

Dated 30 January 2013

PARAGON FINANCE PLC
AS AN ADMINISTRATOR

MORTGAGE TRUST SERVICES PLC
AS AN ADMINISTRATOR

PARAGON MORTGAGES (NO.7) PLC
AS THE ISSUER

PARAGON MORTGAGES LIMITED
AS A SELLER AND AN ORIGINATOR

ARIANTY NO.1 PLC
AS A SELLER

MORTGAGE TRUST LIMITED
AS AN ORIGINATOR

AND

CITICORP TRUSTEE COMPANY LIMITED
as the Trustee

**DEED OF AMENDMENT AND RESTATEMENT
IN RESPECT OF THE ADMINISTRATION
AGREEMENT DATED 26 MAY 2004**

CONTENTS

Clause	Page
1. Definitions	2
2. Amendment and Restatement of the Original Administration Agreement	2
3. Counterparts	2
4. Contracts (Rights of Third Parties) Act 1999	2
5. Governing Law.....	2
Schedule 1 Amended and Restated Administration Agreement	3

THIS DEED OF AMENDMENT AND RESTATEMENT is made on
30 January 2013:

BETWEEN

- (1) **PARAGON FINANCE PLC** (registered number 1917566) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**PFPLC**" as an "**Administrator**" and together with Mortgage Trust Services PLC, the "**Administrators**");
- (2) **MORTGAGE TRUST SERVICES PLC**, (registered number 3940202) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**MTS**" as an "**Administrator**" and, together with Paragon Finance PLC, the "**Administrators**")
- (3) **PARAGON MORTGAGES (NO.7) PLC** (registered number 4513170) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Issuer**");
- (4) **PARAGON MORTGAGES LIMITED** (registered number 2337854) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**PML**" in its capacity as a Seller and an Originator);
- (5) **ARIANTY NO.1 PLC**, (registered number 3946857) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**Arianty**" and together with PML, the "**Sellers**");
- (6) **MORTGAGE TRUST LIMITED**, (registered number 2048895) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**MTL**" in its capacity as an Originator and together with PML, the "**Originators**"); and
- (7) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 235914) 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 parties to this Deed of Amendment and Restatement were parties to the Original Administration Agreement (as defined below) in various capacities.
- (B) The parties now wish to amend certain provisions of the Original Administration Agreement.

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

1. DEFINITIONS

1.1 Save where the contrary is indicated or the context otherwise requires, words and expressions used in this Deed have the meanings and constructions ascribed to them in the Amended Administration Agreement.

1.2 "**Original Administration Agreement**" means the agreement dated 26 May 2004 entered into between (i) Paragon Finance PLC as an Administrator, (ii) Mortgage Trust Services PLC as an Administrator, (iii) Paragon Mortgages (No. 7) PLC as the Issuer, (iv) Paragon Mortgages Limited as a Seller and an Originator, (v) Arianty No.1 PLC as a Seller; (vi) Mortgage Trust Limited as an Originator and (vii) Citicorp Trustee Company Limited as the Trustee;

"**Amended Administration Agreement**" means the Original Administration Agreement, as amended and restated by this Deed, the terms of which are set out at Schedule 1 (*Amended and Restated Administration Agreement*).

2. AMENDMENT AND RESTATEMENT OF THE ORIGINAL ADMINISTRATION AGREEMENT

With effect from the date of this Deed, the Original Administration Agreement shall be amended and restated so that it shall be read and construed for all purposes as set out in Schedule 1 (*Amended and Restated Administration Agreement*).

3. COUNTERPARTS

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

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

5. GOVERNING LAW

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

**SCHEDULE 1 AMENDED AND RESTATED ADMINISTRATION
AGREEMENT**

DATED 30 January 2013

PARAGON FINANCE PLC
AS AN ADMINISTRATOR

MORTGAGE TRUST SERVICES PLC
AS AN ADMINISTRATOR

PARAGON MORTGAGES (NO.7) PLC
AS THE ISSUER

PARAGON MORTGAGES LIMITED
AS A SELLER

ARIANTY NO.1 PLC
AS A SELLER

MORTGAGE TRUST LIMITED
AS AN ORIGINATOR

AND

CITICORP TRUSTEE COMPANY LIMITED
AS THE TRUSTEE

AMENDED AND RESTATED ADMINISTRATION
AGREEMENT
ORIGINALLY DATED 26 MAY 2004

CONTENTS

Clause	Page
1. Definitions and Interpretation	2
2. Appointment of Administrator	17
3. Condition	17
4. The Services	18
5. Mortgage Rate	28
6. [Not used]	30
7. Payments, Accounts, Ledgers	30
8. No Liability	45
9. Originator Further Advances, Discretionary Further Advances and Mandatory Further Advances	45
10. [Not used]	52
11. Non-Verified Mortgages	52
12. Redemption of Mortgages	53
13. Remuneration	53
14. Costs and Expenses	54
15. Information	55
16. Insurances	58
17. Mortgage Deeds	61
18. Data Protection	62
19. Software	62
20. Covenants of Administrator	63
21. Services Non-Exclusive	65
22. Termination	65
23. The Trustee	71
24. Further Assurance	71
25. Confidentiality	71
26. Notices	72
27. No Variation and Waiver	74
28. Assignment	74
29. Exclusion of Third Party Rights	75
30. Governing Law	75
Schedule 1 The Services	79
Schedule 2 Insurances	83
Part A Buildings Policies	83

Part B Other Insurance Contracts	83
Schedule 3 Minimum Mortgage Rate and Shortfall	84
Schedule 4 Potential Interest Shortfall Amount.....	86
Schedule 5 Form of Power of Attorney of the Issuer	87
Schedule 6 Form of Trustee's Power of Attorney	90
Schedule 7 Contents of Investor Report	92
Schedule 8 Determinations and Reconciliations.....	93

THIS AGREEMENT was originally made as a deed on 26 May 2004, and as amended and restated as set below on 11 August 2008 and on 30 January 2013

BETWEEN:

- (1) **PARAGON FINANCE PLC** (registered number 1917566) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**PFPLC**") in its capacity as an Administrator;
- (2) **MORTGAGE TRUST SERVICES PLC**, (registered number 3940202) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**MTS**") in its capacity as an Administrator and, together with PFPLC, the "**Administrators**";
- (3) **PARAGON MORTGAGES (NO.7) PLC** (registered number 4513170) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Issuer**");
- (4) **PARAGON MORTGAGES LIMITED** (registered number 2337854) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**PML**");
- (5) **ARIANTY NO.1 PLC**, (registered number 3946857) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**Arianty**" and together with PML, the "**Sellers**");
- (6) **MORTGAGE TRUST LIMITED**, (registered number 2048895) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**MTL**" in its capacity as an Originator and together with PML, the "**Originators**") and
- (7) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 235914) 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 Originators carry on the business of investing in mortgage loans secured on residential or other properties within the British Isles. PFPLC and MTS carry on the business of managing and administering mortgage loan portfolios, car loan portfolios and unsecured consumer loan portfolios.
- (B) The Sellers have agreed to sell certain mortgages, which are taken out by individual borrowers, to the Issuer together with, where relevant, the benefit of the collateral security for the same.
- (C) The Sellers have further agreed to sell certain mortgages, which are taken out by corporate borrowers, to the Issuer together with, where relevant, the benefit of the collateral security for the same.
- (D) The Issuer proposes to charge or assign to the Trustee the Mortgages (as defined below) and, where relevant, collateral security purchased by it and all its other assets as security for, among other things, its obligations in relation to the issue of the Notes.

- (E) PFPLC and MTS are willing to provide administration and management services to the Issuer and the Trustee in relation to the Mortgages (as defined below), standard securities and collateral security purchased by the Issuer and charged by the Issuer in favour of the Trustee on the terms and subject to the conditions contained in this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 To the extent there is a conflict between the provisions of the Administration Agreement (as amended from time to time) and the description of the provisions of the Administration Agreement in any Relevant Document, the provisions of the Administration Agreement shall prevail.
- 1.2 The expressions defined in the Relevant Documents and Conditions (each as defined below) shall, unless otherwise defined in this Clause 1.1 or in the recitals above have the same meanings in this Agreement, except so far as the context otherwise requires:

"Administration Manual" means the administration manual or manuals by reference to which the Administrator will administer the Mortgages and, where relevant, collateral security (as from time to time amended in accordance with the practice of a reasonably prudent mortgage lender).

"Administrator" means the relevant Administrator, being:

- (A) throughout the period when both PFPLC and MTS are the Administrator, severally:
- (a) PFPLC in relation to all matters relating to the PML Mortgages including, without limitation, all dealings with Borrowers in respect of the PML Mortgages and the matters provided for in Clauses 4.10 (*Conversion of the Mortgages*), 5 (*Mortgage Rate*), 9 (*Originator Further Advances, Discretionary Further Advances and Mandatory Further Advances*), 11 (*Non-Verified Mortgages*), 12 (*Redemption of Mortgages*), 16 (*Insurances*) and 17 (*Mortgage Deeds*) of this Agreement;
 - (b) MTS in relation to all matters relating to the MTL Mortgages including, without limitation, all dealings with Borrowers in respect of the MTL Mortgages and the matters provided for in Clauses 4.10 (*Conversion of the Mortgages*), 5 (*Mortgage Rate*), 9 (*Originator Further Advances, Discretionary Further Advances and Mandatory Further Advances*), 11 (*Non-Verified Mortgages*), 12 (*Redemption of Mortgages*), 16 (*Insurances*) and 17 (*Mortgage Deeds*) of this Agreement; and
 - (c) PFPLC in relation to any other Services to be provided by the Administrator pursuant to this Agreement including, without limitation, the Cash Bond Management Services, provision of the Administrator Report, matters relating to the Issuer's cash, finances and

obligations (provided for in Clause 7 of this Agreement) under the Relevant Documents;

- (B) throughout the period from and including the time when one of the Administrators (the "**Assuming Administrator**") assumes the role of the other Administrator pursuant to clause 9.4 of the Deed of Charge, the Assuming Administrator, and
- (C) at any time in the event of both PFPLC and MTS ceasing to be the Administrator as contemplated in this Agreement, any other person (including the Substitute Administrator) appointed in substitution for both PFPLC and MTS as provider of the Services.

"**Administrator Report**" means, in respect of a Collection Period, a report to be provided by PFPLC in respect of the relevant Collection Period containing all the calculation data necessary to determine the payments to be made by the Issuer on the immediately following Interest Payment Date;

"**Affected Originator**" has the meaning indicated in sub-clause 4.4.2 of this Agreement.-

"**Agency Agreement**" means the agreement to be dated on or about the date of this Agreement between the Issuer, the Trustee, Citibank, N.A., New York Branch, as US Paying Agent and Citibank, N.A., London Branch as Principal Paying Agent, Reference Agent and Registrar.

"**agreed draft**" means, in relation to any document, the draft of the document which has been agreed between the parties hereto and initialled on their behalf for the purpose of identification.

"**Arrears Mortgages**" means Mortgages in respect of which there are outstanding arrears in excess of one current monthly payment.

"**Authorised Entities**" means (a) the Operating Bank and (b) any other entity either the long term unsecured and unguaranteed debt of which is rated AAA by Fitch, Aaa by Moody's and AAA by S&P or any of the short term unsecured and unguaranteed debt of which is rated at least F1 by Fitch, at least P-1 by Moody's and at least A-1 by S&P (or, in the case of an Authorised Entity which holds the amount representing the First Loss Fund, at least F1+ by Fitch and at least A-1+ by S&P) or, if at the relevant time there are no such other entities, any entity approved in writing by the Trustee.

"**Authorised Investment**" means in the case of the Issuer, (i) any bank account, security or other obligation of or right against any Authorised Entity and (ii) any other bank account, security or other obligation as would not adversely affect the then current ratings of the Class A Notes or, if there are no Class A Notes outstanding, the Class B Notes being, in the case of both (i) and (ii) above, a bank account, security, obligation or right:

- (a) which is denominated in sterling;

- (b) which is immediately repayable on demand or the maturity date of which falls:
- (i) on or before the Interest Payment Date next following the acquisition of such investment by the Issuer or if the Issuer will have insufficient available cash funds in the Revenue Ledger to make payments which are due and payable on the next Interest Payment Date, on that next Interest Payment Date; and
 - (ii) in the case of an investment with an Authorised Entity rated no higher than F1 by Fitch and A-1+ by S&P, on or before the next Interest Payment Date or 30 days (whichever is the shorter) after the acquisition of such investment by the Issuer;

provided that (a) monies invested in entities rated A-1 or below by S&P may not exceed 20 per cent. of the then aggregate GBP Equivalent Principal Amount Outstanding of the Notes and, any monies to be invested in excess of this aforementioned amount must be invested with entities whose short term unsecured and unguaranteed debt is rated A-1+ or better by S&P and (b) an amount representing the First Loss Fund shall at all times be held by an Authorised Entity whose short-term unsecured and unguaranteed debt is rated at least F1+ by Fitch and A-1+ by S&P.

"Available Redemption Funds" has the meaning indicated in Condition 5(a).

"Barclays" means Barclays Bank plc.

"Basis Hedge Agreement" has the same meaning as in the Trust Deed.

"Basis Hedge Provider" means JPMorgan Chase Bank and/or any other bank or financial institution acting as the Basis Hedge Provider under the Basis Hedge Agreement which, if not a party to the Deed of Charge, undertakes in a manner and form reasonably satisfactory to the Trustee to be bound by the Deed of Charge as if it were a party thereto in the capacity of a Secured Party.

"Base Rate Tracker Mortgage" means a Mortgage under which the Borrower is required to pay interest at a fixed margin over the Bank of England's base rate from time to time during the term of that Mortgage.

"Block Buildings Policies" means the block policies listed in paragraph 1 of Part A of Schedule 2.

"Borrower" has the same meaning as in the Deed of Charge.

"Buildings Policy" means the block policies listed in Part A of Schedule 2.

"Business Day" has the same meaning as in Condition 4(a), whether or not there are any Notes outstanding.

"Cap" means a hedging arrangement entered into by the Issuer and a Cap Provider pursuant to a Cap Agreement whereby in the event that LIBOR (as determined in accordance with such agreement) exceeds the rate agreed with such Cap Provider (the **"strike rate"**), such Cap Provider will be required to make a payment to the Issuer

equal to the difference between LIBOR (as so determined) and the strike rate calculated on the notional principal amount agreed for the relevant period, **provided that** such strike rate is set at such a level that the then ratings of the Class A Notes and the Class B Notes will not be adversely affected thereby.

"**Cap Agreement**" means any agreement in such form as is approved by the Trustee to be entered into on or before the Closing Date or (in relation to a Mortgage which is converted or a Non-Verified Mortgage which is purchased on a Further Purchase Date) at any time thereafter, or any agreement entered into in substitution or replacement of any such agreement, between the Issuer and a Cap Provider pursuant to which such Cap Provider has agreed or will agree, among other things, to provide to the Issuer a Cap or series of Caps, and any other agreements for similar purposes entered into from time to time with the approval of the Trustee.

"**Cap Guarantee**" means any unconditional and irrevocable guarantee in a form agreed by the Trustee to be given by a Cap Guarantor guaranteeing the timely payment of the obligations of any Cap Provider under any Cap Agreements or any other provider in relation to any other hedging arrangements.

"**Cap Guarantor**" means such bank or financial institution as may from time to time hereafter provide a Cap Guarantee, **provided that** the rating of the long term unsecured and unsubordinated indebtedness of such Cap Guarantor is at least equal to that then applicable to the Class A Notes or, if lower, is such that the then ratings of the Class A Notes and the Class B Notes are not adversely affected as a result.

"**Cap Provider**" means any bank or financial institution acting as a Cap Provider under any Cap Agreement which will, on the date on which it makes a Cap available to the Issuer, have a rating for its long term or short term debt obligations sufficient to maintain the then ratings of the Notes unless the Cap is guaranteed under a Cap Guarantee or other arrangements are entered into at the time which are sufficient to maintain such ratings.

"**Capped Rate Mortgage**" means a Mortgage where the rate of interest payable by the Borrower in accordance with the Mortgage Conditions relating thereto is determined for a specified period from origination of the loan by reference to a fixed margin over three month LIBOR up to a specified rate; and thereafter the Borrower is required to pay interest at a variable rate.

"**Cash Bond Management Services**" means the calculation of all amounts payable by the Issuer under the Relevant Documents and Conditions and the issuance of any payment instructions on behalf of the Issuer to make payments;

"**Cheque Payment**" means any payment (including by standing order) from a Borrower which is not paid through the Direct Debiting Scheme.

"**Class A1 Notes**" has the same meaning as in the Trust Deed

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

"**Class A Note Rate of Interest**" means the rate of interest payable from time to time on each class of Class A Notes determined in accordance with Condition 4(c).

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

"**Class B Noteholders**" has the same meaning as in the Trust Deed.

"**Class B Note Rate of Interest**" means the rate of interest payable from time to time on the Class B Notes determined in accordance with Condition 4(c).

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

"**Closing Date**" has the same meaning as in the Subscription Agreement.

"**Collection Account Provider**" means the relevant financial institutions with which the relevant Collection Accounts are maintained, which for the time being is Barclays Bank PLC.

"**Collection Accounts**" means the account of PML numbered 83653234 (Code 20-19-90) with Barclays at 1 Churchill Place, London, E14 5HP and the accounts of MTS numbered 00452165, 80682772 and 90702560 (Code 20-19-90) with Barclays at 1 Churchill Place, London, E14 5HP and/or such other account (or accounts) of PML and/or MTS which has (or have) been approved in writing by the Trustee.

"**Collection Account Declarations of Trust**" means each of the declarations of trust over the Collection Accounts in favour of the Issuer made by PML and MTS as respective holders of the Collection Accounts as the same may be supplemented and amended from time to time (including by any supplemental deed of declaration of trust dated on or about the date of this Agreement) and as may be further supplemented and amended from time to time.

"**Collection Period**" means each consecutive period from but excluding the preceding Principal Determination Date (**provided that** the first such period shall commence on (and include) the Closing Date) up to and including the next following Principal Determination Date.

"**Conditions**" means the terms and conditions applicable to the Notes, in the form set out in the Trust Deed, as the same may from time to time be modified in accordance with the provisions of the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly.

"**Conversion**" of a Mortgage means the change, in accordance with Clause 4.10, of a Mortgage from one type to another type (or a combination of types) and any reference to a Mortgage being converted shall be construed accordingly.

"**Corporate Borrower**" means the company defined as the "**Company**" in the Mortgage Conditions applicable to a Corporate Mortgage.

"**Corporate Mortgages**" has the same meaning as in Mortgage Sale Agreement.

"**Current Balance**" has the same meaning as in the Deed of Charge.

"**Deed of Charge**" means a deed of sub-charge and assignment to be entered into on the Closing Date between, among others, the Issuer, the Trustee PFPLC, PML, MTL, MTS, Arianty, GHL Mortgage Services Limited, JPMorgan Chase Bank as Basis

Hedge Provider, The Royal Bank of Scotland plc as Currency Swap Provider, the Subordinated Lender, the Issue Services Provider; creating security for the obligations of the Issuer under, among other things, the Trust Deed, the Notes, this Agreement, the Mortgage Sale Agreement, the Cross-collateral Mortgage Rights Deed, the Fee Letter, the Services Letter, each Currency Swap Agreement, the Basis Hedge Agreement, the Subscription Agreement and the Subordinated Loan Agreement and regulating the priority of payments by the Issuer, and includes, where the context so admits, each further or supplemental charge or security granted pursuant thereto.

"Direct Debiting Scheme" means the scheme for the manual or automated debiting of bank accounts operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services.

"Disability, Redundancy and Hospitalisation Policy" means the insurance policy written by the London and Edinburgh Insurance Company Limited in respect of any loss of income by Borrowers under Individual Mortgages caused by that Borrower's total disability, unemployment or hospitalisation (being at the date hereof the policy numbered GC381) or any other policy of similar effect written by another reputable insurance company carrying on business in the United Kingdom with similar standing.

"Discretionary Further Advance" means a further advance (other than a Mandatory Further Advance) made to a Borrower in respect of a Mortgage in the manner provided in Clause 9.2.

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

"Enforcement Procedures" has the meaning given in Clause 1.8 and the expression **"completion of the Enforcement Procedures"** shall be construed in accordance with Clause 1.8.

"Fee Letter" means the agreement dated the same date as this Agreement between the Issuer, the Issue Services Provider and the Trustee relating to the reimbursement of certain expenses of the issues of the Notes incurred by the Issue Services Provider on behalf of the Issuer and the payment by the Issuer of an arrangement fee to the Issue Services Provider.

"Fidelity Insurance Policy" means the insurance policy written by certain underwriters at Lloyd's of London through the agency of Willis Limited in relation to loss suffered as a result of fraud, forgery or computer crime, the acts or omissions of the Administrator, the relevant Originator, Administrator's employees or the relevant Originator's employees and any similar policy or policies in relation to the acts or omissions of any person performing the Services or any part of them on behalf of the Administrator or any other insurance policy of similar effect written by certain underwriters at Lloyd's of London being at the date hereof the policy numbered 10117P12.

"Final Redemption" means the date on which all moneys and other liabilities for the time being due or owing by the Issuer to the Trustee or the Noteholders (as defined in the Trust Deed) under the Notes, the Trust Deed and the Deed of Charge have been paid in full.

"**First Loss Fund**" means the amount standing to the credit of the First Loss Ledger from time to time.

"**First Loss Ledger**" means the ledger so referred to in sub-clause 7.2.1.

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

"**Fixed Rate Mortgage**" means (until the rate of interest chargeable in relation thereto becomes the Standard Rate, whereupon the relevant Mortgage shall be a Standard Mortgage) a Mortgage where the rate of interest payable by the Borrower in accordance with the Mortgage Conditions relating thereto is fixed by reference to a pre-determined rate or series of rates for a fixed period or periods after which the rate of interest chargeable becomes the Standard Rate or such other Mortgage pursuant to which the rate of interest payable by the Borrower in accordance with the Mortgage Conditions relating thereto is, for a fixed period or periods, not capable of being reset monthly or quarterly at will by the relevant Originator, the Administrator or the Issuer,

"**Flexible Mortgage**" means a Mortgage under which the Borrower is entitled to make principal overpayments and obtain Flexible Drawing Advances.

"**Flexible Mortgage Commitment Fee**" means the monthly commitment fee payable by a Borrower under the terms of a Flexible Mortgage.

"**Flexible Drawing Advance**" means a Flexible Drawing Cash Advance or a Flexible Drawing Capitalised Advance.

"**Flexible Drawing Cash Advance**" means an amount withdrawn from a Flexible Mortgage account by a Borrower under a Flexible Mortgage in exercise of a right to redraw such amount in accordance with the relevant Mortgage Conditions relating to the relevant Flexible Mortgage.

"**Flexible Drawing Capitalised Advance**" means an amount of interest scheduled to be paid by the relevant Monthly Payment which has been capitalised to a Flexible Mortgage account following a request by a Borrower under a Flexible Mortgage.

"**FSMA authorisation**" has the meaning specified in Clause 20.

"**Further Purchase Date**" has the same meaning as in the Mortgage Sale Agreement.

"**GBP LIBOR**" means in respect of any Interest Period the Reference Rate in respect of the GBP Notes in respect of that Interest Period as determined in accordance with Condition 4(d) or, in the event that no GBP Notes are outstanding, determined by the Administrator using the same method set out in Condition 4(d).

"**Guarantee**" means a guarantee of a Borrower's obligations under a Mortgage on the terms of the relevant Mortgage Conditions.

"**Hedge Collateral**" means any asset (including, without limitation, cash and/or securities) paid or transferred to the Issuer by a Hedge Provider in accordance with the terms of the relevant Hedge Agreement as collateral to secure the performance of that Hedge Provider's obligations under the relevant Hedge Agreement together with

any income or distributions received in respect of such asset and any equivalent of or replacement of such asset into which such asset is transformed.

"Hedge Collateral Accounts" means the Hedge Collateral Cash Account and the Hedge Collateral Securities Account.

"Hedge Collateral Ancillary Document" means any document (including, without limitation, any custodial agreement or bank account agreement but excluding the Hedge Agreements, this Agreement and the Deed of Charge) as may be entered into by the Issuer from time to time in connection with Hedge Collateral.

"Hedge Collateral Authorised Investments" means investments in which Hedge Collateral may be held or invested pursuant to the relevant Hedge Agreement.

"Hedge Collateral Cash" means Hedge Collateral in cash form standing from time to time to the credit of the Hedge Collateral Cash Account.

"Hedge Collateral Cash Account" means an account opened in the name of the Issuer for the purpose of holding Hedge Collateral Cash and maintained in accordance with the terms of this Agreement.

"Hedge Collateral Excluded Amount" means, at any time, the amount of Hedge Collateral which may not be applied at that time in satisfaction of the relevant Hedge Provider's obligations to the Issuer under the terms of the relevant Hedge Agreement.

"Hedge Collateral Ledger" means the ledger and any sub-ledgers maintained by the Administrator in the books of the Issuer in accordance with sub-clause 7.23.1(a).

"Hedge Collateral Principal Amount" means, at any time, the amount of Hedge Collateral which under the terms of the relevant Hedge Agreement may be applied at that time in satisfaction of the relevant Hedge Provider's obligations to the Issuer to the extent that such obligations relate to or correspond to payments of principal under the relevant Hedge Agreement or relate to or correspond to the Issuer's obligations to pay principal in respect of the Notes).

"Hedge Collateral Revenue Amount" means, at any time, the amount of Hedge Collateral, excluding Hedge Collateral Principal Amounts, which under the terms of the relevant Hedge Agreement may be applied at that time in satisfaction of the relevant Hedge Provider's obligations.

"Hedge Collateral Securities" means Hedge Collateral in the form of securities.

"Hedge Collateral Securities Account" means a securities account opened in the name of the Issuer for the purpose of holding Hedge Collateral Securities and maintained in accordance with the terms of this Agreement.

"Hedge Provider Termination Amount" means the amount of any payment payable by the Issuer to a Hedge Provider in the event of any termination of the relevant Hedge Agreement.

"HML" means Homeloan Management Limited (registered number 2214839) whose registered office is at The Bailey, Skipton, North Yorkshire BD23 1DN;

"Individual Borrower" means the person defined as the "Borrower" in the Mortgage Conditions applicable to an Individual Mortgage.

"Individual Mortgages" has the same meaning as in the Mortgage Sale Agreement.

"Insurance Contracts" means the insurance contracts specified in Schedule 2.

"Interest Charging Balance" means, in relation to any Mortgage, the principal amount outstanding secured by that Mortgage as at the date of origination together with the amount of any further advances made, capitalised fees, capitalised interest and accrued interest which has become due and remains unpaid (and interest accrued thereon) since the date of origination less any amount applied to reduce the principal amount secured by that Mortgage since the date of origination, **provided that** (i) in relation to any Repayment Mortgage, the principal secured thereby shall for these purposes be deemed to be reduced at such intervals and by such amounts as correspond to the relevant Originator's normal practice from time to time for determining the balance on which interest is charged for Repayment Mortgages and (ii) after completion of the Enforcement Procedures in relation to that Mortgage, any amount of principal secured by that Mortgage not then received shall not be treated for the purposes of this Agreement (other than for the purposes of sub-clause 7.2.2) as outstanding.

"Interest-only Mortgage" means a Mortgage (other than a Repayment Mortgage) pursuant to which the Borrower pays interest until the Mortgage is fully repaid on its maturity in accordance with the relevant Mortgage Conditions.

"Interest Payment Date" has the same meaning as in the Conditions, whether or not there are any Notes outstanding.

"Interest Period" has the same meaning as in the Conditions, whether or not there are any Notes outstanding.

"Interest Shortfall Ledger" means the ledger so referred to in sub-clause 7.2.1.

"Investment Home Mortgage" has the same meaning as in the Mortgage Sale Agreement.

"Issue Services Provider" means Paragon Finance PLC.

"Issuer Account" means each Issuer Cash Account and each Hedge Collateral Securities Account.

"Issuer Cash Account" means the Transaction Account and each Hedge Collateral Cash Account.

"Issuer's Monies" has the meaning specified in Clause 7.5.

"Lending Guidelines" has the meaning given to it in the Mortgage Sale Agreement.

"LIBOR-Linked Mortgage" means a Mortgage under which the Borrower is required to pay interest at a fixed margin over three month LIBOR determined quarterly.

"Loan Files" means the file or files relating to each Mortgage containing, among other things:

- (a) all material correspondence relating to that Mortgage; and
- (b) the completed Mortgage Documentation applicable to the Mortgage (other than the Mortgage Deeds) including the valuer's report and the solicitor's or licensed or qualified conveyancer's report on title or certificate of title, if applicable.

"Mandatory Further Advance" means any part of an initial mortgage advance retained pending completion of construction or refurbishment required to be made to a Borrower in respect of a Mortgage in accordance with the relevant Mortgage Conditions and any Flexible Drawing Cash Advance, both in the manner provided in Clause 9.3.

"MHA Documentation" has the same meaning as in the Mortgage Sale Agreement.

"Minimum Mortgage Rate" means the rate determined in accordance with Clause 15.5 and Schedule 3.

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

"Monthly Payment" means the gross amount (comprising interest and, where applicable, buildings insurance premium, payment protection plan and (in the case of any Mortgage which is or has been converted into a Repayment Mortgage, in whole or in part) any instalments of principal which the Borrower is bound to make) payable by a Borrower in respect of his Mortgage on each Mortgage Payment Date.

"Mortgage Conditions" means in relation to each Mortgage the terms and conditions on which the initial advance was (and any further advance expressed or intended to be secured by such Mortgage was or is to be) made to the Borrower,

"Mortgage Deeds" means in relation to each Mortgage:

- (a) all deeds and documents of title to the Property and associated papers received from a solicitor or licensed or qualified conveyancer including the results of any searches and enquiries and any consents to the Mortgage and, if applicable, the searches undertaken by the relevant Originator,
- (b) the Mortgage and the original or a certified copy of any transfer or sub-charge thereof (and any release or discharge of such sub-charge) and any documentation relating to any other collateral security (if any) relating to such Mortgage; and
- (c) where relevant, any deed of postponement or deed of variation or deed of guarantee or MHA Documentation.

"Mortgage Impairment Insurance for Financial Institutions Policy" means the indemnity policy written by Chubb Insurance Company of Europe S. A. in respect of any loss suffered by the insured arising by reason of direct physical loss or damage caused by fire or other physical damage perils which the borrower was required to

insure against where those losses were occasioned by insurance for such matters not being in place or such insurance being inadequate, or in the event that the insured is unable to collect, the loss under such insurance for any reason not caused or contributed to by the dishonesty of the insured or its directors or employees (being at the date hereof the policy numbered no. 35758567) or any other insurance policy of similar effect written by another reputable insurance company carrying on business in the United Kingdom with similar standing.

"Mortgage Indemnity Insurance Policy" means the mortgage indemnity insurance written by Cassidy Davis Limited (a Lloyds of London Syndicate) through the agency of Heath Lambert Insurance Services (being at the date hereof the policy numbered MIG130) or any other insurance policy of similar effect written by another reputable insurance company carrying on business in the United Kingdom with similar standing.

"Mortgage Payment Date" means the last Business Day of each calendar month or such other date as may be agreed with the relevant Borrower from time to time.

"Mortgage Sale Agreement" means the mortgage sale agreement dated on or about the date of this Agreement between the Sellers, the Warehouser, MTL, the Administrator, the Issuer and the Trustee in relation to the sale and purchase of the Mortgages.

"Mortgages" has the same meaning as in the Mortgage Sale Agreement.

"MTL Mortgages" means the Mortgages sold by Arianty to the Issuer pursuant to the Mortgage Sale Agreement.

"NatWest" means National Westminster Bank Plc.

"Non-Verified Mortgages" has the same meaning as in the Mortgage Sale Agreement.

"Non-Verified Mortgage Amount" means the amount credited to the Pre-Funding Reserve Ledger on the Closing Date being lower of (a) £210,000,000 and (b) the result of £900,700,464 less the purchase consideration paid by the Issuer in respect of the Mortgages purchased on the Closing Date.

"Non-Verified Mortgage Purchase Date" means any date following the Closing Date up to and including the first Principal Determination Date on which the Issuer purchases Non-Verified Mortgages in accordance with the Mortgage Sale Agreement.

"Non-Verified Mortgage Request" means a request from the Warehouser or PML pursuant to clauses 2.1 or 3.1 of the Mortgage Sale Agreement, substantially in the form of the notice in Schedule 10 of the Mortgage Sale Agreement.

"Non-Verified Payment" means the purchase price payable by the Issuer for any Non-Verified Mortgage and, for the avoidance of doubt, includes any necessary UCD Amount.

"Noteholders" means the Class A Noteholders and the Class B Noteholders.

"Notes" means the Class A Notes and the Class B Notes.

"Originator" has the meaning indicated in the Mortgage Sale Agreement.

"Offering Circular" means the offering circular dated 21 May 2004 in relation to the issue by the Issuer of the Notes.

"Operating Bank" means NatWest or such other bank, satisfying the requirements of Clause 7.6, as the Issuer may choose with the approval of the Trustee (such approval not to be unreasonably withheld) and with which the Transaction Account is for the time being maintained.

"Owner Occupied Mortgage" has the same meaning as in the Mortgage Sale Agreement.

"Paragon Group Company" means PGC and any holding company or subsidiary of PGC;

"Paragon VAT Group" means the group of companies forming the VAT group of which PFPLC and the Issuer are a part and whose names have been notified to the Trustee and the Rating Agencies from time to time.

"Permitted Basis Hedge Agreement" has the same meaning as in the Deed of Charge.

"Permitted Basis Hedge Provider" has the same meaning as in the Deed of Charge.

"PGC" means The Paragon Group of Companies PLC (registered number 2336032).

"Pool Factor" has the meaning indicated in Condition 5(b).

"Potential Interest Shortfall Amount" means the amount calculated in accordance with Schedule 4.

"Power of Attorney" means the power of attorney given by each Originator in favour of the Issuer, the Trustee and the Administrator substantially in the form of the power of attorney set out in Schedule 5 of the Mortgage Sale Agreement.

"PML Mortgages" means the Mortgages sold by PML to the Issuer pursuant to the Mortgage Sale Agreement.

"Pre-Funding Reserve Ledger" means the ledger so referred to in sub-clause 7.2.1.

"Prepayment Charge" means in relation to any Mortgage, any amount payable by the Borrower under the Mortgage Conditions upon the early redemption (in full or in part and whether on acceleration or otherwise) of the relevant Mortgage.

"Principal Amount Outstanding" has the meaning in Condition 5, whether or not there are any Class A Notes outstanding.

"Principal Deficiency Ledger" means the ledger so referred to in sub-clause 7.2.2.

"Principal Determination Date" has the meaning in Condition 5, whether or not there are any Class A Notes outstanding.

"Principal Ledger" means the ledger so referred to in sub-clause 7.2.1.

"Principal Paying Agent" means Citibank, N.A., London office, or such other person as may for the time being be acting as principal paying agent in relation to the Notes.

"Protection Notice" means a notice served under clause 7.1 of the Deed of Charge.

"Purchase Date" has the same meaning as in the Mortgage Sale Agreement.

"Purchased Pre-Closing Accruals and Arrears" means any arrears of interest, other amounts which have become due but remain unpaid and interest accrued (but unpaid) in respect of any Mortgage which is an Arrears Mortgage.

"Interest Payment Date" has the same meaning as in the Conditions, whether or not there are any Notes outstanding.

"Interest Period" has the same meaning as in the Conditions, whether or not there are any Notes outstanding.

"Rating Agencies" means Moody's, Fitch and S&P.

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

"Repayment Mortgage" means a Mortgage under the terms of which monthly instalments covering both interest and principal are paid by the Borrower until the Mortgage is fully repaid by its maturity in accordance with the relevant Mortgage Conditions.

"Required Amount" has the meaning given to it in the Deed of Charge.

"Revenue Ledger" means the ledger so referred to in sub-clause 7.2.1.

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies Inc..

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

"Security Interest" has the same meaning as in the Deed of Charge.

"Services" means the services, including those set out in Schedule 1, to be provided by the Administrator to the Issuer and the Trustee pursuant to this Agreement.

"Services Letter" means the services letter dated the same date as this Agreement and made between the Issuer and the Administrator.

"Shortfall Fund" means the amount (if any) standing to the credit of the Shortfall Ledger from time to time.

"Shortfall Ledger" means the ledger so referred to in sub-clause 7.2.3.

"Standard Mortgage" means a Mortgage (other than a Fixed Rate Mortgage, Capped Rate Mortgage, Base Rate Tracker Mortgage or a LIB OR-Linked Mortgage) pursuant to which the Borrower pays interest at a variable rate which is capable of being reset

monthly or quarterly at the will of the relevant Originator, the Administrator or the Issuer.

"Standard Rate" means the rate or rates of interest set by the relevant Originator, the Administrator or the Issuer from time to time and applicable to those Mortgages which are of a standard variable rate nature.

"Subscription Agreement" means the agreement dated on or about 21 May 2004 between the Issuer, PFPLC, MTS, MTL, each Seller and the financial institutions defined therein as the Managers in relation to the subscription and issue of the Notes.

"Subordinated Lender" has the meaning given to the term in the Deed of Charge.

"Subordinated Loan Agreement" means the agreement dated the same date as this Agreement between the Subordinated Lender, the Issuer and the Trustee relating to the provision of a loan facility by the Subordinated Lender to the Issuer.

"Substitute Administrator" means HML or any person or persons appointed in substitution to HML as substitute administrator in respect of all or part of the Services.

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

"Substitute Administrator Facilitator" means Structured Finance Management Limited in its capacity as substitute administrator facilitator and any successor thereto or replacement thereto in such capacity.

"Termination Event" has the meaning given to it in Clause 22.

"Transaction Account" means the account of the Issuer with the account number 73375269 (Sort Code 20-19-90) with Barclays at 1 Churchill Place, London, E14 5HP or such other account as the Trustee may approve as a replacement for or addition to the same at the Operating Bank in the name of the Issuer,

"Transaction Cash" means amounts from time to time standing to the credit of the Transaction Account.

"Transfers" means the transfers and assignments to be executed by the relevant Originator pursuant to clause 3.3 of the Mortgage Sale Agreement.

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

"UCD Amount" means any amount advanced to the Issuer by the Subordinated Lender under the Subordinated Loan Agreement to enable the Issuer to pay that part of the consideration for any Mortgages which constitutes unamortised cashbacks and/or discounts.

"Variable Discount Mortgage" means a Mortgage under the Mortgage Conditions of which the Borrower pays interest for a specified period at a specified percentage below the Standard Rate.

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto and any similar or turnover tax replacing or introduced in addition to any of the same and any equivalent in any other jurisdiction.

"**VAT Account**" means the account numbered 56177496 of PFPLC maintained at the Operating Bank which is subject to the VAT Declaration of Trust.

"**VAT Declaration of Trust**" means the declaration of trust dated 19 March, 1993 executed by PFPLC, as has been amended and restated from time to time (including by a supplemental deed of declaration of trust dated on or about the date of this Agreement) and as the same may be further amended and restated from time to time, under which PFPLC has declared that the monies standing to the credit of the VAT Account are to be held on trust for the benefit of, among others, the Issuer in the circumstances more particularly described therein.

"**Waived Prepayment Charge Amount**" means an amount equal to any Prepayment Charge which the Administrator proposes to waive pursuant to sub-clause 7.4.2; and

"**Warehouser**" has the meaning indicated in the Mortgage Sale Agreement.

- 1.3 The headings and contents pages in this Agreement shall not affect its interpretation. References in this Agreement to clauses and Schedules shall, unless the context otherwise requires, be references to clauses of, and schedules to, this Agreement.
- 1.4 Unless the context otherwise requires, words denoting the singular number only shall include the plural number also and vice versa, words denoting one gender only shall include the other genders and words denoting persons only shall include firms and corporations and vice versa.
- 1.5 Each of the Schedules shall have effect as if set out herein.
- 1.6 References in this Agreement to any person shall include references to his successors, transferees and assigns and any person deriving title under or through him. References in this Agreement to any statute or statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof and to any statutory instruments, orders or regulations made thereunder or under any such re-enactment.
- 1.7 References in this Agreement to any agreement or other document shall be deemed also to refer to such agreement or document as modified, novated, supplemented or replaced from time to time.
- 1.8 For the purposes of this Agreement, the "**Enforcement Procedures**" shall mean the procedures for the enforcement of Mortgages and Guarantees set out in the Administration Manual current from time to time and subject always to the provisions of Clause 7.4; and "**completion of the Enforcement Procedures**" shall have occurred in respect of a particular Mortgage (the "**Relevant Mortgage**") when the Administrator certifies in writing to the Trustee that in its opinion, having regard to the circumstances of the relevant Borrower and any guarantor (if relevant) and the relevant Property and the then applicable Enforcement Procedures, the prospects of any further recovery of amounts due from that Borrower or any guarantor (if relevant)

are remote or are not sufficiently good to merit further action or proceedings having regard to the amounts which might be recovered and the costs of recovery.

2. APPOINTMENT OF ADMINISTRATOR

- 2.1 Subject to Clauses 3 and 5, until termination pursuant to Clause 22, the Issuer, each Originator and the Trustee (according to their respective estates and interests) each hereby appoints the Administrator as its lawful agent in its name and on its behalf to exercise their respective rights, powers and discretions, and to perform their respective duties under the Mortgages and any collateral security therefor and the Power of Attorney and to perform the Services and the Administrator hereby accepts such appointment on the terms and subject to the conditions of this Agreement. In furtherance of such appointment, each of the Issuer, the Trustee and each Originator will, forthwith upon signature of this Agreement execute and deliver to the Administrator (together with evidence of due execution and its authority to grant the same) relevant powers of attorney in the forms set out in Schedule 5 and Schedule 6 and (in relation to each Originator only) the power of attorney set out in Schedule 5 of the Mortgage Sale Agreement.
- 2.2 For the avoidance of doubt and in connection with the powers conferred under Clause 2.1, during the continuance of its appointment hereunder, the Administrator shall, subject to the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the management of the business and administration of the assets of the Issuer or the exercise of such rights, powers and discretions, **provided however that** the Issuer (and its directors) shall not be required or obliged at any time to comply with any directions which the Administrator may give with respect to the operating and financial policies of the Issuer and the Administrator hereby acknowledges that all powers to determine such policies (including the determination of whether or not any particular policy is for the benefit of the Issuer) are, and shall at all times remain, vested in the Issuer (and its directors) and none of the provisions of this Agreement shall be construed in a manner inconsistent with this proviso.

3. CONDITION

Without prejudice to the obligations of the Administrator which this Agreement contemplates will be performed on or before the Closing Date, the appointment pursuant to Clause 2.1 is conditional upon completion of the initial sales and purchases of Mortgages referred to in the Mortgage Sale Agreement having taken place on the Closing Date. Subject to the foregoing, such appointment shall take effect upon and from the Closing Date automatically without further action on the part of any person. If the Closing Date has not occurred by 30 June, 2004 or by such later date as the Administrator, the Issuer and the Trustee may agree, this Agreement shall cease to be of further effect save for the purpose of enforcing accrued rights of action in respect of matters to be performed or events occurring on or before such date.

4. THE SERVICES

General

4.1 The duty of the Administrator shall be to provide the Services.

4.2 For the avoidance of doubt, nothing in this Agreement shall oblige the Administrator at any time:

4.2.1 to charge the same rate of interest in respect of the Mortgages; or

4.2.2 to administer the Mortgages in the same manner, other than in the manner of a reasonably prudent lender,

as it does in respect of any other mortgages or charges administered by it or of which it is the mortgagee, chargee or heritable creditor.

4.3 Sub-contracts

4.3.1 Other than as expressly provided in this Clause 4.3, the Administrator shall not:

(a) sub-contract or delegate the performance of any of its obligations under this Agreement to sub-contractors and delegates without the prior written consent of the Issuer and the Trustee (which consent shall not unreasonably be withheld); and/or

(b) sub-contract or delegate the performance of all or substantially all of its obligations under this Agreement if the then current ratings of the Notes would be adversely affected thereby.

4.3.2 Sub-clause 4.3.1 shall not apply to the engagement by the Administrator of any solicitor, licensed or qualified conveyancer, valuer, surveyor, accountant, enforcement agent, estate agent or other professional adviser in connection with the performance by the Administrator of any of its obligations under this Agreement, **provided that** the relevant person is engaged only on a mortgage by mortgage basis and not generally for all or a substantial portion of the Mortgages.

4.3.3 Subject to sub-clause 4.3.4, the Administrator may sub-contract or delegate the performance of some (but not all) of its obligations under this Agreement, **provided that:**

(a) where the arrangements involve or may involve the receipt by the sub-contractor or delegate of moneys which, in accordance with the provisions of this Agreement, are to be credited to the Transaction Account, the sub-contractor or delegate acknowledges that any such moneys held by it or to its order are held on trust for the Trustee subject to the Deed of Charge and will be paid forthwith to the Administrator for credit to the Transaction Account; and

(b) neither the Issuer nor the Trustee shall have any liability for any costs, charges or expenses payable to or incurred by such sub-contractor or

delegate or arising from the termination of any such arrangement in addition to the liability which either the Issuer or the Trustee would have to the Administrator under this Agreement if no such sub-contracting or delegation had occurred.

- 4.3.4 To the extent that any valuer, surveyor, enforcement agent, estate agent or other professional adviser is required to perform some of the obligations of the Administrator under this Agreement, paragraphs (a) and/or (as the case may be) (b) of the proviso to sub-clause 4.3.3 shall not apply to the engagement of such valuer, surveyor, enforcement agent, estate agent or other professional adviser, **provided that** the performance by such person of any of the obligations of the Administrator is ancillary only to the services to be provided by such person to the Administrator and/or the Issuer. Either the Trustee or the Issuer may require the Administrator to assign to the Trustee and the Issuer any rights which the Administrator may have against any such person arising from the performance of services by such person in connection with any matter contemplated by this Agreement in connection with the Mortgages.
- 4.3.5 Notwithstanding any sub-contract or delegation of the performance of its obligations under this Agreement, the Administrator shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of the obligations of the Administrator under this Agreement and the performance or non-performance or the manner of performance of any sub-contractor or delegate of any of the Services shall not affect the Administrator's obligations under this Agreement.

4.4 Notices etc.

- 4.4.1 In respect of the Mortgages, the Administrator will within 15 days after the Closing Date (or, in the case of any notice referred to in sub-clause 4.4.1(e), within 15 days after entering into the relevant Cap Agreement, Hedge Agreement or other hedging arrangement, or in the case of security created pursuant to the Deed of Charge, within 15 days of the date of such creation) in relation to the Mortgages and ancillary rights and interests assigned or charged by the Issuer in or pursuant to the Deed of Charge:
- (a) (save where the Trustee is already an insured thereunder) give notice in the form of the agreed draft in duplicate to each insurance company which is an insurer under an Insurance Contract (other than those referred to in paragraph 2 of Part A of Schedule 2) of the assignment of the interest of the Issuer therein to the Trustee as trustee for the Secured Parties and take reasonable steps to ensure the noting by such insurance company of the interests of the Trustee as trustee for the Secured Parties on such Insurance Contracts and the return by each relevant insurance company of the duplicate notice of assignment by way of acknowledgement of such assignment;
 - (b) submit for registration at the Companies Registry a duly completed Form 395 (and, where applicable, Form 398) and submit for registration at the Companies Registry of Northern Ireland a duly completed Form 402 and in each case an original executed copy of the

Deed of Charge and any security created pursuant to the Deed of Charge and any other charges created as security for the obligations of the Issuer under, among other things, the Trust Deed, the Notes, this Agreement, the Mortgage Sale Agreement, the Fee Letter, the Services Letter, each Currency Swap Agreement, the Basis Hedge Agreement and the Subordinated Loan Agreement pursuant to Chapter I of Part XII of the Companies Act 1985 or, in Northern Ireland, pursuant to Part XIII of the Companies (Northern Ireland) Order 1986;

- (c) give notice in the form of the agreed draft to the Operating Bank of the assignment of the Transaction Account;
- (d) give notice in the form of the agreed draft to the relevant Collection Account Provider of the Collection Account Declarations of Trust and the relevant Collection Account Provider of the assignment of the rights of the Issuer under the Collection Account Declarations of Trust; and
- (e) give notice in the form of the agreed draft to any Cap Provider or party to a Hedge Agreement or other hedging arrangement of the assignment of the rights of the Issuer under any relevant Cap Agreement or Hedge Agreement or other hedging arrangement and take all reasonable steps to ensure the return by such Cap Provider or other party as aforesaid of the duplicate notice of assignment by way of acknowledgement of such assignment.

4.4.2 Subject to sub-clause 4.4.3 below, prior to the occurrence of any of-

- (a) the valid serving of an Enforcement Notice or a Protection Notice;
- (b) the termination of each of PFPLC's and MTS's role as Administrator under this Agreement;
- (c) the Affected Originator (as defined below) being required by an order of a court of competent jurisdiction, or by a regulatory authority of which the Affected Originator is a member or with whose instructions it is customary for that Affected Originator to comply to take any of such actions as are referred to below;
- (d) any change occurring in the law after the date of this Agreement rendering it necessary by law to take any of such actions as are referred to below;
- (e) the security created under or pursuant to the Deed of Charge or the Scottish Sub-Securities or any material part of such security being in jeopardy in the reasonable opinion of the Trustee and the Trustee deciding to take such action to reduce materially such jeopardy;
- (f) Final Redemption; or
- (g) the Interest Payment Date falling in December 2050,

the Administrator shall not be obliged to and shall not, but thereafter shall forthwith upon demand by the Issuer or the Trustee (i) procure that the Affected Originator shall execute, or failing that, shall itself and as attorney for the Affected Originator execute and deliver Transfers of the Mortgages to the Issuer, (ii) submit for registration at H.M. Land Registry or the Land Registry of Northern Ireland or the Registry of Deeds of Northern Ireland or for registration or recording at the Registers of Scotland (as the case may require) the relevant Transfers and any relevant transfers, assignments, deeds and documents and the necessary notices, forms, requests and applications in respect of the transfers, assignments and the Scottish Sub-Securities and sub-charges referred to in sub-clause 4.4.1 above or otherwise of all the English Mortgages and Northern Irish Mortgages which comprise registered land and, in Northern Ireland, which comprise unregistered land or land which is the subject of an application for first registration and of all the Scottish Mortgages, (in) procure that the Issuer shall execute and deliver subcharges or Scottish Sub-Securities over the Mortgages and related collateral security and (iv) give notice to each relevant Borrower and (where necessary) each guarantor or surety of (1) the transfer of his or its Mortgage (where applicable) to the Issuer and (2) the sub-charge of his or its Mortgage and the benefit of any guarantee or surety relating to such Mortgage by the Issuer to the Trustee as trustee for the Secured Parties, **provided that** if the relevant event referred to in (c), (d) and (e) above relates to only one Originator (the "**Affected Originator**"), this Clause shall only operate in relation to those Mortgages originated by that Affected Originator.

- 4.4.3 The Administrator shall forthwith upon demand by the Trustee procure that the Affected Originator shall execute, or failing that, shall itself as attorney for and on behalf of the Affected Originator, execute Transfers of the Mortgages, submit for registration at H.M. Land Registry or the Land Registry of Northern Ireland or the Registry of Deeds of Northern Ireland or for registration or recording at the Registers of Scotland (as the case may require) the relevant Transfers and any relevant transfers, assignments, deeds and documents and the necessary notices, forms, requests and applications in respect of the transfers, assignments and the sub-charges referred to in sub-clauses 4.4.1 and 4.4.2 above of any of the English Mortgages and Northern Irish Mortgages which comprise registered land and, in Northern Ireland, which comprise unregistered land, or land which is the subject of an application for first registration or of any of the Scottish Mortgages in circumstances where:
- (a) the obligation to make a Mandatory Further Advance to a Borrower under a Mortgage has not been complied with; or
 - (b) a Mandatory Further Advance or Discretionary Further Advance is made in circumstances where the Administrator or the Affected Originator had notice that there had been a breach of the relevant Mortgage Conditions; or
 - (c) it is necessary for the carrying into effect of any of the provisions of this Agreement and/or the enforcement of the security created by any of the Mortgages.

For the avoidance of doubt, save when section 30(3) of the Land Registration Act 1925 (in the case of registered land in England or Wales) or section 94(1)(c) of the Law of Property Act 1925 (the "LPA") (in the case of unregistered land in England or Wales) applies, the Administrator and the Affected Originator or, as the case may be, the Issuer shall take all necessary steps to ensure that no such Mandatory Further Advance is made to a Borrower after receipt of notice by any of them that the relevant Borrower has created a second charge or Standard Security over the Property subject always (in the case of unregistered land in England or Wales) to the provisions of section 94(2) of the LPA, unless such second charge or Standard Security has been expressly postponed to all future Mandatory Further Advances to be made to such Borrower.

For the avoidance of doubt, (in the case of land, whether registered or unregistered, in Northern Ireland), the Administrator and Affected Originator or, as the case may be, the Issuer shall take all necessary steps to ensure that no such Mandatory Further Advance is made to a Borrower after receipt of notice by any of them that the relevant Borrower has created a second mortgage or charge over the Property unless such second mortgage or charge has been expressly postponed to all future Mandatory Further Advances to be made to such Borrower.

- 4.4.4 The Administrator shall within six months of the Closing Date confirm to the Trustee that the notices referred to in sub-clause 4.4.1 have been duly given and the matters referred to in clause 7 of the Mortgage Sale Agreement have been duly dealt with in relation to the sale and purchase of Mortgages on each Purchase Date.
- 4.4.5 Subject to sub-clause 4.4.2, the Administrator shall, at the reasonable request of the Issuer or the Trustee within 14 days of the request give notice in duplicate in a form approved by the Issuer or the Trustee of the interest of the Issuer or the Trustee in any other estate, right or interest comprised in the Mortgage Sale Agreement and/or the Deed of Charge and shall take all reasonable steps to ensure the return by the recipient, to the registered office of the Issuer of the duplicate notice of assignment by way of acknowledgement of such assignments.
- 4.4.6 Without prejudice to the foregoing sub-clauses 4.4.1 to 4.4.5 (inclusive) and subject to applicable Land Registration Rules, the Administrator may at any time submit for registration at H.M. Land Registry or the Land Registry of Northern Ireland or the Registry of Deeds of Northern Ireland or for registration or recording at the Registers of Scotland (as the case may require) the relevant Transfers and any relevant transfers, assignments, deeds and documents and the necessary notices, forms, requests and applications in respect of the transfers, assignments and the sub-charges and Scottish Sub-Securities referred to in sub-clauses 4.4.1(a) and (b) and sub-clause 4.4.2 above but otherwise, unless necessary for the carrying into effect of any of the provisions of this Agreement and/or the enforcement of the security created by any of the Mortgages, shall not be obliged to do so.

4.5 **Approvals and authorisations**

The Administrator shall prepare and submit on behalf of the Issuer all necessary applications and requests for any approval, authorisation, consent or licence required in connection with the business of the Issuer which the Administrator has sought in connection with that part of its own business which is the same as that to be carried on by the Issuer and shall, so far as it reasonably can do so, perform the Services in such a way as not to prejudice the continuation of any such approval, authorisation, consent or licence.

4.6 **Note Redemptions**

The Administrator shall do such acts and things (other than being liable for the payment of principal or interest on any Note) that are required to be done by the Administrator or by the Issuer pursuant to Condition 5.

4.7 **Compliance with Agreements etc.**

The Services shall include procuring (so far as the Administrator having used its reasonable endeavours is able so to do) compliance by the Issuer with all applicable legal requirements and with the terms of the Relevant Documents to which the Issuer is a party, **provided always that** the Administrator shall not be obliged to lend or provide any sum to the Issuer (other than as expressly required by this Agreement or the Services Letter), and that the Administrator shall have no liability whatsoever to the Issuer, the Trustee, the Noteholders or any other person for any failure by the Issuer to make any payment due by it under any of the Relevant Documents unless such failure by the Issuer results from a failure by the Administrator to perform any of its obligations under this Agreement and the Deed of Charge.

4.8 **Notifications**

The Administrator undertakes promptly to notify the Issuer and the Trustee in writing of any matter or thing which becomes known to the Administrator and which is a material breach of any of the representations, warranties and undertakings of the relevant Seller contained in the Mortgage Sale Agreement and in such notice to advance proposals for the approval of the Issuer and the Trustee for remedying such breach (if it is capable of remedy).

4.9 **Investment of Transaction Cash and Hedge Collateral Cash**

4.9.1 The Issuer hereby authorises and directs the Administrator for it and on its behalf and for so long as this Agreement remains in effect to invest, as soon as practicable following receipt thereof, the Transaction Cash, subject to clauses 6, 7 and 8 of the Deed of Charge, and Hedge Collateral Cash, subject to the relevant Hedge Agreement, in accordance with the following provisions:

- (a) the Transaction Cash shall be invested in Authorised Investments only or, in the case of Hedge Collateral Cash, Hedge Collateral Authorised Investments only;
- (b) any costs properly incurred in making and changing investments will be reimbursed to the Administrator by the Issuer in accordance with

Clause 14.1 (and upon such reimbursement shall be debited to the Revenue Ledger);

- (c) any income from, or proceeds of disposal or on maturity of, such Authorised Investments shall be credited to the Transaction Account forthwith on receipt thereof by the Administrator and any income from, or proceeds of disposal or on maturity of, such Hedge Collateral Authorised Investments shall be credited to the relevant Hedge Collateral Cash Account forthwith on receipt thereof (and a corresponding credit made to the appropriate Hedge Collateral Ledger) by the Administrator; and
- (d) the Administrator may, subject to the provisions of this sub-clause 4.9.1, invest the Transaction Cash in such Authorised Investments, and dispose of any Authorised Investments made, in each case in such manner as in its absolute discretion it deems appropriate and, in the case of Hedge Collateral, the Administrator may, subject to the provisions of this sub-clause 4.9.1 and the relevant Hedge Agreement, invest the Hedge Collateral in such Hedge Collateral Authorised Investments, and dispose of any Hedge Collateral Authorised Investments made, in each case in such manner as in its absolute discretion it deems appropriate;

provided however that the first £50,000 in principal amount of the Transaction Cash or Authorised Investments shall comprise cash deposits repayable on demand without premium or penalty and/or investments which are capable of reconversion into cash on demand without premium or penalty and **provided further that** in no circumstances shall the Administrator invest in an Authorised Investment a sum which is greater in amount than the proceeds receivable in accordance with the terms of such Authorised Investment upon maturity of such Authorised Investment but so that nothing herein shall be construed as a guarantee of any Authorised Investment by the Administrator.

- 4.9.2 The Administrator shall make and maintain adequate records of all Authorised Investments acquired and disposed of pursuant to this Clause 4.9.
- 4.9.3 Pursuant to sub-clause 4.9.1, the administration and investment of the Transaction Cash by the Administrator shall be carried out for and on behalf of the Issuer (subject to the charges contained in the Deed of Charge) and each such Authorised Investment shall be taken in the name of the Issuer. In each case where an Authorised Investment comprises the deposit of the Transaction Cash in a deposit account with a third party, the Transaction Cash shall be deposited under instructions that it may not be paid out of such deposit account otherwise than by transferring the Transaction Cash, together with interest accrued thereon, directly to the Transaction Account which instructions may not be altered without the consent of the Issuer and the Trustee (such consent not to be unreasonably withheld).

4.9.4 The Administrator may use the Transaction Cash:

- (a) to ensure that Mandatory Further Advances are made to Borrowers in accordance with sub-clause 9.3.1;
- (b) to make Discretionary Further Advances to Borrowers in accordance with sub-clause 9.2.1; and
- (c) for any other purpose contemplated by, and in accordance with, the Relevant Documents.

The Administrator shall make and maintain adequate records of all use of the Transaction Cash pursuant to this sub-clause 4.9.4.

4.10 Conversion of Mortgages

4.10.1 The relevant Administrator may (but shall not be obliged to) agree or elect to convert a Mortgage from an Interest-only Mortgage into a Repayment Mortgage (but not any other type of Mortgage) or from a Repayment Mortgage into an Interest-only Mortgage or to a combination of an Interest-only Mortgage and Repayment Mortgage (but not any other type of Mortgage) and take steps to effect such conversion. All costs arising in relation to the taking of such steps shall, to the extent not paid by the Borrower, be paid by the relevant Administrator and recovered from the Issuer in accordance with Clause 14.1. If the relevant Administrator receives a request from a Borrower to convert his Interest-only Mortgage into a Repayment Mortgage, or his Repayment Mortgage into an Interest-only Mortgage, or to a combination of an Interest-only Mortgage and Repayment Mortgage, the relevant Administrator shall not consent to such conversion if the effect of such conversion would be to extend the final maturity date of such Mortgage beyond May 2034 except that at any given time there may be Mortgages with an aggregate principal amount outstanding of up to a maximum of £16,000,000 which have a final maturity of later than 31 May 2034 but no later than February 2041 and, subject to the provisions of sub-clause 4.10.2, any conversion may be effected to the extent that it will not cause this limit to be exceeded.

4.10.2 Notwithstanding and without prejudice to the provisions of sub-clause 4.10.1, the relevant Administrator may (but shall not be obliged to) convert a Borrower's Mortgage to any other type (or to any combination of types) of Mortgage (the "**Converted Mortgage**"), **provided that** the following conditions are satisfied with respect to the Converted Mortgages:

- (a) no Enforcement Notice or Protection Notice has been given by the Trustee which remains in effect at the date of the relevant conversion;
- (b) the relevant conversion would not adversely affect the then current ratings of the Notes;
- (c) if, and to the extent that, Mortgages are converted into Mortgages which are Fixed Rate Mortgages or Capped Rate Mortgages, the Issuer

will on or before the date of the relevant conversion (if not to do so would adversely affect any of the ratings then applicable to the Notes) have entered into Caps or other hedging arrangements under the Basis Hedge Agreement or under a Permitted Basis Hedge Agreement for such Converted Mortgages (with (where the rating of the long term or short term debt obligations of the provider of such Cap or other hedging arrangement is not sufficient to maintain the ratings then applicable to the Notes) a Cap Guarantee thereof unless other arrangements are entered into at the time which are sufficient to maintain such ratings) and shall have given notice to the Trustee of the entry into of any such Cap, Basis Hedge Agreement or Permitted Basis Hedge Agreement and shall have given notice to the provider of such Cap or other hedging arrangement and the Cap Guarantor therefor (if any) of the security created over the relevant Cap or other hedging arrangement and the Cap Guarantee therefor and such other notices as the Trustee may reasonably require **provided that** if the provider of such hedging arrangement is not the Basis Hedge Provider it shall be a bank or financial institution which has agreed that it will be bound by the terms of the Deed of Charge;

- (d) on the date of the relevant conversion, there has been no failure by the relevant Seller to repurchase or procure the repurchase of any Mortgage which it is required to repurchase under the terms of the Mortgage Sale Agreement in the event of there being a breach of warranty by that Seller in respect of that Mortgage;
- (e) if the relevant Administrator has reason to believe that any Converted Mortgage may result in a regulated agreement (as defined in the Consumer Credit Act 1974), the applicable provisions of the Consumer Credit Act 1974 relating to regulated agreements will be complied with and the relevant Administrator will not encourage any Borrower to request that his Mortgage be converted (other than as part of its arrears procedures) if such conversion may result in a regulated agreement (defined as aforesaid);
- (f) the Converted Mortgage will be on terms of the appropriate Mortgage Documentation which has not been varied in any material respect;
- (g) no Converted Mortgage will require the Issuer or the relevant Originator to make any further advance to the Borrower other than any part of the initial mortgage advance retained pending completion of construction or refurbishment required to be made to the Borrower in accordance with the relevant Mortgage Conditions;
- (h) no conversion must extend the final maturity date of the relevant Mortgage beyond May 2034, except that at any given time there may be Mortgages with an aggregate principal amount outstanding of up to a maximum of £16,000,000 which have a final maturity of later than May 2034 but no later than February 2041 and, subject to the other provisions of this sub-clause 4.10.2, any conversion may be effected to the extent that it will not cause this limit to be exceeded; and

- (i) on the date of and immediately following Conversion of a Mortgage, the Lending Guidelines in relation to that Converted Mortgage are satisfied so far as applicable, subject to such waivers as might be within the discretion of a reasonably prudent lender.

4.10.3 The relevant Originator, the Issuer and the Trustee will be bound by a conversion. All costs arising in relation to the taking of such steps shall, to the extent not paid by the Borrower, be paid by the Administrator and recovered from the Issuer in accordance with Clause 14.1.

4.11 Obligations relating to Swap Transactions and/or other hedging arrangements

4.11.1 If the aggregate principal amount received from Borrowers in respect of Mortgages which are Fixed Rate Mortgages or Capped Rate Mortgages upon early redemption of such Mortgages (whether in full or in part) during any Collection Period is equal to or greater than £5,000,000, then the Administrator shall, on behalf of the Issuer, exercise the right of the Issuer to terminate in full or in part one or more swap or other hedging transactions entered into by the Issuer with the Basis Hedge Provider and/or any Permitted Basis Hedge Provider with effect from the Interest Payment Date immediately following the end of such Collection Period. The notional amount of swap or hedging transactions to be so terminated and the selection of which swap or hedging transactions will be so terminated will be agreed by the Administrator, the Issuer and the relevant Basis Hedge Provider and/or Permitted Basis Hedge Provider at the relevant time.

4.11.2 The Issuer undertakes that it will not enter into, and the Administrator undertakes that it will not arrange for the Issuer to enter into, any hedging arrangements with any Permitted Basis Hedge Provider unless the terms of the schedule applicable to the ISDA Master Agreement to be entered into with such Permitted Basis Hedge Provider are substantially the same (*mutatis mutandis*) as those of the schedule to the Basis Hedge Agreement.

4.11.3 Each of the Issuer and the Administrator agree that if on any Interest Payment Date the Issuer would not have sufficient funds available to it on such Interest Payment Date under and in accordance with clauses 6, 7 and 8 of the Deed of Charge to pay in full any Hedge Provider Termination Amounts payable to the Basis Hedge Provider or any Permitted Basis Hedge Provider on such Interest Payment Date, the Administrator will on behalf of the Issuer draw down under the Subordinated Loan Agreement an amount or amounts equal to the unpaid portion of such Hedge Provider Termination Amounts which would otherwise not be paid. The Administrator will instruct the Subordinated Lender to advance any such amounts directly to the relevant Basis Hedge Provider or Permitted Basis Hedge Provider and not to pay such amounts to the Transaction Account.

4.12 Liability of Administrator

For the avoidance of doubt, the Administrator shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by the Issuer and/or the Trustee as a result of the performance of the Services by the Administrator save where

such loss, liability, claim, expense or damage is suffered or incurred as a result of any negligence or wilful default of the Administrator or any breach by it of the provisions of this Agreement or any other Relevant Document to which it is a party.

5. MORTGAGE RATE

5.1 Subject to Clauses 5.3, 5.5 and 5.6, each Originator, the Issuer and the Trustee grant the Administrator full right, liberty and authority from time to time, in accordance with the relevant Mortgage Conditions, to determine and set the rate or rates of interest chargeable to Borrowers. Each of the Originators, the Issuer and the Trustee shall be bound by any rate or rates of interest set in accordance with this Agreement.

5.2 The Administrator shall take the steps rendered necessary by the relevant Mortgage Conditions to bring each change in such rate or rates of interest to the attention of the Borrowers in accordance with the Mortgage Conditions and shall take similar steps to bring each such change to the attention of any relevant guarantor. Information regarding any change in the rate or rates of interest chargeable to Borrowers, shall be made available to the Issuer and the Trustee in accordance with sub-clause 15.10.1. All costs arising in relation to a notification of a change in such rate or rates of interest shall be paid by the Administrator and recovered from the Issuer in accordance with Clause 14.

5.3

5.3.1 The Administrator covenants with, and undertakes to, the Issuer and the Trustee that until all the Notes have been redeemed in full and all interest thereon has been paid, it will not either set such rate or rates of interest chargeable to Borrowers in respect of the Mortgages (in accordance with the applicable Mortgage Conditions) or permit them to remain in effect at any time, in each case, at such a level as would result in the weighted average yield on the Mortgages then owned by the Issuer whether or not administered by that Administrator, taking account of all hedging arrangements of the Issuer and income received by the Issuer from the investment of funds standing to the credit of the Transaction Account, calculated in accordance with Schedule 3, being less than the then current Minimum Mortgage Rate, unless, in each case, there is a credit balance in the Shortfall Fund (if any) (after deducting therefrom any prior provisions made pursuant to this Clause 5.3 within the then current Interest Period) at least equal to the shortfall which would arise at that time and a provision against the resulting shortfall is made in the Shortfall Ledger. Where there is more than one Administrator, each Administrator shall liaise with the other Administrator regarding the setting of such rates of interest chargeable to Borrowers in respect of the Mortgages administered by it to ensure compliance with this Clause.

5.3.2 The shortfall referred to in sub-clause 5.3.1 shall be determined in accordance with the provisions of paragraph 3 of Schedule 3.

5.3.3 For the purposes of this Clause 5, Clause 7.14 and Schedule 3:

(a) the rate or rates of interest chargeable to Borrowers in respect of the Mortgages shall be "set" on any day on which any change in the rate or

rates charged to Borrowers becomes effective in accordance with the Mortgage Conditions; and

- (b) the rate or rates of interest chargeable to Borrowers in respect of the Mortgages shall be "permitted to remain in effect" on each Interest Payment Date.

5.4 Any amount standing to the credit of the Shortfall Ledger on any Interest Payment Date, including in respect of which a provision has been made in connection with the setting or permitting to remain in effect of the rate or rates of interest chargeable to Borrowers in respect of the Mortgages in accordance with Clause 5.3 shall be transferred to the Revenue Ledger (by debiting the Shortfall Ledger and crediting the Revenue Ledger with that amount) on such Interest Payment Date.

5.5

5.5.1 The Trustee may, in any of the circumstances described in sub-clause 5.5.2 and without prejudice to the rights of the Trustee under Clause 22.1, terminate the authority of the Administrator under Clause 5.1 to determine and set the rate or rates of interest charged to Borrowers under Clause 5.1 and the authority of the Administrator under Clause 5.7 to calculate and notify the Monthly Payments on Repayment Mortgages and shall itself, or (if applicable) any substitute administrator shall, determine such rate or rates and Monthly Payments from time to time thereafter, **provided that**, unless the Trustee has exercised its rights under Clause 22.1, the Trustee may reinstate such authority at any time and **provided further that**, in the case of the right to set the rate or rates of interest under Clause 5.1, the Trustee or (if applicable) a substitute administrator shall, unless the authority of the Administrator has been reinstated under this sub-clause 5.5.1, set such rate or rates at such a level as would result in the average yield on the Mortgages, taking account of all hedging arrangements of the Issuer and income received by the Issuer from the investment of funds standing to the credit of the Transaction Account, calculated in accordance with Schedule 3, being not less than the then current Minimum Mortgage Rate thereby avoiding the potential shortfalls referred to in Clause 5.3. The Trustee shall give notice of any such termination or reinstatement to the Rating Agencies as soon as practicable thereafter.

5.5.2 The Trustee may terminate the authority of the Administrator to determine and set the rate or rates of interest chargeable to Borrowers in respect of the Mortgages and the authority of the Administrator under Clause 5.7 on the occurrence of any of the following events:

- (a) there has occurred an Event of Default in respect of any of the Notes in accordance with Condition 9 or an event which, in accordance with such Conditions, with the giving of notice and/or lapse of time and/or certification and/or determination would constitute an Event of Default in respect of any of the Notes (as the case may be); or
- (b) there has occurred a Termination Event (as defined in Clause 22.1).

5.6 The Administrator shall promptly submit to the Trustee details of all calculations made for the purpose of assessing compliance with the requirements of Clause 5.3.

5.7 The Administrator shall calculate (and notify to the relevant Borrowers) the Monthly Payments in respect of the Repayment Mortgages, in accordance with the reasonable practices of a prudent mortgage lender and so as to result in all moneys secured by each Repayment Mortgage being fully repaid by its scheduled maturity.

6. **[NOT USED]**

7. **PAYMENTS, ACCOUNTS, LEDGERS**

7.1 **Transaction Account**

The Administrator hereby confirms that the Transaction Account has been established on or before the date hereof and mandates substantially in the agreed forms will apply thereto prior to the Closing Date and that as at the Closing Date the Transaction Account will have a credit balance of not less than £1.00. The Administrator undertakes that at the Closing Date the Transaction Account will be operative and that the Administrator will not knowingly create or permit to subsist any Security Interest in relation to the Transaction Account, other than as created under the Deed of Charge.

7.2 **Ledgers and Reserves**

7.2.1 Without prejudice to Clause 7.23, the Administrator undertakes that it will open and maintain in the books of the Issuer six ledgers, to be known as:

- (a) the Revenue Ledger;
- (b) the Principal Ledger;
- (c) the Pre-Funding Reserve Ledger;
- (d) the First Loss Ledger;
- (e) the Shortfall Ledger (referred to in sub-clause 7.2.3); and
- (f) the Interest Shortfall Ledger,

which shall together reflect all amounts from time to time held by the Issuer or the Trustee, being the aggregate of all amounts which are for the time being either (i) standing to the credit of the Transaction Account or (ii) invested in Authorised Investments; and the Administrator shall record in the Revenue Ledger, the Principal Ledger, the Pre-Funding Reserve Ledger, the First Loss Ledger, the Shortfall Ledger (referred to in sub-clause 7.2.3) and the Interest Shortfall Ledger in accordance with the terms of this Agreement all amounts received by or on behalf of the Issuer or the Trustee and all payments made by or on behalf of the Issuer or the Trustee.

7.2.2 The Administrator shall also open and maintain in the books of the Issuer a further ledger, to be known as the Principal Deficiency Ledger. Where in the case of any Mortgage, after completion of the Enforcement Procedures and after all amounts have been received under any applicable assurance or insurance policies or under any Guarantee, an amount of principal of the

relevant Mortgage remains outstanding the Administrator shall debit such amount of principal to the Principal Deficiency Ledger although if any amount is subsequently recovered in respect of that principal it shall be credited to the Principal Deficiency Ledger to the extent of the relevant debit. An amount equal to any amount debited to the Interest Shortfall Ledger and credited to the Revenue Ledger pursuant to Clause 7.16 or debited to the Principal Ledger pursuant to clause 6.3 of the Deed of Charge shall also be debited to the Principal Deficiency Ledger. Amounts may be credited to the Principal Deficiency Ledger in accordance with clause 6.1.2 of the Deed of Charge and from amounts drawn under the Subordinated Loan Agreement sufficient to restore to zero the Principal Deficiency Ledger. Amounts credited to the Principal Deficiency Ledger in accordance with clause 6.1.2 of the Deed of Charge or from drawings under the Subordinated Loan Agreement and credited to the Principal Ledger shall be deemed to be receipts of principal for the purposes of the definition of Available Redemption Funds. The Administrator shall also credit the Principal Deficiency Ledger on each occasion a Flexible Drawing Capitalised Advance is made in respect of a Flexible Mortgage, by the amount of such Flexible Drawing Capitalised Advance. If during the period immediately following an Interest Payment Date to (but excluding) the next Principal Determination Date there is a credit balance on the Principal Deficiency Ledger and during such period there are funds from time to time standing to the credit of the Principal Ledger which are not expected to be applied in making further advances, the Administrator shall transfer such funds and credit the Revenue Ledger and shall make corresponding debits to the Principal Deficiency Ledger until there is no longer any such credit balance on the Principal Deficiency Ledger.

- 7.2.3 If at any time the Issuer draws down an amount under the Subordinated Loan Agreement in order to establish a Shortfall Fund, the Administrator shall open and maintain in the books of the Issuer a Shortfall Ledger with an initial balance of the amount so drawn down. If the Issuer thereafter draws down further amounts under the Subordinated Loan Agreement to increase or establish the Shortfall Fund, the Administrator shall credit the Shortfall Ledger with each amount so drawn down.

7.3 Direct Debiting Scheme

- 7.3.1 For the purposes of collecting amounts due from Borrowers under the Mortgages in accordance with this Agreement, the Administrator will unless otherwise agreed with the Trustee and the Issuer-
- (a) remain a member of the Direct Debiting Scheme for so long as it acts as Administrator under this Agreement;
 - (b) procure upon the service of an Enforcement Notice (insofar as it is able) that the Issuer is admitted to the Direct Debiting Scheme, that the Issuer will remain a member of the Direct Debiting Scheme or any scheme which replaces the Direct Debiting Scheme during the remaining term of this Agreement and that in connection therewith the Issuer will give an indemnity in such form and to such effect as may be

required from time to time in order that the Issuer is so admitted and may remain a member of such scheme;

- (c) subject to sub-clauses 7.3.2 and 7.3.3, deliver to the relevant Collection Account Provider or BACS in sufficient time for BACS to process collection on each Mortgage Payment Date instructions for the debit of the account of each Borrower in respect of which there is a direct debit mandate with the Monthly Payment due from such Borrower, and for the amount of such Monthly Payment to be credited to the relevant Collection Account, on such Mortgage Payment Date;
- (d) subject to sub-clauses 7.3.2 and 7.3.3, deliver to the relevant Collection Account Provider or BACS instructions for the debit of the account of each Borrower in respect of which there is a direct debit mandate with the Monthly Payment due and owing by such Borrower on the previous Mortgage Payment Date and which on the date of presentation of such instructions has not been received by the relevant Originator,
- (e) subject to sub-clauses 7.3.2 and 7.3.3, deliver to the relevant Collection Account Provider or BACS such other instructions for the debit of the account of each Borrower in respect of which there is a direct debit mandate in accordance with the Direct Debiting Scheme as may be appropriate for the recovery of sums due by such Borrower, and
- (f) comply in all material respects with the requirements from time to time of the Direct Debiting Scheme including "The Originators Guide and Rules to the Direct Debiting Scheme" as amended from time to time.

7.3.2 The Administrator may agree with a Borrower that the Direct Debiting Scheme shall not apply to Monthly Payments to be made by such Borrower, **provided that**, subject to sub-clause 7.3.4:

- (a) alternative payment arrangements are made which are intended to ensure timely payment of Monthly Payments due by the Borrower to ultimately the Issuer; and
- (b) the change in arrangements was made at the instigation of the Borrower or with the approval of the Trustee.

7.3.3 The Administrator may, notwithstanding (a) and (b) of sub-clause 7.3.2, agree procedures for the payment by a Borrower of (a) overdue amounts and (b) amounts payable on redemption of a Mortgage in whole or in part other than through the Direct Debiting Scheme.

7.3.4 Where a Borrower permits a direct debit to be made to his bank account, the Administrator will endeavour to procure that such Borrower maintains a valid and effective mandate relating to such direct debit in relation to each Monthly Payment due by that Borrower, **provided that** in any case where a Borrower will not permit a direct debit to be made to his bank account the Administrator

will endeavour to make alternative arrangements so that such Borrower nevertheless pays each Monthly Payment on the due date.

7.4 Enforcement of Mortgages

7.4.1 The Administrator will, in relation to any default by a Borrower under or in connection with a Mortgage, comply with the Enforcement Procedures or, to the extent that the Enforcement Procedures are not applicable having regard to the nature of the default in question, take such action as would a reasonably prudent lender in respect of such default, **provided that**:

- (a) the Administrator shall only become obliged to comply with the Enforcement Procedures (to the extent applicable) or to take action as aforesaid after it has become aware of the default; and
- (b) it is acknowledged by the Issuer and the Trustee that mortgage lenders generally exercise discretion in pursuing their respective enforcement procedures and that the Administrator may exercise such discretion as would be exercised by a reasonably prudent lender in applying the Enforcement Procedures to any particular defaulting Borrower or taking action as aforesaid or in enforcing any relevant Guarantee but without prejudice to the provisions of Clause 16.

7.4.2 The Administrator may on behalf of the Issuer waive any Prepayment Charge **provided that**, it may only do so if, prior to such waiver, the Subordinated Lender or any Additional Subordinated Lender has advanced such amount to the Issuer pursuant to the Subordinated Loan Agreement, crediting the Revenue Ledger.

7.5 Application of Sums Received

7.5.1

- (a) The Administrator shall procure that all payments (other than in respect of Hedge Collateral) received by it on behalf of the Issuer or the Trustee shall as soon as practicable thereafter be credited to the Transaction Account.
- (b) Notwithstanding the generality of sub-clause 7.5.1(a), the Administrator shall in respect of the Mortgages:
 - (I) procure that all payments by Borrowers to which Clause 7.3 applies and all Cheque Payments are credited directly into the relevant Collection Account;
 - (II) on the Business Day following that on which monies received on behalf of the Issuer or of the Trustee (together in this sub-clause 7.5.1(b), the "**Issuer's Monies**") are credited to the relevant Collection Account or, failing which, as soon as practicable after such Business Day, transfer such Issuer's Monies to result in a credit being made to the Transaction Account; and

- (III) procure that all payments made by the Subordinated Lender or any Additional Subordinated Lender to the Issuer pursuant to the Subordinated Loan Agreement are credited to the Transaction Account.
- (c) The Administrator undertakes that it shall not credit, or procure the credit of, any payments received on behalf of the Issuer or the Trustee to any bank account other than:
- (I) the Transaction Account in accordance with the provisions of sub-clause 7.5.1(a); or
 - (II) the relevant Collection Account and/or the Transaction Account all in accordance with the provisions of sub-clause 7.5.1(b), or
 - (III) any Hedge Collateral Account all in accordance with the provisions of Clause 7.23,
- or permit the same to be paid to any other person.

7.5.2 **Ledger Entries**

The Administrator shall:

- (a) record all amounts received, held or paid out by the Issuer, or the Trustee in respect of the Mortgages and the issues of the Notes in the Revenue Ledger, the Principal Ledger, the Pre-Funding Reserve Ledger, the First Loss Ledger, the Shortfall Ledger and the Interest Shortfall Ledger and all amounts transferred between such Ledgers, in the manner set out below and/or as otherwise set out in this Agreement and the Deed of Charge:
 - (i) all Monthly Payments (except to the extent of any amounts representing principal repaid and (for the avoidance of doubt) Purchased Pre-Closing Accruals and Arrears), other interest received under the Mortgages, all Flexible Mortgage Commitment Fees received under the Flexible Mortgages, all Prepayment Charges and any other redemption fees, charges and penalties and any costs or other amounts received under the Mortgages (including in any such case amounts (other than principal amounts) recovered on enforcement of rights against any Borrower or guarantor or his property or assets (including interest recovered on enforcement of the Borrower's Mortgage or from a guarantor)) shall be credited to the Revenue Ledger;
 - (ii) all repayments of principal under the Mortgages (including amounts representing principal repaid in accordance with the terms of the Repayment Mortgages and principal amounts recovered on enforcement of rights against any Borrower or his property or assets or on sale of the Property with the consent of

the Borrower or under the power of sale contained in the Mortgage or any amount recovered under a Guarantee and, in each case, applied in reduction of principal) and all amounts representing Purchased Pre-Closing Accruals and Amounts shall be credited to the Principal Ledger;

- (iii) all borrowings under the Subordinated Loan Agreement made:
 - (A) for the purpose of making Mandatory Further Advances or Discretionary Further Advances shall be credited to the Principal Ledger; and
 - (B) for the purpose of reducing the Principal Deficiency Ledger to zero shall be credited to the Principal Ledger;
- (iv) all payments of UCD Amounts made by the Subordinated Lender or any Additional Subordinated Lender to the Issuer pursuant to the Subordinated Loan Agreement shall be credited to the Principal Ledger,
- (v) all payments of Waived Prepayment Charge Amounts made by the Subordinated Lender or any Additional Subordinated Lender to the Issuer pursuant to the Subordinated Loan Agreement shall be credited to the Revenue Ledger,
- (vi) all Mandatory Further Advances and Discretionary Further Advances to Borrowers made from the Transaction Account shall be debited from the Principal Ledger;
- (vii) all payments set out in sub-paragraph (b)(i), (iii) and (iv) of the definition of Available Redemption Funds shall be debited from the Principal Ledger;
- (viii) if any amount is paid by a Seller to the Issuer pursuant to clause 8 of the Mortgage Sale Agreement, such portion thereof as corresponds to the principal amount of a Mortgage shall be credited to the Principal Ledger and the balance (if any) shall be credited to the Revenue Ledger,
- (ix) any borrowing for the purpose of establishing or increasing the First Loss Fund (including any amounts drawn down under the Subordinated Loan Agreement to replenish the First Loss Fund to the Required Amount) shall be credited to the First Loss Ledger;
- (x) on the Closing Date an amount equal to the amount by which the sum of:
 - (A) the GBP Equivalent aggregate principal amount of the Notes on issue; and

- (B) the amount drawn down on the Closing Date by the Issuer under the Subordinated Loan Agreement,
- exceeds the aggregate of:
- (C) the amount paid to acquire the Mortgages acquired by the Issuer on the Closing Date and any related collateral security;
 - (D) the amount applied to establish the First Loss Fund on the Closing Date; and
 - (E) the Non-Verified Mortgage Amount, shall be credited to the Principal Ledger,
- (xi) all amounts debited from the Pre-Funding Reserve Ledger up to and including the first Principal Determination Date shall be credited to the Principal Ledger,
 - (xii) on the Closing Date an amount equal to the Non-Verified Mortgage Amount shall be credited to the Pre-Funding Reserve Ledger,
 - (xiii) all payments required to be made by the Administrator on behalf of the Issuer pursuant to Clause 11 (other than any UCD Amounts) shall be debited from the Pre-Funding Reserve Ledger and:
 - (A) for the purpose of making Non-Verified Payments shall be credited to the Principal Ledger and all Non-Verified Payments made to PML from the Transaction Account, pursuant to Clause 11 shall be debited from the Principal Ledger; and
 - (B) in accordance with the definition of Available Redemption Funds, on the first Principal Determination Date any remaining amount credited to the Pre-Funding Reserve Ledger (after taking into account any debits to be made from such ledger on such date) shall be debited from such ledger and credited to the Principal Ledger,
 - (xiv) all payments required to be made to the Administrator under Clause 14.1 shall be debited to the Revenue Ledger and all insurance commissions received by the Issuer shall be credited to the Revenue Ledger,
 - (xv) all net receipts under any hedging arrangements, including under any Cap Agreements, any Cap Guarantee and any Hedge Agreement shall be credited to the Revenue Ledger,
 - (xvi) if any amount is received by or on behalf of the Issuer pursuant to any of the Insurance Contracts, such portion thereof as

corresponds to the amounts (other than principal) then due and payable under the relevant Mortgage shall be credited to the Revenue Ledger and the balance (if any) shall be credited to the Principal Ledger,

- (xvii) where the proceeds of disposal or on maturity of any Authorised Investment invested by the Issuer exceed the original cost of such Authorised Investment, the amount of such excess shall be credited to the Revenue Ledger and any income on any Authorised Investment (including interest earned on the Transaction Account) shall also be credited to the Revenue Ledger;
- (xviii) any other amounts whatsoever received by or on behalf of the Issuer or the Trustee shall be credited, if clearly attributable to the principal amount of any Mortgage or an exchange of principal under any Currency Swap Agreement, to the Principal Ledger and, otherwise, to the Revenue Ledger;
- (xix) all amounts to be credited to the First Loss Ledger in accordance with clause 6.1.2 of the Deed of Charge shall be credited to such ledger and debited to the Revenue Ledger and all amounts released from the First Loss Fund in accordance with clause 6.4 of the Deed of Charge shall be debited to the First Loss Ledger; and
- (xx) all borrowings under the Subordinated Loan Agreement made for the purpose of purchasing Caps (and any related Cap Guarantees) or other hedging arrangements entered into in connection with Converted Mortgages or otherwise (other than as referred to in paragraphs (iii), (iv), (ix) and (x) above and other than borrowings for the purpose of establishing or maintaining any Shortfall Fund which shall be credited to the Shortfall Ledger or for the purpose of paying any Hedge Provider Termination Amount) shall be credited to the Revenue Ledger and payments to purchase Caps and/or related Cap Guarantees or other hedging arrangements entered into in connection with Converted Mortgages shall be debited to the Revenue Ledger.

7.5.3 If the Administrator is at any time in any doubt as to which ledger a particular amount should be credited, it shall consult the Trustee.

7.5.4 The Administrator shall also record all amounts debited to the Transaction Account and/or debited or credited to any of the ledgers in accordance with the terms of this Agreement and/or the Deed of Charge.

7.5.5 If at any time an Originator has a second mortgage, charge or Standard Security over any Property in the manner envisaged by sub-clause 9.1.2, each Originator agrees that it will take no action to encourage the relevant Borrower to make payments in respect of the second mortgage, charge or Standard

Security in preference to the relevant Mortgage and if at any time an Originator receives moneys from a Borrower and it is unsure as to whether such moneys have been paid in respect of the Mortgage or a relevant second mortgage, charge or Standard Security, it will promptly pay such amount into the Transaction Account,

provided however that this sub-clause 7.5.5 shall have effect only to the extent that it does not constitute or create and is not deemed to constitute or create any mortgage, Standard Security, charge or other security interest of any kind.

7.6 Rating and the Transaction Account and the Collection Accounts

7.6.1 The Transaction Account shall at all times be maintained with a bank (a) the long term unsecured and unguaranteed debt of which is rated AAA by Fitch, Aaa by Moody's and AAA by S&P or whose short-term debt is rated at least F1 by Fitch, at least P-1 by Moody's and at least A-1 by S&P or (b) such that the then current ratings of the Class A Notes or, if there are no Class A Notes outstanding, the Class B Notes would not be adversely affected and shall not be changed without the prior consent of the Trustee. If such criteria are no longer satisfied in relation to the Operating Bank, the Administrator will give notice thereof to the Rating Agencies and the Trustee and will, within 30 days of such downgrade or such longer period as the Trustee and the Rating Agencies may agree, procure the transfer of the Transaction Account to another clearing bank, approved in writing by the Trustee (such approval not to be unreasonably withheld or delayed) in respect of which such criteria are satisfied (and of which the Administrator shall give notice to the Rating Agencies). If at the time when a transfer of the Transaction Account would otherwise have to be made hereunder there is no other clearing bank which meets such criteria and if the Trustee and the Rating Agencies so agree, the Transaction Account need not be transferred until such time as there is a bank which meets such criteria, whereupon such transfer will be made to another bank meeting such criteria within 30 days of identification of such a bank or such longer period as the Trustee may agree (and of which the Administrator shall give notice to the Rating Agencies). Upon the transfer of the Transaction Account to another bank the Administrator will procure that (i) the new account is charged to the Trustee in the same manner as the Transaction Account is charged to the Trustee pursuant to the Deed of Charge and the bank shall be requested to acknowledge receipt of notice of such charge; (ii) the provisions of this Clause 7 shall apply to such bank account; (hi) the provisions of the Deed of Charge and this Agreement relating to payments from the Transaction Account shall apply to such new bank account; and (iv) the arrangements for operation of such bank account shall be the same as in relation to the Transaction Account, all to the satisfaction of the Trustee.

7.6.2 Each of PML, MTS and the Administrator agree that the Collection Accounts shall at all times be maintained with a bank (a) whose short-term debt is rated at least F1 by Fitch, at least P-1 by Moody's and at least A-1 by S&P or (b) such that the then current ratings of the Class A Notes or, if there are no Class A Notes outstanding, the Class B Notes would not be adversely affected and shall not be changed without the prior consent of the Trustee. If such criteria

are no longer satisfied in relation to the bank with which the relevant Collection Account is maintained, the Administrator will give notice thereof to the Rating Agencies and the Trustee and the Administrator and PML and/or MTS (as applicable) will use their reasonable endeavours to procure that, within 30 days of such occurrence or such longer period as the Trustee and the Rating Agencies may agree (a) all direct debit payments which would otherwise be made by borrowers under the Mortgages and all other moneys which would otherwise be paid in respect of the Mortgages purchased by the Issuer (including cheque payments, redemption moneys and moneys recovered on the sale of Properties following enforcement of any Mortgage) are made or paid into a Collection Account with another bank which does satisfy such criteria and (b) PML and/or MTS (as applicable) executes a declaration of trust in the same terms, *mutatis mutandis*, as the Collection Account Declarations of Trust in respect of such new Collection Account.

7.7 Withdrawals

The Administrator may, from time to time, make withdrawals on behalf of the Issuer from the Transaction Account as permitted by this Agreement or the Deed of Charge, but not otherwise.

7.8 Records

The Administrator shall keep and maintain records, on a Mortgage by Mortgage basis, for the purposes of identifying amounts paid by each Borrower, any amount due by a Borrower and the balance from time to time outstanding on a Borrower's account. The Administrator will provide such information to the Trustee or to its order at any time upon request, subject to the provisions of the Data Protection Acts 1984 and 1998 or other applicable legislation current from time to time. The Administrator shall also keep and maintain records on the VAT Account and each Collection Account.

7.9 Trust

7.9.1 If the Administrator receives (including in its capacity as agent for the Issuer or the Trustee) any money whatsoever arising from the Mortgages or any collateral security therefor or any contract of insurance, which money belongs to the Issuer or the Trustee or is to be paid to the Issuer or the Trustee or into the Transaction Account pursuant to this Agreement, the Mortgage Sale Agreement or otherwise, it will hold such money on trust for the Issuer or the Trustee, as the case may be, and shall keep such money separate from all other money belonging to the Administrator and shall forthwith upon receipt thereof pay the same in accordance with sub-clause 7.5.1 into the Transaction Account.

7.10 [Not used].

7.11 First Loss Ledger

7.11.1 On the Closing Date a sum equal to the Required Amount on the Closing Date shall be drawn down under the Subordinated Loan Agreement and credited to the First Loss Ledger.

7.11.2 On each Interest Payment Date there shall be transferred to the First Loss Fund (crediting the First Loss Ledger), in accordance with the Deed of Charge, from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to any payments of the kind described in paragraphs (a) and (e) of clause 6.1.1 of the Deed of Charge which have been debited to the First Loss Ledger during the Interest Period in question and (if relevant) in respect of which the First Loss Fund has not been replenished on an earlier Mortgage Payment Date during the Interest Period in question in accordance with the provisions of sub-clause 7.11.3, **provided that** the amount of the First Loss Fund shall not, on any Interest Payment Date, exceed the Required Amount applicable on that Interest Payment Date.

7.11.3 On each Mortgage Payment Date (other than an Interest Payment Date) there shall be transferred to the First Loss Fund (crediting the First Loss Ledger) from amounts standing to the credit of the Revenue Ledger on that date (debiting the Revenue Ledger) an amount equal to the lesser of (i) any payments of the kind described in paragraphs (a) and (e) of clause 6.1.1 of the Deed of Charge which have been debited to the First Loss Ledger since the immediately preceding Mortgage Payment Date and (ii) the amount which would result in the First Loss Fund being equal to the Required Amount applicable on the immediately preceding Interest Payment Date.

7.12 If on any Interest Payment Date a payment or provision of the kind described in paragraphs (a) to (g) (inclusive) of clause 6.1.2 of the Deed of Charge is to be made resulting in a debit to the Revenue Ledger and there are insufficient funds standing to the credit of the Revenue Ledger for that purpose having taken account of any amounts which may be transferred from the Shortfall Fund on such Interest Payment Date pursuant to Clause 5.4, then an amount equal to the deficiency or, if less, an amount equal to the First Loss Fund shall on that date be transferred to the Revenue Ledger (crediting the Revenue Ledger and debiting the First Loss Ledger) from the First Loss Fund, **provided that** to the extent that the priority of payments of interest due on the Class B Notes is postponed in accordance with clause 6.1.5 of the Deed of Charge, then this Clause 7.12 shall be read as if the first reference in this Clause 7.12 to "paragraphs (a) to (g) (inclusive)" of clause 6.1.2 of the Deed of Charge was a reference to "paragraphs (a) to (c) (inclusive) and paragraph (g)" of such Clause with the intent that paragraph (g) refers to the Principal Deficiency Ledger.

7.13 Amounts may be credited and debited to the First Loss Ledger in accordance with clause 6.1.2 and clause 6.4 of the Deed of Charge.

Shortfall Ledger

- 7.14 The Shortfall Ledger shall be opened and maintained in accordance with sub-clause 7.2.3, and shall be operated in accordance with Clauses 5.3 and 5.4.

Interest Shortfall Ledger

- 7.15 On any Principal Determination Date while any Class A Note remains outstanding, an amount equal to the Potential Interest Shortfall Amount shall be debited to the Principal Ledger and credited to the Interest Shortfall Ledger.
- 7.16 If on any Interest Payment Date there are insufficient funds standing to the credit of the Revenue Ledger (after making any transfer on such Interest Payment Date referred to in Clause 5.4) and the First Loss Ledger to pay amounts payable on that Interest Payment Date under paragraphs (a), (b) and (c) and the amounts referred to in paragraph (f) of clause 6.1.2 of the Deed of Charge (on the assumption that the amounts referred to in paragraph (f) of clause 6.1.2 of the Deed of Charge ranked immediately prior to the item referred to in paragraph (d) of such clause), the lesser of the shortfall and the balance standing to the credit of the Interest Shortfall Ledger will be transferred from the Interest Shortfall Ledger to the Revenue Ledger and debited to the Principal Deficiency Ledger in accordance with sub-clause 7.2.2. Any credit balance on the Interest Shortfall Ledger after an Interest Payment Date will be transferred and credited to the Principal Ledger.

Value Added Tax

- 7.17 In the event of H.M. Customs & Excise making a demand upon the Issuer to meet the VAT liability of the Paragon VAT Group, the Administrator shall on behalf of the Issuer and pursuant to clause 6.5 of the Deed of Charge give notice to PFPLC, as party to the VAT Declaration of Trust, and to Citicorp Trustee Company Limited (as successor to Morgan Guaranty Trust Company of New York (as it then was)) in its capacity as trustee under the VAT Declaration of Trust, (with a copy to the Trustee) of such VAT liability having arisen and provide evidence reasonably satisfactory to Citicorp Trustee Company Limited as trustee under the VAT Declaration of Trust, (with a copy to PFPLC), that such demand has been made and shall provide directions to PFPLC as to payment to satisfy such demand. The Administrator shall procure that Citicorp Trustee Company Limited, gives notice, pursuant to the provisions of the VAT Declaration of Trust, to the Operating Bank specifying that a withdrawal is to be permitted from the VAT Account to meet such demand and provides the Operating Bank with instructions as to payment.
- 7.18 If any Degrouping Event (as defined in the VAT Declaration of Trust) has occurred and Citicorp Trustee Company Limited (as trustee thereunder) has served a notice pursuant to clause 9(A) of the VAT Declaration of Trust on the Administrator (as defined therein) requiring it to procure that an application is made pursuant to section 43 of the Value Added Tax Act 1994 (as amended) for the Issuer to cease to be a member of the Paragon VAT Group, the Administrator agrees that it shall assist in the making of the necessary application to H.M. Customs & Excise.

Purchased Pre-Closing Accruals and Arrears

- 7.19 The relevant Seller shall notify to:
- 7.19.1 the Trustee and the Issuer on each Purchase Date the total aggregate amount of the Retained Pre-Closing Accruals and Arrears to be retained by that Seller on such Purchase Date; and
 - 7.19.2 the Trustee and the Issuer on each Purchase Date the total aggregate amount of the Purchased Pre-Closing Accruals and Arrears to be purchased by the Issuer on such Purchase Date,

- 7.20 The Administrator shall, in accordance with sub-clause 15.10.1, notify:

- 7.20.1 the Trustee and the Issuer of the aggregate amount that in accordance with Clause 7.22 has been received by the Issuer in respect of the Retained Pre-Closing Accruals and Arrears; and
- 7.20.2 the Issuer of the aggregate amount that in accordance with Clause 7.22 has been received by the Issuer in respect of the Purchased Pre-Closing Accruals and Arrears,

all such notifications shall be binding and conclusive evidence of such Retained Pre-Closing Accruals and Arrears (and any receipt thereof) and of such Purchased Pre-Closing Accruals and Arrears (and any receipt thereof) and the Trustee and the Issuer shall be entitled to rely on the same.

- 7.21 Each Seller shall be entitled to be paid, and the Administrator shall pay to the relevant Seller, Retained Pre-Closing Accruals and Arrears forthwith upon receipt of monies by the Issuer under each Mortgage or its related security where such Retained Pre-Closing Accruals and Arrears are owed under that Mortgage.

- 7.22 For the purpose of determining whether any monies received:

- 7.22.1 by the Issuer are in respect of Retained Pre-Closing Accruals and Arrears; or
- 7.22.2 by the Issuer are in respect of Purchased Pre-Closing Accruals and Arrears,

monies (whether arising from payments received under a Mortgage or its related collateral security or pursuant to a claim under the buildings insurance policy, or from the sale of a Mortgage or the enforcement or calling up of the security thereof) will, for the purposes of the Relevant Documents and in particular for the purpose of determining amounts due to the relevant Seller under the Mortgage Sale Agreement, be deemed to be applied in or towards satisfying:

- 7.22.3 *first*, Retained Pre-Closing Accruals and Arrears and Purchased Pre-Closing Accruals and Arrears in respect of such Mortgage;
- 7.22.4 *secondly*, interest accrued and unpaid in respect of such Mortgage (other than Retained Pre-Closing Accruals and Arrears and Purchased Pre-Closing Accruals and Arrears);

7.22.5 *thirdly*, any fees, costs or expenses in respect of such Mortgages (other than Retained Pre-Closing Accruals and Arrears and Purchased Pre-Closing Accruals and Arrears); and

7.22.6 *fourthly*, the principal amount outstanding under such Mortgage.

Monies received under any Mortgage shall not be applied to satisfy amounts (including Retained Pre-Closing Accruals and Arrears and Purchased Pre-Closing Accruals and Arrears) on any other Mortgage.

7.23 Hedge Collateral

7.23.1 In the event that pursuant to the terms of a Hedge Agreement a Hedge Provider pays or transfers Hedge Collateral to the Issuer, the Administrator shall:

- (a) create the Hedge Collateral Ledger, with such sub-ledgers as the Administrator considers appropriate, in the books of the Issuer if not already created so as to record the amount and type of such Hedge Collateral and identify the relevant Hedge Agreement in respect of which it has been posted;
- (b) upon receipt of such Hedge Collateral, credit it to and record the relevant details in the Hedge Collateral Ledger;
- (c) to the extent that such Hedge Collateral is in the form of cash, pay it into the relevant Hedge Collateral Cash Account; and
- (d) to the extent that such Hedge Collateral is in the form of securities, arrange for it to be credited to the relevant Hedge Collateral Securities Account.

7.23.2 If and when the terms of the relevant Hedge Agreement permit such Hedge Collateral to be applied in or towards satisfaction of the Hedge Provider's obligations under the relevant Hedge Agreement, and in the event that such Hedge Collateral is to be so applied, the Administrator shall:

- (a) where the relevant Hedge Collateral is in the form of cash, transfer the relevant amount of cash from the relevant Hedge Collateral Cash Account to the relevant Transaction Account; and/or
- (b) where the relevant Hedge Collateral is in the form of securities, realise the Hedge Collateral and pay the amount of the net proceeds into the relevant Transaction Account,

and, in each case, make the appropriate debits and credits to the Hedge Collateral Ledger, apply such amount as if it had been paid to the Issuer by the Hedge Provider under the relevant Hedge Agreement and make appropriate credits to the Principal Ledger (in so far as such amount relates to principal) and to the Revenue Ledger (for the remainder of such amount).

7.23.3 To the extent that pursuant to the terms of the relevant Hedge Agreement Hedge Collateral is to be transferred or paid to the Hedge Provider, the Administrator shall:

- (a) where the relevant Hedge Collateral is in the form of cash, pay the relevant amount of cash out of the relevant Hedge Collateral Cash Account to the Hedge Provider; and/or
- (b) where the relevant Hedge Collateral is in the form of securities, transfer and deliver the relevant Hedge Collateral to the Hedge Provider,

and, in each case, debit the Hedge Collateral Ledger as appropriate.

7.23.4 Where:

- (a) Hedge Collateral is to be applied in satisfaction of the Hedge Provider's obligations under the relevant Hedge Agreement; and
- (b) such Hedge Collateral or the proceeds of such Hedge Collateral are in a different currency to the currency (the "**Required Hedge Collateral Currency**") in which such obligations of the Hedge Provider are payable,

then, the Administrator shall arrange for such Hedge Collateral to be converted (by such person as the Administrator may reasonably select) at the prevailing spot rate of exchange into the Required Hedge Collateral Currency.

7.23.5 The Administrator may open and operate Hedge Collateral Accounts as it considers appropriate and shall deal with Hedge Collateral in accordance with each Hedge Agreement relating to such Hedge Collateral.

7.23.6 The Administrator and Issuer may enter into such Hedge Collateral Ancillary Documents as the Administrator and Issuer consider appropriate from time to time for the purposes of dealing with Hedge Collateral in accordance with each Hedge Agreement relating to such Hedge Collateral.

7.23.7 The terms of this Clause 7.23 shall prevail if and to the extent that they are inconsistent with the other paragraphs of this Administration Agreement and the Deed of Charge.

7.24 **Spot Rate Conversions**

In the event that any payment is to be made by or on behalf of the Issuer under any Relevant Document and the relevant funds of the Issuer do not comprise a sufficient amount in the relevant currency in which such payment is to be made, the Administrator shall arrange for any remaining amounts comprised the relevant available funds, as applicable, to be converted (by such person as the Administrator may reasonably select) into such currency at the then prevailing spot rate of exchange as may be required in order to be applied in or towards such payment.

8. **NO LIABILITY**

8.1 The Administrator shall have no liability for any obligation of a Borrower under any Mortgage or any collateral security and nothing herein shall constitute a guarantee, or similar obligation, by the Administrator of any Mortgage, Guarantee or any Borrower.

8.2 The Administrator shall have no liability for the obligations of the Issuer or the Trustee under any of the Relevant Documents or otherwise and nothing herein shall constitute a guarantee, or similar obligation, by the Administrator in respect of any thereof.

9. **ORIGINATOR FURTHER ADVANCES, DISCRETIONARY FURTHER ADVANCES AND MANDATORY FURTHER ADVANCES**

9.1 **Further Advances**

9.1.1 If a Borrower seeks a further advance (other than a Flexible Drawing Capitalised Advance), the Administrator shall promptly (and in any event within three Business Days of the receipt of such request) notify the Issuer and the relevant Originator of such request and provide them with all details of such request which are available to it.

9.1.2 If, pursuant to sub-clause 9.1.1, the Administrator on behalf of the Issuer (or, in the case of a further advance relative to a Scottish Mortgage, on behalf of and as agent for the relevant Originator, in its capacity as trustee for the Issuer under the relevant Scottish Declaration of Trust) is not willing, or is unable, to make such further advance as a Discretionary Further Advance but the relevant Originator decides that it wishes to make a further advance to that Borrower (although it is not obliged to do so), that Originator may by notice to the Issuer and the Trustee (with a copy to the Administrator) only make the further advance to the Borrower on the basis that the advance will be secured by a second mortgage or charge of or Standard Security over the Property in question in favour of the relevant Originator ranking after the Mortgage in point of priority.

9.1.3 If an Originator makes a further advance on the security of a second mortgage, charge or Standard Security over the relevant Property, the Trustee and the Issuer in accordance with their respective estates and interests shall be deemed to consent to the creation of any such second mortgage, charge or Standard Security made in accordance with paragraphs (a), (b) and (c) below pursuant to the Mortgage Conditions and the Trustee and the Issuer (and in the case of paragraph (c) below, the relevant Originator) shall at the expense of that Originator:

- (a) within 7 days of receipt from the relevant Originator of notice that it intends to make a further advance, execute and deliver or instruct and authorise the Administrator to execute and deliver to that Originator a letter of consent in such form as that Originator shall require;
- (b) promptly give, or authorise the Administrator to give, the relevant Originator access to the Mortgage Deeds or copies thereof to enable

that Originator to make any investigations which it requires prior to making the further advance; and

- (c) promptly execute all documents and do all things reasonably considered necessary or desirable to facilitate the creation of such second mortgage, charge or Standard Security and to postpone all rights of the relevant Originator thereunder to those present and future rights of the Issuer and the Trustee in the Mortgage including, for the avoidance of doubt, future Mandatory Further Advances and Discretionary Further Advances.

9.2 Discretionary Further Advances

9.2.1 Subject to 9.3.3(b) below, if the Administrator, pursuant to sub-clause 9.1.1, on behalf of the Issuer (or, in the case of a further advance relative to a Scottish Mortgage, on behalf of and as agent for the relevant Originator, in its capacity as trustee for the Issuer under the relevant Scottish Declaration of Trust) decides to make the further advance requested by the Borrower it may only make such Discretionary Further Advance to the Borrower on the basis that the advance will be secured on the relevant Property and if the following conditions are satisfied:

- (a) upon the making of any such Discretionary Further Advance, the Lending Guidelines will be satisfied so far as applicable subject to such waivers as might be within the discretion of a reasonably prudent lender,
- (b) to the extent that the Administrator on behalf of the Issuer has reason to believe that any such Discretionary Further Advance to be made to a Borrower may result in a regulated agreement (as defined in the Consumer Credit Act 1974), the applicable provisions of the Consumer Credit Act 1974 relating to regulated agreements will be complied with;
- (c) in the period between a Principal Determination Date and an Interest Payment Date no such Discretionary Further Advance may be made out of funds notified by the Administrator on behalf of the Issuer to the Trustee as being available to redeem Notes on that Interest Payment Date pursuant to Condition 5(a);
- (d) prior to making the Discretionary Further Advance the Administrator shall ask the Borrower to confirm that no second charge or Standard Security has been created over the relevant Property; if the Administrator has received notice (actual or constructive) that the relevant Borrower has created a second charge or Standard Security over the relevant Property, the Administrator shall ensure that such Discretionary Further Advance is not made to such Borrower unless such second charge or Standard Security has been expressly postponed to the charge or Standard Security securing such Discretionary Further Advance or unless the second charge or Standard Security is to be, and is, redeemed out of the proceeds of the Discretionary Further Advance simultaneously with the making of the Discretionary Further Advance;

- (e) the Discretionary Further Advance must not result in Clause 9.6 being contravened;
- (f) no Discretionary Further Advance (other than by way of capitalisation of interest unless that would amount to a further advance under the terms of the relevant Mortgage) may be made to a Borrower whose obligations are guaranteed by another person without the prior written consent of that person;
- (g) no Discretionary Further Advance may be made to the Borrower if as a result the principal amount secured by (i) the relevant Investment Home Mortgage (excluding insurance premia and fees) when added to any Mandatory Further Advances which may fall to be made would exceed 85 per cent. of the most recent valuation of the relevant Property, and (ii) the relevant Owner Occupied Mortgage (including insurance premia and fees) when added to any Mandatory Further Advances which may fall to be made would exceed 105 per cent. of the most recent valuation of the relevant Property, and for this purpose "**principal amount secured**" in the case of a Mortgage which is a second or subsequent mortgage, charge or Standard Security includes the principal amount outstanding (and any Mandatory Further Advances which may fall to be made in respect thereof) under any Mortgage secured on the relevant Property having priority to it; and
- (h) the Administrator may not agree to make any Discretionary Further Advance unless the Administrator is satisfied that the Issuer has funds available for this purpose in the Principal Ledger to do so or the Subordinated Lender has agreed to advance sufficient funds to the Issuer pursuant to the Subordinated Loan Agreement.

9.2.2 If the Administrator decides to make a Discretionary Further Advance pursuant to and in accordance with sub-clause 9.2.1, it shall:

- (a) execute and deliver on behalf of the Issuer a letter of consent to the Borrower and promptly execute all documents and do all things reasonably considered necessary or desirable to facilitate the making of the Discretionary Further Advance; and
- (b) in relation to a Discretionary Further Advance made to a Borrower where a second charge or Standard Security has been expressly postponed to such Discretionary Further Advance in accordance with sub-clause 9.2.1(d):
 - (i) where title to the Property in relation to the relevant Mortgage (being Property located in England or Wales) is registered at H.M. Land Registry, make an application for registration of the deed by which such second charge has been expressly postponed to such Discretionary Further Advance to H.M. Land Registry and use its reasonable efforts to procure that such deed is registered;

- (ii) where the title to the Property in relation to the relevant Mortgage (being Property located in England or Wales) is unregistered, endorse a note of such deed of postponement on the relevant Mortgage and keep the deed of postponement with the Mortgage Deeds; and
 - (iii) where the Property in relation to the relevant Mortgage is located in Scotland, make an application for registration or recording of the deed by which such second Standard Security has been expressly postponed to such Discretionary Further Advance to the Registers of Scotland and use its reasonable efforts to procure that such deed is registered or recorded (as the case may require).
- (c) where title to the Property in relation to the relevant Mortgage (being Property located in England or Wales or Northern Ireland) is registered at H.M. Land Registry or the Land Registry of Northern Ireland (as applicable), make an application for registration of the deed by which such second charge has been expressly postponed to such Discretionary Further Advance to H.M. Land Registry or the Land Registry of Northern Ireland (as applicable) and use its reasonable efforts to procure that such deed is registered;
- (d) where the title to the Property in relation to the relevant Mortgage (being Property located in England or Wales) is unregistered, endorse a note of such deed of postponement on the relevant Mortgage and keep the deed of postponement with the Mortgage Deeds;
- (e) where the Property in relation to the relevant Mortgage is located in Scotland, make an application for registration or recording of the deed by which such second Standard Security has been expressly postponed to such Discretionary Further Advance to the Registers of Scotland and use its reasonable efforts to procure that such deed is registered or recorded (as the case may require); and
- (f) where the Property in relation to the relevant Mortgage (being Property located in Northern Ireland) consists of unregistered land, to make an application for registration of the deed by which such second mortgage has been expressly postponed to such Discretionary Further Advance to the Registry of Deeds in Northern Ireland and to use its reasonable efforts to procure that such deed is registered.

9.2.3 In addition to any Discretionary Further Advances made by the Issuer pursuant to sub-clauses 9.2.1 and 9.2.2 above, the Administrator on behalf of the Issuer may make a Discretionary Further Advance to a Borrower as part of its arrears and defaults policy by capitalising, in relation to any particular Borrower, any sums due and payable under the Mortgage **provided that** in doing so it is exercising such discretion as would be exercised by a reasonably prudent lender.

- 9.2.4 No Discretionary Further Advance shall be made pursuant to sub-clause 9.2.1 or 9.2.3 if the effect thereof would be to extend the final maturity date of the relevant Mortgage beyond May 2034, except that at any given time there may be Mortgages with an aggregate principal amount outstanding of up to a maximum of £16,000,000 which have a final maturity of later than May 2034 but no later than February 2041 and, subject to the provisions of sub-clause 9.2.1 and Clause 9.6, any Discretionary Further Advance may be made if it will not cause this limit to be exceeded.
- 9.2.5 Discretionary Further Advances will be advanced in the same manner as Mandatory Further Advances and accordingly sub-clauses 9.3.1, 9.3.2 and 9.3.3 (so far as is applicable) shall apply to Discretionary Further Advances as it applies to Mandatory Further Advances, *mutatis mutandis*.

9.3 Mandatory Further Advances

- 9.3.1 If a Mandatory Further Advance is to be made to a Borrower and if the Mortgage pursuant to which such Mandatory Further Advance is to be made is secured on Property which comprises registered land in England or Wales or Northern Ireland or which comprises land in England or Wales or Northern Ireland which is the subject of an application for first registration or which comprises unregistered land in Northern Ireland or which comprises land in Scotland, each Originator agrees to make such Mandatory Further Advance in accordance with the relevant Mortgage Conditions **provided that**, subject to the provisions of Clause 9.4, if at any time the Issuer has become the registered proprietor, registered owner or heritable creditor of such Mortgage (or, in the case of unregistered land in England and Wales, if at any time the unregistered land Transfer has taken effect) the relevant Originator will make such Mandatory Further Advance as agent for the Issuer and as the creditor (in relation to the Borrower) for the purposes of the Consumer Credit Act 1974.
- 9.3.2 The Issuer hereby agrees that, in all cases where the relevant Originator makes a Mandatory Further Advance, but subject always to Clause 9.4, the funds for the making of each such Mandatory Further Advance will be made available by it to that Originator or to its order in the manner specified in sub-clause 9.3.3.
- 9.3.3 The funds for the making of any Mandatory Further Advance will be made available to the relevant Originator or to its order by the Issuer in the following manner. The Administrator shall, on behalf of the Issuer:
- (a) draw funds from the Transaction Account (debiting the Principal Ledger); or
 - (b) if at any time when the relevant Mandatory Further Advance is to be made there are insufficient funds standing to the credit of the Principal Ledger draw funds under the Subordinated Loan Agreement (crediting the Principal Ledger and then debiting the Principal Ledger) in the amount required to make up such deficiency; or

- (c) without prejudice to (b) above, draw funds under the Subordinated Loan Agreement (such funds being available at the discretion of the Subordinated Lender) if the Issuer so opts instead of using the funds standing to the credit of the Principal Ledger,

and, in the case of each of (a), (b) and (c) above, pay the funds so drawn to the relevant Originator so that such Originator is put in funds in order to enable it to make the relevant Mandatory Further Advance and each Originator hereby agrees with all other parties hereto to apply any such funds so received by it solely for such purposes and pending such application to hold such funds on trust for the Issuer.

9.3.4 For the avoidance of doubt, no Mandatory Further Advance shall be made to a Borrower nor shall any drawings as contemplated in sub-clause 9.3.3 be made by the Administrator to provide funds to the relevant Originator for the making of any Mandatory Further Advance if that Originator or the Administrator has notice that the relevant Borrower was or is in breach of the relevant Mortgage Conditions.

9.3.5 In the event that an Originator fails to make any Mandatory Further Advance to a Borrower in circumstances where it had agreed to make such advance by virtue of the provisions of sub-clause 9.3.1 and where it had been put in funds by the Administrator to make such advance pursuant to sub-clause 9.3.3, the relevant Originator shall indemnify the Issuer and the Trustee against any loss resulting from that failure. Any such indemnification shall constitute a full discharge and release of that Originator from any claim which the Issuer or the Trustee may have against that Originator arising from such failure to make any Mandatory Further Advance.

9.4 Notwithstanding the provisions of Clause 9.3, no Mandatory Further Advance shall be made in relation to any Individual Mortgage, by the Issuer or by any Originator or the Administrator, in each case as agent for or otherwise on behalf of the Issuer, if the making of such Mandatory Further Advance will involve the Issuer in carrying on a regulated activity in the United Kingdom in breach of section 19 of the Financial Services and Markets Act 2000.

9.5 **Flexible Mortgages**

The Administrator shall administer each Flexible Mortgage in accordance with the then applicable Mortgage Conditions relating to such Flexible Mortgages.

9.6 Neither the Issuer nor the Administrator on behalf of the Issuer (or, in the case of a further advance relative to a Scottish Mortgage, on behalf of and as agent for the relevant Originator, in its capacity as trustee for the Issuer under the relevant Scottish Declaration of Trust) shall advance, or agree to advance, to a Borrower a Discretionary Further Advance if:

9.6.1 the making of such Discretionary Further Advance, other than by way of capitalisation of arrears as contemplated under this Clause 9, would cause the sum of:

- (a) total aggregate principal amount of all Discretionary Further Advances (other than any Discretionary Further Advance made by way of capitalisation of arrears) which have been made since the Closing Date or which are proposed to be made on or before the date on which that Discretionary Further Advance is proposed to be made;
- (b) all Mandatory Further Advances which have been made on or before the date on which that Discretionary Further Advance is proposed to be made;

which, in the case of each of paragraphs (a) and (b) above, have been or are to be funded by the Issuer out of principal received or recovered or deemed to have been received or recovered in respect of the Mortgages and not out of the proceeds of any advance under the Subordinated Loan Agreement made or to be made for such purpose; and

- (c) all Mandatory Further Advances which may be required to be made after the making of that Discretionary Further Advance,

at the date of that Discretionary Further Advance, to exceed a combined aggregate cumulative limit of £144,000,000;

9.6.2 at the last Principal Determination Date, 2 per cent or more of the Mortgages, by Current Balance, are more than three months in arrears (as such term is defined in the Trust Deed);

9.6.3 on the immediately preceding Interest Payment Date there is a balance of less than zero on the Principal Deficiency Ledger unless an amount has been or is drawn down under the Subordinated Loan Agreement prior to the making of that Discretionary Further Advance which has reduced or reduces to zero any such debit balance on the Principal Deficiency Ledger,

9.6.4 on the immediately preceding Interest Payment Date the First Loss Fund was not at least equal to the Required Amount unless an amount has been or is drawn down under the Subordinated Loan Agreement prior to the making of that Discretionary Further Advance which has replenished or replenishes the First Loss Fund to the Required Amount;

9.6.5 The relevant Originator or the Administrator has notice that the relevant Borrower was or is in breach of the relevant Mortgage Conditions; or

9.6.6 the making of that Discretionary Further Advance (including any Discretionary Further Advance by way of capitalisation of arrears) will not cause the weighted average for all of the Mortgages of the ratio of:

- (a) the principal amount advanced under each Mortgage (including the amount of any further advance advanced under that Mortgage) together with any further advance due to be made under that Mortgage (including any mortgage indemnity insurance premium and fees or other amounts added to that advance); to
- (b) the most recent valuation received by the relevant Originator of the Property to which that Mortgage relates for security purposes in the opinion of a valuer approved by that Originator,

(such ratio to be expressed as a percentage) to be increased by more than one percentage point (or such higher number of percentage points or parts thereof as the Issuer and the Rating Agencies may from time to time agree) from the level at which such weighted average stood on the Closing Date.

9.6.7 in relation to Individual Mortgages only, the making of such Discretionary Further Advance by the Issuer or by any Originator or PFPLC, in each case as agent for or otherwise on behalf of the Issuer, will involve the Issuer in carrying on a regulated activity in the United Kingdom in breach of section 19 of the Financial Services and Markets Act 2000.

UNLESS, with regard to the conditions outlined in sub-clauses 9.6.2 to 9.6.6, the Rating Agencies have otherwise agreed with the Administrator and the Issuer to the making of such Discretionary Further Advance or, in the case of sub-clauses 9.6.1, 9.6.2, 9.6.3, 9.6.4 and 9.6.6, the Subordinated Lender or any Additional Subordinated Lender has agreed to make an advance under the Subordinated Loan Agreement to fund such Discretionary Further Advance and to the extent that any such Discretionary Further Advance is funded by such an advance under the Subordinated Loan Agreement, the restrictions in sub-clauses 9.6.1, 9.6.2, 9.6.3, 9.6.4 and 9.6.6 shall not apply.

10. **[NOT USED]**

11. **NON-VERIFIED MORTGAGES**

11.1 The Administrator shall, on behalf of the Issuer and following a Non-Verified Mortgage Request arrange for the Issuer to purchase from PML, in accordance with the Mortgage Sale Agreement, such Non-Verified Mortgages as mentioned in the Non-Verified Mortgage Request and pay from the Transaction Account the Non-Verified Payment to PML and in accordance with sub-clause 7.5.2 debit or, as the case may be, credit the appropriate ledgers.

11.2 The Administrator shall only arrange for the purchase of Non-Verified Mortgages in accordance with Clause 11.1 above if the aggregate, following such purchase, of all Non-Verified Payments (excluding all UCD Amounts) does not exceed the Non-Verified Mortgage Amount and **provided that** such Non-Verified Mortgage Requests are delivered to the Administrator from PFPLC on or before the first Principal

Determination Date and only if the conditions to further purchases of Non-Verified Mortgages in the Mortgage Sale Agreement are satisfied.

- 11.3 If a Non-Verified Mortgage to be purchased by the Issuer includes any unamortised cashbacks or discounts the Issuer shall draw down, in accordance with the provisions of the Subordinated Loan Agreement, the UCD Amount and such UCD Amount shall be credited to the Transaction Account. For the avoidance of doubt, no UCD Amount shall ever be debited from the Pre-Funding Reserve Ledger.

12. REDEMPTION OF MORTGAGES

- 12.1 Upon repayment in full of all sums secured by a Mortgage the relevant Originator, or, failing which, the Administrator, shall (subject, in the case of the Administrator, to the continued existence of all necessary powers of attorney) execute on behalf of the Issuer and the Trustee, a reconveyance, receipt or discharge of the Mortgage and of the collateral security. The Issuer and the Trustee shall forthwith upon payment in full as aforesaid release, or authorise the Administrator to release, the relevant Mortgage Deeds to the person or persons entitled thereto. In order to enable the Administrator to take such action on their behalf as is referred to above, the Issuer shall deliver to the Administrator on or before the relevant Purchase Date a power of attorney in the form set out in Schedule 5 and the Trustee shall deliver to the Administrator on or before the relevant Purchase Date a power of attorney in the form set out in Schedule 6 together with evidence of due execution and its authority to grant the same. The Issuer and the Trustee shall in addition give such further or other authority as may be reasonably requested by the Administrator for the purpose of discharging any Mortgage which has been paid in full and any collateral security therefor.

- 12.2 The Administrator undertakes that prior to any actual release by it of, or receipt of authorisation to it to release, the relevant Mortgage Deeds it will obtain a letter from a solicitor, licensed or qualified conveyancer or authorised practitioner addressed to itself and the Trustee confirming that the relevant Mortgage Deeds are being released to the person or persons entitled thereto. In the event that such solicitor or licensed or qualified conveyancer requires possession of the relevant Mortgage Deeds for the purposes of giving such confirmation, the Administrator shall be entitled to release the relevant Mortgage Deeds to such solicitor or licensed or qualified conveyancer to be held to the order of the Administrator pending receipt of such confirmation and repayment in full of all sums secured by such Mortgage whereupon the Administrator shall be entitled to authorise the relevant solicitor or licensed or qualified conveyancer to release the relevant Mortgage Deeds to the person or persons entitled thereto.

13. REMUNERATION

- 13.1 The Issuer shall pay to the Administrator for its services hereunder an administration fee which:
- (A) shall be paid to each Administrator in arrear on each Interest Payment Dale calculated as at the Principal Determination Date immediately preceding such Interest Payment Dale and paid as specified in accordance with the applicable priority of payments; and

(B) shall, for so long as PFPLC and/or MTS are Administrators, be calculated on the basis of actual days elapsed from the Closing Date (in respect of the calculation on the first Principal Determination Date) and from the previous Principal Determination Date (in respect of the calculations on all Principal Determination Dates except the first) and a 365 day year (or 366 day year in the case of a leap year) (i) at the rate of not more than 0.10 per cent. per annum (the "**Administration Senior Fee**") and (ii) at the rate of not more than 0.20 per cent. per annum (the "**Administration Subordinated Fee**") (in each case inclusive of any amounts in respect of VAT) on the aggregate Interest Charging Balances of the outstanding Mortgages administered by the relevant Administrator on the first day of the Collection Period which ends on the relevant Principal Determination Date (or, in the case of the payment due on the first Interest Payment Date, on the then aggregate Interest Charging Balances on the Closing Date).

13.2 For the avoidance of doubt it is hereby declared that each Originator or Administrator, as the case may be, shall continue to be entitled to receive and retain in full for its own account the aggregate of all commissions paid by any insurance companies as a result of the placing with them by it of buildings insurance in relation to any of the Properties. If the receipt of such commissions is held to be part of the consideration for any supply for VAT purposes by the relevant Originator or Administrator, as the case may be, to the Issuer, the Issuer shall not be obliged to pay any amount in respect of such VAT liability of that Originator or Administrator.

13.3 Each payment by the Issuer to the Administrator under this Clause 13 shall be subject to clauses 6, 7 and 8 of the Deed of Charge.

14. **COSTS AND EXPENSES**

14.1 The Issuer will reimburse the Administrator for all out-of-pocket costs, expenses and charges (not being costs, expenses and liabilities of the Issuer falling within Clause 14.2 but including, without limitation, the proportion of any premium paid by the Administrator under the Fidelity Insurance Policy (or other policies providing equivalent cover) referred to in Clause 16.14) properly incurred by the Administrator in the performance of the Services on the Interest Payment Date falling at the end of the Interest Period during which they are incurred, subject to and in accordance with clauses 6, 7 and 8 of the Deed of Charge, but the Issuer shall only be obliged to reimburse the Administrator in respect of any VAT incurred by the Administrator on such costs and expenses to the extent that such VAT is not recoverable by the Administrator by way of repayment credit or set off.

14.2 The Issuer authorises the Administrator on its behalf to incur those costs, expenses and liabilities to third parties which must necessarily be incurred in the enforcement of any Mortgage or the rights and remedies in relation thereto of the Issuer and/or the Trustee. For the avoidance of doubt it shall solely be the obligation of the Issuer to reimburse the Administrator, on the Interest Payment Date falling at the end of the Interest Period during which they are incurred, such costs, expenses and liabilities subject to and in accordance with clauses 6, 7 and 8 of the Deed of Charge.

15. INFORMATION

15.1 Maintenance of Records

15.1.1 The Administrator shall keep the Loan Files in a secure place and shall maintain in an adequate form such records as are necessary to enforce each Mortgage and, where relevant, the collateral security therefor.

15.1.2 The Administrator shall keep the Loan Files in relation to the Mortgages in such a way that they can be clearly distinguished from the loan files relating to other mortgages or charges in respect of which the Administrator is mortgagee, chargee or administrator. The Administrator shall keep the Trustee informed of the location of such Loan Files and duplicate computer tapes.

15.2 Annual Budget

Not later than 31 December 2004 and thereafter no later than the date falling 90 days after each accounting reference period of the Issuer, the Administrator shall, on behalf of the Issuer, deliver to the Trustee an annual budget for the Issuer, each annual budget to be based on an accounting reference period ending on the next following 30 September. Each annual budget shall contain without limitation:

15.2.1 an estimate, identified by category, of all the expenses and liabilities expected to arise during that accounting reference period;

15.2.2 an estimate of all the income, identified by category, expected to arise during that accounting reference period;

15.2.3 in respect of the Issuer's annual budget, assumptions in relation to the Rate of Interest applicable to each class of Notes during that accounting reference period; and

15.2.4 such other information as the Trustee or the Issuer may reasonably require, such budget to be divided into three-monthly periods.

15.3 Budget Updates

If at any time in the opinion of the Administrator there has been a material adverse change in the financial circumstances of the Issuer since the preparation of the last annual budget delivered pursuant to Clause 15.2, the Administrator shall on behalf of the Issuer prepare and deliver to the Trustee and the Issuer within 45 days of such determination that there has been such a material adverse change, a revised annual budget report for the Issuer adjusted to take into account actual circumstances and all further relevant known information.

15.4 Quarterly Management Accounts

The Administrator shall on behalf of the Issuer prepare a management account for each Collection Period, the first such accounts being for the period from the Closing Date to the Principal Determination Date falling in October 2004 in the form of the agreed draft, and the Administrator shall deliver such quarterly management account

15.5 Minimum Mortgage Rate

PFPLC shall calculate the Minimum Mortgage Rate on the first Business Day of each Interest Period in accordance with the provisions of Schedule 3 and any shortfall in accordance with the provisions of that Schedule, and shall give notice of such rate and any shortfall to the other Administrator.

15.6 Bank Account Statements

The Administrator shall take all reasonable steps to ensure that the Operating Bank furnishes a monthly statement in relation to the Transaction Account to the Issuer. The Administrator shall submit quarterly reconciliations of the Transaction Account to the Issuer.

15.7 Statutory Accounts

15.7.1 The Administrator shall prepare, on behalf of the Issuer, a profit and loss account, balance sheet and directors' report and any other reports or information required by English law to be attached thereto or incorporated therein for the Issuer in respect of each accounting reference period of the Issuer and shall cause such accounts to be audited by auditors approved by the Issuer and the Trustee and shall procure so far as it is able so to do that the auditors of the Issuer shall make a report thereon as required by relevant law and copies of all such documents shall be delivered to the Trustee as soon as practicable after the end of each accounting reference period of the Issuer. The auditors to the Issuer shall also confirm to the Trustee that the statutory accounts of the Issuer prepared pursuant to this sub-clause 15.7.1 have been audited in accordance with generally accepted auditing practices of the United Kingdom and that the amount redeemed on the Class A Notes and/or the Class B Notes during the accounting reference period was, in their opinion, properly stated in aggregate. For these purposes the Issuer and the Trustee approve Deloitte & Touche LLP as the auditors of the Issuer.

15.7.2 The Administrator will, at the same time as they are despatched to the shareholders of PGC, deliver to the Trustee a copy of the annual audited consolidated balance sheet and profit and loss account and directors' report of PGC together with any other documents annexed thereto and any interim statement of results for PGC prepared on a consolidated basis.

15.8 Access to Books and Records

The Administrator shall subject to all applicable laws permit the auditors of the Issuer and any other person nominated by the Trustee at any time upon reasonable notice to have access to all books of record and account relating to the administration of the Mortgages and related matters in accordance with this Agreement.

15.9 Statutory Obligations

The Administrator will use its reasonable endeavours, on behalf of the Issuer, to prepare, assist or procure the preparation of and file all reports, annual returns, statutory forms and other returns which the Issuer is required by relevant law to prepare and file.

15.10 Further Information

- 15.10.1 The Administrator shall prepare and deliver or otherwise make available to the Issuer and/or the Trustee and/or the Rating Agencies such further information and/or reports whether in writing or otherwise as the Issuer and/or the Trustee and/or the Rating Agencies may reasonably require including, without limitation, information and/or reports in respect of each Collection Period on the matters set out in Schedule 7, such information and reports to be delivered or otherwise made available no later than 30 days following the end of the relevant Collection Period.
- 15.10.2 Not later than 15 Business Days after the end of each Interest Period the Administrator shall deliver to the Trustee a certificate signed by a duly authorised executive of the Administrator to the effect that the Administrator has during such Interest Period fulfilled all its obligations under this Agreement or if there has been any breach of any such obligation, specifying such breach and its nature and status and the action, if any, which the Administrator is taking or proposes to take in order to remedy such breach.
- 15.10.3 Not later than the eighth Business Day, or as soon as practicable thereafter, after the Principal Determination Date immediately preceding each Interest Period, the Administrator will in accordance with the Conditions publish on the Relevant Screen (as defined in the Conditions) the Principal Amount Outstanding and the Pool Factor for each Note of a particular class.
- 15.10.4 If, prior to the giving of an Enforcement Notice, whilst any Class A Note remains outstanding, on any Interest Payment Date, the full amount of interest due on the Class A Notes then outstanding is not paid or if on any Interest Payment Date the full amount of interest due on the Class B Notes is not paid:
- (a) the Administrator shall on behalf of the Issuer prepare and deliver to the Trustee by close of business on the second Business Day following such Interest Payment Date a report signed by a duly authorised officer of the Administrator and by a duly authorised officer of the Issuer and addressed to the Trustee setting out:
 - (I) the cash balances on the Transaction Account at opening of business on such Interest Payment Date;
 - (II) the balances shown on each ledger maintained in the books of the Issuer at the opening of business on such Interest Payment Date;

- (III) all cash payments or transfers which took place on such Interest Payment Dale; and
 - (IV) all movements between ledgers in the books of the Issuer on such Interest Payment Dale.
- (b) if prior to the giving of an Enforcement Notice, when no Class A Notes are outstanding, on any Interest Payment Dale payment of interest due on the Class B Notes is not made in full, then a certificate *mutatis mutandis* in terms set out in (a) above shall be delivered by the Administrator within two Business Days of such date to the Trustee.
 - (c) the Trustee, in the case of paragraph (a) and (b), may make such enquiries regarding such figures and ask for such clarification and further details as it may request, and the answers to such enquiries and such clarification and details shall be provided within one Business Day of being requested.
 - (d) the Administrator on behalf of the Issuer shall, at the same time as the report or certificate referred to in (a) or (b) above is provided, provide to the Trustee confirmation from the Operating Bank confirming the amount of the Transaction Account balance on the relevant dale or dales.
 - (e) If having received such reports and such further information as it may request and such confirmation of amounts standing to bank accounts, the Trustee shall conclude that there were indeed insufficient funds to make the relevant payment, the Trustee shall be under no obligation to make any further enquiry or calculation or take any other further steps and the Trustee's conclusion shall be conclusive for all purposes. If the Trustee does not so conclude then the Trustee may without further enquiry or any further steps give such certificate to the Issuer, as is referred to in Condition 9 and such certificate shall be conclusive for all purposes.

16. INSURANCES

- 16.1 The Administrator will administer the arrangements for insurance to which the Issuer and/or the Trustee is a party to or in which any of the aforementioned has an interest in and which relate to the Mortgages or the businesses of the Issuer.
- 16.2 The Administrator shall use its reasonable endeavours to obtain the consent of the insurer under each such insurance to the Substitute Administrator (or any other person with the insurer's consent) administering the Mortgages.
- 16.3 [Not used.]
- 16.4 [Not used.]
- 16.5 [Not used.]

Block Buildings Insurance

- 16.6 The Administrator shall not knowingly take any action or omit to take any action which would result in the avoidance or termination of any applicable Block Buildings Policy or would reduce the amount payable on any claim thereunder. The Administrator shall use reasonable endeavours to keep in full force and effect each Block Buildings Policy (or another policy providing equivalent cover) in relation to any Mortgage and associated Property to which it applies other than assuming any liability for the premium thereon.
- 16.7 The Administrator shall take such action as the Issuer and/or the Trustee shall reasonably direct and in the absence of such direction may on behalf of the Issuer pay premiums due and payable under any applicable Block Buildings Policy in order that the cover provided by such Block Buildings Policy shall not lapse.
- 16.8 If a claim is made under any Block Buildings Policy for an amount less than or equal to £5,000 (or such other figure as is for the time being the maximum amount of insurance proceeds which the Administrator in accordance with its then normal practice permits to be paid direct to borrowers) (the "Maximum Amount") the proceeds of such claim will be sent directly to the Borrower. The Administrator may procure the preparation and submission on behalf of the Issuer and the Trustee of any claim under any Block Buildings Policy in excess of the Maximum Amount. In such a case the Administrator may (but shall not be obliged to) instruct a valuer to check that satisfactory reinstatement has taken place and to review the value of the Property in respect of which the claim was made as security for the relevant Mortgage. The Administrator will arrange for the proceeds of any such claim in excess of the Maximum Amount only to be paid to the relevant Borrower after the Administrator has satisfied itself that all amounts due and owing from the Borrower under his Mortgage have been paid and subject to clauses 6, 7 and 8 of the Deed of Charge.
- 16.9 The Administrator shall manage the arrangements for collection and payment by Borrowers of premiums in relation to Block Buildings Policies (whether collected as part of a Monthly Payment or otherwise) in accordance with the relevant Mortgage Conditions, and the payment thereof to the relevant insurance company subject to clauses 6, 7 and 8 of the Deed of Charge.
- 16.10 Upon receipt of notice that any Property is not insured against fire and other perils (including subsidence) under a householder's comprehensive insurance policy or similar policy in accordance with the terms of each Mortgage, the Administrator will to the extent it is able and at the cost of the Issuer arrange such insurance in accordance with the terms of each Mortgage.
- 16.11 Upon receipt by the Administrator of a notice from an insurance company stating that a Property of a Borrower is no longer insured the Administrator, as agent of the Issuer shall to the extent it is able procure that the Property the subject of the notice is insured under a Block Buildings Policy.
- 16.12 The Administrator shall not permit any Property to cease to be insured under a Block Buildings Policy, unless such property qualifies for cover under the Mortgage Impairment Insurance for Financial Institutions Policy.

Mortgage Impairment Insurance for Financial Institutions Policy

- 16.13 The Administrator shall not knowingly take any action or omit to take any action which would result in the avoidance or termination of the Mortgage Impairment Insurance for Financial Institutions Policy or such other policy or policies of insurance providing similar cover of which the Issuer has the benefit or which would reduce the amount payable on any claim under any of the foregoing. The Administrator shall use reasonable endeavours to keep the Mortgage Impairment Insurance for Financial Institutions Policy (or, in each case, such other policy or policies providing equivalent cover) in full force and effect other than assuming any liability for the premium thereon.
- 16.14 The Administrator shall prepare and submit on behalf of the Issuer and the Trustee any claim under the Mortgage Impairment Insurance for Financial Institutions Policy or such other policy or policies of insurance aforesaid.

Fidelity Insurance Policy

- 16.15 The Administrator shall use its reasonable endeavours to maintain the Fidelity Insurance Policy (or other policies providing equivalent cover) in respect of the performance by the Administrator of the Services.
- 16.16 The Issuer shall reimburse to the Administrator on demand on any Interest Payment Dale the proportion of the premium paid by the Administrator which is attributable to the cover extended to the Issuer subject to and in accordance with clauses 6, 7 and 8 of the Deed of Charge as a cost or expense incurred by the Administrator falling within Clause 14.1.
- 16.17 The Administrator shall not knowingly take any action or omit to take any action which would result in the avoidance or termination of the Fidelity Insurance Policy or reduce the amount payable on any claim thereunder.
- 16.18 The Administrator shall prepare and submit on behalf of the Issuer and the Trustee any claim under the Fidelity Insurance Policy.

Disability, Redundancy and Hospitalisation Policy

- 16.19 The Administrator shall not knowingly take or omit to take any action which would result in the avoidance or termination of any Disability, Redundancy and Hospitalisation Policy in relation to any Individual Mortgage to which such Disability, Redundancy and Hospitalisation Policy applies or would reduce the amount payable on any claim thereunder. The Administrator shall use its reasonable endeavours to keep in full force and effect any Disability, Redundancy and Hospitalisation Policy (or another policy providing equivalent cover) in relation to any Individual Mortgage to which it applies.
- 16.20 The Administrator shall comply with the requirements of the insurance company under each Disability, Redundancy and Hospitalisation Policy.

Mortgage Indemnity Insurance Policy

- 16.21 The Administrator shall not knowingly take any action or omit to take any action which would result in the avoidance or termination of the Mortgage Indemnity Insurance Policy or such other policy or policies of insurance providing similar cover of which the Issuer has the benefit or which would reduce the amount payable on any claim under any of the foregoing. The Administrator shall use reasonable endeavours to keep the Mortgage Indemnity Insurance Policy (or, in each case, such other policy or policies providing equivalent cover) in full force and effect other than assuming any liability for the premium thereon.
- 16.22 The Administrator shall prepare and submit on behalf of the Issuer and the Trustee any claim under the Mortgage Indemnity Insurance Policy or such other policy or policies of insurance aforesaid.

17. MORTGAGE DEEDS

- 17.1 The Administrator shall keep the Mortgage Deeds and the Insurance Contracts in safe custody to the order of the Issuer and the Trustee and shall not without the prior written consent of the Trustee and the Issuer part with possession, custody or control of them otherwise than to a sub-contractor or delegate appointed pursuant to Clause 4.3 or to a solicitor, licensed or qualified conveyancer or authorised practitioner subject to the usual undertaking or to H.M. Land Registry or the Land Registry of Northern Ireland or Registry of Deeds of Northern Ireland or the Registers of Scotland or for the purposes of the redemption of Mortgages subject to the conditions of Clause 12.
- 17.2 The Mortgage Deeds and the Insurance Contracts shall be kept in such manner so that they are readily identifiable and distinguishable from the title deeds, life policies and insurance contracts of other properties and mortgages and charges which are held by or on behalf of the Administrator.
- 17.3 The Administrator shall deliver such Mortgage Deeds to or to the order of the Trustee upon written request made by or on behalf of the Trustee at any time and shall provide access to the Mortgage Deeds to the Trustee and its agents at all reasonable times. The Administrator acknowledges that the Mortgage Deeds in its possession, custody or control will be, after execution of the Deed of Charge, held to the order of the Issuer and the Trustee and that it has no beneficial interest therein whatsoever and irrevocably waives any rights or lien which it might have therein or to which it might at any time be entitled.
- 17.4 The Administrator shall use all reasonable endeavours to ensure that within six months from the Closing Date all Mortgage Deeds together with the relevant Mortgage are in the possession or custody, or under the control, of the Administrator. Where, for any reason, all such Mortgage Deeds, together with the relevant Mortgage are not in the possession or custody, or under the control of, the Administrator within such six month period, then the Administrator shall deliver to the Issuer and the Trustee within one month of such date a schedule detailing the missing Mortgage Deeds and other such documents and their whereabouts (if then known to the Administrator).

18. DATA PROTECTION

The Administrator will endeavour to procure that it, the Issuer, the Warehouses each Seller and each Originator have all appropriate registrations, licences and authorities required under the Data Protection Act 1998 to enable each of them to perform their respective obligations under this Agreement and the Mortgage Sale Agreement.

19. SOFTWARE

19.1 The Administrator will use all reasonable endeavours to negotiate with the relevant parties so that any intellectual property rights not owned by it but used by it in connection with the performance of its obligations under this Agreement and in particular all software programs used in connection with the Mortgages and their administration are licensed or sub-licensed to the Issuer, the Trustee and, if appointed, the substitute administrator so as to permit the Issuer, the Trustee and, if appointed, the substitute administrator to use such intellectual property rights only in connection with the administration of the Mortgages free of charge for so long as any of the Mortgages are outstanding or, in relation to the substitute administrator, for such period as contemplated by sub-clause 19.3.2. For the avoidance of doubt, the Administrator shall not be in breach of its obligations under this Agreement if such rights and/or software programs are not so licensed or sub-licensed to the Issuer, the Trustee and, if appointed, the substitute administrator at any time after the relevant Administrator has ceased to be the Administrator.

19.2 As regards any such intellectual property rights which are owned by the Administrator, the Administrator grants to the Issuer, the Trustee and, if appointed, the substitute administrator a licence to use such intellectual property rights only in connection with the administration of the Mortgages free of charge for so long as any of the Mortgages are outstanding, or in relation to the substitute administrator, for such period as contemplated by sub-clause 19.3.2.

19.3

19.3.1 The Administrator will, not later than 5 days after the end of each Collection Period, deposit with the Trustee an up-to-date duplicate set of all computer records containing information on the Borrowers and the Mortgages and will, on demand by the Trustee, supply the Trustee with a hard copy of the information contained on such computer tapes.

19.3.2 If this Agreement is terminated then:

- (a) the licence under Clause 19.2 shall continue in force for a period of six months from the date of termination of this Agreement, when it shall immediately terminate; and
- (b) during such three month period the Administrator shall use reasonable endeavours to assist the Issuer and/or any substitute administrator, to (i) establish and implement a computer system for administering the Mortgages and to load the data held by the Administrator in relation to Borrowers and the Mortgages onto that system, and (ii) make available the software licenses referred to in Clause 19.2 above.

19.4 The Administrator covenants that it will take no action and will not omit to take any action the effect or likely effect of which will be to terminate any existing licence agreement in relation to any such intellectual property rights or bring to an end its right to grant the licence contained in Clause 19.2, **provided always that** a licence agreement may be terminated if it is replaced by a substitute arrangement under which the intellectual property rights, including rights to computer software, are such that the services resulting therefrom are at least as good as under the previous arrangement.

20. COVENANTS OF ADMINISTRATOR

20.1 The Administrator hereby covenants with and undertakes to each of the Issuer and the Trustee that without prejudice to any of its specific obligations hereunder:

- (a) it will devote the same amount of time and attention to and will exercise the same level of skill, care and diligence in, the performance of the Services as it would if it were administering mortgages or charges of a similar type in respect of which it is the mortgagee, chargee or heritable creditor;
- (b) it will comply with any proper written directions, orders and instructions which the Issuer or the Trustee may from time to time give to it in accordance with the provisions of this Agreement (and in the event of any conflict those of the Trustee shall prevail);
- (c) it will use its reasonable endeavours to obtain and keep in force all licences, approvals, authorisations and consents which may be necessary in connection with the performance of the Services and in particular any applicable licences under the Consumer Credit Act 1974, and will use its reasonable endeavours to procure that the Issuer applies for and obtains a licence under the Consumer Credit Act 1974;
- (d) save as otherwise agreed with the Issuer and the Trustee it will provide free of charge to the Issuer office space, facilities, equipment and staff sufficient to fulfil the obligations of the Issuer under this Agreement;
- (e) it will not knowingly fail to comply with any legal requirements in the performance of the Services;
- (f) it will make all payments required to be made by it pursuant to this Agreement on the due date for payment thereof in sterling for value on such day without set off or counterclaim;
- (g) it will not amend or terminate any of the Relevant Documents, without in any case the prior written consent of the Trustee;
- (h) it will take all reasonable steps to enforce the obligations of each Hedge Provider under each Hedge Agreement and of any Cap Provider and Cap Guarantor under any Cap Agreement and Cap Guarantee and of any other provider or guarantor of any other hedging arrangements entered into by the Issuer;
- (i) it will administer the Mortgages and any related collateral security with due and proper regard to the principles and procedures set out in the

Administration Manual or in such other manner as would a reasonably prudent mortgage lender administering its own mortgages and charges of a similar type;

- (j) without prejudice to the provisions of the Subordinated Loan Agreement, it will, on behalf of the Issuer, request a drawing under the Subordinated Loan Agreement in the amount required pursuant to Clause 9.3 to fund a Mandatory Further Advance (or a part thereof) or a Discretionary Further Advance (or a part thereof), as the case may be or, where relevant, in order to reduce the balance of the Principal Deficiency Ledger to zero or to replenish the First Loss Fund to the Required Amount;
 - (k) to the extent that carrying out the Services in accordance with the provisions of this Agreement or the carrying on by the Issuer of its business as contemplated by the Relevant Documents requires the Administrator or the Issuer to obtain any authorisation, licence, approval or consent under the Financial Services and Markets Act 2000 (a "**FSMA authorisation**"), it shall delegate or sub-contract the performance of such services to either: (i) a Paragon Group Company which has the necessary FSMA authorisation which agrees with the relevant Administrator and the Issuer that it will use reasonable endeavours to keep in force any such FSMA authorisation; or (ii) a third party which has the necessary FSMA authorisation provided that such delegation or sub-contracting to such third party would not adversely affect the then current ratings of the Notes; and
 - (l) in its capacity as Administrator for the issuer, it shall not (a) engage in any activities in the United States (directly or through agents), (b) derive any income from sources within the United States as determined under U.S. federal income tax principles, and (c) hold any mortgaged property, located in the United States, in each case if doing so would cause the Issuer to be engaged in or deemed to be engaged in a trade or business in the United States as determined under the U.S. federal income tax principles.
- 20.2 The covenants and undertakings of the Administrator in Clause 20.1 shall remain in force until this Agreement is terminated but without prejudice to any right or remedy of the Issuer and/or the Trustee arising from breach of any such covenant prior to the date of termination of this Agreement.
- 20.3 The Administrator also covenants with and undertakes to each of the Issuer and the Trustee to ensure that no Non-Verified Mortgages shall be sold to or purchased by the Issuer unless each of the following conditions is satisfied on the relevant Purchase Date:
- (a) each of the Rating Agencies have confirmed that the proposed purchase of Non-Verified Mortgages on such Purchase Date will not adversely affect any of the then current ratings of the Notes;
 - (b) the party being the relevant seller of that Mortgage shall have delivered to the Trustee on the relevant Purchase Date:

- (i) a solvency certificate dated such Purchase Date and signed by a director or an authorised officer of that company;
 - (ii) a certificate confirming that each of the Non-Verified Mortgages to be purchased on such Purchase Date was originated on the same Lending Guidelines as those which applied to similar Mortgages purchased on the Closing Date; and
 - (iii) a satisfactory audit on the Non-Verified Mortgages being purchased, in accordance with the relevant terms agreed at that time with the Rating Agencies;
- (c) no Enforcement Notice has been served and there is no existing event of default under Condition 9;
 - (d) Non-Verified Mortgages which have a maturity beyond May 2034 may not be purchased to the extent that after such purchase the Issuer would own Mortgages with a final maturity falling after such date having a combined aggregate principal amount outstanding exceeding £16,000,000; and
 - (e) such other conditions as are specified in the Mortgage Sale Agreement are satisfied.

The Administrator will deliver to the Trustee within 5 days of the relevant Purchase Date a certificate that all the above conditions have been satisfied.

20.4 Each Administrator hereby covenants with and undertakes to the other Administrator to provide the other Administrator with all such information relating to the Mortgages administered by it as the other Administrator may reasonably request.

20.5 PFPLC hereby covenants with and undertakes to each of the Trustee and the Substitute Administrator to forward to them the Administrator Report within 3 Business Days from each Principal Determination Date.

21. SERVICES NON-EXCLUSIVE

Nothing in this Agreement shall prevent the Administrator from rendering or performing services similar to those provided for in this Agreement to or for itself or other persons, firms or companies or from carrying on business similar to or in competition with the business of the Issuer.

22. TERMINATION

22.1 If any of the following events (each, together with the event specified in Clauses 22.2 and 22.3, a "**Termination Event**") shall occur:

22.1.1 default is made by an Administrator 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 two Business Days after the earlier of the relevant Administrator becoming aware of such default and receipt by that Administrator of written notice from the Trustee requiring the same to be remedied;

- 22.1.2 PFPLC fails to provide the Substitute Administrator and the Trustee with the Administrator Report within three business Days from the relevant Principal Determination Date;
- 22.1.3 the Issuer has not paid the principal or interest on the Notes when it is due and payable as a result of an Administrator failing to comply with its covenants or perform its other obligations under this Agreement;
- 22.1.4 default is made by any Administrator in the performance or observance of any of its other covenants and obligations under this Agreement, which in the opinion of the Trustee is materially prejudicial to the interests of the Class A Noteholders or, if the Class A Notes have been redeemed in full, the Class B Noteholders and (except where in the reasonable opinion of the Trustee, such default is incapable of remedy, when no such continuation and/or notice as is hereinafter mentioned will be required) such default continues unremedied for a period of 14 days after the earlier of any Administrator becoming aware of such default and receipt by any Administrator of written notice from the Issuer or the Trustee requiring the same to be remedied, provided however that where the relevant default occurs as a result of a default by any person to whom any Administrator has sub-contracted or delegated part of its obligations hereunder such default shall not constitute a Termination Event if within such 14 day period any Administrator terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Issuer or the Trustee may reasonably specify to remedy such default or to indemnify the Issuer and the Trustee against the consequences of such default;
- 22.1.5 an order is made or an effective resolution passed for winding up of any Administrator;
- 22.1.6 any Administrator ceases or threatens to cease to carry on its business or a substantial part of its business or stops payment or threatens to stop payment of its debts or any Administrator is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended) or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent; or
- 22.1.7 proceedings are initiated against any Administrator under any applicable liquidation, administration, insolvency, composition, reorganisation (other than a reorganisation the terms of which have been approved by the Trustee and where any Administrator is solvent) or other similar laws, save where such proceedings are being contested in good faith by any Administrator, or an administrative or other receiver, administrator or other similar official is appointed in relation to any Administrator or in relation to the whole or any substantial part of the undertaking or assets of any Administrator or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of any Administrator, 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 of the undertaking or assets of any Administrator and in any of the foregoing cases it shall not be discharged

within 15 days; or if any Administrator shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, administration, insolvency, composition, reorganisation or other similar laws or shall make a conveyance or assignment for the benefit of its creditors generally,

then the Issuer or Trustee may at once or at any time thereafter while such default continues by notice in writing to each Administrator (with a copy to the substitute Administrator Facilitator) terminate the appointment of each Administrator with effect from a date (not earlier than the date of the notice) specified in the notice in accordance with Clauses 22.3, 22.4, 22.5 and 22.6, PROVIDED THAT if during the period on which PFPLC and MTS are the providers of the Services, the relevant event has occurred in relation to only one of the Administrators (the "**Defaulting Administrator**"), and the other Administrator gives notice under clause 9.4 of the Deed of Charge, the event shall be deemed to be remedied (and for all purposes under the Relevant Documents no Termination Event shall have occurred) and shall only entitle the appointment of the Defaulting Administrator to be terminated. For the avoidance of doubt, the cessation and release of the rights and obligations of the Defaulting Administrator and the corresponding assumption by the Assuming Administrator (as that term is defined in paragraph (B) of the definition of "Administrator" in this Agreement) of all such rights and obligations pursuant to and upon the giving of notice by the Assuming Administrator in accordance with clause 9.4 of the Deed of Charge shall not constitute termination of the appointment of the Defaulting Administrator for the purposes of this Clause 22.

22.2 If at any time:

22.2.1 an Administrator does not have any FSMA authorisation which it is required to have in order to enable it to perform the Services without it; or

22.2.2 the Issuer is carrying on a regulated activity in the United Kingdom in breach of section 19 of the Financial Services and Markets Act 2000 in circumstances where the Issuer is not itself so authorised and is not exempt from being so authorised,

the appointment of that Administrator will, unless that Administrator, the Trustee and the Issuer agree otherwise in writing, or the other Administrator gives notice under clause 9.4 of the Deed of Charge, terminate with immediate effect in accordance with Clauses 22.3 and 22.6 of this Agreement and the Administrator shall notify in writing the Substitute Administrator Facilitator of the termination of the Administrator's appointment.

22.3 Subject to Clause 22.1 above, if any of the events in Clauses 22.1.1, 22.1.2 or 22.1.3 has occurred (which remains unremedied and no notice has been given under Clause 9.4 of the Deed of Charge) while HML is appointed as the Substitute Administrator and is able to assume the duties and obligations of the Administrators (or the Defaulting Administrator) on the terms set out in the Substitute Administrator Agreement, the appointment of the Administrators (or the Defaulting Administrator) will, unless the Administrators, the Trustee and the Issuer agree otherwise, terminate with immediate effect in accordance with Clauses 22.4 and 22.6 of this Agreement.

- 22.4 Without prejudice to Clauses 22.1 and 22.2, if the Substitute Administrator's obligations have been terminated in accordance with the Substitute Administrator Agreement or the Substitute Administrator is unable to assume all of the duties and obligations of the Administrators (or the Defaulting Administrator) on the terms set out in the Substitute Administrator Agreement in accordance with Clause 22.3, then the Issuer or Trustee may at once or at any time thereafter while such default continues, by notice in writing to the Administrators (with a copy to the Substitute Administrator Facilitator) terminate the appointment of the Administrators (or Defaulting Administrator) in respect of the Cash Bond Management Services only with effect from a date (not earlier than the date of the notice) specified in the notice in accordance with Clauses 22.5 and 22.7;
- 22.5 On and after termination of the appointment of any Administrator pursuant to Clause 22.1, 22.2, 22.3 or 22.4, all authority and power of that Administrator under this Agreement shall be terminated and of no further effect and the relevant Administrator shall not thereafter hold itself out in any way as the agent of the Issuer or the Trustee except to the extent required for that Administrator to continue to perform the services required under this Agreement pending the Substitute Administrator's assumption of performance of such services **provided that** if the duties and obligations of such Administrator are terminated in relation to the Cash Bond Management Services only pursuant to Clause 22.4 the provisions of this Clause shall only apply to such Administrator's power and authority necessary for the performance of the Cash Bond Management Services only and all necessary authority and powers provided to such Administrator under this Agreement to perform all Services other than the Cash Bond Management Services shall continue unaffected.
- 22.6 Upon termination of the appointment of any Administrator pursuant to Clause 22.1, 22.2, or 22.3, the relevant Administrator shall forthwith deliver (and in the meantime hold on trust for, and to the order of the Trustee) to the Trustee or as it shall direct the relevant Loan Files, the Mortgage Deeds, the Insurance Contracts, all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belonging to the Issuer and the Trustee and the Mortgages and any other security therefor, any moneys then held by that Administrator on behalf of the Issuer and/or the Trustee and any other assets of the Issuer or the Trustee and shall take such further action as the Trustee may reasonably direct.

The relevant Administrator will, in addition, provide all relevant information contained on computer records in the form of computer disks, together with details of the layout of the files encoded on such computer disks. The relevant Administrator shall co operate and consult with and assist the Substitute Administrator, the Trustee or their nominees for the purposes of explaining the file layouts and the format of the computer disks generally. Upon termination of the appointment of any Administrator pursuant to Clause 22.1, 22.2 or 22.3, the Issuer shall notify the Substitute Administrator in writing of the occurrence of such termination and request the Substitute Administrator to assume the duties and obligations of both the Administrators on the terms set out in the Substitute Administrator Agreement immediately upon receipt of such notice of termination.

- 22.7 Upon termination of any Administrator's duties and obligations in respect of the Cash Bond Management Services pursuant to Clause 22.4, the relevant Administrator shall

forthwith deliver (and in the meantime hold on trust for, and to the order of the Issuer and the Trustee) to the Substitute Administrator or to any other person as the Issuer or the Trustee shall direct:

- 22.7.1 the Administrator Reports;
- 22.7.2 the relevant papers and records in its possession or under its control relating to the Cash Bond Management Services; and
- 22.7.3 all relevant information contained on computer records in the form of computer disks, together with details of the layout of the files encoded on such computer disks.

The relevant Administrator shall co-operate and consult with and assist the Substitute Administrator, the Issuer, the Trustee or their nominees for the purposes of explaining the file layouts and the format of the computer disks generally.

- 22.8 If the Substitute Administrator is unable, for any reason whatsoever, to assume the duties and obligations of the Administrators on the terms set out in the Substitute Administrator Agreement, or the Substitute Administrator's obligations have been terminated in accordance with clauses 29, 30 or 31 of the Substitute Administrator Agreement, then the Issuer (with the assistance of the Substitute Administrator Facilitator) shall appoint another substitute administrator capable of assuming such duties and obligations (or any relevant part thereof) on terms substantially similar to those of this Administration Agreement, subject to Clause 9.1 of the Deed of Charge.
- 22.9 Upon execution of any substitute administration agreement in accordance with Clause 22.8, the Issuer shall promptly execute a charge of its interest in such agreement in favour of the Trustee in accordance with the terms of the Deed of Charge (and in particular, but without limitation, clause 3.8 of the Deed of Charge), *mutatis mutandis*, to the satisfaction of the Trustee.
- 22.10 The appointment of each Administrator may be terminated upon the expiry of not less than 6 months' notice of termination given by each Administrator to the Issuer, the Trustee, and the Substitute Administrator Facilitator, provided that:
 - (a) the Issuer, the Trustee and the Substitute Administrator consent in writing to such termination;
 - (b) a substitute administrator (which can include the Substitute Administrator in which case the terms of the Substitute Administrator Agreement shall apply) shall be appointed, such appointment to be effective not later than the date of termination of the appointment of any Administrator (and the Administrator shall notify the Rating Agencies in writing of the identity of such substitute administrator), and such substitute administrator (if other than the Substitute Administrator) enters into an agreement substantially on the terms of this Agreement (in particular, but without limitation, taking account of the provisions of Clause 5.5.1) but subject to clause 8.1 of the Deed of Charge and any Administrator shall not be released from its obligations

under this Agreement until such substitute administrator (if other than the Substitute Administrator) has entered into such new agreement;

- (c) such substitute administrator has experience of administering mortgages and charges of residential property in England and Wales, Northern Ireland and Scotland and (if other than the Substitute Administrator) is approved by the Trustee; and
- (d) the Administrator certifies that, in its reasonable opinion, the then current ratings of the Class A Notes and the Class B Notes by the Rating Agencies would not be adversely affected as a result of such termination unless otherwise agreed by an extraordinary resolution of the Class A Noteholders and the Class B Noteholders respectively.

- 22.11 The Administrator shall deliver to the Issuer, the Trustee, the Substitute Administrator, and the Substitute Administrator Facilitator as soon as reasonably practicable but in any event within five days of becoming aware thereof a notice of any Termination Event or any Event of Default (as defined in Condition 9) or any event which with the giving of notice or lapse of time or certification would constitute the same.
- 22.12 Termination of the appointment of any Administrator, or termination of this Agreement, shall be without prejudice to liabilities of the Issuer or the Trustee due to the Administrator incurred before the date of such termination or vice versa. The Administrator shall have no right of set off or any lien in respect of such amounts against amounts held by it on behalf of the Issuer.
- 22.13 This Agreement shall terminate at such time as neither the Issuer nor the Trustee has any further interest in any of the Mortgages or, if later, upon discharge of all Secured Amounts other than the PFPLC Secured Amounts and the Seller Secured Amounts.
- 22.14 On termination of the appointment of any Administrator under the provisions of this clause 22, the relevant Administrator shall be entitled to receive all fees and other moneys accrued up to the date of termination but shall not be entitled to any other or further compensation **provided that** if the duties and obligations of such Administrator are terminated in relation to the Cash Bond Management Services only pursuant to Clause 22.4 then such Administrator shall be entitled to continue to receive all fees and other moneys payable to such Administrator under this Agreement less any fees and other moneys payable to the successor Administrator which has assumed performance of the Cash Bond Management Services. Such moneys so receivable by that Administrator shall be paid solely by the Issuer on the dates on which they would otherwise have fallen due hereunder. For the avoidance of doubt, such termination shall not affect the relevant Administrator's rights to receive payment of all amounts due to it by the Issuer other than under this Agreement, including but without limitation, all amounts due under the Services Letter and the Deed of Charge.
- 22.15 Prior to termination of this Agreement, the Administrator, each Originator, the Trustee and any substitute administrator shall if the Issuer, the Trustee or any Substitute Administrator requires co operate to obtain the agreement of the Borrowers to a new bank mandate permitting the Issuer, the Trustee or such substitute administrator to operate the Direct Debiting Scheme.

22.16 Any provision of this Agreement which is stated to continue after termination of the Agreement shall remain in full force and effect notwithstanding termination.

22.17 The parties hereto agree that to the extent there is a conflict between the provisions of the Administration Agreement and the Substitute Administrator Agreement (as amended from time to time) and the description of the provisions of those agreements in any Relevant Document, the provisions of the Administration Agreement and the Substitute Administrator Agreement shall prevail.

23. THE TRUSTEE

23.1 In the event that there is any change in the identity of the Trustee in accordance with the Trust Deed, the retiring Trustee, the Administrator, each Originator, each Seller and the Issuer shall execute such documents and take such actions as such new Trustee may reasonably require for the purpose of vesting in such Trustee the rights of the Trustee under this Agreement and the Deed of Charge and, if so determined by the new Trustee, releasing the retiring Trustee from further obligations thereunder and, while any Note remains outstanding, shall give notice thereof to the Rating Agencies.

23.2 Nothing herein contained shall impose any obligation or liability on the Trustee to assume or perform any of the obligations of the Issuer, each Originator, each Seller or the Administrator hereunder or render it liable for any breach thereof.

24. FURTHER ASSURANCE

24.1 The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Agreement.

24.2 Without prejudice to the generality of Clause 24.1, the Issuer, the Trustee, each Seller and each Originator shall upon request by the Administrator forthwith give to the Administrator such further powers of attorney or other written authorisations or mandates and instruments as are necessary to enable the Administrator to perform the Services.

25. CONFIDENTIALITY

None of the parties hereto shall during the continuance of this Agreement or after its termination disclose to any person, firm or company whatsoever any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may in the course of its duties hereunder or otherwise have become possessed and all the parties hereto shall use all reasonable endeavours to prevent any such disclosure as aforesaid, **provided however that** the provisions of this Clause 25 shall not apply:

- (a) to any information already known to the recipient otherwise than as a result of entering into any of the Relevant Documents;
- (b) to any information subsequently received by the recipient which it would otherwise be free to disclose;

- (c) to any information which is or becomes public knowledge otherwise than as a result of the conduct of the recipient;
- (d) to any extent that the recipient is required to disclose the same pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other authority (including, without limitation, any official bank examiners or regulators);
- (e) to the extent that the recipient needs to disclose the same for the protection or enforcement of any of its rights under any of the Relevant Documents or in connection herewith or therewith or, in the case of the Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties under or in connection with such agreements in each case to such persons as require to be informed of such information for such purposes; or
- (f) to any information which the Rating Agencies may require to be disclosed to them.

Notwithstanding any provision herein, any person (and each employee, representative, or other agent of such person) may disclose to any and all other persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such person relating to such U.S. tax treatment and U.S. tax structure.

26. NOTICES

26.1 Any notices to be given pursuant to this Agreement to any of the parties hereto or to the Rating Agencies shall be sufficiently served if delivered by hand or sent by prepaid post or by facsimile transmission or by email transmission and shall be deemed to be given upon receipt and shall be delivered or sent:

- (a) in the case of the Issuer, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary);
- (b) in the case of PFPLC, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary);
- (c) in the case of PML, to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary);
- (d) in the case of the Trustee, to the address appearing at the beginning of this Agreement (facsimile number: 020 7500 2931, for the attention of: Agency & Trust);

- (e) in the case of Moody's, to Monitor.RMBS@moodys.com, for the attention of RMBS Monitoring; and
- (f) in the case of S&P, to 20 Canada Square, Canary Wharf, London E14 5LH (facsimile number: 020 7826 3598, for the attention of: Structured Finance Ratings);
- (g) in the case of Fitch to SF_Surveillance@fitchratings.com for the attention of: Surveillance - European Structured Finance Ratings;
- (h) in the case of Arianty to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary);
- (i) in the case of MTS to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary);
- (j) in the case of MTL to the address appearing at the beginning of this Agreement (facsimile number: 0121 712 2072, for the attention of the Company Secretary or email to Company_Secretary@Paragon-group.co.uk for the attention of the Company Secretary); and
- (k) in the case of the Substitute Administrator Facilitator, to 35 Great St. Helen's, London EC3A 6AP, United Kingdom (facsimile number: 0207 398 6325, for the attention of the Directors);

or to such other address or facsimile number or email address or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this Clause 26.

26.2 The Trustee shall endeavour to contact a director of the Issuer by telephone as soon as possible after becoming aware of any default in respect of which a notice is to be given pursuant to sub-clauses 22.1.1 and 22.1.2 of this Agreement but failure by the Trustee to make such contact despite the use of such endeavours shall not affect the Trustee's rights under Clause 22.1.

26.3

26.3.1 The Administrator shall, while any Note remains outstanding, give notice to the Rating Agencies of-

- (a) any amendment which the Trustee considers material to any of the Relevant Documents;
- (b) the Class A Notes (or any class thereof) being repaid in full or the Class B Notes being repaid in full;
- (c) any repurchase by any Seller of a Mortgage pursuant to clause 8 of the Mortgage Sale Agreement; and

(d) any Event of Default under the Notes.

26.3.2 The Administrator shall within 30 days of the end of each Collection Period give or otherwise make available to the Rating Agencies in accordance with sub-clause 15.10.1 information on or a report in respect of-

(a) the number and aggregate or principal amount of all Mortgages respectively 30, 60 and 90 days in arrears at the end of such Interest Period;

(b) the number of Mortgages in respect of which orders for possession were granted during the preceding Interest Period;

(c) the number of Mortgages in respect of which orders for possession were pending during the preceding Interest Period; and

(d) the gross and net losses incurred in respect of Mortgages in respect of which Enforcement Procedures have been completed during such preceding Interest Period.

26.3.3 The Administrator shall give notice to the Rating Agencies (with a copy to the Trustee) if at any time it is intended that the loan relationships of the Issuer will not be brought into account for the purposes of (i) accounts required to be prepared under the Companies Act 1985 and (ii) Part IV Chapter II Finance Act 1996 in accordance with an authorised accruals basis of accounting within section 85 Finance Act 1996.

27. NO VARIATION AND WAIVER

No variation or waiver of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties. 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.

28. ASSIGNMENT

28.1 The Issuer may not assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the Trustee and the Administrator except that the Issuer may assign its rights hereunder without such consent only by way of the Deed of Charge.

28.2 Subject to Clause 28.3 below, the Administrator may not assign or transfer any of its rights and obligations under this Agreement to any other person without the prior written consent of the Issuer and the Trustee.

28.3 Each of PFPLC and MTS may assign or transfer any of their rights and obligations under this Agreement to each other without the prior written consent of the Issuer and the Trustee.

29. **EXCLUSION OF THIRD PARTY RIGHTS**

The parties to this Agreement do not intend that any term of this Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

30. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising from it is governed by, and shall be construed in accordance with, the laws of England, other than any terms hereof which are particular to Scots law which shall be governed by, and shall be construed in accordance with, the laws of Scotland, and other than any terms hereof which are particular to Northern Irish law which shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as a deed the day and year first before written at London.

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
directors

PARAGON FINANCE PLC

By:
Title: Director
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
directors

**PARAGON MORTGAGES (NO.7)
PLC**

By:
Title: Director
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
Directors

**PARAGON MORTGAGES
LIMITED**

By:
Title: Director
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
duly authorised attorneys

ARIANTY NO.1 PLC

By:
Title: Attorney
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
directors

MORTGAGE TRUST LIMITED

By:
Title: Director
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
directors

**MORTGAGE TRUST SERVICES
PLC**

By:
Title: Director
Name:

Signature:
Witness
Name:
Occupation:
Address:

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
duly authorised attorneys

**CITICORP TRUSTEE COMPANY
LIMITED**

By:
Title: Attorney
Name:

Signature:
Witness
Name:
Occupation:
Address:

**SCHEDULE 1
THE SERVICES**

1. The Mortgage and Loan Administration Services

The Administrator shall:

- (a) operate the Transaction Account and ensure that payments are made into and from each such account in accordance with this Agreement; **provided however that** nothing herein shall require the Administrator to make funds available to the Issuer to enable such payments to be made other than as expressly required by the provisions of this Agreement;
- (b) keep records/books of account/documents for the Issuer and in relation to the Mortgages;
- (c) keep records for all taxation purposes including VAT;
- (d) notify Borrowers of any change in their Monthly Payment;
- (e) assist the auditors of the Issuer and provide information to them upon reasonable request;
- (f) ensure that the Issuer adopts the authorised accrual basis of accounting in relation to its loan relationships;
- (g) prepare and send an annual statement to Borrowers in its usual form;
- (h) provide a redemption statement upon the request of a Borrower's solicitor or licensed or qualified conveyancer,
- (i) notify Borrowers of any change in the premium payable on any Block Buildings Policy arising from such Policy being index-linked and the cover increasing as a result thereof and of changes generally in the premium payable under any Block Buildings Policy;
- (j) from time to time on behalf of the Issuer calculate in accordance with and in the manner provided in the Fee Letter the amounts payable under the Fee Letter;
- (k) from time to time on behalf of the Issuer calculate in accordance with and in the manner provided in the Services Letter the amounts payable under the Services Letter; and
- (l) from time to time on behalf of the Issuer calculate in accordance with and in the manner provided in the Subordinated Loan Agreement (and promptly notify the parties thereto) the interest rate and amount of principal and interest payable by the Issuer on, or in respect of, the Subordinated Loan Agreement.

2. General Services

The Administrator shall:

- (a) make all filings, give all notices and make all registrations and other notifications required in the day-to-day operation of the business of the Issuer;
- (b) arrange for all payments due to be made by the Issuer under any of the Relevant Documents to be made, **provided that** such moneys are at the relevant time available to the Issuer and **provided further that** nothing herein shall constitute a guarantee by the Administrator of all or any of the obligations of the Issuer under any of the Relevant Documents;
- (c) keep general books of account and records of the Issuer and provide accounting services, including reviewing receipts and payments, supervising and assisting in the preparation of interim statements and final accounts, and supervising and assisting in the preparation of tax returns of the Issuer;
- (d) make all returns and filings required to be made by the Issuer;
- (e) provide company secretarial and administration services to the Issuer including the keeping of all registers and the making of all returns required by English, Northern Irish or Scots law or by U.K. regulatory authorities (as applicable), co-operate in the convening of board and general meetings and provide registered office facilities for the Issuer;
- (f) itself on behalf of the Issuer pay, or procure the payment in accordance with the Deed of Charge of, all the out-of-pocket expenses of the Issuer incurred in the performance of the Administrator's duties hereunder including without limitation:
 - (i) all taxes which may be due or payable by the Issuer;
 - (ii) all registration, recording, transfer, filing and other fees, stamp duty and other charges payable in respect of the purchase by the Issuer of the Mortgages from the relevant Sellers;
 - (iii) all necessary filing and other fees in compliance with regulatory requirements;
 - (iv) all legal and audit fees and other professional advisory fees;
 - (v) all communication expenses including postage, telephone and telex charges;
 - (vi) fees payable to The London Stock Exchange plc and/or the UK Listing Authority; and
 - (vii) all premiums payable by the Issuer in respect of the Insurance Contracts;

- (g) subject to the provisions of this Agreement (including, but without limitation, Clause 7.4) take all reasonable steps to recover all sums due to the Issuer;
- (h) determine the Principal Amount Outstanding and the Pool Factor for each Note for each Interest Period and determine the Available Redemption Funds, the Class A Available Redemption Funds and the Class B Available Redemption Funds on each Principal Determination Date and the Principal Payment in respect of each Note to be made on the Interest Payment Date to which such Principal Determination Date relates;
- (i) take all other action and do all other things which it would be reasonable to expect a reasonably prudent mortgage lender to do in administering its mortgages and charges;
- (j) provide services in relation to Hedge Collateral held by or on behalf of the Issuer from time to time (including, without limitation, in connection with the transfer, receipt, administration and/or holding of Hedge Collateral, the making of calculations, determinations, communications or valuations, the opening and maintenance of the Hedge Collateral Accounts and the Hedge Collateral Ledger, and the entering into of Hedge Collateral Ancillary Documents); and
- (k) on behalf of the Issuer, negotiate and conclude settlements with unsecured claimants of amounts in full and final settlement of a claim that is due and payable and remains unpaid and not exceeding the amount prescribed as the "prescribed part" in The Insolvency Act (Prescribed Part) Order 2003 (as amended, varied or supplemented from time to time) were the Issuer to be declared insolvent. For the avoidance of doubt, the Administrator may conclude such settlements without the need for consent from the Trustee.

3. Estimation

- 3.1 In the event that an Administrator Report is not prepared with respect to a Collection Period (the "**Determination Period**"), the Administrators shall calculate the amounts available to the Issuer to make payments for such Determination Period based on the Administrator Report in respect of the three preceding Collection Periods (or, where such Administrator Reports are not available, all previous Administrator Reports) in accordance with Schedule 8 (*Determinations and Reconciliation*), for the purposes of complying with its obligations hereunder. The Administrators shall make such estimations on the basis of information available to it at such time and shall not be liable (in the absence of negligence, bad faith and wilful default) for the accuracy of such estimations.
- 3.2 Upon subsequent receipt of the Administrator Report in relation to the Determination Period, the Administrators will apply the reconciliation calculations set out in Schedule 8 (*Determinations and Reconciliation*).
- 3.3 Any:
 - (a) calculations properly done on the basis of such previous Administrator Reports;

- (b) payments made under any of the Notes and Relevant Documents in accordance with such calculations;
- (c) reconciliation calculations; and
- (d) reconciliation payments made as a result of such reconciliation calculations,

each in accordance with paragraphs 1, 2 and 3 of Schedule 8 (*Determinations and Reconciliation*) to this Agreement, shall be deemed to be done in accordance with the provisions of the Relevant Documents and no default by the Administrators in the performance of their obligations under this Agreement (or an Event of Default in respect of the Issuer) shall occur solely as a result of calculating and applying amounts in accordance with this paragraph and Schedule 8 (*Determinations and Reconciliation*) and no liability will attach to the Administrators in connection with the exercise by it of its powers, duties and discretion for such purposes.

**SCHEDULE 2
INSURANCES**

**PART A
BUILDINGS POLICIES**

1. **Block Buildings Policies (to the extent that such policies relate to the Properties)**

AXA Insurance UK plc: LPBDX6335079

2. **Other Buildings Policies**

Those building insurance policies on the Properties (not being any of the Block Buildings Policies) where, among others, the relevant Originator, the Issuer or the Trustee, or one or more of them is a named insured or where any of their respective interests are noted.

**PART B
OTHER INSURANCE CONTRACTS**

1. The Fidelity Insurance Policy.
2. The Mortgage Impairment Insurance for Financial Institutions Policy to the extent that such policy relates to the Mortgages.
3. The Disability, Redundancy and Hospitalisation Policy.
4. The Mortgage Indemnity Insurance Policy.

**SCHEDULE 3
MINIMUM MORTGAGE RATE AND SHORTFALL**

1. Minimum Mortgage Rate on a date shall mean the aggregate of:
 - (i) GBP LIBOR; and
 - (ii) 1.6 per cent. per annum (or such higher percentage as the Issuer may from time to time select and notify to the Trustee) until (and including) the Interest Payment Date falling in May 2010, and thereafter 2 per cent. per annum (or such higher percentage as the Issuer may from time to time select and notify to the Trustee).

2. The average yield on the PML Mortgages and MTL Mortgages on a date shall be calculated as follows:

$$A = \frac{(M_0 \times MR_0 + M_1 \times MR_1 + M_2 \times MR_2 \dots + M_x \times MR_x) + \left(C \times \frac{365^*}{X} \right)}{M_0 + M_1 + M_2 \dots + M_x}$$

where:

M_0 to M_x are the aggregate principal amounts outstanding (including further advances made, which include Flexible Drawing Capitalised Advances) on the immediately preceding Principal Determination Date of the Mortgages then owned by the Issuer on which interest is payable at the same rate;

MR_0 to MR_x are the various rates of interest payable on different Mortgages expressed as a per annum percentage rate;

C is the aggregate of all amounts expected to be received by the Issuer under all Cap Agreements and Cap Guarantees or any other hedging arrangements entered into by the Issuer and all income received by the Issuer from the investment of funds standing to the credit of the Transaction Account or guarantees relating thereto and the net amount expected to be received (expressed as a positive number) or paid (expressed as a negative number) by the Issuer under the Basis Hedge Agreement or such other hedging arrangements in each case during the Interest Period in which the date of calculation falls;

X is the number of days in that Interest Period;

and expressed as a percentage.

3. The shortfall is:

$$(M - A) \times (M_0 + M_1 + M_2 \dots + M_x) \times \frac{X}{365^*}$$

where M is the Minimum Mortgage Rate referred to above **provided that** if the result of the foregoing calculation would be a negative number the shortfall shall be zero; and

where the other symbols are as indicated in paragraph 2 above.

* or 366 in a leap year

SCHEDULE 4
POTENTIAL INTEREST SHORTFALL AMOUNT

The Potential Interest Shortfall Amount on any Principal Determination Date shall be calculated as follows (unless the result of such calculation would be a negative number in which event the Potential Interest Shortfall Amount on such Principal Determination Date shall be zero):

$$P = A + B + C - (D + E + F + G + H)$$

where:

- P is the Potential Interest Shortfall Amount;
- A is the GBP Equivalent amount of interest due and overdue on the Class A Notes on the next Interest Payment Date;
- B is the aggregate of all amounts (not included within A above) which are referred to in clauses 6.1.2(a), (b) and (c) of the Deed of Charge and which are payable on the next Interest Payment Date together with any amount which is referred to in clause 6.1.2(f) of the Deed of Charge and which is payable on such next Interest Payment Date;
- C is the aggregate amount (not included within A and B above) of any payments to third parties expected to be made debiting the Revenue Ledger (in priority to any of the amounts referred to in A and B above) pursuant to clause 6.1.1 of the Deed of Charge on or before the next Interest Payment Date;
- D is the balance standing to the credit of the Revenue Ledger on such Principal Determination Date;
- E is the amount of income expected to arise from any Authorised Investments on or before the next Interest Payment Date;
- F is the amount then standing to the credit of the Shortfall Fund and the First Loss Fund;
- G is the aggregate amount of interest payable on or before the next Interest Payment Date by those Borrowers who paid the amount due from them on the most recent Mortgage Payment Date; and
- H is the aggregate of the amount receivable by the Issuer under all Cap Agreements and Cap Guarantees or any other hedging arrangements entered into by the Issuer or guarantees relating thereto plus the amount receivable (expressed as a positive number) under the Basis Hedge Agreement or such other hedging arrangement in each case on or before the next Interest Payment Date.

SCHEDULE 5
FORM OF POWER OF ATTORNEY OF THE ISSUER

THIS DEED OF POWER OF ATTORNEY is made and given on 26 May 2004 whereby **PARAGON MORTGAGES (NO.7) PLC** (registered number 4513170) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Issuer**") **HEREBY APPOINTS** each Attorney severally and separately to be the true and lawful attorney of the Issuer for the purposes and on the terms hereinafter set forth. In this Deed, "**Attorney**" means each of **PARAGON FINANCE PLC** whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ and **MORTGAGE TRUST SERVICES PLC** whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ.

NOW THIS DEED WITNESSETH

1. The Issuer **HEREBY APPOINTS** each Attorney severally and separately as its true and lawful Attorney:
 - (A) to execute under hand or seal any instrument necessary or expedient to discharge, vacate or release:
 - (i) any and every mortgage, charge or Standard Security assigned or transferred to the Issuer by Paragon Mortgages Limited and Arianty No.1 plc (each a "**Seller**") under a mortgage sale agreement dated the same date as this Power of Attorney (the "**Mortgage Sale Agreement**") between each Seller, each Originator, the Warehouse, the Issuer and Citicorp Trustee Company Limited (the "**Trustee**"); and
 - (ii) any and every mortgage, Standard Security or charge over real or heritable or personal or moveable property now or in the future assigned or transferred to the Issuer by each Seller(such mortgages, Standard Securities, charges, sub-mortgages or sub-charges to be known together as the "**Charges**"), in such form as the relevant Attorney shall consider appropriate;
 - (B) to execute under hand or under seal or otherwise perfect any deed, assurance, agreement, instrument or act which may be required by a mortgagor, registered proprietor or registered owner of land charged by way of legal mortgage, charge or Standard Security to the Issuer or which properly should be re-transferred by the Issuer to the relevant Originator or which may be reasonably required by the relevant Originator in respect of any Cap Agreement or Cap Guarantee or the Basis Hedge Agreement (each as defined in the administration agreement dated the same date as this Power of Attorney (the "**Administration Agreement**") between, among others, the Attorney, the Issuer, the Sellers, the Originators and the Trustee) or any other hedging arrangement to be transferred by the Issuer to each Originator, in each case as the Attorney shall consider necessary and proper;
 - (C) during any period while no application for registration or recording at H.M. Land Registry or the Land Registry of Northern Ireland or the Registry of Deeds of Northern Ireland or the Registers of Scotland (as the case may

require) of the Trustee as proprietor, owner or heritable creditor of a Charge is outstanding following the valid service of a Protection Notice on the Issuer:

- (i) to exercise its rights powers and discretions under the Charge (including the right to fix the rate of interest payable under the Charge and to calculate the Monthly Payments or Monthly Payments (as the case may be) of interest and principal payable by Borrowers in respect of Repayment Mortgages) and any collateral security therefor and any related rights;
- (ii) to make further advances to Borrowers in circumstances where a Borrower is entitled to receive a further advance under the Mortgage Conditions;
- (iii) to demand, sue for and receive all moneys due or payable under the Charge or any such collateral security or related rights (including rights under the Insurance Contracts); and
- (iv) upon payment of such moneys or of any part thereof to give good receipts and discharges for the same and to execute such receipts releases re-assignments surrenders instruments and deeds as may be requisite or advisable.

2. The Issuer **DECLARES THAT**:

- (A) this Power of Attorney shall continue in force until notice of the revocation of such Power shall have been received by each Attorney; and
- (B) it will ratify and confirm any act done by each Attorney in exercise of this Power of Attorney,

provided however that save in respect of the power contained in paragraph 1(C) hereof, for the avoidance of doubt, this Power of Attorney shall not authorise the Attorney to sell any of the Charges.

Words and expressions not otherwise defined in this Power of Attorney shall bear the meaning ascribed to them in the Mortgage Sale Agreement and the Administration Agreement.

This Power of Attorney is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF these presents have been executed as a deed the day and year first before written.

EXECUTED by:
as its DEED as follows:
SIGNED for and on its behalf by one of its
duly authorised attorneys

PARAGON MORTGAGES (NO.7) PLC

By:
Title: Attorney
Name:

Signature:
Witness

Name
Occupation
Address

SCHEDULE 6
FORM OF TRUSTEE'S POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is given on 26 May 2004 by **CITICORP TRUSTEE COMPANY LIMITED** whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**") in favour of each Attorney severally and separately. In this Deed, "**Attorney**" means each of **PARAGON FINANCE PLC** and **MORTGAGE TRUST SERVICES PLC** whose registered offices are at 51 Homer Road, Solihull, West Midlands B91 3QJ.

- (A) By a mortgage sale agreement (the "**Mortgage Sale Agreement**") dated the same date as this Power of Attorney and made between, among others, Paragon Mortgages Limited, ("**PML**"), Arianty No.1 plc (together with PML, the "**Sellers**") Paragon Mortgages (No.7) PLC (the "**Issuer**") and the Trustee the Issuer agreed to purchase certain Mortgages beneficially owned by the Sellers in accordance with the terms of the Mortgage Sale Agreement.
- (B) By an administration agreement (the "**Administration Agreement**") dated the same date as this Power of Attorney and made between each Attorney, the Issuer, the Sellers, the Originators and the Trustee, the Trustee and the Issuer each agreed (according to their respective estates and interests) to appoint each Attorney as its lawful agent in its name and on its behalf to provide administration services to the Issuer in relation to the Mortgages and, where relevant, collateral security therefor, and to exercise the rights, powers and discretions and to perform the duties and obligations of the Issuer in respect of the Mortgages and, where relevant, the collateral security.
- (C) Pursuant to the Mortgage Sale Agreement and for the better performance of its obligations under the Administration Agreement, the Trust Deed and the Deed of Charge (each as defined in the Administration Agreement) and at the request of the Attorney the Trustee has agreed to enter into these presents for the purposes hereinafter appearing.

NOW THIS DEED WITNESSETH that the Trustee **HEREBY APPOINTS** each Attorney severally and separately to be its true and lawful attorney for it and in its name to do any of the following acts, deeds and things or any of them as may be within the power of the Trustee under or pursuant to the Trust Deed and the Deed of Charge:

1. To exercise its rights powers and discretions in respect of the Mortgages, including without limitation any right to fix the rate or rates of interest payable under the said Mortgages and to calculate the Monthly Payments of interest and principal payable by Borrowers in respect of Repayment Mortgages, and, where relevant, in respect of the collateral security therefor and any related rights.
2. To exercise all the powers exercisable by the Trustee by reason of it being the registered sub-proprietor or sub-creditor of a sub-charge or sub-security of any of the Mortgages over the grantee's interest under any Mortgage.
3. To demand sue for and receive all moneys due or payable under or in respect of the Mortgages or any collateral security therefor or under or in respect of any Cap Agreement or Cap Guarantee or any Hedge Agreement (each as defined in the

Administration Agreement) or any other hedging arrangement in which it has an interest or in respect of any rights related to any of the aforesaid (including rights under the Insurance Contracts).

- 4. Upon payment of such moneys as are referred to in paragraph 3 above or of any part thereof to give good receipts and discharges for the same and to execute such receipts, releases, re-assignments, retrocessions, surrenders, instruments and deeds as may be requisite or advisable.
- 5. From time to time and upon notification to the Trustee to substitute and appoint severally one or more attorneys (the "**Substitute Attorneys**") for all or any of the purposes aforesaid,

provided however that for the avoidance of doubt this Power of Attorney shall not authorise each Attorney or any Substitute Attorney to sell, transfer, assign, sub-charge or create any security interest over any of the Mortgages or collateral security or any Cap Agreement or Cap Guarantee or any Hedge Agreement or any other hedging arrangement other than as contemplated by the Mortgage Sale Agreement the Trust Deed and the Deed of Charge

AND the Trustee hereby agrees at all times hereafter to ratify and confirm any act, matter or deed whatsoever each Attorney or any Substitute Attorney shall lawfully do or cause to be done under or concerning these presents to the extent that such act or acts and execution are within the power of the Trustee and within the contemplation of this Power of Attorney.

Words and expressions not otherwise defined in this Power of Attorney shall bear the meaning ascribed to them in the Mortgage Sale Agreement and the Administration Agreement.

This Power of Attorney is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF these presents have been executed as a deed this day and year first before written.

EXECUTED as a DEED by:
acting by:

**CITICORP TRUSTEE COMPANY
LIMITED**

By
Title: Director
Name:

By
Title: Director/ Secretary
Name:

SCHEDULE 7
CONTENTS OF INVESTOR REPORT

1. Any changes in rate or rates of interest chargeable to Borrowers.
2. Retained Pre-Closing Accounts and Arrears that have been paid to the relevant Seller during the Collection Period.
3. The aggregate amount that has been received by the Issuer in respect of the Purchased Pre-Closing Accruals and Arrears.
4. The aggregate amount of principal received in connection with the Mortgages redeemed in whole or in part during the Collection Period.
5. Mandatory Further Advances made in aggregate between the Closing Date and the end of the Collection Period.
6. Discretionary Further Advances made in aggregate between the Closing Date and the end of the Collection Period.
7. Discretionary Further Advances made during the Collection Period.
8. Enforcement Procedures in progress as at the end of the Collection Period.
9. Enforcement Procedures completed as at the end of the Collection Period.
10. Mortgages repurchased by the relevant Seller pursuant to Clauses 8.6 or 8.7 of the Mortgage Sale Agreement.
11. Balance of the Principal Deficiency Ledger.
12. Balance of the First Loss Fund.
13. Non-Verified Mortgages sold into the Pool.
14. Quarterly redemption rate for the Collection Period and the lifetime redemption rate.
15. Expenses paid in the Interest Period.
16. Number and aggregate or principal amount of all Mortgages respectively 30, 60 and 90 days in arrears at the end of each Collection Period.
17. Gross and new losses incurred in respect of Mortgages in respect of which Enforcement Procedures have been completed during such preceding Collection Period.

SCHEDULE 8
DETERMINATIONS AND RECONCILIATIONS

1. In respect of any Determination Period the Administrators shall:
 - (a) determine the Interest Determination Ratio by reference to the Administrator Reports in respect of the three most recent Collection Periods (or, where such Administrator Reports are not available, all previous Administrator Reports received in the preceding Collection Periods);
 - (b) calculate the Revenue Receipts for such Determination Period as the product of: (i) the Interest Determination Ratio; and (ii) all payments received by the Issuer during such Determination Period; and
 - (c) calculate the Principal Receipts for such Determination Period as the product of: (i) 1 minus the Interest Determination Ratio; and (ii) all payments received by the Issuer during such Determination Period.
2. Following any Determination Period, upon delivery of the Administrator Reports in respect of such Determination Period, the Administrators shall reconcile the calculations made in accordance with paragraph 1(b) above to the actual collections set out in the Administrator Reports as follows:
 - (a) if the Reconciliation Amount is a positive number, the Administrators shall on the immediately following Interest Payment Date pay or provide for such amount by allocating amounts standing to the credit of the Revenue Ledger as Available Principal; and
 - (b) if the Reconciliation Amount is a negative number, the Administrators shall on the immediately following Interest Payment Date pay or provide for such amount by allocating amounts standing to the credit of the Principal Ledger as Available Revenue.
3. If amounts standing to credit of the Revenue Ledger or Principal Ledger, as the case may be, are insufficient to pay or provide for the applicable Reconciliation Amount in full on the relevant Interest Payment Date the Administrators shall reallocate amounts standing to the credit of the Revenue Ledger or Principal Ledger (as applicable) in accordance with paragraph 2(a) or 2(b) respectively in respect of each subsequent Collection Period (to be applied accordingly on the immediately following Interest Payment Date) until such Reconciliation Amount is paid or provided for in full; and
4. If the Administrators are required to provide for a Reconciliation Amount in determining Available Revenue and Available Principal in respect of any Interest Payment Date, the Administrators shall pay or provide for such Reconciliation Amount in accordance with the terms of the Administration Agreement and the Administrators shall promptly notify the Issuer and the Trustee of such Reconciliation Amount.

In this Schedule 8 (*Determinations and Reconciliations*):

"Administrator Report" means a report to be provided by PFPLC in respect of each Collection Period in accordance with the terms of the Administration Agreement;

"Available Revenue" means the moneys standing to the credit of the Transaction Account and representing the credit balance on the Revenue Ledger;

"Available Principal" means the moneys standing to the credit of the Transaction Account and representing the credit balance on the Principal Ledger

"Interest Determination Ratio" means: (i) the aggregate Revenue Receipts calculated in the three preceding Administrator Reports (or such smaller number of preceding Administrator Reports as may be available on the date the Interest Determination Ratio is calculated); divided by (ii) the aggregate of the Revenue Receipts and the Principal Receipts calculated in such Administrator Reports;

"Principal Receipts" means, in relation to a Collection Period, the amount credited (or in relation to a Determination Period, the actual amount that should have been credited) to the Principal Ledger for such Collection Period;

"Reconciliation Amount" means in respect of a Determination Period: (i) the actual Principal Receipts as determined in accordance with the available Administrator Reports; less (ii) the Principal Receipts in respect of such Determination Period, determined in accordance with paragraph 1(c) above; and

"Revenue Receipts" means, in relation to a Collection Period, the amount credited (or in relation to a Determination Period, the actual amount that should have been credited) to the Revenue Ledger for such Collection Period.

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

The Issuer

Executed by: **PARAGON MORTGAGES (NO. 7) PLC**

as its deed as follows:

Signed for and on its behalf by one of its directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

An Administrator

Executed by: **PARAGON FINANCE PLC**

as its deed as follows:

Signed for and on its behalf by one of its directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

An Administrator

Executed by:

MORTGAGE TRUST SERVICES PLC

as its deed as follows:

Signed for and on its behalf by one of its directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

The Trustee

Executed by:

**CITICORP TRUSTEE COMPANY
LIMITED**

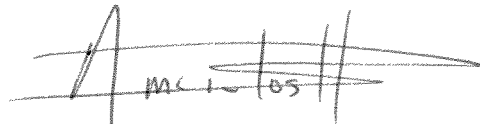
as its deed as follows:

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

By:

Name:

Title:



**Andrew McIntosh
Vice President
Citibank N.A.
25 Canada Square
Canary Wharf
London E14 5LB**

Witness

Signature:

Name:

Occupation:

Address:



Adam Wood

Trainee Solicitor

10 Upper Bank Street, London, E14 5SS.

As PML, Seller and Originator

Executed by:

PARAGON MORTGAGES LIMITED

as its deed as follows:

Signed for and on its behalf by one of its
directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

An Originator

Executed by:

MORTGAGE TRUST LIMITED

as its deed as follows:

Signed for and on its behalf by one of its
directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

A Seller

Executed by:

ARIANTY NO.1 PLC

as its deed as follows:

Signed for and on its behalf by one of its
directors

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:

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

The Issuer

Executed by:

PARAGON MORTGAGES (NO. 7) PLC

as its deed as follows:

Signed for and on its behalf by one of its directors

By:



Name: J.G. GEMMELL

Title: DIRECTOR

Witness

Signature:



Name: A.J. KITCHING

Occupation: COMPLIANCE MGR

Address: 51 HOMER ROAD,
SOLIHULL B91 3QJ

An Administrator

Executed by:

PARAGON FINANCE PLC

as its deed as follows:

Signed for and on its behalf by one of its directors

By:



Name: J.G. GEMMELL

Title: DIRECTOR

Witness

Signature:



Name: A.J. KITCHING

Occupation: COMPLIANCE MANAGER

Address: 51 HOMER ROAD
SOLIHULL B91 3QJ

An Administrator

Executed by:

MORTGAGE TRUST SERVICES PLC

as its deed as follows:

Signed for and on its behalf by one of its directors

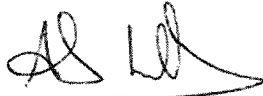
By:

Name: J.G. GEMMELL

Title: DIRECTOR

Witness

Signature:



Name:

A.J. KITCHING

Occupation:

COMPLIANCE MGR

Address:

51 HOMER ROAD
SOLIHULL B91 3QJ

The Trustee

Executed by:

**CITICORP TRUSTEE COMPANY
LIMITED**

as its deed as follows:

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

By:

Name:

Title:

Witness

Signature:

Name:

Occupation:

Address:


As PML, Seller and Originator

Executed by:

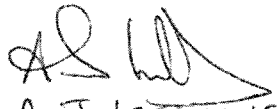
PARAGON MORTGAGES LIMITED

as its deed as follows:

Signed for and on its behalf by one of its directors

By: 
Name: J.G. GEMMELL
Title: DIRECTOR

Witness

Signature: 
Name: A.J. KITCHING
Occupation: COMPLIANCE MGR
Address: 51 HOMER ROAD,
SOLIHULL B91 3QJ


An Originator

Executed by:

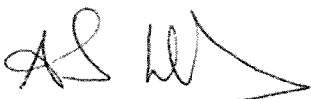
MORTGAGE TRUST LIMITED

as its deed as follows:

Signed for and on its behalf by one of its directors

By: 
Name: J.G. GEMMELL
Title: DIRECTOR

Witness

Signature: 
Name: A.J. KITCHING
Occupation: COMPLIANCE MGR
Address: 51 HOMER ROAD,
SOLIHULL B91 3QJ


A Seller

Executed by:

ARIANTY NO.1 PLC


as its deed as follows:

Signed for and on its behalf by one of its directors

By: 
Name: R A SKELTON
Title: DIRECTOR

Witness

Signature:



Name: A. J. KITCHING

Occupation: COMPLIANCE MGR

Address: 51 HORNER ROAD

SOUTHALL B91 3QJ