Section 7.02) and as otherwise available at law and at equity.

Section 7.03. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the City and the Purchaser shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and

the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Amendments, Etc.. No amendment or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the City therefrom, shall be effective unless in writing signed by the Purchaser and the City, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.02. Notices; Effectiveness; Electronic Communications. (a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax transmission or e-mail transmission as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, to the address, fax number, e-mail address or telephone number specified by the City or the Purchaser on Schedule 8.02 hereof. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (c).

(b) *Electronic Communications.* Notices and other communications to the Purchaser hereunder may be delivered or furnished by electronic communication (including e-mail, FPML messaging and Internet or intranet websites) pursuant to procedures approved by the Purchaser. The Purchaser or the City, in its discretion, agrees to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that the approval of such procedures may be limited to particular notices or communications.

(c) Unless the Purchaser otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices and other communications posted to an Internet or intranet website shall be deemed received by the intended recipient upon the sender's receipt of an acknowledgment by the intended recipient (such as by the "return receipt requested" function, as available, return email address or other written acknowledgment) including that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or

communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) *Change of Address, Etc.* Each of the City and the Purchaser may change its address, fax number or telephone number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

(e) *Reliance by the Purchaser.* The Purchaser shall be entitled to rely and act upon any notices (including, without limitation, telephonic or electronic notices) purportedly given by or on behalf of the City even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof; provided that the Purchaser shall contact the City Representative by telephone regarding any notice described in either (i) or (ii) of this sentence prior to relying or taking any action based upon such notice. All telephonic notices to and other telephonic communications with the Purchaser may be recorded by the Purchaser, and each of the parties hereto hereby consents to such recording.

Section 8.03. No Waiver; Cumulative Remedies. No failure by the Purchaser to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Related Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Related Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.04. Expenses . (a) The City shall pay to the extent permitted by law and solely from Pledged Revenues (i) all reasonable out-of-pocket expenses incurred by the Purchaser and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Purchaser), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Related Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Purchaser in connection with the purchase of the Bonds and (iii) all reasonable out-of-pocket expenses incurred by the Purchaser (including the fees, charges and disbursements of any counsel for the Purchaser), and shall pay all fees and time charges for its attorneys, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section, or (B) in connection with the purchase of the Bonds, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such purchase of the Bonds.

(b) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable Law, the City shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against the Purchaser, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument

contemplated hereby, the transactions contemplated hereby or thereby, the purchase of the Bonds or the use of the proceeds thereof. The Purchaser shall not be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by the Purchaser through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby, except for its own gross negligence or willful misconduct in connection with such distribution.

(c) *Payments.* All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(d) *Survival.* The agreements in this Section shall survive the payment in full of the Bonds, the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement.

Section 8.05. Payments Set Aside. To the extent that any payment by or on behalf of the City is made to a Bondholder, and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the such Bondholder in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.06. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section and the Ordinance. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. CN Financing Inc. shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the City and the Paying Agent and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance and notification thereof to the City and the Paying Agent, the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and CN Financing Inc. or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(b) *Sales and Transfers by Bondholder to a Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “*Purchaser Transferee*”). From and after the date of such sale or transfer, CN Financing Inc. (and its successors) shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Purchaser hereunder, (B) the City and the Paying Agent shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the City.

(c) *Sales and Transfers by Bondholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees but each of which constitutes a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “*Non-Purchaser Transferee*”) all or a portion of the Bonds if [(A)] written notice of such sale or transfer, including that such sale or transfer is to a Non-Purchaser Transferee, together with addresses and related information with respect to the Non-Purchaser Transferee, shall have been given to the City, the Registrar, the Paying Agent and the Purchaser (if different than the Bondholder) by such selling Bondholder and Non-Purchaser Transferee, and (B) the Non-Purchaser Transferee shall have delivered to the City, the Paying Agent, the Registrar and the selling Bondholder, an investment letter in substantially the form attached as [Exhibit _] to the Ordinance (the “*Purchaser Letter*”).

From and after the date the City, the Registrar and the selling Bondholder have received written notice and an executed Purchaser Letter, (A) the Non-Purchaser Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* Each Bondholder shall have the right to grant participations in all or a portion of such Bondholder’s interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the City and the Paying Agent shall be required to deal only with the Purchaser,

with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the City. The City agrees that each participant shall be entitled to the benefits of Sections 3.01 and 3.02 hereof to the same extent as if it were a Bondholder hereunder; *provided, however*, that a participant shall not be entitled to receive any greater payment under Sections 3.01 than such Bondholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the City's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Purchaser set forth above, the Purchaser may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Bonds, this Agreement and/or the Related Documents to secure obligations of the Purchaser or an Affiliate of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

Section 8.07. Treatment of Certain Information; Confidentiality Each of the City and the Purchaser agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates, its auditors and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Related Document or any action or proceeding relating to this Agreement or any other Related Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the City and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the City or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the City or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Purchaser or any of its Affiliates on a nonconfidential basis from a source other than the City. For purposes of this Section, "Information" means all information received from the City relating to the City or any of their respective businesses, other than any such information that is available to the Purchaser on a nonconfidential basis prior to disclosure by the City, provided that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the

confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Purchaser may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers the Purchaser in connection with the administration of this Agreement and the other Related Documents. Except as otherwise provided below in this paragraph, the City agrees that it will not issue any press release or similar public disclosure using the name of the Bank or its Affiliates nor will the City make any public disclosure of this Agreement or any part hereof or any statement or description of the content of this Agreement or any part hereof, without the prior written consent of the Bank. The City may, after consultation with the Bank, file (or cause to be filed) with the Municipal Securities Rulemaking Board under its Electronic Municipal Market Access (EMMA) system or otherwise a copy of this Agreement and agreements between the Bank and the City related to this Agreement, in each case redacted in a manner satisfactory to the Bank to prevent disclosure of any signatures, account information, information regarding pricing, or other proprietary or other confidential information regarding the transactions contemplated hereby, or a summary of this Agreement and such related agreements (in each case as so redacted). The City shall be permitted to include in such redacted copies of this Agreement (or summaries thereof) such information as shall be necessary to comply with requirements of applicable law (including federal or state securities laws and the regulations promulgated thereunder) and the requirements of its continuing disclosure agreements to the extent that such disclosure is required to cause the underwriting, issuance, sale or remarketing of bonds or other obligations issued by the City to be in compliance with applicable law. The City may include any such redacted copies of this Agreement and related agreements (or summaries thereof) in any official statement, offering circular or other disclosure document prepared in connection with any issuance of Debt by the City.

Section 8.08. Counterparts; Integration; Effectiveness. This Agreement and each of the other Related Documents may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Related Documents, and any separate letter agreements with respect to fees payable to the Purchaser constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Purchaser and when the Purchaser shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement or any other Related Document, or any certificate delivered thereunder by fax transmission or e-mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement or such other Related Document or certificate. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Related Document, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

Section 8.09. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and

delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Purchaser, regardless of any investigation made by the Purchaser or on its behalf and notwithstanding that the Purchaser may have had notice or knowledge of any Default at the time of the purchase of the Bonds, and shall continue in full force and effect as long as any Obligation hereunder shall remain unpaid or unsatisfied.

Section 8.10. Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.11. Governing Law; Jurisdiction; Etc. (a) *GOVERNING LAW.* THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS (EXCEPT, AS TO ANY OTHER RELATED DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT (EXCEPT, AS TO ANY OTHER RELATED DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF COLORADO.

(b) *Submission to Jurisdiction.* THE CITY AND THE PURCHASER IRREVOCABLY AND UNCONDITIONALLY AGREE THAT NEITHER WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE OTHER PARTY OR ANY RELATED PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF COLORADO AND OF ANY UNITED STATES DISTRICT COURT LOCATED IN THE STATE OF COLORADO, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COLORADO STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER RELATED DOCUMENT SHALL AFFECT ANY RIGHT THAT THE PURCHASER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT AGAINST THE CITY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) *Waiver of Venue.* THE CITY AND THE PURCHASER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR

PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 8.12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.13. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Purchaser and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Purchaser and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Purchaser and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary pursuant to Section 15B of the Securities Exchange Act of 1934, for the City, or any other Person and (ii) neither the Purchaser nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Purchaser and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Purchaser nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Purchaser or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.14. Electronic Execution of Certain Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “*Communication*”), including Communications required to be in writing, may, if agreed by the Purchaser, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Purchaser. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Purchaser of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Purchaser may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“*Electronic Copy*”), which shall be deemed created in the ordinary course of the Purchaser’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Purchaser is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Purchaser pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Purchaser has agreed to accept such Electronic Signature, the Purchaser shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Purchaser any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “*Electronic Record*” and “*Electronic Signature*” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time and Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 8.15. USA Patriot Act. The Purchaser hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “*Act*”), it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Purchaser to identify the City in accordance with the Act. The City agrees to, promptly following a request by the Purchaser, provide all such other documentation and information that the Purchaser requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

Section 8.16. Time of the Essence. Time is of the essence of the Related Documents.

Section 8.17. Entire Agreement. **THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE**

CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Section 8.18. Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Purchaser, the City will, at the City's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents. In addition, at any time, and from time to time, upon request by the Purchaser, the City will, at the City's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Purchaser, be necessary or desirable in order to verify the City's identity and background in a manner satisfactory to the Purchaser.

Section 8.19. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

CN FINANCING INC.

By _____
Name: _____
Title: _____

CITY OF COMMERCE CITY, COLORADO

By _____
Name: Roger Tinklenburg
Title: City Manager

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, _____

To: CN Financing Inc.

Ladies and Gentlemen:

Reference is made to that certain Continuing Covenant Agreement dated as of _____, 2022 (the "Agreement"), between the City of Commerce City, Colorado (the "City") and CN Financing Inc. (the "Purchaser"). Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned City Representative hereby certifies as of the date hereof that he/she is the _____ of the City, and that, as such, he/she is authorized to execute and deliver this Certificate to the Bank on the behalf of the City, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.03(a) of the Agreement for the fiscal year of the City ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

[Use following paragraph 1 for fiscal quarter-end financial statements]

1. Attached hereto as Schedule 1 are the quarter-end unaudited financial statements required by Section 6.03(b) of the Agreement for the fiscal year of the City ended as of the above date, which includes the balance sheet as of the end of the quarter and a statement of income and expenses.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the City during the accounting period covered by the attached financial statements.

3. A review of the activities of the City during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the City performed and observed all its Obligations under the Related Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the City performed and observed each covenant and condition of the Related Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____,
_____.

CITY OF COMMERCE CITY, COLORADO

By: _____
Name: _____
Title: _____

SCHEDULE 8.02

ADDRESSES

The City:

[City]

[_____]

[_____]

Attention: [_____]

Facsimile: () [_____]

Telephone: () [_____]

The Purchaser:

CN Financing Inc.

c/o City National Bank

Attention: _____

Facsimile: () ____ - ____

Telephone: () ____ - ____