

CONFORMED COPY

PARAGON FINANCE PLC
AND
MORTGAGE TRUST SERVICES PLC
AND
PARAGON MORTGAGES (NO.12) PLC
AND
CITICORP TRUSTEE COMPANY LIMITED
AND
HOMELoAN MANAGEMENT LIMITED

SUBSTITUTE ADMINISTRATOR AGREEMENT

THIS SUBSTITUTE ADMINISTRATOR AGREEMENT is made as a Deed on 20 July 2006

BETWEEN:

- (1) **PARAGON FINANCE PLC** a company incorporated under the laws of England and Wales (registered number 1917566) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands, B91 3QE ("**PFPLC**");
- (2) **MORTGAGE TRUST SERVICES PLC** (registered number 3940202) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE ("**MTS**", an "**Administrator**" and together with PFPLC in its capacity as an administrator under the Administration Agreement referred to below, the "**Administrators**" which expressions shall include such person and all other persons for the time being acting as an Administrator or Administrators under the Administration Agreement referred to below);
- (3) **CITICORP TRUSTEE COMPANY LIMITED** a company incorporated under the laws of England and Wales (registered number 235914) whose principal place of business is at Citigroup Centre, 14th Floor, Canada Square, Canary Wharf, London, E14 5LB (in its capacity as the trustee, the "**Trustee**", which expression shall include such person and all other persons for the time being acting as the trustee or trustees under the Trust Deed);
- (4) **HOMELoAN MANAGEMENT LIMITED** a company incorporated under the laws of England and Wales (registered number 2214839) whose registered office is at 1 Providence Place, Skipton, North Yorkshire, BD23 2HL ("**HML**") in its capacity as Substitute Administrator; and
- (5) **PARAGON MORTGAGES (NO. 12) PLC** (registered number 5386924) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (the "**Issuer**").

IT IS AGREED:

1. **INTERPRETATION**

Terms and expressions defined in the Relevant Documents (as defined in an administration agreement between, among others, the Trustee, the Issuer, PFPLC as an Administrator and MTS as an Administrator dated the date hereof (the "**Administration Agreement**")) shall have the same meaning where used in this Agreement.

2. **APPOINTMENT AND ADMINISTRATION FEE**

Subject as provided herein, HML hereby agrees to act as substitute administrator for the Issuer hereunder and assume the duties and obligations of both of the Administrators for the Issuer on the same terms, mutatis mutandis, as those set out in the Administration Agreement which shall accordingly be incorporated herein, but as if

there were deleted from clause 11.1(B) of the Administration Agreement the words, "for so long as PFPLC and/or MTS are Administrators," and as if there were substituted in that clause of the Administration Agreement the words "0.15 per cent per annum (exclusive of any amounts in respect of VAT)", in place of the words "not more than 0.15 per cent per annum" in respect of the Administrative Senior Fee and the words "0.15 per cent per annum (exclusive of any amounts in respect of VAT)", in place of the words "not more than 0.15 per cent per annum (in each case inclusive of any amounts in respect of VAT)" in respect of the Administration Subordinated Fee, as soon as reasonably practicable after it is notified in writing by the Trustee that the Trustee is unable to appoint a substitute administrator pursuant to clause 20 of the Administration Agreement. For the avoidance of any doubt, HML shall only be entitled to payment of the administration fee payable under clause 11.1 of the Administration Agreement to the extent that such administration fee accrues in accordance with the provisions of such clause 11 from the date on which HML assumes the duties and obligations of both of the Administrators as described in this Agreement and for so long as HML is acting as Administrator in accordance with the provisions of this Agreement and the Administration Agreement.

3. **SUBSTITUTE ADMINISTRATOR COMMITMENT FEE**

In consideration of the Substitute Administrator entering into this Agreement, the Issuer agrees to pay to the Substitute Administrator (together with any amounts of VAT (if any) thereon) an aggregate commitment fee (the "**Substitute Administrator Commitment Fee**") of 0.004 per cent per annum of the aggregate of the Interest Charging Balances of the Mortgages payable in accordance with clause 6.1.2(b) of the Deed of Charge, accruing in respect of each Interest Period (beginning with the Interest Period which commences in July 2006) and calculated at the beginning of each Collection Period (or, in respect of the first Collection Period, calculated on the Closing Date) and on the basis of a year of 365 days and for the actual number of days elapsed in that Interest Period and payable quarterly in arrear on each Interest Payment Date beginning with the Interest Payment Date falling in November 2006, provided that the Substitute Administrator Commitment Fee described in this clause 3 shall cease to be payable with immediate effect from the date which is the earlier of:

- (a) the date on which the notification from the Trustee referred to in clause 2 of this Agreement is sent to HML;
- (b) the date on which this Agreement is terminated; and
- (c) the date on which the Secured Amounts (as defined in the "**Deed of Sub-Charge and Assignment**") are repaid or paid in full.

4. **EXPENSES AS ADMINISTRATOR**

- 4.1 Upon assumption by HML of the duties and obligations of both of the Administrators as provided herein the Trustee shall permit the reimbursement hereunder from the funds of the Issuer to HML of its reasonable expenses incurred in becoming

Administrator as if such expenses fell within the terms of clause 12 of the Administration Agreement. Such costs and expenses and the time of payment shall be agreed by HML and the Trustee but payment shall normally occur on an Interest Payment Date.

- 4.2 Upon assumption by HML hereunder, and during the performance by HML of its duties and obligations as Administrator, the Issuer agrees to pay or reimburse (as appropriate) to HML on each Interest Payment Date all costs, charges and expenses paid by HML of the kind referred to in the Administration Agreement, which shall include any costs (including reasonable costs of funds) and expenses incurred by HML on behalf of the Issuer prior to reimbursement by the Issuer, in the performance of its duties and obligations as Administrator, HML shall become bound by and be subject to terms identical, *mutatis mutandis*, to the terms of the Administration Agreement applicable to the Administrators and entitled hereunder to rights, benefits, powers and discretions identical to those of the Administrators under the Administration Agreement. HML agrees to use its reasonable endeavours:
- 4.2.1 to obtain and maintain all consents, licences, permits, concessions, approvals and authorisations (together "Authorisations") required for it lawfully to carry out all the obligations of the Administrators contemplated by the Administration Agreement and/or this Agreement, including any Authorisations under the Financial Services and Markets Act 2000 ("FSMA") and the Consumer Credit Act 1974;
- 4.2.2 without limitation to the foregoing, to the extent that the services which HML is to perform as contemplated in this Agreement and/or the Administration Agreement or the carrying on by the Issuer of its business as contemplated by the Relevant Documents require HML or the Issuer to obtain any Authorisations under FSMA, to obtain and maintain all such Authorisations in respect of itself; and
- 4.2.3 to preserve all registrations under the Data Protection Acts 1984 and 1998 which are required for HML lawfully to carry out all of the obligations of the Administrators under the Administration Agreement.
- 4.3 If the amount to which HML is entitled pursuant to clauses 2, 3 and 4 above is not paid on the due date for payment, interest will be payable on such amounts at the rate of two per cent over the base rate from time to time of Lloyds TSB Bank Plc.

5. LIABILITY

- 5.1 HML shall have no liability in respect of:
- 5.1.1 any breach by any previous Administrator (or any agent, delegate or subcontractor of, and appointed by, any previous Administrator) of the Administration Agreement or any other Relevant Document or any failure by any previous owner or administrator (including any agent, delegate or subcontractor) to administer any Mortgage effectively or properly;

- 5.1.2 any failure to comply with the terms of the Administration Agreement which are incorporated herein (as amended to be applicable to it) (having used its reasonable endeavours to comply with the same) in so far as the same results from any breach as described in clause 5.1.1 or any information, documents, deeds, computer disks or other data not being made freely available to it within two weeks, from the time of request, to the extent that such information, documents, deeds, computer disks or other data is necessary for it to be able to assume its obligations as Substitute Administrator;
- 5.1.3 anything which this Agreement or the Administration Agreement provides or anticipates will be done if the same cannot be done as a result of non co-operation by the Issuer provided that HML shall forthwith upon experiencing such non co-operation give written notice thereof to the Trustee;
- 5.1.4 in so far as any breach of this Agreement or the Administration Agreement shall arise through any difficulties not attributable to HML arising out of any change in the direct debit instructions or operations on HML's appointment as Substitute Administrator;
- 5.1.5 imbalances, errors, or inability to reconcile amounts in respect of any accounts covered by the Administration Agreement, resulting from the activities of any previous Administrator;
- 5.1.6 the preparation of any report or the taking of any action with regard to any period prior to HML becoming the Administrator or in respect of any transactions which take place prior to that date;
- 5.1.7 the production of any historical records prior to the beginning of the year in which HML migrates the administration to any new software system;
- 5.1.8 any shortfall in any guaranteed or minimum payment to the Issuer or the Trustee as a result of poor performance of the Mortgages;
- 5.1.9 any failure to notify HML in writing of any change to the computing systems utilised by either Administrator in the provision of the Services under the Administration Agreement which such Administrator reasonably believes to be material to the administration of the Mortgages or to provide to HML all updated software programmes necessary for use in connection with such services;
- 5.1.10 any failure to licence or procure the licence to HML of any intellectual property rights reasonably necessary to enable HML to perform its duties and obligations as Administrator and, in particular, all software programmes used in connection with the Services so as to permit HML to use such intellectual property rights only in connection with such Services free of charge upon assumption by HML of the duties and obligations of the Administrators as provided herein; and

5.1.11 any breach of clause 10.6 or clause 10.10.

6. EXPENSES AS SUBSTITUTE ADMINISTRATOR

6.1 HML shall have no obligation to expend any funds or incur any cost or expense in connection with its duties if in its reasonable opinion the same shall not be assured to it from the Mortgages.

6.2 The Issuer shall reimburse HML for the reasonable fees and expenses of HML's legal advisers properly incurred in the negotiation and execution of this Agreement, together with any amounts in respect of VAT charged or chargeable in respect thereof, provided that the Issuer shall only be obliged to reimburse HML in respect of VAT incurred on fees, expenses or other amounts to the extent that any such amount in respect of VAT is not recoverable by HML by way of repayment, credit or set-off.

7. TERMINATION EVENTS

7.1 Without prejudice to clause 15, HML may, by serving notice in writing to the Issuer, terminate this Agreement (and HML shall be released from all obligations under this Agreement) if:

7.1.1 the Issuer fails to make any payment due to HML hereunder on the due date for payment thereof or within 30 Business Days thereafter; or

7.1.2 any amendment, addition or modification is made without HML's consent (such consent not to be unreasonably withheld or delayed) to the Deed of Charge or the Administration Agreement which, in the reasonable opinion of HML, is materially prejudicial to HML without an appropriate increase in its fees being agreed by HML; or

7.1.3 provided that it has fully complied with its obligations under clause 4.2, HML no longer holds the Authorisations required for it lawfully to carry out all the obligations of the Administrators contemplated by the Administration Agreement and/or this Agreement, including any Authorisations under FSMA and the Consumer Credit Act 1974, and for the avoidance of doubt HML shall not be obliged to continue in its role as Administrator, if it has been appointed pursuant to Clause 2 of this Agreement, if it no longer holds these Authorisations.

7.2 This Agreement will also terminate with immediate effect, and without any requirement that notice be given, on any date on which the Secured Amounts are repaid or paid in full. Termination of this Agreement shall be without prejudice to HML's existing rights.

8. SECURITY

8.1 HML agrees with the Issuer and the Trustee that subject to clause 8.2:

- 8.1.1 only the Trustee is entitled to enforce the security created in favour of the Trustee by or pursuant to the Deed of Charge in accordance with the provisions of the Deed of Charge;
 - 8.1.2 HML shall not have any right to take any steps whatsoever to enforce the security created by or pursuant to the Deed of Charge or to direct the Trustee to do so;
 - 8.1.3 HML shall not have any right to take any steps for the purpose of obtaining payment of any monies due and payable to it pursuant to this Agreement; and
 - 8.1.4 HML shall not take any steps to recover any other debts whatsoever owing to it by the Issuer or procure the appointment of an administrative receiver in respect of or the making of an administration order against or the winding up or liquidation of the Issuer in respect of any of its liabilities whatsoever.
- 8.2 Notwithstanding clause 8.1 above, if:
- 8.2.1 the Trustee has become bound both to serve an Enforcement Notice and to enforce the security created by or pursuant to the Deed of Charge but has failed to do so within a reasonable time and such failure is continuing; or
 - 8.2.2 any administration fee (which does not include the Substitute Administrator Commitment Fee) payable to HML or any other sum payable to HML under this Agreement in its capacity as Administrator is not paid when due and such failure continues for 60 days,

HML shall be entitled to take such steps as it shall deem necessary to enforce its rights hereunder to payment of any sum on the expiry of a period of 60 days immediately following the due date for payment of such sum.

9. SOFTWARE

- 9.1 Subject to clause 9.2, PFPLC, as the sole and exclusive owner of the Paragon Software (as defined in clause 9.4), hereby grants to HML, free of charge and until such time as this Agreement is terminated, a non-exclusive, non-transferable licence to use the Paragon Software solely for the purpose of administering the Mortgages in accordance with this Agreement in the event that HML is appointed as Administrator pursuant to clause 2.
- 9.2 To the extent permitted by applicable law, PFPLC shall not be liable to HML for any loss or damage whatsoever or howsoever arising directly or indirectly in connection with the licence granted pursuant to clause 9.1, the Paragon Software and its use or otherwise and without prejudice to the generality of this clause 9.2 it is agreed that PFPLC shall not be liable to HML for any indirect, special, incidental or consequential loss or damage which may arise in respect of the Paragon Software or its use or for loss of profit, revenue, anticipated savings or goodwill.

9.3 To the extent permitted by applicable law, PFPLC disclaims and excludes all warranties with respect to the Paragon Software including any implied as to its fitness for any particular purpose or merchantability.

9.4 For the purposes of this clause 9, "Paragon Software" means the following software packages:

9.4.1 the Paragon Account Administration System (Target);

9.4.2 the Computer Assisted Collection Account System (CACCS);

9.4.3 IMPACT;

9.4.4 COMPASS;

9.4.5 Print Solution;

9.4.6 SPV system; and

9.4.7 PTTS,

and any upgrades as may be made to such software packages from time to time.

10. TRUSTEE

10.1 HML agrees that the Trustee shall discharge all its duties, obligations and responsibilities as Trustee in relation to the Mortgages by performing and observing its duties, obligations and responsibilities as Trustee in accordance with the provisions of the Trust Deed. Without prejudice to the generality of the foregoing, the Trustee shall be under no obligation to HML to take any steps to call in or to enforce the Security relating to any Mortgage or any collateral security therefor and shall not be liable to HML for any loss arising from any omission on its part to take any such steps.

10.2 HML acknowledges that the Trustee shall not be bound to take any steps or institute any proceedings after the service of an Enforcement Notice or take any other action to enforce the security constituted by or pursuant to the Deed of Charge unless the Trustee shall have been indemnified by HML to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

10.3 Subject to the provisions of this Agreement, HML agrees with the Issuer and the Trustee to be bound by the terms of the Deed of Charge.

10.4 HML may agree with the Trustee subject to the then ratings of the Notes being unaffected:

10.4.1 alternative arrangements in relation to the Transaction Account (including arrangements for moving the Transaction Account to another bank in England nominated by HML and approved by the Trustee) and all other accounts of the

Issuer as the case may be in accordance with the terms of clause 6.6 of the Administration Agreement as it considers necessary;

- 10.4.2 to remove all or any of the Borrowers from the Direct Debiting Scheme in accordance with clause 6.3 of the Administration Agreement and to reinstate the Direct Debiting Scheme in respect of all or any of them on such amended or other basis as it thinks fit.
- 10.5 HML shall have no liability for the obligations of the Issuer howsoever arising and nothing herein shall constitute a guarantee or similar obligation by HML of the Issuer.
- 10.6 No variation of this Deed shall be effective unless it is in writing and signed by each of the parties to this Deed. The Issuer and the Trustee agree that they will not make any amendment, addition to or modification to the Administration Agreement or to the Deed of Charge so as to adversely affect HML's position without HML's prior written consent (such consent not to be unreasonably withheld).
- 10.7 Nothing in this Agreement shall prevent HML from rendering services similar to those provided for in this Agreement to other persons, firms or companies carrying on business similar to or in competition with the Issuer. For the avoidance of doubt nothing in this Agreement shall oblige HML at any time to charge the same rate of interest in respect of the Mortgages as it does in respect of other assets of the same type as the Mortgages which are administered by it or of which it is the lender.
- 10.8 HML may not assign or transfer any of its rights under this Agreement without the prior written consent of the Issuer and the Trustee.
- 10.9 HML shall not be obliged to perform any of the duties and obligations of each Administrator to the extent that, but only for as long as, it is prevented from doing so by any circumstances beyond its reasonable control (including, without limitation, any present or future law or regulation or any act of any governmental authority).
- 10.10 For so long as HML acts as Substitute Administrator hereunder the Issuer shall procure that the Administrators shall:
 - 10.10.1 make available to HML in respect of each Interest Period a copy of the Principal Amount Outstanding and the Pool Factor for each Note of a particular class supplied pursuant to clause 13.10.3 of the Administration Agreement to the parties mentioned therein;
 - 10.10.2 send to HML a copy of the annual audited accounts of the Issuer within a reasonable time after their publication;
 - 10.10.3 make available to HML on a monthly basis such data as it may reasonably request in relation to each Mortgage to enable it to provide the Services in relation to such Mortgages; and
 - 10.10.4 send or make available to HML such other information as HML may reasonably request.

11. WARRANTIES

11.1 The Issuer and the Trustee warrant with HML:

- 11.1.1 that the servicing and collection practices with respect to each Mortgage have been conducted in all respects in accordance with the terms of the relevant Relevant Documents and in compliance with all applicable laws and regulations and in accordance with the proper and customary practices in the business of originating and servicing assets of the same type as the Mortgages; and
- 11.1.2 the administration of the Mortgages shall be kept up to date at all times and HML shall not be responsible if it becomes the Administrator for remedying any breach or defect in the administration of the Mortgages relating to the period prior to HML becoming the Administrator save on such terms as HML may agree with the Issuer and the Trustee.

12. GOVERNING LAW

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

13. NOTICES

Any notices required to be served hereunder shall be in writing and sent by prepaid post or by facsimile transmission or by email transmission and shall be deemed to be given upon receipt and shall be delivered or sent:

- (a) in the case of the Issuer, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of The Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of The Company Secretary);
- (b) in the case of PFPLC, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of The Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of The Company Secretary);
- (c) in the case of MTS, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of The Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of The Company Secretary);
- (d) in the case of HML, to the address appearing at the beginning of this Agreement (facsimile number: 0870 601 3213, for the attention of the Legal Services Manager; and

- (e) in the case of the Trustee, to the address appearing at the beginning of this Agreement (facsimile number: 020 7500 5248, for the attention of: Agency & Trust).

14. LICENCES

- 14.1 When it is appointed as substitute administrator (as in clause 20.12 of the Administration Agreement) HML will be supplied with all items necessary to undertake the role in accordance with clause 17.3 of the Administration Agreement within five Business Days.
- 14.2 Software licences referred to in clause 17.1 of the Administration Agreement will be made available to HML for the six month period referred to in clause 17.3.2 of the Administration Agreement, free of cost to HML.
- 14.3 Failure to meet either of the above conditions will give HML the right to terminate this Agreement forthwith by notice in writing.

15. TERMINATION BY NOTICE

This Agreement may be terminated by HML or the Trustee on the earlier of:

- 15.1.1 the date falling twelve months after the date of receipt by the other parties to this Agreement of written notice from HML or the Trustee, as the case may be, of an intention to terminate this Agreement; and
- 15.1.2 the date of appointment of a replacement Substitute Administrator approved by the Rating Agencies.

16. VAT

- 16.1 Subject to the proviso to clause 6.2, all sums referred to in this Agreement are expressed exclusive of any amounts in respect of VAT which shall be payable in addition wheresoever appropriate.
- 16.2 If H.M. Revenue & Customs demands payment of any amount from the Issuer in respect of any amounts payable to H.M. Revenue & Customs in respect of any Paragon Group VAT, the Issuer or, if so requested by the Issuer, the Substitute Administrator on its behalf, shall notify PFPLC and the Trustee in writing of the amount so demanded (the "Demanded Amount") and shall at the same time provide evidence satisfactory to the Trustee (with a copy to PFPLC) that such demand has been made.
- 16.3 PFPLC agrees that if it is unable to pay, or procure payment of, the Demanded Amount, it will send to the Substitute Administrator and the Trustee a copy of its written notification to the Issuer stating that it does not have sufficient funds to pay all or part of the Demanded Amount and has been unable to procure any other appropriate member of the Paragon VAT Group or any other person to pay the same, in whole or in part. Such notification shall state, where the Demanded Amount has been partially paid, the amount of the Demanded Amount which remains unpaid.

- 16.4 In the event that, after receiving any notification pursuant to clause 16.3, the Trustee serves notice on the Substitute Administrator requiring it to procure that an application is made to H.M. Revenue & Customs for the Issuer to cease to be a member of the Paragon VAT Group, the Substitute Administrator agrees to make forthwith the necessary application to H.M. Revenue & Customs.
- 16.5 The provisions of clauses 16.1 to 16.4 (inclusive) shall only take effect from the date on which HML assumes the duties and obligations of each Administrator as described in this Agreement and for so long as HML is acting as Administrator in accordance with the provisions of this Agreement.
- 16.6 For the purposes of this clause 16:
- "Paragon Group VAT"** means all amounts from time to time payable to H.M. Revenue & Customs in respect of the VAT liability of the Paragon VAT Group; and
- "Paragon VAT Group"** means the group of companies presently consisting of PFPLC and the other companies which are members of the VAT group of which PFPLC is the representative member, as the same may vary at any time and from time to time.
- 16.7 The parties to this Agreement do not intend that any term of this Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed the day and year first before written.

EXECUTED as a DEED by) **JOHN A HARVEY**
Paragon Finance PLC)
signed for and on its behalf by one of its duly)
authorised attorneys)

Witness's signature: **AMER SIDDIQUI**
Name (print): **AMER SIDDIQUI**
Occupation: **SOLICITOR**
Address: **10 UPPER BANK STREET**
LONDON E14 5JJ

EXECUTED as a DEED by) **JOHN A HARVEY**
Mortgage Trust Services PLC)
signed for and on its behalf by one of its duly)
authorised attorneys)

Witness's signature: **AMER SIDDIQUI**
Name (print): **AMER SIDDIQUI**
Occupation: **SOLICITOR**
Address: **10 UPPER BANK STREET**
LONDON E14 5JJ

EXECUTED as a DEED by) **MARNE LIDSTER**
Citicorp Trustee Company Limited)
in its capacity as Trustee) **DAVID MARES**
acting by a Director and its)
Secretary or two Directors)

Director **MARNE LIDSTER**

Director **DAVID MARES**

EXECUTED as a DEED by) **JOHN A HARVEY**
Paragon Mortgages (No. 12) PLC)
signed for and on its behalf by one of its duly)
authorised attorneys)

Witness's signature: **AMER SIDDIQUI**
Name (print): **AMER SIDDIQUI**
Occupation: **SOLICITOR**
Address: **10 UPPER BANK STREET**
LONDON E14 5JJ

EXECUTED as a DEED by) **GILL DAVIDSON**
Homeloan Management Limited)
signed for and on its behalf by one of its duly) **DEBBIE RICHARDSON**
authorised attorneys)

Witness's signature: **SUSAN WATERHOUSE**
Name (print): **SUSAN WATERHOUSE**
Occupation: **LEGAL ASSISTANT**
Address: **7 ST MARYS GREEN**
BD23 3DG