

Prepared By:
Red Creek Asset Management LLC
333 S.E. Second Avenue, Suite 1920
Miami, FL 33131

LIMITED POWER OF ATTORNEY

Each of the trusts identified on the attached Exhibit A (the "Trusts"), by and through Wilmington Savings Fund Society, FSB, having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801 not in its individual capacity but solely as trustee ("Trustee") for each of the Trusts listed on Exhibit A attached hereto, hereby constitutes and appoints Meridian Asset Services, LLC, having an office at 3201 34th Street South, Suite B310, St. Petersburg, FL 33711 (the "Attorney-In-Fact" or "Designee"), and in its name, aforesaid Attorney-In-Fact, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in items (1-2) below in connection with the Mortgage Loan Purchase and Sale Agreement dated as of August 9, 2023 (the "Agreement"), among Seller, GCAT Management Services 2020-3 LLC, and Citigroup Global Markets Realty Corp. ("the Purchaser"). 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 is executed and delivered on behalf of the Trusts by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as Trustee on behalf of the Trusts, 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 on the part of the Trusts or Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Savings Fund Society, FSB but is made and intended for the purpose of binding only the Trusts, (c) nothing in the Agreement or herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, individually or personally, to perform any covenant either expressed or implied contained herein of the Trusts or 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) Trustee has made no investigation as to the accuracy or completeness of any representations and warranties herein and (e) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of the Trusts, Trustee or Designee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trusts, Trustee or Designee under this Limited Power of Attorney or any other related documents. 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.

The said Attorney-in-Fact is hereby authorized and empowered, as follows:

1. Execute assignments and related instruments and documents necessary, if any, to convey and assign the mortgage loans set forth in the Agreement from the applicable Trust to the Purchaser.
2. To endorse, on behalf of the applicable Trust, the Note or equivalent for each Mortgage Loan to Purchaser provided however that upon the direction of the Purchaser or its designee the endorsee may be left blank.

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.

The Trustee shall be entitled to the benefits of the indemnification set forth in the Agreement for Services effective as of June 16, 2014, and the rights, protections and indemnifications of the related Title Trust Agreement that formed such Trust.

13127

Witness my hand and seal this 9th day of August, 2023.

NO CORPORATE SEAL

On Behalf of the Trusts, by Wilmington Savings
Fund Society, FSB not in its individual capacity
but solely as Trustee

By: KB

Name: Kyle Broadbent

Title: Trust Officer

A

Witness: Candice MacDonald

Alexandra Marroni

Witness: Alexandra Marroni

R Simpson

Attest: Rachel Simpson

CORPORATE ACKNOWLEDGMENT

State of Delaware County of New Castle

On the 9th day of August in the year 2023 before me, the undersigned, personally appeared Kyle Broadbent of Wilmington Savings Fund Society, FSB personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal. Signature: _____



My commission expires: March 16, 2027



Exhibit A

BCAT 2020-3TT

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