

POWER OF ATTORNEY

WHEREAS, _____ (“Client”) has agreed to place loans with Madison Management Services, LLC (“Servicer”) for purposes of servicing in accordance with terms and conditions of that certain Master Servicing Agreement entered into between Client and Servicer (the “Servicing Agreement”); and

WHEREAS, Client is desirous of appointing Servicer to act on its behalf under this Power of Attorney for purposes of, but not limited to, managing, servicing or foreclosing the Loans that are the subject of the Servicing Agreement.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, Client does hereby declare as follows:

1. With respect to each Loan, Client hereby agrees that **SERVICER shall have full power and authority, and Client hereby appoints SERVICER as its true and lawful attorney-in-fact** to (a) hold the original note(s), if necessary, and (b) to do all things and take all actions on behalf of Client which are necessary or convenient to effectuate the Servicing Agreement and its intent and to protect Client’s interest under any note, deed of trust, mortgage, guaranty, security agreement or other document pertaining to any Loan.

2. This Power of Attorney shall further evidence the appointment of SERVICER as Client’s true and lawful attorney-in-fact to undertake the duties of SERVICER hereunder.

3. Client agrees that no one shall be required to look beyond this Power of Attorney for evidence of SERVICER’s authority hereunder.

4. Without limiting the generality of anything contained herein, Client hereby authorizes and empowers SERVICER, on Client’s behalf, to:

(1) execute and deliver demands for payoff and beneficiary’s/Client’s statements of condition and the like;

(2) 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 Loans paid in full and with respect to the related real or personal property securing such Loans;

(3) 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;

(4) consent to modifications of the Loans if the effect of any such modification will not materially or adversely affect the security provided by the real or personal property in connection therewith;

(5) demand, reduce to possession, sue upon, collect, receive for, convey, transfer, or endorse or assign without recourse, any and all Loans and/or mortgages or deeds of trust subject to the Servicing Agreement, and institute foreclosure or possession proceedings (judicial or non-judicial), obtain a deed-in-lieu thereof, engage in settlement discussions, and enter into forbearance and other settlement-related agreements (which agreements may contain provisions that release or waive claims against a Borrower or Guarantor);

(6) 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

(7) 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.

5. Notwithstanding and foregoing or any other provision contained herein, SERVICER may not permit any modification to any loan that would materially change the interest rate, forgive the payment of any principal or interest (expressly excluding late charges or the difference between default and non-default interest), change the outstanding principal amount, or extend the maturity date, without Client's prior consent; provided, however, if Client fails to grant or deny its consent within three (3) business days after the notice from SERVICER, Client shall be deemed to have conclusively given its consent.

Effective Date and Termination Date: 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 _____. If no date is inserted in this paragraph, this Power of Attorney shall be deemed to expire three (3) years after its execution.

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

Print name:

Title:

Witnessed by: _____

Print name:

