

FORM OF LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NEW CENTURY FINANCIAL CORPORATION, a corporation organized and ist under the laws of Maryland, together with NEW CENTURY MORTGAGE CORPORATION, NEW CENTURY CREDIT CORPORATION, and Home123 CORPORATION, corporations organized and existing under the laws of California and having their principal place of business at 3337 Michelson Drive, Suite CN 350 Irvine, CA 92612, as Principals (collectively, the "Principal"), hereby constitutes and appoints RESIDENTIAL MORTGAGE SOLUTION L.L.C. having its principal place of business at 2800 28th Street, Santa Monica, CA 90405 as Appointee ("Appointee"), by and through the Appointee's officers, the Principal's true and lawful Attorney-in-Fact, in the Principal's name, place and stead, in connection with all mortgage loans and related assets acquired by Appointee pursuant to certain Amended and Restated Mortgage Loan Purchase Agreement dated as of September 12, 2007 (the "Closing Date"), as described in Annex I herein, including without limitation any improved real property ("Real Estate Owned"), in the name of Principal solely for the purpose of performing such acts and executing such documents in the name of the Principal necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes"), and respect of any deeds or other title instruments vesting or otherwise conveying ownership in and to any Real Estate Owned to Principal or its affiliates or subsidiaries, for which the undersigned has relinquished or otherwise transferred to Appointee, and for which the Appointee's Agents acting as the Appointee. On

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This Appointment shall apply only to the following enumerated transactions:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage of Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage of Deed of Trust as insured
- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to Principals to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as Real Estate Owned, or conveyance of title to Real Estate Owned.

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4. The completion of loan assumption agreements.

Resource Title 375 Glan Spring & del # 310 Cincinnatti, 04 45246

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03/28/2008 10:51 AM \$34.00
Book - 9587 Pa - 4345-4357
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON REAL ESTATES SERVICES
350 E 500 S STE 100
SLC UT 84111
BY: ZJM, DEPUTY - WI 13 P.

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- 5. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of Principal(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/recission of notice of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and order!
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sale of Real Estate Owned, including, without limitation, the execution, amendment, cancellation, or rescission of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions;

- e. attorney retainer or fee agreements, for evictions, closings, or other related litigation; and
- f. any and all documents necessary to effect the transfer of property.
- 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
- 11. The Endorsement on behalf of the Principal all checks, drafts, and/or negotiable instruments made payable to Principal.
- 12. To demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) associated with any and all Mortgages, Deeds of Trust, and other related assets, including without limitation Real Estate Owned, delegated by Principal to Appointee pursuant to the Agreement, and to use or take any lawful means for recovery by legal process or otherwise.
- 13. To demand, sue for, recover, and receive possession (whether possession is now in issue, or hereafter shall become in issue) of any and all Real Estate Owned associated with any and all Mortgages, Deeds of Trust, and other related assets delegated, assigned, or otherwise transferred by Principal to Appointee, and to use or take any lawful means for recovery by legal process or otherwise, including without limitation the execution, amendment, cancellation, or rescission of the following documentation:
 - a. notices to quit, or other initial demands; ecorder!
 - b. complaints or other initial court filings;
 - c. affidavits, declarations, and the like as necessary to obtain a court judgment for possession;
 - d. settlement agreements, cash-for-keys agreements, or other stipulations;
 - e. any and all required rent control related documentation, including without limitation registration statements; and
 - f. any and all documents necessary to effect gaining possession of property, or to counter or otherwise settle any alleged defenses to the right to possession.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the Closing Date.

This Power covers all loans, security instruments, and improved real property for which the Undersigned has authority to act, including under a Power of Attorney given by the title holder. The Undersigned agrees to execute such further documents as the Attorney-in-Fact may request from time to time to effectuate the purpose and intent of this Agreement, including, but not limited to, individual Powers of Attorney for specific properties and/or jurisdictions and deeds to third parties.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Appointee to the Principal, or otherwise limit in any manner any duties of the Appointee, under any other agreement, (ii) limit in any manner any representations or warranties provided by the Principal to the Appointee, or otherwise limit in any manner any duties of the Principal, under any agreement, (iii) be construed to grant the Appointee the power to initiate or defend any suit, litigation, or proceeding in the name of Principal except as specifically provided for herein, and (iv) be construed to create a duty of the Appointee to initiate or defend any suit, litigation, or proceeding in the name of Principal except as specifically provided for herein.

This Limited Power of Attorney is not intended to extend the powers granted to the Appointee under any other agreement or to allow the Appointee to take any action with respect to Mortgages, Deeds of Trust, Mortgage Notes, or other related assets, including without limitation Real Estate Owned, not authorized herein or in any other agreement.

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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.

This Limited Power of Attorney shall continue in full force and effect in perpetuity.

Third parties without actual notice may 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 and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

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Annex I - Mortgage Loan Schedule

Number	Name	Address	City	State
1003256176	MAXWELL	2778 NW 194 TERR	MIAMI GARDENS	FL
10417631	LATTANY	209 TOPEKA COURT	STOCKBRIDGE	GA
1007947010	AMOURA	2117 S 153RD STREET	ОМАНА	NE
1006767199	YUTSUS	1081 OLEANDER AVE	CHULA VISTA	CA
10610877	GALLO	20084 SOUTHWEST MOUNT HOPE LANE	BEND	OR
10571335	MOHR	1005 LAPORTE AVENUE	FORT COLLINS	CO
10510600	GULMATICO	40810 ROBARDS WAY	MURRIETA	
10430070	JOHNSON	9203 CLARIDGE DRIVE	HOUSTON	CA
10639244	CURI	1131 SOUTH HAMLIN AVENUE	PARK RIDGE	TX
10483085	KOROGHLI	1828 N. DECATUR BOULEVARD #103	LAS VEGAS	IL
10506360	MARQUEZ	205 COTTONTAIL LANE	GEORGETOWN	NV
10484360	MONTANO	5 RORY ROAD nt is	EDGEWOOD	TX
10518606	TURNER NO	2120 DEERWOOD LANE	CONWAY	NM ·
10489255	BAHRThis Do	6521 ALTA VISTA DRIVE	WATAUGA	SC
10489323		6845 HALTOM ROAD order!	FORT WORTH	TX
10489328	BAHR	6509 WESTRIDGE DRIVE	WATAUGA	TX
10489282	BAHR	3916 BIGLEAF LANE	FORT WORTH	TX
10548714	SMITH	1601 FORBES COURT	WILMINGTON	TX
10377794	CASON	713 WEST MARKET STREET	HONEY GROVE	NC
10530775	CARBALLO	2733 FARINGDON DRIVE	TALLAHASSEE	TX
10659718	GARCIA GALLEY	22040 WHITE TRAIL	VON ORMY	FL
10701421	RODRIGUEZ	2716 NORTH ORIANNA STREET	PHILADELPHIA	TX
10641953	CHAMBERS	507 WEST 7TH STREET	BONHAM	PA
10493554	MAFRESHI	3107 SYCAMORE LANE	MARIETTA	TX
	TURREL	653 NORTH 400 WEST	ST GEORGE	GA
1009081753				UT
1005204361	BENAVIDEZ	7902 ELDEN AVENUE	WHITTIER	CA
10538966	GUTHRIE	120 MANCHESTER LANE	AUSTIN	TX

10492429	LIEBENGOOD	19700 LUANA DRIVE	TEHACHAPI	CA
10550787	COCHRAN	4280 SALT LAKE BOULEVARD #D12	HONOLULU	НІ
1010503966	DUJARDIN	810 NOTTINGHAM DR.	OXNARD	CA
10518144	CORNEJO	42582 MORNING DEW COURT	MURRIETA	CA
10464529	GARCIA	171 BAY CIRCLE	SAN JACINTO	
1008296275	HAIRSTON	8332 GOLF LINKS ROAD	OAKLAND	CA
10562367	SMITH	6163 GIRVIN DRIVE	OAKLAND	CA
1008751521	LEFEBVRE	13607 21ST AVENUE EAST	TACOMA	CA
10488202	ROSALES	2980 ALTA VIEW DRIVE #I104	SAN DIEGO	WA
1006800875	TRUSS	3026 WEST VIEW STREET	LOS ANGELES	CA
1009092974	PULIDO	204 BELAIR DR	NEW IBERIA	CA
1008484115	WASHINGTON	520 COOL CREEK DR	ROCK HILL	LA
1008220338	PULIDO	1806 MINI DRIVE 15	VALLEJO	SC
1007457487	CASILLAS WATSON	6904 ARBOR LANE	BRYANS ROAD	CA
10502626	MCGHEE DO	215 LEE STREET cument is the property of	PARK FOREST	MD
10546558	NIEVES the I	1902 KELLIWOOD TRAILS DRIVE	KATY	IL.
1006396090	SOUZA	2515 K STREET NW	WASHINGTON	TX
10563361	WHALEN	2719 FIESTA KEY DRIVE	KISSIMMEE	DC
1007437856	MARTIKIAN	12612 HATTERAS STREET	VALLEY VILLAGE	FL
10555237	BRANCH	4502 KINDLEWOOD DRIVE	AREA LADSON	CA
1008200528	TAFT	109 ANTHONY STREET	AGAWAM	SC
1006448089	TURNAGE	1104 MORRIS STREET	ROSELLE	MA
10503000	BAKER	7040 AZURITE COURT	CASTLE ROCK	NJ
1007382307	JONES	19915 OLAND WAY	HOUSTON	CO
10546480	MIARKA	2859 SOUTH KILLARNEY WAY	AURORA	TX
1004974969	ROBINSON	5995 DANDRIDGE LANE	SAN DIEGO	CO
1008930918	HARRIS	13051 ANDY DRIVE	GULFPORT	CA
1008345542	WELLS	259 KAWAIHAE PLACE	HONOLULU	MS
				HI

1008794753	NOWLIN	6415 AVENIDA MADRID NW	ALBUQUERQUE	NM
10422180	LOTT	10006 STONEMONT ROAD	LA PORTE	TX
1008418410	LEOCADIO	847 SOUTH CALIFORNIA STREET	LODI	CA
1008600551	GRAY	1901 GOLDEN SHADOW COURT	HENDERSON	
1006824706	WOODS	16 COOLIDGE PLACE	FREEPORT	NV
1007882044	REYES	112 NEWHAM AVE	BRENTWOOD	NY NY
10520128	EJOMAH	2017 BIGLOW DRIVE	ANTIOCH	CA
1009866460	YSABEL	31 GLADSTONE ST	PROVIDENCE	RI
1007746433	CALLENDER	131 ALASKA STREET	STATEN ISLAND	
1009001867	KELLY	821 GREENE AVENUE	BROOKLYN	NY
1008810389	FOSNIGHT	4119 GRANDVIEW DR	GIBSONIA	NY
1005427059	REGENSBURG	69 EAST 8TH STREET	HUNTINGTON STATION	PA
1008886119	RYDER	75 ALEXANDER AVENUE	MONTCLAIR	NY
1008341234	RHODES NO	1425 CHEROKEE TRAILS	GREEN BAY	NJ WI
1007664280	RICHARDSON	74 SUMMER AVENUE cument is the property of	NEWARK	NJ
1008077653	HARDY the L	1943 WALTON AVE ecorder!	PITTSBURGH	PA
1007979155	CASAS	1322 MAYFAIR ST	SAN JUAN	TX
1010320342	BIRT	9139 KAEDING AVENUE NORTHEAST	OTSEGO	
1007784007	CORLISS	80 BUTTERNUT DRIVE	KEENE	MN
1009033315	UDDIN	171 EUCLID AVENUE	BROOKLYN	NH NY
10510293	MCBRIDE	15693 EAST CHENANGO AVENUE	AURORA	CO
1008756688	SMITH	3231 JUNIPER COURT	MAYS LANDING	NJ
1010033055	FLORES	1211 W. MILE 9 1/2 N. ROAD	MISSION	TX
1007756332	KUAR	3712 16TH AVE	SACRAMENTO	CA
1006717056	CURTIS	1448 BURCH RD	WEST EDMESTON	
1008636498	SANCHEZ	506 COOLIDGE AVENUE	LEHIGH ACRES	NY FL
1005494967	BAPTISTE	215 BERGEN STREET	GLOUCESTER CITY	
1008397246	PATTERSON	3335 OLIVER AVE NORTH	MINNEAPOLIS	NJ
				MN

1008374029	NOALLA	2608 GRASSY POINT DRIVE	LAKE MARY	FL
1009485363	YOUNG	3918 W. GLADYS AVENUE	CHICAGO	IL
1005626405	BROWN	573 N PINE AVE	CHICAGO	IL
1008549788	NIANG	29638 OAKWOOD STREET	INKSTER	MI
10339253	WILSON	941 SOUTH 20TH STREET	NEWARK	NJ
1007478909	JAMES	1646 NORTON ST	ROCHESTER	NY
1010401781	CURTIS	15464 ASBURY PARK	DETROIT	MI
1008076431	KRIEG	735 N SIXTH AVE	CANTON	IL.
1005597142	RICHMOND	729 NORTH ELMER STREET	SOUTH BEND	IN
1007259502	PEARSON	722 E. RUDISILL BLVD.	FORT WAYNE	iN
1007695327	SAULSBERRY	3540 CLEVELAND	KANSAS CITY	MC
1008256246	MERRITT	210 WEEKS RD	DOUGLAS	GA
1008418964	CONNON	720 CALL ST	LANSING	MI
1009290769	ALLEN	15709 BENTLER ST	DETROIT	MI
1009973932	MOORER	15050 TRINITY	DETROIT	MI
1009398270	ALBERT the	cument is the property of Late1 OAKWOOD DRIVE rder!	CHATTANOOGA	TN
10674481	THOMAS	709 CONLEY PLACE	LENOIR	NC
1007652211	REYES	1946 NORTH 550 WEST	CLEARFIELD	UT
1008134878	SMALLWOOD	6740 GALLANT CT SE	MABLETON	G/
1008672135	FLEMING	5680 WINDCHASE DRIVE	BUFORD	G/
1011170001	IVERSEN-	15001 WINDEMERE LANE	BURNSVILLE	M
10529679	HIERONIMUS LARIOS	40195 179TH STREET EAST	PALMDALE	
1007921797	MANN	3336 MILBRIDGE DRIVE	ANTIOCH	C.A TN
10498743	KUBOVY	3546 NORTH JANSSEN AVENUE	CHICAGO	
1010930889	MARTIN	UNIT# 1 44401 SANCROFT AVENUE	LANCASTER	IL C
1008427419	EBERHART	83 W. MAHOGANY PL	CHANDLER	C/
1007359100	ACORD	13114 E.TALL TREE RD.	SPOKANE VALLEY	AZ
1009178926	HENRY	7836 MOSES RD	HIXSON	W.
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10668511	Whitley	203 EAST EASY STREET.	FORT. PIERCE	FL
10702391	WILSON	4210 NORTH DARIEN STREET	PHILADELPHIA	PA
1008480146	SNYDER	1537 1/2 E MAHONEY AVE	MESA	ΑZ
1007670424	UDDIN	4844 N TRIPP AVE	CHICAGO	IL
1008726694	WANIGER	646 SMITH STREET, SW	ATLANTA	GA
10492209	PATTERSON	4668 SCARLET COURT	PALMDALE	CA
1011067935	FRANKS	29 SOUTH OLEANDER	BAKERSFIELD	CA
1009332901	BJORKMAN	1757 220TH AVENUE	NEW RICHMOND	WI
1008971400	FELTON	400 ALTOONA PLACE SW	ATLANTA	GA
1006715398	DOCKERY	1643 SOUTH TRUMBULL AVENUE	CHICAGO	IL.
1007770067	PERRY	1288 SOUTH PRECINCT STREET	TAUNTON	MA
1007429767	QUINTANA	155 CRYSTAL SPRINGS DR	LEXINGTON	SC
1007406568	AHMAD	214 SORREL COURT	PATTERSON	CA
1007931321	WILSON	5615 DEEP CREEK LANE	HOUSTON	TX
10509250	RAMIREZ This Do	479 TENNESSEE LANE	BIG BEAR LAKE	CA
1008249004	SHEPARD the L	541 6TH AVENUE SOUTH	CLINTON	IA
1008989295	SARR	119 PINE STREET	WILLIAMSTOWN	NJ
1007565850	WARREN	155 COOLIDGE ST.	HAVERSTRAW	NY
1009609676	STITES	554 WARREN AVENUE	COLORADO SPRINGS	co
1007938002	JAMES	1979 ACACIA CLUB ROAD	HOLLISTER	MO
10559489	DOWNEY	123 SOUTH DARROWBY DRIVE	RAYMORE	MO
1006962183	DUPLESSIS	1 GRIFFITH DRIVE	DURHAM	NH
1007789529	DONKOR	36927 ZINNIA ST.	PALMDALE	CA
1010624050	SCOTT	440 ELM STREET NW	ATLANTA	GA
1010855773	SHISSLER	2658 TULIP STREET	PHILADELPHIA	PA
1006851775	AD EOYE	6723 SHORT LANE	UPPER DARBY	PA
1007558617	CONDO	10 1/2 LANGDON STREET	SALEM	MA
1006964403	WHIBY	222-07 141ST AVENUE	LAURELTON	NY

1007103387	ROSENBERG	4409 KENOSKA STREET	NORTH PORT
1009251855	KELLY	2082 FOREST CREEK DRIVE	ROCK HILL
1008030196	YANKEE	41 C ST AKA 39-41 C ST, UNIT B	WHITINSVILLE
1010089824	PERINI	508 FOX RIDGE LANE	LEBANON
1007793499	SCHNECK	825 EASTON AVE	WATERLOO
1008668827	BAQUERO	9 HOOVER LANE	BETHPAGE
1010168150	BEAM	5721 SE 8TH STREET	DES MOINES
1007823830	WILSON	951 BLENHEIM STREET	OAKLAND
1007562853	THOMAS	20779 ASTER ROAD	ADELANTO
1010800163	DEAN	2746 S GROVE STREET	DENVER
1007737381	DUNHAM	8 EDWARD STREET	BATAVIA
1008750522	LIVELY	13600 NORTHSTAR AVENUE	VICTORVILLE
10569013	LANGMAN	2140 SUNSET RIDGE ROAD	GLENVIEW
1008849204	POLLARD	1631 SPRUCE STREET	BALTIMORE
1006439892	SHAVE This D	1133 VAN PATTEN ROAD	DUANESBURG
1009287746	FERNANDEZ	ocument is the property of La3724 BRIAR LANE Recorder!	ORANGE PARK
1010874869	KELLESTON	4600 BILTMORE AVE	CHATTANOOGA
10436600	WOLFF	4009 EAST RIVER DRIVE	FORT MYERS
1008262569	LUKINS	12731 HILDEN RD	ROUGEMONT
1006732495	JEAN	776 SOUTH 17TH STREET	NEWARK
1007039322	RIGAS	1606 16TH TERRACE	PALM BEACH GARDENS
1009502763	TEHERO	15-1789 29TH STREET	KEAAU
1009398626	WILLIAMS	2268 BOULEVARD GRANADA SW	ATLANTA
1006784606	BUSBY	1792 SHILLINGS BRIDGE RD	ORANGEBURG
1010592977	MAMO	765 FORMWALT ST SW	ATLANTA
1008974041	SPIKES	114 DEVIN DR	SHELBY
1005124171	PROEHL	3 RIVERVIEW LANE	BETTENDORF
1008559696	THOMPSON	3091 WENONAH PARK RD	BIRMINGHAM

AL

1008455904	KORMAN	1307 PINETREE DRIVE #3	STOCKTON	CA
1004604958	LEE	621 EAST 158TH STREET	SOUTH HOLLAND	
1007571166	DAVIS LEFLORE	5615 W ROOSEVELT DRIVE	MILWAUKEE	IL WI
1008027066	DECARLO	5151 BAPTIST RD.	PITTSBURGH	
1009194034	HOWARD	1053 MORAN AVE.	LINCOLN PARK	PA
1008636755	DEMPS	4209 RAVENWOOD AVENUE	SAINT LOUIS	MI
1006201923	SMITH	2129 W 54TH PLACE	CHICAGO	MO
1006630871	FIELDS	138 PRATT STREET	FRANKLIN	IL
1006712480	MELONSON	7417 LAURA KOPPE RD	HOUSTON	IN
1007164971	O'NEAL	5068 COOK RD	PETOSKEY	TX
1005986061	LIGGINS	226 WEST 41ST AVE	GARY	MI
1006211636	HALL	1517 EAST 43RD PLACE	GARY	IN
1009913533	ROBINSON	2630 NORTH GALE STREET	INDIANAPOLIS	IN
	HUDSON	8235 S EAST END AVE	CHICAGO	IN
1009371146	MCCLINTIC	RR1 BOX 178	GRANVILLE SUMMIT	IL
1008308459	BARNES the I	cument is the property of 2306 GLENROCK DRIVErder!	CINCINNATI	PA
1007462685	HENSON	300 NORTH 7TH STREET	MOUNT VERNON	ОН
1008339069	BAUMGARDNER	127 WEST SMITHFIELD	BRADFORD	IL
1007134460	CRIDER	2055 3RD ST SE	CANTON	ОН
1008018110	SAULS	895 SOUTH 22ND STREET	COLUMBUS	ОН
1008934157	SPERRY	520 KENILWORTH AVE SE	WARREN	ОН
1010633923 1007413211	MITCHELL	701 MALLISON AVE.	AKRON	ОН
	EVANS	9 LYLBURN RD	MIDDLETOWN	ОН
1006637491	GODFREY	454 MUELLER AVENUE	SAINT LOUIS	ОН
1009325839	GALLMAN	457 HOLLY STREET NORTH WEST	ATLANTA	МО
1007416922	LYKINS	126 HANOVER STREET	HAMILTON	GA
1007637293	OSBY	3016 6TH STREET NORTH	MINNEAPOLIS	ОН
1007736159	KETCHUM	3413 EAST 72ND STREET	CLEVELAND	MN
1007931465		O. O E. O C. CENTE		ОН

4000040770	LYKINS	1521 BLAIR AVE	CINCINNATI	ОН
1008249772	HARVEY	1652 HOLYOKE AVE	EAST CLEVELAND	
1008411462	GARCIA	87 BREWSTER DRIVE	WARWICK	OH
1008449235	PHILLIPS	1312 EAST 114TH STREET	CLEVELAND	RI
1008578960	LITTLE	918 LOCKBOURNE ROAD	COLUMBUS	ОН
1008688716	POWEL	1165 CASS STREET	GARY	ОН
1008810593	YOUNG	8908 BLAINE AVE	CLEVELAND	IN
1008821616	ARMBRESTER	30 EMMETT STREET	ALBANY	ОН
1009253201		,	EAST CLEVELAND	NY
1009361371	DENNARD	1833-35 BRIGHTWOOD AVE		ОН
1010127061	LIGON	264 VICTOR AVE	DAYTON	ОН
1010368924	JONES	3609 DUPONT STREET	FLINT	MI
1005655873	HARRIS	258 LAKE STREET	AKRON	ОН
1006363641	NASSER	3173 SIDENBENDER RD	TERRE HAUTE	ΙN
1006871511	PALFY NO	925 NEW HAMPTON WAY	MERRITT ISLAND	FL
1006953656	GESSNER D	1003 DELHI AVE	CINCINNATI	
1007206748		813 ELM STREETRecorder!	RAVENNA	ОН
1007244831	HOLNAPY	252 SANFORD ST	PAINESVILLE	KY
1007318761	JOHNSON	15409 HARVARD AVENUE	CLEVELAND	ОН
1007351180	SARRATT	8814 MARSHALL AVENUE	CLEVELAND	ОН
1007001100				ОН
		WILDER'S OF		

IN WITNESS WHEREOF, Jaime Lisac, as Chief Financial Officer has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 26th day of March, 2008.

By: Amie Lisac

Title: Chief Financial Officer

By: Name: Todd Brents

Title: Corporate Secretary

Witness:

Name: Pobert Lent

Witness:

Name: Robert Reed

Betorn to

the Lak 375 Glensprings Dr., #105.

Cincinnati, Ohio 45246

STATE OF California COUNTY OF Orange

On March 26, 2008 before me, Music Sprouse, a Notary Public, personally appeared Jamie Lisac and Todd Brents, personally known to me (or 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.

WITNESS my hand and official seal.

MUSIC SPROUSE
COMM. # 1751503
NOTATIVE COUNTY
MY COMM. EXP. JUNE 17, 2011