ENGINEER’S CONSENT AND AGREEMENT

Dated as of {Deal\_\_r.CloseDate | addDaysFull:0}

Loan No. {Deal\_\_r.Deal\_Loan\_Number\_\_c}

Property Address: {Property\_Advances\_\_r[0].Property\_\_r.Name}, {Property\_Advances\_\_r[0].Property\_\_r.City\_\_c}, {Property\_Advances\_\_r[0].Property\_\_r.State\_\_c} {Property\_Advances\_\_r[0].Property\_\_r.ZipCode\_\_c}

The undersigned engineer or engineering company (“***Engineer***”) understands that there exists or is proposed a certain financing transaction between {borrowerdetails.name | upperCase}, a {borrowerdetails.company} {borrowerdetails.entity} (“***Borrower***”) and COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company (together with its successors and assigns, “***Lender***”) as evidenced by among other things that certain Loan Agreement (the “***Loan Agreement***”) between Borrower and Lender, and by its execution hereof, Engineer hereby CONSENTS TO AND ACKNOWLEDGES the assignment by Borrower of all of its rights (but not obligations) in or to (a) any and all agreements, addendums, attachments, supplements, additions and amendments or change orders thereto (collectively, the “***Engineer Agreement***”) between Borrower and Engineer pertaining to the construction of the improvements located or to be located upon that certain real property located at the above referenced property address (the ***“Premises”***) and (b) any and all plans, schematics, drawings or other work product of Engineer prepared or to be prepared pursuant to the Engineer Agreement or otherwise with respect to the construction of improvements on the Premises (collectively, the “***Plans***”). Engineer hereby agrees to be bound by such assignment. Engineer further represents and certifies to and agrees with Lender as follows:

* + 1. Engineer (or if Engineer is a corporation, partnership, limited liability company or any other business association, that the principals and all applicable employees and agents (only if required by law) of Engineer)), is duly licensed as an engineer under the laws of the State in which the Premises is located and Engineer is familiar with the federal, state, and local laws and ordinances relevant to the design and applicable building codes relating to the construction of improvements similar to those contemplated by the Plans.
    2. Attached hereto as **Exhibit A** is a true, accurate and complete description of the Plans. To the best of the Engineer’s knowledge, the improvements contemplated by the Plans, if constructed in accordance therewith, will comply with all applicable laws, statutes, ordinances, codes, rules, regulations, decrees and orders. The copy of the Engineering Agreement attached hereto as **Exhibit B** is true, correct and complete and has not been modified or supplemented, except as set forth on **Exhibit B** and there are no other agreements between Engineer and Borrower, or any of its affiliates, concerning the design or development of improvements on the Premises.
    3. Engineer has no counterclaim, right of set-off, defense or like right against Borrower or Lender, and Engineer has been paid in full for all services and costs in connection with the Engineer Agreement and the Plans and the preparation thereof, except fees to be paid hereafter for additions or changes thereto or for inspection of the construction of the contemplated improvements. To Engineer’s knowledge, the interest of Borrower in the Plans is not subject to any claims or encumbrances.
    4. Default Situations.

(a) If an Event of Default occurs and is continuing under the Loan Agreement or Engineer defaults under the Engineer Agreement, Lender may elect by a specific request in writing to (i) have Engineer continue or recommence performance under the Engineer Agreement, in which case Engineer shall thereafter perform under the Engineer Agreement pursuant to the remainder of this Section 4(a), or (ii) have Engineer stop work on the project and vacate the Land, in which case Engineer shall promptly do so. If Lender elects by specific request in writing to have Engineer continue or recommence performance under the Engineer Agreement, Engineer shall continue or recommence performance on Lender’s behalf under the Engineer Agreement in accordance with the terms thereof, provided that, Engineer shall be paid in accordance with the Engineer Agreement for all work, labor and material thereafter performed or furnished on Lender’s behalf if and as specifically requested by Lender following such notice. Engineer will look solely to Borrower for all sums owing under the Engineer Agreement attributable to periods of time prior to the date Engineer begins to act on Lender’s behalf and at Lender’s specific request. Engineer’s agreement to act under the Engineer Agreement for Lender will not depend upon Engineer being paid any sums owing by Borrower under the Engineer Agreement prior thereto, nor on whether Borrower has otherwise defaulted under the Engineer Agreement, nor will Lender be liable for any amounts owing Engineer if Lender requests Engineer to stop work and vacate the Premises pursuant to clause (ii) above. Lender shall not be liable for any damages Engineer may be entitled to recover from Borrower or for any change orders made by Engineer after execution of this Consent and not approved by Lender pursuant to the Loan Agreement. “**Lender**” as used in this Section 4(a) includes Lender’s successors or assigns, any receiver in possession of the Premises, any purchaser upon foreclosure of Lender’s security, or any corporation or other nominee formed by or on Lender’s behalf (collectively, “**Lender’s Successors**”).

(b) If Borrower defaults in making any payment or in performing any other obligation under the Engineer Agreement, Engineer shall promptly give Lender written notice thereof, specifying the default and the steps necessary to cure same; and if Engineer learns of any default in payment due to any subcontractor or other person supplying labor or materials in connection with the engineering work for the project, Engineer shall similarly advise Lender thereof. Engineer will not exercise any remedy available under the Engineer Agreement, at law, or in equity, arising from such default by Borrower until Lender shall have had the same opportunity to cure such default to which Borrower is entitled, but at least thirty (30) days in any event, if Lender so elects to cure such default, or such longer period of time as may be necessary to obtain possession of, or title to, the Land, provided that Lender shall have no obligation to cure any Borrower default.

(c) In all circumstances Lender and Lender’s Successors shall be entitled to use for the completion of the contemplated improvements the Plans, together with all modifications thereof, prepared by Engineer or for Engineer for the project, without further cost to Lender or Lender’s Successors.

* + 1. The Engineer Agreement is in full force and effect and is binding on Engineer. No default by Engineer exists under the Engineer Agreement; no event has occurred which, with notice or lapse of time or both, would constitute a default by Engineer thereunder; and all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied.
    2. Engineer hereby assigns to Lender all of Engineer’s right, title and interest in, to, and under all subcontracts which are now or hereafter entered into by Engineer in furtherance of its obligations under the Engineer Agreement; provided, however, that until a default occurs by the Engineer under the Engineer Agreement (and the expiration of any applicable cure period provided therein), Lender shall not exercise any rights in the subcontracts which are hereby assigned. In the event that Lender exercises any rights in the subcontracts which are hereby assigned, Lender assumes full responsibility (and releases Engineer from any such responsibility) for work performed after the exercise of such rights, except (a) Engineer hereby agrees to cooperate with the Lender in dealing with the subcontractors, including providing administrative consultations during the transition phase (however, the Engineer shall not be required to provide any labor or materials), and (b) the Engineer shall be responsible for any breaches by the Engineer under the Engineer Agreement or any subcontract in its dealings with the subcontractors for work performed prior to Lender’s exercise of its rights under this Consent. Notwithstanding anything herein, this Agreement shall not be deemed to, in any manner, alter, amend or modify the Engineer Agreement.
    3. Engineer hereby expressly subordinates all contractual, constitutional and statutory mechanics’ and materialmen’s liens (whether choate or inchoate) to which Engineer may be or become entitled, if any, to all liens and security interests securing the loan contemplated by the Loan Agreement and shall require all subcontracts made by Engineer to contain a provision subordinating the subcontractors’ mechanics’ and materialmen’s liens to the liens and security interests securing the loan contemplated by the Loan Agreement.. Engineer acknowledges and agrees that, subject to Lender’s (or Lender’s Successors’) election made pursuant to Section 4(a) above, foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing the loan contemplated by the Loan Agreement shall be fully and automatically effective to cut off, terminate, and extinguish all of Engineer’s liens and claims of any kind against the Premises and any improvements thereto, if any exist.
    4. All notices, consents, approvals and requests required or permitted hereunder (any of the foregoing, a “**Notice**”) shall be given in writing by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of delivery or attempted delivery, addressed as set forth below (except that any party hereto may change its address and other contact information for purposes hereof at any time by sending a written notice to the other parties to this Guaranty in the manner provided for in this Section). A Notice shall be deemed to have been given when delivered or upon refusal to accept delivery.

If to Engineer: {#Deal\_Contacts\_\_r.Engineer} {Deal\_Contacts\_\_r.Company\_Name\_\_c}  
{Deal\_Contacts\_\_r.Street\_\_c},

{Deal\_Contacts\_\_r.City\_\_c}, {Deal\_Contacts\_\_r.State\_\_c} {Deal\_Contacts\_\_r.Zip\_\_c}

{/Deal\_Contacts\_\_r.Engineer}

If to Lender: CoreVest American Finance Lender LLC  
4 Park Plaza, Suite 900  
Irvine, CA 92614  
Attn: Loan Administration (Loan No. {Deal\_\_r.Deal\_Loan\_Number\_\_c})

* + 1. Nothing herein shall be construed to confer any present benefits on Engineer or to create any contractual arrangement between Engineer and Lender or to impose upon Lender any duty to see to the application of the proceeds of the loan contemplated by the Loan Agreement. Engineer acknowledges that Lender is obligated under the Loan Agreement only to Owner and to no other person or entity. Engineer is executing this Consent of Engineer to induce Lender to advance funds under the Loan Agreement, and Engineer understands that Lender would not do so but for Engineer’s execution and delivery of this Consent of Engineer.
    2. This Consent may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Copies of originals, including copies delivered by facsimile, pdf or other electronic means, shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Consent.

This Consent to Assignment of Agreement with Engineer and of Plans and Specifications Agreement (this “***Consent***”) is made as the date first written above.

“**Engineer**” {#Deal\_Contacts\_\_r.Engineer}

**{Deal\_Contacts\_\_r.Company\_Name\_\_c}**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: {Deal\_Contacts\_\_r.Contact\_Full\_Name\_\_c}

Title: {Deal\_Contacts\_\_r.Contact\_Title\_\_c}

{/Deal\_Contacts\_\_r.Engineer}

**EXHIBIT A**

**Description of Engineering Plans and Specifications**

[Attached]

Exhibit B

Engineer Agreement

[Attached]