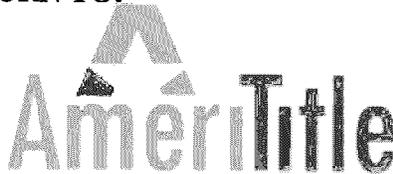


AFTER RECORDING, RETURN TO:

Housing Now, Inc.
c/o Klamath Housing Authority
1445 Avalon Street
Klamath Falls, Oregon 97603



MTC 1039357 - 2

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is dated as of December 30, 2025 (the "**Effective Date**"), and is made between **BRIDGEWAY APARTMENTS, LLC**, an Oregon limited liability company ("**Assignor**"), and **HOUSING NOW, INC.**, an Oregon nonprofit public benefit corporation ("**Assignee**"). **KLAMATH HOUSING AUTHORITY**, an Oregon housing authority (the "**Lessor**"), joins this Assignment to provide its consent to the assignment.

RECITALS

- A.** Assignor, as "**Lessee**," and Lessor entered into that certain Ground Lease dated as of July 20, 2020, with respect to the real property located in Klamath County, Oregon ("**Ground Lease**"), as more fully described in the Ground Lease, and legally described in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**"). A copy of the Ground Lease is attached hereto as Exhibit B and incorporated herein by reference.
- B.** Assignor desires to assign its interest as Lessee under the Ground Lease, and Assignee desires to accept the assignment of Assignor's interest as Lessee under the Ground Lease from Assignor, subject to the terms and conditions herein.
- C.** Assignor and Assignee desire to set forth the terms and conditions of such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF GROUND LEASE

Assignor assigns to Assignee all of Assignor's right, title and interest as Lessee under the Ground Lease. Assignor warrants that Assignor has not previously sold, conveyed or assigned, or purported to sell, convey or assign, its interest as the Lessee under the Ground Lease.

2. WARRANTIES

Assignor warrants that there are no actions, suits or proceedings that have been filed in any court against Assignor, the Premises or the improvements located on the Premises. Assignor does not

know of any threatened litigation against Assignor arising out of or in connection with the Ground Lease, the Premises or the improvements.

3. INDEMNIFICATION

Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, losses, liabilities or damages, including, without limitation, interest and penalties and attorneys' fees, which may be asserted against Assignee, or which Assignee may incur or suffer, which result from or relate directly or indirectly to (i) the failure of Assignor to perform and discharge all of the Lessee's obligations, commitments or liabilities under the Ground Lease prior to the date of this assignment, or (ii) breach of Assignor's warranties hereunder.

4. COMPLETE ASSIGNMENT

This Assignment to Assignee is an absolute assignment of Assignor's entire right, title and interest in the Ground Lease, including without limitation, all of Assignor's interest in any and all improvements, personal property and fixtures that may be located thereon, and is not intended as a mortgage, trust conveyance, deed of trust, collateral assignment, or security instrument. Upon delivery of this Assignment, Assignor shall have no further interest (including rights of redemption) or claims concerning the items assigned by this Assignment or the proceeds which may be derived from these items.

5. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Assignee accepts the foregoing Assignment and agrees unconditionally to assume all the obligations, commitments and liabilities of Assignor under the Ground Lease from and after the date of this Assignment. Without limiting the generality of the foregoing, Assignee agrees unconditionally to be bound by and to perform all of the obligations of Lessee under the Ground Lease from and after the date of this Assignment, Assignee agrees to defend and indemnify Assignor from any claims, losses, liabilities or damages, including, without limitation, interest and penalties and attorneys' fees incurred by Assignor by reason of the failure of Assignee, from and after the date of this Assignment, to perform and discharge all of the commitments, obligations, and liabilities assumed from Assignor.

6. LESSOR REPRESENTATIONS, CONSENT AND ESTOPPEL

Lessor represents and is estopped from denying that:

a. The document attached hereto as Exhibit B is a true and correct copy of the Ground Lease, including any and all amendments and modifications thereto, which Ground Lease is currently in effect and constitutes the entire Ground Lease agreement between Lessor and Lessee for the leased premises as of the date of this Assignment, and there have been no modifications or amendments whether in writing or orally, that are not otherwise incorporated into Exhibit B attached hereto.

b. Lessor hereby consents to the assignment of the leased premises from Assignor to Assignee and the assumption by Assignee of the obligations of Assignor under the Ground Lease.

Assignment and Assumption of Ground Lease

c. All amounts owing under the Ground Lease through the Effective Date have been paid in full.

7. MISCELLANEOUS

This Assignment represents the entire agreement of Assignor and Assignee with respect to the subject matter herein and may only be amended in a writing signed by both parties. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns. The waiver of any default by either party shall not be construed as a continuing waiver or a waiver of any subsequent default of the same or any other provision of this Assignment. The terms of this Assignment shall be governed by and construed under Oregon law. This Assignment may be executed in counterparts, each of which shall be deemed to be an original document and all of which shall be deemed to constitute the original Assignment. In the event any action or proceeding is brought by either party hereto against the other party hereto by reason of the breach or enforcement of this Assignment, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or proceeding, including reasonable attorneys' fees. Any action or proceeding relating to or arising out of this Assignment shall be filed in the Circuit Court of the State of Oregon for the County of Klamath.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease Agreement as of the day and year first written above.

*(The remainder of this page intentionally left blank.
The signatures follow on the next pages.)*

ASSIGNOR:

BRIDGEWAY APARTMENTS, LLC, an
Oregon limited liability company

By: Housing Now, Inc., its Manager

By: 
Ann Malfavon
President

ASSIGNEE:

HOUSING NOW, INC., an
Oregon nonprofit public benefit corporation

By: 
Ann Malfavon
President

LESSOR:

KLAMATH HOUSING AUTHORITY,
An Oregon housing authority

By: 
Ann Malfavon
Executive Director

(Signatures continued on next page)

EXHIBIT A

LEGAL DESCRIPTION

The Land upon which the Project is to be developed is situated in the State of Oregon, County of Klamath and is described as follows:

PARCEL 1

A PORTION OF LAND SITUATED IN PARCEL 3, LAND PARTITION 2-17, IN THE SE¹/₄ OF THE NE¹/₄, SECTION 14, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 89°55'42" EAST A DISTANCE OF 470.04 FEET FROM THE SOUTHWEST CORNER OF PARCEL 1 OF SAID LAND PARTITION 2-17; THENCE ALONG A 20 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS NORTH 45°32'31" EAST 28.05 FEET; THENCE NORTH 00°10'28" EAST A DISTANCE OF 122.73 FEET; THENCE SOUTH 89°55'42" EAST A DISTANCE OF 96.74 FEET; THENCE SOUTH 00°10'28" WEST A DISTANCE 142.68 FEET; THENCE NORTH 89°55'42" WEST A DISTANCE OF 116.70 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS LAND PARTITION 2-17, AS RECORDED IN KLAMATH COUNTY, OREGON.

PARCEL 2

A PORTION OF LAND SITUATED IN PARCEL 3, LAND PARTITION 2-17, IN THE SE¹/₄ OF THE NE¹/₄, SECTION 14, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 89°55'42" EAST A DISTANCE OF 469.97 FEET FROM THE NORTHWEST CORNER OF PARCEL 2 OF SAID LAND PARTITION 2-17; THENCE ALONG A 20 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 44°52'37" EAST A DISTANCE OF 28.31 FEET; THENCE SOUTH 00°10'28" WEST A DISTANCE OF 79.10 FEET, TO A 200 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 06°27'48" WEST A DISTANCE OF 43.82 FEET; THENCE SOUTH 89°55'42" EAST A DISTANCE OF 101.54 FEET; THENCE NORTH 00°01'52" WEST A DISTANCE OF 142.68 FEET; THENCE NORTH 89°55'42" WEST A DISTANCE OF 116.78 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS LAND PARTITION 2-17, AS RECORDED IN KLAMATH COUNTY, OREGON.

EXHIBIT B
GROUND LEASE

The Ground Lease is attached hereto and incorporated herein by reference.

Unofficial
Copy