

Paragon Mortgages (No.29) PLC

(Incorporated with limited liability in England and Wales with registered number: 15005950)

Issue of Mortgage Backed Floating Rate Notes

<u>Initial Principal Amount</u>	<u>Class</u>	<u>Issue price</u>	<u>Interest Rate/Reference Index</u>	<u>Margin</u>	<u>Step-Up Date</u>	<u>Expected rating</u>	
						<u>Moody's</u>	<u>Fitch</u>
£747,000,000	<i>Class A Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>1.20 per cent./ 1.80 per cent. from and including the Step-Up Date</i>	<i>15 December 2028</i>	<i>Aaa</i>	<i>AAAsf</i>
£33,750,000	<i>Class B Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>1.90 per cent./ 2.85 per cent. from and including the Step-Up Date</i>	<i>15 December 2028</i>	<i>Aa1</i>	<i>AAsf</i>
£29,250,000	<i>Class C Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>2.75 per cent./ 3.75 per cent. from and including the Step-Up Date</i>	<i>15 December 2028</i>	<i>Aa2</i>	<i>A-sf</i>
£45,000,000	<i>Class D Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>3.80 per cent./ 4.80 per cent. from and including the Step-Up Date</i>	<i>15 December 2028</i>	<i>A2</i>	<i>B+sf</i>
£45,000,000	<i>Class Z Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>4 per cent.</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
£13,875,000	<i>Class S Notes Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>4 per cent.</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
£85,000,000	<i>Class S VFN Due December 2055</i>	<i>100 per cent.</i>	<i>Compounded Daily SONIA</i>	<i>4 per cent.</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
N/A	<i>RC1a Residual Certificates</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
N/A	<i>RC1b Residual Certificates</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
N/A	<i>RC2a Residual Certificates</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>
N/A	<i>RC2b Residual Certificates</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>Unrated</i>	<i>Unrated</i>

Issue Date	The Issuer expects to issue the Notes in the classes set out above on 1 November 2023 (the " Closing Date ").
Underlying Assets	<p>The Issuer will make payments on the Notes from, <i>inter alia</i>, payments of principal and revenue received from a portfolio comprising buy-to-let mortgages originated by Paragon Mortgages (2010) Limited ("PML") and Paragon Bank PLC ("Paragon Bank") which will be purchased by the Issuer on the Closing Date, which are secured over residential properties located in England and Wales (the "Closing Date Mortgage Portfolio").</p> <p>In addition, on any Business Day during the period (the "Further Sale Period") from but excluding the Closing Date up to and excluding the earlier of (a) the Step-Up Date and (b) the occurrence of a Further Sale Period Termination Event (the "Further Sale Period End Date"), the Issuer may purchase Additional Mortgages originated by PML or Paragon Bank (together the "Sellers"), subject to the satisfaction of the Additional Mortgage Conditions.</p> <p>Please refer to the section entitled "<i>The Mortgage Portfolio</i>" for further information.</p>
Stand-alone/programme issuance	Stand-alone issuance.
Credit Enhancement	<p>Credit Enhancement Features</p> <ul style="list-style-type: none"> • Class A and Class B Liquidity Reserve Fund Excess Amount • General Reserve Fund Excess Amount • Excess Available Revenue • Subordination of more junior ranking Notes <p>See the section entitled "<i>Key Structural Features</i>" for more information.</p>
Liquidity Support.	<p>Liquidity Support Features</p> <ul style="list-style-type: none"> • Mortgage Margin Reserve Fund • Conversion Margin Reserve Fund • Class A and Class B Liquidity Reserve Fund applied to fund a Class A and Class B Liquidity Deficit • General Reserve Fund applied to fund a Revenue Deficit (subject to certain conditions in the case of the Class C Notes and the Class D Notes) • Principal Addition Amounts applied to fund a Senior and Junior Expense Deficit (subject to certain conditions in the case of the Class B Notes) <p>See the section entitled "<i>Key Structural Features</i>" for more information.</p>
Redemption Provisions	Information on any optional and mandatory redemption of the Notes is summarised on page 57 (<i>Transaction Overview – Summary of the Terms and Conditions of the Notes and Residual Certificates</i>) and set out in full in Condition 5 (<i>Redemption and Purchase</i>).
Benchmarks Regulation	Amounts payable on the Notes are calculated by reference to the Sterling Overnight Index Average (" SONIA "). At the date of this prospectus, the administrator of SONIA is not included in the European Securities and Markets

Authority (“**ESMA**”) register of administrators and benchmarks established and maintained by ESMA in accordance with Article 36 of Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the EU Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organisation of Securities Commissions. At the date of this prospectus, the administrator of SONIA is not included in the FCA’s register of administrators under Article 36 of Regulation (EU) 2016/1011 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020 and as further amended, varied, superseded or substituted from time to time (the “**EUWA**”)) (the “**UK Benchmarks Regulation**”). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the UK Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2017 by the International Organisation of Securities Commissions.

Credit Rating Agencies

Fitch Ratings Limited (“**Fitch**”) and Moody’s Investors Service Limited (“**Moody’s**”) (together the “**Rating Agencies**”). Each of the Rating Agencies is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009, as amended, of the European Parliament and of the Council of 16 September 2009 on credit rating agencies as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (the “**UK CRA Regulation**”). As such, both Fitch and Moody’s are included in the list of credit rating agencies published by the FCA on its website <http://www.fca.org.uk> in accordance with the UK CRA Regulation.

Neither Moody’s or Fitch is established in the EEA and neither has applied for registration under Regulation (EC) No. 1060/2009, as amended, of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the “**EU CRA Regulation**”). Moody’s Deutschland GmbH currently endorses credit ratings issued by Moody’s and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the EEA in accordance with the EU CRA Regulation. Moody’s Deutschland GmbH is established in Germany and Fitch Ratings Ireland Limited is established in Ireland and each has been registered under the EU CRA Regulation. Each of Fitch Ratings Ireland Limited and Moody’s Deutschland GmbH is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-andcertified-CRAs>) in accordance with EU CRA Regulation.

Arrangers

**Santander Corporate & Investment
Banking**

BofA Securities¹

The date of this Prospectus is 27 October 2023.

¹ BofA Securities means Merrill Lynch International

Credit Ratings

Ratings are expected to be assigned to the Class A Notes, Class B Notes, Class C Notes and Class D Notes (the "**Rated Notes**") as set out above on or before the Closing Date. The Class Z Notes, the Class S Notes, the Class S VFN and the Residual Certificates will not be rated.

The ratings assigned to the Rated Notes by Fitch and Moody's address, *inter alia* (a) the likelihood of full and timely payment to the holders of (i) the Class A Notes and the Class B Notes of all payments of interest on each Interest Payment Date and (ii) if no Class A Notes or Class B Notes remain outstanding, the Most Senior Class of Notes, of all payments of Normal Interest on each Interest Payment Date and (b) the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

In addition, the ratings assigned by Moody's address the expected loss to a holder of Rated Notes in proportion to the initial principal amount of the class of Rated Notes held by such Noteholder on the Final Maturity Date.

The assignment of ratings to the Rated Notes is not a recommendation to invest in the Rated Notes. Any credit rating assigned to the Rated Notes may be revised or withdrawn at any time.

Listing

This document constitutes a prospectus (the "**Prospectus**"), for the purpose of Regulation (EU) 2017/1129 of the European Parliament and of Council of 14 June 2017 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (the "**UK Prospectus Regulation**"). This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**") as the competent authority under the UK Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus or the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Applications will be made for the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class Z Notes and Class S Notes to be admitted to listing on the official list of the FCA (the "**Official List**") and to trading on the regulated market of the London Stock Exchange plc (the "**London Stock Exchange**") (the "**Regulated Market**"). The Regulated Market is a regulated market for the purposes of Regulation (EU) No. 600/2014 on markets in financial instruments as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("**UK MiFIR** "). The Residual Certificates and the Class S VFN will not be listed or admitted to trading. The Residual Certificates and the Class S VFN are not offered under this Prospectus and the FCA has neither reviewed or approved information concerning the Residual Certificates and the Class S VFN.

Eurosystem Eligibility

The Class A Notes are intended to be held in a manner which would allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (the "**ICSDs**"), as common safekeeper and does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. The Class B Notes, Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN are not intended to be held in a manner which would allow Eurosystem eligibility or be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.

Obligations

The Notes will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. The Notes will not be obligations of Paragon Banking Group PLC ("**PBG**"), its subsidiary undertakings (together with PBG, each a

"Paragon Banking Group Company" and collectively the "Paragon Banking Group Companies") or any other party named in the Prospectus, other than the Issuer.

Definitions Please refer to the section entitled "*Glossary*".

Retention Undertaking Paragon Bank as an originator will retain a material net economic interest of at least 5 per cent. in the securitisation as required by: (a) Article 6 of Regulation (EU) 2017/2402 as amended by The Securitisation (Amendment) (EU Exit) Regulations 2019 and as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (together with any implementing regulation, technical standards and official guidance related thereto), in each case as amended, varied or substituted from time to time (the "**UK Securitisation Regulation**") (the "**UK Retention Requirements**"); and (b) Article 6 of Regulation (EU) 2017/2402 (together with any implementing regulation, technical standards and official guidance related thereto), not taking into account any national measures, as if it were applicable to it, but solely as such provisions are interpreted and are in effect on the Closing Date, or, to the extent any amendments to such regulation, technical standards and official guidance come into effect after the Closing Date, as otherwise adopted by Paragon Bank in its sole discretion from time to time (the "**EU Securitisation Regulation**") (the "**EU Retention Requirements**").

Paragon Bank is a Seller and a related entity of PML. As at the Closing Date, such interest will consist of an interest of not less than 5% of the nominal value of each class of Notes in accordance with Article 6(3)(a) of the UK Securitisation Regulation and Article 6(3)(a) of the EU Securitisation Regulation. Any change to the manner in which such interest is held will be notified to investors. Please refer to the section entitled "*Certain Regulatory Disclosures*" for further information.

The Transaction described in this Prospectus is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the securitized assets for purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. See the section entitled "*U.S. Risk Retention*" for further details.

Residual Certificates In addition to the Notes, the Issuer will issue RC1a Residual Certificates, RC1b Residual Certificates, RC2a Residual Certificates and RC2b Residual Certificates (together, the "**Residual Certificates**") to the Sellers on the Closing Date.

The Residual Certificates constitute part of the consideration provided by the Issuer for the purchase of the Mortgage Portfolio, including the purchase of Additional Mortgages (representing the right to receive Residual Payments in respect of the Mortgage Portfolio).

The RC1a Residual Certificates and the RC2a Residual Certificates will be issued to PML and the RC1b Residual Certificates and the RC2b Residual Certificates will be issued to Paragon Bank.

The Residual Certificates are not intended to be admitted to listing on the Official List nor to trading on the Regulated Market.

Only the Notes are being offered hereby. The Residual Certificates are not being offered hereby.

See the section entitled "*Terms and Conditions of the Residual Certificates*" for further details.

Significant Investor On the Closing Date, Paragon Bank will purchase all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN. Subject to retaining a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the Risk Retention Deed of Covenant, as described in the section "*Certain Regulatory Disclosures*", Paragon Bank may retain

or at a later date sell some or all of those Notes in the secondary market at variable prices (which may, in turn, affect the liquidity and price of the Notes and/or Residual Certificates in the secondary market). Paragon Bank may sell those Notes in individually negotiated transactions at variable prices in the secondary market. In holding some or all of such classes of Notes, Paragon Bank may therefore be able to pass, or hold a sufficient minority to block, certain Noteholder resolutions.

Also, on the Closing Date, the Sellers will receive the Residual Certificates as partial consideration for the sale of the Mortgage Portfolio.

Therefore, significant concentrations of holdings of the Notes and the Residual Certificates are likely to occur.

Please see the risk factor entitled "*Paragon Banking Group as Noteholder*"

**Volcker
Rule**

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it should not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". Although other exclusions may be available to the Issuer, this view is based on the exemption from the definition of "investment company" provided in Section 3(c)(5) of the Investment Company Act of 1940, as amended.

THE "*RISK FACTORS*" SECTION CONTAINS DETAILS OF CERTAIN RISKS AND OTHER FACTORS THAT SHOULD BE GIVEN PARTICULAR CONSIDERATION BEFORE INVESTING IN THE NOTES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE ISSUES SUMMARISED WITHIN THAT SECTION.

IMPORTANT NOTICE

THE NOTES WILL BE OBLIGATIONS OF THE ISSUER ONLY. THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, THE ARRANGERS (AS SET OUT BELOW IN THE SECTION ENTITLED "*TRANSACTION OVERVIEW – TRANSACTION PARTIES*"), THE SELLERS, THE LEGAL TITLE HOLDERS, THE ADMINISTRATORS, THE SUBSTITUTE ADMINISTRATOR FACILITATOR, THE INTERTRUST CORPORATE SERVICES PROVIDER, THE PARAGON CORPORATE SERVICES PROVIDER, THE ISSUE SERVICES PROVIDER, THE INITIAL BASIS HEDGE PROVIDERS, THE ACCOUNT BANKS, THE TRUSTEE, THE PRINCIPAL PAYING AGENT, THE REGISTRAR OR THE CLASS S VFN REGISTRAR (EACH AS DEFINED HEREIN) OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY SUCH PERSONS OR PARTY TO THE RELEVANT DOCUMENTS (OTHER THAN THE ISSUER). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES SHALL BE ACCEPTED BY ANY OF THE ARRANGERS, THE SELLERS, THE LEGAL TITLE HOLDERS, THE ADMINISTRATORS, THE SUBSTITUTE ADMINISTRATOR FACILITATOR, THE INTERTRUST CORPORATE SERVICES PROVIDER, THE PARAGON CORPORATE SERVICES PROVIDER, THE ISSUE SERVICES PROVIDER, THE INITIAL BASIS HEDGE PROVIDERS, THE ACCOUNT BANKS, THE TRUSTEE, THE PRINCIPAL PAYING AGENT, THE REGISTRAR OR THE CLASS S VFN REGISTRAR, OR ANY PERSON OTHER THAN THE ISSUER.

YOU SHOULD REVIEW AND CONSIDER THE DISCUSSION UNDER "*RISK FACTORS*" BEGINNING ON PAGE 7 IN THIS PROSPECTUS BEFORE YOU PURCHASE ANY NOTES.

THE CLASS A NOTES ARE INTENDED TO BE HELD IN A MANNER WHICH WOULD ALLOW EUROSISTEM ELIGIBILITY. THIS MEANS THAT THE CLASS A NOTES ARE INTENDED UPON ISSUE TO BE DEPOSITED WITH ONE OF EUROCLEAR OR CLEARSTREAM, LUXEMBOURG AS COMMON SAFEKEEPER AND DOES NOT NECESSARILY MEAN THAT THE CLASS A NOTES WILL BE RECOGNISED AS ELIGIBLE COLLATERAL FOR EUROSISTEM MONETARY POLICY AND INTRA-DAY CREDIT OPERATIONS BY THE EUROSISTEM ("**EUROSISTEM ELIGIBLE COLLATERAL**") EITHER UPON ISSUE OR AT ANY OR ALL TIMES DURING THEIR LIFE. SUCH RECOGNITION WILL DEPEND UPON SATISFACTION OF THE EUROSISTEM ELIGIBILITY CRITERIA. IT IS EXPECTED THAT THE CLASS B NOTES, THE CLASS C NOTES, THE CLASS D NOTES, THE CLASS Z NOTES, THE CLASS S NOTES AND THE CLASS S VFN WILL NOT SATISFY THE EUROSISTEM ELIGIBILITY CRITERIA. THE ISSUER GIVES NO REPRESENTATION, WARRANTY, CONFIRMATION OR GUARANTEE TO ANY INVESTOR IN THE CLASS A NOTES THAT THE CLASS A NOTES WILL, EITHER UPON ISSUE OR AT ANY TIME PRIOR TO REDEMPTION IN FULL, SATISFY ALL OR ANY OF THE REQUIREMENTS FOR EUROSISTEM ELIGIBILITY AND BE RECOGNISED AS EUROSISTEM ELIGIBLE COLLATERAL. ANY POTENTIAL INVESTOR IN THE CLASS A NOTES SHOULD MAKE THEIR OWN CONCLUSIONS AND SEEK THEIR OWN ADVICE WITH RESPECT TO WHETHER OR NOT THE CLASS A NOTES CONSTITUTE EUROSISTEM ELIGIBLE COLLATERAL.

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes and the Class S Notes will be represented on issue by a global note certificate in registered form (a "**Global Note**"). The Class S VFN will be issued in dematerialised registered form and no certificate evidencing entitlement to the Class S VFN will be issued. The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes and the Class S Notes may be issued in definitive registered form in certain circumstances.

The Issuer will also maintain a register, to be kept on the Issuer's behalf by the Class S VFN Registrar, in which the Class S VFN will be registered in the name of the Class S VFN Holder. Transfers of all or any portion of the interest in the Class S VFN may be made only through the register maintained by the Issuer.

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF THE NOTES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. NO REPRESENTATION IS MADE BY ANY OF THE TRANSACTION PARTIES THAT THIS PROSPECTUS MAY BE LAWFULLY DISTRIBUTED, OR THAT THE NOTES MAY BE LAWFULLY OFFERED, IN COMPLIANCE WITH ANY

APPLICABLE REGISTRATION OR OTHER REQUIREMENTS IN ANY SUCH JURISDICTION, OR PURSUANT TO AN EXEMPTION AVAILABLE THEREUNDER, AND NONE OF THEM ASSUMES ANY RESPONSIBILITY FOR FACILITATING ANY SUCH DISTRIBUTION OR OFFERING. IN PARTICULAR, SAVE FOR OBTAINING THE APPROVAL OF THIS PROSPECTUS AS A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION BY THE FCA, NO ACTION HAS BEEN OR WILL BE TAKEN BY ANY OF THE TRANSACTION PARTIES WHICH WOULD PERMIT A PUBLIC OFFERING OF THE NOTES OR DISTRIBUTION OF THIS PROSPECTUS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE NOTES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS PROSPECTUS NOR ANY ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED, IN ANY JURISDICTION, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS PROSPECTUS COMES ARE REQUIRED BY THE ISSUER AND THE ARRANGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER RELEVANT JURISDICTION. THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE NOTES ARE NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN UNDER "*DESCRIPTION OF THE NOTES THE VARIABLE NOTE AND RESIDUAL CERTIFICATES IN GLOBAL FORM*".

THE NOTES OFFERED AND SOLD BY THE ISSUER OR THE SELLERS DURING THE INITIAL SYNDICATION OF THE NOTES MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" ("**RISK RETENTION U.S. PERSON**") AS DEFINED IN THE U.S. RISK RETENTION RULES IN SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS DIFFERENT FROM THE DEFINITION OF "U.S. PERSON" IN REGULATION S. PERSONS WHO ARE NOT "U.S. PERSONS" UNDER REGULATION S MAY BE U.S. PERSONS UNDER THE U.S. RISK RETENTION RULES. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES, BY ITS ACQUISITION OF THE NOTES OR BENEFICIAL INTERESTS THEREIN WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON, (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

THE NOTES WILL BE SUBJECT TO RESTRICTIONS ON TRANSFER AS DESCRIBED HEREIN. EACH INITIAL PURCHASER AND SUBSEQUENT TRANSFEREE OF THE NOTES WILL BE DEEMED, BY ITS ACQUISITION OR HOLDING OF SUCH NOTES, TO HAVE MADE THE REPRESENTATIONS SET FORTH IN THE PROSPECTUS (IN THE SECTION ENTITLED "*TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS*"), SUCH NOTES AND THE TRUST DEED THAT ARE REQUIRED OF SUCH INITIAL PURCHASERS AND TRANSFEREES. ANY RESALE OR OTHER TRANSFER, OR ATTEMPTED RESALE OR OTHER ATTEMPTED TRANSFER, OF NOTES WHICH IS NOT MADE IN COMPLIANCE WITH THE APPLICABLE TRANSFER RESTRICTIONS WILL BE VOID. THE NOTES WILL ALSO BEAR RESTRICTIVE LEGENDS.

NONE OF THE ISSUER OR THE ARRANGERS OR THE TRUSTEE MAKES ANY REPRESENTATION TO ANY PROSPECTIVE INVESTOR OR PURCHASER OF THE NOTES REGARDING THE LEGALITY OF INVESTMENT THEREIN BY SUCH PROSPECTIVE INVESTOR

OR PURCHASER UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS OR REGULATIONS.

NONE OF THE ARRANGERS OR THE TRUSTEE ARE RESPONSIBLE FOR ANY OBLIGATIONS OF PARAGON FINANCE PLC, THE LEGAL TITLE HOLDERS, THE SELLERS OR THE ISSUER FOR COMPLIANCE WITH THE REQUIREMENTS (INCLUDING ANY EXISTING OR ONGOING REPORTING REQUIREMENTS) OF ARTICLE 7 OF THE UK SECURITISATION REGULATION AND ARTICLE 7 OF THE EU SECURITISATION REGULATION OR ANY CORRESPONDING NATIONAL MEASURES WHICH MAY BE RELEVANT.

THE ISSUER ACCEPTS RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS PROSPECTUS AND TO THE BEST OF THE KNOWLEDGE OF THE ISSUER THE INFORMATION CONTAINED IN THIS PROSPECTUS IS IN ACCORDANCE WITH THE FACTS AND THE PROSPECTUS MAKES NO OMISSION LIKELY TO AFFECT ITS IMPORT. ANY INFORMATION SOURCED FROM THIRD PARTIES CONTAINED IN THIS PROSPECTUS HAS BEEN ACCURATELY REPRODUCED (AND IS CLEARLY SOURCED WHERE IT APPEARS IN THIS PROSPECTUS) AND, AS FAR AS THE ISSUER IS AWARE AND IS ABLE TO ASCERTAIN FROM INFORMATION PUBLISHED BY THAT THIRD PARTY, NO FACTS HAVE BEEN OMITTED WHICH WOULD RENDER THE REPRODUCED INFORMATION INACCURATE OR MISLEADING.

NATWEST MARKETS PLC ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION ENTITLED "*NATWEST MARKETS PLC OVERVIEW*" IN THE SECTION HEADED "*THE INITIAL BASIS HEDGE PROVIDERS*" AND TO THE BEST OF THE KNOWLEDGE OF NATWEST MARKETS PLC THE INFORMATION CONTAINED IN THE SECTION REFERRED TO IN THIS PARAGRAPH IS IN ACCORDANCE WITH THE FACTS AND THE PROSPECTUS MAKES NO OMISSION LIKELY TO AFFECT ITS IMPORT. NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY NATWEST MARKETS PLC AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS (OTHER THAN IN THE SECTION REFERRED TO ABOVE) OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR DISTRIBUTION.

BANCO SANTANDER, S.A. ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION ENTITLED "*BANCO SANTANDER, S.A. OVERVIEW*" IN THE SECTION HEADED "*THE INITIAL BASIS HEDGE PROVIDERS*" AND TO THE BEST OF THE KNOWLEDGE OF BANCO SANTANDER, S.A. THE INFORMATION CONTAINED IN THE SECTION REFERRED TO IN THIS PARAGRAPH IS IN ACCORDANCE WITH THE FACTS AND THE PROSPECTUS MAKES NO OMISSION LIKELY TO AFFECT ITS IMPORT. NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY BANCO SANTANDER, S.A. AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS (OTHER THAN IN THE SECTION REFERRED TO ABOVE) OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR DISTRIBUTION.

NO PERSON IS AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFERING OR SALE OF THE NOTES OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY ANY OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE OR ALLOTMENT MADE IN CONNECTION WITH THE OFFERING OF THE NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION OR CONSTITUTE A REPRESENTATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OR THE SELLERS OR IN THE OTHER INFORMATION CONTAINED HEREIN SINCE THE DATE HEREOF. THE INFORMATION CONTAINED IN THIS PROSPECTUS WAS OBTAINED FROM THE ISSUER AND THE OTHER SOURCES IDENTIFIED HEREIN, BUT NO ASSURANCE CAN BE GIVEN BY THE ARRANGERS OR THE TRUSTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. NONE OF THE ARRANGERS OR THE TRUSTEE HAS SEPARATELY VERIFIED THE INFORMATION CONTAINED HEREIN. ACCORDINGLY, NONE OF THE ARRANGERS OR THE TRUSTEE MAKES ANY REPRESENTATION, EXPRESS OR IMPLIED, OR

ACCEPTS ANY RESPONSIBILITY, WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION IN THIS PROSPECTUS OR ANY DOCUMENT OR AGREEMENT RELATING TO THE NOTES OR ANY RELEVANT DOCUMENT. NONE OF THE ARRANGERS OR THE TRUSTEE SHALL BE RESPONSIBLE FOR, ANY MATTER WHICH IS THE SUBJECT OF, ANY STATEMENT, REPRESENTATION, WARRANTY OR COVENANT OF THE ISSUER CONTAINED IN THE NOTES OR ANY RELEVANT DOCUMENTS, OR ANY OTHER AGREEMENT OR DOCUMENT RELATING TO THE NOTES OR ANY RELEVANT DOCUMENT, OR FOR THE EXECUTION, LEGALITY, EFFECTIVENESS, ADEQUACY, GENUINENESS, VALIDITY, ENFORCEABILITY OR ADMISSIBILITY IN EVIDENCE THEREOF. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE CONTENTS OF THIS PROSPECTUS SHOULD NOT BE CONSTRUED AS PROVIDING LEGAL, BUSINESS, ACCOUNTING OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN LEGAL, BUSINESS, ACCOUNTING AND TAX ADVISERS PRIOR TO MAKING A DECISION TO INVEST IN THE NOTES.

THE DELIVERY OF THIS PROSPECTUS AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AT ANY TIME SUBSEQUENT TO ITS DATE.

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OF, OR AN INVITATION BY OR ON BEHALF OF, THE ISSUER, THE SELLERS, THE ARRANGERS OR ANY OF THEM TO SUBSCRIBE FOR OR PURCHASE ANY OF THE NOTES IN ANY JURISDICTION WHERE SUCH ACTION WOULD BE UNLAWFUL AND NEITHER THIS PROSPECTUS, NOR ANY PART THEREOF, MAY BE USED FOR OR IN CONNECTION WITH ANY OFFER TO, OR SOLICITATION BY, ANY PERSON IN ANY JURISDICTION OR IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORISED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

THIS PROSPECTUS IS PERSONAL TO THE OFFEREE WHO RECEIVED IT FROM THE ARRANGERS AND DOES NOT CONSTITUTE AN OFFER TO ANY OTHER PERSON TO PURCHASE ANY NOTES.

THE NOTES ARE BEING OFFERED ONLY TO A LIMITED NUMBER OF INVESTORS THAT ARE WILLING AND ABLE TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE CHARACTERISTICS OF THE NOTES AND THE RISKS OF OWNERSHIP OF THE NOTES. IT IS EXPECTED THAT PROSPECTIVE INVESTORS INTERESTED IN PARTICIPATING IN THIS OFFERING WILL CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS POSED BY AN INVESTMENT IN THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES MUST BE ABLE TO HOLD THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS PROSPECTUS IS NOT INTENDED TO FURNISH LEGAL, REGULATORY, TAX, ACCOUNTING, INVESTMENT OR OTHER ADVICE TO ANY PROSPECTIVE PURCHASER OF THE NOTES.

THIS PROSPECTUS SHOULD NOT BE CONSIDERED AS A RECOMMENDATION BY THE ISSUER, THE ARRANGERS OR ANY OTHER PERSONS THAT ANY RECIPIENT SHOULD PURCHASE ANY OF THE NOTES.

THIS PROSPECTUS SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER AND ITS LEGAL, REGULATORY, TAX, ACCOUNTING, INVESTMENT AND OTHER ADVISERS. PROSPECTIVE PURCHASERS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR LEGAL ADVISERS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

In this Prospectus all references to "**Member State**" are references to a Member State of the European Union and references to "**Sterling**", "**GBP**" and "**£**" are references to the lawful currency of the United Kingdom.

Forward-looking Statements and Statistical Information

Some of the statements contained in this Prospectus consist of forward-looking statements relating to future economic performance or projections and other financial items. These statements can be identified by the use of forward-looking terminology, such as the words "believes", "expects", "may", "intends", "should" or "anticipates" or the negative or other variations of those terms. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results and performance of the Notes, PBG or any of the Paragon Banking Group Companies or the United Kingdom residential and buy-to-let mortgage industry to differ materially from any future results or performance expressed or implied in the forward-looking statements. These risks, uncertainties and other factors include, among others general economic and business conditions in the United Kingdom, currency exchange and interest rate fluctuations, government, statutory, regulatory or administrative initiatives affecting the Paragon Banking Group Companies or the business carried on by it, changes in business strategy, lending practices or customer relationships and other factors that may be referred to in this Prospectus. Some of the most significant of these risks, uncertainties and other factors are discussed in this Prospectus under the section entitled "*Risk Factors*", and you are encouraged to carefully consider those factors prior to making an investment decision in relation to the Notes.

This Prospectus also contains certain tables and other statistical analyses (the "Statistical Information") which have been prepared in reliance on information provided by the Issuer and/or the Sellers. Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which they are based reflect present market conditions or future market performance. The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic.

Disclosure of Interests

In addition to the interests described in this Prospectus, the Arrangers and the other relevant Transaction Parties and their respective related entities, associates, officers or employees (each a "**Relevant Entity**"):

- (a) may from time to time be a Noteholder or have other interests with respect to the Notes and they may also have interests relating to other arrangements with respect to a Noteholder or a Note;
- (b) may receive fees, brokerage and commissions or other benefits, and act as principal with respect to any dealing with respect to any Notes; and
- (c) may be involved in a broad range of transactions including, without limitation, banking, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research in various capacities in respect of the Notes, the Issuer or any related entity, both on its own account and for the account of other persons.

Prospective investors should be aware that:

- (i) each Relevant Entity in the course of its business (including in respect of interests described above) may act independently of any other Relevant Entity or any party to a Relevant Document;
- (ii) to the maximum extent permitted by applicable law, the duties of each Relevant Entity in respect of the Notes are limited to the relevant contractual obligations set out in the Relevant Documents and, in particular, no advisory or fiduciary duty is owed to any person;
- (iii) a Relevant Entity may have or come into possession of information not contained in this Prospectus that may be relevant to any decision by a potential investor to acquire the Notes and which may or may not be publicly available to potential investors ("**Relevant Information**");

- (iv) to the maximum extent permitted by applicable law, no Relevant Entity is under any obligation to disclose any Relevant Information to any other Relevant Entity, to any party to a Relevant Document or to any potential investor and this Prospectus and any subsequent conduct by a Relevant Entity should not be construed as implying that the Relevant Entity is not in possession of such Relevant Information; and
- (v) each Relevant Entity may have various potential and actual conflicts of interest arising in the ordinary course of its business, including in respect of the interests described above. For example, a Relevant Entity's dealings with respect to a Note, the Issuer or a party to a Relevant Document may affect the value of a Note. These interests may conflict with the interests of a Noteholder, and the Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Relevant Documents or the interests described above and may otherwise continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders, and the Relevant Entities may in so doing act without notice to, and without regard to, the interests of any such person.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Notes are legal investments for it, (b) Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (as amended or superseded, "**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

EU MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended or superseded, "**EU MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

EU PRIIPs Regulation

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPs Regulation

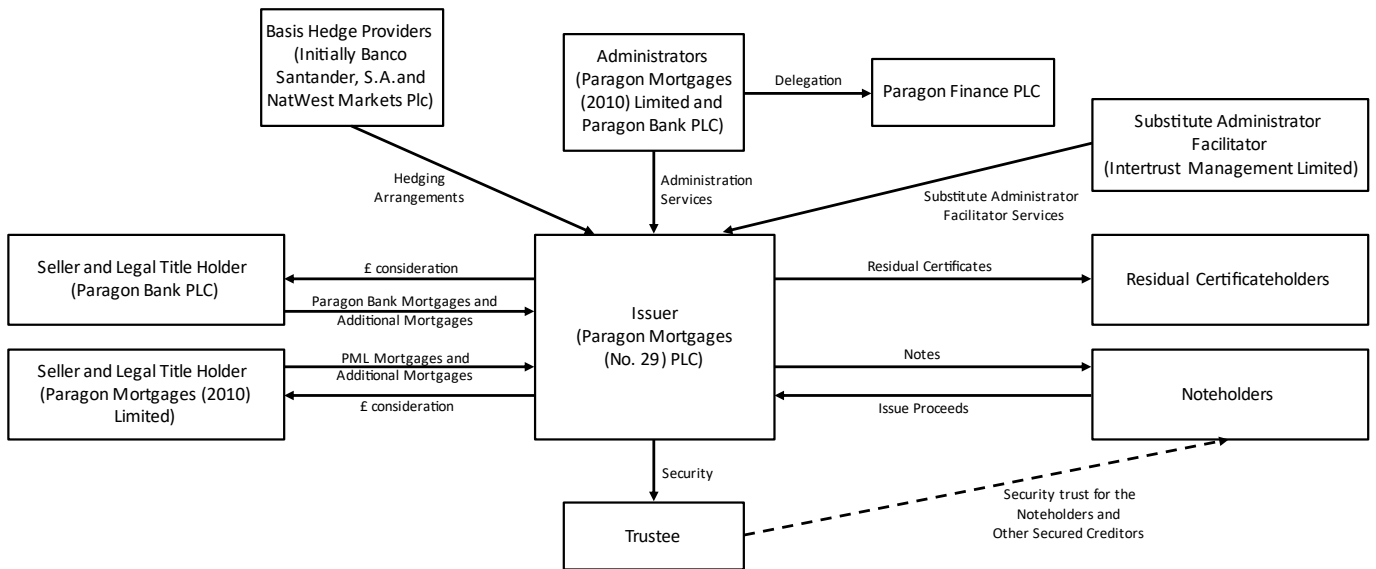
The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under FSMA to implement the EU Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of UK MiFIR or (iii) not a qualified investor as defined in the UK Prospectus Regulation. Consequently no key information document required by the EU PRIIPs Regulation as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (as amended or superseded the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

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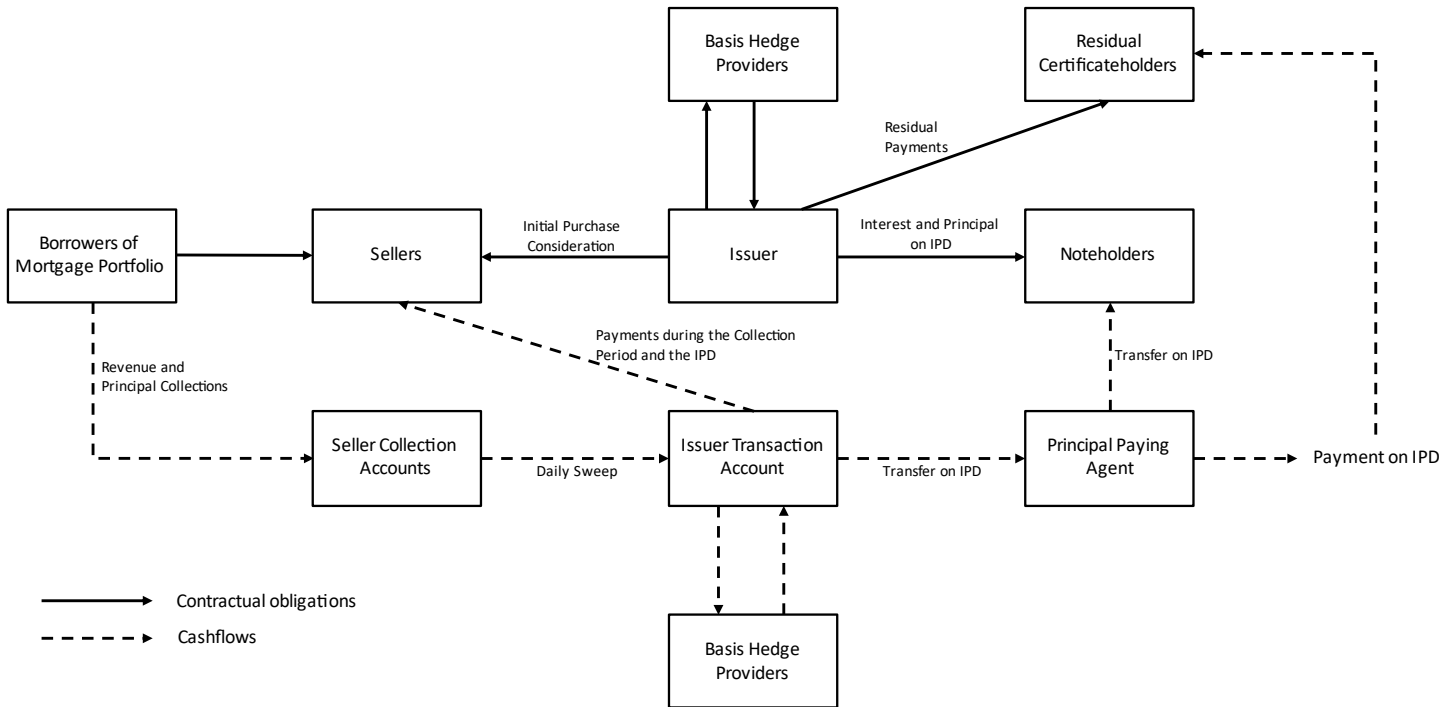
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DIAGRAMMATIC OVERVIEW OF THE TRANSACTION

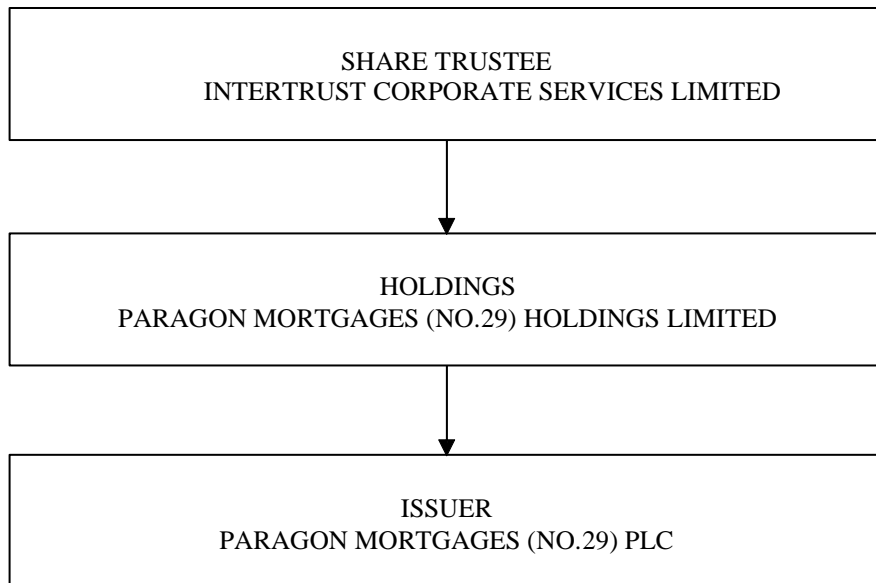


Note: Certain Mortgages to be sold by Paragon Bank include mortgages originated by PML, where legal title subsequently transferred to Paragon Bank.

DIAGRAMMATIC OVERVIEW OF CASHFLOWS



DIAGRAMMATIC OVERVIEW OF THE OWNERSHIP STRUCTURE



The above diagram illustrates the ownership structure of the special purpose companies that are parties to the Relevant Documents, as follows:

- The entire issued share capital of the Issuer is beneficially owned by Holdings.
- The entire issued share capital of Holdings is held on trust by the Share Trustee under the terms of a discretionary trust.

TRANSACTION OVERVIEW - TRANSACTION PARTIES

The information set out below is an overview of the transaction parties. This overview does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by references to, the detailed information presented elsewhere in this Prospectus.

Transaction Party	Name	Address	Document under which appointed/Further information
Issuer	Paragon Mortgages (No.29) PLC	51 Homer Road Solihull West Midlands B91 3QJ	See the section entitled " <i>The Issuer</i> " for further information
Sellers	Paragon Mortgages (2010) Limited	51 Homer Road Solihull West Midlands B91 3QJ	Mortgage Sale Agreement See the sections entitled " <i>The Mortgages</i> " and " <i>The Sellers and Legal Title Holders</i> " for further information
	Paragon Bank plc	51 Homer Road Solihull West Midlands B91 3QJ	
Legal Title Holders	Paragon Mortgages (2010) Limited	51 Homer Road Solihull West Midlands B91 3QJ	Mortgage Sale Agreement See the sections entitled " <i>The Mortgages</i> " and " <i>The Sellers and Legal Title Holders</i> " for further information
	Paragon Bank plc	51 Homer Road Solihull West Midlands B91 3QJ	
Administrators	Paragon Mortgages (2010) Limited	51 Homer Road Solihull West Midlands B91 3QJ	Administration Agreement See the sections entitled " <i>Mortgage Administration</i> ", and " <i>The Sellers and Legal Title Holders</i> " for further information
	Paragon Bank plc	51 Homer Road Solihull West Midlands B91 3QJ	
Substitute Administrator Facilitator	Intertrust Management Limited	1 Bartholomew Lane London United Kingdom EC2N 2AX	Substitute Administrator Facilitator Agreement See the section entitled " <i>Mortgage Administration</i> " for further information
Intertrust Corporate Services Provider	Intertrust Management Limited	1 Bartholomew Lane London United Kingdom	Intertrust Corporate Services Agreement

Transaction Party	Name	Address	Document under which appointed/Further information
		EC2N 2AX	See the section entitled " <i>The Issuer</i> " for further information
Paragon Corporate Services Provider	Paragon Mortgages (2010) Limited	51 Homer Road Solihull West Midlands B91 3QJ	Paragon Corporate Services Letter See the section entitled " <i>The Issuer</i> " for further information
Issue Services Provider	Paragon Finance PLC	51 Homer Road Solihull West Midlands B91 3QJ	Issue Services Fee Letter See the section entitled " <i>Key Structural Features</i> " for further information
Initial Basis Hedge Providers	Banco Santander, S.A.	Ciudad Grupo Santander, Avenida de Cantabria s/n, Edificio Encinar, 28660 Boadilla del Monte, Spain	Initial Basis Hedge Agreements See the sections entitled " <i>Key Structural Features</i> ", " <i>Hedging Arrangements – Interest rate basis hedging arrangements</i> " and " <i>The Initial Basis Hedge Providers</i> " for further information
	NatWest Markets Plc	36 St Andrew Square, Edinburgh EH2 2YB,	
Account Bank	HSBC Bank Plc	8 Canada Square, London, E14 5HQ	Account Bank Agreement
PML Collection Account Bank	Barclays Bank PLC	London Corporate Banking Centre, PO Box No 554, London, EC3P 3AH	N/A
PB Collection Account Bank	National Westminster Bank plc	4 High Street, Solihull West Midlands B91 3TF	N/A
Trustee	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Trust Deed and Deed of Charge See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information
Principal Paying Agent	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information
Registrar	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London	Agency Agreement

Transaction Party	Name	Address	Document under which appointed/Further information
		E14 5LB	See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information
Hedge Collateral Custodian	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Hedge Collateral Custody Agreement
Class S VFN Registrar	Paragon Mortgages (2010) Limited	51 Homer Road Solihull West Midlands B91 3QJ	Agency Agreement See the section entitled " <i>Terms and Conditions of the Notes</i> " for further information
Arrangers	Banco Santander, S.A.	2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom	N/A
	BofA Securities ²	2 King Edward Street London EC1A 1HQ	N/A
Holdings	Paragon Mortgages (No.29) Holdings Limited	51 Homer Road Solihull West Midlands B91 3QJ	See the sections entitled " <i>Diagrammatic Overview of the Ownership Structure</i> " and " <i>Holdings</i> " for further information
Share Trustee	Intertrust Corporate Services Limited	1 Bartholomew Lane London United Kingdom EC2N 2AX	See the section entitled " <i>Diagrammatic Overview of the Ownership Structure</i> " for further information

² BofA Securities means Merrill Lynch International

RISK FACTORS

The following factors may affect the Issuer's ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur.

The Issuer believes that the risks described below are the principal risks inherent in the investment in the Notes for Noteholders. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers immaterial may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Notes. Prospective Noteholders should read the detailed information set out in this Prospectus and reach their own views, together with their own professional advisers, prior to making any investment decision. Prospective Noteholders should read the sections of this Prospectus entitled "Transaction Overview" to "Triggers Table" (inclusive) before reading and considering the risks described below.

In each category of factors set out below, the Issuer believes that each factor included in each category of factors is material, with the most material in each category (based on the Issuer's assessment of the probability of its occurrence and the expected magnitude of its negative impact) being described first in each category. The Issuer does not represent that the risk factors below are exhaustive. The Issuer believes that the structural elements described elsewhere in this Prospectus go to mitigate a number of these risks for the Noteholders, nevertheless the Issuer cannot give any assurance that these will be sufficient to ensure timely payment of interest, principal or any other amounts on or in connection with the Notes to the Noteholders. Noting the points set out above by the Issuer with respect to its assessment of the level, order of materiality and potential of occurrence of the risks set out below, prospective investors should nevertheless also carefully read the information set out below and read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

1. Risks Related to the Notes

1.1 Funds available to the Issuer

The ability of the Issuer to meet its obligations to pay principal of and interest on the Notes and its operating and administrative expenses will be dependent on funds being received under the Mortgages, the Transaction Account deposit arrangements, the reserves deposited to the Transaction Account on the Closing Date from the Class S Note proceeds, any hedging arrangements whether entered into under any Basis Hedge Agreements or otherwise and any related guarantees, any Authorised Investments and the insurances in which the Issuer has an interest. If the resources described above cannot provide the Issuer with sufficient funds to enable it to make required payments on the Notes, the Noteholders may incur a loss of the interest and/or principal which would otherwise be due and payable on the Notes. Moreover, the proceeds of the enforcement of the Security for the Notes may be insufficient to pay all interest and principal due on the Notes.

1.2 Limited recourse

The only assets of the Issuer available to meet the claims of, amongst others, the Noteholders will be the assets comprising the Charged Property. Any claim (other than those for which a provision has been made in accordance with the applicable priority of payments) remaining unsatisfied after the realisation of the Charged Property and the application of the proceeds thereof in accordance with the applicable priority of payments shall cease to be due and payable and the Noteholders shall have no rights in respect of any such claims.

Accordingly, enforcement of the Security over the Charged Property is the only substantive remedy available for the purpose of recovering amounts owed in respect of the Notes and such enforcement may be subject to certain conditions pursuant to the Deed of Charge, including a requirement that the Trustee be indemnified and/or secured and/or prefunded to its satisfaction. The Issuer will have no recourse to the Sellers save as provided in the Mortgage Sale Agreement (see further the section entitled "*The Mortgages – Representations and Warranties*"). If the Security created pursuant to the terms of the Deed of Charge is enforced, the proceeds of enforcement may be insufficient to pay all principal and interest and/or other amounts due on the Notes.

1.3 ***Yield and prepayment considerations***

The yield to maturity of the Notes of each class will depend on, among other things, the amount and timing of payment of principal and interest (including prepayments, sale proceeds arising on enforcement of a Mortgage and any repurchases of Mortgages required to be made under the Mortgage Sale Agreement) on the Mortgages, the amount of Additional Mortgages (if any) purchased by the Issuer during the Further Sale Period and the price paid by the holders of the Notes of each class. Such yield may be adversely affected by, amongst other things, a higher or lower than anticipated rate of prepayments on the Mortgages. Furthermore (i) if there is a Retained Principal Release Amount available on any Interest Payment Date (either as a result of the Maximum Principal Retained Amount being exceeded or if PML as Administrator has determined in its sole discretion that any amount standing to the credit of the Retained Principal Ledger should be released from the Retained Principal Ledger to the Principal Ledger) this will be used to repay the Notes early in sequential order, (ii) if the Additional Mortgage Conditions are not met, or, as the case may be, there are no additional Mortgages available for the Sellers to sell to the Issuer, then the Issuer will not be able to purchase such Additional Mortgages, which may result in Available Principal instead being used to repay the Notes early in sequential order; (iii) (in the case where amounts remain standing to the credit of the MFA Pre-Funding Reserve Ledger) if the conditions for the purchase of Mandatory Further Advances by the Issuer are not met, then the Issuer will not be able to purchase such Mandatory Further Advances, which may result in Available Principal in the form of amounts standing to the credit of the MFA Pre-Funding Reserve Ledger instead being used to repay the Notes early in sequential order on the Step-Up Date or on such earlier Interest Payment Date which PML as Administrator may decide at its discretion (taking into account the level of redemptions in respect of the Mortgages in the Mortgage Portfolio); and (iv) (in the case where no amounts remain standing to the credit of the MFA Pre-Funding Reserve Ledger) if the conditions for the purchase of Mandatory Further Advances by the Issuer are not met, then the Issuer will not be able to purchase such Mandatory Further Advances, which may result in Available Principal instead being used to repay the Notes in sequential order on each Interest Payment Date at a higher than anticipated rate. See also "*Mortgage Administration – Further Advances*".

The rate of payment of the Mortgages cannot be predicted and is influenced by a wide variety of economic, social, and other factors, including prevailing mortgage market interest rates, the availability of alternative financing, inflation, cost of living, energy prices and local and regional economic conditions. Subject to the terms and conditions of the Mortgages (which may require in some cases notification to the relevant Seller and in other cases the consent of the relevant Seller), a Borrower may "overpay" or prepay principal at any time. No assurance can be given as to the level of prepayments that the Mortgage Portfolio will experience. See also the section entitled "*The Mortgages – Acquisition of Mortgages*".

1.4 ***Interest rate risk***

The Issuer is subject to:

- the risk of the contractual interest rates on the Mortgages (including Mortgages with a fixed rate of interest and rates of interest linked to the relevant Legal Title Holder's standard variable rate) being lower than that required by the Issuer in order to meet its commitments under the Notes and its other obligations, which risk is mitigated (but not obviated) by (a) a fixed-floating swap under each Basis Hedge Agreement in respect of Fixed Rate Mortgages and (b) the requirement that the interest rate in respect of the Mortgages (including any Additional Mortgages acquired by the Issuer from either Seller on any Further Sale Date), after taking into account any funds made available under the Mortgage Margin Reserve Fund and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date, must be set by the relevant Administrator at a rate so that the weighted average rate of interest on all Mortgages (including any Additional Mortgages acquired by the Issuer from either Seller on any Further Sale Date) is 2.5 per cent above Compounded Daily SONIA or the Alternative Base Rate (see further the section entitled "*Risk Factors – Risks Related to the Mortgages – Setting of rates of interest in respect of the Mortgages*" below and the sections entitled "*Mortgage Administration – Mortgage Interest Rate*" and "*Mortgage Administration – Mortgage Margin Reserve Fund and Conversion Margin Reserve Fund*");

- the risk that any cash held by or on behalf of the Issuer may earn a rate of return below the rate of interest payable on the Notes, which risk is mitigated by (for so long as the Mortgages are fully performing) the availability of excess Available Revenue, which is available to meet payments of interest due under the Notes and the other expenses of the Issuer and the Transaction Account which pays a rate of interest on funds standing to the credit thereof and from which the Issuer (or PML as Administrator on its behalf) may invest sums in Authorised Investments; and
- the notional balance on which the rates payable by the Issuer under the Basis Hedge Agreements are determined by reference to a series of individual hedging transactions which may not match the actual payments received under the Fixed Rate Mortgages. Under each hedging transaction entered into under each Basis Hedge Agreement, on each Interest Payment Date the Issuer will pay to the relevant Basis Hedge Provider at a fixed rate, and the relevant Basis Hedge Provider will pay to the Issuer at a floating rate, amounts which are calculated by reference to the notional balance for the relevant hedging transaction for the related calculation period thereunder.

1.5 *Counterparty Risks*

As a special purpose entity, the Issuer is subject to a number of risks with respect to the counterparties engaged by it in connection with the Transaction, including the Administrators and the Basis Hedge Providers.

Administration by the Administrators

The Administrators will be appointed by the Issuer to administer the Mortgages. Each Administrator will have the right to determine the interest rates to be charged under the Mortgages administered by them (other than in respect of Fixed Rate Mortgages for the period of time that they are subject to a fixed rate of interest). In order for the Issuer to acquire any Additional Mortgages on any Further Sale Date, the Administration Agreement will require the Administrators to determine the interest rates of the Mortgages in the Mortgage Portfolio (including any Additional Mortgages acquired by the Issuer from the Sellers on any Further Sale Date) so that the weighted average interest rate of such Mortgages is 2.5 per cent above Compounded Daily SONIA (or the Alternative Base Rate) after taking into account any payments due to be made or received under the hedging arrangements, Mortgage Margin Reserve Fund and Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date. The Issuer will be dependent upon the performance by each Administrator of its obligations under the Administration Agreement in order to receive amounts due from Borrowers under the Mortgages.

Any failure or delay in collection of payments on the relevant Mortgages and/or calculation of the payments to be made by the Issuer on an Interest Payment Date resulting from the Administrators failing to perform the administration services in accordance with the terms of the Administration Agreement may cause a disruption in the administration of the Mortgages and/or the payments required to be made by the Issuer on an Interest Payment Date that could ultimately adversely affect payments of interest and principal on the Notes. Such risk is mitigated by the provisions of the Substitute Administrator Facilitator Agreement pursuant to which the Substitute Administrator Facilitator will, upon the occurrence of certain events (see the section entitled "*Transaction Overview Triggers Tables — Non-Rating Triggers Table*" for further information), assist the Issuer in appointing a substitute administrator, **provided that** if the relevant event has occurred in relation to only one of the Administrators (and in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (a) to (c) (inclusive) of the definition thereof, only during the period in which PML and Paragon Bank are the providers of the services under the Administration Agreement), (x) the event shall (in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (c), (d) or (e) of the definition thereof) be deemed to be remedied, (y) (in the case of any Administrator Termination Event) for all purposes under the Relevant Documents no Administrator Termination Event shall have occurred and, for the avoidance of doubt, any termination of the Administrators that occurs with immediate effect on the occurrence of an Administrator Termination Event shall be deemed not to have occurred and (z) the event shall (in the case of any Administrator Termination Event) entitle the appointment of the defaulting Administrator only to be terminated, in the case of (x), (y) and (z) if the non-defaulting Administrator (in its absolute discretion), gives notice to the Trustee, the

Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event and the non-defaulting Administrator takes over all the rights and obligations under the Relevant Documents of the relevant Administrator in relation to which the relevant event occurred (**provided that** in the case of the relevant event being an Administrator Termination Event under limbs (a), (b), (d) or (e) of the definition thereof, the non-defaulting Administrator has remedied the relevant event prior to giving such notice and the non-defaulting Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability).

If the appointment of the Administrators is terminated and a substitute administrator is required to be appointed by the Issuer with the assistance of the Substitute Administrator Facilitator to perform the duties of the Administrators under the Administration Agreement (subject to and in accordance with the terms of a substitute administrator agreement substantially on the terms of the Administration Agreement), the collection of payments on the Mortgages and/or calculation of the payments to be made by the Issuer on an Interest Payment Date could be disrupted during the transitional period in which the performance of the administration services in respect of the Mortgages is transferred to such substitute administrator.

The failure of a substitute administrator, once appointed, to perform its obligations under such replacement administrator agreement and/or assume performance of the administration services following the occurrence of an Administrator Termination Event could result in the failure or delay in collection of payments on the relevant Mortgages and/or calculation of the payments to be made by the Issuer on the relevant Interest Payment Date that could ultimately adversely affect payments of interest and principal on the Notes. Such risks are mitigated by the provisions of the Substitute Administrator Facilitator Agreement pursuant to which the Substitute Administrator Facilitator will, upon the occurrence of certain events (see the section entitled "*Transaction Overview Triggers Tables — Non-Rating Triggers Table*" for further information), assist the Issuer in appointing a replacement substitute administrator. The Substitute Administrator Facilitator does not have any obligation itself to advance payments that Borrowers fail to make in a timely fashion.

The performance of the Administrators may also be affected by economic, social, political and other factors, such as changes in the national or international economic climate, regional economic conditions, changes in laws, political developments and government policies, natural disasters, illness (including illnesses from epidemics or pandemics) and widespread health crises or the fear of such crises (such as coronavirus (including the coronavirus disease 2019 ("**COVID-19**")), measles, SARS, Ebola, H1N1, Zika, avian influenza, swine flu, or other epidemic diseases), which may result in a material delay or default in the performance of certain services in relation to the Mortgages by the Administrators.

Basis Hedge Providers

(i) *Credit Risk:*

In the event of the insolvency of any Basis Hedge Provider, the Issuer will be treated as a general creditor of the relevant Basis Hedge Provider. Consequently, the Issuer will be subject to the credit risk of the relevant Basis Hedge Provider. To mitigate this risk, the Initial Basis Hedge Providers will provide collateral in accordance with the relevant Basis Hedge Agreements on the Closing Date. Furthermore, in the event that the relevant ratings of any Basis Hedge Provider fail to meet the relevant required ratings, the relevant Basis Hedge Provider will, in accordance with the terms of the relevant Basis Hedge Agreement, be required to elect to take certain remedial measures within the applicable time frame stipulated in the relevant Basis Hedge Agreement (at its own cost), which may include providing collateral for its obligations under the relevant Basis Hedge Agreement, arranging for its obligations under the relevant Basis Hedge Agreement to be transferred to an entity with the relevant required ratings, or procuring another entity with the required ratings to become co-obligor or guarantor, as applicable, in respect of its obligations under the relevant Basis Hedge Agreement or taking such other action as would result in the Rating Agencies maintaining the then current rating of the Rated Notes. However, no assurance can be given that, at the time that such actions are required, the relevant Basis Hedge Provider will be able to provide collateral or that another entity with the required

ratings will be available to become a replacement hedge provider, co-obligor or guarantor or that the relevant Basis Hedge Provider will be able to take the requisite other action.

Accordingly, if any of the Notes remain outstanding in circumstances where a Basis Hedge Provider is insolvent and fails to make any payment to the Issuer required under the relevant Basis Hedge Agreement, the Issuer will be subject to the potential variation between the fixed rates of interest payable in respect of the Fixed Rate Mortgages in the Mortgage Portfolio and SONIA based interest payable in respect of the Notes. Unless one or more comparable replacement swaps are entered into, the Issuer may have insufficient funds to make payments due on the Notes after that date.

(ii) *Hedge termination payments:*

If a Basis Hedge Agreement terminates, the Issuer may be obliged to pay a termination payment to the relevant Basis Hedge Provider. The amount of any such termination payment will be based on the market value of each swap transaction under the relevant Basis Hedge Agreement, computed in accordance with the relevant Basis Hedge Agreement, generally on the basis of market quotations of the cost of entering into a replacement swap transaction with the same terms and conditions that would have the effect of preserving the respective full payment obligations of the parties, in accordance with the procedures set out in the relevant Basis Hedge Agreement. There can be no assurance that the Issuer will have sufficient funds available to make any termination payment under a Basis Hedge Agreement or that the Issuer, following termination of the relevant Basis Hedge Agreement, will have sufficient funds to make subsequent payments to the Noteholders in respect of the relevant class of Notes.

Except where the termination of the relevant Basis Hedge Agreement is attributable to an Event of Default or certain Additional Termination Events in respect of the relevant Basis Hedge Provider, any termination payment in respect of the relevant Basis Hedge Agreement due from the Issuer will rank in priority to payments of interest due on the Notes under the Revenue Priority of Payments (and for these purposes Event of Default, and such Additional Termination Events have the meanings indicated in the relevant Basis Hedge Agreement). Therefore, if the Issuer is obliged to make a termination payment to a Basis Hedge Provider or to pay any other additional amount as a result of the termination of a Basis Hedge Agreement, as applicable, this may reduce or otherwise adversely affect the amount of funds which the Issuer has available to make payments on the Notes of any class. Investors should note that under the Administration Agreement, PML as Administrator may be required to terminate Basis Hedge Agreements on behalf of the Issuer in certain circumstances (see "*Hedging Arrangements – Interest rate basis hedging arrangements*").

If a Basis Hedge Agreement is terminated, there can be no assurance that the Issuer will be able to enter into a replacement swap transaction, and if one is entered into, there can be no assurance that the credit rating of the replacement Basis Hedge Provider will be sufficiently high as to prevent a downgrading of the then current ratings of one or more classes of the Rated Notes by the Rating Agencies.

Other third party risks

The Issuer is party to contracts with other third parties that have agreed to perform certain services for the Issuer under the Transaction. In particular, but without limitation, the Intertrust Corporate Services Provider has agreed to provide certain corporate services to the Issuer, and the Principal Paying Agent has agreed to provide payment and calculation services to the Issuer in connection with the Notes.

If any relevant third party were to fail to perform its obligations under the respective agreements to which it is a party (including any failure arising from circumstances beyond their control, such as epidemics), payments on the Notes may be adversely affected.

Change of counterparties

The parties to the Relevant Documents who receive and hold money or provide support to the Transaction pursuant to the terms of such documents (such as the Basis Hedge Providers) are required to satisfy certain criteria in order that they can continue to be a counterparty to the Issuer.

These criteria include requirements imposed by the FCA under the FSMA and requirements in relation to the short-term and long-term unguaranteed and unsecured ratings ascribed to such party by Fitch and Moody's. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive money on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. No assurance can be given that a replacement entity satisfying the applicable criteria would be appointed in such circumstances. Further, in these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the Relevant Document and the cost to the Issuer may therefore increase. This may reduce amounts available to the Issuer to make payments of interest on the Notes.

In addition, should the applicable criteria cease to be satisfied, then the parties to the applicable Relevant Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders may not be required in relation to such amendments and/or waivers (see section entitled "*Terms and Conditions of the Notes – 13. Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*" below).

The applicable rating criteria may also change over time, which could have an impact on the ratings of the Notes.

1.6 ***Ratings of the Rated Notes***

A rating is not a recommendation to buy, sell or hold securities and there is no assurance that any particular ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any one or more of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. At any time, a Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Rated Notes may be lowered. A qualification, downgrade or withdrawal of any of the ratings mentioned above may adversely impact the market value of the Rated Notes.

Agencies other than the Rating Agencies could seek to rate the Rated Notes and if such "unsolicited ratings" are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the market value of the Rated Notes. For the avoidance of doubt and unless the context otherwise requires, any reference to "**ratings**" or "**rating**" in this Prospectus is to the ratings assigned by the specified Rating Agencies only.

Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by Fitch and Moody's, each of which is a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation. Moody's Deutschland GmbH currently endorses credit ratings issued by Moody's and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the EEA in accordance with the EU CRA Regulation. Moody's Deutschland GmbH is established in Germany and Fitch Ratings Ireland Limited is established in Ireland and each has been registered under the EU CRA Regulation.

1.7 ***The market continues to develop in relation to SONIA as a reference rate in the capital markets***

Investors should be aware that the market continues to develop in relation to the Sterling Overnight Index Average ("**SONIA**") as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The market or a significant part thereof may adopt an application of SONIA that

differs significantly from that set out in the Conditions and used in relation to Notes that reference a SONIA rate issued under this Prospectus. The nascent development of SONIA as an interest reference rate for sterling denominated notes, as well as continued development of SONIA-based rates in the market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of Notes which reference a SONIA rate from time to time. Interest on Notes which reference a SONIA rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference a SONIA rate to reliably estimate the amount of interest which will be payable on such Notes and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes.

An amendment may be made under Condition 15 (*Base Rate Modification*) to change the SONIA rate on the Notes to an alternative base rate (including a base rate that remains linked to SONIA but calculated in a different manner) under certain circumstances and subject to certain conditions including no objection to the proposal being received by at least 10 per cent. of Noteholders of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding (in this regard please also refer to the risk factor below entitled "*Rights of Noteholders*"). However, there can be no assurance that any such amendment will be made or, if made, that it will (i) fully or effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Notes or (ii) be made prior to any date on which any of the risks described in this risk factor may become relevant.

Investors should note the various circumstances under which a Base Rate Modification may be made which are specified in sub-paragraphs (1) to (9) of Condition 15(a)(iv) (*Base Rate Modification*). These events broadly relate to SONIA's disruption or discontinuation, but also include, *inter alia*, any public statements by the SONIA administrator or its supervisor to that effect, and a Base Rate Modification may also be made if PML as Administrator reasonably expects any of these events to occur within six months of the proposed effective date of such Base Rate Modification. Investors should also note the various options permitted as an Alternative Base Rate as set out in sub-paragraphs (1) to (5) of Condition 15(a)(v) (*Base Rate Modification*), which include, *inter alia*, an alternative manner of calculating a SONIA-based base rate, or a base rate utilised in a publicly-listed new issue of Sterling-denominated asset backed floating rate notes where the originator of the relevant assets is one of the Sellers or an affiliate of the Sellers or such other base rate as the PML as Administrator reasonably determines.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Mortgages, the Notes and/or the Basis Hedge Agreements due to applicable fall-back provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Notes. Further, changes to SONIA may adversely affect the operation of the Basis Hedge Agreements. Also, the manner of adoption or application of SONIA reference rates in the sterling denominated residential-mortgage-backed-securitisation markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SONIA.

1.8 ***Absence of secondary market; lack of liquidity in the secondary market may adversely affect the market value of the Notes***

No assurance is provided that there is an active and liquid secondary market for the Notes, and no assurance is provided that a secondary market for the Notes will develop or, if it does develop, that it will provide Noteholders with liquidity of investment for the life of the Notes. Any investor in the Notes must be prepared to hold their Notes for an indefinite period of time or until their Final Maturity Date or alternatively such investor may only be able to sell the Notes at a discount to the original purchase price of those Notes.

The secondary market for mortgage-backed securities has experienced disruptions resulting from reduced investor demand for such securities. This has had a material adverse impact on the market

value of mortgage-backed securities and resulted in the secondary market for mortgage-backed securities similar to the Notes experiencing limited liquidity. In the future, limited liquidity in the secondary market may have an adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors.

Whilst central bank schemes (such as the Bank of England's Discount Window Facility, the Indexed Long Term Repo Facility and other schemes under its Sterling Monetary Framework as well as the Eurosystem monetary policy framework of the European Central Bank provide an important source of liquidity in respect of eligible securities, the relevant eligibility criteria for eligible collateral which apply and will apply in the future under such facilities have become and are expected to continue to become more restrictive, which is likely to adversely impact secondary market liquidity for mortgage-backed securities in general, regardless of whether the Notes are eligible securities for the purpose of such facilities. No assurance is given that any class of Notes will be eligible for any specific central bank liquidity schemes. The Notes may, either upon issue or at any time prior to redemption in full, not satisfy all or any of the requirements for such central bank schemes.

1.9 ***Bank of England funding scheme eligibility***

Certain investors in the Notes may wish to consider the use of the Notes as eligible securities for the purposes of schemes such as the Bank of England's Discount Window Facility under the Sterling Monetary Framework. Recognition of the Notes as eligible securities for the purposes of these schemes will depend upon satisfaction of the eligibility criteria as specified by the Bank of England and at the discretion of the Bank of England. If the Notes do not satisfy such criteria, there is a risk that the Notes will not be eligible collateral under such schemes which may negatively affect certain investors in the Notes. The Notes may, either upon issue, or at any time during their life, not satisfy all or any requirements for eligibility and be recognised as eligible collateral for such schemes. Any potential investor in the Notes should make its own determinations and seek its own advice with respect to whether or not the Notes constitute eligible collateral for such schemes, and no assurance can be given that any of the relevant parties have taken any steps to register such collateral.

1.10 ***Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes, the Class S VFN and the Residual Certificates***

The payments of interest and principal on the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN are subordinated as follows (as set out in "*Key Structural Features*"):

- (i) the Class S VFN is subordinated at all times in right of payment of interest and principal to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes (together, the "**Rated Notes**"), the Class Z Notes and the Class S Notes (save that principal may be repaid in respect of the Class S VFN at any time (a) pursuant to item (xxiv) of the Revenue Priority of Payments and/or (b) from Class S VFN Excess Amounts which shall be applied outside of the Payment Priorities) and, on and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class S VFN (and any repayment of principal in respect of the Class S VFN pursuant to item (xxiv) of the Revenue Priority of Payments);
- (ii) the Class S Notes are subordinated at all times in right of payment of interest and principal to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes (save that principal may be repaid in respect of the Class S Notes at any time pursuant to item (xxii) of the Revenue Priority of Payments, subject to such principal payment not reducing the Principal Liability Outstanding of the Class S Notes below the aggregate of the General Reserve Fund Required Amount and the Class A and Class B Liquidity Reserve Fund Required Amount on the relevant Interest Payment Date) and, on and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class S Notes and any

repayment of principal in respect of the Class S Notes pursuant to item (xxii) of the Revenue Priority of Payments;

- (iii) the Class Z Notes are subordinated at all times in right of payment of interest and principal to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes and on and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class Z Notes;
- (iv) the Class D Notes are subordinated in right of payment of interest and principal to the Class A Notes, the Class B Notes and the Class C Notes;
- (v) the Class C Notes are subordinated in right of payment of interest and principal to the Class A Notes and the Class B Notes; and
- (vi) the Class B Notes are subordinated in right of payment of interest and principal to the Class A Notes.

Further, investors in (a) the Class B Notes should be aware that in certain circumstances Available Revenue will be applied to credit the Principal Deficiency Ledger prior to the payment of interest on the Class B Notes, (b) the Class C Notes and the Class D Notes should be aware that in certain circumstances Available Revenue will be applied to credit the Principal Deficiency Ledger and top up the Class A and Class B Liquidity Reserve Fund prior to the payment of interest on the Class C Notes and the Class D Notes and (c) the Class Z Notes, the Class S Notes and the Class S VFN should be aware that Available Revenue will be applied to credit the Principal Deficiency Ledger, top up the Class A and Class B Liquidity Reserve Fund, top up the General Reserve Fund, top up the Mortgage MRF Discretionary Fund and the Conversion MRF Discretionary Fund and pay the Hedge Provider Subordinated Amounts and Withholding Compensation Amounts and certain other fees, expenses and provisions of the Issuer, prior to the payment of interest on the Class Z Notes, the Class S Notes and the Class S VFN (see further the sections entitled "*Key Structural Features*" and "*Cashflows and Cash Management*").

The RC1 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1 Payments at all times and the RC2 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2 Payments at all times, and are subordinate to all payments due in respect of the Notes, as provided in the terms and conditions of the Residual Certificates and the Relevant Documents.

There is no assurance that these subordination provisions will protect the holders of the Rated Notes from all risk of loss.

1.11 ***Rights of Noteholders***

Relationship between classes and sub-classes of Noteholders and Residual Certificateholders

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of the Noteholders and the Residual Certificateholders equally as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case to have regard only to the interests of the holders of the Most Senior Class of Notes and if there are no Notes outstanding, the Most Senior Class of Residual Certificates if, in the Trustee's opinion, there is a conflict between the interests of holders of different classes of Notes and/or Residual Certificates.

Meetings of Noteholders

The Conditions and the Residual Certificates Conditions contain provisions for calling meetings of Noteholders and/or the Residual Certificateholders to consider matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders and Residual Certificateholders including Noteholders and/or Residual Certificateholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders and/or Residual Certificateholders who voted in a manner contrary to the majority.

Trustee action without sanction of Noteholders

The Trust Deed provides that, without the consent of the Noteholders and/or Residual Certificateholders, the Trustee may:

- (a) concur with the Issuer in making any modification to the Conditions, the Residual Certificates Conditions or the Relevant Documents (i) which, in the opinion of the Trustee, is of a formal, minor or technical nature, or is to correct a manifest error or (ii) (other than a Basic Terms Modification) which, in the opinion of the Trustee, will not be materially prejudicial to the interests of the Noteholders and/or Residual Certificateholders;
- (b) authorise or waive, on such terms and conditions (if any) as it may decide, any proposed breach or breach of any Relevant Document, if in the Trustee's opinion, the interests of the Noteholders and Residual Certificateholders will not be materially prejudiced thereby; and
- (c) determine that any Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or the issue of a certificate would constitute an Event of Default shall not be treated as such,

provided always that the Trustee shall not exercise any powers under paragraphs (b) or (c) above in contravention of any express direction given by a resolution passed at a meeting of the Relevant Noteholders and/or Relevant Residual Certificateholders duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than 75 per cent. of the persons voting thereat upon a show of hands or if a poll be duly demanded then by a majority consisting of not less than 75 per cent. of the votes given on such poll (an "**Extraordinary Resolution**") or by a request under Condition 9 (*Events of Default*) or Residual Certificates Condition 8 (*Events of Default*) (being, in the case of a direction or request of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders or the RC2 Residual Certificateholders, a request or direction which is binding on the Trustee in accordance with the terms of the Trust Deed) (but no such direction or request shall affect any authorisation, waiver or determination previously given or made).

Modification and waiver without sanction of Noteholders

The Trustee shall be obliged, without any consent or sanction of the Noteholders or Residual Certificateholders, or (subject to the receipt of consent from any of the Secured Creditors party to the Relevant Document being modified) any of the other Secured Creditors, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to the Conditions and/or the Residual Certificates Conditions and/or any other Relevant Document that the Issuer considers necessary for the purpose of (i) meeting the Rating Agencies' criteria, (ii) enabling the Issuer and/or the Basis Hedge Providers to comply with (x) any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) No 648/2012 of the European Parliament and Council on "over-the-counter" ("**OTC**") derivatives, central counterparties and trade repositories dated 4 July 2012, as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (as amended or superseded, "**UK EMIR**"), (y) Articles 9, 10 and 11 of Regulation (EU) No 648/2012 of the European Parliament and Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012, as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 (as amended or superseded, "**EU EMIR**") or (z) any other obligation which applies to it under UK EMIR or EU EMIR, (iii) complying with certain risk retention legislation, regulations or official guidance in relation thereto, (iv) enabling the Notes (other than the Class S VFN) to be (or to remain) listed on the London Stock Exchange or an alternative regulated market chosen by the Issuer, (v) enabling the Issuer or any other Transaction Party to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any voluntary agreement entered into with a taxing authority in relation thereto) ("**FATCA**"), (vi)

complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow the Bank of England's sterling monetary framework, that is, in a manner which would allow such Notes to be recognised as eligible collateral for the Bank of England's monetary policy and intra-day credit operations by the Bank of England either upon issue or at any or all times during the life of the Notes, provided that the Issuer certifies in writing to the Trustee that such modification is required solely for such purpose and has been drafted solely to such effect, (vii) complying with any changes in the requirements of the UK Securitisation Regulation and the EU Securitisation Regulation after the Closing Date, (viii) enabling the Issuer (or PML as Administrator on its behalf) to transfer (x) the Transaction Account from the Account Bank to Citibank, N.A., London Branch or Barclays Bank PLC (y) the PML Collection Account from the PML Collection Account Bank to HSBC Bank plc; or (z) the PB Collection Account from National Westminster Bank PLC to Barclays Bank PLC or HSBC Bank plc and (ix) for so long as Paragon Bank or its affiliates are the beneficial owner of all of the Notes and the Residual Certificates, for the purposes of agreeing to any amendments to the definition of Additional Mortgage Conditions from time to time proposed by Paragon Bank in its sole discretion **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions for such transfer stipulated in the Administration Agreement have been satisfied, (each of (i) to (ix) above, a "**Proposed Amendment**"), without the consent of Noteholders or Residual Certificateholders.

In the case of a Proposed Amendment, the Issuer (or PML as Administrator on its behalf) or (in the case of some types of Proposed Amendments) the relevant Transaction Party shall make certain certifications to the Trustee in writing, including that such modification is required solely for such purpose. At least 30 calendar days' prior written notice of any Proposed Amendment must be given to the Trustee. Confirmation must be obtained from the Rating Agencies that the Proposed Amendments (other than (i) (in some instances), (ii) and (viii)) would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency, or such Rating Agency placing any Notes on rating watch negative (or equivalent), in accordance with Condition 14 (*Additional Right of Modification*). The consent of each Secured Creditor (other than any Noteholder or Residual Certificateholder) which is party to any Relevant Document to be modified pursuant to a Proposed Amendment must be obtained in order for such Proposed Amendment to become effective.

In relation to any such Proposed Amendment (other than (ii), (viii) or (ix) as specified above), the Issuer is required to give at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 12 (*Notices*) and Residual Certificates Condition 11 (*Notices*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and Residual Certificates. However, Noteholders and Residual Certificateholders should be aware that, in relation to each such Proposed Amendment, if Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer that such Noteholders or such Residual Certificateholders (as applicable) do not consent to the modification, the modification will be passed without Noteholder or Residual Certificateholder consent (as applicable). If such minimum amount of Noteholders or Residual Certificateholders, as applicable, have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes and Residual Certificates may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes or Residual Certificates (as applicable) then outstanding is passed in favour of such modification.

The full requirements in relation to the modifications discussed above are set out in Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*), Condition 14 (*Additional Right of Modification*), Residual Certificates Condition 12 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*), Residual Certificates Condition 13 (*Additional Right of Modification*).

There can be no assurance that the effect of such modifications to the Relevant Documents will not adversely affect the interests of the holders of one or more or all classes of Notes and Residual Certificates.

Modification and waiver in respect of Alternate Base Rate

The Trustee shall also be obliged, without any consent or sanction of the Noteholders or Residual Certificateholders, or (subject to the receipt of consent from any of the Secured Creditors party to the Relevant Document being modified) any of the other Secured Creditors, to concur with the Issuer in making any modification to the Conditions and/or Residual Certificates Conditions and/or any other Relevant Document that the Issuer considers necessary for the purpose of changing the SONIA base rate in respect of the Notes to an alternative base rate (an "**Alternate Base Rate**") and making such other amendments to these Conditions or Residual Certificates Conditions or any other Relevant Document as are necessary or advisable in the reasonable judgment of the Issuer to facilitate the changes envisaged (including changing the base rate referred to in any interest rate hedging agreement, for the purpose of aligning any such hedging agreement with the proposed rate modification), **provided that**, in each case, a number of conditions have been satisfied as specified in Condition 15 (*Base Rate Modification*).

In the case of such amendment, the Issuer (or PML as Administrator on its behalf) shall certify to the Trustee in writing that such modification is required solely for such purpose **provided that** (a) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee; (b) such certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect; and (c) the consent of each Secured Creditor (other than any Noteholder and Residual Certificateholder) which is party to the Relevant Document has been obtained.

In relation to any such amendment, the Issuer is required to give at least 30 calendar days' notice to the Noteholders and Residual Certificateholders of each Class of the proposed modification in accordance with Condition 12 (*Notices*) and by publication on Bloomberg on the "Company News" screen relating to the Notes. However, Noteholders and Residual Certificateholders should be aware that, in relation to each such amendment, if Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes and Residual Certificates may be held) within such notification period notifying the Issuer that such Noteholders and Residual Certificateholders do not consent to the modification, the modification will be passed without Noteholder and Residual Certificateholder consent. If such minimum amount of Noteholders or Residual Certificateholders, as applicable, have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes and Residual Certificates may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes or Residual Certificates (as applicable) then outstanding is passed in favour of such modification.

Other than where specifically provided in Condition 14 (*Additional Right of Modification*) or Residual Certificates Condition 13 (*Additional Right of Modification*), Condition 15 (*Base Rate Modification*) or any Relevant Document, when implementing any such modification (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders or Residual Certificateholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, and shall not be liable to the Noteholders, the Residual Certificateholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

The full requirements in relation to the modifications discussed above are set out in Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*),

Condition 14 (*Additional Right of Modification*), Condition 15 (*Base Rate Modification*), Residual Certificates Condition 12 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*) and Residual Certificates Condition 13 (*Additional Right of Modification*).

There can be no assurance that the effect of such modifications to the Relevant Documents will not adversely affect the interests of the holders of one or more or all classes of Notes and Residual Certificates.

Conflict between Classes of Noteholders

The Trust Deed provides that the Trustee shall, as regards the powers, trusts, authorities, duties and discretions vested in it by the Relevant Documents, except where expressly provided otherwise, solely have regard to the interests of the Noteholders and Residual Certificateholders and not to the interests of the other Secured Creditors, its only obligation to such other Secured Creditors being to pay to them any monies received by it and available for them in accordance with the applicable Payments Priorities.

To the extent that the Trustee receives a request or direction from a Noteholder which is in conflict with the interests of a Noteholder holding a more senior class of Note, the Trustee shall have regard to the interests of the more senior class of Note and such request or direction shall not be binding on the Trustee.

In addition, the Trustee shall have regard:

- (1) only to the interests of the Class A Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;
- (2) only to the interests of the Class B Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class B Noteholders and the interests of the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;
- (3) only to the interests of the Class C Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class C Noteholders and the interests of the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;
- (4) only to the interests of the Class D Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class D Noteholders and the interests of the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;
- (5) only to the interests of the Class Z Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class Z Noteholders and the interests of the Class S Noteholders, the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders; and
- (6) only to the interests of the Class S Noteholders if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class S Noteholders and the interests of the Class S VFN Holder, the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;
- (7) only to the interests of the Class S VFN Holder if, in the Trustee's opinion, there is or may be a conflict between the interests of the Class S VFN Holder and the interests of the RC1 Residual Certificateholders and the RC2 Residual Certificateholders;

- (8) prior to the Step-Up Date, only to the interests of the RC1 Residual Certificateholders if, in the Trustee's opinion, there is or may be a conflict between the interests of RC1 Residual Certificateholders and the interests of the RC2 Residual Certificateholders; and
- (9) on or after the Step-Up Date, only to the interests of the RC2 Residual Certificateholders if, in the Trustee's opinion, there is or may be a conflict between the interests of RC2 Residual Certificateholders and the interests of the RC1 Residual Certificateholders.

See also the section entitled "Overview of Rights of Noteholders and Residual Certificateholders".

The Trustee shall for all purposes treat the holders of the RC1a Residual Certificates and the RC1b Residual Certificates together as one Class and treat the holders of the RC2a Residual Certificates and the holders of the RC2b Residual Certificates together as one Class (including for the purposes of meetings).

The exercise of the Trustee's powers at its own discretion or at the direction of the Noteholders may affect the interests of a Noteholder of a particular class of Notes or the interests of a holder of Residual Certificates.

1.12 ***Paragon Banking Group Companies as Noteholder***

On the Closing Date, Paragon Bank will purchase all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN. Subject to retaining a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the Risk Retention Deed of Covenant, as described in the section "*Certain Regulatory Disclosures*", Paragon Bank may retain or at a later date sell some or all of those Notes in the secondary market at variable prices (which may, in turn, affect the liquidity and price of the Notes and/or Residual Certificates in the secondary market). Paragon Bank may sell those Notes in individually negotiated transactions at variable prices in the secondary market. In holding some or all of such classes of Notes, Paragon Bank may therefore be able to pass, or hold a sufficient minority to block, certain Noteholder resolutions.

If the Issue Services Provider, PML, Paragon Finance PLC ("**PFPLC**") or Paragon Bank (or any of their subsidiaries or holding companies or other subsidiaries of such holding companies) are the beneficial owners of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class Z Notes they will not be entitled to vote in respect of them, except (i) where they hold all the Notes of any such Class and there is no other Class of Notes ranking *pari passu* with, or more junior to, such Notes, which is not wholly beneficially owned by them or (ii), in respect of any Class of Notes, in relation to a matter (a) relating to a Basic Terms Modification or (b) relating to a meeting of Noteholders which has been convened by any Noteholder other than the entities specified above, in which case the Issue Services Provider, PML, PFPLC or Paragon Bank (or any of their subsidiaries or holding companies or other subsidiaries of such holding companies) will be entitled to vote in respect of the Notes in such Classes. No voting restrictions apply in respect of the beneficial ownership by the entities specified above of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class Z Notes, Class S Notes, the Class S VFN or the Residual Certificates. Pursuant to its rights as a holder of any Class of Notes, the Issue Services Provider, PML, PFPLC or Paragon Bank (or any of their subsidiaries or holding companies or other subsidiaries of such holding companies) may exercise voting rights in respect of such classes of Notes in a way that may be prejudicial to the interests of other Noteholders.

1.13 ***Ratings confirmation in relation to the Rated Notes in respect of certain actions***

The Rating Agencies may be requested by (and certain Relevant Documents require such request) the Issuer to confirm that certain actions proposed to be taken by the Issuer and the Trustee will not have an adverse effect on the then current rating of the Rated Notes (a "**Ratings Confirmation**").

A Ratings Confirmation that any action or inaction proposed to be taken by the Issuer or the Trustee will not have an adverse effect on the then current rating of the Rated Notes does not, for example, confirm that such action (i) is permitted by the terms of the Relevant Documents or (ii) is in the best interests of, or not prejudicial to, the holders of the Rated Notes. While each of the Secured

Creditors (including the Noteholders), the Issuer and the Trustee (as applicable) is entitled to have regard to the fact that the Rating Agencies have confirmed that the then current rating of the relevant class of Rated Notes would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the holders of the Rated Notes), the Issuer, the Trustee or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the holders of the Rated Notes), the Issuer, the Trustee or any other person whether by way of contract or otherwise.

Any such Ratings Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Ratings Confirmation in the time available or at all, and the Rating Agency will not be responsible for the consequences thereof. A Ratings Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes since the Closing Date to the Transaction of which the securities form part. A Ratings Confirmation represents only a restatement of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the Transaction.

Fitch has indicated that it will no longer provide Ratings Confirmations as a matter of policy. In the absence of a Ratings Confirmation from Fitch, the Issuer or the Trustee may not be able to establish in advance whether or not a proposed action taken in accordance with the provisions of the Relevant Documents (and specifically the relevant modification and waiver provisions) will ultimately adversely affect Fitch's then current ratings of the Rated Notes. Accordingly, no assurance can be given that action taken in accordance with the provisions of the Relevant Documents will not adversely affect Fitch's then current ratings of the Rated Notes.

1.14 ***Deferral of interest payments on the Notes***

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of: (a) all amounts of Normal Interest payable in respect of any Class of Notes (other than the Class A Notes (or, should they be the Most Senior Class of Notes, such other classes of Notes)); or (b) all amounts of Deferred Interest or, as the case may be, Additional Interest payable in respect of any Class of Notes (other than the Class A Notes) in each case after having paid or provided for items of higher priority in the Revenue Priority of Payments, then that amount shall not be due and payable and the Issuer will be entitled under Condition 4(b) to defer payment of that amount (to the extent of the insufficiency) until the following Interest Payment Date and it shall not constitute an Event of Default. To the extent that there are insufficient funds on the following Interest Payment Date, the deferral of interest shall continue until the first date upon which the whole Principal Liability Outstanding in respect of the relevant class of Notes becomes due for redemption or, in the case of payment of Normal Interest only, on the date, if earlier, when such class of Notes becomes the Most Senior Class of Notes.

1.15 ***The Trustee may assume performance and is not obliged to act in certain circumstances***

The Trustee is under no obligation to monitor or supervise the functions of the Administrators from time to time under the terms of the Administration Agreement or any other person under any other Relevant Document, including but not limited to the Collection Account Declaration of Trust and will not do so, and is entitled to assume that the Administrators are properly performing their obligations in accordance with the provisions of the Administration Agreement and that such other person is properly performing its obligations in accordance with each other Relevant Document, and will so assume.

The Trustee is not responsible for the genuineness, validity, effectiveness, suitability or enforceability of any of the Relevant Documents or any of the Security constituted thereby and has no responsibility for or duty to investigate any such matter.

The Trustee is under no obligation to, and shall not, review the information or documents or reports or files or discs which the Mortgage Sale Agreement or the Administration Agreement or other Relevant Documents provide for to be delivered to it.

The Trustee will not be required to comply with any request or direction from the holders of the Residual Certificates or any Class of them (whether pursuant to Residual Certificates Condition 8 or 9 or otherwise) if the Issuer shall have certified in writing to the Trustee (upon which certificate the Trustee may rely without any duty or obligation to investigate or verify if the same is correct) that no further amounts are payable to the holders of the Residual Certificates in accordance with Residual Certificates Condition 4(e).

The Trustee may, at any time, at its discretion and without notice, take such proceedings, actions or steps against the Issuer or any other party to any of the Relevant Documents as it may think fit to enforce the provisions of the Notes, the Residual Certificates or the Relevant Documents (including the Conditions and the Residual Certificates Conditions) to which it is a party, and at any time after the service of an Enforcement Notice the Trustee may, at its discretion and without notice, take such proceedings, actions or steps as it may think fit to enforce the Security. However, the Trustee shall not be bound to take any such proceedings, actions or steps (including, but not limited to, the giving of an Enforcement Notice in accordance with Condition 9 (*Events of Default*) and Residual Certificates Condition 8 (*Events of Default*)) unless it shall have been directed to do so by an Extraordinary Resolution of the Most Senior Class of Noteholders or the Most Senior Class of Residual Certificates (as applicable) or in writing by the holders of not less than 25 per cent. in Principal Amount Outstanding of the Most Senior Class of Notes then outstanding, or if there are no Notes outstanding, the holders of not less than 25 per cent. of the number of the Most Senior Class of Residual Certificates, and it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

In relation to the undertakings to be given by Paragon Bank to the Trustee on behalf of itself and the Noteholders in the deed of covenant dated on or about the Closing Date and made between Paragon Bank and the Trustee (the "**Risk Retention Deed of Covenant**") in accordance with the UK Securitisation Regulation and the EU Securitisation Regulation regarding the material net economic interest to be retained by Paragon Bank and certain requirements as to providing investor information in connection therewith, the Trustee shall not be under any obligation to monitor the compliance by Paragon Bank with such undertakings or to investigate any matter which is the subject of such undertaking and shall not be under any obligation to take any action in relation to non-compliance with such undertaking unless and until the Trustee has received actual written notice of the same from any party to a Relevant Document, in which event the only obligation of the Trustee shall be to notify the Issuer (who shall notify the Noteholders and the other Secured Creditors of the same) and, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction, to take such further action as it is directed to take in connection with such non-compliance by an Extraordinary Resolution of the Most Senior Class of outstanding Notes.

1.16 ***Market Disruption***

The Rate of Interest in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN for each Interest Period will be determined in accordance with Condition 4(c) (*Rate of Interest*). Condition 4(c) (*Rate of Interest*) contains provisions for the calculation of such underlying rates, in respect of the Notes, based on rates given by various market information sources and Condition 4(c) (*Rate of Interest*) contains an alternative method of calculating the underlying rate should any of those market information sources, including the Reference Screen, be unavailable. The market information sources might become unavailable for various reasons, including suspensions or limitations on trading, events which affect or impair the ability of market participants in general, or early closure of market institutions. These could be caused by physical threats to the publishers of the market information sources, market institutions or market participants in general, or unusual trading, or matters such as currency changes. Prospective investors should be aware that these events could have a material adverse effect on the value of and return on the Notes.

1.17 ***Payments Priorities***

The revenue receipts and the principal receipts in respect of the Mortgage Portfolio shall be applied by PML as Administrator (on behalf of the Issuer) in accordance with the relevant priorities of payment which sets out the priority in which Secured Creditors will be paid. To the extent there

are funds available, certain fees, costs and expenses and other liabilities of the Issuer will rank ahead of payments to the Noteholders in accordance with the relevant priorities of payment.

The validity of contractual priorities of payments such as those contemplated in this Transaction has been challenged in the English and U.S. courts. The hearings have arisen due to the insolvency of a secured creditor (in that case a swap counterparty) and have considered whether such payment priorities breach the "anti-deprivation" principle under English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency. It was argued that where a secured creditor subordinates itself to noteholders in the event of its insolvency, that secured creditor effectively deprives its own creditors. The Supreme Court of the United Kingdom in *Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc.* [2011] UK SC 38 unanimously upheld the decision of the Court of Appeal in dismissing this argument and upholding the validity of similar priorities of payment, stating that, **provided that** such provisions form part of a commercial transaction entered into in good faith which does not have as its predominant purpose, or one of its main purposes, the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions.

In parallel proceedings in New York, Judge Peck of the U.S. Bankruptcy Court for the Southern District of New York granted Lehman Brothers Special Finance Inc.'s ("**LBSF**") motion for summary judgement on the basis that the effect was that the provisions changing the order of priority constituted unenforceable *ipso facto* clauses in violation of sections 365(e)(1) and 541(c)(1)(b) of the U.S. Bankruptcy Code. Judge Peck acknowledged that this resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". In New York, whilst leave to appeal was granted, the case was settled before an appeal was heard.

It should be noted that on 8 February 2012, Belmont Park Investments PTY Limited and others commenced proceedings in the U.S. Bankruptcy Court in relation to Lehman Brothers Special Financing Inc. seeking an order recognising and enforcing the English judgment on noteholder priority. Declaratory relief that the noteholder priority is valid and that the collateral can be distributed accordingly and without liability to the trustee, is also being sought. In a more recent decision, the Bankruptcy Court for the Southern District of New York departed from certain aspects of Judge Peck's decision, finding that certain types of subordination provisions did not constitute *ipso facto* clauses and that, more generally, distributions made in accordance with such provisions were protected by safe harbours in the U.S. Bankruptcy Code. On appeal, the United States District Court for the Southern District of New York upheld the Bankruptcy Court's decision without directly ruling on the interpretation of *ipso facto* provisions under the U.S. Bankruptcy Code. This is an aspect of cross border insolvency law which remains untested. Therefore, whilst the priority issue is considered largely resolved in England and Wales, concerns still remain that the English and U.S. courts will diverge in their approach which, in the case of an unfavourable decision in the U.S., may adversely affect the Issuer's ability to make payments on the Notes in accordance with the Relevant Documents.

There remains the issue whether in respect of the foreign insolvency proceedings relating to a creditor located in a foreign jurisdiction, an English court will exercise its discretion to recognise the effects of the foreign insolvency proceedings, whether under the Cross Border Insolvency Regulations 2006 or any similar common law principles. Given the current state of U.S. law, this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

2. **Risks Related to the Mortgages**

2.1 ***Legal risks related to the sale of the Mortgage Portfolio***

The sale of the Mortgages (including the Additional Mortgages) and their related security by the Sellers to the Issuer will be effected pursuant to the terms of the Mortgage Sale Agreement. There are certain general legal considerations investors are advised to consider in relation to such sale as described in "*Certain Legal and Regulatory Matters*".

2.2 *Representations and Warranties*

Each Seller will warrant in the Mortgage Sale Agreement, among other things, that, prior to making the initial advance to a borrower under a Mortgage sold by that Seller to the Issuer, the relevant originator received from solicitors or licensed conveyancers acting for it a report on title or certificate of title to the relevant Property 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, where the Mortgage 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, carried out all such investigations and searches as would a reasonably prudent mortgage lender and nothing which would cause such a mortgage lender to decline to proceed with the advance on the proposed terms was disclosed. Except as described under the section entitled "*The Mortgages - Searches and Warranties in respect of the Mortgages*", neither the Issuer nor the Trustee has undertaken or will undertake any such investigations, searches or other actions in relation to the Mortgages and each will rely instead on the warranties given in the Mortgage Sale Agreement by the Sellers. In addition, no other transaction parties, including the Arrangers, have independently verified the warranties. For further information on the representations and warranties to be given by each Seller in respect of the Mortgages sold by it to the Issuer, see "*The Mortgages – Searches and Warranties in respect of the Mortgages*" below.

The sole remedy against a Seller in respect of breach of warranty with respect to a Mortgage sold by that Seller to the Issuer shall be to require it to repurchase any relevant Mortgage **provided that** this shall not limit any other remedies available if that Seller fails to repurchase, or procure the repurchase of, a Mortgage when obliged to do so. There can be no assurance that any Seller will have the financial resources to meet its obligations to repurchase, or procure the repurchase of, any Mortgage whether such obligation arises because of a breach of warranty or otherwise.

Each Seller will also agree in the Mortgage Sale Agreement that, if a term of any Individual Mortgage sold by it to the Issuer is at any time on or after the Closing Date found by a competent court, whether on application of a borrower, the FCA, the Competition and Markets Authority or otherwise, to be an unfair term for the purposes of the Unfair Terms in Consumer Contracts Regulations 1994 or 1999, it shall repurchase or procure the repurchase of the Individual Mortgage concerned.

2.3 *Risks associated with non-owner occupied Properties*

None of the Properties relating to the Mortgages in the Provisional Mortgage Pool are owner occupied (see "*The Provisional Mortgage Pool – Occupancy*" below). None of the Properties relating to Additional Mortgages to be sold to the Issuer, if applicable, may be owner occupied. It is intended that the Properties will be let by the relevant borrower to tenants but there can be no guarantee that each such Property will be the subject of an existing tenancy when the relevant Mortgage is acquired by the Issuer or that any tenancy which is granted will subsist throughout the life of the Mortgage and/or that the rental income achievable from tenancies of the relevant Property will be sufficient to provide the borrower with sufficient income to meet the borrower's interest obligations in respect of the Mortgage.

Upon enforcement of a Mortgage in respect of a Property which is the subject of an existing tenancy, the relevant Administrator may not be able to obtain vacant possession of that Property until the end of the tenancy. If the relevant Administrator enforces while the tenancy is continuing and sells the Property as an investment property with one or more tenants in situ, this may affect the amount which may be realised in the sale, although the existence of any such tenant paying rent in full on a timely basis may not have an adverse effect on the amount of such realisation. However, in the UK it is common for tenancies to be only for six or 12 months, so a tenanted property will often be vacated sooner than an owner-occupied property.

Delays to landlords seeking possession of a Property may result in less rental income being available to meet the relevant borrower's repayment obligations in respect of the buy-to-let Mortgage. Enforcement procedures in relation to such Mortgages include the ability to appoint a receiver of rent, in which case such a receiver would collect any rents payable in respect of such Property and apply them (after payment of certain statutorily prescribed outgoings) in payment of

any interest and arrears accruing under the Mortgage and thereafter any surplus shall either be applied in discharge of principal if required by the lender or paid to the borrower.

2.4 ***Risk of losses associated with Interest-only Mortgages***

While none of the Mortgages in the Provisional Mortgage Pool constitute Interest-only Mortgages, 95.22 per cent. by value of Mortgages in the Provisional Mortgage Pool constitute Optional Repayment Mortgages: these are, broadly, Interest-only Mortgages that the Issuer or the Administrators can convert from an Interest-only Mortgage to a Repayment Mortgage after the initial fixed rate period, subject to a 28 day notice period. Interest-only Mortgages are originated with a requirement that the borrower pay scheduled interest payments only. There is no scheduled amortisation of principal. Consequently, upon the maturity of an Interest-only Mortgage, the borrower will be required to make a "bullet" payment that will represent the entirety of the principal amount outstanding. The ability of such a borrower to repay an Interest-only Mortgage at maturity frequently may depend on such borrower's ability to sell the Property, refinance the Property or obtain funds from another source such as individual savings accounts, a pension policy, personal equity plans or an endowment policy. Neither the Issuer, the Trustee, the Sellers, the Administrators, nor the Legal Title Holders have verified that the borrower has any such other source of funds and none of them has obtained security over the borrower's right in respect of any such other source of funds. The ability of a borrower to sell or refinance the Property will be affected by a number of factors, including the value of the Property, the borrower's equity in the Property, the financial condition of the borrower, tax laws and general economic conditions at the time. Moreover, the Mortgage Conditions in respect of Interest-only Mortgages do not require a borrower to put in place alternative funding arrangements.

Should residential property values decline, borrowers under the Mortgages may have insufficient equity to refinance their Mortgages with lenders other than the Sellers and may have insufficient resources to pay amounts in respect of their loans as and when they fall due. This could lead to higher delinquency rates and losses which in turn may adversely affect payments on the Notes.

2.5 ***Limited liquidity – Mortgages***

Following the occurrence of an Event of Default in relation to the Notes while any of the Mortgages are still outstanding, the ability of the Issuer to redeem all of the Notes in full will depend upon whether the Mortgages can be realised to obtain an amount sufficient to redeem the Notes. There is not, at present, an active and liquid secondary market for secured residential mortgage loans in the United Kingdom. The Issuer or any receiver appointed in respect of the Issuer may not, therefore, be able to sell Mortgages on appropriate terms should it be required to do so.

2.6 ***Buildings insurance***

The practice of the Sellers in relation to buildings insurance is described under the section entitled "*Insurance Coverage*" below. Where the borrower has specifically requested permission to make his own insurance arrangements in relation to any Mortgage, or where such arrangements are dictated by the existence of a lease, the relevant Administrator will have taken all reasonable steps to ensure that the relevant Property is insured under a policy, however, the Sellers cannot be certain that a borrower has maintained such building insurance or that any such cover would be sufficient to cover any loss and/or that the relevant Seller's interest has been advised to the insurer. No assurance can therefore be given that the Issuer will always receive the benefit of any claims made under any applicable buildings insurance contracts. This could adversely affect the Issuer's ability to redeem the Notes.

2.7 ***Setting of rates of interest in respect of the Mortgages***

Each Administrator will, on behalf of the Issuer set, where relevant, the rates of interest applicable to the Mortgages, other than Fixed Rate Mortgages during the applicable initial fixed rate period (each such initial fixed rate period and including in the case of any Discretionary Further Advance, the "**Reversionary Period**") in accordance with the Administration Agreement. (See the section headed "*Mortgage Administration – Mortgage Interest Rate*" below). In order for the Issuer to acquire Additional Mortgages from either Seller on any Further Sale Date, each Administrator must ensure that either: (x) the weighted average interest rate applicable to the Current Balance of

all Mortgages in the Mortgage Portfolio (including any Additional Mortgages acquired on such Further Sale Date) after taking into account any Basis Hedge Agreements and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date is not less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent. or (y) if such weighted average interest rate is less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent, the amount standing to the credit of the Mortgage Margin Reserve Fund on each Principal Determination Date is equal to or greater than the Adjusted Mortgage MRF Required Amount.

In respect of Fixed Rate Mortgages, each Administrator is unable to vary the rate of interest during the initial fixed rate period set out in the relevant Mortgage Conditions. As a result, the Issuer may be exposed to the risk of an adverse interest differential between the rate of interest receivable in respect of the Fixed Rate Mortgages, on the one hand, and the rate of interest payable on the Notes on the other.

In relation to any Fixed Rate Mortgages that are acquired by the Issuer, the Issuer will on the Closing Date, and on any date during the Further Sale Period on which the Issuer acquires Fixed Rate Mortgages, have entered into hedging arrangements relating thereto. In addition, certain conditions apply in respect of the length of any Reversionary Period applicable to a Mortgage. In particular, any purchase of Additional Mortgages on a Business Day during the Further Sale Period by the Issuer will be subject to (amongst other things) the remaining fixed rate period applicable to each Additional Mortgage that is a Fixed Rate Mortgage being not longer than 5 years and 6 months as at the relevant Further Sale Date and the reversionary interest rate of the relevant Additional Mortgage being the relevant Legal Title Holder's standard variable rate.

In limited circumstances and other than in relation to Fixed Rate Mortgages during the applicable fixed rate period, the Trustee or the Issuer or any substitute administrator appointed by the Issuer and, to the extent of its interest, the Trustee will be entitled to set the rates of interest applicable to the Mortgages. These circumstances include a breach by the relevant Administrator of the terms of the Administration Agreement which, in the opinion of the Trustee, is materially prejudicial to the interests of the Noteholders. In such circumstances, the Trustee may (but is under no obligation to), subject to the terms of the Administration Agreement, terminate such Administrator's authority to set the rates of interest applicable to the Mortgages administered by it and/or terminate the appointment of such Administrator (see "*Mortgage Administration – Termination of the appointment of the Administrators*" below).

In view of the arrangements for setting Mortgage rates and in view of the Class A and Class B Liquidity Reserve Fund, the General Reserve Fund, the Mortgage Margin Reserve Fund and Conversion Margin Reserve Fund, the terms and conditions of the Notes provide that it will be an Event of Default if one or more interest payments on any class of Notes (other than in respect of Normal Interest payable to the Most Senior Class of Notes then outstanding) is or are missed or not paid in full only where the Trustee has issued a certificate based on information provided to it by the Administrators to the effect that the Issuer had sufficient funds available for the purpose but did not pay. The terms and conditions of the Notes provide that it will be an Event of Default if one or more payments of Normal Interest on the Most Senior Class of Notes is or are missed or not paid in full in any circumstances.

2.8 ***Additional Mortgages***

Any Additional Mortgage, if applicable, is required as at the date of its acquisition by the Issuer to comply with the representations and warranties specified in the Mortgage Sale Agreement and the acquisition of any Additional Mortgage is subject to compliance with the Mortgage Sale Agreement, the Administration Agreement and the Additional Mortgage Conditions. However, there can be no certainty that all Additional Mortgages acquired by the Issuer will have similar proportions or similar concentration characteristics as set out in the tables in the section entitled "*The Provisional Mortgage Pool*" below in relation to the Mortgages constituting the Provisional Mortgage Pool. Such concentration or other changes of the pool could adversely affect the delinquency, or credit loss, of the Mortgage Portfolio.

If during the Further Sale Period the amount standing to the credit of the Retained Principal Ledger exceeds the Maximum Principal Retained Amount on any Principal Determination Date

immediately preceding an Interest Payment Date, PML, as Administrator shall be required to apply amounts standing to the credit of the Retained Principal Ledger in excess of the Maximum Principal Retained Amount to repay principal amounts in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes in sequential order. Likewise, on any Principal Determination Date, PML as Administrator, in its sole discretion, may determine that any other amount standing to the credit of the Retained Principal Ledger shall be released to the Principal Ledger, in which case such amounts shall also be used to repay principal amounts in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes in sequential order.

In addition, if the Additional Mortgage Conditions are not met, or, as the case may be, there are no Additional Mortgages available for the Sellers to sell to the Issuer, then the Issuer will not be able to purchase such Additional Mortgages, which may result in Available Principal instead being used to repay principal amounts in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes in sequential order. On the occurrence of the Further Sale Period End Date, PML as Administrator will transfer all amounts standing to the credit of the Retained Principal Ledger for application as Available Principal on the next following Interest Payment Date. See "*The Mortgages – Acquisition of Mortgages*" and "*The Mortgages – Searches and Warranties in respect of the Mortgages*" for conditions applicable to the acquisition of Additional Mortgages by the Issuer.

In each case specified above where amounts credited to the Retained Principal Ledger or, as the case may be, Available Principal is used to repay the Notes as opposed to being used to purchase Additional Mortgages, the yield to maturity of the Notes will be affected (see the risk factor entitled "Yield and prepayment considerations" above).

3. **Risks related to economic environment**

3.1 ***Credit Risk***

The Issuer is subject to the risk of default in payment by the borrowers under the Mortgages and failure by the Administrators, on behalf of the Issuer, to realise or recover sufficient funds in respect of a Mortgage in order to discharge all amounts due and owing by the relevant Borrower under the relevant Mortgage. This risk is mitigated to some extent by certain credit enhancement features which are described in the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*".

3.2 ***Liquidity Risk***

The Issuer is subject to the risk of insufficiency of funds on any Interest Payment Date as a result of payments being made late by borrowers under the Mortgages after the end of the relevant Collection Period. This risk is mitigated to some extent by the provision of liquidity from alternative sources as described in the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*".

3.3 ***Default by borrowers in paying amounts due on their Mortgages***

Borrowers may default on their obligations under the Mortgages. Defaults may occur for a variety of reasons. The Mortgages are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic (due to local, national and/or global macroeconomic and geopolitical factors such as the war between Russia and Ukraine) or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, natural and other disasters including epidemic outbreaks, political developments and government policies, natural disasters and widespread health crises or the fear of such crises (such as coronavirus (including COVID-19), measles, SARS, Ebola, H1N1, Zika, avian influenza, swine flu, or other epidemic diseases).

The UK economy is experiencing a range of economic effects including high energy prices, inflation and a cost of living crisis (the cost of living in the United Kingdom having risen at its

fastest rate in 30 years), partly associated with COVID-19 and the war between Russia and Ukraine, with uneven impacts. Developments such as energy price inflation affecting Borrowers and disruption to global supply chains alongside elevated global demand for goods and supply shortages of specific goods have led to recent inflationary pressure. The United Kingdom is also in a rising interest rate environment (in part to curb inflationary rises) and such rises in interest rates are likely to be passed on to Borrowers leading to an increase in their cost of debt as well as further discouraging expenditure. Risks to the housing market are growing because of rising mortgage rates and tightening lending standards, which may result in adjustments to housing valuations. An increase in housing costs could make current borrowing by Borrowers unaffordable, leading to an increase in defaults.

Further inflationary pressure may result in further interest rate increases over time. There is currently some economic uncertainty and concern in relation to potential stagnation or recession. If there were further interest rate increases, this could adversely affect Borrowers' disposable income and ability to pay interest or repay principal on their Mortgages, particularly against a background of price rises for essential goods. If inflationary pressure on prices combines with suppressed wage growth, there is the potential for stagflation. Widespread economic impacts have the potential to create contagion effects. A deflationary environment may negatively affect property values. Rises in a Borrower's cost of debt which may be exacerbated by a rise in cost of living (which may impact rental payments and/or rental demand) could lead to increased strain on the Borrower's ability to service its Mortgages and ultimately lead to losses on the Notes.

From April 2017, the UK Government implemented a phased restriction on the amount of income tax relief that individual landlords can claim for residential property finance costs (such as mortgage interest). With effect from 6 April 2020, Borrowers have been unable to make any deductions for finance costs from rental income and instead all rental income is only eligible for a tax credit at the basic rate of income tax (20%). Prior to December 2016, the Sellers did not grant mortgage loans based on the borrowers' net tax position but rather on the basis of expected rental income in respect of the property (and in some cases additional income). From 1 January 2017, the PRA under the Bank of England required all lenders to apply minimum affordability requirements to new buy-to-let mortgage applications. This takes into account the impact of tax on rental income, the costs the landlord might incur in letting the property and the impact of future changes in interest rates. As part of the underwriting process, the Paragon Banking Group Companies assess the applicants' tax status, which determines the appropriate interest coverage ratio for the relevant property type (for further details, please refer to the Lending Guidelines). In addition, borrowers have a range of strategies available to mitigate the impact of such income tax relief changes. These may include increasing rents at the end of a tenancy agreement (subject to the market rates applicable to rental properties in the specific location of the property), transferring borrowings to a limited company, applying for a lower cost product, reducing the value of their loan, or ultimately selling the property. However, there can be no assurance that the restrictions on income tax relief outlined above may not adversely affect the ability of individual borrowers of buy-to-let mortgage loans to meet their obligations under those mortgage loans.

Other factors in borrowers' personal or financial circumstances may affect the ability of borrowers to repay the Mortgages. Unemployment, loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Mortgages. In addition, the ability of a Borrower to sell a property given as security for a Mortgage at a price sufficient to repay the amounts outstanding under that Mortgage will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

If a borrower fails to repay its Mortgage and a receiver of rent is appointed the likelihood of there being a net loss on disposal of the Property may be increased.

3.4 ***Risks of losses associated with declining property values***

The security for the Notes consists of, *inter alia*, the Issuer's interest in the Mortgages. This security may be affected by, among other things, a decline in property values. No assurance can be given that the values of the properties have remained or will remain at the level at which they were on the dates of origination of the relevant Mortgages. If the residential property market in

the United Kingdom should experience an overall decline in property values, such a decline could in certain circumstances result in the value of the security created by the Mortgages being significantly reduced and, ultimately, may result in losses to the Noteholders if the security is required to be enforced.

Downturns in the performance of the United Kingdom economy (due to local, national and/or global macroeconomic factors) generally may have a negative effect on the housing market. In addition, any natural disasters, or widespread health crises (such as a pandemic or epidemic), governmental policies, action or inaction in response to such crises or such potential crises (including but not limited to COVID-19) and/or the fear of such crises, whether in the United Kingdom or in any other jurisdictions, may lead to a deterioration of the economic conditions in the United Kingdom and also globally and may reduce the value of residential properties.

Investors should be aware that, other than the valuation of properties undertaken as at origination or revaluation of the relevant properties for the purposes of making Further Advances (as more fully described in the section entitled "*Mortgage Administration*"), no revaluation of any property has been undertaken by the Sellers, the Issuer, the Administrators, the Trustee or any other person for the purposes of the transactions described in this document.

Borrowers may have insufficient equity in their properties to refinance their Mortgages with lenders other than Paragon Bank and PML or apply for Interest Rate Conversion in accordance with the Administration Agreement and may have insufficient resources to pay amounts in respect of their Mortgages as and when they fall due. This could lead to higher delinquency rates and to losses which in turn may adversely affect payments on the Notes.

3.5 *Exposure to UK political developments and disruptions in the global economy and global financial markets*

General market volatility and Brexit

On 31 January 2020, the UK ceased to be a member of the EU ("**Brexit**"), on withdrawal terms which established a transition period until 31 December 2020, during which the UK continued to be treated as a Member State and applicable EU legislation continued to be in force (the "**Transition Period**"). The UK is also no longer part of the EEA.

The EU-UK Trade and Cooperation Agreement (the "**Trade and Cooperation Agreement**"), which governs relations between the EU and the UK following the end of the Transition Period and which had provisional application pending completion of ratification procedures, entered into force on 1 May 2021. The European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) and secondary legislation made under powers provided in this Act ensure that there is a functioning statute book in the UK. However, the Trade and Cooperation Agreement does not create a detailed framework to govern the cross-border provision of regulated financial services from the UK into the EU and from the EU into the UK. While the UK introduced a temporary permission regime to allow EEA firms to continue to do business in the UK for a limited period of time, once the passporting regime fell away, the majority of EEA states have not introduced similar transitional regimes. The Trade and Cooperation Agreement is only part of the overall package of agreements reached. Other supplementing agreements included a series of joint declarations on a range of important issues where further cooperation is foreseen, including financial services. The declarations state that the EU and the UK will discuss how to move forward with equivalence determinations in relation to financial services.

As noted above, the Trade and Cooperation Agreement did not include agreements on certain areas such as financial services and data adequacy, although the EU adopted an adequacy decision for the United Kingdom under the General Data Protection Regulation on 28 June 2021. It is uncertain whether equivalence decisions will be granted or whether a trade agreement with respect to financial services between the EU and the UK will be reached. It should be noted that even if equivalence arrangements for certain sectors of the financial services industry are agreed, market access is unlikely to be as comprehensive as the market access that the UK enjoyed through its EU membership. The impact of any such trade agreement, equivalence decisions or any other cooperation mechanisms on financial markets

generally, the extent of legislative and regulatory convergence and regulatory cooperation that would be required between the UK and the EU Member States, as well as the level of access that may be granted to financial services firms across EU and UK markets, is uncertain. Any of these effects of Brexit could adversely affect the Transaction and the interests of Noteholders. Such uncertainty and consequential market disruption may also cause investment decisions to be delayed, reduce job security and damage consumer confidence. The resulting adverse economic conditions could affect obligors' willingness or ability to meet their obligations, resulting in increased defaults in the securitised portfolio and ultimately the ability of the Issuer to pay interest and repay principal to Noteholders.

Brexit may also have an adverse effect on counterparties to the Transaction Documents. Depending on the precise final terms of the Trade and Cooperation Agreement, its practical application and the overall relationship of the UK and EU, such entities may become unable to perform their obligations as a result of changes in regulation, including the loss of existing regulatory rights to carry on cross-border business. Additionally, counterparties may be adversely affected by rating actions, an economic downturn or volatile and illiquid markets (including currency markets and bank funding markets) arising from Brexit. As a result, there is an increased risk of such counterparties becoming unable to fulfil their obligations which could (directly or indirectly) have an adverse impact on their ability to provide services to the Issuer and, accordingly, on the ability of the Issuer to make payments of interest and repayments of principal to Noteholders. See "*Counterparty Risks*" above.

The exit process has resulted in downgrades of the UK and the Bank of England by Standard & Poor's, Fitch and Moody's. Fitch has also further downgraded such ratings since the outbreak of the COVID-19 pandemic, and both Moody's and Fitch have both placed a negative outlook on these ratings, suggesting a strong possibility of further negative rating action. A country's sovereign rating affects the ratings of entities operating in its territory, and in particular the ratings of financial institutions. Further downgrades may cause downgrades to counterparties to the Transaction Documents meaning that they cease to have the relevant required ratings to fulfil their roles and need to be replaced. If rating action is widespread, it may become difficult or impossible to replace counterparties to the Transaction Documents with others who have the required ratings on similar terms or at all. Moreover, a more pessimistic economic outlook for the UK in general could lead to increased concerns around the future performance of the securitised portfolio and accordingly the ability of the Issuer to pay interest and repay principal to Noteholders and the ratings assigned to the Rated Notes on the Closing Date could be adversely affected.

3.6 ***Geographic Concentration Risks***

The Mortgages in the Mortgages Portfolio may be subject to geographic concentration risks. To the extent that specific geographic regions within England and Wales have experienced or may experience in the future weaker regional economic conditions and housing markets than other regions in the United Kingdom, a concentration of the Mortgages in such a region may be expected to exacerbate the risks relating to the Mortgages described in this section. Certain geographic regions within the United Kingdom rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the borrowers in that region or the region that relies most heavily on that industry. Any natural or other disasters including epidemic outbreaks in a particular region may reduce the value of affected Properties. This may result in a loss being incurred upon sale of the Property. These circumstances could affect receipts on the Mortgages and ultimately result in losses on the Notes. For an overview of the geographical distribution of the Mortgages as at the Provisional Pool Date, see "*The Provisional Mortgage Pool — Geographical Dispersion*".

3.7 ***Increases in prevailing market interest rates may adversely affect the performance and market value of the Notes***

The Bank of England's Monetary Policy Committee has raised the Bank of England's base rate on several occasions since December 2021, which has resulted in recent rises in mortgage interest rates. Further increases in interest rates (whether as a result of inflationary pressures or otherwise) may adversely affect borrowers' ability to pay interest or repay principal on their Mortgages. Borrowers with a mortgage loan subject to a variable rate of interest or with a mortgage loan for

which the related interest rate adjusts following an initial fixed rate or low introductory rate, as applicable, will be exposed to increased monthly payments if the related mortgage interest rate adjusts upward (or, in the case of a mortgage loan with an initial fixed rate or low introductory rate, at the end of the relevant fixed or introductory period). This increase in borrowers' monthly payments, which (in the case of a mortgage loan with an initial fixed rate or low introductory rate) may be compounded by any further increase in the related mortgage interest rate during the relevant fixed or introductory period, may result in higher delinquency rates and losses in the future.

Borrowers seeking to avoid increased monthly payments (caused by, for example, the expiry of an initial fixed rate or low introductory rate, or a rise in the related mortgage interest rate) by refinancing their mortgage loans may no longer be able to find available replacement loans at comparably low interest rates or be able to obtain a conversion of the interest rate that applies in respect of their mortgage to a lower or competitive rate (including in accordance with the Administration Agreement). Any decline in housing prices may also leave borrowers with insufficient equity in the relevant properties to permit them to refinance.

These events, alone or in combination, may contribute to higher delinquency rates and losses on the Mortgage Portfolio, which in turn may affect the ability of the Issuer to make payments of interest and principal on the Notes.

4. **Legal Risks**

4.1 ***Change of Law***

The structure of the Notes and the ratings which are to be assigned to the Rated Notes are based on English law, and tax, regulatory and administrative practice in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible changes to English law or administrative practice (including in relation to tax) in the United Kingdom after the date of this Prospectus, nor can any assurance be given as to whether any such change could adversely affect the ability of the Issuer to make payments under the Notes.

4.2 ***Securitisation Company Tax Regime***

The Issuer has been advised that it should fall within the UK permanent regime for the taxation of securitisation companies (as introduced by the Taxation of Securitisation Companies Regulations 2006 SI 2006/3296 (as amended) (the "**Taxation of Securitisation Companies Regulations**")), and as such should be taxed only on the amount of its retained profit (as that term is defined in the Taxation of Securitisation Companies Regulations) which it is entitled to retain under the Relevant Documents for so long as it satisfies the conditions of the Taxation of Securitisation Companies Regulations. Investors should note, however, that the Taxation of Securitisation Companies Regulations are in short form and advisers rely significantly upon guidance from the United Kingdom's tax authorities when advising on the scope and operation of the Taxation of Securitisation Companies Regulations, including as to whether a company falls within the regime. If the Issuer does not (or subsequently does not) satisfy the conditions of the Taxation of Securitisation Companies Regulations, then depending on the accounting treatment, the Issuer's profits or losses for tax purposes might be different from its cash position and there might be a risk of the Issuer incurring unfunded tax liabilities not contemplated in the cash flows for the Transaction described in this Prospectus. For example, the interest paid on the Notes could be disallowed for United Kingdom corporation tax purposes which could cause a significant divergence between the cash profits and the taxable profits in the Issuer. Any unforeseen taxable profits in the Issuer could have an adverse effect on its ability to make payments to Noteholders and may result in investors receiving less principal and/or interest than expected.

4.3 ***UK Securitisation Regulation and EU Securitisation Regulation***

UK Securitisation Regulation

Pursuant to the EUWA, from 11pm (GMT) on 31 December 2020, EU regulations (including the EU Securitisation Regulation) which previously had direct effect in the UK by virtue of the European Communities Act 1972 were transposed into domestic law.

Like the EU Securitisation Regulation, the UK Securitisation Regulation also includes risk retention and transparency requirements (imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and due diligence requirements which are imposed under the UK Securitisation Regulation on UK Institutional Investors (as defined below) in a securitisation. If the due diligence requirements under the UK Securitisation Regulation are not satisfied then, depending on the regulatory requirements applicable to such UK Institutional Investor, an additional risk weight, regulatory capital charge and/or other regulatory sanction may be applied to such securitisation investment and/or imposed on the UK Institutional Investor.

"**UK Institutional Investor**" is defined in Article 2 of the UK Securitisation Regulation, and means each of CRR firms and FCA investment firms as defined by Article 4(1)(2A) and Article 4(1)(2AB), respectively of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 as it forms part of domestic law in the United Kingdom by virtue of the EUWA, certain alternative investment fund managers which manage or market alternative investment funds in the UK as defined in regulation 4(1) of the Alternative Investment Fund Managers Regulations 2013/1773 (as amended), UK regulated insurers or reinsurers as defined in section 417(1) of the FSMA, certain management companies as defined in section 237(2) of the FSMA, UCITS as defined by section 236A of FSMA which is an authorised open ended investment company as defined in section 237(3) of FSMA and occupational pension schemes as defined in section 1(1) of the Pension Schemes Act 1993.

HM Treasury published their report entitled the Review of the UK Securitisation Regulation in December 2021. The review stated no changes were planned but industry proposals for modification of risk retention requirements would be considered in future. On 9 December 2022, the UK government announced a package of reforms to UK financial services regulations. The measures include a plan for repealing, reforming, replacing and/or restating on-shored EU financial services regulations, such as the securitisation regulation regime. The key piece of primary legislation (containing the necessary powers to do all this) is the new Financial Services and Markets Act 2023. The timing and details for the implementation of securitisation-specific reforms are not yet known, but these are expected to become clearer in the course of 2023.

Each potential UK Institutional Investor is required to independently assess and determine the sufficiency of the information described above and in the Prospectus generally for the purposes of complying with Article 5 of the UK Securitisation Regulation and any corresponding national measures which may be relevant to investors and none of the Issuer, the Arrangers, the Sellers or any of the other Transaction Parties makes any representation that any such information described above or elsewhere in this Prospectus is sufficient in all circumstances for such purposes. Failure to do so may result in an additional risk weight, regulatory capital charge and/or other regulatory sanction being applied to the Notes and/or imposed on such UK Institutional Investor, which would negatively affect a Noteholder that is a UK Institutional Investor.

Please refer to the sections entitled "*Certain Regulatory Disclosures*" for further information on the UK Securitisation Regulation and its implications in relation to this transaction.

EU Securitisation Regulation

The EU Securitisation Regulation applies in general to securitisations, the securities of which are issued on or after 1 January 2019 (or in the case of amending EU Regulation (EU) No 2021/557 to securities issued on or after 9 April 2021). The EU Securitisation Regulation includes revised risk retention and transparency requirements (imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation in the EU) and due diligence requirements imposed on EU Institutional Investors in a securitisation. If the due diligence requirements under the EU Securitisation Regulation are not satisfied then, depending on the regulatory requirements applicable to such EU Institutional Investor, an additional risk weight, regulatory capital charge and/or other regulatory sanction may be applied to such securitisation investment and/or imposed on the EU Institutional Investor.

"**EU Institutional Investor**" is defined in Article 2 of the EU Securitisation Regulation, and means each of EU-regulated credit institutions as defined in Article 4(1) of Regulation (EU) No 575/2013, EU-regulated investment firms, certain alternative investment fund managers which manage and/or

market alternative investment funds in the EU as defined in Article 4(1) of Directive 2011/61/EU, EU regulated insurers or reinsurers as defined in Article 13 of Directive 2009/138/EC, certain investment companies authorized in accordance with Directive 2009/65/EC, managing companies as defined in Directive 2009/65/EC, institutions for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 (subject to certain exceptions), and certain investment managers and authorised entities appointed by such institutions subject thereto.

Potential EU Institutional Investors should note that none of the Issuer, the Sellers or the Administrators are bound to comply with the requirements of the EU Securitisation Regulation unless they agree to be so bound as a contractual matter. In this respect, Paragon Bank has contractually agreed to comply with the EU Retention Requirements as at the Closing Date for so long as there is no equivalency regime with the UK Retention Requirements.

EU Institutional Investors should therefore note that if Article 6 of the EU Securitisation Regulation is amended or new technical standards in respect of such article are introduced after the Closing Date, whilst Paragon Bank may choose to comply with such amendments in its sole discretion, it will be under no obligation to comply with such amendments. In this respect, EU Institutional Investors should note that on 12 April 2022, the EBA published its final draft of the regulatory technical standards in relation to the EU Retention Requirements. This draft is required to be endorsed by the European Commission, and there will also be a “non-objection period” for consideration by the Council of the European Union and the European Parliament. Following the end of that process, the final draft regulatory technical standards will be published in the official journal and will come into force 20 days after the date of publication. It is expected that in 2023 the European Commission will endorse the EBA’s draft of the regulatory technical standards in relation to the EU Retention Requirements of April 2022, following which, such draft will be subject to scrutiny by the European Parliament and Council before the finalised text of the EU Recast Risk Retention RTS can be published in the Official Journal and enter into force on the 20th day thereafter (the latter is expected at some point in 2023).

Investors should be aware that it is expected that in due course the EU Securitisation Regulation regime will be amended as a result of the wider review of the functioning of the EU Securitisation Regulation regime, on which the European Commission published a report on 10 October 2022 (the "**October Report**"). The October Report outlined a number of areas where legislative changes may be introduced. It is expected that this will include amendments to the reporting requirements under Article 7 of the EU Securitisation Regulation, as the October Report includes a mandate to ESMA to review the Article 7 EU Technical Standards. As at the date of this Prospectus, ESMA has commenced an informal consultation on the review of the Article 7 EU Technical Standards, although it is unclear as to what amendments may be made or when any such amendments will take effect.

Each potential EU Institutional Investor is required to independently assess and determine the sufficiency of the information described above and in the Prospectus generally for the purposes of complying with Article 5 of the EU Securitisation Regulation and any corresponding national measures which may be relevant to investors and none of the Issuer, the Arrangers, the Sellers or any of the other Transaction Parties makes any representation that any such information described above or elsewhere in this Prospectus is sufficient in all circumstances for such purposes. Failure to do so may result in an additional risk weight, regulatory capital charge and/or other regulatory sanction being applied to the Notes and/or imposed on such EU Institutional Investor, which would negatively affect a Noteholder that is an EU Institutional Investor.

Please refer to the sections entitled "*Certain Regulatory Disclosures*" for further information on the EU Securitisation Regulation and its implications in relation to this transaction.

Simple, Transparent and Standardised (STS) Securitisations

The Sellers have not, as at the date of this Prospectus, made an STS notification (as defined in the UK Securitisation Regulation and the EU Securitisation Regulations) to the FCA or to ESMA, as applicable, or any other competent authority and the transaction set out in this Prospectus is not expected to appear on the list of STS securitisations established and maintained by the FCA or by ESMA.

Investors should consider the consequence from a regulatory perspective of the Notes not being considered a STS securitisation, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

4.4 ***UK CRA Regulation and EU CRA Regulation***

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Similarly, in general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

If the status of the rating agency rating the Rated Notes changes, European or United Kingdom regulated investors, as applicable, may no longer be able to use the rating for regulatory purposes and the Rated Notes may have a different regulatory treatment. This may result in European or United Kingdom regulated investors, as applicable, selling the Rated Notes, which may impact the value of the Rated Notes and any secondary market.

Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by Fitch and Moody's, each of which, as at the date of this Prospectus, is a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation. Moody's Deutschland GmbH currently endorses credit ratings issued by Moody's and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the EEA in accordance with the EU CRA Regulation. Moody's Deutschland GmbH is established in Germany and Fitch Ratings Ireland Limited is established in Ireland and each has been registered under the EU CRA Regulation.

4.5 ***U.S. Risk Retention***

The U.S. Risk Retention Rules came into effect on 24 December 2016 and generally require the "sponsor" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of the "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Transaction will not involve risk retention by the Sellers for the purposes of the U.S. Risk Retention Rules, but rather, to the extent required, will rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the Transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to, or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised

under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Transaction described in this Prospectus provides that the Notes may not be purchased by Risk Retention U.S. Persons. Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is different from the definition of U.S. person under Regulation S under the Securities Act and that an investor could be a Risk Retention U.S. Person but not a U.S. person under Regulation S. See the section entitled "*Subscription and Sale – United States*" for further details.

The Sellers and the Issuer have agreed that the determination of the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules is solely the responsibility of the Sellers, and the Arrangers shall have no responsibility for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules. There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Sellers to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes. The consequences of non-compliance with the U.S. Risk Retention Rules are unclear, but investors should note that the liquidity and/or value of the Notes could be adversely affected by any such non-compliance.

None of the Issuer, the Sellers, the Trustee, the Arrangers or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the Transaction described in this Prospectus complies with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

4.6 ***Volcker Rule***

The Issuer is of the view that it is not now and following the issue of the Notes and the application of the proceeds thereof should not be a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". Although other exclusions may be available to the Issuer, this view is based on the exemption from the definition of "investment company" provided in Section 3(c)(5) of the Investment Company Act of 1940, as amended. Any prospective investor in the Notes, including a bank or subsidiary or other affiliate thereof, should consult its own legal advisers regarding the Volcker Rule and its effects. If the Issuer is considered a "covered fund", the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes.

4.7 ***Fixed charges may take effect under English law as floating charges***

The law in England and Wales relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer may take effect under English law as floating charges only if, for example, it is determined that the Relevant Documents do not permit the Trustee to exert sufficient control over the Charged Property. If the charges take effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Trustee in respect of the floating charge assets.

The interest of the Secured Creditors in property and assets over which there is a floating charge will rank behind the expenses of any administration or liquidation and the claims of certain preferential creditors on enforcement of the Security. Section 250 of the Enterprise Act 2002 abolished crown preference in relation to all insolvencies (and thus reduces the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge) but Section 176A of the Insolvency Act requires a "prescribed part" (up to a maximum amount of £800,000, or where the floating charge was created before 6 April 2020, up to a maximum amount of £600,000) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors. This means that the expenses of any administration, the claims

of preferential creditors and the beneficiaries of the prescribed part will be paid out of the proceeds of enforcement of the floating charge ahead of amounts due to Noteholders. The prescribed part will not be relevant to property subject to a valid fixed security interest or to a situation in which there are no unsecured creditors.

4.8 ***English law security and insolvency considerations***

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Security in respect of certain of its obligations, including its obligations under the Notes, as to which see "*Security for the Notes*". If certain insolvency proceedings are commenced in respect of the Issuer, the ability to realise the Security may be delayed and/or the value of the Security impaired.

The provisions of the Insolvency Act 1986 (the "**Insolvency Act**") allow for the appointment of an administrative receiver in relation to certain transactions in the capital markets. Although there is as yet no case law on how these provisions will be interpreted, such provisions should apply to the floating charge created by the Issuer and assignment by way of security in favour of the Trustee. However, as this is partly a question of fact, were it not possible to appoint an administrative receiver in respect of the Issuer, the Issuer would be subject to administration if it became insolvent.

In addition, it should be noted that, to the extent that the assets of the Issuer are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the Insolvency Act, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Deed of Charge may be used to satisfy any claims of unsecured creditors. While certain of the covenants given by the Issuer in the Relevant Documents are intended to ensure it has no significant creditors other than the secured creditors under the Deed of Charge, it will be a matter of fact as to whether the Issuer has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

While the Transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent, there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Noteholders would not be adversely affected by the application of insolvency laws.

4.9 ***Liquidation expenses***

Prior to the House of Lords' decision in the case of *Re Leyland Daf* in 2004, the general position was that in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, Section 176ZA of the Insolvency Act, which came into force on 6 April 2008, effectively reversed by statute the House of Lords' decision in *Re Leyland Daf*. As a result, it is now the case that the costs and expenses of a liquidation will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 6.42 to 6.48 and 7.111 to 7.116 of the Insolvency Rules 2016. In general, the reversal of *Re Leyland Daf* applies in respect of all liquidations commenced on or after 6 April 2008. Therefore, floating charge realisations upon the enforcement of the floating charge security to be granted by the Issuer would be reduced by the amount of all, or a significant proportion, of any liquidation expenses.

4.10 ***The Notes are solely obligations of the Issuer***

The Notes will be solely the obligations of the Issuer. The Notes will not be the obligations or the responsibility of PFPLC, the Sellers, the Legal Title Holders, the Administrators, PBG, any Paragon Banking Group Company, the Trustee, any Arranger or any other person other than the Issuer. Furthermore, none of PFPLC, the Sellers, the Legal Title Holders, the Administrators, PBG, the Trustee and the Arrangers nor any person other than the Issuer will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amount due under the

Notes. The Notes will not be guaranteed by any person. There is accordingly no assurance that the Noteholders would recover any shortfall in payments made by the Issuer under the Notes.

4.11 **Banking Act 2009**

The UK Banking Act 2009 (the "**Banking Act**") includes provision for a special resolution regime pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of certain UK incorporated entities including authorised deposit-taking institutions and investment firms, and powers to take certain resolution actions in respect of third country institutions. In addition, powers may be used in certain circumstances in respect of UK established banking group companies, where such companies are in the same group as a relevant UK or third country institution or in the same group as an EEA (or United Kingdom) credit institution or investment firm. The relevant transaction entities for these purposes include Paragon Bank as an Administrator, Seller and Legal Title Holder, NatWest Markets Plc and Banco Santander, S.A. as Basis Hedge Providers, Barclays Bank PLC as the PML Collection Account Bank, National Westminster Bank plc as the PB Collection Account Bank and PBG (as holding company of Paragon Bank) and may include PML (as a Seller, Administrator, the Paragon Corporate Services Provider and Legal Title Holder), **provided that** certain conditions are met.

The tools currently available under the Banking Act include share and property transfer powers (including powers for partial property transfers), certain ancillary powers (including powers to modify certain contractual arrangements in certain circumstances) and special insolvency procedures which may be commenced by the UK authorities. It is possible that the extended tools described above could be used prior to the point at which an application for insolvency proceedings with respect to a relevant entity could be made and, in certain circumstances, the UK authorities may exercise broad pre-resolution powers in respect of relevant entities with a view to removing impediments to the exercise of the stabilisation tools. In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Banking Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial system of the United Kingdom. The Banking Act includes provisions related to compensation in respect of instruments and orders made under it. In general, there is considerable uncertainty about the scope of the powers afforded to UK authorities under the Banking Act and how the UK authorities may choose to exercise them. Further, UK authorities have a wide discretion in exercising their powers under the special resolution regime, including disapplying or modifying the effect of a provision of an enactment or the effect of a rule of law (in each case other than with respect to the Banking Act) by way of regulation of HM Treasury to facilitate its Banking Act objectives.

If an instrument or order were to be made under the provisions of the Banking Act currently in force in respect of a relevant entity as described above, such instrument or order may (amongst other things) affect the ability of such entity to satisfy its obligations under the Relevant Documents and/or result in the cancellation, modification or conversion of certain unsecured liabilities of such entity under the Relevant Documents or other modifications to such documents. In particular, modifications may be made pursuant to powers permitting (i) certain trust arrangements to be removed or modified, (ii) contractual arrangements between relevant entities and other parties to be removed, modified or created where considered necessary to enable a transferee in the context of a property or share transfer to operate the transferred business effectively and (iii) in connection with the modification of an unsecured liability through use of the bail-in tool, the discharge of a relevant entity from further performance of its obligations under a contract. In addition, powers may apply to require a relevant instrument or order (and related events) to be disregarded in determining whether certain widely defined "default events" have occurred. As a result, the making of an instrument or order in respect of a relevant entity as described above may affect the ability of the Issuer to meet its obligations in respect of the Notes.

As noted above, the stabilisation tools may be used in respect of certain banking group companies provided certain conditions are met. If the Issuer was regarded to be a banking group company and no exclusion applied, then it would be possible in certain scenarios for the relevant authority to exercise one or more relevant stabilisation tools (including the property transfer powers and/or the bail-in powers) in respect of it, which could result in reduced amounts being available to make payments in respect of the Notes and/or in the modification, cancellation or conversion of any

unsecured portion of the liability of the Issuer under the Notes at the relevant time. More generally in respect of stabilisation tools, whilst the UK authorities provided an exclusion for certain securitisation companies from being banking group companies, which exclusion is expected to extend to the Issuer, aspects of the relief are unclear meaning that no assurance can be provided that the Noteholders will not be adversely affected by an action taken under the relevant amended provisions.

Although no instrument or order has been made under the provisions of the Banking Act in respect of a relevant transaction entity, as described above, and there has been no indication that any such instrument or order will be made thereunder, there can be no assurance that this will not change and any such action or step may if taken (amongst other things) affect the ability of such entities to satisfy their obligations under the Relevant Documents and/or result in modifications to such documents, and may, in particular, affect the ability of the Issuer to meet its obligations in respect of the Notes. While there is provision for compensation in certain circumstances under the Banking Act, there can be no assurance that Noteholders would recover compensation promptly and equal to any loss actually incurred.

4.12 *Withholding Tax under the Notes*

Provided that the Notes (other than the Class S VFN) are and continue to be "listed on a recognised stock exchange" (within the meaning of section 1005 of the Income Tax Act 2007), as at the date of this Prospectus no withholding or deduction for or on account of United Kingdom income tax will be required on payments of interest on the Notes (other than the Class S VFN). However, there can be no assurance that the law in this area will not change during the life of the Notes.

In the event that withholding taxes are imposed by or in any jurisdiction in respect of payments to Noteholders of amounts due pursuant to the Notes, neither the Issuer nor any Paying Agent (as defined in the Conditions of the Notes) nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of such withholding taxes. However, in such circumstances, the Issuer may, in accordance with Condition 5(c) (*Redemption for Taxation or Other Reasons*) of the Notes, redeem all (but not some only) of the Notes.

The applicability of any withholding or deduction for or on account of United Kingdom tax on payments of interest on the Notes is discussed further under "*United Kingdom Taxation*" below.

4.13 *Corporate Insolvency and Governance Act 2010*

The Corporate Insolvency and Governance Act ("**CIGA**") came into force on 26 June 2020. The CIGA introduces significant new corporate restructuring tools to the UK insolvency regime. The principal permanent measures introduced by the CIGA are: (i) a moratorium on certain payments, claims, legal proceedings (including the enforcement of security) and insolvency proceedings taken against eligible companies; (ii) a prohibition on termination of certain supplier contracts triggered by certain insolvency-related events of an eligible company (the "**ipso facto termination provisions**"); and (iii) a new compromise procedure which allows for a 75% majority of creditors or members in each class to bind others in the same class even if they do not vote in favour of the new compromise procedure. It is also possible for one class of creditors to bind all other classes of creditors, including secured creditors (a "**cross-class cram down**"). In each case the use of the compromise procedure is subject to certain conditions.

The Issuer is not expected to be an eligible company for purposes of either the moratorium provisions or of the ipso facto termination provisions of the CIGA, and is therefore specifically excluded from the definition of eligible company under paragraph 12 of the new Schedule ZA1 of the Insolvency Act 1986 introduced by the CIGA. Similarly, the Issuer is not an eligible company for purposes of the moratorium provisions because this transaction is expected to constitute a "capital market arrangement" and the Notes a "capital market investment" (each as defined under paragraphs 13 and 14 of new schedule ZA1 to the Insolvency Act 1986 introduced by CIGA). In addition, the Relevant Documents are not expected to be subject to the ipso facto termination provisions as this transaction is expected to constitute a "capital markets investment" under paragraph 17 of the new Schedule 4ZZA of the Insolvency Act 1986. That being said, if for any reason the Issuer is an eligible company for the purposes of the moratorium or the ipso facto

termination provisions, application of these provisions could result in a material adverse effect on the ability of Noteholders to accelerate their debt and enforce the security granted under the Deed of Charge in a timely manner, which in turn may result in material losses being incurred by Noteholders.

Further, although the Issuer is established as an insolvency remote vehicle, with limited third party creditors and its transaction creditors have entered into non-petition covenants and limited recourse provisions it may in certain limited circumstances be able to fulfil the prerequisites for the cross-class cram down to apply. If the cross-class cram down provisions were to be used in respect of the Issuer, it would be possible under some circumstances for 75% by value of the creditors in one class to approve a compromise and thereby "cram down" dissenting classes of creditors, which, if approved by the court, may result in material losses being incurred by Noteholders.

However, the CIGA may impact the ability of the Administrators to bring proceedings against a Borrower under a Corporate Mortgage in the case of a moratorium (unless the relevant borrower is a corporate entity which is an ineligible company under the CIGA). The inability of the Administrators to obtain timely and complete payment of debts from such Borrowers may in turn have a material adverse effect on the ability of the Issuer to make timely and complete payments under the Notes.

5. Regulatory Risks

5.1 *Certain Regulatory Considerations in respect of the Mortgages*

The Mortgages are subject to a wide ranging legal regime within England and Wales and in particular loans secured by residential property are subject to significant consumer regulation (some of which apply specifically to buy-to-let mortgages). Certain of these legal matters are described in "*Certain Legal and Regulatory Matters – Regulatory and Legal Risks affecting the Mortgages*" and with respect to such matters, investors should note that:

- (a) under the CCA, the "extortionate credit" regime was replaced by an "unfair relationship" test. The "unfair relationship" test applies to all existing and new credit agreements, except regulated mortgage contracts under the FSMA. If the court makes a determination that the relationship between a lender and a borrower is unfair, then it may make an order, among other things, requiring the Sellers, or any assignee such as the Issuer, to repay amounts received from such a borrower (see further "*Certain Legal and Regulatory Matters – Regulatory and Legal Risks affecting the Mortgages – Unfair relationships*"). If the court determined that there was an unfair relationship between the Sellers and the borrowers in respect of the mortgage loans and ordered that financial redress was made in respect of such mortgage loans, such redress may adversely affect the ultimate amount received by the Issuer in respect of the relevant mortgage loans, and the realisable value of the Mortgage Portfolio and/or the Issuer's ability to make payment in full on the Notes when due;
- (b) the Mortgage Repossession (Protection of Tenants etc) Act 2010 came into force in October 2010. The act introduced powers for courts hearing a mortgage repossession case where the property is occupied by unauthorised tenants, including powers to delay a repossession order and suspend a warrant of eviction on application by an unauthorised tenant. The act may have adverse effects in markets experiencing above average levels of possession claims. Delays in the initiation of responsive action in respect of the mortgage loans may result in lower recoveries and a lower repayment rate on the Notes (see further "*Certain Legal and Regulatory Matters – Regulatory and Legal Risks affecting the Mortgages – Mortgage Repossession*");
- (c) landlords of relevant domestic properties in England and Wales cannot grant a tenancy to new or existing tenants and must not let or continue letting a relevant domestic property if their property has an EPC rating of band F or G (as shown on a valid Energy Performance Certificate for the property) and there is no valid exemption in place, both such cases being referred to in the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (the "**Energy Efficiency Regulations 2015**") as the prohibition on letting substandard property. Where a local authority is satisfied that a property has been

let in breach of the Energy Efficiency Regulations 2015 it may serve a notice on the landlord imposing financial penalties. This may impact the ability of the relevant Borrower to make payment on the relevant Mortgage which in turn could affect the Issuer's ability to make payments on the Notes (see further "*Certain Legal and Regulatory Matters – Regulatory and Legal Risks affecting the Mortgages – Energy Efficiency Regulations 2015*"); and

- (d) on 17 May 2023 the Government introduced the Renters Reform Bill, following a 2019 consultation on proposals to remove the ability of landlords to use "no fault" evictions under Section 21 of the Housing Act 1988. Under the proposals, landlords will be required to provide an evidenced reason for bringing a tenancy to an end, which may be similar to the method of gaining possession under Section 8 of the Housing Act 1988. The reasons, or "grounds" under which landlords can seek possession under Section 8 are listed in Section 8 of Schedule 2 of the 1988 Act. It is not known at this stage what effect the proposals will have on the Issuer, PML or Paragon Bank or their respective business operations, however if such effects were to be adverse, this may affect the Issuer's ability to make payments on the Notes (see further "*Certain Legal and Regulatory Matters – Regulatory and Legal Risks affecting the Mortgages – Renters Reform Bill*").

5.2 ***Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes***

In the UK, the rest of Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. In particular, please see the section below entitled "*Certain Regulatory Disclosures*" and the section above entitled "*UK Securitisation Regulation and EU Securitisation Regulation*". Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arrangers, the Sellers, or any party to a Relevant Document makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Closing Date or at any time in the future in respect of the UK Securitisation Regulation and the EU Securitisation Regulation.

Among other things, the UK Securitisation Regulation and the EU Securitisation Regulation apply in respect of various types of UK and EU regulated investors, including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, UCITS funds and institutions for occupational retirement provisions. Failure to comply with one or more of the requirements applicable to relevant investors under the UK Securitisation Regulation or the EU Securitisation Regulation, as applicable, may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

All investors whose investment activities are subject to investment laws and regulations, regulatory capital requirements, or review by regulatory authorities (including the introduction or proposal of risk retention rules) should consult with their own legal, accounting and other advisers in determining whether, and to what extent, the Notes are subject to investment or other restrictions, unfavourable accounting treatment, capital charges or reserve requirements. None of the Issuer, the Administrators, Sellers, the Arrangers, the Trustee or any other party nor any of their affiliates makes any representation, warranty or guarantee that the structure of the Notes is compliant with any applicable legal, regulatory or other framework, including as any such framework applies to any investor's investment in the Notes.

The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

CERTAIN LEGAL AND REGULATORY MATTERS

The following is an outline of certain aspects of law, regulation and practice in force at the date hereof which are applicable to the Mortgages and the Notes. It does not purport to be a complete summary of currently applicable law, regulation or practice, and should not therefore be treated as a substitute for professional advice. Prospective Noteholders who are in any doubt as to any matter described in this Prospectus should consult their own professional advisers.

(a) **Regulatory and Legal Matters affecting the Notes**

(i) ***Designated Activities Regime***

The Financial Services and Markets Act 2023 introduced the Designated Activities Regime ("**DAR**") which is a regulatory framework for the regulation of certain activities relating to financial instruments, such as securitisation. It was originally proposed as part of the Future Regulatory Framework review in November 2021, with the aim of bringing activities that are currently regulated under retained EU law into FSMA 2000. The Edinburgh Reforms gave details on the intended use of the DAR, which includes plans to use it to replace the UK Prospectus Regulation and certain elements of the UK Securitisation Regulation. The consequences of a certain activity being designated will be either that persons may carry on the designated activity but they must comply with the designated activity rules set by the FCA relating to that activity and any other requirements imposed in respect of that activity by designated activity regulations or that the performance of a particular designated activity is prohibited. HM Treasury is in the process of developing the regulations which will set out the details of which, if any, of the activities will be prohibited under DAR.

(ii) ***Implementation of and/or changes to the Basel III framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors***

The Basel Committee on Banking Supervision (the "**Basel Committee**") approved significant changes to the Basel II regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "**Basel III**"). In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**").

The Basel III reform package has been implemented in the European Economic Area (the "**EEA**") through the Regulation (EU) No. 575/2013 (which entered into force on 28 June 2013) (as amended, the "**EU CRR**") and an associated directive (the recast Capital Requirements Directive (the "**EU CRD**") (which was required to be transposed by Member States by 31 December 2013) (together, "**EU CRD IV**"). The regulation establishes a single set of harmonised prudential rules which apply directly to all credit institutions and investment firms in the EEA (and the United Kingdom), with the directive containing less prescriptive provisions which are required to be transposed into national law. Basel Committee member countries agreed to implement the initial phase of Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements, with full implementation required from 1 January 2027. However, as a result of the COVID-19 pandemic: (a) the implementation date of the Basel 3.1 standards (as described further below) finalised in December 2017 was postponed by one year to 1 January 2023 and (b) the completion date for the accompanying transitional arrangements for the output floor was extended by one year to 1 January 2028.

In the United Kingdom, the EUWA onshored the directly applicable elements of EU CRD IV on 31 December 2020 and preserved existing UK law implementing EU CRD IV. Elements of Regulation (EU) 2019/876 ("**EU CRR 2**"), including revisions to the leverage ratio, counterparty risk capital requirements and the net stable funding ratio, were

implemented in the UK on 1 January 2022. Following entry into force of the Financial Services Act 2021, new prudential requirements for FCA-authorized investment firms (other than those prudentially supervised by the PRA) were introduced by the FCA effective as of 1 January 2022, whereas UK credit institutions and UK investment firms prudentially supervised by the PRA remain subject to the CRR, as onshored in the UK, or to such successor regime as the PRA may subsequently develop. The PRA is also consulting on introduction of an alternative "strong and simple" prudential regime for firms that are not systemically important or internationally active.

Implementation of Basel III requires national legislation and therefore, the final rules and the timetable for their implementation in each jurisdiction may be subject to national variation. The Basel Committee has also published certain proposed revisions to the securitisation framework, including changes to the approaches to calculating risk weights and a new risk weight floor of 10%.

Further reforms under so-called Basel 3.1, including changes to the standards for credit risk and operational risk, the quantification of credit valuation adjustment risk and the internal ratings-based approach, were intended to be implemented on 1 January 2023. However, both the EU and UK have indicated that they expect to apply implementing measures from 1 January 2025. The EU is implementing Basel 3.1 through proposed EU CRR 3 and EU CRD VI, which were published in October 2021 and continue to make their way through the EU legislative process. In the UK, the PRA's consultation on implementation of the "Basel 3.1 standards" (CP 16/22) closed on 31 March 2023. It can be expected that both in the EU and the UK amendments to capital requirements will continue to develop before final rules are approved.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

(iii) ***UK EMIR and EU EMIR***

UK EMIR and EU EMIR each impose certain obligations on parties in relation to "over the counter" ("**OTC**") derivative contracts including (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the "**Clearing Obligation**"), (ii) a margin posting obligation for OTC derivatives contracts not subject to clearing (the "**Collateral Obligation**"), (iii) daily valuation and other risk-mitigation techniques for OTC derivatives contracts not cleared by a central counterparty and (iv) certain reporting and record-keeping requirements.

In general, the application of such regulatory requirements to OTC derivatives will depend on the classification of the counterparties to such transactions under UK EMIR and EU EMIR, as applicable. Investors should be aware that the characterisation of the Issuer will determine whether, among other things, the Issuer is required to comply with the Clearing Obligation and the Collateral Obligation in relation to the swap transactions entered into under the Basis Hedge Agreements.

Under both UK EMIR and EU EMIR, the Issuer considers itself to be a non-financial counterparty whose positions in OTC derivatives do not exceed any of the specified clearing thresholds ("**NFC-**") and accordingly, neither the Clearing Obligation nor the Collateral Obligation apply to it.

However, there is no certainty that the Issuer's status as an NFC- will not change in the future. If the Issuer's counterparty status as an NFC- changes, then certain OTC derivatives contracts that are entered into by the Issuer may become subject to the Clearing Obligation or the Collateral Obligation (or other requirements under UK EMIR and EU EMIR, as applicable). In this regard, it should be noted that it is not clear that any of the Initial Basis Hedge Agreements would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under the relevant implementing measures made to date.

It should also be noted that even if the status of the Issuer changes, the Collateral Obligation should not apply in respect of swap transactions entered into under the Basis Hedge Agreements prior to the relevant application date, unless such a swap is materially amended on or after that date.

Investors should consult their own independent advisers and make their own assessment about the potential risks posed by UK EMIR and EU EMIR, and any technical standards made thereunder, in making any investment decision in respect of the Notes.

(b) **Regulatory and Legal Matters affecting the Mortgages**

(i) ***Policy considerations in respect of the UK private rented sector***

The half year ending 31st March 2023 has seen the buy-to-let mortgage market continuing to reshape following a period of sustained fiscal and regulatory intervention. Following changes to tax and stamp duty affecting landlords, the Prudential Regulation Authority ("PRA") introduced new rules on the conduct of buy-to-let underwriting, which came into force on 1 January 2017 and 1 October 2017 and which are further described under the heading below "*Regulatory changes affecting buy to let lending*".

The Sellers' target customers in the buy-to-let sector are specialist landlords. These landlords will typically let out four or more properties, or operate with more complex properties. They will generally run their portfolio as a business and have both a strong understanding of their local lettings market and a high level of personal day-to-day involvement. The Sellers are one of the leaders amongst a small number of specialist lenders addressing this sector, which is underserved by many of the larger financial institutions.

The Sellers consider that their target customers' level of experience, involvement in day-to-day letting activities and diversification of income streams across properties make them less vulnerable to cash flow shocks in the event of a downturn and therefore better able to cope when faced with economic pressures facing their business or their tenants.

In recent years the private rented sector has consistently represented around one fifth of UK housing stock, as reported by UK Government data. This provision is crucial to meeting the country's housing needs, particularly in a downturn, where accessing, or remaining within, the owner-occupied sector may be challenging for some households.

Volumes of new buy-to-let mortgages in the UK were affected by economic pressures, but less severely than the wider mortgage market. New advances reported by UK Finance ("UKF"), at £22.0 billion for the six months ended 31 March 2023, were only 9.8% lower than in the same period in the previous year, but significantly reduced from the final six months of that period (2022 H1: £24.4 billion, 2022 H2: £28.7 billion). This reduction affected both mortgages for new house purchases and remortgages, with remortgages continuing to represent around two thirds of cases. Some of this reduction will be due to the impact of lenders withdrawing offers already made, which the Paragon Banking Group Companies were able to avoid as a result of its pre-hedging strategy, but the broadly downward trend continued throughout the six months.

There is also evidence of increasing numbers of borrowers transferring to new products offered by their existing lender, which are not recorded as new cases in the data. Information published by UKF showed that 63% of landlords refinancing their mortgage in the period switched to a new product with the same lender, rather than remortgaging, compared to 59% in the preceding six months.

The buy to let market has been disrupted as a result of a series of government fiscal policy and regulatory interventions, which are in the process of reshaping the sector. Significant

changes have been seen to date, and the effects are yet to work themselves out fully, from the following principal changes:

- (a) the introduction of a stamp duty land tax surcharge, Welsh land transaction tax surcharge and higher capital gains tax rate on buy to let properties;
- (b) the restriction of income tax relief on finance costs for buy to let landlords; and
- (c) regulatory changes affecting buy to let lending.

The introduction of these measures may adversely affect the private residential rental market in England and Wales in general, or (in the case of the restriction of income tax relief) the ability of individual borrowers of buy-to-let Mortgages to meet their obligations under those Mortgages.

Stamp Duty Land Tax Surcharge, Welsh Land Transaction Tax Surcharge and Capital Gains Tax higher rate on buy to let properties:

Certain residential property transactions are subject to higher Stamp Duty Land Tax and Welsh Land Transaction Tax rates. A 3-percentage point surcharge applies on top of the existing Stamp Duty Land Tax rates for acquisitions of residential property by non-natural persons (such as companies) and acquisitions by individuals of additional residential properties including residential investment property (e.g. second homes and buy-to-let properties). The policy was designed to "level the playing field" for the benefit of home buyers. However, the changes have not fundamentally altered the economics for residential property investors as the additional costs of acquisition can be defrayed over the term over which the property is held. As a result, the increase in stamp duty appears to have had the least effect of the government fiscal policy and regulatory interventions referred to above, with landlords considering their investment in the long term, mitigating the impact. The purchase by non-natural persons (such as companies) of a residential property and by an individual of an additional residential property in Wales is subject to Land Transaction Tax in Wales at higher residential rates being 4 per cent. higher than the main Welsh Land Transactions Tax rate for the first band of purchase price and for subsequent bands of purchase price, the additional rates remain higher than the main Welsh Land Transactions Tax rates (by differing percentages) and the bands of purchase price to which the additional rates are applied are structured differently to the main Welsh Land Transactions Tax bands.

However, the above measures may be mitigated by an increase to the nil rate bands. On 23 September 2022 the government announced an increase to the residential Stamp Duty Land Tax nil-rate threshold from £125,000 to £250,000 which took effect for transactions with an effective date on or after 23 September 2022.

In addition, a different (and higher) rate of capital gains tax ("CGT") applies in respect of a gain realised by an individual on the disposal of a residential property which is not the taxpayer's principal private residence (e.g. a second home or a buy-to-let property) than the rate of CGT that applies in respect of taxable gains realised on the disposal of other assets. From April 2023 the CGT annual exempt amount has been reduced from £12,300 to £6,000 and as provided for in the Finance Act 2023 the individual CGT annual exempt amount will be reduced from £6,000 to £3,000 from April 2024.

Since 6 April 2020 no deduction has been available for finance costs against rental income for individual landlords and instead a borrower is, broadly, only entitled to a tax credit at the basic rate of income tax for finance costs against that borrower's income tax liability, which may result in higher taxes for individual landlords (depending on their personal circumstances).

Certain tax relief changes phased in between April 2017 to April 2023 have had a significant impact on customer behaviour, with amateur non-portfolio landlords (those with fewer than four properties) moving away from the market, leading to a fall in the volume of buy-to-let purchase transactions undertaken by such landlords which seems to

be settling at a new 'normal' level. The reaction of the more professional portfolio landlords, who constitute the Paragon Banking Group Companies' main target customer base, has been different. Their focus has generally been to adopt defensive measures, including putting properties into corporate structures and focussing on higher yielding properties such as homes in multiple occupation ("**HMOs**"). This has led to a sharper distinction between professional landlord investors and other buy to let borrowers.

Regulatory changes affecting buy to let lending:

The regulatory changes were implemented in two phases:

- (a) From 1 January 2017 the PRA imposed common standards for affordability testing in the buy-to-let sector, similar, in principle, to the approach adopted by the FCA for owner-occupied mortgages under the MCOB rules. Most lenders were able to adopt these changes without serious disruption; and
- (b) From 1 October 2017, lenders were required to underwrite portfolio buy-to-let cases on a much more specialised basis, differentiating between portfolio and non-portfolio landlords, based on the number of properties owned with buy-to-let finance. Whilst the market in general was slow to reflect the required regulatory changes and communicate these to landlords and intermediaries leading to some disruption around the implementation date due to lack of clarity on lenders' requirements, such disruption has subsequently eased as lenders have made their position clearer. Lenders in the buy to let market now broadly fall into one of three groups: those that only offer buy-to-let mortgages to non-portfolio landlords; those that offer only limited services to portfolio landlords and specialist lenders (such as the Sellers) that provide a full range of products for professional portfolio landlords.

Regulation of buy-to-let mortgage loans

Buy-to-let mortgage loans can fall under several different regulatory regimes. They can be:

1. unregulated (although certain related debt administration and debt collection activities are regulated and PFPLC has the relevant permissions to carry out such activities);
2. regulated by the Consumer Credit Act 1974 (the "**CCA**") as a regulated credit agreement – as defined by article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended) (the "**RAO**") (a "**Regulated Credit Agreement**");
3. regulated by the FSMA as a regulated mortgage contract - as defined by article 61 RAO (a "**Regulated Mortgage Contract**"); or
4. regulated as a consumer buy-to-let ("**CBTL**") mortgage contract under the CBTL regime - as defined by the Mortgage Credit Directive Order 2015 (a "**CBTL Loan**").

The Mortgage Portfolio comprises mortgage loans that the Sellers believe are unregulated (as described below). The Provisional Mortgage Pool does not contain and the Additional Mortgages will not constitute Regulated Mortgage Contracts, Regulated Credit Agreements or CBTL Loans.

If any of the Mortgages are in fact Regulated Credit Agreements or Regulated Mortgage Contracts, then breach of the relevant regulations could give rise to a number of consequences (as applicable), including but not limited to: unenforceability of the Mortgages, interest payable under the Mortgages being irrecoverable for certain periods of time, or borrowers being entitled to claim damages for losses suffered and being entitled to set off the amount of their claims against the amount owing by the borrower under the mortgages.

(ii) ***Unfair Relationships***

Under the CCA, the "extortionate credit" regime was replaced by an "unfair relationship" test. The "unfair relationship" test applies to all existing and new credit agreements, except regulated mortgage contracts under the FSMA. A "credit agreement" is any agreement between an individual (the 'debtor') and any other person (the 'creditor') by which the creditor provides the debtor with credit of any amount, and would therefore include any Individual Mortgages. If the court makes a determination that the relationship between a lender and a borrower is unfair, then it may make an order, among other things, requiring the Sellers, or any assignee such as the Issuer, to repay amounts received from such a borrower. In applying the "unfair relationship" test, the courts are able to consider a wider range of circumstances surrounding the Transaction, including the creditor's conduct (or anyone acting on behalf of the creditor) before and after making the agreement or in relation to any related agreement. There is no statutory definition of the word "unfair" in the CCA as the intention is for the test to be flexible and subject to judicial discretion and it is therefore difficult to predict whether a court would find a relationship "unfair". However, the word "unfair" is not an unfamiliar term in the UK legislation due to the UTCCR. The courts may, but are not obliged to, look solely to the Consumer Credit Act 2006 for guidance. The principle of "treating customers fairly" (which as of 31 July 2023 will be replaced by a new principle under the Consumer Duty, that a firm must act to deliver good outcomes for retail customers) under the FSMA, and guidance published by the FSA and subsequently by the FCA on that principle and by the OFT on the unfair relationship test, may also be relevant. Under the CCA, once the debtor alleges that an "unfair relationship" exists, the burden of proof is on the creditor to prove the contrary.

Compliance with the relevant regulatory rules by the creditor (or a person acting on behalf of the creditor) does not preclude a finding of unfairness, as a wider range of considerations may be relevant to the fairness of the relationship than those which would be relevant to the application of the rules. For example, it is possible that the non-disclosure of any commission paid by the lender to a broker or other third party could form part of a finding of an unfair relationship.

Each Seller will warrant to the Issuer and the Trustee in the Mortgage Sale Agreement that no Mortgage (whether alone or with any related agreement) constitutes an unfair relationship for the purposes of sections 140A to 140C of the CCA. The sole remedy for breach of this warranty will be the relevant Seller's obligation to repurchase the affected Mortgage.

(iii) ***Unfair Terms in Consumer Contracts Regulations 1994 and 1999***

The Unfair Terms in Consumer Contracts Regulations 1999 (as amended) (the "UTCCR") will apply to any term of an agreement entered into between 1 October 1999 and 30 September 2015 by a "consumer" within the meaning of the UTCCR where the term has not been individually negotiated. Regulation 2 of the UTCCR revoked the Unfair Terms in Consumer Contracts Regulations 1994, which applied to agreements entered into between 1 July 1995 and 30 September 1999. Any term found to be "unfair" within the meaning of the UTCCR will not be binding on the consumer (although the rest of the agreement will remain enforceable if it is capable of continuing in existence without the unfair term).

Under the UTCCR as long as a term is expressed in plain and intelligible English, the assessment of the fairness of the terms shall not relate to the definition of the main subject matter of the contract or the adequacy of the price or remuneration for the services under the contract. A term could, however, be assessed for fairness on other relevant grounds. Key provisions (such as the interest rate variation provision and loan transfer mechanism) of the Mortgages may be subject to scrutiny under the UTCCR. For example, if a term permitting the lender to vary the interest rate (as the Sellers are permitted to do in certain circumstances) were to be found by a court to be unfair, the borrower will not be liable to pay interest at the increased rate or, to the extent that the borrower has paid it, will be able, as against the lender, or any assignee such as the Issuer, to claim repayment of the extra interest amounts paid or to set off the amount of the claim against the amount owing by

the borrower under the credit agreement or any other credit agreement that the borrower has taken with the lender.

The broad and general wording of the UTCCR makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible that any loans which have been made or may be made to borrowers covered by the UTCCR may contain unfair terms which may result in the possible unenforceability of the terms of such loans. In addition, the guidance issued by the Financial Services Authority ("**FSA**") has been removed by the FCA and replaced by updated guidance relating to firms' obligations under the Consumer Rights Act 2015 (please see below for an overview of this regime). Whilst the FCA has powers to enforce the UTCCR, it would be for a court to determine their proper interpretation.

(iv) ***Consumer Rights Act 2015***

The main provisions of the Consumer Rights Act 2015 ("**CRA**") came into force on 1 October 2015. The CRA significantly reforms and consolidates consumer law in the UK. The CRA involves the creation of a single regime out of the Unfair Contract Terms Act 1977 (which essentially deals with attempts to limit liability for breach of contract) and the UTCCR. When the unfair contract terms regime of the CRA came into force, it revoked the UTCCR and introduced a new regime for dealing with unfair contractual terms. The CRA applies to any consumer contract entered into on or after 1 October 2015.

Under Part 2 of the CRA an unfair term of a consumer contract (a contract between a trader and a consumer) is not binding on a consumer (an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession). The CRA's definition of a consumer is wider than the UTCCR's and therefore could potentially apply to a larger group. Additionally, an unfair notice is not binding on a consumer, although a consumer may rely on the term or notice if the consumer chooses to do so. A term will be unfair where, contrary to the requirement of good faith, it causes significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer. In determining whether a term is fair it is necessary to: (i) take into account the nature of the subject matter of the contract; (ii) refer to all the circumstances existing when the term was agreed; and (iii) refer to all of the other terms of the contract or any other contract on which it depends.

Schedule 2 of the CRA contains an indicative and non-exhaustive "grey list" of terms of consumer contracts that may be regarded as unfair. Notably, paragraph 11 lists "a term which has the object or effect of enabling the trader to alter the terms of the contract unilaterally without a valid reason which is specified in the contract". Paragraph 22 provides that this does not include terms by which a supplier of financial services reserves the right to alter the rate of interest payable by or due to the consumer, or the amount of other charges for financial services without notice where there is a valid reason if the supplier is required to inform the consumer of the alteration at the earliest opportunity and the consumer is free to dissolve the contract immediately.

A term in a consumer contract may not be assessed for fairness to the extent that (i) it specifies the main subject matter of the contract; or (ii) the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it; unless it appears on the "grey list" referenced above. This exclusion from the assessment of fairness only applies if the term is transparent and prominent.

A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent i.e. that it is expressed in plain and intelligible language and is legible.

Where a term of a consumer contract is "unfair", it will not bind the consumer. However, the remainder of the contract, will, so far as practicable, continue to have effect in every other respect. Where a term in a consumer contract is susceptible to multiple different meanings, the meaning most favourable to the consumer will prevail. It is the duty of the

court to consider the fairness of any given term. This can be done even where neither of the parties to proceedings have explicitly raised the issue of fairness.

The FCA and Competition Markets Authority (the "CMA") are both jointly responsible for protecting the interests of consumers through enforcing the CRA. The CMA holds a leadership role in relation to enforcing both the UTCCR and the CRA, while the FCA has responsibilities in relation to the enforcement of the UTCCR for most financial service products and consumer credit regulation.

The CMA published its finalised guidance on the unfair terms provisions in the Consumer Rights Act on 31 July 2015 which sits alongside two complementary CMA publications aimed particularly at smaller businesses and others who require a short introduction to unfair terms law and to the CMA's approach to unfair terms enforcement.

Additionally, the FCA updated its Unfair Contract Terms Regulatory Guide before the CRA came into force, which sets out the FCA's approach to assessing the fairness of a contract term. In deciding whether to ask a firm to undertake to stop including a term in new contracts or to stop relying on it in concluded contracts, the FCA considers the full circumstances of each case, including:

- (a) whether the FCA is satisfied that the term may properly be regarded as unfair within the meaning of the CRA;
- (b) the extent and nature of the detriment to consumers resulting from the term or the potential harm which could result from the term; and
- (c) whether the firm has fully cooperated with the FCA in resolving their concerns about the fairness of the particular contractual term.

In May 2018, the FCA published a consultation on new guidance on unfair contract terms, "*Fairness of variation terms in financial services consumer contracts under the Consumer Rights Act 2015*". The finalised guidance (FG 18/7) was published in December 2018, and outlines factors the FCA considers financial services firms should consider when drafting and reviewing variation terms in their consumer contracts. The finalised guidance relates to all financial services consumer contracts entered into since 1 July 1995. The FCA stated that firms should consider both this guidance and any other rules that apply when they draft and use variation terms in their consumer contracts. The FCA stated that the finalised guidance will apply to FCA authorised persons and their appointed representative in relation to any consumer contracts which contain variation terms.

Each Seller will warrant to the Issuer and the Trustee in the Mortgage Sale Agreement that as far as such Seller is aware, no term of any Individual Mortgage to which the UTCCR or CRA applies is an unfair term for the purposes of such regulations.

Each Seller will agree in the Mortgage Sale Agreement that, if a term of any Individual Mortgage sold by it to the Issuer is at any time on or after the Closing Date found by a competent court, whether on application of a borrower or the FCA or otherwise, to be an unfair term for the purposes of the UTCCR or CRA, it shall repurchase or procure the repurchase of the Individual Mortgage concerned.

(v) ***Financial Ombudsman Service***

Under the FSMA, the Financial Ombudsman Service (the "Ombudsman") is required to make decisions on (among other things) complaints relating to activities and transactions under its jurisdiction on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all circumstances of the case, taking into account (among other things) law and guidance. Complaints brought before the Ombudsman for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. The Ombudsman may make a money award to a borrower, which may adversely affect the value at which loans could be realised.

(vi) ***Consumer Protection from Unfair Trading Regulations 2008***

Consumer Protection from Unfair Trading Regulations 2008 (the "CPUTR") came into force on 26 May 2008 and affects all contracts entered into with persons who are natural persons and acting for purposes outside their respective businesses. Whilst engaging in an unfair commercial practice does not render a contract void or unenforceable, to do so is an offence punishable by a fine and/or imprisonment. Consequently, there is a risk that breach of the CPUTRs would initiate intervention by a regulator and may lead to criminal sanctions. The possible liabilities for misrepresentation or breach of contract in relation to the underlying credit agreement may also result in irrecoverable losses on amounts to which such agreements apply. The Consumer Protection (Amendment) Regulations 2014 (SI No.870/2014) was laid before Parliament on 1 April 2014 and came into force on 1 October 2014. In certain circumstances, these amendments to the CPUTR give consumers a right to redress for misleading or aggressive commercial practices (as defined in the CPUTR), including a right to unwind agreements.

(vii) ***Mortgage repossession***

A protocol for mortgage repossession cases in England and Wales came into force on 19 November 2008, which sets out the steps that judges will expect any lender to take before starting a claim.

The Mortgage Repossession (Protection of Tenants etc) Act 2010 came into force in October 2010. The act introduced powers for courts hearing a mortgage repossession case where the property is occupied by unauthorised tenants, including powers to delay a repossession order and suspend a warrant of eviction on application by an unauthorised tenant. The lender has to serve notice at the property before enforcing a possession order.

The protocol in the above for mortgage possession cases may have adverse effects in markets experiencing above-average levels of possession claims. Delays in the initiation of responsive action in respect of the Mortgages may result in lower recoveries.

(viii) ***The Renting Homes (Wales) Act 2016***

The Renting Home (Wales) Act (the "**Renting Homes Act**") received royal assent on 18 January 2016 but has not yet been brought into force. This Act will convert the majority of residential tenancies in Wales into a 'standard contract' with retrospective effect when it has been brought fully into force, however some tenancies will not be converted with retrospective effect (including those which have Rent Act protection and tenancies for more than 21 years).

The Renting Homes Act (which only has effect in Wales) does not contain an equivalent mandatory ground for possession that a lender had under the Housing Act 1988 where a property was subject to a mortgage granted before the beginning of the tenancy and the lender required possession in order to dispose of the property with vacant possession.

The Renting Homes Act may result in lower recoveries in relation to buy-to-let mortgage loans over Properties in Wales.

(ix) ***Assured Shorthold Tenancy***

The Mortgages to be purchased by the Issuer prohibit the holder of a long lease from occupying the Property as their only or principal home. Further, none of the Properties relating to the Mortgages in the Provisional Mortgage Pool or to be purchased as Additional Mortgages are or will be owner occupied (see "*The Provisional Mortgage Pool – Occupancy*" below). However, there can be no guarantee that each such Property will be the subject of an existing tenancy when the relevant Mortgage is acquired by the Issuer or that any tenancy which is granted will subsist throughout the life of the Mortgage.

In some circumstances where: (a) the tenancy in respect of a Property ends; (b) the Property is comprised of a long leasehold granted after 15 January 1989; (c) the holder of

the long lease is an individual who then occupies (or, in the case of joint leaseholders, at least one of them then occupies) the Property as their only or principal home in a manner contrary to the Mortgage Conditions; (d) the annual ground rent payable in respect of the long lease meets certain thresholds provided by the Housing Act 1988 ("**HA 1988**"); and (e) the long lease does not fall within any of the exceptions in Schedule 1 to the HA 1988, then the long lease may also be an Assured Tenancy ("**AT**") or Assured Shorthold Tenancy ("**AST**") under the HA 1988. If it is, this could have the consequences set out below.

The HA 1988 entitles a landlord to obtain an order for possession and terminate an AT or AST during its fixed term on proving one of the grounds for possession specified in section 7(6) of the HA 1988. This includes Ground 8 – namely that if the rent is payable yearly (as most ground rents are), at least three months' rent is more than three months in arrears both at the date of service of the landlord's notice and the date of the hearing.

Most leases in England and Wales give the landlord a right to forfeit the lease if rent is unpaid for a certain period of time but the courts normally have power to grant relief, cancelling the forfeiture as long as the arrears are paid off. There are also statutory protections in place to protect long leaseholders from unjustified forfeiture action. However, an action for possession under Ground 8 is not the same as a forfeiture action and the court's power to grant relief does not apply to Ground 8. In order to obtain possession, the landlord will have to follow the notice procedure in section 8 of the HA 1988 and, if the tenant does not leave on expiry of the notice, apply for a court order. However, as ground 8 is a mandatory ground, the court will have no discretion and will be obliged to grant the order if the relevant conditions are satisfied. There is government consultation underway to review residential leasehold law in England and Wales generally and it is anticipated that this issue will be addressed as part of any resulting reforms.

Currently, however, there is a risk that where:

- (A) a long lease is also an AT/AST due to the factors discussed above, including the breach by the leaseholder of the Mortgage Conditions;
- (B) the leaseholder is in arrears of ground rent for more than 3 months;
- (C) the landlord chooses to use the HA 1988 route to seek possession under Ground 8; and
- (D) the leaseholder does not manage to reduce the arrears to below 3 months' ground rent by the date of the court hearing,

then the long lease will come to an end and the landlord will be able to take possession of the relevant Property without having to compensate the leaseholder or its mortgagee. In such circumstances any sub-lettings (and any security over the same) will also terminate.

(x) ***Financial Services (Distance Marketing) Regulations 2004***

The Financial Services (Distance Marketing) Regulations 2004 apply to, *inter alia*, credit agreements entered into on or after 31 October 2004 by means of distance communication (i.e. without any substantive simultaneous physical presence of the originator and the borrower). A Regulated Mortgage Contract, if made by a UK originator from an establishment in the UK, will not be cancellable under these regulations. Certain other credit agreements will be cancellable under these regulations, if the borrower does not receive prescribed information at the prescribed time, or in any event for certain unsecured lending. Where the credit agreement is cancellable under these regulations the borrower may send notice of cancellation under these regulations at any time before the end of the fourteenth day after the day on which the cancellable agreement is made where all the prescribed information has been received or, if later, the borrower receives the last of the prescribed information.

If the borrower cancels the credit agreement under these regulations, then:

- (a) the borrower is liable to repay the principal and any other sums paid by the originator to the borrower under or in relation to the cancelled agreement, within 30 calendar days beginning with the day of the borrower's sending notice of cancellation or, if later, the originator receiving notice of cancellation;
- (b) the borrower is liable to pay interest, or any early repayment charge or other charge for credit under the cancelled agreement, only if the borrower received certain prescribed information at the prescribed time and if other conditions are met; and
- (c) any security is to be treated as never having had effect.

(xi) ***Energy Efficiency Regulations 2015***

Since 1 April 2018, landlords of relevant domestic properties in England and Wales cannot grant a tenancy to new or existing tenants if their property has an EPC rating of band F or G (as shown on a valid Energy Performance Certificate for the property). Since 1 April 2020, landlords must not let or continue letting a relevant domestic property if that property has an EPC rating of band F or G (as shown on a valid Energy Performance Certificate for the property) and there is no valid exemption in place. In both cases described above this is referred to in the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (the "**Energy Efficiency Regulations 2015**") as the prohibition on letting substandard property. Where a landlord wishes to continue letting property which is currently substandard, it will need to ensure that energy efficiency improvements are made which raise the EPC rating to a minimum of E. The Government has also consulted on improving the energy performance of privately rented homes to EPC band C by 2028. The resulting bill, the Minimum Energy Performance of Buildings (No. 2) Bill, proposes that the requirements will apply to new tenancies from 31 December 2025 and to all tenancies by 31 December 2028. However, the Government recently indicated that it is unlikely to proceed with such improvement requirements. Accordingly, the future of the Minimum Energy Performance of Buildings (No. 2) Bill is uncertain.

In certain circumstances landlords may be able to register an exemption from this prohibition on letting sub-standard property; this includes situations where all improvements which can be made have been made up to a cost cap of £3,500 (including VAT), and the property remains below an EPC rating of Band E. Other exemptions include where there are no improvements that can be made or the cost of installing even the cheapest recommended measure would exceed the £3,500 cap. In the absence of such exemptions, any obligation on a landlord to make the necessary energy efficiency improvements may impact the ability of the relevant Borrower to make payment on the relevant Loan. Local authorities will enforce compliance with the domestic minimum level of energy efficiency. They may check whether a property meets the minimum level of energy efficiency, and may issue a compliance notice requesting information where it appears to them that a property has been let in breach of the Energy Efficiency Regulations 2015 (or an invalid exemption has been registered in respect of it). Where a local authority is satisfied that a property has been let in breach of the Energy Efficiency Regulations 2015 it may serve a notice on the landlord imposing financial penalties. Any such action from local authorities may impact the ability of the relevant Borrower to make payment on the relevant Mortgage.

(xii) ***Electrical Safety Regulations***

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (the "**Electrical Safety Regulations**") came into force on 1 June 2020. They apply in England (i) from 1 July 2020 to tenancies granted on and after 1 June 2020 and (ii) from 1 April 2021 to tenancies granted before 1 June 2020. Tenancies subject to the Electrical Safety Regulations (referred to as "specified tenancies") are those of residential premises in England which grant one or more persons the right to occupy all or part of the premises as their only or main residence, provide for payment of rent (whether or not a market rent),

and are not an excluded tenancy (e.g. social housing, care homes, student halls of residence).

A private landlord who grants or intends to grant a specified tenancy must: (i) ensure that the relevant electrical safety standards are met during any period when the residential premises are occupied, (ii) ensure every electrical installation in the premises is inspected and tested at regular intervals by a qualified person, and (iii) ensure the first inspection and testing is carried out before the tenancy commences (in the case of a tenancy granted on or after 1 June 2020) or was carried out before 1 April 2021 (in the case of a tenancy granted before 1 June 2020). Regular intervals means every five years or as specified in the most recent inspection report. An inspection report provides the results of the inspection and test and must be obtained by the landlord from the person conducting the inspection and test. The landlord must provide copies of the inspection report to a range of people within prescribed timeframes, including the existing tenant and any new tenants. If the report indicates that the landlord is or is potentially in breach of the duty to ensure electrical safety standards are met and it requires the landlord to undertake further investigative or remedial work, the landlord must ensure that the further work is carried out by a qualified person within 28 days of the inspection and testing (or less if the report specifies a shorter period). The landlord must then obtain further written confirmation from a qualified person that the work has been carried out and either the electrical safety standards are met or further additional work is required. The steps need to be repeated until the electrical safety standards are met.

Where a local housing authority has reasonable grounds to believe that a landlord is in breach of one or more of its duties and the most recent inspection report does not indicate that urgent remedial action is required, the authority must serve a remedial notice on the landlord specifying, among other things, the remedial action that must be taken. The local housing authority can also take remedial action itself (including urgent remedial action) and can recover costs from the landlord. The local housing authority also has the power to impose financial penalties on the landlord if satisfied that the landlord has breached its duties.

(xiii) ***Renters Reform Bill***

On 15 April 2019, the Government announced its plans to run a consultation on proposals to remove the ability of landlords to use "no fault" evictions under Section 21 of the Housing Act 1988 (the "**2019 Consultation**"). As the law currently stands, a landlord can evict a tenant who has an assured shorthold tenancy using a Section 21 or Section 8 Notice. As part of this consultation process, the Government intends to consult and collaborate with landlords, tenants and letting agents.

Section 21 Notices can be served to evict tenants either on expiry of the fixed term of the tenancy, where there is provision for a break during the tenancy, or at the end of a period of the tenancy where the tenancy has become "periodic". When issuing a Section 21 Notice, there is no requirement for the tenant to be in breach, or for a landlord to specify valid reasons for wanting to bring the tenancy to an end. Under the proposals, landlords will be required to provide an evidenced reason for bringing a tenancy to an end, which may be similar to the method of gaining possession under Section 8 of the Housing Act 1988. The reasons, or "grounds" under which landlords can seek possession under Section 8 are listed in Section 8 of Schedule 2 of the 1988 Act.

In its response to the 2019 Consultation published on 16 June 2022, the Government confirmed its intention to bring forward new legislation through the Renters Reform Bill in this parliamentary session, which had its first reading on 17 May 2023. Once the Renters Reform Bill has received further parliamentary readings and, ultimately, been given royal assent, the Government intends to implement the Bill in two stages: (i) subject to at least 6 months' notice, after the first implementation date all new tenancies will be governed by the new rules; (ii) on the second implementation date, in order to avoid a 2-tier rental sector, all existing tenancies will transition to the new system and after this point, all tenants will be protected from Section 21 eviction.

(xiv) ***Mortgage Market Study and Mortgage Prisoners***

In March 2019, the FCA finalised its mortgage market study in respect of residential mortgages (MS16/2.3), which assessed consumers' ability to make effective choices regarding mortgages, and commercial arrangements between firms which may potentially lead to conflicts of interest. The study found that the tools available to enable consumers to select cheaper mortgages (or remortgages) were not sufficient, and determined that changes were needed in this area. The market study focused on residential mortgages only – however the study noted that the FCA had considered the issues raised by the study in relation to buy-to-let mortgages. The FCA amended its responsible lending rules under MCOB in October 2019 (PS19/27), which determined that mortgage lenders can choose to carry out modified affordability assessments on customers, to enable them to switch to cheaper mortgages, where the consumer is up to date on mortgage payments, and is not looking to move home or borrow more against their existing property.

These amendments relate to regulated residential mortgage contracts only – however, these may be indicative of further regulatory change to the market following on from the mortgage market study, which may impact the servicing of the Mortgages and may lead to increased flexibility in the market as consumers are increasingly able to switch between mortgage providers.

(xv) ***Potential effects of any additional regulatory changes***

No assurance can be given that changes will not be made to the regulatory regime and developments described above in respect of the mortgage market in the United Kingdom generally, the Sellers' particular sector in that market or each Seller specifically.

(xvi) ***Perfection of title***

On the Closing Date, PML and Paragon Bank will sell the Mortgages and related security that comprise the Closing Date Mortgage Portfolio to the Issuer. The Mortgages in the Closing Date Mortgage Portfolio have been originated by PML and Paragon Bank. Certain Mortgages in the Closing Date Mortgage Portfolio were originated by PML, with legal title subsequently transferred to Paragon Bank.

During the Further Sale Period, either PML and/or Paragon Bank may sell the beneficial interest in Additional Mortgages to the Issuer. The originator of an Additional Mortgage will be the relevant Seller of such Mortgage to the Issuer (see the section "*The Mortgages - Acquisition of Mortgages*" below).

Legal title to the Mortgages in the Closing Date Mortgage Portfolio to be sold by PML or Paragon Bank to the Issuer will be held by PML or Paragon Bank respectively. Legal title to any Additional Mortgages sold to the Issuer by either Seller during the Further Sale Period will be held by either PML or Paragon Bank.

The Issuer's title to the Mortgages it acquires from the relevant Legal Title Holder will only be perfected in certain circumstances by the execution of transfers and assignments of Mortgages by such Legal Title Holder to the Issuer, the carrying out of requisite registrations and recordings and the giving of notice to any borrower or guarantor. In the meantime, neither the Issuer nor the Trustee will acquire legal title to any of the Mortgages and they will not be able to apply to the Land Registry or the Central Land Charges Registry to register transfers or assignments of the Mortgages to perfect and/or protect their interests. Neither the Issuer nor the Trustee will be giving notice to any borrower or guarantor in respect of any transfer of the Mortgages.

The effect of the agreement to transfer the Mortgages from the Sellers to the Issuer pursuant to the Mortgage Sale Agreement remaining unperfected is that the rights of the Issuer (and, therefore, in turn, the Trustee) may be, or may become, subject to equities as well as to the interests of third parties who perfect a legal interest prior to the Issuer acquiring and perfecting its respective legal interest. Furthermore, the Issuer's interests will be or become subject to such equitable and other interests of third parties as may rank

in priority to its interests in accordance with the normal rules governing the priority of equitable and other interests in the case of both registered and unregistered land. For further information, see "*The Mortgages – Perfection of title*" below.

(xvii) ***Set-off risk in relation to Mandatory Further Advances and Borrower deposits***

The Issuer expects to fund Mandatory Further Advances to be made by either PML or Paragon Bank (as Legal Title Holders) for any given period from firstly amounts standing to the credit of the MFA Pre-Funding Reserve from the moneys referred to in paragraph 5(a)(i) of the definition of "*Available Redemption Funds*" in Condition 5(a) – *Mandatory Redemption in part from Available Redemption Funds*. In respect of certain of the Mortgages, Mandatory Further Advances are required to be made to borrowers (see "*Mortgage Administration – Further Advances*" below). The Issuer may not, however, receive sufficient funds to meet the amounts of Mandatory Further Advances it is required to make.

If the relevant Legal Title Holder fails to make a Mandatory Further Advance having agreed to do so prior to the relevant borrower being notified of the assignment of the relevant Mortgage (see "*The Mortgages – Perfection of title*"), set-off rights may arise. The rights of the Issuer may be subject to the direct rights of the relevant borrower(s) against that Legal Title Holder, including rights of set-off which occur in relation to transactions made between the borrower and that Legal Title Holder existing prior to notification to the borrower of the assignment or assignation (as appropriate) of the Mortgages. For example, the relevant borrower may exercise its rights to set off any claim for damages arising from that Legal Title Holder's breach of contract against that Legal Title Holder's (and, as equitable assignee of or holder of the beneficial interest in the relevant Mortgage, the Issuer's) claim for payment of principal and/or interest under the relevant Mortgage as and when it becomes due.

The amount of any such claim against that Legal Title Holder will, in many cases, be the cost to the borrower of finding an alternative source of funds. The borrower may obtain a mortgage loan elsewhere, in which case the damages awarded could be equal to any difference in the borrowing costs together with any direct losses arising from that Legal Title Holder's breach of contract, namely the associated costs of obtaining alternative funds (for example, legal fees and survey fees).

If the relevant borrower is unable to obtain an alternative mortgage loan, he or she may have a claim in respect of other indirect losses arising from that Legal Title Holder's breach of contract where there are special circumstances communicated by the borrower to either PML or Paragon Bank (as applicable) at the time the borrower entered into the Mortgage or which otherwise were reasonably foreseeable. A borrower may also attempt to set off an amount greater than the amount of his or her damages claim against his or her mortgage payments. In that case, the relevant Administrator will be entitled to take enforcement proceedings against the Borrower, although the period of non-payment by the Borrower is likely to continue until a judgment is obtained.

In addition, a right of independent set-off could arise where the relevant borrower has, on the Closing Date or the relevant Further Sale Date (in respect of any Additional Mortgage), a deposit account with Paragon Bank or a borrower opens a deposit account with Paragon Bank following the Closing Date or the relevant Further Sale Date. In such circumstances, the borrower in the event of the insolvency of Paragon Bank, may be able to set-off any amounts held in the relevant deposit account against amounts owed by the borrower pursuant to a Mortgage entered into with Paragon Bank (so long as Paragon Bank is the Legal Title Holder). The giving of notice to the borrower would crystallise the borrower's entitlement to set-off amounts as of the date of receipt of the relevant notice.

Banks, insurance companies and other financial institutions in the UK are subject to the Financial Services Compensation Scheme (the "**FSCS**") which gives customers protection where an authorised firm is unable or is likely to be unable to meet claims against it because of its financial circumstances. It is expected that most deposits made by

borrowers with Paragon Bank will be covered by the FSCS which gives the Borrower protection up to the FSCS limit (as at the date of this Prospectus being £85,000).

In addition, it is an Asset Warranty under the Mortgage Sale Agreement that no Paragon Bank Depositor Mortgages will be sold to the Issuer on the Closing Date or on any Further Sale Date.

(xviii) ***Breathing Space Regulations***

The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020 (SI 2020/1311) ("**Breathing Space Regulations**") (which came into force in England and Wales on 4 May 2021) established a scheme which gives eligible individuals in England and Wales with problem debt the right to legal protection from their creditors, including almost all enforcement action, during a period of "breathing space". A standard breathing space will give an individual in England and Wales with problem debt legal protection from creditor action for up to 60 days to receive debt advice; and a mental health crisis breathing space will give an individual in England and Wales protection from creditor action for the duration of their mental health crisis treatment (which is not limited in duration) plus an additional 30 days following the end of such treatment.

However, the Breathing Space Regulations do not apply to mortgages, except for arrears which are uncapitalised at the date of the application under the Breathing Space Regulations and interest, fees or any other charges on those arrears. Interest can still be charged on the principal secured debt during the breathing space period, but not on the arrears. Any mortgage arrears incurred during any breathing space period are not protected from creditor action. The borrower must continue to make mortgage payments in respect of any mortgage secured against their primary residence (save in respect of arrears accrued prior to the moratorium) during the breathing space period, otherwise the relevant debt adviser may cancel the breathing space period.

In February 2021, the FCA issued a policy statement (PS21/1) on the application of the Breathing Space Regulations, in which they confirm that no changes are currently being made to the rules under MCOB, in relation to how mortgage lenders should treat a "breathing space" as an indicator of payment difficulties. The FCA's view is that this is something that firms should take into account but should not be treated more specifically than other potential indicators of payment difficulties. Delays in the initiation of enforcement action in respect of the Mortgages may result in lower recoveries.

(xix) ***Third party rights***

Third party rights (for example, rights of occupation or rights of a subsequent mortgagee or security holder) may arise subsequent to the completion of the initial advance to a borrower. None of the Administrators, the Sellers, the Issuer or the Trustee has undertaken or will undertake any investigation or search of any kind prior to the making of a Mandatory Further Advance to a borrower or, in some circumstances, the making of a Discretionary Further Advance. The Issuer will not hold any interest in any such subsequent rights. Certain such third party rights may delay or affect the enforcement of any Mortgage.

**TRANSACTION OVERVIEW – SUMMARY OF THE TERMS AND CONDITIONS OF THE
NOTES AND RESIDUAL CERTIFICATES**

The information set out below is an overview of various aspects of the Transaction. This overview does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by references to, the detailed information presented elsewhere in this Prospectus.

FULL CAPITAL STRUCTURE OF THE NOTES

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>	<u>Class Z</u>	<u>Class S</u>	<u>Class S VFN</u>	<u>RC1a Residual Certificates</u>	<u>RC1b Residual Certificates</u>	<u>RC2a Residual Certificates</u>	<u>RC2b Residual Certificates</u>
Initial Principal Amount	£747,000,000	£33,750,000	£29,250,000	£45,000,000	£45,000,000	£13,875,000	£85,000,000	N/A	N/A	N/A	N/A
Note Credit Enhancement Features	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class Z Notes, the Class S Notes and the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class S Notes and the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class S VFN	Excess Available Revenue, availability of General Reserve Fund Excess Amounts and Class A and Class B Liquidity Reserve Fund Excess Amounts, subordination of the Class S VFN	N/A	N/A	N/A	N/A

	Class A	Class B	Class C	Class D	Class Z	Class S	Class S VFN	RC1a Residual Certificates	RC1b Residual Certificates	RC2a Residual Certificates	RC2b Residual Certificates
Liquidity Support Features	Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund, Available Redemption Receipts applied as Principal Addition Amounts to provide for any Senior and Junior Expenses Deficit and the amounts credited to the Class A and Class B Liquidity Reserve Fund and the General Reserve Fund	Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund, Available Redemption Receipts applied as Principal Addition Amounts to provide for any Senior and Junior Expenses Deficit and the amounts credited to the Class A and Class B Liquidity Reserve Fund and the General Reserve Fund (subject to conditions as set out in "Overview of Credit Structure and Cashflow")	Available Redemption Receipts applied as Principal Addition Amounts to provide for any Senior and Junior Expenses Deficit, Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund, amounts credited to the General Reserve Fund (subject to conditions as set out in "Overview of Credit Structure and Cashflow")	Available Redemption Receipts applied as Principal Addition Amounts to provide for any Senior and Junior Expenses Deficit, Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund, amounts credited to the General Reserve Fund (subject to conditions as set out in "Overview of Credit Structure and Cashflow")	Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund	Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund	Mortgage Margin Reserve Fund, Conversion Margin Reserve Fund	N/A	N/A	N/A	N/A
Issue Price	100%	100%	100%	100%	100%	100%	100%	N/A	N/A	N/A	N/A
Reference Index	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	N/A	N/A	N/A	N/A
Initial Margin	Up to and excluding the Step-Up Date, 1.20 % per annum	Up to and excluding the Step-Up Date, 1.90 % per annum	Up to and excluding the Step-Up Date, 2.75% per annum	Up to and excluding the Step-Up Date, 3.80% per annum	4 % per annum	4% per annum	4% per annum	N/A	N/A	N/A	N/A
Step-Up Margin	From and including the Step-Up Date, 1.80% per annum	From and including the Step-Up Date, 2.85% per annum	From and including the Step-Up Date, 3.75% per annum	From and including the Step-Up Date, 4.80% per annum	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>	<u>Class Z</u>	<u>Class S</u>	<u>Class S VFN</u>	<u>RC1a Residual Certificates</u>	<u>RC1b Residual Certificates</u>	<u>RC2a Residual Certificates</u>	<u>RC2b Residual Certificates</u>
Interest Accrual	ACT/365 (fixed)	ACT/365 (fixed)	ACT/365 (fixed)	ACT/365 (fixed)	ACT/365 (fixed)	ACT/365 (fixed)	ACT/365 (fixed)	N/A	N/A	N/A	N/A
Interest Determination Date	Interest will be determined each fifth Banking Day before the Interest Payment Date for which the interest rate will apply.							N/A	N/A	N/A	N/A
Interest Payment Dates	Interest will be payable quarterly in arrear on the Interest Payment Date falling on or around the 15th day of March, June, September and December commencing on the First Interest Payment Date.							N/A	N/A	N/A	N/A
Business Day Convention	Following	Following	Following	Following	Following	Following	Following	N/A	N/A	N/A	N/A
First Interest Payment Date	15 December 2023							N/A	N/A	N/A	N/A
First Interest Period	The period from the Closing Date to, but excluding, 15 December 2023							N/A	N/A	N/A	N/A
Step-Up Date	15 December 2028	15 December 2028	15 December 2028	15 December 2028	N/A	N/A	N/A	N/A	N/A	N/A	N/A
If the call option is exercised on the Step-Up Date or any Interest Payment Date thereafter, the Notes will be redeemed in full on such date. Please refer to Condition 5 (<i>Redemption and Purchase</i>).											
Principal Determination Date	Last Business Day of November, February, May and August							N/A	N/A	N/A	N/A
Further Sale Period	The period from but excluding the Closing Date up to and excluding the earlier of (a) the Step-Up Date and (b) the occurrence of a Further Sale Period Termination Event							N/A	N/A	N/A	N/A

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>	<u>Class Z</u>	<u>Class S</u>	<u>Class S VFN</u>	<u>RC1a Residual Certificates</u>	<u>RC1b Residual Certificates</u>	<u>RC2a Residual Certificates</u>	<u>RC2b Residual Certificates</u>
Pre-Enforcement Redemption Profile	On each Interest Payment Date prior to the occurrence of a Further Sale Period End Date, sequential pass through redemption by seniority of the Notes on each Interest Payment Date to the extent of (x) Available Redemption Funds not used by the Issuer to acquire Additional Mortgages or credited to the Retained Principal Ledger in accordance with the Principal Priority of Payments plus (y) any Retained Principal Release Amounts.							N/A	N/A	N/A	N/A
	On or following the occurrence of a Further Sale Period End Date, sequential pass through redemption by seniority of the Notes on each Interest Payment Date in each case to the extent of Available Redemption Funds subject to and in accordance with the Principal Priority of Payments.										
	Following the Step-Up Date, Available Redemption Funds shall include the Additional Available Redemption Funds subject to and in accordance with the Revenue Priority of Payments.										
	If the call option is exercised on the Step-Up Date or any Interest Payment Date thereafter, the Notes will be redeemed in full on such date. Please refer to Condition 5 (<i>Redemption and Purchase</i>).										
Post-Enforcement Redemption Profile	Sequential pass through redemption by seniority of the Notes in accordance with the Enforcement Priority of Payments. Please refer to " <i>Cashflows and Cash Management</i> ".							N/A	N/A	N/A	N/A
Other Early Redemption in Full Events	Tax Call/Clean-up Call. Please refer to Condition 5 (<i>Redemption and Purchase</i>). ³							N/A	N/A	N/A	N/A
Final Maturity Date	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	The Interest Payment Date falling in December 2055	N/A	N/A	N/A	N/A
Form of the Notes and Residual Certificates	Registered Notes	Registered Notes	Registered Notes	Registered Notes	Registered Notes	Registered Notes	Registered Notes	Registered Residual Certificates	Registered Residual Certificates	Registered Residual Certificates	Registered Residual Certificates
Application for Listing	London	London	London	London	London	London	N/A	N/A	N/A	N/A	N/A
ISIN	XS2666574129	XS2666572008	XS2666572180	XS2666572263	XS2666572347	XS2666572420	N/A	XS2666574715	XS2666574806	XS2666574988	XS2666575019

³ From the Step-Up Date, the Portfolio Option Holder has the right to exercise a purchase option in relation to the Mortgage Portfolio (where they hold more than 50% of the RC2 Residual Certificates), which would lead to an early redemption of the Notes.

	Class A	Class B	Class C	Class D	Class Z	Class S	Class S VFN	RC1a Residual Certificates	RC1b Residual Certificates	RC2a Residual Certificates	RC2b Residual Certificates
Common Code	266657412	266657200	266657218	266657226	266657234	266657242	N/A	266657471	266657480	266657498	266657501
Clearance/ Settlement	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	N/A	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg	Euroclear / Clearstream, Luxembourg
Minimum Denomination	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	N/A	N/A	N/A	N/A
Minimum Incremental Denominations	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£1	N/A	N/A	N/A	N/A
Regulation	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	N/A	N/A	N/A	N/A

OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES

See the section entitled "Terms and Conditions of the Notes" for further information in respect of the terms of the Notes.

Ranking of Payments of Interest:

On the Closing Date, the Issuer will issue the following classes of Notes under the Trust Deed:

- (a) Class A Mortgage Backed Floating Rate Notes due December 2055 (the "**Class A Notes**");
- (b) Class B Mortgage Backed Floating Rate Notes due December 2055 (the "**Class B Notes**");
- (c) Class C Mortgage Backed Floating Rate Notes due December 2055 (the "**Class C Notes**");
- (d) Class D Mortgage Backed Floating Rate Notes due December 2055 (the "**Class D Notes**");
- (e) Class Z Mortgage Backed Floating Rate Notes due December 2055 (the "**Class Z Notes**");
- (f) Class S Mortgage Backed Floating Rate Notes due December 2055 (the "**Class S Notes**"); and
- (g) Class S Variable Funding Note due December 2055 (the "**Class S VFN**");

and together, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes are the "**Rated Notes**". The Rated Notes together with the Class Z Notes, the Class S Notes and the Class S VFN, the "**Notes**" and the holders thereof, the "**Noteholders**".

Payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN will be made in Sequential Order as described below.

The Notes within each class will rank *pro rata* and *pari passu* and rateably among themselves at all times in respect of payments of interest to be made to such individual class.

Residual Certificates in the same class rank *pari passu* and rateably without any preference or priority among themselves in their right to receive Residual Payments.

"**Sequential Order**" means:

- (a) in respect of payments of interest under the Notes:
 - (i) *first*, to the Class A Notes;
 - (ii) *second*, to the Class B Notes;
 - (iii) *third*, to the Class C Notes;
 - (iv) *fourth*, to the Class D Notes;
 - (v) *fifth*, to the Class Z Notes;
 - (vi) *sixth*, to the Class S Notes; and

- (vii) *seventh*, to the Class S VFN; and
- (b) in respect of payments of principal under the Notes:
 - (i) *first*, to the Class A Notes;
 - (ii) *second*, to the Class B Notes;
 - (iii) *third*, to the Class C Notes;
 - (iv) *fourth*, to the Class D Notes;
 - (v) *fifth*, to the Class Z Notes;
 - (vi) *sixth*, to the Class S Notes; and
 - (vii) *seventh*, to the Class S VFN.

The RC1a Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1a Payments at all times, the RC1b Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1b Payments at all times and are subordinated to all payments due in respect of the Notes, the RC2a Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2a Payments at all times and the RC2b Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2b Payments at all times, and are subordinate to all payments due in respect of the Notes.

Ranking of Payments of Principal:

Payments of principal on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN will be made in Sequential Order **provided that**, at any time (prior to the Step-Up Date) the Class S Notes and the Class S VFN may be redeemed prior to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes, as principal on the Class S Notes and the Class S VFN may be repaid through the Revenue Priority of Payments and any Class S VFN Excess Amounts which will be applied as principal towards repayment of the Class S VFN outside of the Payment Priorities at any time.

The Notes within each class of Notes will rank *pari passu* among themselves at all times in respect of payments of principal to be made to such class.

In respect of each class of Notes the amount of principal, if any, so allocated to that class shall be allocated to each Note in that class *pro rata* to the Principal Liability Outstanding of each such Note in that class, provided always that the amount so allocated shall not exceed the Principal Liability Outstanding of the relevant Note.

For a more detailed overview of the Payments Priorities, see the sections entitled "*Transaction Overview – Overview of Credit Structure and Cash Flow*".

Residual Certificates:

On the Closing Date, the Issuer will also issue to: (a) PML the RC1a Residual Certificates and RC2a Residual Certificates; and (b) Paragon Bank the RC1b Residual Certificates and RC2b Residual Certificates, in each case under the Trust Deed representing the right to receive the RC1a Payments, the RC2a Payments, the RC1b Payments and the RC2b Payments respectively, by way of deferred consideration for the Issuer's purchase of the Mortgage Portfolio (including the Additional Mortgages).

Security:

The Notes and the Residual Certificates are secured and share the same Security together with other Secured Amounts of the Issuer in accordance with the Deed

of Charge as described in further detail in the section entitled "*Security for the Notes*". The security granted by the Issuer includes:

- (a) a first fixed sub-charge over the benefit of the Issuer in the Mortgages (including any Additional Mortgages);
- (b) an assignment by way of security of all right, title, interest and benefit of the Issuer in certain insurance policies relating to the Mortgages;
- (c) an assignment by way of security of the benefit under each Relevant Document;
- (d) an assignment by way of security of all monies standing to the credit of the Transaction Account and any other account of the Issuer;
- (e) a first fixed charge over any Authorised Investments and any other investments of the Issuer; and
- (f) a floating charge with full title guarantee over the Issuer's whole undertaking and all of its property, assets and rights whatsoever other than those subject to a fixed charge or assignment.

Some of the other Secured Amounts rank senior to the Issuer's obligations under the Notes and the Residual Certificates in respect of the allocation of proceeds as set out in the Enforcement Priority of Payments.

On or about the Closing Date: (a) PML as Seller will enter into the PML Collection Account Declaration of Trust under which PML will declare that all direct debit payments made by Borrowers under the Mortgages and all redemption moneys, cheque payments and moneys recovered on the sale of the relevant Properties following enforcement of any Mortgages and certain other sums in respect of the Mortgages which are credited to the PML Collection Account are held on trust for the Issuer until they are applied in the manner described above; and (b) Paragon Bank as Seller will enter into the PB Collection Account Declaration of Trust under which Paragon Bank will declare that all direct debit payments made by Borrowers under the Mortgages and all redemption moneys, cheque payments and moneys recovered on the sale of the relevant Properties following enforcement of any Mortgages and certain other sums in respect of the Mortgages which are credited to the PB Collection Account are held on trust for the Issuer until they are applied in the manner described above.

Interest payable on the Notes:

The interest rate applicable to each class of Notes is described in the sections entitled "*Full Capital Structure of the Notes*" and Condition 4 (*Interest*).

From and including the Step-Up Date, the margin due and payable on each class of Notes (other than the Class Z Notes, the Class S Notes, and the Class S VFN) shall increase, as described in Condition 4 (*Interest*). Interest due and payable on each class of Notes (other than payments of any Normal Interest on the Most Senior Class of Notes) may be deferred in accordance with Condition 4 (*Interest*).

Withholding Tax:

None of the Issuer, the Trustee or any Agent or any other person will be obliged to gross up payments to the Noteholders if there is any withholding or deduction required by law for or on account of taxes, duties, assessments or governmental charges of whatever nature from any payments made to the Noteholders.

Redemption:

The Notes are subject to the following mandatory or optional redemption events:

- (a) on each Interest Payment Date falling within the Further Sale Period, where there are (a) Retained Principal Release Amounts to be applied on such Interest Payment Date (being (i) the amount by which the amount standing to the credit of the Retained Principal Ledger exceeds the Maximum Principal Retained Amount and/or (ii) where PML as Administrator has

determined that it shall release any other amount standing to the credit of the Retained Principal Ledger to the Principal Ledger, for example where the Sellers will have insufficient assets in the forthcoming Collection Period or future Collection Periods) and/or (b) Available Redemption Funds that are (i) not used by the Issuer in respect of the acquisition of Additional Mortgages (including where there are insufficient Additional Mortgages or the Additional Mortgage Conditions are not met) or (ii) not credited to the Retained Principal Ledger (due to the Maximum Principal Retained Amount being exceeded or where PML as Administrator has determined that it shall not credit amounts to the Retained Principal Ledger in accordance with item (v) of the Principal Priority of Payments), mandatory redemption in part of the Class A Notes to Class Z Notes (inclusive) in Sequential Order, as fully set out in Condition 5(a) (*Mandatory Redemption in Part from Available Redemption Funds*);

- (b) on each Interest Payment Date falling on or after the Further Sale Period End Date, mandatory redemption in part of the Notes on such Interest Payment Date subject to availability of Available Redemption Funds (including, following the Step-Up Date, Additional Available Redemption Funds), as fully set out in Condition 5(a) (*Mandatory Redemption in Part from Available Redemption Funds*);
- (c) optional redemption in whole exercisable by the Issuer for tax reasons, as fully set out in Condition 5(c) (*Redemption for Taxation or Other Reasons*);
- (d) optional redemption in whole exercisable on any Interest Payment Date on or after the Step-Up Date, as fully set out in Condition 5(d) (*Optional Redemption in Full*);
- (e) optional redemption in whole exercisable by the Issuer on any Interest Payment Date where the Principal Liability Outstanding of all the Notes on the related Interest Payment Date is less than 10 per cent. of the aggregate Initial Principal Amount of the Notes as at the Closing Date, as fully set out in Condition 5(d) (*Optional Redemption in Full*);
- (f) mandatory redemption in whole on the Final Maturity Date, as fully set out in Condition 5(f) (*Redemption on Maturity*); and
- (g) mandatory redemption in whole pursuant to a Portfolio Purchase, as fully set out in Condition 5(e) (*Mandatory Redemption in full pursuant to a Portfolio Purchase*).

In the case of optional or mandatory redemption pursuant to (c) to (g) above, each Note redeemed will be redeemed in an amount equal to the Principal Liability Outstanding of the relevant Note together with any accrued (and unpaid) interest. Redemption in the case of the Notes (other than the Class A Notes) will include amounts of "**Additional Interest**" which is interest on Deferred Interest but not capitalised up to (but excluding) the date of redemption.

Event of Default: As fully set out in Condition 9 (*Events of Default*) and Residual Certificates Condition 8 (*Events of Default*), which broadly includes:

- non-payment by the Issuer of principal in respect of the Most Senior Class of Notes within 7 days following the due date;
- non-payment by the Issuer of any interest amount representing Normal Interest on the Most Senior Class of Notes within 15 days following the due date;

- breach of contractual obligations by the Issuer under the Relevant Documents which is materially prejudicial to the interests of the holders of the Most Senior Class of Notes; or
- an Issuer Insolvency Event.

On and following delivery of an Enforcement Notice, each Note shall become immediately due and repayable at their/its Principal Liability Outstanding together with all accrued interest.

**Limited
Recourse:**

All the Notes are ultimately limited recourse obligations of the Issuer and, if the Issuer has insufficient funds to pay amounts in full, amounts outstanding will cease to be due and payable as described in more detail in Condition 10 (*Enforcement and Limited Recourse*).

The Residual Certificateholders are only entitled to funds which are available to the Issuer in accordance with the applicable Payments Priorities and therefore the Residual Certificates are limited recourse obligations of the Issuer.

Governing Law: English law.

OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS

See the sections entitled "Terms and Conditions of the Notes" and "Terms and Conditions of the Residual Certificates" for further detail in respect of the rights of Noteholders, rights of the Residual Certificateholders conditions for exercising such rights and relationship with other Secured Creditors.

Prior to an Event of Default: Noteholders holding not less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or, as applicable, Residual Certificateholders holding not less than 10 per cent. of the number of Residual Certificates then in issue are entitled to request the Trustee to hold a Meeting, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction. Noteholders of each Class are also entitled to participate in a Meeting convened by the Issuer or Trustee to consider any matter affecting their interests.

Following an Event of Default: If an Event of Default occurs and is continuing, the holders of not less than 25 per cent. of the aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes (or, **provided that** the Notes have been redeemed in full, the holders of not less than 25 per cent. in number of the Residual Certificates) may by written notice or an Extraordinary Resolution direct the Trustee to give an Enforcement Notice to the Issuer pursuant to which (in the case of an Extraordinary Resolution of the Most Senior Class of Notes) all Notes of each Class shall become immediately due and repayable at their respective Principal Liability Outstanding or (in the case of an Extraordinary Resolution of the Residual Certificates) that all RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable, as applicable, in each case subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction.

The Trustee will not be required to comply with any request or direction from the holders of the Residual Certificates or any Class of them (whether pursuant to Residual Certificates Condition 8 or 9 or otherwise) if the Issuer shall have certified in writing to the Trustee (upon which certificate the Trustee may rely without any duty or obligation to investigate or verify if the same is correct) that no further amounts are payable to the holders of the Residual Certificates in accordance with Residual Certificates Condition 4(e) (*Residual Payments*).

Noteholders and Residual Certificateholders meeting provisions:

	<i>Initial Meeting</i>	<i>Adjourned Meeting</i>
Notice period for Ordinary Resolution:	21 clear days for the initial meeting.	Adjourned meeting held on same day in the next week (or if such day is a public holiday, the next succeeding business day).
Notice period for Extraordinary Resolution:	21 clear days for initial meeting.	Not less than 14 days and not more than 42 days for the adjourned meeting.
Quorum for Ordinary Resolution:	Two or more persons holding or representing not less than 5 per cent. of the Principal Amount	At an adjourned meeting, two or more persons being or representing Noteholders of the

Outstanding of the relevant class or classes of Notes outstanding for the initial meeting or, in the case of Residual Certificates two or more persons present and representing in aggregate not less than 5 per cent. of the relevant Class or Classes of Residual Certificate.

relevant class or classes of Notes outstanding, whatever the Principal Amount Outstanding of the Notes then outstanding held or represented by such person(s) or, in the case of Residual Certificates two or more persons present and representing Residual Certificateholders of the relevant Class or Classes of Residual Certificate, whatever the percentage of the Residual Certificates then outstanding represented by such person.

Quorum for Extraordinary Resolution:

Two or more persons holding or representing greater than 50 per cent. of the Principal Amount Outstanding of the relevant class or classes of Notes outstanding for the initial meeting or, in the case of Residual Certificates two or more persons present and representing in aggregate greater than 50 per cent. of the relevant Class or Classes of Residual Certificate, (other than a Basic Terms Modification (which must be proposed separately to each Class of Noteholders and Residual Certificateholders), which requires two or more persons holding or representing in aggregate greater than 75 per cent. of the Principal Amount Outstanding of the relevant class or classes of Notes then outstanding) or, in the case of Residual Certificates two or more persons present and representing in aggregate greater than

At an adjourned meeting two or more persons being or representing Noteholders of the relevant class or classes of Notes outstanding, whatever the Principal Amount Outstanding of the Notes then outstanding held or represented by such person(s) or, in the case of Residual Certificates two or more persons present and representing Residual Certificateholders of the relevant Class or Classes of Residual Certificate, whatever the percentage of the Residual Certificates then outstanding represented by such person (other than a Basic Terms Modification (which must be proposed separately to each Class of Noteholders and Residual Certificateholders), which requires two or more persons holding or representing greater than in aggregate 25 per cent. of the Principal Amount Outstanding of the relevant class or classes of Notes then outstanding

75 per cent. of the relevant Class or Classes of Residual Certificate. or, in the case of Residual Certificates two or more persons present and representing in aggregate greater than 25 per cent. of the relevant Class or Classes of Residual Certificate).

Required majority of an Extraordinary Resolution: Not less than 75 per cent. of votes cast.

Electronic Consents: Noteholders may also pass an Extraordinary Resolution by way of electronic consents communicated through the electronic communications systems of the clearing system(s) to the Principal Paying Agent or another specified agent and/or the Trustee in accordance with the operating rules and procedures of the relevant clearing system(s) ("**Electronic Consents**"). Such consents are required from Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant class or classes of Notes then outstanding for matters requiring Extraordinary Resolutions. A resolution passed by such means has the same effect as an Extraordinary Resolution.

Basic Terms Modification: Broadly speaking, the following matters are Basic Terms Modifications: changes to payments (timing, method of calculation, reductions or cancellations of amounts due and currency), to effect the exchange, conversion or substitution of the Notes, changes to Payments Priorities, changes to quorum and majority requirements and amendments to the definition of Basic Terms Modification. For the avoidance of doubt, a Base Rate Modification is not a Basic Terms Modification.

Written Resolution References above to any resolution passed by the Noteholders shall include, where the context permits, a resolution in writing signed by or on behalf of Noteholders holding 75 per cent. or more of the aggregate Principal Amount Outstanding of the Notes. Likewise, references above to any resolution passed by the Residual Certificateholders shall include, where the context permits, a resolution in writing signed by or on behalf of all Residual Certificateholders who for the time being are entitled to receive notice of a meeting in accordance with the provisions contained in the Trust Deed.

Relationship between Classes of Noteholders and Residual Certificateholders: Subject to the provisions in respect of a Basic Terms Modification, an Extraordinary Resolution of Noteholders of the Most Senior Class of Notes is binding on all other classes of Notes and Residual Certificates and will override any resolutions to the contrary of the Classes ranking behind the Most Senior Class.

Amendments in respect of Basic Terms Modification require an Extraordinary Resolution of each class of Notes and Residual Certificates then outstanding.

Sellers as Noteholders: On the Closing Date, Paragon Bank will purchase all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN. Subject to retaining a material net economic interest of not less than 5 per cent. in the

securitisation in accordance with the Risk Retention Deed of Covenant, as described in the section "*Certain Regulatory Disclosures*", Paragon Bank may retain or at a later date sell some or all of those Notes in the secondary market.

For the purposes of, *inter alia*, the right to attend and vote at any meeting of Noteholders, any Extraordinary Resolution in writing and any direction made by Noteholders, those Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class Z Notes (if any) which are held by or on behalf of or for the benefit of the Issuer, the Issue Services Provider, PML, PFPLC, Paragon Bank or any of their subsidiaries or holding companies or other subsidiaries of such holding companies (the "**Relevant Persons**"), shall (unless and until ceasing to be so held) be deemed not to remain outstanding, except where one or more Relevant Person holds all the Notes of any class and there is no other class of Notes ranking *pari passu* with, or more junior to, such Notes, which is not wholly beneficially owned by one or more Relevant Persons and **provided that**, in respect of any class of Notes, in relation to a matter (a) relating to a Basic Terms Modification or (b) relating to a meeting of Noteholders which has been convened by any Noteholder that is not a Relevant Person, any Notes which are for the time being held by or on behalf of or for the benefit of a Relevant Person, in each case as beneficial owner, shall be deemed to remain outstanding or in issue, as applicable.

Relationship between Noteholders and Residual Certificateholders and other Secured Creditors:

So long as any Notes are outstanding the Trustee shall, except where expressly provided otherwise, have regard solely to the interests of the Noteholders and Residual Certificateholders and not to the interests of the other Secured Creditors, its only obligation to such other Secured Creditors being to pay to them any monies received by it and available for them in accordance with the applicable Payments Priorities.

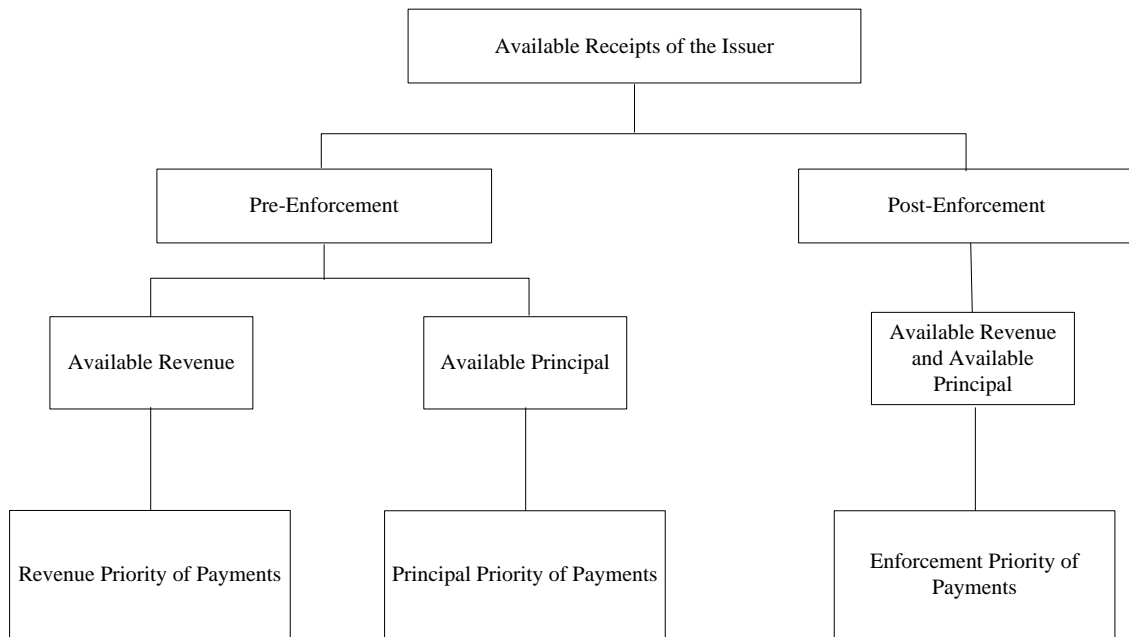
Provision of Information to the Noteholders:

The Issuer shall provide the following information to investors:

- (a) on a monthly basis, certain data in respect of the Mortgage Portfolio; and
- (b) on a quarterly basis, information in respect of the Mortgages, details relating to any repurchases of Mortgages by the Sellers pursuant to the Mortgage Sale Agreement and details with respect to the rates of interest, Note principal and interest payments and other payments by the Issuer.

TRANSACTION OVERVIEW – OVERVIEW OF CREDIT STRUCTURE AND CASHFLOW

See the section entitled "Key Structural Features" for further information in respect of the credit structure and cash flow of the Transaction.



Available Receipts of the Issuer:

The Issuer will have Available Revenue and Available Principal for the purposes of making interest payments and principal payments in respect of the Notes and paying the amounts due and payable to other parties under the Relevant Documents in accordance with the relevant Payments Priorities.

Available Revenue will include, for each Interest Payment Date, the following:

- (a) all revenue received by the Issuer during the immediately preceding Collection Period less any fees and expenses comprised in such revenue amounts which properly belong to third parties;
- (b) interest received by the Issuer on the Transaction Account and income from any Authorised Investments;
- (c) amounts received by the Issuer under the Basis Hedge Agreements (subject to certain exceptions as set out in full in the section entitled "Cashflows and Cash Management" below and in particular except for any Hedge Collateral or proceeds thereof);
- (d) any other net income of the Issuer received during the immediately preceding Collection Period (other than, among other things, (x) principal receipts, and (y) amounts payable to certain third parties (including but not limited to any Swap Tax Credits));
- (e) on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and Class B Liquidity Reserve Fund Excess Amount;
- (f) on the Class B Redemption Date only, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amount in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of

Payments and debiting such amount from the Class A and Class B Liquidity Reserve Fund Ledger);

- (g) on each Interest Payment Date up to and including the Final Redemption Date, the General Reserve Fund Excess Amount;
- (h) if required, Principal Addition Amounts applied to fund a Senior and Junior Expenses Deficit (subject to, in the case of a Senior and Junior Expenses Deficit in respect of interest payable on (i) the Class B Notes, (ii) the Class C Notes or (iii) the Class D Notes, the debit balance of the Principal Deficiency Ledger not exceeding certain limits unless the relevant Class of Notes is the Most Senior Class of Notes);
- (i) amounts representing the revenue element (as reasonably determined by PML as Administrator) of the Portfolio Option Purchase Price received by the Issuer upon sale of the Mortgages comprising the Mortgage Portfolio further to exercise of the Portfolio Option;
- (j) the aggregate of Interest Rate Converted Mortgage Release Amounts calculated by PML as Administrator in respect of such Interest Payment Date;
- (k) the Quarterly MRF Release Amount, which PML as Administrator has determined should be released from the Mortgage Margin Reserve Fund Ledger on such Interest Payment Date; and
- (l) any Conversion MRF Excess Amount or Non-Proceeding Conversion Release Amount.

Available Principal will include, for each Interest Payment Date:

- (a) all principal amounts received by the Sellers in respect of the Mortgages in the Mortgage Portfolio during the immediately preceding Collection Period (including the consideration representing principal paid by each of the Sellers in respect of the repurchase of any Mortgages and their related security and recoveries (representing principal amounts) received in relation to the enforcement of any Mortgages);
- (b) any Revenue Receipts credited to the Principal Deficiency Ledger on the immediately preceding Principal Determination Date;
- (c) any funds retained by the Issuer to be applied in or towards the redemption of the Notes on the immediately preceding Interest Payment Date which were not applied in or towards the redemption of the Notes on such Interest Payment Date;
- (d) on and following the occurrence of a Further Sale Period End Date, all amounts standing to the credit of the Retained Principal Ledger on the immediately following Interest Payment Date;
- (e) any amounts deducted by the Issuer pursuant to items (ii)(A) to (D) of the definition of Available Redemption Funds on the immediately previous Interest Payment Date which were not so applied on the immediately preceding Interest Payment Date;
- (f) on the earlier of (x) the MFA Pre-Funding Reserve Ledger Release Date and (y) the Principal Determination Date immediately preceding the Step-Up Date, any amount which is debited from the

MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on such date; and

- (g) to the extent that the MFA Pre-Funding Reserve Ledger Release Date has not occurred, any amounts debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on or before the Principal Determination Date immediately preceding the Interest Payment Dates falling in each of December 2025, December 2026 and December 2027 pursuant to clause 6.4(d) of the Administration Agreement;
- (h) on the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit and then any General Reserve Fund Release Amount in meeting any Revenue Deficit against the relevant item in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger and/or the General Reserve Fund Ledger in accordance with the Revenue Priority of Payments, in each case on such Final Redemption Date);
- (i) on any Principal Determination Date following the Step-Up Date (and no later than one Business Day from the Interest Determination Date) the Additional Available Redemption Funds (if any), as calculated by PML as Administrator; and
- (j) amounts representing the principal element (as reasonably determined by PML as Administrator) of the Portfolio Option Purchase Price received by the Issuer upon sale of the Mortgages comprising the Mortgage Portfolio further to exercise of the Portfolio Option,

less any amount to be applied to fund a Senior and Junior Expenses Deficit on each Interest Payment Date.

Application of Monies released from the Class A and Class B Liquidity Reserve Fund:

Prior to service of an Enforcement Notice on the Issuer, an amount equal to the Class A and Class B Liquidity Reserve Fund Release Amount will be applied on each Interest Payment Date up to and including the Class B Redemption Date to meet any Class A and Class B Liquidity Deficit existing on such Interest Payment Date against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments.

Application of Monies released from the General Reserve Fund:

Prior to service of an Enforcement Notice on the Issuer, an amount equal to the General Reserve Fund Release Amount will be applied (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amount to meet any Class A and Class B Liquidity Deficit) on each Interest Payment Date to meet any Revenue Deficit existing on such Interest Payment Date against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments.

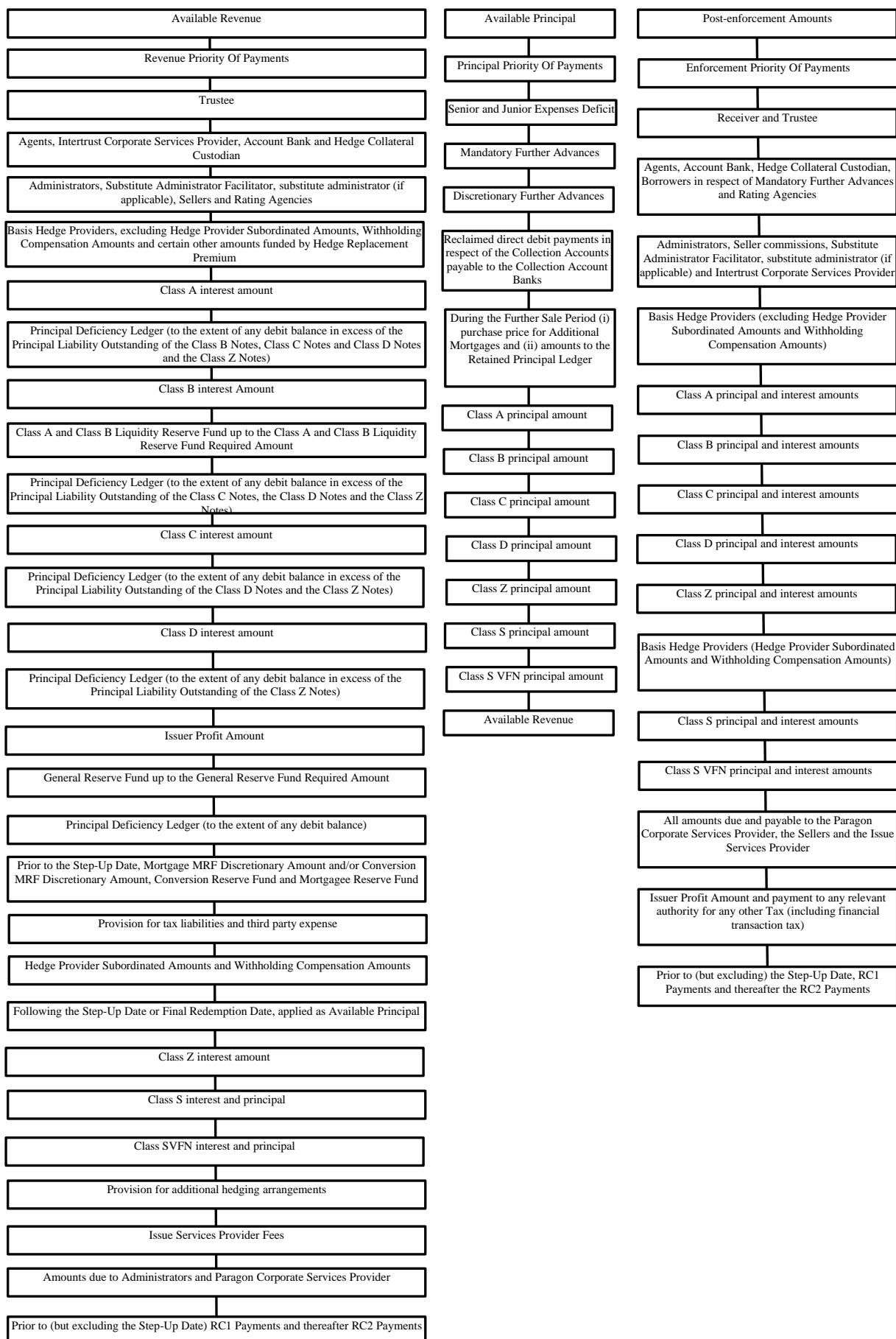
Retained Principal Amounts:

If on any Principal Determination Date immediately preceding an Interest Payment Date during the Further Sale Period, the amount standing to the credit of the Retained Principal Ledger exceeds the Maximum Principal Retained Amount, the amount standing to the credit of the Retained Principal Ledger in excess of the Maximum Principal Retained Amount will be applied on the immediately following Interest Payment Date toward the redemption of first Class A Notes, secondly Class B Notes, thirdly Class C Notes, fourthly Class D Notes and lastly Class Z Notes.

For the avoidance of doubt, any excess is applied outside the Principal Priority of Payments but will be aggregated with the Available Redemption Funds to form total funds available to redeem such classes of Notes.

OVERVIEW OF PAYMENTS PRIORITIES:

Below is an overview of the priorities of payment:



See the sections entitled "*Key Structural Features – Cashflows and Cash Management*" for further information on the Payments Priorities.

Key Structural Features:

The credit enhancement, liquidity support and other key structural features of the Transaction include, broadly, the following:

- during the life of the Notes, the Available Revenue is expected to be sufficient to pay the interest amounts payable in respect of all the classes of Notes and senior costs and expenses of the structure and retain the Issuer Profit Amount;
- the availability of the Class A and Class B Liquidity Reserve Fund, funded on the Closing Date by part of the proceeds of the Noteholders' subscription of the Class S Notes. On each Interest Payment Date, to the extent that there would be a Class A and Class B Liquidity Deficit on such Interest Payment Date, an amount equal to the Class A and Class B Liquidity Reserve Fund Release Amounts shall be debited from the Class A and Class B Liquidity Reserve Fund Ledger immediately prior to the application of Available Revenue pursuant to the Revenue Priority of Payments on such Interest Payment Date and applied to meet any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in such order of priority as such items appear in the Revenue Priority of Payments. After the Closing Date on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and Class B Liquidity Reserve Fund Excess Amount will be applied as Available Revenue and the Class A and Class B Liquidity Reserve Fund will be replenished up to the Class A and Class B Liquidity Reserve Fund Required Amount from Available Revenue in accordance with the Revenue Priority of Payments;
- on the Class B Redemption Date only, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amount in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments and debiting such amount from the Class A and Class B Liquidity Reserve Fund Ledger) will be applied as Available Revenue in accordance with the Revenue Priority of Payments;
- the availability of the General Reserve Fund, funded on the Closing Date by part of the proceeds of the Noteholders' subscription of the Class S Notes. An amount equal to the General Reserve Fund Excess Amount will be debited from the General Reserve Fund and will be applied as Available Revenue on each Interest Payment Date. On each Interest Payment Date, to the extent that there would be a Revenue Deficit on such Interest Payment Date (following application of any Class A and Class B Liquidity Reserve Fund Release Amounts), an amount equal to the General Reserve Fund Release Amounts shall be debited from the General Reserve Fund Ledger immediately prior to the application of Available Revenue pursuant to the Revenue Priority of Payments on such Interest Payment Date and applied to cure such Revenue Deficit. Any General Reserve Fund Release Amounts will be applied to meet any Revenue Deficit against the relevant items in the Revenue Priority of Payments in such order of priority as such items appear in the Revenue Priority of Payments. After the Closing Date, the General Reserve Fund will be replenished up to the General Reserve Fund Required Amount on each Interest Payment Date up to and

including the Final Redemption Date from Available Revenue in accordance with the Revenue Priority of Payments;

- on the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit and then any General Reserve Fund Release Amount to meet any Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments, and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger and/or the General Reserve Fund Ledger in accordance with the Revenue Priority of Payments, in each case on such Final Redemption Date) will be credited to the Principal Ledger and applied as Available Redemption Funds in accordance with the Principal Priority of Payments;
- on each Interest Payment Date up to and including the Final Redemption Date, PML as Administrator will apply as Available Revenue the General Reserve Fund Excess Amount (as determined on the immediately preceding Principal Determination Date);
- availability of Principal Addition Amounts to make up any shortfall in Available Revenue to fund a Senior and Junior Expenses Deficit (subject to, in the case of (i) the Class B Notes, (ii) the Class C Notes or (iii) the Class D Notes, the debit balance of the Principal Deficiency Ledger not exceeding certain limits unless the relevant Class of Notes is the Most Senior Class of Notes);
- availability of investment income provided by the returns in respect of Authorised Investments to be applied as Available Revenue;
- availability of a Mortgage Margin Reserve Fund to supplement (i) interest payments in respect of Mortgages purchased on the Closing Date which have a weighted average rate which is on average less than 2.5 per cent. above Compounded Daily SONIA (or the Alternative Base Rate) in any future Collection Periods; and (ii) interest payments in respect of any Additional Mortgages which are set at a rate which is on average less than 2.5 per cent. above Compounded Daily SONIA (or the Alternative Base Rate) (after taking into account all hedging arrangements entered into by the Issuer and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date). On the Closing Date the Mortgage Margin Reserve Fund will be credited with the Initial Mortgage MRF Required Amount from part of the proceeds of the Noteholders' subscription for the Class S Notes on the Closing Date. The Initial Mortgage MRF Required Amount is £NIL (being equal to nil per cent. of the aggregate Initial Principal Amount of the Notes). On each Further Sale Date, before the Issuer may acquire Additional Mortgages, PML as Administrator will determine the Additional Mortgage MRF Required Amount (if any) in respect of the Additional Mortgages to be acquired by the Issuer from the Sellers on such Further Sale Date and shall transfer such Additional Mortgage MRF Required Amount from the Mortgage MRF Discretionary Fund (if a sufficient amount is standing to the credit thereof) to the Mortgage Margin Reserve Fund. On each Interest Payment Date, PML as Administrator will debit from the Mortgage Margin Reserve Fund Ledger and credit to the Revenue Ledger the Quarterly MRF Release Amount applicable to the Mortgages for the Collection Period ending on the immediately preceding Principal Determination Date. PML as

Administrator will, on the Closing Date from part of the proceeds of the Class S Notes, and may (at its discretion) on each Interest Payment Date (up to but excluding the Step-Up Date) in accordance with the Revenue Priority of Payments fund the Mortgage MRF Discretionary Fund up to the Mortgage MRF Discretionary Amount;

- on the Closing Date, PML as Administrator shall (from part of the proceeds of the Class S Notes) and, following the Closing Date, may (at its discretion) on each Interest Payment Date up to but excluding the Step-Up Date from Available Revenue (to the extent available) in accordance with the Revenue Priority of Payments, fund the Conversion MRF Discretionary Fund in an amount up to the Conversion MRF Discretionary Amount, in order that Conversion MRF Required Amounts can be transferred from the Conversion MRF Discretionary Fund to the Conversion Margin Reserve Fund on the relevant conversion date in respect of any Proposed Interest Rate Converted Mortgages in the relevant Collection Period. On each Interest Payment Date, the aggregate Interest Rate Converted Mortgage Release Amount will be released from the Conversion Margin Reserve Fund Ledger in respect of each Interest Rate Converted Mortgage and applied as Available Revenue;
- availability of an MFA Pre-Funding Reserve Ledger to fund the purchase of Mandatory Further Advances by the Issuer on any date following the Closing Date, subject to clause 6.4(d) of the Administration Agreement, up to and including the earlier to occur of (a) the Principal Determination Date immediately preceding the Step-Up Date and (b) the MFA Pre-Funding Reserve Ledger Release Date (determined by PML as Administrator); and
- availability of interest hedging arrangements provided by the Basis Hedge Providers to hedge against the possible variance between the interest rates payable in respect of the Fixed Rate Mortgages and the interest payable in respect of the Notes.

See the section entitled "*Key Structural Features*" for further information.

**Class A and Class B
Liquidity Deficit:**

On any Interest Payment Date, an amount equal to any shortfall in Available Revenue (where such Interest Payment Date falls on the Class B Redemption Date, excluding items (f), (g) and (h) of the definition of Available Revenue) to pay: (a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments); and (b) the amounts referred to in item (vi) in the Revenue Priority of Payments.

See the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*" for further information.

Revenue Deficit:

On any Interest Payment Date an amount equal to any shortfall in Available Revenue after application of the Class A and Class B Liquidity Reserve Fund Release Amounts to pay: (a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments); (b) the amounts referred to in item (vi) in the Revenue Priority of Payments; (c) the amounts referred to in item (ix) in the Revenue Priority of Payments only if and to the extent that the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of the Principal Liability Outstanding of the Class D Notes and the Class Z Notes; and (d) the amounts referred to in item (xi) in the Revenue Priority of Payments only if and to the extent that the sum of the debit balance on the Principal Deficiency Ledger,

when expressed as a positive amount, does not exceed the aggregate of the Principal Liability Outstanding of the Class Z Notes.

See the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*" for further information.

Senior and Junior Expenses Deficit:

On any Interest Payment Date an amount equal to the aggregate of any shortfall in Available Revenue following the application of any General Reserve Fund Release Amount and any Class A and Class B Liquidity Reserve Fund Release Amount is insufficient to pay or provide for:

(a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments);

(b) the amounts referred to in item (vi) in the Revenue Priority of Payments in accordance with clause 6.1(b) of the Deed of Charge only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed: (i) 10 per cent. of the Principal Liability Outstanding of the Class B Notes, and (ii) the Principal Liability Outstanding of the Class C Notes, the Class D Notes and the Class Z Notes, or b) the Class B Notes are the Most Senior Class of Notes;

(c) the amounts referred to in item (ix) in the Revenue Priority of Payments in accordance with clause 6.1(b) of the Deed of Charge only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed: (i) 10 per cent. of the Principal Liability Outstanding of the Class C Notes, and (ii) the Principal Liability Outstanding of the Class D Notes and the Class Z Notes or b) the Class C Notes are the Most Senior Class of Notes; and

(d) the amounts referred to in item (xi) in the Revenue Priority of Payments in accordance with clause 6.1(b) of the Deed of Charge only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed: (i) 10 per cent. of the Principal Liability Outstanding of the Class D Notes, and (ii) the Principal Liability Outstanding of the Class Z Notes or b) the Class D Notes are the Most Senior Class of Notes.

See the section entitled "*Key Structural Features – Credit Enhancement and Liquidity Support*" for further information.

Principal Deficiency Ledger:

The Principal Deficiency Ledger will be established to record as a debit:

- (a) any principal losses incurred on the Mortgages;
- (b) the use of any Principal Receipts to fund a Senior and Junior Expenses Deficit;
- (c) certain expenses of the Issuer in respect of reclaimed direct debt payments; and
- (d) any losses realised by the Issuer on the Mortgages as a result of the failure of the Collection Account Bank to remit funds to the Issuer.

Available Revenue will be credited to the Principal Deficiency Ledger on each Interest Payment Date to reduce the debit balance (if any) of the Principal Deficiency Ledger (and form part of the Available Redemption Funds) in accordance with the Revenue Priority of Payments.

The principal losses incurred on the Mortgages and/or the amount of principal (which would otherwise have constituted Available Principal) used

to fund a Senior and Junior Expenses Deficit will be allocated to the Notes and recorded as a debit to the Principal Deficiency Ledger.

Issuer Accounts and Cash Management:

Revenue receipts and principal receipts in respect of the Mortgages are received by the Sellers in the Collection Accounts. Each Seller (and where relevant, the relevant Administrator) is obliged to transfer collections in respect of the Mortgages to the Transaction Account on the Business Day following the date of collection or as soon as practicable thereafter. On or prior to each Interest Payment Date, all amounts standing to the credit of the Transaction Account will be applied in accordance with the relevant priority of payments.

Summary of key terms of Basis Hedge Agreements:

Payments under the swaps entered into under the Basis Hedge Agreements to hedge the Fixed Rate Mortgages shall be made quarterly on each Interest Payment Date.

To the extent any Swap Premium arises pursuant to a Basis Hedge Agreement, such Swap Premium shall be wholly funded by subscription proceeds under the Class S VFN.

See the section "*Hedging Arrangements – Interest rate basis hedging arrangements*" for further information.

TRANSACTION OVERVIEW – OVERVIEW OF THE MORTGAGE PORTFOLIO AND ADMINISTRATION

See the sections entitled "The Mortgages", "The Provisional Mortgage Pool" and "Mortgage Administration" for further information in respect of the Mortgages.

Mortgage Portfolio: The "**Mortgage Portfolio**" means the portfolio of loans, mortgages and all moneys derived therefrom sold to the Issuer by PML and Paragon Bank on the Closing Date and thereafter by the Sellers on any date up to (but excluding) the Further Sale Period End Date.

On the Closing Date, the Issuer will acquire the Closing Date Mortgage Portfolio from PML and Paragon Bank which will be comprised of Mortgages selected from the Provisional Mortgage Pool.

Additional Mortgages may be purchased by the Issuer from the Sellers on the relevant Further Sale Dates in accordance with the terms of the Mortgage Sale Agreement and subject to the satisfaction of the relevant Additional Mortgage Conditions. Purchases of Additional Mortgages are discretionary such that the Issuer is not obliged to purchase any Additional Mortgages.

There will be no substitution of the Mortgages as existing Mortgages repay or are repurchased in accordance with the terms of the Mortgage Sale Agreement. See the section entitled "Mortgage Administration" for more information.

Features of Mortgages:

The following is a summary of certain features of the Mortgages included in the Provisional Mortgage Pool as at the Provisional Pool Date. Investors should refer to, and carefully consider, further details in respect of the Mortgages included in the Provisional Mortgage Pool as set out in the section entitled "The Provisional Mortgage Pool".

The Mortgages in the Mortgage Portfolio are all secured by first priority charges over freehold or leasehold properties in England and Wales.

Type of Borrower	Corporate and individual
Type of Mortgage	Buy-to-let repayment loans Buy-to-let Interest-only mortgages which in certain circumstances can be converted to a repayment basis
Total Mortgages in the Provisional Mortgage Portfolio	£918,647,678.64
Repayment Mortgages in the Provisional Mortgage Portfolio	£43,904,460.72
Interest-only Mortgages (Optional switch to a repayment basis) in the Provisional Mortgage Portfolio	£874,743,217.92

Weighted average of the Provisional	Minimum in the Provisional Mortgage Portfolio	Maximum in the Provisional
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	<u>Mortgage Portfolio</u>		<u>Mortgage Portfolio</u>
Outstanding Current Balance (£)	214,838.09	1,000.00	2,276,575.00
LTV Ratio at origination (%)	70.25%	9.23%	85.98%
Current LTV Ratio (%)	69.44%	1.05%	81.95%
Current Interest Rate (% per annum)	4.470%	2.850%	8.850%
Seasoning (months)	34.29	0.66	148.76
Remaining Term (years)	18.77	1.08	25.00

See the section entitled "*The Provisional Mortgage Pool*" for further information and for an explanation of the terms and figures used in the table above.

Consideration:

The consideration payable by the Issuer to each Seller in respect of its acquisition of each Mortgage on the Closing Date shall be equal to the aggregate of:

- (a) the Initial Purchase Consideration equal to the principal balance of each Mortgage sold to the Issuer by that Seller, the Amortised Cost Adjustment Amount (which will be wholly funded by subscription proceeds under the Class S VFN); and
- (b) Deferred Purchase Consideration payable in accordance with the Mortgage Sale Agreement, the Residual Certificates Conditions and the relevant priority of payments.

The right to such Deferred Purchase Consideration will be represented by Residual Certificates to be issued by the Issuer and delivered to, or at the direction of, the Sellers on the Closing Date. Payments on the Residual Certificates will be due and payable by the Issuer to the Residual Certificate Holders from the Closing Date and prior to the service of an Enforcement Notice by the Trustee to the Issuer on each Interest Payment Date, out of excess Available Revenue (after application of Available Revenue in accordance with the Revenue Priority of Payments).

Deferred Purchase Consideration will be due and payable by the Issuer to the Residual Certificate Holders following the service of an Enforcement Notice by the Trustee to the Issuer from Post-Enforcement Amounts in accordance with the Enforcement Priority of Payments.

See the section entitled "*The Mortgages – Acquisition of Mortgages*" for further information.

**Conditions for the
acquisition of
Additional Mortgages:**

The Issuer will be entitled to apply: (a) on any Interest Payment Date amounts received in accordance with the Principal Priority of Payments; and (b) on any Business Day (other than an Interest Payment Date) amounts standing to the credit of the Retained Principal Ledger or the Principal Ledger, in purchasing Additional Mortgages from the Sellers to the extent that mortgages are available for purchase on their respective balance sheets at any

time up to (but excluding) the Further Sale Period End Date if and to the extent that the Issuer is permitted to do so by, and in accordance with, the Mortgage Sale Agreement and the Administration Agreement. In particular, any such purchase of Additional Mortgages, where applicable, by the Issuer will be subject to certain conditions including (the "**Additional Mortgage Conditions**") (amongst other things):

- (a) the relevant Further Sale Date falls on a date which is prior to the Step-Up Date;
- (b) no Seller Asset Warranty (as at such Further Sale Date) is breached in respect of any Additional Mortgages to be acquired by the Issuer from the Sellers on such Further Sale Date and neither Seller is in breach of its obligation to repurchase Mortgages and their related security which are in breach of any Seller Asset Warranty given by the Sellers (see "*Repurchases of the Mortgages*" below);
- (c) following the addition of the Additional Mortgages to the Mortgage Portfolio on the relevant Further Sale Date, the weighted average Current LTV Ratio of all Mortgages in the Mortgage Portfolio will not exceed 75 per cent.;
- (d) either: (x) the weighted average interest rate applicable to the Current Balance of all Mortgages in the Mortgage Portfolio (including any Additional Mortgages acquired on such Further Sale Date) after taking into account any Basis Hedge Agreements and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date is not less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent. or (y) if such weighted average interest rate is less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent, the amount standing to the credit of the Mortgage Margin Reserve Fund on such Further Sale Date is equal to or greater than the Adjusted Mortgage MRF Required Amount;
- (e) the amount standing to the credit of the MFA Pre-Funding Reserve Ledger or the Principal Ledger is sufficient to cover Mandatory Further Advances;
- (f) PML as Administrator will within 30 days of the relevant Further Sale Date, arrange for the Issuer to enter into a Basis Hedge Agreement to hedge the fixed-floating interest rate exposure in relation to such Additional Mortgage;
- (g) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages with a Current LTV Ratio of more than 77 per cent. will not exceed 20 per cent. of the aggregate Current Balance of all of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (h) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in London is not greater than 40 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (i) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in the South East of England is not greater than 40 per cent. of the aggregate Current Balance of the

Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;

- (j) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in a single geographic region other than London and South East of England is not greater than 20 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (k) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are classed as houses in multiple occupation is not greater than 40 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (l) following the addition of the Additional Mortgages to the Mortgage Portfolio, the weighted average Rental Cover to all the Mortgages in the Mortgage Portfolio is not less than 125 per cent.;
- (m) the remaining fixed rate period applicable to each Additional Mortgage that is a Fixed Rate Mortgage will not be longer than 5 years and 6 months as at the relevant Further Sale Date;
- (n) the reversionary interest rate of the Additional Mortgage(s) is the relevant Legal Title Holder's standard variable rate;
- (o) no Further Sale Period Termination Event has occurred or would occur as a result of the sale and purchase of the Additional Mortgage(s);
- (p) no Additional Mortgage to be purchased is an Arrears Mortgage;
- (q) as at the relevant Further Sale Date, (where the Residual Certificates are represented by Definitive Residual Certificates) more than 50 per cent. of the Residual Certificates are held by a Paragon Banking Group Company or (where the Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in more than 50 per cent. of the Residual Certificates is held by a Paragon Banking Group Company;
- (r) there being no debit balance on the Principal Deficiency Ledger following amounts having been applied in accordance with the Payments Priorities on the preceding Interest Payment Date;
- (s) on such Further Sale Date, Additional Mortgages which are Fixed Rate Mortgages may only be purchased by the Issuer where the weighted average swap rate calculated by PML as Administrator by reference to the interest swap rates and notional values disclosed in (a) the Basis Hedge Agreements as at the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date) and (b) the Basis Hedge Agreements (if any) entered into by the Issuer since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date), does not exceed 4 per cent.;
- (t) on each Further Sale Date Additional Mortgages which are Fixed Rate Mortgages may only be purchased by the Issuer where the product (calculated by PML as Administrator) of (a) the weighted

average time in years to the end of the fixed rate period in respect of the Fixed Rate Mortgages in the Portfolio together with the Additional Mortgages which are Fixed Rate Mortgages to be purchased on such Further Sale Date and (b) the Current Balance of the Fixed Rate Mortgages in the Portfolio together with the Fixed Rate Loans to be purchased on such Further Sale Date divided by the Current Balance of the Mortgages in the Portfolio together with the Additional Mortgages to be purchased on such Further Sale Date, does not exceed 5.25; and

- (u) on each Further Sale Date, the sum of (a) the notional value of the outstanding Basis Hedge Agreements entered into by the Issuer on or before the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date), and (b) the notional value of any Basis Hedge Agreements entered into by the Issuer since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date) must not exceed or be less than (by greater than £15 million), the sum of the Current Balance of: (A) all Fixed Rate Mortgages as at the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date); and (B) any Additional Mortgages which are Fixed Rate Mortgages purchased since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date); and
- (v) that PML and/or Paragon Bank and/or PBG and/or any holding company or subsidiary of PBG (a "**Paragon Banking Group Company**") are the Administrators and no Administrator Termination Event has occurred in respect of PML or Paragon Bank (or any Paragon Banking Group Company) in its capacity as an Administrator,

provided that, for so long as Paragon Bank or its affiliates are the beneficial owner of all of the Notes and all of the Residual Certificates, Paragon Bank may, in its sole discretion, waive any of the above Additional Mortgage Conditions in relation to any Additional Mortgages to be purchased on a Further Sale Date, provided that:

- (i) the Rating Agencies have been given prior written notice of Paragon Bank's intention to waive any of the above Additional Mortgage Conditions; and
- (ii) the Rating Agencies have indicated that such action would not result in (A) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (B) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent).

For the purposes of this Prospectus:

"Arrears Mortgages" means Mortgages which will have outstanding arrears in excess of one current monthly payment.

"Current LTV Ratio" means, on any date, in respect of a Mortgage, the amount (expressed as a percentage) which is obtained by dividing the aggregate of the Current Balance of such Mortgage by the most recently

performed valuation in respect of the Property which is the subject of such Mortgage.

"Further Sale Date" means, if applicable, in relation to any sale and purchase of Additional Mortgages, each date on which a sale and purchase is completed subject to, and in accordance with, the terms of the Mortgage Sale Agreement.

"Further Sale Period End Date" means the earlier of (a) the Step-Up Date; and (b) the occurrence of a Further Sale Period Termination Event.

"Further Sale Period Termination Event" means:

- (a) an Event of Default;
- (b) an Insolvency Event in respect of either Seller;
- (c) an unremedied breach by either Seller of any of their respective obligations under the Relevant Documents;
- (d) on any Interest Payment Date, the aggregate amount debited to the Principal Deficiency Ledger in respect of enforcement of Mortgages since the Closing Date (including any Additional Mortgages sold on Further Sale Dates (as applicable)) exceeds 1 per cent. of the Initial Principal Amount of the Notes (excluding for such purposes the Class S Notes and the Class S VFN);
- (e) on any Interest Payment Date, the amount standing to the credit of the General Reserve Fund is less than the General Reserve Fund Required Amount;
- (f) on any Interest Payment Date, the amount standing to the credit of the Class A and Class B Liquidity Reserve Fund is less than the Class A and Class B Liquidity Reserve Fund Required Amount; and
- (g) on any Principal Determination Date, the then Current Balances of Mortgages which are then more than three months in arrears in aggregate constitute more than 3 per cent. of the then aggregate Current Balance of all Mortgages in the Mortgage Portfolio (and for these purposes a Mortgage will be more than three months in arrears at any time if, at such time, amounts totalling in aggregate more than three times the then current monthly payment due from the borrower under such Mortgage have not been paid and/or have been capitalised within the 12 months immediately preceding such time).

"Mortgage Documentation" means, in the case of any Individual Mortgage and any Corporate Mortgage, the documents listed in schedule 2 to the Mortgage Sale Agreement or such other documents as may have been used in connection with such Mortgages, the use of which PML as Administrator determines, in its reasonable opinion, would not adversely affect the then current ratings of the Notes.

"Purchase Date" means: (a) in relation to the sale and purchase of the Mortgages on the Closing Date, the Closing Date; and (b) in relation to any sale and purchase of Additional Mortgages, if any, the relevant Further Sale Date.

"Rental Cover" means:

- (a) for the purpose of Mortgages originated prior to 12 December 2016:

- (i) for single self-contained units, the annual rental income divided by the annual interest payment due on the mortgage calculated on an interest-only basis at 5 per cent.; or
 - (ii) for non-single self-contained units (HMO properties and multi-unit properties), the annual rental income divided by the annual interest payment due on the mortgage calculated on an interest-only basis at 7 per cent.; and
- (b) for the purpose of Mortgages originated on or after 12 December 2016:
- (i) for Fixed Rate Mortgages with an initial fixed rate term of 5 years or more, the annual rental income divided by the annual interest payment due on the mortgage calculated on an interest-only basis, where the Sellers have used a range of reference rates (as market conditions have changed over time) in accordance with the practices of a reasonably prudent mortgage lender to calculate the annual mortgage interest payment, at (a) 4 per cent.; (b) 4.25 per cent.; (c) 4.5 per cent.; (d) 5 per cent.; (d) 5.5 per cent.; (e) 5.75.; per cent.; (f) 6.5 per cent. and (g) 7 per cent. as applicable or the product charging rate whichever is higher; or
 - (ii) for Fixed Rate Mortgages with an initial fixed rate term of less than 5 years prior to moving to the reversionary rate, the annual rental income divided by the annual interest payment due on the mortgage calculated on an interest-only basis at 5.5 per cent. or the product charging rate plus 2 per cent. whichever is higher.

MFA Pre-Funding Reserve Ledger

On the Closing Date, it is expected that the Issuer will credit an amount equal to 0.08 per cent. of the Initial Principal Amount of the Notes to the MFA Pre-Funding Reserve Ledger of the Transaction Account. The Issuer will apply amounts standing to the credit of the MFA Pre-Funding Reserve Ledger in purchasing Mandatory Further Advances (prior to the use of Available Principal) at any time up to and including the earlier to occur of (a) the Principal Determination Date immediately preceding the Step-Up Date and (b) the MFA Pre-Funding Reserve Ledger Release Date if and to the extent that the Issuer is permitted to do so by, and in accordance with, the Mortgage Sale Agreement and the Administration Agreement.

To the extent the MFA Pre-Funding Reserve Ledger Release Date has not occurred, clause 6.4(d) of the Administration Agreement may require PML as the Administrator, in certain circumstances, to debit, on or before the Principal Determination Dates relating to the Interest Payment Dates falling in each of December 2023, December 2024, December 2025 and December 2026, amounts from the MFA Pre-Funding Reserve Ledger and credit such amounts to the Principal Ledger. Such amounts must then be applied either to purchase Mandatory Further Advances or Additional Mortgages on or before the immediately following Interest Payment Date or as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date. The outstanding credit balance of the MFA Pre-Funding Reserve Ledger (if any) shall be debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on the earlier of (x) the MFA Pre-Funding Reserve Ledger Release Date and (y) the Principal Determination Date immediately preceding the Step-Up Date. Following the crediting of such amounts to the Principal Ledger, such amounts shall be applied as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date or by the Issuer in purchasing Additional Mortgages.

Representations and Warranties:

Each Seller will grant the Seller Asset Warranties to the Issuer and the Trustee on the Closing Date and each Further Sale Date on which Mortgages are purchased by the Issuer, in respect of the Mortgages sold by that Seller to the Issuer on such date.

The Seller Asset Warranties include the following warranties in respect of each Mortgage:

- first ranking security in respect of properties located in England or Wales;
- satisfaction of Sellers' lending guidelines as at the Closing Date and each Further Sale Date subject to such waiver as might be within the discretion of a reasonably prudent mortgage lender;
- final maturity date of each Mortgage is no later than 30 November 2053;
- PML and Paragon Bank are the beneficial owners of each Mortgage acquired by the Issuer on the Closing Date;
- the relevant Seller is the beneficial owner of each Mortgage on each Further Sale Date;
- no Mortgage is subject to any right of set-off; and
- no obligation to make a Further Advance if a borrower is in breach of the Mortgage Conditions.

See the section entitled "*The Mortgages – Searches and Warranties in respect of the Mortgages*" for further information.

Repurchases of the Mortgages:

The relevant Seller of a Mortgage to the Issuer shall repurchase such Mortgage and its related security in the following circumstances:

- upon material breach of any Seller Asset Warranty given by that Seller either which is not capable of remedy or, which, if capable of remedy, the Seller failed to remedy within 28 calendar days;
- if certain determinations are made in respect of the Mortgage by a court, other competent authority or any ombudsman;
- the first two payments due in respect of any Mortgage have fallen due and have not been received in full; and/or
- if an Administrator intends to agree to any request by a Borrower to convert its Mortgage (or, in the case of a default by a Borrower, itself elects to convert such Borrower's Mortgage) to an Interest Rate Converted Mortgage and the Interest Rate Converted Mortgage Conditions are not satisfied on the date of conversion.

See the section entitled "*Transaction Overview - Overview of the Terms and Conditions of the Notes – Redemption*" and Condition 5 (*Redemption and Purchase*).

Consideration for repurchase:

Consideration payable by a Seller in respect of the repurchase of a Mortgage shall be equal to the Current Balance of that Mortgage as at the date of the completion of the repurchase and accrued (but unpaid) interest relating thereto.

Perfection Events:

Legal title to the Mortgages will not be vested in the Issuer on the Closing Date and will not take place until certain perfection events occur under the

terms of the Mortgage Sale Agreement. See the section entitled "*Perfection Events*" under "*Triggers Tables – Non-Rating Triggers Table*" below for further information.

Prior to the completion of the transfer of the legal title to the Mortgages, the Issuer will be subject to certain risks as set out in the section entitled "*Risk Factors – Affecting the Mortgages – Perfection of title*".

Further Advances in respect of the Mortgages:

The Sellers may be required to make Mandatory Further Advances in respect of the Mortgages. The Issuer expects to fund Mandatory Further Advances firstly from the MFA Pre-Funding Reserve and secondly from Available Principal in accordance with the Principal Priority of Payments.

The relevant Administrator on behalf of the Issuer may make and fund Discretionary Further Advances in respect of any Mortgage from Available Principal in an aggregate amount up to 16 per cent. of the Initial Principal Amount of the Notes if the lending criteria, so far as applicable and subject to such waivers as might be within the discretion of a reasonably prudent mortgage lender, and certain other conditions are satisfied at the relevant time. The Issuer expects to fund any Discretionary Further Advances from Available Principal moneys in accordance with the Principal Priority of Payments.

See the section entitled "*Mortgage Administration – Further Advances*" for further information.

Conversion of Mortgages:

The relevant Administrator may as part of an arrears management programme agree to convert a Mortgage administered by it from an Interest-only Mortgage or, as the case may be, Optional Repayment Mortgage to a Repayment Mortgage (but not any other type of mortgage) or from a Repayment Mortgage to an Interest-only Mortgage or, as the case may be, Optional Repayment Mortgage (but not any other type of mortgage) at any time without limit and without any further condition or consent being required (the relevant Mortgage after such conversion being herein referred to as an "**Arrears Converted Mortgage**").

The relevant Administrator may (but shall not be obliged to), if the Paragon Banking Group Companies hold (where the Residual Certificates are represented by Definitive Residual Certificates) 50 per cent. or more in number of the Residual Certificates or (where the Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in 50 per cent. or more in number of the Residual Certificates, agree to any request by a Borrower to convert its Mortgage (or, in the case of a default by a Borrower, may itself elect to convert such Borrower's Mortgage) to a Mortgage of a different interest type with a different interest rate (the relevant Mortgage after such conversion being referred to as an "**Interest Rate Converted Mortgage**") **provided that** the following conditions (the "**Interest Rate Converted Mortgage Conditions**") are satisfied:

- (a) that no Event of Default has occurred which is then continuing unwaived at the time of the proposed conversion;
- (b) that the Interest Rate Converted Mortgage will be on the terms of the relevant Mortgage Documentation which terms have not been varied in any material respect other than in respect of the interest rate applicable;
- (c) that the conversion of the applicable Mortgage is effected by such means as would be adopted by a reasonably prudent residential mortgage lender for the purpose of ensuring the validity and priority of the applicable Mortgage;

- (d) no conversion shall extend the final maturity date of the relevant Mortgage to a date falling later than 30 November 2053;
- (e) if the applicable Interest Rate Converted Mortgage is to be converted into a Fixed Rate Mortgage, the relevant Administrator will within 30 days following the conversion, enter into a Basis Hedge Agreement to hedge the fixed-floating interest rate exposure in relation to such Interest Rate Converted Mortgage;
- (f) Mortgages may only be converted to Fixed Rate Mortgages by the relevant Administrator where, as at the date of conversion, the weighted average swap rate calculated by PML as Administrator by reference to the interest swap rates and notional values disclosed in (a) the Basis Hedge Agreements as at the immediately preceding Principal Determination Date (or in the case of conversions occurring in the first Collection Period, the Closing Date) and (b) the Basis Hedge Agreements (if any) entered into by the Issuer since the immediately preceding Principal Determination Date (or in the case of the first Collection Period, the Closing Date), does not exceed 4 per cent.;
- (g) Mortgages may only be converted to Fixed Rate Mortgages by the relevant Administrator where, as at the date of conversion, the product (calculated by the Administrator) of (a) the weighted average time in years to the end of the fixed rate period in respect of the Fixed Rate Mortgages in the Portfolio together with the Mortgages to be converted to Fixed Rate Mortgages on such date and (b) the Current Balance of the Fixed Rate Mortgages in the Portfolio together with the Mortgages to be converted to Fixed Rate Mortgages on such date divided by the Current Balance of the Mortgages in the Portfolio together with the Mortgages to be converted to Fixed Rate Mortgages on such date, does not exceed 5.25;
- (h) the relevant Borrower in respect of such Interest Rate Converted Mortgage is not more than one month in arrears (other than default by a Borrower where the relevant Administrator itself has elected to convert such Borrower's Mortgage to an Interest Rate Converted Mortgage);
- (i) Mortgages may only be converted to Fixed Rate Mortgages by the relevant Administrator where, as at the date of conversion, the sum of the notional value of (a) the Basis Hedge Agreements as at the immediately preceding Principal Determination Date (or in the case of conversions occurring in the first Collection Period, the Closing Date) and (b) the Basis Hedge Agreements (if any) entered into by the Issuer since the immediately preceding Principal Determination Date (or in the case of conversions occurring in the first Collection Period, the Closing Date), must not exceed or be less than (by greater than £15 million), the sum of the Current Balance of all Fixed Rate Mortgages;
- (j) the conversion takes place on or prior to the Step-Up Date;
- (k) amounts standing to the credit of the Conversion Margin Reserve Fund Ledger are equal to or greater than the Conversion MRF Required Amount as at the conversion date taking into account such Interest Rate Converted Mortgage, funded from amounts standing to the credit of the Conversion MRF Discretionary Fund Ledger; and
- (l) that PML and/or Paragon Bank and/or PBG and/or any holding company or any Paragon Banking Group Company are the

Administrators and no Administrator Termination Event has occurred in respect of PML or Paragon Bank (or any Paragon Banking Group Company) in its capacity as an Administrator.

The relevant Administrator shall, on the last Business Day of each month identify each Mortgage that shall become an Interest Rate Converted Mortgage in the Collection Period commencing in the calendar month immediately succeeding such Business Day subject to the Interest Rate Converted Mortgage Conditions being satisfied in respect of such Mortgage on the date of conversion (each such Mortgage, a "**Proposed Interest Rate Converted Mortgage**").

PML, as Administrator, may, on each Interest Payment Date, debit the Revenue Ledger and credit the Conversion MRF Discretionary Fund Ledger in accordance with the Revenue Priority of Payments in order to fund the Conversion MRF Discretionary Fund with the Conversion MRF Discretionary Amount. PML as Administrator shall transfer amounts (if available) from the Conversion MRF Discretionary Fund Ledger to the Conversion Margin Reserve Fund Ledger on the relevant conversion date in respect of any Proposed Interest Rate Converted Mortgage, in order that the Conversion Margin Reserve Fund Ledger is credited with the Conversion MRF Required Amount in respect of such Proposed Interest Rate Converted Mortgage.

The relevant Administrator may elect to convert a Mortgage administered by it from an Interest-only Mortgage or, as the case may be, Optional Repayment Mortgage into a Repayment Mortgage (but not any other type of mortgage), but not from a Repayment Mortgage into an Interest-only Mortgage or, as the case may be, Optional Repayment Mortgage (the relevant Mortgage after such conversion being referred to as a "**Repayment Converted Mortgage**") and take steps to effect such conversion.

See the sections entitled "*Key Structural Features — Credit Enhancement and Liquidity Support — Liquidity support provided by Conversion Margin Reserve Fund*" and "*Mortgage Administration — Conversion of Mortgages*" below.

Accordingly, any Interest Rate Converted Mortgage, Repayment Converted Mortgage or Mortgages converted as part of an arrears management programme may differ from the Mortgages described under the section entitled "*The Mortgages*".

Insurances:

The Sellers recommend that, in the case of Individual Mortgages, borrowers or, in the case of Corporate Mortgages, guarantors, arrange term life assurance but, in the majority of cases, no security will be or has been taken over such assurance. Even if such policies were taken out, in the case of Individual Mortgages, borrowers or, in the case of Corporate Mortgages, guarantors, may not have been making payment in full or on time of the premium due on the relevant policies, which may therefore have lapsed and/or no further benefits may be accruing thereunder.

The Issuer will be noted on the Block Policy and named as insured in the Mortgage Impairment Contingency Policy. See the section entitled "*Insurance Coverage*" for further information.

For the purposes of this Prospectus:

"**Mortgage Documentation**" means, in the case of any Individual Mortgage and any Corporate Mortgage, the documents listed in schedule 2 to the Mortgage Sale Agreement or such other documents as may have been used in connection with such Mortgages, the use of which PML as Administrator

determines, in its reasonable opinion, would not adversely affect the then current ratings of the Notes.

Administration of the Mortgage Portfolio:

The Administrators will be appointed by the Sellers and the Issuer (and to the extent of its interest as sub mortgagee, in certain circumstances the Trustee) to administer the Mortgage Portfolio on a day-to-day basis. The appointment of the Administrators may be terminated by the Issuer or the Trustee upon the occurrence of an Administrator Termination Event with respect to either Administrator, which, amongst other things, includes:

- material non-performance;
- payment default; and
- an Insolvency Event in relation to an Administrator.

provided that if the relevant event has occurred in relation to only one of the Administrators (and in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (a) to (c) (inclusive) of the definition thereof, only during the period in which PML and Paragon Bank are the providers of the services under the Administration Agreement), (x) the event shall (in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (c), (d) or (e) of the definition thereof) be deemed to be remedied, (y) (in the case of any Administrator Termination Event) for all purposes under the Relevant Documents no Administrator Termination Event shall have occurred and, for the avoidance of doubt, any termination of the Administrators that occurs with immediate effect on the occurrence of an Administrator Termination Event shall be deemed not to have occurred and (z) the event shall (in the case of any Administrator Termination Event) entitle the appointment of the defaulting Administrator only to be terminated, if the non-defaulting Administrator (in its absolute discretion), gives notice to the Trustee, the Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event and the non-defaulting Administrator takes over all the rights and obligations under the Relevant Documents of the relevant Administrator in relation to which the relevant event occurred (**provided that** in the case of the relevant event being an Administrator Termination Event under limbs (a), (b), (d) or (e) of the definition thereof, the non-defaulting Administrator has remedied the relevant event prior to giving such notice and the non-defaulting Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability).

Each Administrator may also resign upon giving 6 months' notice provided a replacement administrator has been appointed by the Issuer.

In the absence of an Administrator Termination Event, Noteholders have no right to instruct the Trustee to terminate the appointment of the Administrators. Once an Administrator Termination Event has occurred, the Most Senior Class of Noteholders may, by Extraordinary Resolution, instruct the Trustee to terminate the appointment of the Administrators (any instruction to the Trustee being subject to its prior indemnification, security or pre-funding to its satisfaction).

See the section entitled "*Mortgage Administration*" and the risk factor "*Administration by the Administrators*" for further information.

Delegation by Administrator:

Each Administrator may in some circumstances delegate or sub-contract some or all of its responsibilities and obligations under the Administration Agreement. However, each Administrator remains liable at all times for servicing the Mortgages and for the acts or omissions of any delegate or sub-contractor. The sub-contracting and delegation arrangements in respect of

the performance of the administration services by each Administrator described in this paragraph shall also apply to any substitute administrator assuming the performance of the administration services following the occurrence of an Administrator Termination Event.

It is expected that each Administrator will sub contract its obligations to PFPLC following the Closing Date.

See the sections entitled "*Mortgage Administration – Delegation by the Administrators*" and "*Mortgage Administration – Termination of the Appointment of the Administrators*" for further information.

**Purchase of Mortgage
Portfolio by Portfolio
Option Holder:**

The Portfolio Option Holder may, by giving written notice to the Issuer at any time after the Portfolio Option Commencement Date, (such notice to be given not more than 90 days nor less than 45 days prior to the immediately succeeding Interest Payment Date), purchase or procure that a Third Party Purchaser purchases all (but not part) of the Mortgages on the immediately succeeding Interest Payment Date.

For the avoidance of doubt, pursuant to the definition of Portfolio Option Holder, where the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Registered Residual Certificates) 50 per cent. or more in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in 50 per cent. or more in number of the RC2 Residual Certificates, the Portfolio Option is not exercisable by any party and the Notes may only be redeemed in accordance with Conditions 5(a) to (d).

The Portfolio Option Holder may exercise the Portfolio Option in accordance with the terms of the Deed Poll. Neither any Seller, any Legal Title Holder nor any Paragon Banking Group Company will provide any representations or warranties in relation to those Mortgages. The Issuer will provide limited representations in relation to its title to the Mortgages.

In connection with the exercise of the Portfolio Option, the Portfolio Option Holder or the Third Party Purchaser (as applicable) will agree with the Issuer to either (i) deposit an amount equal to the Portfolio Option Purchase Price in either an escrow account in the name of the purchaser or in any other account (including the Transaction Account) as may be agreed between the Issuer and the Portfolio Option Holder or (as applicable) the Third Party Purchaser or (ii) provide irrevocable payment instructions for an amount equal to the Portfolio Option Purchase Price, **provided that** such deposit shall be made or irrevocable payment instructions shall be given by no later than (x) four Business Days prior to the Target Portfolio Purchase Completion Date or (y) such other date as the Issuer, at its sole discretion and the Portfolio Option Holder or (as applicable) the Third Party Purchaser may agree, **provided further that** the Portfolio Option Purchase Price, or as applicable, irrevocable payment instructions must be received by the Issuer in sufficient time to enable the Issuer to fully repay the Notes and the accrued interest pursuant to Condition 5(e) (*Mandatory Redemption in full pursuant to a Portfolio Purchase*).

The exercise of the Portfolio Option will also be subject to the following conditions:

- (a) either (i) each of the purchasers of the legal and beneficial title in the Mortgages is resident for tax purposes in the United Kingdom, or (ii) each of the Issuer, the Legal Title Holders and the Sellers, having received tax advice (such advice to be obtained prior to the execution of any binding agreement in relation to the transfer of the Mortgages) from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it (acting

reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs), is satisfied that sale of legal and beneficial title in the relevant Mortgages should not expose the Issuer, the Legal Title Holders or the Sellers to a risk of loss in consequence of United Kingdom income tax being required to be withheld from amounts paid in respect of the Mortgages;

- (b) either (i) the purchaser of the legal title to the Mortgages has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of the FCA) required to administer mortgage loans such as the Mortgages (the "**Relevant Authorisations**") or (ii) the purchaser of the beneficial interest in the Mortgages has appointed a servicer who has the Relevant Authorisations; and
- (c) the purchaser of the beneficial interest in the Mortgages shall not be permitted to transfer the beneficial interest in the Mortgages to any further purchaser until the transfer of the legal title to the Mortgages in favour of the purchaser of legal title to the Mortgages is perfected unless such transfer of beneficial interest is made to an entity which is within charge to UK Corporation tax.

The tax advice referred to in (a) above shall be obtained at the cost of the Portfolio Option Holder.

In connection with the exercise of the Portfolio Option, the beneficial title to the Mortgages will be transferred on the Target Portfolio Purchase Completion Date. However, the perfection of the transfer of the legal title to the Mortgages and the giving of notices of such transfer to the Borrowers may take place promptly after the Target Portfolio Purchase Completion Date.

"Portfolio Option" means the option granted to the Portfolio Option Holder pursuant to the Deed Poll to require the Issuer to (x) sell beneficial interest in the Mortgages in the Mortgage Portfolio, and (y) sell legal title or, if, at the time the option is exercised, the Issuer does not hold legal title to the Mortgages in the Mortgage Portfolio, procure that the Legal Title Holders sell legal title in the Mortgages in the Mortgage Portfolio, to the Portfolio Option Holder or a Third Party Purchaser, or (in case of legal title) a nominee of either of them.

"Portfolio Option Commencement Date" means the Interest Payment Date falling in September 2028.

"Portfolio Option Holder" means, a person other than a Paragon Banking Group Company (a) (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) the person who holds greater than 50 per cent. of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the Residual Certificateholder who holds the beneficial interest in more than 50 per cent. of the RC2 Residual Certificates or (b) where (i) no person holds greater than 50 per cent. of the RC2 Residual Certificates or, as applicable, beneficial interest in more than 50 per cent. of the RC2 Residual Certificates and (ii) the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) less than 50 per cent. in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in less than 50 per cent. in number of the RC2 Residual Certificates, the person who holds the greatest number of the RC2 Residual

Certificates or, as applicable, the beneficial interest in the greatest number of the RC2 Residual Certificates. For the avoidance of doubt, where the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) 50 per cent. or more in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in 50 per cent. or more in number of the RC2 Residual Certificates, the Portfolio Option shall not be exercisable by any party.

"Portfolio Purchase" means a purchase of the Mortgages by either the Portfolio Option Holder or the Third Party Purchaser pursuant to the exercise of the Portfolio Option.

"Target Portfolio Purchase Completion Date" means the date identified as the date on which the Portfolio Purchase is expected to be completed pursuant to the terms of the Deed Poll, which, for the avoidance of doubt shall be an Interest Payment Date following the Portfolio Option Commencement Date.

"Third Party Purchaser" means a third party purchaser of the beneficial and/or legal title to the Mortgages as nominated by the Portfolio Option Holder.

Consideration for purchase by Portfolio Option Holder:

The purchase price payable by the Portfolio Option Holder or the Third Party Purchaser, as applicable, in respect of the Portfolio Purchase shall be an amount equal to the greater of:

- (a) the aggregate Current Balance of the Mortgages (and any accrued interest up to the Target Portfolio Purchase Completion Date), less any provisions in respect thereof comprising the Mortgage Portfolio determined as at the Principal Determination Date immediately preceding the Target Portfolio Purchase Completion Date; and
- (b) an amount equal to:
 - (i) the amount required by the Issuer to pay in full all amounts payable under items (i) to (iv), (vi), (ix), (xi), (xvi), (xviii) and (xx) of the Revenue Priority of Payments and items (i) to (iii) and (vi) (other than any principal repayment in respect of the Class S Notes and the Class S VFN) of the Principal Priority of Payments, in each case on the immediately following Interest Payment Date,
less
 - (ii) any Available Revenue and Available Principal otherwise available to the Issuer, (x) excluding any amounts standing to the credit of (A) the Class A and Class B Liquidity Reserve Fund and (B) the General Reserve Fund (other than, in each case, (to the extent there is a debit on the Principal Deficiency Ledger) the amount of the Class A and Class B Liquidity Reserve Fund and the General Reserve Fund that is required to be applied as Available Principal on the Target Portfolio Purchase Completion Date to cure any debit on the Principal Deficiency Ledger) and (y) determining Available Revenue and Available Principal without the crediting of any Available Revenue to (A) the Principal Deficiency Ledger (to reduce any balance in respect thereof) or (B) the Principal Ledger in respect of any Available Redemption Funds; and
- (c) zero,

in each case, plus (i) the Issuer's costs and expenses associated with transferring its interests in any Mortgage to the Portfolio Option Holder or a Third Party Purchaser or its nominee (if any) and (ii) an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Target Portfolio Purchase Completion Date (the "**Portfolio Option Purchase Price**").

TRANSACTION OVERVIEW – TRIGGERS TABLES

Rating Triggers Table

<u>Transaction Party</u>	<u>Required Ratings</u>	<u>Possible effects of Ratings Trigger being breached include the following:</u>
Account Bank	<p>In respect of the Transaction Account:</p> <p>(a)(i) Short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch must be at least F1; or (ii) long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch must be at least A; and long-term unsecured and unsubordinated debt must be rated at least A3 by Moody's; or</p> <p>(b) such other ratings as are consistent with the then current criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes.</p>	<p>PML as Administrator and the Issuer will use commercially reasonable efforts to, within 60 calendar days or such longer period as the Trustee may agree, procure the transfer of the Transaction Account to another bank.</p> <p>See sections entitled "<i>Mortgage Administration – Reinvestment of Income</i>" and "<i>Mortgage Administration – Payments from Borrowers</i>" for further information.</p>
PML Collection Account Bank PB Collection Account Bank	<p>In respect of the Collection Accounts:</p> <p>(a)(i) Short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch must be at least F2 or (ii) long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch must be at least BBB; and</p> <p>(b) long-term, unsecured and unsubordinated debt must be rated at least Baa3 by Moody's; or such ratings which are consistent with the then current criteria of Moody's as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes.</p>	<p>PML as Administrator and the Issuer will use commercially reasonable efforts to, within 60 calendar days or such longer period as the Trustee may agree, procure the transfer of the PML Collection Account and PB Collection Account to another bank.</p> <p>See sections entitled "<i>Mortgage Administration – Reinvestment of Income</i>" and "<i>Mortgage Administration – Payments from Borrowers</i>" for further information.</p>
Basis Hedge Providers	<p>(1)(a) Short-term, issuer default rating by Fitch must be at least F1; or (b) either of the derivative counterparty rating (DCR) (if assigned and applicable) or long-term issuer default rating by Fitch must be at least A; and either (i) the counterparty risk assessment (CRA) assigned to the Basis Hedge Provider shall be A3(cr) or above by Moody's; or (ii) the rating assigned to the Basis Hedge Provider's senior unsecured debt shall be A3 or above by Moody's.</p>	<p>The consequences of breach under each Basis Hedge Agreement include a requirement for the relevant Basis Hedge Provider to post collateral, replace the relevant Basis Hedge Provider, obtain a guarantee of the relevant Basis Hedge Provider's obligations or take such other action as will result in the rating of the Notes being maintained or restored.</p>

<u>Transaction Party</u>	<u>Required Ratings</u>	<u>Possible effects of Ratings Trigger being breached include the following:</u>
	(2)(a) Short-term, issuer default rating by Fitch must be at least F3; or (b) either of the DCR (if assigned and applicable) or long-term issuer default rating by Fitch must be at least BBB-; and either (i) the counterparty risk assessment (CRA) assigned to the Basis Hedge Provider shall be Baa1(cr) or above by Moody's; or (ii) the rating assigned to the Basis Hedge Provider's senior unsecured debt shall be Baa1 by Moody's.	<p>The consequences of breach under each Basis Hedge Agreement include a requirement for the relevant Basis Hedge Provider to replace the relevant Basis Hedge Provider, obtain a guarantee of the relevant Basis Hedge Provider's obligations or take such other action as will result in the rating of the Rated Notes being maintained or restored and, prior to taking such action, the relevant Basis Hedge Provider will also be required to post collateral.</p> <p>See section entitled "<i>Hedging Arrangements – Ratings of Basis Hedge Providers and transfer of Basis Hedge Agreements</i>" for further information.</p>

Non-Rating Triggers Table

<u>Nature of Trigger</u>	<u>Description of Trigger</u>	<u>Consequence of Trigger</u>
Perfection Events	<p>The occurrence of any of the following:</p> <p>(a) the valid service of an Enforcement Notice or a Protection Notice (as defined in the Deed of Charge);</p> <p>(b) the termination of the appointment of each of PML and Paragon Bank as Administrators under the Administration Agreement;</p> <p>(c) perfection is required by an order of a court or regulatory authority;</p> <p>(d) perfection is required as a result of any change in law;</p> <p>(e) the security created under or pursuant to the Deed of Charge or any material part of such security being in jeopardy in the opinion of the Trustee and the Trustee deciding to take action to reduce materially such jeopardy; and</p> <p>(f) the Final Maturity Date.</p>	Borrowers under the Mortgages will be notified of the sale of Mortgages to the Issuer and legal title to the Mortgages will be transferred to the Issuer.
Administrator Termination Events	The occurrence of any of the following:	Issuer (with the assistance of the Substitute Administrator Facilitator) or

Nature of Trigger	Description of Trigger	Consequence of Trigger
See the section entitled "Mortgage Administration – Termination of the appointment of the Administrators" for further information.	(a) default by an Administrator in payment or transfer of amount due and unremedied for 2 Business Days after the earlier of that Administrator becoming aware of such default and the receipt of written notice from the Issuer, a Seller and/or the Trustee requiring the default to be remedied;	Trustee may (in the case of events (a), (b) and (c)), appoint a successor Administrator to replace both PML and Paragon Bank as Administrators; and
	(b) material non-compliance by an Administrator with other covenants or obligations unremedied for 14 days after the earlier of that Administrator becoming aware of such default and the receipt of written notice from the Trustee requiring the default to be remedied;	The appointment of the Administrators shall automatically terminate (in the case of events (d) and (e)).
	(c) an Insolvency Event in relation to any Administrator;	
	(d)	
	(i) an Administrator (or any sub-contractor or delegate of an Administrator which performs the relevant services) does not have the necessary authorisations required under the FSMA in order to enable it to perform the administration services under the Administration Agreement; or	
	(ii) the Issuer carrying on a regulated activity in the United Kingdom in breach of section 19 of the FSMA in circumstances where the Issuer is not itself so authorised and is not exempt from being so authorised.	

provided that:

(x) in the case of (a) to (c) above, if the relevant event has

Nature of Trigger	Description of Trigger	Consequence of Trigger
	<p>occurred in relation to only one of the Administrators, (i) the event shall (in the case of the event specified in (c) above) be deemed to be remedied (ii) (in the case of all events specified in (a) to (c) above) for all purposes under the Relevant Documents no Administrator Termination Event shall have occurred and, for the avoidance of doubt, any termination of the Administrators that occurs with immediate effect on the occurrence of an Administrator Termination Event shall be deemed not to have occurred and (iii) the event shall (in the case of all events specified in (a) to (c) above) entitle the appointment of the defaulting Administrator only to be terminated, if the non-defaulting Administrator (in its absolute discretion), gives notice to the Trustee, the Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event and the non-defaulting Administrator takes over all the rights and obligations under the Relevant Documents of the relevant Administrator in relation to which the relevant event occurred (provided that in the case of the relevant event being that specified in (a) or (b) above, the non-defaulting Administrator has remedied the relevant event prior to giving such notice and the non-defaulting Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability); or</p> <p>(y) in the case of (d) above, if the relevant event described in (d)(i) has occurred in relation to only one of the Administrators or in the case of (d)(ii), such event is applicable to Mortgages</p>	

Nature of Trigger	Description of Trigger	Consequence of Trigger
	<p>administered by only one Administrator, the event shall be deemed to be remedied and shall not entitle the appointment of the other Administrator to be terminated if that other Administrator (in its absolute discretion), by giving notice to the Trustee, the Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event, under and in accordance with the applicable terms of the Administration Agreement, takes over all the rights and obligations under the Relevant Documents of the relevant Administrator, such that the events set out in (d) above are no longer continuing and the other Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability.</p>	
	<p>(e) Subject to sub-paragraph (x) below, if a force majeure event prevails for a period of more than fifteen (15) consecutive Business Days, and it is such that it prevents an Administrator from performing a substantial or a material part of its services in accordance with the Administration Agreement (or from being able to perform such services in accordance with applicable law), the appointment of each Administrator will, unless that Administrator, the Trustee and the Issuer agree otherwise in writing, terminate upon the Issuer giving not less than thirty (30) days' written notice to the Administrators (with a copy to the Trustee) (the "Notice Period") of the intention to so terminate and that Administrator shall notify in writing to the Substitute Administrator Facilitator of the termination of its appointment provided that, if</p>	

Nature of Trigger	Description of Trigger	Consequence of Trigger
	<p>the relevant force majeure event has occurred in relation to only one of the Administrators or is applicable to Mortgages administered by only one Administrator, the event shall be deemed to be remedied in respect of the other Administrator and shall not entitle the appointment of that other Administrator to be terminated if that other Administrator gives notice under the Deed of Charge provided that immediately following such notice the relevant force majeure event is no longer continuing in respect of that other Administrator and that other Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability.</p> <p>(x) If at any time during the Notice Period, the relevant force majeure event ceases to exist, the relevant Administrator shall promptly notify the Trustee, the Issuer and the Substitute Administrator Facilitator, and the notice of termination of the appointment of such Administrator shall become null and void.</p> <p>(y) For the avoidance of doubt, termination of the appointment of an Administrator pursuant to this paragraph (e) would be on a no-fault basis without liability to the relevant Administrator arising out of or related to such termination.</p>	
Required Amount Trigger	<p>The occurrence of any of the following:</p> <p>(a) on any Principal Determination Date, the then Current Balances of Mortgages which are more than three months in arrears in aggregate represents more than 3 per cent. of the then Current Balances of all of the</p>	<p>Neither the Class A and Class B Liquidity Reserve Fund nor the General Reserve Fund shall continue to amortise, as:</p> <p>(a) the Class A and Class B Liquidity Reserve Fund Required Amount shall become an amount equal to 1.5 per cent. of the aggregate current Principal Amount</p>

<u>Nature of Trigger</u>	<u>Description of Trigger</u>	<u>Consequence of Trigger</u>
	<p>Mortgages in the Mortgage Portfolio; or</p> <p>(b) on any Interest Payment Date, the aggregate amount debited to the Principal Deficiency Ledger in respect of enforcement of Mortgages since the Closing Date exceeds 1 per cent. of the Initial Principal Amount of the Notes (excluding for such purposes the Class S Notes and the Class S VFN).</p>	<p>Outstanding of the Class A Notes and Class B Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred (following the application of Available Redemption Funds on such Interest Payment Date); and</p> <p>(b) the General Reserve Fund Required Amount shall become an amount equal to 1.5 per cent. of the aggregate current Principal Amount Outstanding of the Class C Notes and Class D Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred (following the application of Available Redemption Funds on such Interest Payment Date).</p>

TRANSACTION OVERVIEW – FEES

The following table sets out the on-going fees to be paid by the Issuer to the parties to the Relevant Documents.

<u>Type of Fee</u>	<u>Amount of Fee</u>	<u>Priority in Cashflow</u>	<u>Frequency</u>
Administration Fee	0.20 per cent. per annum of Interest Charging Balance of Mortgages in the Mortgage Portfolio administered by the relevant Administrator (inclusive of any VAT where the Administrator is PML or Paragon Bank)	Ahead of all outstanding Notes	Quarterly in arrear on each Interest Payment Date
Issue Services Provider Fees	Estimated at £1,293,000 (exclusive of any VAT) in respect of the repayment of the expenses paid by the Issue Services Provider in connection with the issue of the Notes	Subordinated to all outstanding Notes	Quarterly in arrear on each Interest Payment Date over a period of four years from the Closing Date
Other fees and expenses of the Issuer	Estimated at £61,500 each year (exclusive of VAT)	Ahead of all outstanding Notes	Quarterly in arrear on each Interest Payment Date

United Kingdom value added tax ("VAT") is currently chargeable at 20 per cent.

CERTAIN REGULATORY DISCLOSURES

Paragon Bank as an originator will retain a material net economic interest of at least 5 per cent. in the securitisation as required by: (a) Article 6 of the UK Securitisation Regulation; and (b) Article 6 of the EU Securitisation Regulation.

As at the Closing Date, such interest will be comprised of an interest in each class of Notes in accordance with Article 6(3)(a) of the UK Securitisation Regulation and Article 6(3)(a) of the EU Securitisation Regulation. Such retention requirement will be satisfied by the holding of 5 per cent of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN, in each case by Paragon Bank. Any change to the manner in which such interest is retained will be notified to Noteholders in the immediately following investor report.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Articles 6(1), 6(3)(a) and 7(1)(e)(iii) of the UK Securitisation Regulation and Articles 6(1), 6(3)(a) and 7(1)(e)(iii) of the EU Securitisation Regulation and any other risk retention requirements applicable to each category of investors and none of the Issuer, the Arrangers or any party to a Relevant Document makes any representation that the information described above or in this Prospectus or any investor report or loan level data that is published in relation to the Notes is sufficient in all circumstances for such purposes. In addition, each prospective investor should ensure that they comply with the implementing provisions in respect of Article 5 of the UK Securitisation Regulation or Article 5 of the EU Securitisation Regulation, as applicable (including in each case any regulatory technical standards, implementing technical standards and any other implementing provisions in their jurisdiction). Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

For further information please refer to the Risk Factor entitled "*Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*", the Risk Factor entitled "*UK Securitisation Regulation and EU Securitisation Regulation*" and the section entitled "*The Mortgages*".

PML has undertaken to the Issuer that it, on behalf of the Issuer (as the designated entity under Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation), shall use all reasonable efforts to provide the information to the competent authorities, to Noteholders and (upon request) to potential investors as required by Article 7(1) of the UK Securitisation Regulation in a manner consistent with Article 7(2) of the UK Securitisation Regulation and as required by Article 7(1) of the EU Securitisation Regulation in a manner consistent with Article 7(2) of the EU Securitisation Regulation, in each case subject always to any requirement of law, and **provided that**, (i) PML will not be in breach of such undertaking if PML fails to so comply due to events, actions or circumstances beyond PML's control; and (ii) PML is only required to do so to the extent that the retention and disclosure requirements under Articles 6 and 7 of the Securitisation Regulation remain in effect.

Paragon Bank has covenanted under the Risk Retention Deed of Covenant to the Issuer and the Trustee (on behalf of itself and the Noteholders) that it will, at all relevant times comply with the obligations of Article 7(1)(e)(iii) of the UK Securitisation Regulation and Article 7(1)(e)(iii) of the EU Securitisation Regulation by confirming the risk retention of Paragon Bank as contemplated by Article 6(3)(a) of the UK Securitisation Regulation and by Article 6(3)(a) of the EU Securitisation Regulation, as applicable.

Potential investors should note that none of the Issuer, the Sellers or the Administrators are bound to comply with the requirements of the EU Securitisation Regulation unless they agree to be so bound as a contractual matter. In this respect, the Issuer and Paragon Bank have contractually agreed to comply with certain aspects of the EU Securitisation Regulation as it applies to it as at the Closing Date for so long as there is no equivalency regime with the UK Securitisation Regulation.

For the purposes of Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation, the Issuer has been designated as, and has accepted the designation, as the entity responsible for compliance with the requirements of Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation, as applicable, and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf.

Paragon Bank has provided corresponding undertakings with respect to the provision of such investor information and the interest to be retained by Paragon Bank as specified to (i) the Trustee on behalf of the

Noteholders pursuant to the Risk Retention Deed of Covenant and (ii) the Arrangers in the Subscription Agreement. The Trustee shall have the benefit of certain protections contained in the Trust Deed in relation to the compliance of Paragon Bank with its undertakings. For further information on the requirements referred to above and the corresponding risks (including the risks arising from the current absence of any corresponding final technical standards to assist with the interpretation of the requirements) please refer to the Risk Factor entitled "*The Trustee may assume performance and is not obliged to act in certain circumstances*".

Information Regarding the Policies and Procedures of the Sellers

Each Seller has applied to the Mortgages which will be transferred by it to the Issuer the same sound and well-defined criteria for credit-granting which it applies to non-securitised Mortgages and has clearly established processes for approving, amending, renewing and financing those Mortgage Loans and has effective systems in place to apply those criteria and processes in accordance with (i) Article 9(1) of the UK Securitisation Regulation; and (ii) Article 9(1) of the EU Securitisation Regulation (as if it were applicable to the Sellers and solely as it applies on the Closing Date).

In particular, the Sellers have internal policies and procedures in relation to the granting of mortgage loans, administration of credit-risk bearing portfolios and risk mitigation, which include: (a) criteria for the granting of mortgage loans and the process for approving, amending, renewing and re-financing mortgage loans (see "*The Mortgages – Information on the Mortgages – General*" and "*Lending Guidelines*"); (b) systems in place to administer and monitor the mortgage loans and exposures (the Mortgages will be serviced in line with the usual servicing procedures of the Sellers – see "*Mortgage Administration*"); (c) adequate diversification of the Sellers' mortgage loan books, given the Sellers' target market and overall credit strategy (see "*The Provisional Mortgage Pool*"); and (d) written policies and procedures in relation to risk mitigation techniques (see "*Mortgage Administration*" and "*Lending Guidelines*").

Volcker Rule

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". Although other exclusions may be available to the Issuer, this view is based on the exemption provided in Section 3(c)(5) of the Investment Company Act.

KEY STRUCTURAL FEATURES

CREDIT ENHANCEMENT AND LIQUIDITY SUPPORT

The Notes are obligations of the Issuer only and will not be the obligations of, or the responsibility of, or guaranteed by, any other party. However, there are a number of features of the Transaction which enhance the likelihood of timely receipt of payments by the Noteholders, as follows:

- Available Revenue is expected to exceed interest due and payable on the Notes and senior costs and expenses of the Issuer and the retention of the Issuer Profit Amount.
- A Class A and Class B Liquidity Deficit may be funded by the Class A and Class B Liquidity Reserve Fund.
- A Revenue Deficit may be funded by the General Reserve Fund (subject to, in the case of the Class C Notes and the Class D Notes, the debit balance of the Principal Deficiency Ledger not exceeding certain limits).
- A Senior and Junior Expenses Deficit may be funded by (subject to, in the case of (i) the Class B Notes, (ii) the Class C Notes or (iii) the Class D Notes, the debit balance of the Principal Deficiency Ledger not exceeding certain limits unless the relevant Class of Notes is the Most Senior Class of Notes) Principal Receipts.
- The subordination of payments of interest and principal on the junior classes of Notes and the deferral of interest payments on the junior classes of Notes where the Issuer has insufficient funds to pay such amounts.
- On or after the Step-Up Date, all Available Revenue after provision for or payment of items (i) to (xviii) of the Revenue Priority of Payments will be applied in or towards the redemption of the Rated Notes (in accordance with item (xix) of the Revenue Priority of Payments).
- Principal losses on the Mortgage Portfolio and/or the application of Principal Receipts to fund any Senior and Junior Expenses Deficit on an Interest Payment Date will be allocated to the Notes by an entry in the Principal Deficiency Ledger.
- Principal losses recorded in the Principal Deficiency Ledger may be reduced to the extent of excess Available Revenue.
- Amounts may be drawn under the Class S VFN to, at the discretion of the Class S VFN Holder, fund the General Reserve Fund or, as the case may be, the Class A and Class B Liquidity Reserve Fund and to credit an amount to the Principal Deficiency Ledger to remove any debit thereon, from time to time. The repayment of the amounts drawn under the Class S VFN is subordinated to payments on the Notes.
- The Quarterly MRF Release Amount (if any) will be debited from the Mortgage Margin Reserve Fund and applied as Available Revenue.
- The Interest Rate Converted Mortgage Release Amount (if any) will be debited from the Conversion Margin Reserve Fund and applied as Available Revenue.
- The Issuer will enter into the Basis Hedge Agreements to hedge against the possible variance between the fixed interest rates due and payable by borrowers on the Fixed Rate Mortgages and the interest payable in respect of the Notes.

Each of these factors is considered in more detail below.

Credit Support for the Notes provided by credit balance on the Revenue Ledger

It is anticipated that, during the life of the Rated Notes, the interest payable by borrowers on the Mortgages will be sufficient so that the Available Revenue will cover the amounts payable under items (i) to (xii) (inclusive) of the Revenue Priority of Payments.

To the extent that on any Interest Payment Date prior to the service of an Enforcement Notice by the Trustee to the Issuer, in respect of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (v) of the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority) is available to be applied towards reducing any debit balance on the Principal Deficiency Ledger to the extent that such debit balance exceeds the aggregate Principal Liability Outstanding of the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes.

To the extent that on any Interest Payment Date prior to the service of an Enforcement Notice by the Trustee to the Issuer, in respect of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (viii) of the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority) is available to be applied towards reducing any debit balance on the Principal Deficiency Ledger to the extent that such debit balance exceeds the aggregate Principal Liability Outstanding of the Class C Notes, the Class D Notes and the Class Z Notes.

To the extent that on any Interest Payment Date prior to the service of an Enforcement Notice by the Trustee to the Issuer, in respect of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (x) of the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority) is available to be applied towards reducing any debit balance on the Principal Deficiency Ledger to the extent that such debit balance exceeds the aggregate Principal Liability Outstanding of the Class D Notes and the Class Z Notes.

To the extent that on any Interest Payment Date prior to the service of an Enforcement Notice by the Trustee to the Issuer, in respect of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (xii) of the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority) is available to be applied towards reducing any debit balance on the Principal Deficiency Ledger to the extent that such debit balance exceeds the aggregate Principal Liability Outstanding of the Class Z Notes.

To the extent that on any Interest Payment Date prior to the service of an Enforcement Notice by the Trustee to the Issuer, in respect of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (xv) of the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority) is available to be applied towards reducing any remaining debit balance on the Principal Deficiency Ledger (taking into account any reduction of the debit balance of the Principal Deficiency Ledger under items (v), (viii), (x) and (xii) of the Revenue Priority of Payments).

To the extent that on any Interest Payment Date prior to the enforcement of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (vii) in the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority), to the extent that it is sufficient, is available to replenish the Class A and Class B Liquidity Reserve Fund to the Class A and Class B Liquidity Reserve Fund Required Amount.

To the extent that on any Interest Payment Date prior to the enforcement of the Notes the credit balance on the Revenue Ledger exceeds the aggregate of the payments and provisions required to be met in priority to item (xiv) in the Revenue Priority of Payments, such excess (after making payments or provisions of a higher priority), to the extent that it is sufficient, is available to replenish the General Reserve Fund to the General Reserve Fund Required Amount.

Subordination of the junior classes of Notes

Payments of interest and principal on the Class S VFN are subordinated at all times in right of payment to the Rated Notes, the Class Z Notes and the Class S Notes save that principal may be repaid in respect of the Class S VFN at any time from (a) Available Revenue (to the extent available) in accordance with item (xxiv) of the Revenue Priority of Payments and/or (b) Class S VFN Excess Amounts which shall be applied outside of the Payment Priorities. On and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class S VFN and any repayment of principal in respect of the Class S VFN pursuant to item (xxiv) of the Revenue Priority of Payments.

Payments of interest and principal on the Class S Notes are subordinated at all times in right of payment to the Rated Notes and the Class Z Notes save that principal may be repaid in respect of the Class S Notes at

any time from Available Revenue (to the extent available) in accordance with item (xxii) of the Revenue Priority of Payments, subject to such principal payment not reducing the Principal Liability Outstanding of the Class S Notes below the aggregate of the General Reserve Fund Required Amount and the Class A and Class B Liquidity Reserve Fund Required Amount on the relevant Interest Payment Date. On and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class S Notes and any repayment of principal in respect of the Class S Notes pursuant to item (xxii) of the Revenue Priority of Payments.

Therefore, prior to the Step-Up Date or the service of an Enforcement Notice, the Class S Notes and the Class S VFN may be redeemed prior to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes, as principal on the Class S Notes and the Class S VFN is repaid through the Revenue Priority of Payments.

Payments of interest and principal on the Class Z Notes are subordinated at all times in right of payment to the Rated Notes. On and following the Step-Up Date, Available Revenue will be applied to payments of principal on the Rated Notes prior to payment of interest on the Class Z Notes.

Payments of interest on the Rated Notes will be paid in Sequential Order so that payments on the Class D Notes, the Class C Notes and the Class B Notes will be subordinated to payments on the Class A Notes, payments on the Class D Notes and the Class C Notes will be subordinated to payments on the Class B Notes and payments on the Class D Notes will be subordinated to payments on the Class C Notes, in accordance with the relevant Payments Priorities.

Prior to the expiration of the Further Sale Period, on each Interest Payment Date, Available Principal shall only be used to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class Z Notes sequentially to the extent of any excess Available Principal following the crediting to the Retained Principal Ledger of an amount (if any, as may be determined by PML as Administrator on the immediately preceding Principal Determination Date, giving regard to whether the Additional Mortgage Conditions are met, or, as the case may be, there being no additional Mortgages available for the Sellers to sell to the Issuer) up to the Maximum Principal Retained Amount pursuant to item (v) of the Principal Priority of Payments.

Prior to the service of an Enforcement Notice, payments of principal on the Rated Notes will be paid in Sequential Order so that payments on the Class D Notes, the Class C Notes and the Class B Notes will be subordinated to payments on the Class A Notes, payments on the Class D Notes and the Class C Notes will be subordinated to payments on the Class B Notes and payments on the Class D Notes will be subordinated to payments on the Class C Notes, in accordance with the relevant Payments Priorities.

Following the service of an Enforcement Notice, payments of principal on the Rated Notes will be paid so that payments on the Class D Notes, the Class C Notes and the Class B Notes will be subordinated to payments on the Class A Notes, payments on the Class D Notes and the Class C Notes will be subordinated to payments on the Class B Notes and payments on the Class D Notes will be subordinated to payments on the Class C Notes, in accordance with the relevant Payments Priorities.

Deferral of interest payments on the Notes

On each Interest Payment Date interest will be due and payable on each class of Notes.

Any shortfall in payments of Normal Interest on a class of Notes (other than Normal Interest in respect of the Most Senior Class of Notes) that arises as a result of the Issuer not having sufficient funds to pay the relevant Normal Interest on such class of Notes will be deferred until the Interest Payment Date on which the Issuer has sufficient funds to pay such shortfall and the Normal Interest scheduled to be paid on such Interest Payment Date for that class of Notes will be increased to take account of any such deferral and the payment of Additional Interest. Subject as set out below, payments of Normal Interest on the Most Senior Class of Notes cannot be deferred and, if they remain unpaid 15 days following the relevant Interest Payment Date, will trigger an Event of Default. Non-payment of Deferred Interest and/or Additional Interest in respect of any class of Notes that has become the Most Senior Class of Notes (following redemption in full of Class A Notes) will not trigger such an Event of Default.

The deferral of Normal Interest on any class of Notes (other than the Most Senior Class of Notes) and the Deferred Interest and Additional Interest thereon in respect of any class of Notes will continue until the first date upon which the whole Principal Liability Outstanding in respect of the relevant class of Notes

becomes due for redemption, and if there is insufficient money available to pay interest on any class of Notes (other than Normal Interest in respect of the Most Senior Class of Notes), the respective holders of such Notes may not receive all interest amounts payable on such class of Notes. Until such date, the deferral of Normal Interest (other than Normal Interest on the Most Senior Class of Notes) and the Deferred Interest and Additional Interest thereon in respect of any class of Notes will not constitute an Event of Default.

If there is insufficient money available to the Issuer to pay interest on any class of Notes, then the relevant Noteholders may not receive all Normal Interest and/or the Deferred Interest and Additional Interest thereon.

Principal losses are allocated in the Principal Deficiency Ledger

On each Principal Determination Date, PML as Administrator will determine the amount of principal losses on the Mortgage Portfolio.

A Principal Deficiency Ledger will be established on the Closing Date in order to record principal losses on the Mortgages and/or the application of Available Principal to fund any payments of interest on the Rated Notes on an Interest Payment Date.

Principal losses on the Mortgages in the Mortgage Portfolio and the amount of any Principal Addition Amounts applied to fund a Senior and Junior Expenses Deficit will be recorded as a debit to the Principal Deficiency Ledger.

Amounts allocated to the Principal Deficiency Ledger shall be reduced to the extent of Available Revenue available for such purpose on each Interest Payment Date in accordance with the Revenue Priority of Payment to reduce the debit balance to zero.

Available Revenue allocated as described above will be applied in or towards redemption of the relevant class of Notes as Available Principal in accordance with the Principal Priority of Payment.

Application of Available Revenue to redeem the Notes following the Step-Up Date

On each Interest Payment Date falling on or after the Step-Up Date, all Available Revenue after provision for or payment of items (i) to (xviii) of the Revenue Priority of Payments will not be applied to payment of items (xx) to (xxviii) of the Revenue Priority of Payments but shall instead be applied as Additional Available Redemption Funds to fund the redemption of the Rated Notes in Sequential Order until each class of Rated Notes have been redeemed in full (as provided in item (xix) of the Revenue Priority of Payments).

Class A and Class B Liquidity Reserve Fund and Class A and Class B Liquidity Reserve Fund Ledger

On the Closing Date, the Issuer will establish a fund which will be credited with the Class A and Class B Liquidity Reserve Fund Required Amount from part of the proceeds of the Class S Noteholders' subscription for the Class S Notes on the Closing Date (the "**Class A and Class B Liquidity Reserve Fund**") to provide liquidity support (and ultimately, credit enhancement) for the Class A Notes and the Class B Notes. The Class A and Class B Liquidity Reserve Fund will be deposited in the Transaction Account (with a corresponding credit being made to the Class A and Class B Liquidity Reserve Fund Ledger).

At any time during an Interest Period, PML as Administrator may use amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund (debiting the Class A and Class B Liquidity Reserve Fund Ledger) to pay: (a) any amount payable by the Issuer to a Borrower (other than Mandatory Further Advances or Discretionary Further Advances) under the terms of the Mortgage to which that Borrower is a party or by operation of law; and (b) any amounts due and payable by the Issuer in the course of its business to third parties other than the Sellers, the Issue Services Provider, the Intertrust Corporate Services Provider, the Paragon Corporate Services Provider, any Basis Hedge Provider, the Account Bank, any Hedge Collateral Custodian, the Class S VFN Registrar and the Administrators (or any substitute administrator appointed in accordance with the Administration Agreement or the Substitute Administrator Facilitator) (the "**Intra-period Amounts**") (to the extent that there are no amounts standing to the credit of the Revenue Ledger).

On each Mortgage Payment Date (other than an Interest Payment Date) PML as Administrator on behalf of the Issuer shall credit the Class A and Class B Liquidity Reserve Fund Ledger from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) with an amount equal to the

lesser of (i) the Intra-period Amounts described in the paragraph immediately above which have been debited to the Class A and Class B Liquidity Reserve Fund Ledger since the immediately preceding Mortgage Payment Date and (ii) the amount which would result in the Class A and Class B Liquidity Reserve Fund Ledger being equal to the Class A and Class B Liquidity Reserve Fund Required Amount applicable on the immediately preceding Interest Payment Date.

On each Interest Payment Date:

- (a) there shall be transferred to the Class A and Class B Liquidity Reserve Fund (crediting the Class A and Class B Liquidity Reserve Fund Ledger) from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to any Intra-period Amounts which have been debited to the Class A and Class B Liquidity Reserve Fund Ledger during the Interest Period in question and (if relevant) in respect of which the Class A and Class B Liquidity Reserve Fund has not been replenished on an earlier Mortgage Payment Date during the Interest Period in question provided that the amount of the Class A and Class B Liquidity Reserve Fund shall not, on any Interest Payment Date, exceed the Class A and Class B Liquidity Reserve Fund Required Amount applicable on that Interest Payment Date; and
- (b) up to but excluding the Class B Redemption Date, the Class A and Class B Liquidity Reserve Fund will be replenished up to the Class A and Class B Liquidity Reserve Fund Required Amount from Available Revenue (to the extent available and following application of amounts standing to the credit of the Revenue Ledger pursuant to paragraph (a) above) in accordance with the provisions of the Revenue Priority of Payments.

Following the determination by PML as Administrator on each Principal Determination Date (and no later than one Business Day from the Interest Determination Date) up to but excluding the Principal Determination Date immediately preceding the Class B Redemption Date of the Class A and Class B Liquidity Reserve Fund Required Amount in respect of the immediately following Interest Payment Date, PML as Administrator shall determine (where no amounts are required to be credited to the Class A and Class B Liquidity Reserve Fund Ledger pursuant to the paragraphs above) the Class A and Class B Liquidity Reserve Fund Excess Amount to be applied as Available Revenue on the immediately following Interest Payment Date (if any).

On each Interest Payment Date up to but excluding the Class B Redemption Date, PML as Administrator will apply as Available Revenue the Class A and Class B Liquidity Reserve Fund Excess Amount (as determined on the immediately preceding Principal Determination Date).

On any Principal Determination Date up to and including the Principal Determination Date immediately preceding the Class B Redemption Date (prior to the service of an Enforcement Notice) (and no later than one Business Day from the Interest Determination Date), if PML as Administrator determines that on the immediately following Interest Payment Date, there would be a Class A and Class B Liquidity Deficit, PML as Administrator will apply on such Interest Payment Date an amount from the Class A and Class B Liquidity Reserve Fund equal to the lesser of:

- (a) the amount standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger on such Interest Payment Date (for the avoidance of doubt, prior to any amounts being debited from the Class A and Class B Liquidity Reserve Fund Ledger on such Interest Payment Date) but following the crediting to the Class A and Class B Liquidity Reserve Fund Ledger of any amounts in respect of the reimbursement of Intra-period Amounts debited from the Class A and Class B Liquidity Reserve Fund Ledger as described above; and
- (b) the amount of such Class A and Class B Liquidity Deficit,

(such amount being the "**Class A and Class B Liquidity Reserve Fund Release Amount**"), in meeting such Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments (any such amount to be debited from the Class A and Class B Liquidity Reserve Fund Ledger immediately prior to the application of any General Reserve Fund Release Amount, any Principal Addition Amounts and Available Revenue pursuant to the Revenue Priority of Payments on such Interest Payment Date).

On the Class B Redemption Date only, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund (after first having applied any Class A and Class B Liquidity Reserve Fund Release

Amount in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments and debiting such amount from the Class A and Class B Liquidity Reserve Fund Ledger) will be applied as Available Revenue in accordance with the Revenue Priority of Payments.

In this Prospectus:

The "**Class A and Class B Liquidity Deficit**" shall be, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue (where such Interest Payment Date falls on the Class B Redemption Date, before all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger are credited to the Revenue Ledger pursuant to clause 6.9(g) of the Administration Agreement) to pay:

- (a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments); and
- (b) the amounts referred to in item (vi) in the Revenue Priority of Payments.

The "**Class A and Class B Liquidity Reserve Fund Excess Amount**" shall be, on each Interest Payment Date up to but excluding the Class B Redemption Date, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund in excess of the Class A and Class B Liquidity Reserve Fund Required Amount on such Interest Payment Date (prior to any amounts being debited from or credited to the Class A and Class B Liquidity Reserve Fund Ledger on such date) and, on each other Interest Payment Date, zero.

The "**Class A and Class B Liquidity Reserve Fund Required Amount**" means:

- (a) on any Interest Payment Date falling prior to the Class B Redemption Date:
 - (i) if a Required Amount Trigger has not occurred prior to the Principal Determination Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate current Principal Amount Outstanding of the Class A Notes and Class B Notes prior to the application of Available Redemption Funds on such Interest Payment Date; and
 - (ii) if a Required Amount Trigger has occurred prior to the Principal Determination Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate current Principal Amount Outstanding of the Class A Notes and Class B Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred (following the application of Available Redemption Funds on such Interest Payment Date); and
- (b) on any Interest Payment Date falling on or after the Class B Redemption Date, zero.

The "**Class B Redemption Date**" means the Interest Payment Date in respect of which PML as Administrator determines on the immediately preceding Principal Determination Date (and no later than one Business Day from the Interest Determination Date) that, following the application on such Interest Payment Date of (i) Available Revenue in accordance with the Revenue Priority of Payments, (ii) any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments, the sum of the Class B Available Redemption Funds would be sufficient to redeem in full the Class B Notes on such Interest Payment Date.

A "**Required Amount Trigger**" occurs if:

- (a) on any Principal Determination Date, the then Current Balances of Mortgages which are then more than three months in arrears in aggregate constitute more than 3 per cent. of the then aggregate Current Balance of all Mortgages in the Mortgage Portfolio (and for these purposes a Mortgage will be more than three months in arrears at any time if, at such time, amounts totalling in aggregate more than three times the then current monthly payment due from the borrower under such Mortgage have not been paid and/or have been capitalised within the 12 months immediately preceding such time); or

- (b) on any Interest Payment Date, the aggregate amount debited to the Principal Deficiency Ledger in respect of enforcement of Mortgages since the Closing Date exceeds 1 per cent. of the Initial Principal Amount of the Notes (excluding for such purposes the Class S Notes and the Class S VFN).

As limb (a)(ii) of the definition of Class A and Class B Liquidity Reserve Fund Required Amount calculates such Class A and Class B Liquidity Reserve Fund Required Amount on the basis of the Principal Amount Outstanding of the Class A Notes and Class B Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred, this fixes such Class A and Class B Liquidity Reserve Fund Required Amount with the consequence that the Class A and Class B Liquidity Reserve Fund Excess Amount (that is released to Available Revenue until the Class B Redemption Date) will be zero. Consequently, the occurrence of a Required Amount Trigger will prevent amortisation of the Class A and Class B Liquidity Reserve Fund until the Class B Redemption Date.

The "**Mortgage Payment Date**" means the last Business Day of each calendar month or such other date as may be agreed with the relevant Borrower from time to time.

General Reserve Fund and General Reserve Fund Ledger

On the Closing Date, the Issuer will establish a fund which will be credited with the General Reserve Fund Required Amount from part of the proceeds of the Class S Noteholders' subscription for the Class S Notes on the Closing Date (the "**General Reserve Fund**") to provide liquidity support (and ultimately, credit enhancement) for the Rated Notes. The General Reserve Fund will be deposited in the Transaction Account (with a corresponding credit being made to the General Reserve Fund Ledger).

At any time during an Interest Period, PML as Administrator may use amounts standing to the credit of the General Reserve Fund (debiting the General Reserve Fund Ledger) to pay Intra-period Amounts (to the extent that there are no amounts standing to the credit of the Revenue Ledger or the Class A and Class B Liquidity Reserve Fund Ledger).

On each Mortgage Payment Date (other than an Interest Payment Date) PML as Administrator on behalf of the Issuer shall credit the General Reserve Fund Ledger from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to the lesser of (i) the Intra-period Amounts described in the paragraph immediately above which have been debited to the General Reserve Fund Ledger since the immediately preceding Mortgage Payment Date and (ii) the amount which would result in the General Reserve Fund Ledger being equal to the General Reserve Fund Required Amount applicable on the immediately preceding Interest Payment Date.

On each Interest Payment Date:

- (a) there shall be transferred to the General Reserve Fund (crediting the General Reserve Fund Ledger) from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to any Intra-period Amounts which have been debited to the General Reserve Fund Ledger during the Interest Period in question and (if relevant) in respect of which the General Reserve Fund has not been replenished on an earlier Mortgage Payment Date during the Interest Period in question **provided that** the amount of the General Reserve Fund shall not, on any Interest Payment Date, exceed the General Reserve Fund Required Amount applicable on that Interest Payment Date; and
- (b) up to but excluding the Final Redemption Date, the General Reserve Fund will be replenished up to the General Reserve Fund Required Amount from Available Revenue (to the extent available and following application of amounts standing to the credit of the Revenue Ledger pursuant to paragraph (a) above) in accordance with the provisions of the Revenue Priority of Payments.

Following the determination by PML as Administrator on each Principal Determination Date (and no later than one Business Day from the Interest Determination Date) up to and including the Principal Determination Date immediately preceding the Final Redemption Date of the General Reserve Fund Required Amount in respect of the immediately following Interest Payment Date, PML as Administrator shall determine (where no amounts are required to be credited to the General Reserve Fund Ledger pursuant to the paragraphs above) the General Reserve Fund Excess Amount for application as Available Revenue on the immediately following Interest Payment Date (if any).

On each Interest Payment Date up to and including the Final Redemption Date, PML as Administrator will apply as Available Revenue the General Reserve Fund Excess Amount (as determined on the immediately preceding Principal Determination Date).

On any Principal Determination Date (and no later than one Business Day from the Interest Determination Date) up to and including the Principal Determination Date immediately preceding the Final Redemption Date (prior to the service of an Enforcement Notice), if PML as Administrator determines that on the immediately following Interest Payment Date, there would be a Revenue Deficit (following application of the Class A and Class B Liquidity Reserve Fund Release Amount and the crediting to the General Reserve Fund Ledger of any amounts in respect of the reimbursement of Intra-period Amounts debited from the General Reserve Fund Ledger as described above), PML as Administrator will apply on such Interest Payment Date an amount from the General Reserve Fund equal to the lesser of:

- (a) the amount standing to the credit of the General Reserve Fund Ledger on such Interest Payment Date; and
- (b) the amount of such Revenue Deficit,

(such amount being the "**General Reserve Fund Release Amount**"), in meeting such Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments (any such amount to be debited from the General Reserve Fund Ledger immediately prior to the application of Available Revenue pursuant to the Revenue Priority of Payments on such Interest Payment Date).

In this Prospectus:

The "**Final Redemption Date**" means the Interest Payment Date in respect of which PML as Administrator determines on the immediately preceding Principal Determination Date (and no later than one Business Day from the Interest Determination Date) that, following the application on such Interest Payment Date of (i) Available Revenue in accordance with the Revenue Priority of Payments, (ii) any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments and (iii) any General Reserve Fund Release Amounts in meeting any Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order that they appear in the Revenue Priority of Payments, the sum of the Available Redemption Funds (other than item (i)(G) (and, where such Interest Payment Date falls prior to the Step-Up Date, item (i)(H) of the definition thereof)), all amounts standing to the credit of the General Reserve Fund Ledger and all amounts which (but for the occurrence of the Final Redemption Date) would have been available for application pursuant to items (xx) to (xxviii) (inclusive) of the Revenue Priority of Payments would be sufficient to redeem in full the Rated Notes on such Interest Payment Date, including, as the case may be, as a result of the mandatory redemption of the Notes pursuant to Condition 5(c) (*Redemption for Taxation or Other Reasons*).

The "**Revenue Deficit**" shall be, on any Interest Payment Date an amount equal to shortfall in Available Revenue following application of the Class A and Class B Liquidity Reserve Fund Release Amounts to pay:

- (a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments);
- (b) the amounts referred to in item (vi) in the Revenue Priority of Payments;
- (c) the amounts referred to in item (ix) in the Revenue Priority of Payments only if and to the extent that the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of the Principal Liability Outstanding of the Class D Notes and the Class Z Notes; and
- (d) the amounts referred to in item (xi) in the Revenue Priority of Payments only if and to the extent that the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of the Principal Liability Outstanding of the Class Z Notes.

On the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting

any Class A and Class B Liquidity Deficit and then any General Reserve Fund Release Amount to meet any Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments, and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger and/or the General Reserve Fund Ledger in accordance with the Revenue Priority of Payments, in each case on such Final Redemption Date) will be applied as Available Redemption Funds in accordance with the Principal Priority of Payments.

The "**General Reserve Fund Excess Amount**" on any Interest Payment Date will be an amount equal to the greater of:

- (a) zero; and
- (b) the amount standing to the credit of the General Reserve Fund Ledger on such Interest Payment Date, less the General Reserve Fund Required Amount on such Interest Payment Date.

The "**General Reserve Fund Required Amount**" means:

- (a) on any Interest Payment Date up to and including the Final Redemption Date:
 - (i) if a Required Amount Trigger has not occurred prior to the Principal Determination Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate current Principal Amount Outstanding of the Class C Notes and Class D Notes prior to the application of Available Redemption Funds on such Interest Payment Date; and
 - (ii) if a Required Amount Trigger has occurred prior to the Principal Determination Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate current Principal Amount Outstanding of the Class C Notes and Class D Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred (following the application of Available Redemption Funds on such Interest Payment Date); and
- (b) on each Interest Payment Date following the Final Redemption Date, zero.

The "**Current Balance**" means, in respect of a Mortgage, the outstanding balance, including arrears of interest and all other sums due and payable but unpaid in relation to such Mortgage.

As limb (a)(ii) of the definition of General Reserve Fund Required Amount calculates such General Reserve Fund Required Amount on the basis of the Principal Amount Outstanding of the Class B Notes, Class C Notes and Class D Notes on the Interest Payment Date immediately preceding the date on which the Required Amount Trigger occurred, this fixes such General Reserve Fund Required Amount with the consequence that the General Reserve Fund Excess Amount (that is released to Available Revenue until the Final Redemption Date will be zero). Consequently, the occurrence of a Required Amount Trigger will prevent amortisation of the General Reserve Fund until the Final Redemption Date.

Liquidity support provided by use of Principal Receipts to fund a Senior and Junior Expenses Deficit

On each Principal Determination Date (and no later than one Business Day from the Interest Determination Date), PML as Administrator will calculate whether Available Revenue following the application of any Class A and Class B Liquidity Reserve Fund Release Amount and any General Reserve Fund Release Amount is insufficient to pay or provide for all amounts in items (i) to (iv), (vi), (ix) and (xi) of the Revenue Priority of Payments (such insufficient amount being a "**Senior and Junior Expenses Deficit**"). If there will be a Senior and Junior Expenses Deficit, then PML as Administrator shall pay or provide for that Senior and Junior Expenses Deficit by the application of Principal Receipts (such reapplied amounts, "**Principal Addition Amounts**") on the following Interest Payment Date towards the payment in order of priority of:

- (a) the amounts referred to in items (i) to (iv) in the Revenue Priority of Payments (in the same order of priority as set out in the Revenue Priority of Payments);
- (b) the amounts referred to in item (vi) in the Revenue Priority of Payments only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of: (i) 10 per cent. of the Principal Liability

Outstanding of the Class B Notes; and (ii) the aggregate of the Principal Liability Outstanding of the Class C Notes, the Class D Notes and the Class Z Notes; or b) the Class B Notes are the most Senior Class of Notes;

- (c) the amounts referred to in item (ix) in the Revenue Priority of Payments, only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of: (i) 10 per cent. of the Principal Liability Outstanding of the Class C Notes; and (ii) the aggregate of the Principal Liability Outstanding of the Class D Notes and the Class Z Notes; or b) the Class C Notes are the most Senior Class of Notes; and
- (d) the amounts referred to in item (xi) in the Revenue Priority of Payments, only if and to the extent that either a) the sum of the debit balance on the Principal Deficiency Ledger, when expressed as a positive amount, does not exceed the aggregate of: (i) 10 per cent. of the Principal Liability Outstanding of the Class D Notes; and (ii) the aggregate of the Principal Liability Outstanding of the Class Z Notes; or b) the Class D Notes are the most Senior Class of Notes.

The Principal Deficiency Ledger will be debited on each Interest Payment Date by an amount equal to the amount of any Principal Receipts applied to fund a payment of a Senior and Junior Expenses Deficit arising on that Interest Payment Date.

For more information about the application of Available Principal to fund payments of senior and junior expenses and interest on the Rated Notes see the section entitled "*Cashflows and Cash Management*".

Liquidity support provided by Mortgage Margin Reserve Fund

On the Closing Date, PML as Administrator will establish a margin reserve fund (the "**Mortgage Margin Reserve Fund**") and a related margin reserve discretionary fund (the "**Mortgage MRF Discretionary Fund**"), each of which shall be used to supplement payments received by the Issuer in respect of:

- (a) interest payments in respect of Mortgages purchased on the Closing Date which are set in accordance with the Mortgage Conditions and when calculated by PML as Administrator have a weighted average rate which is on average less than 2.5 per cent. above Compounded Daily SONIA (or the Alternative Base Rate) in any future Collection Periods (after taking into account all hedging arrangements entered into by the Issuer and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date); and
- (b) interest payments in respect of any Additional Mortgages purchased on any Further Sale Date which are set in accordance with the Mortgage Conditions and when calculated by PML as Administrator (together with the Mortgages previously purchased on the Closing Date or any prior Further Sale Date) have a weighted average rate which is on average less than 2.5 per cent. above Compounded Daily SONIA (or the Alternative Base Rate) in any future Collection Periods (after taking into account all hedging arrangements entered into by the Issuer and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date).

On the Closing Date:

- (a) the Mortgage Margin Reserve Fund Ledger will be credited with the Initial Mortgage MRF Required Amount; and
- (b) the Mortgage MRF Discretionary Fund Ledger will be credited with the Mortgage MRF Discretionary Amount,

in each case from part of the proceeds of the Noteholders' subscription for the Class S Notes on the Closing Date.

The Initial Mortgage MRF Required Amount is £0 (being equal to nil per cent. of the aggregate Initial Principal Amount of the Notes) and the Mortgage MRF Discretionary Amount determined by PML as Administrator on the Closing Date is £300,000 (being equal to 0.03 per cent. of the aggregate Initial Principal Amount of the Notes).

On the Closing Date and on each Principal Determination Date (and no later than one Business Day from the Interest Determination Date) (the "**Relevant Date**"), PML as Administrator will reasonably determine (in respect of the Closing Date) the Initial Mortgage MRF Required Amount and (in respect of each Principal Determination Date and no later than one Business Day from the Interest Determination Date) PML as Administrator will reasonably determine the Mortgage MRF Required Amount in respect of the Mortgages outstanding on such Relevant Date. On each Interest Payment Date, PML as Administrator will debit from the Mortgage Margin Reserve Fund Ledger and credit to the Revenue Ledger the Quarterly MRF Release Amount applicable to the Mortgages for the Collection Period ending on the immediately preceding Principal Determination Date.

On each Interest Payment Date the Mortgage MRF Discretionary Fund Ledger may, at the discretion of PML as Administrator, be credited with the Mortgage MRF Discretionary Amount from Available Revenue pursuant to the Revenue Priority of Payments (in which case such Mortgage MRF Discretionary Amount shall be credited from the Revenue Ledger to the Mortgage MRF Discretionary Fund Ledger on such Interest Payment Date).

PML as Administrator will adjust its calculation of the Mortgage MRF Required Amount and the amount standing to the credit of the Mortgage Margin Reserve Fund Ledger each time it is proposed by the Sellers to sell Additional Mortgages to the Issuer during the Further Sale Period.

On each Further Sale Date, PML as Administrator will determine the difference (if positive) (the "**Additional Mortgage MRF Required Amount**") between: (a) the amount which would have been determined on the Closing Date or, as the case may be, the most recent Principal Determination Date in respect of the Mortgage MRF Required Amount if: (i) the Adjusted Relevant Aggregate Current Balance had been used in such determination instead of the Relevant Aggregate Current Balance; and (ii) the Adjusted Margin Shortfall had been used in such determination instead of the Margin Shortfall (the "**Adjusted Mortgage MRF Required Amount**"); and (b) the Mortgage MRF Required Amount determined by PML as Administrator on the Closing Date (in respect of any Further Sale Date occurring in the first Collection Period) or immediately preceding Principal Determination Date (in respect of any Further Sale Date occurring in a Collection Period other than the first Collection Period) (and excluding any Quarterly MRF Release Amount debited from the Mortgage Margin Reserve Fund Ledger on the Interest Payment Date following such Principal Determination Date).

If PML as Administrator determines that an Additional Mortgage MRF Required Amount is applicable in respect of any Additional Mortgages to be acquired by the Issuer from the Sellers on such Further Sale Date, PML as Administrator will transfer such Additional Mortgage MRF Required Amount from the Mortgage MRF Discretionary Fund (if a sufficient amount is standing to the credit thereof) to the Mortgage Margin Reserve Fund by debiting the Mortgage MRF Discretionary Fund Ledger and crediting the Mortgage Margin Reserve Fund in respect of such amount. It is an Additional Mortgage Condition that the amount standing to the credit of the Mortgage Margin Reserve Fund Ledger on any Further Sale Date is equal to or greater than the Adjusted Mortgage MRF Required Amount.

In this Prospectus:

"**Adjusted Margin Shortfall**" means, on any Further Sale Date in respect of the calculation of the Adjusted Mortgage MRF Required Amount, the interest rate that is the greater of (a) zero per cent. and (b):

- (i) Compounded Daily SONIA (or the Alternative Base Rate); plus
- (ii) 2.5 per cent; less
- (iii) the weighted average annual interest rate in respect of:
 - (a) all outstanding Mortgages as at: (a) the Closing Date (if the Adjusted Margin Shortfall is being determined on a Further Sale Date in the first Collection Period); or (b) the immediately preceding Principal Determination Date (if the Adjusted Margin Shortfall is being determined on a Further Sale Date in a Collection Period other than the first Collection Period); and
 - (b) any Additional Mortgages purchased since: (a) the Closing Date (if the Adjusted Margin Shortfall is being determined on a Further Sale Date in the first Collection Period); or (b) the immediately preceding Principal Determination Date (in respect of any Further Sale

Date occurring in a Collection Period other than the first Collection Period), but in each case prior to such Further Sale Date; and

- (c) any Additional Mortgages purchased on such Further Sale Date,

(in each case after taking into account any hedging arrangements in respect of any Mortgages which are Fixed Rate Mortgages and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date).

"Adjusted Relevant Aggregate Current Balance" means, on any Further Sale Date in respect of the calculation of Adjusted Mortgage MRF Required Amount:

- (i)
 - (a) the Current Balance of all outstanding Mortgages as at the Closing Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in the first Collection Period); or
 - (b) the Current Balance of all outstanding Mortgages as at the immediately preceding Principal Determination Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in a Collection Period other than the first Collection Period); plus
- (ii)
 - (a) the Current Balance (as at the Closing Date) of any Additional Mortgages purchased since the Closing Date but prior to such Further Sale Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in the first Collection Period); or
 - (b) the Current Balance (as at the immediately preceding Principal Determination Date) of any Additional Mortgages purchased since the immediately preceding Principal Determination Date but prior to such Further Sale Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in a Collection Period other than the first Collection Period); plus
- (iii)
 - (a) the Current Balance (as at the Closing Date) of any Additional Mortgages purchased on such Further Sale Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in the first Collection Period); or
 - (b) the Current Balance (as at the immediately preceding Principal Determination Date) of any Additional Mortgages purchased on such Further Sale Date (if the Adjusted Mortgage MRF Required Amount is being determined on a Further Sale Date in a Collection Period other than the first Collection Period).

"Initial Mortgage MRF Required Amount" means the Mortgage MRF Required Amount as at the Closing Date.

"Margin Shortfall" means, on the Closing Date or on any Principal Determination Date as calculated by PML as Administrator no later than one Business Day from the Interest Determination Date, the interest rate that is the greater of (a) zero per cent. and (b):

- (i) Compounded Daily SONIA (or the Alternative Base Rate); plus
- (ii) 2.5 per cent.; less
- (iii) the weighted average annual interest rate in respect of all outstanding Mortgages as at:
 - (a) the Closing Date (if the Margin Shortfall is being determined on the Closing Date); or

- (b) such Principal Determination Date (if the Margin Shortfall is being determined on a Principal Determination Date),

(in each case after taking into account any hedging arrangements in respect of any Mortgages which are Fixed Rate Mortgages and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date).

"Mortgage MRF Required Amount" means, on the Closing Date or on any Principal Determination Date (the **"Relevant Date"**), the sum of all Monthly Mortgage Margin Requirements for each calendar month from such Relevant Date until the Final Maturity Date, as calculated by PML as Administrator no later than one Business Day from the Interest Determination Date.

"Mortgage MRF Discretionary Amount" means, on the Closing Date or on each Interest Payment Date (prior to the Step-Up Date and where a Paragon Banking Group Company owns more than 50 per cent. of the Residual Certificates) an amount that PML as Administrator reasonably determines is required to be credited to the Mortgage MRF Discretionary Fund Ledger on the Closing Date from the Class S Notes or, as the case may be, each Interest Payment Date from the Revenue Ledger in order that the amount standing to the credit of the Mortgage Margin Reserve Fund is sufficient to fund the aggregate Additional Mortgage MRF Required Amounts (on any Further Sale Date by the debiting of the Mortgage MRF Discretionary Fund Ledger and the crediting of the Mortgage Margin Reserve Fund Ledger) in respect of any Additional Mortgages which PML as Administrator expects to be acquired by the Issuer from the Sellers on any Further Sale Date in the Collection Period commencing on the Closing Date or, in the case of each Interest Payment Date following the first Interest Payment Date, the immediately preceding Principal Determination Date, as reasonably determined by PML as Administrator.

"Monthly Mortgage Margin Requirement" means, on the Closing Date or on any Principal Determination Date (the **"Relevant Date"**) the product of: (a) the Relevant Aggregate Current Balance; (b) the Margin Shortfall as at such Relevant Date; and (c) the number of days from such Relevant Date until the end of the next calendar month divided by 365 and calculated by PML as Administrator as at such Relevant Date and no later than one Business Day from the Interest Determination Date.

"Quarterly MRF Release Amount" means, on each Interest Payment Date, the difference between:

- (i) the sum of:
- (a) the Mortgage MRF Required Amount determined by PML as Administrator as at the Principal Determination Date (no later than one Business Day from the Interest Determination Date) immediately preceding the previous Interest Payment Date or in respect of the first Collection Period, the Closing Date; and
 - (b) all amounts credited to the Mortgage Margin Reserve Fund Ledger from the Mortgage MRF Discretionary Fund Ledger during the Collection Period ending on the immediately preceding Principal Determination Date or in respect of the first Collection Period, the Closing Date; and
- (ii) the Mortgage MRF Required Amount determined by PML as Administrator on the immediately preceding Principal Determination Date, within one Business Day after the immediately preceding Interest Determination Date.

"Relevant Aggregate Current Balance" means, on the Closing Date or on any Principal Determination Date: (i) the Current Balance of all outstanding Mortgages as at the Closing Date (if the Mortgage MRF Required Amount is being determined on the Closing Date); or (ii) the Current Balance of all outstanding Mortgages as at such Principal Determination Date (if the Mortgage MRF Required Amount is being determined on a Principal Determination Date).

Liquidity support provided by Conversion Margin Reserve Fund

On the Closing Date, the Issuer will establish a conversion margin reserve fund (the **"Conversion Margin Reserve Fund"**) and a related conversion margin discretionary reserve fund (the **"Conversion MRF Discretionary Fund"**), each of which shall be used to supplement payments received by the Issuer in respect of interest payments in respect of Mortgages purchased on the Closing Date or on any Further Sale

Date which become Interest Rate Converted Mortgages in respect of which a reduction in the annual interest rate applicable to the relevant Mortgage has occurred as a result of the conversion of such Mortgage.

On the Closing Date the Conversion MRF Discretionary Fund Ledger will be credited with the Initial Conversion MRF Discretionary Amount from part of the proceeds of the Noteholders' subscription for the Class S Notes on the Closing Date. The "**Initial Conversion MRF Discretionary Amount**" determined by PML as Administrator is £750,000 (being equal to 0.08 per cent. of the aggregate Initial Principal Amount of the Notes).

Following the Closing Date, PML as Administrator may (at its discretion) on each Interest Payment Date up to but excluding the Step-Up Date, fund the Conversion MRF Discretionary Fund in an amount up to the Conversion MRF Discretionary Amount from Available Revenue (to the extent available) in accordance with the provisions of the Revenue Priority of Payments.

It is a condition to any Mortgage becoming an Interest Rate Converted Mortgage that the amount standing to the credit of the Conversion Margin Reserve Fund on the date of any conversion is equal to the Conversion MRF Required Amount, in which case PML as Administrator shall transfer the amount required to ensure that the amount standing to the credit of the Conversion Margin Reserve Fund Ledger is equal to the Conversion MRF Required Amount from the Conversion MRF Discretionary Fund to the Conversion Margin Reserve Fund (by crediting the Conversion Margin Reserve Fund Ledger and debiting the Conversion MRF Discretionary Fund Ledger).

On each Interest Payment Date, PML as Administrator will debit from the Conversion Margin Reserve Fund Ledger and credit to the Revenue Ledger the aggregate of the Interest Rate Converted Mortgage Release Amounts applicable to each Interest Rate Converted Mortgage for the Collection Period ending on the immediately preceding Principal Determination Date.

If on any Interest Payment Date, PML as Administrator determines that the amount credited to the Conversion Margin Reserve Fund Ledger of the Transaction Account in respect of any Interest Rate Converted Mortgage exceeds the Conversion MRF Required Amount (that would be applicable in respect of such Interest Rate Converted Mortgage if calculated by reference to the Current Balance of such Mortgage as at the Principal Determination Date immediately preceding such Interest Payment Date (instead of the Current Balance at the date of conversion), and by reference to the number of years in the remaining term of the Mortgage for which the Product Conversion Rate Reduction Amount is applicable as at the Principal Determination Date immediately preceding such Interest Payment Date (instead of the term as at the date of conversion)) in respect of such Interest Rate Converted Mortgage, then the amount of such excess (the "**Conversion MRF Excess Amount**") shall be released from the Conversion Margin Reserve Fund Ledger and credited to the Revenue Ledger for application as Available Revenue.

If on any Interest Payment Date, PML as Administrator determines that any Proposed Interest Rate Converted Mortgage did not become an Interest Rate Converted Mortgage as a result of (i) the Interest Rate Converted Mortgage Conditions not being satisfied on any day in the Collection Period ending on the Principal Determination Date immediately preceding such Interest Payment Date or (ii) the relevant Borrower electing not to proceed with the conversion, then PML as Administrator shall release the Conversion MRF Required Amount credited to the Conversion Margin Reserve Fund Ledger of the Transaction Account in respect of such Proposed Interest Rate Converted Mortgage and credit such amount (the "**Non-Proceeding Conversion Release Amount**") to the Revenue Ledger for application as Available Revenue.

In this Prospectus:

"**Conversion MRF Discretionary Amount**" means, on each Interest Payment Date (prior to the Step-Up Date and where a Paragon Banking Group Company owns more than 50 per cent. of the Residual Certificates) an amount that PML as Administrator reasonably determines is required to be credited to the Conversion MRF Discretionary Fund on each Interest Payment Date in order that the amount standing to the credit of the Conversion MRF Discretionary Fund Ledger is sufficient to fund the Conversion MRF Required Amount in respect any Proposed Interest Rate Converted Mortgage which any Administrator expects to be converted by such Administrator in the Collection Period commencing on the immediately preceding Principal Determination Date, as reasonably determined by the Administrator.

"**Interest Rate Converted Mortgage Release Amount**" means, on each Interest Payment Date in respect of any Interest Rate Converted Mortgage, (w) the outstanding Current Balance on the first day of the

Collection Period ending on the immediately preceding Principal Determination Date of such Mortgage multiplied by (x) the Product Conversion Rate Reduction Amount multiplied by (y) the number of days during the Collection Period ending on the immediately preceding Principal Determination Date that such Mortgage was an Interest Rate Converted Mortgage divided by (z) 365.

"Conversion MRF Required Amount" means, in respect of any Interest Rate Converted Mortgage, an amount equal to the Current Balance of such Mortgage as at the date of conversion multiplied by the Product Conversion Rate Reduction Amount multiplied by the remaining term in years of the Mortgage for which the Product Conversion Rate Reduction Amount is applicable.

"Product Conversion Rate Reduction Amount" means, in respect of any Interest Rate Converted Mortgage, the reduction in the annual interest rate (after taking into account any hedging arrangements in respect of the Fixed Rate Mortgages) applicable to the relevant Mortgage which occurred as a result of the conversion of such Mortgage.

Basis Hedge Agreements

On the Closing Date, the Issuer will have entered into one or more ISDA Master Agreements (together with the Schedule and Credit Support Annex relating to such relevant ISDA Master Agreement) and any confirmation(s) evidencing one or more interest rate swap transactions thereunder (the **"Initial Basis Hedge Agreements"** and each an **"Initial Basis Hedge Agreement"**) with Banco Santander, S.A. and NatWest Markets Plc, as the basis hedge providers (the **"Initial Basis Hedge Providers"** and each an **"Initial Basis Hedge Provider"**), in accordance with the applicable criteria of each Rating Agency on the Closing Date to hedge the risk of a differential between the rate of interest receivable in respect of the Fixed Rate Mortgages acquired by it on the Closing Date, on the one hand, and the rate of interest payable on the Notes on the other hand.

Following the Closing Date, hedging arrangements may be provided by any bank or financial institution **provided that** on the date on which it makes such arrangements available to the Issuer, the following conditions have been met:

- (a) the Rating Agencies have been given prior written notice of the Issuer's intention to enter into the new Permitted Basis Hedge Agreement;
- (b) none of the Rating Agencies have indicated within 5 days of such notice that such action would result in (A) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (B) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent);
- (c) the Permitted Basis Hedge Provider, at the time of entering into the Permitted Basis Hedge Agreement, has at least the ratings required under part 5(g) (Ratings Event) of the schedule to the Initial Basis Hedge Agreements as being required in order for a Basis Hedge Provider not to be obliged for the purposes of satisfying such ratings (A) to post collateral, (B) to be replaced, (C) to have its obligations guaranteed, or (D) to take such other action as will result in the rating of the Notes being maintained or restored; and
- (d) the Permitted Basis Hedge Provider has agreed to be bound by the terms of the Deed of Charge by entering into a Permitted Basis Hedge Provider Accession Undertaking,

any such bank or financial institution being a **"Permitted Basis Hedge Provider"** and any interest rate hedging agreement being entered into by the Issuer with such Permitted Basis Hedge Provider being a **"Permitted Basis Hedge Agreement"**, **provided that** the Administrators certify in writing to the Trustee (upon which certificate the Trustee may rely without investigation) that the terms of the schedule applicable to the ISDA Master Agreement to be entered into with such Permitted Basis Hedge Provider are substantially the same (*mutatis mutandis*) as those of the schedule to each Initial Basis Hedge Agreement, together with any document or agreement required in relation thereto.

In addition, the Issuer may enter into any novation agreement substantially in the form of the template novation agreement published by the International Swaps and Derivatives Association, Inc. from time to time for the purpose of novating one or more Basis Hedge Agreements (or any Transaction (as defined therein) thereunder) from one Basis Hedge Provider to another.

In this Prospectus:

"Basis Hedge Agreement" means the Initial Basis Hedge Agreements and any Permitted Basis Hedge Agreement;

"Basis Hedge Provider" means the Initial Basis Hedge Providers and any Permitted Basis Hedge Provider; and

"Permitted Basis Hedge Provider Accession Undertaking" means a permitted basis hedge provider accession undertaking substantially in the form set out in schedule 4 to the Deed of Charge.

OTHER STRUCTURAL FEATURES

MFA Pre-Funding Reserve

On the Closing Date, the Issuer will establish a reserve (the "**MFA Pre-Funding Reserve**") which shall be used by the Issuer to fund Mandatory Further Advances in respect of Mortgages purchased on the Closing Date.

On or prior to the earlier of the Principal Determination Date immediately preceding the Step-Up Date and the MFA Pre-Funding Reserve Ledger Release Date designated by PML as Administrator, the Issuer will be entitled to apply any amount standing to the credit of the MFA Pre-Funding Reserve Ledger of the Transaction Account in purchasing Mandatory Further Advances if and to the extent that the Issuer is permitted to do so by, and in accordance with, the Mortgage Sale Agreement and the Administration Agreement (see "*Mortgage Administration – Further Advances – Discretionary Further Advances*") as described more fully below.

To the extent the MFA Pre-Funding Reserve Ledger Release Date has not occurred, clause 6.4(d) of the Administration Agreement may require PML as Administrator in certain circumstances, to debit on or before the Principal Determination Dates relating to the Interest Payment Dates falling in each of December 2023, December 2024, December 2025 and December 2026, amounts from the MFA Pre-Funding Reserve Ledger and credit such amounts to the Principal Ledger. Such amounts shall then be applied either to purchase Mandatory Further Advances or Additional Mortgages on or before the immediately following Interest Payment Date or as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date. The outstanding credit balance of the MFA Pre-Funding Reserve Ledger (if any) shall be debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger the earlier of (x) the MFA Pre-Funding Reserve Ledger Release Date designated by PML as Administrator and (y) the Principal Determination Date immediately preceding the Step-Up Date. Following the crediting of such amounts to the Principal Ledger, such amounts shall be applied as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date, or in purchasing Additional Mortgages.

Class S VFN Drawdown Ledger

PML as Administrator will maintain the Class S VFN Drawdown Ledger pursuant to the Administration Agreement. The Class S VFN Drawdown Ledger will be funded from drawings under the Class S VFN as required by Condition 19 (*Increasing the Principal Amount Outstanding of the Class S VFN and adjusting the Maximum Class S VFN Amount in respect of the discretionary funding of the General Reserve Fund, Class A and Class B Liquidity Reserve Fund and the Principal Deficiency Ledger*).

Amounts standing to the credit of the Class S VFN Drawdown Ledger will be applied by the Issuer on the Closing Date and each Further Sale Date to fund (a) the Amortised Cost Adjustment in respect of Mortgages purchased on the Closing Date and each Further Sale Date and (b) any Swap Premium on the Closing Date and each relevant Further Sale Date.

In addition, but without prejudice thereto, the Class S VFN Holder may, at its discretion, make available to the Issuer further amounts under the Class S VFN:

- (i) if and to the extent that the General Reserve Fund is less than the General Reserve Fund Required Amount in order, when such amounts are credited to the General Reserve Fund Ledger, to replenish the General Reserve Fund to the General Reserve Fund Required Amount and thus enable the Issuer to: (a) (subject to the other conditions applicable to the making of Discretionary Further Advances) fund any Discretionary Further Advances; and (b) (subject to the other Additional Mortgage Conditions) acquire Additional Mortgages from the Sellers;
- (ii) if and to the extent that the Class A and Class B Note Liquidity Reserve Fund is less than the Class A and Class B Liquidity Reserve Fund Required Amount in order, when such amounts are credited to the Class A and Class B Note Liquidity Reserve Fund Ledger, to replenish the Class A and Class B Note Liquidity Reserve Fund to the Class A and Class B Liquidity Reserve Fund Required Amount and thus enable the Issuer to: (a) (subject to the other conditions applicable to the making of Discretionary Further Advances) fund any Discretionary Further Advances; and (b) (subject to the other Additional Mortgage Conditions) acquire Additional Mortgages from the Sellers; and

- (iii) if and to the extent that there is a balance of less than zero on the Principal Deficiency Ledger in order, to credit such amounts to the Principal Deficiency Ledger to restore such balance to zero and thus enable the Issuer to: (a) (subject to the other conditions applicable to the making of Discretionary Further Advances) fund any Discretionary Further Advances; and (b) (subject to the other Additional Mortgage Conditions) acquire Additional Mortgages from the Sellers.

Issue Services Fee Letter

Paragon Finance PLC (in such capacity, the "**Issue Services Provider**") has agreed to arrange the issue of the Notes on behalf of the Issuer. The Issue Services Provider will pay, on behalf of the Issuer, or reimburse to the Issuer, any expenses payable by the Issuer in connection with the issue of the Notes.

The Issuer will agree under a fee letter to be entered into on the Closing Date between the Issuer, the Issue Services Provider and the Trustee (the "**Issue Services Fee Letter**") that it will repay the Issue Services Provider all expenses paid by the Issue Services Provider in connection with the issue of the Notes in instalments on the Business Day following each Interest Payment Date over a period of 4 years from the Closing Date (or any other such period agreed between the Issue Services Provider and the Issuer) (the "**Issue Services Provider Fees**"). Amounts to be paid under the Issue Services Fee Letter will bear interest at a rate of 4 per cent. per annum above Compounded Daily SONIA (or the Alternative Base Rate (if applicable)) applicable to the Notes during the Interest Period relating to the Notes ending on (but excluding) that Interest Payment Date as determined under Condition 4 (*Interest*) (or such other rate as the Issue Services Provider and the Issuer agree to be a fair commercial rate at the time) payable in arrear on each Interest Payment Date (including any value added tax chargeable thereon as applicable). Amounts owing to the Issue Services Provider under the Issue Services Fee Letter will be subordinated in the manner described in the section entitled "*Cashflows and Cash Management*" below.

Agency Agreement

Each payment of principal and interest in respect of the Notes shall be made in accordance with an agency agreement (the "**Agency Agreement**") expected to be dated the Closing Date among the Issuer, the Trustee and Citibank, N.A., London Branch as principal paying agent (the "**Principal Paying Agent**", which expression shall include its successors as principal paying agent under the Agency Agreement), as reference agent (the "**Reference Agent**", which expression shall include its successors as reference agent under the Agency Agreement), and as registrar for the Notes (the "**Registrar**", which expression shall include its successors as registrar under the Agency Agreement). The Agency Agreement shall include provision for the appointment of further paying agents (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include the successors of each paying agent as such under the Agency Agreement and any additional paying agent appointed, and together with the Reference Agent, the Registrar and the Class S VFN Registrar, the "**Agents**"). Payments in respect of the Notes will be made by the Paying Agents and the Reference Agent will make the determinations specified in the Agency Agreement.

CASHFLOWS AND CASH MANAGEMENT

Transfer of Funds from the Collection Account

All direct debit payments made by borrowers under the Mortgages and all other moneys paid in respect of the Mortgages will be paid into the PML Collection Account of PML and the PB Collection Account of Paragon Bank (as applicable). All moneys received in respect of the Mortgages will be transferred on the next following Business Day, or as soon as practicable thereafter, to the Transaction Account.

In this Prospectus:

"PML Collection Account" means the account of PML numbered 13312232 (Code 20-19-90) with Barclays Bank PLC (the **"PML Collection Account Bank"**) at its branch at Barclays Bank PLC, London Corporate Banking Centre, PO Box No 554, London, EC3P 3AH and/or such other account (or accounts) of PML which has (or have) been approved in writing by the Trustee in accordance with the Administration Agreement.

"PB Collection Account" (and together with the PML Collection Account, the **"Collection Accounts"**) means the account of Paragon Bank numbered 59506954 (Code 55-50-15) with National Westminster Bank PLC (the **"PB Collection Account Bank"** and together with the PML Collection Account Bank, the **"Collection Account Banks"**) at its branch at 4 High Street, Solihull, West Midlands, B91 3TF and/or such other account (or accounts) of Paragon Bank which has (or have) been approved in writing by the Trustee in accordance with the Administration Agreement.

"Transaction Account" means an account of the Issuer with HSBC Bank plc (the **"Account Bank"** and together with the Collection Account Banks, the **"Account Banks"**) at its branch at 8 Canada Square, London E14 5HQ (or such other bank account as the Issuer, subject to certain restrictions and with the consent of the Trustee, may from time to time select for such purpose) into and out of which all payments to and by the Issuer will be made pursuant to the terms of an account bank agreement (the **"Account Bank Agreement"**) dated on the Closing Date between the Account Bank, the Issuer, the Trustee and the Administrator (such Account Bank Agreement to also govern the provision of the Hedge Collateral Accounts to the Issuer by the Account Bank as described further in the section entitled *"Hedging Arrangements — Ratings of Basis Hedge Providers and transfer of Basis Hedge Agreements"* (other than where Hedge Collateral comprises securities)).

The Collection Accounts may be transferred from the Collection Account Banks to HSBC Bank plc or (in the case of the PB Collection Account) to Barclays Bank PLC following the Closing Date by PML as Administrator and/or any Seller without the consent of the Trustee or any other party, **provided that** at such time HSBC Bank plc or, as the case may be, Barclays Bank PLC has (a) (i) a short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F2 or (ii) a long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch of at least BBB; and (b) long-term, unsecured and unsubordinated debt rated at least Baa3 by Moody's or has at such time such other ratings as are consistent with the then current criteria of Moody's as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes and subject to certain conditions (see the section entitled "Mortgage Administration" for further details).

The Transaction Account may be transferred from the Account Bank to Citibank, N.A., London Branch or to Barclays Bank PLC following the Closing Date by PML as Administrator and/or any Seller without the consent of the Trustee or any other party, **provided that** at such time Citibank, N.A., London Branch or, as the case may be, Barclays Bank PLC has the requisite ratings or has at such time such other ratings as are consistent with the then current criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes and subject to certain conditions (see the section entitled *"Mortgage Administration"* for further details).

Use of Ledgers – the Issuer

PML as Administrator will maintain in the books of the Issuer the following ledgers in which PML as Administrator will record all amounts received by or on behalf of the Issuer.

Principal Ledger

PML as Administrator will credit to the "**Principal Ledger**" all principal amounts received from borrowers in respect of the Mortgages or otherwise paid or recovered in respect of the Mortgages (including the consideration representing principal paid by either the Sellers in respect of the repurchase of any Mortgages or any Third Party Purchaser) (such receipts being "**Principal Receipts**").

Revenue Ledger

PML as Administrator, will be required to credit all amounts received by the Issuer to the "**Revenue Ledger**" (such receipts being "**Revenue Receipts**") apart from:

- (i) amounts credited to the Principal Ledger and the Retained Principal Ledger;
- (ii) drawings under the Class S VFN which are to be used for the purposes of increasing the General Reserve Fund and the Class A and Class B Liquidity Reserve Fund;
- (iii) drawings under the Class S VFN in order to reduce any debit balance on the Principal Deficiency Ledger;
- (iv) drawings under the Class S VFN to fund the Amortised Cost Adjustment;
- (v) drawings under the Class S VFN to fund any Swap Premium;
- (vi) any Hedge Collateral received from a Basis Hedge Provider from time to time in respect of any Basis Hedge Agreement, including any interest on, and distributions in respect of, Hedge Collateral;
- (vii) any swap termination payments applied or to be applied by the Issuer in the purchase of one or more replacement hedging transactions;
- (viii) any Hedge Replacement Premium applied or to be applied by the Issuer in making any swap termination payment due from it to a Basis Hedge Provider;
- (ix) amounts retained by the Issuer in accordance with paragraph (xiii) of the Revenue Priority of Payments and credited to the Issuer Profit Ledger;
- (x) any amounts in respect of Swap Tax Credits.

Amounts in respect of items (ii), (iii), (iv) and (v) above will be credited to the Class S VFN Drawdown Ledger and then subsequently credited to the General Reserve Fund Ledger, the Class A and Class B Liquidity Reserve Fund Ledger and the Principal Ledger (as applicable).

Amounts in respect of items (vi), (vii), (viii) and (x) above will be credited to the Hedge Collateral Ledger as detailed below. For the avoidance of doubt, items (vi), (vii), (viii) and (x) above – provided pursuant to each Basis Hedge Agreement – shall not form part of the Available Revenue until applied (or realised and applied) to satisfy the obligations of the applicable Basis Hedge Provider or replacement Basis Hedge Provider pursuant to the relevant Basis Hedge Agreement (in respect of which such items have been provided). See further the section entitled "*Hedging Arrangements*".

MFA Pre Funding Reserve Ledger

It is expected that PML as Administrator will on the Closing Date credit to the "**MFA Pre-Funding Reserve Ledger**" an amount equal to 0.08% of the Initial Principal Amount of the Notes to be used by the Issuer for the purchase of Mandatory Further Advances from the Sellers, subject to clause 6.4(d) of the Administration Agreement, up until the earlier of the MFA Pre-Funding Reserve Ledger Release Date and the Principal Determination Date (determined by PML as Administrator) immediately preceding the Step-Up Date.

General Reserve Fund Ledger

PML as Administrator will maintain the "**General Reserve Fund Ledger**", which will record amounts credited to, and debited from, the General Reserve Fund. The General Reserve Fund will be funded from part of the proceeds of the Class S Notes in an amount equal to the General Reserve Fund Required Amount

on the Closing Date and on each Interest Payment Date up to and including the Final Redemption Date from amounts to be applied to the General Reserve Fund in accordance with the Revenue Priority of Payments.

On each Interest Payment Date up to and including the Final Redemption Date (prior to service of an Enforcement Notice), PML as Administrator will, first, transfer, after fully utilising the Class A and Class B Liquidity Reserve Fund Ledger on such Interest Payment Date, to the General Reserve Fund (crediting the General Reserve Fund Ledger) from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to any Intra-period Amounts which have been debited to the General Reserve Fund Ledger during the Interest Period ending on such Interest Payment Date and (if relevant) in respect of which the General Reserve Fund has not been replenished on an earlier Mortgage Payment Date during such Interest Period, second, debit (i) an amount equal to the General Reserve Fund Excess Amount from the General Reserve Fund Ledger to be applied as Available Revenue; and (ii) an amount equal to the General Reserve Fund Release Amount (if any) from the General Reserve Fund Ledger to be applied in meeting any Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order in which they appear in the Revenue Priority of Payments and, third, following any such adjustments to the General Reserve Fund Ledger, apply (on behalf of the Issuer) the Available Revenue pursuant to the Revenue Priority of Payments and credit to the General Reserve Fund Ledger the amount of Available Revenue applied on such Interest Payment Date to replenish the General Reserve Fund up to the General Reserve Fund Required Amount pursuant to item (xiv) of the Revenue Priority of Payments.

On the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit and then any General Reserve Fund Release Amount to meet any Revenue Deficit against the relevant items in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments, and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger and/or the General Reserve Fund Ledger in accordance with the Revenue Priority of Payments, in each case on such Final Redemption Date) credited to the Principal Ledger and will be applied as Available Redemption Funds in accordance with the Principal Priority of Payments (see "*Key Structural Features – General Reserve Fund and General Reserve Fund Ledger*" above).

Class A and Class B Liquidity Reserve Fund Ledger

PML as Administrator will maintain the "**Class A and Class B Liquidity Reserve Fund Ledger**", which will record amounts credited to, and debited from, the Class A and Class B Liquidity Reserve Fund. The Class A and Class B Liquidity Reserve Fund will be funded from part of the proceeds of the Class S Notes in an amount equal to the Class A and Class B Liquidity Reserve Fund Required Amount on the Closing Date and on each Interest Payment Date up to but excluding the Class B Redemption Date from amounts to be applied to the Class A and Class B Liquidity Reserve Fund in accordance with the Revenue Priority of Payments. On each Interest Payment Date up to but excluding the Class B Redemption Date (prior to service of an Enforcement Notice), PML as Administrator will, first, transfer, on such Interest Payment Date, to the Class A and Class B Liquidity Reserve Fund (crediting the Class A and Class B Liquidity Reserve Fund Ledger) from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to any Intra-period Amounts which have been debited to the Class A and Class B Liquidity Reserve Fund Ledger during the Interest Period ending on such Interest Payment Date and (if relevant) in respect of which the Class A and Class B Liquidity Reserve Fund has not been replenished on an earlier Mortgage Payment Date during such Interest Period, second, debit (i) an amount equal to the Class A and Class B Liquidity Reserve Fund Excess Amount from the Class A and Class B Liquidity Reserve Fund Ledger to be applied as Available Revenue; and (ii) an amount equal to the Class A and Class B Liquidity Reserve Fund Release Amount (if any) from the Class A and Class B Liquidity Reserve Fund Ledger to be applied in meeting any Class A and Class B Liquidity Deficit against the relevant items in the Revenue Priority of Payments in the order in which they appear in the Revenue Priority of Payments and, third, following any such adjustments to the Class A and Class B Liquidity Reserve Fund Ledger, apply (on behalf of the Issuer) the Available Revenue pursuant to the Revenue Priority of Payments and credit to the Class A and Class B Liquidity Reserve Fund Ledger the amount of Available Revenue applied on such Interest Payment Date to replenish the Class A and Class B Liquidity Reserve Fund up to the Class A and Class B Liquidity Reserve Fund Required Amount pursuant to item (vii) of the Revenue Priority of Payments.

On the Class B Redemption Date only, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amount in meeting any Class A and Class B Liquidity Deficit against the relevant items in the

Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments and debiting such amount from the Class A and Class B Liquidity Reserve Fund Ledger) will be credited to the Revenue Ledger and applied as Available Revenue in accordance with the Revenue Priority of Payments (see "Key Structural Features – Class A and Class B Liquidity Reserve Fund and Class A and Class B Liquidity Reserve Fund Ledger" below).

Interest Shortfall Ledger

PML as Administrator, will, on any Principal Determination Date while any Rated Note remains outstanding (and no later than one Business Day from the Interest Determination Date), debit an amount equal to the expected Senior and Junior Expenses Deficit on the immediately following Interest Payment Date to the Principal Ledger and credit such amount in a separate ledger under the Transaction Account (the "**Interest Shortfall Ledger**").

PML as Administrator will, on each Interest Payment Date, cause an amount to be debited from the Interest Shortfall Ledger and credited to the Revenue Ledger to fund the Senior and Junior Expenses Deficit in accordance with the Administration Agreement.

Mortgage Margin Reserve Fund Ledger and Mortgage MRF Discretionary Fund Ledger

PML as Administrator, will deposit part of the proceeds of the issuance of the Class S Notes: (i) to be used for the purposes of establishing the Mortgage Margin Reserve Fund on the Closing Date in a ledger under the Transaction Account (the "**Mortgage Margin Reserve Fund Ledger**"); and (ii) to be used for the purposes of establishing the Mortgage MRF Discretionary Fund on the Closing Date, and topping up thereof from time to time, in a separate ledger from the Revenue Priority of Payments under the Transaction Account (the "**Mortgage MRF Discretionary Fund Ledger**").

On each Interest Payment Date, PML as Administrator may, at its discretion, debit the Revenue Ledger and credit the Mortgage MRF Discretionary Fund Ledger to fund the Mortgage MRF Discretionary Amount.

PML as Administrator, will, on each Interest Payment Date, cause the Quarterly MRF Release Amount to be debited from the Mortgage Margin Reserve Fund Ledger and credited to the Revenue Ledger for application in accordance with the Revenue Priority of Payments.

On each Further Sale Date, PML as Administrator shall debit the Mortgage MRF Discretionary Fund Ledger and credit the Mortgage Margin Reserve Fund Ledger in respect of Additional Mortgage MRF Required Amount in relation to any Additional Mortgages acquired by the Issuer from the Sellers on such Further Sale Date.

Conversion Margin Reserve Fund Ledger and Conversion MRF Discretionary Fund Ledger

PML as Administrator, will deposit part of the proceeds of the issuance of the Class S Notes to be used for the purposes of establishing the Conversion MRF Discretionary Fund on the Closing Date in a ledger under the Transaction Account (the "**Conversion MRF Discretionary Fund Ledger**").

On each Interest Payment Date, PML as Administrator may, at its discretion, debit the Revenue Ledger and credit the Conversion MRF Discretionary Fund Ledger in respect of the Conversion MRF Discretionary Amount received by the Issuer pursuant to the Revenue Priority of Payments.

On the conversion date in respect of any Proposed Interest Rate Converted Mortgage during a Collection Period, PML as Administrator shall debit the Conversion MRF Discretionary Fund Ledger and credit a separate ledger under the Transaction Account (the "**Conversion Margin Reserve Fund Ledger**") in an amount equal to the Conversion MRF Required Amount in respect of such Proposed Interest Rate Converted Mortgage.

PML as Administrator, will, on each Interest Payment Date, cause (i) the aggregate of the Interest Rate Converted Mortgage Release Amounts to be debited from the Conversion Margin Reserve Fund Ledger and credited to the Revenue Ledger for application in accordance with the Revenue Priority of Payments and (ii) any Conversion MRF Excess Amount or, as the case may be, any Non-Proceeding Conversion Release Amount to be debited from the Conversion Margin Reserve Fund Ledger and credited to the Revenue Ledger for application in accordance with the Revenue Priority of Payments.

Hedge Collateral Ledger

PML as Administrator will maintain a "**Hedge Collateral Ledger**" to which will be credited such amounts representing:

- (i) any Hedge Collateral received by the Issuer from a Basis Hedge Provider from time to time in respect of any Basis Hedge Agreement, including any interest on, and distributions in respect of, Hedge Collateral;
- (ii) any swap termination payments to be applied by the Issuer in the purchase of one or more replacement hedging transactions;
- (iii) any Hedge Replacement Premium to be applied by the Issuer in making any swap termination payment due from it to a Basis Hedge Provider; and
- (iv) any amounts in respect of Swap Tax Credits.

The Hedge Collateral Ledger will be debited by the relevant amount in the event that any such amount is paid to the relevant Basis Hedge Provider or relevant replacement Basis Hedge Provider or is applied (or is realised and applied) towards satisfaction of obligations of such Basis Hedge Provider, in each case paid: (a) in accordance with the relevant Basis Hedge Agreement; and (b) not in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments. In the event that such amounts have been applied towards satisfaction of obligations of such Basis Hedge Provider and are not to be applied by the Issuer in the purchase of one or more replacement hedging transactions, any remaining amount shall be credited to the Revenue Ledger for application in accordance with the Revenue Priority of Payments.

Principal Deficiency Ledger

PML as Administrator will maintain a "**Principal Deficiency Ledger**" to which will be debited amounts representing principal losses incurred on the Mortgages, Principal Addition Amounts applied in meeting certain senior and junior expenses of the Issuer or in refunding reclaimed direct debit payments in respect of the Mortgages and other amounts payable to the Collection Account Banks. The Principal Deficiency Ledger will be credited if and to the extent that funds standing to the credit of the Revenue Ledger are applied in making such reduction in accordance with the Revenue Priority of Payments.

Class S VFN Drawdown Ledger

PML as Administrator will maintain a "**Class S VFN Drawdown Ledger**" which will record (i) amounts funded on any Business Day by the Class S VFN prior to the Class S VFN Commitment Termination Date to be credited to the Class S VFN Drawdown Ledger in accordance with Condition 17 (*Limitation of Liability of Trustee*) (ii) withdrawals from such ledger on any Business Day to (a) (at the discretion of PML as Administrator) fund the General Reserve Fund up to and including an amount equal to the General Reserve Fund Required Amount, (b) (at the discretion of PML as Administrator) fund the Class A and Class B Note Liquidity Reserve Fund up to and including an amount equal to the Class A and Class B Liquidity Reserve Fund Required Amount, and (c) (at the discretion of PML as Administrator) to credit such amounts to the Principal Deficiency Ledger if and to the extent that there is a balance of less than zero on the Principal Deficiency Ledger.

Issuer Profit Ledger

PML as Administrator shall establish a ledger (the "**Issuer Profit Ledger**"), which shall record as a credit any amounts retained by the Issuer as profit in accordance with the Revenue Priority of Payments and the Enforcement Priority of Payments and as a debit any amount used to discharge any corporation tax liability of the Issuer.

Retained Principal Ledger

PML as Administrator will maintain a "**Retained Principal Ledger**", and shall debit the Principal Ledger and credit the Retained Principal Ledger on each Interest Payment Date falling in the Further Sale Period, all amounts received by the Issuer pursuant to item (v) of the Principal Priority of Payments and shall record as a debit on the Retained Principal Ledger on: (a) each Interest Payment Date, any Retained Principal Release Amount (as defined below) (and such amount shall be credited to the Principal Ledger); (b) any Further Sale Date (that is not an Interest Payment Date) any amounts standing to the credit of the Retained

Principal Ledger applied as Initial Purchase Consideration in respect of any Additional Mortgages acquired by the Issuer from the Sellers on such Further Sale Date; and (c) on any Business Day to fund Mandatory Further Advances (after application of any amounts standing to the credit of the MFA Pre-Funding Reserve Ledger) or Discretionary Further Advances (as applicable).

If on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) immediately preceding an Interest Payment Date during the Further Sale Period, (i) the amount standing to the credit of the Retained Principal Ledger exceeds the Maximum Principal Retained Amount or (ii) it is determined on such Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) by PML as Administrator, in its sole discretion, that any other amount standing to the credit of the Retained Principal Ledger shall be released, then any amount standing to the credit of the Retained Principal Ledger in excess of the Maximum Principal Retained Amount together with any other amount standing to the credit of the Retained Principal Ledger that PML as Administrator in its sole discretion has determined shall be released to the Principal Ledger (the "**Retained Principal Release Amount**") will be applied on the immediately following Interest Payment Date toward the redemption of first Class A Notes, secondly Class B Notes, thirdly Class C Notes, fourthly Class D Notes and lastly Class Z Notes. For the avoidance of doubt, any excess is applied outside the Principal Priority of Payments but will be aggregated with the Available Redemption Funds to form the total funds available to redeem such classes of Notes.

On the Further Sale Period End Date, all amounts standing to the credit of the Retained Principal Ledger shall be debited therefrom and credited to the Principal Ledger.

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The "**Maximum Principal Retained Amount**" means, on any Principal Determination Date, an amount equal to 10 per cent. of the aggregate of the Current Balance of all Mortgages in the Mortgage Portfolio.

Revenue Priority of Payments

Until the security for the Notes becomes enforceable, the following payments and provisions are required to be made out of the moneys standing to the credit of the Transaction Account and representing the credit balance on the Revenue Ledger ("**Available Revenue**") on each Interest Payment Date, (including all amounts received from each Basis Hedge Provider on that Interest Payment Date and subject to the exceptions set out in "*Cashflows and Cash Management*" above (in particular except for any Hedge Collateral or proceeds thereof (until such time as and to the extent permitted by the relevant Basis Hedge Agreement such Hedge Collateral is applied (or is realised and applied) towards satisfaction of the obligations of that Basis Hedge Provider and only to the extent that such Hedge Collateral is not to be applied by the Issuer in the purchase of one or more replacement hedging transactions)) and including the General Reserve Fund and the Class A and Class B Liquidity Reserve Fund where required and permitted as described in "*Key Structural Features – Credit Enhancement and Liquidity Support*" above), in the following order of priority (in each case only if and to the extent that payments and provisions of a higher priority have been made in full) (the "**Revenue Priority of Payments**"):

- (i)
 - (a) first, in payment of (together with any VAT thereon in accordance with the relevant agreement) any amounts due and payable by the Issuer to the Trustee; and
 - (b) second, *pro rata* according to the respective amounts thereof, payment of (in each case, together with any VAT thereon in accordance with the relevant agreement) any costs or expenses properly claimed (including, without limitation, the reimbursement of such fees costs and expenses properly paid by any agent on behalf of the Issuer) by the Agents under the Agency Agreement, payment of amounts due and payable by the Issuer to the Intertrust Corporate Services Provider pursuant to the Intertrust Corporate Services Agreement, payment of amounts due and payable by the Issuer to the Account Bank pursuant to the Account Bank Agreement and payments of amounts due and payable by the Issuer to any Hedge Collateral Custodian;
- (ii) *pro rata* according to the respective amounts thereof, payment of (in each case, together with any VAT thereon in accordance with the relevant agreement): (a) all fees, costs, expenses and commissions due and payable to the Administrators and/or the Sellers and/or any substitute

administrator under the Administration Agreement; and/or any other person appointed to perform the services specified in the Administration Agreement (b) all fees, costs and expenses due and payable to the Substitute Administrator Facilitator under the Substitute Administrator Facilitator Agreement; and (c) surveillance fees to the Rating Agencies;

- (iii) *pro rata* according to the respective amounts thereof, payment of any amounts due and payable to the Basis Hedge Providers under each Basis Hedge Agreement other than (a) any Hedge Provider Subordinated Amounts, (b) any Withholding Compensation Amounts and (c) any payments due and payable to a Basis Hedge Provider or replacement Basis Hedge Provider under any Basis Hedge Agreement entered into by the Issuer which are funded by any Hedge Replacement Premium, Hedge Collateral (including any interest or distribution thereof) or Swap Tax Credits;
- (iv) *pro rata* according to the respective amounts thereof, payment of interest due and payable and all arrears of interest remaining unpaid on the Class A Notes together with (if applicable) interest thereon;
- (v) if on that Interest Payment Date any Class A Notes remain outstanding and the amount of any remaining debit balance on the Principal Deficiency Ledger (expressed as a positive sum) exceeds the aggregate Principal Liability Outstanding of the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes then an amount up to that excess shall be applied in making a provision for an amount up to, and to that extent reducing, any debit balance on the Principal Deficiency Ledger; the amount of any such reduction will be deemed to be principal received when calculating the amount of Available Redemption Funds;
- (vi) payment of interest due and payable and all arrears of interest remaining unpaid (including Deferred Interest and Additional Interest) on the Class B Notes together with (if applicable) interest thereon;
- (vii) to credit the Class A and Class B Liquidity Reserve Fund Ledger up to the Class A and Class B Liquidity Reserve Fund Required Amount;
- (viii) if on that Interest Payment Date, any Class B Note remains outstanding and the amount of any remaining debit balance on the Principal Deficiency Ledger (expressed as a positive sum) exceeds the aggregate Principal Liability Outstanding of the Class C Notes, the Class D Notes and the Class Z Notes, then an amount up to that excess shall be applied in making a provision for an amount up to, and to that extent reducing, any debit balance on the Principal Deficiency Ledger; the amount of any such reduction will be deemed to be principal received when calculating the amount of Available Redemption Funds;
- (ix) payment of interest due and payable and all arrears of interest remaining unpaid (including Deferred Interest and Additional Interest) on the Class C Notes together with (if applicable) interest thereon;
- (x) if on that Interest Payment Date, any Class C Note remains outstanding and the amount of any remaining debit balance on the Principal Deficiency Ledger (expressed as a positive sum) exceeds the aggregate Principal Liability Outstanding of the Class D Notes and the Class Z Notes, then an amount up to that excess shall be applied in making a provision for an amount up to, and to that extent reducing, any debit balance on the Principal Deficiency Ledger; the amount of any such reduction will be deemed to be principal received when calculating the amount of Available Redemption Funds;
- (xi) payment of interest due and payable and all arrears of interest remaining unpaid (including Deferred Interest and Additional Interest) on the Class D Notes together with (if applicable) interest thereon;
- (xii) if on that Interest Payment Date, any Class D Note remains outstanding and the amount of any remaining debit balance on the Principal Deficiency Ledger (expressed as a positive sum) exceeds the aggregate Principal Liability Outstanding of the Class Z Notes, then an amount up to that excess shall be applied in making a provision for an amount up to, and to that extent reducing, any debit balance on the Principal Deficiency Ledger; the amount of any such reduction will be deemed to be principal received when calculating the amount of Available Redemption Funds;

- (xiii) provision for payment to the Issuer to retain as profit in the Issuer Profit Ledger of the Transaction Account an aggregate of £1,000, paid in equal instalments on each Interest Payment Date falling within the first accounting reference period of the Issuer (determined in accordance with Chapter 3, Part 15 Companies Act 2006), and £250 on each Interest Payment Date falling thereafter, which shall be credited to the Issuer Profit Ledger for the Issuer to retain as a profit for entering into the Transaction (the "**Issuer Profit Amount**");
- (xiv) to credit the General Reserve Fund Ledger up to the General Reserve Fund Required Amount;
- (xv) (taking into account any reduction of the debit balance on the Principal Deficiency Ledger under paragraphs (v), (viii), (x) and (xii) above) provision for an amount up to, and to that extent reducing, any debit balance on the Principal Deficiency Ledger; the amount of any such reduction will be deemed to be principal received when calculating the amount of Available Redemption Funds;
- (xvi) on any Interest Payment Date falling prior to the Step-Up Date, payment (at the Administrators' discretion) of any Mortgage MRF Discretionary Amount and/or Conversion MRF Discretionary Amount (as applicable) by debiting the Revenue Ledger and crediting the Mortgage MRF Discretionary Fund Ledger or Conversion MRF Discretionary Fund Ledger (as applicable);
- (xvii) *pro rata* according to the respective amounts thereof (except as otherwise provided for in this Revenue Priority of Payments), payment of sums due and payable to third parties (each including any value added tax chargeable thereon) under obligations incurred in the course of the Issuer's business and provision for and payment of the Issuer's liability (if any) to VAT and to corporation tax (to the extent that such corporation tax is not paid out of amounts retained by the Issuer in the Transaction Account as profit in accordance with paragraph (xiii));
- (xviii) *pro rata* according to the respective amounts thereof, payment of any Withholding Compensation Amounts and any Hedge Provider Subordinated Amounts, if any, due and payable to each Basis Hedge Provider in respect of any Basis Hedge Agreement other than any Hedge Provider Subordinated Amounts that are due and payable to a Basis Hedge Provider or replacement Basis Hedge Provider under any Basis Hedge Agreement or under any other hedging arrangements entered into by the Issuer which are funded by any Hedge Replacement Premium, Hedge Collateral (including any interest or distribution thereof) or Swap Tax Credits;
- (xix) on any Interest Payment Date falling on or after the Step-Up Date or the Final Redemption Date, in or towards repaying principal due on the Rated Notes in accordance with the Conditions (see Condition 5(a) (*Mandatory Redemption in Part from Available Redemption Funds*));
- (xx) payment of interest due and payable and all arrears of interest remaining unpaid (including Deferred Interest and Additional Interest) on the Class Z Notes together with (if applicable) interest thereon;
- (xxi) payment of interest due and payable and all arrears of interest remaining unpaid (including Deferred Interest and Additional Interest) on the Class S Notes together with (if applicable) interest thereon;
- (xxii) to pay principal *pari passu* and *pro rata* to the holders of the Class S Notes (subject to the principal payment not reducing the Principal Liability Outstanding of the Class S Notes below the aggregate of the General Reserve Fund Required Amount and the Class A and Class B Liquidity Reserve Fund Required Amount on such Interest Payment Date);
- (xxiii) to provide for amounts due on the relevant Interest Payment Date to pay interest (including any Deferred Interest) due and payable on the Class S VFN;
- (xxiv) to provide for amounts due on the relevant Interest Payment Date to repay principal due and payable on the Class S VFN;
- (xxv) provision for, at the option of the Issuer, a reserve to fund any purchases of hedging arrangements and/or related guarantees in the next Interest Period;
- (xxvi) provision for any amounts then due or overdue to the Issue Services Provider under the Issue Services Fee Letter (each including any value added tax chargeable thereon, as applicable);

- (xxvii) provision for payment to the Administrators or Paragon Corporate Services Provider of such fees as the Issuer and the Administrators or Paragon Corporate Services Provider (as the case may be) may agree (including, without limitation in the Paragon Corporate Services Letter) in respect of facilities or services provided to the Issuer by the Administrators or Paragon Corporate Services Provider (as the case may be) other than fees provided for above (each including any value added tax chargeable thereon, as applicable) subject to such fees not exceeding £5,000 on the relevant Interest Payment Date; and
- (xxviii) on any Interest Payment Date prior to (but excluding) the Step-Up Date any excess amounts *pro rata* and *pari passu* as RC1 Payments to the holders of the RC1 Residual Certificates and following the Step-Up Date, any excess amounts *pro rata* and *pari passu* as RC2 Payments to the holders of the RC2 Residual Certificates,

all as set out in a deed of sub-charge and assignment to be entered into between the Issuer, the Trustee, the Paragon Corporate Services Provider, the Intertrust Corporate Services Provider, the Sellers, the Substitute Administrator Facilitator, the Administrators, the Issue Services Provider, the Basis Hedge Providers, any Hedge Collateral Custodian and others (the "**Deed of Charge**").

If and to the extent that the provisions specified in paragraphs (xxvi) to (xxviii) inclusive above are made on an Interest Payment Date, the relevant amounts shall be paid to the persons entitled thereto on such Interest Payment Date to the extent that the amounts credited to the Transaction Account representing a credit balance on the Revenue Ledger are sufficient for such purpose.

Save for the General Reserve Fund, the Class A and Class B Liquidity Reserve Fund, the Mortgage Margin Reserve Fund, the Mortgage MRF Discretionary Fund, the Conversion Margin Reserve Fund and the Conversion MRF Discretionary Fund, the Issuer will not be required to accumulate surplus cash as security for any future payments on the Notes.

Principal Priority of Payments

Until the security for the Notes becomes enforceable, the following payments and provisions are required to be made out of the moneys standing to the credit of the Transaction Account and representing the credit balance on the Principal Ledger ("**Available Principal**") less any amount to be applied to fund a Senior and Junior Expenses Deficit on each Interest Payment Date, in the following order of priority (except to the extent that any of items (i), (ii) and (iii) is identified as being due and payable prior to the determination of amounts due in priority thereto, in which case amounts shall be allocated to payment of such items upon identification) (the "**Principal Priority of Payments**"):

- (i) the aggregate principal amount of Mandatory Further Advances funded by the Issuer during the relevant Collection Period (or expected to be funded on or prior to the Interest Payment Date immediately succeeding the relevant Collection Period) other than such as have been or will be funded by debiting amounts standing to the credit of the MFA Pre-Funding Reserve Ledger or the Retained Principal Ledger and crediting such amounts to the Principal Ledger in accordance with the Administration Agreement;
- (ii) the aggregate principal amount of Discretionary Further Advances funded by the Issuer during the relevant Collection Period (or expected to be funded on or prior to the Interest Payment Date immediately succeeding the relevant Collection Period);
- (iii) the aggregate amount of principal applied during the relevant Collection Period in refunding reclaimed direct debit payments in respect of the Mortgages and/or reimbursement of any amount payable to the Collection Account Banks in accordance with the direct debiting scheme and debited to the Principal Ledger;
- (iv) prior to the expiration of the Further Sale Period, to pay any Initial Purchase Consideration in respect of Additional Mortgages acquired on any Further Sale Date during the relevant Collection Period (or expected to be funded on or prior to the Interest Payment Date immediately succeeding the relevant Collection Period);
- (v) prior to the expiration of the Further Sale Period, to credit to the Retained Principal Ledger in an amount up to the Maximum Principal Retained Amount as may be determined by PML as Administrator on the immediately preceding Principal Determination Date;

- (vi) in or towards repaying principal due on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN in accordance with the Conditions and the provisions of the Trust Deed; and
- (vii) any excess amounts as Available Revenue.

Retained Principal Release Amounts determined by PML as Administrator on the immediately preceding Principal Determination Date shall be applied in or towards repaying principal due on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class Z Notes outside the Principal Priority of Payments but in accordance with the Conditions and the provisions of the Trust Deed (see Condition 5(a) (*Mandatory Redemption in Part from Available Redemption Funds*)).

Enforcement Priority of Payments

The terms on which the security interests, referred to below in "*Security for the Notes*", will be held will provide that all moneys received or recovered after the security constituted by or pursuant to the Deed of Charge has become enforceable ("**Post-Enforcement Amounts**") shall (subject as provided therein, in particular the exceptions described in "*Application of Excess Hedge Collateral and Hedge Replacement Premium*" below) be applied in the following order of priority (in each case, *pro rata* according to the respective amounts thereof) (the "**Enforcement Priority of Payments**" and, together with the Revenue Priority of Payments and the Principal Priority of Payments, the "**Payments Priorities**") on such dates from time to time as the Trustee may decide:

- (i)
 - (a) first, *pari passu* and *pro rata*, the remuneration then payable to any receiver appointed under the Deed of Charge and any costs, charges, liabilities and expenses incurred by such receiver together with interest as provided in the Deed of Charge; and amounts due from the Issuer to the Trustee together with interest thereon as provided in the Deed of Charge (in each case, together with any VAT thereon in accordance with the relevant agreement); and
 - (b) second, *pari passu* and *pro rata*, costs, fees or expenses properly claimed (including, without limitation, the reimbursement of such costs, fees and expenses properly paid by any agent on behalf of the Issuer) by the Agents under the Agency Agreement, by the Account Bank pursuant to the Account Bank Agreement and by any Hedge Collateral Custodian under any Hedge Collateral Custody Agreement; amounts due to Borrowers under the Mortgages in respect of Mandatory Further Advances; and surveillance fees to the Rating Agencies, (in each case, together with any VAT thereon in accordance with the relevant agreement);
- (ii) (a) certain fees and out-of-pocket expenses and commissions of the Administrators; (b) certain commissions previously received by the Issuer which have not previously been paid to the Seller; (c) all moneys due and payable to the Substitute Administrator Facilitator under the Substitute Administrator Facilitator Agreement; (d) all moneys due and payable to a substitute administrator appointed in accordance with the Administration Agreement (if applicable) and (e) all moneys due and payable to the Intertrust Corporate Services Provider under the Intertrust Corporate Services Agreement (in each case, together with any VAT thereon in accordance with the relevant agreement);
- (iii) *pro rata* according to the respective amounts thereof, payment of any amounts due and payable to the Basis Hedge Providers under each Basis Hedge Agreement other than (a) any Hedge Provider Subordinated Amounts, (b) any Withholding Compensation Amounts and (c) any payments due and payable to a Basis Hedge Provider or replacement Basis Hedge Provider under any Basis Hedge Agreement entered into by the Issuer which are funded by any Hedge Replacement Premium, Hedge Collateral (including any interest or distribution thereof) or Swap Tax Credits;
- (iv) (a) all interest unpaid in respect of the Class A Notes (together with any unpaid interest thereon); (b) all principal moneys due in respect of the Class A Notes; and (c) any other amounts due in respect of the Class A Notes;

- (v) (a) all interest unpaid in respect of the Class B Notes (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class B Notes; and (c) any other amounts due in respect of the Class B Notes;
- (vi) (a) all interest unpaid in respect of the Class C Notes (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class C Notes; and (c) any other amounts due in respect of the Class C Notes;
- (vii) (a) all interest unpaid in respect of the Class D Notes (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class D Notes; and (c) any other amounts due in respect of the Class D Notes;
- (viii) (a) all interest unpaid in respect of the Class Z Notes (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class Z Notes; and (c) any other amounts due in respect of the Class Z Notes;
- (ix) *pro rata* according to the respective amounts thereof, payment of any Withholding Compensation Amounts and any Hedge Provider Subordinated Amounts, if any, due and payable to each Basis Hedge Provider in respect of any Basis Hedge Agreement, other than any Hedge Provider Subordinated Amounts that are due and payable to a Basis Hedge Provider or replacement Basis Hedge Provider under any Basis Hedge Agreement or under any other hedging arrangements entered into by the Issuer which are funded by any Hedge Replacement Premium, Hedge Collateral (including any interest or distribution thereof) or Swap Tax Credits;
- (x) (a) all interest unpaid in respect of the Class S Notes (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class S Notes; and (c) any other amounts due in respect of the Class S Notes;
- (xi) (a) all interest unpaid in respect of the Class S VFN (including any Deferred Interest and Additional Interest (together with any unpaid Default Interest thereon)); (b) all principal moneys due in respect of the Class S VFN; and (c) any other amounts due in respect of the Class S VFN;
- (xii) all amounts due and payable by the Issuer: (a) to the Paragon Corporate Services Provider under the Paragon Corporate Services Letter and the Deed of Charge; (b) to the Sellers under the Mortgage Sale Agreement, the Administration Agreement and the Deed of Charge (other than in respect of Deferred Purchase Consideration); (c) to the Issue Services Provider under the Issue Services Fee Letter (each including any value added tax chargeable thereon, as applicable);
- (xiii) provision for (a) payment to the Issuer of the Issuer Profit Amount and (b) payment to any relevant authority for any other tax (which shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and wheresoever imposed, including income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon) including financial transaction tax (which cannot be met out of amounts previously retained by the Issuer as profit under item (xiii)(a)); and
- (xiv) on any Interest Payment Date prior to (but excluding) the Step-Up Date to pay any excess amounts, *pro rata* and *pari passu* as RC1 Payments to the holders of the RC1 Residual Certificates and thereafter to pay any excess amounts, *pro rata* and *pari passu*, on such Interest Payment Date, as RC2 Payments to the holders of the RC2 Residual Certificates.

Application of Excess Hedge Collateral and Hedge Replacement Premium

Any amount attributable to the return of collateral to a Basis Hedge Provider and any Hedge Replacement Premium applied by the Issuer in making any swap termination payment due from the Issuer to a Basis Hedge Provider will be paid directly to the relevant Basis Hedge Provider and not in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments. Any swap termination payment applied by the Issuer in the purchase of one or more replacement hedging transactions shall be applied

directly to such purchase and shall not be paid in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments. See further the section entitled "*Hedging Arrangements*".

If the Issuer receives any tax credit, allowance, set-off or repayment from the tax authorities of any jurisdiction relating to the deduction or withholding that gave rise to the payment by a Basis Hedge Provider of an "Additional Amount" (as defined under "*Hedging Arrangements*"), then an amount equal to the net cash received by the Issuer in respect of such tax credit, allowance, set-off or repayment being a "**Swap Tax Credit**" shall be paid directly to the applicable Basis Hedge Provider and not in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments.

Estimations and Reconciliations

In circumstances where the Administrator Report or other relevant information is not available, such that the Administrators cannot determine the Revenue Receipts and Principal Receipts in respect of any Collection Period, the amount of Revenue Receipts and Principal Receipts for the purposes of such determination shall be estimated by reference to the three most recent Collection Periods. The Administrators will also use the Revenue Receipts and Principal Receipts calculated in this manner for the purpose of providing such information in relation to the Mortgages as may be required pursuant to the Basis Hedge Agreements to the relevant Basis Hedge Provider.

If an Administrator Report is subsequently delivered in respect of any subsequent Collection Period and for the Collection Periods where no such information was available, then: (i) the Revenue Receipts and the Principal Receipts will be calculated on the basis of the information in such Administrator Report; and (ii) one or more reconciliation payments in respect of a Reconciliation Amount may be required to be made by the Issuer on the related and subsequent Interest Payment Dates in order to account for any overpayment(s) and/or underpayment(s) made on any Interest Payment Date during the relevant period of estimations in accordance with Condition 4(h) (*Determinations and Reconciliation*) and the Administration Agreement.

DESCRIPTION OF THE NOTES, THE VARIABLE FUNDING NOTE AND RESIDUAL CERTIFICATES IN GLOBAL FORM

The issue of the Notes and the Residual Certificates is authorised by resolutions of the Board of Directors of the Issuer passed on or around 24 October 2023. The Notes and the Residual Certificates will be constituted by a trust deed (the "**Trust Deed**") expected to be dated the Closing Date (as defined below) between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**", which expression shall include its successors as trustee under the Trust Deed) as trustee for the Noteholders (as defined in Condition 1(a)). The proceeds of the Notes and the Residual Certificates will be applied by the Issuer as described in "*Use of Proceeds*" below.

The statements set out below include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Deed of Charge.

The Noteholders and the Residual Certificateholders will be entitled to the benefit of, will be bound by, and will be deemed to have notice of, all the provisions of the Trust Deed and the Deed of Charge and will be deemed to have notice of all the provisions of the Relevant Documents.

General

The Notes of each Class (other than the Class S VFN), as at the Closing Date, will be represented by a Global Note. Each of the RC1a Residual Certificates, RC1b Residual Certificates, RC2a Residual Certificates and RC2b Residual Certificates, as at the Closing Date, will be represented by a Global Residual Certificate. All capitalised terms not defined in this paragraph shall be as defined in the Conditions of the Notes or the Conditions of the Residual Certificates, as applicable. The Class S VFN Registrar will maintain a register in which it will register the holder of the Class S VFN as the owner of the Class S VFN.

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in co-operation with market participants and that notes to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the Euro (the "**Eurosystem**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form held through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

The Global Notes and the Global Residual Certificates will be deposited on or about the Closing Date with a common depositary for both Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") and, in the case of Notes to be held under the NSS, will be deposited with the common safekeeper for Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**").

The Global Notes and the Global Residual Certificates will be registered in the name of a nominee for the Common Depositary for both Euroclear and Clearstream, Luxembourg and, in the case of Notes to be held under the NSS, will be deposited with the Common Safekeeper and registered in the name of a nominee of Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Depositary, or in the case of Notes to be held under the NSS, the Common Safekeeper, as applicable, as the owner of the Global Notes.

Upon confirmation by the Common Depositary or the Common Safekeeper (as applicable) that it has custody of each Global Note and/or Global Residual Certificate, as applicable, Euroclear or Clearstream, Luxembourg, as the case may be, will record the beneficial interests in such Global Note or Global Residual Certificate, as applicable (the "**Book-Entry Interests**") attributable thereto.

Book-Entry Interests in respect of each Global Note will be recorded in denominations of £100,000 and for so long as Euroclear and Clearstream, Luxembourg so permit, any amount in excess thereof in integral multiples of £1,000 (an "**Authorised Denomination**"). Ownership of Book-Entry Interests is limited to persons that have accounts with Euroclear or Clearstream, Luxembourg (the "**Participants**") or persons that hold interests in the Book-Entry Interests through Participants (the "**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial

relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants shall also include persons that hold beneficial interests through such Indirect Participants. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by Paragon Bank. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee for the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper, is the registered holder of each Global Note and Global Residual Certificate underlying the Book-Entry Interests, the nominee for the Common Depositary or the Common Safekeeper (in the case of Notes held under the NSS), will be considered the sole Noteholder or Certificateholder, as applicable of such Global Note or Global Residual Certificate, respectively, for all purposes under the Trust Deed. Except as set forth in the section entitled "*Issuance of Definitive Notes and Definitive Residual Certificates*", below, Participants or Indirect Participants will not be entitled to have Notes or Residual Certificates registered in their names, will not receive or be entitled to receive physical delivery of Notes or Residual Certificates in definitive registered form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes or Residual Certificates, as applicable, under the Trust Deed. See the section entitled "*Action in Respect of the Global Notes, Global Residual Certificates and the Book-Entry Interests*", below.

Unlike legal owners or holders of the Notes and Residual Certificates, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Noteholders and/or Residual Certificateholders, as applicable. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under any Global Note or Global Residual Certificate, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Definitive Notes or Definitive Residual Certificates, as applicable are issued in accordance with the Conditions of the Notes or Conditions of the Residual Certificates, respectively. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

In the case of each Global Note and each Global Residual Certificate, unless and until Book-Entry Interests are exchanged for Definitive Notes or Definitive Residual Certificates, as applicable, such Global Note or Global Residual Certificate held by the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper, may not be transferred except as a whole by the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper, to a successor of the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper.

Purchasers of Book-Entry Interests in a Global Note or Global Residual Certificate will hold Book-Entry Interests in such Global Note or Global Residual Certificate, as applicable, relating thereto. Investors may hold their Book-Entry Interests in respect of the Global Notes and/or Global Residual Certificates directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set forth under "*Transfers and Transfer Restrictions*", below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in the Global Notes and Global Residual Certificates on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arrangers, the Trustee or any of their respective agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective Participants or account holders of their respective obligations under the rules and procedures governing their operations.

Payments on the Global Notes and the Global Residual Certificates

Payment of principal and interest on, and any other amount due in respect of, the Global Notes will be made in Sterling by Citibank, N.A., London Branch, as the Principal Paying Agent on behalf of the Issuer to the order of the Common Depositary or its nominee, or, in the case of Notes held under the NSS, the Common Safekeeper or its nominee as the registered holder thereof with respect to the Global Notes. Each holder of Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the order of the Common Depositary, or their nominees or, in the case of Notes held under the NSS, the Common Safekeeper or their nominees, in respect of those Book-Entry Interests. All such payments will be distributed without deduction or withholding for or on account of any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date (the "**Record Date**") Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders and Residual Certificateholders for the purposes of making payments to the Noteholders and/or the Residual Certificateholders, as applicable. The Record Date, in respect of the Notes and Residual Certificates shall be as at the close of business on the Business Day prior to the relevant Interest Payment Date. The Issuer expects that payments by Participants to owners of interests in Book-Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arrangers, the Trustee, the Paying Agents or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of a Participant's ownership of Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

Euroclear and Clearstream, Luxembourg each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. An electronic bridge has been established between the two systems of Euroclear and Clearstream, Luxembourg across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if either of the Issuer or the Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that any Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the nominee of the Common Depositary or, in the case of Notes held under the NSS, the Common Safekeeper, and, upon final payment, will surrender such Global Note (or portion thereof) to or to the order of the Principal Paying Agent for cancellation. Appropriate entries will be made in the Register. The redemption price payable in connection with the redemption of Book-Entry Interests will be equal to the amount received by the Principal Paying Agent in connection with the redemption of the Global Note (or portion thereof) relating thereto. For any redemptions of a Global Note in part, selection of the relevant Book-Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, in accordance with the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be. Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

All Notes redeemed in full will be cancelled forthwith by the Issuer and may not be reissued or resold.

Transfers and Transfer Restrictions

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants. See "*General*" above.

Beneficial interests in the Global Notes and Global Residual Certificates may be held only through Euroclear or Clearstream, Luxembourg. The Global Notes and Global Residual Certificates will bear a legend substantially identical to that appearing in the section entitled "*Transfer Restrictions and Investor Representations*" and neither the Global Notes, the Global Residual Certificates nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set forth in the legend appearing in the Global Notes or Global Residual Certificates, as applicable.

Issuance of Definitive Notes and Definitive Residual Certificates

Holders of Book-Entry Interests in the Global Notes or Global Certificates will be entitled to receive Definitive Notes in registered form (Definitive Notes) in exchange for their respective holdings of Book-Entry Interests if (a) Euroclear or Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business and do so cease to do business and no alternative clearing system satisfactory to the Trustee is available or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any withholding or deduction from any payment in respect of a Global Note or Global Residual Certificate which would not be required if the Global Note or Global Residual Certificate, as

applicable, were in definitive registered form and a certificate to such effect signed by an authorised director of the Issuer is delivered to the Trustee.

Any Definitive Notes or Definitive Residual Certificates issued in exchange for Book-Entry Interests in the Global Notes or Global Residual Certificates, as applicable, will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Book-Entry Interests. Holders of Definitive Notes or Definitive Residual Certificates issued in exchange for Book-Entry Interests in the Global Notes or Global Residual Certificates, as applicable will not be entitled to exchange such Definitive Note or Definitive Residual Certificate for Book-Entry Interests in such Global Notes or Global Residual Certificates, as applicable. Any Notes or Residual Certificates issued in definitive form will be issued in registered form only within 30 days of the occurrence of the relevant event (but not earlier than the first day following the expiry of 40 days after the Closing Date) and will be subject to the provisions set forth under "*Transfers and Transfer Restrictions*" above and **provided that** no transfer shall be registered for a period of 15 days immediately preceding any due date for payment in respect of the Note or, as the case may be, the due date for redemption. Definitive Notes will not be issued in an Authorised Denomination.

Action in Respect of the Global Notes, Global Residual Certificates and the Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notices in respect of a Global Note or Global Residual Certificate or any notice of solicitation of consents or requests for a waiver or other action by the holder of a Global Note or Global Residual Certificate, as applicable, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Global Note or Global Residual Certificate and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Global Note or Global Residual Certificate in accordance with any instructions set forth in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under "*General*" above, with respect to soliciting instructions from their respective Participants. The Registrar will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Book-Entry Interests or the Global Notes or Global Residual Certificates.

Reports

The Issuer will send to Euroclear and Clearstream, Luxembourg a copy of any notices, reports and other communications received relating to the Issuer, the Global Notes, the Global Residual Certificates or the Book-Entry Interests. Any notice shall be deemed to have been duly given to the relevant Noteholders if sent to each of Euroclear and Clearstream, Luxembourg (the "**Clearing Systems**") for communication by them to the holders of the relevant Notes and shall be deemed to be given on the date on which it was so sent and (so long as the relevant Notes are admitted to trading and listed on the Official List) any notice shall also be published in accordance with the relevant guidelines of the London Stock Exchange. See also Condition 12 (*Notices*) of the Notes.

Class S Variable Funding Note

The Class S VFN will be issued in dematerialised registered form and no certificate evidencing entitlement to the Class S VFN will be issued. The Issuer will also maintain a register, to be kept on the Issuer's behalf by the Class S VFN Registrar, in which the Class S VFN will be registered in the name of the Class S VFN Holder. Transfers of the Class S VFN may be made only through the register maintained by the Issuer and are subject to the transfer restrictions set out in Condition 1(d) (*Title to the Notes*).

Article 5 Information Requests

The Trust Deed contains provisions that require the Trustee, as soon as reasonably practicable following its receipt thereof, to forward any Article 5 Information Request to Paragon Bank. Further, the Risk Retention Deed of Covenant contains provisions, upon receipt of an Article 5 Information Request by Paragon Bank:

- (a) requiring Paragon Bank to send an acknowledgement of receipt of the Article 5 Information Request using the contact information provided therein with 3 Business Days of such receipt;
- (b) requiring Paragon Bank to consider the Article 5 Information Request in good faith;
- (c) providing that, in considering the Article 5 Information Request, Paragon Bank may, at its option:
 - (i) request further clarification or information from the relevant Noteholder that Paragon Bank reasonably considers necessary or desirable for the purposes of determining the nature of Article 5 Information requested or making any evaluation referred to in Paragraph (d) below;
 - (ii) request that the relevant Noteholder undertake to pre-fund or indemnify Paragon Bank in respect of any reasonable and duly documented costs or expenses that it incurs in the course of obtaining the requested Article 5 Information or making any evaluation referred to in paragraph (d) below; or
- (d) requiring Paragon Bank to, within 5 Business Days of acknowledging receipt of such request, or receiving the response from the investor in accordance with Clause 3.1(c)(i), respond to the relevant Noteholder either (i) providing that Article 5 Information requested or (ii) providing an explanation as to why, in the view of Paragon Bank acting in good faith, such Article 5 Information should not be provided or the provision of such information is not necessary;
- (e) providing that Paragon Bank shall not be liable in respect of communications sent by it that are not received due to circumstances beyond its control, or due to incorrect information being included in any Article 5 Information Request.

"Article 5 Information" means such information as a Noteholder certifies as being necessary to be obtained by it in order for such Noteholder to undertake the due diligence required by (as applicable) Article 5 of the UK Securitisation Regulation or Article 5 of the EU Securitisation Regulation (as at the Closing Date);

"Article 5 Information Request" means a written notice received by the Trustee from any Noteholder (i) requesting Paragon Bank to provide such Article 5 Information as may be specified therein, together with (a) a proof of the Noteholder's holding of Notes in a form reasonably satisfactory to the Trustee, (b) a postal or email address through which the Noteholder may be contacted for the purposes of providing a response to such Article 5 Information Request, and (c) a certification from the Noteholder that the information requested therein is Article 5 Information.

SECURITY FOR THE NOTES

The security for the Notes (the "**Security**") will be created pursuant to, and on the terms set out in, the Deed of Charge, which will create in favour of the Trustee on trust for (among other persons) the Noteholders:

- (1) a first fixed sub-charge over the Mortgages (including any Additional Mortgages) purchased by the Issuer from the Sellers under the Mortgage Sale Agreement and, where those Mortgages have the benefit of a guarantee, an assignment in security of the benefit of the guarantee;
- (2) an assignment by way of security of the Issuer's interest in various insurance policies taken out in connection with the Mortgages;
- (3) an assignment by way of security of the Issuer's rights under each of the Mortgage Sale Agreement, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, the Issue Services Fee Letter, the Administration Agreement, the Substitute Administrator Facilitator Agreement, the Risk Retention Deed of Covenant, the Deed Poll, the Agency Agreement, the Collection Account Declarations of Trust, the Cross-collateral Mortgage Rights Deeds, the Subscription Agreement, the Account Bank Agreement, each Hedge Collateral Custody Agreement, the Basis Hedge Agreements (without prejudice to, and after giving effect to, any contractual netting provisions contained in the Hedge Agreements) and other hedging arrangements entered into by the Issuer;
- (4) an assignment by way of security of the Issuer's rights to all moneys standing to the credit of the Transaction Account and any other bank accounts in which the Issuer has an interest (which may take effect as a floating charge and thus rank behind the claims of certain preferential creditors);
- (5) a first fixed charge over any Authorised Investments and any other investments of the Issuer (which may take effect, in certain cases, as floating charges or equitable charges and thus rank behind the claims of certain preferential and other creditors); and
- (6) a floating charge (ranking behind the claims of certain preferential creditors) over the undertaking and all the assets of the Issuer which are not already subject to fixed security.

The Security will also stand as security for any amounts owing or payable by the Issuer to each, some or any of the Secured Creditors under the Notes or the Relevant Documents (such amounts being the "**Secured Amounts**").

In this Prospectus, "**Secured Creditors**" means any receiver, the Trustee, the Noteholders, the Substitute Administrator Facilitator, each Seller, each Legal Title Holder, each Administrator, the Issue Services Provider, the Intertrust Corporate Services Provider, the Paragon Corporate Services Provider, the Agents, the Class S VFN Registrar, the Account Bank, the Hedge Collateral Custodian and each Basis Hedge Provider.

The Deed of Charge will contain provisions regulating the priority of application of amounts forming part of the Security among the persons entitled thereto.

The Deed of Charge will contain a provision whereby the Trustee and the Issuer may agree, without the consent of any of the other parties thereto, to waive the requirement of the Issuer to maintain its "centre of main interests" (as such term is defined in Article 3(I) of Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015) in England and Wales, **provided that**, the Trustee has received (i) from an Administrator a certificate confirming, in its reasonable opinion that such waiver would not result in a downgrade of the current ratings of the Notes and (ii) from Moody's and Fitch, confirmation that such waiver would not result in a downgrade of the then current ratings of the Notes (or in the case of Fitch only, **provided that** Fitch have confirmed to PML as Administrator that its policy is not to provide any ratings confirmations, PML as Administrator confirms in writing to the Trustee that they have notified Fitch of the proposed waiver and Fitch has not raised any objections thereto).

The Deed of Charge is governed by English law.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions, (the "**Conditions**") which apply to the Notes and, if Definitive Notes were to be issued, will be endorsed on the Notes. While any Notes remain in global form the Conditions govern them, except to the extent that they are appropriate only to Notes in definitive form.

1. **Issue, Form, Denomination and Title**

(a) *Issue of the Notes to Noteholders pursuant to the Trust Deed*

Paragon Mortgages (No.29) PLC (the "**Issuer**") has issued the "**Notes**", which comprise:

- (i) the "**Class A Notes**" which comprise the £747,000,000 Class A Notes;
- (ii) the "**Class B Notes**" which comprise the £33,750,000 Class B Notes;
- (iii) the "**Class C Notes**" which comprise the £29,250,000 Class C Notes;
- (iv) the "**Class D Notes**" which comprise the £45,000,000 Class D Notes;
- (v) the "**Class Z Notes**" which comprise the £45,000,000 Class Z Notes;
- (vi) the "**Class S Notes**" which comprise the £13,875,000 Class S Notes;
- (vii) the "**Class S VFN**" which comprise the £85,000,000 Class S VFN,

pursuant to a trust deed (the "**Trust Deed**") dated on or about 1 November 2023 or such later date agreed between the Issuer and the Arrangers for the issue of the Notes (the "**Closing Date**") between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**", which expression shall include its successors as trustee under the Trust Deed and any other person or persons from time to time acting as trustee under the Trust Deed) as trustee of the Holders (as defined in Condition 1(d)) for the time being of the Class A Notes (together the "**Class A Noteholders**"), the Holders for the time being of the Class B Notes (together the "**Class B Noteholders**"), the Holders for the time being of the Class C Notes (together the "**Class C Noteholders**"), the Holders for the time being of the Class D Notes (together the "**Class D Noteholders**"), the Holders for the time being of the Class Z Notes (together the "**Class Z Noteholders**") the Holders for the time being of the Class S Notes (together the "**Class S Noteholders**") and the Holder for the time being of the Class S VFN (the "**Class S VFN Holder**" and together with the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders and the Class S Noteholders, the "**Noteholders**").

In these Conditions "**class**" shall be a reference to a class of the Notes being each or any of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes or the Class S VFN, as the context may require, and "**classes**" shall be construed accordingly.

In these Conditions, "**Rated Notes**" shall mean the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

The Noteholders will be entitled to the benefit of, will be bound by, and will be deemed to have notice of, all the provisions of the Trust Deed and the Deed of Charge (as defined in Condition 2) and will be deemed to have notice of all the provisions of the Relevant Documents (as defined in Condition 3(a)(i)(B)). Expressions defined in those documents and not otherwise defined in these Conditions shall where used in these Conditions have the meanings indicated in the Relevant Documents. Certain provisions of these Conditions are summaries of the Relevant Documents and are subject to their detailed provisions. Copies of the Relevant Documents will be available for inspection at the registered office of the Issuer and at the Specified Office for the time being of the Principal Paying Agent.

(b) ***Form of the Notes***

Notes (other than the Class S VFN) will be represented by one or more permanent global notes in fully registered form without interest coupons (each such global note in relation to a class of those Notes being a "**Global Note**").

Each Global Note, save for a Global Note to be held under the New Safekeeping Structure ("**NSS**"), is expected to be deposited with, and registered in the name of, or a nominee of a common depository (the "**Common Depository**") for, Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme*, Luxembourg ("**Clearstream, Luxembourg**") and together with Euroclear, the "**Clearing Systems**") on the Closing Date. Global Notes to be held under NSS will be deposited with and registered in the name of, or in the name of a nominee for, the common safekeeper for Euroclear and Clearstream, Luxembourg and registered in the name of a nominee of the common safekeeper for Euroclear and Clearstream, Luxembourg.

The beneficial interests represented by the Global Note will be exchanged for Notes of the relevant class in definitive registered form (each such Note a "**Definitive Note**") only upon the occurrence of certain limited circumstances specified in the Global Notes. Upon such an exchange the aggregate principal amount of the Definitive Notes shall be equal to the Principal Liability Outstanding of the Notes at the date on which notice of exchange is given of the corresponding Global Note subject to and in accordance with the detailed provisions of these Conditions, the Agency Agreement, the Trust Deed and the relevant Global Note. If issued, Definitive Notes will be in the relevant denominations set out below, will be serially numbered and will be issued in registered form only.

The Class S VFN will be in dematerialized registered form.

(c) ***Denomination of the Notes***

The Notes (other than the Class S VFN) are issued in minimum denominations of £100,000. Each holding of Notes must be an integral multiple of £1,000 and for not less than the relevant minimum denomination.

The Class S VFN will have a minimum denomination of £100,000 and may be issued and redeemed in integral multiples of £1. No certificate evidencing entitlement to the Class S VFN will be issued. The Class S VFN will be issued on the Closing Date with a nominal principal amount of £85,000,000 and a Principal Amount Outstanding of £85,000,000 will be subscribed for on the Closing Date.

(d) ***Title to the Notes***

The Issuer will cause to be kept at the Specified Office of Citibank, N.A., London Branch as registrar (the "**Registrar**" which expression shall include its successors as registrar under the Agency Agreement) a register (the "**Register**") on which shall be entered the names and addresses of the holders of the Notes (other than the Class S VFN) and the particulars of such Notes held by them and all transfers and redemptions of such Notes.

No transfer of a Note (other than the Class S VFN) will be valid unless and until entered on the Register. Transfers and exchanges of beneficial interests in the Global Notes and entries on the Register relating to the Notes will be made subject to any restrictions on transfers set forth on such Notes and the detailed regulations concerning transfers of such Notes contained in the Agency Agreement, the Trust Deed and the relevant legends appearing on the face of the Notes (such regulations and legends being the "**Transfer Regulations**"). Each transfer or purported transfer of a beneficial interest in a Global Note or a Definitive Note made in violation of the Transfer Regulations shall be void *ab initio* and will not be honoured by the Issuer or the Trustee. The Transfer Regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current Transfer Regulations will be sent by the Registrar to any Holder of a Note who so requests and by the Principal Paying Agent to any Holder of a Note who so requests.

For so long as any Note is represented by a Global Note, transfers and exchanges of beneficial interests in that Global Note and entitlement to payments under that Global Note will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear and/or Clearstream, Luxembourg.

Beneficial interests in a Global Note may be held only through Euroclear or Clearstream, Luxembourg at any time. Prior to the expiry of a 40 day period following the Closing Date, beneficial interests in a Global Note may not be held by a "**U.S. Person**" (as defined in Regulation S under the Securities Act).

Title to the Class S VFN shall only pass by and upon registration of the transfer in the Class S VFN Register **provided that** no transferee shall be registered as a new Class S VFN Holder unless (a) the prior written consent of the Issuer has been obtained and (b) such transferee has certified to, *inter alios*, the Class S VFN Registrar that it is (i) a person falling within paragraph 3 of Schedule 2A to the Insolvency Act 1986, (ii) independent of the Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 SI 2006/3296 (as amended) (the "**Taxation of Securitisation Companies Regulations**") and (iii) a Qualifying Noteholder. The Issuer shall procure that the register in respect of the Class S VFN (the "**Class S VFN Register**") is kept by the Class S VFN Registrar.

"**Qualifying Noteholder**" means:

- (i) a person which is beneficially entitled to interest in respect of the Class S VFN and is:
 - (A) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account payments of interest in respect of the Notes in computing the chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009 (the "**CTA**")) on the whole of any share of a payment of interest in respect of the Notes that is attributable to it by reason of Part 17 of the CTA; or
 - (C) a partnership each member of which is:
 - (1) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account payments of interest in respect of the Notes in computing the chargeable profits (for the purposes of section 19 of the CTA) the whole of any share of a payment of interest in respect of the Notes that is attributable to it by reason of Part 17 of the CTA; or
- (ii) a person which falls within any of the other descriptions in section 935 or 936 of the Income Tax Act 2007 (ITA 2007) and satisfies any conditions set out therein in order for the interest to be an excepted payment for the purposes of section 930 ITA 2007.

In these Conditions, the "**Holder**" of a Note at any time means the person in whose name such Note is registered at that time in the Register or Class S VFN Register (as applicable) (or, in the case of a joint holding, the first named person).

In relation to each Note, the Holder will, to the fullest extent permitted by applicable law, be deemed and treated at all times, by all persons and for all purposes (including the making of payments), as the absolute owner of such Note regardless of any notice to the

contrary, any notice of ownership, theft or loss, or of any trust or other interest in that Note or of any writing on that Note (other than the endorsed form of transfer).

2. **Status and Relationship between the Classes of Notes**

The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other person. The Notes are secured by fixed and floating security over all of the Issuer's assets (the "**Security**") as more particularly described in a deed of sub-charge and assignment (the "**Deed of Charge**") dated the Closing Date between the Issuer, the Trustee, Paragon Finance PLC, Paragon Mortgages (2010) Limited, Paragon Bank Plc, Intertrust Management Limited, the Issue Services Provider, the Account Bank and the Initial Basis Hedge Providers.

Notes in the same class rank *pari passu* and rateably without any preference or priority among themselves in their right to receive principal and interest. Prior to the Security becoming enforceable the Notes rank according to the priority of payments set out in Clause 6.1(b) of the Deed of Charge (the "**Revenue Priority of Payments**") and Clause 6.2 of the Deed of Charge (the "**Principal Priority of Payments**") and from and after the Security becoming enforceable the Notes rank according to the priority of payments set out in Clause 8.2 of the Deed of Charge (the "**Enforcement Priority of Payments**" and, together with the Revenue Priority of Payments and the Principal Priority of Payments, the "**Payments Priorities**"), in each case according to the terms of the Relevant Documents (as defined in Condition 3(a)(i)(B)) and the Notes.

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of all of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders and the Class S VFN Holder as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case (a) to have regard only to the interests of the Class A Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders and/or the Class S VFN Holder; (b) (subject to (a)) to have regard only to the interests of the Class B Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class B Noteholders and the interests of the Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders and/or the Class S VFN Holder, (c) (subject to (a) and (b)) to have regard only to the interests of the Class C Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class C Noteholders and the interests of the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders and/or the Class S VFN Holder, (d) (subject to (a), (b) and (c)) to have regard only to the interests of the Class D Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class D Noteholders and the interests of the Class Z Noteholders, the Class S Noteholders and/or the Class S VFN Holder, (e) (subject to (a), (b), (c), and (d)) to have regard only to the interests of the Class Z Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class Z Noteholders and the interests of the Class S Noteholders and/or the Class S VFN Holder, (f) (subject to (a), (b), (c), (d) and (e)) to have regard only to the interests of the Class S Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class S Noteholders and the Class S VFN Holder, (g) (subject to (a), (b), (c), (d), (e) and (f)) to have regard only to the interests of the Class S VFN Holder if, in the Trustee's opinion, there is a conflict between the interests of the Class S VFN Holder and the Residual Certificateholders, (h) (subject to (a), (b), (c), (d), (e), (f) and (g)) (i) prior to the Step-Up Date to have regard only to the interests of the RC1 Residual Certificateholders if, in the Trustee's opinion, there is a conflict between the interests of the RC1 Residual Certificateholders and the RC2 Residual Certificateholders and (ii) on and following the Step-Up Date to have regard only to the interests of the RC2 Residual Certificateholders if, in the Trustee's opinion, there is a conflict between the interests of the RC1 Residual Certificateholders and the RC2 Residual Certificateholders.

3. Covenants of the Issuer

- (a) So long as any of the Notes remain outstanding (as defined in the Trust Deed), the Issuer shall not, save to the extent permitted by the Relevant Documents or with the prior written consent of the Trustee:
- (i) carry on any business other than as described in the Prospectus dated 27 October 2023 relating to the issue of the Notes and the Residual Certificates (and then only in relation to the Mortgages and the related activities described therein) and in respect of that business shall not engage in any activity or do anything whatsoever except:
- (A) own and exercise its rights in respect of the Security and its interests therein and perform its obligations in respect of the Security including, for the avoidance of doubt, funding Mandatory Further Advances and Discretionary Further Advances and purchasing Additional Mortgages;
- (B) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Mortgage Sale Agreement, the Notes, the Residual Certificates, the Subscription Agreement and the other agreements relating to the issue of the Notes (or any of them), the Residual Certificates (or any of them), the Agency Agreement, the Risk Retention Deed of Covenant, the Trust Deed, the Administration Agreement, the Substitute Administrator Facilitator Agreement, the Mortgages, the Deed of Charge, the Collection Account Declarations of Trust, each Basis Hedge Agreement, the Issue Services Fee Letter, any other hedging arrangements entered into by the Issuer from time to time, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, the Insurance Contracts, the other insurances in which the Issuer at any time has an interest, the Cross-collateral Mortgage Rights Deeds, the Account Bank Agreement, each Hedge Collateral Custody Agreement, the Deed Poll and all other agreements and documents comprised in the Security for the Notes and the Residual Certificates (all as defined in the Trust Deed, the Deed of Charge or the Mortgage Sale Agreement) (together the "**Relevant Documents**");
- (C) to the extent permitted by the terms of the Deed of Charge or any of the other Relevant Documents, pay dividends or make other distributions to its members out of profits available for distribution in the manner permitted by applicable law;
- (D) use, invest or dispose of, or otherwise deal with, or agree or attempt or purport to dispose of, any of its property or assets or grant any option or right to acquire the same in the manner provided in or contemplated by the Relevant Documents or for the purpose of realising sufficient funds to exercise its option to redeem Notes in accordance with their respective terms and conditions; and
- (E) perform any act incidental to or necessary in connection with (A), (B), (C) or (D) above;
- (ii) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness excluding, for the avoidance of doubt, indebtedness under the Agency Agreement, the Account Bank Agreement, each Hedge Collateral Custody Agreement, the Administration Agreement, Deed of Charge, the Trust Deed, the Notes, the Residual Certificates, the Issue Services Fee Letter, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, each Basis Hedge Agreement and the Substitute Administrator Facilitator Agreement;

- (iii) create any mortgage, sub-mortgage, charge, sub-charge, pledge, lien or other security interest whatsoever (other than any which arise by operation of law) over any of its assets;
 - (iv) prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations;
 - (v) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person, other than as contemplated by the Deed of Charge, the Trust Deed or the Administration Agreement, unless:
 - (A) the person (if other than the Issuer) formed by or surviving such consolidation or merger or which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a person incorporated and existing under the laws of England and Wales, whose main objects are the funding, purchase and administration of mortgages, and which shall expressly assume, by a deed supplemental to the Trust Deed, in a form satisfactory to the Trustee, the due and punctual payment of principal and interest on the Notes and the performance and observance of every covenant in the Trust Deed and in these Conditions on the part of the Issuer to be performed or observed;
 - (B) immediately after giving effect to such transaction, no Event of Default (as such term is defined in these Conditions) shall have occurred and be continuing;
 - (C) the Trustee is satisfied that the interests of the Noteholders will not be materially prejudiced by such consolidation, merger, conveyance or transfer;
 - (D) the Issuer shall have delivered to the Trustee a legal opinion containing such confirmations in respect of such consolidation, merger, conveyance or transfer and such supplemental deed and other deeds as the Trustee may require; and
 - (E) the then current ratings of the Notes are not adversely affected;
 - (vi) permit the validity or effectiveness of the Trust Deed or the Deed of Charge or the priority of the Security created thereby to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of the Security to be released from such obligations;
 - (vii) in a manner which adversely affects the then current ratings of the Notes, have any employees or premises or have any subsidiary; or
 - (viii) have an interest in any bank account, other than the Transaction Account, any Hedge Collateral Account and the Collection Accounts (as defined in the Trust Deed), unless such account or interest is charged to the Trustee on terms acceptable to it.
- (b) So long as any of the Notes remains outstanding the Issuer will procure that there will at all times be one or more persons appointed as administrator of the Mortgages (each an "**Administrator**"). Any appointment of an Administrator is subject to the approval of the Trustee and must be of a person with experience of administration of mortgages in England and Wales. An Administrator will not be permitted to terminate its appointment without, *inter alia*, the prior written consent of the Trustee and the Issuer. The appointment of an Administrator may be terminated by the Trustee or the Issuer if, among other things, such Administrator is in breach of its obligations under the Administration Agreement, which breach, in the opinion of the Trustee, is materially prejudicial to the interests of the Most Senior Class and such breach is not remedied or deemed to be remedied in accordance with the terms of the Administration Agreement. Upon the

termination of the appointment of an Administrator, the Substitute Administrator Facilitator will assist the Issuer in appointing a substitute administrator.

In these Conditions, "**Most Senior Class**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes or Class C Notes or Class D Notes then outstanding, the Class Z Notes or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class Z Notes then outstanding, the Class S Notes, or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class Z Notes or Class S Notes then outstanding, the Class S VFN or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class Z Notes, Class S Notes or Class S VFN then outstanding, prior to the Step-Up Date, the RC1 Residual Certificates and, on and following the Step-Up Date, the RC2 Residual Certificates.

4. **Interest**

(a) ***Interest Payment Dates***

Interest shall accrue on a daily basis on the Principal Liability Outstanding (as defined in Condition 5(b)) of each Note from and including the Closing Date.

Subject to Condition 4(b), such accrued interest in respect of each Note ("**Normal Interest**") is due and payable in arrear on 15 December 2023 and thereafter quarterly on each subsequent 15 March, 15 June, 15 September and 15 December or if any such day is not a Business Day (as defined below), the next succeeding Business Day (each such day an "**Interest Payment Date**").

The period beginning on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date relating to a Note and each successive period beginning on (and including) an Interest Payment Date relating to that Note and ending on (but excluding) the next Interest Payment Date is called an "**Interest Period**".

Normal Interest shall cease to accrue on any part of the Principal Liability Outstanding of a Note as from (and including) the due date for redemption of such part unless payment of principal due is improperly withheld or refused, whereupon Normal Interest shall continue to accrue on such principal at the Rate of Interest (as defined below) from time to time applicable to the Notes of that class until the moneys in respect thereof have been received by the Trustee or the Principal Paying Agent (as defined in the Trust Deed) and notice to that effect is given in accordance with Condition 12.

In these Conditions, "**Business Day**" means a day which is a London Business Day. "**London Business Day**" means a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

(b) ***Deferral of Interest on the Notes, Additional Interest, Default Interest and Allocation of Interest***

(i) On each Interest Payment Date relating to any class of Notes (other than the Class A Notes or, should they be the Most Senior Class of Notes, the other classes of Notes) the Normal Interest which has accrued on each class of Notes (other than the Class A Notes or, should they be the Most Senior Class of Notes, the other classes of Notes) during the Interest Period ending on (but excluding) that Interest Payment Date shall be due and payable on that Interest Payment Date only to the extent of the amount to be applied in payment of that Normal Interest on that Interest Payment Date in accordance with paragraphs (vi)(A), (vii)(A), (viii)(A), (ix)(A), (x)(A) and (xi)(A) below and the remainder of such Normal Interest shall be deferred and from then onwards be treated as Deferred Interest (as defined below) instead of Normal Interest. Payments of Normal Interest due on an

Interest Payment Date in respect of the Most Senior Class of Notes will not be deferred.

In these Conditions "**Deferred Interest**" means, on any date in respect of a Class of Note the aggregate amount of accrued interest in respect of that Class of Note which has been deferred under paragraph (i) above and remains outstanding on that date.

- (ii) The full amount of Deferred Interest in relation to a Class of Note (other than the Class A Notes) shall be due and payable on the first date upon which the whole Principal Liability Outstanding in respect of that Class of Note becomes due for redemption and, prior to that date, shall be due and payable on each Interest Payment Date only to the extent of the amount to be applied in payment of that Deferred Interest on that Interest Payment Date in accordance with paragraphs (v)(B), (vi)(B), (vii)(B), (viii)(B), (ix)(B), (x)(B) and (xi)(B) below.
- (iii) Interest shall accrue on the aggregate outstanding amount of Deferred Interest in respect of a Class of Note (other than the Class A Notes) on each day that such Deferred Interest remains outstanding but has not yet become due and payable (excluding the amount, if any, of Deferred Interest which is paid or discharged on that day and excluding each day, if any, where Deferred Interest is paid on a later date in accordance with Condition 6 because the due date is not a Local Business Day) at the same Rate of Interest applicable to that Class of Note during the Interest Period in which that day falls.

In these Conditions "**Additional Interest**" means in respect of a Class of Note on any date the aggregate amount of interest which has accrued under this paragraph (iii) which remains outstanding on that date. Additional Interest shall cease to accrue on Deferred Interest when such Deferred Interest becomes due and payable.

The full amount of Additional Interest in relation to a Class of Note (other than the Class A Notes) shall be due and payable on the first date upon which the whole Principal Liability Outstanding in respect of that Class of Note becomes due for redemption and, prior to that date, shall be due and payable on each Interest Payment Date only to the extent of the amount to be applied in payment of such Additional Interest on that Interest Payment Date in accordance with paragraphs (v)(C), (vi)(C), (vii)(C), (viii)(C), (ix)(C), (x)(C) and (xi)(C) below.

- (iv) Interest shall accrue on the aggregate outstanding amount of Normal Interest, Deferred Interest and Additional Interest in respect of a Note (being the "**Overdue Interest**") on each day that Overdue Interest in relation to that Note is due and payable but remains outstanding (excluding the amount, if any, of Overdue Interest which is paid or discharged on that day and excluding each day, if any, where Overdue Interest is paid on a later date in accordance with Condition 6 because the due date is not a Local Business Day) at the same Rate of Interest applicable to that Note during the Interest Period relating to that Note in which that day falls.

In these Conditions "**Default Interest**" means in respect of a Note on any date the aggregate amount of interest which has accrued under this paragraph (iv) which remains outstanding on that date.

The full amount of Default Interest in relation to a Note shall be due and payable on the first date upon which the whole Principal Liability Outstanding in respect of that Note becomes due for redemption and, prior to that date, shall be due and payable on each Interest Payment Date relating to that Note only to the extent of the amount to be applied in payment of such Default Interest on that Interest Payment Date in accordance with paragraphs (v)(D), (vi)(D), (vii)(D), (viii)(D), (ix)(D), (x)(D) and (xi)(D) below (as applicable).

- (v) Subject to Condition 4(c), on each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class A Notes or, should they be the Most Senior Class of Notes, the other classes of Notes will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, (in the case of a class of Notes other than the Class A Notes, if that Class has become the Most Senior Class of Notes) in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, (in the case of a class of Notes other than the Class A Notes, if that Class has become the Most Senior Class of Notes) in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and
 - (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (vi) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class B Notes (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and
 - (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (vii) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class C Notes (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and

- (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (viii) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class D Notes (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and
 - (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (ix) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class Z Notes (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and
 - (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (x) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class S Notes (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and

- (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.
- (xi) On each Interest Payment Date which occurs prior to the Security becoming enforceable, the amount available under the Revenue Priority of Payments to be applied on that Interest Payment Date in payment of interest in respect of the Class S VFN (when not the Most Senior Class of Notes) will be applied as follows:
- (A) *first*, in or towards the payment of any Normal Interest then due in respect of each of those Notes *pro rata* to the amount of Normal Interest then due on each of those Notes; and
 - (B) then, in or towards payment of any Deferred Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Deferred Interest then outstanding on each of those Notes; and
 - (C) then, in or towards payment of any Additional Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Additional Interest then outstanding on each of those Notes; and
 - (D) then, in or towards payment of any Default Interest then outstanding in respect of each of those Notes *pro rata* to the amount of Default Interest then outstanding on each of those Notes.

(c) ***Rate of Interest***

The rate of interest applicable from time to time to each class of Notes (the "**Rate of Interest**") will be determined as follows:

- (i) On each Interest Determination Date (as defined below), Citibank, N.A., London Branch acting as reference agent (the "**Reference Agent**", which expression shall include its successors as Reference Agent under the Agency Agreement) will determine the Compounded Daily SONIA (as defined below) at approximately 11.00 a.m. (London time) on that Interest Determination Date.
- (ii) The Rate of Interest for the Interest Period in respect of each class of the Notes shall be the Compounded Daily SONIA plus the Note Interest Rate Margin (as defined below).
- (iii) Subject to paragraph (ii) above, in the event that the Rate of Interest cannot be determined in accordance with the provisions of these Conditions by the Reference Agent (or such other party responsible for the calculation of the Rate of Interest), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Note Interest Rate Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Note Interest Rate Margin relating to the relevant Interest Period in place of the Note Interest Rate Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Note Interest Rate Margin applicable to the first Interest Period).
- (iv) The minimum Rate of Interest shall be zero. There will be no maximum Rate of Interest.
- (v) In these Conditions:

"**Banking Day**" means, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London;

"**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Reference Agent (or such other party responsible for the calculation of the Rate of Interest) as at the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-5\text{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d₀**" is the number of Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Banking Day in chronological order from, and including, the first Banking Day in the relevant Interest Period;

"**n_i**", for any day "**i**", means the number of calendar days from and including such day "**i**" up to but excluding the following Banking Day;

"**SONIA_{i-5LBD}**" means, in respect of any Banking Day falling in the relevant Observation Period, the Reference Rate for the Banking Day falling five Banking Days prior to the relevant Banking Day "**i**".

"**Interest Commencement Date**" means the date of issue of the Notes.

"**Interest Determination Date**" means the fifth Banking Day before the Interest Payment Date for which the Rate of Interest to be determined on such date will apply;

"**Note Interest Rate Margin**" means in relation to:

- (A) each Class A Note, 1.20 per cent. per annum up to and excluding the Step-Up Date and thereafter 1.80 per cent. per annum;
- (B) each Class B Note, 1.90 per cent. per annum up to and excluding the Step-Up Date and thereafter 2.85 per cent. per annum;
- (C) each Class C Note, 2.75 per cent. per annum up to and excluding the Step-Up Date and thereafter 3.75 per cent. per annum;
- (D) each Class D Note, 3.80 per cent. per annum up to and excluding the Step-Up Date and thereafter 4.80 per cent. per annum;
- (E) each Class Z Note, 4 per cent. per annum;
- (F) each Class S Note, 4 per cent. per annum; and
- (G) each Class S VFN, 4 per cent. per annum;

"**Observation Period**" means the period from and including the date falling five Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling five Banking Days prior to the Interest Payment Date for such Interest Period (or, if applicable, the date falling five Banking Days prior to any other date on which a payment of interest is to be made in respect of the Notes);

"**Reference Index**" means Compounded Daily SONIA.

"**Reference Rate**" means, in respect of any Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Reference Screen or, if the Reference Screen is unavailable, as otherwise published by such authorised distributors (on the Banking Day immediately following such Banking Day).

If, in respect of any Banking Day in the relevant Observation Period, the Reference Agent (or such other party responsible for the calculation of the Rate of Interest) determines that the Reference Rate is not available on the Reference Screen or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Banking Day; plus (ii) the mean of the spread of the Reference Rate to the Bank Rate over the previous five days on which a Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

"**Reference Screen**" means the Reuters Screen SONIA Page (or such replacement page on that service which displays the relevant information) or, if that service ceases to display the information, such other screen service as may be determined by the Issuer (with the approval of the Trustee, in its sole discretion);

"**Step-Up Date**" means the Interest Payment Date falling in December 2028;

(d) ***Determination of Rate of Interest and Calculation of Interest Payments and Other Interest Amounts***

- (i) Where a paragraph of these Conditions indicates that an amount is to be calculated in accordance with this Condition 4(d)(i), that amount shall be the product of the following formula (using the figures indicated in that paragraph) rounded to the nearest £0.01 (0.005 being rounded upwards):

$$\text{Calculation Amount} \times \text{Calculation Interest Rate} \times \frac{\text{Calculation Period}}{\text{Calculation Reference Period}}$$

Where the Calculation Reference Period shall be 365.

- (ii) The Reference Agent will, as soon as practicable after 11:00am (London time) on each Interest Determination Date relating to a Note:
- (A) first determine the Rate of Interest applicable to that Note under Condition 4(c) for the Interest Period relating to that Interest Determination Date; and
- (B) then, separately for each class of Notes to which that Interest Determination Date relates, calculate an amount in respect of that class in accordance with Condition 4(d)(i) using that Rate of Interest as the Calculation Interest Rate, using the actual number of days in that Interest Period as the Calculation Period and:
- (1) in the case of the first Interest Determination Date for that class, using the aggregate of the Initial Principal Amount of that class of Notes as the Calculation Amount; and
- (2) in the case of each other Interest Determination Date for that class, using as the Calculation Amount the aggregate Principal Liability Outstanding which remains in respect of that class of Notes after the application of any Available Redemption Funds

on the first day of the Interest Period to which that Interest Determination Date relates, such Available Redemption Funds being the Principal Payment in respect of that Note that is paid on such date; and

- (C) then, in relation to each such class, calculate the aggregate amount of Normal Interest which will accrue on each Note in that class during that Interest Period by apportioning the amount calculated in relation to that class under paragraph (B) above between the Notes in that class *pro rata* to the Principal Liability Outstanding which will remain in respect of each Note in that class after the application of any Available Redemption Funds on the first day of the Interest Period to which that Interest Determination Date relates, rounding each amount so apportioned down to the nearest £0.01.

The amount calculated in respect of a Note under paragraph (C) above shall be the "**Interest Payment**" in respect of that Note on that Interest Determination Date relating to that Interest Period.

- (iii) On (or as soon as practicable after) the last Business Day of the month preceding the month in which an Interest Payment Date falls, and no later than one Business Day from the Interest Determination Date, the Issuer shall determine (or cause PML as Administrator to determine):
 - (A) the amount, if any, of Normal Interest which will be paid on each Note on that Interest Payment Date;
 - (B) the amount, if any, of Deferred Interest which will be paid on each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note or Class S VFN on that Interest Payment Date;
 - (C) the amount, if any, of Deferred Interest which will have accrued and remain outstanding on each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note and Class S VFN on that Interest Payment Date (taking account of all payments to be made on that Interest Payment Date);
 - (D) the amount, if any, of Additional Interest which will have accrued on each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note and Class S VFN during the Interest Period ending on (but excluding) that Interest Payment Date by:
 - (1) separately calculating for each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note and Class S VFN an amount in respect of such Note in accordance with Condition 4(d)(i) using the Rate of Interest applicable to Additional Interest in respect of that Interest Period as the Calculation Interest Rate, using the actual number of days in that Interest Period as the Calculation Period, and using the aggregate amount of Deferred Interest outstanding in respect of that class of Notes as at the end of the first day of that Interest Period as the Calculation Amount; and
 - (2) then apportioning the amount calculated in relation to that class under paragraph (1) above between the Notes in that class *pro rata* to the aggregate amount of Deferred Interest outstanding in relation to each Note in that class, rounding each amount so apportioned down to the nearest £0.01;
 - (E) the amount, if any, of Additional Interest which will be paid on each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note and Class S VFN on that Interest Payment Date;

- (F) the amount, if any, of Additional Interest which will have accrued and remain outstanding on each Class B Note, Class C Note, Class D Note, Class Z Note, Class S Note and Class S VFN on that Interest Payment Date (taking account of all payments to be made on that Interest Payment Date);
- (G) the amount, if any, of Default Interest which will have accrued on each Note during the Interest Period ending on (but excluding) that Interest Payment Date by:
 - (1) separately calculating for each class of Notes an amount in respect of that class in accordance with Condition 4(d)(i) using the Rate of Interest applicable to Default Interest in respect of that Interest Period as the Calculation Interest Rate, using the actual number of days in that Interest Period as the Calculation Period, and using the aggregate amount of Overdue Interest outstanding in respect of that class of Notes as at the end of the first day of that Interest Period as the Calculation Amount; and
 - (2) then apportioning the amount calculated in relation to that class under paragraph (1) above between the Notes in that class *pro rata* to the aggregate amount of Overdue Interest outstanding in relation to each Note in that class, rounding each amount so apportioned down to the nearest £0.01;
- (H) the amount, if any, of Default Interest which will be paid on each Note on that Interest Payment Date; and
- (I) the amount, if any, of Default Interest which will have accrued and remain outstanding on each Note on that Interest Payment Date (taking account of all payments to be made on that Interest Payment Date).

(e) ***Publication of Rate of Interest and Interest Payments***

The Reference Agent will cause the Rate of Interest and the Interest Payment applicable to each class of Notes for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee, the Paying Agents, the Administrators and, for so long as any Notes are listed by the FCA and admitted to trading on the Regulated Market of the London Stock Exchange plc (the "**London Stock Exchange**"), the London Stock Exchange, and will cause the same to be published in accordance with Condition 12 on or as soon as possible after the relevant Interest Determination Date.

The Issuer will cause the Deferred Interest (if any), the Additional Interest (if any) and the Default Interest (if any) applicable to the Class B Notes, Class C Notes, Class D Notes, Class Z Notes, Class S Notes and/or Class S VFN (as the case may be) for each Interest Period to be notified to the Trustee, the Paying Agents and (for so long as the Class B Notes, Class C Notes, Class D Notes, Class Z Notes and/or Class S Notes (as the case may be) are listed by the FCA and admitted to trading on the London Stock Exchange) the London Stock Exchange, and will cause the same to be published in accordance with Condition 12 no later than the second Business Day prior to the relevant Interest Payment Date.

The Interest Payment, Deferred Interest, Additional Interest, Default Interest and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of a shortening of the relevant Interest Period.

(f) ***Determination or Calculation by Trustee***

If the Reference Agent at any time for any reason does not determine the Rate of Interest or calculate an Interest Payment for a Note or Notes of a particular class in accordance with paragraph (d) above, the Trustee (or an agent on its behalf) may (but shall be under

no obligation to do so) determine the Rate of Interest for such Note or Notes at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in paragraph (c) above, but subject to the terms of the Trust Deed), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee (or an agent on its behalf) may (but shall be under no obligation to do so) calculate the Interest Payment for such Note or Notes in accordance with paragraph (d) above, and each such determination or calculation shall be deemed to have been made by the Reference Agent.

(g) ***Reference Agent***

The Issuer will procure that, so long as any of the Notes remains outstanding, there will at all times be a Reference Agent. The Issuer reserves the right at any time to terminate the appointment of the Reference Agent. Notice of any such termination will be given to Noteholders. If any person shall be unable or unwilling to continue to act as the Reference Agent, or if the appointment of the Reference Agent shall be terminated, the Issuer will, with the approval of the Trustee, appoint a successor Reference Agent to act as such in its place, **provided that** neither the resignation nor removal of the Reference Agent shall take effect until a successor Reference Agent approved by the Trustee has been appointed.

(h) ***Determinations and Reconciliation***

(i) In the event that an Administrator Report is not prepared with respect to a Collection Period (the "**Determination Period**"), then the Administrators shall use the Administrator Report in respect of the three most recent Collection Periods (or, where there are not at least three previous Administrator Reports, all previous Administrator Reports) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in this Condition 4(h) (*Determinations and Reconciliation*). If the Administrator Report relating to the Determination Period is subsequently received, the Administrators will make the reconciliation calculations and reconciliation payments as set out in Condition 4(h)(iii). Any: (i) calculations properly done on the basis of such previous Administrator Reports; (ii) payments made under any of the Notes and Relevant Documents in accordance with such calculations; (iii) reconciliation calculations; and (iv) reconciliation payments made as a result of such reconciliation calculations, each in accordance with Condition 4(h)(ii), 4(h)(iii) and/or 4(h)(iv) shall be deemed to be done in accordance with the provisions of the Relevant Documents and will not in themselves lead to an Event of Default and no liability will attach to the Administrators in connection with the exercise by them of their powers, duties and discretion for such purposes.

(ii) In respect of any Determination Period, the Administrators shall:

(A) determine the Interest Determination Ratio by reference to the three most recently received Administrator Reports (or, where there are not at least three previous Administrator Reports, all previous Administrator Reports received in the preceding Collection Periods);

(B) calculate the Revenue Receipts for such Determination Period as the product of: (i) the Interest Determination Ratio; and (ii) all payments received by the Issuer during such Determination Period; and

(C) calculate the Principal Receipts for such Determination Period as the product of: (i) 1 minus the Interest Determination Ratio; and (ii) all payments received by the Issuer during such Determination Period.

(iii) Following any Determination Period, upon delivery of the Administrator Reports in respect of such Determination Period, the Administrators shall reconcile the calculations made in accordance with Condition 4(h) above to the actual collections set out in the Administrator Reports as follows:

(A) if the Reconciliation Amount is a positive number, the Administrators shall on the immediately following Interest Payment Date pay or provide

for such amount by allocating amounts standing to the credit of the Revenue Ledger as Available Principal; and

- (B) if the Reconciliation Amount is a negative number, the Administrators shall on the immediately following Interest Payment Date pay or provide for such amount by allocating amounts standing to the credit of the Principal Ledger as Available Revenue.
- (iv) If amounts standing to credit of the Revenue Ledger or Principal Ledger, as the case may be, are insufficient to pay or provide for the applicable Reconciliation Amount in full on the relevant Interest Payment Date the Administrators shall reallocate amounts standing to the credit of the Revenue Ledger or Principal Ledger (as applicable) in accordance with Condition 4(h)(iii)(A) or 4(h)(iii)(B) respectively in respect of each subsequent Collection Period (such Reconciliation Amounts to be applied accordingly on the immediately following Interest Payment Date) until such Reconciliation Amount is paid or provided for in full.
- (v) If the Administrators are required to provide for a Reconciliation Amount in determining Available Revenue and Available Principal in respect of any Interest Payment Date, the Administrators shall pay or provide for such Reconciliation Amount in accordance with the terms of the Administration Agreement and the Administrators shall promptly notify the Issuer and the Trustee of such Reconciliation Amount.

In this Condition 4(h):

"Interest Determination Ratio" means: (i) the aggregate Revenue Receipts calculated in the three preceding Administrator Reports (or such smaller number of preceding Administrator Reports as may be available on the date the Interest Determination Ratio is calculated); divided by (ii) the aggregate of the Revenue Receipts and the Principal Receipts calculated in such Administrator Reports;

"Administrator Report" means a report to be provided by the Administrators in respect of each Collection Period in accordance with the terms of the Administration Agreement;

"Available Revenue" means the moneys standing to the credit of the Transaction Account and representing the credit balance on the Revenue Ledger;

"Available Principal" means the moneys standing to the credit of the Transaction Account and representing the credit balance on the Principal Ledger;

"Reconciliation Amount" means in respect of a Determination Period: (i) the actual Principal Receipts as determined in accordance with the available Administrator Reports; less (ii) the Principal Receipts in respect of such Determination Period, determined in accordance with Condition 4(h)(ii)(C);

"Revenue Receipts" means, in relation to a Collection Period, the amount credited (or in relation to a Determination Period, the actual amount that should have been credited) to the Revenue Ledger for such Collection Period; and

"Principal Receipts" means, in relation to a Collection Period, the amount credited (or in relation to a Determination Period, the actual amount that should have been credited) to the Principal Ledger for such Collection Period.

5. **Redemption and Purchase**

(a) ***Mandatory Redemption in Part from Available Redemption Funds***

The Notes shall be subject to mandatory redemption in part on any Interest Payment Date in accordance with this Condition 5(a) if on the Principal Determination Date (as defined below) relating thereto there are any Available Redemption Funds (as defined below).

Prior to the service of an Enforcement Notice by the Trustee to the Issuer, the Issuer shall determine (or cause PML as Administrator to determine) the principal amount redeemable in relation to each class of Notes and each Note within each class on each Interest Payment Date as follows:

- (i)
 - (A) if any Class A Note remains outstanding, the Class A Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class A Notes;
 - (B) if any Class B Note remains outstanding, all Class B Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class B Notes;
 - (C) if any Class C Note remains outstanding, all Class C Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class C Notes;
 - (D) if any Class D Note remains outstanding, the Class D Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class D Notes;
 - (E) if any Class Z Note remains outstanding, all Class Z Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class Z Notes;
 - (F) if any Class S Note remains outstanding, the Class S Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class S Notes; and
 - (G) if any Class S VFN remains outstanding, the Class S VFN Available Redemption Funds (as defined below) on the Principal Determination Date relating to that Interest Payment Date shall be allocated to the Class S VFN; and
- (ii) in respect of each class of Notes the amount, if any, so allocated to that class under paragraph (i) above shall be allocated to each Note in that class *pro rata* to the Principal Liability Outstanding of each such Note in that class, **provided always that** the amount so allocated shall not exceed the Principal Liability Outstanding of the relevant Note.

The amount allocated to a Note under paragraph (ii) above (and rounded down to the nearest £0.01) shall be the "**Principal Payment**" in respect of that Note on the Principal Determination Date relating to that Interest Payment Date.

On each Interest Payment Date an amount equal to:

- (i) the Class A Available Redemption Funds (as determined on the preceding Principal Determination Date and no later than one Business Day from the Interest Determination Date) allocated to Class A Notes as described above shall be paid from the Transaction Account (and debited to the Principal Ledger) and applied in redemption of the Class A Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class A Notes;
- (ii) the Class B Available Redemption Funds (as determined on the preceding Principal Determination Date and no later than one Business Day from the Interest

Determination Date) allocated to Class B Notes as described above shall be paid from the Transaction Account (and debited to the Principal Ledger) and applied in redemption of the Class B Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class B Notes;

- (iii) the Class C Available Redemption Funds (as determined on the preceding Principal Determination Date and no later than one Business Day from the Interest Determination Date) allocated to Class C Notes as described above shall be paid from the Transaction Account (and debited to the Principal Ledger) and applied in redemption of the Class C Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class C Notes;
- (iv) the Class D Available Redemption Funds (as determined on the preceding Principal Determination Date and no later than one Business Day from the Interest Determination Date) allocated to Class D Notes as described above shall be paid from the Transaction Account (and debited to the Principal Ledger) and applied in redemption of the Class D Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class D Notes;
- (v) the Class Z Available Redemption Funds (as determined on the preceding Principal Determination Date and no later than one Business Day from the Interest Determination Date) allocated to Class Z Notes as described above shall be paid from the Transaction Account (and debited to the Principal Ledger) and applied in redemption of the Class Z Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class Z Notes;
- (vi) the Class S Available Redemption Funds (as determined on the preceding Principal Determination Date) allocated to Class S Notes as described above shall be paid from the Transaction Account (and debited, in the case of amounts specified in limb (i)(x) of the definition of Class S Available Redemption Funds, to the Principal Ledger) and applied in redemption of the Class S Notes in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class S Notes; and
- (vii) the Class S VFN Available Redemption Funds (as determined on the preceding Principal Determination Date) allocated to Class S VFN as described above shall be paid from the Transaction Account (and debited, in the case of amounts specified in limb (i)(x) of the definition of Class S VFN Available Redemption Funds, to the Principal Ledger) and applied in redemption of the Class S VFN in an amount equal to the Principal Payment allocated on that Principal Determination Date to each of the Class S VFN **provided that** any Class S VFN Excess Amounts that are at any time applied towards repayment of the Class S VFN shall also constitute a "Principal Payment".

"Principal Determination Date" in relation to an Interest Payment Date, means the last Business Day of the month preceding that in which such Interest Payment Date falls.

"Available Redemption Funds" on any Principal Determination Date means:

- (i) the aggregate of:
 - (A) the sum of all principal received or recovered in respect of the Mortgages or deemed to have been received (including, without limitation: (a) repayments of principal by borrowers and purchase moneys paid to the Issuer (other than in respect of accrued interest) on the repurchase or purchase of any Mortgages pursuant to the terms of the Relevant Documents but excluding any such amount which under the Mortgage Sale Agreement is held on trust for, or is to be accounted to, a person other than the Issuer; and (b) amounts credited to the Principal Deficiency Ledger (thereby reducing the balance thereof) during the period from (but excluding) the preceding Principal Determination Date (or, if applicable, in the case of the first calculation of Available

Redemption Funds, the period from (and including) the Closing Date) to (and including) the Principal Determination Date on which such calculation occurs (the "**Collection Period**"));

- (B) the amount of any Available Redemption Funds on the immediately preceding Principal Determination Date not applied in redemption of Notes on the Interest Payment Date relative thereto;
- (C) on the occurrence of a Further Sale Period End Date, all amounts standing to the credit of the Retained Principal Ledger on such Principal Determination Date;
- (D) any part of the amount deducted pursuant to paragraphs (ii)(A), (ii)(B), (ii)(C) and (ii)(D) below in determining Available Redemption Funds on the immediately preceding Principal Determination Date which was not applied in making the relevant payments in respect of which such amount was so deducted; and
- (E) on the earlier of (x) the MFA Pre-Funding Reserve Ledger Release Date and (y) the Principal Determination Date immediately preceding the Step-Up Date, any amount which is debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on such date;
- (F) to the extent that the MFA Pre-Funding Reserve Ledger Release Date has not occurred, any amounts debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on or before the Principal Determination Date immediately preceding the Interest Payment Dates falling in each of December 2023, December 2024, December 2025 and December 2026, pursuant to clause 6.4(d) of the Administration Agreement;
- (G) on the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund (after first having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit and then any General Reserve Fund Release Amount in meeting any Revenue Deficit against the relevant item in the Revenue Priority of Payments in the order they appear in the Revenue Priority of Payments and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger and/or the General Reserve Fund Ledger in accordance with the Revenue Priority of Payments, in each case on such Final Redemption Date);
- (H) on any Principal Determination Date following the Step-Up Date, the Additional Available Redemption Funds (if any); and
- (I) amounts representing the principal element (as reasonably determined by PML as Administrator) of the Portfolio Option Purchase Price received by the Issuer upon sale of the Mortgages comprising the Mortgage Portfolio further to exercise of the Portfolio Option,

less

- (ii) the aggregate of:
 - (A) Principal Addition Amounts to be applied to fund a Senior and Junior Expenses Deficit;
 - (B) the aggregate principal amount of Mandatory Further Advances funded by the Issuer during the relevant Collection Period (or expected to be funded on or prior to the Interest Payment Date immediately succeeding the relevant Collection Period) other than such as have been or will be

funded by amounts standing to the credit of the MFA Pre-Funding Reserve Ledger;

- (C) the aggregate principal amount of Discretionary Further Advances funded by the Issuer during the relevant Collection Period (or expected to be funded on or prior to the Interest Payment Date immediately succeeding the relevant Collection Period);
- (D) the aggregate Initial Purchase Consideration of Additional Mortgages purchased by the Issuer during the relevant Collection Period plus the amount which PML as Administrator has determined should be credited to the Retained Principal Ledger on the immediately following Interest Payment Date pursuant to item (v) of the Principal Priority of Payments, in order to purchase Additional Mortgages in the Collection Period commencing on such Principal Determination Date; and
- (E) the aggregate amount of principal applied during the relevant Collection Period in refunding reclaimed direct debit payments in respect of the Mortgages and/or reimbursement of any amount payable to the Collection Account Banks in accordance with the direct debiting scheme and debited to the Principal Ledger.

Amounts (A) to (E) shall be paid in priority according to the order listed, except to the extent that any of items (B), (C),(D) and (E) is identified as being due and payable prior to the determination of amounts due in priority thereto in which case amounts shall be allocated for payment of such item upon such identification.

"Additional Available Redemption Funds" means on the Principal Determination Date falling immediately prior to the Step-Up Date and each Principal Determination Date thereafter (and no later than one Business Day from the Interest Determination Date), the amount of Available Revenue estimated by the Issuer to be, on the immediately succeeding Interest Payment Date, applied in or towards the redemption of the Notes following the application of the Revenue Priority of Payments set out in Clause 6.1(b) of the Deed of Charge.

"Class A Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date), the lesser of:

- (i) the Available Redemption Funds (if any); and
- (ii) the aggregate Principal Liability Outstanding of the Class A Notes,

plus, prior to the occurrence of a Further Sale Period End Date, any Class A Retained Principal Release Amount.

"Class A Retained Principal Release Amount" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) in relation to an Interest Payment Date falling prior to the occurrence of a Further Sale Period End Date, the lesser of:

- (i) the Retained Principal Release Amount; and
- (ii) the aggregate Principal Liability Outstanding of the Class A Notes following the application of the Available Redemption Funds pursuant to limbs (i) and (ii) of the definition of Class A Available Redemption Funds.

"Class B Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the Interest Determination Date), the lesser of:

- (i) the Available Redemption Funds (if any) less the Class A Available Redemption Funds (if any); and

(ii) the aggregate Principal Liability Outstanding of the Class B Notes,

plus, prior to the occurrence of a Further Sale Period End Date, any Class B Retained Principal Release Amount.

"Class B Retained Principal Release Amount" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) in relation to an Interest Payment Date falling prior to the occurrence of a Further Sale Period End Date, the lesser of:

- (i) the Retained Principal Release Amount less the Class A Retained Principal Release Amount; and
- (ii) the aggregate Principal Liability Outstanding of the Class B Notes following the application of the Available Redemption Funds pursuant to limbs (i) and (ii) of the definition of Class B Available Redemption Funds.

"Class C Available Redemption Funds" means on any Principal Determination Date (and no later than one Business Day from the Interest Determination Date), the lesser of:

- (i) the Available Redemption Funds (if any) less the sum of the Class A Available Redemption Funds (if any) and the Class B Available Redemption Funds (if any); and
- (ii) the aggregate Principal Liability Outstanding of the Class C Notes,

plus, prior to the occurrence of a Further Sale Period End Date, any Class C Retained Principal Release Amount.

"Class C Retained Principal Release Amount" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) in relation to an Interest Payment Date falling prior to the occurrence of a Further Sale Period End Date, the lesser of:

- (i) the Retained Principal Release Amount less the sum of the Class A Retained Principal Release Amount and the Class B Retained Principal Release Amount; and
- (ii) the aggregate Principal Liability Outstanding of the Class C Notes following the application of the Available Redemption Funds pursuant to limbs (i) and (ii) of the definition of Class C Available Redemption Funds.

"Class D Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the Interest Determination Date), the lesser of:

- (i) the Available Redemption Funds (if any) less the sum of the Class A Available Redemption Funds (if any), the Class B Available Redemption Funds (if any) and the Class C Available Redemption Funds (if any); and
- (ii) the aggregate Principal Liability Outstanding of the Class D Notes,

plus, prior to the occurrence of a Further Sale Period End Date, any Class D Retained Principal Release Amount.

"Class D Retained Principal Release Amount" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date)

in relation to an Interest Payment Date falling prior to the occurrence of a Further Sale Period End Date, the lesser of:

- (i) the Retained Principal Release Amount less the sum of the Class A Retained Principal Release Amount, the Class B Retained Principal Release Amount and the Class C Retained Principal Release Amount; and
- (ii) the aggregate Principal Liability Outstanding of the Class D Notes following the application of the Available Redemption Funds pursuant to limbs (i) and (ii) of the definition of Class D Available Redemption Funds.

"Class Z Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the Interest Determination Date), the lesser of:

- (i) the Available Redemption Funds (if any) less the sum of the Class A Available Redemption Funds (if any), the Class B Available Redemption Funds (if any), the Class C Available Redemption Funds (if any) and the Class D Available Redemption Funds (if any); and
- (ii) the aggregate Principal Liability Outstanding of the Class Z Notes,

plus, prior to the occurrence of a Further Sale Period End Date, any Class Z Retained Principal Release Amount.

"Class Z Retained Principal Release Amount" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) in relation to an Interest Payment Date falling prior to the occurrence of a Further Sale Period End Date, the lesser of:

- (i) the Retained Principal Release Amount less the sum of the Class A Retained Principal Release Amount, the Class B Retained Principal Release Amount, the Class C Retained Principal Release Amount and the Class D Retained Principal Release Amount; and
- (ii) the aggregate Principal Liability Outstanding of the Class Z Notes following the application of the Available Redemption Funds pursuant to limbs (i) and (ii) of the definition of Class Z Available Redemption Funds.

"Class S Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date), the lesser of:

- (i) the sum of:
 - (x) the Available Redemption Funds less the sum of the Class A Available Redemption Funds, the Class B Available Redemption Funds, the Class C Available Redemption Funds, the Class D Available Redemption Funds and the Class Z Available Redemption Funds; and
 - (y) the amount (if any) received by the Issuer pursuant to item (xxii) of the Revenue Priority of Payments for application in repayment of principal due and payable on the Class S Notes; and
- (ii) the aggregate Principal Liability Outstanding of the Class S Notes,

where the amount specified in (i)(y) above shall be applied first in redemption of the Class S Notes.

"Class S VFN Available Redemption Funds" means, on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date), the lesser of:

- (i) the sum of:
 - (x) the Available Redemption Funds less the sum of the Class A Available Redemption Funds, the Class B Available Redemption Funds, the Class C Available Redemption Funds, the Class D Available Redemption Funds, the Class Z Available Redemption Funds and the Class S Available Redemption Funds; and
 - (y) the amount (if any) received by the Issuer pursuant to item (xxiv) of the Revenue Priority of Payments for application in repayment of principal due and payable on the Class S VFN; and
- (ii) the aggregate Principal Liability Outstanding of the Class S VFN,

where the amount specified in (i)(y) above shall be applied first in redemption of the Class S VFN.

"Maximum Principal Retained Amount" means, on any Principal Determination Date, an amount equal to 10 per cent. of the aggregate of the Current Balance of all Mortgages in the Mortgage Portfolio.

"MFA Pre-Funding Reserve Ledger Release Date" means the Principal Determination Date immediately preceding any Interest Payment Date from the Closing Date to (and excluding) the Step-Up Date so designated by PML as Administrator.

"Retained Principal Release Amount" means on any Principal Determination Date (and no later than one Business Day from the relevant Interest Determination Date) (prior to the application of the Payments Priorities) the aggregate of:

- (i) the amount by which the amount standing to the credit of the Retained Principal Ledger exceeds the Maximum Principal Retained Amount; and
- (ii) any other amount standing to the credit of the Retained Principal Ledger that PML as Administrator determines, in its sole discretion, shall be released,

as such aggregate amount is debited to the Retained Principal Ledger and credited to the Principal Ledger on the immediately following Interest Payment Date.

(b) ***Calculation of Principal Payments, Principal Amount Outstanding, Principal Liability Outstanding and Pool Factor***

- (i) On (or as soon as practicable after) each Principal Determination Date, the Issuer shall determine (or cause the Administrators to determine) and no later than one Business Day from the Interest Determination Date (x) the amount of any Principal Payment in respect of each Note of a particular class due on the Interest Payment Date next following such Principal Determination Date, (y) the Principal Amount Outstanding and the Principal Liability Outstanding of each Note of a particular class after deducting any Principal Payment due to be made in respect of each Note of that class on the next Interest Payment Date, and (z) the fraction in respect of each Note of a particular class expressed as a decimal rounded upwards to the seventh place (the "**Pool Factor**"), of which the numerator is the Principal Amount Outstanding of a Note of that particular class (as referred to in (y) above) and the denominator is the principal amount (expressed as an integer) of that Note upon issue. Each determination by or on behalf of the Issuer of any Principal Payment, the Principal Liability Outstanding of a Note, the Principal Amount Outstanding of a Note and the Pool Factor in respect thereof shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

The "**Initial Principal Amount**" in relation to each Note means the initial face principal amount of that Note upon issue of the relevant Global Note relating to that Note.

The "**Principal Amount Outstanding**" of a Note on any date shall be the Initial Principal Amount of that Note less the aggregate amount of all Principal Payments in respect of that Note that have become due and payable (whether or not paid) prior to such date.

The "**Principal Liability Outstanding**" of a Note on any date shall be the Initial Principal Amount of that Note less the aggregate amount of all Principal Payments in respect of that Note that have been paid prior to such date.

- (ii) The Issuer, by not later than two Business Days prior to the relevant Interest Payment Date, will cause each determination of a Principal Payment, Principal Amount Outstanding, Principal Liability Outstanding and Pool Factor to be notified to the Trustee, the Principal Paying Agent, the Reference Agent and (for so long as the relevant Notes are listed by the FCA and admitted to trading on the London Stock Exchange) the London Stock Exchange and will cause details of each determination of a Principal Payment, Principal Liability Outstanding, Principal Amount Outstanding and Pool Factor to be published in accordance with Condition 12 on the next following Business Day, or as soon as practicable thereafter. If no Principal Payment is due to be made on the Notes of a particular class on any Interest Payment Date a notice to this effect will be given to the Noteholders of that class.
- (iii) If the Issuer does not at any time for any reason determine (or cause PML as Administrators to determine) a Principal Payment, the Principal Amount Outstanding, the Principal Liability Outstanding or the Pool Factor applicable to Notes of a particular class in accordance with the preceding provisions of this paragraph, such Principal Payment, Principal Amount Outstanding, Principal Liability Outstanding and Pool Factor may be determined by the Trustee or its agent (but the Trustee shall be under no obligation to do so) in accordance with this paragraph (b) and paragraph (a) above (but based on the information in its possession as to the Available Redemption Funds) and each such determination or calculation shall be deemed to have been made by the Issuer.

(c) ***Redemption for Taxation or Other Reasons***

If the Issuer satisfies the Trustee immediately prior to giving the notice referred to below that either:

- (i) on the next Interest Payment Date:
 - (A) the Issuer or any Paying Agent would be required to deduct or withhold from any payment of principal or interest in respect of any Notes; or
 - (B) the Issuer or any Basis Hedge Provider would be required to deduct or withhold from amounts payable by it under any Basis Hedge Agreement, any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any other jurisdiction or any political sub-division thereof or any authority thereof or therein; or
- (ii) the total amount payable in respect of interest in relation to any of the Mortgages for an Interest Period ceases to be receivable (whether or not actually received) by the Issuer during such Interest Period; or
- (iii) the Issuer would, by virtue of a change in tax law (or the application or official interpretation thereof) applicable in the Issuer's jurisdiction, not be taxed in

accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006 SI 2006/3296 (as amended),

then the Issuer may, but shall not be obliged to, redeem all (but not some only) of the Notes at their Principal Liability Outstanding together with all accrued interest **provided that** each of the following conditions is satisfied:

- (i) the Issuer has given written notice in accordance with Condition 12 not more than 90 days and not less than 20 days before that Interest Payment Date to the Trustee and the Noteholders in that class of its intention to redeem that class under this Condition 5(c); and
- (ii) the Issuer will be in a position on that Interest Payment Date to discharge (and so certifies to the Trustee):
 - (A) all its liabilities in respect of each class of Notes on that Interest Payment Date (including, in each case, all accrued Normal Interest, Deferred Interest, Additional Interest and Default Interest outstanding); and
 - (B) all amounts required under the Deed of Charge to be paid in priority to or *pari passu* with those liabilities.

(d) ***Optional Redemption in Full***

On any Interest Payment Date the Issuer may redeem all (but not some only) of the Notes at their Principal Liability Outstanding together with all accrued interest **provided that** each of the following conditions is satisfied:

- (i) the Issuer has given written notice in accordance with Condition 12 not more than 90 days and not less than 20 days before that Interest Payment Date to the Trustee and the Noteholders of its intention to redeem the Notes under this Condition 5(d); and
- (ii) if an Event of Default has occurred or occurs on or before that Interest Payment Date, no Enforcement Notice has been served; and
- (iii) the Issuer will be in a position on that Interest Payment Date to discharge (and so certifies to the Trustee):
 - (A) all its liabilities in respect of the Notes to be redeemed by the Issuer on that Interest Payment Date (including, in each case, all accrued Normal Interest, Deferred Interest, Additional Interest and Default Interest outstanding); and
 - (B) all amounts required under the Deed of Charge to be paid in priority to or *pari passu* with those liabilities;
- (iv) if that Interest Payment Date will fall prior to the Step-Up Date, then on that Interest Payment Date the aggregate Principal Liability Outstanding of all of the Notes is less than 10 per cent. of the aggregate Initial Principal Amount of all of the Notes; and
- (v) more than 50 per cent. of the Residual Certificates are held by a Paragon Banking Group Company.

(e) ***Mandatory Redemption in full pursuant to a Portfolio Purchase***

- (i) On giving not more than 60 days' nor less than 20 Business days' notice to the Noteholders in accordance with Condition 12 (*Notice*) and the Trustee, upon the occurrence of a Portfolio Purchase in accordance with the provisions of the Deed Poll, the consideration received by the Issuer will be applied as Available Revenue in accordance with the Revenue Priority of Payments and as Available Principal in accordance with the Principal Priority of Payments (as applicable) on

the immediately succeeding Interest Payment Date with the result that the Rated Notes and the Class Z Notes will be redeemed in full and the Class S Notes and the Class S VFN may (subject to availability of funds for such purpose) be redeemed in full or in part, in accordance with this Condition 5(e) (*Mandatory Redemption in full pursuant to a Portfolio Purchase*) (including, in each case, all accrued Normal Interest, Deferred Interest, Additional Interest and Default Interest outstanding).

(ii) Any Note redeemed pursuant to this Condition 5(e) will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Note to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note up to but excluding the Interest Payment Date on which the redemption occurred.

(f) ***Redemption on Maturity***

If not otherwise redeemed, the Notes of each class will be redeemed at their Principal Liability Outstanding on the Interest Payment Date falling in December 2055 (the "**Final Maturity Date**").

(g) ***Purchases***

The Issuer may not purchase any Notes.

(h) ***Cancellation***

All Notes redeemed in full pursuant to the foregoing provisions will be cancelled forthwith and may not be resold or reissued.

(i) ***Certification***

For the purposes of matters to be certified by the Issuer to the Trustee for the purposes of any redemption made pursuant to Condition 5(c) or Condition 5(d), as the case may be, the Trustee may rely upon any certificate of two directors of the Issuer and such certificate shall be conclusive and binding on the Issuer and the Holders of each class of Notes to be redeemed pursuant to that Condition.

6. **Payments**

(a) ***Definitions relating to payments***

In these Conditions:

"**Cheque**" means a GBP cheque drawn upon a Permitted Account;

"**Local Business Day**" means, in relation to payment to be made by a Paying Agent, a day which (1) is a Business Day; and (2) is a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place where the Specified Office of that Paying Agent is situated; and (3) if the payment is made in relation to a Global Note, is a day on which the relevant Clearing System is open for business;

"**Payee**" means the person listed at the close of business on the Record Date in the Register as the holder of that Note (or, if two or more persons are so listed, the person appearing first in the list);

"**Payment Date**" means, in relation to any payment, the due date of that payment or if that due date is not a Local Business Day, the next succeeding Local Business Day;

"**Permitted Account**" means a GBP account maintained by the Payee with a bank in London;

"Record Address" means, in connection with any payment, the address shown as the address of the Payee in the Register at the close of business on the relevant Record Date;

"Record Date" means, in connection with any payment, one day before the due date for the relevant payment; and

"Specified Office" means, in relation to the Registrar, the Reference Agent or any Paying Agent, the office specified as such in the Agency Agreement or such other office as the relevant Agent may specify in accordance with the terms of the Agency Agreement.

(b) ***Means of making payments***

Interest Payments and Principal Payments in respect of each Note:

- (i) will be made to the relevant Payee; and
- (ii) will be made by Cheque or, upon written application (together with appropriate details of a Permitted Account) by that person received at the Specified Office of the Principal Paying Agent on or before the Record Date, shall be made by transfer to that Permitted Account;

(in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note at the Specified Office of the Paying Agent relating to that Note.

Where payment in respect of a Note is to be made by Cheque, the Cheque will be mailed to the Record Address.

(c) ***Time of payment***

Where payment is to be made by transfer to a Permitted Account, payment instructions (for value the Payment Date) will be initiated and, where payment is to be made by Cheque, the Cheque will be mailed:

- (i) (in the case of payments of principal and interest payable on redemption) on the later of the Payment Date and the day on which the relevant Note is surrendered (or, in the case of partial payment only, endorsed) at the Specified Office of a Paying Agent; and
- (ii) (in the case of payments of interest payable other than on redemption) on the Payment Date.

(d) ***Delays in making payments***

A Holder of a Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from:

- (i) a payment not being made, a transfer not being initiated or a Cheque not being mailed on the due date for a payment as a result of that due date not being a Local Business Day;
- (ii) a Cheque mailed in accordance with this Condition 6 arriving after the due date for payment or being lost in the mail;
- (iii) the relevant Paying Agent having not received before the relevant Record Date written notice of a valid mailing address outside the United States and its possessions for the Payee; and/or
- (iv) the relevant Paying Agent having not received before the relevant Record Date written notice of a Permitted Account for the Payee.

(e) ***Fiscal and other laws; no commission or expenses***

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(f) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Note, the Issuer shall procure and the Registrar or the Class S VFN Registrar will ensure that the amount and date of such payment are noted on the Register and/or the Class S VFN Register (as applicable) and, in the case of partial payment upon presentation of a Note, that a statement indicating the amount and date of such payment is endorsed on the relevant Note.

(g) ***Duty to maintain a Paying Agent***

The initial Principal Paying Agent is Citibank, N.A., London Branch at its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The Issuer may at any time (with the previous written approval of the Trustee) vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, **provided that** it will at all times maintain a Paying Agent having a specified office in the City of London (the "**London Paying Agent**") and, in the case of the Paying Agent for the Notes, require that such Paying Agent's office for administering payments in respect of such Notes is located outside the United States or its possessions. Notice of any such termination or appointment and of any change in the office through which any Paying Agent will act will be given in accordance with Condition 12.

7. **Taxation**

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer or any Paying Agent is required by applicable law to make any payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event the Issuer or such Paying Agent (as the case may be) 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. Neither the Issuer nor the Paying Agents will be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction.

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code of 1986 Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person not being entitled to receive payments free of FATCA withholding.

8. **Prescription**

Claims against the Issuer for payments in respect of principal or interest on the Notes shall be prescribed and become void unless made within 10 years from the Relevant Date in respect thereof; the effect of which, in the case of a payment of principal, will be to reduce the Principal Liability Outstanding of such Note by the amount of such payment.

As used in these Conditions, the "**Relevant Date**" means the date on which a payment first becomes due but, if the full amount of the money payable has not been received in London by the Principal Paying Agent or the Trustee on or prior to such date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given in accordance with Condition 12.

9. **Events of Default**

The Trustee at its discretion may, or if so requested (1) in writing by the holders of at least one-quarter of the aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes outstanding or (2) if so requested by an Extraordinary Resolution of the holders of the Most Senior Class of Notes (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) shall (but, in the case of the occurrence of any of the events mentioned in paragraph (iii) below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes) and, in the case of the event mentioned in paragraph (i) below in relation to any payment of: (x) Normal Interest on any Class of Notes (other than the Class A Notes or, should they be the Most Senior Class of Notes, the other classes of Notes); and (y) Deferred Interest, Additional Interest or Default interest on any Class of Notes (other than the Class A Notes) as the case may be, only if the Trustee has issued a certificate (based on information provided to it by the Administrator) to the effect that the Issuer had, on the due date for payment of the amount of interest in question, sufficient cash to pay, in accordance with the provisions of the Deed of Charge, such interest (after payment of all sums which it is permitted under the Deed of Charge to pay in priority thereto or *pari passu* therewith) give notice (an "**Enforcement Notice**") to the Issuer that the Notes are, and each Note shall accordingly forthwith become, immediately due and repayable at their/its Principal Liability Outstanding together with all accrued interest as provided in the Trust Deed if any of the following events (each an "**Event of Default**") shall occur:

- (i) default is made for a period of seven days or more in the payment on the due date of any principal due on the Most Senior Class of Notes outstanding or any of them, or for a period of 15 days or more in the payment on the due date of any interest upon the Most Senior Class of Notes outstanding or any of them; or
- (ii) the occurrence of an Issuer Insolvency Event; or
- (iii) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it under the Notes or the Trust Deed or the Deed of Charge or the Administration Agreement (other than any obligation for the payment of any principal or interest on the Notes) and, except where in the opinion of the Trustee such default is not capable of remedy, such default continues for 30 days after written notice by the Trustee to the Issuer requiring the same to be remedied.

The Trustee shall send the Principal Paying Agent a copy of any Enforcement Notice or other notice which the Trustee gives to the Issuer under this Condition 9 for release into the Clearing Systems and notification to the Noteholders.

"Issuer Insolvency Event" means:

- (a) an order is made or an effective resolution is passed for winding up the Issuer except a winding-up for the purpose of a merger, reconstruction or amalgamation, the terms of which have previously been approved either in writing by the Trustee or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes;
- (b) proceedings shall be initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws including, for the avoidance of doubt, presentation to the court of an application for an administration order, or an administrative receiver or other receiver, administrator or other similar official shall be appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of the Issuer or a distress, execution or diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases it shall not be discharged within 14 days or if the Issuer shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or shall make a conveyance or assignment for the benefit of its creditors generally; or

- (c) the Issuer ceases or threatens to cease to carry on its business or a substantial part of its business or the Issuer is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent.

10. **Enforcement and Limited Recourse**

(a) ***Enforcement***

At any time after the Notes become due and repayable at their Principal Liability Outstanding pursuant to Condition 9 the Trustee may, at its discretion and without further notice, take such steps and/or institute such proceedings as it may think fit to enforce the Security for the Notes and to enforce repayment of the Notes and payment of interest, but it shall not be bound to take any such steps or proceedings unless (i) it shall have been so directed in writing by the holders of at least one-quarter of the aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes or it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

Notwithstanding the foregoing if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Trustee will not be entitled to dispose of the Charged Property unless either a sufficient amount would be realised to allow discharge in full of all amounts owing to the Noteholders (other than the Class S Noteholders and Class S VFN Holder) and Residual Certificateholders and other creditors of the Issuer ranking in priority thereto or *pari passu* therewith or the Trustee is of the opinion, reached after considering at any time and from time to time the advice of an investment bank or other financial adviser selected by the Trustee, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders and any other amounts payable by the Issuer ranking in priority thereto or *pari passu* therewith.

No Noteholder may proceed directly against the Issuer unless the Trustee, having become bound to take steps and/or proceed, fails to do so within a reasonable time and such failure is continuing.

(b) ***Limited Recourse***

If at any time following:

- (a) the occurrence of either:
 - (i) the Interest Payment Date falling in December 2055 or any earlier date upon which all of the Notes of each Class are due and payable; or
 - (ii) the service of an Enforcement Notice; and
- (b) Realisation of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Payments Priorities,

the proceeds of such Realisation are insufficient, after the same have been allocated in accordance with the applicable priority of payments, to pay in full all claims ranking in priority to the Notes and all amounts then due and payable under any class of Notes then the amount remaining to be paid (after such application in full of the amounts first referred to in paragraph (b) above) under such class of Notes (and any class of Notes junior to that class of Notes) shall, on the day following such application in full of the amounts referred to in paragraph (b) above, cease to be due and payable by the Issuer.

For the purposes of this Condition 10:

"**Realisation**" means, in relation to any Charged Property, the deriving, to the fullest extent practicable, (in accordance with the provisions of the Relevant Documents) of proceeds from or in respect of such Charged Property including (without limitation) through sale or through performance by an obligor.

"**Charged Property**" means the property of the Issuer which is subject to the Security.

11. **Replacement of Notes**

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer and the Registrar may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

12. **Notices**

All notices to Noteholders or any category of them shall be deemed to have been duly given to those Noteholders:

- (a) if information concerned in such notice shall appear on the relevant page of the Reuters Screen (presently page PBGPM29) or such other medium for the electronic display of data as may be approved by the Trustee and notified to Noteholders (the "**Relevant Screen**"), and in such case such notice shall be deemed to have been given on the first date on which such information appeared on the Relevant Screen; or
- (b) if published in the *Financial Times* or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other leading daily newspaper or newspapers printed in the English language as the Trustee shall approve in advance having (individually or in combination) a general circulation in the United Kingdom, Europe and in each such case such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required in the newspaper or in one of the newspapers referred to above; or
- (c) if sent to them by first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail at the respective addresses on the Register, and in such case such notice will be deemed to have been given on the fourth day after the date of posting; or
- (d) whilst the Notes then held by those Noteholders are represented by a Global Note, if given to Euroclear and/or Clearstream, Luxembourg for communication by them to those Noteholders, and in such case such notice shall be deemed to have been given to the relevant Noteholders on the day of such delivery to Euroclear and/or Clearstream, Luxembourg, as appropriate; or
- (e) any other method or methods of giving notice sanctioned in advance by the Trustee if, in the Trustee's sole opinion, such other method or methods is/are reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes (other than the Class S VFN) are then listed, quoted and/or traded and **provided that** notice of such other method or methods is/are given to those Noteholders in such manner as the Trustee shall require,

and where a notice is given to those Noteholders using more than one of the methods described in the above paragraphs of this Condition, such notice shall be deemed to have been given on the first date on which such notice is deemed to have been given under those paragraphs.

While the Notes (other than the Class S VFN) are listed on the official list maintained by the FCA, copies of all notices given in accordance with these provisions (other than notices given to the

Class S VFN Holder only) shall be sent to a regulatory information service prescribed by the prospectus rules of the FCA and to Euroclear and Clearstream, Luxembourg.

13. **Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver**

The Trust Deed contains provisions for convening meetings of all Noteholders or Noteholders holding Notes of the same class (the "**Relevant Noteholders**") and all Residual Certificateholders or Residual Certificateholders holding Residual Certificates of the same Class (the "**Relevant Residual Certificateholders**") to consider any matter affecting the interests of those Relevant Noteholders or Relevant Residual Certificateholders, as applicable, including, among other things, the sanctioning by Extraordinary Resolution of a modification of their Notes (including these Conditions as they relate to their Notes), modification of their Residual Certificates (including the Residual Certificates Conditions as they relate to their Residual Certificates) or the provisions of any of the Relevant Documents.

In these Conditions a "**Basic Terms Modification**" means a modification of certain terms including, among other things, a modification which would have the effect of altering the date of maturity of any of the Notes, or postponing any day for payment of interest in respect of any of the Notes or modifying the method of calculating the Principal Payment (including any premium) or reducing, cancelling or increasing the amount of principal payable in respect of any of the Notes, or reducing the rate of interest applicable to any of the Notes, or altering the majority required to pass an Extraordinary Resolution, or altering the currency of payment of any of the Notes or Residual Certificates, or altering the date or priority of redemption of any of the Notes or Residual Certificates, **provided that** (i) a modification effected pursuant to, and in accordance with, Condition 14 (*Additional Right of Modification*) and (ii) a Base Rate Modification effected pursuant to, and in accordance with, Condition 15, will in each case not constitute a Basic Terms Modification.

The quorum at any meeting of the Relevant Noteholders for passing an Extraordinary Resolution of the Relevant Noteholders shall be two or more persons holding or representing greater than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding held by the Relevant Noteholders or, at any adjourned meeting, two or more persons being or representing the Relevant Noteholders whatever the aggregate Principal Amount Outstanding of the Notes then outstanding so held or represented except that, at any meeting the business of which includes the sanctioning of a Basic Terms Modification, the necessary quorum for passing an Extraordinary Resolution by the Relevant Noteholders shall be two or more persons holding or representing over 75 per cent. of the aggregate Principal Amount Outstanding of the Notes held by the Relevant Noteholders, or at any adjourned such meeting two or more persons holding or representing over 25 per cent. of the aggregate Principal Amount Outstanding of the Notes held by the Relevant Noteholders. The quorum at any meeting of the Relevant Noteholders of any class of Notes for all business other than voting on an Extraordinary Resolution shall be two or more persons holding or representing not less than 5 per cent. of the aggregate Principal Amount Outstanding held by the Relevant Noteholders or at any adjourned such meeting, two or more persons being or representing the Relevant Noteholders, whatever the aggregate Principal Amount Outstanding of the Notes held by the Relevant Noteholders. While any Notes are represented by a Global Note or all such Notes are held by the same person, the holder of that Global Note or that person (as the case may be) or their respective proxy shall be deemed to be two persons for the purposes of forming a quorum for the purposes of meetings of the Relevant Noteholders of those Notes.

The majority required for an Extraordinary Resolution, including the sanctioning of a Basic Terms Modification, shall be 75 per cent. of the votes cast on that Extraordinary Resolution. Any other resolution shall be decided by a simple majority of votes cast (and in a case of equality of votes the Chairman of the relevant meeting shall have a casting vote).

The Trust Deed contains provisions limiting the powers of the Class B Noteholders, Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders, the Class S VFN Holder and the Residual Certificateholders, among other things, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution, according to the effect thereof on the interests of the Class A Noteholders. In particular, in relation to each class of Notes and Residual Certificates:

- (a) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one or more classes of Notes or Residual Certificates shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes and Residual Certificates (to the extent that there are outstanding Notes or Residual Certificates in such other classes);
- (b) no Extraordinary Resolution to approve any matter other than a Basic Terms Modification of any class of Notes or Residual Certificates shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes or Residual Certificates ranking senior to such class (to the extent that there are outstanding Notes or Residual Certificates ranking senior to such class) unless the Trustee considers that the interests of each of the other classes of Notes or Residual Certificates ranking senior to such class would not be materially prejudiced by the implementation of such first mentioned Extraordinary Resolution;
- (c) any resolution passed at a meeting of Noteholders or Residual Certificateholders of one or more classes of Notes or Residual Certificate, as applicable, duly convened and held in accordance with the Trust Deed shall be binding upon all Noteholders or Residual Certificateholders of such class, as applicable, whether or not present at such meeting and whether or not voting and, except in the case of a meeting relating to a Basic Terms Modification, any resolution passed at a meeting of the holders of the Most Senior Class of Notes duly convened and held as aforesaid shall also be binding upon the holders of all the other classes of Notes and Residual Certificates and will override any resolution to the contrary of the other classes of Notes or Residual Certificates; and
- (d) an Extraordinary Resolution passed at any meeting of Relevant Noteholders or Relevant Residual Certificateholders shall be binding on all those Relevant Noteholders or Relevant Residual Certificateholders, as applicable, whether or not they are present at the meeting.

Any resolution passed by way of Electronic Consents given by holders through the relevant clearing system(s) in accordance with these Conditions and the Trust Deed shall also be binding on the relevant Noteholders or relevant Residual Certificateholders, as applicable.

The Trustee may agree, without the consent of the Noteholders or the Residual Certificateholders:

- (A) to any modification (except a Basic Terms Modification) of, or to the waiver or authorisation of any breach or proposed breach of, the Notes (including these Conditions), the Residual Certificates (including the Residual Certificates Conditions) or any of the Relevant Documents, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or the Residual Certificateholders, as applicable; or
- (B) to any modification of the Notes (including the Conditions), the Residual Certificates (including these Residual Certificates Conditions) or any of the Relevant Documents which, in the Trustee's opinion, is to correct a manifest error or is of a formal, minor or technical nature. The Trustee may also, without the consent of the Noteholders or the Residual Certificateholders, determine that any Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or the issue of a certificate would constitute an Event of Default shall not, or shall not subject to specified conditions, be treated as such.

Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and the Residual Certificateholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders and the Residual Certificateholders in accordance with Condition 12 or Residual Certificates Condition 11 (as applicable) as soon as practicable thereafter.

14. **Additional Right of Modification**

Notwithstanding any of the provisions of Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*), the Trustee shall be obliged, without any consent or sanction of the Noteholders, Residual Certificateholders or, subject to Condition 14(j)(C) below, any of the other Secured Creditors, to concur with the Issuer in making any

modification or, in the case of Condition 14(i), any modification (other than in respect of a Basic Terms Modification) to these Conditions, the Residual Certificates Conditions or any other Relevant Document to which it is a party or in relation to which it holds security that the Issuer considers necessary:

- (a) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, **provided that:**
 - (i) the Issuer (or PML as Administrator on its behalf) certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
 - (ii) in the case of any modification to a Relevant Document proposed by any of the Basis Hedge Providers or PML as Administrator in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):
 - (A) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, certifies in writing to the Issuer or the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to the Trustee that it has received the same from the relevant Basis Hedge Provider or the relevant Administrator, as the case may be);
 - (B) either:
 - (1) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, obtains from each of the Rating Agencies written confirmation (or certifies in writing to the Issuer and the Trustee that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer and the Trustee; or
 - (2) the Issuer (or PML as Administrator on its behalf) certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent); and
 - (C) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee in connection with such modification;
- (b) in order to enable the Issuer and/or the Basis Hedge Providers to comply with:
 - (i) any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated

20 May 2019 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (as amended or superseded, "**UK EMIR**");

- (ii) any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012, as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) (as amended or superseded, "**EU EMIR**"); or
- (iii) any other obligation which applies to it under UK EMIR or EU EMIR,

provided that the Issuer (or PML as Administrator on its behalf) or the relevant Basis Hedge Provider, as appropriate, certifies to the Trustee in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;

- (c) for the purpose of complying with any changes in the requirements of Article 6 of Regulation (EU) 2017/2402 as amended by The Securitisation (Amendment) (EU Exit) Regulations 2019 and as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020 and as further amended, varied, superseded or substituted from time to time (the "**EUWA**")) (together with any implementing regulation, technical standards and official guidance related thereto), in each case as amended, varied or substituted from time to time (the "**UK Securitisation Regulation**") or Article 6 of Regulation (EU) 2017/2402 (together with any implementing regulation, technical standards and official guidance related thereto), not taking into account any national measures, as if it were applicable to it, but solely as such provisions are interpreted and in effect on the Closing Date or, to the extent any amendments to such regulation, technical standards and official guidance come into effect after the Closing Date, as otherwise adopted by Paragon Bank in its sole discretion from time to time (the "**EU Securitisation Regulation**") or Section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, after the Closing Date, including as a result of the adoption of Regulatory Technical Standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (d) for the purpose of enabling the Notes (other than the Class S VFN) to be (or to remain) listed on the London Stock Exchange or an alternative regulated market chosen by the Issuer, **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (e) for the purposes of enabling the Issuer or any other person that is party to a Relevant Document (a "**Transaction Party**") to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA**") (or any voluntary agreement entered into with a taxing authority in relation thereto), **provided that** the Issuer (or PML as Administrator on its behalf) or the relevant Transaction Party, as applicable, certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- (f) for the purpose of complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow the Bank of England's sterling monetary framework, that is, in a manner which would allow such Notes to be recognised as eligible collateral for the Bank of England's monetary policy and intra-day credit operations by the Bank of England either upon issue or at any or all times during the life of the Notes, provided that the Issuer certifies in writing to the Trustee that such modification is required solely for such purpose and has been drafted solely to such effect;
- (g) for the purpose of complying with any changes in the requirements of the UK Securitisation Regulation or the EU Securitisation Regulation (if such changes are adopted by Paragon Bank plc in its sole discretion) after the Closing Date, **provided that** the Issuer (or an Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (h) for the purposes of enabling the Issuer (or PML as Administrator on its behalf) to transfer
 - (i) the Transaction Account from the Account Bank to Citibank, N.A., London Branch or Barclays Bank PLC; (ii) the PML Collection Account from the PML Collection Account Bank to HSBC Bank plc, or (iii) the PB Collection Account from the PB Collection Account Bank to HSBC Bank plc or Barclays Bank PLC **provided that** in each case the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 6.5(c) of the Administration Agreement have been satisfied;
- (i) for so long as Paragon Bank or its affiliates are the beneficial owner of all of the Notes and the Residual Certificates, for the purposes of agreeing to any amendments to the definition of Additional Mortgage Conditions from time to time proposed by Paragon Bank in its sole discretion;
- (j) (the certificate to be provided by the Issuer (or PML as Administrator on its behalf), the relevant Basis Hedge Provider or the relevant Transaction Party, as the case may be, pursuant to paragraphs (a) to (i) above being a "**Modification Certificate**"), **provided that:**
 - (A) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;
 - (B) the Modification Certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect; and
 - (C) the consent of each Secured Creditor (other than any Noteholder or Residual Certificateholder) which is party to the Relevant Document has been obtained,**and provided further that:**
 - (D) other than in the case of a modification pursuant to Condition 14(a)(ii), Condition 14(b) or Condition 14(h), either:
 - (I) the Issuer (or PML as Administrator on its behalf) obtains from each of the Rating Agencies written confirmation (or certifies in the Modification Certificate that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); or
 - (II) the Issuer (or PML as Administrator on its behalf) certifies in the Modification Certificate that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated

that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and

- (E) other than in the case of a modification pursuant to Condition 14(b), Condition 14(h), Condition 14(i):
 - (I) the Issuer has provided at least 30 calendar days' notice to the Noteholders and Residual Certificateholders of each Class of the proposed modification in accordance with Condition 12 (*Notices*) and Residual Certificates Condition 11 (*Notices*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and the Residual Certificates; and
 - (II) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, then outstanding have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within such notification period notifying the Principal Paying Agent or the Issuer that such Noteholders or Residual Certificateholders (as the case may be) do not consent to the modification;

If (other than in the case of a modification pursuant to Condition 14(b), Condition 14(h), Condition 14(i) or Condition 14(j)) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes or Residual Certificates (as applicable) then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*) or Residual Certificates Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or Residual Certificateholder's holding of the Residual Certificates.

Other than where specifically provided in this Condition 14 (*Additional Right of Modification*) or any Relevant Document, when implementing any modification pursuant to this Condition 14 (*Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Residual Certificateholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Condition 14 (*Additional Right of Modification*) and shall not be liable to the Noteholders, Residual Certificateholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

The Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the

obligations or duties, or decreasing the rights or protection, of the Trustee in the Relevant Documents and/or these Conditions and/or the Residual Certificates Conditions.

Any such modification shall be binding on all Noteholders and Residual Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

- (a) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
- (b) the Secured Creditors that are party to the Relevant Document(s) that are the subject of the modification; and
- (c) the Noteholders in accordance with Condition 12 (*Notices*) and the Residual Certificateholders in accordance with Residual Certificates Condition 11 (*Notices*).

15. **Base Rate Modification**

- (a) Notwithstanding the provisions of Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*), the Trustee shall be obliged, without any consent or sanction of the Noteholders or any of the other Secured Creditors, to concur with the Issuer in making any modification to these Conditions or any other Relevant Document to which it is a party or in relation to which it holds security or entering into any new, supplemental or additional documents that the Issuer considers necessary for the purpose of changing the base rate from SONIA in respect of all (but not some only) classes of Notes to which SONIA applies (the "**Applicable Base Rate**") to an alternative base rate (including where such base rate may remain linked to SONIA but may be calculated in a different manner) (any such rate, an "**Alternative Base Rate**") and making such other amendments to these Conditions or any other Relevant Document as are necessary or advisable in the reasonable judgment of the Issuer to facilitate the changes envisaged pursuant to this Condition 15 (*Base Rate Modification*) (for the avoidance of doubt, this may include changing the base rate referred to in any interest rate hedging agreement, for the purpose of aligning any such hedging agreement with the proposed Base Rate Modification pursuant to paragraph (c)(E) below, the Mortgage Margin Reserve Fund, the Conversion Margin Reserve Fund and the Rate of Interest Maintenance Adjustment) (a "**Base Rate Modification**"), **provided that** the Issuer, or, as the case may be, PML as Administrator on behalf of the Issuer certifies to the Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:
 - (i) the Issuer has provided written notice of the proposed Base Rate Modification to the Noteholders of each Class including all the details required by Condition 15(c) below and that Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have not contacted the Issuer or the Principal Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the prescribed notification period notifying the Issuer or Principal Paying Agent that such Noteholders do not consent to the Base Rate Modification; and
 - (ii) the Issuer has obtained the consent of any of the other Secured Creditors whose consent is required to be obtained in order to make the Base Rate Modification; and
 - (iii) the Sellers or PML as Administrator have agreed to pay, or to put the Issuer in funds to pay, all fees, costs and expenses (including legal fees and costs associated with any amendments to hedging agreements) incurred by the Issuer and the Trustee or any other party to any Relevant Documents in connection with the Base Rate Modification; and

- (iv) the Base Rate Modification is being undertaken due to any one or more of the following (and not for any other reason):
- (1) where the Applicable Base Rate is SONIA, an alternative manner of calculating a SONIA-based base rate is introduced and becomes a standard means of calculating interest for similar transactions;
 - (2) a material disruption to the Applicable Base Rate, a material change in the methodology of calculating the Applicable Base Rate or the Applicable Base Rate ceasing to exist or be published; or
 - (3) the insolvency or cessation of business of the administrator of the Applicable Base Rate (in circumstances where no successor administrator has been appointed); or
 - (4) a public statement by the administrator of the Applicable Base Rate that it will cease publishing the Applicable Base Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Applicable Base Rate) with effect from a date no later than 6 months after the proposed effective date of such Base Rate Modification; or
 - (5) a public statement by the supervisor of the administrator of the Applicable Base Rate that the Applicable Base Rate has been or will be permanently or indefinitely discontinued (or there will be a material change in the methodology of calculating the Applicable Base Rate) with effect from a date no later than 6 months after the proposed effective date of such Base Rate Modification; or
 - (6) a public statement by the supervisor of the administrator of the Applicable Base Rate that means the Applicable Base Rate will be prohibited from being used or that its use is subject to restrictions or adverse consequences with effect from a date no later than 6 months after the proposed effective date of such Base Rate Modification; or
 - (7) it becomes unlawful for any Paying Agent, the Issuer or the Administrators to calculate any payments due to be made to any Noteholder using the Applicable Base Rate; or
 - (8) the reasonable expectation of PML as Administrator that any of the events specified in sub-paragraphs (1), (2) or (6) will occur or exist within six months of the proposed effective date of such Base Rate Modification; or
 - (9) a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a base rate endorsed in a public statement by the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Rates, despite the continued existence of the Applicable Base Rate; and
- (v) the Alternative Base Rate is any one or more of the following:
- (1) a base rate published, endorsed, approved or recognised by (the administrator of the Applicable Base Rate, the supervisor of the administrator of the Alternative Base Rate or other relevant authority) or any stock exchange on which the Notes (other than the Class S VFN) are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing); or

- (2) SONIA where an alternative manner of calculating a SONIA-based base rate is introduced and becomes a standard means of calculating interest for similar transactions; or
 - (3) the Broad Treasuries Repo Financing Rate (or any rate which is derived from, based upon or otherwise similar to either of the foregoing); or
 - (4) a base rate utilised in a material number of publicly listed new issues of Sterling-denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or
 - (5) a base rate utilised in a publicly-listed new issue of Sterling-denominated asset backed floating rate notes where the originator of the relevant assets is one of the Sellers or an affiliate of the Sellers; or
 - (6) such other base rate as PML as Administrator reasonably determines.
- (b) The Issuer, or PML as Administrator on the Issuer's behalf, shall (i) provide the Trustee with an initial draft of the Base Rate Modification Certificate at least 45 calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and (ii) provide the Trustee with a signed copy of the final Base Rate Modification Certificate on the date on which the Base Rate Modification takes effect.
- (c) The Issuer shall provide written notice of the proposed Base Rate Modification to the Noteholders of each Class, at least 35 calendar days' prior to the date on which it is proposed that the Base Rate Modification would take effect, in accordance with Condition 12 (*Notice*) and by publication on Bloomberg on the "Company News" screen relating to the Notes (such notice, the "**Base Rate Modification Noteholder Notice**"). The Base Rate Modification Noteholder Notice shall include the following:
- (A) details of how the Noteholders of the Most Senior Class of Notes then outstanding may object to the proposed Base Rate Modification and the notification period during which they may do so (which shall commence at least 35 calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and continue for a period not less than 30 calendar days); and
 - (B) confirmation of the sub-paragraph(s) of Condition 15(a)(iv) under which the Base Rate Modification is being proposed; and
 - (C) confirmation of which Alternative Base Rate is proposed to be adopted pursuant to Condition 15(a)(v); and
 - (D) details of any consequential modifications that the Issuer has agreed will be made to any hedging agreement to which it is a party for the purpose of aligning any such hedging agreement with the proposed Base Rate Modification, if the proposed Base Rate Modification takes effect. The Issuer shall use reasonable endeavours to agree modifications to each hedging agreement where commercially appropriate so that the Transaction is hedged following the Base Rate Modification to a similar extent as prior to the Base Rate Modification, and that such modifications shall take effect within 30 calendar days following the Base Rate Modification taking effect. If (i) no modifications are proposed to be made to hedging agreements; and/or (ii) modifications will be made to hedging agreements but will not result in the Transaction being similarly hedged; and/or (iii) modifications to any hedging agreement would take effect later than 30 calendar days following the Base Rate Modification taking effect, the Issuer shall set out in the Base Rate Modification Noteholder Notice detailed reasons why this is the case;
 - (E) details of any consequential modifications that the Issuer has agreed to any calculations and/or determinations in respect of (i) the Mortgage Margin Reserve Fund or Conversion Margin Reserve Fund or similar such covenant or (ii) to any Mortgage Conditions in respect of the Mortgages in relation to the interest rate(s)

on the underlying portfolio of assets for the purpose of aligning any such rates in such covenants or conditions with the proposed Base Rate Modification, if the proposed Base Rate Modification takes effect. The Issuer shall use reasonable endeavours to agree modifications to the calculations and/or determinations in respect of the Mortgage Margin Reserve Fund or Conversion Margin Reserve Fund or similar such covenant or to any Mortgage Conditions in respect of the Mortgages where commercially appropriate to maintain an equivalent level of protection as provided by the Mortgage Margin Reserve Fund and Conversion Margin Reserve Fund or similar such covenant or to any Mortgage Conditions in respect of the Mortgages prior to the proposed Base Rate Modification and that such modifications shall take effect within 30 calendar days following the Base Rate Modification taking effect. If (i) no modifications are proposed to be made to any calculations and/or determinations in respect of the Mortgage Margin Reserve Fund or Conversion Margin Reserve Fund or similar such covenant or to any Mortgage Conditions in respect of the Mortgages; and/or (ii) modifications will be made to any calculations and/or determinations in respect of the Mortgage Margin Reserve Fund or Conversion Margin Reserve Fund or similar such covenant or to any Mortgage Conditions in respect of the Mortgages but will not result in an equivalent level of protection; and/or (iii) modifications to any calculations and/or determinations in respect of the Mortgage Margin Reserve Fund or Conversion Margin Reserve Fund or similar such covenant or to any Mortgage Conditions in respect of the Mortgages would take effect later than 30 calendar days following the Base Rate Modification taking effect, the Issuer shall set out in the Base Rate Modification Noteholder Notice detailed reasons why this is the case; and

- (F) details of the adjustment which the Issuer proposes to make (if any) to the margin payable on the Notes which are the subject of the Base Rate Modification in order to, so far as reasonably and commercially practicable, preserve what would have been the Rate of Interest on the Notes had no such Base Rate Modification been effected (the "**Rate of Interest Maintenance Adjustment**") **provided that:**
- (i) in the event that it has become generally accepted market practice in the securitisation, Eurobond or swaps market to use a particular rate of interest maintenance mechanism in the context of a transition from the Applicable Base Rate to the Alternative Base Rate, then the Issuer shall use reasonable endeavours to propose to make the adjustment required by such generally adopted rate of interest maintenance mechanism as the Rate of Interest Maintenance Adjustment, or otherwise the Issuer shall set out in the Base Rate Modification Noteholder Notice detailed reasons why this is not a commercial and reasonable approach in relation to the Notes and the proposed Base Rate Modification; or
 - (ii) in the event that (i) above does not apply, the Issuer shall use reasonable endeavours to propose an alternative Rate of Interest Maintenance Adjustment as reasonably determined by PML as Administrator and shall set out detailed reasons for the proposal or otherwise the Issuer shall set out in the Base Rate Modification Noteholder Notice detailed reasons why this is not a commercial and reasonable approach in relation to the Notes and the proposed Base Rate Modification; and
 - (iii) if any Rate of Interest Maintenance Adjustment is proposed, the Rate of Interest Maintenance Adjustment applicable to each class of Notes other than the Most Senior Class of Notes shall be at least equal to that applicable to the Most Senior Class of Notes. In circumstances where the Issuer proposes a lower Rate of Interest Maintenance Adjustment on any class of Notes other than the Most Senior Class than that which is proposed for the Most Senior Class of Notes or another class of Notes which ranks senior to the class of Notes to which the lower Rate of Interest Maintenance Adjustment is proposed to be made, the Base Rate Modification will not be made unless an Extraordinary Resolution is

passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*) by the Noteholders of each class of Notes then outstanding to which the lower Rate of Interest Maintenance Adjustment is proposed to be made; and

- (iv) for the avoidance of doubt, the Rate of Interest Maintenance Adjustment may effect an increase or a decrease to the margin over the Alternative Base Rate; and
- (G) confirmation that either:
 - (I) the Issuer, or, as the case may be, PML as Administrator, on behalf of the Issuer, has obtained from each of the Rating Agencies written confirmation (or it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that the proposed Base Rate Modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, it has appended a copy of each such confirmation to the Base Rate Modification Certificate; or
 - (II) the Rating Agencies have been informed of the proposed modification and neither of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent).
- (d) If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to in Condition 15(c)(A) that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*) **provided that** (A) in circumstances where the Issuer proposes a lower Rate of Interest Maintenance Adjustment on any Class of Notes other than the Most Senior Class than that which is proposed for the Most Senior Class of Notes or another Class of Notes which ranks senior to the Class of Notes to which the lower Rate of Interest Maintenance Adjustment is proposed to be made, such Extraordinary Resolution shall be passed by the Noteholders of the Most Senior Class of Notes then outstanding and by the Noteholders of each Class of Notes then outstanding to which the lower Rate of Interest Maintenance Adjustment is proposed to be made, and (B) in other circumstances, such Extraordinary Resolution shall be passed by Noteholders of the Most Senior Class of Notes then outstanding.
- (e) Other than where specifically provided in this Condition 15 (*Base Rate Modification*) or any Relevant Document, when implementing any modification pursuant to this Condition 15 (*Base Rate Modification*), the Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation, on any Base Rate Modification Certificate or evidence provided to it by the Issuer (or PML as Administrator on behalf of the Issuer) or the relevant Transaction Party, as the case may be, pursuant to this Condition 15 (*Base Rate Modification*) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.
- (f) The Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liability against

which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties or decreasing the rights or protection, of the Trustee in the Relevant Documents and/or these Conditions.

- (g) Any Base Rate Modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:
 - (i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
 - (ii) the Secured Creditors that are party to the Relevant Document(s) that are the subject of the modification; and
 - (iii) the Noteholders in accordance with Condition 12 (*Notices*) and the Residual Certificateholders in accordance with Residual Certificates Condition 11 (*Notices*).
- (h) Following the making of a Base Rate Modification, if it becomes generally accepted market practice in the publicly listed asset backed floating rate notes market to use a base rate of interest (the "**Accepted Market Base Rate**") which is different from the Alternative Base Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Base Rate Modification, the Issuer is entitled to propose a further Base Rate Modification pursuant to this Condition 15 (*Base Rate Modification*).

16. **Indemnification of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to realise the Security and to obtain repayment of the Notes unless indemnified and/or secured and/or prefunded to its satisfaction. For the avoidance of doubt, whenever the Trustee is bound, under the provisions of the Trust Deed, to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and/or any other party to the Relevant Documents without accounting for any profit resulting from such transactions. The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Administrators or any of their affiliates or by clearing organisations or their operators or by any person on behalf of the Trustee.

17. **Limitation of Liability of Trustee**

The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Administrators or any of their affiliates or by clearing organisations or their operators or by any person on behalf of the Trustee.

18. **Increasing the Principal Amount Outstanding of the Class S VFN, adjusting the Maximum Class S VFN Amount in respect of an Amortised Cost Adjustment and/or Swap Premium and payment of any Class S VFN Excess Amounts**

- (a) If the Issuer (or PML as Administrator on behalf of the Issuer) receives a notice from either Seller prior to the Class S VFN Commitment Termination Date notifying the Issuer that on any Further Sale Date there are insufficient funds standing to the credit of the Class S VFN Drawdown Ledger to fund the Amortised Cost Adjustment and/or Swap Premium on such date, the Issuer (or PML as Administrator on its behalf) shall notify (by serving a Notice of Increase) the Class S VFN Holder requesting that the Class S VFN Holder further funds the Class S VFN on the next Further Sale Date or other Business Day specified in the Notice of Increase in an amount equal to the lower of:
 - (i) the Amortised Cost Adjustment and/or Swap Premium (as the case may be) less the amounts standing to the credit of the Class S VFN Drawdown Ledger

available to pay such Amortised Cost Adjustment and/or Swap Premium (as the case may be); and

- (ii) the Maximum Class S VFN Amount less the current Principal Amount Outstanding of the Class S VFN (taking into account any likely reductions to the Principal Amount Outstanding of the Class S VFN on the following Interest Payment Date).
- (b) The Class S VFN Holder, upon receipt of such a notice from the Issuer or PML as Administrator (on behalf of the Issuer) prior to the Class S VFN Commitment Termination Date requesting that the Class S VFN Holder further funds the Class S VFN, shall make such further funding (the "**Further Class S VFN Funding**"), provided that the Issuer has complied with the requirements of Condition 18(d) below.
- (c) The proceeds of the Further Class S VFN Funding shall be applied by the Issuer to the Class S VFN Drawdown Ledger to be used towards the Amortised Cost Adjustment and/or Swap Premium (as the case may be) on the Further Sale Date.
- (d) The Class S VFN Holder shall advance the amount of such Further Class S VFN Funding to the Issuer for value on the relevant Principal Determination Date or other Business Day specified in the Notice of Increase, if the following conditions are satisfied:
 - (i) not later than 2.00 p.m. one Business Day prior to the proposed date for the making of such Further Class S VFN Funding (or such lesser time as may be agreed by the Class S VFN Holder), the Class S VFN Holder has received from the Issuer a completed and irrevocable Notice of Increase (or other written direction to advance such funds) therefore, receipt of which shall oblige the Class S VFN Holder to accept the amount of the Further Class S VFN Funding therein requested on the date therein stated upon the terms and subject to the conditions contained therein;
 - (ii) as a result of the making of such Further Class S VFN Funding, the aggregate amount of drawings made under the Class S VFN plus all Further Class S VFN Funding made in respect of the relevant Class S VFN (provided that no reference shall be made in respect of any principal amount due on the relevant Class S VFN which has already been repaid) would not exceed the Maximum Class S VFN Amount;
 - (iii) either:
 - (A) the Issuer confirms in the Notice of Increase that no Event of Default has occurred or will occur as a result of the Further Class S VFN Funding; or
 - (B) the Class S VFN Holder agrees in writing (notwithstanding any matter mentioned at 18(d)(i) above) to make such Further Class S VFN Funding available; and
 - (iv) the proposed date of such Further Class S VFN Funding falls on a Business Day prior to the Class S VFN Commitment Termination Date.
- (e) If on any day from the Closing Date to the Class S VFN Commitment Termination Date, the amounts standing to the credit of the Class S VFN Drawdown Ledger are in excess of the aggregate of the Amortised Cost Adjustment and/or the Swap Premium arising during an Interest Period (such excess, the "**Class S VFN Excess Amounts**") as calculated by PML as Administrator, then such Class S VFN Excess Amounts shall be applied on any Business Day on or prior to the Interest Payment Date immediately following the end of such Interest Period as a principal repayment of the Class S VFN outside of the Payment Priorities.

In this Condition, the expression:

"Class S VFN Commitment Termination Date" means the date on which the commitment of the Class S VFN Holder in respect of the Class S VFN will be extinguished, such date being the earlier to occur of:

- (a) the Final Maturity Date; or
- (b) an Event of Default.

"Maximum Class S VFN Amount" means, for the Class S VFN, £85,000,000 (less any Further Class S VFN Fundings made by the Class S VFN Holder pursuant to Condition 19) or such other amount as may be agreed from time to time by the Issuer and the Class S VFN Holder, and notified to the Trustee.

"Notice of Increase" means a notice, substantially in the form set out in the Trust Deed.

"Swap Premium" means any swap premium amounts payable from the Issuer to a Basis Hedge Provider in connection with a Basis Hedge Agreement entered into at closing or post-closing.

19. **Increasing the Principal Amount Outstanding of the Class S VFN and adjusting the Maximum Class S VFN Amount in respect of the discretionary funding of the General Reserve Fund, Class A and Class B Liquidity Reserve Fund and the Principal Deficiency Ledger**

- (a) If the Issuer (or PML as Administrator on behalf of the Issuer) determines that:
 - (i) amounts standing to the credit of the General Reserve Fund are less than the General Reserve Fund Required Amount;
 - (ii) amounts standing to the credit of the Class A and Class B Note Liquidity Reserve Fund are less than the Class A and Class B Liquidity Reserve Fund Required Amount; or
 - (iii) there is a balance of less than zero on the Principal Deficiency Ledger,

the Issuer (or PML as Administrator on its behalf) may notify (by serving a Notice of Increase) the holder of the Class S VFN Holder requesting that the Class S VFN Holder further funds the Class S VFN on the relevant Interest Payment Date or other Business Day specified in the Notice of Increase in an amount equal to:

- (A) in respect of (i) above, the General Reserve Fund Required Amount less all amounts standing to the credit of the General Reserve Fund;
 - (B) in respect of (ii) above, the Class A and Class B Liquidity Reserve Fund Required Amount less all amounts standing to the credit of the Class A and Class B Note Liquidity Reserve Fund; or
 - (C) in respect of (iii) above, the balance of the Principal Deficiency Ledger; and
- (b) The Class S VFN Holder, upon receipt of such a notice from the Issuer or PML as Administrator (on behalf of the Issuer) prior to the Class S VFN Commitment Termination Date requesting that the Class S VFN Holder further funds the Class S VFN ("**Further Class S VFN Funding**"), shall notify the Issuer whether the Class S VFN Holder is prepared to make a Further Class S VFN Funding.
- (c) Should the Class S VFN Holder agree to the request, the proceeds of the Further Class S VFN Funding shall be applied by the Issuer towards (i) funding the General Reserve Fund up to and including an amount equal to the General Reserve Fund Required Amount, (ii) funding the Class A and Class B Note Liquidity Reserve Fund up to and including an amount equal to the Class A and Class B Liquidity Reserve Fund Required Amount, and (iii) if and to the extent that there is a balance of less than zero on the Principal Deficiency Ledger in order, to credit such amounts to the Principal Deficiency Ledger.

- (d) Should the Class S VFN Holder accept the request to further fund the Class S VFN, the Class S VFN Holder shall advance the amount of such Further Class S VFN Funding to the Issuer for value on the relevant Interest Payment Date or other Business Day specified in the Notice of Increase, if the following conditions are satisfied:
- (i) not later than 2.00 p.m. one Business Days prior to the proposed date for the making of such Further Class S VFN Funding (or such lesser time as may be agreed by the Class S VFN Holder), the Class S VFN Holder has received from the Issuer a completed and irrevocable Notice of Increase (or other written direction to advance such funds) therefore receipt of which shall oblige the Class S VFN Holder to accept the amount of the Further Class S VFN Funding therein requested on the date therein stated upon the terms and subject to the conditions contained therein;
 - (ii) either
 - (A) the Issuer confirms in the Notice of Increase that no Event of Default has occurred or will occur as a result of the Further Class S VFN Funding; or
 - (B) the Class S VFN Holder agrees in writing (notwithstanding any matter mentioned at 19(d)(i) above) to make such Further Class S VFN Funding available; and
 - (iii) the proposed date of such Further Class S VFN Funding falls on a Business Day prior to the Class S VFN Commitment Termination Date.

In this Condition, the expression:

"Class S VFN Commitment Termination Date" means the date on which the commitment of the Class S VFN Holder in respect of the Class S VFN will be extinguished, such date being the earlier to occur of:

- (a) the Final Maturity Date; or
- (b) an Event of Default.

"Maximum Class S VFN Amount" means, for the Class S VFN, £85,000,000 (less any Further Class S VFN Fundings made by the Class S VFN Holder pursuant to Condition 19) or such other amount as may be agreed from time to time by the Issuer and the Class S VFN Holder, and notified to the Trustee.

"Notice of Increase" means a notice, substantially in the form set out in the Trust Deed.

20. **Non-Responsive Rating Agency**

- (a) In respect of the exercise of any power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes and any of the Relevant Documents, the Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the Trustee) from the relevant Rating Agencies that the then current ratings of the Notes will not be reduced, qualified, adversely affected or withdrawn thereby (a **"Rating Agency Confirmation"**).
- (b) If a Rating Agency Confirmation or other response by a Rating Agency is a condition to any action or step under any Relevant Document and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Trustee) and:
 - (i) (A) one Rating Agency (such Rating Agency, a **"Non-Responsive Rating Agency"**) indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Agency Confirmation or response or (B) within 30 days of delivery of such request, no Rating Agency Confirmation or response is

received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given; and

- (ii) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts,

then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred. If no such Rating Agency Confirmation is forthcoming and two directors of the Issuer have certified the same in writing to the Trustee (an "**Issuer Certificate**"), the Trustee shall be entitled (but not obliged) to assume from a written certificate of an Administrator to the Trustee (an "**Administrator Certificate**") that such proposed action:

- (A) (while any of the Notes remain outstanding) has been notified to the Rating Agencies;
- (B) would not adversely impact on the Issuer's ability to make payment when due in respect of the Notes;
- (C) would not affect the legality, validity and enforceability of any of the Relevant Documents or any Security; and
- (D) (while any of the Notes remain outstanding) the then current rating of the Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies, Issuer Certificate and/or Administrator Certificate and the Trustee shall be entitled to rely absolutely without liability to any person for so doing. In being entitled to take into account any such confirmation from the Rating Agencies, it is agreed and acknowledged by the Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders or any other person whether by way of contract or otherwise.

21. **Notifications and Other Matters to be Final**

Notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of the Notes, whether by the Reference Agent, the Issuer, the Administrator(s) or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Reference Agent, the Trustee, the Administrator(s), the Principal Paying Agent, the other Paying Agents (if any) and all Noteholders and (subject as aforesaid) no liability to the Issuer, the Administrator or the Noteholders shall attach to the Reference Agent, the Issuer, the Administrator(s) or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions.

22. **The Contracts (Rights of Third Parties) Act 1999**

The Notes confer no rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. **Governing Law and Jurisdiction**

The Notes and all non-contractual obligations arising from or connected with the Notes are governed by, and shall be construed in accordance with, English law. The Issuer has agreed in the Trust Deed that the courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (respectively, the "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts. In the Trust Deed, the Issuer has waived any objection which it might now or hereafter have to the courts of England being nominated as the

forum to hear and determine any Proceedings and to settle any Disputes, and agreed not to claim that any such court is not a convenient or appropriate forum.

TERMS AND CONDITIONS OF THE RESIDUAL CERTIFICATES

The following is the text of the terms and conditions of the Residual Certificates, (the "**Residual Certificates Conditions**") which apply to the Residual Certificates and, if Definitive Residual Certificates were to be issued, will be endorsed on the Residual Certificates. While any Residual Certificates remain in global form the Residual Certificates Conditions govern them, except to the extent that they are appropriate only to Residual Certificates in definitive form.

1. Issue, Form, Denomination and Title

(a) **Issue of the Residual Certificates to Residual Certificate Holders pursuant to the Trust Deed**

Paragon Mortgages (No.29) PLC (the "**Issuer**") has issued the "**Residual Certificates**", which comprise:

- (i) the 200 "**RC1 Residual Certificates**" which comprise:
 - (A) 100 "**RC1a Residual Certificates**"; and
 - (B) 100 "**RC1b Residual Certificates**";
- (ii) the 200 "**RC2 Residual Certificates**" which comprise:
 - (A) 100 "**RC2a Residual Certificates**"; and
 - (B) 100 "**RC2b Residual Certificates**",

pursuant to a trust deed (the "**Trust Deed**") dated on or about 1 November 2023 or such later date agreed between the Issuer and the Arrangers for the issue of the Notes (the "**Closing Date**") between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**", which expression shall include its successors as trustee under the Trust Deed and any other person or persons from time to time acting as trustee under the Trust Deed) as trustee of the Holders (as defined in Residual Certificates Condition 1(d)) for the time being of the RC1a Residual Certificates (together the "**RC1a Residual Certificateholders**"), the RC1b Residual Certificates (together the "**RC1b Residual Certificateholders**" and, together with the RC1a Residual Certificateholders, the "**RC1 Residual Certificateholders**"), the RC2a Residual Certificates (together the "**RC2a Residual Certificateholders**") and the RC2b Residual Certificates (together the "**RC2b Residual Certificateholders**" and, together with the RC2a Residual Certificateholders, the "**RC2 Residual Certificateholders**" and the RC1 Residual Certificateholders together with the RC2 Residual Certificateholders, the "**Residual Certificateholders**").

In these Residual Certificates Conditions "**class**" shall be a reference to a class of the Residual Certificates being each or any of the RC1 Residual Certificates and the RC2 Residual Certificates and "**classes**" shall be construed accordingly.

The Residual Certificateholders will be entitled to the benefit of, will be bound by, and will be deemed to have notice of, all the provisions of the Trust Deed and the Deed of Charge (as defined in Residual Certificates Condition 2) and will be deemed to have notice of all the provisions of the Relevant Documents (as defined in Residual Certificates Condition 3(a)(i)(B)). Expressions defined in those documents and not otherwise defined in these Residual Certificates Conditions shall where used in these Residual Certificates Conditions have the meanings indicated in the Relevant Documents. Certain provisions of these Residual Certificates Conditions are summaries of the Relevant Documents and are subject to their detailed provisions. Copies of the Relevant Documents will be available for inspection at the registered office of the Issuer and at the Specified Office for the time being of the Principal Paying Agent.

(b) **Form of the Residual Certificates**

Residual Certificates will be represented by one or more permanent global residual certificates in fully registered form without interest coupons (each such global residual

certificate in relation to a class of those Residual Certificates being a "**Global Residual Certificate**").

Each Global Residual Certificate, save for a Global Residual Certificate to be held under the New Safekeeping Structure ("NSS"), is expected to be deposited with, and registered in the name of, or a nominee of a common depository (the "**Common Depository**") for, Euroclear Bank S.A./N.V., as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme*, Luxembourg ("**Clearstream, Luxembourg**" and together with Euroclear, the "**Clearing Systems**") on the Closing Date. Global Residual Certificates to be held under NSS will be deposited with and registered in the nominee name of the common safekeeper for Euroclear and Clearstream, Luxembourg.

The beneficial interests represented by the Global Residual Certificate will be exchanged for Residual Certificates of the relevant class in definitive registered form (each such Residual Certificate a "**Definitive Residual Certificate**") only upon the occurrence of certain limited circumstances specified in the Global Residual Certificates.

(c) ***Title to the Residual Certificates***

The Issuer will cause to be kept at the Specified Office of Citibank, N.A., London Branch as registrar (the "**Registrar**" which expression shall include its successors as registrar under the Agency Agreement) a register (the "**Register**") on which shall be entered the names and addresses of the holders of the Residual Certificates and the particulars of such Residual Certificates held by them and all transfers of such Residual Certificates. In these Residual Certificates Conditions, the "**Holder**" of a Residual Certificate at any time means the person in whose name such Residual Certificate is registered at that time in the Register (or, in the case of a joint holding, the first named person).

In relation to each Residual Certificate, the Holder will, to the fullest extent permitted by applicable law, be deemed and treated at all times, by all persons and for all purposes (including the making of payments), as the absolute owner of such Residual Certificate regardless of any notice to the contrary, any notice of ownership, theft or loss, or of any trust or other interest in that Residual Certificate or of any writing on that Residual Certificate (other than the endorsed form of transfer).

No transfer of a Residual Certificates will be valid unless and until entered on the Register. Transfers and exchanges of beneficial interests in the Global Residual Certificates and entries on the Register relating to the Residual Certificates will be made subject to any restrictions on transfers set forth on such Residual Certificates and the detailed regulations concerning transfers of such Residual Certificates contained in the Agency Agreement, the Trust Deed and the relevant legends appearing on the face of the Residual Certificates (such regulations and legends being the "**Transfer Regulations**"). Each transfer or purported transfer of a beneficial interest in a Global Residual Certificate or a Definitive Residual Certificate made in violation of the Transfer Regulations shall be void *ab initio* and will not be honoured by the Issuer or the Trustee. The Transfer Regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current Transfer Regulations will be sent by the Registrar to any Holder of a Residual Certificate who so requests and by the Principal Paying Agent to any Holder of a Residual Certificate who so requests.

For so long as any Residual Certificate is represented by a Global Residual Certificate, transfers and exchanges of beneficial interests in that Global Residual Certificate and entitlement to payments under that Global Residual Certificate will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear and/or Clearstream, Luxembourg.

Beneficial interests in a Global Residual Certificate may be held only through Euroclear or Clearstream, Luxembourg at any time. Prior to the expiry of a 40 day period following the Closing Date, beneficial interests in a Global Residual Certificate may not be held by a "**U.S. Person**" (as defined in Regulation S under the Securities Act).

2. **Status and Relationship between the Classes of Residual Certificates**

The Residual Certificates are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other person. The Residual Certificates are secured by fixed and floating security over all of the Issuer's assets (the "**Security**") as more particularly described in a deed of sub-charge and assignment (the "**Deed of Charge**") dated the Closing Date between the Issuer, the Trustee, Paragon Finance PLC, Paragon Mortgages (2010) Limited, Paragon Bank Plc, Intertrust Management Limited, the Issue Services Provider, the Account Bank and the Initial Basis Hedge Providers.

Residual Certificates in the same class rank *pari passu* and rateably without any preference or priority among themselves in their right to receive Residual Payments. Prior to the Security becoming enforceable the Residual Certificates rank according to the priority of payments set out in clause 6.1.(b) of the Deed of Charge (the "**Revenue Priority of Payments**") and clause 6.2 of the Deed of Charge (the "**Principal Priority of Payments**") and from and after the Security becoming enforceable the Residual Certificates rank according to the priority of payments set out in clause 8.2 of the Deed of Charge (the "**Enforcement Priority of Payments**" and, together with the Revenue Priority of Payments and the Principal Priority of Payments, the "**Payments Priorities**"), in each case according to the terms of the Relevant Documents (as defined in Residual Certificates Condition 3(a)(i)(B)) and the Residual Certificates.

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of the Residual Certificateholders as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case (a) to have regard only to the interests of the Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Noteholders and the interests of the Residual Certificateholders, (b) (subject to (a)) prior to the Step-Up Date to have regard only to the interests of the RC1 Residual Certificateholders if, in the Trustee's opinion, there is a conflict between the interests of the RC1 Residual Certificateholders and the RC2 Residual Certificateholders and (c) (subject to (a)) on and following the Step-Up Date to have regard only to the interests of the RC2 Residual Certificateholders if, in the Trustee's opinion, there is a conflict between the interests of the RC1 Residual Certificateholders and the RC2 Residual Certificateholders.

The Trustee shall for all purposes treat the holders of the RC1a Residual Certificates and the RC1b Residual Certificates together as one Class and treat the holders of the RC2a Residual Certificates and the holders of the RC2b Residual Certificates together as one Class (including for the purposes of meetings).

3. **Covenants of the Issuer**

- (a) So long as any of the Residual Certificates remain outstanding (as defined in the Trust Deed), the Issuer shall not, save to the extent permitted by the Relevant Documents or with the prior written consent of the Trustee:
 - (i) carry on any business other than as described in the Prospectus dated 27 October 2023 relating to the issue of the Notes and the Residual Certificates (and then only in relation to the Mortgages and the related activities described therein) and in respect of that business shall not engage in any activity or do anything whatsoever except:
 - (A) own and exercise its rights in respect of the Security and its interests therein and perform its obligations in respect of the Security including, for the avoidance of doubt, funding Mandatory Further Advances and Discretionary Further Advances and purchasing Additional Mortgages;
 - (B) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Mortgage Sale Agreement, the Notes, the Residual Certificates, the Subscription Agreement and the other agreements relating to the issue of the Notes, the Residual Certificates (or any of them), the Agency Agreement, the Risk Retention Deed of Covenant, the Trust Deed, the Administration Agreement, the Substitute Administrator Facilitator Agreement, the Mortgages, the Deed of Charge,

the Collection Account Declarations of Trust, each Basis Hedge Agreement, the Issue Services Fee Letter, any other hedging arrangements entered into by the Issuer from time to time, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, the Insurance Contracts, the other insurances in which the Issuer at any time has an interest, the Cross-collateral Mortgage Rights Deeds, the Account Bank Agreement, each Hedge Collateral Custody Agreement and all other agreements and documents comprised in the Security for the Notes and the Residual Certificates (all as defined in the Trust Deed, the Deed of Charge or the Mortgage Sale Agreement) (together the "**Relevant Documents**");

- (C) to the extent permitted by the terms of the Deed of Charge or any of the other Relevant Documents, pay dividends or make other distributions to its members out of profits available for distribution in the manner permitted by applicable law;
 - (D) use, invest or dispose of, or otherwise deal with, or agree or attempt or purport to dispose of, any of its property or assets or grant any option or right to acquire the same in the manner provided in or contemplated by the Relevant Documents or for the purpose of realising sufficient funds to exercise its option to redeem Notes in accordance with their respective terms and conditions; and
 - (E) perform any act incidental to or necessary in connection with (A), (B), (C) or (D) above;
- (ii) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness excluding, for the avoidance of doubt, indebtedness under the Agency Agreement, the Account Bank Agreement, each Hedge Collateral Custody Agreement, the Administration Agreement, Deed of Charge, the Trust Deed, the Notes, the Residual Certificates, the Issue Services Fee Letter, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, each Basis Hedge Agreement and the Substitute Administrator Facilitator Agreement;
 - (iii) create any mortgage, sub-mortgage, charge, sub-charge, pledge, lien or other security interest whatsoever (other than any which arise by operation of law) over any of its assets;
 - (iv) prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006 SI 2006/3296 (as amended);
 - (v) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person, other than as contemplated by the Deed of Charge, the Trust Deed or the Administration Agreement, unless:
 - (A) the person (if other than the Issuer) formed by or surviving such consolidation or merger or which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a person incorporated and existing under the laws of England and Wales, whose main objects are the funding, purchase and administration of mortgages, and which shall expressly assume, by a deed supplemental to the Trust Deed, in a form satisfactory to the Trustee, the due and punctual payment of principal and interest on the Notes and the performance and observance of every covenant in the Trust Deed and in these Residual Certificates Conditions on the part of the Issuer to be performed or observed;

- (B) immediately after giving effect to such transaction, no Event of Default (as such term is defined in these Residual Certificates Conditions) shall have occurred and be continuing;
 - (C) the Trustee is satisfied that the interests of the Residual Certificateholders will not be materially prejudiced by such consolidation, merger, conveyance or transfer;
 - (D) the Issuer shall have delivered to the Trustee a legal opinion containing such confirmations in respect of such consolidation, merger, conveyance or transfer and such supplemental deed and other deeds as the Trustee may require; and
 - (E) the then current ratings of the Notes are not adversely affected;
 - (vi) permit the validity or effectiveness of the Trust Deed or the Deed of Charge or the priority of the Security created thereby to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of the Security to be released from such obligations;
 - (vii) in a manner which adversely affects the then current ratings of the Notes, have any employees or premises or have any subsidiary; or
 - (viii) have an interest in any bank account, other than the Transaction Account, any Hedge Collateral Account and the Collection Accounts (as defined in the Trust Deed), unless such account or interest is charged to the Trustee on terms acceptable to it.
- (b) So long as any of the Residual Certificate remains outstanding the Issuer will procure that there will at all times be one or more persons appointed as administrator of the Mortgages (each an "**Administrator**"). Any appointment of an Administrator is subject to the approval of the Trustee and must be of a person with experience of administration of mortgages in England and Wales. An Administrator will not be permitted to terminate its appointment without, *inter alia*, the prior written consent of the Trustee and the Issuer. The appointment of an Administrator may be terminated by the Trustee or the Issuer if, among other things, such Administrator is in breach of its obligations under the Administration Agreement, which breach, in the opinion of the Trustee, is materially prejudicial to the interests of the Most Senior Class and such breach is not remedied or deemed to be remedied in accordance with the terms of the Administration Agreement. Upon the termination of the appointment of an Administrator, the Substitute Administrator Facilitator will assist the Issuer in appointing a substitute administrator.

In these Residual Certificates Conditions, "**Most Senior Class**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes or Class C Notes or Class D Notes then outstanding, the Class Z Notes or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class Z Notes then outstanding, the Class S Notes, or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class Z Notes or Class S Notes then outstanding, the Class S VFN, or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class Z Notes, Class S Notes or Class S VFN then outstanding, prior to the Step-Up Date, the RC1 Residual Certificates and, on and following the Step-Up Date, the RC2 Residual Certificates.

4. **Residual Payments**

(a) ***Rights to Residual Payments***

Each Residual Certificate represents an entitlement to Residual Payments being, in each case, payments of Deferred Purchase Consideration for the purchase of the Mortgage Portfolio, payable to the Residual Certificateholders from time to time.

Each RC1a Residual Certificate represents an entitlement to receive RC1a Payments, each RC1b Residual Certificate represents an entitlement to receive RC1b Payments, each RC2a Residual Certificate represents an entitlement to receive RC2a Payments and each RC2b Residual Certificate represents an entitlement to receive RC2b Payments.

Residual Payments will be payable on Interest Payment Dates, determined in accordance with the Conditions of the Notes.

For the purposes of these Residual Certificates Conditions:

"Interest Payment Date" means the date determined as an Interest Payment Date in accordance with the Conditions of the Notes;

"Paragon Bank Allocation" means, on each Principal Determination Date, a fraction, the numerator of which is the aggregate Current Balance of all Mortgages in the Mortgage Portfolio originated or purchased by Paragon Bank and the denominator of which is aggregate Current Balance of all Mortgages in the Mortgage Portfolio;

"PML Allocation" means, on each Principal Determination Date, a fraction, the numerator of which is the aggregate Current Balance of all Mortgages in the Mortgage Portfolio originated by PML and the denominator of which is aggregate Current Balance of all Mortgages in the Mortgage Portfolio;

"RC1a Payment Amount" means for each RC1a Residual Certificate, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), the RC1a Payment for that date, divided by 100;

"RC1a Payments" means, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), an amount equal to the product of the PML Allocation and the amount available for payment to the Holders of the RC1 Residual Certificates in accordance with the relevant Payments Priority;

"RC1b Payment Amount" means for each RC1b Residual Certificate, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), the RC1b Payment for that date, divided by 100;

"RC1b Payments" means, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), an amount equal to the product of the Paragon Bank Allocation and the amount available for payment to the Holders of the RC1 Residual Certificates in accordance with the relevant Payments Priority;

"RC1 Payment Amounts" means the RC1a Payment Amount and the RC1b Payment Amount;

"RC1 Payments" means the RC1a Payments and the RC1b Payments;

"RC2a Payment Amount" means for each RC2a Residual Certificate, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), the RC2a Payment for that date, divided by 100;

"RC2a Payments" means, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), an amount equal to the product of the PML Allocation and the amount available for payment to the Holders of the RC2 Residual Certificates in accordance with the relevant Payments Priority;

"RC2b Payment Amount" means for each RC2b Residual Certificate, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), the RC2b Payment for that date, divided by 100;

"RC2b Payments" means, on each Interest Payment Date (or, in respect of the Enforcement Priority of Payments, on any relevant day), an amount equal to the product of the Paragon Bank Allocation and the amount available for payment to the Holders of the RC2 Residual Certificates in accordance with the relevant Payments Priority;

"RC2 Payment Amounts" means the RC2a Payment Amount and the RC2b Payment Amount;

"RC2 Payments" means the RC2a Payments and the RC2b Payments;

"Residual Payment Amounts" means the RC1 Payment Amounts and the RC2 Payment Amounts; and

"Residual Payments" means the RC1 Payments and the RC2 Payments.

(b) ***Determination of Residual Payments and Residual Payment Amounts***

On (or as soon as practicable after) the last Business Day of the month preceding the month in which an Interest Payment Date falls (and no later than one Business Day from the relevant Interest Determination Date), the Issuer shall determine (or cause the Administrators to determine) the Residual Payments and, in respect of (a) each RC1a Residual Certificate, the RC1a Payment Amount, (b) each RC1b Residual Certificate, the RC1b Payment Amount, (c) each RC2a Residual Certificate, the RC2a Payment Amount and (d) each RC2b Residual Certificate, the RC2b Payment Amount.

(c) ***Publication of Residual Payments and Residual Payment Amounts***

The Administrators will cause the Residual Payments and the Residual Payment Amounts (if any) for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee, the Paying Agents and will cause the same to be published in accordance with Residual Certificates Condition 11 on or as soon as possible after the date of commencement of the relevant Interest Period.

(d) ***Determination or Calculation by Trustee***

If PML as Administrator at any time for any reason does not determine the Residual Payments or a Residual Payment Amount in accordance with paragraph (b) above, the Trustee (or an agent on its behalf) may (but shall be under no obligation to do so) calculate or cause to be calculated the Residual Payments or a Residual Payment Amount in accordance with paragraph (a) above, and each such determination or calculation shall be deemed to have been made by the Administrators.

(e) ***Termination of Payments and cancellation of Residual Certificates***

Following the redemption in full of the Notes and the realisation of the Charged Property, and payment of the proceeds on accordance with the relevant Payments Priority, no more Residual Payments will be made by the Issuer and the Residual Certificates shall be cancelled.

The Trustee will not be required to comply with any request or direction from the holders of the Residual Certificates or any Class of them (whether pursuant to Residual Certificates Condition 8 or 9 or otherwise) if the Issuer shall have certified in writing to the Trustee (upon which certificate the Trustee may rely without any duty or obligation to investigate or verify if the same is correct) that no further amounts are payable to the holders of the Residual Certificates in accordance with this Residual Certificates Condition 4(e).

5. **Payments**

(a) ***Definitions relating to payments***

In these Residual Certificates Conditions:

"Cheque" means a GBP cheque drawn upon a Permitted Account;

"Local Business Day" means, in relation to payment to be made by a Paying Agent, a day which (1) is a Business Day; and (2) is a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general

business (including dealings in foreign exchange and foreign currency deposits) in the place where the Specified Office of that Paying Agent is situated; and (3) if the payment is made in relation to a Global Residual Certificate, is a day on which the relevant Clearing System is open for business;

"Payee" means the person listed at the close of business on the Record Date in the Register as the holder of that Residual Certificate (or, if two or more persons are so listed, the person appearing first in the list);

"Payment Date" means, in relation to any payment, the due date of that payment or if that due date is not a Local Business Day, the next succeeding Local Business Day;

"Permitted Account" means a GBP account maintained by the Payee with a bank in London;

"Record Address" means, in connection with any payment, the address shown as the address of the Payee in the Register at the close of business on the relevant Record Date;

"Record Date" means, in connection with any payment, one day before the due date for the relevant payment; and

"Specified Office" means, in relation to the Registrar, the Reference Agent or any Paying Agent, the office specified as such in the Agency Agreement or such other office as the relevant Agent may specify in accordance with the terms of the Agency Agreement.

(b) **Means of making payments**

Residual Payments in respect of each Residual Certificate:

- (i) will be made to the relevant Payee; and
- (ii) will be made by Cheque or, upon written application (together with appropriate details of a Permitted Account) by that person received at the Specified Office of the Principal Paying Agent on or before the Record Date, shall be made by transfer to that Permitted Account.

Where payment in respect of a Residual Certificate is to be made by Cheque, the Cheque will be mailed to the Record Address.

(c) ***Time of payment***

Where payment is to be made by transfer to a Permitted Account, payment instructions (for value the Payment Date) will be initiated and, where payment is to be made by Cheque, the Cheque will be mailed on the Payment Date.

(d) ***Delays in making payments***

A Holder of a Residual Certificate shall not be entitled to any interest or other payment in respect of any delay in payment resulting from:

- (i) a payment not being made, a transfer not being initiated or a Cheque not being mailed on the due date for a payment as a result of that due date not being a Local Business Day;
- (ii) a Cheque mailed in accordance with this Residual Certificates Condition 5 arriving after the due date for payment or being lost in the mail;
- (iii) the relevant Paying Agent having not received before the relevant Record Date written notice of a valid mailing address outside the United States and its possessions for the Payee; and
- (iv) the relevant Paying Agent having not received before the relevant Record Date written notice of a Permitted Account for the Payee.

(e) ***Fiscal and other laws; no commission or expenses***

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Residual Certificateholders in respect of such payments.

(f) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Residual Certificate, the Issuer shall procure and the Registrar will ensure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Residual Certificate, that a statement indicating the amount and date of such payment is endorsed on the relevant Residual Certificate.

(g) ***Duty to maintain a Paying Agent***

The initial Principal Paying Agent is Citibank, N.A., London Branch at its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The Issuer may at any time (with the previous written approval of the Trustee) vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, **provided that** it will at all times maintain a Paying Agent having a specified office in the City of London (the "**London Paying Agent**") and, in the case of the Paying Agent for the Residual Certificates, require that such Paying Agent's office for administering payments in respect of such Notes is located outside the United States or its possessions. Notice of any such termination or appointment and of any change in the office through which any Paying Agent will act will be given in accordance with Residual Certificates Condition 11 (*Notices*).

6. **Taxation**

All payments in respect of the Residual Certificates will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer or any Paying Agent is required by applicable law to make any payment in respect of the Residual Certificates subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event the Issuer or such Paying Agent (as the case may be) 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. Neither the Issuer nor the Paying Agents will be obliged to make any additional payments to holders of Residual Certificates in respect of such withholding or deduction.

Notwithstanding any other provision in these Residual Certificates Conditions, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code of 1986 Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person not being entitled to receive payments free of FATCA withholding.

7. **Prescription**

Claims against the Issuer for payments in respect of Residual Payments shall be prescribed and become void unless made within 10 years from the Relevant Date in respect thereof; the effect of which, in the case of a payment of principal, will be to reduce the Principal Liability Outstanding of such Residual Certificate by the amount of such payment.

As used in these Residual Certificates Conditions, the "**Relevant Date**" means the date on which a payment first becomes due but, if the full amount of the money payable has not been received in London by the Principal Paying Agent or the Trustee on or prior to such date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given in accordance with Residual Certificates Condition 11 (*Notices*).

8. **Events of Default**

Subject to Residual Certificates Condition 4(e) (*Termination of Payments and cancellation of Residual Certificates*) and provided all of the Notes have been redeemed in full, the Trustee at its discretion may, or if so requested in writing by the holders of at least one-quarter of the aggregate of the Principal Amount Outstanding of the Most Senior Class of Residual Certificates outstanding (subject to being indemnified and/or secured and/or prefunded to its satisfaction) shall (but, in the case of the occurrence of any of the events mentioned in paragraph (iii) below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Residual Certificates and, in the case of the event mentioned in paragraph (i) below, only if the Trustee has issued a certificate (based on information provided to it by the Administrators) to the effect that the Issuer had, on the due date for payment of the amount in question, sufficient cash to pay, in accordance with the provisions of the Deed of Charge, such amount (after payment of all sums which it is permitted under the Deed of Charge to pay in priority thereto or *pari passu* therewith) give notice (an "**Enforcement Notice**") to the Issuer that any RC1 Payments or RC2 Payments pursuant to the Residual Certificates are, and each Residual Certificate shall accordingly forthwith become, immediately due and payable as provided in the Trust Deed if any of the following events (each an "**Event of Default**") shall occur:

- (i) default is made for a period of seven days or more in the payment on the due date of any amount due on the Most Senior Class of Residual Certificates outstanding or any of them; or
- (ii) the occurrence of an Issuer Insolvency Event; or
- (iii) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it under the Residual Certificates or the Trust Deed or the Deed of Charge or the Administration Agreement (other than any obligation for the payment of any principal or interest on the Notes) and, except where in the opinion of the Trustee such default is not capable of remedy, such default continues for 30 days after written notice by the Trustee to the Issuer requiring the same to be remedied.

The Trustee shall send the Principal Paying Agent a copy of any Enforcement Notice or other notice which the Trustee gives to the Issuer under this Residual Certificates Condition 8 for release into the Clearing Systems and notification to the Residual Certificateholders.

"Issuer Insolvency Event" means:

- (a) an order is made or an effective resolution is passed for winding up the Issuer except a winding-up for the purpose of a merger, reconstruction or amalgamation, the terms of which have previously been approved either in writing by the Trustee or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes;
- (b) proceedings shall be initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws including, for the avoidance of doubt, presentation to the court of an application for an administration order, or an administrative receiver or other receiver, administrator or other similar official shall be appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of the Issuer or a distress, execution or diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases it shall not be discharged within 14 days or if the Issuer shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or shall make a conveyance or assignment for the benefit of its creditors generally; or
- (c) the Issuer ceases or threatens to cease to carry on its business or a substantial part of its business or the Issuer is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of

its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent.

9. **Enforcement and Limited Recourse**

(a) **Enforcement**

At any time after the Residual Certificates become due and payable pursuant to Residual Certificates Condition 8 the Trustee may, at its discretion and without further notice, take such steps and/or institute such proceedings as it may think fit to enforce the Security for the Residual Certificates and to enforce payment under the Residual Certificates and payment of interest, but it shall not be bound to take any such steps or proceedings unless (i) it shall have been so directed in writing by the holders of at least one-quarter of the Most Senior Class of Residual Certificates and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

Notwithstanding the foregoing if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Trustee will not be entitled to dispose of the Charged Property unless either a sufficient amount would be realised to allow discharge in full of all amounts owing to the Noteholders (other than the Class S Noteholders and Class S VFN Holder) and Residual Certificateholders and other creditors of the Issuer ranking in priority thereto or *pari passu* therewith or the Trustee is of the opinion, reached after considering at any time and from time to time the advice of an investment bank or other financial adviser selected by the Trustee, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders and any other amounts payable by the Issuer ranking in priority thereto or *pari passu* therewith.

No Residual Certificateholder may proceed directly against the Issuer unless the Trustee, having become bound to take steps and/or proceed, fails to do so within a reasonable time and such failure is continuing.

(b) **Limited Recourse**

If at any time following:

- (a) the occurrence of either:
 - (i) the Interest Payment Date falling in December 2055 or any earlier date upon which all of the Notes of each Class are due and payable; or
 - (ii) the service of an Enforcement Notice; and
- (b) Realisation of the Charged Property and application in full of any amounts available to pay amounts outstanding under the Residual Certificates in accordance with the applicable Payments Priorities,

the proceeds of such Realisation are insufficient, after the same have been allocated in accordance with the applicable priority of payments, to pay all amounts then outstanding under any class of Residual Certificates then the amount remaining to be paid (after such application in full of the amounts first referred to in paragraph (b) above) under such class of Residual Certificates (and any class of Residual Certificates junior to that class of Residual Certificates) shall, on the day following such application in full of the amounts referred to in paragraph (b) above, cease to be due and payable by the Issuer.

For the purposes of this Residual Certificates Condition 9:

"**Realisation**" means, in relation to any Charged Property, the deriving, to the fullest extent practicable, (in accordance with the provisions of the Relevant Documents) of proceeds from or in respect of such Charged Property including (without limitation) through sale or through performance by an obligor.

"**Charged Property**" means the property of the Issuer which is subject to the Security.

10. **Replacement of Residual Certificates**

If any Residual Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer and the Registrar may reasonably require. Mutilated or defaced Residual Certificates must be surrendered before replacements will be issued.

11. **Notices**

All notices to Residual Certificateholders or any category of them shall be deemed to have been duly given to those Residual Certificateholders:

- (a) if information concerned in such notice shall appear on the relevant page of the Reuters Screen (presently page PBGPM29) or such other medium for the electronic display of data as may be approved by the Trustee and notified to Residual Certificateholders (the "**Relevant Screen**"), and in such case such notice shall be deemed to have been given on the first date on which such information appeared on the Relevant Screen; or
- (b) if published in the *Financial Times* or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other leading daily newspaper or newspapers printed in the English language as the Trustee shall approve in advance having (individually or in combination) a general circulation in the United Kingdom, Europe and in each such case such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required in the newspaper or in one of the newspapers referred to above; or
- (c) if sent to them by first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail at the respective addresses on the Register, and in such case such notice will be deemed to have been given on the fourth day after the date of posting; or
- (d) whilst the Residual Certificates then held by those Residual Certificateholders are represented by a Global Residual Certificate, if given to Euroclear and/or Clearstream, Luxembourg for communication by them to those Residual Certificateholders, and in such case such notice shall be deemed to have been given to the relevant Residual Certificateholders on the day of such delivery to Euroclear and/or Clearstream, Luxembourg, as appropriate; or
- (e) any other method or methods of giving notice sanctioned in advance by the Trustee if, in the Trustee's sole opinion, such other method or methods is/are reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Residual Certificates are then listed, quoted and/or traded and **provided that** notice of such other method or methods is/are given to those Residual Certificateholders in such manner as the Trustee shall require,

and where a notice is given to those Residual Certificateholders using more than one of the methods described in the above paragraphs of this Residual Certificates Condition, such notice shall be deemed to have been given on the first date on which such notice is deemed to have been given under those paragraphs.

12. **Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver**

The Trust Deed contains provisions for convening meetings of all Noteholders or Noteholders holding Notes of the same class (the "**Relevant Noteholders**") and all Residual Certificateholders or Residual Certificateholders holding Residual Certificates of the same Class (the "**Relevant Residual Certificateholders**") to consider any matter affecting the interests of those Relevant Noteholders or Relevant Residual Certificateholders, as applicable, including, among other things,

the sanctioning by Extraordinary Resolution of a modification of their Notes (including the Conditions as they relate to their Notes), modification of their Residual Certificates (including these Residual Certificates Conditions as they relate to their Residual Certificates) or the provisions of any of the Relevant Documents.

In these Residual Certificates Conditions a "**Basic Terms Modification**" means a modification of certain terms including, among other things, a modification which would have the effect of altering the date of maturity of any of the Notes or Residual Certificates, or postponing any day for payment of interest in respect of any of the Notes or reducing, cancelling or increasing the amount of principal payable in respect of any of the Notes, or reducing the rate of interest applicable to any of the Notes, or altering the majority required to pass an Extraordinary Resolution, or altering the currency of payment of any of the Notes or Residual Certificates, or altering the date or priority of redemption of any of the Notes or Residual Certificates, **provided that** a modification effected pursuant to, and in accordance with, Condition 13 (*Additional Right of Modification*) will not constitute a Basic Terms Modification..

The quorum at any meeting of the Relevant Residual Certificateholders for passing an Extraordinary Resolution of the Relevant Residual Certificateholders shall be two or more persons holding or representing greater than 50 per cent. of the number of the Residual Certificates of the relevant Class or Classes then outstanding held by the Relevant Residual Certificateholders or, at any adjourned meeting, two or more persons being or representing the Relevant Residual Certificateholders whatever the number of the Residual Certificates so held or represented except that, at any meeting the business of which includes the sanctioning of a Basic Terms Modification, the necessary quorum for passing an Extraordinary Resolution by the Relevant Residual Certificateholders shall be two or more persons holding or representing over 75 per cent. of the number of the Residual Certificates of the relevant Class or Classes then outstanding held by the Relevant Noteholders, or at any adjourned such meeting two or more persons holding or representing over 25 per cent. of the number of the Residual Certificates of the relevant Class or Classes then outstanding held by the Relevant Residual Certificateholders. The quorum at any meeting of the Relevant Residual Certificateholders of any class of Residual Certificates for all business other than voting on an Extraordinary Resolution shall be two or more persons holding or representing not less than 5 per cent. of the number of the Residual Certificates of the relevant Class or Classes then outstanding held by the Relevant Noteholders or at any adjourned such meeting, two or more persons being or representing the Relevant Residual Certificateholders, whatever the number of the Residual Certificateholders held by the Relevant Residual Certificateholders. While any Residual Certificates are represented by a Global Residual Certificate or all such Residual Certificates are held by the same person, the holder of that Global Residual Certificate or that person (as the case may be) or their respective proxy shall be deemed to be two persons for the purposes of forming a quorum for the purposes of meetings of the Relevant Residual Certificateholders of those Residual Certificates.

The majority required for an Extraordinary Resolution, including the sanctioning of a Basic Terms Modification, shall be 75 per cent. of the votes cast on that Extraordinary Resolution. Any other resolution shall be decided by a simple majority of votes cast (and in a case of equality of votes the Chairman of the relevant meeting shall have a casting vote).

The Trust Deed contains provisions limiting the powers of the Class B Noteholders, Class C Noteholders, the Class D Noteholders, the Class Z Noteholders, the Class S Noteholders the Class S VFN Holder and the Residual Certificateholders, among other things, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution, according to the effect thereof on the interests of the Class A Noteholders. In particular, in relation to each class of Notes and Residual Certificates:

- (a) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one class of Notes or Residual Certificates shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes (to the extent that there are outstanding Notes in such other classes);
- (b) no Extraordinary Resolution to approve any matter other than a Basic Terms Modification of any class of Notes or Residual Certificates shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes ranking senior to such class (to the extent that there are outstanding Notes ranking senior to such

class) unless the Trustee considers that the interests of each of the other classes of Notes ranking senior to such class would not be materially prejudiced by the implementation of such first mentioned Extraordinary Resolution;

- (c) any resolution passed at a meeting of Noteholders or Residual Certificateholders of one or more classes of Notes or Residual Certificate, as applicable, duly convened and held in accordance with the Trust Deed shall be binding upon all Noteholders and/or Residual Certificateholders of such class, as applicable, whether or not present at such meeting and whether or not voting and, except in the case of a meeting relating to a Basic Terms Modification, any resolution passed at a meeting of the holders of the Most Senior Class of Notes duly convened and held as aforesaid shall also be binding upon the holders of all the other classes of Notes and Residual Certificates and will override any resolution to the contrary of the other classes of Notes and/or Residual Certificates; and
- (d) an Extraordinary Resolution passed at any meeting of Relevant Noteholders and/or Relevant Residual Certificateholders shall be binding on all those Relevant Noteholders and/or Relevant Residual Certificateholders, as applicable, whether or not they are present at the meeting.

Any resolution passed by way of Electronic Consents given by holders through the relevant clearing system(s) in accordance with these Residual Certificates Conditions and the Trust Deed shall also be binding on the relevant Noteholders and/or relevant Residual Certificateholders, as applicable.

The Trustee may agree, without the consent of the Noteholders or the Residual Certificateholders:

- (A) to any modification (except a Basic Terms Modification) of, or to the waiver or authorisation of any breach or proposed breach of, the Notes (including the Conditions), these Residual Certificates (including these Residual Certificates Conditions) or any of the Relevant Documents, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders and/or the Residual Certificateholders, as applicable; or
- (B) to any modification of the Notes (including the Conditions), the Residual Certificates (including these Residual Certificates Conditions) or any of the Relevant Documents which, in the Trustee's opinion, is to correct a manifest error or is of a formal, minor or technical nature. The Trustee may also, without the consent of the Noteholders or the Residual Certificateholders, determine that any Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or the issue of a certificate would constitute an Event of Default shall not, or shall not subject to specified conditions, be treated as such.

Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and the Residual Certificateholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders and the Residual Certificateholders in accordance with Condition 12 and/or Residual Certificates Condition 11, as applicable, as soon as practicable thereafter.

13. **Additional Right of Modification**

Notwithstanding any of the provisions of Residual Certificates Condition 12 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*), the Trustee shall be obliged, without any consent or sanction of the Noteholders, Residual Certificateholders, or, subject to Residual Certificates Condition 13(j)(C) below, any of the other Secured Creditors, to concur with the Issuer in making any modification or, in the case of Residual Certificates Condition 13(i), any modification (other than in respect of a Basic Terms Modification) to the Conditions, these Residual Certificates Conditions or any other Relevant Document to which it is a party or in relation to which it holds security that the Issuer considers necessary:

- (a) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, **provided that:**
- (i) the Issuer (or PML as Administrator on its behalf) certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
 - (ii) in the case of any modification to a Relevant Document proposed by any of the Basis Hedge Providers or PML as Administrator in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):
 - (A) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, certifies in writing to the Issuer or the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to the Trustee that it has received the same from the relevant Basis Hedge Provider or the relevant Administrator, as the case may be);
 - (B) either:
 - (I) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, obtains from each of the Rating Agencies written confirmation (or certifies in writing to the Issuer and the Trustee that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer and the Trustee; or
 - (II) the Issuer (or PML as Administrator on its behalf) certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent); and
 - (C) the relevant Basis Hedge Provider or PML as Administrator, as the case may be, pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee in connection with such modification;
- (b) in order to enable the Issuer and/or the Basis Hedge Providers to comply with:
- (i) any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (as amended or superseded, "UK EMIR");

- (ii) any obligation which applies to it under Articles 9, 10 and 11 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012, as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) (as amended or superseded, "**EU EMIR**"); or
- (iii) any other obligation which applies to it under UK EMIR EU EMIR,

provided that the Issuer (or PML as Administrator on its behalf) or the relevant Basis Hedge Provider, as appropriate, certifies to the Trustee in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;

- (c) for the purpose of complying with any changes in the requirements of Article 6 of Regulation (EU) 2017/2402 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020 and as further amended, varied, superseded or substituted from time to time (the "**EUWA**")) (together with any implementing regulation, technical standards and official guidance related thereto), in each case as amended, varied or substituted from time to time (the "**UK Securitisation Regulation**") or Article 6 of Regulation (EU) 2017/2402 (together with any implementing regulation, technical standards and official guidance related thereto), in each case as are in effect as of the Closing Date or, to the extent any amendments to such regulation, technical standards and official guidance come into effect after the Closing Date, as otherwise adopted by Paragon Bank in its sole discretion from time to time (the "**EU Securitisation Regulation**") or Section 15G of the Securities Exchange Act of 1934, as added by section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, after the Closing Date, including as a result of the adoption of Regulatory Technical Standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (d) for the purpose of enabling the Notes (other than the Class S VFN) to be (or to remain) listed on the London Stock Exchange or an alternative regulated market chosen by the Issuer, **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (e) for the purposes of enabling the Issuer or any other person that is party to a Relevant Document (a "**Transaction Party**") to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA**") (or any voluntary agreement entered into with a taxing authority in relation thereto), **provided that** the Issuer (or an Administrator on its behalf) or the relevant Transaction Party, as applicable, certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (f) for the purpose of complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow the Bank of England's sterling monetary framework, that is, in a manner which would allow such Notes to be recognised as eligible collateral for the Bank of England's monetary policy and intra-day credit operations by the Bank of England either upon issue or at any or all times during the life of the Notes, provided that the Issuer certifies in writing to the Trustee that such modification is required solely for such purpose and has been drafted solely to such effect;
- (g) for the purpose of complying with any changes in the requirements of the UK Securitisation Regulation or the EU Securitisation Regulation (if such changes are adopted

by Paragon Bank plc in its sole discretion) after the Closing Date, **provided that** the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and

- (h) for the purposes of enabling the Issuer (or PML as Administrator on its behalf) to transfer (i) the Transaction Account from the Account Bank to Citibank, N.A., London Branch or Barclays Bank PLC; (ii) the PML Collection Account from the PML Collection Account Bank to HSBC Bank plc, or (iii) the PB Collection Account from the PB Collection Account Bank to HSBC Bank plc or Barclays Bank PLC **provided that** in each case the Issuer (or PML as Administrator on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 6.5.3 of the Administration Agreement have been satisfied;
- (i) for so long as Paragon Bank or its affiliates are the beneficial owner of all of the Notes and the Residual Certificates, for the purposes of agreeing to any amendments to the definition of Additional Mortgage Conditions from time to time proposed by Paragon Bank in its sole discretion;
- (j) (the certificate to be provided by the Issuer (or PML as Administrator on its behalf), the relevant Basis Hedge Provider or the relevant Transaction Party, as the case may be, pursuant to paragraphs (a) to (i) above being a "**Modification Certificate**"), **provided that:**
 - (A) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;
 - (B) the Modification Certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect; and
 - (C) the consent of each Secured Creditor (other than any Noteholder or Residual Certificateholder) which is party to the Relevant Document has been obtained,

and **provided further that:**

- (D) other than in the case of a modification pursuant to Residual Certificates Condition 13(a)(ii), Residual Certificates Condition 13(b) or Residual Certificates Condition 13(h), either:
 - (I) the Issuer (or PML as Administrator on its behalf) obtains from each of the Rating Agencies written confirmation (or certifies in the Modification Certificate that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); or
 - (II) the Issuer (or PML as Administrator on its behalf) certifies in the Modification Certificate that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent);
- (E) other than in the case of a modification pursuant to Residual Certificates Condition 13(b), Residual Certificates Condition 13(h) or Residual Certificates Condition 13(i):

- (I) the Issuer has provided at least 30 calendar days' notice to the Noteholders and Residual Certificateholders of each Class of the proposed modification or waiver in accordance with Condition 12 (*Notices*) and Residual Certificates Condition 11 (*Notices*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and the Residual Certificates; and
- (II) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, then outstanding have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within such notification period notifying the Principal Paying Agent or the Issuer that such Noteholders or Residual Certificateholders (as the case may be) do not consent to the modification.

If (other than in the case of a modification pursuant to Residual Certificates Condition 13(b), Residual Certificates Condition 13(h), Residual Certificates Condition 13(i) or Residual Certificates Condition 13(j)) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10 per cent. of the number of the Most Senior Class of Residual Certificates, have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes or Residual Certificates (as applicable) then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*) or Residual Certificates Condition 12 (*Meetings of Noteholders and Residual Certificateholders; Modifications; Consents; Waiver*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or Residual Certificateholder's holding of the Residual Certificates.

Other than where specifically provided in this Residual Certificates Condition 13 (*Additional Right of Modification*) or any Relevant Document, when implementing any modification or waiver pursuant to this Residual Certificates Condition 13 (*Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification or waiver would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Residual Certificateholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Residual Certificates Condition 13 (*Additional Right of Modification*) and shall not be liable to the Noteholders, Residual Certificateholders any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification or waiver is or may be materially prejudicial to the interests of any such person.

The Trustee shall not be obliged to agree to any modification or waiver which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Relevant Documents and/or Conditions and/or these Residual Certificates Conditions.

Any such modification or waiver shall be binding on all Noteholders and Residual Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

- (a) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
- (b) the Secured Creditors; and
- (c) the Noteholders in accordance with Condition 12 (*Notices*).

14. **Indemnification of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to realise the Security and to obtain repayment of the Notes or payment on the Residual Certificates unless indemnified and/or secured and/or prefunded to its satisfaction. For the avoidance of doubt, whenever the Trustee is bound, under the provisions of the Trust Deed, to act at the request or direction of the Noteholders and/or the Residual Certificateholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and/or any other party to the Relevant Documents without accounting for any profit resulting from such transactions. The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Administrators or any of their affiliates or by clearing organisations or their operators or by any person on behalf of the Trustee.

15. **Limitation of Liability of Trustee**

The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Administrators or any of their affiliates or by clearing organisations or their operators or by any person on behalf of the Trustee.

16. **Notifications and Other Matters to be Final**

Notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of the Residual Certificates, whether by the Issuer, the Administrator(s) or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Administrator(s), the Principal Paying Agent, the other Paying Agents (if any) and all Residual Certificateholders and (subject as aforesaid) no liability to the Issuer, the Administrator or the Residual Certificateholders shall attach to the Issuer, the Administrator(s) or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions.

17. **The Contracts (Rights of Third Parties) Act 1999**

The Residual Certificates confer no rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Residual Certificates, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. **Governing Law and Jurisdiction**

The Residual Certificates and all non-contractual obligations arising from or connected with the Residual Certificates are governed by, and shall be construed in accordance with, English law. The Issuer has agreed in the Trust Deed that the courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Residual Certificates (respectively, the "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts. In the Trust Deed, the Issuer has waived any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agreed not to claim that any such court is not a convenient or appropriate forum.

USE OF PROCEEDS

The gross proceeds from the issue of the Notes on the Closing Date will be £998,875,000. Certain expenses of the Issuer will be paid on behalf of or reimbursed to the Issuer by the Issue Services Provider as described in "*Key Structural Features – Other Structural Features – Issue Services Fee Letter*".

The net proceeds from the issue of the Notes, which will be approximately £998,425,000 (after payment of the sums paid by the Issue Services Provider to the Issuer in respect of such fees and certain other expenses on the Closing Date), will be applied towards payment to the Sellers of the purchase price for the Mortgages to be purchased pursuant to the Mortgage Sale Agreement on the Closing Date and creating the Class A and Class B Liquidity Reserve Fund, the General Reserve Fund, the Mortgage Margin Reserve Fund, the Mortgage MRF Discretionary Fund the Mortgage Conversion MRF Discretionary Fund and the MFA Pre-Funding Reserve on the Closing Date.

RATINGS

The classes of Notes are expected on issue to be assigned the following ratings:

class of Notes	Rating	
	Moody's	Fitch
Class A	Aaa	AAAsf
Class B	Aa1	AAsf
Class C	Aa2	A-sf
Class D	A2	B+sf
Class Z.....	Unrated	Unrated
Class S	Unrated	Unrated
Class S VFN.....	Unrated	Unrated
RC1a Residual Certificates	Unrated	Unrated
RC1b Residual Certificates	Unrated	Unrated
RC2a Residual Certificates	Unrated	Unrated
RC2b Residual Certificates	Unrated	Unrated

Certain risks relating to the ratings of the Notes are described in "*Risk Factors – The Issuer's ability to meet its obligations under the Notes*" above. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

For more information as to what the ratings assigned by Fitch represent, please see <https://www.fitchratings.com/site/definitions> (such website and the contents thereof do not form part of this Prospectus, and have not been scrutinised or approved by the FCA).

For more information as to what the ratings assigned by Moody's represent, please see https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_79004 (such website and the contents thereof do not form part of this Prospectus, and have not been scrutinised or approved by the FCA).

ESTIMATED AVERAGE LIVES OF THE NOTES

For the purposes of this section of this Prospectus, the average life of the Notes refers to the average amount of time that will elapse from the date of issuance of the Notes to the date of distribution to the relevant Noteholder of amounts distributed in net reduction of principal of such Notes (assuming no losses).

The average lives of the Notes cannot be predicted with any certainty, as the actual rate of redemption and prepayments under the Mortgages and a number of other relevant factors are unknown.

Calculations of the estimated average lives of the Notes can be made based on a model using certain assumptions. For example, the following tables were prepared based on the characteristics of the Mortgages in the Provisional Mortgage Pool to be purchased by the Issuer and the following additional modelling assumptions:

- (a) the portfolio of £918,647,678.64 mortgages to be purchased by the Issuer consists of Mortgages acquired on the Closing Date, having the characteristics defined in a combined loan by loan list of the Provisional Mortgage Pool and those not included in the Provisional Mortgage Pool;
- (b) the Issuer exercises its rights to redeem the Notes on the Interest Payment Date on which the aggregate Principal Liability Outstanding of all of the Notes is less than 10 per cent. of the aggregate of the Initial Principal Amount of the Notes;
- (c) in addition to the Scheduled payments derived from the Mortgages detailed in paragraph (a) above, the Mortgages are subject to prepayments at annualised rates expressed as a percentage of the Current Balance of the Mortgages ("CPR") indicated in the relevant column headings in the table below;
- (d) there are no enforcements after the Closing Date;
- (e) there are no Further Advances or conversions in respect of the Mortgages;
- (f) the Mortgages continue to be fully performing;
- (g) no principal deficiency arises;
- (h) The balance of the Class A and Class B Liquidity Reserve Fund is at the Class A and Class B Liquidity Reserve Fund Required Amount on the Step-Up Date;
- (i) The balance of the General Reserve Fund is at the General Reserve Fund Required Amount on the Step-Up Date;
- (j) the portfolio composition of Mortgage characteristics remains the same throughout the life of the Notes;
- (k) the Notes will be redeemed in accordance with the Conditions;
- (l) the benchmark interest rates remain flat at the following value: SONIA at 4.93 per cent. and SVR rate at 8.85 per cent.;
- (m) the day count for interest accrual on all classes of bonds is ACT/365 and the day count for interest accrual on the Provisional Mortgage Pool is 30/360;
- (n) the Provisional Pool Date was 31 May 2023;
- (o) the Closing Date is 20 October 2023;
- (p) the ratios of the Initial Principal Amount of each class of notes to the aggregate Initial Principal Amount of the Notes is the following: Class A: 83.00 per cent., Class B: 3.75 per cent., Class C: 3.25 per cent., Class D: 5.00 per cent. and Class Z: 5.00 per cent.;
- (q) payments on the Notes are received on the 15th day (without regard to whether such day is a Business Day) of March, June, September and December in each year, with the first Interest Payment Date falling on 15 December 2023;

- (r) all Available Principal will be used to purchase Additional Mortgages during the Further Sale Period, which is assumed to end immediately after the Step-Up Date;
- (s) the Additional Mortgages acquired during the Further Sale Period have the same characteristics as the Mortgages in the Closing Date Mortgage Portfolio (in particular the principal amortisation profile and interest rate profile of the Mortgage Portfolio remains as specified as at the Closing Date and is not affected by Additional Mortgages);
- (t) items (b), (d) and (k) of the definition of Available Revenue and item (c) of the definition of Available Principal are considered to be zero;
- (u) items (xvii) and (xviii) of Revenue Priority of Payments and item (iii) of the Principal Priority of Payments are considered to be zero; and
- (v) the fees in respect of the Mortgage Portfolio are equal to the sum of (A) variable fees equal to 0.25 per cent. per annum of the aggregate outstanding Current Balance of the Mortgage Loans as of the first day of the relevant Collection Period, calculated on the basis of the number of days elapsed in that Collection Period divided by 365 and (B) fixed fees of £62,000 per annum (distributed equally through time).

The average annualised repayment, redemption and prepayment rates on the Mortgages referred to in assumption (c) above may substantially vary from one interest period to another. The average annualised repayment, redemption and prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for such Mortgages.

Assumptions (b), (d) to (m) and (r) and (s) above relate to circumstances which are not predictable.

The actual characteristics and performance of the Mortgages are likely to differ from the assumptions used in constructing the tables set forth below, which are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under varying prepayment scenarios. For example, it is not expected that the Mortgages will prepay at a constant rate until maturity, that all of the Mortgages will prepay at the same rate or that there will be no defaults or delinquencies on the Mortgages. Any difference between such assumptions and the actual characteristics and performance of the Mortgages will cause the weighted average life of the Notes to differ (which difference could be material) from the corresponding information in the tables for each indicated percentage of CPR.

The yield to maturity of the Notes of each class will depend on, among other things, the amount and timing of payment of principal (including prepayments, redemptions before the end of the mortgage term, sale proceeds arising on enforcement of a Mortgage and repurchases of Mortgages due to, among other things, breaches of any of the warranties given by the Sellers under the Mortgage Sale Agreement) on the Mortgages and the price paid by the holders of the Notes. Such yield may be adversely affected by a higher or lower than anticipated rate of prepayments on the Mortgages.

Redemptions before the end of a mortgage term may be as a result of a Borrower voluntarily refinancing or selling the relevant property or as a result of enforcement proceedings under the relevant Mortgage, as well as the receipt of proceeds from buildings insurance and life insurance policies (where relevant). In addition, repurchases of Mortgages required to be made under the Mortgage Sale Agreement will have the same effect as early redemption of such Mortgages.

Subject to the foregoing discussions and assumptions, the following tables indicate the estimated average lives of the Notes calculated on the basis indicated above:

Estimated average life of the Notes in years assuming call option exercised in December 2028							
Class	0% CPR	5% CPR	10% CPR	15% CPR	20% CPR	25% CPR	30% CPR
A Notes.....	5.16	5.16	5.16	5.16	5.16	5.16	5.16
B Notes.....	5.16	5.16	5.16	5.16	5.16	5.16	5.16
C Notes.....	5.16	5.16	5.16	5.16	5.16	5.16	5.16
D Notes.....	5.16	5.16	5.16	5.16	5.16	5.16	5.16
Z Notes.....	5.16	5.16	5.16	5.16	5.16	5.16	5.16

Estimated average life of the Notes in years assuming call option not exercised in December 2028 but clean-up call exercised

Class	0% CPR	5% CPR	10% CPR	15% CPR	20% CPR	25% CPR	30% CPR
A Notes.....	14.20	10.69	9.03	8.09	7.48	7.07	6.77
B Notes.....	19.67	15.55	13.23	11.63	10.51	9.68	9.01
C Notes.....	19.97	15.91	13.57	11.99	10.82	9.98	9.29
D Notes.....	20.31	16.32	13.90	12.34	11.13	10.31	9.60
Z Notes.....	20.42	16.41	13.92	12.41	11.16	10.41	9.66

The average lives of the Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the above assumptions and estimates will prove in any way to be realistic and the above estimated average lives must therefore be viewed with caution. In addition, a number of factors may be relevant to the Portfolio Option Holder's decision whether or not to exercise the Portfolio Option at the relevant time which will, in turn, have an effect on the average lives of the Notes.

EARLY REDEMPTION OF THE NOTES

The Portfolio may be sold by the Issuer pursuant to the Deed Poll.

Portfolio Option

The Portfolio Option Holder may, by giving written notice to the Issuer at any time after the Portfolio Option Commencement Date, (such notice to be given not more than 90 days nor less than 45 days prior to the immediately succeeding Interest Payment Date), purchase or procure that a Third Party Purchaser purchases all (but not part) of the Mortgages on the immediately succeeding Interest Payment Date.

For the avoidance of doubt, pursuant to the definition of Portfolio Option Holder, where the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Registered Residual Certificates) 50 per cent. or more in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in 50 per cent. or more in number of the RC2 Residual Certificates, the Portfolio Option is not exercisable by any party and the Notes may only be redeemed in accordance with Conditions 5(a) to (d).

The Portfolio Option Holder will exercise the Portfolio Option in accordance with the terms of the Deed Poll. Neither the Sellers, any Legal Title Holder or any Paragon Banking Group Company will provide any representations or warranties in relation to those Mortgages. The Issuer will provide limited representations in relation to its title to the Mortgages.

In connection with the exercise of the Portfolio Option, the Portfolio Option Holder or the Third Party Purchaser (as applicable) will agree with the Issuer to either (i) deposit an amount equal to the Portfolio Option Purchase Price in either an escrow account in the name of the purchaser or in any other account (including the Transaction Account) as may be agreed between the Issuer and the Portfolio Option Holder or (as applicable) the Third Party Purchaser or (ii) provide irrevocable payment instructions for an amount equal to the Portfolio Option Purchase Price, **provided that** such deposit shall be made or irrevocable payment instructions shall be given by no later than (x) four Business Days prior to the Target Portfolio Purchase Completion Date or (y) such other date as the Issuer, at its sole discretion and the Portfolio Option Holder or (as applicable) the Third Party Purchaser may agree, **provided further that** the Portfolio Option Purchase Price or, as applicable, irrevocable payment instructions must be received by the Issuer in sufficient time to enable the Issuer to fully repay the Notes and any accrued interest pursuant to Condition 5(e) (*Mandatory Redemption in full pursuant to a Portfolio Purchase*).

The exercise of the Portfolio Option will also be subject to the following conditions:

- (a) either (i) each of the purchasers of the legal and beneficial title in the Mortgages is resident for tax purposes in the United Kingdom, or (ii) each of the Issuer, the Legal Title Holders and the Sellers, having received tax advice (such advice to be obtained prior to the execution of any binding agreement in relation to the transfer of the Mortgages) from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it (acting reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs), is satisfied that sale of legal and beneficial title in the relevant Mortgages will not expose the Issuer, the Legal Title Holders or the Sellers to a risk of loss in consequence of United Kingdom income tax being required to be withheld from amounts paid in respect of the Mortgages;
- (b) either (i) the purchaser of the legal title to the Mortgages has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of the FCA) required to administer mortgage loans such as the Mortgages (the "**Relevant Authorisations**") or (ii) the purchaser of the beneficial interest in the Mortgages has appointed a servicer who has the Relevant Authorisations; and
- (c) the purchaser of the beneficial interest in the Mortgages shall not be permitted to transfer the beneficial interest in the Mortgages to any further purchaser until the transfer of the legal title to the Mortgages in favour of the purchaser of legal title to the Mortgages is perfected unless such transfer of beneficial interest is made to an entity which is within charge to UK Corporation tax.

The tax advice referred to in (a) above shall be obtained at the cost of the Portfolio Option Holder.

In connection with the exercise of the Portfolio Option, the beneficial title to the Mortgages will be transferred on the Target Portfolio Purchase Completion Date. However, the perfection of the transfer of the legal title to the Mortgages and the giving of notices of such transfer to the Borrowers may take place promptly after the Target Portfolio Purchase Completion Date.

In this Prospectus:

"Deed Poll" means the deed poll dated on or about the Closing Date, executed by the Issuer, in favour of the Portfolio Option Holder from time to time.

"Portfolio Option" means the option granted to the Portfolio Option Holder pursuant to the Deed Poll to require the Issuer to (x) sell beneficial interest in the Mortgages in the Mortgage Portfolio, and (y) sell legal title or, if, at the time the option is exercised, the Issuer does not hold legal title to the Mortgages in the Mortgage Portfolio, procure that the Legal Title Holders sell legal title in the Mortgages in the Mortgage Portfolio, to the Portfolio Option Holder or a Third Party Purchaser, or (in case of legal title) a nominee of either of them.

"Portfolio Option Commencement Date" means the Interest Payment Date falling in September 2028.

"Portfolio Option Holder" means, a person other than a Paragon Banking Group Company (a) (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) the person who holds greater than 50 per cent. of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the Residual Certificateholder who holds the beneficial interest in more than 50 per cent. of the RC2 Residual Certificates or (b) where (i) no person holds greater than 50 per cent. of the RC2 Residual Certificates or, as applicable, beneficial interest in more than 50 per cent. of the RC2 Residual Certificates and (ii) the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) less than 50 per cent. in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in less than 50 per cent. in number of the RC2 Residual Certificates, the person who holds the greatest number of the RC2 Residual Certificates or, as applicable, the beneficial interest in the greatest number of the RC2 Residual Certificates.

For the avoidance of doubt, where the Paragon Banking Group Companies hold (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) 50 per cent. or more in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in 50 per cent. or more in number of the RC2 Residual Certificates, the Portfolio Option shall not be exercisable by any party.

"Portfolio Purchase" means a purchase of the Mortgages by either the Portfolio Option Holder or the Third Party Purchaser pursuant to the exercise of the Portfolio Option.

"Target Portfolio Purchase Completion Date" means the date identified as the date on which the Portfolio Purchase is expected to be completed pursuant to the terms of the Deed Poll, which, for the avoidance of doubt shall be an Interest Payment Date following the Portfolio Option Commencement Date.

"Third Party Purchaser" means a third party purchaser of the beneficial and/or legal title to the Mortgages as nominated by the Portfolio Option Holder.

"Portfolio Option Purchase Price" means the purchase price payable by the Portfolio Option Holder or the Third Party Purchaser, as applicable, in respect of the Portfolio Purchase shall be an amount equal to the greater of:

- (a) the aggregate Current Balance of the Mortgages, plus any accrued interest to the purchase date, (less any provisions in respect thereof) comprising the Mortgage Portfolio determined as at the Principal Determination Date immediately preceding the Target Portfolio Purchase Completion Date; and
- (b) an amount equal to:
 - (i) the amount required by the Issuer to pay in full all amounts payable under items (i) to (iv), (vi), (ix), (xi), (xvi), (xviii) and (xx) of the Revenue Priority of Payments and items (i) to (iii) and (vi) (other than any principal repayment in respect of the Class S Notes and the

Class S VFN) of the Principal Priority of Payments, in each case on the immediately following Interest Payment Date,

less

- (ii) any Available Revenue and Available Principal otherwise available to the Issuer, (x) excluding any amounts standing to the credit of (A) the Class A and Class B Liquidity Reserve Fund and (B) the General Reserve Fund (other than, in each case, (to the extent there is a debit on the Principal Deficiency Ledger) the amount of the Class A and Class B Liquidity Reserve Fund and the General Reserve Fund that is required to be applied as Available Principal on the Target Portfolio Purchase Completion Date to cure any debit on the Principal Deficiency Ledger) and (y) determining Available Revenue and Available Principal without the crediting of any Available Revenue to (A) the Principal Deficiency Ledger (to reduce any balance in respect thereof) or (B) the Principal Ledger in respect of any Available Redemption Funds; and

- (c) zero,

in each case, plus (i) the Issuer's costs and expenses associated with transferring its interests in any Mortgage to the Portfolio Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Target Portfolio Purchase Completion Date.

Prospective investors should note that paragraph (b) of the definition of the Portfolio Optional Purchase Price does not include payment of principal and/or interest on the Class S Notes and the Class S VFN. Redemption of the Class S Notes and the Class S VFN in such a scenario will be subject to the availability of (i) funds standing to the credit of the Class A and Class B Liquidity Reserve Fund and the General Reserve Fund at such time (following the application of such funds to cure any debit on the Principal Deficiency Ledger) and (ii) any Available Revenue remaining to the credit of the Revenue Ledger on such Target Portfolio Purchase Completion Date following repayment in full of items (i) to (iv), (vi), (ix), (xi), (xvi), (xviii) and (xx) of the Revenue Priority of Payments.

THE ISSUER

The Issuer was incorporated in England and Wales on 17 July 2023 (registered number 15005950; LEI: 213800TFGNBVXRJ79N05) and is a public limited company under the Companies Act 2006 (as amended). The registered office of the Issuer is at 51 Homer Road, Solihull, West Midlands, B91 3QJ. The telephone number of the Issuer's registered office is +44(0)1217122323.

The issued share capital of the Issuer comprises 50,000 ordinary shares of £1, 49,999 shares of which are partly paid to £0.25 each, 1 of which is fully paid and all of which are beneficially owned by Holdings (see the section entitled "*Holdings*" below).

The Issuer was established as a special purpose vehicle for the purposes of issuing asset backed securities. The Issuer has no subsidiaries. The Sellers do not own directly or indirectly any of the share capital of Holdings or the Issuer.

The Issuer has not engaged, since its incorporation, in any material activities nor commenced operations (other than those incidental to its registration as a public limited company under the Companies Act 2006 (as amended) and to the proposed issue of the Notes and Residual Certificates and the authorisation of the other Relevant Documents referred to in this Prospectus to which it is or will be a party, and other matters which are incidental or ancillary to the foregoing). The Issuer has no loan capital, borrowings or material contingent liabilities (including guarantees) as at the date of this Prospectus. The Issuer has no employees.

The accounting reference date of the Issuer is 30 September. The first accounting reference period of the Issuer will be the period beginning on its date of incorporation and ending on 30 September 2024.

Since the date of incorporation of the Issuer, while the Issuer has not commenced operations, no statutory or non-statutory accounts within the meaning of sections 434 and 435 of the Companies Act 2006 (as amended) in respect of any financial year of the Issuer have been prepared.

Pursuant to the Administration Agreement and a letter agreement from the Issuer to PML (in such capacity, the "**Paragon Corporate Services Provider**") to be dated the Closing Date (the "**Paragon Corporate Services Letter**"), PML will, unless and until certain events occur, agree to provide certain administrative, accounting and tax services and such additional services as required to the Issuer. The Issuer will agree to pay the Paragon Corporate Services Provider, for the provision of the services provided pursuant to the Paragon Corporate Services Letter, a fee payable in arrear on or after the first Business Day after each Interest Payment Date and calculated on the basis of an apportionment, according to the average gross value of Mortgages under management during the relevant period, of the direct costs incurred by the Paragon Corporate Services Provider in respect of those services, together with the central service and utility costs borne by the Paragon Corporate Services Provider and together with such further amount as may from time to time be agreed between the Paragon Corporate Services Provider and the Issuer, subject to a maximum quarterly fee equal to £5,000 in respect of each Interest Period. Amounts owing to the Paragon Corporate Services Provider under the Paragon Corporate Services Letter will be subordinated in the manner described in the section entitled "*Cashflows and Cash Management*" above.

Under the corporate services agreement between the Share Trustee, Holdings, the Issuer, the Sellers and the Intertrust Corporate Services Provider to be dated the Closing Date (the "**Intertrust Corporate Services Agreement**"), Intertrust Management Limited as Intertrust Corporate Services Provider, will provide to the Issuer certain directors and other corporate services not provided by the Paragon Corporate Services Provider in consideration for the payment by the Issuer of an annual fee to the Intertrust Corporate Services Provider. The registered address of the Intertrust Corporate Services Provider is 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX.

The Issuer has its "centre of main interests" in the United Kingdom and will be subject to the insolvency laws of England and Wales.

Directors and secretary

The following table sets out the directors of the Issuer and their respective business addresses and occupations.

<u>Name</u>	<u>Business address</u>	<u>Business Occupation</u>
James Paul Giles	51 Homer Road, Solihull, West Midlands, B91 3QJ	Head of Structured Finance
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
Intertrust Directors 1 Limited	1 Bartholomew Lane, London, EC2N 2AX	Corporate Director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London, EC2N 2AX	Corporate Director

The directors of Intertrust Directors 1 Limited and their principal activities are as follows:

<u>Name</u>	<u>Business address</u>	<u>Principal activities/business occupation</u>
Wenda Margaretha Adriaanse	1 Bartholomew Lane, London, EC2N 2AX	Director
Ian Hancock	1 Bartholomew Lane, London, EC2N 2AX	Director
Alasdair James Watson	1 Bartholomew Lane, London, EC2N 2AX	Director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX	Director
Jacqueline Sarpong	1 Bartholomew Lane, London, EC2N 2AX	Director
Oskari Tammenmaa	1 Bartholomew Lane, London, EC2N 2AX	Director
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
John Paul Nowacki	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Debra Amy Parsall	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Aline Sternberg	1 Bartholomew Lane, London, EC2N 2AX	Company Director

The directors of Intertrust Directors 2 Limited and their principal activities are as follows:

<u>Name</u>	<u>Business address</u>	<u>Principal activities/business occupation</u>
Wenda Margaretha Adriaanse	1 Bartholomew Lane, London, EC2N 2AX	Director
Ian Hancock	1 Bartholomew Lane, London, EC2N 2AX	Director
Alasdair James Watson	1 Bartholomew Lane, London, EC2N 2AX	Director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX	Director
Jacqueline Sarpong	1 Bartholomew Lane, London, EC2N 2AX	Director
Oskari Tammenmaa	1 Bartholomew Lane, London, EC2N 2AX	Director

Name	Business address	Principal activities/business occupation
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
John Paul Nowacki	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Debra Amy Parsall	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Aline Sternberg	1 Bartholomew Lane, London, EC2N 2AX	Company Director

The company secretary of the Issuer is Ciara Madeleine Murphy whose principal office is at 51 Homer Road, Solihull, West Midlands, B91 3QJ.

HOLDINGS

Holdings was incorporated in England and Wales on 14 July 2023 (registered number 15004077) as a private limited company under the Companies Act 2006 (as amended). The registered office of Holdings is at 51 Homer Road, Solihull, West Midlands, B91 3QJ. The telephone number of Holdings' registered office is +44(0)1217122323.

The issued share capital of Holdings comprises one ordinary share of £1.

The entire beneficial interest in the share of Holdings is beneficially owned by Intertrust Corporate Services Limited (the "**Share Trustee**") by way of a discretionary trust.

Holdings holds the entire beneficial interest in the issued share capital of the Issuer.

The Sellers do not own directly or indirectly any of the share capital of Holdings, neither of the Sellers nor any company connected with the Sellers can direct the Share Trustee, and none of such companies has any control, direct or indirect, over Holdings or the Issuer.

Holdings has not engaged in any other activities since its incorporation. Holdings has no employees.

Directors

The directors of Holdings and their respective business addresses and occupations are:

<u>Name</u>	<u>Business Address</u>	<u>Business Occupation</u>
James Paul Giles	51 Homer Road, Solihull, West Midlands, B91 3QJ	Head of Structured Finance
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
Intertrust Directors 1 Limited	1 Bartholomew Lane, London, EC2N 2AX	Corporate Director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London, EC2N 2AX	Corporate Director

The directors of Intertrust Directors 1 Limited and their respective occupations are:

<u>Name</u>	<u>Business address</u>	<u>Principal activities/business occupation</u>
Wenda Margaretha Adriaanse	1 Bartholomew Lane, London, EC2N 2AX	Director
Ian Hancock	1 Bartholomew Lane, London, EC2N 2AX	Director
Alasdair James Watson	1 Bartholomew Lane, London, EC2N 2AX	Director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX	Director
Jacqueline Sarpong	1 Bartholomew Lane, London, EC2N 2AX	Director
Oskari Tammenmaa	1 Bartholomew Lane, London, EC2N 2AX	Director
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
John Paul Nowacki	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Debra Amy Parsall	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Aline Sternberg	1 Bartholomew Lane, London, EC2N 2AX	Company Director

The directors of Intertrust Directors 2 Limited and their principal activities are as follows:

Name	Business address	Principal activities/business occupation
Wenda Margaretha Adriaanse	1 Bartholomew Lane, London, EC2N 2AX	Director
Ian Hancock	1 Bartholomew Lane, London, EC2N 2AX	Director
Alasdair James Watson	1 Bartholomew Lane, London, EC2N 2AX	Director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX	Director
Jacqueline Sarpong	1 Bartholomew Lane, London, EC2N 2AX	Director
Oskari Tammenmaa	1 Bartholomew Lane, London, EC2N 2AX	Director
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX	Director
John Paul Nowacki	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Debra Amy Parsall	1 Bartholomew Lane, London, EC2N 2AX	Company Director
Aline Sternberg	1 Bartholomew Lane, London, EC2N 2AX	Company Director

The company secretary of Holdings is Ciara Madeleine Murphy, whose business address is 51 Homer Road, Solihull, West Midlands, B91 3QJ.

The accounting reference date of Holdings is 30 September. The first accounting reference period of Holdings will be the period beginning on its date of incorporation and ending on 30 September 2024.

THE SELLERS AND LEGAL TITLE HOLDERS

Paragon Mortgages (2010) Limited

PML was incorporated in England (registered number 6595834) as a private limited company under the Companies Act 2006 on 19 May 2008 as Paragon Mortgages (No. 30) Limited and changed its name on 22 March 2010 to Paragon Mortgages (2010) Limited. The registered office of PML is at 51 Homer Road, Solihull, West Midlands, B91 3QJ and its telephone number is 0121 712 2323. PML is a direct subsidiary of Paragon Bank PLC, whose registered office is 51 Homer Road, Solihull, West Midlands, B91 3QJ.

The principal objects of PML are set out in clause 3 of its Memorandum of Association and include investing in and/or acquiring mortgage loans and other similar investments, borrowing or raising money in such manner as PML shall think fit and securing the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of PML's property or assets. PML has agreed in the Relevant Documents to observe certain restrictions on its business activities.

PML is a special purpose vehicle for originating mortgages.

PML is not authorised by the FCA in respect of consumer credit activities: to the extent that any credit agreements would be considered regulated credit agreements under the FSMA, PML is exempt from the requirement to hold permission to exercise, or to have the rights to exercise, a lender's rights and duties under a regulated credit agreement under Article 60B(2) of the Regulated Activities Order as it has delegated to PFPLC its rights and duties under the credit agreements pursuant to Article 60I of the Regulated Activities Order. PML is registered under the Data Protection Act 1998 as a data controller.

Paragon Bank PLC

Paragon Bank PLC is a public limited company incorporated under the laws of England, registered number 5390593 and is a wholly owned direct subsidiary of PBG. The registered office of Paragon Bank is 51 Homer Road, Solihull, West Midlands, B91 3QJ. Paragon Bank was incorporated on 12 March 2005 as Paragon Mortgages (No. 24) PLC and on 31 January 2014 changed its name to Paragon Bank PLC. Paragon Bank's principal activities are the taking of retail deposits and the provision of finance, principally the origination of buy to let mortgages, regulated mortgage contracts and regulated credit agreements.

Paragon Bank is authorised by the PRA and regulated by the PRA and FCA. Paragon Bank is authorised in respect of, *inter alia*, deposit taking, consumer credit activities and regulated mortgages activities. Paragon Bank is registered under the Data Protection Act 1988 as a data controller.

HEDGING ARRANGEMENTS

Interest rate basis hedging arrangements

On the Closing Date, the Issuer will have entered into hedging arrangements under the Initial Basis Hedge Agreements which satisfy the applicable criteria of the Rating Agencies on the Closing Date to hedge against the possible variance between the fixed interest rate due and payable by the Borrower on the Fixed Rate Mortgages and the interest payable in respect of the Notes which are acquired by it on the Closing Date. The Issuer may also enter into hedging arrangements under Basis Hedge Agreements which satisfy the applicable criteria of the Rating Agencies to hedge any Additional Mortgages which are Fixed Rate Mortgages which may be acquired by the Issuer in accordance with the terms of the Mortgage Sale Agreement on any date up to the Further Sale Period End Date and to hedge fixed rate Interest Rate Conversions. The Initial Basis Hedge Providers will provide collateral where exposures to the Issuer are greater than a certain threshold in accordance with the relevant Basis Hedge Agreements.

If the aggregate principal amount received from borrowers in respect of Mortgages which are Fixed Rate Mortgages upon early redemption, enforcement or sale of such Mortgages (whether in full or in part) during any Collection Period is equal to or greater than £15,000,000, then the Administrators shall, as far as it is able to do so, on behalf of the Issuer, (a) exercise the right of the Issuer to terminate in full or in part one or more swap or other hedging transactions entered into by the Issuer with the Basis Hedge Providers, **provided that** the Administrators shall not exercise such right, if: (i) as a result of such termination, a termination payment shall be payable by the Issuer to any Basis Hedge Provider on any Interest Payment Date; and (ii) on such Interest Payment Date, the Issuer would not have sufficient funds available to it to pay in full any amount under items (i) to (xi) (inclusive) of the Revenue Priority of Payments, (b) execute such additional swap or other hedging transactions required to offset the fixed rate interest risk arising from the redemption of such Mortgages as may be agreed with the relevant Basis Hedge Provider or (c) with the consent of the relevant Basis Hedge Provider, arrange for the sale or transfer of such swap or other hedging transactions to another Paragon Banking Group Company.

Following the Closing Date, hedging arrangements may be provided by any Permitted Basis Hedge Provider provided that the conditions thereto specified in "*Key Structural Features – Basis Hedge Agreements*" have been met.

Under each hedging transaction entered into under each Basis Hedge Agreement, on each Interest Payment Date the Issuer will pay to the relevant Basis Hedge Provider at a fixed rate, and the relevant Basis Hedge Provider will pay to the Issuer at a floating rate, amounts which are calculated by reference to the notional balance for the relevant hedging transaction for the related calculation period thereunder. Notwithstanding the foregoing, (i) in the event the floating rate as calculated under any hedging transaction is negative for any related calculation period such that the amount due and payable by the relevant Basis Hedge Provider to the Issuer on such Interest Payment Date would be a negative sum, (a) the Issuer shall instead pay to the relevant Basis Hedge Provider the absolute value of such floating amount and (b) the relevant Basis Hedge Provider shall not pay the Issuer any sum in respect of such floating amount and/or (ii) in the event the fixed rate under any hedging transaction is negative such that the amount due and payable by the Issuer to the relevant Basis Hedge Provider on an Interest Payment Date would be a negative sum, (a) the relevant Basis Hedge Provider shall instead pay to the Issuer the absolute value of such fixed amount and (b) the Issuer shall not pay the relevant Basis Hedge Provider any sum in respect of such fixed amount.

After payment of, or allocation of amounts to all items ranking prior to item (xxv) in the Revenue Priority of Payments set out in "*Cashflows and Cash Management – Revenue Priority of Payments*" above, the Issuer may reserve funds on a Principal Determination Date to enable it to purchase other hedging arrangements (and related guarantees) in the succeeding Interest Period.

Ratings of Basis Hedge Providers and transfer of Basis Hedge Agreements

Under each of the Basis Hedge Agreements, in the event that the relevant ratings of the relevant Basis Hedge Provider, or its respective guarantor, as applicable, is or are, as applicable, downgraded by a Rating Agency below the relevant ratings specified (in accordance with the criteria of Fitch and Moody's) in the relevant Basis Hedge Agreement and (in some cases) as a result of such downgrade the then current ratings of the class of Rated Notes relating to the relevant Basis Hedge Agreement, would or may, as applicable, be adversely affected, then the relevant Basis Hedge Provider will, in accordance with the relevant Basis Hedge Agreement, be required to take certain remedial measures which may include (each in accordance with the criteria of Fitch and Moody's set out therein): (i) providing collateral for its obligations under the

relevant Basis Hedge Agreement, (ii) arranging for its obligations under the relevant Basis Hedge Agreement to be transferred to an entity with ratings required by the relevant Rating Agency as specified in the relevant Basis Hedge Agreement, (iii) procuring another entity, with ratings required by the relevant Rating Agency as specified in the relevant Basis Hedge Agreement, to become co-obligor or guarantor in respect of its obligations under the relevant Basis Hedge Agreement, or (iv) taking such other action as it may agree with the relevant Rating Agency. If, at any time, the rating of a Basis Hedge Provider falls below a rating level specified in the relevant Basis Hedge Agreement, the remedial measures available to a Basis Hedge Provider may be more limited. If a Basis Hedge Provider fails to take one of the actions described above within the specified period referred to in the relevant Basis Hedge Agreement, then the Issuer will be entitled to terminate that Basis Hedge Agreement.

Where a Basis Hedge Provider provides collateral in accordance with the terms of any Basis Hedge Agreement, such collateral ("**Hedge Collateral**") will, upon receipt by the Issuer, be credited to the Hedge Collateral Ledger (created to record such amounts) and be held in hedge collateral accounts (the "**Hedge Collateral Accounts**") in the name of the Issuer on behalf of the relevant Basis Hedge Provider, provided by (other than in the case of Hedge Collateral comprising securities) the Account Bank pursuant to the Account Bank Agreement or in hedge collateral investments in the name of the Issuer on behalf of the relevant Basis Hedge Provider in accordance with the terms of the relevant Basis Hedge Agreement. Where any Basis Hedge Provider provides Hedge Collateral comprising securities, such Hedge Collateral will, upon receipt by the Issuer, be credited to a hedge collateral custody account established by the Issuer with Citibank, N.A., London Branch, or with such other suitably rated counterparty in its capacity as a hedge collateral custodian (each a "**Hedge Collateral Custodian**"), pursuant to the hedge collateral custody agreement entered into on or about the Closing Date between, *inter alios*, Citibank, N.A., London Branch as a Hedge Collateral Custodian and the Issuer, or pursuant to such other hedge collateral custody agreement as may be entered into between a Hedge Collateral Custodian and the Issuer from time to time (each a "**Hedge Collateral Custody Agreement**"), which in each case governs the operation of the relevant hedge collateral custody account. Any Hedge Collateral provided by a Basis Hedge Provider will not form part of the amounts to be applied under the Revenue Priority of Payments, Principal Priority of Payments or Enforcement Priority of Payments except to the extent that such Hedge Collateral has been applied in or towards the satisfaction of amounts due to the relevant Basis Hedge Provider by the Issuer in accordance with the terms under which the Hedge Collateral was provided and only to the extent that such Hedge Collateral is not to be applied by the Issuer in the purchase of one or more replacement hedging transactions.

Any Basis Hedge Provider may, at its own expense and in accordance with the terms of the relevant Basis Hedge Agreement, transfer its obligations in respect of any Basis Hedge Agreement to another entity.

Termination payments upon early termination of hedging arrangements

Under the terms of the Administration Agreement the Issuer may be required to terminate all or part of any swap or other hedging arrangement entered into with the Basis Hedge Providers due to the early redemption, enforcement or sale of Fixed Rate Mortgages prior to the redemption of the Notes. Furthermore, termination of any swap or other hedging arrangement (including any Basis Hedge Agreement) may occur independently of an Event of Default under the Notes.

A Basis Hedge Agreement may be terminated by the relevant Basis Hedge Provider in circumstances including where the Issuer is in default by reason of failure by the Issuer to make payments, where it becomes illegal for a Basis Hedge Provider to perform its obligations under the relevant Basis Hedge Agreement, where irrevocable notice has been given that all classes of Notes will be redeemed in accordance with Condition 5 of the Notes, where the priorities of payments are amended without the relevant Basis Hedge Provider's consent, any of the Relevant Documents are amended without the relevant Basis Hedge Provider's prior consent if such amendment would have the effect that the relevant Basis Hedge Provider could reasonably expect to pay more or receive less by way of termination payment if it were to replace itself in any or all of the transactions under the relevant Basis Hedge Agreement than it would otherwise have expected to pay or receive in such circumstances immediately prior to such amendment (as a direct result of such amendment), any of the Relevant Documents have become wholly void or unenforceable and such unenforceability is materially prejudicial to the relevant Basis Hedge Provider, if the relevant Basis Hedge Agreement is not amended or modified to meet new UK EMIR or EU EMIR requirements or recommendations, where a Withholding Compensation Amount is due to the relevant Basis Hedge Provider and there is any shortfall in the amount actually received, and where certain insolvency-related or corporate reorganisation events affect the Issuer and in the event that proceedings are taken against the Issuer by the Trustee to enforce payment of the Notes.

A Basis Hedge Agreement may be terminated by the Issuer in circumstances including where the relevant Basis Hedge Provider is in default by reason of failure by the relevant Basis Hedge Provider to make payments, where it becomes illegal for the Issuer to perform its obligations under the relevant Basis Hedge Agreement, following the failure by the relevant Basis Hedge Provider to comply with the requirements of the ratings downgrade provisions set out in the relevant Basis Hedge Agreement, where the relevant Basis Hedge Provider is otherwise in breach of the relevant Basis Hedge Agreement or has/have made a misrepresentation and where certain insolvency-related or corporate reorganisation events affect the Basis Hedge Provider.

Any termination of a Basis Hedge Agreement (whether in full or in part) may give rise to a termination payment due either to or from the Issuer. Any such payment due from the Issuer to the relevant Basis Hedge Provider will rank in order of priority as described in the section entitled "*Cashflows and Cash Management*", as applicable, and for the purposes of the relevant priority of payments "**Hedge Provider Subordinated Amounts**" means in relation to a Basis Hedge Agreement the amount, if any, due to the relevant Basis Hedge Provider on that Interest Payment Date pursuant to Section 6(e) of the relevant Basis Hedge Agreement (but only to the extent that such amount cannot be satisfied by the application of Hedge Collateral) in connection with a termination of that Basis Hedge Agreement where such termination has arisen as a result of an Event of Default under the relevant Basis Hedge Agreement where that Basis Hedge Provider is the Defaulting Party or as a result of an Additional Termination Event under the relevant Basis Hedge Agreement which results from a downgrade by one or more Rating Agencies of that Basis Hedge Provider and the failure by that Basis Hedge Provider to take one or more of the actions specified in the relevant Basis Hedge Agreement (and for these purposes Event of Default, Defaulting Party and such Additional Termination Events have the meanings indicated in that Basis Hedge Agreement).

Where the Issuer enters into a further hedge agreement to replace all or part of any Basis Hedge Agreement which terminates early, the Issuer shall upon receipt apply the amount, if any, received in consideration for entry into that replacement Basis Hedge Agreement (the "**Hedge Replacement Premium**") in or towards payment of any termination payment then payable by the Issuer to the relevant Basis Hedge Provider in respect of that Basis Hedge Agreement which has terminated early and the remainder of that amount, if any, shall be credited to the Hedge Collateral Ledger.

Any termination payment due to the Issuer in respect of a hedging transaction which is being terminated at the option of the Issuer due to the early redemption, enforcement or sale of a Fixed Rate Mortgage prior to the final redemption of the Notes will not be payable in full immediately but will be payable to the Issuer in the form of an annuity on each Interest Payment Date until the date on which the relevant swap or hedging agreement would have expired had it not been terminated early.

Withholding Compensation Amounts

If a Basis Hedge Provider or the Issuer is required to make any deduction or withholding, for or on account of any present or future tax, levy, impost, duty charge, assessment or fee that is imposed by any government or taxing authority from any amounts payable by it under the Basis Hedge Agreement on any Interest Payment Date, then under the terms of the relevant Basis Hedge Agreement (i) the Basis Hedge Provider (as applicable) will be obliged to pay additional amounts ("**Additional Amounts**") to ensure that the Issuer receives the full amount it would otherwise have received from the relevant Basis Hedge Provider, and (ii) the Issuer shall make such payment after such withholding or deduction has been made (such withholding or deduction, a "**Withheld Amount**") and shall not be obliged to make any additional payments to the relevant Basis Hedge Provider (as applicable) in respect of such withholding or deduction.

However, under each Basis Hedge Agreement, the Issuer will agree that on each Interest Payment Date it will, subject to and in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments, as applicable, pay to the relevant Basis Hedge Provider an amount or amounts ("**Withholding Compensation Amounts**") equal to (i) any Additional Amounts so paid by the relevant Basis Hedge Provider (as applicable) to the Issuer on such Interest Payment Date together with, to the extent not paid on any previous Interest Payment Date, an amount equal to any Additional Amounts paid by the relevant Basis Hedge Provider under the relevant Basis Hedge Agreement on any previous Interest Payment Date, and (ii) any Withheld Amount on such Interest Payment Date, together with, to the extent not paid on any previous Interest Payment Date, an amount equal to any Withheld Amount applicable to any previous Interest Payment Date (**provided that** there will be no double counting in relation to any tax credit, allowance set-off or repayment received by the Issuer and paid directly to the relevant Basis Hedge Provider).

To the extent such Withholding Compensation Amounts are not paid by the Issuer, the Basis Hedge Providers have the right to terminate the hedging arrangements.

The Hedge Agreement Credit Support Documents

Each Basis Hedge Provider will enter into a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) with the Issuer (an "**Approved Credit Support Document**") in support of its obligations under the relevant Basis Hedge Agreement. The Basis Hedge Provider will enter in an Approved Credit Support Document on or around the Closing Date in support of its obligations under the Basis Hedge Agreement.

Pursuant to the terms of each Approved Credit Support Document, if at any time a Basis Hedge Provider is required to provide collateral in respect of any of its obligations under the relevant Basis Hedge Agreement, the Approved Credit Support Document will provide that, from time to time and subject to the conditions specified in the Approved Credit Support Document and the Basis Hedge Agreement, the Basis Hedge Providers will make transfers of cash and/or securities by way of collateral to the Issuer in support of its obligations under the relevant Basis Hedge Agreement and the Issuer will be obliged to return such collateral when required in accordance with the terms of the Approved Credit Support Document.

Any amount attributable to the return of collateral to a Basis Hedge Provider and any Hedge Replacement Premium applied by the Issuer in making a swap termination payment due from the Issuer to a Basis Hedge Provider will be paid directly to the relevant Basis Hedge Provider and not in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments (see also "*Cashflows and Cash Management*").

THE INITIAL BASIS HEDGE PROVIDERS

NatWest Markets Plc Overview

NatWest Markets Plc ("NWM Plc") is a wholly-owned subsidiary of NatWest Group plc (the "**holding company**").

The "**NWM Group**" comprises NWM Plc and its subsidiary and associated undertakings. The "**NatWest Group**" comprises the holding company and its subsidiary and associated undertakings, including the NWM Group.

As part of NatWest Group, NWM Plc supports NatWest Group's corporate and institutional customers. NWM Plc works in close collaboration with teams across NatWest Group to provide capital markets and risk management solutions to its customers and NWM Plc aims to be the partner of choice for those customers' financial markets needs.

Further information relating to the NWM Group can be found in the NWM Plc 2022 Annual Report and Accounts and the NWM Plc Interim Results 2023 and any relevant NWM Group Registration Document, including any updates or supplements thereto and other relevant filings or announcements, which can be found at: <https://investors.natwestgroup.com/regulatory-news/company-announcements>.

The most recent ratings of NWM Plc and the respective entities can be found on: <https://investors.natwestgroup.com/fixed-income-investors/credit-ratings>.

Banco Santander, S.A. Overview

Banco Santander, S.A. is the parent company of Grupo Santander ("**Santander**"). It was established on 21 March 1857 and incorporated in its present form by a public deed executed in the city of Santander, Spain, on 14 January 1875. Banco Santander, S.A. and its consolidated subsidiaries are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom and other European countries, Brazil and other Latin American countries and the US, offering a wide range of financial products.

In Latin America, Santander has majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Peru and Uruguay. At 31 December 2022, Santander had a market capitalization of €47.1 billion, stockholders' equity of €89,986 billion and total assets of €1,734.6 billion. Santander had €1,146.1 billion total customer funds at that date. As of 31 December 2022, Santander had 65,581 employees and 3,148 branch offices in Europe (of which 26,839 employees and 1,913 branches in Spain and 21,185 employees and 449 branches in the United Kingdom), 44,518 employees and 1,854 branches in North America, 78,271 employees and 3,653 branches in South America (of which 55,993 employees and 2,847 branches in Brazil), 16,193 employees and 364 branches in Digital Consumer Bank and 1,899 employees in Corporate Activities.

Banco Santander, S.A. has a long-term credit rating of "A-" by Fitch, "A+" by Standard & Poor's, "A2" by Moody's and "A (high)" by DBRS.

THE MORTGAGES

Origination of the Mortgages

The Mortgages which will be sold to the Issuer on the Closing Date have been originated by Paragon Mortgages (2010) Limited ("**PML**") and Paragon Bank and will be sold to the Issuer by PML and Paragon Bank. Additional Mortgages originated by PML or Paragon Bank (together the "**Sellers**") may be sold to the Issuer by the Sellers in the period up to (but excluding) the Further Sale Period End Date, subject to certain conditions being satisfied (see the section below entitled "*Acquisition of Mortgages*").

Introduction of Mortgage Business

The Sellers derive their mortgage lending business through intermediaries and by applications directly from members of the public.

Information on the Mortgages

General

The Mortgages will all have had original maturities of between five years and 30 years. No Mortgage will fall to be repaid later than 30 November 2053.

All the Mortgages upon origination consist, or will consist, of mortgage loans which meet or will meet certain lending criteria, and are secured by charges over freehold or leasehold properties located in England or Wales governed by English law (the "**Mortgages**"). The Issuer will have the benefit of warranties by the relevant Seller in relation to the Mortgages sold by it to the Issuer, including warranties in relation to the lending criteria applied in advancing the Mortgages.

The properties which are the subject of the Mortgages (the "**Properties**") are residential properties located in England or Wales. In the case of leasehold, the lease has, where permitted under the lending criteria, at least 30 years to run beyond the term of the relevant Mortgage.

The borrowers in respect of the Mortgages are either individuals resident in the United Kingdom (Mortgages where the borrowers are individuals being "**Individual Mortgages**") or limited liability companies incorporated in England (Mortgages where the borrowers are such limited liability companies being "**Corporate Mortgages**").

All of the Mortgages are subject to standard mortgage conditions ("**Mortgage Conditions**"). These contain various covenants and undertakings by the borrower including covenants to make the monthly interest payments as notified to the borrower and to pay premia on buildings insurance policies effected in relation to the relevant Property. The Mortgage Conditions also contain provisions for the usual remedies of a mortgagee in the event of default by the borrower.

In the event of a specified material breach (potentially including unauthorised alteration to or change of use of the mortgage security, or change of operational control of a corporate borrower), the 2017 Mortgage Conditions provide for the following:

- Obligation on the borrower to make a capital repayment to reduce the capital balance, relative to any tracked measurement of loan to value (LTV).
- Variation of the interest rate in the event of specified breach.
- Variation of the monthly payment in the event of specified breach.

All of the Mortgages are investment home mortgages (each an "**Investment Home Mortgage**"), which relate to property purchased by the borrower and expected to be occupied by tenants.

The properties in respect of Investment Home Mortgages, are required by the applicable Mortgage Conditions to be used for residential purposes. It will normally be the intention that these properties will be let under an assured shorthold tenancy and in all cases that the occupier will have no statutory security of tenure. However, if the occupier's tenancy has been approved by the lender, the lender will not be able to sell with vacant possession if it wishes to enforce its security, until such time as the tenancy comes to an

end (see "*Risk Factors – Risks Related to the Mortgages – Risks associated with non-owner occupied Properties*" above).

Repayment Types

Certain Mortgages will be mortgages under which monthly instalments covering both interest and principal are required to be paid by the borrower ("**Repayment Mortgages**"). The payment schedule applicable to such a Mortgage on origination is structured so that the principal element of the instalments is small in the early years but increases in size during the life of the Mortgage until full repayment by maturity. The Sellers recommend (but may not require) that borrowers arrange term life assurance in connection with Repayment Mortgages.

Some Mortgages, when originated, will provide for Interest-only to be paid monthly during their term, with no scheduled payment of principal prior to maturity ("**Interest-only Mortgages**") and some mortgages provide that the Issuer or the Administrators can convert the Mortgage from an Interest-only Mortgage to a Repayment Mortgage after the initial fixed rate period, subject to a 28 day notice period ("**Optional Repayment Mortgages**"). If the Administrators or the Issuer opt to convert the mortgage to a repayment basis, the monthly instalment requires both interest and principal to be paid by the borrower. The payment schedule applicable to such a Mortgage is structured so that the principal element of the instalments is small in the early years but increases in size during the life of the Mortgage until full repayment by maturity.

The Sellers recommend (but may not require) that borrowers arrange term life assurance in connection with Interest-only Mortgages and Optional Repayment Mortgages. The ability of any particular borrower to repay an Interest-only Mortgage may depend on such borrower's ability to refinance the Property or obtain funds from another source (such as a pension policy or unit trust or an endowment policy). Neither the Sellers, the Administrators, nor the Legal Title Holders has verified that the borrower has any such ability or other source of funds and has not obtained security over the borrower's right in respect of any such other source of funds. The ability of a borrower to refinance the Property will be affected by a number of factors, including the value of the Property, the borrower's equity in the Property, the financial condition of the borrower, tax laws and general economic conditions at the time. Moreover, the Mortgage Conditions in respect of Interest-only Mortgages do not require a borrower to put in place alternative funding arrangements.

Mortgage Interest Rate Types

Each Mortgage will be one of the following:

- (i) a Mortgage under which for a fixed period or periods the rate of interest payable by the Borrower is not capable of being reset monthly or quarterly at will by the Issuer or the relevant Administrator but the borrower is required to pay interest at a fixed rate or a series of fixed rates (being, during each such period, a "**Fixed Rate Mortgage**"). After the fixed rate period, the relevant Mortgage reverts to the relevant Seller's standard variable rate; and
- (ii) a Mortgage which is not at the relevant time a Fixed Rate Mortgage, and under which the rate of interest payable by the Borrower is variable and in each case is capable of being reset by the Issuer or the relevant Administrator (being, during each period in which interest accrues in that manner, a "**Standard Variable Rate Mortgage**").

Interest on the Mortgages is payable monthly at rates which are currently set by or on behalf of the Sellers (subject to the restrictions mentioned above) and, except in certain limited circumstances in which the Trustee will be entitled (but not obliged, in the case of the Trustee) to take over this function, will be set by the relevant Administrator on behalf of the Issuer after the sale and sub-charge of the Mortgages.

Redemption Provisions

The Mortgages provide that the borrower may prepay principal at any time without prior notice. For a specified period such a prepayment of principal gives rise to an obligation to pay an additional sum. The period within which such a prepayment gives rise to an obligation to pay such an additional sum, and the size of that additional sum, are specified in the relevant Mortgage Conditions.

The majority of Mortgages are subject to a minimum early repayment charge of the equivalent of between one and three months' interest should the Mortgage be redeemed within three years of completion.

However, where a Mortgage has a fixed rate, or offers new borrowers an incentive (as with a discounted rate or similar) early repayment charges are more substantial in order to ensure incentives are effectively repaid should this occur. Approximately 5.47 per cent. of the Provisional Mortgage Pool comprises Mortgages that do not contain any early repayment charges as at the Provisional Pool Date.

Each Administrator will be given the right, in its discretion (each acting as a prudent mortgage lender), to waive any repayment charges payable by a borrower.

Acquisition of Mortgages

Acquisition of Mortgages on Closing Date

Prior to the Closing Date, the Mortgages in the Closing Date Mortgage Portfolio are beneficially owned by either PML or Paragon Bank (and held on the balance sheet of such companies). Legal title in the Mortgages in the Closing Date Mortgage Portfolio is held by PML or Paragon Bank, in each case as the Legal Title Holders ("**Legal Title Holders**").

On the Closing Date, each of PML and Paragon Bank will sell all Mortgages in the Closing Date Mortgage Portfolio to the Issuer pursuant to a mortgage sale agreement entered into on the Closing Date (the "**Mortgage Sale Agreement**").

Acquisition of Additional Mortgages following Closing Date

Each Seller may (but is not obliged to) sell to the Issuer in the period from the Closing Date further Mortgages up to (but excluding) the Further Sale Period End Date, to the extent that the relevant conditions to purchase in the Mortgage Sale Agreement are satisfied (such Mortgages being "**Additional Mortgages**"). In the case of any Additional Mortgages, the Legal Title Holder shall be the relevant Seller. The Sellers may sell Additional Mortgages to the Issuer on any Business Day during the Further Sale Period.

Any purchase of Additional Mortgages by the Issuer will be subject to (amongst other things) (the "**Additional Mortgage Conditions**"):

- (a) the relevant Further Sale Date falls on a date which is prior to the Step-Up Date;
- (b) no Seller Asset Warranty (as at such Further Sale Date) is breached in respect of any Additional Mortgages to be acquired by the Issuer from the Sellers on such Further Sale Date and neither Seller is in breach of its obligation to repurchase Mortgages and their related security which are in breach of any Seller Asset Warranty given by the Sellers (see "*Repurchases of the Mortgages*" below);
- (c) following the addition of the Additional Mortgages to the Mortgage Portfolio on the relevant Further Sale Date, the weighted average Current LTV Ratio of all Mortgages in the Mortgage Portfolio will not exceed 75 per cent.;
- (d) either: (x) the weighted average interest rate applicable to the Current Balance of all Mortgages in the Mortgage Portfolio (including any Additional Mortgages acquired on such Further Sale Date) after taking into account any Basis Hedge Agreements and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date is not less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent. or (y) if such weighted average interest rate is less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent, the amount standing to the credit of the Mortgage Margin Reserve Fund on such Further Sale Date is equal to or greater than the Adjusted Mortgage MRF Required Amount;
- (e) the amount standing to the credit of the MFA Pre-Funding Reserve Ledger or the Principal Ledger is sufficient to cover Mandatory Further Advances;
- (f) PML as Administrator will within 30 days of the relevant Further Sale Date, arrange for the Issuer to enter into a Basis Hedge Agreement to hedge the fixed-floating interest rate exposure in relation to such Additional Mortgage;
- (g) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages with a Current LTV Ratio of more than 77 per cent.

will not exceed 20 per cent. of the aggregate Current Balance of all of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;

- (h) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in London is not greater than 40 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (i) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in the South East of England is not greater than 40 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (j) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are in a single geographic region other than London and South East of England is not greater than 20 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (k) following the addition of the Additional Mortgages to the Mortgage Portfolio, the aggregate outstanding Current Balance of Mortgages whose related Properties are classed as houses in multiple occupation is not greater than 40 per cent. of the aggregate Current Balance of the Mortgages in the Mortgage Portfolio on the relevant Further Sale Date;
- (l) following the addition of the Additional Mortgages to the Mortgage Portfolio, the weighted average Rental Cover to all the Mortgages in the Mortgage Portfolio is not less than 125 per cent.;
- (m) the remaining fixed rate period applicable to each Additional Mortgage that is a Fixed Rate Mortgage will not be longer than 5 years and 6 months as at the relevant Further Sale Date;
- (n) the reversionary interest rate of the Additional Mortgage(s) is the relevant Legal Title Holder's standard variable rate;
- (o) no Further Sale Period Termination Event has occurred or would occur as a result of the sale and purchase of the Additional Mortgage(s);
- (p) no Additional Mortgage to be purchased is an Arrears Mortgage;
- (q) as at the relevant Further Sale Date, (where the Residual Certificates are represented by Definitive Residual Certificates) more than 50 per cent. of the Residual Certificates are held by a Paragon Banking Group Company or (where the Residual Certificates are represented by a Global Residual Certificate) the beneficial interest in more than 50 per cent. of the Residual Certificates is held by a Paragon Banking Group Company;
- (r) there being no debit balance on the Principal Deficiency Ledger following amounts having been applied in accordance with the Payments Priorities on the preceding Interest Payment Date;
- (s) on such Further Sale Date, Additional Mortgages which are Fixed Rate Mortgages may only be purchased by the Issuer where the weighted average swap rate calculated by PML as Administrator by reference to the interest swap rates and notional values disclosed in (a) the Basis Hedge Agreements as at the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date) and (b) the Basis Hedge Agreements (if any) entered into by the Issuer since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date), does not exceed 4 per cent.;
- (t) on each Further Sale Date Additional Mortgages which are Fixed Rate Mortgages may only be purchased by the Issuer where the product (calculated by PML as Administrator) of (a) the weighted average time in years to the end of the fixed rate period in respect of the Fixed Rate Mortgages in the Portfolio together with the Additional Mortgages which are Fixed Rate Mortgages to be purchased on such Further Sale Date and (b) the Current Balance of the Fixed Rate Mortgages in the Portfolio together with the Fixed Rate Loans to be purchased on such Further Sale Date divided by the Current Balance of the Mortgages in the Portfolio together with the Additional Mortgages to be purchased on such Further Sale Date, does not exceed 5.25; and

- (u) on each Further Sale Date, the sum of (a) the notional value of the outstanding Basis Hedge Agreements entered into by the Issuer on or before the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date), and (b) the notional value of any Basis Hedge Agreements entered into by the Issuer since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date) must not exceed or be less than (by greater than £15 million), the sum of the Current Balance of: (A) all Fixed Rate Mortgages as at the Principal Determination Date immediately preceding such Further Sale Date (or in the case of the first Collection Period, the Closing Date); and (B) any Additional Mortgages which are Fixed Rate Mortgages purchased since the Principal Determination Date immediately preceding such Further Sale Date (or in the case of any Further Sale Date occurring in the first Collection Period, the Closing Date); and
- (v) that PML and/or Paragon Bank and/or PBG and/or any holding company or subsidiary of PBG (a "**Paragon Banking Group Company**") are the Administrators and no Administrator Termination Event has occurred in respect of PML or Paragon Bank (or any Paragon Banking Group Company) in its capacity as an Administrator,

provided that, for so long as Paragon Bank or its affiliates are the beneficial owner of all of the Notes and all of the Residual Certificates, Paragon Bank may, in its sole discretion, waive any of the above Additional Mortgage Conditions in relation to any Additional Mortgages to be purchased on a Further Sale Date, provided that:

- (i) the Rating Agencies have been given prior written notice of Paragon Bank's intention to waive any of the above Additional Mortgage Conditions; and
- (ii) the Rating Agencies have indicated that such action would not result in (A) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (B) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent).

In this Prospectus:

"Further Sale Date" means, if applicable, in relation to any sale and purchase of Additional Mortgages, each date on which a sale and purchase is completed subject to, and in accordance with, the terms of the Mortgage Sale Agreement.

"Further Sale Period Termination Event" means:

- (a) an Event of Default;
- (b) an Insolvency Event in respect of either Seller;
- (c) an unremedied breach by either Seller of any of their respective obligations under the Relevant Documents;
- (d) on any Interest Payment Date, the aggregate amount debited to the Principal Deficiency Ledger in respect of enforcement of Mortgages since the Closing Date (including any Additional Mortgages sold on Further Sale Dates (as applicable)) exceeds 1 per cent. of the Initial Principal Amount of the Notes (excluding for such purposes the Class S Notes and the Class S VFN);
- (e) on any Interest Payment Date, the amount standing to the credit of the General Reserve Fund is less than the General Reserve Fund Required Amount;
- (f) on any Interest Payment Date, the amount standing to the credit of the Class A and Class B Liquidity Reserve Fund is less than the Class A and Class B Liquidity Reserve Fund Required Amount; and
- (g) on any Principal Determination Date, the then Current Balances of Mortgages which are then more than three months in arrears in aggregate constitute more than 3 per cent. of the then aggregate Current Balance of all Mortgages in the Mortgage Portfolio (and for these purposes a Mortgage will be more than three months in arrears at any time if, at such time, amounts totalling in aggregate more than three times the then current monthly payment due from the borrower under such

Mortgage have not been paid and/or have been capitalised within the 12 months immediately preceding such time).

"Purchase Date" means: (a) in relation to the sale and purchase of the Mortgages on the Closing Date, the Closing Date; and (b) in relation to any sale and purchase of Additional Mortgages, if any, the relevant Further Sale Date.

Consideration for purchase of Mortgages

The purchase consideration in respect of the Mortgages purchased on the Closing Date will be paid on the Closing Date, and, in respect of the Additional Mortgages which may be purchased on any Business Day during the Further Sale Period, will be paid (a) on such date of purchase from amounts standing to the credit of the Retained Principal Ledger or the Principal Ledger (in each case, if available) during the relevant Collection Period or (b) otherwise from Available Principal on the next following Interest Payment Date in accordance with item (iv) of the Principal Priority of Payments. The purchase consideration payable by the Issuer to the Sellers in respect of the relevant Mortgages purchased from the Seller shall equal the Initial Purchase Consideration plus the relevant Deferred Purchase Consideration.

The **"Initial Purchase Consideration"** shall be: (i) the then principal balance in respect of the Mortgages sold by the relevant Seller on the relevant Closing Date; plus (ii) the difference between the current balance of the loans in the portfolio and their carrying value for accounting purposes determined on the amortised cost basis, as defined in International Financial Reporting Standards applicable at the time of the relevant Purchase Date, the measurement and recognition criteria of which are applied by the Issuer in accordance with UK GAAP on the relevant Purchase Date (the **"Amortised Cost Adjustment"** and the amount of such adjustment being the **"Amortised Cost Adjustment Amount"**).

The **"Deferred Purchase Consideration"** shall consist of RC1 Payments and RC2 Payments (together, the **"Residual Payments"**) and shall be payable to the relevant Residual Certificateholders on each Interest Payment Date subject to and as specified in the applicable priority of payments and shall be an amount equal to the remaining balance (if any) of the moneys available on such Interest Payment Date for application in accordance with the Revenue Priority of Payments or the Enforcement Priority of Payments, as applicable. RC1a Payments will be paid to the RC1a Residual Certificateholders, RC1b Payments will be paid to the RC1b Residual Certificateholders, RC2a Payments will be paid to the RC2a Residual Certificateholders and RC2b Payments will be paid to the RC2b Residual Certificateholders in accordance with the Residual Certificates Conditions.

With the exception of certain Mortgages originated by PML, where legal title subsequently transferred to Paragon Bank, legal title to each of the Mortgages originated by PML has since origination remained with and will remain with PML and legal title to each of the Mortgages originated by Paragon Bank has since origination remained with Paragon Bank and will remain with Paragon Bank, in each case until completion of the transfers of the Mortgages (and, in the case of registered land, their registration at the Land Registry) and notification to any borrower or guarantor. Until these steps are taken, the sale of the Mortgages will take effect in equity only. Save in the circumstances to be set out in the Administration Agreement and described in *"Perfection of title"* below, neither the Issuer nor the Trustee will apply to the Land Registry or the Central Land Charges Registry to register or record the Issuer as the new registered proprietor of any Mortgages or register or record any interest of the Issuer or the Trustee in respect of the Mortgages, and accordingly in relation to the relevant Mortgages the situation described above as regards title thereto will continue to apply.

Perfection of title

The sales by the Sellers to the Issuer of the Mortgages will only be perfected by the execution of transfers of the Mortgages, the carrying out of requisite registration or recording and giving of notice to any borrower or guarantor in the circumstances set out below. Neither the Issuer nor the Trustee will be giving notice to any borrower or guarantor in respect of any transfer of the Mortgages. For so long as the Legal Title Holders retain legal title to a Mortgage, a third party dealing with the Sellers and/or the Legal Title Holders could obtain legal title free of the interests of the Issuer and the Trustee. For so long as a Legal Title Holder retains legal title to a Mortgage, it must be joined as a party to any legal proceedings against any borrower or in relation to the enforcement of that Mortgage. In this regard the Legal Title Holders have undertaken

for the benefit of the Issuer and the Trustee that they will lend their name to, and take such other steps as may reasonably be required in connection with, any such proceedings.

Further, the rights of the Issuer and the Trustee may be or become subject to interests of third parties and direct rights of borrowers against the Legal Title Holder: for example, a later encumbrance or transfer of the Mortgages, and/or equities created or arising before the transfer of the legal title is perfected: for example, rights of set-off (or other analogous rights) as between the relevant borrowers and the relevant Legal Title Holder and the rights of borrowers to redeem their Mortgages by repaying the relevant loan directly to the relevant Legal Title Holder. These could result in the Issuer receiving less money than anticipated. However, the risk of third party claims defeating or obtaining priority to the interests of the Issuer or the Trustee would be likely to be limited to circumstances arising from a breach by a Legal Title Holder of its contractual obligations or fraud, negligence or mistake on the part of the relevant Legal Title Holder, the Issuer or their respective personnel or agents.

Until a borrower is notified of the sale of its Mortgage to the Issuer, the borrower may continue making payments to (or as directed by) the relevant Legal Title Holder. Following delivery of a notice to a borrower informing it of the sale of its Mortgage to the Issuer, the Borrower would no longer be entitled to obtain a good receipt from the relevant Legal Title Holder as mortgagee. Under the Mortgage Sale Agreement, the Legal Title Holders and the Sellers have undertaken that if at any time they receive (or there is received to their order) any property, interest, right or benefit agreed to be sold to the Issuer it will hold the same on trust for the Issuer as the beneficial owner thereof. Furthermore under the Collection Account Declarations of Trust the Sellers will declare that all direct debit payments made by borrowers under the Mortgages and all redemption moneys, cheque payments and moneys recovered on the sale of the relevant Properties following enforcement of any Mortgages and certain other sums in respect of the Mortgages credited to the Collection Accounts are held on trust for the Issuer until they are transferred to the Transaction Account. Notice to borrowers in respect of the Mortgages would also prevent the Mortgages from being amended by the Legal Title Holders and the Sellers or the borrowers without the involvement of the Issuer.

Upon the occurrence of certain events including:

- (i) the valid service of an Enforcement Notice or a Protection Notice (each as to be defined in the Deed of Charge);
- (ii) the termination of each of Paragon Bank's and PML's role as Administrators under the Administration Agreement;
- (iii) the relevant Legal Title Holder and/or Seller being required, by an order of a court of competent jurisdiction, or by a regulatory authority of which the relevant Legal Title Holder and/or the Seller, as applicable, is a member or with whose instructions it is customary for the relevant Legal Title Holder and/or Seller, as applicable, to comply, to perfect the transfer of legal title to the Mortgages;
- (iv) any change occurring in the law after the Closing Date rendering it necessary by law to perfect the transfer of legal title to the relevant Mortgages;
- (v) the security under the Deed of Charge or any material part of such security being in jeopardy and the Trustee deciding to take action to reduce materially such jeopardy; and
- (vi) the occurrence of the Final Maturity Date where the Issuer's obligations to redeem the Notes in accordance with the Relevant Documents and the Conditions of the Notes have not been met,

the Issuer or the Trustee will have the right to perfect legal title to the relevant Mortgages by executing transfers of the Mortgages in the appropriate form (if necessary pursuant to irrevocable powers of attorney) effecting the necessary registrations, recordings and notifications and giving notice to the borrowers and any guarantors in respect of such Mortgages. The right of the Issuer and the Trustee to exercise the powers of the registered proprietor, registered owner or beneficial owner of the Mortgages pending registration or recording will be secured by irrevocable powers of attorney granted by the Legal Title Holders in favour of the Issuer, the relevant Administrator and the Trustee.

Searches and Warranties in respect of the Mortgages

Neither the Issuer nor the Trustee has made or caused to be made (or will make or cause to be made) on its behalf in relation to the Mortgages purchased by the Issuer any of the enquiries, searches or investigations

which a prudent purchaser of the relevant security would normally make, other than a search, prior to completion of the purchase by the Issuer of the Mortgages on the Closing Date and on any Business Day during the Further Sale Period upon which Additional Mortgages are purchased by the Issuer against the relevant Seller and the relevant Legal Title Holder in the relevant file held by the Registrar of Companies. The Issuer will rely entirely on the benefit of the representations and warranties given to it under the Mortgage Sale Agreement. Neither the Issuer nor the Trustee has made nor will make any enquiry, search or investigation prior to the making of any Further Advance or at any time in relation to compliance by the Legal Title Holders, the Sellers, the Administrators or any other person with any applicable lending guidelines, criteria or procedures or the adequacy thereof or with the provisions of the Mortgage Sale Agreement, the Administration Agreement, the Deed of Charge, or with any applicable laws or in relation to the execution, legality, validity, perfection, adequacy or enforceability of any Mortgages purchased on the Closing Date or each Further Sale Date or any other security or the insurance contracts relating to the Properties and the Mortgages referred to herein.

In relation to all of the foregoing matters and the circumstances in which advances were made to borrowers prior to the purchase by the Issuer of the relevant Mortgages, the Issuer and/or the Trustee will rely entirely on the warranties to be given by the relevant Seller to the Issuer and the Trustee contained in the Mortgage Sale Agreement.

The warranties given by each Seller in respect of mortgages sold by it to the Issuer as at the relevant date of purchase (being either the Closing Date or, in the case of any Additional Mortgage, any Further Sale Date falling within the Further Sale Period on which Additional Mortgages are purchased by the Issuer from each Seller pursuant to the Mortgage Sale Agreement) include the following (the "**Seller Asset Warranties**"):

- (i) the particulars of each Mortgage (as set out in the annexures to the Mortgage Sale Agreement or, in respect of any Additional Mortgage, as set out in the additional mortgage offer notice (substantially in the form scheduled to the Mortgage Sale Agreement) pursuant to which that Additional Mortgage is offered to the Issuer) are complete, true and accurate in all material respects;
- (ii) 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 relevant Legal Title Holder;
- (iii) a Seller is the beneficial owner of each Mortgage in the Closing Date Mortgage Portfolio on the Closing Date;
- (iv) the relevant Seller is the beneficial owner of each Additional Mortgage on each Further Sale Date;
- (v) each Loan constitutes a valid and binding obligation of the Borrower;
- (vi) 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:
 - (a) a first legal mortgage in respect of all monies outstanding under the related Loan; or
 - (b) 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,
- (vii) the Mortgages and the other estates and interests sold by the Sellers under the Mortgage Sale Agreement are free and clear of all mortgages, securities, charges, liens, encumbrances, diligences, claims and equities but subject:
 - (a) to the terms of the Mortgage Sale Agreement and the Deed of Charge; and
 - (b) 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,
- (viii) each Mortgage is secured on a freehold or leasehold residential, or mixed commercial/residential property which is situated in England or Wales;

- (ix) all steps necessary with a view to perfecting the relevant Legal Title Holder'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;
- (x) no Mortgage is subject to any right of rescission, set off, lien, counterclaim or defence which would entitle the relevant Borrower to reduce the amount of any payment otherwise due under a Mortgage (where "**Mortgagee**" means the relevant Legal Title Holder);
- (xi) prior to making the initial advance to a Borrower:
 - (a) the relevant 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 mortgage lender to decline to proceed with the initial advance on the proposed terms; or
 - (b) 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 relevant 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,
- (xii) prior to making a Loan, a valuation was undertaken on behalf of the relevant Seller by a valuer approved by the relevant 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;
- (xiii) 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 relevant Seller;
- (xiv) 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;
- (xv) 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 mortgage lender;
- (xvi) 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;
- (xvii) the relevant Borrower's consent is not required for the transfer or assignment of any Mortgage;
- (xviii) 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;
- (xix) no Mortgage is an Arrears Mortgage;

- (xx) other than in the case of a 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;
- (xxi) the relevant 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;
- (xxii) no Mortgage is or will be repayable later than 30 November 2053;
- (xxiii) since the registration of each Mortgage in the name of the relevant Seller and/or the relevant Legal Title Holder, 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;
- (xxiv) the Mortgagee has not received written notice of any claim calling into question in any material way its title to any Mortgage;
- (xxv) 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;
- (xxvi) in the case of Individual Mortgages only, no Borrower is a current employee of a Paragon Banking Group Company and each Borrower of an Individual Mortgage purchased pursuant to the Mortgage Sale Agreement is an individual;
- (xxvii) other than in the case of 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 mortgage lender might make in accordance with the guidance set out in the Administration Manual;
- (xxviii) no Mortgage is wholly or partly regulated by the CCA or by the FSMA as a regulated credit agreement under article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) or treated as such, or, to the extent that it is so regulated or partly regulated or treated as such, the Sellers and the Legal Title Holders have complied with all of the relevant legal requirements of, and procedures set out in, the CCA or the FSMA and all secondary legislation made pursuant thereto and the FCA handbook, as applicable;
- (xxix) no Mortgage is wholly or partly regulated by the FSMA as a regulated mortgage contract as defined under article 61 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) or treated as such, or, to the extent that it is so regulated or partly regulated or treated as such, the Sellers and the Legal Title Holders have complied with all of the relevant legal requirements of, and procedures set out in the FSMA and all secondary legislation made pursuant thereto and the FCA handbook, as applicable;
- (xxx) no Mortgage (whether alone or with any related agreement) constitutes an unfair relationship for the purposes of sections 140A to 140C of the CCA;
- (xxxi) the amount outstanding under each Mortgage is a valid debt to the relevant Legal Title Holder (as holder of the legal title to the Loan) from the Borrower arising from advances of money to the Borrower and, except for any Loan and its related security which is not binding by virtue of UTCCR or CRA, the terms of each Loan and its related security constitute valid, binding and legally enforceable obligations of the relevant parties except that (i) enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the courts' discretion in relation to equitable remedies and (ii) the warranty only applies in relation to interest and principal payable by the Borrower;

- (xxxii) no agreement for any Mortgage is cancellable in whole or in part as a result of any non-compliance with the Financial Services (Distance Marketing) Regulations 2004 (as amended);
- (xxxiii) for so long as there is a breach of the applicable Mortgage Conditions no Mortgage will require the making of any Mandatory Further Advance;
- (xxxiv) 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;
- (xxxv) there is no obligation on the part of the Mortgagee under a Mortgage to make any further advances except in accordance with the relevant Mortgage Conditions;
- (xxxvi) the Insurance Contracts 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;
- (xxxvii) no term of any Mortgage is an "unfair term" within the meaning of UTCCR or the CRA but this warranty shall only be construed to apply in respect of principal and interest due or charged on the Mortgage and not in respect of any early repayment or prepayment charges;
- (xxxviii) the relevant Legal Title Holder has at all relevant times held, and continues to hold, authorisation and appropriate permissions from the FCA for conducting all regulated activities specified in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended) carried on by it in respect of each Mortgage;
- (xxxix) 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 859 of the Companies Act 2006 and a certificate of registration has been received in respect of such registration;
- (xl) in the case of Corporate Mortgages only, each Borrower is a private company incorporated with limited liability in England and Wales;
- (xli) 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;
- (xlii) in the case of Corporate Mortgages only, a search was conducted at Companies House at origination in relation to the Borrower, 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;
- (xliii) none of the Mortgages, Loans (other than the Loans advanced to Borrowers that are not individuals), related security or Insurance Contracts consist of or include any "stock" or "marketable securities" as such terms are defined in section 122 of the Stamp Act 1891 or "chargeable securities" for the purposes of section 99 of the Finance Act 1986, and none of the Mortgages, Loans, related security or Insurance Contracts consist of or include a "chargeable interest" for the purposes of section 48 of the Finance Act 2003 and section 4 of the Land Transaction Tax and Anti-Avoidance of Devolved Taxes (Wales) Act 2017;
- (xliv) all Loans advanced to Borrowers that are not individuals are within the exemption conferred by section 79(4) of the Finance Act 1986;
- (xlv) the underlying mortgage documentation used in respect of each Loan is governed by and subject to the laws of England and Wales;

- (xlvi) in the case of Individual Mortgages only, at origination, the relevant Borrower is resident in England and Wales;
- (xlvii) each Loan is denominated in Sterling; and
- (xlviii) no Mortgage is a Paragon Bank Depositor Mortgage.

In this Prospectus:

"Arrears Mortgage" means a Mortgage 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;

"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);

"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.

"Lending Guidelines" means the lending guidelines set out in the section entitled "*Lending Guidelines*".

"Loan" means mortgage loans originated by PML or Paragon Bank (as applicable), the beneficial interests in which are sold to the Issuer pursuant to the Mortgage Sale Agreement.

"Paragon Bank Depositor Mortgage" means a mortgage where Paragon Bank is the Legal Title Holder and the borrower also holds a deposit with Paragon Bank in excess of £85,000.

The sole remedy against the relevant Seller in respect of breach of a Seller Asset Warranty relating to a Mortgage sold by such Seller shall be to require that Seller to repurchase any relevant Mortgage **provided that** this shall not limit any other remedies available to the Issuer or the Trustee if that Seller fails to repurchase, or procure the repurchase of, a Mortgage when obliged to do so. The relevant Seller will also agree in the Mortgage Sale Agreement that, if a term of any Individual Mortgage sold by it to the Issuer is at any time on or after the Closing Date found by a competent court, whether on application of a borrower, the Financial Conduct Authority or otherwise, to be an unfair term for the purposes of the Unfair Terms in Consumer Contracts Regulations 1994 or 1999, it shall repurchase or procure the repurchase of the Individual Mortgage concerned.

The Mortgage Sale Agreement and all non-contractual obligations arising out of it is governed by, and shall be construed in accordance with, English law.

LENDING GUIDELINES

The guidelines provided by the Sellers to help introducers of mortgage loan business to the Sellers 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 or in certain circumstances the credit committee, 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 Sellers 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
Up to £750,000	80 per cent. excluding fees
Up to £1,000,000	75 per cent. excluding fees
Up to £1,500,000	70 per cent. excluding fees
Up to £4,000,000	65 per cent. excluding fees

- 3.2 Multiple applications for investment home properties will be considered up to a total of £25,000,000 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 relevant Seller's valuer or a valuer appointed to act on the relevant 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 Sellers:

- Properties located other than in England and Wales.
- Freehold flats and maisonettes.
- Properties designated under the Housing Act 1985 (as amended).
- Properties having agricultural restrictions.
- Construction loans

4.3 The following will be considered by the Sellers 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**

5.1 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: Mortgages originated prior to December 2016**

6.1 In the case of an investment home property, the Sellers 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 Company'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 paragraph 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.

7. **Income and Employment Details: Mortgages originated after December 2016**

7.1 In the case of an investment home property, the Sellers will seek to use the rental income generated from the property to be mortgaged within an affordability calculation.

(a) **Limited Companies**

For landlords operating in a limited company structure who are borrowing against a single self-contained property, the normal minimum rental value will be 125 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate.

For houses in multiple occupation, multi-unit properties and part commercial properties, the normal minimum rental value will be 130 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate.

(b) **Individual Landlords: Basic Rate Tax Payers**

For individual landlords who are on the basic tax rate at the time of application (and are reasonably expected to remain so for the foreseeable future) and are borrowing against a single self-contained property, the normal minimum rental value will be 125 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate.

For houses in multiple occupation, multi-unit properties and part commercial properties, the normal minimum rental value will be 130 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate

(c) **Individual Landlords: Higher Rate Tax Payers**

For individual landlords who are higher or additional rate tax payers at the time of application and are borrowing against a single self-contained property, the normal minimum rental value will be 140 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate.

For houses in multiple occupation, multi-unit properties and part commercial properties, the normal minimum rental value will be 145 per cent of the associated mortgage payment when calculated on an interest only basis at the reference interest rate.

(d) **Reference Interest Rate**

The reference interest rate for fixed rate mortgages of an initial term of 5 years or more is currently the higher of 5.5 per cent or the product charging rate, but this may vary with product change or as market conditions change over time. The reference interest rate for all other mortgage products will be the higher of 5.5 per cent or the product charging rate plus 2%.

7.2 Where rental income from an investment home property is deemed insufficient to fulfil paragraph 7.1 above, evidence of income and expenditure will be required to demonstrate that there is sufficient disposable income to maintain the loan repayments. In all cases for landlords with no more than three properties upon completion of the purchase for which the current application is being made, the property rental income must be sufficient to meet 125 per cent at 5.5 per cent or the product charging rate plus 2 per cent, before the contribution of personal income. All income must be evidenced.

INSURANCE COVERAGE

The following is an overview of the various insurance contracts which are relevant to the Mortgages to be purchased by the Issuer and the activities of the Issuer and the Administrators in relation to such contracts.

Buildings Insurance

All Properties in respect of the Mortgages except those mentioned in the paragraph(s) below will be insured under the comprehensive block policy (the "**Block Policy**"), with the interests of PBG, the Issuer and the Trustee noted thereon. The Block Policy is a policy with AXA Insurance UK plc which carries on insurance business within the UK and whose address is 5 Old Broad Street, London EC2N 1AD. The premiums will be collected monthly by the relevant Administrator with the interest payments due on the Mortgages. In carrying out its role as an insurance mediator, PML is an appointed representative of Mortgage Trust Services PLC and complies with the provisions of the FCA's handbook for the sale of general insurance.

In the case of the Mortgages, where the borrower specifically requested permission to make his own insurance arrangements in relation to any Mortgage, or where such arrangements are dictated by the existence of a lease, the relevant Administrator will have taken all reasonable steps to ensure that the relevant Property is 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 relevant Seller's valuer and that the Seller has become a named insured or its interest has been noted by the insurers.

The Issuer will also have the benefit of insurance, in the name of PBG (the "**Mortgage Impairment Contingency Policy**") and together with the Block Policy, the "**Insurance Contracts**") with Chubb Insurance Company of Europe S.A., an insurance company which carries on insurance business in the UK whose registered office is at 8th Floor, 82 King Street, Manchester M2 4WQ. The Mortgage Impairment Contingency Policy indemnifies the insured for damage to Property occurring as a direct result of the inadvertent failure of the borrower to effect or renew adequate insurance cover.

The Issuer is or will become a named insured under the Mortgage Impairment Contingency Policy. The Issuer's interest in the Block Policy and Mortgage Impairment Contingency Policy insurance policies will, if the Trustee is not itself insured thereunder, be assigned to the Trustee but no notice of these assignments will be given to the insurers. Any claim under any such insurance will be made by the Administrators on behalf of the Issuer and the Trustee pursuant to the Administration Agreement.

As is customary for insurances of this type, the insurances described above are subject to exclusions and deductibles.

Other Miscellaneous Insurances

The Sellers and the Administrators have insurance which covers loss arising from negligent acts, errors or omissions and dishonesty or fraud by the insured's staff, negligence or breach of duty by its directors and officers and fraudulent interference with computer systems or data. The Issuer will be endorsed as a named insured under each of these policies, and the Trustee's interest is expected to be noted on the policies, with effect from the completion of the acquisition of the Mortgages by the Issuer and execution of the Deed of Charge.

The solicitors who acted on behalf of the Sellers in relation to the Mortgages should be covered by the professional indemnity insurance which solicitors are required to maintain by The Law Society. This insurance should (if it has been taken out) provide compensation in the event that the Sellers or the Issuer has a claim against such solicitors for negligence which is not satisfied by such solicitors out of their own resources. Licensed conveyancers who acted on behalf of the Sellers in relation to the Mortgages should be covered by a professional indemnity scheme established under the Administration of Justice Act 1985. This scheme should provide compensation in the event that the Sellers or the Issuer has a claim against such licensed conveyancers for negligence which is not satisfied by such licensed conveyancers out of their own resources.

HISTORICAL DATA RELATING TO PARAGON'S MORTGAGE BUSINESSES

The information given in the following tables relates to the mortgage business originated or acquired by the Paragon Banking Group Companies. Data for each year from the year ended September 2000 reflects the information for buy-to-let mortgages only. There has been no adjustment for the selection criteria used in compiling the Provisional Mortgage Pool and as such there can be no assurance that the experience of the Mortgages acquired by the Issuer will be similar.

Write-Off Recovery Analysis

Financial period	Average outstanding current balance £'000	Current balance write-off £'000	Bad debts recovered £'000	Net balances written off £'000	Gross New Lending £'000
6 Months to March 2023	12,609,555	2,534	0	2,534	1,018,531
Year to September 2022	12,153,176	3,107	0	3,107	1,909,593
Year to September 2021	11,469,102	9,029	0	9,029	1,612,262
Year to September 2020	10,869,154	5,454	0	5,454	1,205,103
Year to September 2019	10,410,108	7,281	0	7,281	1,481,567
Year to September 2018	9,965,686	5,799	0	5,799	1,496,564
Year to September 2017	9,640,206	6,003	0	6,003	1,399,593
Year to September 2016	9,407,677	4,337	0	4,337	1,158,816
Year to September 2015	8,899,001	8,783	0	8,783	1,325,483
Year to September 2014	8,372,473	7,999	0	7,999	656,625
Year to September 2013	8,161,455	10,471	0	10,471	359,624
Year to September 2012	8,099,831	8,823	0	8,823	188,848
Year to September 2011	8,144,326	5,937	0	5,937	132,758
Year to September 2010	8,302,531	20,025	0	20,025	14,630
Year to September 2009	8,733,371	11,184	0	11,184	25,441
Year to September 2008	9,486,378	3,334	0	3,334	907,931
Year to September 2007	8,545,543	1,601	0	1,601	4,061,871
Year to September 2006	6,083,564	1,380	0	1,380	3,038,000
Year to September 2005	4,526,555	0	0	0	1,668,000
Year to September 2004	3,527,421	0	0	0	1,637,000
Year to September 2003	1,877,434	251	34	217	997,000
Year to September 2002	1,117,315	0	0	0	890,000
Year to September 2001	763,535	0	0	0	650,000
Year to September 2000	612,246	9	5	4	487,000
Year to September 1999	512,627	9	1	8	
Year to September 1998	306,011	0	0	0	
Year to September 1997	148,071	0	0	0	
Year to September 1996	60,838	0	0	0	
Year to September 1995	13,473	0	0	0	
Year to September 1994	26	0	0	0	

- Note 1: Information contained herein for the year ended September 2000 and for subsequent years are for buy-to-let mortgages only. Prior to this date, all mortgages are included.
- Note 2: Current balance write-offs, bad debts recovered and net balances written off for year to September 1999 and year to September 2000 are for owner-occupied mortgages only. For buy-to-let mortgages, there were no current balance write offs, bad debts recovered and net balances written off for year to September 1999 and year to September 2000.
- Note 3: Prior to 2006, the policy was to write off the Mortgages when the loss was crystallised. The policy has changed such that current balance write-offs from and including September 2006 are post sale of the property and net of recoveries currently achieved but do not take into account potential recoveries from other secured properties or as a result of pursuing the personal covenant of the borrower. This change in policy means that write-offs from and including September 2006 may include amounts in respect of previous periods.
- Note 4: The Sellers' accounting policies ensure that all mortgages greater than three months in arrears in aggregate are provisioned for as required based upon the outstanding balance, potential sale proceeds and borrower payment history. When a mortgaged property has been taken into possession or the appointment of a receiver of rent, and the property has been sold, the net loss, after any disposal proceeds and insurance receipts, is provisioned for in full.
- Note 5: The information for the year to September 2019 and thereafter contains the mortgages funded in Paragon Mortgages (No. 12) PLC ("PM12"). The Paragon Banking Group Companies sold their residual interest in the PM12 Securitisation on 26 June 2019 and Paragon Banking Group Companies remain the Administrators of the PM12 mortgage assets.

Date	Total outstanding current balance £'000	Performing £'000	per cent.	>1<=3 months in arrears £'000	per cent.	>3<=6 months in arrears £'000	per cent.	>6<=9 months in arrears £'000	per cent.	>9<=12 months in arrears £'000	per cent.	>12 months in arrears £'000	per cent.	Possession/ ROR/ accounts £'000	per cent.
6 Months to March 2023.....	12,752,396	12,576,667	98.62%	62,505	0.49%	18,617	0.15%	2,858	0.02%	2,484	0.02%	4,227	0.03%	85,038	0.67%
Year to September 2022	12,466,714	12,343,567	99.01%	27,175	0.22%	7,285	0.06%	3,464	0.03%	1,535	0.01%	3,300	0.03%	80,389	0.64%
Year to September 2021.....	11,839,639	11,699,404	98.82%	20,208	0.17%	7,067	0.06%	4,320	0.04%	2,365	0.02%	3,110	0.03%	103,165	0.87%
Year to September 2020.....	11,098,565	10,947,637	98.64%	20,975	0.19%	5,337	0.05%	2,151	0.02%	2,042	0.02%	730	0.01%	119,694	1.08%
Year to September 2019.....	10,639,743	10,471,017	98.41%	27,666	0.26%	4,315	0.04%	385	0.00%	508	0.00%	865	0.01%	134,986	1.27%
Year to September 2018.....	10,180,473	9,954,207	97.78%	19,596	0.19%	1,389	0.01%	401	0.00%	585	0.01%	662	0.01%	203,634	2.00%
Year to September 2017.....	9,750,899	9,527,056	97.70%	12,588	0.13%	106	0.00%	614	0.01%	119	0.00%	393	0.00%	210,023	2.15%
Year to September 2016.....	9,529,513	9,285,382	97.44%	13,883	0.15%	1,501	0.02%	1,458	0.02%	0	0.00%	361	0.00%	226,928	2.38%
Year to September 2015.....	9,285,840	9,026,056	97.20%	9,817	0.11%	2,690	0.03%	638	0.01%	111	0.00%	1,298	0.01%	245,231	2.64%
Year to September 2014.....	8,511,870	8,236,761	96.80%	7,453	0.10%	1,665	0.00%	305	0.00%	920	0.00%	1,271	0.01%	263,495	3.10%
Year to September 2013.....	8,233,077	7,930,322	96.30%	14,637	0.20%	1,775	0.00%	897	0.00%	894	0.00%	2,345	0.03%	282,206	3.43%
Year to September 2012.....	8,089,833	7,727,280	95.50%	67,559	0.80%	1,098	0.00%	573	0.00%	221	0.00%	2,135	0.03%	290,967	3.60%
Year to September 2011.....	8,109,828	7,745,861	95.50%	64,255	0.80%	1,098	0.00%	1,493	0.00%	955	0.00%	1,953	0.02%	294,213	3.63%
Year to September 2010.....	8,178,825	7,814,195	95.50%	75,932	0.90%	6,498	0.10%	1,312	0.00%	1,214	0.00%	1,466	0.02%	278,208	3.40%
Year to September 2009.....	8,426,236	7,915,988	93.90%	148,014	1.80%	22,405	0.30%	5,021	0.10%	978	0.00%	5,643	0.07%	328,187	3.89%

<u>Date</u>	<u>Total outstanding current balance £'000</u>	<u>Performing £'000</u>	<u>per cent.</u>	<u>>1<=3 months in arrears £'000</u>	<u>per cent.</u>	<u>>3<=6 months in arrears £'000</u>	<u>per cent.</u>	<u>>6<=9 months in arrears £'000</u>	<u>per cent.</u>	<u>>9<=12 months in arrears £'000</u>	<u>per cent.</u>	<u>>12 months in arrears £'000</u>	<u>per cent.</u>	<u>Possession/ ROR accounts £'000</u>	<u>per cent.</u>
Year to September 2008.....	9,040,505	8,747,747	96.80%	127,105	1.40%	14,298	0.20%	771	0.00%	230	0.00%	1,163	0.01%	149,191	1.65%
Year to September 2007.....	9,932,250	9,824,857	98.90%	59,455	0.60%	1,541	0.00%	793	0.00%	441	0.00%	337	0.00%	44,826	0.45%
Year to September 2006.....	7,158,836	7,073,380	98.80%	37,380	0.50%	2,475	0.00%	378	0.00%	320	0.00%	186	0.00%	44,717	0.62%
Year to September 2005.....	5,008,292	4,929,376	98.40%	39,066	0.80%	4,153	0.10%	234	0.00%	228	0.00%	1,484	0.03%	33,751	0.67%
Year to September 2004.....	4,044,818	3,999,334	98.90%	24,119	0.60%	3,317	0.10%	113	0.00%	339	0.00%	1,645	0.04%	15,951	0.39%
Year to September 2003.....	3,010,023	2,990,304	99.30%	13,575	0.50%	4,257	0.10%	778	0.00%	29	0.00%	722	0.02%	358	0.01%
Year to September 2002.....	1,317,459	1,312,094	99.60%	2,398	0.20%	1,060	0.10%	684	0.10%	414	0.00%	809	0.06%	0	0.00%
Year to September 2001.....	917,171	912,024	99.40%	2,211	0.20%	2,111	0.20%	337	0.00%	325	0.00%	123	0.01%	40	0.00%
Year to September 2000.....	609,899	604,875	99.20%	3,480	0.60%	792	0.10%	109	0.00%	144	0.00%	351	0.06%	148	0.02%
Year to September 1999.....	614,593	605,106	98.50%	7,021	1.10%	1,387	0.20%	638	0.10%	182	0.00%	44	0.01%	215	0.03%
Year to September 1998.....	410,661	405,528	98.80%	4,038	1.00%	746	0.20%	62	0.00%	28	0.00%	0	0.00%	259	0.06%
Year to September 1997.....	201,360	198,439	98.50%	2,361	1.20%	396	0.20%	58	0.00%	0	0.00%	0	0.00%	106	0.05%
Year to September 1996.....	94,781	93,987	99.20%	794	0.80%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Year to September 1995.....	26,894	26,894	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Year to September 1994.....	51	51	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

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- Note 1: Information contained herein for the year ended September 2000 and for subsequent years are for buy-to-let mortgages only; prior to that date all mortgages are included.
- Note 2: Information contained herein for the year ended September 2004 and for subsequent years indicate receiver of rent with possessions; prior to that date, such figures are not available.
- Note 3: Part redeemed balances are included in "Possession/ROR Accounts" category up until September 2018. From September 2019 onwards, these balances have been accounted for as losses and removed from this category.

THE PROVISIONAL MORTGAGE POOL

The provisional mortgage pool, evidenced by the mortgages described below (the "**Provisional Mortgage Pool**") as at 31 May 2023 (the "**Provisional Pool Date**") consisted of 4,276 Mortgages having a Provisional Balance (as defined below) of £918,647,678.64.

The Provisional Balance includes amounts which had accrued and become due and payable but which remained unpaid and excludes any accrued interest thereon (the "**Provisional Balance**").

The Mortgages to be purchased by the Issuer on the Closing Date will be Mortgages selected from the Provisional Mortgage Pool. Therefore the information set out below in relation to the Provisional Mortgage Pool may not necessarily correspond to that for the Mortgages sold to the Issuer (see "*The Mortgages – Acquisition of Mortgages*" above).

All of the Mortgages forming part of the Provisional Mortgage Pool were originated between 2011 and 2023.

All of the Mortgages to be purchased by the Issuer will have had original maturities of no more than 30 years, with the latest scheduled maturity of any mortgage loan in the Provisional Mortgage Pool being not later than 30 November 2053.

The following tables give further information about the Provisional Mortgage Pool as at the Provisional Pool Date. All percentages have been taken to two decimal places:

Overview of the Provisional Mortgage Pool

Product	Overall
Aggregate Provisional Balance	918,647,678.64
Number of Properties	4,276
Weighted Average LTV	69.44%
Minimum LTV	1.05%
Maximum LTV	81.95%
Weighted Average Seasoning (years).....	2.86
Minimum Seasoning (years).....	0.05
Maximum Seasoning (years).....	12.40
Average Loan Size	214,838.09
Minimum Loan Size	1,000.00
Maximum Loan Size	2,276,575.00
Weighted Average Remaining Term (years).....	18.77
Minimum Remaining Term	1.08
Maximum Remaining Term	25.00
% Professional Landlords.....	78.87%
% Private Investor Landlords	21.13%
% of Owner Occupied	0.00%
% Corporate Landlords	58.13%
% in London and South East	50.65%
Weighted Average Rental Cover (calculated at the origination date).....	181.83%
Paragon Bank assets	71.00%
PM2010 assets.....	29.00%

Loan to value ratios (LTV)

Loan to value ratios (%)	Provisional balance £	% of total	Number of mortgages	% of total
> 0 <= 25	2,030,788.84	0.22%	28	0.65%
> 25 <= 50	53,921,293.34	5.87%	276	6.45%
> 50 <= 55	34,038,752.21	3.71%	172	4.02%
> 55 <= 60	42,548,884.57	4.63%	233	5.45%
> 60 <= 65	70,340,204.25	7.66%	354	8.28%
> 65 <= 70	119,078,262.90	12.96%	456	10.66%
> 70 <= 75	206,357,685.26	22.46%	778	18.19%
> 75 <= 76	118,778,551.22	12.93%	530	12.39%
> 76 <= 77	174,897,354.74	19.04%	865	20.23%
> 77 <= 78	52,616,236.96	5.73%	319	7.46%
> 78 <= 79	14,383,055.48	1.57%	96	2.25%
> 79 <= 80	19,560,695.19	2.13%	86	2.01%
> 80 <= 81	5,956,318.74	0.65%	50	1.17%
> 81 <= 82	4,139,594.94	0.45%	33	0.77%

<u>Loan to value ratios (%)</u>	<u>Provisional balance £</u>	<u>% of total</u>	<u>Number of mortgages</u>	<u>% of total</u>
> 82.....	-	0.00%	-	0.00%
Total	<u>918,647,678.64</u>	100.00%	<u>4,276</u>	100.00%
Average LTV weighted by Provisional Balance.....			69.44%	

Average LTV Weighted by Provisional Balance

The average loan to value (the "LTV") weighted by Provisional Balance is 69.44 per cent. There has been no revaluation of any of the Properties for the purposes of the issue of the Notes. The information contained in this loan-to-value ratio table has been prepared using either the valuations of each of the Properties made available to the Sellers as at the date of the initial mortgage origination or, where a more recent valuation (which in a majority of cases will have been carried out in connection with a borrower's request for a Discretionary Further Advance of a Property) has been made available to the Sellers before the Provisional Pool Date, this more recent valuation.

Product Summary by Rate Fixing Method

<u>Product</u>	<u>Provisional balance £</u>	<u>% of total</u>	<u>Number of mortgages</u>	<u>% of total</u>
Fixed (reverting to SVR).....	767,878,567.18	83.59%	3,498	81.81%
SVR.....	150,769,111.46	16.41%	778	18.19%
Total	<u>918,647,678.64</u>	100.00%	<u>4,276</u>	100.00%

Product Summary by Repayment Method

<u>Repayment method</u>	<u>Provisional balance £</u>	<u>% of total</u>	<u>Number of mortgages</u>	<u>% of total</u>
Interest only (optional switching to repayment).....	874,743,217.92	95.22%	3,923	91.74%
Repayment.....	43,904,460.72	4.78%	353	8.26%
Total	<u>918,647,678.64</u>	100.00%	<u>4,276</u>	100.00%

Provisional Balance Outstanding

<u>Provisional Balance Outstanding (£)</u>	<u>Provisional balance £</u>	<u>% of total</u>	<u>Number of mortgages</u>	<u>% of total</u>
0.00 to 100,000.....	87,135,271.05	9.49%	1,152	26.94%
100,000.01 to 200,000.....	198,091,170.44	21.56%	1,387	32.44%
200,000.01 to 300,000.....	197,521,801.69	21.50%	804	18.80%
300,000.01 to 400,000.....	156,382,823.59	17.02%	456	10.66%
400,000.01 to 500,000.....	98,415,409.30	10.71%	222	5.19%
500,000.01 to 750,000.....	109,819,855.32	11.95%	186	4.35%
750,000.01 to 1,000,000.....	36,850,936.09	4.01%	43	1.01%
1,000,000.01 to 1,250,000.....	13,827,909.55	1.51%	13	0.30%
1,250,000.01 to 1,500,000.....	7,956,195.00	0.87%	6	0.14%
1,500,000.01 to 1,750,000.....	8,181,294.11	0.89%	5	0.12%
1,750,000.01 to 2,000,000.....	-	0.00%	-	0.00%
Over 2,000,000.....	4,465,012.50	0.49%	2	0.05%
Total	<u>918,647,678.64</u>	100.00%	<u>4,276</u>	100.00%
Average Loan Size.....	214,838.09			

Property Tenure

<u>Tenure</u>	<u>Provisional balance £</u>	<u>% of total</u>	<u>Number of mortgages</u>	<u>% of total</u>
Freehold.....	726,967,350.71	79.13%	3,109	72.71%
Leasehold.....	191,680,327.93	20.87%	1,167	27.29%
Feudal.....	-	0.00%	-	0.00%
Total	<u>918,647,678.64</u>	100.00%	<u>4,276</u>	100.00%

Seasoning of Mortgages by Year

Origination year	Provisional balance £	% of total	Number of mortgages	% of total
2011	8,417,790.95	0.92%	63	1.47%
2012	2,288,607.97	0.25%	17	0.40%
2013	27,143,071.68	2.95%	220	5.14%
2014	41,008,309.63	4.46%	265	6.20%
2015	82,477,266.05	8.98%	501	11.72%
2016	53,443,875.81	5.82%	300	7.02%
2017	107,899,373.21	11.75%	533	12.46%
2018	376,820.04	0.04%	3	0.07%
2019	-	0.00%	-	0.00%
2020	-	0.00%	-	0.00%
2021	-	0.00%	-	0.00%
2022	191,906,191.66	20.89%	540	12.63%
2023	403,686,371.64	43.94%	1,834	42.89%
Total	918,647,678.64	100.00%	4,276	100.00%
Weighted average seasoning (months)			34.29	

Maturity of Mortgages

Remaining term (years)	Provisional balance £	% of total	Number of mortgages	% of total
> 0 < 5	25,900,820.97	2.82%	152	3.55%
>= 5 < 10	79,452,409.61	8.65%	426	9.96%
>= 10 < 15	136,360,265.36	14.84%	714	16.70%
>= 15 < 20	301,050,297.30	32.77%	1,499	35.06%
>= 20 < 25	375,025,932.89	40.82%	1,484	34.71%
>= 25 < 30	857,952.51	0.09%	1	0.02%
>= 30	-	0.00%	-	0.00%
Total	918,647,678.64	100.00%	4,276	100.00%
Weighted average remaining term to maturity (years)			18.77	

Loan Purpose

Use of proceeds	Provisional balance £	% of total	Number of mortgages	% of total
House / Flat purchase	302,596,771.54	32.94%	1,671	39.08%
Remortgage	616,050,907.10	67.06%	2,605	60.92%
Total	918,647,678.64	100.00%	4,276	100.00%

Geographical Dispersion

Region	Provisional balance £	% of total	Number of mortgages	% of total	Weighted Average Loan to Value
North	42,903,752.59	4.67%	230	5.38%	70.90%
North West	93,836,482.68	10.21%	646	15.11%	71.22%
Yorkshire & Humberside	47,680,006.75	5.19%	367	8.58%	70.91%
East Midlands	60,268,660.83	6.56%	369	8.63%	71.23%
West Midlands	72,690,771.16	7.91%	372	8.70%	70.98%
East Anglia	26,319,430.20	2.87%	146	3.41%	70.09%
South East (excl. GL)	285,182,673.57	31.04%	1,112	26.01%	69.60%
South West	82,476,388.96	8.98%	373	8.72%	69.84%
Greater London	180,151,770.04	19.61%	454	10.62%	65.80%
Wales	27,137,741.86	2.95%	207	4.84%	70.97%
Scotland	-	0.00%	-	0.00%	0.00%
Northern Ireland	-	0.00%	-	0.00%	0.00%
Total	918,647,678.64	100.00%	4,276	100.00%	69.44%

Interest Charging Rate

Interest rate bands	Provisional balance £	% of total	Number of mortgages	% of total
less than 2.01%	-	0.00%	-	0.00%
2.01% to 2.50%	-	0.00%	-	0.00%

Interest rate bands	Provisional balance £	% of total	Number of mortgages	% of total
2.51% to 3.00%	10,479,124.47	1.14%	36	0.84%
3.01% to 3.50%	153,148,639.08	16.67%	744	17.40%
3.51% to 4.00%	183,842,461.60	20.01%	920	21.52%
4.01% to 4.50%	183,613,048.93	19.99%	708	16.56%
4.51% to 5.00%	87,366,318.08	9.51%	421	9.85%
5.01% to 5.50%	162,889,775.93	17.73%	762	17.82%
5.51% to 6.00%	124,980,215.76	13.60%	621	14.52%
6.01% to 6.50%	6,284,470.12	0.68%	36	0.84%
6.51% to 7.00%	-	0.00%	-	0.00%
7.01% to 7.50%	-	0.00%	-	0.00%
7.51% to 8.00%	4,363,963.65	0.48%	18	0.42%
more than 8.00%	1,679,661.02	0.18%	10	0.23%
Total	918,647,678.64	100.00%	4,276	100.00%
Weighted average interest charging rate.....			4.470%	

Number of Months in Arrears - Overall

Number of months	Provisional balance £	% of total	Number of mortgages	% of total
up to 1	918,647,678.64	100.00%	4,276	100.00%
> 1 <= 2	-	0.00%	-	0.00%
> 2 <= 3	-	0.00%	-	0.00%
> 3 <= 4	-	0.00%	-	0.00%
> 4 <= 5	-	0.00%	-	0.00%
> 5 <= 6	-	0.00%	-	0.00%
> 6 <= 12	-	0.00%	-	0.00%
more than 12	-	0.00%	-	0.00%
Total	918,647,678.64	100.00%	4,276	100.00%
Weighted average no. of months in arrears (for arrears cases)			-	

Occupancy

Occupancy	Provisional balance £	% of total	Number of mortgages	% of total
Owner occupied	-	0.00%	-	0.00%
Letting – professional.....	724,532,053.58	78.87%	3,318	77.60%
Letting - emerging professional.....	194,115,625.06	21.13%	958	22.40%
Total	918,647,678.64	100.00%	4,276	100.00%

Letting Occupancy

Letting type	Provisional balance £	% of total	Number of mortgages	% of total
Corporate	534,001,521.24	58.13%	2,383	55.73%
Non-Corporate	384,646,157.40	41.87%	1,893	44.27%
Total	918,647,678.64	100.00%	4,276	100.00%

MORTGAGE ADMINISTRATION

Introduction

Each of PML and Paragon Bank will be appointed by each of the Issuer and (to the extent of its interest as a sub-chargee) the Trustee to be its agent to administer the Mortgages to which it holds legal title pursuant to an administration agreement to be entered into on the Closing Date (the "**Administration Agreement**"). It is expected that PML and Paragon Bank each will sub-contract its obligations as Administrator to PFPLC following the Closing Date.

PFPLC is a public limited company incorporated under the laws of England, registered number 1917566 and is an indirect wholly owned subsidiary of PBG. The registered office of PFPLC is 51 Homer Road, Solihull, West Midlands, B91 3QJ. PFPLC was incorporated on 29 May 1985 as Jordans 274 Public Limited Company and on 25 June 1985 changed its name to The Home Loans Corporation plc and on 29 August 1985 changed its name to The National Home Loans Corporation plc and on 7 April 1997 changed its name to Paragon Finance PLC. PFPLC's principal activity is that of providing services to the Paragon Banking Group Companies including in particular servicing mortgage loans on residential properties located across the United Kingdom. PFPLC is a direct subsidiary of Paragon Bank PLC.

The Administrators will each administer the relevant Mortgages with the diligence and skill that a reasonably prudent mortgage lender would apply in administering its own mortgages subject to the provisions of the Administration Agreement. The Administrators will each undertake that they will comply with any proper directions, orders and instructions which the Issuer or the Trustee may from time to time give to the Administrators in accordance with the provisions of the Administration Agreement. Save as provided therein, the Administration Agreement will be conditional upon completion of the sale and purchase of Mortgages referred to in the Mortgage Sale Agreement taking place. Subject to certain conditions, either of the Administrators' appointments can be terminated by the Issuer or the Trustee if an Administrator Termination Event has occurred, which includes a breach by that Administrator of the terms of the Administration Agreement which, in the opinion of the Trustee is materially prejudicial to the interests of the holders of the Most Senior Class of Notes or non-payment of amounts due and payable by the relevant Administrator, non-payment by the Issuer of principal or interest on the Notes as a result of an Administrator failing to comply with its covenants, or the insolvency of either of the Administrators, provided in each case that if the relevant event has occurred in relation to only one of the Administrators (and in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (a) to (c) (inclusive) of the definition thereof, only during the period in which PML and Paragon Bank are the providers of the services under the Administration Agreement), (x) the event shall (in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (c), (d) or (e) of the definition thereof) be deemed to be remedied, (y) (in the case of any Administrator Termination Event) for all purposes under the Relevant Documents no Administrator Termination Event shall have occurred and, for the avoidance of doubt, any termination of the Administrators that occurs with immediate effect on the occurrence of an Administrator Termination Event shall be deemed not to have occurred and (z) the event shall (in the case of any Administrator Termination Event) entitle the appointing of the defaulting Administrator only to be terminated, if the non-defaulting Administrator (in its absolute discretion) gives notice to the Trustee, the Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event and the non-defaulting Administrator takes over all the rights and obligations under the Relevant Documents of the relevant Administrator in relation to which the relevant event occurred (**provided that** in the case of the relevant event being an Administrator Termination Event under limbs (a), (b), (d) or (e) of the definition thereof, the non-defaulting Administrator has remedied the relevant event prior to giving such notice and the non-defaulting Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability).

PML has undertaken to the Issuer that it, on behalf of the Issuer (as the designated entity under Article 7(2) of the Securitisation Regulation), shall use all reasonable efforts to provide the information to the competent authorities, to Noteholders and (upon request) to potential investors as required by Article 7(1) of the UK Securitisation Regulation in a manner consistent with Article 7(2) of the UK Securitisation Regulation and as required by Article 7(1) of the EU Securitisation Regulation in a manner consistent with Article 7(2) of the EU Securitisation Regulation (as at the Closing Date), in each case subject always to any requirement of law, and **provided that**, (i) PML will not be in breach of such undertaking if PML fails to so comply due to events, actions or circumstances beyond PML's control; and (ii) PML is only required to do so to the extent that the retention and disclosure requirements under Articles 6 and 7 of the UK Securitisation Regulation and Articles 6 and 7 of the EU Securitisation Regulation remain in effect.

Paragon Bank has covenanted under the Risk Retention Deed of Covenant to the Issuer and the Trustee (on behalf of itself and the Noteholders) that it will, at all relevant times comply with the obligations of Article 7(1)(e)(iii) of the UK Securitisation Regulation and Article 7(1)(e)(iii) of the EU Securitisation Regulation by confirming the risk retention of Paragon Bank as contemplated by Article 6(3)(a) of the UK Securitisation Regulation and by Article 6(3)(a) of the EU Securitisation Regulation, as applicable.

Mortgage Interest Rate

After completion of the sale and purchase of the Mortgages referred to in the Mortgage Sale Agreement and pursuant to the Administration Agreement, each Administrator (on behalf of the Sellers and the relevant Legal Title Holder, the Issuer and (to the extent of its interest as sub-chargee) the Trustee) will set or calculate the rates of interest applicable to the Mortgages administered by it in accordance with the Mortgage Conditions (except in the case of Fixed Rate Mortgages) except in certain limited circumstances when the Trustee or the Issuer or a substitute administrator will be entitled (but not obliged, in the case of the Trustee) to do so.

Interest in relation to the Mortgages is calculated on the basis of the amount owing by a borrower immediately after the initial advance or on the last day of the preceding calendar quarter (adjusted in respect of further advances and/or principal payments).

In setting the interest rates on the Mortgages, the Administrators will have regard to the rates of interest on the Notes but as to the interrelation between the interest rates on the Mortgages and the rate of interest on the Notes, see "*Mortgage Margin Reserve Fund and Conversion Margin Reserve Fund*" below.

Mortgage Margin Reserve Fund and Conversion Margin Reserve Fund

On each Further Sale Date, PML as Administrator will determine the Additional Mortgage MRF Required Amount in respect of the Additional Mortgages to be acquired by the Issuer from the Sellers on such Further Sale Date. It is an Additional Mortgage Condition that either: (x) where the weighted average interest rate applicable to the Current Balance of all Mortgages in the Mortgage Portfolio (including any Additional Mortgages acquired on such Further Sale Date) after taking into account any Basis Hedge Agreements and the Interest Rate Converted Mortgage Release Amounts expected on the immediately following Interest Payment Date is less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent. or (y) if such weighted average interest rate is less than Compounded Daily SONIA (or the Alternative Base Rate) plus 2.5 per cent, the amount standing to the credit of the Mortgage Margin Reserve Fund on such Further Sale Date is equal to or greater than the Adjusted Mortgage MRF Required Amount.

On each Interest Payment Date, PML as Administrator will (a) determine the expected aggregate Additional Mortgage MRF Required Amounts for the current Collection Period and shall credit the Mortgage MRF Discretionary Amount to the Mortgage MRF Discretionary Fund to the extent received pursuant to the Revenue Priority of Payments and (b) debit from the Mortgage Margin Reserve Fund Ledger and credit to the Revenue Ledger the Quarterly MRF Release Amount applicable to the Mortgages for the Collection Period ending on the immediately preceding Principal Determination Date. Please see the section above entitled "*Key Structural Features – Credit Enhancement and Liquidity Support – Liquidity support provided by the Mortgage Margin Reserve Fund*".

The relevant Administrator shall, on the last Business Day of each month identify each Proposed Interest Rate Converted Mortgage. On each Interest Payment Date, PML as Administrator may credit the Conversion MRF Discretionary Fund with the Conversion MRF Discretionary Amount from the Revenue Ledger in order to credit the Conversion Margin Reserve Fund Ledger for the Proposed Interest Rate Converted Mortgage from the Conversion MRF Discretionary Fund Ledger on each Interest Payment Date, the relevant Administrator will credit to the Revenue Ledger the aggregate of the Interest Rate Converted Mortgage Release Amounts applicable to each Interest Rate Converted Mortgage on the immediately preceding Principal Determination Date. Please see the section above entitled "*Key Structural Features – Credit Enhancement and Liquidity Support – Liquidity support provided by Conversion Margin Reserve Fund*".

Payments from Borrowers

All direct debit payments made by borrowers under the Mortgages and all other moneys paid in respect of the Mortgages purchased by the Issuer (including cheque payments and redemption moneys and moneys

recovered on the sale of the Properties following enforcement of any Mortgage) will generally be paid first into the Collection Accounts and then will be transferred on not later than the next following Business Day, or as soon as practicable thereafter, to the Transaction Account.

Under the "**PML Collection Account Declaration of Trust**", PML will declare that all direct debit payments made by borrowers under the Mortgages and all redemption moneys, cheque payments and moneys recovered on the sale of the relevant Properties following enforcement of any Mortgages and certain other sums in respect of the Mortgages which are credited to the PML Collection Account are held on trust for the Issuer until they are applied in the manner described above. The PML Collection Account Declaration of Trust is and will be supplemental to, additional to and subject to each other declaration of trust made or to be made from time to time by PML in respect of amounts credited from time to time to the PML Collection Account which are not held on trust for the Issuer pursuant to the PML Collection Account Declaration of Trust.

Under the "**PB Collection Account Declaration of Trust**" (together with the PML Collection Account Declaration of Trust, the "**Collection Account Declarations of Trust**"), Paragon Bank will declare that all direct debit payments made by borrowers under the Mortgages and all redemption moneys, cheque payments and moneys recovered on the sale of the relevant Properties following enforcement of any Mortgages and certain other sums in respect of the Mortgages which are credited to the PB Collection Account are held on trust for the Issuer until they are applied in the manner described above. The PB Collection Account Declaration of Trust is and will be supplemental to, additional to and subject to each other declaration of trust made or to be made from time to time by Paragon Bank in respect of amounts credited from time to time to the PB Collection Account which are not held on trust for the Issuer pursuant to the PB Collection Account Declaration of Trust.

The Collection Accounts shall at all times be maintained with a bank (a) (i) with a short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F2 or (ii) has a long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch of at least BBB; and (b) whose long-term, unsecured and unsubordinated debt is rated at least Baa3 by Moody's or such ratings which are consistent with the then current criteria of Moody's as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes. If the relevant bank ceases to satisfy the criteria mentioned above, the Administration Agreement will contain provisions requiring the Administrators and the Issuer to use commercially reasonable efforts to arrange for the transfer of the Collection Accounts to another bank which does satisfy such criteria within 60 calendar days of such occurrence (or such longer period as may be agreed to by the Trustee). If the Collection Accounts are transferred to another bank which satisfies such criteria (a) the Administrators shall arrange for all direct debit payments made by borrowers under the Mortgages and all other moneys in respect of the Mortgages purchased by the Issuer (including cheque payments, redemption moneys and moneys recovered on the sale of the Properties following enforcement of any Mortgage) to be made or paid into the new Collection Account and (b) the Sellers shall execute a declaration of trust in the same terms, *mutatis mutandis*, as the Collection Account Declarations of Trust in respect of such new Collection Account.

PML as Administrator and/or any Seller may at any time transfer the Transaction Account to Citibank, N.A., London Branch or Barclays Bank PLC without the consent of the Trustee or any other party **provided that** at such time Citibank, N.A., London Branch or Barclays Bank PLC (i) has a short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F1 or (ii) has a long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch of at least A; and whose long-term, unsecured and unguaranteed debt is rated at least A3 by Moody's; or Citibank, N.A., London Branch or Barclays Bank PLC has at such time such other ratings as are consistent with the then current criteria of the relevant Rating Agencies as being the minimum ratings required to support the then current ratings of the Most Senior Class of Rated Notes.

The Administrators and/or the Sellers may at any time transfer the PML Collection Account to HSBC Bank plc or the PB Collection Account to HSBC Bank plc or Barclays Bank PLC without the consent of the Trustee or any other party **provided that** at such time HSBC Bank plc or Barclays Bank PLC (i) has a short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F2 or (ii) a long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch of at least BBB; and whose long-term, unsecured and unguaranteed debt is rated at least Baa3 by Moody's; or HSBC Bank plc has at such time such other ratings as are consistent with the then current criteria of Moody's as being the minimum ratings required to support the then current ratings of the Most Senior Class of Rated Notes.

Upon the transfer of the Transaction Account to Citibank, N.A., London Branch or Barclays Bank PLC, PML as Administrator will procure that (i) at the time the transfer is effective, the new account is charged to the Trustee in the same manner as the Transaction Account is charged to the Trustee pursuant to the Deed of Charge and b Citibank, N.A., London Branch or Barclays Bank PLC shall be requested to acknowledge receipt of notice of such charge; (ii) the provisions of the Administration Agreement relating to the ratings and transfer of the Transaction Account shall apply to such new bank account; (iii) the provisions of the Deed of Charge and the Administration Agreement relating to payments from the Transaction Account shall apply to such new bank account; and (iv) the arrangements for operation of such bank account shall be the same as in relation to the Transaction Account and PML as Administrator shall notify the Trustee of such transfer as soon as practicable and deliver to the Trustee a certificate confirming that conditions (i) to (iv) have been met as soon as reasonably practicable following the completion thereof.

Upon the transfer of the PML Collection Account to HSBC Bank plc or the PB Collection Account to HSBC Bank plc or Barclays Bank PLC, the Administrators will notify the Trustee of such transfer as soon as reasonably practicable and procure that (a) all direct debit payments made by the borrowers under the Mortgages and all other moneys paid in respect of the Mortgages purchased by the Issuer (including cheque payments, redemption moneys and moneys recovered on the sale of Properties following enforcement of any Mortgage) are made or paid into the new PML Collection Account or the new PB Collection Account (as the case may be); (b) the Sellers executes a declaration of trust in the same terms, *mutatis mutandis*, as the Collection Account Declaration of Trust in respect of such new PML Collection Account or the new PB Collection Account Declaration of Trust in respect of the PB Collection Account; and (c) (i) notice is given to HSBC Bank plc or Barclays Bank plc (as the case may be) of the new declarations of trust executed pursuant to (b) above and the assignment of the rights of the Issuer under such declarations of trust; (ii) the Trustee is provided with a copy of such notice and a copy of the new declarations of trust and the Administrators shall deliver to the Trustee a certificate confirming that conditions (a) to (c) have been met as soon as reasonably practicable following the completion thereof.

Arrears and Default Procedures

Each Administrator will endeavour to collect all payments due under or in connection with the Mortgages administered by it in accordance with its procedures from time to time having regard to the circumstances of the borrower in each case (but always acting as a reasonably prudent mortgage lender). The procedures may include one or more of appointing a receiver of rent, making arrangements whereby a borrower's payments may be varied, pursuing (including taking legal action against) one or more guarantors of the sums owing under the Mortgage, sale of the relevant Property with sitting tenants as an investment and taking legal action for possession and subsequent sale of the relevant Property with vacant possession.

Where appointed, a receiver of rent is deemed to be the agent of the borrower and must collect any rents payable in respect of the Property and apply them (after payment of certain statutorily prescribed outgoings) in payment of any interest and arrears accruing under the Mortgage and thereafter any surplus shall either be applied in discharge of principal if required by the lender, or paid to the borrower.

In order to realise its security in respect of a property located in England or Wales, the relevant mortgagee (be it a Legal Title Holder, the Issuer, the Trustee or any receiver appointed by the Trustee (if the Trustee has taken enforcement action against the Issuer)) will need to obtain possession. Any action for possession of a Property the subject of a letting would include a claim not only against any tenants but also against the borrower to assist in defeating any subsequent attempt by the borrower to assert a right of occupation. In broad terms, a lender has the same (but no better) rights against a tenant (for example, to regain possession) as are enjoyed by the borrower as landlord. Where the tenant is an individual, he will, as an assured shorthold tenant, have a limited right to security of tenure in that although an order for possession must be made against the tenant (provided, in certain cases, prescribed notices have been served) it cannot take effect earlier than six months after the beginning of the tenancy in the case of a periodic tenancy, or, in the case of a fixed term tenancy, before the expiry of the fixed term unless the tenant fails to keep to the provisions of the tenancy agreement. Where the tenant is other than an individual, an order for possession cannot take effect before the expiry of the fixed term unless the tenant fails to keep to the provisions of the tenancy agreement. The borrower is permitted to grant a fixed term tenancy of up to 36 months **provided that** where the term exceeds 12 months the tenancy agreement provides for the borrower (and any receiver acting as the borrower's agent) to terminate the fixed term upon any lender who has taken the Property as security having the right to exercise its power of sale.

Once possession of the property has been obtained, the relevant mortgagee has a duty to the borrower to take reasonable care to obtain the best price reasonably obtainable at the time for the property. Any failure to do so will put the relevant mortgagee at risk of an action for breach of such duty by the borrower, although it is for the borrower to prove breach of such duty. There is also a risk that a borrower may also take court action to force the relevant mortgagee to sell the property within a reasonable time. The net proceeds of sale of the Property (after payment of the costs and expenses of the sale) would be applied against the sums owing from the borrower to the extent necessary to discharge the Mortgage.

Whether the lender adopts one or more of the actions described above will depend upon a number of considerations including the existence of guarantors, the existence of tenants within the Property and their propensity to pay rent, the ratio of rent received to monthly instalments due under the Mortgage, the security of tenure enjoyed by any tenants and the anticipated net receipts from a sale of the Property with vacant possession or with sitting tenants.

Where the funds arising from application of the above procedures are insufficient to pay all amounts owing in respect of a Mortgage, such funds will be applied first in paying interest and costs, and secondly in paying principal owing in respect of such Mortgage. If an amount is still outstanding (the "**outstanding amount**") in respect of the Mortgage, a provision will be made for the outstanding amount (to the extent that it represents principal owing in respect of a Mortgage) in the Principal Deficiency Ledger, forming part of the Issuer's accounts, although circumstances may arise in which this provision is subsequently reduced.

Cross-collateral Mortgages and Cross-collateral Rights

The conditions of each of the Mortgages (each a "**Cross-collateral Mortgage**") provide, among other things, some "**Cross-collateral Rights**" which allow the relevant mortgagee of any such Cross-collateral Mortgage:

- (i) to declare immediately due and repayable each liability secured by that Cross-collateral Mortgage and to exercise the statutory power of sale under that Cross-collateral Mortgage if and when the mortgagee of any other Cross-collateral Mortgage in the name of the same mortgagor is entitled to declare immediately due and repayable any liability secured by that other Cross-collateral Mortgage; and
- (ii) to apply the proceeds of enforcement under the Cross-collateral Mortgages of the relevant mortgagor against all liabilities secured by the Cross-collateral Mortgages.

At or about the Closing Date the Issuer and the Trustee will enter into a "**PML Cross-collateral Mortgage Rights Accession Deed**" pursuant to which the Issuer shall become a party to a deed (being, together with the PML Cross-Collateral Mortgage Rights Accession Deed, the "**PML Cross-collateral Mortgage Rights Deed**") entered into by the Trustee and the Issuer to regulate the respective rights between each person who as the date of this Prospectus has or may have a beneficial and/or legal interest in any Mortgage that is a Cross-collateral Mortgage originated by PML that includes Cross-collateral Rights which may apply to one or more of the Mortgages.

In addition, at or about the Closing Date the Issuer and the Trustee will enter into the "**Paragon Bank Cross-collateral Mortgage Rights Accession Deed**" pursuant to which the Issuer shall become a party to a deed (being, together with the Paragon Bank Cross-collateral Mortgage Rights Accession Deed, the "**Paragon Bank Cross-collateral Mortgage Rights Deed**") entered into by the Trustee and the Issuer to regulate the respective rights between each person who as the date of this Prospectus has or may have a beneficial and/or legal interest in any Mortgage that is a Cross-collateral Mortgage originated by Paragon Bank that is a Cross-collateral Mortgage that includes Cross-collateral Rights which may apply to one or more of the Mortgages (together with the PML Cross-collateral Mortgage Rights Deed, the "**Cross-collateral Mortgage Rights Deeds**").

The Cross-collateral Mortgage Rights Deeds seek to provide that each party thereto who is a beneficial owner of a Cross-collateral Mortgage (which, upon it becoming a party to the Cross-collateral Mortgage Rights Deeds, will include the Issuer) or has legal title to a Cross-collateral Mortgage: (i) shall only have Cross-collateral Rights in respect of Cross-collateral Mortgages that it beneficially owns; (ii) waives all rights to exercise Cross-collateral Rights in respect of other Cross-collateral Mortgages which are not beneficially owned by it; (iii) waives all rights to take any action or proceedings against any other beneficial owner of Cross-collateral Mortgages to exercise the Cross-collateral Rights of that other beneficial owner;

(iv) waives any rights to the proceeds of enforcement of Cross-collateral Mortgages not beneficially owned by it; and (v) agrees that if it enforces a Cross-collateral Mortgage in respect of which Cross-collateral Rights attach, the proceeds of such enforcement after deduction of all related costs and expenses shall be applied by or on behalf of it in respect of the Cross-collateral Mortgages beneficially owned by it firstly to repay all amounts owing by the mortgagee under the enforced Cross-collateral Mortgage beneficially owned by it in accordance with the applicable Mortgage Conditions and, secondly, to the extent there are additional proceeds of enforcement, apply such proceeds in accordance with the approach of a reasonable, prudent mortgage lender.

Further Advances

Each further advance (each a "**Further Advance**") made on behalf of the Issuer in relation to the Mortgages will be either a Mandatory Further Advance or a Discretionary Further Advance (each as defined below).

In this Prospectus:

"**Mandatory Further Advance**" means each further advance in respect of a Mortgage representing any part of the original advance retained pending completion of construction or refurbishment.

"**Discretionary Further Advance**" means each further advance in respect of a Mortgage other than a Mandatory Further Advance.

Mandatory Further Advances

Mandatory Further Advances are only required to be made to borrowers for the purpose of advancing any part of the original advance which was retained pending completion of construction or refurbishment.

In all cases where a Mandatory Further Advance in respect of a Mortgage is to be made, the Issuer expects to fund such Mandatory Further Advance firstly from amounts standing to the credit of the MFA Pre-Funding Reserve Ledger and secondly from the principal moneys then held by it referred to in item (i) of the Principal Priority of Payments or item (i)(b) of the Enforcement Priority of Payments.

On the Closing Date it is expected that the Issuer will credit an amount equal to 0.08% of the Initial Principal Amount of the Notes to the MFA Pre-Funding Reserve Ledger of the Transaction Account.

To the extent the MFA Pre-Funding Reserve Ledger Release Date has not occurred, PML as Administrator may be required in certain circumstances, to debit, on or before the Principal Determination Dates relating to the Interest Payment Dates falling in each of December 2023, December 2024, December 2025 and December 2026, amounts from the MFA Pre-Funding Reserve Ledger and credit such amounts to the Principal Ledger. Such amounts shall then be applied to purchase Mandatory Further Advances or Additional Mortgages on or before the immediately following Interest Payment Date or as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date.

The outstanding credit balance of the MFA Pre-Funding Reserve Ledger (if any) shall be debited from the MFA Pre-Funding Reserve Ledger and credited to the Principal Ledger on the earlier of (x) the Principal Determination Date immediately preceding any Interest Payment Date from the Closing Date to (and excluding) the Step-Up Date so designated by PML as Administrator (the "**MFA Pre-Funding Reserve Ledger Release Date**") and (y) the Principal Determination Date immediately preceding the Step-Up Date. Following the crediting of such amounts to the Principal Ledger, such amounts shall be applied as Available Redemption Funds in repayment of the Notes on the immediately following Interest Payment Date.

Discretionary Further Advances

Each Further Advance in respect of a Mortgage which is not a Mandatory Further Advance will be a Discretionary Further Advance. At its discretion PML as Administrator on behalf of the Issuer may decide to make a Discretionary Further Advance on the security of the Property subject to the Mortgage on the request of a borrower **provided that** certain conditions in the Administration Agreement are satisfied and **provided further that** (among other things):

- (i) there is a balance of zero on the Principal Deficiency Ledger on the immediately preceding Interest Payment Date;

- (ii) the General Reserve Fund is at least equal to the General Reserve Fund Required Amount on the immediately preceding Interest Payment Date (or, to the extent that it is not, before any such Discretionary Further Advance is made, a drawing is made under the Class S VFN in an amount which, when credited to the General Reserve Fund Ledger, is sufficient to replenish the General Reserve Fund to the General Reserve Fund Required Amount);
- (iii) any such Discretionary Further Advance may only be made if it is secured on the relevant Property owned by the borrower but subject to the Mortgage;
- (iv) at the last Principal Determination Date, the Current Balance of Mortgages which are more than three months in arrears in aggregate is less than 3 per cent. of the then Current Balances of all of the Mortgages (and for these purposes a Mortgage will be more than three months in arrears at any time if at such time amounts totalling in aggregate more than three times the then current monthly payment due from the borrower under such Mortgage have not been paid and/or have been capitalised within the 12 months immediately preceding such time);
- (v) neither the relevant Legal Title Holder nor the relevant Administrator has received notice that the relevant Borrower was or is in breach of the relevant Mortgage Conditions;
- (vi) on the immediately preceding Principal Determination Date, the weighted average Current LTV Ratio did not exceed 75 per cent.; and
- (vii) on the last Principal Determination Date, the aggregate Current Balance of the Mortgages of the 20 largest borrowers did not exceed £85,000,000.

In addition, the Issuer may fund a Discretionary Further Advance to a borrower as part of its arrears and default procedures by capitalising certain outstanding arrears of interest payable by a borrower. The capitalisation of outstanding arrears constitutes a capitalisation for these purposes if the capitalised amount is added to the principal balance of the Mortgage and the relevant borrower's arrears are discharged (and a debit is made to the Principal Ledger and credit is made to the Revenue Ledger).

The Issuer is not entitled to agree to fund any Discretionary Further Advance unless it can fund it out of Available Redemption Funds.

In all cases where a Discretionary Further Advance is to be made, the Issuer may use principal moneys referred to in item (ii) of the Principal Priority of Payments.

Discretionary Further Advances (other than by way of capitalisation of arrears) will not be made or funded if the sum of:

- (i) 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 the date on which the relevant Discretionary Further Advance is proposed to be made;
- (ii) all Mandatory Further Advances which have been made since the Closing Date or which are to be made on or before the date on which the relevant Discretionary Further Advance is proposed to be made; and
- (iii) all Mandatory Further Advances which may be required to be made after the making of the relevant Discretionary Further Advance would, on the date of the relevant Discretionary Further Advance,

exceeds a combined aggregate cumulative limit of 16 per cent. of the aggregate of the Initial Principal Amount of the Notes.

Discretionary Further Advances may only be made on a Mortgage if the relevant Seller's lending criteria as far as applicable are satisfied at the relevant time subject to such waivers as might be within the discretion of a reasonably prudent lender, as will be provided in the Administration Agreement.

Further Advances – general provisions

The Mortgage Sale Agreement provides that on each occasion that a Further Advance is made by or on behalf of and in the name of the relevant Legal Title Holder to a borrower under and on the security of a

Mortgage using funds provided for that purpose by or on behalf of the Issuer and/or Trustee, then the relevant Seller agrees to sell and will immediately upon making such Further Advance be deemed to have sold to the Issuer all its rights and interest to that Further Advance in consideration for the provision of those funds.

If the Issuer does not wish, or is unable, to fund a Further Advance, the relevant Legal Title Holder may (but is not obliged to) make that Further Advance on the security of a second mortgage or standard security over the Property in question (postponed to the relevant Mortgage).

No Further Advance (other than by way of capitalisation of arrears) may be made to a borrower if the relevant Legal Title Holder or the relevant Administrator has notice that the relevant borrower is in breach of the relevant Mortgage Conditions. No Further Advance will be funded by the Issuer, or made by the relevant Legal Title Holder on its own behalf or as agent for or otherwise on behalf of the Issuer, if the making of such Further Advance will involve the Issuer or the relevant Legal Title Holder in carrying on a regulated activity in the United Kingdom in breach of Section 19 of the FSMA.

Conversion of Mortgages

The relevant Administrator may as part of an arrears management programme agree to convert a Mortgage to an Arrears Converted Mortgage at any time without limit and without any further condition or consent being required (and for the avoidance of doubt, such mortgage that is converted as part of an arrears management programme shall not be a Converted Mortgage).

The relevant Administrator may (but shall not be obliged to) agree to any request by a Borrower to convert its Mortgage (or, in the case of a default by a Borrower, may itself elect to convert such Borrower's Mortgage) to an Interest Rate Converted Mortgage **provided that** the Interest Rate Converted Mortgage Conditions are satisfied.

Each Administrator shall, on the last Business Day of each month identify each Proposed Interest Rate Converted Mortgage.

If (i) an Administrator Termination Event occurs in respect of any Administrator, or (ii) any other substitute administrator is appointed as Administrator, no Mortgage may be converted by an Administrator to an Interest Rate Converted Mortgage and no Conversion MRF Required Amount shall be credited to the Conversion Margin Reserve Fund Ledger.

The Administrators may elect to convert a Mortgage administered by it to a Repayment Converted Mortgage and take steps to effect such conversion.

For the avoidance of doubt, any Mortgage may be converted to an Interest Rate Converted Mortgage, subject to satisfaction of the applicable conditions set out in the Administration Agreement.

The Trustee will not make any investigation as to the manner in which any Converted Mortgages or Additional Mortgages, if any, differ from the Mortgages purchased by the Issuer on the Closing Date, or on the date of such purchase of any Additional Mortgages, if any, or as to the compliance thereof with the criteria referred to herein.

In addition to the ability of the Administrators to convert Mortgages as described above, an Administrator, as a reasonably prudent lender, may make the variations to the Mortgages listed below (in each case, without condition and at the discretion of the relevant Administrator):

- (a) a change of a party to a Mortgage or a release of part of the land subject to the Mortgage;
- (b) any change in the frequency with which the interest payable in respect of the Mortgage is charged;
- (c) any change in the maturity date of any Mortgage (to be no later than 30 November 2053); and
- (d) any variation imposed by statute.

Insurance

Each Administrator will, on behalf of the Issuer, administer the arrangements for insurance in respect of, or in connection with, the Mortgages administered by it to which the Issuer is a party or in which the Issuer has an interest and will make claims on behalf of the Issuer under any such insurance policies when necessary. See "*Insurance Coverage*" above.

Reinvestment of Income

The Transaction Account shall at all times be maintained with a bank (a)(i) which has a short-term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F1; or (ii) which has a long-term deposit rating if assigned (or if not then long-term issuer default rating by Fitch of at least A; and whose long-term, unsecured and unsubordinated debt is rated at least A3 by Moody's or (b) ratings are otherwise consistent with the then current criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes. If such bank ceases to satisfy the criteria mentioned above, the Administration Agreement will contain provisions requiring PML as Administrator and the Issuer to use commercially reasonable efforts to arrange for the transfer of the Transaction Account to another bank which does satisfy such criteria within 60 days of such occurrence (or such longer period as may be agreed to by the Trustee and the Rating Agencies).

Sums held to the credit of the Transaction Account to which payments of interest and repayments of principal in respect of Mortgages are to be credited and into and out of which all other payments to and by the Issuer are to be made, may be invested (a) in Sterling denominated securities, bank accounts or other obligations of or rights against entities in respect of any monies in any entities for a period of not more than 30 days (other than in respect of any asset-backed securities, credit linked notes, swaps, other derivative instruments or synthetic securities) (i) which have a long-term deposit rating if assigned (or if not then long-term issuer default rating) by Fitch of at least A and whose long term unsecured and unguaranteed debt is rated at least A3 by Moody's and (ii) with a short term deposit rating if assigned (or if not then short-term issuer default rating) by Fitch of at least F1; or (b) in such other Sterling denominated securities, bank accounts or other obligations (other than in respect of any asset-backed securities, credit linked notes, swaps, other derivative instruments or synthetic securities) as would not adversely affect the then current ratings of the Most Senior Class of Rated Notes **provided that** any monies invested in entities for a period of more than 31 days are invested in an entity with (i) a long term issuer default rating by Fitch of at least AA- and whose long term unsecured and unguaranteed debt is rated at least A2 by Moody's and whose short term unsecured and unguaranteed debt is rated at least P-1 by Moody's and (ii) with a short term issuer default rating by Fitch of at least F1+ (each an "**Authorised Investment**"). Such investments and deposits must always be immediately repayable on demand or mature on or before the next Interest Payment Date or, if the Issuer will have insufficient available cash funds in the Revenue Ledger to make payments which are due and payable on the next Interest Payment Date, on that next Interest Payment Date and will be charged to the Trustee and form part of the security for the payment of principal and interest on the Notes.

Delegation by the Administrators

The Administrators may, in certain circumstances, with the consent of the Issuer and the Trustee, sub-contract or delegate their obligations under the Administration Agreement. The Administrators may sub-contract or delegate all or substantially all of their obligations under the Administration Agreement if the then current ratings of the Notes would not be adversely affected.

The consents and conditions referred to in the paragraph above will not be required in respect of any delegation to a Paragon Banking Group Company. It is expected that the Administrators will sub-contract their obligations to PFPLC following the Closing Date.

The sub-contracting or delegation arrangements in respect of the performance of the administration services by the Administrators described in the paragraphs above shall also apply to a substitute administrator assuming the performance of the administration services following the occurrence of an Administrator Termination Event.

Termination of the appointment of the Administrators

The appointment of each Administrator may be terminated as described below while any of the following events is continuing (each an "**Administrator Termination Event**"):

- (a) default is made by an Administrator in the payment on the due date of any payment due and payable by it under the Administration Agreement and such default continues unremedied for a period of two Business Days after the earlier of the relevant Administrator becoming aware of such default and receipt by that Administrator of written notice from the Issuer, any Seller and/or the Trustee requiring the same to be remedied;
- (b) default by an Administrator in the performance or observance of its covenants and obligations under the Administration Agreement, which in the opinion of the Trustee is materially prejudicial to the holders of the Most Senior Class of Notes (except where, in the reasonable opinion of the Trustee, such default is incapable of remedy, when no such continuation and/or notice as is hereinafter mentioned will be required) such default continues unremedied for a period of 14 days after the earlier of that Administrator becoming aware of such default and receipt by that Administrator of written notice from the Trustee requiring the same to be remedied. If the relevant default occurs as a result of a default by any person to whom that Administrator has sub-contracted or delegated part of its obligations under the Administration Agreement such default shall not result in the termination of the appointment of that Administrator if within such 14 day period that Administrator terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Issuer or the Trustee may reasonably specify to remedy such default or to indemnify the Issuer and the Trustee against the consequences of such default;
- (c) the occurrence of an Insolvency Event (as defined below) in relation to an Administrator;
- (d) the Administrators' appointment will, unless the Trustee and the Issuer agree otherwise in writing be terminated with immediate effect if at any time:
 - (i) an Administrator (or any sub-contractor or delegate of an Administrator appointed by that Administrator to perform the relevant services) does not have any authorisation under the FSMA which it is required to have in order to enable it to perform the services which it is to agree in the Administration Agreement to perform without it; or
 - (ii) the Issuer carries on a regulated activity in the United Kingdom in breach of section 19 of the FSMA in circumstances where the Issuer is not itself so authorised and is not exempt from being so authorised,

and that Administrator shall notify in writing to the Substitute Administrator Facilitator of the termination of its appointment **provided that**, if the relevant event described in paragraph (i) above has occurred in relation to only one of the Administrators or in the case of paragraph (ii) above, such event is applicable to Mortgages administered by only one Administrator, the event shall be deemed to be remedied and shall not entitle the appointment of the other Administrator to be terminated if that other Administrator gives notice under the Deed of Charge **provided that** immediately following such notice the events set out in paragraphs (i) and (ii) above are no longer continuing and the other Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability.

- (e) subject to sub-paragraph (i) below, if a force majeure event prevails for a period of more than fifteen (15) consecutive Business Days, and it is such that it prevents an Administrator from performing a substantial or a material part of its services in accordance with the Administration Agreement (or from being able to perform such services in accordance with applicable law), the appointment of each Administrator will, unless that Administrator, the Trustee and the Issuer agree otherwise in writing, terminate upon the Issuer giving not less than thirty (30) days' written notice to the Administrators (with a copy to the Trustee) (the "**Notice Period**") of the intention to so terminate and that Administrator shall notify in writing to the Substitute Administrator Facilitator of the termination of its appointment **provided that**, if the relevant force majeure event has occurred in relation to only one of the Administrators or is applicable to Mortgages administered by only one Administrator, the event shall be deemed to be remedied in respect of the other Administrator and shall not entitle the appointment of that other Administrator to be terminated if

that other Administrator gives notice under the Deed of Charge **provided that** immediately following such notice the relevant force majeure event is no longer continuing in respect of that other Administrator and that other Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability.

- (i) If at any time during the Notice Period, the relevant force majeure event ceases to exist, the relevant Administrator shall promptly notify the Trustee, the Issuer and the Substitute Administrator Facilitator, and the notice of termination of the appointment of such Administrator shall become null and void.
- (ii) For the avoidance of doubt, termination of the appointment of an Administrator pursuant to this paragraph (e) would be on a no-fault basis without liability to the relevant Administrator arising out of or related to such termination.

Following the occurrence of an Administrator Termination Events described in paragraphs (a) to (c) above, the Issuer or Trustee may at once or at any time thereafter while such Administrator Termination Event continues terminate the appointment of each Administrator by notice in writing to each Administrator with effect from a date specified in the notice (not earlier than the date of the notice), in each case, save that the appointment of the Administrators shall continue to the extent required to ensure that the administration services under the Administration Agreement continue to be performed pending a substitute administrator's assumption of the performance of such services.

Any termination of the appointment of the Administrators following an Administrator Termination Event (as described above) is subject to the proviso (in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (a) to (c) (inclusive) of the definition thereof, only during the period in which PML and Paragon Bank are the providers of the services under the Administration Agreement) that if the relevant event has occurred in relation to only one of the Administrators: (x) the event shall (in the case of the relevant event being an Administrator Termination Event as specified in any of limbs (c), (d) or (e) of the definition thereof) be deemed to be remedied, (y) (in the case of any Administrator Termination Event) for all purposes under the Relevant Documents no Administrator Termination Event shall have occurred and, for the avoidance of doubt, any termination of the Administrators that occurs with immediate effect on the occurrence of an Administrator Termination Event shall be deemed not to have occurred and (z) the event shall (in the case of any Administrator Termination Event) entitle the appointment of the defaulting Administrator only to be terminated, in the case of (x), (y) and (z), if the non-defaulting Administrator (in its absolute discretion), gives notice to the Trustee, the Substitute Administrator Facilitator and the Issuer no later than the date falling 5 days after the occurrence of the relevant event and the non-defaulting Administrator takes over all the rights and obligations under the Relevant Documents of the relevant Administrator in relation to which the relevant event occurred (**provided that** in the case of the relevant event being an Administrator Termination Event under limbs (a), (b), (d) or (e) of the definition thereof, the non-defaulting Administrator has remedied the relevant event prior to giving such notice and the non-defaulting Administrator certifies to that effect, which certification the Trustee can rely on without further investigation or liability).

The Administration Agreement provides that an Administrator has no liability for breaches arising out of force majeure events (unless such event arose as a result of fraud, gross negligence or wilful default of such Administrator), but without prejudice to the Issuer's ability to terminate the appointment of such Administrator following a default (as more fully described above).

In this Prospectus:

"Insolvency Event" means, in respect of a company, any of the following:

- (i) an order being made or an effective resolution being passed for winding up of such company;
- (ii) such company ceasing or threatening to cease to carry on its business or a substantial part of its business or stopping payment or threatening to stop payment of its debts or such company being deemed unable to pay its debts within the meaning of Section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended) or becoming unable to pay its debts as they fall due or the value of its assets falling to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becoming insolvent; or

- (iii) proceedings being initiated against such company under any applicable liquidation, administration, insolvency, composition, reorganisation (other than a reorganisation the terms of which have been approved by the Trustee and where such company is solvent) or other similar laws, save where such proceedings are being contested in good faith by any Administrator, or an administrative or other receiver, administrator or other similar official is appointed in relation to such company or in relation to the whole or any substantial part of the undertaking or assets of such company or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of such company, or a distress, execution, diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of such company and in any of the foregoing cases it shall not be discharged within 15 days; or if the company shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, administration, insolvency, composition, reorganisation or other similar laws or shall make a conveyance or assignment for the benefit of its creditors generally.

The appointment of the Administrator(s) under the Administration Agreement may also be terminated upon the expiry of not less than 6 months' notice of termination given by each Administrator to each of the Issuer and the Trustee, if:

- (a) the Issuer and the Trustee consent in writing;
- (b) a substitute administrator is appointed, such appointment to be effective not later than the date of termination of the appointment of any Administrator (and the Administrator(s) shall notify the Rating Agencies in writing of the identity of such substitute administrator), and such substitute administrator enters into an agreement substantially on the terms of the Administration Agreement;
- (c) such substitute administrator has experience of administering mortgages of residential property in England and Wales and is approved by the Trustee; and
- (d) PML as Administrator certifies that, in its reasonable opinion, the then current ratings of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes by the Rating Agencies would not be adversely affected as a result thereof unless otherwise agreed by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders respectively.

Substitute Administrator Facilitator

Intertrust Management Limited in its capacity as the substitute administrator facilitator (the "**Substitute Administrator Facilitator**") has agreed pursuant to an agreement to be entered into on the Closing Date with the Issuer and the Trustee (the "**Substitute Administrator Facilitator Agreement**") that it will, upon the occurrence of certain events in relation to the Administrators (see "*Termination of the appointment of the Administrators*" immediately above and the section entitled "*Transaction Overview – Triggers Tables – Non Rating Triggers Table*" for further information), assist the Issuer to appoint a substitute administrator which has experience of administering mortgages of residential property in England and Wales and which, to the extent possible, satisfies the then applicable criteria of the Rating Agencies.

Administration Fees

The Administration Agreement will make provision for payments to be made to the Administrators.

The Issuer will pay to each Administrator fees for its services as an Administrator an "**Administration Fee**" at the rate of not more than 0.20 per cent. per annum, such fees being inclusive of any VAT and each such fee being calculated by applying such rate to the aggregate Interest Charging Balance of the outstanding Mortgages administered by that Administrator on the first day of the Collection Period which ends on the relevant Principal Determination Date and each such fee will be due quarterly in arrear on each Interest Payment Date (or, in the case of the payment due on the first Interest Payment Date, on the then aggregate Interest Charging Balances on the Closing Date) and paid as specified in accordance with the applicable priority of payments.

The Administrators and the Sellers will be entitled to receive from the Issuer for their own account any commissions due to them from insurers out of premiums paid by borrowers as a result of their having placed buildings insurance in relation to the Mortgages with such insurers.

The administration fee and all costs and expenses of the Administrators (including of any substitute administrator) and the aforesaid commissions are to be paid in priority to payments due on the Notes. This order of priority has been agreed with a view to procuring the continuing performance by the Administrators of their duties in relation to the Issuer, the Mortgages and the Notes.

"Interest Charging Balance" means, in relation to any Mortgage, the principal amount outstanding secured by that Mortgage as at the date of origination together with the amount of any further advances made, capitalised fees, capitalised interest and accrued interest which has become due and remains unpaid (and interest accrued thereon) since the date of origination less any amount applied to reduce the principal amount secured by that Mortgage since the date of origination, **provided that** (i) in relation to any Repayment Mortgage, the principal secured thereby shall for these purposes be deemed to be reduced at such intervals and by such amounts as correspond to the relevant Seller's normal practice from time to time for determining the balance on which interest is charged for Repayment Mortgages and (ii) after completion of the enforcement procedures in relation to that Mortgage, any amount of principal secured by that Mortgage not then received shall not be treated as outstanding.

Redemption

Under the Administration Agreement, the Administrators will be responsible for handling the procedures connected with the redemption of Mortgages. In order to enable the Administrators to do this, the Legal Title Holders, the Sellers, the Trustee and the Issuer will be required to execute powers of attorney in favour of the Administrators which, *inter alia*, will enable it to discharge the Mortgages from the security created over them in favour of the Trustee under the Deed of Charge, without reference to the Trustee, the Issuer, the Sellers or the Legal Title Holders.

The Administration Agreement and all non-contractual obligations arising out of it are governed by, and shall be construed in accordance with, English law.

UNITED KINGDOM TAXATION

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of interest in respect of the Notes. It is based on the Issuer's understanding of current United Kingdom tax law and the published practice of HMRC, which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of the Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Noteholders who are in any doubt as to their tax position should consult their professional advisers. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

The following description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer and does not consider the tax consequences of any such substitution.

The references to "interest" below mean "interest" as understood in United Kingdom tax law. The following statements do not take any account of any different definitions of "interest" which may prevail under any other law.

In this summary references to "Notes" and "Noteholder" excludes the Class S VFN and the Class S VFN Holder. The Class S VFN Holder is urged to consult its own tax advisers about the tax consequences of purchasing, holding and selling the Class S VFN under the laws of the United Kingdom, its political subdivisions and any other jurisdiction in which the Class S VFN Holder may be subject to tax.

Interest on the Notes

Withholding tax on payments of interest on the Notes

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax **provided that** the Notes carry a right to interest and the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the "**Act**") for the purposes of section 987 of the Act. The London Stock Exchange is a recognised stock exchange. Securities will be treated as "listed on the London Stock Exchange" for this purpose if they are included in the Official List (within the meaning and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided therefore that the Notes carry a right to interest and are and continue to be so listed, payments of interest on the Notes may be made without withholding or deduction for or on account of United Kingdom income tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to any available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

ERISA CONSIDERATIONS FOR INVESTORS

The Notes may not be acquired by a "Benefit Plan Investor" or a governmental, church or non-U.S. plan which is subject to federal, state, local or non-U.S. laws which are similar to the prohibited transaction provisions of Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"). A Benefit Plan Investor is defined as (i) an employee benefit plan as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, (ii) a plan described in and subject to Section 4975 of the Code, or (iii) an entity whose underlying assets include plan assets by reason of a plan's investment in the entity under U.S. Department of Labor Regulations § 2510.3-101 (29 C.F.R. § 2510.3-101) as modified by Section 3(42) of ERISA. Each investor, in purchasing and holding the Notes shall be deemed to represent that it is not, and is not using the assets of, a Benefit Plan Investor or such a governmental, church or non-U.S. plan.

THE FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior the date that is two years after the publication of the final regulations defining "foreign passthru payment". Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Paragon Bank has, pursuant to a subscription agreement dated on or about 1 November 2023 (to which, among others, the Arrangers and the Sellers are also party) (the "**Subscription Agreement**") agreed with the Issuer, subject to certain conditions, that Paragon Bank (in its capacity as note purchaser under the Subscription Agreement, the "**Note Purchaser**") will subscribe and pay for 100 per cent. of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, the Class S Notes and the Class S VFN at an issue price of 100 per cent. of the aggregate Initial Principal Amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class Z Notes, Class S Notes and the Class S VFN, respectively, as at the Closing Date.

The Issuer has agreed to reimburse the Arrangers for certain of their expenses in connection with the issue of the Notes. The Issuer has agreed to indemnify the Arrangers against certain liabilities in connection with the issue of the Notes. The Issuer gives certain representations and warranties and undertakings to the Arrangers in the Subscription Agreement. The Subscription Agreement is subject to a number of conditions and may be terminated by the Arrangers in certain circumstances prior to payment for the Notes by the Note Purchaser to the Issuer.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

United Kingdom

Each of the Sellers and the Note Purchaser has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA and any applicable secondary legislation made under FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

United States

The Notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S) except pursuant to an exemption from the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold in offshore transactions in reliance on Regulation S.

Each of the Sellers and the Note Purchaser has agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes as part of its distribution at any time or otherwise until 40 days after the later of the commencement of the offering of the Notes or the Closing Date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. Persons, and it will have sent to each affiliate or other dealer, distributor or person receiving a selling concession, fee or other remuneration (if any) to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. Persons. Terms used in this paragraph have the meaning given to them by Regulation S. See the section entitled "*Transfer Restrictions and Issuer Representations*" below.

The Notes offered and sold by the Issuer or the Sellers during the initial syndication of the Notes may not be purchased by, or for the account or benefit of, any "U.S. Person" as defined in the U.S. Risk Retention Rules. Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

- Any natural person resident in the United States;
- Any partnership, corporation, limited liability company, or other organization or entity organized or incorporated under the laws of any State or of the United States;

- Any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- Any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- Any partnership, corporation, limited liability company, or other organization or entity if:
 - 1) Organized or incorporated under the laws of any foreign jurisdiction; and
 - 2) Formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.

The material difference between such definitions is that (1) a "U.S. person" under Regulation S includes any partnership or corporation that is organized or incorporated under the laws of any foreign jurisdiction formed by one or more "U.S. persons" (as defined in Regulation S) principally for the purpose of investing in securities that are otherwise offered within the United States pursuant to an applicable exemption under the Securities Act unless it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts, while (2) any organization or entity described in (1) is treated as a "U.S. person" under the U.S. Risk Retention Rules, regardless of whether it is so organized and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts.

Prohibition of Sales to EEA Retail Investors

Each of the Sellers and the Note Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "**EU MiFID II**"); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Prohibition of Sales to UK Retail Investors

Each of the Sellers and the Note Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or

- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

General

Each of the Note Purchaser, the Sellers and the Issuer has acknowledged that, save for approval of the Prospectus as a prospectus in accordance with Part VI of the FSMA, the application for the admission of the Notes to the Official List and admission to trading on the London Stock Exchange, no further action has been or will be taken in any jurisdiction by any person (including the Arrangers, the Note Purchaser, the Sellers or the Issuer) that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Notes, in any country or jurisdiction where such further action for that purpose is required.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Offers and Sales by the Purchasers

The Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) may only be offered, sold, resold, delivered or transferred (i) outside the United States to a non-U.S. Person in an offshore transaction in reliance on Rule 903 or 904 of Regulation S or (ii) following the expiration of the distribution compliance period, pursuant to an applicable exemption from the registration requirements of the Securities Act and in accordance with any applicable securities law of any state of the United States.

Investor Representations and Restrictions on Resale

By its purchase of the Notes, each purchaser of the Notes (each initial purchaser, together with each subsequent transferee are referred to herein as the "**Purchaser**", which term for the purposes of this section will be deemed to include any interests in the Notes, including Book-Entry Interests) will be deemed to have represented and agreed to the following (undefined terms used in this section that are defined in Regulation S are used herein as defined therein):

- (a) the Notes have not been and will not be registered under the Securities Act and such Notes are being offered only in a transaction that does not require registration under the Securities Act and, if such purchaser decides to resell or otherwise transfer such Notes, then it agrees that it will offer, resell, pledge or transfer such Notes only (i) to a purchaser who is not a U.S. Person (as defined in Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate, and who is not acquiring the Notes for the account or benefit of a U.S. Person and who is acquiring the Notes in an offshore transaction pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S or (ii) following the expiration of the distribution compliance period, pursuant to an applicable exemption from the registration requirements of the Securities Act, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States; **provided, that** the agreement of such purchaser is subject to any requirement of law that the disposition of the purchaser's property shall at all times be and remain within its control;
- (b) each purchaser shall notify each transferee of Notes (as applicable) from it that (i) such Notes have not been registered under the Securities Act, (ii) the holder of such Notes is subject to the restrictions on the resale or other transfer thereof described in paragraph (a) above, (iii) prior to the distribution compliance period, such transferee shall be deemed to have represented that such transferee is acquiring the Notes in an offshore transaction and that such transfer is made pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S and (iv) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing;
- (c) if the purchaser purchased the Notes during the initial syndication of the Notes, it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Notes and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the exemption provided for in Section 20 of the U.S. Risk Retention Rules);
- (d) on each day from the date on which the purchaser or transferee acquires such Notes through and including the date on which the purchaser or transferee disposes of such Notes, it is not and will not be a Benefit Plan Investor or a governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, and that in purchasing and holding such Notes it is not, will not be acting on behalf of and will not be using the assets of a Benefit Plan Investor or any such governmental, church or non-U.S. plan; and
- (e) it will promptly (i) inform the Issuer if, during any time it holds a Note, there shall be any change in the acknowledgments, representations and agreements contained above or if they shall become false for any reason and (ii) deliver to the Issuer such other representations and agreements as to

such matters as the Issuer may, in the future, request in order to comply with applicable law and the availability of any exemption therefrom.

The Issuer, the Registrar, the Arrangers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

The Notes and related documentation may be amended or supplemented from time to time to modify the restrictions on and procedures for resales and other transfers of the Notes to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to the resales or transfer of securities such as the Notes generally, and that it will be deemed, by its acceptance of such Notes, to have agreed to any such amendment or supplement.

The Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositaries, and that those participants may further disclose to the Issuer the names and positions of holders of its securities.

Each Purchaser understands that (i) the sale of the Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) to it is being made in reliance on Regulation S, and (ii) the Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below:

THIS NOTE HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND THE ISSUER (AS DEFINED IN THE TRUST DEED) HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN "INVESTMENT COMPANY" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING OF THE OFFERING THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION PURSUANT TO RULE 903 OR RULE 904 OF REGULATION S AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND IN PRINCIPAL AMOUNT OF NOT LESS THAN £100,000.

THE PURCHASER OF THIS NOTE OR ANY INTEREST IN THIS NOTE SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST IN THIS NOTE WILL NOT BE, A BENEFIT PLAN INVESTOR AS DEFINED IN SECTION 3(42) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), AND (II) IF IT IS OR MAY BECOME A GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN WHICH IS NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, (THE "**CODE**"), ITS PURCHASE AND HOLDING OF THIS NOTE OR ANY INTEREST IN THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY U.S. FEDERAL, STATE OR LOCAL LAW OR ANY NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE. "**BENEFIT PLAN INVESTOR**," AS DEFINED IN SECTION 3(42) OF ERISA, INCLUDES (1) ANY EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA) THAT IS SUBJECT TO PART 4 OF TITLE I OF ERISA, (2) ANY PLAN DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE CODE, AND (3) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS FOR THE PURPOSES OF ERISA OR SECTION 4975 OF THE CODE BY REASON OF A PLAN'S INVESTMENT IN THE ENTITY.

THE PURCHASER IS HEREBY NOTIFIED THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK ENTRY DEPOSITARIES, AND THAT THOSE PARTICIPANTS MAY FURTHER DISCLOSE TO THE ISSUER THE NAMES AND POSITIONS OF HOLDERS OF ITS SECURITIES.

PRIOR TO THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD, AN INTEREST IN THIS NOTE MAY BE HELD ONLY THROUGH EUROCLEAR OR CLEARSTREAM, LUXEMBOURG.

Because of the foregoing restrictions, purchasers of Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered and sold.

GENERAL INFORMATION

- (a) It is expected that listing of the Notes (other than the Class S VFN) to the Official List of the FCA will occur, and that the Notes (other than the Class S VFN) will be admitted to trading on the Regulated Market of the London Stock Exchange on or around 1 November 2023, subject only to the issue of the Global Notes. Prior to the official listing, however, dealings in the Notes will be permitted by the London Stock Exchange in accordance with its rules. The listing of the Notes will be cancelled if the Global Notes are not issued. The Residual Certificates are not intended to be admitted to listing on the Official List nor to trading on the Regulated Market.
- (b) The following Notes and Residual Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg:

	Common Code	ISIN
Class A Notes	266657412	XS2666574129
Class B Notes	266657200	XS2666572008
Class C Notes	266657218	XS2666572180
Class D Notes	266657226	XS2666572263
Class Z Notes.....	266657234	XS2666572347
Class S Notes.....	266657242	XS2666572420
RC1a Residual Certificate	266657471	XS2666574715
RC1b Residual Certificate	266657480	XS2666574806
RC2a Residual Certificate	266657498	XS2666574988
RC2b Residual Certificate.....	266657501	XS2666575019

- (c) Since the date of its incorporation the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business other than the Subscription Agreement.
- (e) Since 17 July 2023 (being the date of incorporation of the Issuer), there has been: (a) no material adverse change in the financial position or prospects of the Issuer; and (b) no significant change in the financial performance or financial position of the Issuer.
- (f) So long as any Notes are listed on the Official List of the FCA and admitted to trading on the Regulated Market of the London Stock Exchange, the most recently published audited annual accounts of the Issuer from time to time shall be available at the Specified Office of the Principal Paying Agent in London. The Issuer does not intend to publish interim accounts from the date hereof. No statutory or non-statutory accounts within the meaning of sections 434 and 435 of the Companies Act 2006 (as amended) in respect of any financial year of the Issuer have been prepared.
- (g) There are no, and have not been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus, which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer or the group of companies of which the Issuer is a member.
- (h) The registered office address of each Seller is at 51 Homer Road, Solihull, West Midlands, B91 3QJ.
- (i) Copies of the Memorandum and Articles of Association of the Issuer may be inspected during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the Specified Office of the Principal Paying Agent in London.
- (j) Copies of the following documents may be inspected during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the Specified Office of the Principal Paying Agent in London and on the following website (which does not form part of this Prospectus and has not been scrutinised or approved by the FCA): <https://www.paragonbankinggroup.co.uk/investor/bond-investor>:
- (i) the Trust Deed to constitute the Notes (including the forms of the Global Notes and Definitive Notes), the Mortgage Sale Agreement, the Administration Agreement, the Substitute Administrator Facilitator Agreement, the Deed of Charge, the Agency Agreement, the Collection Account Declaration of Trust, the Basis Hedge Agreements, the Issue Services Fee Letter, the Intertrust Corporate Services Agreement, the Paragon Corporate Services Letter, the Cross-collateral Mortgage Rights Deeds, the Account Bank

Agreement, the Risk Retention Deed of Covenant, the Deed Poll and each Hedge Collateral Custody Agreement.

- (k) PML as Administrator on behalf of the Issuer will make available (i) post-issuance loan-level information in relation to each Mortgage and (ii) post-issuance transaction information in the form of monthly and quarterly investor reports via the website of European DataWarehouse (UK Portal) at <https://editor.eurodw.uk/>, being a securitisation repository registered under Article 10 of the UK Securitisation Regulation (the "**UK SR Repository**") which conforms to the requirements set out in Article 7(2) of the UK Securitisation Regulation.
- (l) The monthly investor reports will contain information in respect of the Mortgage Portfolio as set out in the Administration Agreement in respect of the Mortgages.
- (m) The quarterly investor reports will contain information as set out in the Administration Agreement including, but not limited to information in respect of the Mortgages, details relating to any repurchases of Mortgages by the Sellers pursuant to the Mortgage Sale Agreement and details with respect to the rates of interest, Note principal and interest payments and other payments by the Issuer.
- (n) The credit ratings included or referred to in this Prospectus have been issued by the Rating Agencies, each of which is established in the United Kingdom and is registered in accordance with the UK CRA Regulation. Moody's Deutschland GmbH currently endorses credit ratings issued by Moody's and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the EEA in accordance with the EU CRA Regulation. Moody's Deutschland GmbH is established in Germany and Fitch Ratings Ireland Limited is established in Ireland and each has been registered under the EU CRA Regulation.
- (p) The Issuer confirms that the Mortgages backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. However, regard should be had to the characteristics of the Mortgage Portfolio and the risks to which they (and the Issuer and the Notes) may be exposed. Consequently, investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.

GLOSSARY

The following terms used in this Prospectus are defined on the page numbers specified below:

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