

After recording return to:  
RIALTO CAPITAL ADVISORS, LLC  
790 NW 107<sup>th</sup> Avenue, Suite 400  
Miami, FL 33172  
Attention: Lori Buckler

### **LIMITED POWER OF ATTORNEY**

**RL REGI Financial, LLC**, a Delaware limited liability company (the “**Company**”), having a business address of 790 NW 107 Avenue, Suite 400, 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 790 NW 107 Avenue, Suite 400, Miami, Florida 33172 (“**RCA**”), and (B) **RIALTO CAPITAL ADVISORS OF NEW YORK, LLC**, a Delaware limited liability company, with a business address of 600 Madison Avenue, 12th Floor 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**”) acquired by the Company acquired by the Company directly or indirectly from one or more financial institutions (each a “**Bank**”), and certain real property (“**REO**”) either acquired by the Company from Bank or as a result of foreclosure (or deed in lieu of foreclosure) of a Loan:

1. 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 and similar documents in connection with any litigation concerning any Loan or REO, and otherwise representing the Company and any single purpose entity owned directly or indirectly by the Company (an “**SPE**”) in connection with any litigation concerning any Loan, REO or property which serves as collateral for a Loan (each a “**Property**”) and/or any nonjudicial foreclosure concerning any Loan or Property.

2. 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.

3. 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**”).

4. To negotiate the sale, conveyance, endorsement or assignment to third parties of (A) Loans, mortgages and deeds of trust and notes, (B) REO, (C) any other transfer relating to

such Loans, mortgages, deeds of trust, notes, REO or other assets of the Company or any SPE (including but not limited to leases of REO for terms of more than one year), and (D) any amendments to those leases, contracts, agreements and/or other documents described in subsections (A) through (C) of this **paragraph (4)** that result in material and substantive changes to such leases, contracts, agreements and/or other documents (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**”) and non-material and non-substantive amendments of Asset Transfer Documents (“**Non-Material Amendments**”) shall not be deemed to be Asset Transfers), and to execute Asset Transfer Documents and Ancillary Documents (as defined below) on behalf of the Company.

5. 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 Properties, 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 the Company in connection with any Loan, litigation, Property and/or REO, (C) agreements for property, casualty, liability, title and other insurance concerning the Properties or REO, and (D) listing agreements with brokers for sale of REO.

6. 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**”).

7. For the day-to-day operation, management, leasing, repair, maintenance and disposition and conveyance of REO.

8. 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.

9. To execute and deliver any and all documents which are ancillary to and made in connection with (X) Asset Transfers, Settlements, Modifications and/or (Y) the management, leasing, repair, maintenance and disposition and conveyance of REO and/or (Z) the day-to-day operations of the Company in connection with its SPE's, Loan servicing and REO owned by its SPE's (“**Ancillary Documents**”), such as (but not limited to):

- (i) 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);
- (ii) substitutions of trustees in connection with deeds of trust;

(iii) assignments of foreclosure judgments and/or successful bids to any of the Company's (or the Fund's) directly or indirectly wholly owned single purpose entities in connection with judicial and/or nonjudicial foreclosures;

(iv) deeds made by the Company to transfer REO to any of the Company's (or the Fund's) directly or indirectly wholly owned single purpose entities; and

(v) consents to transfers of Property subject to and/or in connection with the assumption of any Loan.

Subject to the limitations and qualifications set forth herein below and the limitations and qualifications, if any, set forth in the Limited Liability Company Agreement of the Company (adopted in order to qualify the Company as a "special purpose" entity), the Company grants unto each Attorney, acting separately (i.e., any instrument which may be executed by an Attorney pursuant to this Limited Power of Attorney need only be executed by one or the other Attorney, and need not be executed by both Attorneys), 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 third parties, and to execute statements, affidavits, certificates, pleadings (such as but not limited to answers to interrogatories) and similar documents in connection with any litigation concerning Loans, Property 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:

- (B) 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.
- (C) 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): **Jeffrey Krasnoff, Jay Mantz, Cheryl Baizan, Liat Heller, Anthony Seijas, Adam Singer, Marshall Van Smith, Mike Parker, Eric Feder, Sorana Keever, Deborah De Luca, Jonathan Horowitz, Matt Papunen, Kevin Borkenhagen, Phillip Lyew, Frank Llano, Juan Cueto, Aimee Carlson, Jonathan D. Levy, Niral Shah, Leslie Sharpe, Tom Skoko, Stephen Tyde, Aaron Davis, Nisu Mehta, Jennifer Wimmer, Bradley Kentor, Tony Del Grippo and Mike Farley.**
- (D) 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): **Peter Lindner, Joseph Bachkosky, Josh Cromer and Jeremy Griffin.**

- (E) Each of the following individuals: **Eric Feder, Sorana Keever, Deborah De Luca, Jonathan Horowitz, Matt Papunen, Kevin Borkenhagen, Phillip Lyew, Frank Llano, Juan Cueto, Aimee Carlson, Jonathan D. Levy, Niral Shah, Leslie Sharpe, Tom Skoko, Stephen Tyde, Aaron Davis, Nisu Mehta, Jennifer Wimmer, Bradley Kentor, Tony Del Grippo and Mike Farley** is an **“Authorized Signatory.”**
- (F) Ancillary Documents which are made in connection with a Loan Resolution Agreement and/or Asset Transfer Document may be executed by a single Authorized Signatory, so long as the applicable Loan Resolution Agreement and/or Asset Transfer Document has been executed by two Authorized Signatories.
- (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); and/or
  - (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, REO 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; provided, however, that notwithstanding the cumulative cost to the Company or SPE with respect to any single Third Party Agreement, at least one of the Authorized Signatories must approve and execute any Third Party Agreement to engage any outside counsel, accountant and/or broker to represent the Company and/or any SPE.
- (I) Any single Authorized Signatory shall have the authority to approve and execute:
- (i) any Short Term Lease;
  - (ii) any Non-Material Amendment;

(iii) 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);

(iv) any Ancillary Document (subject to the limitation set forth in (E) above);

(v) any document in the nature of a substitution of trustee in connection with the nonjudicial foreclosure sale of any Property; and

(vi) statements and affidavits and similar documents in connection with any litigation concerning any Loan or REO and/or any nonjudicial foreclosure concerning any Loan or Property.

(J) **Lori Buckler** may execute any and all SPE Documents, including but not limited to entity formation, dissolution and merger documents, EIN applications, assignments and affidavits.

(K) Each of the following officers of the Company, RCA and/or RCA of NY (each a “**Senior Officer**”) is also an “**Authorized Signatory**:”

**Jeffrey Krasnoff**, Chief Executive Officer (“**CEO**”) of the Company and RCA;

**Jay Mantz**, President of the Company and RCA and President and Secretary of RCA of NY;

**Cheryl Baizan**, as Chief Financial Officer (“**CFO**”) of the Company and RCA;

**Liat Heller**, General Counsel and Vice President of the Company and RCA;

**Anthony Seijas**, Vice President of the Company and RCA;

**Adam Singer**, Vice President of the Company and RCA;

**Marshall Van Smith**, Vice President of the Company and RCA;

**Mike Parker**, Vice President of the Company and RCA;

Anything contained herein to the contrary notwithstanding, any single Senior Officer shall have the authority to execute and bind the Company and/or any SPE to any Loan Resolution Agreement, Asset Transfer Document, Third Party Agreement, Lease, Amendment, 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 in their capacities set forth above), 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

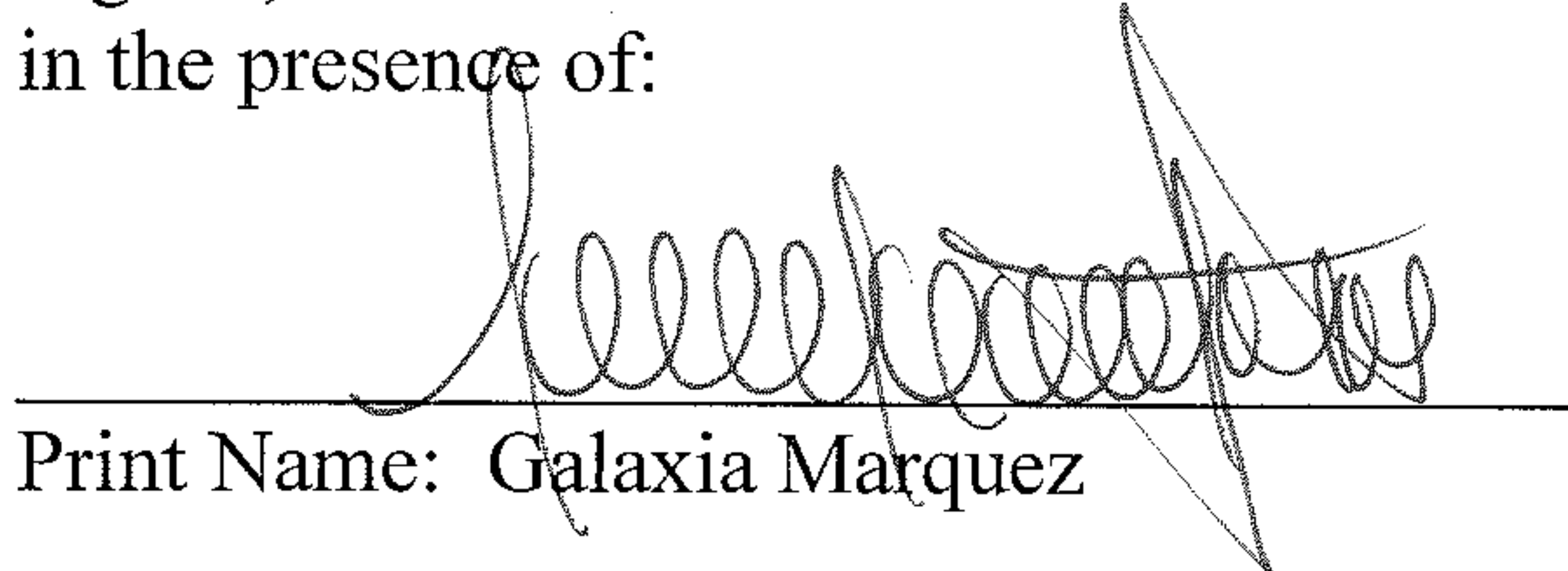
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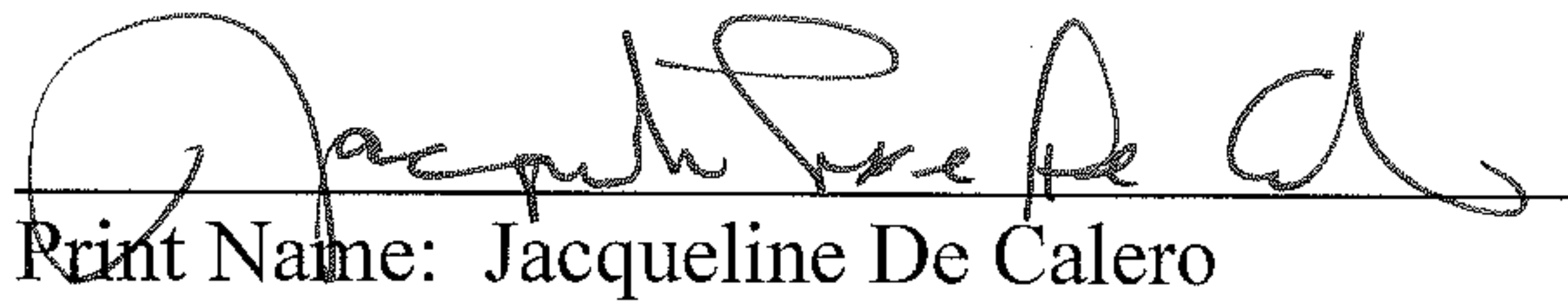
and/or a written notice of revocation is delivered to the person to whom this Limited Power of Attorney was delivered.

SIGNATURE PAGE FOLLOWS:

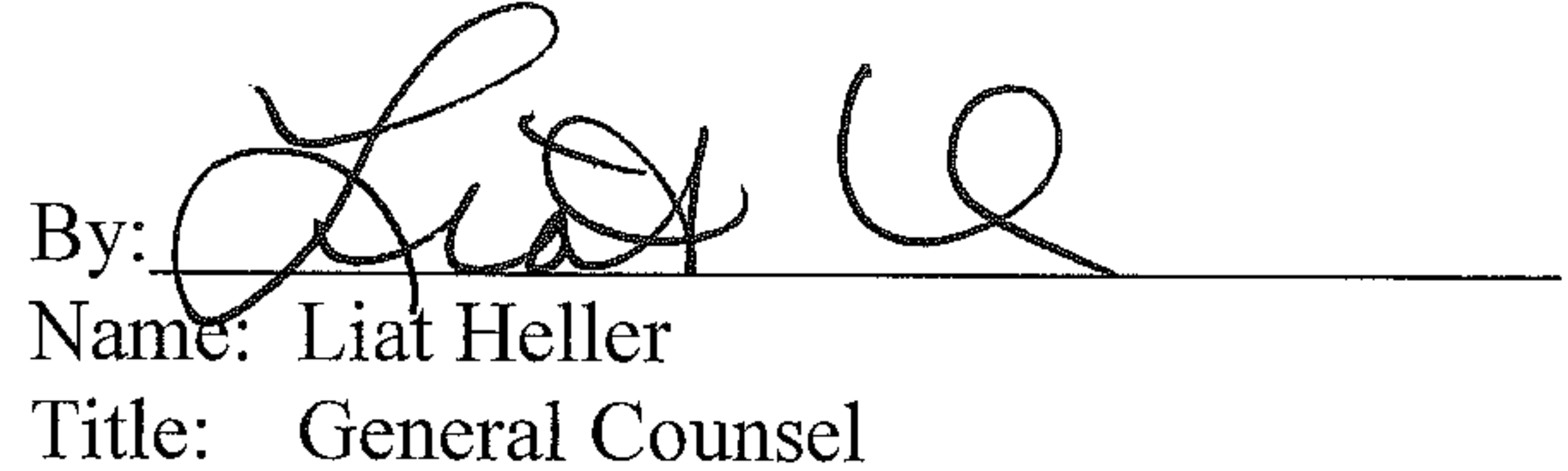
IN WITNESS WHEREOF, the Company has executed this instrument and caused its seal to be affixed as of the 30 day of November, 2016.

Signed, sealed and delivered  
in the presence of:

  
Print Name: Galaxia Marquez

  
Print Name: Jacqueline De Calero

**RL REGI Financial, LLC**  
a Delaware limited liability company

By:   
Name: Liat Heller  
Title: General Counsel

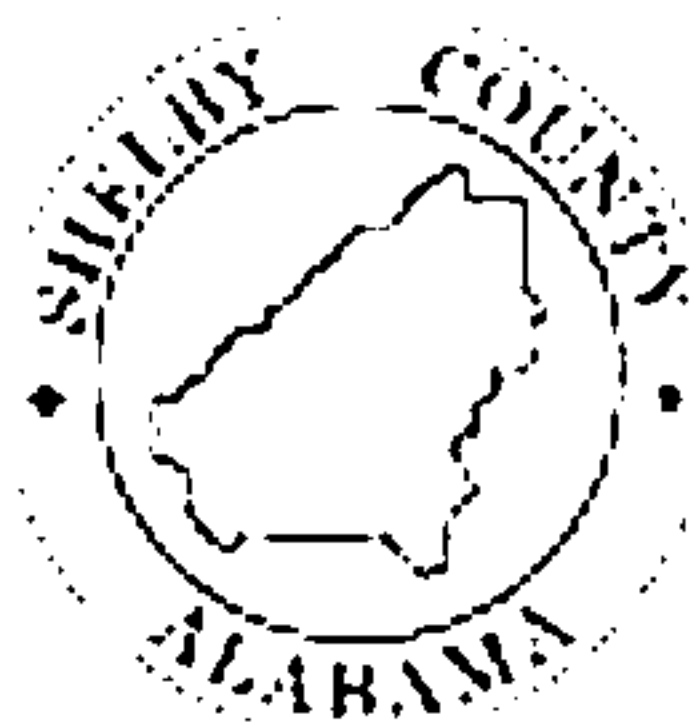
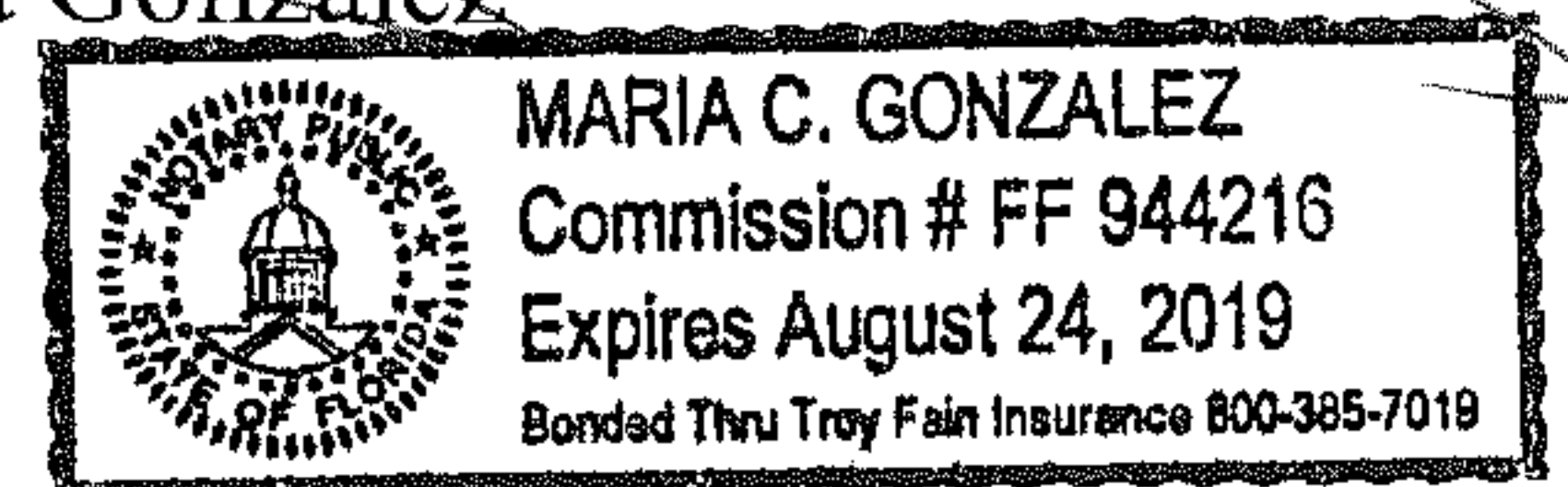
[SEAL]

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

The foregoing instrument was acknowledged before me this 30 day of November, 2016, by Liat Heller as General Counsel of **RL REGI Financial, LLC**, a Delaware limited liability company, who is personally known to me.

  
Notary Public: Maria Gonzalez

[NOTARY SEAL]



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/29/2017 03:16:44 PM  
\$33.00 CHERRY  
20170629000233270

