Recording Requested by and Return to:

Grantor: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, Not in its Individual Capacity but Solely as Trustee for Brougham Fund I Trust

Address: P.O. Box 447

City/State/Zip code: Odessa, FL 33556

Grantees: Jamie Rand, Lauren Ross, Daniel Feinman, Bruce Korman

Address: P.O. Box 447

City/State/Zip code: Odessa, FL 33556

Document Date: May 30, 2017

POWER OF ATTORNEY
(Title of Document)

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LIMITED POWER OF ATTORNEY (Brougham Fund I Trust)

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust ("WSFS"), not in its individual capacity but solely as trustee of the Brougham Fund I Trust ("Brougham Trust") hereby constitutes and appoints each of Jamie Rand, Daniel Feinman, Lauren Ross and Bruce Korman, as Brougham Trust's true and lawful attorneys-in-fact as described herein ("Attorneys-in-Fact"), in Brougham Trust's respective name, place and stead and for Brougham Trust's benefit, in connection with the specific tasks set forth below, for the purpose of performing the following acts and executing the following documents in the name of Brougham Trust as may be customarily and reasonably necessary and appropriate to effectuate the following with respect to the business of Brougham Trust:

Executing, acknowledging, sealing and delivering any mortgage note endorsement or allonge, assignment of mortgage, assignment of deed of trust, foreclosure deed under power of sale in mortgage, affidavit of sale under power of sale in mortgage, deed transferring title and the delivery, conveyance, recordation or filing thereof, any and all other documents affecting or in any way relating to Brougham Trust foreclosures and/or real estate, including but not limited to signing, executing, acknowledging, endorsing, accepting and delivering any and all documents as shall be deemed proper and expedient in order to carry-out and consummate foreclosures and/or real estate transactions including, and, by way of illustration but not limitation, any and all listing agreements, closing documents, eviction actions, unlawful detainer actions, contracts, association negotiations or lawsuits against an association, contract amendments, deeds, easements, mortgages, certificates, closing statements, title claims, estoppel letters, agreements, assignments, affidavits of any nature, partial releases of mortgage, satisfactions of mortgage, modifications and/or amendments to notes and mortgages, agreements to sell notes and mortgages, verifications, notices, declarations, consents and any documents relating thereto.

The undersigned, Brougham Trust, gives each of said Attorneys-in-Fact, individually, full power and authority to execute such instruments and to do and perform such things necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney. This Limited Power of Attorney shall be effective as of the date of execution and shall terminate as designated by Brougham DB 2016-1, L.P., a Delaware limited partnership (the "Grantor") and/or WSFS, not in its individual capacity but solely as trustee (the "Trustee").

Third parties without actual notice shall rely upon the exercise of the power granted under this Limited Power of Attorney and may be satisfied that this Limited Power of Attorney shall continue in full force and effect unless it has been terminated in writing.

Notwithstanding any other provision herein, it is expressly understood and agreed and any recipient hereof is hereby on notice that (i) that this Limited Power of Attorney is executed and delivered by WSFS, not in its individual capacity but solely as Trustee of the Brougham Fund I Trust, (ii) each of the undertakings and agreements made herein by Brougham Trust are not individual or personal undertakings and agreements of WSFS, but are binding only on the Trust and trust estate, (iii) WSFS shall have no duty or obligation to manage, oversee, make any

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payment in respect of, register, record, sell, dispose of or otherwise deal with the Brougham Trust property or activities (including any activities of Grantor, the Attorneys-in-Fact or any other agent of Brougham Trust, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby and nothing contained herein shall be construed as creating any liability on WSFS, individually or personally, to perform any covenant of Brougham Trust either expressed or implied contained herein, all such liability, if any, being expressly waived by the Attorneys-in-Fact and any Person in receipt of or relying on this Limited Power of Attorney and by any person claiming by, through or under any such party, (iv) under no circumstances shall WSFS be personally liable for the payment of any indebtedness or expense of Brougham Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Brougham Trust in connection herewith or any other related documents, (v) WSFS is not bound to make any investigation into any facts or matters stated or any statement, instrument, opinion, report, notice, request, consent or other paper or document delivered under or in connection with this Limited Power of Attorney, and (vi) no implied duties shall exist hereunder with respect to WSFS in its role as Trustee.

Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorneys-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on WSFS, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except as provided herein) of WSFS, as trustee or in its individual capacity, for any reason whatsoever.

TO INDUCE ANY THIRD PARTY TO ACT IN RELIANCE ON THIS INSTRUMENT, THE UNDERSIGNED HEREBY AGREES THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY (ELECTRONIC OR OTHERWISE) OR FACSIMILE OF THIS INSTRUMENT MAY RELY HEREUPON TO THE SAME EXTENT AS IF SUCH THIRD PARTY RECEIVED A DULY EXECUTED ORIGINAL OF THIS INSTRUMENT.

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TRUSTEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, not in its individual capacity but solely as Trustee of the Brougham Fund I

Name: Jeffrey R. Everhart

Title: AVP

Trust

Signed, sealed and delivered in the presence of:

Witness 1:

Print Name: Karen Huffman

Witness 2: Kuth Bradley

Print Name: Ruth Bradley

CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 30th day of May , 2017 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey R. Everhart personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within , of Wilmington Savings Fund Society, FSB, D/B/A instrument as AVP Christiana Trust, and acknowledged to me that such federal savings bank executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

My commission expires: March 1, 2018

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GRANTOR:

BROUGHAM DB 2016-1, L.P.,

a Delaware limited partnership

By: Brougham DB 2016-1 GP, L.L.C., its general partner

By: Brougham Loan Owner, L.P., its sole member

By: Brougham Loan Owner GP, L.L.C.,

its general partner

Name: Brendan Brogan

Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Witness 1: //www.

Print Name: Nicholas Hoechler

Witness 2: Andrew Cores

ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

ss: GREENWICH

30, 2017, before me, WINKON Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VERNICE BRIGGS State of Connecticut

My Commission Expires

October 31, 20

Signature of Notary Public

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk

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