

1 (b) An agreement of the Settling Parties to the form
2 and content of all documents identified in this Stipulation that
3 are necessary to carry out this Stipulation;

4 (c) A Final Order has been entered certifying as
5 against all Defendants pursuant to Rule 23(b) (3) of the Federal
6 Rules of Civil Procedure an opt out class of all borrowers who
7 obtained loans from or through Related Debtors from January 1,
8 1992 through the present;

9 (d) A Final Order, after a hearing and notice to
10 members of the Class, Non-Settling Defendants, and all other
11 persons whom the District Court determines are entitled to
12 notice, approving pursuant to Federal Rule of Civil Procedure
13 23(e) the settlement by the Class certified pursuant to Rule
14 23(b) (3);

15 (e) The Confirmation Order has been entered by the
16 District Court, and either the order has become Final, or no part
17 of the Confirmation Order has been stayed pending appeal;

18 (f) The Bar Order has been entered by the District
19 Court, and either the Bar Order has become Final, or no part of
20 the Bar Order has been stayed pending appeal;

21 (g) The District Court has entered the Consent
22 Decrees, which orders have become Final;

23 (h) Unless this provision is waived by the Related
24 Debtors and Brian Chisick, the District Court has entered an
25 order, as applied for by the Defendants, which shall remain in
26 place pending the conclusion of the opt out period of the class
27 action settlement, providing, to the greatest extent permitted by
28 the law, that no Person or attorney shall initiate contact with,

1 or solicit in any manner, any borrower of the Related Debtors
2 with respect to this settlement or any term of the proposed
3 settlement;

4 (i) The time within which Related Debtors, Brian
5 Chisick, or MBIA may exercise the option to terminate the
6 Stipulation pursuant to ¶ 7.6 hereof has expired without the
7 option being exercised; and

8 (j) In a form acceptable to the Settling Parties, the
9 District Court has entered Judgments or final orders in the
10 Actions, to the extent they are pending before it, (i)
11 dismissing the Actions with prejudice to the extent required by
12 ¶ 2.13, (ii) containing the Bar Order, (iii) entering the Consent
13 Decrees described in ¶¶ 2.4 and 2.5, (iv) certifying the judgment
14 to be final under Federal Rules of Civil Procedure Rule 54(b),
15 and (v) either that judgment has become Final, or no part of it
16 has been stayed pending appeal.

17 7.2 Upon the occurrence of all of the events referenced in
18 ¶ 7.1 above, any and all remaining interest or right of
19 Defendants in or to the Liquidating Trust Fund and the Redress
20 Fund, if any, shall be absolutely and forever extinguished.

21 7.3 If all of the conditions specified in ¶ 7.1 are not met
22 then the Stipulation shall be canceled and terminated subject to
23 ¶ 7.7 unless Coordinated Plaintiffs and Defendants mutually agree
24 in writing to proceed with the Stipulation.

25 7.4 The parties acknowledge that upon entry of the Bar
26 Order the District Court will give the Non-Settling Defendants
27 the benefit of any offset against any future judgments against
28 them to which they are legally entitled. The Settling Parties

1 agree that the determination of the issue of how the offset is to
2 be calculated, including the calculation of the offset if any
3 applicable to equitable subordination, will not affect the
4 finality of this Stipulation so long as the District Court has
5 entered a Bar Order. Any dispute regarding the offset shall be
6 submitted to the District Court for determination.

7 7.5 In the event that the Bar Order described in ¶ 7.1(f)
8 above, or any part or aspect of that order, is reversed on
9 appeal, this Stipulation shall remain in force and effect, but
10 Plaintiffs agree that any defendant, including without limitation
11 the Non-Settling Defendants, being sued by any of the Plaintiffs,
12 including by Members of the Class, shall be entitled to an
13 affirmative defense in that action, without the assertion of a
14 cross complaint, reducing the amount of its liability to
15 Plaintiffs, or any of them, (including a reduction in the amount
16 by which its claim is equitably subordinated) by the amount of
17 that liability for which that Non-Settling Defendant proves that
18 the Defendants, or any of them, are liable to it under any theory
19 permitted by law. This clause is intended to benefit the Non-
20 Settling Defendants. Plaintiffs, including Members of the Class,
21 agree not to enter into any settlement with any Non-Settling
22 Defendant entitled to assert the defense referred to in this
23 paragraph without obtaining a release by such Non-Settling
24 Defendant of all claims against the Defendants in substantially
25 the form of the release by the Plaintiffs in favor of the
26 Defendants.

27 7.6 Each of the Related Debtors, Brian Chisick, or MBIA
28 shall have the option to terminate the settlement as set forth in

1 the Supplemental Agreement. The Supplemental Agreement is
2 incorporated into this Stipulation as though set forth in full
3 herein and will be filed under seal with the Court.

4 7.7 In the event that the Stipulation is not approved by
5 the Court or the settlement set forth in the Stipulation is
6 terminated or fails to become effective in accordance with its
7 terms, the Settling Parties shall be restored to their respective
8 positions in the Actions as of February 25, 2002. In such event,
9 the terms and provisions of the Stipulation, any class
10 certification order issued pursuant to this Stipulation, any
11 representations and warranties made herein, and any definitions
12 in Section 1 necessary to interpret or effectuate the foregoing
13 Paragraphs, shall have no further force and effect with respect
14 to the Settling Parties and shall not be used in the Actions or
15 in any other proceeding for any purpose, and any judgment or
16 order entered by the Court in accordance with the terms of the
17 stipulation shall be treated as vacated, *nunc pro tunc*. No order
18 of the Court or modification or reversal on appeal of any order
19 of the Court concerning the distributions from the Redress Fund
20 or the amount of any attorneys' fees, expenses and interest
21 awarded by the Court to the Coordinated Plaintiffs or any of
22 their counsel shall constitute grounds for cancellation or
23 termination of the Stipulation.

24 **8. Miscellaneous Provisions**

25 8.1 The Settling Parties (a) acknowledge that it is their
26 intent to consummate this agreement; and (b) agree to cooperate
27 to the extent reasonably necessary to effectuate and implement
28 all terms and conditions of the Stipulation and to exercise their

1 oest efforts to accomplish the foregoing terms and conditions of
2 the Stipulation.

3 8.2 The Settling Parties agree that the amount paid to the
4 Redress Fund and the other terms of the settlement were
5 negotiated in good faith by the Settling Parties, and reflect a
6 settlement that was reached voluntarily after consultation with
7 competent legal counsel. The Settling Parties reserve their
8 right to rebut, in a manner that such party may determine to be
9 appropriate, any contention made in any public forum that the
10 Actions were brought or defended in bad faith or without a
11 reasonable basis.

12 8.3 Neither the Stipulation nor the settlement, nor any act
13 performed or document executed pursuant to or in furtherance of
14 the Stipulation or the settlement: (a) is or may be deemed to be
15 or may be used as an admission of, or evidence of, the validity
16 of any Released Claim, or of any wrongdoing or liability of the
17 Defendants and released Persons; or (b) is or may be deemed to be
18 or may be used as an admission of, or evidence of, any fault or
19 omission of any of the Defendants and released Persons in any
20 civil, criminal, or administrative proceeding in any court,
21 administrative agency, or other tribunal. Defendants and
22 released Persons may file the Stipulation and/or the judgment
23 approving the Stipulation in any action that may be brought
24 against them in order to support a defense or counterclaim based
25 on principles of *res judicata*, collateral estoppel, release, good
26 faith settlement, judgment bar or reduction or any other theory
27 of claim preclusion or issue preclusion or similar defense or
28 counterclaim. In the event the Bar Order is reversed on appeal

1 and the provisions of Paragraph 7.5 are operative, Defendants
2 shall have the right to intervene in any action by or on behalf
3 of Members of the Class against any Non-Settling Defendants.

4 8.4 All agreements made and orders entered during the
5 course of the Actions relating to the confidentiality of
6 information shall survive this Stipulation.

7 8.5 The Stipulation, the Supplemental Agreement, and the
8 Consent Decrees may be amended or modified only by a written
9 instrument signed by or on behalf of all Settling Parties who are
10 signatories to those documents or their respective successors-in-
11 interest, and approved by the Court.

1'2 8.6 This Stipulation is not intended to, and does not,
13 alter, amend or modify any of the provisions of the
14 Securitization Documents or the respective rights of the
15 Trustees, MBIA, FSA or the Residual Certificateholders
16 thereunder.

17 8.7 This Stipulation, the Supplemental Agreement, and the
18 Consent Decrees are integrated agreements and constitute the
19 entire agreement concerning the settlement of the Actions between
20 Plaintiffs and Defendants. This Stipulation, the Supplemental
21 Agreement and the Consent Decrees supersede any prior written
22 agreement, including without limitation the Term Sheet, and any
23 prior or contemporaneous oral agreement, and cannot be
24 interpreted, altered, or modified by reference to such
25 agreements. No representations, warranties, or inducements have
26 been made to any party concerning the Stipulation, the
27 Supplemental Agreement and the Consent Decrees other than
28 representations, warranties and covenants contained and

1 memorialized in those documents. Except as otherwise provided
2 herein, each party shall bear its own costs.

3 8.8 Counsel for the Representative Plaintiffs and the Class
4 Members are expressly authorized by the Representative Plaintiffs
5 to take all appropriate action required or permitted to be taken
6 by the Class Members pursuant to the Stipulation to effectuate
7 its terms and also are expressly authorized to enter into any
8 modifications or amendments to the Stipulation on behalf of the
9 Class which they deem appropriate.

10 8.9 Except with respect to the attorneys for the FTC, who
11 sign subject to the approval of the Commission, and the
12 representatives of the offices of the State Attorneys General,
13 who sign subject to the approval of their respective Attorneys
14 General, each counsel or other Person executing this Stipulation
15 on behalf of any party hereto hereby warrants that such Person
16 has the full authority to do so.

17 8.10 It is the express intent of the Settling Parties thst
18 this Stipulation end all litigation and provide complete peace
19 among the Plaintiffs, the Defendants, and their Related Persons
20 with respect to the claims or conduct alleged or that could have
21 been alleged with respect to such conduct in the Plaintiffs'
22 complaints, including the Official Borrowers Committee Complaint.
23 In furtherance of that objective, all Settling Parties agree to
24 be bound by an express covenant of good faith and fair dealing
25 towards the other parties and not to induce or attempt to induce
26 any other Person or entity to commence any litigation or other
27 proceedings against the other parties hereto with respect to the
28 claims and conduct alleged or that could have been alleged with

1 respect to such conduct in the Plaintiffs' complaints, including
2 he Official Borrower's Committee complaint.

3 8.11 The Stipulation may be executed in one or more
4 counterparts, and the Settling Parties acknowledge that any
5 facsimile signature shall be treated for all purposes as if it
6 were an original signature. All executed counterparts and each
7 of them shall be deemed to be one and the same instrument. A
8 complete set of original executed counterparts shall be filed
9 with the Court.

10 8.12 The Stipulation shall be binding upon, and inure to the
11 benefit of, the successors and assigns of the parties hereto.

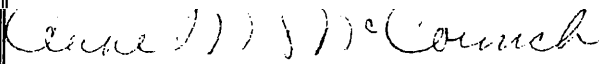
12 8.13 The District Court shall retain exclusive jurisdiction
13 with respect to implementation, interpretation, and enforcement
14 of the terms of this Stipulation unless otherwise agreed, and all
15 parties hereto consent to the jurisdiction of the Court for
16 purposes of implementing and enforcing the settlement embodied in
17 this Stipulation.

18 8.14 All dollar amounts referenced in this Stipulation are
19 in United States Dollars.


20 8.15 This Stipulation shall be considered to have been
21 negotiated, executed and delivered, and to be wholly performed,
22 in the State of California, and the rights and obligations of the
23 parties to the Stipulation shall be construed and enforced in
24 accordance with, and governed by, the internal, substantive laws
25 of the State of California without giving effect to that State's
26 choice of law principles. Notwithstanding the foregoing the Bar
27 Order shall be governed by federal law if the Court so
28 determines.

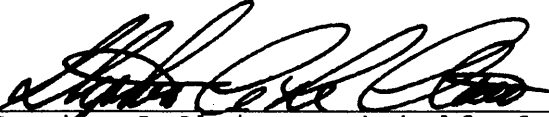
1 IN WITNESS WHEREOF, the parties hereto have caused the
2 Stipulation to be executed, by themselves or their duly
3 authorized attorneys as appropriate, dated as of February 25,
4 2002.

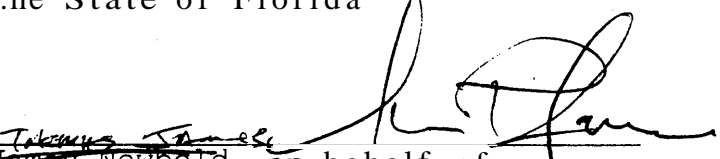
5 ACCEPTED AND AGREED TO:

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7 
8 Anne M. McCormick, on *provisionally Accepted*
9 behalf of the Federal Trade *Project to Commission*
Commission *Approval*

10
11 _____
12 Hugh Hegyi, on behalf of the
State of Arizona

13 
14 Robyn C. Smith, on behalf of
15 the State of California

16 
17 Stephen LeClair, on behalf of
18 the State of Florida

19 
20 James Newbold, on behalf of
21 the State of Illinois

22
23 _____
24 Judith Whiting, on behalf of
the Commonwealth of Massachusetts

25
26 _____
27 Alvin A. Narin, on behalf of the
New York State Banking Department

28

*10' Bonn's Diagram
449 460-5200*

the Lloyd's Policy or its proceeds, shall apply to applications to the court made under this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused the Supplemental Agreement to be executed by their duly authorized attorneys, dated as of February 25, 2002,

ACCEPTED AND AGREED TO:

Anne M. McCormick, on behalf of the Federal Trade Commission

[Handwritten Signature]

Hugh Hegyi, on behalf of the State of Arizona *(subject to Gen. Nat'l. Court approval)*

Robyn C. Smith, on behalf of the State of California

Stephen LeClair, on behalf of the State of Florida

James Newbold, on behalf of the State of Illinois

Judith Whiting, on behalf of the Commonwealth of Massachusetts

'Alvin A. Narin, on behalf of the New York State Banking Department

Larry Gabriel
Attorney for the Official

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 2 Stipulation to be executed, by themselves or their duly
 3 authorized attorneys as appropriate, dated as of February 25,
 4 2002.

5 ACCEPTED AND AGREED TO:

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 7
 8 Anne M. McCormick, on
 9 behalf of the Federal Trade
 Commission

10
 11 Hugh Hegyi, on behalf of the
 12 State of Arizona

13
 14 Robyn C. Smith, on behalf of
 15 the State of California

16
 17 Stephen LeClair, on behalf of
 18 the State of Florida

19
 20 James Nswbold, on behalf of
 21 The State of Illinois

22
 23 ~~Judith Whiting, on behalf of
 24 the Commonwealth of Massachusetts~~

25
 26 Alvin A. Narin, on behalf of the
 27 New York State Banking Department

28

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8 Anne M. McCormick, on
9 behalf of the Federal Trade
10 Commission

11 Hugh Hegyi, on behalf of the
12 State of Arizona

13
14 Robyn C. Smith, on behalf of
15 the State of California

16
17 Stephen LeClair, on behalf of
18 the Stats of Florida

19
20 James Newbold, on behalf of
21 The State of Illinois

22
23 Judith Whiting, on behalf of
24 the Commonwealth of Massachusetts

25
26 *Ali-h. Jari*
27 Alvin Narin, on behalf of the
28 New 'York State Banking Department

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Frank Aiello

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Frank Aiello, individually and on behalf of the Class

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Nicolena Aiello

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Nicolena Aiello, individually and on behalf of the Class

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Paul Carabetta, individually and on behalf of the Class

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Paul Carabetta, individually and on behalf of the Class

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Vito Cicci

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Vito Cicci, individually and on behalf of the Class

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Stella Cicci

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Stella Cicci, individually and on behalf of the Class

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Veronica J. Maines

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Veronica J. Maines, individually and on behalf of the Class

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Thaddeus Zychlinski

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Thaddeus Zychlinski, individually and on behalf of the Class

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Marissa Zychlinski

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Marissa Zychlinski, individually and on behalf of the Class

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Frank Aiello
 Frank Aiello, individually and on behalf of the Class

Nicolena Aiello
 Nicolena Aiello, individually and on behalf of the Class

Paul Carabetta
 Paul Carabetta, individually and on behalf of the Class

Lenore Carabetta
 Lenore Carabetta, individually and on behalf of the Class

Vito Cicci
 Vito Cicci, individually and on behalf of the Class

Stella Cicci
 Stella Cicci, individually and on behalf of the Class

Veronica F. Maines
 Veronica F. Maines, individually and on behalf of the Class

Thaddeus Zychlinski
 Thaddeus Zychlinski, individually and on behalf of the Class

Marissa Zychlinski
 Marissa Zychlinski, individually and on behalf of the Class

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Jacqueline Bowser Agent Allene Wilcox
 Jacqueline Bowser, individually and on behalf of the Class

Irene Huston, individually and on behalf of the Class

Michael Austin, individually and on behalf of the Class

Barbara Austin, individually and on behalf of the Class

George Jerolemon, individually and on behalf of the Class

Velda Durney

Ida M. Forrest

Henry M. Hong

Carol J. Hong

Mary Ryan

RECORDING REQUESTED BY

Contra Costa

AND WHEN RECORDED MAIL TO

*Recorded in
11-08-01*

NAME

STREET ADDRESS

CITY

STATE

ZIP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

POWER OF ATTORNEY - GENERAL [includes optional DURABLE POWER OF ATTORNEY]

KNOW ALL PERSONS BY THESE PRESENTS: That I, *Jacqueline Bowser*

the undersigned (jointly or severally, if more than one) hereby make, constitute and appoint _____

Aleene Pappin Wilcox

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, **debt**, account, legacy, bequest, interest, dividend, annuity and demand (which now **is or** hereafter shall become due, owing or payable) belonging to or **claimed by me**, and to **use** and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim **or** demand:

(b) To **exercise** any or all of the following **powers** as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term of purpose, including leases for business, residence, and oil and/or mineral development: to sell, **exchange**, grant or **convey** the same with or without warranty; **and** to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment **of** a negotiable or non-negotiable note or performance **of** any obligation or agreement.

(c) To exercise **any** of all of the following powers as to all kinds of personal property **and** goods, wares and merchandise, **choses** in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment **of** a negotiable or non-negotiable note or performance of any obligation **or** agreement.

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security: **and to** loan money **and** receive negotiable or non-negotiable note or performance notes therefor with such security as **he/she** shall deem **proper**;

(e) To create, amend, supplement **and** terminate any trust and to instruct and **advise** the trustee of any trust wherein I am **or** may be **trustor** or beneficiary; to represent and vote stock, exercise stock rights, accept and **deal** with any dividend, distribution **or** bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation **or** other action **and** the extension, compromise, conversion, adjustment, enforcement or **foreclosure**, singly or in conjunction or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof:

THIS FORM IS NOT VALID FOR HEALTH CARE DECISIONS. (Use Wolcotts Form 1401 for that purpose.)

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcotts makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.



(f) To transact business of any kind or **class** as my act and **deed** to sign, execute, acknowledge and deliver any deed, lease, assignment of **lease**, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under **deed** of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of safe, **bill**, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgement and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any **kind** or class as may **be** necessary or proper **in** the premises.

(g) [Strike if not applicable.] This Power of **Attorney shall** not be affected by subsequent incapacity of the principal [and shall remain effective for a period of (5) FIVE years **after the** disability or incapacity **occurs**].

(h) [Strike if not applicable.] This Power of **Attorney shall become effective** upon the incapacity of the principal [and shall remain effective for a period of (5) FIVE years after the disability or incapacity occurs].

(i) If (g) and/or (h) **are** not stricken, **the** Notice to Persons Executing Durable **Power** of Attorney applies.

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document, By signing the durable **power** of attorney, you are authorizing another person to act **for** you, the principal. Before you sign this **durable** power of attorney, you **should** know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you **and your** agent **agree** otherwise in writing.

This document gives your agent the powers to manage, dispose of, **sell, and** convey your real **and** personal property, and to use your property as security if your agent borrows money on your **behalf**. This document does not **give** your agent the power to accept or receive any **of** your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept **or** receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this **durable** power of attorney unless you provide otherwise **in** this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time **or** unless you otherwise terminate the **durable** power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can **no longer make** your **own** decisions respecting the management **of** your **property**.

You can amend or change this durable power of attorney **only** by executing a new **durable power** of attorney **or** by executing an amendment through **the** same formalities as an original. You have the **right to revoke or** terminate this durable power **of** attorney at any time, so long as you **are** competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is **signed** by two witnesses, they must witness either (1) the signing **of** the **power** of attorney or (2) the principal's signing or **acknowledgment** of his or her signature. A durable power of attorney that **may affect real property** should be **acknowledged** before a notary public so that it **may** easily be **recorded**.

You should read this durable power of attorney **carefully**. When effective, this durable power of attorney will **give your** agent the right to deal with property that **you** now have **or** might acquire **in** the future. The durable **power of attorney** is **important** to you. **If** you do **not** understand the durable power of attorney, **or any** provision of it, than, you should obtain the assistance of **an** attorney **or** other qualified person.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal **responsibilities** of an agent. These responsibilities include:

1. **The legal duty** to act solely in the interest of the principal and to avoid conflicts of interest.
2. **The legal duty** to keep the **principal's** property separate and distinct from any other property owned **or** controlled by you.

You **may** not transfer the principal's property to **yourself** without **full** and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself **or** accept a **gift of the** principal's property. If you transfer the principal's property to yourself without **specific** authorization in the power of attorney, you may be prosecuted for fraud **and/or** embezzlement. **If** the principal is 65 years of age **or** older at the time that the property is transferred to you without authority, you may also **be** prosecuted for **elder** abuse under Penal Code Section **368**. In addition to **criminal** prosecution, you may **also** be sued in **civil** court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date: 10-10-01 Aleene Witek JACQUELINE BOWSER
Print name of Agent

Aleene Witek, Jacqueline Bowser
Signature of Agent

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and whatever situate.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him/her shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 10 day of October, 2001.

Jacqueline Bowser

STATE OF California

COUNTY OF Contra Costa

On 10-10-01, before me, Kim Miller, Notary Public, personally appeared Jacqueline Bowser 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.



Kim Miller
Notary Public

We declare under penalty of perjury under the laws of the State of CA that the person who signed or acknowledged this document is personally known to us (or proved to us on the basis of convincing evidence) to be the principal who signed or acknowledged this durable power of attorney in our presence.

Executed this 10 day of October, 2001.

Melissa Wake
Witness

[Signature]
Witness

02/25/02 YON 13:07 FAX 13102010700

PSZYJ

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Jacqueline Bowser, individually and on behalf of the Class

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Irene Huston
Irene Huston, individually and on behalf of the Class

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Michael Austin, individually and on behalf of the Class

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Barbara Austin, individually and on behalf of the Class

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George Jerolemon, individually and on behalf of the Class

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Velda Durney

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Ida M. Forrest

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Henry M. Hong

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Carol J. Hong

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Mary Ryan

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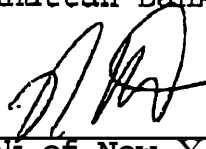
Joe O'Laughlin

Steven Graber

Don Terry

Mitchell C. Horwitz

JP Morgan Chase Bank, as successor
in interest to The chase
Manhattan Bank



RICHARD COSTANTINO
Senior Vice President

Bank of New York

Wells Fargo Bank (Minnesota) N.A.

Financial Security Assurance Company

MBIA Insurance Corporation

APPROVED AS TO FORM:

FEB-28-2002 13:41

WELLS FARGO BANK MBS

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Joe O'Laughlin

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Steven Graber

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Don Terry

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Mitchell C. Horwitz

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JP Morgan Chase Bank, as successor
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Manhattan Bank

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Bank of New York

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RCC
RICH C. DEARY
VICE PRESIDENT

19

~~Wells Fargo Bank (Minnesota) N.A.~~
Wells Fargo Bank MINNESOTA, N.A.

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Financial Security Assurance Company

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MBIA Insurance Corporation

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APPROVED AS TO FORM:

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Alex Makowski, Managing Director Inc.

MBIA Insurance Corporation

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Financial Security Assurance Company


MBIA Insurance Corporation
Ram D. Wertheim, General Counsel

APPROVED AS TO FORM:

Anne M. McCormick

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Anne M. McCormick, on
behalf of the Federal Trade
Commission

*Provisionally Accepted Judge
& Commission Approval*

Hugh Hegyi, on behalf of the
State of Arizona

Robyn C. Smith, on behalf of
the State of California

Stephen LeClair
Stephen LeClair, on behalf of
the State of Florida

James Newbold, on behalf of
The State of Illinois

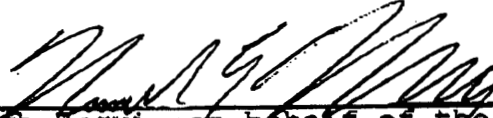
Judith Whiting, on behalf of
the Commonwealth of Massachusetts

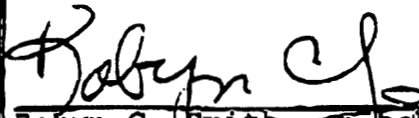
Alvin A. Narin, on behalf of the
New York State Banking Department

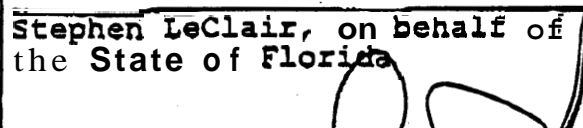
Larry Gabriel
Attorney for the Official
Borrowers' Committee

Phillip Steinbock
Attorney for AARP and the
California Six

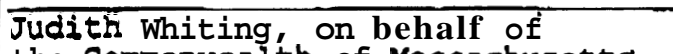
1 Anne M. McCormick, on
2 behalf of the Federal Trade
3 Commission

4  Subject to Gen. Nazari's
5 Hugh Hegyi, on behalf of the approval
6 State of Arizona

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8 Robyn C. Smith, on behalf of
9 the State of California

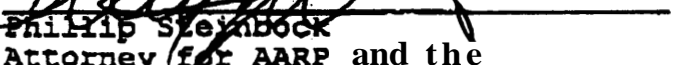
10 
11 Stephen LeClair, on behalf of
12 the State of Florida

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14 James Newbold, on behalf of
15 The State of Illinois

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17 Judith Whiting, on behalf of
18 the Commonwealth of Massachusetts

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23 Larry Gabriel
24 Attorney for the Official
25 Borrowers' Committee

26 
27 Phillip Steinbock
28 Attorney for AARP and the
29 California Six

20

Anne M. McCormick

1 Anne M. McCormick, on *Provisionally Accepted*
behalf of the Federal Trade *Subject to Commission*
2 Commission *Approval*

3

4

5 Hugh Hegyi, on behalf of the
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10 *[Signature]*
Stephen LeClair, on behalf of
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12

13 *[Signature]*
~~James Newbold~~
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Attorney for AARP and the
27 California Six

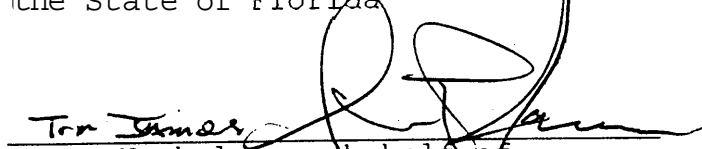
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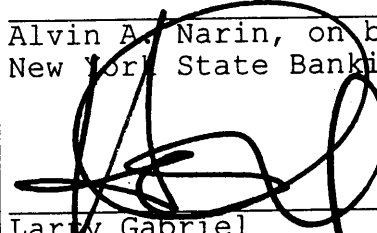
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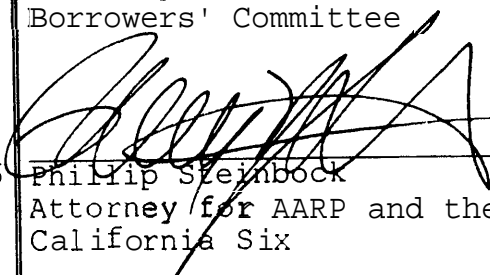
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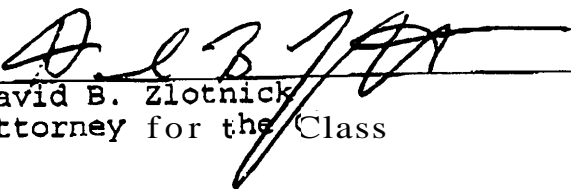
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David B. Zlotnick
Attorney for the Class

Daniel J. Mulligan
Attorney for the Class

Susan Schneider Thomas
Attorney for Class

Evan C. Borges
Attorney for the Related Debtors

Jerry C. Hager
Attorney for the Related Debtors

Ronald Rus
Attorney for Brian Chisick


Stuart Jasper
Attorney for Sarah Chisick

Jeffrey A. Robinson
Attorney for Jeffrey Smith and
Salah Bastawy


Mitchell Fuerst
Attorney for Bruce Bollong and
Francisco Nebot

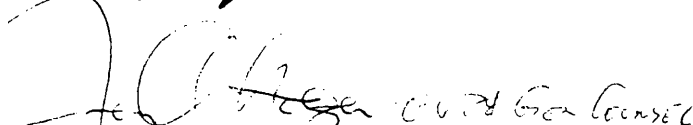
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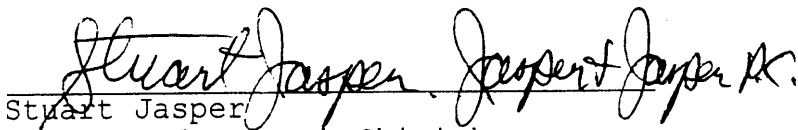

Daniel J. Mulligan
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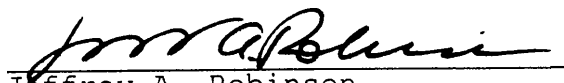
Susan Schneider Thomas
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 IRELL & MANELLA LLP
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 JERRY C. HAGER
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Attorney for the Related Debtors

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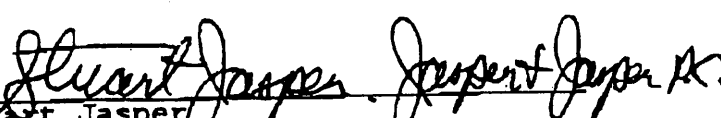
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5 Daniel J. Mulligan
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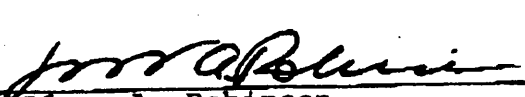
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1 Robert E. Currie
Bob Currie

2 Attorney for Francisco Nebot,
3 Mark Mason, Albert Lord,
4 George Gibbs and Merrill Butler

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6 Frank R. Ubhaus
7 Attorney for Todd Feldman and
8 Jeffrey Phillips

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10 Charles P. Kanter
11 attorney for Patricia G. Sullivan

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13 Adam Dawson/Karen Kimmey
14 Attorneys for Scott Gardner and
15 Diane Clark West

16 _____
17 Angel Garganta
18 Attorney for JP Morgan Chase Bank as
19 Successor in Interest to Chase
20 Manhattan Bank

21 _____
22 Theresa Brehl
23 Attorney for Wells Fargo Bank
24 (Minnesota), N.A. (formerly doing business
25 as Norwest Bank (Minnesota), N.A.)

26 _____
27 John Baker
28 Attorney for Bank of New York


29 _____
30 Jeffrey Jacobovitz
31 Attorney for MBIA, Insurance
32 Corporation

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~~Frank R. Ubhaus~~ JOHN F. DOMINGUE
Attorney for Todd Feldman and
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Charles P. Kanter *for Patricia G. Sullivan*
Attorney for Patricia G. Sullivan

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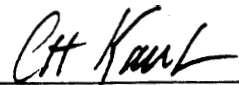
John Baker
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Jeffrey Jacobovitz
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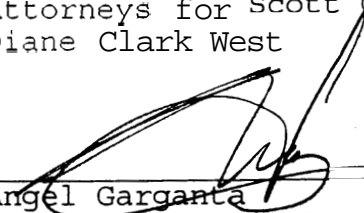
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Corporation

Hydee Feldstein
Attorney for: Financial Security
Assurance, Inc.

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~~Jeffrey Jacobowitz~~ **KATHERINE A. CAREY**
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Hydee A. Feldstein
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