

RETURN TO:

SHELTER BAY COMPANY P.O. Box 33368. Seattle, WA 98133

SHELTER BAY ASSIGNMENT OF SUBLEASE

FIRST AMERICAN TITLE CO.

69994E

KNOW ALL MEN BY THESE PRESENT THAT: LYLE M. THORPE and MURIEL P. THORPE, husband and wife

Lessee(s) of a certain sublease dated the 12th day of September, 1974 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 15th day of March, 1978 in accordance with Short Form Sublease No. 244 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 873816 Volume 305 Pages 284-285 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable consideration paid for assignment of said sublease, receipt of which is hereby acknowledged by

LYLE M. THORPE and MURIEL P. THORPE, husband and wife

Assignor(s), whose address is: 9255 W. Briarwood Circle N., Sun City, AZ 85351

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said DONNA J. LELAND, A Single Woman

Assignee(s), whose address is: 24 Puyallup Place, LaConner, WA 98257

The within indenture of Sublease, and all right, title and interest now owned or hereafter acquired, of said Assignor(s), in said Sublease including any buildings and appurtenances thereto, and also all estate, right, title, term of years yet to come, claim and demand whatsoever of, in to or out of the same, to have and to hold the said estate and right, title and interest of the Lessee(s) as a member of Shelter Bay Community, Inc., a Nonprofit Washington corporation in accordance with the subject to the Articles of Incorporation and By-Laws and rules and regulations of Shelter Bay Community, Inc. As a part of the consideration the Assignee(s) assumes and agrees to pay the annual lease payments provided for in said sublease and the maintenance fees and assessments, if any, of Shelter Bay Community, Inc. from time to time as they become due. The next annual sublease payment payable to Shelter Bay Company, in the amount of \$315.00 is due and payable on the 1st day of July 2003

PRIOR ASSIGNMENT of Sublease from:

Mary Myser to Lyle and Muriel Thorpe, under Auditor's file No. 9709250082

THE REAL ESTATE described in said lease is as follows:

Lot No. 244, "REVISED MAP OF SURVEY OF SHELTER BAY DIVISION NO. 2, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official records, page 833, records of Skagit County, Washington.

IN WITNESS WHEREOF the parties have hereto signed this instrument this

Assignor(s)

MURIEL P. THORPE

Assignee(s)

INA L LELA

KAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

AUG 1 5 2002

Amount Paid \$ 2050 20 agit Co. Treasurer

STATE OF Wash COUNTY OF MUST

2062 On this 15th day of Unjust State of Warhenston before me the undersigned a Notary Public in and for the duly commissioned and sworn personally appeared

LYLE M. THORPE and MURIEL P. THORPE

To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that THEY signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

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



Residing at / My Commission Expires 6-7-04

STATE OF Washing to

COUNTY OF 5

day of Ougust, 7002 before me the undersigned a Notary Public in and for the duly commissioned and sworn personally appeared State of

DONNA J. LELAND

To me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that SHE signed and sealed the said instrument as HER free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of

Residing at Well My Commission Expires: 0729/05

CONSENT OF LESSOR

SHELTER BAY COMPANY, Seller in the above described Sublease, does hereby consent to the above assignment of the aforesaid Sublease, subject to payments being made from time to time by the Assignee(s) hereof in accordance with said sublease to cover purchase of sublease, annual lease payments and maintenance fees and assessments for Shelter Bay Community, Inc. as they become due. This consent does not relieve the Assignor(s) from the obligation to make said payments in the event the Assignee(s) does not make said payment, and by this consent Shelter Bay Company does hereby consent to the assignment of member ship in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, In

Allan F. Osberg President

8/15/2002 Page

3:40PM