

## NOTICE OF PUBLIC SALE

**\$98,440,000\***

**CERTIFICATES OF PARTICIPATION, SERIES 2026  
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT)  
EVIDENCING PROPORTIONATE INTERESTS IN THE BASE RENTALS AND  
OTHER REVENUES  
UNDER AN ANNUALLY RENEWABLE LEASE PURCHASE AGREEMENT BY  
AND BETWEEN  
DENVER PUBLIC FACILITIES LEASING TRUST 2026  
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT), AS LESSOR,  
AND THE CITY AND COUNTY OF DENVER, COLORADO, AS LESSEE**

---

**NOTICE IS HEREBY GIVEN** that electronic bids will be received for the purchase of the certificates (the “**Series 2026 Certificates**”) described above evidencing assignments of proportionate interests in rights to receive payments pursuant to the 2026 Lease (defined below) between Denver Public Facilities Leasing Trust 2026 (the “**2026 Trust**”), as lessor, and the City and County of Denver, Colorado (the “**City**”), as lessee, authorized under the Ordinance referred to below. The Series 2026 Certificates will be executed and delivered by Zions Bancorporation, National Association, as trustee (the “**Trustee**”), on behalf of the 2026 Trust, pursuant to a Declaration and Indenture of Trust (Denver Public Facilities Leasing Trust 2026 Colorado Convention Center Fire Alarm Project) to be dated its date of execution and delivery (the “**2026 Indenture**”). All bids must be electronically submitted by means of i-Deal Parity electronic bidding system (“**Parity**”) as described in “**BID PROPOSAL**” and “**PARITY**” below. Electronic bids via Parity must be submitted in accordance with Parity’s Rules of Participation, as well as the provisions of this Notice of Public Sale (this “**Notice of Sale**”). To the extent that the provisions of this Notice of Sale conflict with Parity’s Rules of Participation or any instruction or directions set forth by Parity, the provisions of this Notice of Sale shall control. As described herein, the date and time for submitting bids will be as follows:

**Bid Date:** May 6, 2026  
**Bid Time:** Between 10:30 a.m. and 11:00 a.m. prevailing Eastern Time  
(Between 8:30 a.m. and 9:00 a.m. prevailing Mountain Time),

**Bids Submitted to:** Parity  
**Municipal Advisor:** Hilltop Securities, Inc. (the “**Municipal Advisor**”)  
Jason Simmons  
Jason.simmons@hilltopsecurities.com  
Telephone: (303) 771-0217

The date and time of the sale may be changed at the discretion of the City, as lessee, and the Trustee, on behalf of the 2026 Trust, also reserves the right to make other changes to the provisions of this Notice of Sale prior to the date and time of the sale; any such changes may be posted through Parity. Prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity) as specified in “**BID PROPOSAL**” and “**PARITY**” below.

---

\* Preliminary; subject to change.

*Any capitalized terms used without definition have the meanings set forth in the Preliminary Official Statement dated April 28, 2026 relating to the Series 2026 Certificates (together with all appendices thereto, the “Preliminary Official Statement”).*

### MATURITIES\*

The Series 2026 Certificates will mature on December 1 in each of the designated amounts and years, as follows:

<u>Maturity Date (December 1)</u>	<u>Principal Amount*</u>
2026	\$5,125,000
2027	3,055,000
2028	3,210,000
2029	3,370,000
2030	3,535,000
2031	3,715,000
2032	3,900,000
2033	4,095,000
2034	4,300,000
2035	4,515,000
2036	4,740,000
2037	4,980,000
2038	5,225,000
2039	5,485,000
2040	5,760,000
2041	6,050,000
2042	6,350,000
2043	6,670,000
2044	7,005,000
2045	7,355,000

\* Subject to change as provided for in this Notice of Sale under “**SALE RESERVATIONS**”.

**ADJUSTMENTS TO PRINCIPAL AMOUNTS:** The aggregate principal amount and the principal amount of each maturity of the Series 2026 Certificates described above are subject to adjustment, after determination of the best bid, to the extent appropriate to generate proceeds consistent with the purpose for which the Series 2026 Certificates are being executed and delivered. Changes to be made will be communicated to the successful bidder at the time of award of the Series 2026 Certificates and will not reduce or increase the aggregate principal amount of the Series 2026 Certificates by more than 15%. If the principal amount is modified, the underwriting discount percentage (not the dollar amount of the underwriting discount) will be held constant according to the underwriting discount percentage imputed in the reoffering yields of the successful bidder. The successful bidder may not withdraw its bid as a result of any changes made within these limits. By submitting its bid, each bidder agrees to purchase the Series 2026 Certificates in such adjusted principal amounts and to modify the purchase price for the Series 2026 Certificates to reflect such adjusted principal amounts. The bidder further agrees that the interest rates for the various maturities as designated by the bidder in its bid will apply to any adjusted principal amounts of such maturities.

**SALE RESERVATIONS:** The following rights are reserved: (1) the right to amend this Notice of Sale at any time prior to the time for receipt of bids by publishing amendments through Parity; (2) the right to reject any and all bids for the Series 2026 Certificates; (3) the right to reoffer the Series 2026 Certificates for public or negotiated sale; (4) the right to waive any irregularity or informality in any bid; and (5) the right to adjust the principal amount in each maturity or in aggregate, or reschedule the receipt of bids for the Series 2026 Certificates by giving notice thereof as promptly as reasonably possible by publishing amendments through Parity or such other oral or written communication as the Municipal Advisor may select.

**AUTHORITY, STRUCTURE, LEASED PROPERTY, PURPOSE, AND SECURITY:**

**Authority.** The Series 2026 Certificates are being executed and delivered in accordance with the constitution and laws of the State of Colorado and pursuant to the 2026 Indenture by the Trustee, on behalf of the 2026 Trust. Pursuant to Ordinance No. 20250934 Series of 2026 adopted on March 31, 2026, the City Council of the City approved, among other things, the execution and delivery of the 2026 Facilities Lease and the 2026 Lease (each as defined below) to facilitate financing of the 2026 Project (as defined below).

**Structure.** The Series 2026 Certificates evidence proportionate interests in the Base Rentals and certain other Revenues as defined in and pursuant to an annually renewable Lease Purchase Agreement No. 2026 (Colorado Convention Center Fire Alarm Project), to be dated its date of execution and delivery (the “**2026 Lease**”) between the 2026 Trust, as lessor, and the City, as lessee. The 2026 Trust is being established by the Trustee pursuant to the 2026 Indenture for the benefit of the Owners of the Series 2026 Certificates for the purpose of receiving a leasehold interest in the 2026 Leased Property (as defined herein) from the City pursuant to the 2026 Facilities Lease. Under the 2026 Indenture, the Trustee has been appointed to exercise, on behalf of the 2026 Trust, the rights and responsibilities of the 2026 Trust.

**Leased Property.** The City owns the Convention Center Parking Garage and the Denver Performing Arts Complex Parking Garage, including a license for all necessary access to the Convention Center Parking Garage and the Denver Performing Arts Complex Parking Garage (collectively and as more particularly defined in the hereinafter defined 2026 Facilities Lease, the “**2026 Leased Property**”) and will enter into a Facilities Lease Agreement No. 2026 (Colorado Convention Center Fire Alarm Project) to be dated the date of execution and delivery of the Series 2026 Certificates (the “**2026 Facilities Lease**”) with the 2026 Trust, pursuant to which the City will lease the 2026 Leased Property to the 2026 Trust in exchange for the net proceeds of the Series 2026 Certificates to be executed and delivered by the 2026 Trust. The 2026 Trust is then to lease the 2026 Leased Property back to the City pursuant to the 2026 Lease.

**Purpose.** Net proceeds of the Series 2026 Certificates are to be paid to the City in a single lease payment under the 2026 Facilities Lease and the City in turn will use that lease payment to (i) make improvements to the fire alarm system at the Colorado Convention Center, and any related costs, including reimbursement of costs previously incurred by the City with regard to such improvements (the “**2026 Project**”) and (ii) pay the costs of execution and delivery of the Series 2026 Certificates.

**Security.** The Series 2026 Certificates evidence proportionate interests in the Base Rentals payable by the City under the 2026 Lease and certain other “**Revenues**” pledged thereto under the 2026 Indenture as, when, and if the same are received by the Trustee, including: (1) all amounts payable by or on behalf of the City or with respect to the 2026 Leased Property pursuant to the 2026 Lease, including, but not limited to, all Base Rentals, Prepayments, Purchase Option Prices and Net Proceeds (each as defined in the 2026 Lease), but not including Additional Rentals (as defined in the 2026 Lease); (2) any portion of the proceeds of the Series 2026 Certificates deposited with the Trustee in the 2026 Project Fund and the Base Rentals Fund (each as defined in the 2026 Indenture) established by the 2026 Indenture and (3) any moneys and securities, including investment income, held by the Trustee in certain funds and accounts established under

the 2026 Indenture (except for moneys and securities held in the Rebate Fund). *The City has the right to renew or not renew, and therefore terminate, the 2026 Lease on an annual basis.*

THE SERIES 2026 CERTIFICATES ARE PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE 2026 TRUST PURSUANT TO THE 2026 LEASE AND OTHER REVENUES. NEITHER THE 2026 LEASE, THE SERIES 2026 CERTIFICATES, OR THE OBLIGATION OF THE CITY TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NEITHER THE 2026 LEASE NOR THE SERIES 2026 CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR.

#### **TERMS OF THE SERIES 2026 CERTIFICATES AND LIMITATIONS:**

**Generally:** The Series 2026 Certificates are being executed and delivered as fully registered certificates in denominations of \$5,000 or integral multiples of \$5,000 in excess thereof. The Series 2026 Certificates initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), which is acting as the securities depository for the Series 2026 Certificates. Purchases of the Series 2026 Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Series 2026 Certificates.

#### ***Interest Rates and Limitations:***

1. Interest will be payable on June 1 and December 1 of each year, commencing on December 1, 2026\* and will be computed on the basis of a 360-day year of twelve 30-day months.
2. The Series 2026 Certificates will be dated their date of delivery, which is expected to be May 21, 2026 (the “**Closing Date**”).
3. No interest rate on the Series 2026 Certificates should be lower than 4.50%.
4. The net effective interest rate on the Series 2026 Certificates shall not exceed 5.50%. For the purposes of this calculation, the following definitions apply:

“**Net effective interest rate**” means the net interest cost of the certificates divided by the sum of the products derived by multiplying the principal amount of such certificates maturing on each maturity date by the number of years from the date of said certificates to their respective maturities. In all cases the net effective interest rate shall be computed without regard to any option of redemption prior to the designated maturity dates of the certificates but shall take into account mandatory sinking fund redemptions.

“**Net interest cost**” means the total amount of interest to accrue on certificates from their date to their respective maturities or mandatory prior redemption dates, plus the amount of any discount below par, or less the amount of any premium above par at which said certificates are being or have been sold. In all cases the net interest cost shall be computed without regard to any option of redemption prior to the designated maturity dates of the certificates.

---

\* Preliminary; subject to change.

**PURCHASE PRICE:** The purchase price bid for the Series 2026 Certificates shall not be less than 101% of the par amount of the Series 2026 Certificates.

**REDEMPTION PROVISIONS\*:**

**Optional Redemption.** The Series 2026 Certificates maturing on or after December 1, 2037, are subject to redemption prior to maturity, in whole or in part, in integral multiples of \$5,000 on December 1, 2036, and on any date thereafter, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

**Extraordinary Mandatory Redemption.** If the 2026 Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or the Trustee, at the direction of the City, fails to repair or replace the 2026 Leased Property if: (1) the 2026 Leased Property is damaged or destroyed in whole or in part by fire or other casualty; (2) title to, or the temporary or permanent use of, the 2026 Leased Property, or any portion thereof, has been taken by eminent domain by any governmental body; (3) breach of warranty or any material defect with respect to the 2026 Leased Property becomes apparent; or (4) title to or the use of all or any portion of the 2026 Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds (as defined in the 2026 Lease) of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to 2026 Leased Property, made available by reason of such occurrences, are insufficient to pay in full, the cost of repairing or replacing the 2026 Leased Property and the City does not appropriate sufficient funds for such purpose or cause the 2026 Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to the 2026 Indenture for such purpose, the Series 2026 Certificates are required to be called for redemption. If called for redemption, as described herein, the Series 2026 Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described in the 2026 Indenture).

The Trustee is required to (1) allocate such Net Proceeds (together with any other available moneys held under the 2026 Indenture), proportionately among all outstanding Series 2026 Certificates and (2) apply such allocation of Net Proceeds to the payment of the principal of and interest on the Series 2026 Certificates on the regularly scheduled maturity dates and Interest Payment Dates of the Series 2026 Certificates.

**INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT:**

Reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2026 Certificates; security for the Series 2026 Certificates; the book-entry system, transfer, exchange and place of payment of the Series 2026 Certificates; the exclusion of the interest on the Series 2026 Certificates from federal and State of Colorado income taxation; and other information relating to the Series 2026 Certificates and the City.

**RATINGS:** Moody’s Investors Service, Inc. (“**Moody’s**”) has assigned a rating of “Aa2” to the Series 2026 Certificates.

**BID PROPOSAL:** Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2026 Certificates.

**PARITY:** All bids must be submitted electronically via Parity in accordance with Parity’s Rules of Participation in addition to the requirements of this Notice of Sale. No other provider of bidding services and no other means of delivery (i.e., telephone, facsimile or physical delivery) will be accepted. To bid,

---

\* Preliminary; subject to change.

bidders must first register with Parity. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Parity may call (212) 849-5021 for their ID number or password. In the event of a general malfunction in the electronic bidding process, bidders will be contacted to reschedule bidding. To the extent Parity's Rules of Participation or any instruction or directions set forth by Parity conflict with this Notice of Sale, the terms of this Notice of Sale shall control. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

Bids for the Series 2026 Certificates must be electronically submitted via Parity no later than 8:30 a.m., Denver time on May 6, 2026 (or such later date or time as may be posted via Parity), and no bids will be received after that time. Once the bids are communicated electronically via Parity, each bid shall constitute an irrevocable offer to purchase the Series 2026 Certificates on the terms therein provided and shall be binding upon the bidder. For all purposes of the Parity electronic bidding process, the time as maintained on Parity shall constitute the official time.

By bidding for the Series 2026 Certificates, each bidder represents and warrants that such bidder's bid for the purchase of the Series 2026 Certificates is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Series 2026 Certificates. Each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale and Parity's Rules of Participation. Neither the 2026 Trust, the City, the Municipal Advisor, Special Counsel, nor Parity shall have any duty or obligation to provide or assure such access to any bidder, and neither the 2026 Trust, the City, the Municipal Advisor, Special Counsel, nor Parity shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the use of Parity. The 2026 Trust is using Parity as a communication mechanism, and not as the 2026 Trust's agent, to conduct the electronic bidding for the Series 2026 Certificates.

The apparent successful bidder will be notified electronically (via Parity) as soon as possible after receipt of bids, that such bidder's bid appears to be the best conforming bid received for the Series 2026 Certificates, subject to verification by the City and official action to be taken by the City's Chief Financial Officer as Manager of Finance/ex-officio Treasurer or her designee (the "**Chief Financial Officer**") as described in "**TIME OF AWARD**" below. Promptly upon such notification, the apparent successful bidder will be required to confirm its bid by providing the 2026 Trust and the City with signed documentation of its bid satisfactory to the City's Chief Financial Officer.

**BASIS OF AWARD:** Subject to the sale reservations and limitations set forth herein, the Series 2026 Certificates will be sold to the responsible bidder making the best bid therefor. The best bid(s) will be determined by computing the actuarial yield on the Series 2026 Certificates (*i.e.*, using an actuarial or true interest cost method) for each bid received. "True interest cost" on the Series 2026 Certificates as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Series 2026 Certificates of all payments of principal and interest to be made on the Series 2026 Certificates from the estimated delivery date to their respective maturity dates using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Series 2026 Certificates, plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, *i.e.*, to the bidder making the bid resulting in the lowest true interest cost on the Series 2026 Certificates. If two or more equal bids for the Series 2026 Certificates are received and such equal bids are the best bids received, the City, as the lessee, will determine which bid will be accepted.

**TIME OF AWARD:** Bids will be received at the time hereinabove specified. The City Council has authorized certain designated officers, on behalf of the City, to accept the best responsible bid for the purchase of the Series 2026 Certificates, and to accept such bid by notice to the winning bidder. The award of the Series 2026 Certificates or rejection of all bids will occur not later than twenty-four (24) hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder.

**SUCCESSFUL BIDDERS REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE:** At or before 11:00 a.m., Mountain time, on the day of sale, the successful bidder for the Series 2026 Certificates must provide to the Municipal Advisor, by electronic transmission or by other means acceptable to the Municipal Advisor, the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which ten percent of each maturity of the Series 2026 Certificates was sold, in an aggregate dollar amount. The successful bidder for the Series 2026 Certificates must also certify in writing prior to delivery of the Series 2026 Certificates that the Series 2026 Certificates were sold as fixed interest rate certificates as described in the final Official Statement. The successful bidder will be required to agree to the terms for establishing the issue prices of the Series 2026 Certificates, as set forth in Appendix A hereto which is incorporated in this Notice of Sale.

**GOOD FAITH DEPOSIT:** A good faith deposit in the amount of \$1,000,000 will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the Trustee no later than 2:00 p.m. Eastern Time (12:00 p.m. Mountain Time) on May 6, 2026. The Municipal Advisor will contact the apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the federal wire reference number of such good faith deposit to the Trustee by 2:00 p.m. Eastern Time (12:00 p.m. Mountain Time) on May 6, 2026. Wire instructions for the delivery of the Good Faith Deposit will be provided to the apparent winning bidder after the bids have been received.

The Series 2026 Certificates will not be officially awarded to a bidder until such time as the bidder has provided a federal wire reference number for the good faith deposit.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Series 2026 Certificates will be applied to the purchase price of the Series 2026 Certificates. In the event the winning bidder for the Series 2026 Certificates fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the Trustee. Any investment income earned on the good faith deposit will not be credited to the winning bidder on the purchase price of the Series 2026 Certificates.

**MANNER AND TIME OF DELIVERY:** The good faith deposit of the successful bidder will be applied to the purchase price of the Series 2026 Certificates. It is anticipated that the Series 2026 Certificates will be delivered to the successful bidder without expense through the facilities of DTC in New York, New York, on May 6, 2026, or as soon as practicable thereafter, and thereupon such successful bidder shall be required to accept delivery of the Series 2026 Certificates, purchase and pay, in federal funds, the balance of the purchase price due.

The successful bidder will be required to make payment of the balance due for the Series 2026 Certificates with the Trustee, on behalf of the 2026 Trust. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the 2026 Trust. The Series 2026 Certificates will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the Trustee of receipt of the balance of the purchase price.

If the successful bidder fails or neglects to complete the purchase of the Series 2026 Certificates when the Series 2026 Certificates are tendered for delivery, the amount of the good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid), except as hereinafter provided. In that event the Series 2026 Certificates may be reoffered for public or negotiated sale. The successful bidder will not be required to accept delivery of the Series 2026 Certificates if they are not tendered for delivery within 60 days from the Bid Date. If the Series 2026 Certificates are not so tendered within said period of time, the good faith deposit will be returned to the successful bidder upon request.

**PURCHASER’S CERTIFICATE:** The apparent winning bidder will be required to execute and deliver a certificate on the Closing Date in the applicable form attached hereto as Appendix B (the “**Purchaser’s Certificate**”). SUBMISSION OF A BID TO PURCHASE THE SERIES 2026 CERTIFICATES CONSTITUTES A COVENANT TO DELIVER THE PURCHASER’S CERTIFICATE WITHOUT CHANGES UNLESS SPECIAL COUNSEL (DEFINED BELOW) HAS APPROVED SUCH CHANGES PRIOR TO THE SALE DATE OF MAY 6, 2026. If on or prior to the Bid Date the apparent winning bidder does not indicate its willingness to execute the Purchaser’s Certificate, the award will be made to the responsible bidder making the next best bid therefor who agrees to execute and deliver the Purchaser’s Certificate.

**CUSIP NUMBERS:** CUSIP numbers will be ordered by the Municipal Advisor and will be paid for as a cost of execution and delivery of the Series 2026 Certificates. CUSIP numbers will be printed on the Series 2026 Certificates. If a wrong number is imprinted on any Series 2026 Certificate or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Series 2026 Certificate.

**OFFICIAL STATEMENT:** The Preliminary Official Statement is “deemed final” by the Chief Financial Officer, as the Manager of Finance, *ex officio* Treasurer of the City except for the omission of certain information as provided by Securities and Exchange Commission Rule 15c2-12 (“**Rule 15c2-12**”), electronic copies of which may be obtained from the Municipal Advisor. If between the date of the public sale of the Series 2026 Certificates and the date of delivery of the Series 2026 Certificates, any event should occur or be discovered which would cause the final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will notify the Trustee and the purchaser thereof and shall cooperate in any necessary supplement or amendment to the final Official Statement.

Upon the sale of the Series 2026 Certificates, the successful bidder will be provided an electronic copy of the final Official Statement within seven business days of the acceptance of the successful bidder’s proposal in order to comply with Rule 15c2-12(b)(4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively with Rule 15c2-12, the “**Rules**”). The acceptance of the successful bidder’s proposal for the purchase of the Series 2026 Certificates shall constitute a contract between the 2026 Trust and the successful bidder for purposes of said Rules. In addition to the information required to be included in its bid, the successful bidder must (1) provide to the Municipal Advisor, all information relating to offering prices, selling compensation and the identity of the underwriters necessary to complete the final Official Statement within twenty-four (24) hours after the award of the Series 2026 Certificates and (2) provide to the Municipal Advisor a list of the underwriters involved in the transaction together with a list of the participating dealers (if different) and the percentage of participation of each within thirty (30) days after the delivery of the proceeds from the sale of the Series 2026 Certificates.

No dealer, salesman, or other person has been authorized to give any information or to make any representation with respect to the Series 2026 Certificates which is not contained in the Official Statement, and, if given or made, such other information or representation must not be relied upon as having been

authorized by the Municipal Advisor, the Trustee on behalf of the 2026 Trust, or the City. The information in the Preliminary Official Statement is subject to change and neither the delivery of the Official Statement nor any sale made after any such delivery is to, under any circumstances, create any implication that there has been no change since the date of the Preliminary Official Statement. The Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, and there may not be any sale of any of the Series 2026 Certificates, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

**END OF UNDERWRITING PERIOD:** The date of delivery of the Series 2026 Certificates will be treated as the “end of underwriting period” (as defined in Rule 15c2-12), *unless* successful bidder provides notice to the City, as lessee, in writing prior to such date that it holds unsold Series 2026 Certificates in its inventory. If such written notice is received prior to the date of delivery of the Series 2026 Certificates, the date when successful bidder notifies the City, as lessee, that it no longer holds unsold Series 2026 Certificates in its inventory will be treated as the “end of underwriting period.”

**BLUE SKY:** It shall be the obligation of the successful bidder to furnish to DTC an underwriter’s questionnaire and to qualify the Series 2026 Certificates, if such qualification is necessary, in the jurisdictions in which it intends to reoffer the Series 2026 Certificates.

**CONTINUING DISCLOSURE:** In connection with the execution and delivery of the Series 2026 Certificates the City, as lessee, will execute a Continuing Disclosure Undertaking, in substantially the form as set forth in Appendix E to the Preliminary Official Statement.

**LEGAL OPINION; TRANSCRIPT:** The Series 2026 Certificates are offered when, as and if executed and delivered by the Trustee, on behalf of the 2026 Trust, subject to approval of legality and other matters by Butler Snow LLP, Denver, Colorado, as Special Counsel (“**Special Counsel**”), and to certain other conditions. The proposed form of opinion of Special Counsel is set forth as Appendix F to the Preliminary Official Statement.

The successful bidder will receive without charge, with the Series 2026 Certificates in a form acceptable to DTC, (1) an electronic copy of the signed approving opinion of Special Counsel, (2) the final Official Statement referred to above, and (3) a transcript of legal proceedings. The transcript of legal proceedings will also include, among other documents:

A. certificate executed by officials of the City, as lessee, including the City Attorney, stating that (1) to the best of their knowledge, after reasonable investigation, there are no legal proceedings pending (a) to restrain or enjoin the execution or delivery of the 2026 Facilities Lease or the 2026 Lease, (b) in any way contesting or affecting any authority for the execution and delivery of the 2026 Facilities Lease, or the 2026 Lease or the validity of the 2026 Facilities Lease, the 2026 Lease, or the Ordinance, (c) in any way contesting the existence or powers of the City, as lessee, or the powers of City officials, or the right of any City officials to hold their respective offices, (d) in any way contesting or affecting any property of the City which will have a material adverse effect on the transactions contemplated by the Ordinance, or (e) against or affecting the City in which an adverse decision could have a material adverse effect on the business, operation or condition of the City or the ability of the City to perform its obligations under the 2026 Facilities Lease and the 2026 Lease; and (2) as of its date and at all times subsequent through and including the date of the certificate, the Official Statement as to City provided information did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

B. A letter from the City Attorney of the City to the effect that, assuming due authorization, execution and delivery by the other parties to the 2026 Lease, to the best of her knowledge, the 2026 Lease constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent such enforcement is limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and general equitable remedies such as specific performance or other injunctive relief, and to the best of her knowledge after reasonable investigation, none of the provisions, terms or conditions contained in the 2026 Lease conflict with or result in a breach of or a default under any other agreement, indenture, lease or other instrument to which the City is a party or by which it or any of its properties is or may be bound.

C. A letter from Barnes & Thornburg LLP, serving as special counsel to the City, addressed to the City, to the effect that the firm is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement and the Official Statement and has not independently verified the accuracy, completeness or fairness of any such statements, but that, in its capacity as special counsel for disclosure matters, during the course of the preparation of the Preliminary Official Statement and the Official Statement, certain of its lawyers responsible for the matter participated in conferences at which contents of Preliminary Official Statement and the Official Statement and related matters were discussed, and based on its participation in such conferences, and in reliance thereon and on certain other documents, no information came to the attention of the firm to lead it to believe that the Preliminary Official Statements as of its date or the Official Statement, (except any financial, numerical, demographic, economic, engineering or statistical data, any statements of trends, forecasts, estimates, projections, assumptions, or expressions of opinion, any information relating to CUSIP numbers and information about CUSIP Global Services, any information concerning The Depository Trust Company and its book-entry system, any statements of expectations, or any expressions of opinion, any appendices to the Preliminary Official Statement and Official Statement (except, in each case, Appendix A), information concerning the tax status of the Series 2026 Certificates, and certain other customary exclusions, as to which such firm will make no statement) as of its date and the date of execution and delivery of the Series 2026 Certificates either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

**GOVERNING LAW AND VENUE:** This Notice of Sale and the contract formed when the Trustee, on behalf of the 2026 Trust, and at the written direction of the City, as lessee, accepts the winning bid, is governed by the laws of the State of Colorado. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in the City and County of Denver or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined by such court. Each bidder further agrees that service of process in any such action commenced in such state or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

**ADDITIONAL INFORMATION:** This Notice of Sale, the Preliminary Official Statement and other information concerning the Series 2026 Certificates may be obtained from the City's Department of Finance: Hannah Stewart, 201 W. Colfax, Dept. 1010, Denver, CO 80202, phone (303) 902-6302; Hannah.Stewart@denvergov.org, or the Municipal Advisor:

Jason Simmons  
Hilltop Securities, Inc.  
8055 E. Tufts Avenue, Suite 350  
Denver, Colorado 80237  
Phone (303) 771-0217  
Email: jason.simmons@hilltopsecurities.com

The Preliminary Official Statement may be viewed over the Internet at <https://www.i-dealprospectus.com/Public>.

The date of this Notice of Sale is April 28, 2026.

**APPENDIX A  
ESTABLISHING THE ISSUE PRICE**

**(HOLD-THE-OFFERING-PRICE RULE MAY APPLY IF COMPETITIVE SALE  
REQUIREMENTS NOT SATISFIED)**

(a) The winning bidder shall assist the 2026 Trust and City in establishing the issue price of the Series 2026 Certificates and shall execute and deliver to the 2026 Trust on the Closing Date prior to the closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2026 Certificates, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached to this Notice of Sale as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Trustee on behalf of the 2026 Trust, the City, as lessee, and Special Counsel. All actions to be taken by the 2026 Trust and the City, as lessee under this Notice of Sale to establish the issue price of the Series 2026 Certificates may be taken by the Municipal Advisor identified in this Notice of Sale and any notice or report to be provided to the 2026 Trust and the City may be provided to the Municipal Advisor.

(b) The 2026 Trust and the City intend that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2026 Certificates) will apply to the initial sale of the Series 2026 Certificates (the “**competitive sale requirements**”) because:

- (1) this Notice of Sale will be disseminated to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders are to have an equal opportunity to bid;
- (3) bids may be received from at least three underwriters of municipal certificates who have established industry reputations for underwriting new executions and deliveries of municipal certificates; and
- (4) awarding the sale of the Series 2026 Certificates is anticipated to be the bidder who submits a firm offer to purchase the Series 2026 Certificates at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2026 Certificates, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the 2026 Trust shall so advise the winning bidder. The 2026 Trust with the consent of the City, as lessee, may determine to treat (i) the first price at which 10% of a maturity of the Series 2026 Certificates (the “**10% test**”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2026 Certificates as the issue price of that maturity (the “**hold-the-offering-price rule**”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise if any maturity of the Series 2026 Certificates satisfies the 10% test as of the date and time of the award of the Series 2026 Certificates. The Municipal Advisor shall promptly advise the winning bidder, at or before the time of award of the Series 2026 Certificates, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2026 Certificates shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. It is currently anticipated that bidders will be required to comply with the hold-the-offering-price rule with regard to all maturities of the Series 2026 Certificates for which the 10% test is not satisfied as of the sale date. Bids will not be subject to cancellation in the event that

the 2026 Trust and the City, as lessee determine to apply the hold-the-offering-price rule to any maturity of the Series 2026 Certificates. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2026 Certificates will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2026 Certificates.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2026 Certificates to the public on or before the date of award at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2026 Certificates, that the underwriters will neither offer nor sell unsold Series 2026 Certificates of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2026 Certificates to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the 2026 Trust and the City when the underwriters have sold 10% of that maturity of the Series 2026 Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2026 Certificates, the winning bidder agrees to promptly report to the 2026 Trust and City the prices at which the unsold Series 2026 Certificates of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2026 Certificates of that maturity or until all Series 2026 Certificates of that maturity have been sold.

(f) The 2026 Trust acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2026 Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2026 Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The 2026 Trust further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2026 Certificates.

(g) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2026 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2026 Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Series 2026 Certificates of that maturity or

all Series 2026 Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Series 2026 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2026 Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Certificates of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Series 2026 Certificates of that maturity or all Series 2026 Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2026 Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the 2026 Trust (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Certificates to the public),
- (iii) a purchaser of any of the Series 2026 Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Series 2026 Certificates are awarded to the winning bidder.

**APPENDIX B  
FORM OF PURCHASER'S CERTIFICATE**

**ISSUE PRICE CERTIFICATE**

**(FOR USE WHEN COMPETITIVE SALE  
REQUIREMENTS ARE SATISFIED)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of Certificates of Participation, Series 2026 (Colorado Convention Center Fire Alarm Project), in the aggregate principal amount of \$98,440,000 (the “**Series 2026 Certificates**”).

1. ***Reasonably Expected Initial Offering Price; Total Issue Price.***

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2026 Certificates to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule I (the “**Expected Offering Prices**”). The Expected Offering Prices are the prices for the Maturities of the Series 2026 Certificates used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2026 Certificates. Attached as Schedule II is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2026 Certificates.

[The total of the issue prices of all of the Maturities is \$98,440,000.]

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2026 Certificates.

2. ***Defined Terms.***

(a) “*Maturity*” means Series 2026 Certificates with the same credit and payment terms. Series 2026 Certificates with different maturity dates, or Series 2026 Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for the purpose of this Issue Price Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Trust (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Certificates to the Public).

The representations set forth in this Issue Price Certificate are limited to factual matters only. Nothing in this Issue Price Certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended,

and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied on by Denver Public Facilities Leasing Trust 2026 (the “**2026 Trust**”), with respect to certain of the representations set forth in the Tax Compliance Certificate for the Series 2026 Certificates and with respect to compliance with the federal income tax rules affecting the Series 2026 Certificates, the City and County of Denver, Colorado (the “**City**”) with respect to certain of the representations set forth in the Tax Compliance Certificate for the Series 2026 Certificates and with respect to compliance with the federal income tax rules affecting the Series 2026 Certificates, and by Butler Snow LLP, as Special Counsel (“**Special Counsel**”), in connection with rendering its opinion that the interest on the Series 2026 Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Special Counsel may give from time to time relating to the Series 2026 Certificates.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By  
Name  
Title

[ATTACH SCHEDULES I AND II WHEN EXECUTED AND DELIVERED]

## ISSUE PRICE CERTIFICATE

### (FOR USE WHEN COMPETITIVE SALE REQUIREMENTS NOT SATISFIED, TO BE ADJUSTED BY SPECIAL COUNSEL BY CLOSING DATE AS APPLICABLE)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of Certificates of Participation, Series 2026 (Colorado Convention Center Fire Alarm Project), in the aggregate principal amount of \$98,440,000 (the “**Series 2026 Certificates**”).

1. *[If all maturities satisfy the 10% test on the sale date:] **Sale of the Series 2026 Certificates.*** As of the date of this Issue Price Certificate, for each Maturity of the Series 2026 Certificates, the first price at which at least ten percent of such Maturity of the Series 2026 Certificates was sold to the Public is the respective price listed in Schedule I hereto. *[If only some of the maturities satisfy the 10% test on the sale date:] **Sale of the General Rule Maturities.*** As of the date of this Issue Price Certificate, for each Maturity of the General Rule Maturities, the first price at which at least ten percent of such Maturity of the Series 2026 Certificates was sold to the Public is the respective price listed in Schedule I hereto.

2. *[If only some of the maturities satisfy the 10% test on the sale date:] **Initial Offering Price of the [Series 2026 Certificates][Hold-the-Offering-Price Maturities; Total Issue Price].***

(a) *[If all maturities use hold-the-offering-price rule:]* [SHORT NAME OF UNDERWRITER] offered the Series 2026 Certificates to the Public for purchase at the respective initial offering prices listed in Schedule I hereto (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026 Certificates is attached as Schedule II hereto. *[If select maturities use hold-the-offering-price rule:]* [SHORT NAME OF UNDERWRITER] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I hereto (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026 Certificates is attached as Schedule II hereto.]

(b) *[If all maturities use hold-the-offering-price rule:]* As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity of the Series 2026 Certificates, it would neither offer nor sell any of the Series 2026 Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Series 2026 Certificates at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2026 Certificates during the Holding Period. *[If select maturities use hold-the-offering-price rule:]* As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Series 2026 Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities

at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2026 Certificates during the Holding Period.

[(c) The total of the issue prices of all of the Maturities is \$98,440,000.]

3. ***Defined Terms.***

[(a) “*General Rule Maturities*” means those Maturities of the Series 2026 Certificates listed in Schedule I hereto as the “General Rule Maturities.”]

[(b) “*Hold-the-Offering-Price Maturities*” means those Maturities of the Series 2026 Certificates listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) “*Holding Period*” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date ([\_\_\_\_\_], 2026), or (ii) the date on which [SHORT NAME OF UNDERWRITER] sold at least ten percent of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) “*Maturity*” means Series 2026 Certificates with the same credit and payment terms. Series 2026 Certificates with different maturity dates, or Series 2026 Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

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

(f) “*Sale Date*” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2026 Certificates. The Sale Date of the Series 2026 Certificates is [\_\_\_\_\_], 2026.

(g) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Certificates to the Public).

The representations set forth in this Issue Price Certificate are limited to factual matters only. Nothing in this Issue Price Certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied on by Denver Public Facilities Leasing Trust 2026 (the “**2026 Trust**”), with respect to certain of the representations set forth in the Tax Compliance Certificate for the Series 2026 Certificates and with respect to compliance with the federal income tax rules affecting the Series 2026 Certificates, the City and County of Denver, Colorado (the “**City**”), with respect to certain of the representations set forth in the Tax Compliance Certificate for the Series 2026 Certificates and with respect to compliance with the federal income tax rules affecting the Series 2026 Certificates, and by Butler Snow LLP, as Special Counsel (“**Special Counsel**”), in connection with rendering its opinion that the interest on the Series 2026 Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal

Revenue Service Form 8038-G, and other federal income tax advice that Special Counsel may give from time to time relating to the Series 2026 Certificates.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER],  
has set his or her hand as of the date first written above.

[UNDERWRITER]

By  
Name  
Title

[ATTACH SCHEDULES I AND II WHEN EXECUTED AND DELIVERED]