

CONSENT AND AGREEMENT

This Consent and Agreement, dated as of _____, 202__ (this "Consent"), is executed by _____ [Member/Originator Name], a _____ [location and type of organization] ("Party A"), and _____ [Member/Participant Name], a _____ [location and type of organization] ("Party B").

WHEREAS, Party A and Party B are parties to one or more agreements (collectively, the "Agreement(s)"), pursuant to which either (i) Party A has sold or transferred and Party B has purchased or acquired or (ii) Party B has sold or transferred and Party A has purchased or acquired, participation interests in certain real estate or other loans ("Participation Interests");

WHEREAS, the Agreement(s) may contain one or more provisions that address the ability of the parties to assign, transfer or pledge the Participation Interests, either by requiring prior notice or consent to such assignment, transfer or pledging, or by otherwise restricting the same; and

WHEREAS, Party A and/or Party B desire to pledge Participation Interests as collateral to Federal Home Loan Bank of Des Moines ("FHLB") and wish to provide their consent and agreement to such pledging.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Notwithstanding any provision in the Agreement(s), Party A and Party B each hereby:

(1) provides its respective consent and agreement to the other party pledging its respective Participation Interest (whether purchased or retained) to FHLB as collateral for borrowing or other purposes; and

(2) acknowledges and agrees that, in connection with such pledging, (a) FHLB will perfect a security interest in and impose a lien on any and all pledged Participation Interests; (b) under Party A's and Party B's respective Advances, Pledge and Security Agreement with FHLB, FHLB's secured creditor rights with respect to pledged Participations Interests include the rights to possess and sell the Participation Interests under the circumstances specified therein and (c) rights of first refusal or other restrictive rights granted under the Agreement(s) do not apply to any sale, assignment or transfer of Participation Interests to which FHLB is a party.

IN WITNESS WHEREOF, Party A and Party B have executed this Consent through their duly authorized officers as of the date first written above.

[PARTY A NAME]

[PARTY B NAME]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____