

## POWER OF ATTORNEY

From \_\_\_\_\_, as Client,  
to  
BIFI LOAN SERVICING LLC, as Servicer

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Loan Servicing Agreement, dated as of \_\_\_\_\_, between BIFI LOAN SERVICING LLC, a Virginia limited liability company (“BIFI”), as servicer (in such capacity, the “Servicer”) and \_\_\_\_\_ (the “Client”) (the “Loan Servicing Agreement”).

WHEREAS, in connection with the Loan Servicing Agreement, Client agrees to constitute and appoints Servicer and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact of Client with full power and authority in the place and stead of Client, and in the name of Client or in its own name, from time to time, for the purpose of carrying out the terms of the Loan Servicing Agreement as related to the Mortgage Loans and complying with the terms of the related Mortgage Loan Documents, and to take any action and execute any instruments or documents that Servicer may deem reasonably necessary or advisable to accomplish the purposes of the Loan Servicing Agreement as related thereto.

Capitalized terms used and not defined herein have the meanings assigned to them in the Loan Servicing Agreement.

NOW, THEREFORE, Client does hereby:

1. Constitute and appoint Servicer and any officer or agent thereof (which are referred to herein collectively as “Attorneys” and individually as “Attorney”) with full power of substitution, as its true and lawful attorney-in-fact of Purchaser with full power and authority in the place and stead of Client, and in the name of Client or in its own name, from time to time:
  - a. Execute and deliver Mortgage Loan statements, payoff information, demands for payoff and any other information and/or notices required to carry out the duties identified in the Loan Servicing Agreement on behalf of Client;
  - b. Execute and deliver any instruments of satisfaction or cancellation, or of partial or full release, discharge, or reconveyance, or authorizations in connection therewith, with respect to any Mortgage Loans paid in full and with respect to the related real or personal property securing such Mortgage Loans and all other instruments comparable to any of the types of instruments described in this section;
  - c. Execute and deliver any and all other documents with respect to any loans that are customary and consistent with loan servicing practices pertaining to such loans, including, but not limited to, endorsement of any notes, checks, drafts, money orders or other negotiable instruments given in payment of any said Loans;

- d. Execute and deliver, on behalf of Client at Client's expense, any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on each Mortgaged Property and related collateral;
- e. Execute and deliver any modifications, waivers (including, without limitation, waivers of any late payment charge in connection with any delinquent payment on a Mortgage Loan), consents, amendments, discounted payoff agreements, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related Servicing File;
- f. Institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other Mortgage Loan Documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of Client such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action;
- g. To accomplish any required duties as contemplated by Section 11 of the Loan Servicing Agreement;
- h. Take title in the name of Client (in proportion to its interest in the Loan) to any real property upon foreclosure or delivery of a deed-in-lieu thereof; and
- i. Communicate with any of Client's predecessors in interest and to receive from such predecessors in interest any and all documents, instruments or other writings necessary to exercise the powers granted hereby.

2. Notwithstanding and foregoing or any other provision contained herein, Servicer may not, without the consent of the Client, waive, modify or vary any term of any Mortgage Loan, consent to the postponement of any such term or in any manner grant indulgence to any Mortgagor. The Servicer must first obtain the written consent of the Client to the extent that the actions of the Servicer (a) result in any reduction or forgiveness of any amounts owed to the Client under the relevant loan document, (b) reduce the monthly payment due under any loan document, (c) waive or (re)capitalize unpaid Servicing Advances, (d) modify the monthly payment to an interest only payment for a period in excess of six (6) months, or (v) in connection with a sale of the Mortgaged Property, accept a payoff that is less than what is owed under the applicable loan documents. Consistent with the foregoing, the Servicer may in its discretion (i) waive any late payment charge, and (ii) extend the due dates for payments due on a Mortgage note for a period not greater than thirty (30) days.

3. **Effective Date and Duration:** The powers and authority of the Servicer as attorney-in-fact herein granted shall commence and be in full force and effect from the date this Power of Attorney is executed, and such rights, powers and authority shall remain in full force and effect thereafter until the termination of the Loan Servicing Agreement.

IN WITNESS WHEREOF, Client, through its authorized representative, has caused this Instrument to be executed and its corporate seal to be hereunto affixed and attested by its proper officers thereunto duly authorized on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that the foregoing instrument was executed in my presence and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_ who is personally known to me or 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 he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_