RETURN TO:

SHELTER BAY COMPANY P.O. Box 30033 Seattle, WA 93133



SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

GORDON T. GODFREY, Trustee of the Richmond Irrevocable Trust established December 11, 1995

Lessee(s) of a certain sublease dated the 26th day of August, 1972
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 12th day of July, 1973 in accordance with Short Form Sublease No. 494 (Master Lease No. 5020 , Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 787824
Volume 122 Pages 268-269 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

GORDON T. GODFREY, Trustee of the Richmond Irrevocable Trust established December 11, 1995

Assignor(s), whose address is: PO Box 1118, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said The Godfrey Family Trust, dated 29 November 1999, GORDON T. GODFREY and JANE A. GODFREY, Trustor(s) and /or Trustee(s)

Assignee(s), whose address is: PO Box 1118, 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 \$225.00 is due and payable on the 1st day of July 2003

PRIOR ASSIGNMENT of Sublease from:

Richmond revocable Trust to Richmond Irrevocable Trust, under Auditor's file No. 9611070031

THE REAL ESTATE described in said lease is as follows:

Lot 494, Survey of Shelter Bay Division No. 3 as recorded March 17, 1970 in official records of Skagit County, Washington

IN WITNESS WHEREOF the parties have hereto signed this instrument this

, **4** Day of

Assignor(s)

GORDON T. GODFREY

Trustee

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

FEB 2 8 2803

Amount Pats S Skagit Cg. Treasurer By Deputy Assignee(s)

GORDON T. GODFREY

Trustee

JANE A. GODFREY

Trastee

STATE OF WAShington COUNTY OF Skacy'

On this 18 day of October , 2000 before me, the undersigned, a Notary Public in and for the , duly commissioned and sworn, personally appeared

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.

MINISTER SOUTH OF THE STATE OF

public in and for the State of washington

Residing at Carling to n My Commission Expires 6.6.04

COUNTY OF SKAGIT

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

GORDON T. GODFREY and JANE A. GODFREY

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 seal hereto affixed the day and year in this certificate above written.

THE OF WASHING

Notary Public in and for the State of

Residing at Areling ton
My Commission Expires: 6-6-04

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

Date: 10/15/02

SHELTER BAX COMPANY

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