

## SERVICER POWER OF ATTORNEY

**THIS POWER OF ATTORNEY** is made on 8 June 2018.

**BY:**

- (1) **CHARTER MORTGAGE FUNDING 2018-1 PLC** (registered number 11329280) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);

in favour of

**CHARTER MORTGAGES LIMITED** (registered number 6749495) whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Servicer**).

**WHEREAS:**

- (A) By virtue of a servicing agreement dated on or about the Closing Date and made between, *inter alios*, the Issuer and the Servicer (the **Servicing Agreement**) provision was made for the execution by the Issuer of this Power of Attorney.

Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Master Definitions and Construction Schedule made between, amongst others, the parties hereto on or about the Closing Date (as the same may be amended, varied or supplemented from time to time with the consent of the parties to the Master Definitions and Construction Schedule) and this Power of Attorney shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

**NOW THIS DEED WITNESSETH** as follows:

**THE ISSUER HEREBY APPOINTS THE SERVICER** to be its true and lawful attorney for it and in its name to do all or any of the following acts and things:

- (a) executing all documents necessary for the purpose of discharging a relevant Loan comprised in the Portfolio which has been repaid in full and any Related Security or for the sale of a relevant Property as mortgagee or as heritable creditor;
- (b) executing all documents and implementing all notifications or registrations of discharge to the Land Registry or, as applicable, the Registers of Scotland, necessary for the purpose of releasing a Mortgage in accordance with the terms of the Servicing Agreement;
- (c) executing all documents and doing all such acts and things which in the reasonable opinion of the Servicer are necessary or desirable for the efficient provision of the Services under the Servicing Agreement;
- (d) exercising all rights, powers and discretion of the lender under the relevant Loans and their Related Security; and
- (e) subject to Clause 3.7 (Delegation of Services) of the Servicing Agreement, appointing any delegate as its attorney and on its behalf, and in the Issuer's own name or the attorney's name, for all or any of the above purposes,

provided that, for the avoidance of doubt, these powers of attorney shall not authorise the Servicer to sell any of the relevant Loans by way of portfolio sale or otherwise and/or their Related Security

(other than the sale of Loans to third party debt collection agents in enforcement scenarios), except as specifically authorised in the Transaction Documents (including repurchases of Loans by the Seller or the Legal Title Holder in accordance with the Mortgage Sale Agreement). For the avoidance of doubt, the Issuer shall not be liable or responsible for the acts of the Servicer or any failure by the Servicer to act under or in respect of these powers of attorney, save where such liability or responsibility is imposed under the Servicing Agreement.

The Issuer hereby agrees at all times to ratify and confirm the aforementioned acts which any attorney or substitute shall lawfully do or cause to be done under concerning or pursuant to this Power of Attorney.

No purchaser or other person shall be bound or concerned to see or enquire whether any deed, documentation, act or thing done or executed by the Servicer pursuant to this Power of Attorney was duly authorised by the Issuer.

This Power of Attorney shall, unless expressly revoked or terminated in writing by the Issuer, continue in full force and effect until such time as the appointment of the Servicer as servicer is terminated.

This Power of Attorney is governed by and shall be construed in accordance with English Law.

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