

MFL 95969

THIS INSTRUMENT PREPARED BY,
RECORDED AND RETURN TO:

FANNIE MAE

3900 WISCONSIN AVE NW
WASHINGTON, D.C. 20016

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Klamath County, Oregon

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(Reserved)

LIMITED POWER OF ATTORNEY

602 Amt

Multifamily Limited Power of Attorney
Fannie Mae

Form LPOA
10-2012

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LIMITED POWER OF ATTORNEY

DISTRICT OF COLUMBIA

This LIMITED POWER OF ATTORNEY is effective as of the Date of Execution until two (2) years from the Date of Execution, and given by FANNIE MAE ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America, with an office located at 3900 Wisconsin Avenue, NW, Washington, DC 20016, to Red Mortgage Capital, LLC, ("Servicer") a limited liability company, organized and existing under the laws of the state of Delaware, with an office located at Two Miranova Place, 12th Floor, Columbus, OH, 43215.

RECITALS

A. The Servicer sold to Fannie Mae and is currently servicing certain mortgage loans (individually, a "Mortgage Loan", and collectively, the "Mortgage Loans") pursuant to the terms of (i) a Mortgage Selling and Servicing Contract (together with all Addenda attached thereto and as amended, modified and supplemented from time to time, collectively, the "Selling and Servicing Agreement"), and (ii) Fannie Mae's Multifamily Selling and Servicing Guide (as amended, modified and supplemented from time to time, collectively, the "Guide"), and which Mortgage Loans are secured by a lien or encumbrance on real property (individually, a "Property", and collectively, the "Properties") pursuant to a mortgage, deed of trust or deed to secure debt in the appropriate jurisdiction (individually, a "Security Instrument", and collectively, the "Security Instruments").

B. Fannie Mae owns and is entitled to all rights, titles, and interests in and to the Mortgage Loans and is lien holder of record to each of the Security Instruments. Under the Selling and Servicing Agreement and the Guide, the Servicer has certain rights and obligations to process, document, and make certain underwriting and/or servicing decisions concerning (i) the assumption of Mortgage Loan obligations in connection with the sale of the Property securing a Mortgage Loan, or a transfer of ownership interests in the borrower of such Mortgage Loan (collectively, a "Transfer/Assumption"), (ii) the granting of partial releases of the Property securing a Mortgage Loan, the granting of easements on the Property securing a Mortgage Loan, condemnation actions affecting the Property securing a Mortgage Loan and other matters affecting the Property securing a Mortgage Loan (collectively, "Collateral Administration"), or (iii) the modification of the Mortgage Loan in connection with the closing of a new Mortgage Loan (a "Supplemental Loan") secured by a subordinate lien on the same Property (collectively, a "Subordinate Lien Amendment").

C. In connection with any Mortgage Loan and in order to save the time and expense that would be required for Fannie Mae to execute and deliver (i) Transfer/Assumption documents or, when necessary, any modification of the multifamily loan and security agreement (the "Loan Agreement") or the Security Instrument evidencing or securing a Mortgage Loan necessitated in connection with a Transfer/Assumption and approved in accordance with the Guide (collectively, the "Assumption Documents"), or (ii) documents approved by the Servicer,

when necessary, to evidence Collateral Administration matters or actions approved in accordance with the Guide (collectively, the “Collateral Administration Documents”), or (iii) documents amending a Mortgage Loan in connection with a Subordinate Lien Amendment, to the extent such amendment is permitted by the Guide (collectively, the “Subordinate Lien Amendment Documents”), Fannie Mae desires to appoint the Servicer as its attorney-in-fact so that the Servicer may sign, acknowledge, deliver and record any Assumption Document, Collateral Administration Document, or Subordinate Lien Amendment Document on behalf of Fannie Mae.

IRREVOCABLE APPOINTMENT OF ATTORNEY-IN-FACT

1. Fannie Mae hereby constitutes and appoints the Servicer its true and lawful attorney-in-fact for it, and in its name, place, and stead, and for its use and benefits, for and in the name of Fannie Mae, to execute, endorse, and have acknowledged all Assumption Documents, Collateral Administration Documents, and Subordinate Lien Amendment Documents, and to do and perform every act and thing customarily and reasonably or proper to be done in connection with:

- (a) a Transfer/Assumption, including but not limited to:
 - (i) the release of existing borrowers, key principals and/or guarantors from their obligations under and in connection with the Mortgage Loan;
 - (ii) the acceptance of the assumption of obligations under and in connection with the Mortgage Loan by new borrowers, key principals and/or guarantors;
 - (iii) the release of escrowed funds, collateral, guaranties and other credit support with respect to the existing borrowers, key principals and/or guarantors, and the acceptance of new deposits, collateral and other credit support with respect to the new borrowers, key principals and/or guarantors;
 - (iv) the modification or amendment of the provisions of the documents evidencing or securing a Mortgage Loan, including without limitation, the Loan Agreement, the Security Instrument and UCC filings, provided no liens are released with respect to the Property securing the Mortgage Loan; or
- (b) Collateral Administration, including but not limited to:
 - (i) the granting of, or amendment to, an easement on or affecting the Property securing a Mortgage Loan, including the execution of any easement agreement, amendment to easement, subordination agreement, replat of the Property, or other document or instrument creating, amending, or approving the granting of the easement;

- (ii) the conveyance or partial release of lien of a portion of the Property securing a Mortgage Loan, including any modification or amendment to the legal description of the Property as set forth in the Security Instrument and UCC filings, to reflect such partial release, provided no liens are released with respect to the portion of the Property remaining as security for the Mortgage Loan;
- (iii) the settlement of a condemnation action or proceeding affecting the Property securing a Mortgage Loan, including the acceptance of any compensation or award in connection with the condemnation, conveyance and release of lien of a portion of the Property, any modification or amendment to the legal description of the Property as set forth in the Security Instrument or UCC filings, or any consent to a deed by the borrower of that portion of the Property subject to the condemnation action, provided no liens are released with respect to the portion of the Property remaining as security for the Mortgage Loan;
- (iv) renewals or continuations of a UCC filing and amendments to correct scrivener errors in connection with a UCC filing;
- (v) consents to a condominium conversion agreement impacting the Property securing a Mortgage Loan;
- (vi) Replacement Reserve Agreements, any amendment to a Replacement Reserve Agreement, or any amendment to a Loan Agreement that modifies or amends the replacement reserve terms of Part V of Schedule 2, Summary of Loan Terms, to the Loan Agreement, and any related schedules;
- (vii) Completion/Repair Agreements, any amendment to a Completion/Repair Agreement, or any amendment to the Loan Agreement that modifies or amends the completion/repair terms of Part V of Schedule 2, Summary of Loan Terms, to the Loan Agreement, and any related schedules;
- (viii) replacements or renewals of hedge documents where Fannie Mae is not also a credit enhancer of the transaction;
- (ix) any subordination, non-disturbance and attornment agreement or estoppel certificate in connection with an approval of a commercial lease, or any amendment to a commercial lease, affecting the Property securing a Mortgage Loan, including in connection with any lease regarding mineral rights, subsurface oil and/or gas rights;
- (x) any insurance loss proceeds agreement or any amendment to an insurance loss proceeds agreement;

(xi) any assignment of management agreement or any amendment to assignment of management agreement; or

(c) A Subordinate Lien Amendment, including any modification to a Mortgage Loan made contemporaneously with the closing of a Supplemental Loan by the Servicer or its affiliate, to be secured by a subordinate lien in the same Property securing the Mortgage Loan, provided that the Servicer or its lending affiliate has received a confirmed commitment from Fannie Mae to purchase the Supplemental Loan, subject to all terms of the Guide, including delegations of authority.

2. Third parties may rely upon the powers granted under this Limited Power of Attorney and upon the exercise of such power of the attorney-in-fact that all requirements and conditions precedent to such exercise of power have been satisfied. Any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing, or otherwise utilizing the same.

3. The powers granted under this Limited Power of Attorney are for limited administrative purposes only and do not create an agency relationship between the Servicer and Fannie Mae, other than the authority expressly outlined in this Limited Power of Attorney.

This Limited Power of Attorney is executed this 29th day of November, 2012 ("Date of Execution").

WITNESS

By: Mona A. Browne
Name: Mona A. Browne

By: Jennifer Clements
Name: Jennifer Clements

FANNIE MAE

By: Michael W. Dick
Michael W. Dick
Assistant Vice President

WASHINGTON, D.C.

I, Jennifer C. Maloney, a notary public in and for the District of Columbia, do hereby certify that Michael W. Dick, Assistant Vice President of Fannie Mae, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature acted, executed the instrument.

Given under my hand and seal this 29th day of November, 2012

JENNIFER C. MALONEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 31, 2015

J. Maloney
Notary Public
My Commission expires:

January 31, 2015

