

**LIMITED POWER OF ATTORNEY
TO PROVIDER**

20150519000166480
05/19/2015 03:37:59 PM
POA 1/3

Dated as of October 2, 2014

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Master Services Agreement, by and among Altisource Solutions, Inc. ("Provider"), HSBC Finance Corporation ("HBIO") and certain HBIO affiliates party thereto ("Affiliates") made and entered into as of April 15, 2014 (the "Agreement"), the Affiliate named on the signature page hereof ("Identified Affiliate") agreed to use Provider's services (the "REO Services") to manage the care, maintenance, management and disposition of certain real estate assets owned by Identified Affiliate (the "REO Assets"); and

WHEREAS, Identified Affiliate is providing this Limited Power of Attorney to Provider in connection with the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Identified Affiliate does hereby make, constitute and appoint Provider, as Identified Affiliate's true and lawful agent and attorney-in-fact with respect to each REO Asset in Identified Affiliate's name, place and stead: (i) to procure, prepare, complete, execute, acknowledge, verify, swear to, deliver, seal, endorse, negotiate, file and/or record any document or instrument as Provider deems necessary, proper or appropriate pursuant to the REO Services provided for the REO Assets under the Agreement; (ii) to procure, prepare, complete and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") or deed or other conveyance instrument ("Deed") and any assignment of the Mortgage, Deed, conveyance or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to each REO Asset vests in the purchaser of such REO Asset, and (c) for any other transfer of record title which is required in connection with the REO Services; (iii) to execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the REO Assets; and (iv) to cure any other defects associated with any other document or instrument with respect to an REO Asset.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Identified Affiliate might or could do if personally present, hereby ratifying and confirming all that Provider as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Provider as Identified Affiliate's attorney-in-fact of full power and authority with respect to the REO Assets to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Identified Affiliate might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be

construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Identified Affiliate not specifically described herein. Identified Affiliate agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination hereof under the provisions of Article III below. Any and all third parties dealing with Provider as Identified Affiliate's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Provider and need not make any inquiry about whether Provider is acting pursuant to the Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Provider that any particular REO Asset or related agreement in question is subject to and included under this Limited Power of Attorney or the Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Provider shall be binding on Identified Affiliate and Identified Affiliate's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until the earlier of (i) termination or expiration of the Agreement, (ii) written notice by HBIO or Identified Affiliate or (iii) 11:59 p.m., Eastern Standard Time, on the date that is two (2) years from the date of execution of this Limited Power of Attorney (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of HBIO or Identified Affiliate under the Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, Identified Affiliate has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of the date first set forth above.

20150519000166480 05/19/2015 03:37:59 PM POA 3/3

IDENTIFIED AFFILIATE: HSBC Mortgage Services Inc.

By: 
Name: Angela G. Flores
Title: Vice President and Assistant Secretary

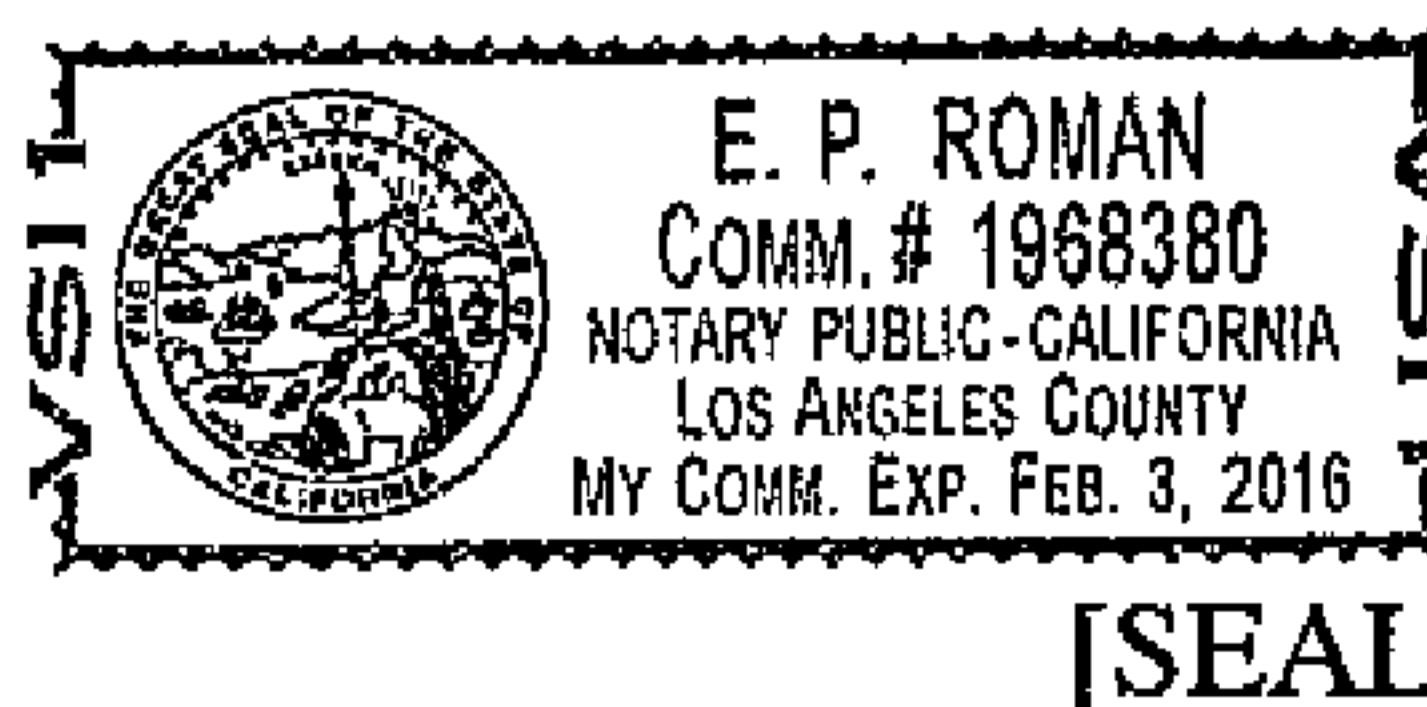
Angela G. Flores
Vice President and Asst. Secretary
Administrative Services Division

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

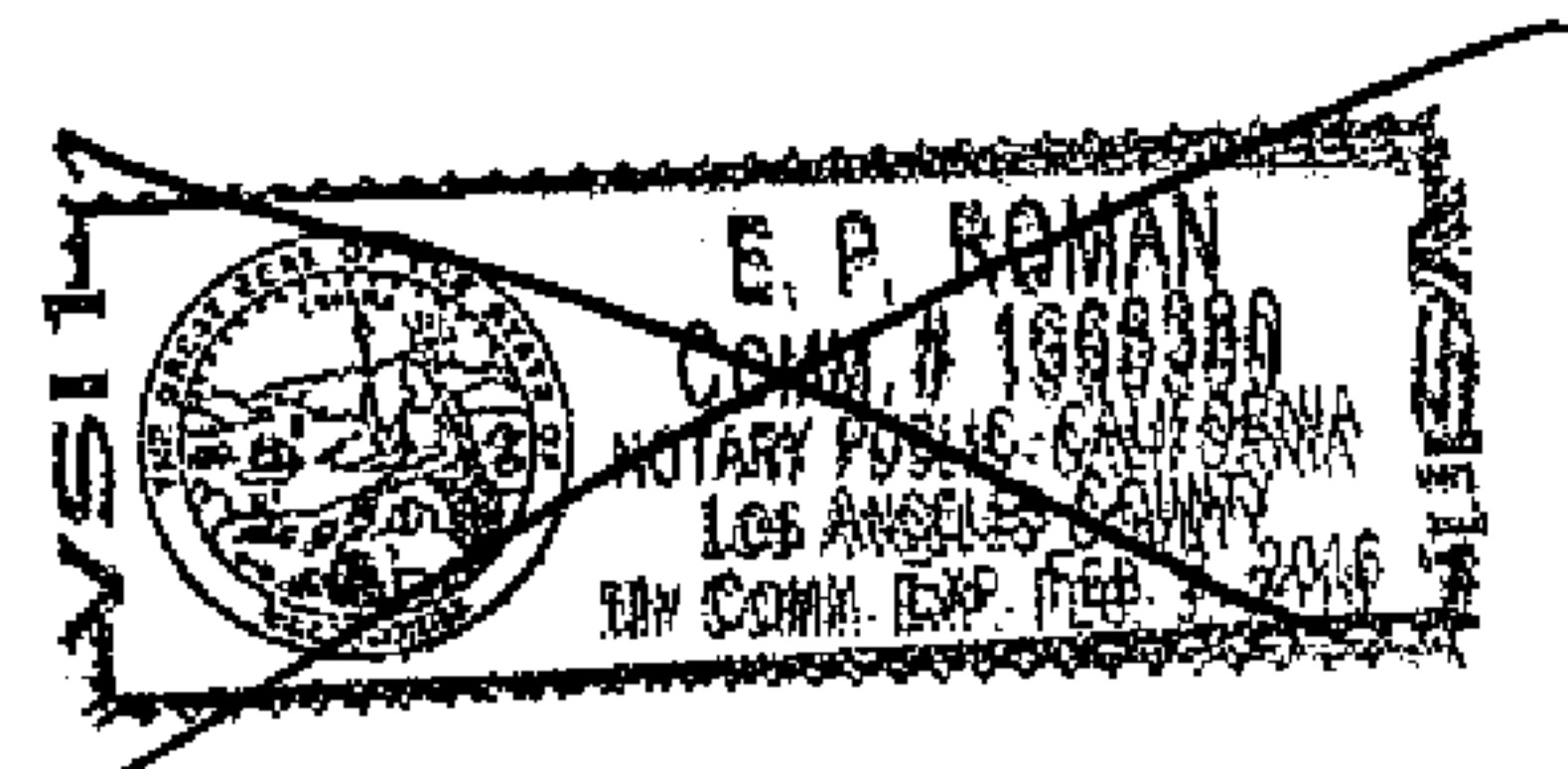
On October 2, 2014, before me, E. P. Roman, Notary Public, personally appeared Angela G. Flores, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

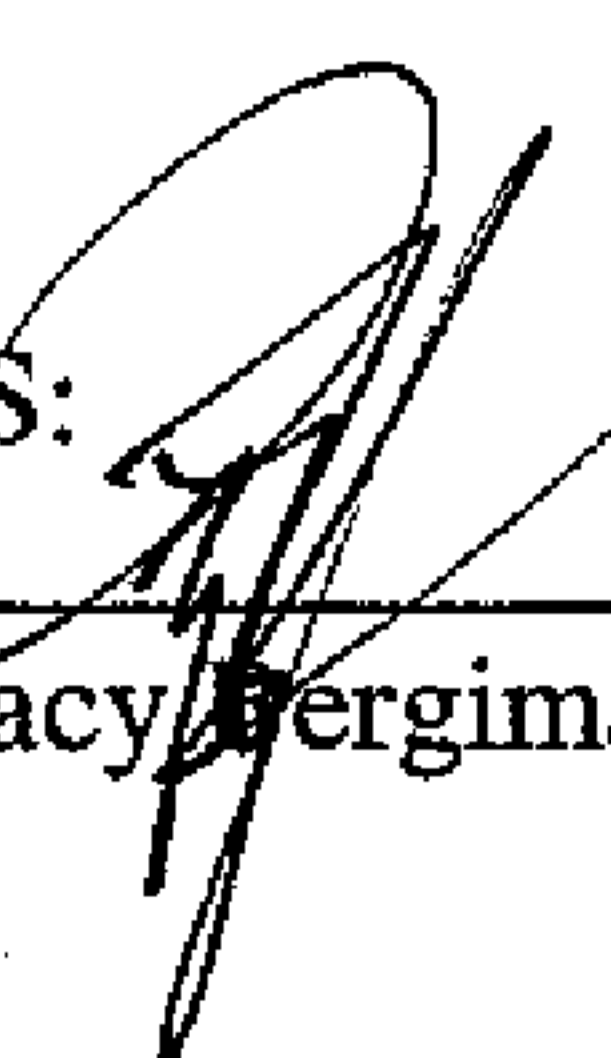


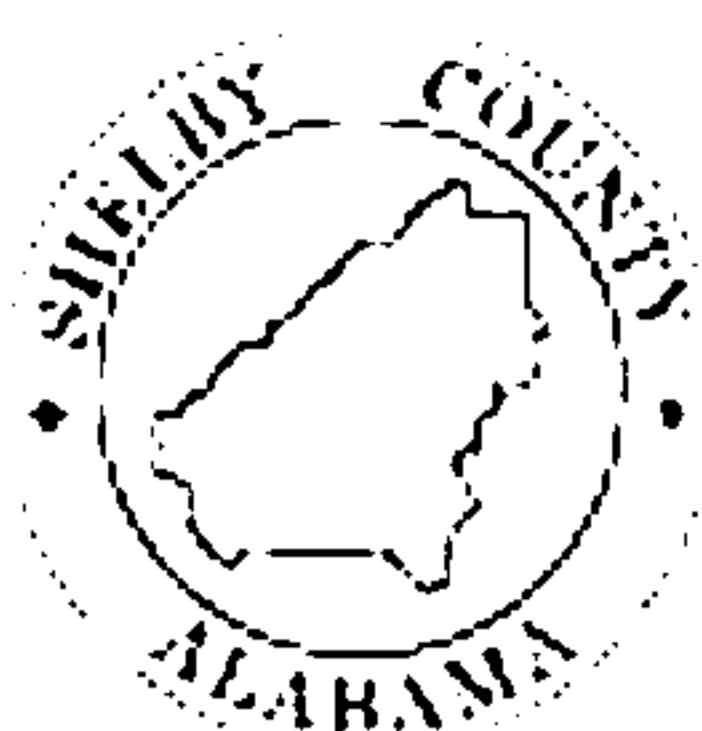
[SEAL]




Signature of Notary Public

By: 
Name: Dustin Peterson

WITNESS: 
Name: Tracy Bergiman



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/19/2015 03:37:59 PM
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