

FEE LETTER

PARAGON MORTGAGES (NO.7) PLC

St. Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE
Registered in England and Wales as company number 4513170

To: Paragon Finance PLC
St. Catherine's Court
Herbert Road
Solihull
West Midlands
B91 3QE (the "**Issue Services Provider**"), and to

Citicorp Trustee Company Limited
Citigroup Centre, 14th Floor
Canada Square
Canary Wharf
London E14 5LB

26 May 2004

Dear Sirs,

Fee Letter

Pursuant to the powers contained in its Articles of Association and a resolution of its Board of Directors passed on 19 May 2004, Paragon Mortgages (No.7) PLC (the "**Company**") has duly authorised and has determined to create and issue several classes of mortgage backed floating rate notes as described in an Offering Circular dated 21 May 2004 (the "**Notes**").

The Company has agreed to reimburse the Issue Services Provider for all fees, commissions and expenses (inclusive of any amounts in respect of VAT) in connection with the issues of the Notes paid by the Issue Services Provider on behalf of the Company and as its agent and to pay interest thereon as described herein.

The Company has also agreed to pay the Issue Services Provider an arrangement fee (together with any amounts in respect of VAT, if applicable) in consideration of the Issue Services Provider arranging on the Company's behalf for the Notes to be issued.

Terms defined in the agreements listed in Schedule 1 hereto shall, unless otherwise defined herein, have the same meanings when used herein.

1. Reimbursement of the Issue Services Provider's expenses

- 1.1 The Issue Services Provider undertakes that it will pay on behalf of the Company or reimburse the Company for the fees, commissions and expenses specified as being payable by the Company pursuant to and in accordance with Clauses 4 and 8.1.1 of the Subscription Agreement, and the fees specified as being payable by the Company on the Closing Date pursuant to and in accordance with Clause 7.2 of the Substitute Administrator Agreement.
- 1.2 The Company will repay to the Issue Services Provider all such fees, commissions and expenses (together with any amounts in respect of VAT) paid by the Issue Services Provider on behalf of the Company or reimbursed to the Company by the Issue Services Provider pursuant to Clause 1.1 hereof. The Issue Services Provider will within three months after the

Closing Date notify the Company of the aggregate amount of such fees, commissions and expenses (the "**Expenses Amount**").

1.3 The Expenses Amount will be re-payable in accordance with Clause 3 hereof.

2. Payment of arrangement fee to the Issue Services Provider

2.1 The Company will pay the Issue Services Provider an arrangement fee equivalent to 0.4 per cent. (together with any amounts in respect of VAT, if applicable) of the aggregate initial GBP Equivalent Principal Liability Outstanding of the Notes to be issued by the Company (the "**Arrangement Fee**").

2.2 The Arrangement Fee will be payable in accordance with Clause 3 hereof.

3. Instalments of expenses reimbursement and arrangement fee

3.1 Subject to Clause 4 hereof, the Company will (i) repay the Expenses Amount to the Issue Services Provider and (ii) pay the Arrangement Fee to the Issue Services Provider, in both cases in 16 equal quarterly instalments (each an "**Instalment**"). Subject to Clause 4 hereof, the first Instalment of each of the Expenses Amount and the Arrangement Fee shall be paid on or (with the prior agreement of the Issue Services Provider) after the date which is the first Business Day after the first Interest Payment Date (being the Interest Payment Date falling in November 2004) and one Instalment of each of the foregoing shall be paid on each day falling on or (with the prior agreement of the Issue Services Provider) after the date which is the first Business Day after each of the succeeding 15 Interest Payment Dates, provided that, where such a day is not a Business Day, such payment shall be made on the next succeeding Business Day and provided further that if such payment cannot be made on the relevant Interest Payment Date (for whatever reason), such payment shall be made on the next succeeding Interest Payment Date.

3.2 Subject to Clause 4 hereof, the Company will pay to the Issue Services Provider interest on the Expenses Amount and interest on the Arrangement Fee in each case in the amount calculated in accordance with Schedule 2 hereto. Interest will accrue from day to day and will be calculated on the basis of the number of days elapsed and a year of 365 (or 366 in the case of a leap year) days. Interest will be payable in arrear at the same time as the Instalment to which such interest relates in respect of the Interest Period ending on the relevant Interest Payment Date (as such terms are defined in Condition 4(a) of the Notes) whether or not any Note remains outstanding.

4. Subordination and limited recourse

4.1 No Instalment (or, where relevant, interest in relation thereto) shall be payable by the Company to the Issue Services Provider except in accordance with the provisions of Clauses 6, 7 and 8 of the Deed of Charge unless and until all sums thereby required to be paid in priority thereto have been paid or discharged in full.

4.2 Notwithstanding any other provision of this letter, the Issue Services Provider agrees that, if the security for the Notes is enforced and the proceeds of such enforcement are insufficient, after payment of all other claims ranking in priority (pursuant to Clause 8.2 of the Deed of Charge) to amounts outstanding under this letter, to pay in full all amounts due under the terms of this letter, then the Issue Services Provider hereby acknowledges that it shall have no further claim against the Company in respect of any such unpaid amounts.

5. Payments

All payments to be made pursuant hereto shall be made in sterling in immediately available funds.

6. Variation

No variation of this letter shall be effective without the prior written approval of the Trustee.

7. Assignment

The Issue Services Provider may assign, transfer or create any trust or interest in (whether by way of security or otherwise howsoever) or otherwise dispose of all or any of its rights under this letter in favour of any person provided that such person becomes a party to the Deed of Charge and agrees to rank, for the purpose of the order of priority set out in Clause 6.1.2 thereof, as if it were included after paragraph (j) and before paragraph (k) therein and, for the purpose of Clause 8.2 thereof, as if it were included after paragraph (f) and before paragraph (g) therein.

8. Governing law


This letter is governed by, and shall be construed in accordance with, English law.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us one counterpart hereof, and upon the acceptance hereof by you, this letter and such acceptance hereof shall constitute a binding agreement between each of the Company, the Issue Services Provider and the Trustee.

Yours faithfully,

Signed for and on behalf of:
by:

Paragon Mortgages (No.7) PLC


By 

Attorney
Name Adem Mehmet

Agreed and accepted as of the date hereof in London, England:

Signed for and on behalf of:
by:

Paragon Finance PLC

By 

Attorney
Name Adem Mehmet

Signed for and on behalf of:
by:

Citicorp Trustee Company Limited

By 

Director
Name David Mares

Schedule 1

1. The subscription agreement in respect of the Offered Notes (as defined therein) to be dated of even date herewith and made between, among others, the Company, Paragon Finance PLC (“**PFPLC**”), Mortgage Trust Services plc (“**MTS**”), Paragon Mortgages Limited (“**PML**”), Arianty No.1 plc (“**Arianty**”), Barclays Bank PLC, The Royal Bank of Scotland plc and the other Managers (as defined in that agreement) (the "**Subscription Agreement**");
2. The substitute administrator agreement to be dated of even date herewith and made between, among others, the Company, the Trustee and GHL Mortgage Services Limited ("**GHL**") (the "**Substitute Administrator Agreement**");
3. The deed of sub-charge and assignment to be dated of even date herewith and made between between, among others, the Company, the Trustee, PML, PFPLC, Arianty, MTS, Mortgage Trust Limited, GHL, The Royal Bank of Scotland plc (as the Currency Swap Provider), JPMorgan Chase Bank (as the Basis Hedge Provider) and the Trustee and dated 26 May 2004 (the "**Deed of Charge**"); and
4. The administration agreement to be dated of even date herewith and made between PFPLC, MTS, MTL, PML, the Company and the Trustee (the "**Administration Agreement**").

Schedule 2

The quarterly amount of interest payable on the Expenses Amount and on the Arrangement Fee, or on any part thereof, in either case on the Interest Payment Date falling next after any Interest Period (the "**Relevant Interest Period**") shall be:-

$$\frac{(\text{LIB}_3 + X) \times E}{4}$$

For this purpose:-

- LIB₃** shall mean the interest rate determined by the Issue Services Provider to be the interest rate for sterling deposits for a period of three months (or, in the case of the first Relevant Interest Period, on the basis of a linear interpolation between the interest rates for sterling deposits for a period of five month and sterling deposits for a period of six month) quoted on the Telerate Screen page 3750 (or any other page on which Telerate is for the time being posting offered rates quoted by prime banks in the London interbank sterling market) at or about 11.00 a.m. (London time) on the first day of the Relevant Interest Period being, if more than one rate is quoted and the rates so quoted are not the same, the arithmetic mean (rounded to five decimal places) of the rates so quoted, provided that if, on any such day, no such rate is being quoted on the Telerate Screen page 3750 (or such other appropriate page) at such time and such date, **LIB₃** shall mean such rate as the Issue Services Provider shall determine to be the rate at which it is offered sterling deposits of £10,000,000 in London for same day value on the first day of the Relevant Interest Period and for a period approximately equal thereto, in each case expressed as a percentage;
- X** shall mean 4% per annum or such other fair commercial rate as may be agreed from time to time between the Issue Services Provider and the Issuer; and
- E** shall mean the Expenses Amount or the Arrangement Fee, as the case may be (or such part thereof as is outstanding at the relevant time).

Terms used in this Schedule and not otherwise defined shall have the meanings ascribed to them in Condition 4(a) of the Notes (whether or not any Note remains outstanding).