

EXECUTION VERSION

DATED 11 NOVEMBER 2020

PARAGON BANK PLC

FOURTH SUPPLEMENTAL DEED OF
DECLARATION OF TRUST
RELATING TO
PARAGON BANK PLC'S COLLECTION ACCOUNT
IN RESPECT OF MORTGAGES SOLD TO PARAGON
MORTGAGES (NO.28) PLC
IN CONNECTION WITH A RESIDENTIAL
MORTGAGE SECURITISATION

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THIS FOURTH SUPPLEMENTAL DEED OF DECLARATION OF TRUST is made on
11 November 2020

BY:

- (1) **PARAGON BANK PLC** (registered number 05390593) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**PB**"),
- (2) **AND IS SUPPLEMENTAL TO** a deed of declaration of trust made by Paragon Bank plc on 26 April 2018 (the "**Declaration of Trust**") as supplemented and amended, *inter alia*, by a supplemental deed of declaration of trust dated 14 November 2018, a second supplemental deed of declaration of trust dated 3 July 2019 and a third supplemental deed of declaration of trust dated 30 April 2020.

WHEREAS:

- (A) PB is acting as originator in respect of a securitisation (the "**Securitisation**"), which is to close on the date hereof, in respect of which the issuer of the notes issued and purchaser of certain mortgages in respect of the Securitisation is Paragon Mortgages (No.28) PLC (the "**Issuer**") and PB has agreed to act as an administrator for the same.
- (B) PB is desirous of extending the benefit of the trust declared in the Declaration of Trust to the Issuer in respect of the mortgages to be purchased by the Issuer.

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION

- 1.1 Unless otherwise defined herein, terms defined in the Declaration of Trust shall have the same meaning when used herein (including in the recitals).
- 1.2 The headings are inserted for convenience only and shall not affect the interpretation of this Deed.
- 1.3 Words denoting the singular number only shall include the plural number also and vice versa; and "persons" shall include individuals, firms and corporations.
- 1.4 References in this Deed to any agreement or other document include any amendment thereto or variation or novation thereof for the time being having effect.

2. THE TRUST

PB hereby acknowledges, declares and agrees that from the date hereof:

- 2.1 the Issuer shall hereby be appointed as a Beneficiary under the Declaration of Trust;
- 2.2 in accordance with the terms of the Declaration of Trust, at any time such proportion of the Trust Property at such time as the amounts arising under or derived from the Assets of the Issuer and standing to the credit of the Account shall at such time bear to the Trust Property at such time, shall, in relation to the Issuer, be its Beneficiary's Share; and

2.3 the provisions of the Declaration of Trust and the trust declared therein shall apply to the Issuer as they apply to the other Beneficiaries.

3. **DESIGNATION AS SECURITY TRUSTEE**

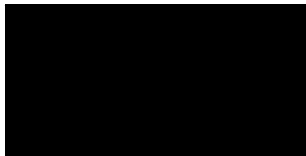
PB hereby designates Citicorp Trustee Company Limited acting through its principal London office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, as trustee in respect of any security given by the Issuer for its obligations under a deed of sub-charge and assignment to be dated on or about the date hereof between, among others, the Issuer, Citicorp Trustee Company Limited, Paragon Finance PLC, Paragon Mortgages (2010) Limited, PB, Homeloan Management Limited, Lloyds Bank Corporate Markets PLC, Maples Fiduciary Services (UK) Limited and Citibank, N.A., London Branch, as same may be amended supplemented or otherwise modified from time to time.

IN WITNESS WHEREOF PB has caused this Deed to be executed as a Deed on the day and year first before written.

EXECUTED and DELIVERED by:
as its **DEED** as follows:
SIGNED for and on its behalf
by its duly authorised attorney:

PARAGON BANK PLC

Signature: 



By
Name: Jimmy Giles
Title: Attirney

Witness Name: Julia Gilbride
Occupation: Securitisation Officer
Address: 51 Homer Road, Solihull
West Midlands, B91 3QJ