

DATED 20 JULY 2006

PARAGON MORTGAGES (NO. 12) PLC  
AS ISSUER

BARCLAYS BANK PLC  
AS AGENT, LIQUIDITY PROVIDER AND REMARKETING AGENT

SHEFFIELD RECEIVABLES CORPORATION  
AS A1 NOTE CONDITIONAL PURCHASER

PARAGON FINANCE PLC AS ADMINISTRATOR  
MORTGAGE TRUST SERVICES PLC AS ADMINISTRATOR  
PARAGON MORTGAGES LIMITED AS TITLE HOLDER

AND

MORTGAGE TRUST LIMITED AS TITLE HOLDER

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A1 NOTE CONDITIONAL PURCHASE AGREEMENT

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**CONTENTS**

<b>Clause</b>	<b>Page</b>
1. Agreements By The A1 Note Conditional Purchaser And The Issuer .....	2
2. Fees .....	5
3. Costs And Expenses .....	6
4. Undertakings, Covenants, Representations And Warranties .....	6
5. Indemnification .....	12
6. Termination .....	14
7. Undertakings .....	14
8. Notice .....	14
9. Non-Petition .....	17
10. Time Of Essence .....	17
11. Counterparts .....	17
12. Rights Of Third Parties .....	17
13. Governing Law And Jurisdiction.....	18
Schedule 1 RELEVANT DOCUMENTS .....	21
Schedule 2 CONDITIONAL PURCHASE ACTIVATION NOTICE.....	22
Schedule 3 FORM OF ACCESSION DEED .....	24

**THIS AGREEMENT** is made on 20 July 2006 between

- (1) **PARAGON MORTGAGES (NO. 12) PLC** (the "**Issuer**");
- (2) **BARCLAYS BANK PLC** ("**Barclays**" or, in its capacity as agent of Sheffield the "**Agent**" or in its capacity as liquidity provider under the Revolving Asset Purchase Agreement the "**Liquidity Provider**");
- (3) **SHEFFIELD RECEIVABLES CORPORATION** (in its capacity as purchaser hereunder, the "**A1 Note Conditional Purchaser**" or "**Sheffield**");
- (4) **BARCLAYS BANK PLC** (the "**Remarketing Agent**")
- (5) **PARAGON FINANCE PLC** ("**PFPLC**");
- (6) **MORTGAGE TRUST SERVICES PLC** ("**MTS**", in its capacity as an Administrator under the Administration Agreement, together with PFPLC, the "**Administrators**", and each an "**Administrator**");
- (7) **PARAGON MORTGAGES LIMITED** ("**PML**") and;
- (8) **MORTGAGE TRUST LIMITED** ("**MTL**" and, together with MTS (in its capacity as Seller under the Mortgage Sale Agreement) and PML, the "**Title Holders**", and each a "**Title Holder**");

**WHEREAS**

- (A) The Issuer proposes to issue mortgage backed floating rate notes comprising USD1,500,000,000 A1 Mortgage Backed Floating Rate Notes due 2038 (the "**Class A1 Notes**"), which will be subject to, and constituted by, a trust deed dated on or about the Closing Date between, *inter alios*, the Issuer and Citicorp Trustee Company Limited (the "**Trustee**")
- (B) By a subscription agreement dated on or about 14 July 2006 (the "**Subscription Agreement**"), the Issuer, PFPLC, the Managers and others have agreed between them in relation to the proposed issue (the "**Issue**") and subscription of USD1,500,000,000 in aggregate principal amount of the Class A1 Notes (the "**Initial Principal Amount**") upon the terms and subject to the conditions contained therein.
- (C) In connection with the Issue, the Issuer will also execute and deliver, on or before the Closing Date, an ISDA Master Agreement (including the schedules and annexes thereto and confirmation thereunder) in respect of a currency swap transaction relating to the Class A1 Notes (the "**Currency Swap A1 Agreement**").
- (D) By a purchase agreement to be dated of even date herewith (the "**Revolving Asset Purchase Agreement**") between, among others, Sheffield, Barclays and the Liquidity Providers, Sheffield will seek to ensure that it will have sufficient funds to enable it to satisfy its payment obligations hereunder if commercial paper cannot be issued prior to such payment obligations becoming due.

(E) Pursuant to an agreement to be dated of even date herewith (the "**Remarketing Agreement**") between, *inter alios*, the Issuer, Barclays Bank PLC in its capacity as remarketing agent (the "**Remarketing Agent**", which term also includes any successor remarketing agent appointed pursuant to the Remarketing Agreement), the Tender Agent and the Trustee, the Issuer has appointed the Remarketing Agent to act as its agent to identify third party purchasers to acquire the Class A1 Notes from the then A1 Noteholders on the A1 Interest Payment Date falling in May 2007 and each subsequent A1 Interest Payment Date falling in each May thereafter (each such date an "**A1 Note Mandatory Transfer Date**") prior to the occurrence of a Remarketing Termination Event and to carry out certain other related functions as described therein. Citibank N.A., London Branch (the "**Tender Agent**", which term also includes any successor tender agent appointed pursuant to the Remarketing Agreement) has been appointed to facilitate the transfers of the Class A1 Notes on each A1 Note Mandatory Transfer Date by, *inter alia*, arranging and delivering payment to and by the A1 Noteholders. Under the terms of the A1 Note Mandatory Transfer Arrangements set out in Condition 5(i), the Issuer is required to procure the mandatory transfer of the Class A1 Notes on each A1 Note Mandatory Transfer Date prior to:

- (i) the Class A1 Notes being fully redeemed or a notice being given to the A1 Noteholders in accordance with Condition 5(d);
- (ii) an Event of Default under the Notes occurring, prior to such A1 Note Mandatory Transfer Date, and continuing; or
- (iii) an A1 Note Conditional Purchase Termination Event (as defined in the Remarketing Agreement) occurring prior to the relevant A1 Note Mandatory Transfer Date, or an A1 Note Mandatory Transfer Termination Event (as defined in the Remarketing Agreement) occurring prior to the relevant A1 Note Mandatory Transfer Date.

The A1 Note Conditional Purchaser will agree on the terms of this Agreement to purchase the Class A1 Notes on an A1 Note Mandatory Transfer Date in the event that the Class A1 Notes are not purchased in accordance with the Remarketing Agreement on the relevant A1 Note Mandatory Transfer Date, subject to the occurrence of specified events and limitations on the A1 Note Conditional Purchaser's ability to fund its obligations.

**NOW IT IS AGREED** as follows:

1. **AGREEMENTS BY THE A1 NOTE CONDITIONAL PURCHASER AND THE ISSUER**

1.1 **Definitions**

Save as otherwise defined herein (including in the recitals), any capitalised term used in this Agreement shall have the same meaning as is given to it in the Remarketing Agreement. The rules of interpretation in the Remarketing Agreement shall also apply.

**1.2 Remarketing of Class A1 Notes and Purchase by A1 Note Conditional Purchaser**

- (a) The A1 Note Conditional Purchaser agrees to purchase the Class A1 Notes at the A1 Note Mandatory Transfer Price payable on any A1 Note Mandatory Transfer Date, on the terms of this Agreement and the documents referred to in Schedule 1 and any other documents ancillary thereto ("**Relevant Documents**") as specified in the notices served on the A1 Note Conditional Purchaser described in this Clause.
- (b) If paragraph (c)(i) below applies, the Remarketing Agent, or if paragraph (c)(ii) below applies, either the Issuer or the Administrator (on the Issuer's behalf), will give notice to the A1 Note Conditional Purchaser in writing, substantially in the form of Schedule 2 hereto (a "**Conditional Purchase Activation Notice**"), no later than three Business Days prior to the relevant A1 Note Mandatory Transfer Date, such notice to be irrevocable.
- (c) A Conditional Purchase Activation Notice shall be a notice from: (i) the Remarketing Agent certifying (x) that it is unable to procure the purchase of the Class A1 Notes in accordance with the Remarketing Agreement at a percentage margin which is less than the Maximum Reset Margin or (y) that its remarketing obligations in the Remarketing Agreement have been terminated pursuant to a Remarketing Termination Event (as defined in the Remarketing Agreement) (other than in respect of an Event of Default on the Notes); or (ii) from the Issuer or the Administrator on behalf of the Issuer if (x) the Issuer or the Administrator on its behalf has reasonable grounds to believe both that the Class A1 Notes cannot be placed entirely with third party purchasers on the A1 Note Mandatory Transfer Date as set out in (i) above and that the Remarketing Agent will fail to serve the notice required, or (y) following the occurrence of a Remarketing Termination Event or a Remarketing Agent Termination Event (as defined in the Remarketing Agreement) where the Issuer or the Administrator on behalf of the Issuer (if so procured by the Issuer) fails to find an alternative entity to act as remarketing agent by the date which is 20 days prior to the relevant A1 Note Mandatory Transfer Date.
- (d) The Conditional Purchase Activation Notice shall specify the interests in the Class A1 Notes to be purchased by the A1 Note Conditional Purchaser on the relevant A1 Note Mandatory Transfer Date (the "**Conditionally Purchased Class A1 Notes**"), which shall be all the Class A1 Notes outstanding on the relevant A1 Note Mandatory Transfer Date.
- (e) The Conditional Purchase Activation Notice shall also specify the amount representing the aggregate A1 Note Mandatory Transfer Price payable (if any) which shall be sufficient upon exchange for USD under the Currency Swap A1 Agreement to repay to the relevant Class A1 Noteholders in order for the A1 Note Conditional Purchaser to satisfy its obligations under this Agreement

and shall confirm to the A1 Note Conditional Purchaser that no Event of Default with respect to the Class A1 Notes is then outstanding.

- (f) The obligation of the A1 Note Conditional Purchaser to purchase the Class A1 Notes and pay the A1 Note Mandatory Transfer Price, if any, on an A1 Note Mandatory Transfer Date shall cease forthwith: (i) upon redemption in full of the Class A1 Notes or a notice being given to the A1 Noteholders in accordance with Condition 5(d); (ii) if an Event of Default under the Class A1 Notes is in existence at the time a Conditional Purchase Activation Notice is to be given or thereafter but prior to the purchase on such A1 Note Mandatory Transfer Date; or (iii) if an A1 Note Conditional Purchase Termination Event or an A1 Note Mandatory Transfer Termination Event has already occurred prior to that A1 Note Mandatory Transfer Date.
- (g) The A1 Note Conditional Purchaser shall cause to be served a notice on the Remarketing Agent, the Issuer, the Administrator and the Trustee by the date no later than 30 days prior to an A1 Note Mandatory Transfer Date in respect of the A1 Note Conditional Purchaser's obligations in Clause 4.5(e) to (g) of this Agreement confirming whether the Revolving Asset Purchase Agreement has been renewed or extended for another 364 day term (or if replaced by other similar arrangements, details of such similar arrangements).
- (h) The Class A1 Notes will be purchased by the A1 Note Conditional Purchaser at the A1 Note Mandatory Transfer Price. On this A1 Note Mandatory Transfer Date, the Currency Swap A1 Agreement will terminate and the A1 Note Conditional Purchaser will be responsible for entering into any swap transactions in respect of the Class A1 Notes.
- (i) The A1 Note Conditional Purchaser will pay the A1 Note Mandatory Transfer Price to the Currency Swap Provider (which payment shall represent the Party B Final Exchange Amount under and as defined in the Currency Swap A1 Agreement). The Currency Swap Provider will pay such amount in USD to the Tender Agent (which payment shall represent the Party A Final Exchange Amount under and as defined in the Currency Swap A1 Agreement). The Tender Agent will pay an amount equal to the received Party A Final Exchange Amount to the A1 Noteholders.

The bank details of the Currency Swap Provider are as follows:

Barclays Bank PLC, 1 Churchill Place, London, E14 5HP  
S/C: 20-00-00  
SWIFT: BARCGB22  
A/C: Barclays Swaps  
Account No.: 152021

- (j) Following the purchase of the Class A1 Notes by the A1 Note Conditional Purchaser, the margin on the Class A1 Notes will be reset to the sum of the

applicable reference rate, which is three month GBP LIBOR plus the Maximum Reset Margin. Any payments of principal or interest in respect of the Class A1 Notes will be made in sterling using the A1 Note Mandatory Transfer Price (which represents the GBP Equivalent Principal Amount Outstanding on the Class A1 Notes) as a reference amount for the calculation of such payments and taking into account subsequent amortisations thereof until the Class A1 Notes are redeemed. Accordingly, the amortisation and redemption of the Class A1 Notes following their purchase by the A1 Note Conditional Purchaser, will be based on the GBP Equivalent Principal Amount Outstanding of the Class A1 Notes at the A1 Note Mandatory Transfer Date on which they are purchased by the A1 Note Conditional Purchaser.

The A1 Note Conditional Purchaser undertakes that, following its purchase of the Class A1 Notes on any A1 Note Mandatory Transfer Date, it will make such arrangements and take such actions as are required in respect of the Class A1 Notes, including in relation to the clearing of the Class A1 Notes by DTC or any other Clearing System, as applicable, or otherwise in order that the provisions of this Clause 1.2(j) are followed.

### 1.3 Accession

Following the purchase of the Class A1 Notes by the A1 Note Conditional Purchaser in accordance with this Agreement, any subsequent transfer of the Class A1 Notes shall be conditional on an Accession Deed in the form contained in Schedule 3 of this Agreement being entered into by the transferee prior to such transfer.

### 1.4 Closing of Mandatory Transfer

- (a) As soon as is practicable in the working day in New York on the relevant A1 Note Mandatory Transfer Date, the A1 Note Conditional Purchaser will pay or cause to be paid to the holders of the Conditionally Purchased Class A1 Notes as directed by the Remarketing Agent and/or the Tender Agent and/or the Issuer/Administrator (if notice is given pursuant to Clause 1.2(c)(ii)) the A1 Note Mandatory Transfer Price in respect of the relevant Conditionally Purchased Class A1 Notes specified in the Conditional Purchase Activation Notice applicable to such A1 Note Mandatory Transfer Date.
- (b) In consideration of such payment on the relevant A1 Note Mandatory Transfer Date, the Issuer or Administrator will procure the transfer of interests in the Conditionally Purchased Class A1 Notes to the A1 Note Conditional Purchaser.

## 2. FEES

In consideration of the agreement by the A1 Note Conditional Purchaser to purchase and pay for the Class A1 Notes under the terms of this Agreement, the Issuer agrees to pay or procure the payment to Sheffield's Agent on behalf of the A1 Note Conditional Purchaser of a fee equal to 0.12% of the Initial Principal Amount of the Class A1 Notes inclusive of VAT (if applicable). Such fee shall be paid on the Closing Date.

**3. COSTS AND EXPENSES**

The Issuer will reimburse the A1 Note Conditional Purchaser its properly and reasonably incurred legal and other expenses in connection with its entry into this Agreement.

**4. UNDERTAKINGS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of the Issuer and A1 Note Conditional Purchaser**

Each of the Issuer and the A1 Note Conditional Purchaser hereby represents and warrants to the other that as at the date of this Agreement:

- (a) such party is a limited liability company duly organised and incorporated and validly existing under the laws of the jurisdiction of its organisation/incorporation and has full power, authority and legal right to execute, deliver and perform its obligations under this Agreement;
- (b) such party has not taken any corporate action nor (to the best of its knowledge and belief) have any other steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver or similar officer of it or of any or all of its assets or revenues;
- (c) the execution, delivery and performance of this Agreement by such party (i) has been duly authorised by all necessary action on the part of such party, (ii) does not require such party to obtain any consent or approval of, or effect any filing or registration with, any governmental or public regulatory body or authority (except such as have been obtained or effected) and (iii) does not violate any law or regulation, or order or decree of any court or governmental authority, to which such party is subject; and
- (d) this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws relating to or affecting creditors' rights generally and (ii) general equitable principles.

**4.2 Representations and warranties of the Issuer**

The Issuer hereby represents and warrants to the A1 Note Conditional Purchaser that the representations and warranties of the Issuer contained in the Subscription Agreement are true and correct as at the Closing Date.



**4.3 Representations and warranties of the Administrators**

Each Administrator hereby represents and warrants to the A1 Note Conditional Purchaser that the representations and warranties made by it in the Subscription Agreement are true and correct as at the Closing Date.

**4.4 Representations and warranties of the Title Holders**

Each Title Holder hereby represents and warrants to the A1 Note Conditional Purchaser that the representations and warranties made by it in the Subscription Agreement are true and correct as at the Closing Date.

**4.5 Representations and Warranties of the A1 Note Conditional Purchaser**

The A1 Note Conditional Purchaser represents and warrants to the Issuer and the Trustee that:

- (a) on each A1 Note Mandatory Transfer Date no Insolvency Event as defined in the Revolving Asset Purchase Agreement has occurred and is continuing;
- (b) the Revolving Asset Purchase Agreement has a duration of 364 days from the date of this Agreement;
- (c) on each A1 Note Mandatory Transfer Date the commitment provided for in the Revolving Asset Purchase Agreement is sufficiently adequate in size to cover the A1 Note Conditional Purchaser's obligation to repurchase the Class A1 Notes;
- (d) until it has purchased the Class A1 Notes in accordance with this Agreement, upon a downgrade of the short-term unsecured and unsubordinated debt obligations of any of the Liquidity Providers below F1+ by Fitch, A-1+ by Standard & Poor's and P-1 by Moody's (the "**Minimum Rating**"), it will within 30 days from such downgrade either:
  - (i) draw the funds available to it under the Revolving Asset Purchase Agreement and deposit such funds in a bank account approved by the Issuer and each Liquidity Provider (each acting reasonably) and keep such funds on deposit in such bank account until the earlier to occur of:
    - (i) the Liquidity Provider's short-term unsecured and unsubordinated debt obligations being again rated the Minimum Rating, (ii) the relevant Liquidity Provider being replaced by a liquidity provider whose short-term unsecured and unsubordinated debt obligations have ratings at least equal to the Minimum Rating, or (iii) such funds are applied by the A1 Note Conditional Purchaser in payment of the A1 Note Mandatory Transfer Price in accordance with this Agreement (and any surplus amounts in the bank account in excess of such commitment shall be released to (or to the order of) the Liquidity Providers); or
  - (ii) replace the Liquidity Provider in accordance with the provisions of the Revolving Asset Purchase Agreement with a replacement liquidity

provider whose short-term unsecured and unsubordinated debt obligations have ratings at least equal to the Minimum Rating;

- (e) until it has purchased the Class A1 Notes in accordance with this Agreement, in the event that the Liquidity Providers' commitment will expire prior to an A1 Note Mandatory Transfer Date (and such commitment is not renewed), it will, prior to the expiry date, either:
  - (i) draw the funds available to it under the Revolving Asset Purchase Agreement and deposit such funds in a bank account approved by the Issuer and each Liquidity Provider (each acting reasonably) and keep such funds on deposit in such bank account until the earlier to occur of:
    - (A) the Liquidity Providers' commitment being replaced by a liquidity commitment satisfactory to the Issuer and the Trustee (acting reasonably); and
    - (B) such funds being applied by the A1 Note Conditional Purchaser in payment of the A1 Note Mandatory Transfer Price in accordance with this Agreement (and any surplus amounts in excess of such commitment shall be released to (or to the order of) the Liquidity Providers); or
  - (ii) replace the Liquidity Providers' commitment with a liquidity commitment satisfactory to the Issuer and the Trustee (acting reasonably);
- (f) it will promptly notify the Issuer in the event that it becomes aware that the short-term unsecured and unsubordinated debt obligations of any of the Liquidity Providers are downgraded or are put on negative outlook by any of the rating agencies then rating the short-term unsecured and unsubordinated debt obligations of the Liquidity Providers;
- (g) it will not until it has purchased the Class A1 Notes in accordance with this Agreement, agree to reduce, or cause to be reduced (whether by action or inaction), the aggregate commitments of the Liquidity Providers under the Revolving Asset Purchase Agreement below the then current GBP Equivalent Principal Amount Outstanding of the Class A1 Notes. For the avoidance of doubt, this paragraph (f) shall not prevent the Liquidity Providers assigning or transferring their respective commitments and obligations in accordance with the Revolving Asset Purchase Agreement;
- (h) it will not until it has purchased the Class A1 Notes in accordance with this Agreement terminate, or cause to be terminated (whether by action or inaction), the Revolving Asset Purchase Agreement;
- (i) it will not until it has purchased the Class A1 Notes in accordance with this Agreement agree to amend, or cause to be amended (whether by action or

inaction), the Revolving Asset Purchase Agreement in a manner which would have a material adverse effect on the ability of the A1 Note Conditional Purchaser to fully perform its obligations under this Agreement on the relevant due dates;

- (j) it will on or before the date hereof (i) enter into the Revolving Asset Purchase Agreement, (ii) use reasonable endeavours to satisfy each of the conditions precedent thereunder, and (iii) deliver to each of the Issuer and the Trustee one true and complete photocopy of the executed Revolving Asset Purchase Agreement;
- (k) without prejudice to paragraph (h), it will deliver to each of the Issuer and the Trustee one true and complete photocopy of each amendment agreed by the relevant parties to be made to the executed Revolving Asset Purchase Agreement on or before the 14th day after such amendment is so agreed, provided that this paragraph (j) shall only apply to such amendments which are to take effect on or prior to its purchase (if applicable) of the Class A1 Notes;
- (l) it will pay the A1 Note Mandatory Transfer Price free and clear of any withholding tax, unless such tax is required under any applicable law to be deducted or withheld. If any such tax is required under any applicable law to be deducted or withheld, it will increase the A1 Note Mandatory Transfer Price to the extent necessary so that the recipients will receive the amount that would have been paid absent such deduction or withholding; and
- (m) it will maintain any consents and approvals of any court, government department or other regulatory body in any jurisdiction to which it is subject, required for the performance by it of its rights and obligations under the Remarketing Agreement and the A1 Note Conditional Purchase Agreement.

#### 4.6 Covenants of the Liquidity Provider

- (a) The Liquidity Provider covenants to and agrees with the Issuer, the Trustee and the A1 Note Conditional Purchaser that it will agree to advance funds in accordance with the Revolving Asset Purchase Agreement if required to do so by the A1 Note Conditional Purchaser on or prior to the date (if applicable) on which the A1 Note Conditional Purchaser purchases the Class A1 Notes.
- (b) The Liquidity Provider covenants to and agrees with the Issuer that until the A1 Note Conditional Purchaser has purchased the Class A1 Notes in accordance with this Agreement, upon a downgrade of the short-term unsecured and unsubordinated debt obligations of the Liquidity Provider below the Minimum Rating, and if the Liquidity Provider is not replaced within 30 days from such downgrade in accordance with the Revolving Asset Purchase Agreement, the Liquidity Provider will, promptly following a notice of drawdown from the A1 Note Conditional Purchaser, advance all of the funds available from the Liquidity Provider under the Revolving Asset Purchase

Agreement to the A1 Note Conditional Purchaser for deposit by the A1 Note Conditional Purchaser in a bank account approved by the Issuer and the Liquidity Provider (each acting reasonably) on the basis that such funds will be kept on such deposit in such bank account until the earlier to occur of: (i) the Liquidity Provider's short-term unsecured and unsubordinated debt obligations being again rated the Minimum Rating (following which such funds will be released to (or to the order of) the Liquidity Provider, together with any accrued interest thereon), (ii) the Liquidity Provider being replaced by a liquidity provider whose short-term unsecured and unsubordinated debt obligations have ratings at least equal to the Minimum Rating (following which such funds will be released to (or to the order of) the Liquidity Provider, together with any accrued interest thereon), or (iii) such funds being applied by the A1 Note Conditional Purchaser in payment of the A1 Note Mandatory Transfer Price in accordance with this Agreement. To the extent that the Liquidity Provider's commitment is reduced from time to time in accordance with the Revolving Asset Purchase Agreement, upon the redemption (in whole or in part) of the Class A1 Notes, any amounts deposited in the bank account in excess of such commitment shall be released to (or to the order of) the relevant Liquidity Provider.

- (c) The Liquidity Provider covenants to and agrees with the Issuer that until the A1 Note Conditional Purchaser has purchased the Class A1 Notes in accordance with this Agreement, if the Liquidity Provider's commitment will expire and not be renewed for another term after the next A1 Note Mandatory Transfer Date and the A1 Note Conditional Purchaser has not entered into a replacement revolving asset purchase agreement which is reasonably satisfactory to the Issuer and the Trustee, the Agent shall, prior to such expiry, request the Liquidity Provider to make, and if such request is made the Liquidity Provider shall make in accordance with the provisions of the Revolving Asset Purchase Agreement, an advance of all the funds available from the Liquidity Provider to the A1 Note Conditional Purchaser under the Revolving Asset Purchase Agreement for deposit by the A1 Note Conditional Purchaser in a bank account approved by the Issuer and the Liquidity Provider (each acting reasonably), such funds to be applied in accordance with Clause 4.5(e).
- (d) The Liquidity Provider covenants to and agrees with the Issuer that until the A1 Note Conditional Purchaser has purchased the Class A1 Notes in accordance with this Agreement:
- (i) it shall not assign, transfer or dispose of any of its rights or obligations under the Revolving Asset Purchase Agreement, except in accordance with the terms of the Revolving Asset Purchase Agreement; and
  - (ii) it shall not enter into any arrangement, understanding or contract with any person (other than the A1 Note Conditional Purchaser or the Issuer)

requiring it to consult with any person (other than the A1 Note Conditional Purchaser or the Issuer) or act on the instructions or recommendations of any person (other than the A1 Note Conditional Purchaser or the Issuer) in each case in connection with its rights or obligations under the Revolving Asset Purchase Agreement.

- (e) The Liquidity Provider represents and warrants to the Issuer that as at the date of this Agreement it is the sole lender under the Revolving Asset Purchase Agreement and that it has not entered into or agreed to enter into any assignment, transfer, disposal, arrangement, understanding or contract referred to in paragraphs (i) and (ii) above.
- (f) All payments to be made by the Liquidity Provider under the Revolving Asset Purchase Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off, withholding or counterclaim.

#### 4.7 Undertakings of the A1 Note Conditional Purchaser

The A1 Note Conditional Purchaser hereby undertakes that:

- (a) it will, to the extent it is able, issue commercial paper to fund its obligation to pay any sums due under this Agreement on any A1 Note Mandatory Transfer Date;
- (b) it will have in place arrangements under the Revolving Asset Purchase Agreement which ensure (in accordance and subject to the terms of the Revolving Asset Purchase Agreement) that it will have sufficient funds to enable it to satisfy its obligations at the time prescribed under this Agreement if it cannot issue commercial paper on the date its obligation under this Agreement is due;
- (c) on or around each A1 Note Mandatory Transfer Date, it will renew or replace the Revolving Asset Purchase Agreement so as to enable it to comply with its undertakings in (a) and (b) above;
- (d) to the extent it is not able to pay the A1 Note Mandatory Transfer Price without exercising its rights under the Revolving Asset Purchase Agreement and utilising any credit enhancement as is available to it at the time, it will exercise its rights under the Revolving Asset Purchase Agreement and/or utilise such credit enhancement to obtain the necessary funds;
- (e) as long as the Class A1 Notes remain subject to the A1 Note Mandatory Transfer Arrangements, it shall certify to the Issuer, the Administrator and the Trustee on or prior to each Determination Date that as of such date, (i) the aggregate commitments of the Liquidity Providers under the Revolving Asset Purchase Agreement equal or exceed the amount necessary to permit it to pay the amounts which otherwise may be due under the A1 Note Conditional Purchase Agreement on the next A1 Note Mandatory Transfer Date; (ii) the

commitments of the Liquidity Providers under the Revolving Asset Purchase Agreement have not been terminated; and (iii) it has not become insolvent;

- (f) it will promptly inform the A1 Noteholders in accordance with Condition 12 of the Notes if as of any Determination Date it fails to certify to any of the foregoing; and
- (g) it will notify in writing as soon as is practicable the Issuer, the Administrator and the Trustee (i) of any breach by it of any representation or warranty made in this Agreement, (ii) if any event occurs that would be likely to result in a breach of a representation or warranty made by it in this Agreement; or (iii) that it is unable to satisfy any of its obligations under this Agreement, and in each case such breach or potential breach would be likely to have a material adverse effect on the A1 Noteholders.

#### 4.8 Covenants of the Issuer

The Issuer covenants and agrees with the A1 Note Conditional Purchaser that it will comply with the covenants made by it in the Subscription Agreement.

#### 4.9 Covenants of the Administrator

The Administrator covenants and agrees with the A1 Note Conditional Purchaser that it will comply with the covenants made by it in the Subscription Agreement.

#### 4.10 Covenants of the Title Holders

Each Title Holder covenants and agrees with the A1 Note Conditional Purchaser that it will comply with the covenants made by it in the Subscription Agreement.

### 5. INDEMNIFICATION

- 5.1 The A1 Note Conditional Purchaser enters into this Agreement on the basis of the representations, warranties and agreements on the part of the Issuer, PFPLC, MTS (in its capacity as Administrator) and the Title Holders (the "Representing Companies") in this Agreement with the intention that the same shall be true and accurate in all material respects on the Closing Date, in each case with reference to the facts and circumstances then subsisting, and each Representing Company undertakes with the A1 Note Conditional Purchaser that it will hold the A1 Note Conditional Purchaser and their respective directors and officers fully and effectually indemnified from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) may incur or which may be made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation or any breach or alleged breach of any of the aforesaid representations, covenants or agreements by any Representing Company unless such losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands arise out of or are the result of the negligence or wilful default of the A1 Note Conditional Purchaser whereupon the A1 Note Conditional Purchaser shall not receive the benefit of this Clause 5.1.

- 5.2 The indemnities referred to in Clause 5.1 above shall, respectively, extend to include all costs, charges and expenses which the A1 Note Conditional Purchaser may pay or incur in investigating, disputing or defending any claim or action or other proceedings in respect of which any Representing Company has or may have a liability to indemnify under Clause 5.1 above. If any action, proceeding, claim or demand shall be brought or asserted against the A1 Note Conditional Purchaser in respect of which any Representing Company has or may have a liability to indemnify as provided in Clause 5.1 above, the A1 Note Conditional Purchaser shall promptly notify each Representing Company against whom such indemnity is to be sought in each case in writing, and the relevant Representing Company shall have the option to assume the defence thereof, including the employment of legal advisers selected by the relevant Representing Company and (in any case where such action, proceeding, claim or demand is made against the A1 Note Conditional Purchaser) approved by the A1 Note Conditional Purchaser (such approval not to be unreasonably withheld), subject to the payment by the relevant Representing Company of all fees and expenses relating thereto; provided that if the defendants in any such action, proceeding, claim or demand include the relevant Representing Company and the A1 Note Conditional Purchaser, and the A1 Note Conditional Purchaser shall have reasonably concluded that there may be legal defences available to it which are different from or additional to those available to the relevant Representing Company and in the event that the relevant Representing Company does not wish to assume or is prevented from assuming such different or additional legal defences on behalf of the A1 Note Conditional Purchaser, the A1 Note Conditional Purchaser shall have the right at the expense of the relevant Representing Company to select separate legal advisers to assume such legal defences and otherwise to participate in the defence of such action, proceeding, claim or demand on its behalf.
- 5.3 Upon receipt of notice from a Representing Company of its election so to assume the defence of any such action, proceeding, claim or demand in respect of which it has or may have a liability to indemnify as provided in Clause 5.1 above, and approval (where required by Clause 5.2 above) by the A1 Note Conditional Purchaser as aforesaid of legal advisers, the relevant Representing Company will not be liable to the A1 Note Conditional Purchaser under this Clause 5.3 for any fees or expenses otherwise incurred by the A1 Note Conditional Purchaser in connection with any such defence thereof unless:
- (a) the A1 Note Conditional Purchaser shall have employed legal advisers in connection with the assumption of legal defences in accordance with the proviso to Clause 5.2 above; or
  - (b) the relevant Representing Company shall not have employed legal advisers approved by or on behalf of the A1 Note Conditional Purchaser to represent the A1 Note Conditional Purchaser within a reasonable time after notice of commencement of the action or proceedings or the making of any claim or demand; or

- (c) the relevant Representing Company has authorised the employment of separate legal advisers by the A1 Note Conditional Purchaser,

in which case it will reimburse the A1 Note Conditional Purchaser all such fees and expenses.

- 5.4 If any such action, proceeding, claim or demand in respect of which a Representing Company has or may have a liability to indemnify as provided in Clause 5.1 above shall be settled with the consent of the relevant Representing Company (such consent not to be unreasonably withheld) or if there be a final judgment for the claimant in relation thereto, the relevant Representing Company agrees to indemnify and hold harmless the A1 Note Conditional Purchaser from and against any loss or liability by reason of such settlement or judgment (other than any fees or expenses incurred in circumstances where the relevant Representing Company is not to be liable therefor under Clause 5.3 above).

## 6. TERMINATION

- 6.1 Notwithstanding anything contained herein, this Agreement shall terminate upon the occurrence of an A1 Note Mandatory Transfer Termination Event or if the A1 Note Conditional Purchaser otherwise ceases to be under an obligation to pay the A1 Note Mandatory Transfer Price by virtue of Clause 1.2(f).

- 6.2 Upon such termination in accordance with Clause 6.1, this Agreement shall terminate and be of no further effect and no party shall be under any liability to any other in respect of this Agreement except that (i) the Issuer, the Administrators and the Title Holders shall remain liable under Clause 6 to indemnify the A1 Note Conditional Purchaser in accordance with the terms thereof for any breach of any representation or warranty contained in Clause 4, (ii) the Issuer shall remain liable under Clause 3 for the payment of the costs and expenses already incurred or incurred in consequence of such termination, and (iii) the A1 Note Conditional Purchaser and any subsequent transferees shall be required to comply with the provisions of Clause 1.2(j) and 1.3 (*Accession*).

## 7. UNDERTAKINGS

The undertakings and indemnities in this Agreement shall continue in full force and effect despite completion of any investigation made by or on behalf of the A1 Note Conditional Purchaser.

## 8. NOTICE

Any communication under or in respect of this Agreement shall be given by letter, or by telex or facsimile transmission and shall be sent:

- (a) if to the Issuer, to it at:

St Catherine's Court  
Herbert Road  
Solihull



West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

- (b) if to the Administrator/Originator, to it at:

St Catherine's Court  
Herbert Road  
Solihull  
West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

- (c) if to the A1 Note Conditional Purchaser, to Sheffield Receivables Corporation  
c/o:

Barclays Bank PLC  
200 Park Avenue  
5th Floor  
New York  
New York 10166  
USA

and in the case of Sheffield's Agent, to it at:

5 The North Colonnade  
Canary Wharf  
London E14 4BB

Tel no.: 020 7773 7274  
Fax no.: 020 7773 1930

- (d) if to Barclays as Remarketing Agent, to it at:

5 The North Colonnade  
Canary Wharf  
London E14 4BB

Tel no.: 020 7773 7274  
Fax no.: 020 7773 1930

- (e) if to the Trustee, to it at:

Citigroup Centre, 14th Floor  
Canada Square  
Canary Wharf  
London  
E14 5LB

Attention: Agency & Trust  
Facsimile No. 020 7500 5248

(f) if to PFPLC, to it at:

St Catherine's Court  
Herbert Road  
Solihull  
West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

(g) if to MTS, to it at:

St Catherine's Court  
Herbert Road  
Solihull  
West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

(h) if to PML, to it at:

St Catherine's Court  
Herbert Road  
Solihull  
West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

(i) if to MTL, to it at:

St Catherine's Court  
Herbert Road

Solihull  
West Midlands  
B91 3QE

Tel no.: 0121 712 2323  
Fax no.: 0121 712 2699  
Attention: Company Secretary

Any such communication shall take effect, in the case of a letter, at the time of delivery, in the case of facsimile transmission, at the time of despatch or, in the case of telephone, when made.

Any communication by telephone shall be confirmed by letter but failure to send or receive the letter of confirmation shall not invalidate the original communication.

**9. NON-PETITION**

9.1 The A1 Note Conditional Purchaser undertakes to the Issuer that, until one year and one day has elapsed since the last day on which the Issuer has discharged all of its obligations in relation to the Notes, it will not petition or commence proceedings for the administration or winding-up of the Issuer (nor join any person in such proceedings or commencement of proceedings) nor commence any legal proceedings against the Issuer.

9.2 The Issuer undertakes to the A1 Note Conditional Purchaser that, until one year and one day has elapsed since the last day on which any commercial paper issued by the A1 Note Conditional Purchaser under the Sheffield Administration Agreement remained outstanding, it will not petition or commence proceedings for the administration or winding-up of the A1 Note Conditional Purchaser (nor join any person in such proceedings or commencement of proceedings) nor commence any legal proceedings against the A1 Note Conditional Purchaser.

**10. TIME OF ESSENCE**

Any date or period specified in this Agreement may be postponed or extended by mutual agreement among the parties, but as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

**11. COUNTERPARTS**

This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

**12. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 13. GOVERNING LAW AND JURISDICTION

#### 13.1 Governing Law

This Agreement shall be governed by and construed in accordance with English law.

#### 13.2 Jurisdiction:

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**") may be brought in such courts. The parties to this Agreement hereby irrevocably submit to the jurisdiction of such courts and waive any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the parties to this Agreement and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

#### 13.3 Service of Process – A1 Note Conditional Purchaser

The A1 Note Conditional Purchaser irrevocably appoints Barclays Bank PLC of 5 The North Colonnade, Canary Wharf, London E14 4BB (the "**A1 Note Conditional Purchaser's Process Agent**") to receive, for it and on its behalf, service of process in any proceedings in England. Such service shall be deemed completed on delivery to the A1 Note Conditional Purchaser's Process Agent (whether or not it is forwarded to and received by the A1 Note Conditional Purchaser). If for any reason the A1 Note Conditional Purchaser's Process Agent ceases to act as such or no longer has an address in England, the A1 Note Conditional Purchaser irrevocably agrees to appoint a substitute process agent acceptable to each of the Issuer, the Trustee and the Remarketing Agent and shall immediately notify each of the parties under this Agreement of such appointment. Nothing shall affect the right to service process in any other manner permitted by law.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed as of the date first written above.

**SIGNATURES**

**PARAGON MORTGAGES (NO. 12) PLC**

**By: JOHN A HARVEY**

**BARCLAYS BANK PLC (as Agent)**

**By: PIERRE DULEYRIE**

**SHEFFIELD RECEIVABLES CORPORATION**

**By: BARCLAYS BANK PLC AS ATTORNEY-IN-FACT  
JANETTE LIEU**

**BARCLAYS BANK PLC (as Remarketing Agent)**

**By: ALLEN APPEN**

**BARCLAYS BANK PLC (as Liquidity Provider)**

**By: PIERRE DULEYRIE**

**PARAGON FINANCE PLC**

**By: JOHN A HARVEY**

**MORTGAGE TRUST SERVICES PLC**

**By: JOHN A HARVEY**

**PARAGON MORTGAGES LIMITED**

**By: JOHN A HARVEY**

**MORTGAGE TRUST LIMITED**

**By: JOHN A HARVEY**

**SCHEDULE 1**  
**RELEVANT DOCUMENTS**

1. the Paying Agency Agreement;
2. the Trust Deed;
3. the Deed of Charge;
4. the Mortgage Sale Agreement;
5. the Administration Agreement;
6. the Subordinated Loan Agreement;
7. the Flexible Drawing Facility Agreement (if any);
8. the Subscription Agreement;
9. the Supplemental Deeds of Declaration of Trust and the Thirty Fourth Supplemental VAT Deed of Declaration of Trust;
10. the Basis Hedge Agreement;
11. the Currency Swap AI Agreement;
12. the Post Enforcement Call Option;
13. this Agreement; and
14. the Remarketing Agreement.

**SCHEDULE 2**  
**CONDITIONAL PURCHASE ACTIVATION NOTICE**

[on the letterhead of the Issuer, the Administrator or the Remarketing Agent, as the case may be]

[To: Sheffield Receivables Corporation :  
c/o Barclays Bank PLC :  
200 Park Avenue :  
5th Floor :  
New York :  
New York 10166 :  
USA :  
[Fax: [•] :  
Attention: [•]] :

[ Date ]

Dear Sirs

All terms used herein shall have the meanings specified in or by reference to the A1 Note Conditional Purchase Agreement entered into on [20] July 2006 between, among others, the Issuer, the Administrator, Barclays Bank PLC and Sheffield Receivables Corporation (the "**Agreement**").

In respect of the A1 Note Mandatory Transfer Date arising on [ ] pursuant to Clauses 1.2(b) and 1.2 (e) of the Agreement, we hereby:

- (a) confirm that the Class A1 Notes have not been sold to third parties pursuant to the Remarketing Agreement/a Remarketing Termination Event has occurred];
- (b) notify you that the amount payable by way of A1 Note Mandatory Transfer Price is GBP[ ];
- (c) confirm that no Event of Default with respect to the Class A1 Notes is currently outstanding;
- (d) confirm that the Agreement has not terminated; and
- (e) confirm that no optional redemption in full of the Class A1 Notes has been elected for such A1 Note Mandatory Transfer Date.

Yours faithfully,

For and on behalf of  
**Barclays Bank PLC** (if Clause 1.2(c) (i) is applicable) or



**[Issuer/Administrator (if Clause 1.2(c) (ii) is applicable)]**

**SCHEDULE 3**  
**FORM OF ACCESSION DEED**

To: Paragon Mortgages (No.12) plc as Issuer

From: [•], the Transferee

Date:

THIS DEED dated [•], refers to the A1 Note Conditional Purchase Agreement (the "A1 Note Conditional Purchase Agreement") dated [20] July 2006 and made between, among others, the Issuer and the A1 Note Conditional Purchaser (as the same may from time to time be amended, restated, novated or supplemented).

Words and expressions defined or incorporated by reference in the A1 Note Conditional Purchase Agreement have the same meaning when used in this Deed.

The Transferee hereby agrees to comply with and be bound by Clauses 1.2(j) and 1.3 of the A1 Note Conditional Purchase Agreement as if it had been an original party to such agreement in place of the A1 Note Conditional Purchaser.

The Transferee is a company duly incorporated under the law of [*name of relevant jurisdiction*].

This Deed is governed by and shall be construed in accordance with English law.

**IN WITNESS WHEREOF** this Deed has been executed by the Transferee as a deed on the day and year first above written.

**Execution**

Executed as a deed on behalf of

[[•]]

in the presence of:

Director

Director/Secretary