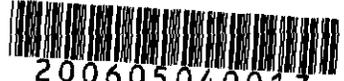


After Recording Please Return To:
SHELTER BAY COMPANY
1000 Shoshone Drive
La Conner, WA 98257



200605040017
Skagit County Auditor
5/4/2006 Page 1 of 2 9:02AM

**SHELTER BAY
ASSIGNMENT OF SUBLEASE**

PLA 73

KNOW ALL MEN BY THESE PRESENT THAT:

MERLE D. STEELE, individually and as Personal Representative of the Estate of CARMEN STEELE, Deceased,

Lessee(s) of a certain sublease dated the 7th day of June, 1975

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 23rd day of April, 1987 in accordance with Short Form Sublease No. 756 (Master Lease No. 5086 , Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 8704230059 , Volume 701, Pages 466-467, 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 **MERLE D. STEELE, individually and as Personal Representative of the Estate of CARMEN STEELE, Deceased,**

Assignor(s), whose address is: 756 Shelter Bay Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **MERLE D. STEELE, as his separate estate**

Assignee(s), whose address is: 756 Shelter Bay Drive, La Conner, 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 and 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 \$304.00 is due and payable on the 1st day of June 2006.

PRIOR ASSIGNMENT of Sublease from:

James Menne and Glenda Menne to Merle D. Steele and Carmen Steele under Auditor's filing No. 200206280199.

THE REAL ESTATE described in said lease is as follows:

Lot 756, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of the Swinomish Indian Reservation", as recorded in Volume 48 of Official Records, pages 627 through 631, inclusive, records of Skagit County, Washington.

IN WITNESS WHEREOF the parties have hereto signed this instrument this 4-17-06 Day of April, 2006.

Assignor(s)

Assignee(s)

Merle D. Steele
MERLE D. STEELE
Individually and as Personal Representative
Of the Estate of Carmen Steele, Deceased

Merle D. Steele
MERLE D. STEELE
8146
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 04 2006

Amount Paid \$
Skagit Co. Treasurer
By Deputy

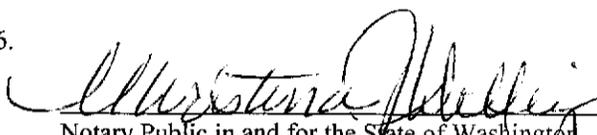
M

STATE OF Washington)
) SS.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **MERLE D. STEELE** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it **individually and as Personal Representative of the Estate of CARMEN STEEL, Deceased**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



7 day of April, 2006.


Notary Public in and for the State of Washington,
residing at Sedro-Woolley WA
Type or Print Name: CHRISTINA J. DILLEY
My appointment expires: 2-1-2009

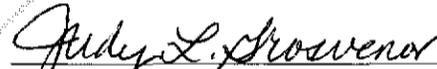
CONSENT OF LESSOR

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 membership in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Date: 4/17/06



SHELTER BAY COMPANY


Judy L. Grosvenor, Manager



200605040017
Skagit County Auditor