

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>Water Front Recreation, Inc. P.O. Box 7139 Bend, OR 97708</p> <p>Attn:</p>	<p>SKAMANIA COUNTY REAL ESTATE EXCISE TAX</p> <p>N/A JUL - 1 2015</p> <p>PAID N/A <i>Wendy C. Kendall</i> SKAMANIA COUNTY TREASURER</p> <p>Space Above for Recorder's Use</p>
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CONSENT TO ASSUMPTION OF LEASE BY LENDER

This Consent to Assumption of Lease by Lender ("Consent Agreement"), dated as of June 29, 2015 is entered into by and between WATER FRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Green Tree Servicing LLC, a Delaware limited liability company, ("Lender") with respect to the following:

Recitals

A. Lessor and Shawn and Amy Pratt as lessee ("Lessee") entered into a Cabin Site Lease for Cabin Site 114 by document entitled "Assignment, Assumption and Consent", dated May 12, 2007 recorded in Skamania County, Washington Records as document #2007166325 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Cabin Site #114 of the Northwoods being part of Government Lots 4 and 8, Section 26, Township 7 N Range 6E Willamette Meridian, Skamania County, Washington.

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 May 31, 2007 as fee no. 2007166326.

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. Lessee is currently in default under the terms of the Lease and the Leasehold Encumbrance.

Skamania County Assessor  
Date 7-1-15 Parcel# 96-000114000000  
*bm*

**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@ykwcc.net](mailto:waterfrontrecreation@ykwcc.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](mailto:harry@sussmanshank.com)

If to Lender to:

Green Tree Servicing LLC  
7360 S. Kyrene Road  
Tempe, AZ 85283

Attention: Brandon Schildts  
Foreclosure Supervisor  
Fax: (480) 333-6457  
Email: Brandon.Schildts@gtsservicing.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:

Green Tree Servicing LLC

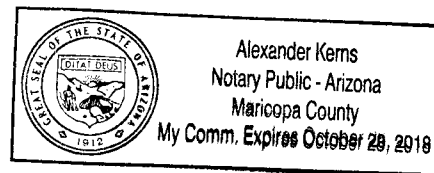
By: Leslie M Russell, President  
Leslie M. Russell, President

By: Brandon Schildts 6-22-15  
Brandon Schildts  
Foreclosure Supervisor

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this 22 day of JUNE, 2015 by Brandon Schildts, Foreclosure Supervisor of Green Tree Servicing LLC a Delaware Limited Liability Company, on behalf of the Company.

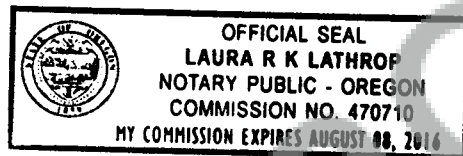
  
Notary for State of Arizona  
#335424  
Commission Expires: 10/28/2018




STATE OF Oregon                    )  
  ) ss.  
County of Deschutes                )

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: June 29, 2015



  
(Signature)  
Notary Public  
Title  
My Appointment Expires: August 08, 2016