

LEGAL TITLE HOLDER POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is made on 8 June 2018 by:

CHARTER COURT FINANCIAL SERVICES LIMITED (registered number 06749498), a private limited liability company incorporated under the laws of England and Wales, whose registered office is at 2 Charter Court, Broadlands, Wolverhampton WV10 6TD (the **Legal Title Holder**).

IN FAVOUR OF each of:

- (1) **CHARTER MORTGAGE FUNDING 2018-1 PLC** (the **Issuer**); and
- (2) **U.S. BANK TRUSTEES LIMITED** (the **Security Trustee**).

WHEREAS:

By virtue of a mortgage sale agreement dated on or about the Closing Date and made between, *inter alios*, (1) the Legal Title Holder, (2) the Issuer, and (3) the Security Trustee (the **Mortgage Sale Agreement**) provision was made for the execution by the Legal Title Holder of this Power of Attorney.

NOW THIS DEED WITNESSETH as follows:

1. 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.
2. The Legal Title Holder irrevocably and by way of security for the performance of the covenants, conditions and undertakings on the part of the Legal Title Holder contained in the Mortgage Sale Agreement **HEREBY APPOINTS** each of the Issuer and the Security Trustee and any Receiver and/or Appointee appointed from time to time in respect of the Issuer or its assets (each an **Attorney**) severally to be its true and lawful attorney for the Legal Title Holder and in the Legal Title Holder's name or otherwise to do any act, matter or thing which any Attorney considers necessary or desirable for the protection, preservation or enjoyment of that Attorney's interest in the Loans and their Related Security and/or which ought to be done under the covenants, undertakings and provisions contained in the Mortgage Sale Agreement (in each case subject to the terms of the Mortgage Sale Agreement) including any or all of the following:
 - (a) to execute, sign, seal and deliver any conveyance, assignment, assignation, transfer of or trust over the Loans or any of them to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof to be registered in the Land Register of Scotland or recorded in the General Register of Sasines as heritable creditor thereof (as the case may be);
 - (b) to execute, sign, seal and deliver any conveyance, assignment or transfer of or trust over the Related Security or any item comprised therein (to the extent only that such item or items relate to the Loans) to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof or entitled to be registered at the Land Registry as proprietor or registered owner thereof;

- (c) to do every other act or thing which the Legal Title Holder is obliged to do under the Mortgage Sale Agreement or which that Attorney may otherwise consider to be necessary, proper or expedient for fully and effectually vesting or transferring the interests sold thereunder in the Loans and their Related Security or any or each of them and/or the Legal Title Holder's estate right and title therein or thereto in or to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof (as the case may be) in the same manner and as fully and effectually in all respects as the Legal Title Holder could have done including any of the acts referred to in Clause 5.5 (Perfection of the Sale) of the Mortgage Sale Agreement;
 - (d) to exercise its rights, powers and discretions under the Loans including the right to fix the rate or rates of interest payable under the Loans in accordance with the terms thereof;
 - (e) to discharge the Mortgages or any of them and to sign, seal, deliver and execute such receipts, releases, surrenders, discharges, instruments and deeds as may be requisite or advisable in order to discharge the relevant Property or Properties from the Mortgages or any of them; and
 - (f) to exercise all the powers of the Legal Title Holder in relation to such Loans and their Related Security including for the avoidance of doubt to demand, sue for and receive all monies due and payable under the Loans and their Related Security or any other collateral security or related right.
3. Each Attorney shall have the power by writing under its hand by an officer of the Attorney from time to time to appoint a substitute who shall have power to act on behalf of the Legal Title Holder as if that substitute shall have been originally appointed Attorney by this Power of Attorney (including the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
 4. Each of the Attorneys may delegate to one or more person all or any of the powers referred to in Clause 3 on such terms as it thinks fit and may revoke any such delegation at any time.
 5. The Legal Title Holder hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorneys shall lawfully do or cause to be done in and concerning the Loans or their Related Security by virtue of this Power of Attorney.
 6. The laws of England shall apply to this Power of Attorney and any non-contractual obligations arising out of or in relation to this Power of Attorney and the interpretation thereof.
 7. A person who is not a party to this Power of Attorney may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or (as applicable) the Contracts (Third Party Rights) (Scotland) Act 2017.
 8. Each party to this Power of Attorney hereby irrevocably submits to the exclusive jurisdiction of the English courts and hereby irrevocably agrees that all claims in respect of any action or proceeding arising out of or relating to this Power of Attorney may be heard and determined by such courts.

IN WITNESS WHEREOF the Legal Title Holder has executed and delivered this document as a deed the day and year first before written.

EXECUTED and **DELIVERED** as a **DEED** by
CHARTER COURT FINANCIAL SERVICES
LIMITED


acting by its attorney
in the presence of this witness

Witness Signature:

Full Name:

Address:

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) H.W. Wayne Lee 
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) Charter Court Financial Services
) 2 Charter Court
) Broadlands
) Wolverhampton
) WV10 6TD