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AMENDMENT OF BUSINESS LEASES NOS 5020 AND 5086

The Indian owners of trust and restricted lands and Shelter Bay Company enter into the following amendment of Business Leases Nos 5020 and 5086 (referred to in this Amendment as “the Lease”) The Indian owners and Shelter Bay Company (referred to in this Amendment as “Party or Parties”) hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 7/1/2013 (Lease No 5020) and 7/1/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the “Shelter Bay Adjustment Index” (identified on the attached Exhibit 1 to this amendment) as contained in the Skagit County Assessor’s 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50 6036% (referred to in this Amendment as the “Index Percentage Change”)

The Parties further agree that the 7/1/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50 6036% times \$19,400,000 00 (which is the value of the leased premises effective 7/1/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000 00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000 00, in order to be consistent with the Arbitrator’s value for 7/1/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000 00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/1/2013 for

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purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/1/2013 value of \$29,200,000.00. The remaining provisions of Leases Nos. 5020 and 5086 shall remain in full force and effect. This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No. 5020) and 2014 – 2023 (Lease No. 5086), and for no other

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P102305	Skyline	P59035	Skyline	P59094	Skyline	P59155
Skyline	P102731	Skyline	P59036	Skyline	P59095	Skyline	P59156
Skyline	P102732	Skyline	P59037	Skyline	P59096	Skyline	P59157
Skyline	P102733	Skyline	P59038	Skyline	P59097	Skyline	P59158
Skyline	P102734	Skyline	P59039	Skyline	P59098	Skyline	P59159
Skyline	P102735	Skyline	P59040	Skyline	P59099	Skyline	P59160
Skyline	P102736	Skyline	P59041	Skyline	P59100	Skyline	P59161
Skyline	P102739	Skyline	P59042	Skyline	P59101	Skyline	P59162
Skyline	P102740	Skyline	P59043	Skyline	P59102	Skyline	P59163
Skyline	P102741	Skyline	P59045	Skyline	P59103	Skyline	P59164
Skyline	P102742	Skyline	P59046	Skyline	P59104	Skyline	P59165
Skyline	P102743	Skyline	P59047	Skyline	P59105	Skyline	P59166
Skyline	P102744	Skyline	P59048	Skyline	P59108	Skyline	P59167
Skyline	P102745	Skyline	P59049	Skyline	P59111	Skyline	P59168
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Skyline	P59027	Skyline	P59086	Skyline	P59147	Skyline	P59203
Skyline	P59028	Skyline	P59087	Skyline	P59148	Skyline	P59204
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Skyline	P59030	Skyline	P59089	Skyline	P59150	Skyline	P59206
Skyline	P59031	Skyline	P59090	Skyline	P59151	Skyline	P59207
Skyline	P59032	Skyline	P59091	Skyline	P59152	Skyline	P59208
Skyline	P59033	Skyline	P59092	Skyline	P59153	Skyline	P59209
Skyline	P59034	Skyline	P59093	Skyline	P59154	Skyline	P59210

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59211	Skyline	P59268	Skyline	P59327	Skyline	P59384
Skyline	P59212	Skyline	P59269	Skyline	P59328	Skyline	P59385
Skyline	P59214	Skyline	P59270	Skyline	P59329	Skyline	P59386
Skyline	P59215	Skyline	P59271	Skyline	P59330	Skyline	P59387
Skyline	P59216	Skyline	P59272	Skyline	P59331	Skyline	P59388
Skyline	P59217	Skyline	P59273	Skyline	P59332	Skyline	P59389
Skyline	P59218	Skyline	P59274	Skyline	P59333	Skyline	P59390
Skyline	P59219	Skyline	P59275	Skyline	P59335	Skyline	P59391
Skyline	P59220	Skyline	P59276	Skyline	P59336	Skyline	P59392
Skyline	P59221	Skyline	P59277	Skyline	P59337	Skyline	P59393
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Shelter Bay Adjustment Index Parcel Numbers

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Skyline	P59519	Skyline	P59600	Skyline	P59659	Skyline	P59717

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59718	Skyline	P59777	Skyline	P59835	Skyline	P59894
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Skyline	P59722	Skyline	P59781	Skyline	P59840	Skyline	P59898
Skyline	P59723	Skyline	P59782	Skyline	P59841	Skyline	P59899
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Skyline	P59775	Skyline	P59833	Skyline	P59892	Skyline	P59948
Skyline	P59776	Skyline	P59834	Skyline	P59893	Skyline	P59949

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59950	Skyline	P60007	Skyline	P60066	Skyline	P77841
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Skyline	P59976	Skyline	P60034	Skyline	P77617	Skyline	P77867
Skyline	P59977	Skyline	P60035	Skyline	P77618	Skyline	P77870
Skyline	P59978	Skyline	P60036	Skyline	P77619	Skyline	P77871
Skyline	P59979	Skyline	P60037	Skyline	P77809	Skyline	P77872
Skyline	P59980	Skyline	P60038	Skyline	P77810	Skyline	P77873
Skyline	P59981	Skyline	P60039	Skyline	P77811	Skyline	P77874
Skyline	P59982	Skyline	P60040	Skyline	P77812	Skyline	P77875
Skyline	P59983	Skyline	P60041	Skyline	P77816	Skyline	P77876
Skyline	P59984	Skyline	P60042	Skyline	P77819	Skyline	P77877
Skyline	P59985	Skyline	P60043	Skyline	P77820	Skyline	P77878
Skyline	P59986	Skyline	P60044	Skyline	P77821	Skyline	P77879
Skyline	P59987	Skyline	P60045	Skyline	P77822	Skyline	P77880
Skyline	P59988	Skyline	P60047	Skyline	P77823	Skyline	P77881
Skyline	P59989	Skyline	P60048	Skyline	P77824	Skyline	P77882
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Skyline	P59993	Skyline	P60052	Skyline	P77828	Skyline	P77886
Skyline	P59994	Skyline	P60053	Skyline	P77829	Skyline	P77887
Skyline	P59996	Skyline	P60054	Skyline	P77830	Skyline	P77888
Skyline	P59997	Skyline	P60055	Skyline	P77831	Skyline	P77889
Skyline	P59998	Skyline	P60056	Skyline	P77832	Skyline	P77890
Skyline	P59999	Skyline	P60057	Skyline	P77833	Skyline	P77892
Skyline	P60000	Skyline	P60059	Skyline	P77834	Skyline	P77893
Skyline	P60001	Skyline	P60060	Skyline	P77835	Skyline	P77894
Skyline	P60002	Skyline	P60061	Skyline	P77836	Skyline	P77895
Skyline	P60003	Skyline	P60062	Skyline	P77837	Skyline	P77896
Skyline	P60004	Skyline	P60063	Skyline	P77838	Skyline	P77897
Skyline	P60005	Skyline	P60064	Skyline	P77839	Skyline	P77898
Skyline	P60006	Skyline	P60065	Skyline	P77840	Skyline	P77899

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P77900	Skyline	P82082	Eagle s Nest	P15197
Skyline	P77901	Skyline	P82083	Eagle s Nest	P15198
Skyline	P77903	Skyline	P82084	Eagle s Nest	P15199
Skyline	P77904	Skyline	P82085	Eagle s Nest	P15200
Skyline	P77905	Skyline	P83301	Eagle s Nest	P15201
Skyline	P77906	Skyline	P83302	Eagle's Nest	P15202
Skyline	P77907	Skyline	P83303	Eagle s Nest	P15203
Skyline	P77911	Skyline	P83304	Eagle s Nest	P15204
Skyline	P77914	Skyline	P83305	Eagle s Nest	P15205
Skyline	P77915	Skyline	P83306	Eagle s Nest	P15206
Skyline	P77916	Skyline	P83307	Eagle s Nest	P15207
Skyline	P77917	Skyline	P83308	Eagle s Nest	P15208
Skyline	P77918	Skyline	P83309	Eagle s Nest	P15209
Skyline	P77919	Skyline	P83310	Eagle s Nest	P15210
Skyline	P77920	Skyline	P83311	Eagle s Nest	P15211
Skyline	P80330	Skyline	P83312	Eagle s Nest	P15212
Skyline	P81213	Skyline	P96064	Eagle s Nest	P15213
Skyline	P81214	Skyline	P99232	Eagle s Nest	P15215
Skyline	P81215	Washington Park	P117627	Eagle s Nest	P15216
Skyline	P81216	Washington Park	P117628	Eagle s Nest	P15217
Skyline	P81218	Washington Park	P117629	Sunset Cove	P117662
Skyline	P81220	Washington Park	P117630	Sunset Cove	P117663
Skyline	P81222	Washington Park	P117631	Sunset Cove	P117664
Skyline	P81223	Washington Park	P117632	Sunset Cove	P117665
Skyline	P81224	Washington Park	P117633	Sunset Cove	P117666
Skyline	P81225	Washington Park	P117634	Sunset Cove	P117667
Skyline	P81226	Washington Park	P117635	Sunset Cove	P117668
Skyline	P81227	Washington Park	P117636	Sunset Cove	P117669
Skyline	P81228	Washington Park	P117637	Sunset Cove	P117670
Skyline	P81229	Washington Park	P117638	Sunset Cove	P117671
Skyline	P81230	Washington Park	P117639	Sunset Cove	P117672
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Skyline	P81232	Washington Park	P117641	Sunset Cove	P117675
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Skyline	P81234	Washington Park	P117643	Sunset Cove	P117678
Skyline	P81235	Washington Park	P117644	Sunset Cove	P117679
Skyline	P81236	Washington Park	P117645		
Skyline	P81237	Washington Park	P117646		
Skyline	P81238	Washington Park	P117647		
Skyline	P81239	Washington Park	P117648		
Skyline	P81240	Washington Park	P117649		
Skyline	P81241	Washington Park	P117650		
Skyline	P81242	Washington Park	P117651		
Skyline	P81243	Washington Park	P117652		
Skyline	P81244	Washington Park	P117653		
Skyline	P81245	Washington Park	P117654		
Skyline	P81246	Washington Park	P117655		
Skyline	P81247	Washington Park	P117656		
Skyline	P81248	Washington Park	P117657		
Skyline	P81249	Washington Park	P117658		
Skyline	P81250	Washington Park	P117659		
Skyline	P81251	Washington Park	P117660		
Skyline	P81252	Eagle s Nest	P101660		
Skyline	P81253	Eagle s Nest	P126666		
Skyline	P81254	Eagle s Nest	P15195		
Skyline	P82081	Eagle s Nest	P15196		

AMENDMENT OF BUSINESS LEASES NOS. 5020 AND 5086

The Indian owners of trust and restricted lands and Shelter Bay Company enter into the following amendment of Business Leases Nos 5020 and 5086 (referred to in this Amendment as "the Lease") The Indian owners and Shelter Bay Company (referred to in this Amendment as "Party or Parties") hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 7/1/2013 (Lease No 5020) and 7/1/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified on the attached Exhibit 1 to this amendment) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in this Amendment as the "Index Percentage Change")

The Parties further agree that the 7/1/2013 fair market value of fee title to the leased premises based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/1/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00 equaling \$29,217,098 which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/1/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/1/2013 for

purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/1/2013 value of \$29,200,000.00. The remaining provisions of Leases Nos. 5020 and 5086 shall remain in full force and effect. This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No. 5020) and 2014 – 2023 (Lease No. 5086), and for no other

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P102305	Skylinc	P59035	Skylinc	P59094	Skylinc	P59155
Skylinc	P102731	Skylinc	P59036	Skylinc	P59095	Skylinc	P59156
Skylinc	P102732	Skylinc	P59037	Skylinc	P59096	Skylinc	P59157
Skylinc	P102733	Skylinc	P59038	Skylinc	P59097	Skylinc	P59158
Skylinc	P102734	Skylinc	P59039	Skylinc	P59098	Skylinc	P59159
Skylinc	P102735	Skylinc	P59040	Skylinc	P59099	Skylinc	P59160
Skylinc	P102736	Skylinc	P59041	Skylinc	P59100	Skylinc	P59161
Skylinc	P102739	Skylinc	P59042	Skylinc	P59101	Skylinc	P59162
Skylinc	P102740	Skylinc	P59043	Skylinc	P59102	Skylinc	P59163
Skylinc	P102741	Skylinc	P59045	Skylinc	P59103	Skylinc	P59164
Skylinc	P102742	Skylinc	P59046	Skylinc	P59104	Skylinc	P59165
Skylinc	P102743	Skylinc	P59047	Skylinc	P59105	Skylinc	P59166
Skylinc	P102744	Skylinc	P59048	Skylinc	P59108	Skylinc	P59167
Skylinc	P102745	Skylinc	P59049	Skylinc	P59111	Skylinc	P59168
Skylinc	P102746	Skylinc	P59050	Skylinc	P59112	Skylinc	P59169
Skylinc	P102747	Skylinc	P59051	Skylinc	P59113	Skylinc	P59170
Skylinc	P102748	Skylinc	P59052	Skylinc	P59114	Skylinc	P59171
Skylinc	P102749	Skylinc	P59053	Skylinc	P59115	Skylinc	P59172
Skylinc	P102750	Skylinc	P59054	Skylinc	P59116	Skylinc	P59173
Skylinc	P102751	Skylinc	P59055	Skylinc	P59117	Skylinc	P59174
Skylinc	P104562	Skylinc	P59056	Skylinc	P59118	Skylinc	P59175
Skylinc	P107950	Skylinc	P59057	Skylinc	P59120	Skylinc	P59176
Skylinc	P112621	Skylinc	P59058	Skylinc	P59121	Skylinc	P59177
Skylinc	P112622	Skylinc	P59059	Skylinc	P59122	Skylinc	P59178
Skylinc	P112623	Skylinc	P59060	Skylinc	P59123	Skylinc	P59179
Skylinc	P112624	Skylinc	P59061	Skylinc	P59124	Skylinc	P59180
Skylinc	P113955	Skylinc	P59062	Skylinc	P59125	Skylinc	P59181
Skylinc	P124156	Skylinc	P59063	Skylinc	P59126	Skylinc	P59182
Skylinc	P124157	Skylinc	P59064	Skylinc	P59127	Skylinc	P59183
Skylinc	P127482	Skylinc	P59065	Skylinc	P59128	Skylinc	P59184
Skylinc	P59006	Skylinc	P59066	Skylinc	P59129	Skylinc	P59185
Skylinc	P59007	Skylinc	P59067	Skylinc	P59130	Skylinc	P59186
Skylinc	P59008	Skylinc	P59068	Skylinc	P59131	Skylinc	P59187
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Skylinc	P59013	Skylinc	P59070	Skylinc	P59133	Skylinc	P59189
Skylinc	P59014	Skylinc	P59072	Skylinc	P59134	Skylinc	P59190
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Skylinc	P59025	Skylinc	P59084	Skylinc	P59145	Skylinc	P59201
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Skylinc	P59030	Skylinc	P59089	Skylinc	P59150	Skylinc	P59206
Skylinc	P59031	Skylinc	P59090	Skylinc	P59151	Skylinc	P59207
Skylinc	P59032	Skylinc	P59091	Skylinc	P59152	Skylinc	P59208
Skylinc	P59033	Skylinc	P59092	Skylinc	P59153	Skylinc	P59209
Skylinc	P59034	Skylinc	P59093	Skylinc	P59154	Skylinc	P59210

Shelter Bay Adjustment Index Parcel Numbers

Page 2 of 6

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P59211	Skylinc	P59268	Skylinc	P59327	Skylinc	P59384
Skylinc	P59212	Skylinc	P59269	Skylinc	P59328	Skylinc	P59385
Skylinc	P59214	Skylinc	P59270	Skylinc	P59329	Skylinc	P59386
Skylinc	P59215	Skylinc	P59271	Skylinc	P59330	Skylinc	P59387
Skylinc	P59216	Skylinc	P59272	Skylinc	P59331	Skylinc	P59388
Skylinc	P59217	Skylinc	P59273	Skylinc	P59332	Skylinc	P59389
Skylinc	P59218	Skylinc	P59274	Skylinc	P59333	Skylinc	P59390
Skylinc	P59219	Skylinc	P59275	Skylinc	P59335	Skylinc	P59391
Skylinc	P59220	Skylinc	P59276	Skylinc	P59336	Skylinc	P59392
Skylinc	P59221	Skylinc	P59277	Skylinc	P59337	Skylinc	P59393
Skylinc	P59222	Skylinc	P59278	Skylinc	P59338	Skylinc	P59394
Skylinc	P59223	Skylinc	P59279	Skylinc	P59339	Skylinc	P59395
Skylinc	P59224	Skylinc	P59280	Skylinc	P59340	Skylinc	P59396
Skylinc	P59225	Skylinc	P59281	Skylinc	P59341	Skylinc	P59398
Skylinc	P59226	Skylinc	P59282	Skylinc	P59342	Skylinc	P59399
Skylinc	P59227	Skylinc	P59283	Skylinc	P59343	Skylinc	P59400
Skylinc	P59228	Skylinc	P59284	Skylinc	P59344	Skylinc	P59402
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Skylinc	P59230	Skylinc	P59286	Skylinc	P59346	Skylinc	P59405
Skylinc	P59231	Skylinc	P59287	Skylinc	P59347	Skylinc	P59406
Skylinc	P59232	Skylinc	P59288	Skylinc	P59348	Skylinc	P59407
Skylinc	P59233	Skylinc	P59290	Skylinc	P59349	Skylinc	P59408
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Skylinc	P59236	Skylinc	P59293	Skylinc	P59352	Skylinc	P59411
Skylinc	P59237	Skylinc	P59294	Skylinc	P59353	Skylinc	P59412
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Skylinc	P59240	Skylinc	P59297	Skylinc	P59356	Skylinc	P59415
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Skylinc	P59265	Skylinc	P59324	Skylinc	P59381	Skylinc	P59443
Skylinc	P59266	Skylinc	P59325	Skylinc	P59382	Skylinc	P59444
Skylinc	P59267	Skylinc	P59326	Skylinc	P59383	Skylinc	P59445

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P59446	Skylinc	P59520	Skylinc	P59601	Skylinc	P59660
Skylinc	P59447	Skylinc	P59521	Skylinc	P59602	Skylinc	P59661
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Skylinc	P59450	Skylinc	P59523	Skylinc	P59604	Skylinc	P59663
Skylinc	P59451	Skylinc	P59525	Skylinc	P59605	Skylinc	P59664
Skylinc	P59453	Skylinc	P59526	Skylinc	P59606	Skylinc	P59665
Skylinc	P59454	Skylinc	P59527	Skylinc	P59607	Skylinc	P59666
Skylinc	P59455	Skylinc	P59529	Skylinc	P59608	Skylinc	P59667
Skylinc	P59456	Skylinc	P59530	Skylinc	P59609	Skylinc	P59668
Skylinc	P59457	Skylinc	P59531	Skylinc	P59610	Skylinc	P59669
Skylinc	P59459	Skylinc	P59534	Skylinc	P59611	Skylinc	P59670
Skylinc	P59460	Skylinc	P59537	Skylinc	P59612	Skylinc	P59671
Skylinc	P59461	Skylinc	P59538	Skylinc	P59613	Skylinc	P59672
Skylinc	P59462	Skylinc	P59540	Skylinc	P59614	Skylinc	P59673
Skylinc	P59463	Skylinc	P59541	Skylinc	P59615	Skylinc	P59674
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Skylinc	P59466	Skylinc	P59544	Skylinc	P59617	Skylinc	P59677
Skylinc	P59467	Skylinc	P59546	Skylinc	P59619	Skylinc	P59678
Skylinc	P59468	Skylinc	P59548	Skylinc	P59620	Skylinc	P59679
Skylinc	P59469	Skylinc	P59549	Skylinc	P59621	Skylinc	P59680
Skylinc	P59470	Skylinc	P59550	Skylinc	P59622	Skylinc	P59681
Skylinc	P59471	Skylinc	P59551	Skylinc	P59623	Skylinc	P59682
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Skylinc	P59489	Skylinc	P59577	Skylinc	P59636	Skylinc	P59696
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Skylinc	P59500	Skylinc	P59587	Skylinc	P59646	Skylinc	P59706
Skylinc	P59501	Skylinc	P59588	Skylinc	P59647	Skylinc	P59707
Skylinc	P59502	Skylinc	P59589	Skylinc	P59650	Skylinc	P59708
Skylinc	P59503	Skylinc	P59590	Skylinc	P59651	Skylinc	P59709
Skylinc	P59506	Skylinc	P59591	Skylinc	P59652	Skylinc	P59710
Skylinc	P59508	Skylinc	P59592	Skylinc	P59653	Skylinc	P59711
Skylinc	P59509	Skylinc	P59593	Skylinc	P59654	Skylinc	P59712
Skylinc	P59515	Skylinc	P59594	Skylinc	P59655	Skylinc	P59713
Skylinc	P59516	Skylinc	P59595	Skylinc	P59656	Skylinc	P59714
Skylinc	P59517	Skylinc	P59596	Skylinc	P59657	Skylinc	P59715
Skylinc	P59518	Skylinc	P59599	Skylinc	P59658	Skylinc	P59716
Skylinc	P59519	Skylinc	P59600	Skylinc	P59659	Skylinc	P59717

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P59718	Skylinc	P59777	Skylinc	P59835	Skylinc	P59894
Skylinc	P59719	Skylinc	P59778	Skylinc	P59836	Skylinc	P59895
Skylinc	P59720	Skylinc	P59779	Skylinc	P59838	Skylinc	P59896
Skylinc	P59721	Skylinc	P59780	Skylinc	P59839	Skylinc	P59897
Skylinc	P59722	Skylinc	P59781	Skylinc	P59840	Skylinc	P59898
Skylinc	P59723	Skylinc	P59782	Skylinc	P59841	Skylinc	P59899
Skylinc	P59724	Skylinc	P59783	Skylinc	P59842	Skylinc	P59900
Skylinc	P59725	Skylinc	P59784	Skylinc	P59843	Skylinc	P59901
Skylinc	P59726	Skylinc	P59785	Skylinc	P59844	Skylinc	P59902
Skylinc	P59727	Skylinc	P59786	Skylinc	P59845	Skylinc	P59903
Skylinc	P59728	Skylinc	P59787	Skylinc	P59846	Skylinc	P59904
Skylinc	P59729	Skylinc	P59788	Skylinc	P59847	Skylinc	P59905
Skylinc	P59730	Skylinc	P59789	Skylinc	P59848	Skylinc	P59906
Skylinc	P59731	Skylinc	P59790	Skylinc	P59849	Skylinc	P59907
Skylinc	P59732	Skylinc	P59791	Skylinc	P59850	Skylinc	P59908
Skylinc	P59733	Skylinc	P59792	Skylinc	P59852	Skylinc	P59909
Skylinc	P59734	Skylinc	P59793	Skylinc	P59853	Skylinc	P59910
Skylinc	P59735	Skylinc	P59794	Skylinc	P59854	Skylinc	P59911
Skylinc	P59736	Skylinc	P59795	Skylinc	P59855	Skylinc	P59912
Skylinc	P59737	Skylinc	P59796	Skylinc	P59856	Skylinc	P59913
Skylinc	P59738	Skylinc	P59797	Skylinc	P59857	Skylinc	P59914
Skylinc	P59740	Skylinc	P59798	Skylinc	P59858	Skylinc	P59915
Skylinc	P59741	Skylinc	P59799	Skylinc	P59859	Skylinc	P59916
Skylinc	P59743	Skylinc	P59800	Skylinc	P59860	Skylinc	P59917
Skylinc	P59744	Skylinc	P59801	Skylinc	P59861	Skylinc	P59918
Skylinc	P59745	Skylinc	P59802	Skylinc	P59862	Skylinc	P59919
Skylinc	P59746	Skylinc	P59803	Skylinc	P59863	Skylinc	P59920
Skylinc	P59747	Skylinc	P59804	Skylinc	P59864	Skylinc	P59921
Skylinc	P59748	Skylinc	P59805	Skylinc	P59865	Skylinc	P59922
Skylinc	P59749	Skylinc	P59806	Skylinc	P59866	Skylinc	P59923
Skylinc	P59750	Skylinc	P59807	Skylinc	P59867	Skylinc	P59924
Skylinc	P59751	Skylinc	P59808	Skylinc	P59868	Skylinc	P59925
Skylinc	P59752	Skylinc	P59810	Skylinc	P59869	Skylinc	P59926
Skylinc	P59753	Skylinc	P59811	Skylinc	P59870	Skylinc	P59927
Skylinc	P59754	Skylinc	P59812	Skylinc	P59871	Skylinc	P59928
Skylinc	P59755	Skylinc	P59813	Skylinc	P59872	Skylinc	P59929
Skylinc	P59756	Skylinc	P59814	Skylinc	P59873	Skylinc	P59930
Skylinc	P59757	Skylinc	P59815	Skylinc	P59874	Skylinc	P59931
Skylinc	P59758	Skylinc	P59816	Skylinc	P59875	Skylinc	P59932
Skylinc	P59759	Skylinc	P59817	Skylinc	P59876	Skylinc	P59933
Skylinc	P59760	Skylinc	P59818	Skylinc	P59877	Skylinc	P59934
Skylinc	P59762	Skylinc	P59819	Skylinc	P59878	Skylinc	P59935
Skylinc	P59763	Skylinc	P59820	Skylinc	P59879	Skylinc	P59936
Skylinc	P59764	Skylinc	P59821	Skylinc	P59880	Skylinc	P59937
Skylinc	P59765	Skylinc	P59822	Skylinc	P59881	Skylinc	P59938
Skylinc	P59766	Skylinc	P59823	Skylinc	P59883	Skylinc	P59939
Skylinc	P59767	Skylinc	P59824	Skylinc	P59884	Skylinc	P59940
Skylinc	P59768	Skylinc	P59825	Skylinc	P59885	Skylinc	P59941
Skylinc	P59769	Skylinc	P59826	Skylinc	P59886	Skylinc	P59942
Skylinc	P59770	Skylinc	P59827	Skylinc	P59887	Skylinc	P59943
Skylinc	P59771	Skylinc	P59828	Skylinc	P59888	Skylinc	P59944
Skylinc	P59772	Skylinc	P59830	Skylinc	P59889	Skylinc	P59945
Skylinc	P59773	Skylinc	P59831	Skylinc	P59890	Skylinc	P59946
Skylinc	P59774	Skylinc	P59832	Skylinc	P59891	Skylinc	P59947
Skylinc	P59775	Skylinc	P59833	Skylinc	P59892	Skylinc	P59948
Skylinc	P59776	Skylinc	P59834	Skylinc	P59893	Skylinc	P59949

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P59950	Skylinc	P60007	Skylinc	P60066	Skylinc	P77841
Skylinc	P59951	Skylinc	P60008	Skylinc	P60067	Skylinc	P77842
Skylinc	P59952	Skylinc	P60009	Skylinc	P60068	Skylinc	P77843
Skylinc	P59953	Skylinc	P60010	Skylinc	P60069	Skylinc	P77844
Skylinc	P59954	Skylinc	P60011	Skylinc	P60070	Skylinc	P77845
Skylinc	P59955	Skylinc	P60012	Skylinc	P60071	Skylinc	P77846
Skylinc	P59956	Skylinc	P60013	Skylinc	P60072	Skylinc	P77847
Skylinc	P59957	Skylinc	P60014	Skylinc	P60073	Skylinc	P77848
Skylinc	P59958	Skylinc	P60015	Skylinc	P60074	Skylinc	P77849
Skylinc	P59959	Skylinc	P60016	Skylinc	P60075	Skylinc	P77850
Skylinc	P59960	Skylinc	P60017	Skylinc	P60076	Skylinc	P77851
Skylinc	P59961	Skylinc	P60018	Skylinc	P60079	Skylinc	P77852
Skylinc	P59962	Skylinc	P60019	Skylinc	P60080	Skylinc	P77853
Skylinc	P59963	Skylinc	P60020	Skylinc	P77604	Skylinc	P77854
Skylinc	P59964	Skylinc	P60021	Skylinc	P77605	Skylinc	P77855
Skylinc	P59965	Skylinc	P60023	Skylinc	P77606	Skylinc	P77856
Skylinc	P59966	Skylinc	P60024	Skylinc	P77607	Skylinc	P77857
Skylinc	P59967	Skylinc	P60025	Skylinc	P77608	Skylinc	P77858
Skylinc	P59968	Skylinc	P60026	Skylinc	P77609	Skylinc	P77859
Skylinc	P59969	Skylinc	P60027	Skylinc	P77610	Skylinc	P77860
Skylinc	P59970	Skylinc	P60028	Skylinc	P77611	Skylinc	P77861
Skylinc	P59971	Skylinc	P60029	Skylinc	P77612	Skylinc	P77862
Skylinc	P59972	Skylinc	P60030	Skylinc	P77613	Skylinc	P77863
Skylinc	P59973	Skylinc	P60031	Skylinc	P77614	Skylinc	P77864
Skylinc	P59974	Skylinc	P60032	Skylinc	P77615	Skylinc	P77865
Skylinc	P59975	Skylinc	P60033	Skylinc	P77616	Skylinc	P77866
Skylinc	P59976	Skylinc	P60034	Skylinc	P77617	Skylinc	P77867
Skylinc	P59977	Skylinc	P60035	Skylinc	P77618	Skylinc	P77870
Skylinc	P59978	Skylinc	P60036	Skylinc	P77619	Skylinc	P77871
Skylinc	P59979	Skylinc	P60037	Skylinc	P77809	Skylinc	P77872
Skylinc	P59980	Skylinc	P60038	Skylinc	P77810	Skylinc	P77873
Skylinc	P59981	Skylinc	P60039	Skylinc	P77811	Skylinc	P77874
Skylinc	P59982	Skylinc	P60040	Skylinc	P77812	Skylinc	P77875
Skylinc	P59983	Skylinc	P60041	Skylinc	P77816	Skylinc	P77876
Skylinc	P59984	Skylinc	P60042	Skylinc	P77819	Skylinc	P77877
Skylinc	P59985	Skylinc	P60043	Skylinc	P77820	Skylinc	P77878
Skylinc	P59986	Skylinc	P60044	Skylinc	P77821	Skylinc	P77879
Skylinc	P59987	Skylinc	P60045	Skylinc	P77822	Skylinc	P77880
Skylinc	P59988	Skylinc	P60047	Skylinc	P77823	Skylinc	P77881
Skylinc	P59989	Skylinc	P60048	Skylinc	P77824	Skylinc	P77882
Skylinc	P59990	Skylinc	P60049	Skylinc	P77825	Skylinc	P77883
Skylinc	P59991	Skylinc	P60050	Skylinc	P77826	Skylinc	P77884
Skylinc	P59992	Skylinc	P60051	Skylinc	P77827	Skylinc	P77885
Skylinc	P59993	Skylinc	P60052	Skylinc	P77828	Skylinc	P77886
Skylinc	P59994	Skylinc	P60053	Skylinc	P77829	Skylinc	P77887
Skylinc	P59996	Skylinc	P60054	Skylinc	P77830	Skylinc	P77888
Skylinc	P59997	Skylinc	P60055	Skylinc	P77831	Skylinc	P77889
Skylinc	P59998	Skylinc	P60056	Skylinc	P77832	Skylinc	P77890
Skylinc	P59999	Skylinc	P60057	Skylinc	P77833	Skylinc	P77892
Skylinc	P60000	Skylinc	P60059	Skylinc	P77834	Skylinc	P77893
Skylinc	P60001	Skylinc	P60060	Skylinc	P77835	Skylinc	P77891
Skylinc	P60002	Skylinc	P60061	Skylinc	P77836	Skylinc	P77895
Skylinc	P60003	Skylinc	P60062	Skylinc	P77837	Skylinc	P77896
Skylinc	P60004	Skylinc	P60063	Skylinc	P77838	Skylinc	P77897
Skylinc	P60005	Skylinc	P60064	Skylinc	P77839	Skylinc	P77898
Skylinc	P60006	Skylinc	P60065	Skylinc	P77840	Skylinc	P77899

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skylinc	P77900	Skylinc	P82082	Eagle's Nest	P15197
Skylinc	P77901	Skylinc	P82083	Eagle's Nest	P15198
Skylinc	P77903	Skylinc	P82084	Eagle's Nest	P15199
Skylinc	P77904	Skylinc	P82085	Eagle's Nest	P15200
Skylinc	P77905	Skylinc	P83301	Eagle's Nest	P15201
Skylinc	P77906	Skylinc	P83302	Eagle's Nest	P15202
Skylinc	P77907	Skylinc	P83303	Eagle's Nest	P15203
Skylinc	P77911	Skylinc	P83304	Eagle's Nest	P15204
Skylinc	P77914	Skylinc	P83305	Eagle's Nest	P15205
Skylinc	P77915	Skylinc	P83306	Eagle's Nest	P15206
Skylinc	P77916	Skylinc	P83307	Eagle's Nest	P15207
Skylinc	P77917	Skylinc	P83308	Eagle's Nest	P15208
Skylinc	P77918	Skylinc	P83309	Eagle's Nest	P15209
Skylinc	P77919	Skylinc	P83310	Eagle's Nest	P15210
Skylinc	P77920	Skylinc	P83311	Eagle's Nest	P15211
Skylinc	P80330	Skylinc	P83312	Eagle's Nest	P15212
Skylinc	P81213	Skylinc	P96064	Eagle's Nest	P15213
Skylinc	P81214	Skylinc	P99232	Eagle's Nest	P15215
Skylinc	P81215	Washington Park	P117627	Eagle's Nest	P15216
Skylinc	P81216	Washington Park	P117628	Eagle's Nest	P15217
Skylinc	P81218	Washington Park	P117629	Sunset Cove	P117662
Skylinc	P81220	Washington Park	P117630	Sunset Cove	P117663
Skylinc	P81222	Washington Park	P117631	Sunset Cove	P117664
Skylinc	P81223	Washington Park	P117632	Sunset Cove	P117665
Skylinc	P81224	Washington Park	P117633	Sunset Cove	P117666
Skylinc	P81225	Washington Park	P117634	Sunset Cove	P117667
Skylinc	P81226	Washington Park	P117635	Sunset Cove	P117668
Skylinc	P81227	Washington Park	P117636	Sunset Cove	P117669
Skylinc	P81228	Washington Park	P117637	Sunset Cove	P117670
Skylinc	P81229	Washington Park	P117638	Sunset Cove	P117671
Skylinc	P81230	Washington Park	P117639	Sunset Cove	P117672
Skylinc	P81231	Washington Park	P117640	Sunset Cove	P117673
Skylinc	P81232	Washington Park	P117641	Sunset Cove	P117675
Skylinc	P81233	Washington Park	P117642	Sunset Cove	P117676
Skylinc	P81234	Washington Park	P117643	Sunset Cove	P117678
Skylinc	P81235	Washington Park	P117644	Sunset Cove	P117679
Skylinc	P81236	Washington Park	P117645		
Skylinc	P81237	Washington Park	P117646		
Skylinc	P81238	Washington Park	P117647		
Skylinc	P81239	Washington Park	P117648		
Skylinc	P81240	Washington Park	P117649		
Skylinc	P81241	Washington Park	P117650		
Skylinc	P81242	Washington Park	P117651		
Skylinc	P81243	Washington Park	P117652		
Skylinc	P81244	Washington Park	P117653		
Skylinc	P81245	Washington Park	P117654		
Skylinc	P81246	Washington Park	P117655		
Skylinc	P81247	Washington Park	P117656		
Skylinc	P81248	Washington Park	P117657		
Skylinc	P81249	Washington Park	P117658		
Skylinc	P81250	Washington Park	P117659		
Skylinc	P81251	Washington Park	P117660		
Skylinc	P81252	Eagle's Nest	P101660		
Skylinc	P81253	Eagle's Nest	P126666		
Skylinc	P81254	Eagle's Nest	P15195		
Skylinc	P82081	Eagle's Nest	P15196		

Name	6020 122 T100	5020 122 38 E	5020 122 T1003	5086 T1021	Consent Ballot 122 38 D	Return 5020 122 42	5020 122 43	5086 122 44	5086 122 45	5020
M Brian Cladoosby Chairman Swinomish Tribe (WITH THE CONSENT OF THE CHAIRMAN)	100 000000000	100 000000000	100 000000000	100 000000000						
BILLY Susan E 122U000702 PAUL Charles 122U000378 WILBUR Vincent C 122U000420 LOOMIS Lorraine 122U000389						0 0328125000 0 0625000000 0 0625000000	0 0555555556	0 0714285714	0 0892857143	
SYLVESTER Bettina Joe 122U000612 for Himself and PER 25 CFR Part 162 013 1 JOE JR Robert Wayne 2 JOE Bradley 3 SYLVESTER Ida Joe 4 JOE Steven Randall							0 0925925925	0 1190478119	0 0595238095	
JOHNSTON Wilfred Guy 122U000877 for Himself and Per 25 CFR Part 162 013 1 JOE Mark W 2 JOHNSTON Robert Randy 3 JOHNSTON David William 4 SWINTON Rebecca Ann JOE Vernon A 122U000720							0 5000000000	0 2142857144	0 2878571429	
Superintendent Puget Sound Agency PER 25 CFR Part 162 013 Estate Minors								0 1007034634 0 2095238101		
HERNANDEZ Stephanie 120U000484 JOHNS Fleet Thunder Sky 121U000914 JOHNS Steven L 120U000695 DAY Ronald J 122U000304 DAY CURTISS Mary K 122U000770 JOHNS Lydia Cammette 120U000522 HILLAIRE SR Edward D 107U002358 JOHNS Lucille C 120U000239 Day Kevin 122U000302 RICE James D 122N200020 BOBB Brent J CLADOOSBY Martin 122U000289 CLADOOSBY MarVin 122U000290 CLADOOSBY Michelle Page 122U000294 CLADOOSBY Michael J 122U000283 CHAPMAN Andrea L (Bobb) BOBB Samantha Ina M Cayou as Legal Guardian for Samantha Bobb FLEMING Elaine 122U000552 BOB Brenda						0 0333333333 0 0333333334 0 0333333333 0 0116210938 0 0116210937 0 0333333333 0 0428710938 0 1666666667 0 0116210938 0 0232421875 0 4166666667 0 0012825522 0 0012825522 0 0012825522 0 0052083333 0 1866666667 0 2083333333 0 0232421875				
	100 000000000	100 000000000	100 000000000	100 000000000	1 000000000	0 6910872400	0 709876543	0 794354251	0 515873018	

LAST UPDATED 03/12/2013
LEORA CIRCLE

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38 D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X | ACCEPT the proposed amendment set out above

 | REJECT the proposed amendment set out above

Signature of Landowner

Brian Cladoosby

Printed Name of Landowner

M BRIAN CLADOOSBY, CHAIRMAN
SWINOMISH TRIBAL COMMUNITY

Current Address and Phone Number

11404 MOORAGE WAY
LA CONNER, WASHINGTON 98257

360/466 7205

DATE SIGNED

2-20-13

SWINOMISH TRIBAL TRACTS ON LEASES 5020 AND 5086
M BRIAN CLADOOSBY, CHAIRMAN
SWINOMISH TRIBAL COMMUNITY
11404 MOORAGE WAY
LA CONNER, WASHINGTON 98257

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

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The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50 6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50 6036% times \$19,400,000 00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817 098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000 00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000 00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000 00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29 200 000 00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000 00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

ACCEPT I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

Susan E. Bully

Printed Name of Landowner

Susan E. Bully

Current Address and Phone Number

POBx 1386

La Courne

Wash 98257

DATE SIGNED

2-7-13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

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The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

✓ 2216 I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

Charles H Paul

Printed Name of Landowner

Charles H Paul

Current Address and Phone Number

P.O. Box 2411

Taunton MA 01962

DATE SIGNED

2/7/13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

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**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 ✓ I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner Vincent C. Wilbur

Printed Name of Landowner Vincent C Wilbur

Current Address and Phone Number 15362 Adel Tsa Cinele

 La Conner, WA 98257

DATE SIGNED 2 - 7 - 2013

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

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122 43

Power of Attorney

I, Ida Sylvester (Principal's Name)

17384 Keech Lane apt a Laconner, Wa 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint
(Agent's Name) Bettina Sylvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The Joe Silghkadim Allotment at La Conner, Washington described as Land Area 122 Allotment 43, a Trust Parcel approximately 65 55 acres in size with platted residential lots The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the Joe Silghkadim Allotment at La Conner, Washington described as Land Area 122 Allotment 43

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

This Power of Attorney shall be effective on the date of 2-7-13

This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent

I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney mailed to

**Judith R Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201**

My Agent shall be paid no compensation for services pursuant to this Power of Attorney

This Power of Attorney shall be governed by the laws of the State of Washington

This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

Ilda Sybster
Principal's Signature

2-7-13
Date

Agreed to and Accepted by

Bethna Jue
Agent's Signature

2 7 13
Date

Steven R Jue
Witness #1

Steven R Jue
Printed Name of Witness

PO BOX 1163 LA Cune WA 98257
Address

Address

Bradley Jue
Witness #2

Brad Jue
Printed Name of Witness

P.O. Box 405
Address

Address

Power of Attorney

I, Tida Sylvester (Principal's Name)
17389 Keechikane apta LaConner, wa 98257 (Address)
 Being of sound mind and legal capacity, do hereby appoint _____
 (Agent's Name) Bettina Sylvester (Agent's Address)
 As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

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In Witness whereof, I have signed this Power of Attorney of my own free will

Ida Sylvester
Principal's Signature

2-7-13
Date

Agreed to and Accepted by

Bettina Joe Smith
Agent's Signature

2 7 13
Date

Steven R Joe
Witness #1

Steven R Joe
Printed Name of Witness

PO BOX 1163 LA Crosse WA 98257
Address

Address

Bradley Joe
Witness #2

Bradley Joe
Printed Name of Witness

P.O. Box 405
Address

Address

Power of Attorney

I, Steven R Joe (Principal's Name)
PO Box 1103 La Conner WA 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) Detting Sylvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

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[Handwritten Signature]
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

[Handwritten Signature]
Agent's Signature

2 7 13
Date

[Handwritten Signature]
Witness #1

Melba Rae Martin
Printed Name of Witness

PO Box 654
Address

LaConner WA 98257
Address

[Handwritten Signature]
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keech lane apt a
Address

LaConner, wa 98257
Address

Power of Attorney

I, Bradley Joe (Principal s Name)
17116 SW 201 - 201 Po Box 405 (Address)

Being of sound mind and legal capacity, do hereby appoint
(Agent s Name) Bethina Sky Sylvester (Agent s Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

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In Witness whereof, I have signed this Power of Attorney of my own free will

Bradley Joe
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Bettina Joe Spruett
Agent's Signature

2-7-13
Date

Melba Rae Martin
Witness #1

Melba Rae Martin
Printed Name of Witness

P.O. Box 6541
Address

LaConner WA 98257
Address

Ida Sylvester
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keeah Lane apt A
Address

LaConner, WA 98257
Address

Power of Attorney

I, Robert Joe Jr (Principal's Name)
Pc Box 405 11311 Ave A LeConner WA 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) BETINA SYLVESTER (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

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Ruby
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Betting Joe Sylvester
Agent's Signature

2-7-13
Date

Merla Rae Martin
Witness #1

Merla Rae Martin
Printed Name of Witness

PO Box 654
Address
Garconer WA 98557
Address

Bradley Jon
Witness #2

Bradley Jon
Printed Name of Witness

P.O. Box 405
Address

Address

122 44

Power of Attorney

I, Robert Joe Jr (Principal's Name)
11311 Ave A La Conner WA 98257 DOB 4-4-405 (Address)
 Being of sound mind and legal capacity, do hereby appoint _____
 (Agent's Name) BETINA SYLVESTER (Agent's Address)
 As my true and lawful attorney in fact, to act for me in my name, place, and stead and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The Watchmen Quailka Allotment at La Conner, Washington described as Land Area 122 Allotment 44, a Trust Parcel approximately 48.15 acres in size with platted residential lots. The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the Watchmen Quailka Allotment at La Conner, Washington described as Land Area 122 Allotment 44

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

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[Signature]
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

[Signature]
Agent's Signature

2-7-13
Date

[Signature]
Witness #1

Marla Rae Martin
Printed Name of Witness

PO Box 654
Address

LaConner WA 98257
Address

[Signature]
Witness #2

Bradley Joe
Printed Name of Witness

PO Box 405
Address

Address

Power of Attorney

I, Bradley Jap (Principal's Name)
17116 Squi Squi P.O. Box 405 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) Bethina Sylvestre (Agent's Address)

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This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

Bradley Jon
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Betting Joe Smith
Agent's Signature

2-7-13
Date

Melba Rae Martin
Witness #1

Melba Rae Martin
Printed Name of Witness

PO Box 654
Address
LaConner WA 98251
Address

Ida Sylvester
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keeah Lane apt a
Address
LaConner, WA 98257
Address

Power of Attorney

I, Ida Sylvester (Principal's Name)
17389 Veah Lake apt a LaConner, wa 98257 (Address)
 Being of sound mind and legal capacity, do hereby appoint
 (Agent's Name) Bettina Sylvester (Agent's Address)
 As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The Watchmen Quailka Allotment at La Conner, Washington described as Land Area 122 Allotment 44, a Trust Parcel approximately 48.15 acres in size with platted residential lots. The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the Watchmen Quailka Allotment at La Conner, Washington described as Land Area 122 Allotment 44

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

This Power of Attorney shall be effective on the date of 2-7-13

This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent

I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency. The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney mailed to

Judith R. Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201

My Agent shall be paid no compensation for services pursuant to this Power of Attorney

/

This Power of Attorney shall be governed by the laws of the State of Washington

This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

Wla Sfoester
Principal's Signature

2-7-13
Date

Agreed to and Accepted by

Bethena Joe
Agent's Signature

2-7-13
Date

Steven R Joe
Witness #1

Steven R Joe
Printed Name of Witness

PO Box 1143 LACme WA 98257
Address

Address

Bradley Joe
Witness #2

Bradley Joe
Printed Name of Witness

PO Box 405
Address

Address

Power of Attorney

I, Steven R Joe (Principal's Name)
Bethesda WA PO Box 1163 La Conner WA 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) Bettina Sylvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The Watchmen Quailka Allotment at La Conner, Washington described as Land Area 122 Allotment 44, a Trust Parcel approximately 48.15 acres in size with platted residential lots. The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

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Judith R. Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201

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In Witness whereof, I have signed this Power of Attorney of my own free will

JARQ Principal's Signature 2/7/13 Date

Agreed to and Accepted by

Bethina Syntha Jee Agent's Signature 2 7 13 Date

Melva Rae Martin
Witness #1

Melva Rae Martin
Printed Name of Witness

PO Box 654
Address
LaConner WA 98257
Address

Ida Sylvester
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keech Lane apta
Address
LaConner, WA 98257
Address

122 45

Power of Attorney

I, Wila Silvester (Principal's Name)

1738A Klah Lane apt a LaConner, WA 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint
(Agent's Name) Betina Silvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45, a Trust Parcel approximately 59 80 acres in size with platted residential lots The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

This Power of Attorney shall be effective on the date of 2-7-13

This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent

I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney mailed to

**Judith R Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201**

My Agent shall be paid no compensation for services pursuant to this Power of Attorney

This Power of Attorney shall be governed by the laws of the State of Washington

This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

Ida S. [Signature]
Principal's Signature

2-7-13
Date

Agreed to and Accepted by

Bethina Joe Sypert
Agent's Signature

2-7-13
Date

Melba Rae Martin
Witness #1

Melba Rae Martin
Printed Name of Witness

PO Box 654
Address
Lalander WA 98257
Address

Jerry C. Circle
Witness #2

LEORA C CIRCLE
Printed Name of Witness

BIA, PULLET SOUND AGENCY
Address
EVERETT WA 98201
Address

Power of Attorney

I, Robert Joe Jr (Principal's Name)

11311 Ave A LaConner WA 98227 PO Box 405 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) BETTINA Sylveste (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45, a Trust Parcel approximately 59 80 acres in size with platted residential lots The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

This Power of Attorney shall be effective on the date of 27/13

This Power of Attorney shall remain in effect in the event that I should become or be declared disabled incapacitated or incompetent

I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney mailed to

**Judith R Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201**

My Agent shall be paid no compensation for services pursuant to this Power of Attorney

This Power of Attorney shall be governed by the laws of the State of Washington

This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

[Signature]
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Bethina Joe August
Agent's Signature

2-7-13
Date

Maria Rae Martin
Witness #1

Maria Rae Martin
Printed Name of Witness

PO Box 6521
Address

LaConner WA 98257
Address

Bradley Joe
Witness #2

Bradley Joe
Printed Name of Witness

PO Box 405
Address

Address

Power of Attorney

I Bradley Joe (Principal's Name)
17116 SW 1st Av. La Conner Po Box 405 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) Bettina Sylvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45, a Trust Parcel approximately 59.80 acres in size with platted residential lots. The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

The following property, interests, or rights shall be subject to this Power of Attorney

Limited to the McCoy (Gilpouse) Allotment at La Conner, Washington described as Land Area 122 Allotment 45

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors

This Power of Attorney shall be effective on the date of 2/7/2013

This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent

I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency. The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney mailed to

Judith R. Joseph, Superintendent
Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201

My Agent shall be paid no compensation for services pursuant to this Power of Attorney

This Power of Attorney shall be governed by the laws of the State of Washington

This Power of Attorney signed by me automatically revokes any Power of Attorney signed by me prior to the date signed below

In Witness whereof, I have signed this Power of Attorney of my own free will

Bradly Joe
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Bettina Joe Spink
Agent's Signature

2-7-13
Date

Marla Rae Martin
Witness #1

Marla Rae Martin
Printed Name of Witness

PO Box 654
Address
LaConner WA 98257
Address

Ida Sylvester
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keeah Lane Apt A
Address
LaConner, WA 98257
Address

Power of Attorney

I, Steven R June (Principal's Name)
PO Box 1163 La Conner WA 98257 (Address)

Being of sound mind and legal capacity, do hereby appoint _____
(Agent's Name) Bethns Sylvester (Agent's Address)

As my true and lawful attorney in fact, to act for me in my name, place, and stead, and on my behalf to do and perform the following

Perform every act necessary and requisite to assist in the leasing of property described as

The McCoy (Gilpauze) Allotment at La Conner, Washington described as Land Area 122 Allotment 45, a Trust Parcel approximately 59.80 acres in size with platted residential lots. The Trust property is located on the Swinomish Reservation in Skagit County, State of Washington

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In Witness whereof, I have signed this Power of Attorney of my own free will

JARJ
Principal's Signature

2/7/13
Date

Agreed to and Accepted by

Bettina Joe Smith
Agent's Signature

2-7-13
Date

Melba Rae Martin
Witness #1

Melba Rae Martin
Printed Name of Witness

PO Box 654
Address

LaConner WA 98257
Address

Ida Sylvester
Witness #2

Ida Sylvester
Printed Name of Witness

17389 Keen Lane apt a
Address

LaConner, wa 98257
Address

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Wilfred A Johnson

Printed Name of Landowner

WILFRED A Johnson

Current Address and Phone Number

360-466-2328

DATE SIGNED

2-7-13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

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**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

Yes I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

Vernon A. Joe

Printed Name of Landowner

Vernon A. Joe

Current Address and Phone Number

9425-11th Ave SW

Seattle, WA

98106-2907

DATE SIGNED

2/7/13.

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

✓ Yes I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner Stephanie N. Hernandez

Printed Name of Landowner Stephanie N Hernandez

Current Address and Phone Number N 450 Hwy 106
Shelton Wash 98584
360-229-8098

DATE SIGNED 02/12/13

STEPHANIE N HERNANDEZ
N 450 STATE ROUTE 106
SHELTON, WA 98584

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

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CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Fleet Johns

Printed Name of Landowner

Fleet Johns

Current Address and Phone Number

E. 3690 Hwy X 106
Union, wa 98592

DATE SIGNED

2-8-13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

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**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Steven Johns
Steven Johns

Printed Name of Landowner

Current Address and Phone Number

E. 3690 Hwy 106
UNION, WA 98592

DATE SIGNED

2-13-13

STEVEN L JOHNS
E 3690 Hwy 106
UNION, WA 98592

CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086

Please check the appropriate line

 ✓ I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Ronald J Day

Printed Name of Landowner

RONALD J. DAY

Current Address and Phone Number

9448 OLSON PL SW

SEATTLE, WA 98106

206-763-2343

DATE SIGNED

2-13-13

RONALD J DAY
9448 OLSON PL SW
SEATTLE, WA 98106

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086). Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021.

The proposed Lease Amendment language:

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No. 5020 and 5086. The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No. 5020) and 07/01/2014 (Lease No. 5086), and for no other reason or time:

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos. 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change").

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows:

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee.

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period.

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00. The remaining provisions of Leases No. 5020 and 5086 shall remain in full force and effect. This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No. 5020) and 2014 – 2023 (Lease No. 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

MC ACCEPT the proposed amendment set out above

_____ REJECT the proposed amendment set out above

Signature of Landowner

Mary Day Curtiss

Printed Name of Landowner

Mary Day Curtiss

Current Address and Phone Number

15719 4th Ave S #1-22

Burien, WA 98148

DATE SIGNED

02.14.13

MARY K DAY-CURTISS
15719 4TH AVE SOUTH #1-22
BURIEN, WA 98148

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner

Lydia C. Johns

Printed Name of Landowner

Lydia C. Johns

Current Address and Phone Number

40 N. ENATAH Ct

Shelton, Wa. 98584

(360) 451-3177

DATE SIGNED

2/15/13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

Yes I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

Edward D Hillaire SR

Printed Name of Landowner

EDWARD D HILLAIRE SR.

Current Address and Phone Number

3687 SLATER RD

FERNDAL WASH.

98248-

DATE SIGNED

FEB. 15 2013

EDWARD D HILLAIRE
3687 SLATER RD
FERNDAL, WA 98248

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner Lucille C Johns

Printed Name of Landowner Lucille C Johns

Current Address and Phone Number PO Box 1855
Shelton, Washington 98584
360-877-5285

DATE SIGNED Feb. 19, 2013

LUCILLE C JOHNS
PO BOX 1855
SHELTON, WA 98584

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Kevin J Day

Printed Name of Landowner

KEVIN J DAY

Current Address and Phone Number

17131 Squi-@wi Lane

LAC WA

360-630 5044

DATE SIGNED

2-20-13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086). Those properties include Trust Parcels 122 38-D, 122 41, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021.

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No. 5020 and 5086. The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 5 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No. 5020) and 07/01/2014 (Lease No. 5086), and for no other reason or time.

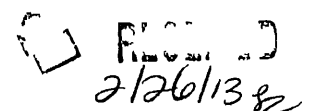
The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos. 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change").

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows:

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee.

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period.

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00. The remaining provisions of Leases No. 5020 and 5086 shall remain in full force and effect. This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No. 5020) and 2014 – 2023 (Lease No. 5086), and for no other

 A handwritten signature and date, "2/26/13", with a checkmark-like symbol to the left.

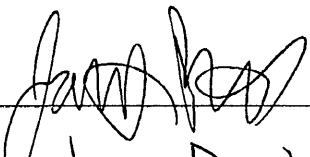
**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner



Printed Name of Landowner

James David Rice II

Current Address and Phone Number

293 Beech st.

1(360) 342-6117

DATE SIGNED

2/20/2013

JAMES D RICE
293 BEECH ST
LONGVIEW, WA 98632

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50 6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50 6036% times \$19,400,000 00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817 098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000 00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000 00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000 00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000 00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000 00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Brent Bobb

Printed Name of Landowner

Brent Bobb

Current Address and Phone Number

~~1742~~ Po Box 954

LA Conner WA 98257

2/21/13

DATE SIGNED

Brent Bobb

CONSENT BALLOT

PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
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**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 X I ACCEPT the proposed amendment set out above

 I REJECT the proposed amendment set out above

Signature of Landowner

Martin P. Cladoosby

Printed Name of Landowner

MARTIN P. CLADOOSBY

Current Address and Phone Number

17466 Pioneer Pk, wy

La Conner, wash 98257

360-466-4241

DATE SIGNED

2-20-13

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

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- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
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The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

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CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086

Please check the appropriate line

 ✓ I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

 Andre K. Dubose
 ~~Marvin K. Dubose~~ MKC

Printed Name of Landowner

 Marvin K. Dubose

Current Address and Phone Number

 11250 Siqui-siqui CT
 360-~~5630~~ 5589 H/n
 760-982-0484 cell #

DATE SIGNED

 Andre K. Dubose

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38 D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

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The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

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**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner

Michelle A Cladoosby

Printed Name of Landowner

Michelle A Cladoosby

Current Address and Phone Number

17500 Front St LaConner WA 98257

(360) 333-4609

DATE SIGNED

2-20-13

MICHELE A CLADOOSBY
17500 FRONT ST
LACONNER WA 98257



**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

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The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50 6036% times \$19,400,000 00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817 098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000 00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000 00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000 00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease and that this \$29,200 000 00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000 00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

 ✓ | ACCEPT the proposed amendment set out above

 | REJECT the proposed amendment set out above

Signature of Landowner

Michael J Cladonby

Printed Name of Landowner

Michael J Cladonby

Current Address and Phone Number

17466 Grouner Park Way

2ACONNER WA 98257

360 466 4243

DATE SIGNED

2-20-13

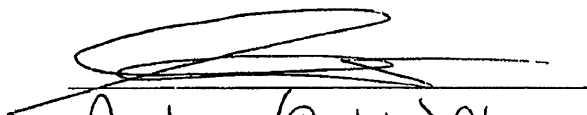
**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner



Printed Name of Landowner

Andrea (Bobbo) Chapman

Current Address and Phone Number

Po Box 57 Lake Errock BC

VOM-1NO

DATE SIGNED

February 19 2013

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

✓ I ACCEPT the proposed amendment set out above

_____ I REJECT the proposed amendment set out above

Signature of Landowner

Ina M Cayon

Printed Name of Landowner

Ina M Cayon - Legal Guardian for Samantha Bobb

Current Address and Phone Number

11316 Ave A

La Conner, Wash

98257

DATE SIGNED

Ina Cayon - 2-21-13

CONSENT BALLOT

PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner

Elaine G. Fleming

Printed Name of Landowner

Elaine G. Fleming

Current Address and Phone Number

1465 Baltimore St. #9
Longview, Washington
apt 98632
(360.560.3627)

DATE SIGNED

02 12 13

ELAINE G FLEMING
1465 BALTIMORE STREET APT #9
LONGVIEW, WA 98632-1660

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

I am receiving this consent ballot as a Trust Landowner of Record for properties under Master Lease to the Shelter Bay Company on the Swinomish Indian Reservation (Leases 5020 and 5086) Those properties include Trust Parcels 122 38-D, 122 42, 122 43, 122 44, 122 45, and the Swinomish Tribe Tracts 122 T100, T1003, T1021

The proposed Lease Amendment language

The Indian owners of Trust and Restricted lands and Shelter Bay Company enter into the following amendment of Business Leases No 5020 and 5086 The Indian owners and Shelter Bay Company hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 07/01/2013 (Lease No 5020) and 07/01/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the "Shelter Bay Adjustment Index" (identified as Exhibit 1 of 2013 Amendment to Business Lease Nos 5020 and 5086) as contained in the Skagit County Assessor's 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in the Amendment as the "Index Percentage Change")

The Parties further agree that the 7/01/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/01/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator's value for 7/01/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/01/2013 for purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/01/2013 value of \$29,200,000.00 The remaining provisions of Leases No 5020 and 5086 shall remain in full force and effect This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No 5020) and 2014 – 2023 (Lease No 5086), and for no other

**CONSENT BALLOT
PROPOSED LEASE AMENDMENT FOR SHELTER BAY LEASES NOS 5020 AND 5086**

Please check the appropriate line

I ACCEPT the proposed amendment set out above

I REJECT the proposed amendment set out above

Signature of Landowner

Brenda Bob

Printed Name of Landowner

Brenda Bob

Current Address and Phone Number

360-854-8806

P.O. Box 617

LaConner WA 98257

DATE SIGNED

2-28-13



shelter bay company
Resolution 12-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF
SHELTER BAY COMPANY APPROVING THE
AMENDMENT OF BUSINESS LEASES 5020 AND 5086
AGREEING TO AN INDEX-BASED APPROACH FOR
DETERMINING THE 2013 LAND VALUE AND
THE SUBSEQUENT RENT ADJUSTMENT,
ALLOWING FOR THE CONVEYANCE
OF THAT INFORMATION TO
SHELTER BAY COMMUNITY, INC ,
AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Shelter Bay Company has entered into Business Lease Nos 5020 and 5086 with the Indian Owners of certain tribal and allotted lands which comprise the Shelter Bay leased lands, and

WHEREAS, Section 6 of the Business Leases establishes the Rental Adjustment method during the term of the lease and calls for the mutual agreement of the findings of a professional real-estate appraisal-evaluator for determining the fair market value of the unimproved land or the matter shall proceed to arbitration, and

WHEREAS, following the appraisal/arbitration proceedings held in November of 2007 to determine the 2003 Rental Adjustment, the Shelter Bay Board of Directors made it a goal to reach an agreed upon land value for the 2013 Rent Adjustment without incurring the costs of the appraisal and possible subsequent arbitration, and

WHEREAS, on September 8, 2011, the Swinomish Indian Tribe presented Shelter Bay Company with a practical method to revalue the leased land utilizing the change in assessed values from 2003 to 2013 for comparable residential subdivisions in order to reach an "Index Percentage Change" to apply to Shelter Bay's 2003 unimproved leased land value of \$19.4 Million, and

WHEREAS, the Shelter Bay Company Board of Directors has determined the use of the index-based approach, as presented by the Swinomish Indian Tribe, to be a fair method for calculating the 2013 Rental Adjustment under the Master Leases for the period July 1, 2013 to June 30, 2023, and

WHEREAS, such a change in determining the Rental Adjustment will require an Amendment to Business Lease Nos 5020 and 5086

NOW, THEREFORE, be it resolved by the Board of Directors of Shelter Bay Company as follows

Section 1 Shelter Bay Company hereby approves the attached Amendment of Business Leases 5020 and 5086, including Exhibit 1 containing the Adjustment Index Parcel Numbers, for purposes of determining the 2013 Rental Adjustment

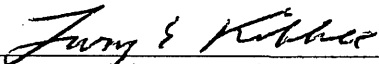
Section 2 Shelter Bay Company will convey to Shelter Bay Community, Inc that the Leased Land Value for Shelter Bay, to be used in determining the rent under the Master Leases for the period July 1, 2013 to July 1, 2023, is \$29.2 Million

Section 3 This Resolution becomes effective immediately at the date and time of its passage and approval

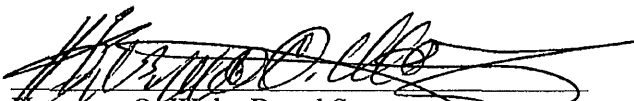
Passed and adopted this 27th day of December, 2012 at 4:20 p.m.

SHELTER BAY COMPANY 

ATTEST



Larry E. Kibbee, Board President


Hermann O. Wolz, Board Secretary

AMENDMENT OF BUSINESS LEASES NOS. 5020 AND 5086

The Indian owners of trust and restricted lands and Shelter Bay Company enter into the following amendment of Business Leases Nos 5020 and 5086 (referred to in this Amendment as “the Lease”) The Indian owners and Shelter Bay Company (referred to in this Amendment as “Party or Parties”) hereby agree that the second paragraph of Section 6 of the Lease is hereby deleted and replaced by the following, solely for purposes of adjusting the annual rental effective 7/1/2013 (Lease No 5020) and 7/1/2014 (Lease No 5086), and for no other reason or time

The Parties agree that the percent change in the value of the parcels constituting the “Shelter Bay Adjustment Index” (identified on the attached Exhibit 1 to this amendment) as contained in the Skagit County Assessor’s 2003 (Tax Year 2004) and 2012 (Tax Year 2013) assessed value data is 50.6036% (referred to in this Amendment as the “Index Percentage Change”)

The Parties further agree that the 7/1/2013 fair market value of fee title to the leased premises, based on unimproved land values, is fairly and reasonably calculated as follows

- (a) by multiplying the Index Percentage Change of 50.6036% times \$19,400,000.00 (which is the value of the leased premises effective 7/1/2003 as determined by the Arbitrator on January 23, 2008 in *In the Matter of Minimum Annual Rent Adjustment for Shelter Bay Leases 5020 and 5086*), equaling \$9,817,098, and
- (b) by then adding the resulting sum of \$9,817,098 to the \$19,400,000.00, equaling \$29,217,098, which the Parties have further agreed to round to \$29,200,000.00, in order to be consistent with the Arbitrator’s value for 7/1/2003 and to facilitate administration of the lease by Lessee

The Parties further agree that \$29,200,000.00 shall be considered the appraised fair market value of fee title to the leased premises, based on unimproved land values as of 7/1/2013 for

purposes of the first paragraph of Section 6 of the Lease, and that this \$29,200,000.00 value shall establish the annual rental to be paid by Lessee for the ensuing period

The Parties shall bear all of their own costs of analyzing, developing, calculating, utilizing and communicating the "Shelter Bay Adjustment Index," the Index Percentage Change and the adjusted 7/1/2013 value of \$29,200,000.00. The remaining provisions of Leases Nos. 5020 and 5086 shall remain in full force and effect. This amendment is effective only for adjustment of the rental rates to be paid for the period 2013 – 2022 (Lease No. 5020) and 2014 – 2023 (Lease No. 5086), and for no other

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P102305	Skyline	P59035	Skyline	P59094	Skyline	P59155
Skyline	P102731	Skyline	P59036	Skyline	P59095	Skyline	P59156
Skyline	P102732	Skyline	P59037	Skyline	P59096	Skyline	P59157
Skyline	P102733	Skyline	P59038	Skyline	P59097	Skyline	P59158
Skyline	P102734	Skyline	P59039	Skyline	P59098	Skyline	P59159
Skyline	P102735	Skyline	P59040	Skyline	P59099	Skyline	P59160
Skyline	P102736	Skyline	P59041	Skyline	P59100	Skyline	P59161
Skyline	P102739	Skyline	P59042	Skyline	P59101	Skyline	P59162
Skyline	P102740	Skyline	P59043	Skyline	P59102	Skyline	P59163
Skyline	P102741	Skyline	P59045	Skyline	P59103	Skyline	P59164
Skyline	P102742	Skyline	P59046	Skyline	P59104	Skyline	P59165
Skyline	P102743	Skyline	P59047	Skyline	P59105	Skyline	P59166
Skyline	P102744	Skyline	P59048	Skyline	P59108	Skyline	P59167
Skyline	P102745	Skyline	P59049	Skyline	P59111	Skyline	P59168
Skyline	P102746	Skyline	P59050	Skyline	P59112	Skyline	P59169
Skyline	P102747	Skyline	P59051	Skyline	P59113	Skyline	P59170
Skyline	P102748	Skyline	P59052	Skyline	P59114	Skyline	P59171
Skyline	P102749	Skyline	P59053	Skyline	P59115	Skyline	P59172
Skyline	P102750	Skyline	P59054	Skyline	P59116	Skyline	P59173
Skyline	P102751	Skyline	P59055	Skyline	P59117	Skyline	P59174
Skyline	P104562	Skyline	P59056	Skyline	P59118	Skyline	P59175
Skyline	P107950	Skyline	P59057	Skyline	P59120	Skyline	P59176
Skyline	P112621	Skyline	P59058	Skyline	P59121	Skyline	P59177
Skyline	P112622	Skyline	P59059	Skyline	P59122	Skyline	P59178
Skyline	P112623	Skyline	P59060	Skyline	P59123	Skyline	P59179
Skyline	P112624	Skyline	P59061	Skyline	P59124	Skyline	P59180
Skyline	P113955	Skyline	P59062	Skyline	P59125	Skyline	P59181
Skyline	P124156	Skyline	P59063	Skyline	P59126	Skyline	P59182
Skyline	P124157	Skyline	P59064	Skyline	P59127	Skyline	P59183
Skyline	P127482	Skyline	P59065	Skyline	P59128	Skyline	P59184
Skyline	P59006	Skyline	P59066	Skyline	P59129	Skyline	P59185
Skyline	P59007	Skyline	P59067	Skyline	P59130	Skyline	P59186
Skyline	P59008	Skyline	P59068	Skyline	P59131	Skyline	P59187
Skyline	P59009	Skyline	P59069	Skyline	P59132	Skyline	P59188
Skyline	P59013	Skyline	P59070	Skyline	P59133	Skyline	P59189
Skyline	P59014	Skyline	P59072	Skyline	P59134	Skyline	P59190
Skyline	P59015	Skyline	P59073	Skyline	P59135	Skyline	P59191
Skyline	P59016	Skyline	P59074	Skyline	P59136	Skyline	P59192
Skyline	P59017	Skyline	P59075	Skyline	P59137	Skyline	P59193
Skyline	P59018	Skyline	P59076	Skyline	P59138	Skyline	P59194
Skyline	P59019	Skyline	P59077	Skyline	P59139	Skyline	P59195
Skyline	P59020	Skyline	P59078	Skyline	P59140	Skyline	P59196
Skyline	P59021	Skyline	P59079	Skyline	P59141	Skyline	P59197
Skyline	P59022	Skyline	P59080	Skyline	P59142	Skyline	P59198
Skyline	P59023	Skyline	P59081	Skyline	P59143	Skyline	P59199
Skyline	P59024	Skyline	P59083	Skyline	P59144	Skyline	P59200
Skyline	P59025	Skyline	P59084	Skyline	P59145	Skyline	P59201
Skyline	P59026	Skyline	P59085	Skyline	P59146	Skyline	P59202
Skyline	P59027	Skyline	P59086	Skyline	P59147	Skyline	P59203
Skyline	P59028	Skyline	P59087	Skyline	P59148	Skyline	P59204
Skyline	P59029	Skyline	P59088	Skyline	P59149	Skyline	P59205
Skyline	P59030	Skyline	P59089	Skyline	P59150	Skyline	P59206
Skyline	P59031	Skyline	P59090	Skyline	P59151	Skyline	P59207
Skyline	P59032	Skyline	P59091	Skyline	P59152	Skyline	P59208
Skyline	P59033	Skyline	P59092	Skyline	P59153	Skyline	P59209
Skyline	P59034	Skyline	P59093	Skyline	P59154	Skyline	P59210

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59211	Skyline	P59268	Skyline	P59327	Skyline	P59384
Skyline	P59212	Skyline	P59269	Skyline	P59328	Skyline	P59385
Skyline	P59214	Skyline	P59270	Skyline	P59329	Skyline	P59386
Skyline	P59215	Skyline	P59271	Skyline	P59330	Skyline	P59387
Skyline	P59216	Skyline	P59272	Skyline	P59331	Skyline	P59388
Skyline	P59217	Skyline	P59273	Skyline	P59332	Skyline	P59389
Skyline	P59218	Skyline	P59274	Skyline	P59333	Skyline	P59390
Skyline	P59219	Skyline	P59275	Skyline	P59335	Skyline	P59391
Skyline	P59220	Skyline	P59276	Skyline	P59336	Skyline	P59392
Skyline	P59221	Skyline	P59277	Skyline	P59337	Skyline	P59393
Skyline	P59222	Skyline	P59278	Skyline	P59338	Skyline	P59394
Skyline	P59223	Skyline	P59279	Skyline	P59339	Skyline	P59395
Skyline	P59224	Skyline	P59280	Skyline	P59340	Skyline	P59396
Skyline	P59225	Skyline	P59281	Skyline	P59341	Skyline	P59398
Skyline	P59226	Skyline	P59282	Skyline	P59342	Skyline	P59399
Skyline	P59227	Skyline	P59283	Skyline	P59343	Skyline	P59400
Skyline	P59228	Skyline	P59284	Skyline	P59344	Skyline	P59402
Skyline	P59229	Skyline	P59285	Skyline	P59345	Skyline	P59404
Skyline	P59230	Skyline	P59286	Skyline	P59346	Skyline	P59405
Skyline	P59231	Skyline	P59287	Skyline	P59347	Skyline	P59406
Skyline	P59232	Skyline	P59288	Skyline	P59348	Skyline	P59407
Skyline	P59233	Skyline	P59290	Skyline	P59349	Skyline	P59408
Skyline	P59234	Skyline	P59291	Skyline	P59350	Skyline	P59409
Skyline	P59235	Skyline	P59292	Skyline	P59351	Skyline	P59410
Skyline	P59236	Skyline	P59293	Skyline	P59352	Skyline	P59411
Skyline	P59237	Skyline	P59294	Skyline	P59353	Skyline	P59412
Skyline	P59238	Skyline	P59295	Skyline	P59354	Skyline	P59413
Skyline	P59239	Skyline	P59296	Skyline	P59355	Skyline	P59414
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Skyline	P59241	Skyline	P59298	Skyline	P59357	Skyline	P59416
Skyline	P59242	Skyline	P59299	Skyline	P59358	Skyline	P59417
Skyline	P59243	Skyline	P59301	Skyline	P59359	Skyline	P59418
Skyline	P59244	Skyline	P59303	Skyline	P59360	Skyline	P59420
Skyline	P59245	Skyline	P59304	Skyline	P59361	Skyline	P59421
Skyline	P59246	Skyline	P59305	Skyline	P59362	Skyline	P59422
Skyline	P59247	Skyline	P59306	Skyline	P59363	Skyline	P59423
Skyline	P59248	Skyline	P59307	Skyline	P59364	Skyline	P59424
Skyline	P59249	Skyline	P59308	Skyline	P59365	Skyline	P59425
Skyline	P59250	Skyline	P59309	Skyline	P59366	Skyline	P59426
Skyline	P59251	Skyline	P59310	Skyline	P59367	Skyline	P59427
Skyline	P59252	Skyline	P59311	Skyline	P59368	Skyline	P59428
Skyline	P59253	Skyline	P59312	Skyline	P59369	Skyline	P59429
Skyline	P59254	Skyline	P59313	Skyline	P59370	Skyline	P59430
Skyline	P59255	Skyline	P59314	Skyline	P59371	Skyline	P59431
Skyline	P59256	Skyline	P59315	Skyline	P59372	Skyline	P59432
Skyline	P59257	Skyline	P59316	Skyline	P59373	Skyline	P59433
Skyline	P59258	Skyline	P59317	Skyline	P59374	Skyline	P59434
Skyline	P59259	Skyline	P59318	Skyline	P59375	Skyline	P59435
Skyline	P59260	Skyline	P59319	Skyline	P59376	Skyline	P59436
Skyline	P59261	Skyline	P59320	Skyline	P59377	Skyline	P59439
Skyline	P59262	Skyline	P59321	Skyline	P59378	Skyline	P59440
Skyline	P59263	Skyline	P59322	Skyline	P59379	Skyline	P59441
Skyline	P59264	Skyline	P59323	Skyline	P59380	Skyline	P59442
Skyline	P59265	Skyline	P59324	Skyline	P59381	Skyline	P59443
Skyline	P59266	Skyline	P59325	Skyline	P59382	Skyline	P59444
Skyline	P59267	Skyline	P59326	Skyline	P59383	Skyline	P59445

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59446	Skyline	P59520	Skyline	P59601	Skyline	P59660
Skyline	P59447	Skyline	P59521	Skyline	P59602	Skyline	P59661
Skyline	P59448	Skyline	P59522	Skyline	P59603	Skyline	P59662
Skyline	P59450	Skyline	P59523	Skyline	P59604	Skyline	P59663
Skyline	P59451	Skyline	P59525	Skyline	P59605	Skyline	P59664
Skyline	P59453	Skyline	P59526	Skyline	P59606	Skyline	P59665
Skyline	P59454	Skyline	P59527	Skyline	P59607	Skyline	P59666
Skyline	P59455	Skyline	P59529	Skyline	P59608	Skyline	P59667
Skyline	P59456	Skyline	P59530	Skyline	P59609	Skyline	P59668
Skyline	P59457	Skyline	P59531	Skyline	P59610	Skyline	P59669
Skyline	P59459	Skyline	P59534	Skyline	P59611	Skyline	P59670
Skyline	P59460	Skyline	P59537	Skyline	P59612	Skyline	P59671
Skyline	P59461	Skyline	P59538	Skyline	P59613	Skyline	P59672
Skyline	P59462	Skyline	P59540	Skyline	P59614	Skyline	P59673
Skyline	P59463	Skyline	P59541	Skyline	P59615	Skyline	P59674
Skyline	P59465	Skyline	P59543	Skyline	P59616	Skyline	P59676
Skyline	P59466	Skyline	P59544	Skyline	P59617	Skyline	P59677
Skyline	P59467	Skyline	P59546	Skyline	P59619	Skyline	P59678
Skyline	P59468	Skyline	P59548	Skyline	P59620	Skyline	P59679
Skyline	P59469	Skyline	P59549	Skyline	P59621	Skyline	P59680
Skyline	P59470	Skyline	P59550	Skyline	P59622	Skyline	P59681
Skyline	P59471	Skyline	P59551	Skyline	P59623	Skyline	P59682
Skyline	P59472	Skyline	P59555	Skyline	P59624	Skyline	P59683
Skyline	P59473	Skyline	P59561	Skyline	P59625	Skyline	P59684
Skyline	P59474	Skyline	P59565	Skyline	P59626	Skyline	P59685
Skyline	P59475	Skyline	P59567	Skyline	P59627	Skyline	P59686
Skyline	P59477	Skyline	P59568	Skyline	P59628	Skyline	P59687
Skyline	P59478	Skyline	P59570	Skyline	P59629	Skyline	P59688
Skyline	P59479	Skyline	P59571	Skyline	P59630	Skyline	P59690
Skyline	P59480	Skyline	P59572	Skyline	P59631	Skyline	P59691
Skyline	P59483	Skyline	P59573	Skyline	P59632	Skyline	P59692
Skyline	P59484	Skyline	P59574	Skyline	P59633	Skyline	P59693
Skyline	P59485	Skyline	P59575	Skyline	P59634	Skyline	P59694
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Skyline	P59489	Skyline	P59577	Skyline	P59636	Skyline	P59696
Skyline	P59491	Skyline	P59578	Skyline	P59637	Skyline	P59697
Skyline	P59492	Skyline	P59579	Skyline	P59638	Skyline	P59698
Skyline	P59493	Skyline	P59580	Skyline	P59639	Skyline	P59699
Skyline	P59494	Skyline	P59581	Skyline	P59640	Skyline	P59700
Skyline	P59495	Skyline	P59582	Skyline	P59641	Skyline	P59701
Skyline	P59496	Skyline	P59583	Skyline	P59642	Skyline	P59702
Skyline	P59497	Skyline	P59584	Skyline	P59643	Skyline	P59703
Skyline	P59498	Skyline	P59585	Skyline	P59644	Skyline	P59704
Skyline	P59499	Skyline	P59586	Skyline	P59645	Skyline	P59705
Skyline	P59500	Skyline	P59587	Skyline	P59646	Skyline	P59706
Skyline	P59501	Skyline	P59588	Skyline	P59647	Skyline	P59707
Skyline	P59502	Skyline	P59589	Skyline	P59650	Skyline	P59708
Skyline	P59503	Skyline	P59590	Skyline	P59651	Skyline	P59709
Skyline	P59506	Skyline	P59591	Skyline	P59652	Skyline	P59710
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Skyline	P59509	Skyline	P59593	Skyline	P59654	Skyline	P59712
Skyline	P59515	Skyline	P59594	Skyline	P59655	Skyline	P59713
Skyline	P59516	Skyline	P59595	Skyline	P59656	Skyline	P59714
Skyline	P59517	Skyline	P59596	Skyline	P59657	Skyline	P59715
Skyline	P59518	Skyline	P59599	Skyline	P59658	Skyline	P59716
Skyline	P59519	Skyline	P59600	Skyline	P59659	Skyline	P59717

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59718	Skyline	P59777	Skyline	P59835	Skyline	P59894
Skyline	P59719	Skyline	P59778	Skyline	P59836	Skyline	P59895
Skyline	P59720	Skyline	P59779	Skyline	P59838	Skyline	P59896
Skyline	P59721	Skyline	P59780	Skyline	P59839	Skyline	P59897
Skyline	P59722	Skyline	P59781	Skyline	P59840	Skyline	P59898
Skyline	P59723	Skyline	P59782	Skyline	P59841	Skyline	P59899
Skyline	P59724	Skyline	P59783	Skyline	P59842	Skyline	P59900
Skyline	P59725	Skyline	P59784	Skyline	P59843	Skyline	P59901
Skyline	P59726	Skyline	P59785	Skyline	P59844	Skyline	P59902
Skyline	P59727	Skyline	P59786	Skyline	P59845	Skyline	P59903
Skyline	P59728	Skyline	P59787	Skyline	P59846	Skyline	P59904
Skyline	P59729	Skyline	P59788	Skyline	P59847	Skyline	P59905
Skyline	P59730	Skyline	P59789	Skyline	P59848	Skyline	P59906
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Skyline	P59732	Skyline	P59791	Skyline	P59850	Skyline	P59908
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Skyline	P59775	Skyline	P59833	Skyline	P59892	Skyline	P59948
Skyline	P59776	Skyline	P59834	Skyline	P59893	Skyline	P59949

Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P59950	Skyline	P60007	Skyline	P60066	Skyline	P77841
Skyline	P59951	Skyline	P60008	Skyline	P60067	Skyline	P77842
Skyline	P59952	Skyline	P60009	Skyline	P60068	Skyline	P77843
Skyline	P59953	Skyline	P60010	Skyline	P60069	Skyline	P77844
Skyline	P59954	Skyline	P60011	Skyline	P60070	Skyline	P77845
Skyline	P59955	Skyline	P60012	Skyline	P60071	Skyline	P77846
Skyline	P59956	Skyline	P60013	Skyline	P60072	Skyline	P77847
Skyline	P59957	Skyline	P60014	Skyline	P60073	Skyline	P77848
Skyline	P59958	Skyline	P60015	Skyline	P60074	Skyline	P77849
Skyline	P59959	Skyline	P60016	Skyline	P60075	Skyline	P77850
Skyline	P59960	Skyline	P60017	Skyline	P60076	Skyline	P77851
Skyline	P59961	Skyline	P60018	Skyline	P60079	Skyline	P77852
Skyline	P59962	Skyline	P60019	Skyline	P60080	Skyline	P77853
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Skyline	P59965	Skyline	P60023	Skyline	P77606	Skyline	P77856
Skyline	P59966	Skyline	P60024	Skyline	P77607	Skyline	P77857
Skyline	P59967	Skyline	P60025	Skyline	P77608	Skyline	P77858
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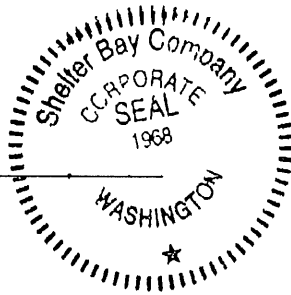
Shelter Bay Adjustment Index Parcel Numbers

Subdivision	Parcel #	Subdivision	Parcel #	Subdivision	Parcel #
Skyline	P77900	Skyline	P82082	Eagle s Nest	P15197
Skyline	P77901	Skyline	P82083	Eagle s Nest	P15198
Skyline	P77903	Skyline	P82084	Eagle s Nest	P15199
Skyline	P77904	Skyline	P82085	Eagle s Nest	P15200
Skyline	P77905	Skyline	P83301	Eagle s Nest	P15201
Skyline	P77906	Skyline	P83302	Eagle s Nest	P15202
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Skyline	P77911	Skyline	P83304	Eagle s Nest	P15204
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Skyline	P77915	Skyline	P83306	Eagle s Nest	P15206
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Skyline	P77920	Skyline	P83311	Eagle s Nest	P15211
Skyline	P80330	Skyline	P83312	Eagle s Nest	P15212
Skyline	P81213	Skyline	P96064	Eagle s Nest	P15213
Skyline	P81214	Skyline	P99232	Eagle s Nest	P15215
Skyline	P81215	Washington Park	P117627	Eagle s Nest	P15216
Skyline	P81216	Washington Park	P117628	Eagle s Nest	P15217
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Skyline	P81251	Washington Park	P117660		
Skyline	P81252	Eagle s Nest	P101660		
Skyline	P81253	Eagle s Nest	P126666		
Skyline	P81254	Eagle s Nest	P15195		
Skyline	P82081	Eagle s Nest	P15196		

Signature Page – Modifications of Lease No 122 5050206818 BS and 122 5050866919 BS

I agree to the terms and conditions

Larry E. Kibbee
Larry E. Kibbee, President
Board of Directors, Shelter Bay Company



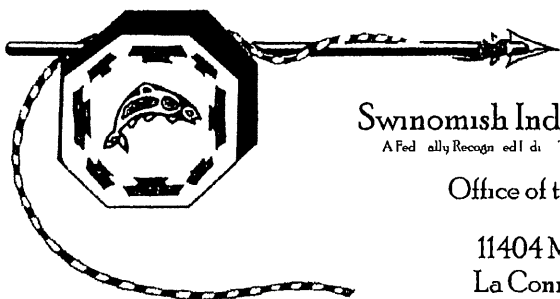
3-27-13
Date

This within modification is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, effective 4/3/2013

Approved Pursuant to 209DM 8, 230 dm 1, 3 IAM 4, 4a and 25 CFR Part 162

Date Approved 4/3/13

Judith R. Joseph
Judith R. Joseph, Superintendent
Puget Sound Agency
Bureau of Indian Affairs



Swinomish Indian Tribal Community

A Federally Recognized Tribe Organized Pursuant to 25 U.S.C. § 476

Office of the Tribal Attorney

11404 Moorage Way
La Conner, WA 98257

Phone 360/466 3163
Fax 360/466 5309

*Alix Foster Director
Emily R Hutchinson Tribal Attorney
James M Jannetta Tribal Attorney
Stephen T LeCuyer Tribal Attorney
Rachel Sage Tribal Attorney
Jordan Stephens Prosecutor*

March 28, 2013

BY FED-EX

Judith Joseph, Superintendent
Puget Sound Agency
United States Department of the Interior
Bureau of Indian Affairs
2707 Colby Avenue, Suite 1101
Everett, WA 98201-3528

RE Amendment of Business Leases 5020 & 5086

Dear Judy

I am enclosing the original Amendment of Business Leases 5020 and 5086 (Shelter Bay leases) for recording. As requested, we obtained and have included an original of the Shelter Bay Resolution approving the lease amendment. We also obtained the signature of Larry Kibbee, President of Shelter Bay Board of Directors as requested.

Per my email exchange with Leora this morning, I look forward to receiving a copy of the fully executed, recorded document.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Alicia
Alicia Engstrom
Paralegal

Enclosure

FORM A
TAAMS Encoding Tracking Document
Bureau of Indian Affairs – Northwest Region

ENCODING

1 Type of Contract

- a Leasing (Business Housing Agricultural etc)
- b Range Permit
- c Forestry
- d Right of Way
- e Minerals
- f Revocable Permit

2 Agency assigned contract number 122 5050866919 BS

(10 digits)

Type of transaction BUSINESS LEASE

Indicate number of tracts 3 Total acres _____

1 LTRO document record number _____

Indicate NONE if not recorded in LTRO

Date recorded in LTRO _____

4 Encoding performed by Leora Circle Date 04/03/2013

5 Attach comments/issues

122 43
122 44
122 T 1021

SHELTER BAY CO - MODIFICATION

Superintendent
Judith R Joseph
DATE 04/03/2013

REVIEW, QUALITY ASSURANCE, APPROVAL, AND RECORDATION

1 Agency QA *Judith Joseph* Date *4/9/13*

2 Superintendent (or Designee) *J. Joseph* Date *4/12/13*

3 LTRO Recording _____ Date _____

4 LTRO Doc # of expired lease in TAAMS _____ Date _____

5 LTRO Date sent back to Agency coordinator _____ Date _____

6 Agency tracking system update completed _____ Date _____

DOCUMENT TRANSMITTAL MEMO

TO Puget Sound Agency Scanning

DATE 04/15/2013

FROM Puget Sound Agency - Leora Circle

Please record the attached document and

Return Other (Specify) _____
 Retain in title plant Create New Suffix/Partition

Reservation Code 122 Tract No 43, 44, AND T1021

Type of Document (Code No) BUSINESS - New Lease
Agency's File No (If any) 122 5050866919 BS

X-Reference to Document No _____
(Satisfaction, completion, cancellation, modification, assignment, etc)

BLM review Date _____ Initials _____

TRANSMITTAL ACKNOWLEDGEMENT

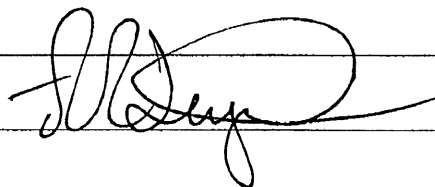
TO Leora Circle DATE 4/15/2013

FROM Puget Sound Agency Scanning L Circle, R Ferguson, K Millhouse

The document identified above has been scanned to be reviewed by Portland Title Plant recorded as number

122 5050866919 BS and is

Returned herewith
 Retained
 Other - Specify _____



Authorized Signature

Remarks