

ASSIGNMENT

THIS ASSIGNMENT (this “Assignment”), dated as of the ____ day of _____, 2022, is by and between the **TOWN OF CASTLE ROCK, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP, A MULTIJURISDICTONAL HOUSING AUTHORITY**, a legally and regularly created, established, organized and existing multijurisdictional housing authority and a political subdivision and public corporation of the State of Colorado (the “Assignee”);

WITNESSETH:

WHEREAS, the Assignor has been awarded \$4,076,480 (the “2022 Allocation”) of private activity bond volume cap allocation 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”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2022 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to §§ 29-1-204.5, Colorado Revised Statutes, as amended (the “Act”), the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority, dated December 30, 2020, as amended, by and among the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the City of Castle Pines and Douglas County, Colorado, and the Supplemental Public Securities Act, constituting Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described under the Act;

NOW THEREFORE, 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:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2022 Allocation. The Assignee agrees to use all of the Assignor’s 2022 Allocation only for “projects” as described under the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2022 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2022 Allocation to the statewide balance under the Allocation Act, or to assign such 2022 Allocation or a portion thereof to another Assignee.

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

Section 3. The Assignee hereby accepts the assignment of all of the Assignor’s 2022 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing an IRS Form 8328 “Carryforward Election of Unused Private Activity Bond Volume Cap” with respect to all of the Assignor’s 2022 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

[Remainder of page intentionally left blank]

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

TOWN OF CASTLE ROCK, COLORADO, as
Assignor

By _____
Its: Mayor Jason Gray

[SEAL]

ATTEST:

Its: Town Clerk Lisa Anderson

Approved as to form:

Michael J. Hyman
Town Attorney

DOUGLAS COUNTY HOUSING
PARTNERSHIP, A MULTIJURISDICTIONAL
HOUSING AUTHORITY, as Assignee

By _____
Maria Ciano
Executive Director