

Prepared By:
Kendra Cook
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Caliber Home Loans, Inc. 1525 South Beltline Rd., Coppell, TX 75019 (the "Servicer"), as attorney-in-fact for U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for each entity listed on Schedule A attached hereto (hereafter, each an "Trust"), exhibited in each Limited Power of Attorney as listed on Schedule D, hereby delivers this Limited Power of Attorney to make, constitute and appoint DLJ Mortgage Capital, Inc. 11 Madison Avenue, New York, NY 10010 ("Purchaser") and Meridian Asset Services, LLC, 3201 34th Street South, Saint Petersburg, FL 33711 (the "Successor Servicer"), as each Trust's true and lawful attorneys-in-fact to act in the name, place and stead of each Trust for the purposes set forth below. This Limited Power of Attorney is given pursuant to those certain Mortgage Loan Purchase and Interim Servicing Agreement listed on Schedule B hereto (each, an "Agreement"), each by and among the Purchaser, Servicer, Responsible Party and the Seller listed on Schedule C hereto ("Seller") to which reference is made for the definition of all capitalized terms herein.

Now therefore, in consideration of the mutual promises, obligations and covenants contained herein and in the applicable Agreement and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Servicer does hereby make, constitute and appoint Successor Servicer the true and lawful attorney-in-fact of each Trust and in each Trust's name, place and stead with respect to each mortgage loan sold to Purchaser pursuant to the applicable Agreement for the following, and only the following, purposes:

1. To procure, prepare, complete, execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/ releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing, in each case relative (a) to the proper servicing of the related mortgage loan sold pursuant to the applicable Agreement or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to each such mortgage loan vests in the proper party, (c) to any other transfer of record title which is required with respect to such mortgage loans or the underlying security interest related to each such mortgage loan, (d) ensuring that each promissory note related to each such mortgage loan has been properly endorsed to the proper person or entity and (e) curing any other defects associated

with any other document or instrument with respect to a mortgage loan sold by a Seller to Purchaser pursuant to the applicable Agreement.

2. To procure, prepare, complete, execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of each Trust in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign checks or negotiable instruments received by Successor Servicer as a Mortgage Loan Payment.

Each Trust intends that this Limited Power of Attorney be coupled with an interest and irrevocable. The rights, power, and authority of the attorney-in-fact granted in this instrument will commence and be in full force and effect as of the date of execution hereof.

Each Trust further grants to its attorney-in-fact full authority to act in a commercially reasonable manner as proper and necessary to exercise the foregoing powers, and ratifies every act that Successor Servicer may lawfully perform in exercising those powers by virtue hereof and in compliance with any applicable laws, rules and regulations.

Each Trust further grants to Successor Servicer the limited power of substitution and revocation of any affiliate of Successor Servicer in its capacity as assignee to the applicable Agreement or, in the case of another party in its capacity as assignee to the applicable Agreement, with such Trust's or Seller, as applicable, prior written consent, for the purpose and only for the purpose of endorsing or assigning notes or security instruments in such Trust's name, and hereby ratifies and confirms all that the attorney-in-fact, or its substitute or substitutes, shall lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.


Caliber Home Loans, Inc (the "Servicer") hereby agrees to indemnify and hold Successor Servicer and its directors, 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 Successor Servicer of the powers granted to it under this Limited Power of Attorney, provided, however, that this indemnification is not intended to, and shall not, extend to or cover any losses incurred as a result of any gross negligence or willful misconduct by Successor Servicer in its exercise of the powers granted to it herein


Any and all third parties dealing with Successor Servicer as each Trust's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer, and need not make any inquiry about whether Successor Servicer is acting pursuant to the applicable Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer that any particular Mortgage Loan or related mortgaged real

property in question is subject to and included under this Limited Power of Attorney or the applicable Agreement.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 26th day of April, 2018.

CALIBER HOME LOANS, INC.

By: 
 Name: Kendra Cook
 Title: Vice President

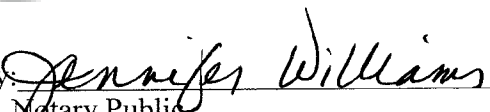
Witnesses: 
Randy Massey

Witnesses: 
Brandi Coulter

STATE OF Oklahoma) SS
 COUNTY OF Oklahoma)

On April 26th, 2018, before me, Jennifer Williams, a notary public for and within the said county, personally appeared, Kendra Cook, Vice President of Caliber Home Loans, Inc. 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

By: 
 Notary Public



Schedule A

LSF9 Master Participation Trust

Unofficial
Copy

Schedule B – Agreement

Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT LXII, LLC, VOLT LVI, LLC, VOLT LVII, LLC, VOLT LV, LLC, VOLT LX, LLC, VOLT LVIII, LLC, VOLT 2014-NPL, LLC, VOLT LXI, LLC, VOLT XXXVIII, LLC, VOLT LIX, LLC, VOLT XL, LLC, VOLT LIV, LLC as sellers, LSF9 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc., as purchaser and Caliber Home Loans, Inc. dated 1/19/2018.

Unofficial
Copy

Schedule C

VOLT LXII, LLC, VOLT LVI, LLC, VOLT LVII, LLC, VOLT LV, LLC, VOLT LX, LLC, VOLT LVIII, LLC, VOLT 2014-NPL, LLC, VOLT LXI, LLC, VOLT XXXVIII, LLC, VOLT LIX, LLC, VOLT XL, LLC, VOLT LIV, LLC as sellers, LSF9 Mortgage Holdings, LLC as a responsible party

Unofficial
Copy

Schedule D
Servicer Limited Power of Attorney

Document drafted by and
RECORDING REQUESTED BY:
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at One Federal Street, EX-MA-FED, Boston, MA 02110, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Caliber Home Loans, Inc. (fka Vericrest Financial, Inc. as of April 8, 2013) and its wholly-owned subsidiary, Caliber Real Estate Services, LLC ("CRES"), (collectively referred hereafter as ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank Trust National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to Schedule A attached hereto.

1. 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) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

After recording return to:
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the

transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank Trust National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to", "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its 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 misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

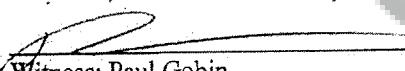
Witness my hand and seal this 17th day of May, 2017.

NO CORPORATE SEAL

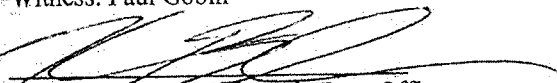
On Behalf of the Trusts, by
U.S. Bank Trust National Association, as
Trustee


Witness: Patrick MacDonald

By: 
Amy B. Byrnes, Senior Vice President


Witness: Paul Gobin

By: 
David Duclos, Vice President


Attest: Kevin A. Blanchard, Trust Officer

Document drafted by U.S. Bank Trust
National Association, as Owner Trustee

CORPORATE ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Suffolk

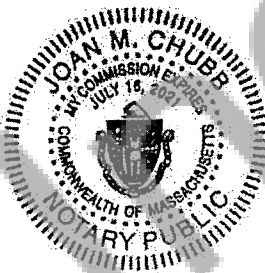
On this 17th day of May, 2017, before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Amy B. Byrnes, David Duclos, Kevin A. Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President, Vice President, and Trust Officer respectively of U.S. Bank Trust National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: _____

Joan Chubb

My commission expires: 7/16/2021



US BANK TRUST, NATIONAL ASSOCIATION

EXHIBIT A

LSF6 BERMUDA INVESTMENTS 2011-1 TRUST
LSF6 BERMUDA MRA TRUST
LSF6 MRA REO TRUST

LSF6 INVESTMENTS 2011-1 TRUST
LSF6 BERMUDA MRA HOLDINGS TRUST
LSF6 WLI TRUST

LSF7 BERMUDA NPL I TRUST
LSF7 BERMUDA NPL II TRUST
LSF7 BERMUDA NPL III TRUST
LSF7 BERMUDA NPL IV TRUST
LSF7 BERMUDA NPL V TRUST
LSF7 BERMUDA NPL VI TRUST
LSF7 BERMUDA NPL VII TRUST

LSF7 NPL I TRUST
LSF7 NPL II TRUST
LSF7 NPL III TRUST
LSF7 NPL IV TRUST
LSF7 NPL V TRUST
LSF7 NPL VI TRUST
LSF7 NPL VII TRUST

VERICREST OPPORTUNITY LOAN TRUST 2011-NPL2
VOLT PARTICIPATION TRUST 2011-NPL2
VOLT ASSET HOLDINGS NPL3
VOLT ASSET HOLDINGS TRUST XVI
VOLT NPL IX ASSET HOLDINGS TRUST
VOLT RPL XI ASSET HOLDINGS TRUST
VOLT RLF XII TRUST
VOLT XIV ASSET HOLDINGS TRUST
VOLT 2012-RPL1 ASSET HOLDINGS TRUST
VOLT 2012-NPL1 ASSET HOLDINGS TRUST
VOLT 2012 RPL2 ASSET HOLDINGS TRUST
VOLT RLP ASSET HOLDINGS TRUST

LSF8 MASTER PARTICIPATION TRUST
LSF9 MASTER PARTICIPATION TRUST
LSF10 MASTER PARTICIPATION TRUST
LSRMF MASTER PARTICIPATION TRUST