200209250088 Skagit County Auditor 9/25/2002 Page 1 of 2 11:32AM

Upon Recording Please return to: Shelter Bay Company P.O. Box 33368 Seattle, WA 98133

LAND THE COMPANY OF SKAGET COUNTY

P-102091-E

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: FRANKLIN M. HULL, as his separate property

Lessee(s) of a certain sublease dated the 1st day of May, 1978
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 18th day of February, 1997 in accordance with Short Form Sublease No. 821 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 9702180103
Volume 1630 Pages 222-224 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

FRANKLIN M. HULL, as his separate property

Assignor(s), whose address is:

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said GERALD G. WHEELER and DOROTHY L. WHEELER, husband and wife Assignee(s), whose address is: 821 Shoshone Drive, 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 Non-profit 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 \$675.00 is due and payable on the 1st day of July 2003

PRIOR ASSIGNMENT of Sublease from: None

THE REAL ESTATE described in said lease is as follows:

Lot No. 821, Amended Survey of Shelter Bay, Division No. 5, recorded on June 2, 1976 in official records of Skagit County, Washington under Auditor's File No. 836134

Tax # 5100-005-821-0000

Assignor(s)

Assignee(s)

Franklin M. Hull

GERALD G. WHEELER

DOROTHY WHEELER

SKAGIT COUNTY WASHINGTO REAL ESTATE EXCISE TAX

SEP 2 5 2002

79733

Amount Paid \$
Skagil Co. Treasurer
By Deputy

STATE OF Washington Skagit

On this 19 , 2002 before me, the undersigned, a Notary Public in and for the day of September , duly commissioned and sworn, personally appeared State of Washington

FRANKLIN M. HULL

To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that HE signed and sealed the said instrument as HIS 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.

Notary public in and for the State of Washington

Residing at Burlington My Commission Expires 12/31/2003

STATE OF COLORADO

COUNTY OF LANMET

On this 18 day of September Colorado

2002 before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared

State of GERALD G. WHEELER and DOROTHY L. WHEELER

To me known to be the individuals 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 scatthereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Colorado Residing at My Commission Expires:

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, Inc.

SHELTER BAY COMPANY

Allan F. Osberg, President

10-65-03

912512002

11:32AM

COUNTY OF