

REAL ESTATE EXCISE TAX

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attn: Brian Sommer
RCO Legal, P.S.
13555 SE 36th Street, Suite 300
Bellevue, WA 98006

NA
OCT 28, 2013
PAID Refer to excise # 30356 d H 10-28-13
Seidner-Tenn Deputy
SKAMANIA COUNTY TREASURER

Space Above for Recorder's Use

CONSENT TO ASSUMPTION OF LEASE BY LENDER

This Consent to Assumption of Lease by Lender ("Consent Agreement"), dated as of September 19, 2013 is entered into by and between WATERFRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2005-WL3, Asset-Backed Certificates, Series 2005-WL3 ("Lender") with respect to the following:

Recitals

A. Lessor and Michael and Elizabeth Booth as lessees ("Lessee") entered into a Cabin Site Lease for Cabin Site 45 by document entitled "Assignment, Assumption and Consent", dated June 21, 2005, recorded in Skamania County, Washington Records as document number 2005158227 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Cabin site #45 of the Northwoods being part of Government Lots 4 and 8, Section 28, Township 7 N, Range 6 E Willamette Meridian, Skamania County, Washington (Tax Parcel ID# 96-000045)

B. Without consent of Lessor as required by the terms of the Lease, Lessee encumbered Lessee's leasehold interest in the Leased Property by assignment for security purposes of Lease in the form of a trust deed ("Leasehold Encumbrance") in favor of Lender to secure Lessee's obligations under a loan agreement, which Leasehold Encumbrance was recorded in the official records of Skamania County on August 5, 2005 as document number 2005158228.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the assumption of the Lease by Lender subject to the terms and conditions of this Consent Agreement.

D. Lessees are currently in default under the terms of the Lease and the Leasehold Encumbrance.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent. Lessor hereby consents to the assumption of the Lease by Lender, provided however, and upon the express conditions that Lender:

1.1 Upon execution of this Agreement, cure all defaults under the Lease, including without limitation, payment of all past due rent, taxes, Northwoods Association dues, fees and assessments and legal fees and costs incurred by Lessor related to Lessee's default under the Lease;

1.2 Extinguish any interests of Lessee in the Cabin and Leased Property by appropriate legal actions or proceedings. Lender expressly agrees that any judicial or non-judicial foreclosure brought or pending against the Cabin and Leased Property: (a) only extinguishes the Lessee's rights to the property; (b) in no way affects the validity or enforceability of the Cabin Lease, the Master Lease or the Lessor's rights or interest in the Cabin and Leased Property; and (3) notwithstanding the foreclosure sale, Lender takes the Cabin and Leased Property subject to Lessor's interest(s) therein and the Lease and the Master Lease, which remain in full force and effect; and

1.3 Assume and fulfill all obligations under the Lease as lessee in accordance with its terms and conditions.

3. Non-waiver; Subsequent Transfers. This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting without consent of Lessor. Any subsequent transfer of the Lease may be made by Lender only with written consent of the Lessor and subject to the conditions relating to such transfer as are set forth in the Lease and transfer approval requirements of Lessor.

4 Notices. All Notices hereunder shall be in writing and deemed given (a) when delivered personally, (b) three (3) days after the date the Notice is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, (c) on the day the Notice is sent by electronic transmission, with receipt mechanically confirmed, or (d) one (1) day after the date the Notice is deposited for next day overnight delivery with a nationally recognized overnight courier service, addressed and/or sent by electronic transmission, as the case may be, as follows:

If to Lessor to:

Water Front Recreation, Inc.
P.O. Box 7139
Bend, OR 97708-7139

Attention: Leslie M. Russell
Fax: (541) 389-2793
Email: waterfrontrecreation@ykw.net

With a copy to:

Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205

Attention: Harry M. Hanna
Fax: (503) 248-0130
Email: harry@sussmanshank.com

If to Lender to: Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2005-WL3, Asset-Backed Certificates, Series 2005-WL3
C/O Select Portfolio Servicing, Inc.
3815 S. West Temple
Salt Lake City, Utah 84115

Attention: Eric Nelson
Manager- Default Management
Fax: (801) 270-7735
Email: eric.nelson@spservicing.com

Or to any other address as the parties may from time to time designate by a Notice in writing to the other parties.

5. Successors and Assigns. The terms of this Consent Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

6. Effect of this Consent to Agreement. Except as provided in this Consent Agreement, the Lease shall remain in full force and effect as originally written. The Lease is subject to a Master Lease with the State of Washington and all parties hereto agree that the terms of the Master Lease shall govern any inconsistent or conflicting provisions in this Consent Agreement and the Lease and assignments of Lease are subject to the terms of the Master Lease.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Recitals. The recitals are true and correct and are a part of this Agreement.

Lessor:

Water Front Recreation, Inc.

Lender:

Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2005-WL3, Asset-Backed Certificates, Series 2005-WL3
Servicing, Inc., Attorney-in-Fact

By:

Leslie M. Russell
Leslie M. Russell, President

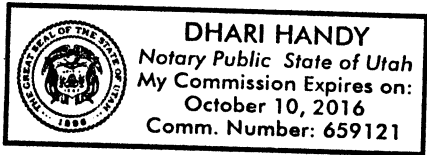
By:

Eric Nelson 8/14/13
Eric Nelson, Document Control Officer

STATE OF Utah)
County of Salt Lake) ss.

I certify that I know or have satisfactory evidence that ENC NELSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as DECLARATION OFFICER of SELECT PORTFOLIO (SPRINGHILL) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 08/14/13



[Signature]
(Signature) Dhari Handy
Title _____
My Appointment Expires: 10/10/2016

STATE OF _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that Leslie M. Russell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as President of Water Front Recreation, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature) _____
Title _____
My Appointment Expires: _____

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ACKNOWLEDGMENT

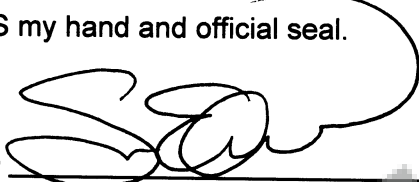
State of California
County of San Diego)

On 9/19/2013 before me, Susan E. Cooper
(insert name and title of the officer)

personally appeared Leslie M. Russell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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