

EXECUTION VERSION

DATED 23 JULY 2015

PARAGON MORTGAGES (NO. 23) PLC
AS ISSUER

AND

CITIBANK, N.A., LONDON BRANCH
AS ACCOUNT BANK

AND

CITICORP TRUSTEE COMPANY LIMITED
AS TRUSTEE

AND

PARAGON MORTGAGES (2010) LIMITED
AS ADMINISTRATOR

ACCOUNT BANK AGREEMENT

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THIS ACCOUNT BANK AGREEMENT (this "**Agreement**") is dated 23 July 2015.

BETWEEN:

- (1) **PARAGON MORTGAGES (NO. 23) plc**, a company organised and existing under the laws of England and Wales whose registered office is at 51 Homer Road, Solihull, B91 3QJ (the "**Issuer**");
- (2) **CITIBANK, N.A., LONDON BRANCH, acting through its Agency and Trust business** located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom (the "**Account Bank**");
- (3) **PARAGON MORTGAGES (2010) LIMITED** whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Administrator**"); and
- (4) **CITICORP TRUSTEE COMPANY LIMITED** whose registered office is at Citigroup Centre, 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 referred to below).

WHEREAS:

- (A) The Issuer has requested the Account Bank to open and maintain the Transaction Account, the Hedge Collateral Accounts and any Additional Accounts in accordance with the terms of this Agreement.
- (B) The Administrator has agreed in the Administration Agreement to provide the Services to the Issuer and the Trustee including the operation of the Transaction Account, the Hedge Collateral Accounts and any Additional Accounts.
- (C) The parties to this Agreement have agreed that the Transaction Account, the Hedge Collateral Accounts and any Additional Accounts shall be operated on the terms and subject to the conditions contained in this Agreement, the Administration Agreement and the Deed of Charge.

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

"**Account Amount**" has the meaning set out in Clause 4.2.

"**Account Bank Required Minimum Rating**" means, in respect of the Account Bank (or a Replacement Account Bank, where applicable), (a)(i) its short-term issuer default rating by Fitch must be at least F1; and (ii) its long-term issuer default rating by Fitch must be at least A; and its long-term, unsecured and unsubordinated debt must be rated at least A3 by Moody's; or (b) it must have such other ratings as are consistent with the then current criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Most Senior Class of Rated Notes.

"**Accounts**" means the Transaction Account, the Hedge Collateral Accounts and any Additional Accounts).

"**Additional Accounts**" has the meaning set out in Clause 5.

"**Administration Agreement**" means the agreement dated 23 July 2015 between the Administrator, the Issuer, the Seller and the Trustee as from time to time varied with the approval of the Trustee and any agreement to which the Trustee is a party under which a substitute administrator is appointed to render services of the nature referred to in such agreement other than the Substitute Administrator Agreement.

"**Administrator**" means Paragon Mortgages (2010) Limited or any successor Administrator.

"**Applicable Law**" means any law or regulation including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority with which any party is bound or accustomed to comply; (c) any agreement entered into by any party with any Authority or between any two or more Authorities; (d) FATCA.

"**Approved Credit Support Document**" has the meaning given to it in the Deed of Charge.

"**Authorised Dealer**" means a person named in Part 3 of Schedule 2 (*Authorised Dealers*), as amended pursuant to Clause 7.4.

"**Authorised E-mail Address**" means an e-mail address specified in Schedule 3 (*Authorised E-mail Addresses*), as amended pursuant to Clause 7.4.

"**Authorised Entity**" means any entity which (a) satisfies the Account Bank Required Minimum Rating, (b) is an institution authorised to carry on banking business (including accepting deposits) under the Financial Services and Markets Act 2000, (c) is a bank for the purposes of section 878 of the Income Tax Act 2007 and (d) is a FATCA Compliant Entity.

"**Authorised Representative**" means a person named in Part 1 of Schedule 2 (*Authorised Representatives*), as amended pursuant to Clause 7.4.

"**Authority**" means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks (including but not limited to the Account Bank) are open for normal business (including dealings in foreign exchange and foreign currency deposits) in London.

"**Call-back Contact**" means a person named in Part 2 of Schedule 2 (*Call-back Contacts*), as amended pursuant to Clause 7.4.

"**Charged Property**" has the same meaning as in the Deed of Charge.

"**Class A Notes**" has the same meaning as in the Trust Deed.

"**Citi Direct**" means the electronic/internet based banking platform provided by the Account Bank to enable the Issuer to transact over the Accounts.

"**Citi Organisation**" means Citigroup, Inc., Citibank, N.A., Citibank International Limited, their branches, subsidiaries and affiliates and anyone who succeeds them or to whom they assign their rights other than Citibank, N.A., London Branch.

"**Client Money Rules**" means the FCA Rules in relation to client money from time to time.

"**Client Money Distribution Rules**" means the FCA Rules in relation to client money distribution from time to time.

"**Collection Account**" has the same meaning as in the Administration Agreement.

"**Collection Account Bank**" means the relevant financial institution with which the Collection Account is maintained, being Barclays Bank PLC at the date of this Agreement.

"**Conditions**" has the same meaning as in the Administration Agreement.

"**Deed of Charge**" means a deed of sub-charge and assignment to be entered into on 23 July 2015 between, *inter alia*, the Issuer, the Trustee, and the Administrator.

"**Enforcement Notice**" has the same meaning as in the Deed of Charge.

"**FATCA**" means:

- (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Compliant Entity**" means an entity which may receive payments free of FATCA Withholding.

"**FATCA Withholding**" means a deduction or withholding required on account of FATCA.

"**FCA**" means the Financial Conduct Authority or any regulatory authority that may succeed it as a United Kingdom regulator.

"**FCA Rules**" means the rules established by the FCA in the FCA's Handbook of rules and guidance from time to time.

"**Fees**" means charges specified in Clause 13.

"**Final Discharge Date**" means the date on which the Trustee notifies the Issuer and the Secured Parties that it is satisfied that all the Secured Amounts and/or all other moneys and other liabilities due or owing by the Issuer have been paid or discharged in full.

"**Fitch**" means Fitch Ratings Limited.

"**Force Majeure Event**" means any event (including but not limited to an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons; riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts; nationalisation, expropriation, redenomination or other related governmental actions; any Applicable Law of an Authority or supranational body; regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunications, computer services or systems, or other cause) beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

"**FSMA**" means the United Kingdom Financial Services and Markets Act 2000.

"**Hedge Collateral Accounts**" has the meaning set out in Clause 3.

"**Hedge Collateral Account Bank Required Rating**" has the meaning given to it in the relevant Approved Credit Support Document.

"**Insolvency Act**" means the Insolvency Act 1986.

"**Instruction**" means any Payment Instruction, Time Deposit Dealing Instruction or any other instruction, communication or direction (including those transmitted via SWIFT or Citi Direct) which the Account Bank is entitled to rely on for the purposes of this Agreement.

"**Interest Payment Date**" has the same meaning as in the Conditions.

"**Interest Rate**" means such rate as may be agreed from time to time as set out in a separate fee letter between the Issuer and the Account Bank.

"**KYC Procedures**" means the Account Bank's procedures relating to the verification of the identity (including, if applicable, beneficial ownership) and business of its potential and existing clients.

"**Member State**" means a member state of the European Union.

"**Moody's**" means Moody's Investors Service Limited.

"**Most Senior Class of Rated Notes**" has the same meaning as in the Administration Agreement.

"**Notes**" has the same meaning as in the Administration Agreement.

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"Payment Instruction" has the meaning set out in Clause 6.1(a).

"Payment Routing Instruction" means the payment routing instructions set out in Schedule 4 (*Payment Routing Instruction re Transaction Account*) or such other payment routing instructions as the Account Bank shall notify to the Issuer from time to time on five (5) clear Business Days' notice.

"Payments Priorities" has the same meaning as in the Deed of Charge.

"Rating Agencies" means Fitch and Moody's.

"Relevant Documents" has the meaning given to it in the Deed of Charge.

"Replacement Account Bank" has the meaning given in Clause 9.1.

"Secure File Transfer System" ("SFTS") means the Citibank, N.A. system accessed via the single point of entry portal to the Agency & Trust business, known as the Issuer Services Workstation. SFTS allows clients to exchange data files and instructions with Agency & Trust businesses in a secure manner that is consistent with Citibank, N.A. internal policies and standards for data transmission. The provision of SFTS allows for instructions to be sent to Citibank, N.A. from clients without the requirement for 'call-back' verification.

"Secured Amounts" has the same meaning as in the Deed of Charge.

"Secured Parties" has the same meaning as in the Deed of Charge.

"Seller" means Paragon Mortgages (2010) Limited.

"Services" means the services to be provided by the Administrator to the Issuer and the Trustee pursuant to the Administration Agreement.

"Substitute Administrator" means Homeloan Management Limited.

"Substitute Administrator Agreement" means the agreement of even date herewith between, among others, the Issuer, the Trustee and the Substitute Administrator.

"Substitute Administrator Facilitator" means Structured Finance Management Limited.

"Substitute Administrator Facilitator Agreement" means the agreement of even date herewith between the Issuer, Trustee and the Substitute Administrator Facilitator.

"SWIFT" means the network provided by the Society for Worldwide Interbank Financial Telecommunication.

"**Taxes**" means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, and "**Tax**" shall be construed accordingly.

"**Time Deposit**" and "**Time Deposit Dealing Instruction**" have the meanings set out in Clause 6.7.

"**Transaction Account**" has the meaning set out in Clause 3.1.

"**Trust Deed**" means the Trust Deed between the Issuer and the Trustee, to be dated on or about the date of this Agreement and shall include any documents expressed to be supplemental thereto.

"**United Kingdom**" or "**UK**" means The United Kingdom of Great Britain and Northern Ireland.

1.2 **Construction**

- (a) the singular includes the plural (and *vice versa*);
- (b) headings are for convenience only and do not affect the construction of this Agreement;
- (c) references to Clauses and Schedules are to Clauses and Schedules to this Agreement;
- (d) reference to any agreement or document includes amendments and replacements of and supplements to such agreement or document;
- (e) references to any person include successors of such person and its permitted assignees and transferees;
- (f) all references to an account include all replacement accounts for such account; and
- (g) for the avoidance of doubt, the Schedules to this Agreement form part of this Agreement.

2. **APPOINTMENT**

The Issuer designates and appoints the Account Bank to act as account bank with respect to the Accounts and the Account Bank accepts such designation and appointment in accordance with and limited to the terms and conditions of this Agreement.

3. **ESTABLISHMENT OF THE ACCOUNTS**

3.1 The Account Bank confirms that it has opened the transaction account with account number 17662793, the details of which are set out below, (the "**Transaction Account**") in the name of the Issuer on the terms of this Agreement.

3.2 The Account Bank confirms that it has opened the hedge collateral accounts with account numbers 17662734 and 17662068, the details of which are set out below, (the

"**Hedge Collateral Accounts**") in the name of the Issuer on the terms of this Agreement.

- 3.3 None of the Accounts may go into overdraft and amounts may only be withdrawn to the extent that such withdrawal would not result in a negative balance on any of the Accounts.
- 3.4 The Account Bank holds all money forming the Account Amount as banker and not as trustee and as a result such money will not be held in accordance with the Client Money Rules, and, in the event the Account Bank becomes insolvent, the Client Money Distribution Rules will not apply and so the Issuer will not be entitled to share in any distribution under the Client Money Distribution Rules. In particular, the Account Bank shall not segregate the Issuer's money from that of the Account Bank and the Account Bank shall not be liable to account to the Issuer for any profits made by the Account Bank's use as banker of such funds.
- (a) The Issuer and the Administrator undertake to the Account Bank that they will provide to the Account Bank all documentation and other information required by the Account Bank from time to time to comply with any Applicable Law in relation to the Accounts forthwith upon request by the Account Bank; and
- (b) Each of the Issuer and the Administrator will notify the Account Bank in writing within 30 days of any material change in, or in the validity of, any documentation or other information previously provided to the Account Bank that affects its tax status pursuant to any Applicable Law.
- 3.5 Each of the Issuer and the Administrator undertakes that any Instructions it gives in connection with this Agreement will be given only in accordance with the terms of this Agreement, and, without prejudice to the generality of the foregoing, will, with the exception of SWIFT Instructions and Citi Direct Instructions, be sent to the Account Bank in accordance with Clause 18.

4. **ACCOUNT AMOUNT**

- 4.1 The Account Bank shall receive amounts into the relevant Account from time to time in accordance with a Payment Routing Instruction.
- 4.2 All amounts for the time being deposited and held in the relevant Account, including all interest accrued thereon and credited to such Account from time to time, together with all amounts held in Time Deposits, as applicable, at any time shall in each case form the "**Account Amount**" in respect of such Account.
- 4.3 Each of the Issuer and the Administrator agree that the Account Bank has no responsibility whatsoever to ensure that amounts are deposited to the relevant Account and shall have no obligations under this Agreement for any amounts other than those amounts which are from time to time in fact deposited and credited to the relevant Account.

5. **ADDITIONAL ACCOUNTS**

5.1 **Replacement or Additional Account(s)**

The Issuer may, with the prior written consent of the Trustee whenever it considers it necessary, instruct the Administrator to open replacement or additional accounts (which, for the avoidance of doubt, will be "**Additional Accounts**") for such purpose(s) as it deems, in its sole discretion, necessary with the Account Bank.

5.2 **Operation of Additional Accounts**

In the event that an Additional Account is created pursuant to Clause 5.1 (*Replacement or Additional Account(s)*), the relevant account shall be operated in accordance with the terms of this Agreement.

5.3 **Instructions from the Administrator**

- (a) The Administrator shall submit to the Account Bank irrevocable instructions in the manner set out in Clause 6 (*Operating/Release Procedure*) for any payment which is due to be made from any Additional Account, in accordance with the terms of the Relevant Documents.
- (b) Subject to Clause 11.3 (*Consequences of an Enforcement Notice*), the Account Bank shall comply with the instructions described in Clause 5.3(a).

6. **OPERATING/RELEASE PROCEDURE**

6.1 Subject to Clauses 6.3 to 6.7, 7 and 8, the Account Bank shall:

- (a) release the relevant Account Amount or any portion thereof to any designated payee, including the Issuer, in accordance with
 - (i) an Instruction submitted by the Issuer (or the Administrator on its behalf) via SWIFT (a "**SWIFT Instruction**") or Citi Direct (a "**Citi Direct Instruction**"), or
 - (ii) the terms of a payment instruction substantially in the form set out in Schedule 1 (*Form of Payment Instruction*) (a "**Payment Instruction**") signed by an Authorised Representative of the Administrator (on behalf of the Issuer) directing the Account Bank to release the relevant Account Amount or any portion thereof as set forth therein;
- (b) pay, release, transfer, liquidate or otherwise deal with the relevant Account Amount or any portion thereof, in accordance with (and no later than five (5) clear Business Days following receipt of), the terms of an order, judgment, award, decision or decree determining the entitlement of the Issuer or any other person to the relevant Account Amount or any portion thereof, **provided that**, at the Account Bank's sole discretion, such order, judgment, award, decision or decree shall be accompanied by a legal opinion satisfactory to the Account Bank confirming the effect of such order, judgment, award, decision or decree and that it represents a final adjudication of the rights of the parties by a court or tribunal of competent jurisdiction, and that the time for appeal from such order, judgment, award, decision or decree has expired without an appeal having been made,

subject in each case to any relevant Instruction and, in relation to Clause 6.1(b)(ii) below, during times when the SWIFT system or the Citi Direct system (as applicable) is operating normally, being received by the Account Bank from the Issuer (or the Administrator on its behalf):

- (i) in the case of Instructions sent via facsimile or SFTS, by 12:00 pm (London time) on the prior Business Day, and
- (ii) in the case of Instructions sent via the SWIFT system or the Citi Direct system (as the case may be) and subject to (x) the then current system timing limitations of SWIFT or Citi Direct (as applicable) and (y) no manual intervention by the Account Bank being required, by 3:45 pm (London time) on the date on which any payment or transfer is to be made,

and **provided that** the Account Bank shall only be required to make any payment, transfer, or take any other action on a Business Day and **provided further that**:

- (iii) the Account Bank shall be under no obligation to release the relevant Account Amount or any portion thereof, or to take action in relation thereto if it is prevented or prohibited from doing so or if it is instructed or ordered not to do so, in each case, by the terms of any order, judgment, award, decision or decree made by court or tribunal with which the Account Bank in its discretion (acting reasonably), determines that the Account Bank is required to comply or if the Account Bank is otherwise not legally permitted to do so;
- (iv) the Account Bank may at any time, and nothing in this Agreement shall prevent the Account Bank from so doing, comply with the terms of any order, judgment, award, decision or decree of any court or tribunal with which the Account Bank in its discretion (acting reasonably) determines that it is required to comply; and
- (v) if an Instruction sent by the Issuer (or the Administrator on its behalf) in accordance with Clause 6.1(b)(i) above is received by the Account Bank after 12:00 pm but before 5pm on the Business Day prior to the requested payment or transfer date, such payment or transfer shall be made by the Account Bank on a reasonable endeavours basis on such requested payment or transfer date (save that the Account Bank shall have no liability to any person if such payment or transfer is not able to be made) and otherwise, such payment or transfer will not take effect until the second Business Day following the date of receipt of the Instruction.

6.2 Any payment by the Account Bank under this Agreement will be made without any deduction or withholding for or on account of any Taxes unless such deduction or withholding is required by any Applicable Law. The Issuer and the Administrator acknowledge that the Account Bank may debit any amount available in any balance held for it and apply such amount in satisfaction of Taxes. The Account Bank will timely pay the full amount debited or withheld to the relevant Authority in accordance

with the relevant Applicable Law. If any Taxes become payable with respect to any prior credit to the Issuer by the Account Bank, the Issuer and the Administrator acknowledge that the Account Bank may debit any balance held for it in satisfaction of such prior Taxes. The Issuer shall remain liable for any deficiency and agrees that it shall pay any such deficiency upon notice from the Account Bank or any Authority. If Taxes are paid by the Account Bank or any of its affiliates, the Issuer agrees that it shall promptly reimburse the Account Bank for such payment to the extent not covered by withholding from any payment or debited from any balance held for it.

- 6.3 If the Account Bank is required to make a deduction or withholding referred to in Clause 6.2, it will not pay an additional amount in respect of that deduction or withholding to the Issuer.
- 6.4 The relevant Account Amount (other than Time Deposits) will bear interest daily at the Interest Rate which will be credited to the relevant Account in accordance with the Account Bank's usual practices. Each of the Administrator and the Issuer agrees that all interest credited to the relevant Account from time to time shall be held in such Account and released in accordance with Clause 6.1 or as may be separately agreed from time to time between the Issuer, the Administrator and the Account Bank.
- 6.5 Where interest which has accrued but not yet been credited to the relevant Account is required to be released in accordance with a Payment Instruction delivered by the Issuer (or the Administrator on its behalf) under Clause 6.1 in respect of such account, such interest shall be paid to the account specified in such Payment Instruction within five (5) Business Days of the payment date specified in such Payment Instruction.
- 6.6 In the event that a Payment Instruction specifies a currency which is not the currency of the relevant Account, the Account Bank shall, subject to Clause 3.3, convert the relevant amount of funds from such Account to make payment of the amount specified in the Payment Instruction at the rate given to the Account Bank by its associated treasury department.
- 6.7 At any time during the term of this Agreement the Issuer (or the Administrator on its behalf) may give the Account Bank written notice substantially in the form of Schedule 5 (*Form of Time Deposit Dealing Instruction*) and signed by an Authorised Dealer (a "**Time Deposit Dealing Instruction**") of the amount (which for the avoidance of doubt may not exceed the amount standing to the credit of the relevant Account on the applicable value date) to be placed on time deposit (a "**Time Deposit**") with the Account Bank's associated treasury department.

7. ACCOUNT BANK

- 7.1 To induce the Account Bank to act hereunder, it is further agreed by each of the Issuer and the Administrator that:
 - (a) the Account Bank shall not be under any duty to give the relevant Account Amount held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers;
 - (b) this Agreement expressly sets forth all the duties of the Account Bank. The Account Bank shall not be bound by (and shall be deemed not to have notice

- of) the provisions of any agreement entered into by or involving the Issuer and/or the Administrator except this Agreement, and any Instruction and no implied duties or obligations of the Account Bank shall be read into this Agreement or any Instruction, whether or not such agreement has been previously disclosed to the Account Bank;
- (c) the Account Bank is under no duty to ensure that funds withdrawn from any Account are actually applied for the purpose for which they were withdrawn or that any Instruction is accurate, correct or in accordance with the terms of any agreement or arrangement;
 - (d) neither the Account Bank nor any of its officers, employees or agents shall be required to make any payment or distribution to the extent that the relevant Account Amount is insufficient and shall incur no liability whatsoever from any non-payment or non-distribution in such circumstances;
 - (e) save as provided for in Clause 18, each of the Issuer and the Administrator unconditionally agrees to the call-back arrangement and the use of any form of telephonic or electronic monitoring or recording by the Account Bank according to the Account Bank's standard operating procedures or as the Account Bank deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Agreement;
 - (f)
 - (i) neither the Account Bank nor any of its officers, employees or agents shall be liable to any person or entity including but not limited to the Issuer for any loss, liability, claim, debts, action, damages or expenses arising out of or in connection with its performance of or its failure to perform any of its obligations under this Agreement save as are caused by its own negligence, wilful default or fraud;
 - (ii) the Account Bank shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event or any event where, in the opinion of the Account Bank acting reasonably, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would or may result in the Account Bank being in breach of any Applicable Law or any decree, order, award, decision or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law but with which the Account Bank would normally comply) of any relevant Authority, stock exchange or self-regulatory organisation to which the Account Bank is subject (including, without limitation, those of (i) the United States of America or any jurisdiction forming a part of it, and (ii) England & Wales) and may without liability do anything which is, in its reasonable opinion, necessary to comply with any such law, rule or regulation;

- (iii) notwithstanding the foregoing, under no circumstances will the Account Bank be liable to any Party or any other person for any indirect, incidental or consequential loss or damage (being, *inter alia*, loss of business, goodwill, opportunity or profit) even if advised of such loss or damage;
- (g) without prejudice to Clause 7.1(h), the Account Bank shall not be obliged to make any payment or otherwise to act on any Instruction, with the exception of SWIFT Instructions and Citi Direct Instructions, notified to it by the Issuer (or the Administrator on its behalf) under this Agreement if it is unable:
 - (i) to verify any signature pursuant to any request or Payment Instruction against the specimen signature provided for the relevant Authorised Representative hereunder or any Time Deposit Dealing Instruction against the specimen signature provided for the relevant Authorised Dealer; and
 - (ii) where applicable as provided in Clause 18, to validate the authenticity of the request by telephoning a Call-back Contact who has not executed the relevant request or Instruction as an Authorised Representative of the Issuer (or the Administrator on its behalf);
- (h) the Account Bank shall be entitled to rely upon any order, judgment, award, decision, decree, certification, demand, notice, or other written instrument (including any Instruction or any requirement and/or request for information delivered by a person or Authority referred to in Clause 7.2 below) delivered to it by the Issuer (or the Administrator on its behalf) hereunder without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof. The Account Bank may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so.
- (i) Each of the Administrator and the Issuer acknowledges that the Account Bank is authorised to rely conclusively upon any Instructions received by any means agreed hereunder or otherwise agreed by all parties hereto. In furtherance of the foregoing:
 - (i) without prejudice to Clause 7.1(l), the Account Bank may rely and act upon an Instruction if it believes it contains sufficient information to enable it to act and has emanated from the Authorised Representative (and, if the Instruction has been submitted via SFTS, it has emanated from an Authorised E-mail Address) in which case, if it acts in good faith on such Instructions, such Instructions shall be binding on the Issuer and the Account Bank shall not be liable for doing so. The Account Bank is not responsible for errors or omissions made by the Issuer or the Administrator or resulting from fraud or the duplication of any Instruction by the Issuer or the Administrator;

- (ii) notwithstanding any other provision hereof, the Account Bank shall have the right to refuse to act on any Instruction where it reasonably doubts its contents, authorisation, origination or compliance with this Agreement and will promptly notify the Issuer of its decision;
- (iii) if the Issuer (or the Administrator on its behalf) informs the Account Bank that it wishes to recall, cancel or amend an Instruction, with the exception of SWIFT Instructions and Citi Direct Instructions, the Account Bank is not obliged but will use its reasonable efforts to comply to the extent it is practicable to do so before the release or transfer of, or other dealing with, the relevant Account Amount. Subject to item (ii) above, any such recall, cancellation or amendment to the Instructions acted upon by the Account Bank shall be binding on the party who issues such Instructions; and
- (iv) all Instructions to the Account Bank, with the exception of SWIFT Instructions and Citi Direct Instructions, shall be sent in accordance with Clause 18. Each Party (other than the Account Bank) expressly acknowledges that it is fully aware of and agrees to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting Instructions through facsimile or any other means requiring manual intervention;
- (j) the Account Bank may consult lawyers (or other appropriate professional advisers) over any question as to the provisions of this Agreement or its duties and hereby agrees to disclose a summary of the advice on which it intends to rely, produced by such lawyers or professional advisers, to the Issuer upon request. Without prejudice to Clauses 7.1(f)(i) and 7.1(f)(iii), the Account Bank shall not be liable for any action taken or omitted in accordance with such advice (in the absence of such advice containing a material manifest error);
- (k) this Clause 7.1(k), Clause 7.1(f), Clause 7.1(h) and Clause 7.1(i) above and Clause 7.2, Clause 8.1, Clause 11.2, Clause 11.3, Clause 13, Clause 19.3(a) and Clause 20 below, shall survive notwithstanding any termination of this Agreement or the resignation or replacement of the Account Bank;
- (l) the Account Bank shall have no responsibility for the accuracy or appropriateness of the contents of any ruling (including the merits of such ruling) of arbitrators or any third party contemplated in any other document to which the Issuer is party as a means to resolve disputes and may rely without any liability upon the contents thereof;

- (m) in the event of any disagreement between the Trustee and either the Issuer or the Administrator, resulting in adverse claims or demands being made in connection with any Account Amount or any portion thereof, or in the event that the Account Bank in good faith is in doubt as to what action it should take hereunder and has been unable to seek clarification under paragraph 7.1(p) below, the Account Bank, without any liability in so doing, shall accept instructions from the Trustee (notwithstanding there being a disagreement between the Trustee and any other person);
- (n) without prejudice to paragraph 7.1(m), above, in the event of any disagreement between the Issuer and the Administrator resulting in adverse claims or demands being made in connection with any Account Amount or any portion thereof, the Account Bank, without any liability in so doing, shall accept instructions from the Issuer (notwithstanding there being a disagreement between the Issuer and the Administrator);
- (o)
 - (i) except as provided hereunder, the obligations and duties of the Account Bank are binding only on the Account Bank and are not obligations or duties of any Citi Organisation; and
 - (ii) the rights of the Issuer, the Administrator and/or the Trustee with respect to the Account Bank extend only to the Account Bank and, except to the extent required under any applicable law, do not extend to any other Citi Organisation;
- (p) if the Account Bank receives an Instruction which is ambiguous or in the event that the Account Bank in good faith is in doubt as to what action it should take hereunder, the Account Bank shall be entitled to seek clarification from the party providing such Instruction;
- (q) with regard to Citi Direct
 - (i) it consents to the transmission of data and communications through the internet and acknowledges that the internet is not necessarily a secure communications and delivery system, and understands the confidentiality and other risks associated with it. Each of the Administrator and the Issuer agrees to be bound by any communication validated by the Citibank, N.A. ("**Citibank**") branch, subsidiary or affiliate providing the service to which such communication relates according to the security procedures applicable to Citi Direct (the "**Security Procedures**") (as updated from time to time) applicable to the type of communication and consistent with the Issuer's access profile. Each of the Administrator and the Issuer's use of Citi Direct after receipt of updated Security Procedures (including, but not limited to, the posting of such revised Security Procedures on the Citi Direct internet site) constitutes acceptance of such updated Security Procedures and such updated Security Procedures shall replace the prior agreed upon Security Procedures; and

- (ii) it will designate representatives as its security managers. These security managers shall have the responsibility for managing and administering the security of the transmission and delivery of communication and for appointing users (including any users employed by entities other than the Issuer and/or the Administrator) ("Users"), including (i) creating, deleting or modifying User profiles, (ii) building access profiles which define the applications available to Users in that group, (iii) enabling and disabling User identification, (iv) product set-up and site/flow control (i.e. identifying levels of transaction authorisation), (v) allocation of dynamic password cards or other access cards or passwords for system access, (vi) notification to Citibank if there is any reason to suspect security has been compromised, (vii) creating, deleting or modifying customer-managed libraries, and (viii) where relevant, completing, amending and/or supplementing the relevant customer implementation forms, and such other customer implementation forms as may be deemed reasonably necessary by Citibank from time to time in connection with the provision of services and/or products to the Issuer or the Administrator. Any two security managers, acting in concert, are authorised to give instructions or confirmations to Citibank (and Citibank is authorised to accept such instructions and confirmations) in relation to any activity mentioned above or in connection with facilitating the Issuer's or the Administrator's communication via the internet.

7.2 The Account Bank will treat information relating to or provided by the Issuer or the Administrator as confidential, but (unless consent is prohibited by law) each of the Issuer and the Administrator consents to the processing, transfer and disclosure by the Account Bank of any information relating to or provided by the Issuer or the Administrator to any Citi Organisation and any agents of the Account Bank and third parties (including service providers) selected by any of them, wherever situated (together, the "**Authorised Recipients**"), for confidential use (including without limitation in connection with the provision of any service and for data processing, statistical and risk analysis purposes and for compliance with Applicable Law) **provided that** the Account Bank has ensured or shall ensure that each such Authorised Recipient to which it provides such confidential information is aware that such information is confidential and should be treated accordingly. The Account Bank and any Citi Organisation, agent or third party referred to above may also transfer and disclose any such information as is required or requested by, or to, any court, legal process, Applicable Law or Authority, including an auditor of any Party and including any payor or payee as required by Applicable Law, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system. Each of the Administrator and the Issuer (a) acknowledges that the transfers permitted by this Clause (with the exception of the transfer of any personal data relating to individuals) may include transfers to jurisdictions which do not have strict data protection or data privacy laws; and (b) represents that it has provided to and secured from any person regarding whom it has provided information to the Account Bank any notices, consents and waivers necessary to permit the processing, transfer and disclosure of that information as permitted by this Clause and that it will provide such notices and secure such

necessary consents and waivers in advance of providing similar information to the Account Bank in the future.

- 7.3 Any statement or report provided by the Account Bank on a regular basis in respect of any Account or any transactions or transfers of any Account Amount shall be deemed to be correct and final upon receipt thereof by the Issuer unless the Issuer notifies the Account Bank in writing to the contrary within thirty (30) clear days from the date of such statement or report.
- 7.4 For the purposes of the call-back arrangements where, notwithstanding Clause 18.1, any Instruction is sent via fax, the Administrator shall provide the list of Call-back Contacts as specified in Part 2 of Schedule 2 (*Call-back Contacts*). The Administrator undertakes to give the Account Bank not less than five (5) clear Business Days' notice in writing in accordance with Clause 18 of any amendment to its Authorised Representatives, Authorised Dealers, Authorised E-mail Addresses or Call-back Contacts giving the details specified in the relevant part of Schedule 2 (*Authorised Representatives, Authorised Dealers and Call-back Contacts*) or Schedule 3 (*Authorised E-mail Addresses*), as applicable. Any amendment of the Authorised Representatives, Authorised Dealers, Authorised E-mail Addresses or Call-back Contacts of the Administrator shall take effect upon the expiry of such notice period (or such shorter period as agreed by the Account Bank in its absolute discretion). For the avoidance of doubt, prior consent of the Trustee shall not be required for any amendment of the Authorised Representatives, Authorised Dealers, Authorised E-mail Addresses or Call-back Contacts of the Administrator. Each of the Issuer and the Administrator acknowledge and accept the risks associated with any appointment of the same person(s) to act as an Authorised Representative or Authorised Dealer and Call-Back Contact. Each of the Issuer and the Administrator further acknowledge and agree that the Account Bank may rely upon Instructions uploaded into SFTS via an Authorised E-mail Address and, where applicable, the confirmations or responses of anyone purporting to be the Call-back Contact in answering the telephone call-back of the Account Bank and that the Issuer shall assume all risks and losses (if any) resulting from fraudulent use of an Authorised E-mail Address to upload Instructions into SFTS or such confirmations or responses.

8. **KNOW YOUR CUSTOMER REQUIREMENTS**

- 8.1 Each of the Administrator and the Issuer undertakes not to supply to the Account Bank any personal data or sensitive data, whether relating to such party, its personnel, customers or other data subjects, except to the extent that the Issuer or the Administrator is required to provide such information in order to comply with requests for information made by the Account Bank pursuant to its KYC Procedures or for the purposes of compliance with Applicable Law.
- 8.2 For the purposes of Clause 8.1 "data subject", "personal data" and "sensitive data" each have the meaning given to them in the EU Directive 95/46/EC as implemented by the relevant Member State.

9. TERMINATION

9.1 Termination following a Termination Event

The Issuer or the Administrator on its behalf:

- (a) shall close the relevant Account and (where applicable upon the closure of all Accounts provided pursuant to this Agreement) terminate this Agreement and in the event any of the matters specified in paragraph (ii) below occurs;
- (b) shall (with the prior written consent of the Trustee) close the relevant Account and (where applicable upon the closure of all Accounts provided pursuant to this Agreement) terminate this Agreement in the event any of the matters specified in paragraphs (iii) to (vi) below occur; and
- (c) may (with the prior written consent of the Trustee) close the relevant Account and (where applicable upon the closure of all Accounts provided pursuant to this Agreement) terminate this Agreement and, in the event any of the matters specified in paragraphs (i), (vii) or (viii) below occur,

in each case, by serving a written notice of termination on the Account Bank in the following circumstances:

- (i) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any of the Accounts; or
- (ii) any rating of the Account Bank falls below the Account Bank Required Minimum Rating (in the case of the Transaction Account or an applicable Additional Account) or the Hedge Collateral Account Bank Required Rating (in the case of each Hedge Collateral Account or an applicable Additional Account); or
- (iii) if the Account Bank, otherwise than for the purposes of such solvent amalgamation or reconstruction as is referred to in paragraph (iv) below, ceases or, through an authorised action of the board of directors of the Account Bank, threatens to cease to carry on all or substantially all of its business or is deemed unable to pay its debts as and when they fall due within the meaning of section 123(1)(a) of the Insolvency Act (on the basis that the reference in such section to £750 was read as a reference to £10 million), section 123(1)(c) (on the basis that the words "for a sum exceeding £10 million" were inserted after the words "extract registered bond" and "extract registered protest") and section 123(2) of the Insolvency Act or ceases to be an authorised institution under FSMA; or
- (iv) if an order is made or an effective resolution is passed for the winding-up of the Account Bank except a winding-up for the purposes of or pursuant to a solvent amalgamation or reconstruction the terms of which have previously been approved in writing by the Trustee; or

- (v) if proceedings are initiated against the Account Bank under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation (other than a reorganisation where the Account Bank is solvent) or other similar laws (including, but not limited to, presentation of a petition for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) and (except in the case of presentation of petition for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) such proceedings are not, in the opinion of the Trustee, being disputed in good faith with a reasonable prospect of success or an administration order is granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator, trustee in sequestration or other similar official is appointed in relation to the Account Bank or in relation to the whole or any substantial part (in the opinion of the Trustee) of the undertaking or assets of the Account Bank, or an encumbrancer takes possession of the whole or any substantial part (in the opinion of the Trustee) of the undertaking or assets of the Account Bank, or a distress, execution or diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part (in the opinion of the Trustee) of the undertaking or assets of the Account Bank and such possession or process (as the case may be) is not discharged or otherwise ceases to apply within 30 days of its commencement, or the Account Bank initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws or makes a conveyance or assignment or assignation for the benefit of its creditors generally or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness; or
- (vi) if (subject to Clause 3.2 (*Establishment of the Accounts*)) a default is made by the Account Bank in the payment, on the due date, of any payment due and payable by it under this Agreement and such default continues unremedied for a period of five Business Days after the earlier of the Account Bank becoming aware of such default and receipt by the Account Bank of written notice from the Issuer, the Administrator and/or (following service of an Enforcement Notice) the Trustee, as the case may be, requiring the same to be remedied; or
- (vii) if a default is made by the Account Bank in the performance or observance of any of its other covenants and obligations under this Agreement, which (a) in the opinion of the Trustee is materially prejudicial to the interests of the Noteholders or (b) if no Notes are then outstanding, the other Secured Parties confirm in writing to the Trustee it is materially prejudicial to their interests and such default continues unremedied for a period of twenty Business Days after the earlier of the Account Bank becoming aware of such default and receipt by the Account Bank of written notice from the Issuer, the

Administrator and/or (following service of an Enforcement Notice) the Trustee requiring the same to be remedied; or

(viii) the Account Bank ceases to be a FATCA Compliant Entity,

provided that such termination shall not be effective:

- (i) unless the Issuer transfers (at its own cost) the balance of the relevant Account to an account held with such bank or financial institution (which is an Authorised Entity) with a rating at least equal to the Account Bank Required Minimum Rating or the Hedge Collateral Account Bank Required Rating, as applicable (a "**Replacement Account Bank**") on substantially similar terms to those set out in this Agreement, provided that (i) where the Issuer or the Administrator determines that it is not practicable, taking into account the then prevailing market conditions (notwithstanding that the fee payable to the Replacement Account Bank may be higher), to agree terms substantially similar to those set out in this Agreement with such substitute account bank, the Issuer or the Administrator shall have certified in writing to the Trustee, that such terms are reasonable commercial terms taking into account the then prevailing current market conditions, which certificate may be relied upon by the Trustee without any liability and without further enquiry and shall be conclusive and binding on all parties and the Secured Parties and (ii) the Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Trustee, have the effect of increasing the obligations or duties, or decreasing the protections, of the Trustee in the Relevant Documents and/or the Conditions; or
- (ii) if in circumstances where termination has occurred pursuant to Clause 9.1(c)(ii) (within 30 calendar days) the Issuer procures a guarantee of the Account Bank's obligations under this Account Bank Agreement from such guarantor bank or financial institution with a rating at least equal to the Account Bank Required Minimum Rating or the Hedge Collateral Account Bank Required Rating, as applicable; or
- (iii) if such other remedial action is taken as may be acceptable to the Rating Agencies in order to maintain the rating of the Most Senior Class of Rated Notes.

The Administrator, the Trustee and the Issuer shall use reasonable endeavours to agree such terms with such a Replacement Account Bank within 30 calendar days of the date of the termination notice referred to above. In the event of such termination the Account Bank shall use reasonable endeavours to assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby and shall transfer all amounts standing to the credit of the relevant Account to the accounts with the Replacement Account Bank notified to it by the Issuer.

9.2 Notification of Termination Event

Each of the Issuer, the Seller, the Administrator and the Account Bank undertakes and agrees to notify the Trustee in accordance with Clause 18 (*Notices*) promptly upon

becoming aware thereof of any event which would or could entitle the Trustee to serve a notice of termination pursuant to Clause 9.3 (*Termination by Trustee*).

9.3 **Termination by Trustee**

Following the service of an Enforcement Notice, the Trustee may serve a notice of termination at any time on the Account Bank (with a copy to all the parties to this Agreement) and the Account Bank shall not be responsible for any costs or expenses occasioned by such termination and cessation.

9.4 **Automatic Termination**

This Agreement shall automatically terminate (if not terminated earlier pursuant to this Clause 9) on the date falling 90 days after all Secured Amounts have been irrevocably discharged in full.

9.5 **Termination by Account Bank**

- (a) The Account Bank may terminate this Agreement and cease to operate the Accounts at any time on giving not less than 60 days' (or such shorter period as may be required by any competent authority where the Account Bank confirms in writing that it has been notified of such requirement by such competent authority) prior written notice thereof ending on any Business Day which does not fall on either an Interest Payment Date or a date less than 10 Business Days before an Interest Payment Date to each of the other parties hereto without assigning any reason therefor, provided that such termination shall not take effect until a replacement financial institution or institutions (in each case, which is an Authorised Entity) chosen by the Issuer or the Administrator (with the prior written consent of the Trustee) shall have entered into an agreement on terms substantially similar to those set out in this Agreement, provided that (i) where the Issuer or the Administrator determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in this Agreement with such replacement financial institution, the Issuer, or, as the case may be, the Administrator shall have certified in writing to the Trustee that, to the extent the terms are not substantially similar as aforementioned, such terms are reasonable commercial terms taking into account the then prevailing current market conditions, which certificate may be relied upon by the Trustee without liability and without further enquiry and shall be conclusive and binding on all parties and the Secured Parties and (ii) the Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Trustee, have the effect of increasing the obligations or duties, or decreasing the protections, of the Trustee in the Relevant Documents and/or the Conditions.
- (b) If the Account Bank gives notice of its resignation in accordance with this Clause 9.5 and by the tenth day before the expiry of such notice a successor has not been duly chosen by the Issuer in accordance with this Clause, the Account Bank may itself, following such consultation with the Issuer as is practicable in the circumstances and with the prior written approval of the Trustee, appoint as its successor any reputable and experienced financial

institution which is an Authorised Entity. The Account Bank shall give notice of such appointment to the Issuer, the Administrator and the Trustee, and such successor shall enter into an agreement on terms substantially similar to those set out in this Agreement, provided that (i) where the Issuer or the Administrator determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in this Agreement with such financial institution, the Issuer, or, as the case may be, the Administrator shall have certified in writing to the Trustee that, to the extent the terms are not substantially similar as aforementioned, such terms are reasonable commercial terms taking into account the then prevailing current market conditions, which certificate may be relied upon by the Trustee without liability and without further enquiry and shall be conclusive and binding on all parties and the Secured Parties and (ii) the Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Trustee, have the effect of increasing the obligations or duties, or decreasing the protections, of the Trustee in the Relevant Documents and/or the Conditions.

- (c) In the event of such termination and cessation the Account Bank shall use reasonable endeavours to assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby.
- (d) If the Account Bank terminates this Agreement with less than 60 days' notice, the Account Bank shall supply the Issuer, the Administrator and the Trustee with a copy of the notice received from the relevant competent authority requiring it to cease to act by or before such time as it is required to cease to act, save where it is prohibited by law from doing so (in which case the Account Bank undertakes to provide the Issuer with a copy of the notice as soon as the relevant legislation or competent authority, as applicable, permits).

9.6 Termination by the Issuer

- (a) The Issuer, or the Administrator on its behalf, may (with the prior written approval of the Trustee, such approval not to be required where the Administrator exercises its right under Clause 6.6.3(b) of the Administration Agreement) revoke its appointment of the Account Bank by not less than 30 days' notice to the Account Bank (with a copy, to the Trustee). Such revocation shall not take effect until a replacement financial institution or institutions (in each case, which is an Authorised Entity) chosen by the Issuer or the Administrator (with the prior written consent of the Trustee, such consent not to be required where a certificate is provided to the Trustee pursuant to Clause 6.6.4 of the Administration Agreement) shall have entered into an agreement on terms substantially similar to those set out in this Agreement, provided that (i) where the Issuer or the Administrator determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in this Agreement with such financial institution, the Issuer, or, as the case may be, the Administrator shall have certified in writing to the Trustee that, to the extent the terms are not substantially similar as aforementioned, such terms are reasonable commercial terms taking into account the then prevailing current market conditions, which certificate may be relied upon by the Trustee without

liability and without further enquiry and shall be conclusive and binding on all parties and the Secured Parties and (ii) the Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Trustee, have the effect of increasing the obligations or duties, or decreasing the protections, of the Trustee in the Relevant Documents and/or the Conditions.

- (b) The Account Bank shall not be responsible for any costs or expenses occasioned by such termination and cessation. In the event of such termination and cessation the Account Bank shall assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby.

9.7 **Obligations of Account Bank Upon Termination**

Upon termination of the appointment of the Account Bank pursuant to Clauses 9.1 (*Termination following a Termination Event*), 9.5 (*Termination by Account Bank*) or 9.6 (*Termination by the Issuer*) of this Agreement, the Account Bank shall in accordance with all applicable laws immediately deliver to the Issuer or such other entity as the Issuer shall direct (and in the meantime shall hold on trust for and to the order of, the Issuer):

- (a) all moneys and other assets then held by the Account Bank for the account of such parties; and
- (b) all statements in its possession or under its control relating to the affairs of or belonging to the Issuer, and shall take such further action as the Issuer may reasonably direct, **provided that** the Account Bank shall be entitled to take such copies of the foregoing (at its expense) as are required for taxation, regulatory and/or audit purposes or as otherwise required by law.

10. **ACKNOWLEDGEMENT BY THE ACCOUNT BANK**

10.1 **Restriction on Account Bank's Rights**

The Account Bank hereby:

- (a) waives any right it has or may hereafter acquire to combine, consolidate or merge any Account with any other account of the Issuer, the Administrator, the Seller, the Trustee, the Collection Account Bank or any other person or any liabilities of the Issuer, the Administrator, the Seller, the Trustee, the Collection Account Bank or any other person owing to it;
- (b) agrees that it will not exercise any lien, or, to the extent permitted by law, any set-off or transfer any sum standing to the credit of or to be credited to any Account in or towards satisfaction of any liabilities of the Issuer or any other person owing to it other than as permitted herein;
- (c) acknowledges that the Issuer has, pursuant to the Deed of Charge, *inter alia*, assigned by way of security and/or charged all its rights, title, interest and benefit, present and future, in and to, all sums from time to time standing to

the credit of any Account and all of its rights under this Agreement to the Trustee;

- (d) until the date falling two years after the Final Discharge Date, acknowledges and agrees that in its capacity as Account Bank it shall not take any steps for the winding up, dissolution or reorganisation, or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Issuer or of any or all of its revenues and assets nor participate in any ex parte proceedings nor seek to enforce any judgment against the Issuer;
- (e) agrees and acknowledges that all obligations of the Issuer to the Account Bank in respect of amounts owing to the Account Bank pursuant to this Agreement are subject to the terms of Clause 10.1(f) below; and
- (f) agrees and acknowledges, that if at any time following:
 - (i) the occurrence of either:
 - (A) the Interest Payment Date falling in January 2043 or any earlier date upon which all of the Notes of each class are due and payable; or
 - (B) the service of an Enforcement Notice; and
 - (ii) Realisation (defined below) of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes and to the secured parties in accordance with the applicable Payments Priorities,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable priority of payments, to pay in full all amounts then due and payable under any class of Notes or to any Secured Party, then the amount remaining to be paid (after such application in full of the amounts first referred to in Clause 10.1(f)(ii) above) under such class of Notes (and any class of Notes junior to that class of Notes) to each such Secured Party shall, on the day following such application in full of the amounts referred to in Clause 10.1(f)(ii) above, cease to be due and payable by the Issuer.

For the purpose of this Clause 10.1(f)(ii), "**Realisation**" means, in relation to any Charged Property, the deriving, to the fullest extent practicable, of proceeds from or in respect of such Charged Property including (without limitation) through sale or through performance by an obligor.

10.2 Notice of Assignment and Acknowledgement

The Account Bank agrees that promptly upon receipt of acknowledgement of a notice of assignment signed by the Issuer, in (or substantially in) the form of notice set out in Schedule 6 (*Form of Notice of Assignment To Issuer's Account Bank*) hereto, the Account Bank shall sign and duly return to the Issuer, with a copy to the Trustee, the acknowledgement contained therein.

10.3 Account Statements

The Account Bank shall, as soon as reasonably practicable after receipt of a written request therefor, provide the Administrator and the Trustee with a written statement setting out the amounts standing to the credit of the Accounts at the close of business on the Business Day immediately preceding the relevant statement date and/or such other relevant date set out in a statement request. The Account Bank is hereby authorised by the Issuer to provide statements in respect of the Accounts to the Administrator and the Trustee.

11. CERTIFICATION, INDEMNITY AND ENFORCEMENT NOTICE

11.1 Account Bank to Comply with Administrator's Instructions

Unless otherwise directed in writing by the Trustee pursuant to Clause 11.3 (*Consequences of an Enforcement Notice*), in making any transfer or payment from any Account in accordance with this Agreement, the Account Bank shall be entitled to act as directed by the Administrator pursuant to Clause 6 (*Operating/Release Procedure*) and to rely as to the amount of any such transfer or payment on the Administrator's instructions and the Account Bank shall have no liability to the Administrator, the Issuer or the Trustee or any other person for having acted on such instructions except in the case of its wilful default, fraud or negligence.

11.2 Issuer's Indemnity

Subject to the Payments Priorities, as applicable, the Issuer shall indemnify the Account Bank, the Trustee and/or the Administrator, as the case may be, and their respective directors and employees against any loss, cost, damage, charge or expense incurred by the Account Bank, the Trustee and/or the Administrator, as the case may be, or their respective directors and employees in complying with any instruction delivered pursuant to and in accordance with this Agreement or otherwise in carrying out its obligations under this Agreement, save that this indemnity shall not extend to:

- (a) the charges of the Account Bank (if any) for the operation of any Account other than as provided in this Agreement; and
- (b) any wilful misconduct, wilful default, fraud or negligence of the Account Bank, the Trustee or the Administrator, as the case may be, or that of their respective officers, agents and/or employees.

The indemnity under this Clause shall survive the expiry or termination of this Agreement or the appointment of the Account Bank.

11.3 Consequences of an Enforcement Notice

The Account Bank agrees that, if it receives notice in writing from the Issuer or the Trustee to the effect that (a) the Trustee has served an Enforcement Notice on the Issuer or (b) that the appointment of Paragon Mortgages (2010) Limited as Administrator under the Administration Agreement has been terminated (but without prejudice to Clause 11.1 (*Account Bank to Comply with Administrator's Instructions*) above), all right, authority and power of the Administrator in respect of the Transaction Account shall be terminated and be of no further effect and the Account

Bank agrees that it shall, upon receipt of such notice from the Issuer or the Trustee, act solely in accordance with the directions of the Trustee or any successor administrator appointed by the Issuer (subject to such successor administrator having entered into an agreement on terms substantially similar to those set out in this Agreement, provided that (i) where the Issuer or the Administrator determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in this Agreement with such replacement administrator, the Issuer, or, as the case may be, the Administrator, shall have certified in writing to the Trustee that, to the extent the terms are not substantially similar as aforementioned, such terms are reasonable commercial terms taking into account the then prevailing current market conditions, which certificate may be relied upon by the Trustee without liability and without further enquiry and shall be conclusive and binding on all parties and the Secured Parties and (ii) the Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Trustee, have the effect of increasing the obligations or duties, or decreasing the protections, of the Trustee in the Relevant Documents and/or the Conditions) in relation to the operation of the Transaction Account.

12. CHANGE OF TRUSTEE, ACCOUNT BANK OR ADMINISTRATOR

12.1 Change of Trustee

In the event that there is any change in the identity of the Trustee or an additional Trustee is appointed in accordance with the provisions of the Deed of Charge, the existing Trustee, the new trustee or the retiring trustee, as the case may be, the Administrator, the Issuer, the Seller and the Account Bank shall execute such documents and take such actions as such of the new trustee and the retiring trustee or, as the case may be, the existing Trustee shall agree are reasonably necessary for the purpose of vesting in such new trustee the rights, benefits and obligations of the retiring trustee under this Agreement and releasing the retiring trustee from its future obligations under this Agreement.

12.2 Change of Account Bank

If there is any change in the identity of the Account Bank, then the Administrator, the Issuer, the Trustee, the Seller and any other existing account bank shall execute such documents and take such actions as the new account bank and the retiring account bank and the Trustee may require for the purpose of vesting in the new account bank the rights, benefits and obligations of the retiring account bank and releasing the retiring account bank from its future obligations under this Agreement.

12.3 Change of Administrator

In the event there is any change in the identity of the Administrator in accordance with the provisions of the Administration Agreement, the retiring administrator, the new administrator, the Issuer, the Trustee, the Seller and the Account Bank shall execute such documents and take such actions as may be required by the Administration Agreement and/or the Substitute Administrator Agreement and/or this Agreement (as the case may be) for the purpose of releasing the retiring administrator from its future obligations under this Agreement.

13. **FEES AND EXPENSES**

13.1 No fees will be payable to the Account Bank for the operation of any Account, in the ordinary course of operation of such accounts, other than as set out in a separate fee letter agreed between the Issuer and the Account Bank. Charges will be payable as agreed from time to time between the Issuer and the Account Bank for work which the Account Bank considers to be of an extraordinary nature. For the avoidance of doubt, all charges and fees shall be payable in accordance with the relevant Payments Priorities.

13.2 In addition to any fees payable under Clause 13.1 above, the Issuer shall pay to the Account Bank all reasonable out-of pocket expenses incurred by the Account Bank in performance of its role under this Agreement (including, but not limited to, all legal fees, stamp and other documentary duties or Taxes and expenses incurred in connection with the preparation and negotiation of this Agreement and the establishment of any Account) and/or expenses of any transfers of all or part of any Account Amount including but not limited to charges imposed by any banks or other third parties in relation to any such transfer and the negotiation and execution of any further documents.

14. **VARIATION AND WAIVER**

No variation, waiver or novation of this Agreement or any provision(s) of this Agreement shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

15. **ASSIGNMENT**

Subject as provided in or contemplated by Clause 10.1(c) (*Restriction on Account Bank's Rights*):

- (a) the Account Bank may not assign or transfer any of its rights or obligations hereunder without the prior written consent of each of the other parties hereto;
- (b) Neither the Issuer nor the Administrator (other than in respect of any assignment by way of security pursuant to the Deed of Charge) may not assign and/or transfer any of its rights and/or obligations hereunder without the prior written consent of each of the other parties hereto; and
- (c) the Account Bank may not act through any other office other than the office specified in recital (2) of this Agreement without the prior written consent of each of the other parties hereto.

16. **THE ADMINISTRATOR**

The Account Bank agrees and acknowledges that the Administrator shall operate the Accounts, and where required shall perform all actions relating to the Accounts, on behalf of the Issuer pursuant to Schedule 1 (*The Services*) of the Administration Agreement.

17. THE TRUSTEE

- 17.1 Subject to the following, the Trustee has agreed to become a party to this Agreement for the purpose of taking the benefit of contractual provisions expressed to be given in its favour, enabling better preservation and enforcement of its rights under this Agreement and the Deed of Charge and for administrative ease associated with matters where its consent is required. The Trustee shall not assume any liabilities or obligations under this Agreement unless such obligation or liability is expressly assumed by the Trustee in this Agreement.
- 17.2 All the provisions of the Deed of Charge and the Trust Deed relating to the exercise by the Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, mutatis mutandis, to the discharge by the Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

18. NOTICES

- 18.1 With the exception of SWIFT Instructions and Citi Direct Instructions, the primary method of sending any Instruction and any communication under Clause 9 shall be SFTS. In the event that SFTS is unavailable, Instructions and communications under Clause 9 may be sent by fax to the Account Bank's fax number set out in Clause 18.4. Payment Instructions and Time Deposit Dealing Instructions submitted via SFTS will only be valid if the following protocol is adhered to: An authorised representative of the Issuer whose e-mail address is specified in Schedule 3 (*Authorised E-mail Addresses*) shall upload in SFTS a pdf copy of the Payment Instruction or Time Deposit Dealing Instruction (as the case may be) which shall (a) in the case of Payment Instructions be in the form of Schedule 1 and which, in accordance with Clause 6.1 above, shall have been signed by an Authorised Representative of the Issuer and (b) in the case of Time Deposit Dealing Instructions, be in the form of Schedule 5 and which in accordance with Clause 6.7 above, shall have been signed by an Authorised Dealer. If the Payment Instruction or Time Deposit Dealing Instruction is approved an SFTS system-generated e-mail will be sent to the Account Bank which will act upon the Payment Instruction or Time Deposit Dealing Instruction (as the case may be) accordingly.
- 18.2 For the avoidance of doubt, Payment Instructions and Time Deposit Dealing Instructions submitted via SFTS will not be subject to call-back arrangements but Payment Instructions and Time Deposit Dealing Instructions sent by fax will be subject to call-back arrangements.
- 18.3 Amendments to Schedule 2 (*Authorised Representatives, Call-back Contacts and Authorised Dealers*) and Schedule 3 (*Authorised E-mail Addresses*) or any communication under Clause 7.4 shall only be sent in original form delivered either in person or by post to the Account Bank's address set out in Clause 18.4.

18.4 All communications required pursuant to this Agreement, with the exception of SWIFT Instructions and Citi Direct Instructions, shall be in writing, in English and may (subject to Clause 18.1 and 18.2) be given or made in person, by post, fax, or email communication addressed to the respective party as follows:

(a) if to the Issuer:

51 Homer Road,
Solihull
B91 3QJ
United Kingdom

Attention: Finance Department

Fax: +44 (0)121 712 2699 (Financial Accounting)

E-mail: Taljinder.Tiwana@Paragon-Group.co.uk (to which account statements may be sent)

or such other details as the Issuer may notify to the other Parties by not less than five (5) clear Business Days' notice.

(b) if to the Account Bank:

Citigroup Centre,
Canada Square,
Canary Wharf,
London E14 5LB,
United Kingdom

Attention: Specialised Agency Group

Fax: +44 (0)207 508 3883

Email: gss.spagaccountbank@citi.com

or such other details as the Account Bank may notify to the other Parties by not less than five (5) clear Business Days' notice.

(c) if to the Administrator

51 Homer Road,
Solihull
B91 3QJ
United Kingdom

Attention: Finance Department

Fax: +44 (0)121 712 2699 (Financial Accounting)

E-mail: Taljinder.Tiwana@Paragon-Group.co.uk (to which account statements may be sent)

or such other details as the Administrator may notify to the other Parties by not less than five (5) clear Business Days' notice.

(d) if to the Trustee

Citigroup Centre,
Canada Square,
Canary Wharf,
London E14 5LB,
United Kingdom

Attention: The directors

Fax: +44 (0)207 500 5877

or such other details as the Trustee may notify to the other Parties by not less than five (5) clear Business Days' notice.

18.5 Except as provided below, any communication in connection with this Agreement will be deemed to be given as follows:

- (a) if delivered in person, at the time of delivery;
- (b) if posted, five (5) clear Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
- (c) if by fax when received in legible form; and
- (d) if by e-mail or any other electronic communication, when received in legible form.

18.6 A communication received on a non-Business Day or after close of business on a Business Day in the place of receipt will only be deemed to be given on the next Business Day in that place.

18.7 Notwithstanding the provisions of Clause 18.5, communication to the Account Bank will only be effective on actual receipt by the Account Bank.

19. GENERAL

19.1 Each Party shall not be bound by any modification of this Agreement, including the transfer of any interest hereunder, unless such modification is in writing and signed by each Party.

19.2 Terms of this Agreement may only be waived by the Party granting the waiver and shall be notified to the other Party in writing and in accordance with Clause 18. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and any extension of time for the performance of any obligation shall not be deemed to be an extension of time for the performance of any other obligation.

19.3

- (a) This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.
- (b) The Parties acknowledge that they have not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.
- (c) So far as is permitted by law and except in the case of fraud, each Party agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).

19.4 The Account Bank hereby represents and warrants that it is a bank as defined in Section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business and will pay interest pursuant hereto in the ordinary course of such business and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of HMRC occurring after the date of this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement and any non-contractual obligation arising out of or in connection with it are governed by and shall be construed in accordance with English law.

20.2 For the benefit of the Account Bank only, the courts of England and Wales shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement, or any non-contractual obligation arising out of or in connection with this Agreement, or the consequences of the nullity of this Agreement), and the Parties irrevocably submit to the exclusive jurisdiction of such courts. The Parties agree that delivery or mailing of any process or other papers in any manner provided in Clause 18 (other than email), or in such other matter as may be permitted by law, shall be valid and sufficient service thereof. To the extent allowed by law, the Account Bank may take:

- (a) proceedings in any other court; and
- (b) concurrent proceedings in any number of jurisdictions.

20.3 If a provision of this Agreement or Instruction is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or the respective Instruction, as the case may be.

- 20.4 This Agreement and any Instruction may be executed in any number of counterparts, each having the same effect as if the signatures on the counterparts were on a single copy of this Agreement or such Instruction, as the case may be.
- 20.5 A person who is not party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999. Further, notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Agreement, and any such variation, waiver or termination may be made without regard for the interests of any third party. The Issuer agrees that no third party may rely on this Agreement to any extent whatsoever.
- 20.6 Each Party hereto waives any objection it may have at any time, to the laying of venue of any actions or proceedings brought in any court specified in Clause 20.2 hereof, waives any claim that such actions or proceedings have been brought in an inconvenient forum and further waives the right to object that such court does not have jurisdiction over such party.

21. **TERMINATION**

- 21.1 Subject to Clauses 7.1(k) and 9, this Agreement shall terminate and the Account Bank shall be discharged from all duties and liabilities hereunder, only upon such date as the Account Bank shall have distributed the entirety of all Account Amounts pursuant to this Agreement.
- 21.2 Upon termination of this Agreement in accordance with Clause 21.1 the Account Bank shall close the Accounts.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

**SCHEDULE 1
FORM OF PAYMENT INSTRUCTION**

[N.B. If this Payment Instruction represents the final Payment Instruction then please include the following wording:]

[The payment[s] contemplated by this Payment Instruction represent[s] the final payment to be made from the Account numbered [•]. This Account is therefore to be closed in accordance with Clause 21.2 of the Account Bank Agreement described below.]

Citibank, N.A., London Branch
Citigroup Centre,
Canada Square,
Canary Wharf,
London, E14 5LB,
United Kingdom

For the attention of Specialised Agency Group

Fax: +44 (0)207 508 3883

Email: gss.spagaccountbank@citi.com

[DATE]

Account Bank Agreement

We refer to the agreement dated [•] 2015 between, amongst others, Paragon Mortgages (No. 23) PLC and Citibank, N.A., London Branch as Account Bank (the "**Account Bank Agreement**"). Words and expressions used in this Payment Instruction shall have the same meanings as in the Account Bank Agreement.

This Payment Instruction is being provided to you in accordance with Clause 6.1(a) of the Account Bank Agreement. You are instructed to pay the following amount[s] from the Account numbered [•] to the account[s] specified below:

Correspondent Bank and SWIFT Code	Beneficiary Bank and SWIFT Code (or Sort Code if Sterling)	Account Name	Account Number	Reference, if applicable (including amount (in words) and currency)	Payment Date

If payment is to be made in USD:

Correspondent Bank and SWIFT Code	Beneficiary Bank and SWIFT Code	Final Beneficiary Name	Final Beneficiary Account
Citibank, N.A. New York Branch (SWIFT: CITIUS33)	Citibank, N.A. London Branch (SWIFT: CITIGB2L)		

N.B. In the case of instruction sent via facsimile or SFTS, this Payment Instruction to be received by the Account Bank by 12:00 pm (London time) on the Business Day prior to the value date of the intended payment.

This Payment Instruction and any non-contractual obligation arising out of or in connection with it shall be construed in accordance with and are governed by English law.

Paragon Mortgages (No. 23) PLC


By:
(Authorised Representative)

SCHEDULE 2
AUTHORISED REPRESENTATIVES, CALL-BACK CONTACTS AND
AUTHORISED DEALERS

PART 1
AUTHORISED REPRESENTATIVES

[The rest of this page has intentionally been left blank – please see overleaf.]

AUTHORISED REPRESENTATIVES

Issuer			
Name:	Position	Specimen signature	Telephone number*
1. Tony Warren	Head of Financial Control		+44 (0)121 712 2612
2. Taljinder Tiwana	Manager – SPV & Third Party Accounting		+44 (0)121 712 2615
3. David Palser	Company Accountant		+44 (0)121 712 2629
4. Peter Mitchell	Head of Financial Projects		+44 (0)121 712 2616
5. David Kirby	Manager – Overhead & Asset Control		+44 (0)121 712 2634

* As Call-back Contact









**PART 2
CALL-BACK CONTACTS**

Issuer		
Name	Position	Telephone number
1. Tom Wincott	Financial Operations Manager	+44 (0)121 712 2460
2. Eve Elwell	Manager	+44 (0)121 712 3582

PART 3
AUTHORISED DEALERS

[The rest of this page has intentionally been left blank – please see overleaf.]

AUTHORISED DEALERS

Issuer			
Name	Position	Specimen Signatures	Telephone number
1. Bob Cleary	Senior Treasury Dealer		+44 (0)207 786 8482
2. Imran Siddiqi	Treasury Dealer		+44 (0)207 786 8488
3. Karen Dench	Senior Treasury Analyst		+44 (0)207 786 8490
4. Michael Greenwood	Treasury Manager		+44 (0)207 786 8493
5. Stephen Bowcott	Head of Treasury		+44 (0)207 786 8470
6. Julia Gilbride	Securitisation & Treasury Officer		+44 (0)121 712 2324
7. Peter Shorthouse	Director of Treasury & Structured Finance		+44 (0)207 786 8482
8. Kyle Bolton	Junior Treasury Asistant		+44 (0)207 786 8489

**SCHEDULE 3
AUTHORISED E-MAIL ADDRESSES**

FOR THE PURPOSES OF AN SFTS INSTRUCTION

Issuer			
Name	E-mail address	Telephone number	Level of access (input/authorise)
Carole Wollaston	carole.wollaston@paragon-group.co.uk	+44 (0)121 712 2467	Input
Marion Yearwood	marion.yearwood@paragon-group.co.uk	+44 (0)121 712 2461	Input
Rose Eden	rose.eden@paragon-group.co.uk	+44 (0)121 712 2468	Input
Christina Beirne	christina.beirne@paragon-group.co.uk	+44 (0)121 712 2459	Input
Sarah Johnson	sarah.johnson@paragon-group.co.uk	+44 (0)121 712 2224	Input
Karl Jones	karl.jones@paragon-group.co.uk	+44 (0)121 712 7159	Input
Saeed Akbar	saeed.akbar@paragon-group.co.uk	+44 (0)121 712 2335	Input
Adam Farmer	adam.farmer@paragon-group.co.uk	+44 (0)121 712 2640	Input
Sonia Maddocks	sonia.maddocks@paragon-group.co.uk	+44 (0)121 712 2456	Authorise
Mohammed Shakir	mohammed.shakir@paragon-group.co.uk	+44 (0)121 712 2452	Authorise
Isabella Osborne	isobella.osborne@paragon-group.co.uk	+44 (0)121 712 2447	Authorise
Tracey Fealy	tracey.fealy@paragon-group.co.uk	+44 (0)121 712 2454	Authorise
Tom Wincott	tom.wincott@paragon-group.co.uk	+44 (0)121 712 2460	Authorise
Eve Elwell	eve.elwell@paragon-group.co.uk	+44 (0)121 712 3582	Authorise
Tony Warren	tony.warren@paragon-group.co.uk	+44 (0)121 712 2612	Authorise
Taljinder Tiwana	taljinder.tiwana@paragon-group.co.uk	+44 (0)121 712 2615	Authorise
David Palser	david.palser@paragon-group.co.uk	+44 (0)121 712 2629	Authorise

SCHEDULE 4
PAYMENT ROUTING INSTRUCTION RE TRANSACTION ACCOUNT

Pay to:

Swift code: CITIGB2L
Account Name: PM23 GBP IR swap collateral a/c
Sort Code: 18 50 08
Account number: 17662734
Reference: Reference, if applicable

Pay to:

Swift code: CITIGB2L
Account Name: PM23 GBP FX swap collateral a/c
Sort Code: 18 50 08
Account number: 17662068
Reference: Reference, if applicable

Pay to:

Swift code: CITIGB2L
Account Name: Paragon Mortgages (No.23) PLC
Sort Code: 18 50 08
Account number: 17662793
Reference: Reference, if applicable

**SCHEDULE 5
FORM OF TIME DEPOSIT DEALING INSTRUCTION**

Citibank, N.A., London Branch
Citigroup Centre,
Canada Square,
Canary Wharf,
London, E14 5LB,
United Kingdom

For the attention of Specialised Agency Group

Fax: +44 (0)207 508 3883

[DATE]

Account Bank Agreement

We refer to the agreement dated [•] between, amongst others, the [Issuer] and Citibank, N.A., London Branch, as Account Bank (the "**Account Bank Agreement**"). Words and expressions used in this Time Deposit Dealing Instruction shall have the same meanings as in the Account Bank Agreement.

This Time Deposit Dealing Instruction is being provided to you in accordance with Clause 6.7 of the Account Bank Agreement. You are instructed to place the following amount[s] from the Account[s] numbered [•] specified below on [value date] on Time Deposit with the Account Bank's associated treasury department:

Transaction Account Number	Payment Amount	Rate	Currency	Duration

N.B. Instructions to be received by the Account Bank by 12:00 pm (London time) on the Business Day prior to the value date of the intended deposit.

This Time Deposit Dealing Instruction and any non-contractual obligation arising out of or in connection with it shall be governed by English law.

[Issuer]

By:
(Authorised Dealer)

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT TO ISSUER'S ACCOUNT BANK

PARAGON MORTGAGES (NO. 23) PLC
51 Homer Road, Solihull, West Midlands B91 3QJ
(Registered in England and Wales with company number 9386326)

To: Citibank, N.A., London Branch
Citigroup Centre, Canada Square
Canary Wharf, London
E14 5LB

[•] 20[•]

Dear Sirs,

Notice of Assignment: Transaction Account - Account Number: 17662793 (the "Transaction Account"), Hedge Collateral Accounts – Account Numbers: 17662734 and 17662068 (the "Hedge Collateral Accounts" and, together with the Transaction Account and any Additional Accounts (as defined in the Account Bank Agreement), the "Accounts")

We hereby give notice that under clause [3.4] of the deed of sub-charge and assignment dated on or around [•] 2015 (the "**Deed of Charge**"), Paragon Mortgages (No.23) PLC (the "**Company**") has assigned to Citicorp Trustee Company Limited, whose principal place of business is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**"), any benefit which it has in each of the Accounts to hold the same on trust under the terms of the Deed of Charge as security for, among other things, moneys owing by the Company to the holders of certain mortgage backed notes issued by the Company. On each occasion that a direction is given by or on behalf of the Company to make a transfer from any Account, it shall be deemed to be confirmed on behalf of the Company that the transfer specified therein is permitted to be made, which deemed confirmation shall be conclusive in favour of Citibank, N.A., London Branch ("**Citi**"), and Citi shall not be required to make any enquiries whatsoever in respect thereof. Prior to receipt of the express written notice mentioned below, Citi shall not have any liability to the Sellers, the Company or the Trustee or any other party for any action taken as a consequence of relying on any such demand confirmation, save in the case of Citi's negligence or wilful default.

Notwithstanding the assignment referred to above, Citi is authorised to rely upon all mandates and any consent, notice, direction or other communication given by or on behalf of the Company so as to operate each of the Accounts and to act on any instructions received from or on behalf of the Company in accordance with the mandate relating to each Account, including making any payment from the relevant Account, until receipt by Citi of express written notice from the Trustee to the contrary.

If the Trustee serves express written notice on Citi to the effect that Citi is no longer authorised to continue to rely upon the mandates or any consent, notice, direction or other communication (each a "**Notice**") given by or on behalf of the Company in respect of each Account, it is agreed that thereafter:

- (a) the charges of Citi for the operation of each Account (which shall be levied on the same basis and at rates which are no higher than those which are then generally

applicable to its business customers) may, to the extent permitted pursuant to the Deed of Charge, be debited to the relevant Account;

- (b) Citi shall be entitled to debit, to the extent permitted pursuant to the Deed of Charge, any Account for the amount of any shortfall resulting after receipt of such Notice by virtue of Citi crediting such Account and transferring as a cleared balance to another account such amount which is not received by Citi or is recalled, but Citi shall immediately notify the Trustee of the amount of such shortfall with such other information relating to the non-receipt or recall of the relevant monies as Citi shall then have in its possession; and
- (c) Citi shall be entitled to rely upon any written consent, notice, direction or other written communication which is given by the Trustee or the Receiver (as defined in the Deed of Charge) in accordance with any mandate which is given by such party in respect of each Account in the absence of negligence or wilful default.

Citi waives any right it has or may hereafter acquire to combine, consolidate or merge any Account with any other account of the Company or any other person or any liabilities of the Company or any other person owing to it.

Citi agrees that it will not exercise any lien, or, to the extent permitted by law, any set-off or transfer any sum standing to the credit of or to be credited to any Account in or towards satisfaction of any liabilities of the Company or any other person owing to it other than as permitted pursuant to the terms of the account bank agreement dated [•] 2015 entered into between, amongst others, the Company and Citi (the "**Account Bank Agreement**").

You are not authorised or instructed to recognise the exercise by the Company of any right to close or transfer any Account (with the exception of the obligation under clause 9.1(a) (*Termination following a Termination Event*) of the Account Bank Agreement) unless the prior written consent of the Trustee has been obtained thereto.

Copies of the Deed of Charge will be supplied upon request.

Yours faithfully,

SIGNED)
by a duly authorised representative for)
and on behalf of)
PARAGON MORTGAGES (NO.23) PLC)

By:

Name:

Title: Director

We acknowledge receipt of this notice in the terms set out above and confirm that we will comply with its terms.

SIGNED)
by a duly authorised representative for)
and on behalf of)
CITIBANK, N.A., LONDON BRANCH)

By:

Name:

Title:


SIGNATORIES


PARAGON MORTGAGES (NO. 23) PLC

By:  per pro SFM Directors Limited
as Director

CITIBANK, N.A., LONDON BRANCH

By:  Davide Pluchino
Vice President

By:  JUSTIN NG
as attorney for
CITICORP TRUSTEE COMPANY LIMITED

Signature 

in the presence of:

 Signature of witness
 Name of witness
Clifford Chance LLP Address of witness
10 Upper Bank Street
London E14 5JJ

PARAGON MORTGAGES (2010) LIMITED

By: 