

MG01

Particulars of a mortgage or charge



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

#22

COMPANIES HOUSE

**1** Company details

Company number 5 3 8 6 9 2 4  
Company name in full Paragon Mortgages (No 12) 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 d3 d0 m0 m1 y2 y0 y1 y3

**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 20 July 2006 (the "**First Supplemental Deed of  
Charge**") entered into between the parties listed in Schedule 1 of the  
continuation pages to section 4

**4** 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

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### 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

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### 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

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

For definitions, see Schedule 3 of the continuation pages to section 4

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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

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### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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 1

The First Supplemental Deed of Charge between:

- (i) the Issuer;
- (ii) the Trustee,
- (iii) Paragon Finance PLC ("**PFPLC**", the "**Issue Services Provider**", an "**Administrator**", which expression includes any substitute administrator; and a "**Subordinated Lender**");
- (iv) Paragon Mortgages Limited ("**PML**"; a "**Seller**"; and an "**Originator**");
- (v) Mortgage Trust Services plc ("**MTS**"; a "**Subordinated Lender**", and together with PFPLC the "**Subordinated Lenders**", an "**Administrator**", and together with PFPLC the "**Administrators**" which expression includes any substitute administrator, and a "**Seller**", and together with PML, the "**Sellers**");
- (vi) Mortgage Trust Limited ("**MTL**" and an "**Originator**", and together with PML the "**Originators**"),
- (vii) Homeloan Management Limited ("**HML**", and the "**Substitute Administrator**");
- (viii) Barclays Bank PLC (the "**Currency Swap Provider**" which expression includes each replacement currency swap provider under any of the Currency Swap Agreements; the "**Flexible Drawing Facility Provider**" (if required); and the "**Remarketing Agent**"),
- (ix) JP Morgan Chase Bank, National Association and Royal Bank of Scotland plc (formerly ABN Amro Bank N V., London Branch) (each a "**Basis Hedge Provider**" and together, the "**Basis Hedge Providers**", which expression includes each replacement basis hedge provider under the Basis Hedge Agreement);
- (x) Sheffield Receivables Corporation (the "**A1 Note Conditional Purchaser**"),
- (xi) Citibank, N A , London Branch (the "**Tender Agent**"; the "**Principal Paying Agent**", the "**Reference Agent**"; and the "**Registrar**", and together with the U.S Paying Agent the "**Agents**"),
- (xii) Citibank, N A., New York Branch (the "**US Paying Agent**" and together with the Principal Paying Agent the "**Paying Agents**"), and
- (xiii) 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 "<b>Secured Amounts</b>" 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"> <li>(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 herein or therein;</li> <li>(b) under or in respect of the Notes,</li> <li>(c) to the Trustee on any account whatsoever, whether as principal or surety and whether or not jointly with another,</li> <li>(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 (r) 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;</li> <li>(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 Noteholder), under any agreement with PFPLC referred to in Clause 6.1.2 (r) 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,</li> <li>(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 Noteholder) under the Mortgage Sale Agreement, the Administration Agreement or the Deed of Charge,</li> <li>(g) to the Basis Hedge Providers (in their capacity as Basis Hedge Providers only) under the Basis Hedge Agreement or the Deed of Charge,</li> <li>(h) to the Substitute Administrator (in its capacity as administrator of last resort only) under the Substitute Administrator Agreement or the Deed of Charge;</li> <li>(i) to each Subordinated Lender and any Additional Subordinated Lender under the Subordinated Loan Agreement or the Deed of Charge,</li> <li>(j) to the Issue Services Provider under the Fee Letter or the Deed of Charge,</li> <li>(k) to the Currency Swap Provider under any Currency Swap Agreement or the</li> </ul>

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### Amount secured

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

Amount secured

Deed of Charge,

- (l) to the Flexible Drawing Facility Provider (if any) under the Flexible Drawing Facility Agreement (to the extent entered into by the Issuer) or the Deed of Charge
- (m) to each Agent under the Agency Agreement or the Deed of Charge;
- (n) to the A1 Note Conditional Purchaser under the A1 Note Conditional Purchase Agreement or the Deed of Charge,
- (o) to the Remarketing Agent under the Remarketing Agreement or the Deed of Charge;
- (p) to the Tender Agent under the Remarketing 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 form MG01

**"A1 Note Conditional Purchase Agreement"** means the agreement entered into on or around 20 July 2006 between, among others, the Issuer and the A1 Note Conditional Purchasers, as modified, novated, supplemented or replaced from time to time;

**"Additional Subordinated Lender"** means a person (other than either PFPLC or MTS (in its capacity as Subordinated Lender)) from whom the Issuer may borrow pursuant to the Subordinated Loan Agreement, as contemplated by the proviso to Clause 11.2 of 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 hereto;

**"Administration Agreement"** means the agreement dated 20 July 2006 between the Administrators, the Issuer, PML, MTL, MTS (in its capacity as Seller) and the Trustee as from time to time varied with the approval of the Trustee (and most recently amended on 30 January 2013) and any agreement to which the Trustee is a party under which a substitute administrator is appointed to render services of the nature referred to in such agreement other than the Substitute Administrator Agreement,

**"Agency Agreement"** means the agency agreement dated 20 July 2006 appointing the initial Registrar, Principal Paying Agent, the U.S. Paying Agent and Reference Agent in respect of the Notes, and any other agreement for the time being in force appointing further or other Registrars, Paying Agents or another Reference Agent in respect of the Notes, or in connection with their duties, the terms of which in each case have been previously approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements;

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

**"Class A Global Notes"** means, the Class A Global Note with respect to each class of the Class A Notes or, as the context may require, with respect to a particular class of Class A Notes;

**"Class A Noteholders"** means the several persons who are for the time being Holders (as defined in Condition 1(d)) of the Class A Notes (irrespective of class) (being, if and to the extent that the Class A Notes are represented by the Definitive Class A Notes, the holders thereof and, if and to the extent that the Class A Notes are represented by the Class A Global Notes, the persons for the time being shown in the records of DTC, Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Clearstream, Luxembourg) as being holders of the Class A Notes) in which regard any certificate or other document issued by DTC, Clearstream, Luxembourg or Euroclear as to the principal amount of Class A Notes



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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>standing to the account of any person shall be conclusive and binding for all purposes from the Closing Date (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Trustee, solely in the holder of the Class A Global Notes in accordance with and subject to their respective terms and the terms of these presents) and the words <b>"holder"</b> and <b>"holders"</b> shall (where appropriate) be construed accordingly;</p> <p><b>"Class A Notes"</b> means, as the context may require:</p> <ul style="list-style-type: none"> <li>a) the \$1,500,000,000 Class A1 mortgage backed floating rate notes due 2038 (the <b>"Class A1 Notes"</b>);</li> <li>b) the £145,000,000 Class A2a mortgage backed floating rate notes due 2038 (the <b>"Class A2a Notes"</b>);</li> <li>c) the €245,000,000 Class A2b mortgage backed floating rate notes due 2038 (the <b>"Class A2b Notes"</b>), and</li> <li>d) the \$311,000,000 Class A2c mortgage backed floating rate notes due 2038 (the <b>"Class A2c Notes"</b>),</li> </ul> <p>hereby constituted or the amount thereof from time to time outstanding or, as the context may require, a specific number thereof and includes the Class A Global Note of each class (or any part thereof) and the Definitive Class A Notes of each class (or any of them);</p> <p><b>"Class B Global Notes"</b> means, the Class B Global Note with respect to each class of the Class B Notes or, as the context may require, with respect to a particular class of Class B Notes,</p> <p><b>"Class B Noteholders"</b> means the several persons who are for the time being Holders (as defined in Condition 1(d)) of the Class B Notes (irrespective of class) (being, if and to the extent that the Class B Notes are represented by the Definitive Class B Notes, the holders thereof and, if and to the extent that the Class B Notes are represented by the Class B Global Notes, the persons for the time being shown in the records of Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Clearstream, Luxembourg) as being holders of the Class B Notes) in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the principal amount of Class B Notes standing to the account of any person shall be conclusive and binding for all purposes from the Closing Date (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Trustee, solely in the holder of the Class B Global Notes in accordance with and subject to their respective terms and the terms of these presents) and the words <b>"holder"</b> and <b>"holders"</b> shall (where appropriate) be construed accordingly;</p> <p><b>"Class B Notes"</b> means, as the context may require:</p> <ul style="list-style-type: none"> <li>a) the £25,000,000 Class B1a mortgage backed floating rate notes due 2038 (the <b>"Class B1a Notes"</b>); and</li> <li>b) the €126,000,000 Class B1b mortgage backed floating rate notes</li> </ul>

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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

due 2038 (the "**Class B1b Notes**"),

hereby constituted or the amount thereof from time to time outstanding or, as the context may require, a specific number thereof and includes the Class B Global Note of each class (or any part thereof) and the Definitive Class B Notes of each class (or any of them);

"**Class C Global Notes**" means, the Class C Global Note with respect to each class of the Class C Notes or, as the context may require, with respect to a particular class of Class C Notes;

"**Class C Noteholders**" means the several persons who are for the time being Holders (as defined in Condition 1(d)) of the Class C Notes (irrespective of class) (being, if and to the extent that the Class C Notes are represented by the Definitive Class C Notes, the holders thereof and, if and to the extent that the Class C Notes are represented by the Class C Global Notes, the persons for the time being shown in the records of Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Clearstream, Luxembourg) as being holders of the Class C Notes) in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the principal amount of Class C Notes standing to the account of any person shall be conclusive and binding for all purposes from the Closing Date (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Trustee, solely in the holder of the Class C Global Notes in accordance with and subject to their respective terms and the terms of these presents) and the words "**holder**" and "**holders**" shall (where appropriate) be construed accordingly,

"**Class C Notes**" means, as the context may require:

- a) the £17,000,000 Class C1a mortgage backed floating rate notes due 2038 (the "**Class C1a Notes**"); and
- b) the €106,000,000 Class C1b mortgage backed floating rate notes due 2038 (the "**Class C1b Notes**"),

hereby constituted or the amount thereof from time to time outstanding or, as the context may require, a specific number thereof and includes the Class C Global Note of each class (or any part thereof) and the Definitive Class C Notes of each class (or any of them);

"**Clearstream, Luxembourg**" means Clearstream Banking, société anonyme, or any successor in business thereto,

"**Closing Date**" means 20 July 2006;

"**Conditions**" means, the Conditions applicable to each class of the Notes in the form set out in schedule 4 to the Trust Deed (but, so long as the Notes of a particular class are represented by the Global Notes of that class, with the deletion therefrom of those provisions which are applicable only to the Definitive Notes of that class), as the same may from time to time be modified in accordance with the Trust Deed and any reference in these presents to a particular numbered Condition shall be construed accordingly,

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Amount secured	<p>"<b>Corporate Mortgages</b>" means mortgages, charges and Standard Securities and the loans secured thereby where the borrower thereunder is a limited liability company;</p> <p>"<b>Currency Swap Agreements</b>" means the Currency Swap A1 Agreement, the Currency Swap A2b Agreement, the Currency Swap B1b Agreement and Currency Swap C1b Agreement,</p> <p>"<b>Currency Swap A1 Agreement</b>" means the ISDA master agreement entered into between the Issuer, the Currency Swap Provider and the Trustee on the Closing Date in relation to the Class A1 Notes together with the schedule, each confirmation and each credit support annex or other credit support documents relating thereto and shall include any additional and/or replacement agreements or documents entered into by the relevant parties from time to time in connection with those Notes;</p> <p>"<b>Currency Swap A2b Agreement</b>" means the ISDA master agreement entered into between the Issuer, the Currency Swap Provider and the Trustee on the Closing Date in relation to the Class A2b Notes together with the schedule, each confirmation and each credit support annex or other credit support documents relating thereto and shall include any additional and/or replacement agreements or documents entered into by the relevant parties from time to time in connection with those Notes;</p> <p>"<b>Currency Swap B1b Agreement</b>" means the ISDA master agreement entered into between the Issuer, the Currency Swap Provider and the Trustee on the Closing Date in relation to the Class B1b Notes together with the schedule, each confirmation and each credit support annex or other credit support documents relating thereto and shall include any additional and/or replacement agreements or documents entered into by the relevant parties from time to time in connection with those Notes;</p> <p>"<b>Currency Swap C1b Agreement</b>" means the ISDA master agreement entered into between the Issuer, the Currency Swap Provider and the Trustee on the Closing Date in relation to the Class C1b Notes together with the schedule, each confirmation and each credit support annex or other credit support documents relating thereto and shall include any additional and/or replacement agreements or documents entered into by the relevant parties from time to time in connection with those Notes;</p> <p>"<b>Deed of Charge</b>" means a deed dated on 20 July 2006 between, amongst others, the Issuer, the Trustee, PFPLC, PML, MTS, MTL, the Substitute Administrator, Barclays Bank PLC, ABN AMRO Bank N.V London Branch (now The Royal Bank of Scotland plc), JPMorgan Chase Bank, N A , Sheffield Receivables Corporation, Citibank, N A , London Branch, and Citibank, N.A , New York Branch, as supplemented by the First Supplemental Deed of Charge;</p> <p>"<b>Definitive Class A Notes</b>" means the notes in definitive registered form to be issued in respect of each class of the Class A Notes or the Class A Notes of a particular class, as the context may require, pursuant to, and in the circumstances specified in, Clause 3 2 of the Trust Deed and includes any replacements for the Definitive Class A Notes of that class issued pursuant to Condition 11;</p> <p>"<b>Definitive Class B Notes</b>" means the notes in definitive registered form to be issued in respect of each class of the Class B Notes or the Class B</p>

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Amount secured	<p>Notes of a particular class, as the context may require, pursuant to, and in the circumstances specified in, Clause 3.2 of the Trust Deed and includes any replacements for the Definitive Class B Notes of that class issued pursuant to Condition 11;</p> <p><b>"Definitive Class C Notes"</b> means the notes in definitive registered form to be issued in respect of each class of the Class C Notes or the Class C Notes of a particular class, as the context may require, pursuant to, and in the circumstances specified in, Clause 3.2 of the Trust Deed and includes any replacements for the Definitive Class C Notes of that class issued pursuant to Condition 11;</p> <p><b>"Definitive Notes"</b> means the Definitive Class A Notes, Definitive Class B Notes and the Definitive Class C Notes or any of them (if any),</p> <p><b>"DTC"</b> means The Depository Trust Company or any successor depositary;</p> <p><b>"English Mortgage"</b> means a Mortgage secured or intended to be secured over residential Property in England or Wales;</p> <p><b>"English Sale Document"</b> means the Mortgage Sale Agreement (in the case of the purchase of the Original Mortgages) and each Non-Verified Mortgage Request (in the case of the purchase of any Non-Verified Mortgages),</p> <p><b>"Euroclear"</b> means Euroclear Bank S A /N V , as operator of the Euroclear System or any successor in business thereto;</p> <p><b>"Fee Letter"</b> means the agreement dated 20 July 2006 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 PFPLC and on behalf of the Issuer and the payment by the Issuer of an arrangement fee to the Issue Services Provider;</p> <p><b>"Flexible Drawing Facility Agreement"</b> means the flexible drawing facility agreement, if required to be entered into by the Rating Agencies, among others, the Trustee, the Issuer and the Flexible Drawing Facility Provider;</p> <p><b>"Further Purchase Date"</b> means, in relation to any sale and purchase of Non-Verified Mortgages, the date on which the sale and purchase is completed subject to, and in accordance with, the terms of the Mortgage Sale Agreement,</p> <p><b>"Global Notes"</b> means the Global Rule 144A Notes and Global Reg S Notes,</p> <p><b>"Global Reg S Note"</b> means the Notes represented by one or more permanent global notes in fully registered form without interest coupons sold to non-US persons outside the United States in reliance of Regulation S of the United States Securities Act 1933;</p> <p><b>"Global Rule 144A Note"</b> means the Notes represented by one or more permanent global notes in fully registered form without interest coupons sold to persons who are qualified institutional buyers in reliance on Rule 144A of the United States Securities Act 1933,</p> <p><b>"Hedge Providers"</b> 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</p>

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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

agreement entered into by the Issuer from time to time;

**"Individual Mortgages"** means mortgages, charges and Standard Securities and the loans secured thereby where the borrower thereunder is an individual;

**"Mortgage Sale Agreement"** means the agreement dated 20 July 2006 between each Seller, each Originator, each Administrator, the Warehouser, the Issuer and the Trustee relating to the sale and purchase of the Mortgages as from time to time varied with the prior written approval of the Trustee;

**"Mortgages"** means the Original Mortgages and Non-Verified Mortgages,

**"Non-Verified Mortgages"** means in relation to PSFL, the Individual Mortgages and Corporate Mortgages (being, in each case, English Mortgages) to be sold by PSFL to PML in the case of PML Mortgages and to MTS in the case of MTL Mortgages and by PML and MTS to the Issuer pursuant to the Mortgage Sale Agreement and brief details of which are to be set out in the annexures to the relevant English Sale Document on the relevant Purchase Date and, in each case, in which PSFL is indicated as being the warehouse company in relation to such English Mortgages,

**"Non-Verified Mortgage Request"** means a letter in substantially the same form as that set out in schedule 13 to the Mortgage Sale Agreement;

**"Northern Irish Mortgage"** means a Mortgage secured or intended to be secured over residential Property in Northern Ireland,

**"Noteholders"** means the Class A Noteholders and/or Class B Noteholders and/or the Class C Noteholders or any of them,

**"Notes"** means the Class A Notes, the Class B Notes and the Class C Notes or any of them, as the case may be;

**"Original Mortgages"** means:

- (a) in relation to PSFL, the Individual Mortgages and Corporate Mortgages to be sold by PSFL to PML and MTS pursuant to the Mortgage Sale Agreement and brief details of which are, in the case of the English Mortgages and the Northern Irish Mortgages, to be set out in Part 1 of the annexures to the Mortgage Sale Agreement and, in the case of the Scottish Mortgages, are to be set out in the Scottish Mortgages Schedule to be delivered by PML and MTS on the Closing Date;
- (b) in relation to MTS, the Individual Mortgages and Corporate Mortgages to be sold by MTS to the Issuer pursuant to the Mortgage Sale Agreement and brief details of which are, in the case of the English Mortgages and Northern Irish Mortgages, to be set out in Part 2 of the annexures to the Mortgage Sale Agreement and, in the case of the Scottish Mortgages, are to be set out in the Scottish Mortgages Schedule to be delivered by MTS on the Closing Date, and
- (c) in relation to PML, the Individual Mortgages and Corporate Mortgages to be sold by PML to the Issuer pursuant to the Mortgage Sale

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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>Agreement and brief details of which are, in the case of English Mortgages, to be set out in Part 1, Part 2 and Part 3 of the annexures to the Mortgage Sale Agreement and, in the case of the Scottish Mortgages, are to be set out in the Scottish Mortgages Schedule to be delivered by PML on the Closing Date;</p> <p><b>"Paying Agents"</b> means the persons (including where the context permits the Principal Paying Agent) initially appointed as Paying Agent by the Issuer pursuant to the Agency Agreement and/or such other or further paying agents in respect of the Notes as may (with the prior written approval of, and on terms previously approved in writing by, the Trustee) from time to time be appointed by the Issuer pursuant to the Agency Agreement and/or such other or further specified offices, (in the former case being within the same city as those for which they are substituted) as may from time to time be nominated, in each case by the Issuer pursuant to the Agency Agreement and (except in the case of the initial Paying Agents) notice of whose appointment or of which nomination has been given to the Noteholders pursuant to Clause 12(M) of the Trust Deed in accordance with Condition 12;</p> <p><b>"Permitted Basis Hedge Provider"</b> 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> <ul style="list-style-type: none"> <li>a) has a rating for its long-term or short-term debt obligations sufficient to maintain the then ratings of the Class A Notes, the Class B Notes and the Class C 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, the Class B Notes and the Class C Notes), and</li> <li>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,</li> </ul> <p><b>"Principal Paying Agent"</b> means Citibank, N.A , London branch at its office at Citigroup Centre, 21<sup>st</sup> Floor, Canada Square, Canary Wharf, London E14 5LB, or such other Principal Paying Agent in respect of the Notes for the time being as may have been appointed as such by the Issuer with the prior written approval of, and on terms previously approved in writing by, the Trustee and (except in the case of the initial Principal Paying Agent) notice of whose appointment has been given to the Noteholders pursuant to Clause 12(M) of the Trust Deed in accordance with Condition 12;</p> <p><b>"Property"</b> means, in relation to each Mortgage, the residential property upon which the relevant loan is secured,</p> <p><b>"PSFL"</b> means Paragon Second Funding Limited,</p> <p><b>"Purchase Date"</b> means:</p> <ul style="list-style-type: none"> <li>a) in relation to the sale and purchase of the Original Mortgages, the Closing Date; and</li> </ul>

# MG01 – continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

b) in relation to any sale and purchase of Non-Verified Mortgages, the relevant Further Purchase Date;

**"receiver"** includes a manager, and also a receiver and manager and an administrative receiver,

**"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;

**"Reference Agent"** means Citibank, N.A., London branch at its office at Citigroup Centre, 21<sup>st</sup> Floor, Canada Square, Canary Wharf, London E14 5LB, or such other Reference Agent in respect of the Notes as may (with the prior approval of, and on terms previously approved in writing by, the Trustee) from time to time be appointed as such by the Issuer and (except in the case of the initial Reference Agent) notice of whose appointment has been given to the Noteholders pursuant to Clause 12(M) of the Trust Deed in accordance with Condition 12,

**"Registrar"** means Citibank, N.A., London Branch;

**"Remarketing Agreement"** means the remarketing agreement entered into on or around 20 July 2006 between, amongst others, the Issuer and the Remarketing Agent, as modified, novated, supplemented or replaced from time to time,

**"Scottish Mortgage"** means a Mortgage secured or intended to be secured over residential Property in Scotland;

**"Scottish Mortgages Schedule"** means a schedule setting out details of the Scottish Mortgages to be delivered on the Closing Date and signed by or on behalf of the parties hereto for the purposes of identification,

**"Secured Parties"** means the Trustee, the Noteholders, any Receiver, the Administrators, each Subordinated Lender, each Additional Subordinated Lender, the Remarketing Agent, the Tender Agent, the A1 Note Conditional Purchasers, the Issue Services Provider, each Agent, the Substitute Administrator, each Hedge Provider, each Seller, each Originator and PFPLC;

**"Standard Security"** means a standard security as defined in Part II of the Conveyancing and Feudal Reform (Scotland) Act 1970;

**"Subordinated Loan Agreement"** means the agreement dated 20 July 2006 between the Subordinated Lenders, the Issuer and the Trustee relating to the provision of a loan facility by the Subordinated Lenders to the Issuer, as modified, novated, supplemented or replaced from time to time;

**"Substitute Administrator Agreement"** means the agreement dated 20 July 2006 between, among others, the Issuer, the Trustee and the Substitute Administrator as may be modified, novated, supplemented or replaced from time to time, and most recently modified on 30 January 2013;

**"Substitute Administrator Facilitator Agreement"** means the substitute administrator facilitator agreement entered 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,

## MG01 – continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

**"Trust Deed"** means the Trust Deed dated 20 July 2006 and made 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,

**"U.S Paying Agent"** means Citibank, N.A , New York branch at its office at 388 Greenwich Street, 14<sup>th</sup> Floor, New York, N Y 10043, USA; and

**"Warehouser"** means PSFL





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5386924  
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. 12) PLC FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
OR TO THE ORDER OF CITICORP TRUSTEE COMPANY LIMITED  
(THE "TRUSTEE") 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

*C/C.*



**Companies House**



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