

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attn: Greg F. Adams



200103050014
, Skagit County Auditor

3/5/2001 Page 1 of 5 8:52:33AM

ASSIGNMENT AND ASSUMPTION OF LEASE

Grantor: Administrators & Consultants, Inc.

Grantee: A-C-SUCCESSOR, LLC

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

A leasehold estate in apartment and/or moorage slip B-75 Phase II of the Anacortes Marina Condominium in Skagit County.

Assessor's Property Tax Parcel Account Number(s): 4440-002-075-0006

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is entered into as of the 21st day of February, 2001, by and between ADMINISTRATORS & CONSULTANTS, INC., a Washington corporation ("Assignor"), and A-C-SUCCESSOR, LLC, a Washington Limited Liability Company ("Assignee").

RECITALS

A. Assignor is the holder of a leasehold interest as described on Exhibit A attached hereto (the "Lease"). A Partial Assignment of Lease was recorded on August 31, 1981 under Auditor's file number 8108310071 in the real property records of Skagit County, Washington.

B. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Lease.

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

1. **Assignment.** Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers, sets over, conveys and delivers unto Assignee, its successors and assigns, all of its right, title and interest in and to the Lease, including, without limitation, Assignor's interest, if any, in improvements to or in the Premises and to any security deposit or prepaid rent, if any, paid to the landlord thereunder. This assignment is made without any representations or warranties of any kind.

2. **Assumption.** Subject to the terms and conditions of this Assignment, Assignee hereby accepts the assignment and assumes and agrees to perform all obligations and duties of the Assignor under the Lease.

3. **Execution in Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. This Assignment shall be recorded.

39057
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 02 2001

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

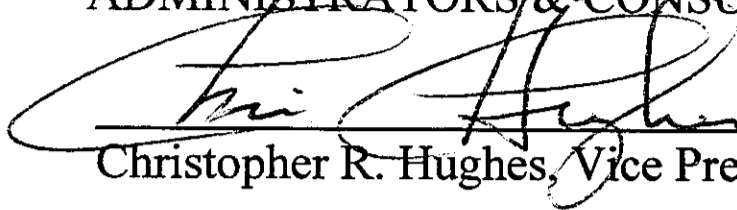


200103050014
Skagit County Auditor

Executed as of the date first above written.

ASSIGNOR:

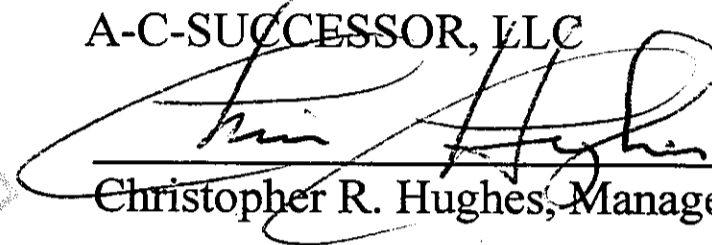
ADMINISTRATORS & CONSULTANTS, INC.



Christopher R. Hughes, Vice President

ASSIGNEE:

A-C-SUCCESSOR, LLC



Christopher R. Hughes, Manager

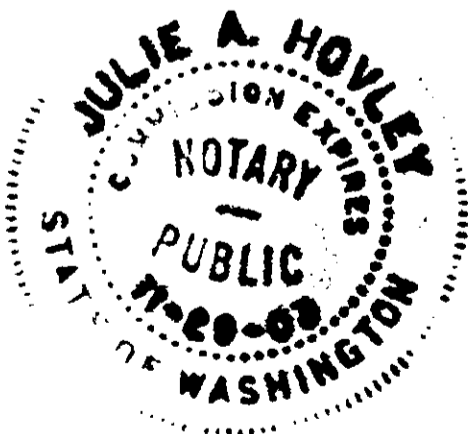
STATE OF WASHINGTON)

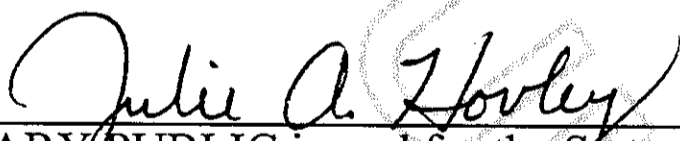
COUNTY OF KING)

) ss.

On this 21st day of February, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Christopher R. Hughes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the ~~President~~ Vice of ADMINISTRATORS & CONSULTANTS, INC. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My appointment expires 11/29/03
Print Name Julie A. Hovley



CONSENT OF DECLARANT

ANACORTES MARINE ENTERPRISES, INC., Grantor in the above described Partial Assignment of Lease, does hereby consent to the above assignment of the aforesaid Partial Assignment subject to payments being made from time to time by the Assignee hereof in accordance with said Partial Assignment to cover purchase of Partial Assignment and assessments for ANACORTES MARINA OWNERS ASSOCIATION, as they may become due. This consent does not relieve the Assignor from the obligation to make said payments, and by this consent ANACORTES MARINE ENTERPRISES, INC. does hereby consent to this assignment of membership in ANACORTES MARINA OWNERS ASSOCIATION to the Assignee subject to the approval of the Board of Trustees of ANACORTES MARINA OWNERS ASSOCIATION.

ANACORTES MARINE ENTERPRISES, INC.

BY:
ITS:

Alan F. Dwyer
PRESIDENT

EXHIBIT A
DESCRIPTION OF LEASE

The leasehold estate in apartment and/or moorage slip B-75 Phase II of the Anacortes Marina Condominium, a leasehold condominium located in the leasehold estate created by those certain leases dated March 13, 1980, and April 22, 1981, as recorded on April 24, 1981, under Skagit County Auditor's Filing Numbers 8104240009 and 8104240010, respectively, as shown on the Plans and Survey for Phase I recorded on June 1, 1981, in Volume 13 of Condominium Plats, Pages 32 through 38, inclusive, under Skagit County Auditor's Filing No. 8106010014 and as shown on the Plans and Survey for Phase II recorded on August 12, 1981 in Volume 13 of Condominium Plats, Pages 42 through 44, inclusive, under Skagit County Auditor's Filing No. 8108120085 and as identified by the Declaration recorded on June 1, 1981, under Skagit County Auditor's Filing No. 8106010012, as amended by the Amendment recorded on June 26, 1981, under Skagit County Auditor's Filing No. 8106260020 and by the Second Amendment recorded on August 12, 1981, under Skagit County Auditor's Filing No. 8108120086.

TOGETHER WITH that undivided percentage interest in the Common Areas and Facilities as defined in RCW64.32.010(6) and Paragraph 7 of said Declaration appertaining to said apartment and/or moorage slip to be determined as provided in Paragraph 8

which property and/or interest has an address of Apartment and/or Moorage Slip No B-75 Phase I of the Anacortes Marina Condominium, 2415 T Avenue, Anacortes, Washington 98221 (hereafter referred to as "address"), TOGETHER with all improvements now or hereafter erected on or in said apartment and/or moorage slip and all easements, rights, appurtenances, rents, issues, and profits (subject to the rights and authorities given herein to Beneficiary to collect and apply such rents, issues, and profits), and all fixtures and equipment now or hereafter attached to or located within said apartment and/or moorage slip, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property and/or interest covered by this Deed of Trust, together with the leasehold estate, are hereby referred to as "apartment and/or moorage slip";



200103050014
Skagit County Auditor
3/5/2001 Page 5 of 5 8:52:33AM