

DATED 10 NOVEMBER 2011

PARAGON MORTGAGES (2010) LIMITED
AS THE SELLER

PARAGON FOURTH FUNDING LIMITED
AS THE WAREHOUSER

MOORGATE ASSET ADMINISTRATION LIMITED
AS ADMINISTRATOR

PARAGON MORTGAGES (NO.16) PLC
AS THE ISSUER

AND

CITICORP TRUSTEE COMPANY LIMITED
AS THE TRUSTEE

MORTGAGE SALE AGREEMENT

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THIS MORTGAGE SALE AGREEMENT is made by way of deed on 10 November 2011

BETWEEN:

- (1) **PARAGON MORTGAGES (2010) LIMITED** (registered number 6595834) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE in its capacity as the Seller (the "**Seller**") under this Agreement ("**PML**");
- (2) **PARAGON FOURTH FUNDING LIMITED** (registered number 5390155) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE ("**PFFL**" and the "**Warehouser**");
- (3) **MOORGATE ASSET ADMINISTRATION LIMITED** (registered number 6595744) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (in its capacity as administrator (the "**Administrator**") under the Administration Agreement ("**MAAL**"));
- (4) **PARAGON MORTGAGES (NO.16) PLC** (registered number 6352605) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (the "**Issuer**", which term where the context permits shall include its successors and permitted assigns); and
- (5) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**", which term where the context permits shall include such company and all other persons or companies for the time being acting as the trustee or trustees under the Trust Deed).

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 The expressions defined in the Relevant Documents shall, unless otherwise defined in this Clause 1.1, have the same meanings in this Agreement and, in this Agreement, except in so far as the context otherwise requires:

"**Accrued Arrears**" means, in respect of any Mortgage, the amount of all sums which have accrued as due and payable by the Borrower in respect of such Mortgage in respect of the period up to but excluding the relevant Purchase Date and which remain due and payable at the relevant Purchase Date (**provided that** the principal moneys payable under any such Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed as at the relevant Purchase Date).

"**Additional Mortgage Request**" means, if applicable, a letter, addressed to the Seller, in substantially the same form as that set out in Schedule 7.

"**Additional Mortgages**" means the Individual Mortgages and the Corporate Mortgages to be sold by the Seller to the Issuer according to and to the extent permitted by the Administration Agreement and this Agreement, brief details of which are to be set out in the Annexure to the Additional Mortgage Request.

"**Additional Payment**" means the purchase price payable by the Issuer, if applicable, for any Additional Mortgage and, for the avoidance of doubt, includes any necessary FRS 26 Adjustment Amount.

"**Administration Agreement**" means the agreement to be executed on or before the Closing Date between, *inter alios*, the Administrator, the Issuer, and the Trustee relating to, amongst other things, the administration of the Mortgages.

"**Administration Manual**" has the same meaning as in the Administration Agreement.

"**Administrator**" has the same meaning as in the Administration Agreement.

"**Annexures**" means:

- (a) in the case of this Agreement, the annexure to this Agreement containing brief particulars of the Original Mortgages and signed by or on behalf of the parties hereto for the purposes of identification; and
- (b) in the case of any Additional Mortgage Request, if applicable, the schedule referred to in that Additional Mortgage Request containing brief particulars of certain Additional Mortgages,

such annexure and schedules to be provided in either hard copy form or in electronic format.

"**Arrears Mortgage**" means a Mortgage in respect of which, on the Purchase Date, as applicable, the Accrued Arrears exceeds in aggregate an amount equal to one current monthly payment under that Mortgage.

"**Assured Shorthold Tenancy**" means in respect of Property located in England and Wales, a tenancy to which s.19(A) and s.20 of the Housing Act 1988, as amended, applies.

"**Borrower**", in relation to each Individual Mortgage, means the person defined as the "Borrower" in the Mortgage Conditions applicable to that Individual Mortgage and, in relation to each Corporate Mortgage, means the company defined as the "Company" or the "Borrower" in the Mortgage Conditions applicable to that Corporate Mortgage.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are generally open for business in London.

"**Closing Date**" means 10 November 2011.

"**Corporate Mortgages**" means mortgages and the loans secured thereby where the borrower thereunder is a limited liability company.

"**Deed of Charge**" means a deed of sub-charge and assignment to be entered into on the Closing Date between, *inter alios*, the Issuer, the Trustee, PML, the Administrator and the Hedge Provider and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto.

"Deferred Purchase Consideration" means the amounts payable by the Issuer to the Seller on each Interest Payment Date subject to and as specified in the relevant priority of payments, comprising an amount equal to the remaining balance, if any, of the moneys available on such Interest Payment Date for application in accordance with the relevant priority of payments as agreed between the Seller and the Issuer.

"Discretionary Further Advance" has the same meaning as in the Administration Agreement.

"Enforcement Notice" has the same meaning as in the Deed of Charge.

"First Loss Fund" means the amount standing to the credit of the First Loss Ledger from time to time.

"First Loss Ledger" means the ledger so referred to in clause 6.2.1 of the Administration Agreement.

"Fitch" means Fitch Ratings Limited;

"FRS 26 Adjustment" means the postings required to adjust the carrying value of a mortgage to that calculated under the "amortised cost basis" (as defined by Financial Reporting Standard 26 under UK GAAP) and as calculated by the Administrator on the relevant Purchase Date.

"FRS 26 Adjustment Amount" means any amount advanced to the Issuer by either of the Subordinated Lenders under the Subordinated Loan Agreement to enable the Issuer to pay that part of the consideration for any Mortgages which constitutes the FRS 26 Adjustment.

"Further Purchase Dates" means, if applicable, in relation to any sale and purchase of Additional Mortgages, the dates on which the sale and purchases are completed subject to, and in accordance with, the terms of this Agreement.

"Hedge Agreement" has the same meaning as in the Trust Deed.

"Hedge Provider" means Macquarie Bank Limited, London Branch.

"Individual Mortgages" means mortgages and the loans secured thereby where the borrower thereunder is an individual.

"Initial Principal Amount" has the same meaning as in the Administration Agreement.

"Insurance Contracts" means the contracts of insurance specified in Schedule 1 to the extent therein specified.

"Interest Payment Date" has the same meaning as in the Administration Agreement.

"Lending Guidelines" means the lending guidelines set out in Schedule 5 or such other guidelines which (to the extent that they differ from those set out in Schedule 5) the Administrator has certified, in its reasonable opinion, will not have an adverse

effect on the then current ratings of the Notes (and a copy of which has been supplied to the Trustee).

"**Loan**" means mortgage loans originated by the Seller, the beneficial interests in which are sold to the Issuer pursuant to this Agreement.

"**Mandatory Further Advance**" has the same meaning as in the Administration Agreement.

"**Margin Reserve Fund**" means the amount standing to the credit of the Margin Reserve Fund Ledger from time to time.

"**Margin Reserve Fund Ledger**" means the ledger so referred to in clause 6.2.1 of the Administration Agreement.

"**Moody's**" means Moody's Investors Service Limited;

"**Mortgage Conditions**" means the terms and mortgage conditions applicable to the Mortgages and which are comprised in the Mortgage Documentation.

"**Mortgage Documentation**" means, in the case of any Individual Mortgage and any Corporate Mortgage, the documents listed in Schedule 2 or such other documents as may have been used in connection with such Mortgages, the use of which the Administrator shall have certified to the Trustee that, in its reasonable opinion, would not adversely affect the then current ratings of the Notes.

"**Mortgagee**" means each of the Seller and the Warehouser as mortgagee, chargee or heritable creditor, as the context requires.

"**Mortgages**" means the Original Mortgages and, if applicable, the Additional Mortgages.

"**Notes**" has the same meaning as in the Administration Agreement.

"**Original Mortgages**" means the Individual Mortgages and the Corporate Mortgages to be sold by the Warehouser to the Seller and by the Seller to the Issuer on the Closing Date pursuant to this Agreement, brief details of which are set out in Schedule 2 of the Annexure to this Agreement.

"**Power of Attorney**" means a power of attorney to be granted by the Seller in favour of the Issuer, the Trustee and the Administrator in the form set out in Schedule 4.

"**Pre-Funding Reserve Ledger**" means, if applicable, the ledger so referred to in clause 6.2.1 of the Administration Agreement.

"**Principal Determination Date**" has the same meaning as in the Administration Agreement.

"**Property**" means, in relation to each Mortgage, the residential property upon which the relevant loan is secured.

"**Prospectus**" means the prospectus dated 7 November 2011 in relation to the issue by the Issuer of the Notes.

"**Provisional Mortgage Pool**" means the provisional mortgage pool comprising mortgages and the loans secured thereby referred to in the Prospectus prepared in connection with the Notes having an aggregate provisional balance of £114,180,477.80.

"**Purchase Date**" means:

- (a) in relation to the sale and purchase of the Original Mortgages, the Closing Date; and
- (b) in relation to any sale and purchase of Additional Mortgages, if any, the relevant Further Purchase Date.

"**Registered Land Transfer**" means a transfer of Mortgages in the form set out in the Land Registry of England and Wales' form TR4 (as may be amended or replaced from time to time).

"**Relevant Documents**" has the same meaning as in the Deed of Charge.

"**Relevant Mortgage**" has the same meaning as in Clause 8.6.

"**Relevant Second Mortgage**" has the same meaning as in Clause 8.7.

"**Retained Pre-Closing Accruals and Arrears**" means, in respect of any Mortgage, the Accrued Arrears in respect of such Mortgage and the amount of any interest (including capitalised interest (if any)) or other sum due to be paid or accrued in respect of any period up to the Purchase Date under or in respect of such Mortgage.

"**Sale Document**" means this Agreement (in the case of the purchase of the Original Mortgages) and, if applicable, each Additional Mortgage Request (in the case of the purchase of any Additional Mortgages).

"**Subordinated Lenders**" has the same meaning as in the Administration Agreement.

"**Subordinated Loan Agreement**" has the same meaning as in the Administration Agreement.

"**Transaction Account**" has the same meaning as in the Administration Agreement.

"**Transfer**" means a Registered Land Transfer and/or an Unregistered Land Transfer.

"**Trust Deed**" has the same meaning as in the Administration Agreement.

"**Unregistered Land Transfer**" means a transfer of Mortgages in the form set out in Schedule 3.

"**Waived Prepayment Charge Amount**" has the same meaning as in the Administration Agreement.

"Warehouse Deed of Charge" means the deed of sub-charge and assignment (as amended) dated 28 September 2010 between, *inter alios*, the Warehouser, the Seller, MAAL and Citicorp Trustee Company Limited (in its capacity as Security Trustee under and as defined in that deed of sub-charge and assignment).

"Warehouse Further Release" means a release, dated on or before the relevant Further Purchase Date, duly executed by Citicorp Trustee Company Limited (in its capacity as Security Trustee under, and as such term is defined in, the Warehouse Deed of Charge) of its security interests in the Additional Mortgages specified therein (and the collateral or related security therefor) in a form acceptable to the Trustee.

"Warehouse Original Release" means a release, dated on or before the Closing Date, duly executed by Citicorp Trustee Company Limited (in its capacity as Security Trustee under, and as such term is defined in, the Warehouse Deed of Charge) of its security interests in the Original Mortgages (and the collateral or related security therefor) in a form acceptable to the Trustee.

"Warehouse Release" means the Warehouse Original Release or a Warehouse Further Release, as the case may be.

- 1.2 The headings and contents pages in this Agreement shall not affect its interpretation. References in this Agreement to Clauses and Schedules shall, unless the context otherwise requires, be construed as references to Clauses of and schedules to, this Agreement and references to sub-clauses shall, unless the context otherwise requires, be construed as references to sub-clauses of the Clause in which the references appear.
- 1.3 Words denoting the singular number only shall include the plural number also and vice versa, words denoting one gender only shall include the other genders and words denoting persons only shall include firms and corporations and vice versa.
- 1.4 References in this Agreement to any agreement or other document shall be deemed also to refer to such agreement or document as amended, modified, novated or replaced from time to time.
- 1.5 The terms of the Relevant Documents are incorporated herein to the extent required for any contract for the disposition of an interest in land (as defined in Section 2(6) of the Law of Property (Miscellaneous Provisions) Act 1989) contained herein to be a valid agreement in accordance with Section 2(1) of that Act.
- 1.6 References to the Seller, MAAL, the Warehouser, the Issuer, the Trustee, the Administrator or any other person include references to their successors, transferees and assigns and persons deriving title under or through them respectively. References in this Agreement to any statute or statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof and to any statutory instruments, orders or regulations made thereunder or under any such re-enactment.

2. SALE BY THE WAREHOUSER TO THE SELLER

- 2.1 Subject to the terms and conditions of this Agreement, the Warehouser and the Seller agree that the Warehouser shall sell and the Seller shall purchase the Original Mortgages on the Closing Date.
- 2.2 At any time after the Closing Date and from time to time up to (and including) the second Principal Determination Date, the Warehouser may deliver an Additional Mortgage Request to the Seller, the Trustee and the Issuer requiring the Seller to purchase the Additional Mortgages specified therein.
- 2.3 Subject to the terms and conditions of this Agreement (other than Clause 3.3), the Warehouser and the Seller agree that, following the delivery of an Additional Mortgage Request, if any, in accordance with Clause 2.2, the Warehouser shall (if applicable) sell and the Seller shall purchase the Additional Mortgages, on the date specified in the relevant Additional Mortgage Request **provided that** such date is a Business Day falling on or prior to the second Principal Determination Date after the Closing Date.
- 2.4 In connection with each sale and purchase referred to in Clauses 2.1 and 2.3, subject to the terms and conditions of this Agreement, the Warehouser agrees to sell with full title guarantee and the Seller agrees to purchase on the relevant Purchase Date:
- (a) subject to the subsisting rights of redemption of Borrowers, those Mortgages which are or will be set out in the Annexure to the relevant Sale Document pursuant to which such Mortgages are to be purchased on that Purchase Date including for the avoidance of doubt:
 - (i) all sums of principal, interest or any other sum payable under and the right to demand, sue for, recover, receive and give receipts for all principal moneys payable under such Mortgages or the unpaid part thereof and the interest due or to become due thereon and the other sums due under such Mortgages including the Accrued Arrears in respect of any such Mortgage and the amount of any interest (including capitalised interest (if any)) or other sums due to be paid or accrued in respect of any period up to such Purchase Date under or in respect of any Mortgage (**provided that** the principal moneys payable under any such Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed); and
 - (ii) the benefit of all securities for such principal moneys and interest and the benefit of and the right to sue on all obligations, undertakings and covenants with, or vested in, the Mortgagee in each such Mortgage and the right to exercise all the Mortgagee's powers in relation to such Mortgages and, in the case of Individual Mortgages only, the benefit of all consents to mortgage signed by the occupiers of the Properties; and
 - (iii) all the estate and interest in the Properties vested in the Mortgagee subject to redemption or cesser; and

- (iv) all causes and rights of action against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any such Mortgage or affecting the decision to make the relevant advance; and
 - (v) the benefit of any guarantee or surety vested in the Mortgagee relating to any such Mortgage and any other collateral security relating to such Mortgage; and
- (b) all its right, title, interest and benefit (whether present or future) in relation to the Insurance Contracts including the right to receive the proceeds of any claim insofar only as they relate to such Mortgages.
- 2.5 If, on or at any time after the relevant Purchase Date, the Warehouser holds, or there is held to its order, or it receives, or there is received to its order any property, interest, right or benefit hereby agreed to be sold to the Seller and/or the proceeds thereof, it undertakes to the Seller that it will hold such property, interest, right or benefit and/or the proceeds thereof upon trust for the Seller as the beneficial or contractual owner thereof or as the Seller may direct and in the case of proceeds shall forthwith pay such proceeds to the Seller to be dealt with as provided herein.

3. **SALE BY THE SELLER TO THE ISSUER**

- 3.1 Subject to the terms and conditions of this Agreement, the Seller agrees with the Issuer and the Issuer agrees with the Seller that the Seller shall sell, and the Issuer shall purchase, the Original Mortgages on the Closing Date.
- 3.2 If the Warehouser delivers an Additional Mortgage Request in accordance with Clause 2.2, if applicable, the Issuer shall, following the purchase of such Additional Mortgages by the Seller, be required to purchase the Additional Mortgages specified therein from the Seller.
- 3.3 Subject to each sale and purchase referred to in Clause 2.3 and the terms and conditions of this Agreement, the Seller and the Issuer agree that the Seller shall sell and the Issuer shall, if applicable, purchase the Additional Mortgages on the date specified in the relevant Additional Mortgage Request **provided that** such date is a Business Day falling on or prior to the second Principal Determination Date after the Closing Date.
- 3.4 Subject to the terms and conditions of this Agreement, the Seller agrees to sell with full title guarantee and the Issuer agrees to purchase on each Purchase Date and subject to the terms and conditions of this Agreement, the Seller hereby sells and the Issuer hereby purchases on the relevant Purchase Date:
- (a) subject to the subsisting rights of redemption of Borrowers, those Mortgages which are or will be set out in the Annexure to the relevant Sale Document pursuant to which Mortgages are to be purchased on that Purchase Date including for the avoidance of doubt:
 - (i) all sums of principal, interest or any other sum payable under and the right to demand, sue for, recover, receive and give receipts for all

principal moneys payable or to become payable under such Mortgages or the unpaid part thereof and the interest due or to become due thereon and the other sums due under such Mortgages, in each case other than Retained Pre-Closing Accruals and Arrears which the Seller shall not transfer but shall retain for its own benefit; and

- (ii) the benefit of all securities for such principal moneys and interest, and the benefit of and the right to sue on all obligations, undertakings and covenants with, or vested in, the Mortgagee in each such Mortgage and the right to exercise all the Mortgagee's powers in relation to such Mortgages and, in the case of Individual Mortgages only, the benefit of all consents to mortgage signed by occupiers of the Properties; and
 - (iii) all the estate and interest in the Properties vested in the Mortgagee subject to redemption or cesser; and
 - (iv) all causes and rights of action against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any such Mortgage or affecting the decision to make any relevant advance; and
 - (v) the benefit of any guarantee or surety vested in the Mortgagee relating to any such Mortgage and any other collateral security relating to such Mortgage; and
- (b) all its right, title, interest and benefit (whether present or future) in relation to the Insurance Contracts including the right to receive the proceeds of any claim insofar only as they relate to such Mortgages but not insofar as they relate to any amount comprising Retained Pre-Closing Accruals and Arrears.

3.5 Each sale and purchase referred to in Clauses 3.1, 3.3 and 3.4 shall be completed as follows:

- (a) in the case of Properties in England or Wales which comprise land registered at the Land Registry of England and Wales or the Land Registry of England and Wales (including any Property which is the subject of an application for first registration), by a transfer in the form of the Registered Land Transfer; and
- (b) in the case of Properties in England or Wales which comprise land which is not registered at the Land Registry of England and Wales (excluding that which is the subject of an application for first registration), by a transfer in the form of the Unregistered Land Transfer; and

provided always that neither the Issuer nor the Trustee shall be entitled to require the Seller to execute and deliver any of the documents referred to in paragraphs (a) or (b) of this Clause 3.5 until after the occurrence of any of the events referred to in clauses 4.4.2(a) to (g) of the Administration Agreement or such other time as the parties may agree, or unless it is entitled to do so in accordance with clause 4.4.3 of the Administration Agreement.

The Mortgagee acknowledges to the Issuer and the Trustee that, in consideration for the provision of funds for that purpose by or on behalf of the Issuer and/or Trustee, each Discretionary Further Advance and each Mandatory Further Advance made by or on behalf of and in the name of the Seller to a Borrower under and on the security of a Mortgage using such funds is at all times included in and forms part of the relevant Mortgage sold to the Issuer under Clauses 3.1, 3.3 and 3.4 of this Agreement and will be secured thereby and the Seller acknowledges that it retains no right, title, interest or benefit (whether present or future) in any Discretionary Further Advance and/or each Mandatory Further Advance so funded.

- 3.6 If on or at any time after the relevant Purchase Date the Seller holds, or there is held to its order, or it receives, or there is received to its order (otherwise than following a repurchase under Clause 8 or a re-assignment under Clause 9) any property, interest, right or benefit hereby agreed to be sold to the Issuer and/or the proceeds thereof, it undertakes with the Issuer that it will hold such property, interest, right or benefit and/or the proceeds thereof upon trust for the Issuer as the beneficial owner thereof or as the Issuer may direct and in the case of proceeds shall forthwith pay such proceeds to the Issuer to be dealt with as provided herein. If on or at any time after the relevant Purchase Date the Issuer holds, or there is held to its order, or it receives, or there is received to its order, any property, interest, right or benefit which is repurchased by the Seller under Clause 8 or re-assigned to the Seller under Clause 9 of which the Seller retains the benefit as expressly provided herein and/or the proceeds of any thereof, the Issuer undertakes that it will hold such property, interest, right or benefit and/or the proceeds thereof upon trust for the Seller as beneficial owner thereof.

4. **CONDITIONS TO FURTHER SALES**

The parties to this Agreement agree that neither the Warehouser nor the Seller will be entitled to, and that they will not, sell, and the Issuer will not be entitled to, and that it will not, purchase, any Additional Mortgages unless permitted by the Administration Agreement, this Agreement, and each of the following conditions is satisfied on each Further Purchase Date:

- (a) Moody's and Fitch have confirmed in writing that the proposed purchase of Additional Mortgages on such Further Purchase Date shall not adversely affect any of the then current ratings of the Notes;
- (b) the weighted average loan to value ratio of the portfolio (determined in accordance with the Lending Guidelines) must not exceed 70.5 per cent.;
- (c) the weighted average interest coverage ratio on the portfolio (determined in accordance with the Lending Guidelines) must not be less than 152 per cent.;
- (d) the aggregate Current Balance of the Mortgages of the 20 largest borrowers must not exceed £16,856,390
- (e) the Borrower of an Additional Mortgage must not be a Borrower in respect of any Mortgage that is already included in the portfolio or any other Additional Mortgage to be acquired by the Issuer and included in the portfolio on the same date;

- (f) each Additional Mortgage must be secured on a single property;
- (g) the Warehouse, the Seller and the Issuer shall have delivered to the Trustee on such Further Purchase Date:
 - (i) a solvency certificate of the Seller and the Warehouse dated that Further Purchase Date and signed by a director of the relevant company in or substantially in the form set out in Schedule 6;
 - (ii) a certificate of a director of the Seller confirming that each of the Additional Mortgages to be purchased on such Purchase Date was originated on the same Lending Guidelines as those which applied to similar Original Mortgages; and
 - (iii) an audit on the Additional Mortgages being prepared by an internationally recognised accounting firm substantially in the form provided in respect of the Mortgages on the Closing Date;
- (h) no Enforcement Notice has been served;
- (i) if such purchase were completed, the maximum aggregate principal amount of all Arrears Mortgages purchased by the Issuer (whether at or after the Closing Date) (when aggregated with any other Arrears Mortgages previously purchased) is £1,000,000 at the time of purchase;
- (j) there being no Event of Default under (and as defined in) Condition 9 or any Termination Event under (and as defined in) the Administration Agreement which, in any such case, is continuing;
- (k) the aggregate amount of Mandatory Further Advances which the lender is committed to make under the Additional Mortgages which are to be purchased by the Issuer on the relevant Purchase Date shall not, when aggregated with:
 - (i) the aggregate amount of all Discretionary Further Advances (other than by way of capitalisation of arrears) which have been made since the Closing Date or which are proposed to be made on or before that Further Purchase Date;
 - (ii) the aggregate amount of all Mandatory Further Advances which have been made since the Closing Date or which are to be made on or before that Further Purchase Date,

which in the case of each of sub-paragraphs (i) and (ii) above, have been or are to be funded by the Issuer out of principal received or recovered or deemed to have been received or recovered in respect of the Mortgages and not out of the proceeds of any advance under the Subordinated Loan Agreement made or to be made for such purpose;
 - (iii) the aggregate amount of all other Mandatory Further Advances, in respect of Mortgages which the Issuer has purchased or will have purchased before the relevant Purchase Date, which are to be made after the relevant Purchase Date, exceed a combined aggregate

cumulative limit of 16 per cent. of the Initial Principal Amount of the Notes; and

- (l) the satisfaction of the obligations set out at Clause 7.3; and
- (m) the Seller has delivered to the Trustee, on the relevant Purchase Date, a certificate dated on the relevant Purchase Date confirming that the conditions set out in this Clause 4 have been satisfied.

5. CONSIDERATION

5.1 The total consideration payable by the Seller for the Mortgages to the Warehouser for the sales by the Warehouser referred to in Clauses 2.1, 2.3 and 2.4 shall be the Warehouser Consideration payable as specified in this Agreement. In this Agreement "**Warehouser Consideration**" shall be a sum equal to:

- (a) the principal balances in respect of the Mortgages sold by the Warehouser as at such Purchase Date shown in the Annexure to the relevant Sale Document pursuant to which such Mortgages are to be purchased on that Purchase Date where such amount in the case of each such Mortgage is described as the "**Current Principal Balance**"; *plus*
- (b) the amount of Accrued Arrears in respect of such Mortgages; *plus*
- (c) the amount of interest and other sums accrued in respect of any period ending before the relevant Purchase Date under or in respect of such Mortgages which in each case have not fallen due for payment; *plus*
- (d) the amount (if any) in respect of such Mortgages shown in such Annexure and described as "**FRS 26 Adjustments**";

less

- (e) in respect of each Arrears Mortgage, the amount of any provision which has been made against the recovery of amounts due under that Arrears Mortgage as at the relevant Purchase Date,

and, for the avoidance of doubt, no consideration will be payable under this Clause 5.1 in respect of the sale of the items referred to in paragraphs (a)(iv), (a)(v) and (b) of Clauses 2.4.

5.2 The total consideration payable by the Issuer to the Seller for the sale by the Seller of the Mortgages referred to in Clauses 3.1, 3.3 and 3.4 shall be the Issuer Initial Consideration and the Deferred Purchase Consideration each payable as specified in this Agreement. In this Agreement "**Issuer Initial Consideration**" shall be a sum equal to:

- (a) the principal balance in respect of the Mortgages sold by the Seller as at the relevant Purchase Date as shown in the Annexure to the relevant Sale Document on such Purchase Date where such amount in the case of each such Mortgage is described as the "**Current Principal Balance**"; *plus*

- (b) the amounts (if any) in respect of such Mortgages shown in the Annexure and described as "**FRS 26 Adjustments**"; *less*
- (c) in respect of each Arrears Mortgage, the amount of any provision which has been made against the recovery of amounts due under that Arrears Mortgage as at the relevant Purchase Date,

and, for the avoidance of doubt, no consideration will be payable under this Clause 5.2 in respect of the sale of the items referred to in paragraphs (a)(iv), (a)(v) and (b) of Clauses 3.4.

6. OBLIGATIONS

- 6.1 Each of the Warehouser and the Seller severally undertakes with the Issuer and the Trustee that it will provide all reasonable co-operation to the Issuer and the Trustee during the term of this Agreement and without prejudice to the generality of the foregoing shall:
- (a) upon reasonable notice and during normal office hours permit the Issuer and the Trustee and their authorised employees and agents and other persons nominated by either of them to review its files in relation to the Mortgages and any related books of account and records; and
 - (b) give promptly all such information, facilities and explanations relating to its business and any of the Mortgages and all other property, interest, right, benefit or obligation hereby agreed to be sold as any such person may reasonably request.
- 6.2 Prior to the relevant Purchase Date, the Warehouser and the Seller shall not make any announcement in relation to any of the Mortgages, other than an adjustment of the rate or rates of interest on the Mortgages, without the prior approval of the Issuer and the Trustee (such approval not to be unreasonably withheld or delayed) of the terms of such announcement.
- 6.3 Without prejudice to the other provisions of this Clause, prior to the relevant Purchase Date, the Issuer shall procure that the Administrator shall continue to administer the Mortgages on the same basis as for all other mortgages and charges of a similar type administered by it.
- 6.4 On the Closing Date the Seller and the Warehouser shall each sell pursuant to Clauses 2 and 3 (as the case may be) all the Original Mortgages comprised in the Provisional Mortgage Pool (other than those which have been redeemed in full prior to the Closing Date or which do not otherwise comply with the terms of this Agreement as at the Closing Date) together with other Original Mortgages complying with the terms of this Agreement as at the Closing Date.

7. COMPLETION

7.1 The sales and purchases referred to in Clauses 2 and 3 shall be conditional on:

- (a) the issue by the Issuer of the Notes and the drawing by the Issuer under the Subordinated Loan Agreement of the amounts referred to in clause 2.2 of the Subordinated Loan Agreement on the Closing Date;
- (b) the Relevant Documents having been executed and delivered by the parties thereto on or before the Closing Date;
- (c) the delivery by the Issuer, the Seller and the Warehouser of a solvency certificate dated the date of such purchase in or substantially in the form set out in Schedule 6, signed by an authorised officer of the relevant company; and
- (d) (1) in the case of the sale and purchase of the Original Mortgages, the delivery of the Warehouse Original Release, and (2) in the case of the sale and purchase of Additional Mortgages, if applicable, the delivery of a Warehouse Further Release relating to those Additional Mortgages.

Completion of the purchase of the Original Mortgages shall take place on the Closing Date immediately upon satisfaction of conditions (a), (b), (c) and (d)(1) referred to in this Clause 7.1, when the steps listed in Clause 7.2 shall take place, each of which shall be deemed to take place simultaneously and simultaneously with the satisfaction of conditions (a), (b), (c) and (d)(1) referred to in this Clause 7.1, immediately following which the steps listed in Clauses 7.5, 7.6 and 7.7 shall take place, each of which shall be deemed to take place simultaneously and payment shall be made in accordance with Clause 7.8.

7.2 On the Closing Date, the Warehouser shall deliver to the Seller:

- (a) paper copies of the title deeds to the Properties in respect of the Original Mortgages;
- (b) electronic copies of the Original Mortgages registered at the Land Registry of England and Wales;
- (c) its files relating to each of the Original Mortgages; and
- (d) one copy of the Annexure to this Agreement, signed by the parties hereto for the purposes of identification,

and each of the Warehouser and the Administrator shall deliver the Warehouse Original Release (as appropriate to effect a release of any security interest over the legal and beneficial interests therein).

The items referred to in (a), (b), (c) and (d) above shall be delivered on the Closing Date to the offices of the Administrator in Solihull and the Warehouser shall confirm to the Seller in an agreed form of letter that following the Closing Date such items will be held by the Warehouser to the order of the Seller and the Seller agrees that

compliance with this provision shall constitute good delivery of the relevant documents for the purposes of this Clause.

- 7.3 On each Further Purchase Date, if applicable, the Warehouser shall deliver to the Seller:
- (a) paper copies of the title deeds to the Properties in respect of the relevant Additional Mortgages;
 - (b) electronic copies of the Additional Mortgages registered at the Land Registry of England and Wales;
 - (c) its files relating to each of the relevant Additional Mortgages; and
 - (d) one copy of each of the Additional Mortgage Requests delivered pursuant to Clause 2.2,

and each of the Warehouser and the Seller shall deliver a Warehouse Further Release (as appropriate to effect a release of any security interest over the legal and beneficial interests therein).

- 7.4 The items referred to in (a), (b), (c) and (d) in Clause 7.3 above shall be delivered on each further Purchase Date at the offices of the Administrator in Solihull or the Warehouser shall confirm to the Seller in an agreed form of letter that following such Further Purchase Date such items will be held by the Warehouser to the order of the Seller and the Seller agrees that compliance with this provision shall constitute good delivery of the relevant documents for the purposes of this Clause.

- 7.5 On each Purchase Date, subject to the Warehouser having performed its obligations under Clause 7.2 in the case of the Original Mortgages and Clause 7.3 in the case of the Additional Mortgages, if any, as the case may be, the Seller shall procure the payment of the Warehouser Consideration payable to the Warehouser in accordance with Clause 5.1 for value on the relevant Purchase Date.

- 7.6 On each Purchase Date, the Seller shall deliver or procure that there are delivered to the Issuer:
- (a) in the case of the Closing Date only, a duly executed power (in duplicate) in the form of the Power of Attorney;
 - (b) in the case of the Closing Date only, a certified copy of each of the relevant Insurance Contracts set out in Schedule 1 and in the case of a Further Purchase Date, a certificate stating that there has been no material change to the Insurance Contracts set out in Schedule 1 (or if there has been a material change, a certified copy of the relevant Insurance Contract);
 - (c) the documents referred to in Clause 7.2 or Clause 7.3 on the relevant Purchase Date as the case may be,

and the Seller shall deliver the relevant Warehouse Release (as appropriate to effect a release of any security interest over the legal and beneficial interests therein).

The items referred to in Clauses 7.2 and 7.3, items (a), (b) and (c) (in each case) shall be delivered on the relevant Purchase Date at the offices of the Administrator in Solihull, or the Seller shall confirm to the Issuer and the Trustee in an agreed form of letter that as of the relevant Purchase Date such items will be held by the Seller to the order of the Trustee. The Issuer agrees that compliance with this provision shall constitute good delivery of the relevant documents to the Issuer for the purposes of this Clause.

- 7.7 In the case of the Closing Date only, the Issuer shall deliver, or procure that there are delivered, to the Administrator, powers of attorney duly executed by the Issuer and the Trustee in accordance with clause 10.1 of the Administration Agreement.
- 7.8 On the relevant Purchase Date, subject to each of the Warehouser and Seller having satisfied and performed their respective obligations herein, the Issuer shall satisfy and discharge the Issuer Initial Consideration payable under Clause 5.2. On each Interest Payment Date after the Closing Date the Issuer shall satisfy and discharge the Deferred Purchase Consideration payable to the Seller under Clause 5.2 in accordance with the applicable priority of payments.
- 7.9 Within ten days after the relevant Purchase Date, the Warehouser will lodge appropriate forms at Companies House to register the satisfaction of the security effected by the Warehouse Release insofar as the same affects any Mortgage sold on the relevant Purchase Date.
- 7.10 The Seller undertakes that it will use all reasonable efforts to obtain, as soon as practicable, and in any event within six months after the relevant Purchase Date, details of the title numbers applicable to Properties in England or Wales comprising registered land or land which is the subject of an application for first registration in respect of Mortgages which have been sold by it. Six months from the relevant Purchase Date the Seller shall report in writing to the Issuer and the Trustee such title numbers relating to the Mortgages as are then known to it together with such other information relating thereto as the Trustee may reasonably request. If all such title numbers are not then known to the Seller, the Seller shall, within such period of time thereafter (not being less than two weeks) as the Trustee may specify to the Seller, obtain details of the missing title numbers and report the same in writing to the Trustee. Where any of the Annexures contain details of Mortgages over registered land in England or Wales, the Seller will identify (if so requested to do so by the Chief Land Registrar) the District Registry responsible for the area in which each of the Properties is situated.

8. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 8.1 The Seller acknowledges that the warranties and representations given or made by it and set out in this Clause 8 are made with a view to inducing the Issuer and the Trustee to enter into this Agreement and to inducing the Issuer to purchase Mortgages pursuant to this Agreement and that the Issuer and the Trustee have entered into this Agreement in reliance thereon and have relied and will rely upon such warranties and representations notwithstanding any information in fact possessed or discoverable by the Issuer or the Trustee or otherwise disclosed to either of them.

- 8.2 The Seller severally warrants and represents to each of the Issuer and the Trustee in the following terms as at each Purchase Date with respect to the Mortgages to be purchased from it by the Issuer on such Purchase Date by reference to the facts and circumstances existing immediately prior to the completion of the purchase of the relevant Mortgages by the Issuer in accordance with Clause 3:
- (a) the particulars of each Mortgage set out in the Annexures to this Agreement are complete, true and accurate in all material respects;
 - (b) subject to the completion of any registration or recording of the Mortgage which may be pending at the Land Registry of England and Wales, each Mortgage is legally owned by the Seller;
 - (c) the Seller is the beneficial owner of each Mortgage;
 - (d) the first payment due from the Borrower in respect of the Mortgage has been received in full;
 - (e) each Loan constitutes a valid and binding obligation of the Borrower;
 - (f) subject to the completion of any registration or recording of the Mortgage which may be pending at the Land Registry of England and Wales, each Mortgage constitutes a valid and subsisting legal mortgage over the relevant Property which is either:
 - (i) a first legal mortgage in respect of all monies outstanding under the related Loan; or
 - (ii) a second or subsequent legal mortgage over which no mortgage which is not a Mortgage has priority in respect of all monies outstanding under the related Loan;
 - (g) the Mortgages and the other estates and interests sold by the Seller under this Agreement are free and clear of all mortgages, securities, charges, liens, encumbrances, diligences, claims and equities but subject:
 - (i) to the terms of this Agreement; and
 - (ii) in the case of the Mortgages registration or recording of which is pending at the Land Registry of England and Wales to the completion of such registration or recording;
 - (h) each Mortgage is secured on a freehold or leasehold residential, or mixed commercial/residential property which is situated in England or Wales;
 - (i) all steps necessary with a view to perfecting the Seller's legal title to each Mortgage were duly taken at the appropriate time or are in the process of being taken without undue delay on its part or on the part of those within its control;
 - (j) no lien or right of set-off (or analogous right) or counterclaim or compensation has been created or arisen or now exists between the Mortgagee and any

Borrower which would entitle such Borrower to reduce the amount of any payment otherwise due under a Mortgage;

- (k) prior to making the initial advance to a Borrower:
 - (i) the Seller received from solicitors or licensed or qualified conveyancers acting for it a report on title or certificate of title to the relevant Property (the benefit of which is available to the owner for the time being of the relevant Mortgage) which either initially or after further investigation disclosed nothing which would cause a reasonably prudent lender to decline to proceed with the initial advance on the proposed terms; or
 - (ii) where the mortgage loan made in relation to a Property is secured by a Mortgage which was made without there being a contemporaneous purchase of such Property by the Borrower, the Seller carried out such written searches and investigations of title to the Property which a reasonably prudent mortgage lender would carry out in relation to the remortgaging of a property, which searches and investigations either initially or on further investigation disclosed nothing which would cause a reasonably prudent mortgage lender to decline to proceed with the initial advance on the proposed terms;
- (l) prior to making a Loan, a valuation was undertaken on behalf of the Seller by a valuer approved by the Seller (being a fellow or associate of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers) which either initially or after further investigation disclosed nothing which would cause a reasonably prudent mortgage lender to decline to proceed with taking the mortgage or charge on the proposed terms;
- (m) subject to registration or recording at the Land Registry of England and Wales where required, at the date of the Mortgage each Property was held by the Borrower free from any encumbrance which would materially adversely affect either the title to the Property or the value of the Property for security purposes set out in any valuation report carried out for the Seller;
- (n) if the Property is not registered at the Land Registry of England and Wales and is not required to be registered, the relevant Borrower has a good and marketable title to the fee simple absolute in possession or a term of years absolute in the relevant Property or, if the Property is registered or is unregistered but is subject to first registration at the Land Registry of England and Wales, it has been registered or is in the course of registration with title absolute, in the case of freehold property, or absolute or good leasehold title, in the case of leasehold property and if the Property is not registered and is not required to be registered, it is comprised in either a fee simple absolute (if freehold) or a term of years (if leasehold) of not less than 30 years beyond the term of the Mortgage relating to such Property and is free from any encumbrance which would affect such title, and if the Property is registered, it has been registered with title absolute (if freehold) or good leasehold estate title of the requisite term (if leasehold) or is in the process of being so registered;

- (o) prior to making each initial advance or Discretionary Further Advance, the Lending Guidelines were satisfied so far as applicable (having regard to any further advance which could fall to be made) subject to such waivers as might be within the discretion of a reasonably prudent lender;
- (p) each advance has been made in all material respects on the terms of the Mortgage Documentation current at the date of the advance and such documents have not been subsequently varied in any material respect;
- (q) the relevant Borrower's consent is not required for the transfer or assignation of any Mortgage;
- (r) interest is charged on each Mortgage at such rate as may be from time to time determined in accordance with the provisions of the Mortgage Conditions;
- (s) as at the relevant Purchase Date, the maximum aggregate principal amount of all Arrears Mortgages which may be purchased by the Issuer is £1,000,000;
- (t) other than in the case of an Arrears Mortgage or Mortgage on a Property where the Borrower has been written to in respect of an unauthorised letting, there are no outstanding claims in respect of any material breaches of the terms of any Mortgage;
- (u) the Seller took (or instructed its solicitors to take) on or prior to the date of completion of each Mortgage all reasonable steps to ensure that any Property which was not insured under the Block Buildings Policies maintained by it was insured under a policy with an insurance company against all risks usually covered by a comprehensive insurance policy to an amount not less than the full reinstatement value determined by the valuer acting for it and that it was either a named insured or its interest was noted by the insurers;
- (v) no Mortgage is or will be repayable later than 2037;
- (w) since the registration of each Mortgage in the name of the Seller, full and proper accounts, correspondence files, books and records showing all transactions, payments, receipts, proceedings and notices relating to that Mortgage have been kept and all such accounts, books and records are up to date and in the possession of the Mortgagee or held to their order;
- (x) the Mortgagee has not received written notice of any claim calling into question in any material way its title to any Mortgage;
- (y) all the title deeds to the Properties and the Mortgages are held by or to the order of the Mortgagee or have been lodged by the Mortgagee at the Land Registry of England and Wales;
- (z) in the case of Individual Mortgages only, no Borrower is a current employee of a Paragon Group Company and each Borrower of an Individual Mortgage purchased pursuant to this Agreement is an individual;
- (aa) other than in the case of any Arrears Mortgage or any Mortgage on a Property where the Borrower has been written to in respect of an unauthorised letting,

the Mortgagee has not knowingly waived or acquiesced in any breach of any of its rights under or in relation to a Mortgage other than such waivers as a reasonably prudent lender might make in accordance with the guidance set out in the Administration Manual;

- (bb) no agreement for any Individual Mortgage is unenforceable in whole or in part as a result of any non-compliance with the Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006);
- (cc) for so long as there is a breach of the applicable Mortgage Conditions no Mortgage will require the making of any Mandatory Further Advance;
- (dd) in relation to any Loan where the obligations of the Borrower are guaranteed by a guarantor, each guarantee or surety obligation in respect of such Loan constitutes a valid and binding obligation of such guarantor and the benefit of such guarantee may be assigned to the Issuer and charged by the Issuer to the Trustee;
- (ee) there is no obligation on the part of the Mortgagee of a Mortgage to make any further advances except in accordance with the relevant Mortgage Conditions;
- (ff) the Insurance Contracts as set out in Schedule 1 will apply to each of the Mortgages and to the extent that they apply to such Mortgages the Issuer will have the benefit of each such Insurance Contract and, as between the assignor and the assignee, any assignment or transfer of the rights and benefits under each such Insurance Contract by the Issuer to the Trustee will be valid and binding without notification to, or request for consent from, the relevant insurer;
- (gg) so far as the Seller is aware, no term of any Individual Mortgage to which the Unfair Terms in Consumer Contract Regulations 1994 or 1999 apply is an unfair term for the purposes of such regulations;
- (hh) in the case of each Corporate Mortgage, the prescribed particulars of the Corporate Mortgage and any floating charge together with the instrument by which they were created were delivered to the Registrar of Companies for registration within 21 days after their creation in accordance with section 860 (or, as applicable, section 878) of the Companies Act 2006 and a certificate of registration has been received in respect of such registration;
- (ii) in the case of Corporate Mortgages only, each Borrower is a private company incorporated with limited liability in England and Wales or Northern Ireland or Scotland or the Isle of Man or the Channel Islands or Gibraltar;
- (jj) in the case of Corporate Mortgages only, the Mortgagee has not received written notice of any steps having been taken for the liquidation or winding-up of, or the making of an administration order in relation to, any Borrower or of any steps having been taken to enforce any security over the assets of any Borrower; and

(kk) in the case of Corporate Mortgages only, a search was conducted at Companies House in relation to the Borrower, (or at the Companies Registry in Northern Ireland where the Borrower is a Northern Ireland company) which revealed that no notices of appointment of a liquidator, administrator, administrative receiver or receiver had been filed and that no resolution had been passed to wind up the Borrower.

provided always that:

- (i) none of the above representations or warranties is (or shall be treated or deemed to be) in respect of the future credit-worthiness of any Borrower;
- (ii) without prejudice to paragraph (gg) of Clause 8.2, the Seller does not, and nothing herein shall be taken to imply that the Seller does, expressly or impliedly represent or warrant that as at the relevant Purchase Date no term of any Mortgage is incapable of being found by a court of competent jurisdiction or considered by the Office of Fair Trading to be an unfair term for the purposes of the Unfair Terms in Consumer Contracts Regulations 1994 or 1999 or that any pre-payment charge relating to a redemption of a Mortgage is enforceable; and
- (iii) notwithstanding anything to the contrary in any of the Relevant Documents the representations and warranties given in this Clause 8.2 shall only be given, in relation to the sale and purchase of the Original Mortgages, on the Closing Date or, in relation to the sale and purchase of the Additional Mortgages, if applicable, on a Further Purchase Date in respect thereof, by reference to the facts and circumstances existing immediately prior to the completion of such purchase by the Issuer on such date and shall not be, or be deemed to be, given or repeated at any other time whatsoever.

8.3 The Seller warrants and represents to the Issuer and the Trustee that as at the date hereof the Prospectus contains all information with regard to it and its business, the Mortgages, the Properties, the Lending Guidelines, and the Insurance Contracts which is material in the context of the issue of the Notes and that such information is true and accurate in all material respects and is not misleading in any material respect, that the opinions and intentions expressed therein relating to it and its business, the Mortgages, the Properties, the Lending Guidelines, and the Insurance Contracts are honestly held, that there are no other facts the omission of which would make any of such information or the expression of any such opinions or intentions misleading in any material respect and that the Seller has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

8.4 The Seller confirms, for the avoidance of doubt, that if, after the relevant Purchase Date, any Mortgage in respect of which it has given warranties pursuant to Clause 8.2 is converted into any other type of Mortgage in accordance with the Administration Agreement, such conversion shall not by itself affect the warranties already given as aforesaid but such warranties shall not be, or be deemed to be, given or repeated at the time of such conversion and the accuracy (or otherwise) of such warranties shall only

be measured by reference to the facts and circumstances existing at the date on which such warranties were given. This confirmation is only given in respect of the Mortgages (if any) converted as aforesaid and not in respect of any other Mortgage (unless such other Mortgage is also so converted, in which case the said confirmation shall apply to such other Mortgage in the same terms as the preceding sentence, *mutatis mutandis*).

8.5 The Mortgagee severally undertakes in respect of each Mortgage sold by it that it will proceed with all due diligence to do and complete all such acts and things, and to execute any necessary deeds and documents, as may be requested by the Issuer and/or the Trustee to perfect the title of the Issuer to the relevant Mortgage and the other benefits and rights agreed to be sold hereunder, subject to clause 4.4 of the Administration Agreement.

8.6 In the event that:

- (a) there is as at the relevant Purchase Date a material breach of any of the representations and warranties of the Seller contained in Clause 8.2 (other than paragraph 8.2(gg) thereof to which the provisions of paragraph (d) of Clause 14 will apply) in respect of or concerning any Mortgage which (being capable of being remedied) the Seller shall fail to remedy within 28 days (or such longer period not exceeding 35 days as the Issuer and the Trustee may agree) of receipt of written notice of such breach from the Issuer or the Trustee, or which is not capable of being remedied;
- (b) had the references in the representations and warranties given by the Seller as at the relevant Purchase Date in paragraphs 8.2(z) and 8.2(aa) of Clause 8.2 to "Mortgagee" been references instead to the Administrator (*mutatis mutandis*), there would have been as at the relevant Purchase Date a material breach ("**deemed breach**") of such representations and warranties as at the relevant Purchase Date in respect of or concerning any Mortgage and either the Seller shall have failed to remedy such deemed breach (if capable of being remedied) within 28 days (or such longer period not exceeding 35 days as the Issuer and the Trustee may agree) of receipt of written notice of such deemed breach from the Issuer or the Trustee or such deemed breach shall not be capable of being remedied;
- (c) a term of any Individual Mortgage is at any time on or after the Closing Date found by a competent court whether on the application of a Borrower, the Office of Fair Trading or otherwise to be an unfair term for the purposes of the Unfair Terms in Consumer Contracts Regulations 1994 or 1999; or
- (d) any pre-payment charge relating to a redemption of a Mortgage is at any time on or after the Closing Date found by a competent court whether on the application of a Borrower or otherwise to be unenforceable against the Borrower upon redemption of such Mortgage and the Seller does not, by not later than seven days after the expiry of the 28 days' (or other longer) notice period referred to in Clause 8.8, pay an amount equal to such pre-payment charge to the Issuer for application in accordance with clause 6.4.2 of the Administration Agreement as if such amount were a Waived Prepayment Charge Amount;

- (e) the first two payments due in respect of any Mortgage has fallen due and have not been received in full,

the Issuer shall sell and the Seller shall repurchase or procure the repurchase of the Mortgage concerned (whether or not such Mortgage in fact exists or is valid and binding and/or enforceable) (the "**Relevant Mortgage**" which expression shall, where the context so admits, include any other Mortgage secured upon the Property) together with (if applicable) the benefit of the Insurance Contracts to the extent they relate to the Relevant Mortgage and if applicable the benefit of any Hedge Agreement to the extent that it relates thereto.

- 8.7 If at any time the Seller is obliged to repurchase, or procure the repurchase of, a Mortgage pursuant to Clause 8.6 and such Mortgage is in respect of a Property which is also subject to a second mortgage which also constitutes a Mortgage (the "**Relevant Second Mortgage**"), then, the Seller will also at the same time be obliged to repurchase or procure the repurchase of, the Relevant Second Mortgage as though there had also been a breach of warranty in respect of the Relevant Second Mortgage (whether or not there has in fact been a breach of warranty in respect of the Relevant Second Mortgage). In such circumstances, references in this Clause 7 to the Relevant Mortgage shall be read and construed as references to both the Relevant Mortgage (as defined above) and the Relevant Second Mortgage.
- 8.8 Completion of any repurchase pursuant to Clause 8.6 shall take place not later than 10 days after the expiry of such 28 days' (or other longer) notice period as is referred to in paragraph (a), (b) or (d) of Clause 8.6 or, if the relevant breach referred to in paragraph (a) of Clause 8.6 is not capable of remedy or if the repurchase is a result of the circumstance in paragraph (c) of Clause 8.6, after receipt by the Seller of written notice of such breach or circumstance from the Issuer or the Trustee, when the Seller shall pay into the Transaction Account or as the Trustee shall direct an amount equal to the aggregate of the outstanding principal amount of the Relevant Mortgage as at the date of the repurchase of the Relevant Mortgage together with interest accrued from the relevant Purchase Date (but which has not been paid) and costs up to (but excluding) the date of completion of the repurchase of the Relevant Mortgage.
- 8.9 Against payment and/or, as the case may be, transfer on completion of any repurchase pursuant to Clause 8.6, the Issuer and the Trustee shall at the expense of the Seller complete such documentation as is necessary to perfect a release of their respective interests in the Relevant Mortgage and its collateral security (including the benefit of the Insurance Contracts) to the extent they relate to the Relevant Mortgage and, if applicable, such Hedge Agreement to the extent that it relates to the Relevant Mortgage. The Issuer and the Trustee hereby confirm that the powers of attorney set out in Schedule 5 and Schedule 6 the Administration Agreement, as applicable, (once executed) shall subsist to the extent applicable in relation to Relevant Mortgages and (if applicable) the benefit of a Hedge Agreement which the Seller has repurchased notwithstanding the termination of MAAL's appointment as Administrator under that agreement and the Trustee shall in addition to the said power of attorney give such further or other authority as may be reasonably requested by the Seller for the purpose of releasing its interest in the Relevant Mortgage and (if applicable) the benefit of a Hedge Agreement which the Seller has repurchased. Any such repurchase by the Seller or any person which the Seller shall nominate shall constitute a full discharge and release from any claims which the Issuer or the Trustee may have against it

arising from any breach of representation or warranty in relation to the Relevant Mortgage only and shall not affect any rights arising from a breach of representation or warranty in relation to any other Mortgage.

8.10 The Seller hereby undertakes with the Issuer and the Trustee:

- (a) if and for so long as it has an interest in a Mortgage (not being a Mortgage that has been repurchased pursuant to Clause 8.6) by virtue of its remaining the legal or beneficial owner or heritable creditor of such Mortgage, it shall not sell, transfer, charge, dispose of or otherwise deal with such interest save in the event of redemption in full by the relevant Borrower and it shall not consent to the creation of any mortgage or other security interest in or over the relevant Property without using its reasonable endeavours to ensure that such mortgage or other security interest and all sums secured thereby will rank after such Mortgage in point of priority;
- (b) that, in respect of any Mandatory Further Advance or any Discretionary Further Advance other than of the kind referred to in clause 8.2.3 of the Administration Agreement to be made after the date hereof, it shall not waive the Lending Guidelines other than in respect of any waiver which may have been made by a reasonably prudent mortgage lender;
- (c) promptly to notify them if it receives after the date hereof written notice of any litigation or claim calling into question in any material way the title to any such Mortgage or if it becomes aware of any material breach of any of its representations, warranties, undertakings and other obligations under this Agreement;
- (d) if reasonably required so to do by the Issuer or the Trustee, to participate or join in and to procure that any other Mortgagee participates and joins in any legal proceedings to the extent necessary in defending or contesting any litigation calling into question in any material way the title to any such Mortgage or in any legal proceedings against the Borrower or in relation to the enforcement of any Mortgage;
- (e) if reasonably required so to do by the Issuer or the Trustee, to pursue all claims against the Land Registry of England and Wales under the Land Registration Act 2002 with respect to any such Mortgage and to account promptly to the Issuer for any amounts recovered by it pursuant to any such claim; and
- (f) to maintain its registered office in England and Wales.

9. RE-ASSIGNMENT OF RIGHTS OF THE ISSUER

If the Seller makes any full payment (not involving a repurchase under Clause 8.6) to the Issuer pursuant to any claim made in relation to any representation, warranty or undertaking set out in Clause 8, the Issuer and the Trustee shall at the expense of the Seller re-assign to it all such rights as it may reasonably request against any third party which may enable it to recover all or part of any such payment. If the Seller pays to the Issuer or the Trustee an amount in respect of any claim under this

Agreement and the Issuer or the Trustee subsequently recovers from a third party any sum in respect of the liability for such claim, the Issuer and the Trustee shall forthwith repay to it so much of the amount paid by it as does not exceed the sum recovered from the third party less all reasonable costs, charges and expenses incurred by the Issuer or the Trustee in recovering that sum from the third party.

10. **MERGER**

Any term of this Agreement to which effect is not given on a Purchase Date (including in particular the liability of the Seller under the representations, warranties and undertakings contained in Clause 8) shall not merge and shall remain in full force and effect notwithstanding the completion and delivery of the Transfers.

11. **NO AGENCY OR PARTNERSHIP**

Nothing in this Agreement shall be construed as giving rise to any relationship of agency or partnership between any of the parties and in fulfilling its obligations hereunder, each party shall be acting entirely for its own account.

12. **PAYMENTS**

All payments to be made pursuant to this Agreement shall be made in sterling in immediately available funds and shall be deemed to be made when they are received by the payee.

13. **TAXATION**

All payments made by the Issuer under this Agreement shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless such withholding or deduction is required by applicable law. In that event the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. The Issuer will not be obliged to make any additional payments to the Seller or any assignee under Clause 18 of this Agreement.

14. **LIABILITY**

The Issuer and the Trustee severally acknowledge to the Seller and agree that:

- (a) no breach of any of the representations and warranties in, nor any act or omission in respect of, the provisions of Clause 8.2 shall give rise to any claim for damages on the part of the Issuer or the Trustee against the Seller or any remedy whatsoever against the Mortgagee and the sole remedy of each of the Issuer and the Trustee in respect thereof (with the exception of the representation and warranty in paragraph 8.2(gg) of Clause 8.2 to which the provisions of paragraph (d) below will apply) shall be to take such action under Clause 8.6 as may be available to it and that no breach of, nor any act or omission in respect of, any warranty or representation other than those representations and warranties contained in Clause 8.2 (but not paragraph 8.2(gg) thereof) shall entitle the Issuer or the Trustee to require the Seller to repurchase any Mortgage in accordance with Clause 8.6 or otherwise

provided that this paragraph (a) shall not limit the remedies available to the Issuer and/or the Trustee (or the exercise thereof) against the Seller if it, having become bound to repurchase a Mortgage in accordance with Clause 8.6, fails to do so;

- (b) subject and without prejudice to paragraph (a), the Mortgagee shall not have any liability or responsibility (whether, in either case, contractual, tortious or delictual, express or implied) for any loss or damage for or in respect of any breach of, or any act or omission in respect of, any of the obligations on the part of the Borrower under any Mortgage suffered by the Issuer or the Trustee by reason of such breach, act or omission;
- (c) if, after the Closing Date, the terms of any Mortgage are varied or waived in any way with the consent of the Issuer and the Trustee (which shall include but not be limited to any rescheduling of the amounts secured by such Mortgage or renegotiation of such terms), the Issuer and the Trustee shall be subject to, and bound by, such variation or waiver and the Seller shall not have any obligation therefor or be in any way affected thereby; and
- (d) except in the case of fraud, no breach of the representation and warranty in, nor any act or omission in respect of, the provisions of paragraph 8.2(gg) of Clause 8.2 shall give rise to any claim for damages on the part of the Issuer or the Trustee or any other person against the Seller or any right of action or remedy whatsoever against the Mortgagee and no breach of, nor any act or omission in respect of, the representation and warranty in paragraph 8.2(gg) of Clause 8.2 shall entitle the Issuer or the Trustee or any other person to require the Seller to repurchase any Mortgage in accordance with Clause 8.6 or otherwise to any remedy against the Mortgagee or any other person but this paragraph (d) of Clause 14 is without prejudice to any obligation the Seller may have to repurchase any Individual Mortgage under paragraph (c) of Clause 8.6.

15. **FURTHER ASSURANCE**

The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Agreement.

16. **WAIVER**

Any exercise or failure to exercise any right under this Agreement shall not (unless otherwise herein provided) constitute a waiver of that or any other right.

17. NOTICES

Any notices to be given pursuant to this Agreement shall be sufficiently served if delivered by hand or sent by prepaid first-class post or by telex or facsimile or email transmission and shall be deemed to be given upon receipt and shall be delivered or sent:

- (a) in the case of a party to this Agreement other than the Trustee to St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (facsimile number: 0121 712 2072, email address: Company_Secretary@Paragon-group.co.uk) marked for the attention of: The Company Secretary;
- (b) in the case of the Trustee, to the address appearing at the beginning of this Agreement (facsimile number: 020 7500 2931 marked for the attention of: Agency & Trust);

or to such other addresses or facsimile number or email address or marked for the attention of such other person or department as may from time to time be notified by any party to the other parties by written notice in accordance with the provisions of this Clause.

18. ASSIGNMENT

- 18.1 The Issuer may assign or charge to the Trustee the benefit of and full right to enforce all its rights under or granted pursuant to this Agreement by way of or pursuant to the Deed of Charge only and not to any other person or in any other manner.
- 18.2 Neither the Mortgagee nor the Trustee may assign or charge its rights and obligations under this Agreement or any that may be assigned or charged to it, except that the Trustee may assign its rights under this Agreement to a successor trustee appointed under the Trust Deed.

19. TRUSTEE

- 19.1 If there is any change in the identity of the Trustee in accordance with the Trust Deed, the Mortgagee and the Issuer shall execute such documents and take such action as the new Trustee and the outgoing Trustee may require for the purpose of vesting in the new Trustee the rights, powers and obligations of the outgoing Trustee, and releasing the outgoing Trustee from its future obligations, under this Agreement.
- 19.2 It is hereby acknowledged and agreed that by its execution of this Agreement the Trustee shall not assume or have any of the obligations or liabilities of the Mortgagee or the Issuer hereunder.

20. VARIATIONS

This Agreement may be varied in writing signed by duly authorised signatories on behalf of the parties hereto.

21. **EXCLUSION OF THIRD PARTY RIGHTS**

The parties to this Agreement do not intend that any term of this Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

22. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, the laws of England and Wales.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed on the day and year first before written at London.

**Executed by:
as its deed as follows:**

Signed for and on its behalf by one
of its directors

Signature: 

Witness Name: Mohammed Sharah

Occupation: Trainee Solicitor

Address: 10 Upper Bank St.
.....
.....

**PARAGON MORTGAGES (2010)
LIMITED**

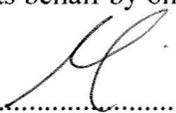
By: 

Name: J HARKLEY

Title: Director

**Executed by:
as its deed as follows:**

Signed for and on its behalf by one
of its directors

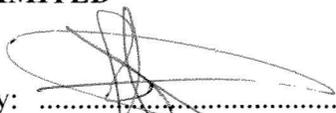
Signature: 

Witness Name: Mohammed Sharah

Occupation: Trainee Solicitor

Address: 10 Upper Bank St.
.....
.....

**PARAGON FOURTH FUNDING
LIMITED**

By: 

Name: J HARKLEY

Title: Director

Executed by:
as its deed as follows:
Signed for and on its behalf by one
of its directors

Signature: 

Witness Name: Mohammed Sharabi

Occupation: Trainee Solicitor

Address: 10 Upper Bank St.
.....
.....

**MOORGATE ASSET
ADMINISTRATION LIMITED**

By: 

Name: SHARKEY

Title: Director

Executed by:
as its deed as follows:
Signed for and on its behalf by one
of its directors

Signature: 

Witness Name: Mohammed Sharabi

Occupation: Trainee Solicitor

Address: 10 Upper Bank St.
.....
.....

PARAGON MORTGAGES (NO.16) PLC

By: 

Name: SHARKEY

Title: Director

Executed by:
as its deed as follows:
Signed for and on its behalf by one
of its duly authorised attorneys

Signature:

Witness Name: *Mohammed Sharafi*

Occupation: *Trainee Solicitor*

Address: *10 Upper Bank St.*

.....
.....

**CITICORP TRUSTEE COMPANY
LIMITED**

By: *B. Mikh*

Name:
Gen. Mikh
Vic. Mikh

Title: Attorney

SCHEDULE 1
INSURANCE CONTRACTS

1. In respect of the Individual Mortgages and the Corporate Mortgages:
 - (A) The Fidelity Insurance Policy to the extent of any loss to the Issuer arising in connection with the performance by or on behalf of the Administrator of the services to be provided pursuant to the Administration Agreement.
 - (B) The "Mortgage Impairment Insurance for Financial Institutions Policy" to the extent it relates to the Mortgages.
 - (C) The Block Buildings Policies to the extent that such policies relate to the Properties.
 - (D) Those buildings insurance policies on the Properties (not being any of the Block Buildings Policies) where the Mortgagee is a named insured or where the Mortgagee's interest is noted.

SCHEDULE 2 MORTGAGE DOCUMENTATION

Origination Documentation

Legal Charge
Mortgage Conditions
General and Special Mortgage Conditions
Offer of Loan

Supplemental Instructions and Guidance Notes to Solicitors
Guarantee for corporate borrowers
Certification of confirmation of advice (corporate borrowers)
Certificate of satisfaction
Notice to Freeholder

Reference

FMNL4708
FMNL4728 (4)
FMNL4713 (25)
Offer template – Ltd Co
Offer template – Non Ltd Co
FMNL4711 (12)
FMNL4707 (14)
FMNL4706 (5)
FMNL4726 (32)
FMNL4714 (3)

Libor Linked

2 Year Libor Tracker plus 4%
5 Year Libor Tracker plus 4.25%
5 Year Libor Tracker plus 3.75%
5 Year Libor Tracker plus 4.25%
2 Year Libor Tracker plus 3.5%
2 Year Libor Tracker plus 4%
2 Year Libor Tracker plus 3.5%
5 Year Libor Tracker plus 3.75%
2 Year Libor Tracker plus 2.5% (Feb 11)
2 Year Libor Tracker plus 3.19% (Feb 11)
2 Year Libor Tracker plus 3.8% (Feb 11)
3 Year Libor Tracker plus 2.8% (Feb 11)
2 Year Libor Tracker plus 3.09% (Apr 11)
2 Year Libor Tracker plus 3.4% (May 11)
2 Year Libor Tracker plus 3.5% (May 11)
2 Year Libor Tracker plus 3.6% (May 11)
2 Year Libor Tracker plus 3.09% (May 11)
2 Year Libor Tracker plus 2.79% (Jul 11)
2 Year Libor Tracker plus 2.89% (Jul 11)
2 Year Libor Tracker plus 2.99% (Jul 11)
2 Year Libor Tracker plus 3.40% (Jul 11)
2 Year Libor Tracker plus 3.50% (Jul 11)
2 Year Libor Tracker plus 3.60% (Jul 11)
2 Year Libor Tracker plus 3.40% (Jul 11)
2 Year Libor Tracker plus 3.50% (Jul 11)
2 Year Libor Tracker plus 3.60% (Jul 11)

Reference

012 LHM
002
003 LHM
004 LHM
009
010
011 LHM
001
016 B
017 B
018 B
019 B
041 RFMS
046 B
047 B
048 B
050 RRM
062
063
064
065
066
067
068
069
070

Fixed Rate

2 Year Fixed Rate @5.3%
2 Year Fixed Rate @5.5%
2 Year Fixed Rate @5.3%
2 Year Fixed Rate @5.5%
1 Year Fixed Rate @3.65% (Jan 11)
1 Year Fixed Rate @4.15% (Jan 11)
2 Year Fixed Rate @4.25% (Feb 11)
2 Year Fixed Rate @4.89% (Feb 11)

Reference

005
006
007 LHM
008 LHM
E 001 B
E 002 B
013 B
014 B

2 Year Fixed Rate @5.19% (Feb 11)	015 B
2 Year Fixed Rate @4.35% (Feb 11)	020 B
2 Year Fixed Rate @4.99% (Apr 11)	040 RFMS
2 Year Fixed Rate @4.89% (May 11)	043 B
2 Year Fixed Rate @4.99% (May 11)	044 B
2 Year Fixed Rate @5.09% (May 11)	045 B
2 Year Fixed Rate @4.99% (May 11)	049 RRM
2 Year Fixed Rate @4.29% (Jul 11)	053
2 Year Fixed Rate @4.39% (Jul 11)	054
2 Year Fixed Rate @4.49% (Jul 11)	055
2 Year Fixed Rate @5.04% (Jul 11)	056
2 Year Fixed Rate @5.14% (Jul 11)	057
2 Year Fixed Rate @5.24% (Jul 11)	058
2 Year Fixed Rate @5.04% (Jul 11)	059
2 Year Fixed Rate @5.14% (Jul 11)	060
2 Year Fixed Rate @5.24% (Jul 11)	061
2 Year Fixed Rate @5.15% (Aug 11)	071 B
2 Year Fixed Rate @5.15% (Aug 11)	072 LHM
2 Year Fixed Rate @5.25% (Aug 11)	073 B
2 Year Fixed Rate @5.25% (Aug 11)	074 LHM
2 Year Fixed Rate @5.35% (Aug 11)	075 B
2 Year Fixed Rate @5.35% (Aug 11)	076 LHM

**SCHEDULE 3
UNREGISTERED LAND TRANSFER**

THIS DEED OF TRANSFER OF MORTGAGES is made the [____] day of [____]

BETWEEN:

(1) **PARAGON MORTGAGES (2010) LIMITED** whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (hereinafter called the "**Transferor**"); and

and

(2) **PARAGON MORTGAGES (NO.16) PLC** whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (hereinafter called the "**Transferee**") of the other part,

WHEREAS:

- (A) By the charges by way of legal mortgage (the "**Mortgages**"), brief particulars of which are set out in the Annexure hereto, the properties, brief particulars of which are similarly set out, became security for the repayment of the moneys therein mentioned.
- (B) The Transferor has agreed to sell and the Transferee has agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages and all other mortgages in favour of the Transferor over such properties which do not relate to registered land for the consideration hereinafter mentioned.

NOW THIS DEED WITNESSETH as follows:

In consideration of the payment by the Transferee to Transferor of the purchase price therefor pursuant to a Mortgage Sale Agreement dated [•] 2011 for their respective right, title and interest in and to the Mortgages, the Transferor hereby transfers unto the Transferee with full title guarantee all right, title, interest, benefit and obligation (both present and future) of the mortgagee in and under the Mortgages which do not relate to registered land, including for the avoidance of doubt:

- (i) all sums of principal interest or any other sum payable under, and the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under, the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon including sums which have accrued and have become due and payable and interest (including capitalised interest) or other sums due to be paid or accrued under or in respect of the Mortgages (**provided that** the principal moneys payable under any Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed); and
- (ii) the obligation to make further advances of principal and/or interest where the mortgagee is under an obligation to make further advances whether on a scheduled basis or on demand save that, in respect of Mortgages where the relevant borrower is an individual, this shall not mean that the Transferor is, as against the mortgagee, no

longer to be regarded as the creditor for the purposes of the Consumer Credit Act 1974; and

- (iii) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgagee in each Mortgage and the right to exercise all powers of the mortgagee in relation to each Mortgage; and
- (iv) all the estate and interest in the mortgaged properties vested in the mortgagee subject to redemption or cesser; and
- (v) all causes of action of the mortgagee against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance; and
- (vi) the benefit of any guarantee or surety vested in the Transferor relating to any of the relevant Mortgages, and any other collateral security relating to the Mortgages,

but excluding (i) the charges on the life assurance policies (if any) charged as collateral security therefor and (ii) the Transferor's right, title, interest and benefit in any other insurance contracts in relation to the charged properties.

IN WITNESS whereof the Transferor has caused this Transfer to be executed as its Deed on its behalf the day and year first before written.

Executed by: **Paragon Mortgages (2010) Limited**
as its deed as follows:

Signed for and on its behalf by one of its directors

Signature:

By:.....

Witness Name:

Name:

Occupation:

Title: Director

Address:

Executed by: **Paragon Mortgages (No.16) PLC**
as its deed as follows:

Signed for and on its behalf by one of its directors

Signature:

By:.....

Witness Name:

Name:

Occupation:

Title: Director

Address:

ANNEXURE

**SCHEDULE 4
POWER OF ATTORNEY**

PARAGON MORTGAGES (2010) LIMITED POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made by way of Deed on [•] 2011

BY:

- (1) **PARAGON MORTGAGES (2010) LIMITED** whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (the "**Donor**"),

IN FAVOUR OF:

- (2) **PARAGON MORTGAGES (NO.16) PLC** whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (the "**Issuer**", which term, where the context permits, shall include its successors and permitted assigns);
- (3) **CITICORP TRUSTEE COMPANY LIMITED** whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**", which term, where the context permits, shall include such company and all other persons or companies for the time being acting as the trustee or trustees under the Trust Deed (as defined in the Deed of Charge referred to below)); and
- (4) **MOORGATE ASSET ADMINISTRATION LIMITED** whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (in its capacity as the "**Administrator**").

WHEREAS:

- (A) The Issuer has agreed to purchase mortgages from time to time as provided in the Mortgage Sale Agreement.
- (B) The Donor is or may become (or is entitled to be or may become entitled to be) the legal owner of the said several mortgages (each such mortgage being hereinafter called a "**Charge**").
- (C) By a deed of sub-charge and assignment dated [•] 2011 and made between, among others, the Issuer, the Trustee, the Administrator and the Donor (the "**Deed of Charge**") the Issuer transferred or assigned in security or agreed to transfer or assign in security to the Trustee, among other things, its rights in each Charge subject to the proviso for re-transfer therein contained.
- (D) At the request of the Issuer, the Trustee and the Administrator, the Donor has agreed to enter into these presents for the purposes hereinafter appearing.

NOW THIS DEED WITNESSETH that the Donor **HEREBY APPOINTS** the Issuer, the Trustee and the Administrator severally to be its true and lawful attorney (with power to

sub-delegate) for it and in its name to do the following acts and things or any of them for so long only as the Donor remains the legal owner of the Charges:

- (i) to exercise the rights, powers and discretion under such Charge (including the right to fix the rate or rates of interest payable under such Charge and to calculate the Monthly Payments or Net Monthly Payments, as the case may be, (being of combined interest and principal) payable by the Borrower in the case of a Repayment Mortgage) and any collateral security therefor and any related rights;
- (ii) to exercise all the powers exercisable by the Donor by reason of its remaining for the time being the legal owner of such Charge and in particular, but without prejudice to the generality of the foregoing, to make further advances to the Borrower;
- (iii) to demand, sue for and receive all moneys due or payable under such Charge or any such collateral security or related rights;
- (iv) upon payment of such moneys or of any part thereof to give good receipts and discharges for the same and to execute such receipts releases re assignments retrocessions surrenders instruments and deeds as may be requisite or advisable;
- (v) from time to time to substitute and appoint severally one or more attorney or attorneys for all or any of the purposes aforesaid;
- (vi) to do and complete all such acts and things and to execute any deeds and documents as may be necessary to perfect the title of the Issuer to any Charge including the execution of transfers and assignments of the Charges and, where relevant, procuring the registration of the Issuer as registered proprietor of any Charge at the Land Registry of England and Wales;
- (vii) to deal with the funds standing to the credit of the Collection Accounts in accordance with the provisions of the Relevant Documents but subject to the terms of the Collection Account Declarations of Trust; and
- (viii) (in relation to the Trustee and the Administrator acting as Attorney under this sub clause (viii) only) to execute under hand or seal any instrument necessary or expedient to discharge, vacate or release any and every mortgage assigned or transferred to the Issuer by the Donor under a mortgage sale agreement dated the same date as this Power of Attorney between, among others, the Donor, the Warehouse, the Issuer and the Trustee (the "**Mortgage Sale Agreement**"),

in such form as the Trustee or the Administrator acting as Attorney in relation to this sub-clause (viii) shall consider appropriate,

AND the Donor hereby agrees at all times hereafter to ratify and confirm whatsoever any act matter or deed any attorney or substitute shall lawfully do or cause to be done under or concerning these presents,

AND the Donor hereby declares that these presents having been given for security purposes and to secure a continuing obligation the powers hereby created shall be irrevocable.

Terms defined in the Administration Agreement (as defined in the Deed of Charge) have the same meanings when used in this Deed.

AND this Deed is governed by, and shall be construed in accordance with, the laws of England.

IN WITNESS whereof the Donor has caused this Power of Attorney to be executed as a Deed on its behalf the day and year first before written.

Executed by: **Paragon Mortgages (2010) Limited**
as its deed as follows:

Signed for and on its behalf by one of its directors

Signature:

By:.....

Witness Name:

Name:

Occupation:

Title: Director

Address:

SCHEDULE 5 LENDING GUIDELINES

The guidelines provided by the Seller, to help introducers of mortgage loan business to the Seller to assess the suitability of a potential borrower and of the security offered, set a standard in respect of the Mortgages which, at the time that any Mortgage was originated was not substantially different from the following (which although expressed in the present tense, should be read as applying at the time of origination). On occasions flexibility to the lending guidelines may have been applied for applications that may be outside of the guidelines detailed below. Such occasions are exceptional and when they occur approval of the case must be made by a senior underwriter and only made where there are other mitigating circumstances which ensure the application remains of the highest quality:

1. **Personal Details**

- 1.1 The maximum number of applicants who may be party to the mortgage is four.
- 1.2 All applicants must be a minimum of 18 years of age at completion.
- 1.3 The identity of each applicant or guarantor (where applicable) must be established in compliance with the current Joint Money Laundering Steering Group Guidance Notes.
- 1.4 The applicant must be resident in the United Kingdom, the Isle of Man, the Channel Islands or Gibraltar.

2. **Corporate Mortgages**

- 2.1 The applicant must be an unlisted limited liability company incorporated and trading under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands or Gibraltar.
- 2.2 The Seller may request references and/or any other information deemed necessary in connection with an application (such as company accounts, corporate searches at Companies Registry, the computerised index of winding up petitions, the manual index of High Court petitions for administration orders at the Central Registry of Winding Up Petitions, etc.).
- 2.3 All amounts payable under the corporate mortgage loan must be guaranteed by an individual who is a director of the applicant corporate borrower.

3. **Mortgage Requirements**

- 3.1 Applications in respect of a single investment home property will usually be limited in accordance with the following table:

Loan Size	Maximum LTV
<i>Up to £500,000</i>	<i>75 per cent. excluding fees</i>
<i>Up to £1,000,000</i>	<i>70 per cent. excluding fees</i>
<i>Up to £2,000,000</i>	<i>65 per cent. excluding Fees</i>

3.2 Multiple applications for investment home properties will be considered up to a total of £5,000,000 per borrower(s).

3.3 The maximum term for a loan is 30 years, the minimum is 5 years.

3.4 Loans may be taken on either a capital repayment or an interest only basis, or a combination of the two.

4. **Property Details**

4.1 Loans must be secured on residential property which, following a valuation by the Seller's valuer or a valuer appointed to act on the Seller's behalf, or in the case of a further advance application, an assessed valuation by reference to an applicable house price index, is considered to be suitable security.

4.2 The following are unacceptable to the Seller:

- Properties located other than in the U.K.
- Freehold flats and maisonettes.
- Properties designated under the Housing Act 1985.
- Properties having agricultural restrictions.
- Construction loans

4.3 The following will be considered by the Seller on an individual basis:

- Properties used for part commercial purposes.
- Properties with adjoining land used for commercial purposes or having agricultural or other planning restrictions.
- Properties on which buildings insurance is not available on block policy terms.
- Flats directly attached to or directly above commercial premises.
- Properties with an element of flying freehold.
- Self build properties (post completion).
- Local Authority flats being purchased under the Right to Buy Scheme.

4.4 Properties under 10 years old must have the benefit of an NHBC certificate or any other approved guarantee from an acceptable body. Architects' certificates must also be provided for each stage of construction together with Local Authority approval in respect of properties under 10 years old that do not have the benefit of an NHBC certificate or other approved guarantee from an acceptable body. Similar requirements may be imposed for converted properties.

4.5 Properties may be let on an assured shorthold tenancy basis or in circumstances where the occupier (which may include a body corporate, a charitable institution or public sector body) has no statutory security of tenure. Where the occupier is a body corporate, the maximum length of lease will normally be for a period no longer than 3

years. Where the occupier is a charitable institution or public sector body, the maximum length of lease will normally be for a period no longer than 5 years.

4.6 Where the tenure of the property is leasehold, the minimum length of the lease at the end of the mortgage term must be 35 years.

4.7 All properties must be insured for a minimum of the reinstatement amount shown on the valuation report, under a comprehensive insurance policy.

5. **Credit History**

A credit search will be carried out in respect of all applicants which must provide sufficient information to evidence a satisfactory credit profile. Where the search contains insufficient information to achieve this, further evidence will be required. This may include, for example, proof of mortgage payments, or satisfactory bank statements.

6. **Income and Employment Details**

6.1 In the case of an investment home property, the Seller will seek to use the rental income generated from the property to be mortgaged within an affordability calculation. The normal minimum rental value will be 130 per cent, or in certain circumstances 125 per cent, of the associated mortgage payment when calculated on an interest only basis at either the product rate or reference rate. The reference rate is based upon long term loan rates and is reviewed by the Seller's credit committee on a quarterly basis. Its use removes anomalies in the affordability calculation which may be caused by, for example, specialist product rates, discounted rates, fixed rates etc.

6.2 Where rental income from an investment home property is deemed insufficient to fulfil 6.1 above, evidence of additional income will be required. This may include, for example, the latest or most recent P60, an employer's reference, audited accounts, bank statements or cash flow statements

**SCHEDULE 6
FORM OF SOLVENCY CERTIFICATE**

**[Paragon Mortgages (No.16) PLC /Paragon Mortgages (2010) Limited
/Paragon Fourth Funding Limited]**

(registered in England and Wales under no. [____])
Registered Office: St. Catherine's Court, Herbert Road, Solihull,
West Midlands, B91 3QE

[•] 2011

SOLVENCY CERTIFICATE

The Directors of [Paragon Mortgages (No.16) PLC/ Paragon Mortgages (2010) Limited / Paragon Fourth Funding Limited] (the "**Company**") are of the opinion that:

- (i) the Company is not unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 and will not become unable to do so in consequence of entering into the Documents as defined in the Board Resolutions of the Company dated [____] (the "**Transaction Documents**") or of completing the sale of Mortgages on the date hereof pursuant to the Mortgage Sale Agreement included in the Transaction Documents (the "Sale") and there is no reason for believing that this state of affairs will not continue thereafter;
- (ii) the value of the consideration to be [received/paid] by the Company for entering into the Transaction Documents and completing the Sale is not significantly less than the value in money or monies worth or of the consideration provided by the Company;
- (iii) the Company is entering into the Transaction Documents and completing the Sale in good faith and for the purpose of carrying on its business;
- (iv) that the arrangements contemplated by the Transaction Documents and the Sale benefit the Company;
- (v) the value of the assets of the Company are now and will remain immediately after the completion of the Transaction Documents and the Sale greater than its liabilities, taking into account its prospective and contingent liabilities, at such times for the purposes of Sections 123(2) of the said Act (and for all other purposes) and there is no reason for believing that this state of affairs will not continue thereafter;
- (vii) in entering into the Transaction Documents the Company is not influenced by a desire to give a preference to any person as contemplated by Section 239 of the Insolvency Act 1986; and
- (viii) to the best of their knowledge and belief, oral disclosure at the Central Registry of Winding up Petitions on the date hereof failed to disclose the presentation of a winding up petition, or the appointment of an administrator or any other material information.

Yours faithfully,

.....
Director

[Paragon Mortgages (No.16) PLC/ Paragon Mortgages (2011) Limited / Paragon Fourth
Funding Limited]

**SCHEDULE 7
FORM OF ADDITIONAL MORTGAGE REQUEST**

[Letterhead of Paragon Fourth Funding Limited]

To: Paragon Mortgages (2010) Limited
St. Catherine's Court
Herbert Road
Solihull
West Midlands B91 3QE

Paragon Mortgages (No.16) PLC
St. Catherine's Court
Herbert Road
Solihull
West Midlands B91 3QE

and

Citicorp Trustee Company Limited
Citigroup Centre,
Canada Square
Canary Wharf
London E14 5LB
(in its capacity as Trustee)

Dear Sirs

[Date]

Additional Mortgages

Pursuant to Clause 2.2 of the Mortgage Sale Agreement between, among others, us dated [•] 2011 (the "MSA") we hereby request that the Additional Mortgages, to be identified in a schedule to be produced on or before the date referred to below, be purchased by Paragon Mortgages (2010) Limited for a sum no greater than the then current balance standing to the credit of the Pre-Funding Reserve Ledger (which, for the avoidance of doubt, excludes the FRS 26 Adjustment which will be funded pursuant to the Subordinated Loan Agreement) on [•].

Pursuant to Clause 3.2 of the MSA, Paragon Mortgages (No.16) PLC will be required to purchase the specified Additional Mortgages from Paragon Mortgages (2010) Limited.

Yours faithfully

.....
Paragon Fourth Funding Limited

Annexure

This is the Annexure referred to in the foregoing Agreement between the Seller, the Warehouse, the Issuer and the Trustee.

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