

BK: 2024 PG: 124
Recorded: 1/17/2024 at 2:02:51.0 PM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Please record and return to:
LPOA Oversight
JPMorgan Chase Bank, National Association
7301 Baymeadows Way
Jacksonville, FL 32256

Document: Power of Attorney

Date of POA: May 24, 2023

Grantor: Federal Deposit Insurance Corporation
1601 Bryan Street
Dallas, TX 75201

Grantee: JPMorgan Chase Bank, National Association
7301 Baymeadows Way
Jacksonville, FL 32256

Preparer: Susan L. Keojampa, Sr. Attorney
Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas, TX 75201
214.754.0098

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby appoints JPMorgan Chase Bank, National Association ("Chase"), acting by and through its duly appointed officers and employees, to act as Attorney-in-Fact of the FDIC as Receiver of First Republic Bank, San Francisco, California ("Receiver").

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, and deliver on behalf of the Receiver, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, reconveyances, releases, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale or transfer of any asset of First Republic Bank including all loans formerly held by First Republic Bank to Chase or to an affiliate of Chase, pursuant to that certain Purchase and Assumption Agreement ("PAA"), dated as of May 1, 2023 among the FDIC in its corporate capacity, the FDIC as Receiver, and Chase.

2. Regarding loans previously owned or serviced by the former First Republic Bank that have been paid off, otherwise satisfied, or that were sold or transferred prior to bank failure, authority is granted to the Attorney-in-Fact to execute, acknowledge, and deliver on behalf of the Receiver any and all documents and instruments of sale, transfer, conveyance, satisfaction, reconveyance, release and/or assignment that may be necessary or appropriate for the completion of the documentation of the obligations of the former First Republic Bank in connection with such paid-off loans, loans sold or transferred, loans otherwise satisfied, or other obligations. All lien releases and related documents including, without limitation, issuance of mortgage assignments on paid-off loans, prepared in connection with this Limited Power of Attorney, shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt or assignment of the mortgage as appropriate.

The Attorney-in-Fact shall undertake to complete all appropriate due diligence necessary to verify that the loan was paid off or otherwise satisfied for any collateral being released or to verify that any loan was sold or transferred for any loan being assigned.

3. To execute, acknowledge, record, and deliver on behalf of the Receiver and as successor in interest to the rights, title and interest of First Republic Bank all documentation and instruments to declare and acknowledge that any loan originated, consummated, or funded by Chase after May 1, 2023 with loan documents that identified the lender as First Republic Bank, was the property of Chase notwithstanding that First Republic Bank is identified as the lender in the loan documents that evidence the loan.

4. The form that the Attorney-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of First Republic Bank, San Francisco, California

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

By: _____
Name: _____
Title: _____

All other documents of assignment, conveyance, or transfer shall contain the following sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

The form that the Attorney-in-Fact shall use for executing documents other than for endorsing promissory notes or preparing allonges to promissory notes shall be substantially as follows:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for First Republic Bank, San Francisco, California

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

By: _____
Name: _____
Title: _____

5. FDIC further grants to the Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for. Nothing contained herein or arising by reason of the exercise of the powers granted in this Limited Power of Attorney by the Attorney-in-Fact shall or create any duty or obligation on the part of Chase that is not otherwise imposed as expressly stated in the PAA.

This Limited Power of Attorney shall be effective from May 1, 2023 ("Effective Date"), and shall continue in full force and effect through May 31, 2025, unless otherwise terminated by the Receiver ("Revocation"). Upon a Revocation, this Limited Power of Attorney is terminated. Additionally, upon the termination of employment with Chase (for any reason) of any duly appointed officer or employee acting hereunder, such terminated officer's or employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as to the authority of Chase's officers and employees to exercise the powers herein granted unless (1) a Revocation has been recorded in the public records of Office of the County Clerk of Dallas County, Texas; (2) Notice of the Receivership Termination has been published in the *Federal Register*; or (3) a third party has received actual notice of a Revocation.

The FDIC ratifies, adopts, and agrees to be bound by the documents executed by the Attorney-in-Fact acting on the FDIC's behalf during the term between the Effective Date and the date of execution of this Instrument, to the extent that said acts were within the scope of the authority granted to the Attorney-in-Fact pursuant to this Limited Power of Attorney.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be executed and subscribed in its name effective as of May 24, 2023.

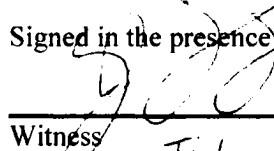
Federal Deposit Insurance Corporation

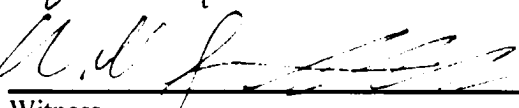
By: 

Name: Patricia A. Deaton

Title: Chief, Customer Service & Records Research Section

Signed in the presence of the following witnesses:

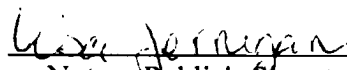

Witness Name: Tyler Caviness


Witness Name: William Starnes

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Patricia A. Deaton, Chief, Customer Service & Records Research Section for the Federal Deposit Insurance Corporation, to me personally known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on May 24, 2023.


Notary Public's Signature

My Commission expires: 3.17.2024

