

**SUPPLEMENTAL DEED OF DECLARATION OF TRUST**

made on

25 January 2007

by

**MORTGAGE TRUST LIMITED**

as a Seller

relating to

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Mortgage Trust Limited's collection accounts  
in respect of Mortgages sold to First Flexible (No.7) PLC  
in connection with a residential mortgage securitisation

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**CONTENTS**

<b>Clause</b>	<b>Page</b>
1. Interpretation .....	1
2. The Trust .....	1
3. Designation as Security Trustee .....	2

**THIS SUPPLEMENTAL DEED OF DECLARATION OF TRUST** is made on 25 January 2007

**BY:**

**MORTGAGE TRUST LIMITED** (registered number 2048895) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE ("**MTL**")

**AND IS SUPPLEMENTAL TO** a deed of declaration of trust made by Mortgage Trust Limited on 29th January 2004 as supplemented and amended in the past and may be amended in the future from time to time (the "**Declaration of Trust**").

**WHEREAS:**

- (A) MTL entered into a declaration of trust dated 29 January 2004 in respect of the RBS Trust Accounts.
- (B) MTL is acting as a title-holder in respect of a further securitisation, which is to close on the date hereof, in respect of which the issuer of the notes being issued and purchaser of certain mortgages being sold in respect of the further securitisation is First Flexible (No.7) PLC (the "**Issuer**") and Paragon Finance PLC ("**PFPLC**") and Mortgage Trust Services PLC have agreed to act as the administrators for the same.
- (C) MTL is desirous of extending the benefit of the trust declared in the Declaration of Trust to the Issuer in respect of the mortgages to be purchased by the Issuer.

**NOW THIS DEED WITNESSETH** as follows:

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

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

- (a) the Issuer shall hereby be appointed as an RBS Trust Accounts Beneficiary under the Declaration of Trust;
- (b) in accordance with the terms of the Declaration of Trust, at any time such proportion of the General Property at such time as the amounts derived from the

assets of the Issuer and standing to the credit of the RBS Trust Accounts shall at such time bear to the General Property at such time, shall, in relation to the Issuer, be its beneficiary's share; and

- (c) the provisions of the Declaration of Trust and the trust declared therein shall apply to the Issuer as they apply to the other RBS Trust Accounts Beneficiaries.

3. Designation as Security Trustee

MTL hereby designates Citicorp Trustee Company Limited acting through its principal London office at Citigroup Centre, 14th Floor, Canada Square, Canary Wharf, London E14 5LB, as trustee in respect of any security given by the Issuer for its obligations under a deed of sub-charge and assignment to be dated the date hereof between, among others, the Issuer, Citicorp Trustee Company Limited, PFPLC, PML, MTL and MTS.

**IN WITNESS WHEREOF** MTL has caused this Deed to be executed as a Deed on 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

**Mortgage Trust Limited**

By:



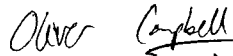
Name:

STEPHEN BOWCOTT

Title:

ATTORNEY

Signature:



Name:

Occupation:

Oliver Campbell  
Trainee Solicitor

Address:

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ