

WHEN RECORDED RETURN TO:

Chae & Associates, P.S.
Soundview Plaza
P.O. Box 3967
Kent, Washington 98032



200112240012
Skagit County Auditor
12/24/2001 Page 1 of 6 8:37AM

Reference No. 9605210083

**ASSIGNMENT, ASSUMPTION
AND CONSENT TO ASSIGNMENT OF LEASE**

Assignment of Lease

1. Assignment. FOR VALUE RECEIVED, SKAGIT PARTNERS III, INC., a Washington corporation, the undersigned Tenant, Grantor, hereby assigns unto CHAN S. PARK and MEE YOUNG LEE, husband and wife, Grantee, all of its right, title and interest in and to that certain Lease dated May 3, 1996, between JOHN WALTON and VIOLETTE. WALTON, husband and wife, as Landlord, and SKAGIT PARTNERS III, INC., as Tenant, including the rights to any and all deposits, prepayments and prepaid expenses of any kind related to the Lease, covering those certain premises situated in the County of Skagit, State of Washington, with the legal description as follows:

Legal Description: Lot 1, of Short Plat No. 96-001, approved May 10, 1996, recorded May 17, 1996, in Volume 12 of Short Plats, Pages 100 and 101, as Auditor's File No. 9605170034, records of Skagit County, Washington, and being a portion of the Northeast 1/4 of the Northwest 1/4, Section 32, Township 34 North. Range 4 East, W.M.

Parcel No. 340432-2-050-0100

2. Guarantee. In consideration of the consent of this assignment by the said Landlord, the said Tenant hereby guarantees the performance by said assignee of all covenants, conditions, terms, stipulations and agreements in said lease contained, to be performed by the Tenant thereunder, and this assignment shall not extinguish or diminish the liability of the Tenant therein.

3. Tenant's Representations and Warranties Tenant represents to the assignee and Landlord and warrants that 1) Landlord has performed all obligations of Landlord under the Lease without any default by Landlord; 2) all improvements to the Premises are in conformance with all requirements of the Lease and any applicable laws, codes, statutes or regulations; 3) there are no liens or encumbrances against Tenant's leasehold interests; and 4) no work, improvement, payment, allowance or other concession from Landlord is due or remains incomplete.

4. Effective Date The assignment shall be effective as of September 19, 2001.

Assumption of Lease

5. Assumption. In consideration of this assignment and of the consent of said Landlord, the said Assignee hereby assumes and agrees to make all the payments required under said lease, and to do and perform and be bound by all covenants, conditions, terms, stipulations and agreements in said lease contained, binding upon said Tenant, and further warrants to save the Assignor harmless from any and all liability by reason of said assignment.

6. Condition of Premises. Assignee shall examine the premises before taking possession hereunder, and such taking of possession shall be conclusive evidence that Assignee has accepted the premises in good order and satisfactory condition.

7. Use. Assignee confirms that he/she/it has received a copy of the current Lease and the Addendum between Landlord and Tenant and fully understands the terms described therein.

CONSENT TO ASSIGNMENT

8. Consent. The undersigned Landlord below named acknowledges that Tenant is not in default under said Lease and hereby consents to the foregoing assignment of the above mentioned lease unto CHAN S. PARK and MEE YOUNG LEE, upon the express conditions contained in said assignment.

9. No Further Assignments or Subleases. Assignee shall not further assign the Lease or any interest therein nor sublet the Premises or any portion thereof without the prior written consent of the Landlord.

This Agreement may executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

DATED this 18th day of September, 2001.

Tenant/Assignor:

Skagit Partners III, Inc.

By: [Signature]
Russ Wilson, President

Assignee:

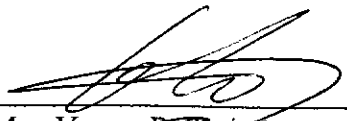
[Signature]
Chan S. Park

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 21 2001

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




Mee Young ~~Park~~ Lee

Landlord:

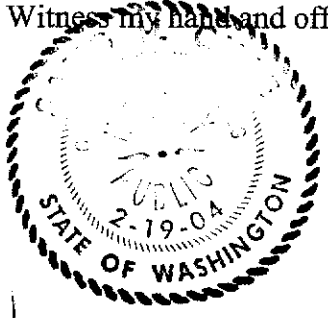
By: _____
John Walton

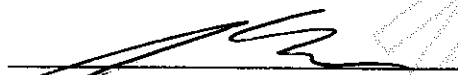
By: _____
Violet E. Walton

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Russ Wilson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President (title) of Skagit Partners III, Inc. (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed on the 16th day of ~~September~~ October, 2001.




Notary Public in and for the
State of Washington
residing at Kirkland
My commission expires 2-19-04

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Chan S. Park and Mee Young Lee are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-15-01



[Signature]

Notary Public in and for the
State of Washington
residing at Kirkland
My commission expires 2-19-04

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that John Walton and Violet E. Walton are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the
State of Washington
residing at _____
My commission expires _____

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STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Chan S. Park and Mee Young Lee are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

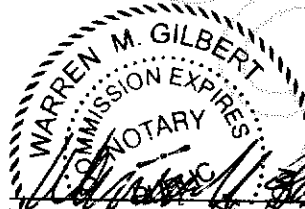
Dated: _____

Notary Public in and for the
State of Washington
residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that John Walton and Violet E. Walton are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct 11, 2001



Notary Public in and for the
State of Washington
residing at 10-22-04 Mt Vernon
My commission expires 10-22-04

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