



20110902000260590 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
09/02/2011 12:49:01 PM FILED/CERT

After recording return to:  
BILZIN SUMBERG BAENA PRICE  
& AXELROD LLP  
1450 Brickell Ave., Suite 2300  
Miami, Florida 33131  
Attn: \_\_\_\_\_



20110715000700310 1/5  
Bk: LR201105 Pg:23325  
Jefferson County, Alabama  
I certify this instrument filed on  
07/15/2011 09:05:58 AM POA  
Judge of Probate- Alan L. King

### LIMITED POWER OF ATTORNEY

**RL REGI Financial, LLC**, a Florida limited liability company (the "**Company**"), having a business address of 700 NW 107 Avenue, Suite 200, Miami, Florida 33172, hereby makes, constitutes and appoints each of (A) **RIALTO CAPITAL ADVISORS, LLC**, a Delaware limited liability company, with a business address of 700 NW 107 Avenue, Suite 200, Miami, Florida 33172 ("**RCA**"), and (B) **RIALTO CAPITAL ADVISORS OF NEW YORK, LLC**, a Delaware limited liability company, with a business address of 850 Third Avenue, Suite 16B, New York NY 10022 ("**RCA of NY**;" each of RCA and RCA of NY being henceforth defined as an "**Attorney**") its true and lawful attorney, and, in its name, place and stead and for its use and benefit, to execute, endorse, deliver and acknowledge all documents, and to take all such further actions, necessary or appropriate, on behalf of the Company with respect to certain loans and related assets and agreements (the "**Loans**") as well as certain real property ("**REO**") acquired by the Company from Regions Bank ("**Regions**");

(i) to service any Loan acquired or held by the Company, including, without limitation, to issue statements for and collect any sums due or otherwise payable under the Loans, including but not limited to statements and affidavits in connection with any litigation concerning any Loan or REO, and otherwise representing the Company and any single purpose entity owned by Company (an "**SPE**") in connection with any litigation concerning and Loan, REO or property which serves as collateral for a Loan (each a "**Property**") and/or any nonjudicial foreclosure concerning any Loan or Property;

(ii) to communicate with borrowers and guarantors obligated under the Loans, along with the agents and attorneys of such borrowers and guarantors (each a "**Borrower Party**" and collectively, the "**Borrower Parties**"), including, without limitation, being authorized to send Notices of Default and Pre-Negotiation Letters to such Borrower Parties;

(iii) to commence negotiations with Borrower Parties with respect to workouts ("**Workouts**") of Loans in default (or imminent threat of default), modifications ("**Modifications**") of Loans (whether in default, under imminent threat of default or otherwise), and specifically including those Workouts and Modifications which include agreements ("**Short Pay Agreements**") to release any collateral, borrower or guarantor in exchange for anything less than payment in full of any Loan, and with respect to settlement of litigation, ("**Settlements**," and collectively with Workouts and Modifications, "**Loan Resolution Agreements**");

(iv) to negotiate the sale, conveyance, endorsement or assignment to third parties of (A) Loans, mortgages and deeds of trust and notes, (B) REO acquired either directly from Regions or through foreclosure sales or deeds in lieu of foreclosure with respect to such Loans, and (C) any other transfer relating to such Loans, mortgages, deeds of trust, notes, REO or other assets of the



Company or any SPE (collectively, "**Asset Transfers**," with the documentation effectuating any Asset Transfer being hereafter defined as the "**Asset Transfer Documents**;" provided, however, that leases of REO for terms of one year or less ("**Short Term Leases**") shall not be deemed to be Asset Transfers), and to execute Asset Transfer Documents on behalf of the Company;

(v) to negotiate and execute (on behalf of the Company) agreements ("**Third Party Agreements**") with third parties for products and services in connection with the Loans, REO and the Property which serves as collateral for the Loans, including but not limited to (A) agreements for the inspection and maintenance of any REO or Property (including agreements for repairs and completion of construction of any REO or Property), (B) engaging outside counsel, accountants, engineers, consultants and other professionals to represent the Company and/or any SPE owned by Company in connection with any Loan, litigation, and/or Property or REO, (C) agreements for property, casualty, liability, title and other insurance concerning the Property or REO, and (D) listing agreements with brokers for sale of REO;

(vi) to execute and deliver any and all documents required (A) to create SPE's, (B) to assign the Loans and the Loan Documents to SPE's, and (C) in connection with such assignments, such as Joinder Agreements (collectively, "**SPE Documents**");

(vii) for the day-to-day operation, management, leasing, repair, maintenance and disposition and conveyance of REO; and

(viii) for the exercise of any and all of the foregoing in the context of any case filed under Titles 7, 11 or 13 of the United States Code or any other provision of federal or state law relating to bankruptcy or insolvency, including, without limitation, the filing of proofs of claim, filing of motions to dismiss or for stay of relief, voting on plans, and acting as plan proponent.

Subject to the limitations and qualifications set forth hereinbelow, the Company grants unto Attorney as the Company's attorney-in-fact full power and authority to execute and deliver such instruments and to take such actions as if the Company were personally present, hereby ratifying and confirming all that Attorney as the Company's attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Each Attorney's asset managers and directors are authorized to execute statements, affidavits and similar communications with Borrower Parties, and in connection with any litigation concerning Loans or REO.

Anything contained herein to the contrary notwithstanding, the power and authority granted to Attorney with respect to execution of Loan Resolution Agreements and Asset Transfer Documents and Third Party Agreements set forth herein is and shall be subject to the following limitations:

- (A) In order to bind the Company and/or an SPE, a Loan Resolution Agreement or Asset Transfer Document (or other, similar instrument) must be executed by two (2) Authorized Signatories, one of whom must be the Authorized Signatory who either negotiated the agreement which is to be documented via a Loan Resolution Agreement or Asset Transfer Document, or who supervised an asset manager or



director who negotiated the agreement which is to be documented via a Loan Resolution Agreement or Asset Transfer Document (the "**Supervising Signatory**"); and

- (B) Only the following individuals shall be authorized to execute Loan Resolution Agreements and Asset Transfer Documents on behalf of RCA (in its capacity as attorney-in-fact): **Eric Feder, Matthew Shulman, Todd Terwilliger, Adam Singer, Tom Skoko, Mark King, Rey Melendi and Cheryl Baizan;**
- (C) Only the following individuals shall be authorized to execute Loan Resolution Agreements and Asset Transfer Documents on behalf of RCA of NY (in its capacity as attorney-in-fact): **Steven Engel, William Landis, Nelson Hioe, and James D. Egan;**
- (D) Each of Eric Feder, Matthew Shulman, Todd Terwilliger, Steven Engel, William Landis, Nelson Hioe, James D. Egan, Adam Singer, Tom Skoko, Mark King, Rey Melendi and Cheryl Baizan, is an "**Authorized Signatory;**"
- (E) Each of the following officers of the Company (each a "**Senior Officer**") is also an "**Authorized Signatory;**" Stuart Miller, Chief Executive Officer; Jeffrey Krasnoff, President; Richard Beckwitt, Executive Vice President; Thekla Salzman, Chief Financial Officer, Anthony Seijas, Vice President; and Mark Sustana, Vice President/Secretary;
- (F) Anything contained herein to the contrary notwithstanding, documents which are ancillary to Asset Transfers, Settlements, Modifications and/or in connection with the day-to-day operation, management, leasing, repair, maintenance and disposition and conveyance of REO ("**Ancillary Documents**"), such as resolutions, affidavits and certificates (i.e., documents which in and of themselves do not bind the Company, or act to convey or transfer assets or rights of the Company to an unrelated third party, but are executed in connection with such documents) may be executed by a single Authorized Signatory, so long as the applicable Loan Resolution Agreement and/or Asset Transfer Documents have been executed by two Authorized Signatories, one of whom is the Supervising Signatory (and any written statement of an Authorized Signatory to the effect that he or she is the applicable Supervising Signatory shall be sufficient evidence of same);
- (G) At least one of the Authorized Signatories must approve and execute any Third Party Agreement (i) for the inspection, maintenance and/or repair of any Property or REO (including agreements for repairs and/or completion of construction of any Property or REO) with an anticipated cost to the Company or SPE in excess of \$25,000.00, but less than \$100,000.00 (with Third Party Agreements with an anticipated cost to the Company or SPE equal to or in excess of \$100,000.00 requiring execution by two Authorized Signatories), (ii) engaging outside counsel (so long as such outside counsel have executed the approved forms of engagement letters), real estate brokers, accountants, engineers, consultants and other

professionals to represent the Company and/or any SPE in connection with any Loan, litigation, and/or Property;

- (H) Any asset manager of RCA and/or RCA of NY shall have the authority to approve and execute any Third Party Agreement (i) for the inspection and maintenance of any Property or REO (including agreements for repairs and completion of construction of any Property or REO) with an anticipated cost to the Company or SPE not exceeding \$25,000.00, and (ii) for any other purpose, so long as the cumulative cost to the Company or SPE with respect to any single Third party Agreement applicable to a single Property or REO does not exceed \$5,000.00;
- (I) Any single Authorized Signatory shall have the authority to approve and execute (i) any Short Term Lease, (ii) any satisfaction or release of any lien securing any Loan (following payment in full of such Loan, or pursuant to a properly executed Loan Resolution Agreement), (iii) any Ancillary Document, and (iv) any document in the nature of a substitution of trustee in connection with the nonjudicial foreclosure sale of any Property; and
- (J) Doris Galczak, the Manager - Legal Entities of RCA, may execute any and all SPE Documents.

Anything contained herein to the contrary notwithstanding, any single Senior Officer shall have the authority to execute and bind the Company to any Loan Resolution Agreement, Asset Transfer Document, Third Party Agreement, Short Term Lease, SPE Document and/or Ancillary Document.

Subject to the foregoing limitations, third parties without actual notice may rely upon the powers granted under this instrument upon the exercise of any such powers by Attorney as the Company's attorney-in-fact (and by the Senior Officers as officers of the Company), and may assume that all conditions precedent to the exercise of any such powers have been satisfied. This Limited Power of Attorney shall remain in full force and effect unless a revocation hereof has been recorded in the official public records of the county wherein this instrument has been recorded and/or a written notice of revocation is delivered to the person to whom this Limited Power of Attorney was delivered.


SIGNATURE PAGE FOLLOWS:

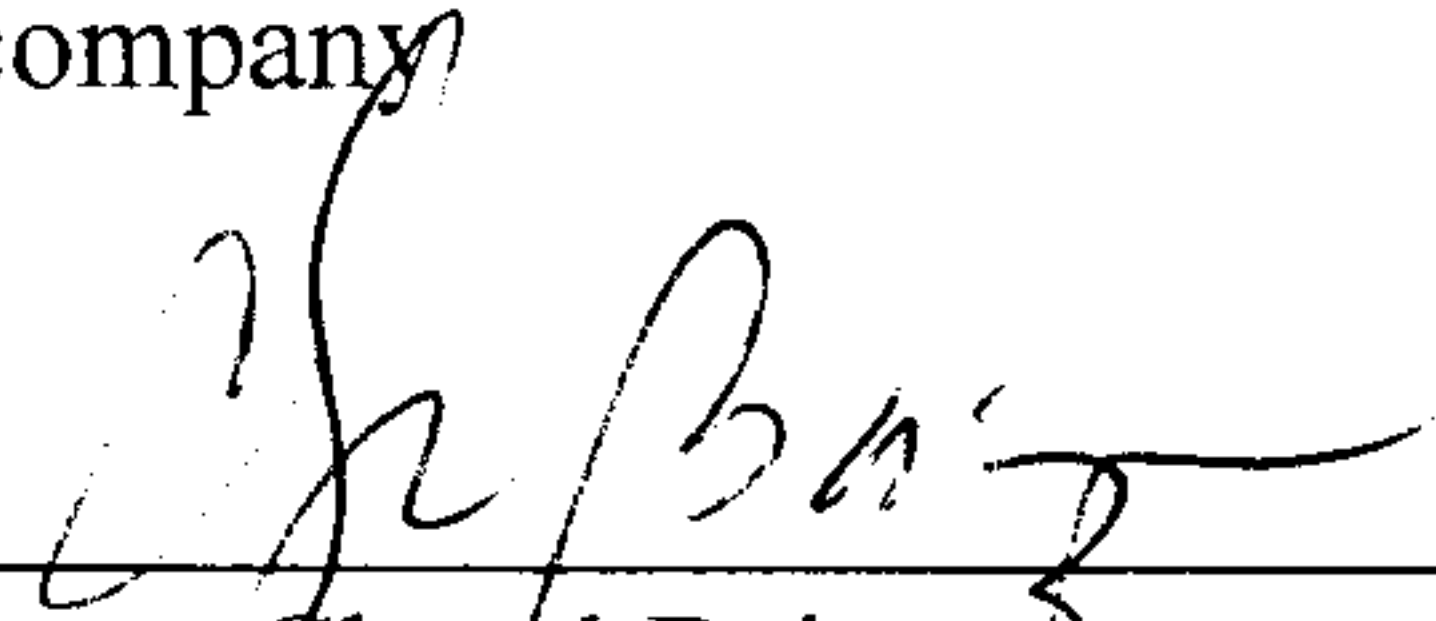


IN WITNESS WHEREOF, the Company has executed this instrument and caused its seal to be affixed as of the 11<sup>th</sup> day of May, 2011.

Signed, sealed and delivered  
in the presence of:

RL REGI Financial, LLC, a Florida limited  
liability company

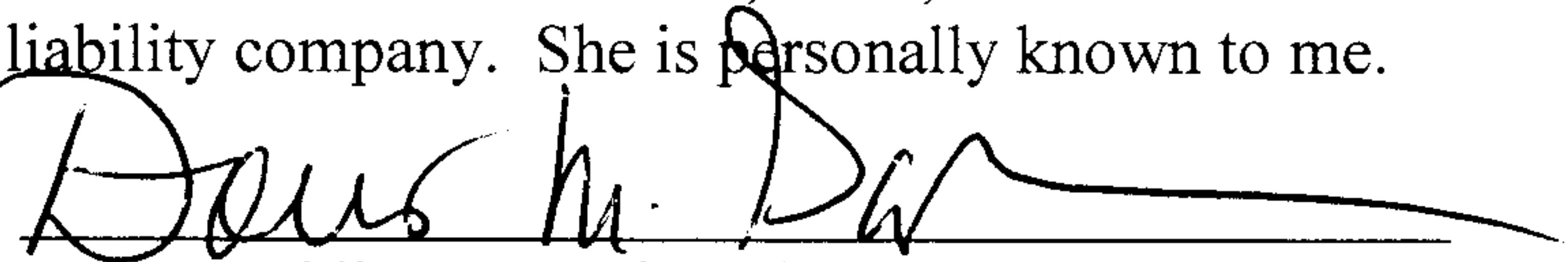
  
Print Name: LOLI BUCKLER

By:   
Print Name: Cheryl Baizan  
Title: Chief Accounting Officer

[SEAL]

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2011, by Cheryl Baizan, as Chief Accounting Officer of RL REGI Financial, LLC, a Florida limited liability company, on behalf of such limited liability company. She is personally known to me.

  
Notary Public, State of Florida  
Commission No: EE 062580

[NOTARY SEAL/STAMP]



20110715000700310 5/5  
Bk: LR201105 Pg:23325  
Jefferson County, Alabama  
07/15/2011 09:05:58 AM POA  
Fee - \$17.00

Total of Fees and Taxes-\$17.00  
LYNN