

SELLER POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is made on __ November 2016 by:

ACCORD MORTGAGES LIMITED, (registered number 02139881), Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (acting in its capacity as the **Seller**)

IN FAVOUR OF each of:

- (1) **BRASS NO.5 PLC** registered number 09728202), a limited liability company incorporated under the laws of England and Wales, whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (the **Issuer**); and
- (2) **U.S. BANK TRUSTEES LIMITED**, (registered number 02379632), a private limited company incorporated under the laws of England and Wales whose registered office is 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (acting in its capacity as **Security Trustee**).

WHEREAS:

- (A) By virtue of a mortgage sale agreement dated __ November 2016 and made between (1) the Seller, (2) the Issuer and (3) the Security Trustee (the **Mortgage Sale Agreement**) provision was made for the execution by the Seller of this Power of Attorney.
- (B) 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 __ November 2016 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (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:

1. The Seller irrevocably and by way of security for the performance of the covenants, conditions and undertakings on the part of the Seller contained in the Mortgage Sale Agreement and the Servicing Agreement **HEREBY APPOINTS** each of the Issuer and, only following the Security becoming enforceable, the Security Trustee and any receiver and/or administrator 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 Seller and in the Seller'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 (without limitation) any or all of the following:
 - (a) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) any conveyance, assignment or 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;
 - (b) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) 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 Seller 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 Seller'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 Seller could have done including, without limitation, any of the acts referred to in **Clauses 6.3(a)** to **6.3(b)** 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 including, for the avoidance of doubt, whilst such Loans subsist and subject to the consent of the Issuer being given to the setting of such rates, setting the Seller's Standard Variable Rate or other discretionary rates and margins applicable to the Loans in the circumstances referred to in **Clause 4** (Issuer Standard Variable Rates) of the Servicing Agreement and/or following perfection in accordance with **Clause 6.1** of the Mortgage Sale Agreement of the assignments or transfers contemplated by the Mortgage Sale Agreement PROVIDED THAT nothing in this **Clause 1** shall prevent the Seller (or any of its attorneys from time to time) from setting a higher rate than those set or to be set or required or to be required by the Issuer under this Power of Attorney;
 - (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 Seller 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.
2. 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 Seller as if that substitute shall have been originally appointed Attorney by this Power of Attorney (including, without limitation, the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
 3. Each of the Attorneys may delegate to one or more person all or any of the powers referred to in **Clause 1** on such terms as it thinks fit and may revoke any such delegation at any time.
 4. The Seller 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.
 5. The laws of England shall apply to this Power of Attorney and any non-contractual obligations arising out of or in connection with this Power of Attorney and the interpretation thereof.
 6. 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.

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

Seller

EXECUTED and DELIVERED as a DEED)
by **ACCORD MORTGAGES LIMITED**)
acting by its attorney:)

Attorney

in the presence of

Witness

Name

Address