

Dated **16** September 2008

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

(as Issuer)

and

**BARCLAYS BANK PLC**

(as Remarketing Agent)

and

**BARCLAYS BANK PLC**

(as Conditional Purchaser's Agent, Agent and Liquidity Provider)

and

**SHEFFIELD RECEIVABLES CORPORATION**

(as A1 Note Conditional Purchaser)

and

**CITIBANK N.A., LONDON BRANCH**

(as Tender Agent)

and

**CITICORP TRUSTEE COMPANY LIMITED**

(as Trustee)

and

**PARAGON FINANCE PLC**

(as Administrator)

and

**MORTGAGE TRUST SERVICES PLC**

(as Administrator)

and

**PARAGON MORTGAGES LIMITED**

(as Title Holder)

and

**MORTGAGE TRUST LIMITED**

(as Title Holder)

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**DEED OF AMENDMENT IN RESPECT OF  
THE REMARKETING AGREEMENT AND  
THE A1 NOTE CONDITIONAL PURCHASE AGREEMENT  
EACH DATED 20 JULY 2006 AS AMENDED FROM TIME  
TO TIME**

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THIS DEED is made on 16 September 2008

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**BETWEEN**

- (1) **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**");
- (2) **BARCLAYS BANK PLC** (registered number 1026167) acting through its office at 5 The North Colonnade, Canary Wharf, London, E14 4BB in its capacity as remarketing agent (the "**Remarketing Agent**");
- (3) **BARCLAYS BANK PLC** acting through its office at 200 Park Avenue, 5<sup>th</sup> Floor, New York, New York 10166 USA in its capacity as conditional purchaser's agent, agent and liquidity provider (the "**Conditional Purchaser's Agent**", "**Agent**" and "**Liquidity Provider**");
- (4) **SHEFFIELD RECEIVABLES CORPORATION** c/o Barclays Bank PLC, 200 Park Avenue, 5<sup>th</sup> Floor, New York, New York 10166 USA (the "**A1 Note Conditional Purchaser**");
- (5) **CITIBANK, N.A., LONDON BRANCH**, acting through its office is at Citigroup Centre, 21st Floor, Canada Square, Canary Wharf, London, E14 5LB (the "**Tender Agent**");
- (6) **CITICORP TRUSTEE COMPANY LIMITED**, whose principal London office is at Citigroup Centre, 14th Floor, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**");
- (7) **PARAGON FINANCE PLC** (registered number 1917566) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (an "**Administrator**");
- (8) **MORTGAGE TRUST SERVICES PLC** (registered number 3940202) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (an "**Administrator**" and together with Paragon Finance PLC, the "**Administrators**");
- (9) **PARAGON MORTGAGES LIMITED** (registered number 2337854) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (a "**Title Holder**"); and
- (10) **MORTGAGE TRUST LIMITED** (registered number 2048895) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE (a "**Title Holder**" and together with Paragon Mortgages Limited, the "**Title Holders**").

## WHEREAS

- (A) The Issuer, the Remarketing Agent and the A1 Note Conditional Purchaser, amongst others, entered into a remarketing agreement on 20 July 2006 as amended on 7 April 2008 (the "**Remarketing Agreement**").
- (B) The Issuer, the Remarketing Agent and the A1 Note Conditional Purchaser, amongst others, entered into an A1 note conditional purchase agreement on 20 July 2006 (the "**A1 Note Conditional Purchase Agreement**" and, together with the Remarketing Agreement the "**Amendment Documents**").
- (C) The parties now wish to amend certain provisions of the Amendment Documents.
- (D) Pursuant to Clause 19.2 of the Trust Deed, the Trustee may, without the consent of the Noteholders, at any time and from time to time, concur with the Issuer in making any modification to the Amendment Documents, which in the opinion of the Trustee it may be proper to make, provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the relevant Noteholders or is of a minor, formal or technical nature.

## NOW THIS DEED OF AMENDMENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

### 1. DEFINITIONS

- 1.1 Save where the contrary is indicated or the context otherwise requires, words and phrases as defined in or incorporated by reference into the Amendment Documents shall have the same meaning herein.

### 2. AMENDMENTS

#### 2.1 Amendments to the Remarketing Agreement

The parties hereto agree that the following amendment shall be made to the Remarketing Agreement:

- 2.1.1 The definition of "**Event of Default**" shall be deleted in its entirety.

- 2.1.2 A new definition of "**Enforcement Notice**" shall be inserted as follows:

"**Enforcement Notice**" means an enforcement notice served by the Trustee on the Issuer in accordance with Condition 9 (*Events of Default*) of the Terms and Conditions of the Notes;"

- 2.1.3 Clause 2.1.1(b) shall be deleted in its entirety and replaced with the following:

"(b) no Enforcement Notice has been served on the Issuer; and".

- 2.1.4 Clause 5.1.1 shall be deleted in its entirety and replaced with the following:

"5.1.1 an Enforcement Notice is served on the Issuer;".

2.1.5 The first paragraph of Clause 5.3 shall be deleted in its entirety and replaced with the following:

"5.3 Upon the occurrence of a Remarketing Termination Event, the Remarketing Agent shall have no further obligations hereunder except (so long as no Enforcement Notice has been served on the Issuer and no replacement remarketing agent has assumed these functions) as follows:".

## 2.2 **Amendments to the A1 Note Conditional Purchase Agreement**

The parties hereto agree that the following amendments shall be made to the A1 Note Conditional Purchase Agreement:

2.2.1 Recital (E)(ii) shall be deleted in its entirety and replaced with the following:

"(ii) an Enforcement Notice being served on the Issuer prior to such A1 Note Mandatory Transfer Date; or".

2.2.2 Clause 1.2(c) shall be deleted in its entirety and replaced with the following:

"(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 service of an Enforcement Notice); 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.".

2.2.3 Clause 1.2(e) shall be deleted in its entirety and replaced with the following:

"(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 Enforcement Notice has been served on the Issuer."

2.2.4 Clause 1.2(f)(ii) shall be deleted in its entirety and replaced with the following:

"(ii) if an Enforcement Notice has been served on the Issuer in respect of the Class A1 Notes 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;"

2.2.5 Paragraph (c) of the form of Conditional Note Purchase Activation Notice in Schedule 2 shall be deleted in its entirety and replaced with the following:

"(c) confirm that no Enforcement Notice with respect to the A1 Notes has been served on the Issuer;"

### **3. CONSTRUCTION AND INCORPORATION**

3.1 As from the date hereof, the Amendment Documents shall be read and construed in all respects as incorporating the changes made by this Deed of Amendment but otherwise all terms and conditions of the Amendment Documents shall remain in full force and effect in all respects.

3.2 All references in the Amendment Documents to "this Agreement", "this Deed" or "this Trust Deed" shall be deemed to be references to the relevant Amendment Document as amended by this Deed.

3.3 Nothing in this Deed shall operate as a waiver of any right or remedy of any party under any provisions of the Amendment Documents as amended hereby nor to excuse any delay or omission in the performance of the Amendment Documents nor to impair any right or remedy arising thereunder or in respect thereof.

### **4. NOTICE**

The Trustee agrees that notice of the modifications shall not be required to be given to the Noteholders (as defined in the Trust Deed).

### **5. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original.

### **6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed has not right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

### **7. GOVERNING LAW**

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

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date stated at the beginning.

*The Issuer*

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

**Executed by:**

**as its deed as follows:**

Signed for and on its behalf by one of its  
duly authorised attorneys

By:

Name: JOHN G GEMMELL

Title: DIRECTOR

**Witness**

Signature:

Name: ANDREW KITCHING

Occupation: COMPLIANCE MANAGER

Address: ST CATHERINES COURT, HERBERT ROAD, SOLIHULL, WEST MIDLANDS  
B91 3QE

*The Remarketing Agent*

**BARCLAYS BANK PLC**

By:

Name:

Title:

**Witness**

Signature:

Name:

Occupation:

Address:

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date stated at the beginning.

*The Issuer*

**Executed by:**

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

**as its deed as follows:**

Signed for and on its behalf by one of its  
duly authorised attorneys

By:

Name:

Title:

**Witness**

Signature:

Name:

Occupation:

Address:

*The Remarketing Agent*

**BARCLAYS BANK PLC**

By:

Name: ALLEN APPEN

Title: MANAGING DIRECTOR

**Witness**

Signature: Jason Vonderhaar

Name: JASON VONDERHAAR

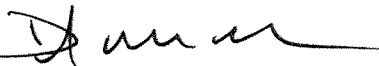
Occupation: ASSOCIATE

Address: 5 THE NORTH COLONNADE  
CANARY WHARF  
LONDON E14 4BB



*The Conditional Purchaser's Agent*

**BARCLAYS BANK PLC**

By:   
Name: David Mirz  
Title: Associate Director

Witness  
Signature: 


Name: Jodi Braunstein


Occupation: Associate Director, AS6

Address: 200 Park ave.  
New York, NY 10166

*The Agent*

**BARCLAYS BANK PLC**

By:   
Name: David Mirz  
Title: Associate Director

Witness  
Signature: 

Name: Jodi Braunstein

Occupation: Associate Director, AS6

Address: 200 Park ave.  
New York, NY 10166

*The Liquidity Provider*

**BARCLAYS BANK PLC**

*Mary Logan*

By:

Name: *Mary Logan*

Title: *Director*

**Witness**

Signature: *Jodi Braunstein*

Name: *Jodi Braunstein*

Occupation: *Associate Director, ASL*

Address: *200 Park Ave.  
New York, NY 10166*

*The AI Note Conditional Purchaser*

**SHEFFIELD RECEIVABLES CORPORATION**

By:

*Dan Mirz*

Name: *Dan Mirz*

Title: *Associate Director*

**Witness**

Signature: *Jodi Braunstein*

Name: *Jodi Braunstein*

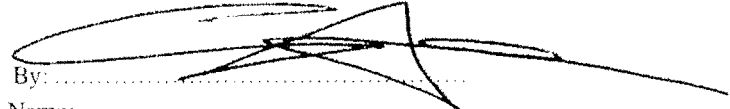
Occupation: *Associate Director, ASL*


Address: *200 Park Ave.  
New York, NY 10166*

*The Tender Agent*

Executed by:  
as its deed as follows:

CITIBANK N.A., LONDON BRANCH

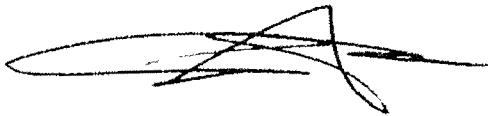
By:   
Name: **Carl Hardie**  
Title: **Vice President**

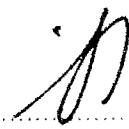
Witness   
Name: **GEORGIA MITCHELL**  
Occupation: **BANKER**  
Address: **CITI GROUP  
CANADA SQUARE  
CANARY WHARF  
LONDON**

*The Trustee*

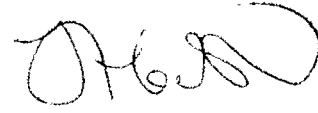
Executed by:  
as its deed as follows:

CITICORP TRUSTEE COMPANY  
LIMITED



By:   
Name: **Viola Jones**  
Title: **Director**

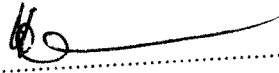
Witness **Carl Hardie**  
Name: **Vice President**  
Occupation: **BANKER**  
Address: **CITI GROUP  
CANADA SQUARE  
CANARY WHARF  
LONDON**

  
F


The Administrators

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

Paragon Finance PLC

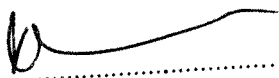
By:   
Name: JOHN G GEMMELL  
Title: DIRECTOR

Witness


Signature:   
Name: ANDREW KITCHING  
Occupation: COMPLIANCE MANAGER  
Address: ST. CATHERINES COURT, HERBERT ROAD, SOLIHULL, WEST M. DLANDS  
B91 3QE

Mortgage Trust Services plc

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

By:   
Name: JOHN G GEMMELL  
Title: DIRECTOR


Witness

Signature:   
Name: ANDREW KITCHING  
Occupation: COMPLIANCE MANAGER  
Address: ST. CATHERINES COURT, HERBERT ROAD, SOLIHULL, WEST MIDLANDS  
B91 3QE

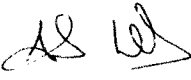
The Title Holders

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

Paragon Mortgages Limited

By:   
Name: JOHN G GEMMELL  
Title: DIRECTOR

Witness

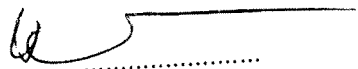
Signature:   
Name: ANDREW KITCHING

Occupation: COMPLIANCE MANAGER


Address: ST. CATHERINES COURT, HERBERT ROAD, SOLIHULL, WEST MIDLANDS  
B91 3QE

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

Mortgage Trust Limited

By:   
Name: JOHN G GEMMELL  
Title: DIRECTOR

Witness

Signature:   
Name: ANDREW KITCHING

Occupation: COMPLIANCE MANAGER

Address: ST CATHERINES COURT, HERBERT ROAD, SOLIHULL, WEST MIDLANDS  
B91 3QE