

MG01

Particulars of a mortgage or charge

109105/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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08/02/2013

#18

COMPANIES HOUSE

1

Company details

Company number

4 5 1 3 1 7 2

Company name in full

Paragon Mortgages (No 8) PLC

(the "Issuer")

2

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

3 0 0 1 2 0 1 3

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

The first supplemental deed of charge dated 30 January 2013 relating to
the deed of charge dated 27 October 2004 (the "**First Supplemental Deed of
Charge**") entered into between the parties listed in Schedule 1 of the
continuation pages for section 4

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

For details of the Amount Secured, see Schedule 2
of the continuation pages to this section

For definitions, see Schedule 3 of the continuation
pages to this section

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Citicorp Trustee Company Limited (the "Trustee")	
Address	(for itself and as trustee for the other Secured Parties); Citigroup Centre, 14th Floor, London	
Postcode	E 1 4 5 L B	
Name		
Address		
Postcode		

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>A conveyance, transfer and assignment with full title guarantee by way of first fixed security to the Trustee of all of the Issuer's rights, title, interest and benefit present and future in, under and pursuant to the Substitute Administrator Facilitator Agreement including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof</p> <p>For definitions, see Schedule 3 of the continuation pages to section 4</p>	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Adam Wood

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☐ [x] You have signed the form
- ☐ [x] You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

SCHEDULE 1

The First Supplemental Deed of Charge between:

- a) the Issuer,
- b) the Trustee,
- c) Paragon Finance PLC ("**PFPLC**", the "**Issue Services Provider**", an "**Administrator**", which expression includes any substitute administrator, and the "**Subordinated Lender**");
- d) Paragon Mortgages Limited ("**PML**", a "**Seller**", and an "**Originator**");
- e) Mortgage Trust Services plc ("**MTS**", and an "**Administrator**", and together with PFPLC the "**Administrators**"),
- f) Mortgage Trust Limited ("**MTL**" as an "**Originator**" and together with PML the "**Originators**"),
- g) Arianty (No 1) PLC ("**Arianty**", a "**Seller**" and together with PML the "**Sellers**"),
- h) Homeloan Management Limited ("**HML**" and the "**Substitute Administrator**");
- i) HSBC Bank plc (the "**Currency Swap Provider**" which expression includes each replacement currency swap provider under any of the Currency Swap Agreements);
- j) Barclays Bank PLC (the "**Flexible Drawing Facility Provider**");
- k) JP Morgan Chase Bank, National Association (the "**Basis Hedge Provider**" which expression includes each replacement basis hedge provider); and
- l) Structured Finance Management Limited (the "**Substitute Administrator Facilitator**")

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p style="text-align: center;"><u>SCHEDULE 2</u></p> <p>The "Secured Amounts" being the monies and liabilities which the Issuer covenants and undertakes in the Deed of Charge to pay or discharge including, without limitation, all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer:</p> <ul style="list-style-type: none"> a) to or to the order of the Trustee and/or any Receiver under the Deed of Charge, the Trust Deed and the Conditions at the times and in the manner provided the Deed of Charge or therein, b) under or in respect of the Notes, c) to the Trustee on any account whatsoever, whether as principal or surety and whether or not jointly with another, d) to the Administrator (in its capacity as such) under the Administration Agreement or any other similar agreement or the Substitute Administrator Agreement or the Deed of Charge or any agreement with the Administrator referred to in Clause 6.1.2(q) of the Deed of Charge (as supplemented by the First Supplemental Deed of Charge) on any account whatsoever, whether as principal or surety and whether or not jointly with another, e) to PFPLC (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as Administrator or in its capacity as a holder of Notes) under the Services Letter, any agreement with PFPLC referred to in Clause 6.1.2(q) of the Deed of Charge (as supplemented by the First Supplemental Deed of Charge) on any account whatsoever, whether as principal or surety and whether or not jointly with another; f) to each Seller (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a holder of Notes) under the Mortgage Sale Agreement, the Administration Agreement or the Deed of Charge; g) to the Basis Hedge Provider (in its capacity as Basis Hedge Provider only) under the Basis Hedge Agreement or the Deed of Charge; h) to the Substitute Administrator (in its capacity as administrator of last resort only, and not for the avoidance of doubt in its capacity as Administrator) under the Substitute Administrator Agreement or the Deed of Charge, i) to the Subordinated Lender and any Additional Subordinated Lender under the Subordinated Loan Agreement or the Deed of Charge, j) to the Issue Services Provider under the Fee Letter or the Deed of Charge; k) to the Currency Swap Provider under any Currency Swap Agreement or the Deed of Charge, l) to the Permitted Basis Hedge Provider under any Permitted Basis Hedge 	

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4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	Agreement or the Deed of Charge.	

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

SCHEDULE 3

Definitions:

In this MG01:

"Additional Subordinated Lender" means a person (other than Paragon Finance PLC) from whom the Issuer may borrow pursuant to the Subordinated Loan Agreement, as contemplated by the proviso to Clause 11.2 to the Deed of Charge and which has undertaken in a manner and form satisfactory to the Trustee to be bound by the Deed of Charge as if it had originally been a party thereto;

"Administration Agreement" means the Administration Agreement dated the Closing Date between the Administrator, PML, MTL, Arianty, the Issuer and the Trustee and any other agreement for the time being in force to which the Trustee is a party appointing another Administrator, all as from time to time supplemented or modified in accordance with the provisions contained in the Deed of Charge and in the Administration Agreement (and most recently amended on 30 January 2013);

"Basis Hedge Agreement" means the interest rate exchange agreement entered into by the Issuer and the Basis Hedge Provider dated the Closing Date and any confirmations entered into pursuant thereto, as modified, novated, supplemented, or replaced from time to time,

"Class A Notes" means, as the context may require, the GBP50,000,000 Class A1a Notes due 2035 (the **"Class A1a Notes"**), EUR330,000,000 Class A1b Notes due 2035 (the **"Class A1b Notes"**), GBP305,000,000 Class A2a Notes due 2035 (the **"Class A2a Notes"**) and EUR453,000,000 Class A2b Notes due 2035 (the **"Class A2b Notes"**) of the Issuer constituted under the Trust Deed,

"Class B Notes" means, as the context may require, the GBP65,000,000 Class B1 a Notes due 2044 (the **"Class B1a Notes"**) and EUR50,000,000 Class B1 b Notes due 2044 (the **"Class B1 b Notes"**) of the Issuer constituted under the Trust Deed;

"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;

"Closing Date" means 27 October 2004,

"Currency Swap Agreements" means the ISDA master agreements entered into between the Issuer, the Currency Swap Provider and the Trustee on the Closing Date in relation to the Class A1b Notes, Class A2b Notes and Class B1b Notes, respectively together with, in each case, the schedule, each confirmation and each credit support annex or other credit support documents relating thereto and includes any additional and/or replacement agreements or documents entered into by the relevant parties from time to time in connection with those Notes;

"Deed of Charge" means a deed dated on 27 October 2004 between, amongst others, the Issuer, the Trustee, PFPLC, PML, MTS, MTL, the Substitute Administrator, Arianty No 1 PLC, Barclays Bank PLC, JPMorgan Chase Bank,

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Amount secured	<p>N.A and HSBC Bank PLC, as supplemented by the First Supplemental Deed of Charge;</p> <p>"Fee Letter" means the agreement dated the Closing Date 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;</p> <p>"Hedge Providers" means each Currency Swap Provider, the Basis Hedge Provider, each Permitted Basis Hedge Provider and each other provider of interest rate and/or currency hedging to the Issuer under any other hedging agreement entered into by the Issuer from time to time;</p> <p>"Mortgage Sale Agreement" means the agreement dated the Closing Date between PML, Paragon Second Funding Limited, MTL, MTS, PFPLC, the Issuer and the Trustee, whereby the Issuer acquired or is to acquire the Mortgages, as from time to time supplemented or modified;</p> <p>"Mortgages" or "mortgage" means the Mortgages sold by PML and Arianty to the Issuer on the Closing Date and the Non-Verified Mortgages and any other Mortgages which are from time to time beneficially owned by the Issuer (whether or not purchased pursuant to the Mortgage Sale Agreement);</p> <p>"Non-Verified Mortgages" means Mortgages purchased by the Issuer after the Closing Date pursuant to certain provisions of the Mortgage Sale Agreement,</p> <p>"Notes" means the Class A Notes and the Class B Notes or any of them, as the case may be;</p> <p>"Permitted Basis Hedge Agreement" means an ISDA master agreement thereto entered into between the Issuer, a Permitted Basis Hedge Provider and the Trustee, together with the schedule, each confirmation and each credit support annex or other credit support documents relating thereto, pursuant to which the Issuer enters into hedging arrangements pursuant to Clause 4.10 2(c) of the Administration Agreement but only to the extent permitted by Clause 12(X) of the Trust Deed, and shall include any additional and/or replacement basis hedging agreements or documents entered into by the relevant parties from time to time in connection with those Notes,</p> <p>"Permitted Basis Hedge Provider" means a bank or financial institution which has entered into hedging arrangements with the Issuer and which on the date of entering into such arrangements</p> <p>(A) has a rating for its long-term or short-term debt obligations sufficient to maintain the then ratings of the Class A Notes and the Class B Notes (unless such arrangements are guaranteed by a guarantor of appropriate credit rating or other arrangements are entered into at the time which are sufficient to maintain the then ratings of the Class A Notes and the Class B Notes); and</p> <p>(B) has entered into a deed supplemental to the Deed of Charge in form and substance satisfactory to the Trustee agreeing to be bound by the terms of the Deed of Charge on the same terms as the Basis Hedge Provider,</p> <p>"receiver" includes a manager, and also a receiver and manager and an administrative receiver,</p>

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Receiver" means a receiver, manager, receiver or manager or administrative receiver appointed under the Deed of Charge or pursuant to statutory powers, and includes more than one such receiver and any substituted receiver;

"Secured Parties" means the Trustee, the holders of the Notes, any Receiver, the Administrator, the Subordinated Lender, each Additional Subordinated Lender, the Issue Services Provider, the Substitute Administrator, the Flexible Drawing Facility Provider, each Hedge Provider, each Seller, each Originator and PFPLC,

"Services Letter" means the services letter dated the Closing Date and made between the Issuer and PFPLC (in its capacity as Administrator),

"Subordinated Loan Agreement" means the agreement dated the Closing Date between the Subordinated Lender, the Issuer and the Trustee relating to the provision of a loan facility by the Subordinated Lender to the Issuer, as may be modified, novated, supplemented or replaced from time to time;

"Substitute Administrator Agreement" means the Substitute Administrator Agreement dated on the Closing Date between, among others, the Administrator, the Issuer, the Trustee and the Substitute Administrator, as from time to time varied, supplemented or modified in accordance with its terms and the Deed of Charge, and as most recently modified on 30 January 2013;

"Substitute Administrator Facilitator Agreement" means the substitute administrator facilitator agreement dated on 30 January 2013 and made between the Issuer, the Trustee and the Substitute Administrator Facilitator, as may be modified, novated, supplemented or replaced from time to time, and

"Trust Deed" means the Trust Deed made on the Closing Date between the Issuer and the Trustee constituting the Notes, together with the schedules thereto, and any document supplemental thereto and the schedules (if any) thereto, all as may from time to time be varied in accordance with the provisions contained therein, and most recently modified on 30 January 2013.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4513172
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST SUPPLEMENTAL DEED OF
CHARGE DATED 30 JANUARY 2013 AND CREATED BY
PARAGON MORTGAGES (NO.8) PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CITICORP TRUSTEE COMPANY LIMITED (THE TRUSTEE) (FOR
ITSELF AND AS TRUSTEE FOR THE OTHER SECURED PARTIES)
AND/OR ANY RECEIVER ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 8 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2013

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**