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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 056388

2019 AUG 21 AM 8:48

MICHAEL B. BROWN
RECORDER

J

RETURN TO:
C. R. Hall
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

Lake, IN 18083280



Orion Financial Group Inc.



GROUP, ORION FINANCIAL 18083280

OPHRYS/POA
ATLANTICA, LLC

AMOUNT \$ 25000
 CASH CHARGE
 CHECK # 1594520
 OVERAGE
 COPY
 NON-CONF
 DEPUTY MB

E

When recorded return to:
Roger Shaddack
Asset Management
Ophrys, LLC
2001 Western Avenue, Suite 400
Seattle, WA 98121

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is dated as of April 25, 2019, by the following NRZ Entity:

CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR THE NRZ PASS-THROUGH TRUST VI,

having an office at c/o New Residential Investment Corp., 1345 Avenue of the Americas, 45th Floor, New York, New York 10105 (the "NRZ Entity"), appointing as attorney-in-fact ATLANTICA, LLC, having an office at 2003 Western Avenue, Suite 340, Seattle, Washington 98121 (individually a "Purchaser" and together with Cerastes, LLC the "Purchasers") and CERASTES, LLC having an office at 2003 Western Avenue, Suite 340, Seattle, WA 98121 (individually a "Purchaser" and together with Atlantica, LLC the "Purchasers").

KNOW ALL MEN BY THESE PRESENTS, that the NRZ Entity, pursuant each of the Mortgage Loan Purchase Agreements between NRZ Mortgage Holdings LLC and the Purchasers listed on Exhibit A attached hereto and made a part hereof (each an "Agreement" and collectively the "Agreements"), hereby constitutes and appoints the Purchasers, NRZ Entity's true and lawful Attorney-in-Fact, in NRZ Entity's name, place and stead and for the NRZ Entity's benefit, in connection with all mortgage loans subject to the terms of the Agreement (the "Assets") for the purpose of performing all acts and executing all documents in the name of the NRZ Entity as may be reasonably necessary and appropriate to effectuate any of the following enumerated circumstances.

The Purchasers are authorized to act as attorney-in-fact in the following enumerated circumstances:

The NRZ Entity hereby appoints the Purchasers as their attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of the NRZ Entity any assignments, endorsements, deeds, documents or other instruments necessary to assign, convey, or otherwise transfer its interest in the Assets; and (ii) to execute on behalf of the NRZ Entity any documents necessary to carry out foreclosure or any other servicing-related activity pertaining to an Asset pursuant to the terms of the Agreement.

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, each subject to

the terms and conditions set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

If the Purchasers receive any notice of suit, litigation or proceeding in the name of the NRZ Entity, then the Purchasers shall promptly forward a copy of same to the NRZ Entity.

By exercising its powers granted hereunder, the Purchasers hereby agree to indemnify, defend, and hold Citibank, N.A. as Trustee, and their respective directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the exercise by the Purchasers of the powers specifically granted to them hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney or the earlier resignation or removal of Citibank, N.A., as Trustee, under the related agreements between Citibank, N.A., as Trustee and the NRZ Entity.

It is expressly understood and agreed by the Attorney-in-Fact and any person relying on this Limited Power of Attorney that (a) this Limited Power of Attorney and any document executed in connection therewith is, and will be, executed and delivered by Citibank, N.A., not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in this Limited Power of Attorney and any document executed in connection therewith on the part of the NRZ Entity or Trustee is made and intended not as personal representations, undertakings and agreements by Citibank, N.A. but is made and intended for the purpose of binding only the NRZ Entity or Trustee, (c) nothing in this Limited Power of Attorney and any document executed in connection therewith shall be construed as creating any liability on Citibank, N.A. individually or personally, to perform any covenant either expressed or implied contained in this Limited Power of Attorney and any document executed in connection therewith of the NRZ Entity or the Trustee, all such liability, if any, being expressly waived by the Attorney-in-Fact and any person relying on this power of attorney and by any person claiming by, through or under the Attorney-in-Fact or such person, (d) Citibank, N.A. has made no investigation as to the accuracy or completeness of any representations and warranties made this Limited Power of Attorney and any document executed in connection therewith and (e) under no circumstances shall Citibank, N.A. be personally liable for the payment of any indebtedness or expenses of the NRZ Entity or Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the NRZ Entity or the Trustee under this Limited Power of Attorney and any document executed in connection therewith.

Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorney-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Trustee, as trustee or in its individual capacity, for any reason whatsoever.

This Limited Power of Attorney shall terminate six (6) months from the date hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this

IN WITNESS WHEREOF, the NRZ Entity has executed this Limited Power of Attorney on the day and year first written above.

Citibank, N.A.,
not in its individual capacity, but solely
as Trustee for the NRZ Pass-Through Trust VI

By: _____
Name: Valerie Delgado
Title: Senior Trust Officer

Witness: Anthony Bausa

Witness: Brian Lord

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On the 25th day of April, 2019, before me, a Notary Public in and for said State, personally appeared Valerie Delgado, Senior Trust Officer of Citibank, N.A., not in its individual capacity, but solely as Trustee of NRZ Pass-Through Trust VI personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of 25th April, 2019.

WITNESS my hand and official seal.

Notary Public

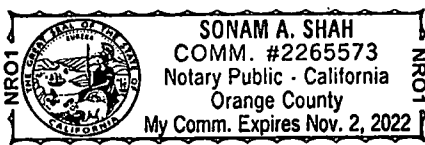


EXHIBIT A

1. Mortgage Loan Purchase Agreement dated October 2, 2018 between NRZ Mortgage Holdings LLC as Seller and Atlantica, LLC, as Purchaser
2. Mortgage Loan Purchase Agreement dated December 5, 2018 between NRZ Mortgage LLC as Seller, Atlantica, LLC as a Purchaser and Cerastes, LLC as a Purchaser

