

When Recorded Return to:

RETURN TO:

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



200211270028

Skagit County Auditor

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ASSIGNMENT OF SUBLEASE

**Lot 732, Survey of Shelter Bay Div. 4, recorded 7/8/1970
Tax No. 5100-004-732-0000
P6949**

KNOW ALL MEN BY THESE PRESENTS that:

LORRAINE G. HOLOWCHUK, Personal Representative of the Estate of William T. Holowchuk, deceased, under Probate Cause No. 02-4-00230-7, Snohomish County Superior Court of the State of Washington, as authorized by Order of Solvency entered in the probate cause on August 30, 2002, Lessee of a certain sublease dated the 10th day of March, 1974, wherein SHELTER BAY COMPANY, a Washington corporation, appears as "Lessor", recorded on the 18th day of March, 1974, in accordance with Short Form Sublease No. 732 (Master Lease No. 5086, Contract No. 14-20-0510-303), records of Skagit County, Auditor's File No. 798017, Volume 144, pages 167-168, hereinafter known as "Assignor", for and in consideration of settlement of estate and other valuable consideration paid for assignment of said sublease, receipt of which is hereby acknowledged by LORRAINE G. HOLOWCHUK, Personal Representative, "Assignor", whose address is 732 Tillamuk Drive, LaConner, Washington 98257, and by these presents does grant, assign, and set over unto said LORRAINE G. HOLOWCHUK, individually, whose address is 732 Tillamuk Drive, LaConner, Washington 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, Bylaws, 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 \$135 is due and payable on the 1st day of November, 2002.

PRIOR ASSIGNMENTS of Sublease from: (1) Paul and Wilma Bromley to Tyman Fikse under Auditor's File No. 9109260040; and (2) Tyman Fikse to William T. Holowchuk and Lorraine G. Holowchuk, husband and wife, dated January 3, 2000, under Auditor's File No. 200001040055.

The real estate described in said lease is as follows:

Lot No. 732, Survey of Shelter Bay Division No. 4 as recorded July 8, 1970, in official records of Skagit County, Washington, under Auditor's File No. 740962.

IN WITNESS WHEREOF the parties have hereto signed this instrument on this 19 day of October, 2002.

ASSIGNOR:

Lorraine G. Holowchuk
LORRAINE G. HOLOWCHUK
Personal Representative of the Estate of
William T. Holowchuk

ASSIGNEE:

Lorraine G. Holowchuk
LORRAINE G. HOLLOWCHUK

#5567
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 27 2002

Amount Paid 0
Skagit Co. Treasurer
By [Signature] Deputy

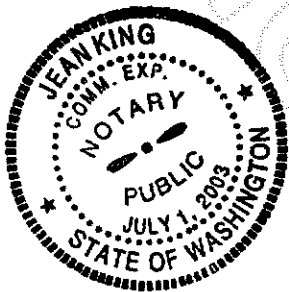


200211270028
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me LORRAINE G. HOLOWCHUK, Personal Representative of the Estate of William T. Holowchuk, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of October, 2002.



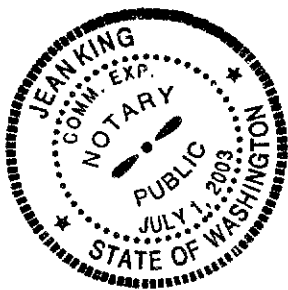
(Signature) (JEAN KING)
Signature of Notary Public

My appt. expires: 7 / 1 / 2003

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me LORRAINE G. HOLOWCHUK, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of October, 2002.



(Signature) (Jean King)
Signature of Notary Public

My appt. expires: 7 / 1 / 2003



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 hereof in accordance with said Sublease to cover purchase of Sublease, annual lease payments, maintenance fees and assessments for Shelter Bay Community, Inc., as they become due. This consent does not relieve the Assignor from the obligation to make said payments in the event the Assignee does not make said payment, and by this consent Shelter Bay Company does hereby consent to the assignment of membership in Shelter Bay Community, Inc. to the Assignee subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Dated this 13TH day of NOVEMBER, 2002.

SHELTER BAY COMPANY

BY:

President

GRANT T. OSBORN



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