

ASSIGNMENT OF ALLOCATION

THIS ASSIGNMENT OF ALLOCATION (the “Assignment”), dated as of August 1, 2023, is between the City of Brighton, Colorado, a body corporate and politic and political subdivision of the State of Colorado (the “Assignor”), and the Housing Authority of the City of Aurora, Colorado, dba Aurora Housing Authority, a body corporate and politic of the State of Colorado (the “Assignee”).

RECITALS

A. The Assignee intends to finance qualified residential rental projects, including but not limited to the acquisition, rehabilitation and equipping of Weatherstone Apartments (the “Project”).

B. The Project will be designed to qualify as a “project” within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the “Act”).

C. The Assignee intends to provide for the issuance of its multifamily housing revenue bonds, notes or other obligations, in one or more series (the “Proposed Bonds”), pursuant to the provisions of the Act for the purpose of financing the Project.

D. The Assignor has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), it has an allocation of a portion of the State Ceiling (as defined in the Allocation Act) for 2023 in the amount of \$2,481,938 (the “2023 Allocation”).

E. The Assignee has requested that the Assignor assign to the Assignee all of the Assignor’s 2023 Allocation, in the amount of \$2,481,938 (the “Assigned Allocation”) under the bond ceiling for the State of Colorado and its issuing authorities (the State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”) as provided for the Assignor as a “designated local issuing authority” under the Allocation Act, for use in connection with the financing of the Project.

F. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, the Assigned Allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s Assigned Allocation, in an amount equal to \$2,481,938, from the State Ceiling for private

activity bonds. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the “Statewide Balance” as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee before September 15, 2023, or (b) Section 24-32-1706(3)(c) of the Allocation Act, pertaining to the carryforward of the assigned allocation, applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of \$2,481,938 of the Assignor’s Assigned Allocation from the State Ceiling described above; and

(b) agrees to abide by each of the terms and conditions of this Assignment and applicable provisions of the Allocation Act in connection with the use of such allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose within the meaning of the Allocation Act.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile, PDF or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

(Remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Allocation to be executed to be effective as of the date and year first written above.

CITY OF BRIGHTON, COLORADO,
as Assignor

By _____
GREGORY MILLS, Mayor

[SEAL]

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

YASMINA GIBBONS, Deputy City Attorney

HOUSING AUTHORITY OF THE CITY
OF AURORA, COLORADO, as Assignee

Executive Director

