

When recorded return to:  
Coastline Capital Asset Management, LLC  
5861 Pine Avenue, Suite B  
Chino Hills, CA 91709

Amended  
NTC 88658AM

2017-005738  
Klamath County, Oregon  
05/25/2017 02:33:00 PM  
Fee: \$57.00

## **LIMITED POWER OF ATTORNEY**

This Limited Power of Attorney is made in connection with that certain Master Services Agreement, by and between NRZ REO V - 2 Corp. (the "Owner") and Coastline Capital Asset Management, LLC (the "Manager"), and that certain Statement of Work, by and between Owner and Manager, each dated as of March 7, 2016 (together, the "Management Agreement"). This Limited Power of Attorney and each authorization and appointment made hereunder is subject to the terms of the Management Agreement.

Owner hereby makes, constitutes and appoints Manager for Owner's benefits and in Owner's name, place, and stead, as Owner's true and lawful attorney-in-fact, with full power of substitution, to act, only with respect to any of the matters described in Exhibit A hereto, and only in a manner necessary and proper to exercise the management and administrative powers set forth in the Management Agreement with respect to the real properties managed by the Manager pursuant to the terms of the Management Agreement and identified in Exhibit B hereto. This appointment shall not be assigned to any third party by Manager without the written prior consent of Owner. This Limited Power of Attorney shall remain in full force and effect until September 1, 2017.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Manager receives any notice of suit, litigation or proceeding in the name of the Owner, then the Manager shall forward a copy of same to the Owner in accordance with the Management Agreement.

Nothing herein shall give any attorney-in-fact the rights or powers to execute any deed or similar instrument conveying or transferring title in and to any real property, other than as set forth on Exhibit A attached hereto.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Manager to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon presentment of an original counterpart of this Limited Power of Attorney, or a copy of this Limited Power of Attorney, as confirmation that Owner has not revoked this Limited Power of Attorney or the limited powers granted to Manager hereunder. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Manager to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Manager for all purposes of this Limited Power of Attorney.

Manager shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Manager hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by

the Manager of the powers granted to it hereunder. The foregoing indemnity shall be in addition to and not in lieu of any indemnity of other right(s) Owner may have in the Management Agreement, at law or in equity, and survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Manager, by and through any of its directors or officers, or any other employee who is duly authorized by Manager to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Manager's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.


IN WITNESS WHEREOF, NRZ REO V - 2 Corp. as Owner has caused its corporate seal to be here affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 31 day of March 2017.

NRZ REO V - 2 Corp.

By: 

Name: Nicola Santoro, Jr.

Title: Chief Financial Officer

  
Witness: Jose Torres

  
Witness: Michael Tily

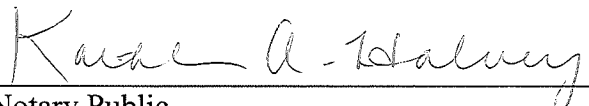
STATE OF NEW YORK

COUNTY OF NEW YORK

On this 31 day of March 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicola Santoro, Jr., Chief Financial Officer of NRZ REO V - 2 Corp., as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

KATHLEEN A. HALVEY  
NOTARY PUBLIC-STATE OF NEW YORK  
NO. 01HA6179532  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES 01-06-2020

  
Notary Public

My Commission Expires: 1/6/20

Exhibit A

**List of Permitted/Authorized Actions under Limited Power of Attorney**

- (a) To endorse, negotiate, deliver and deposit (into the account(s) specified in the Management Agreement) any check, draft, money order or other form of payment instrument payable to Owner and tendered as payment on or proceeds from any REO Property;
- (b) To endorse, execute, seal, acknowledge, deliver, file and/or record (including with the appropriate public officials) the following:
  - (1) Any documents required by a body or municipality to obtain ledgers or statements of past due balances, code violations, utility statements, tax bills or any other documents related to the properties owned or controlled by owner; and
  - (2) Any documents required by a homeowners association, condominium association, or any other similar body to obtain an estoppel, ledger of past due balances or similar document; and
  - (3) Any documents required by repair vendors, contractors or preservation to begin approved work on any REO Property, including but not limited to notice of commencement, contractors affidavit, or similar document; provided, that this clause (3) shall be limited to only those vendors previously approved in writing by the Owner in accordance with the Management Agreement); and
  - (4) Any documents required to enter into the sale of any REO Property and effect the transfer of any REO Property to a new owner; including but not limited to purchase and sale contract, related addenda, extensions, deed, settlement statements; and
- (c) To activate power, water, gas, or other similar services as necessary to manage and preserve any REO property.

Exhibit B

**Real Properties Subject to the Management Agreement and Limited Power of Attorney**

Address	City	State	Zip
4246 Bristol Ave	KLAMATH FALLS	OR	97603
64108 E CASCADE DR	MARBLEMOUNT	WA	98267
13250 Ne Via Tuscany Ave	NEWBERG	OR	97132
1006 E Jefferson St	BORGER	TX	79007
1606 E Sharp Ave	SPOKANE	WA	99202
7880E VICTORIA DR	TUCSON	AZ	85730