

AFTER RECORDING, RETAIN TO

NICKI M FIERCE, Esq.

TELLUS, INC.

1900 WASHINGTON BUILDING, ASSIGNMENT OF LEASE

SEATTLE, WASHINGTON 98101

1900

8612110022

FOR VALUE RECEIVED, Bayliner Marine Corporation, a Delaware corporation, of P.O. Box 24467, Seattle, WA., as assignor, hereby grants, bargains, sells, assigns, transfers and delivers unto J. Orin Edson, as his separate property, all right, title, estate and interest of assignor in and to the following:

That certain lease and all extensions and amendments thereof entered on the 1st day of December, 1978, by and between The Port of Skagit County, as Lessor, and the Roberts Company, Inc., as lessee, covering property described in Exhibit A attached hereto which lease was recorded in the office of the Auditor of Skagit County, Washington, on the 28th day of November, 1978, under Auditor's File No. 892000. Said lease was assigned by the Roberts Company, Inc., by an Assignment of Lease by Lessee, dated April 1, 1986, to the Bayliner Marine Corporation and recorded on said date under Skagit County Auditor #8604010027.

DATED this as of 8th day of December, 1986.

agreed. J. Edson

BAYLINER MARINE CORPORATION

By John H. Edson

Its President

STATE OF WASHINGTON)
) ss.
County of Snohomish)

On this 5th day of December, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vinton H. Sommerville to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes and uses therein mentioned. (and such individual)

WITNESS my hand and official seal hereto affixed the day and year first above written.

Doris Claine, Notary Public
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle

410917
SKAGIT COUNTY, WASHINGTON
Legal Effect Exempt Tax
1986

RECEIVED
Ruth W. G. III
507915

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LEASE AMENDMENT

Between PORT and ROBERTS COMPANY, Inc.

1 This amendment, approved by the Commission in open session
2 on December 11, 1979, provides for the lease of additional Port
3 property adjoining the present leased area of that certain lease
4 approved and commencing on October 15, 1978 and ending on October
5 14, 1998, both dates inclusive.

4 WHEREAS, Roberts Company, Inc., hereinafter known as
5 Lessee, has requested of the Port, hereinafter known as Lessor,
6 to increase the area now under lease by an additional area
7 approximately 165 feet to the south and 115 feet wide, and

7 WHEREAS, the Lessor has requested of Leonard & Boudinot,
8 Inc., engineers of Burlington, WA, to prepare a legal description
9 of said additional land to be leased to be attached to this
10 amendment and known as Exhibit A, and

9 WHEREAS, this amendment is subject to all of the conditions
10 and covenants named in the original lease named above and
11 attached hereto and known as Exhibit B, and

11 WHEREAS, the date of this lease amendment shall be as
12 of December 11, 1979, this amendment shall run in the same time
13 period of the original lease and shall expire as of October 14,
14 1998, subject to any renewal options granted in the original
15 lease, and

14 WHEREAS, the Commission of the Port of Skagit County have
15 authorized the President to sign this lease amendment in behalf
16 of the Port of Skagit County, and

16 WHEREAS, the rental of the original parcel leased from
17 the Port is leased at the rate of ten (10) percent of the land
18 value said to be \$1.50 per square foot. This additional parcel
19 shall be leased at the same rate and said total sum shall be pro-
20 rated from December 11, 1979, to October 15, 1980, and Lessee shall
21 pay to Lessor this amount, estimated to be \$284.63 annually.
22 Final invoice shall be determined on completion of legal descrip-
23 tioning and computation of square footage by Leonard & Boudinot,
24 Inc.

21 The Port of Skagit County and Roberts Company, Inc.,
22 hereby agree to all of the terms and recitals set forth in this
23 document.

24 DATED this 21 day of December, 1979.

25 J. H. Roberts
26 Roberts Company, Lessee

27 Grace Fletcher
28 President, Port of Skagit County

PORT OF SKAGIT COUNTY

LEASE MODIFICATION

This modification dated this 12th of June, 1985 by and between Port of Skagit County, a municipal corporation, the Lessor, and Roberts Company, Inc. the Lessee, under that certain lease between the parties dated October 15, 1978 and subsequently amended December 21, 1979

RECITALS

Whereas, the Lessor desires to take back a portion of the premises leased to the Lessee, and the Lessee agrees to relinquish the same to the Lessor in consideration of a reduction in its rental obligation

The parties agree as follows

1. The Lessee hereby quit claims, conveys and relinquishes to the Lessor all right of its rights, title and interest in and to the property described as the south 39.16^{ft} of that certain rectangular area of approximately 165' X 115' more particularly described as an exhibit or attachment to the Lease Amendment dated December 21, 1979.
2. The monthly rental of the Lessor shall be adjusted to \$535.38 per month plus applicable taxes effective 1 August, 1985.

SIGNED THIS 12th day of June, 1985.

LESSEE

ROBERTS COMPANY, INC.

By D. N. Roberts
President

LESSOR

PORT OF SKAGIT COUNTY

M. Murphy
Port Manager

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LEASE FORM M-2 GENERAL

1 This is a lease agreement entered into this 1st day of December
2 1978, between PORT OF SKAGIT COUNTY, hereinafter referred to as "Lessor",
3 and ROBERTS COMPANY, INC.
4 hereinafter referred to as "Lessee".

5 1. Description. Lessor leases to Lessee and the Lessee leases from
6 Lessor that certain area of land or building/s situated at the Port's Skagit
7 Marina located at LaConner, the same being located in Skagit County, Washington
8 made up of _____

9 a legal description of the area being described in EXHIBIT A attached, and
10 incorporated herein by reference thereto.

11 2. Business Purposes. The premises are to be used for the following
12 purposes: Manufacturing including boats of all kinds and the repair thereof.
13 No other use may be made without written consent of Lessor first obtained.

14 3. Term. The term of this lease shall be for 20 years commencing
15 October 15, 1978, and ending October 14, 1998, both dates inclusive.

16 4. Rental for Initial Term. Lessee agrees to initiate this lease by
17 paying Lessor the first and last months rental amounting to U.S. \$632.50 plus
18 leasehold tax and to pay a monthly rental of U.S. \$316.25 plus leasehold tax.
19 The initial payment of first and last months rental shall be on or before
20 January 15, 1979. The second rental payment will be on February 15, 1979,
21 and the following monthly rental payments will be on the 15th day of each month
22 until the completion of this lease.

23 5. Option to Extend. Lessee is granted the right to extend this lease
24 for three (3) ten (10) year options, by giving written notice of said intention
25 to Lessor not less than ninety (90) days prior to the expiration of the initial
26 or prior extended term, conditioned upon the fact that all terms, covenants and
27 conditions of the initial term or previously extended term have been fully met
28 and fulfilled. All terms and conditions of the initial lease term shall
29 continue with the exception that the rent shall be renegotiated as hereinafter
30 provided.

31 6. Rental for Extended Term or Terms. Rental for any extended term
32 shall be that sum agreed upon by the parties. The parties agree to

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1 negotiate in good faith in this regard. In the event the parties cannot agree,
2 the rental shall be the then fair rental value as determined by the procedures
3 set forth in the next succeeding paragraph.

4 7. Procedure to Determine Rental. If the parties cannot agree as to
5 the fair rental value of these premises for any extended term or for any
6 periodic rental renegotiation period, the fair cash market value of these
7 premises shall be determined. (Said determination shall be made as though the
8 tract was a separate, identifiable tract). Such determination shall be made by
9 mutual agreement of the parties, and if they are unable to agree, then by an
10 N.A.I. appraiser whose selection shall be made by mutual agreement of the
11 parties. If the parties are unable to agree, then such appraiser shall be
12 appointed by the Presiding Judge of the Superior Court of Skagit County, upon
13 decision by either party. Rental shall be ten (10) percent of said appraised
14 fair cash market value.

15 8. Renegotiation of Rental - Term More than Five Years. In the event
16 the initial lease term is for more than five (5) years, the parties shall
17 renegotiate the fair rental value of the premises on each five-year anniversary
18 of the initial term except the first rental review if an increase is indicated
19 will not be greater than 25% of the monthly rental rate. If the parties cannot
20 agree as to the fair market value, then the same shall be determined and
21 established as provided in the immediately preceding paragraph.

22 9. Rental. Rental shall be based upon the following: Ten (10) per
23 cent of land value said to be \$1.50 per square foot in 1978 for 115' x 220'
24 (25,300 sq. ft.) = \$3,795 per year.

25 10. Utilities, Taxes and Assessments. The Lessee hereby covenants and
26 agrees to pay for all public utilities which shall be used in or charged
27 against the premises during the full term of this lease and during any renewal
28 term, if any. Further, Lessee shall, during the period of this lease, pay all
29 taxes and assessments levied or assessed against the buildings, real estate,
30 or improvements and/or leasehold tax set by the State Legislature of the State
31 of Washington. In the event Lessor is required to pay said taxes, Lessee will
32 reimburse Lessor for same paid.

1
2 11. Risk to Personal Property. All personal property on the premise
3 shall be at the risk of the Lessee. Lessor or Lessor's agents shall not be
4 liable for any damage to said property, sustained by Lessee or others, caused
5 by any defects now in said premises or hereafter occurring therein, or due to
6 the happening of any accident from whatsoever cause in and about said premise

7 12. Care of Premises. In accepting this lease, Lessee agrees that
8 entire facility, building/s, open ground or any landscaping thereon, paving,
9 walkways, lawns, etc., is in good repair. The Lessor shall not be called upo
10 to make any improvement or repair of any kind upon said premises therein.

11
12 Equipment serving the leased area, if any, shall
13 be at all times be kept and used in accordance with the laws of the United
14 States, State of Washington, ordinances of Skagit County and in accordance wi
15 all directions, rules and regulations of Lessor as stipulated in this lease a
16 sole cost and expense of said Lessee; and Lessee will permit no waste, damage
17 or injury to the leased premises, reasonable wear and tear, normal depreciati
18 and damage by fire or unavoidable casualty excepted. Upon termination of thi
19 lease, Lessee shall surrender any and all keys to which Lessor is entitled an
20 shall return the premises in as good condition as when received, reasonable
21 wear and tear and depreciation and loss by fire, earthquake or other unavoida
22 casualty excepted; PROVIDED, for the purpose of this paragraph, the word pre
23 shall be defined to mean the 115' x 220' ground -- leased in the North Basin
24 items listed in EXHIBIT B attached hereto and made part hereof by reference
25 and incorporation.

26 13. Liens and Insolvency. Lessee shall keep the leased premises fr
27 from any liens arising out of any work performed, materials furnished, or
28 obligations incurred by Lessee. In the event Lessee becomes insolvent,
29 voluntarily or involuntarily bankrupt or if a receiver, assignee or other
30 liquidating officer is appointed for the business of the Lessee, then the Les
31 may cancel this lease at the Lessor's option.

32 14. Assignment. Lessee shall not, without the written consent of
Lessor, let or sublet the whole or any part thereof, nor assign this lease or
any part thereof without the written consent of the Lessor, none of which

1 consents will be unreasonably withheld. This lease shall not be assignable by
2 operation of law. If consent is once given by the Lessor to the assignment of
3 this lease, or any interest therein, or any subletting of the premises, Lessor
4 shall not be barred from afterwards refusing to consent to any further assign-
5 ment or subletting.

6 15. Access. Lessee will allow Lessor or Lessor's agents free access at
7 all reasonable times to said premises for the purpose of guided inspection.

8 16. Additions. Lessee will not construct new buildings, signs of any
9 kind or size, structures or facilities or make additions to existing buildings,
10 structures or facilities without first submitting the plans thereof to Lessor
11 for written consent.

12 17. Notices. Any notices required to be served in accordance with the
13 terms of this lease shall be sent certified mail, return receipt requested, or
14 may be served personally, as in the case of a summons, the notice from the
15 Lessee to be sent to Lessor at Post Office Box 248, Mount Vernon, WA 98273 and
16 the notice to Lessee to P. O. Box 426, LaConner, WA 98257

17 18. Costs and Attorney's fees. If by reason of any default on the
18 part of either party in the performance of any of the provisions of this lease
19 it becomes necessary for either party to employ an attorney, the defaulting
20 or losing party agrees to pay all reasonable and necessary costs and expenses
21 and a reasonable attorney's fee expended or incurred by the non-defaulting or
22 prevailing party in connection therewith whether such expense results from
23 court action or non-court action.

24 19. Liability and Indemnity. The Port, its employees and agents, shall
25 not be liable for any injury (including death), or damage to any persons or to
26 any property sustained or alleged to have been sustained by the Lessee or by
27 others as a result of any condition (including existing or future defects in
28 the premises), or occurrence whatsoever related in any way to the premises or
29 related in any way to Lessee's use of the premises, or its performance under
30 this lease except where the Port is negligent. Lessee agrees to defend and
31
32

1
2 hold and save the Port, its employees and agents, harmless from all liability
3 or expense (including expense of litigation) in connection with any such items
4 of actual or alleged injury or damage. In addition, the Lessee shall, at its
5 own expense, maintain proper liability insurance with a reputable insurance
6 company or companies satisfactory to the Port in the minimum of \$200,000.00
7 (per accident) for property damage, and in the minimum amount of \$300,000.00
8 (per individual) and \$500,000.00 (per accident or occurrence) for personal
9 injuries and death, (and hereafter in such increased amount to be payable and
10 consistent with the going or standard coverage in the area for comparable
11 business operation), to indemnify both the Port and the Lessee against any such
12 liability or expense. The Port shall be named as one of the insureds, and
13 shall be furnished a copy of such policy or policies of insurance or certificate
14 of such insurance coverage at Lessee's option.

15 20. Waiver of Subrogation. Lessor hereby releases Lessee of and from
16 every and all right, claim and demand that Lessor may hereafter have against
17 Lessee, or Lessee's successors or assigns, arising out of or in connection with
18 any loss or losses occasioned by fire and such items as are included under the
19 normal extended coverage clauses of fire insurance policy and does hereby waive
20 all rights of subrogation in favor of insurance carried against Lessee arising
21 out of any losses occasioned by fire and such items as are included under the
22 normal extended coverage clauses of fire insurance policies and sustained by
23 Lessor in or around premises. Lessee hereby releases Lessor from any and all
24 rights, claim and demand that Lessee may hereafter have against Lessor or
25 Lessor's successors or assigns, arising out of or in connection with any loss
26 or losses occasioned by fire and such items as are included under the normal
27 extended coverage clauses of fire insurance policies, and sustained by Lessee
28 to their trade, fixtures, equipment and merchandise in premises. The waivers
29 provided for in this paragraph shall be applicable and effective only in the
30 event such waivers are obtained from the insurance carriers concerned.

31 21. Right of Removal of Property upon Termination. Lessee shall have
32 the right to remove trade fixtures, equipment and other personal property owned
by it within forty-five (45) days of re-entry or termination of Lessor or at the

1 end of any term under this lease but in the event of Lessee's failure to so
2 remove the property, it shall become the property of the Lessor without cost
3 or obligation to Lessor.

4 22. Ownership of Building - First right of Refusal. It is agreed that
5 Lessee shall own the building to be constructed. In the event Lessee has not
6 sold or removed the building within six months following the date of termina-
7 tion of this lease for any cause, Lessor shall become the owner thereof without
8 cost or obligation. Lessee shall have the right to sell said building to any
9 third party: PROVIDED, the Lessor shall have first right of refusal as to any
10 bona fide offer, Lessee shall send a copy of such offer to Lessor and Lessor
11 shall have forty-five (45) days thereafter to purchase said building on the
12 terms of the offer. Notice of purchase shall be in writing. Lessor shall
13 have first right of refusal as to any and all bona fide offers, whether or
14 not Lessor has previously rejected or failed to accept an offer submitted to it.
15

16 23. Purchase of Building. At the termination of this first twenty (20)
17 year term, Lessor will have the option to purchase said building. To elect to
18 purchase Lessor shall give notice in writing of its offer not less than sixty
19 (60) days prior to the termination of the term which offer shall be for cash
20 to be paid upon closing of the transaction and upon proof that Lessee can
21 furnish good, sufficient and marketable title. Conveyance shall be by Bill of
22 Sale, free of encumbrances, and containing usual warranties of title. The
23 purchase price shall be the then fair cash value. In the event dispute arises
24 as to any of the terms and conditions of said option, the matter shall be
25 submitted to arbitration in accordance with the arbitration procedure in
26 Article 7. Lessee will have the first option to lease said premises, land
27 and buildings should they wish to continue operations.

28 24. Default and Re-Entry. Time is of the essence of this agreement.
29 If any rents above reserved, or any part thereof shall be and remain unpaid
30 when the same shall become due, or if Lessee shall violate or default in any
31 of the covenants and agreements herein contained, the Lessor may cancel this
32 lease upon giving the notice required by law and re-enter said premises but
notwithstanding such re-entry by the Lessor, the liability of the Lessee for

1 the rent provided herein shall not be extinguished for the balance of the term
2 of this lease, and Lessee covenants and agrees to make good to the Lessor any
3 deficiency arising from the re-entry and reletting of the premises at a lesser
4 rental than herein agreed to. Should the Lessee default on this lease the
5 Lessor may acquire all buildings constructed by Lessee under the terms as
6 outlined in Article 23, 24 and Lessor may, after acquiring ownership, proceed
7 to lease said property. If Lessee should default on this lease the provision
8 to have first option to lease as stated in Article 23 is null and void.

9 25. Performance Bond. To secure the rent hereunder, Lessee agrees
10 to furnish Lessor rental insurance, bond, or other security satisfactory to
11 the Port Commission, or as required under the laws of the State of Washington
12 Such security shall be in an amount equal to one-sixth (1/6) the total rent,
13 but in no case shall such security be less than an amount equal to one (1)
14 years' rent or more than an amount equal to three (3) years' rent.

15 26. Fire and Other Casualty and Fire Insurance. In the event the
16 premises are destroyed or damaged by fire, earthquake, or other casualty to
17 such an extent as to render the same untenantable in whole or in a substantial
18 part thereof, it shall be optional with the Lessee to rebuild or repair the
19 same, and after the happening of any such contingency, the Lessee shall give
20 Lessor or Lessor's agents immediate notice thereof. If Lessee determines to
21 he shall rebuild or repair the facilities, he shall prosecute the work of
22 such rebuilding or repairing without unnecessary delay and during such period
23 the rent of said premises shall be abated in the same ratio that the portion
24 of the premises rendered for the time being unfit for occupancy shall bear
25 to the whole of the leased premises. If the Lessee advises Lessor within twenty
26 (20) days of the happening that Lessee has determined not to rebuild, it then
27 becomes the responsibility of the Lessee to clear the land and return same
28 to the Lessor same as when he acquired use of same through the signing of a lease
29 with Lessor. When the property has been cleared and accepted by the Lessor
30 as being in the same condition said lease may be terminated at the option
31 of either party.

32 27. Rental During Construction. Full land, leased for the purpose

1 building Lessee sponsored facilities thereon will be charged at half the rent
2 during the period between the signing of the lease and the opening for business
3 of the lessee. Full rate of rental and any percentage charges will immediately
4 commence on the opening day/evening of the Lessor's facilities to the public,
5 which will not be later than six (6) months after commencement of this lease.
6 Lessee shall give written notice when the business operations commence.

7 28. Time is of the Essence: Notices.

8 It is mutually agreed and understood that time is of the essence of this
9 lease and that a waiver of any default of Lessee shall not be construed as
10 waiver of any subsequent default, and that any notice required to be given
11 under this lease may be given by United States mail, addressed to the Lessor
12 at P. O. Box 248, Mount Vernon, WA 98273, and to Lessee at P. O. Box 426,
13 LaConner, WA 98257

14 such notice shall be sent by U.S. certified mail, return receipt requested,
15 or notice may be personally served pursuant to the procedures of law with
16 regard to service of a court summons.

17 31. Industrial Park Covenants. Lessee understands that the area less
18 is within Lessor's Industrial Development District No. 4. Lessor and Lessee
19 agree to the orderly care and maintenance of the facilities as presented in
20 attached plan layout accepted by Lessor, and in existing covenants. Lessee has
21 agreed to building setback of thirty (30) feet from the road west of the lease
22 area. Said area will provide for parking of employees and visitors and according
23 to agreed plan layout, area amounts to approximately 4500 square feet.
24 Lessee plan layout shows a setback of thirty-five (35) feet from the road on
25 the north border of leased area to be used as a freight and trucking supply
26 entrance. In addition, Lessee agrees to provide shrub screening (landscaping)
27 as indicated on plan layout (EXHIBIT B). Lessee will provide drawings of
28 signs needed for Lessee identification and advertising to Lessor for approval
29 prior to installation.

30 32. Titles of Paragraphs. Titles of paragraphs in this document are
31 for convenience and reference purposes only and shall not be in any way
32 construed to be a part of any of the terms and conditions of the lease nor

1 used with respect to interpreting or construing the purpose and intent of the
2 document.

3 33. Definitions. Unless some other meaning and intent is apparent from
4 the context, the plurals shall include the singular and vice versa, and mascu-
5 line, feminine and neuter words shall be used interchangeably.

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1
2 VALIDATION:
3

4 IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed
5 by its President and Secretary by authority of the Port Commission of the
6 Port of Skagit County and has been signed and executed by Lessee, the day and
7 year first above written.

8 PORT OF SKAGIT COUNTY
9

10 (SEAL) ...
11

12 C. T. Magin, President,
13 S. S. McIntyre, Secretary
14

15 (COMPANY NAME)
16 Roger's Co. Inc
17

18 LESSEE
19

20 STATE OF WASHINGTON:
21

22 COUNTY OF SKAGIT :
23

24 On this 1st day of December, 1973, before me, the undersigned
25 a Notary Public in and for the State of Washington, duly commissioned and sw
26 personally appeared C.T. Magin and S.S. McIntyre, Jr.
27 to me known to be the President and Secretary, respectively of the PORT OF S:
28 COUNTY and acknowledged the said instrument to be the free and voluntary ac
29 and deed of said corporation, for the uses and purposes therein mentioned,
30 on oath stated that they were authorized to execute the said instrument and
31 that the seal affixed is the corporate seal of said corporation.

32 WITNESS my hand and official seal hereto affixed the day and year
above written.

(SEAL)

33 NOTARY PUBLIC, in and for the State of Washin:
34 residing at 111 - 14th

UNOFFICIAL
TITLE INSURANCE

NO: H-74533

EXHIBIT A
LEGAL DESCRIPTION

A LEASEHOLD INTEREST IN THAT PORTION OF GOVERNMENT LOT 5, SECTION 25,
TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE NORTH
0°00'15" WEST A DISTANCE OF 1330.00 FEET TO A 1 1/2 INCH PIPE
MARKING THE 1/6 CORNER; THENCE NORTH 89°47'55" WEST A DISTANCE OF
1822.56 FEET TO AN IRON PIPE; THENCE SOUTH 2°11'29" WEST A DISTANCE
OF 442.04 FEET; THENCE SOUTH 89°47'55" EAST A DISTANCE OF 84.72 FEET
TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION; THENCE
CONTINUING SOUTH 89°47'55" EAST A DISTANCE OF 115.00 FEET; THENCE
NORTH 2°12'25" EAST ALONG AN EXISTING CHAIN LINK FENCE A DISTANCE OF
345.84 FEET; THENCE NORTH 89°47'55" WEST A DISTANCE OF 53.20 FEET TO
THE BEGINNING POINT OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF
87°59'40" AND A RADIUS OF 64.00 FEET, AN ARC DISTANCE OF 98.29 FEET;
THENCE SOUTH 2°12'25" WEST A DISTANCE OF 284.04 FEET TO THE TRUE
POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION.

END OF EXHIBIT A

8604010027

ASSIGNMENT OF LEASE BY LESSEE

1-74533

FOR VALUE RECEIVED, ROBERTS COMPANY, INC., A WASHINGTON CORPORATION, AS ASSIGNOR, HEREBY GRANTS, BARGAINS, SELLS, ASSIGNS TRANSFERS AND DELIVERS UNTO BAYLINER MARINE CORPORATION, A DELAWARE CORPORATION, AT ITS ARLINGTON OFFICE, ALL RIGHT, TITLE ESTATE AND INTEREST OF ASSIGNOR IN AND TO THE FOLLOWING:

THAT CERTAIN LEASE AND ALL EXTENSIONS AND AMENDMENTS THEREOF ENTERED INTO ON THE 1ST DAY OF DECEMBER, 1978, BY AND BETWEEN THE PORT OF SKAGIT COUNTY, AS LESSOR AND ASSIGNOR AS LESSEE, COVERING PROPERTY DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

WHICH LEASE WAS RECORDED IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON ON THE 28TH DAY OF NOVEMBER, 1978 UNDER AUDITOR'S FILE NO. 892000.

PROVIDED, HOWEVER, THAT THIS ASSIGNMENT SHALL NOT SERVE TO RELEASE ROBERTS, THE ORIGINAL LESSEE, FROM ANY OBLIGATIONS UNDER THE AFORESAID LEASE AND AMENDMENTS THERETO.

DATED 1st THIS DAY OF *April*, 1986.

895
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

ROBERTS COMPANY, INC.

BY: *J. H. Roberts*
BY: *Marilyn Roberts*

APR -1 1986
Amount Paid \$ 2568.00
Ruth Wylie Co. Treas
By *W* Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT) ss

ON THIS 1st DAY OF *March*, 1986, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JIM H. ROBERTS AND MARILYN ROBERTS, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF ROBERTS COMPANY, INC., THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE PURPOSES AND USE THEREIN MENTIONED AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

John C. Glens
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON
RESIDING AT *Arlington*

SKAGIT COUNTY
NOTARY PUBLIC

APR -1 P 3:40

REQUESTED
RECEIVED

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