

PM14

Execution Version



CONFIRMATION

This Confirmation is dated 22 March 2007

From: **BARCLAYS BANK PLC**

5, The North Colonnade

Canary Wharf

London E14 4BB

Trade ID: 1661343B

To: **PARAGON MORTGAGES (NO.14) PLC**

St. Catherine's Court

Herbert Road

Solihull

West Midlands B91 3QE

Attention: The Company Secretary

CITICORP TRUSTEE COMPANY LIMITED

Citigroup Centre, 14th Floor

Canada Square

Canary Wharf

London E14 5LB

Attention: Agency & Trust

Dear Sirs

Currency Swap A1 Agreement

Paragon Mortgages (No.14) PLC

The purpose of this letter is to confirm the terms and conditions of the swap transactions entered into between us on the Trade Date specified below (the "**Swap Transactions**"). This letter constitutes a "Confirmation" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) entered into between us and both of you in connection with the Class A1 Notes (the "**Relevant Notes**") on the date of this Confirmation as amended and supplemented from time to time (the "**Agreement**").

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps & Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation shall prevail. Any terms not otherwise defined herein or in the Definitions shall have the meanings given to them in the Agreement, in the Conditions (as defined in the Deed of Charge) and in the Relevant Documents (as defined in Condition 3).

This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in, incorporated in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below.

For the avoidance of doubt, the amount of any payment obligations in respect of the Swap Transactions will be determined subject to the provisions of Part 5(l) of the schedule to the Agreement.

The terms of the particular Swap Transactions to which this Confirmation relates are as follows:

Party A:	Barclays Bank plc
Party B:	Paragon Mortgages (No.14) PLC.
Trade Date:	15 March 2007
Effective Date:	22 March 2007
Termination Date:	The earlier of (a) the Interest Payment Date falling in September 2039; (b) the date on which the Relevant Notes are redeemed or repaid in full; and (c) the date on which the Relevant Notes are transferred to the Conditional A1 Note Purchaser (as defined in the Conditions) in accordance with Condition 5(i) (<i>A1 Note Mandatory Transfer Arrangements</i>)
Interest Payment Date:	Fifteenth day of each month, commencing on 15 April 2007 up to and including the Termination Date, adjusted in accordance with the Following Business Day Convention
Business Day:	London, New York and TARGET Settlement Day
USD Amortisation Amount:	In respect of an Interest Payment Date, the amount (in USD) to be applied in repayment of the principal amount of the Relevant Notes on such Interest Payment Date as notified to the Calculation Agent by the Administrator at least two Business Days prior to the relevant Interest Payment Date.
Exchange Rate:	GBP 1.00: USD 1.935000
Party A Currency:	USD

Floating Payments

Floating Amounts for Party A:

Floating Rate Payer:	Party A.
Party A Currency Amount:	As at any Party A Payment Date, USD 1,500,000,000 minus the aggregate of each Party A Interim Exchange Amount made prior to such date as determined by the Administrator.
Party A Payment Dates:	Fifteenth day of each month, commencing on 15 April 2007 up to and including the Termination Date, adjusted in accordance with the Following Business Day Convention.
Floating Rate Option:	USD-LIBOR-BBA
Designated Maturity:	one month; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the two week and one month rates.
Spread A for each Calculation Period up to and including the Calculation Period ending on but excluding the Interest Payment Date in December 2007:	0.00% per annum.
Spread A for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in December 2007, up to and including the Calculation Period ending on but excluding the Termination Date:	The Reset Margin
Party A Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period.

Floating Amounts for Party B:

Floating Rate Payer:	Party B.
Party B Currency Amount:	As at any Party B Payment Date, GBP 775,193,798.45 minus the aggregate of each Party B Interim Exchange Amount made prior to such

date.

Party B Payment Dates: 15 March, 15 June, 15 September and 15 December of each year, adjusted in accordance with the Following Business Day Convention, commencing in September 2007.

Floating Rate Option: GBP-LIBOR-BBA.

Designated Maturity: three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.

Spread B for the Calculation Periods up to and including the Calculation Period ending on but excluding the Interest Payment Date in December 2007: [REDACTED] per annum.

Spread B for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in December 2007 up to and including the Calculation Period ending on but excluding the Termination Date: [REDACTED]

Party B Floating Rate Day Count Fraction: Actual/365 (Fixed)

Reset Dates: The first day of each Calculation Period.

Calculation Agent: Party A.

Initial Exchange

Initial Exchange Date: Effective Date.

Party A Initial Exchange Amount: GBP 775,193,798.45

Party B Initial Exchange Amount: USD 1,500,000,000.00

Interim Exchange

Interim Exchange Date: Each Interest Payment Date on which the USD Amortisation Amount is to be applied in or towards repayment of the principal amount of the Relevant Notes (as advised to Party A by the

Administrator).

Party A Interim Exchange Amount: The USD Amortisation Amount.

Party B Interim Exchange Amount: In respect of any Interim Exchange Date, an amount in GBP equal to the Party A Interim Exchange Amount converted to GBP at the Exchange Rate.

Final Exchange

Final Exchange Date: Termination Date.

Party A Final Exchange Amount: A USD amount equal to the Party B Final Exchange Amount converted into USD at the Exchange Rate.

Party B Final Exchange Amount: The Party B Currency Amount.

Account Details

Payments to Party A:

Account for Payments in USD: Federal Reserve Bank of New York, New York
 ABA No. 026-0025-74
 Account: Barclays Bank PLC, New York
 Fav.: Barclays Swaps & Options Group, New York
 Account No.: 050-01922-8

Account for Payments in GBP: Barclays Bank PLC, 54 Lombard Street, London
 CHAPS Sort Code 20-00-00
 SWIFT: BARCGB22
 Account: Barclays Swaps
 Account No.: 152021

Payments to Party B:

Account for Payments in USD Citibank N.A., New York
 SWIFT: CITIUS33
 For Citibank N.A., London
 SWIFT: CITIGB2L
 Account No.: 10990765
 Ref: XS0292826921/Paragon Mortgages (No.14)
 PLC

Account for Payments in GBP Royal Bank of Scotland plc
 GLO London
 Sort Code: 16-75-76

Account number: 98394012
Reference: GLO/Paragon Second Funding

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 56215835
Favour: Paragon Second Funding Limited
Transaction account

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 58598650
Favour: Paragon Mortgages (No.14) PLC
Transaction Account

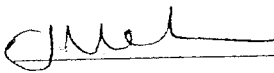
Offices:

The Office of Party A for each of the Transactions evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

On

By: 

Name JONATHAN MARTIN

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

On

By: _____

Name

Signed for and on behalf of: **Citicorp Trustee Company Limited**

On

By: _____

Name

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

On


By: _____

Name

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

On

By: 

Name

Signed for and on behalf of: **Citicorp Trustee Company Limited**

On

By: 
Name **Jillian Hamblin
Director**

CONFIRMATION

This Confirmation is dated 22 March 2007

From: **BARCLAYS BANK PLC**

5, The North Colonnade
Canary Wharf
London E14 4BB

Trade ID: 1661362B

To: **PARAGON MORTGAGES (NO.14) PLC**

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

Attention: The Company Secretary

CITICORP TRUSTEE COMPANY LIMITED

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

Attention: Agency & Trust

Dear Sirs

**Currency Swap A2b Agreement
Paragon Mortgages (No.14) PLC**

The purpose of this letter is to confirm the terms and conditions of the swap transactions entered into between us on the Trade Date specified below (the "**Swap Transactions**"). This letter constitutes a "Confirmation" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) entered into between us and both of you in connection with the Class A2b Notes (the "**Relevant Notes**") on the date of this Confirmation as amended and supplemented from time to time (the "**Agreement**").

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps & Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation shall prevail. Any terms not otherwise defined herein or in the Definitions shall have the meanings given to them in the Agreement, in the Conditions (as defined in the Deed of Charge) and in the Relevant Documents (as defined in Condition 3).

This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in, incorporated in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below.

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The terms of the particular Swap Transactions to which this Confirmation relates are as follows:

Party A:	Barclays Bank plc
Party B:	Paragon Mortgages (No.14) PLC.
Trade Date:	15 March 2007
Effective Date:	22 March 2007
Termination Date:	The earlier of (a) the Interest Payment Date falling in September 2039; and (b) the date on which the Relevant Notes are redeemed or repaid in full
Interest Payment Date:	Each Interest Payment Date in respect of the Relevant Notes
Business Day:	London, New York and TARGET Settlement Day
EUR Amortisation Amount:	In respect of an Interest Payment Date, the amount (in EUR) to be applied in repayment of the principal amount of the Relevant Notes on such Interest Payment Date as notified to the Calculation Agent by the Administrator at least two Business Days prior to the relevant Interest Payment Date.
Exchange Rate:	GBP 1.00: EUR 1.463000
Party A Currency:	EUR

Floating Payments

Floating Amounts for Party A:

Floating Rate Payer:	Party A.
Party A Currency Amount:	As at any Party A Payment Date, EUR 246,000,000.00 minus the aggregate of each Party A Interim Exchange Amount made prior to such date as determined by the Administrator.

Party A Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes
Floating Rate Option:	EUR-EURIBOR, taken from Reuters page EURIBOR01 at around 11.00 a.m. (Brussels time)
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.
Spread A for each Calculation Period up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012:	0.10% per annum.
Spread A for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012, up to and including the Calculation Period ending on but excluding the Termination Date:	0.20% per annum
Party A Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period.
Floating Amounts for Party B:	
Floating Rate Payer:	Party B.
Party B Currency Amount:	As at any Party B Payment Date, GBP 168,147,641.83 minus the aggregate of each Party B Interim Exchange Amount made prior to such date.
Party B Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes.
Floating Rate Option:	GBP-LIBOR-BBA.
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be

	applied by reference to the five month and six month rates.
Spread B for the Calculation Periods up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012:	██████████ per annum.
Spread B for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012 up to and including the Calculation Period ending on but excluding the Termination Date:	██████████ per annum
Party B Floating Rate Day Count Fraction:	Actual/365 (Fixed)
Reset Dates:	The first day of each Calculation Period.
Calculation Agent:	Party A.
<i>Initial Exchange</i>	
Initial Exchange Date:	Effective Date.
Party A Initial Exchange Amount:	GBP 168,147,641.83
Party B Initial Exchange Amount:	EUR 246,000,000.00
<i>Interim Exchange</i>	
Interim Exchange Date:	Each Interest Payment Date on which the EUR Amortisation Amount is to be applied in or towards repayment of the principal amount of the Relevant Notes (as advised to Party A by the Administrator).
Party A Interim Exchange Amount:	The EUR Amortisation Amount.
Party B Interim Exchange Amount:	In respect of any Interim Exchange Date, an amount in GBP equal to the Party A Interim Exchange Amount converted in GBP at the Exchange Rate.
<i>Final Exchange</i>	

Final Exchange Date: Termination Date.

Party A Final Exchange Amount: A EUR amount equal to the Party B Final Exchange Amount converted into EUR at the Exchange Rate.

Party B Final Exchange Amount: The Party B Currency Amount.

Account Details

Payments to Party A:

Account for Payments in EUR: Barclays Bank PLC, London
SWIFT: BARCGB22
Account: Barclays Bank PLC, London
Account No.: 78659111

Account for Payments in GBP: Barclays Bank PLC, 54 Lombard Street, London
CHAPS Sort Code 20-00-00
SWIFT: BARCGB22
Account: Barclays Swaps
Account No.: 152021

Payments to Party B:

Account for Payments in EUR To: Citibank N.A., London - CITIGB2L
SWIFT: CITIGB2L
A/C: 8378339
Ref: XS0291723400/Paragon Mortgages (No.14)
PLC

Account for Payments in GBP Royal Bank of Scotland plc
GLO London
Sort Code: 16-75-76
Account number: 98394012
Reference: GLO/Paragon Second Funding

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 56215835
Favour: Paragon Second Funding Limited
Transaction account

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 58598650

Favour: Paragon Mortgages (No.14) PLC
Transaction Account

Offices: The Office of Party A for each of the Transactions
evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

By: _____

Name

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

on

By: _____

Name

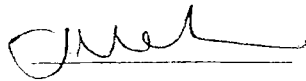
Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: _____

Name

on

By: 

Name JONATHAN MARTIN

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of:

Paragon Mortgages (No.14) PLC

on

By: _____

Name

Signed for and on behalf of:

Citicorp Trustee Company Limited

on

By: _____

Name

Favour: Paragon Mortgages (No.14) PLC
Transaction Account

Offices: The Office of Party A for each of the Transactions
evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

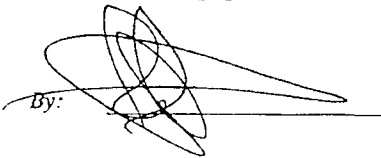
By: _____

Name

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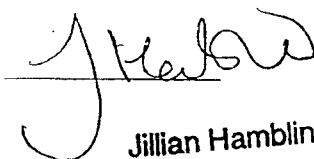
on

By: 

Name

Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: 

Name

**Jillian Hamblin
Director**

PM14
A2c

CONFIRMATION

This Confirmation is dated 22 March 2007

From: **BARCLAYS BANK PLC**

5, The North Colonnade
Canary Wharf
London E14 4BB

Trade ID: 1661377B

To: **PARAGON MORTGAGES (NO.14) PLC**

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

Attention: The Company Secretary

CITICORP TRUSTEE COMPANY LIMITED

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

Attention: Agency & Trust

Dear Sirs

Currency Swap A2c Agreement
Paragon Mortgages (No.14) PLC

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Party B:	Paragon Mortgages (No.14) PLC.
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Effective Date:	22 March 2007
Termination Date:	The earlier of (a) the Interest Payment Date falling in September 2039; and (b) the date on which the Relevant Notes are redeemed or repaid in full
Interest Payment Date:	Each Interest Payment Date in respect of the Relevant Notes
Business Day:	London, New York and TARGET Settlement Day
USD Amortisation Amount:	In respect of an Interest Payment Date, the amount (in USD) to be applied in repayment of the principal amount of the Relevant Notes on such Interest Payment Date as notified to the Calculation Agent by the Administrator at least two Business Days prior to the relevant Interest Payment Date.
Exchange Rate:	GBP 1.00: USD 1.935000
Party A Currency:	USD

Floating Payments

Floating Amounts for Party A:

Floating Rate Payer:	Party A.
Party A Currency Amount:	As at any Party A Payment Date, USD 400,000,000.00 minus the aggregate of each Party A Interim Exchange Amount made prior to such date as determined by the Administrator.

Party A Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes
Floating Rate Option:	USD-LIBOR-BBA
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.
Spread A for each Calculation Period up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012:	0.10% per annum.
Spread A for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012, up to and including the Calculation Period ending on but excluding the Termination Date:	0.20% per annum
Party A Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period.
Floating Amounts for Party B:	
Floating Rate Payer:	Party B.
Party B Currency Amount:	As at any Party B Payment Date, GBP 206,718,346.25 minus the aggregate of each Party B Interim Exchange Amount made prior to such date.
Party B Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes.
Floating Rate Option:	GBP-LIBOR-BBA.
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.

Spread B for the Calculation Periods up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012: [REDACTED] per annum.

Spread B for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012 up to and including the Calculation Period ending on but excluding the Termination Date: [REDACTED] per annum

Party B Floating Rate Day Count Fraction: Actual/365 (Fixed)

Reset Dates: The first day of each Calculation Period.

Calculation Agent: Party A.

Initial Exchange

Initial Exchange Date: Effective Date.

Party A Initial Exchange Amount: GBP 206,718,346.25

Party B Initial Exchange Amount: USD 400,000,000.00

Interim Exchange

Interim Exchange Date: Each Interest Payment Date on which the USD Amortisation Amount is to be applied in or towards repayment of the principal amount of the Relevant Notes (as advised to Party A by the Administrator).

Party A Interim Exchange Amount: The USD Amortisation Amount.

Party B Interim Exchange Amount: In respect of any Interim Exchange Date, an amount in GBP equal to the Party A Interim Exchange Amount converted in GBP at the Exchange Rate.

Final Exchange

Final Exchange Date: Termination Date.

Party A Final Exchange Amount: A USD amount equal to the Party B Final Exchange Amount converted into USD at the Exchange Rate.

Party B Final Exchange Amount: The Party B Currency Amount.

Account Details

Payments to Party A:

Account for Payments in USD: Federal Reserve Bank of New York, New York
ABA No.: 026-0025-74
Account: Barclays Bank PLC, New York
Fav.: Barclays Swaps & Options Group, New York
Account No.: 050-01922-8

Account for Payments in GBP: Barclays Bank PLC, 54 Lombard Street, London
CHAPS Sort Code 20-00-00
SWIFT: BARCGB22
Account: Barclays Swaps
Account No.: 152021

Payments to Party B:

Account for Payments in USD To: Citibank N.A., New York
SWIFT: CITIUS33
For: Citibank N.A., London
SWIFT: CITIGB2L
Account No.: 10990765
Ref: XS0292849972/Paragon Mortgages (No.14)
PLC

Account for Payments in GBP Royal Bank of Scotland plc
GLO London
Sort Code: 16-75-76
Account number: 98394012
Reference: GLO/Paragon Second Funding

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 56215835
Favour: Paragon Second Funding Limited
Transaction account

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Sort Code: 55-50-15
Account Number: 58598650
Favour: Paragon Mortgages (No. 14) PLC
Transaction account

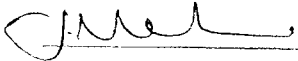
Offices: The Office of Party A for each of the Transactions

evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

By: 

Name JONATHAN MARTIN

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

on

By: _____

Name

Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: _____

Name

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

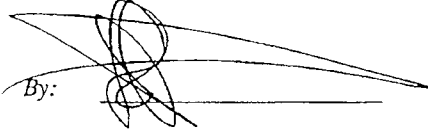
By: _____

Name

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

on

By: 

Name **John Harvey**

Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: 
Name **David Mezes**
Director

CONFIRMATION

This Confirmation is dated 22 March 2007

From: **BARCLAYS BANK PLC**

5, The North Colonnade
Canary Wharf
London E14 4BB

Trade ID: 1661401B

To: **PARAGON MORTGAGES (NO.14) PLC**

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

Attention: The Company Secretary

CITICORP TRUSTEE COMPANY LIMITED

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

Attention: Agency & Trust

Dear Sirs

**Currency Swap B1b Agreement
Paragon Mortgages (No.14) PLC**

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Party B:	Paragon Mortgages (No.14) PLC.
Trade Date:	15 March 2007
Effective Date:	22 March 2007
Termination Date:	The earlier of (a) the Interest Payment Date falling in September 2039; and (b) the date on which the Relevant Notes are redeemed or repaid in full
Interest Payment Date:	Each Interest Payment Date in respect of the Relevant Notes
Business Day:	London, New York and TARGET Settlement Day
EUR Amortisation Amount:	In respect of an Interest Payment Date, the amount (in EUR) to be applied in repayment of the principal amount of the Relevant Notes on such Interest Payment Date as notified to the Calculation Agent by the Administrator at least two Business Days prior to the relevant Interest Payment Date.
Exchange Rate:	GBP 1.00: EUR 1.463000
Party A Currency:	EUR

Floating Payments

Floating Amounts for Party A:

Floating Rate Payer:	Party A.
Party A Currency Amount:	As at any Party A Payment Date, EUR 88,800,000.00 minus the aggregate of each Party A Interim Exchange Amount made prior to such date as determined by the Administrator.

Party A Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes
Floating Rate Option:	EUR-EURIBOR, taken from Reuters page EURIBOR01 at around 11.00 a.m. (Brussels time)
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.
Spread A for each Calculation Period up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012:	0.18% per annum.
Spread A for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012, up to and including the Calculation Period ending on but excluding the Termination Date:	0.36% per annum
Party A Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period.
Floating Amounts for Party B:	
Floating Rate Payer:	Party B.
Party B Currency Amount:	As at any Party B Payment Date, GBP 60,697,197.54 minus the aggregate of each Party B Interim Exchange Amount made prior to such date.
Party B Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes.
Floating Rate Option:	GBP-LIBOR-BBA.
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be

applied by reference to the five month and six month rates.

Spread B for the Calculation Periods up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012: [REDACTED] per annum.

Spread B for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012 up to and including the Calculation Period ending on but excluding the Termination Date: [REDACTED] per annum

Party B Floating Rate Day Count Fraction: Actual/365 (Fixed)

Reset Dates: The first day of each Calculation Period.

Calculation Agent: Party A.

Initial Exchange

Initial Exchange Date: Effective Date.

Party A Initial Exchange Amount: GBP 60,697,197.54

Party B Initial Exchange Amount: EUR 88,800,000.00

Interim Exchange

Interim Exchange Date: Each Interest Payment Date on which the EUR Amortisation Amount is to be applied in or towards repayment of the principal amount of the Relevant Notes (as advised to Party A by the Administrator).

Party A Interim Exchange Amount: The EUR Amortisation Amount.

Party B Interim Exchange Amount: In respect of any Interim Exchange Date, an amount in GBP equal to the Party A Interim Exchange Amount converted in GBP at the Exchange Rate.

Final Exchange

Final Exchange Date: Termination Date.

Party A Final Exchange Amount: A EUR amount equal to the Party B Final Exchange Amount converted into EUR at the Exchange Rate.

Party B Final Exchange Amount: The Party B Currency Amount.

Account Details

Payments to Party A:

Account for Payments in EUR: Barclays Bank PLC, London
SWIFT: BARCGB22
Account: Barclays Bank PLC, London
Account No.: 78659111

Account for Payments in GBP: Barclays Bank PLC, 54 Lombard Street, London
CHAPS Sort Code 20-00-00
SWIFT: BARCGB22
Account: Barclays Swaps
Account No.: 152021

Payments to Party B:

Account for Payments in EUR To: Citibank N.A., London - CITIGB2L
SWIFT: CITIGB2L
A/C: 8378339
Ref: XS0291724630/Paragon Mortgages (No.14)
PLC

Account for Payments in GBP Royal Bank of Scotland plc
GLO London
Sort Code: 16-75-76
Account number: 98394012
Reference: GLO/Paragon Second Funding

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 56215835
Favour: Paragon Second Funding Limited
Transaction account

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 58598650

Favour: Paragon Mortgages (No. 14) PLC
Transaction account

Offices:

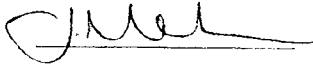
The Office of Party A for each of the Transactions
evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of:

Barclays Bank plc

on

By: 

Name *Jonathan Martin*

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of:

Paragon Mortgages (No.14) PLC

on

By: _____

Name

Signed for and on behalf of:

Citicorp Trustee Company Limited

on

By: _____

Name

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

By: _____

Name

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

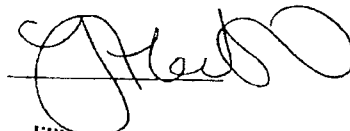
on

By: 

Name John Harvey

Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: 

Name Jillian Hamblin
Director

PM14
C1b
CONFIRMATION

This Confirmation is dated 22 March 2007

From: **BARCLAYS BANK PLC**

5, The North Colonnade
Canary Wharf
London E14 4BB

Trade ID: 1661436B

To: **PARAGON MORTGAGES (NO.14) PLC**

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

Attention: The Company Secretary

CITICORP TRUSTEE COMPANY LIMITED

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

Attention: Agency & Trust

Dear Sirs

Currency Swap C1b Agreement
Paragon Mortgages (No.14) PLC

The purpose of this letter is to confirm the terms and conditions of the swap transactions entered into between us on the Trade Date specified below (the "**Swap Transactions**"). This letter constitutes a "Confirmation" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) entered into between us and both of you in connection with the Class C1b Notes (the "**Relevant Notes**") on the date of this Confirmation as amended and supplemented from time to time (the "**Agreement**").

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps & Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation shall prevail. Any terms not otherwise defined herein or in the Definitions shall have the meanings given to them in the Agreement, in the Conditions (as defined in the Deed of Charge) and in the Relevant Documents (as defined in Condition 3).

This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in, incorporated in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below.

For the avoidance of doubt, the amount of any payment obligations in respect of the Swap Transactions will be determined subject to the provisions of Part 5(l) of the schedule to the Agreement.

The terms of the particular Swap Transactions to which this Confirmation relates are as follows:

Party A:	Barclays Bank plc
Party B:	Paragon Mortgages (No.14) PLC.
Trade Date:	15 March 2007
Effective Date:	22 March 2007
Termination Date:	The earlier of (a) the Interest Payment Date falling in September 2039; and (b) the date on which the Relevant Notes are redeemed or repaid in full
Interest Payment Date:	Each Interest Payment Date in respect of the Relevant Notes
Business Day:	London, New York and TARGET Settlement Day
EUR Amortisation Amount:	In respect of an Interest Payment Date, the amount (in EUR) to be applied in repayment of the principal amount of the Relevant Notes on such Interest Payment Date as notified to the Calculation Agent by the Administrator at least two Business Days prior to the relevant Interest Payment Date.
Exchange Rate:	GBP 1.00: EUR 1.463000
Party A Currency:	EUR

Floating Payments

Floating Amounts for Party A:

Floating Rate Payer:	Party A.
Party A Currency Amount:	As at any Party A Payment Date, EUR 135,500,000.00 minus the aggregate of each Party A Interim Exchange Amount made prior to such date as determined by the Administrator.

Party A Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes
Floating Rate Option:	EUR-EURIBOR, taken from Reuters page EURIBOR01 at around 11.00 a.m. (Brussels time)
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be applied by reference to the five month and six month rates.
Spread A for each Calculation Period up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012:	0.38% per annum.
Spread A for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012, up to and including the Calculation Period ending on but excluding the Termination Date:	0.76% per annum
Party A Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period.
Floating Amounts for Party B:	
Floating Rate Payer:	Party B.
Party B Currency Amount:	As at any Party B Payment Date, GBP 92,617,908.41 minus the aggregate of each Party B Interim Exchange Amount made prior to such date.
Party B Payment Dates:	Each Interest Payment Date in respect of the Relevant Notes.
Floating Rate Option:	GBP-LIBOR-BBA.
Designated Maturity:	three months; except for the initial Calculation Period in respect of which linear interpolation shall be applicable. Linear interpolation shall be

applied by reference to the five month and six month rates.

Spread B for the Calculation Periods up to and including the Calculation Period ending on but excluding the Interest Payment Date in March 2012: [REDACTED] per annum.

Spread B for the Calculation Periods from and including the Calculation Period beginning on (and including) the Interest Payment Date in March 2012 up to and including the Calculation Period ending on but excluding the Termination Date: [REDACTED] per annum

Party B Floating Rate Day Count Fraction: Actual/365 (Fixed)

Reset Dates: The first day of each Calculation Period.

Calculation Agent: Party A.

Initial Exchange

Initial Exchange Date: Effective Date.

Party A Initial Exchange Amount: GBP 92,617,908.41

Party B Initial Exchange Amount: EUR 135,500,000.00

Interim Exchange

Interim Exchange Date: Each Interest Payment Date on which the EUR Amortisation Amount is to be applied in or towards repayment of the principal amount of the Relevant Notes (as advised to Party A by the Administrator).

Party A Interim Exchange Amount: The EUR Amortisation Amount.

Party B Interim Exchange Amount: In respect of any Interim Exchange Date, an amount in GBP equal to the Party A Interim Exchange Amount converted in GBP at the Exchange Rate.

Final Exchange

Final Exchange Date: Termination Date.

Party A Final Exchange Amount: A EUR amount equal to the Party B Final Exchange Amount converted into EUR at the Exchange Rate.

Party B Final Exchange Amount: The Party B Currency Amount.

Account Details

Payments to Party A:

Account for Payments in EUR: Barclays Bank PLC, London
SWIFT: BARCGB22
Account: Barclays Bank PLC, London
Account No.: 78659111

Account for Payments in GBP: Barclays Bank PLC, 54 Lombard Street, London
CHAPS Sort Code 20-00-00
SWIFT: BARCGB22
Account: Barclays Swaps
Account No.: 152021

Payments to Party B:

Account for Payments in EUR To: Citibank N.A., London - CITIGB2L
SWIFT: CITIGB2L
A/C: 8378339
Ref: XS0291728466/Paragon Mortgages (No.14)
PLC

Account for Payments in GBP Royal Bank of Scotland plc
GLO London
Sort Code: 16-75-76
Account number: 98394012
Reference: GLO/Paragon Second Funding

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 56215835
Favour: Paragon Second Funding Limited
Transaction account

National Westminster Bank plc
Sort Code: 55-50-15
Account Number: 58598650

Favour: Paragon Mortgages (No. 14) PLC
Transaction account

Offices:

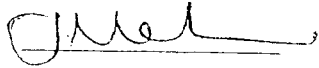
The Office of Party A for each of the Transactions
evidenced by this Confirmation is London.

Yours faithfully,

Signed for and on behalf of:

Barclays Bank plc

on

By: 

Name JONATHAN MARTIN

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of:

Paragon Mortgages (No.14) PLC

on

By: _____

Name

Signed for and on behalf of:

Citicorp Trustee Company Limited

on

By: _____

Name

Yours faithfully,

Signed for and on behalf of: **Barclays Bank plc**

on

By: _____

Name

Confirmed as of the date indicated at the start of this Confirmation:

Signed for and on behalf of: **Paragon Mortgages (No.14) PLC**

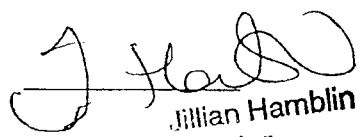
on

By: 

Name

Signed for and on behalf of: **Citicorp Trustee Company Limited**

on

By: 
Name **Jillian Hamblin**
Director