



EXECUTION VERSION

# Cross-Collateral Mortgage Rights Accession Deed

Paragon Mortgages (No.29) Plc  
as Additional Mortgagee

and

Citicorp Trustee Company Limited  
as Additional Security Holder

1 November 2023

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**BETWEEN:**

- (1) **PARAGON MORTGAGES (NO.29) PLC** (registered number 15005950) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (an "**Additional Mortgagee**");
- (2) **CITICORP TRUSTEE COMPANY LIMITED** who has a place of business at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB being the holder of certain Security Interests created from time to time by the Additional Mortgagee under or pursuant to the Additional Security Deed (in such capacity the "**Additional Security Holder**"); and
- (3) **CITICORP TRUSTEE COMPANY LIMITED** acting on behalf of itself and each Current Party (as defined below).

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

In this Accession Deed, except so far as the context otherwise requires:

**"Additional Security Deed"** means a deed dated on or around the date of this Accession Deed between, among others, the Additional Mortgagee and the Additional Security Holder;

**"Current Party"** means each person who immediately prior to the date of this Accession Deed is a party to the Principal Deed; and

**"Principal Deed"** means a cross-collateral mortgage rights deed originally dated 10 November 2011 between Paragon Mortgages (2010) Limited, Paragon Fourth Funding Limited, Paragon Mortgages (No.16) PLC and Citicorp Trustee Company Limited and as further amended, restated, acceded to and supplemented from time to time.

1.2 **Definitions in Principal Deed**

Except where otherwise defined in this Accession Deed, expressions defined in the Principal Deed shall have the same meaning in this Accession Deed.

1.3 **Supplemental to Principal Deed**

This Accession Deed is supplemental to the Principal Deed.

2. **ACCESSION**

The parties to this Accession Deed agree that as from the date of this Accession Deed, the Additional Mortgagee and Additional Security Holder shall become and be a party to the Principal Deed and all the provisions shall apply to and between each of the parties to the Principal Deed (including the Current Parties, and the Additional Mortgagee and the Additional Security Holder).

3. **GOVERNING LAW**

This Accession Deed including any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

**IN WITNESS** whereof this Accession Deed has been executed and delivered as a deed by each party on the date indicated at the start of this Accession Deed.

**SIGNATORIES**

**The Additional Security Holder on behalf of itself and each Current Party**

Executed as a deed by )  
**CITICORP TRUSTEE COMPANY** )  
**LIMITED** for and on its behalf by one of )  
its duly authorised attorneys: )



**Georgia Mitchell**  
**Attorney**

Signature of attorney .....  
.....

Signature of witness .....  
.....

Name of witness .....  
.....

Address of witness .....  
.....

Citibank, N.A.  
Citigroup Centre  
33 Canada Square  
Canary Wharf  
London E14 5LB


Occupation of witness .....  
.....

**BANKER**

**The Additional Mortgagee**

Executed as a deed and delivered by )  
**PARAGON MORTGAGES (NO.29) PLC** )  
acting by two directors: )  
)

Director  
*per pro Intertrust Directors 1 Limited*

DocuSigned by:  
  
C57138EA9BB8447...

Director  
*per pro Intertrust Directors 2 Limited*

DocuSigned by:  
*Alasdair Watson*  
E80C3E6B7423467...