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COMPANIES FORM No. 395

Particulars of a mortgage or charge

69658/16

395

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

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[] [] [] [] [] []

05749844

Name of company

* Frontier Estates (Thrapston) Limited ("the Company")

Date of creation of the charge

25 day of August 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge of Agreement made between (1) the Company and (2) The Royal Bank of Scotland plc ("the Lender")

Amount secured by the mortgage or charge

All monies and liabilities from time to time due owing or incurred by the Company to the Lender on any account whatsoever whether actual or contingent and in whatever capacity and whether solely or jointly with any other person or body or guarantor ("the Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc
The Capital Building, 12/13 St Andrew Square, Edinburgh

Postcode EH2 2AF

Presentor's name address and reference (if any):

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

GERSHOJ/943786

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A12
COMPANIES HOUSE

563
02/09/2006

Short particulars of all the property mortgaged or charged

1. The Company hereby charges to the Lender with full title guarantee by way of first fixed equitable charge and as continuing security for the payment and discharge of the Liabilities the following:

1.1 all the benefit of the Company's interests in the Agreement;

1.2 all rights titles benefits and interests of the Company whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreement including without limitation all claims for damages in respect of any breach thereof; +95

2. The charge created by this Charge shall rank as a first charge.

3. This Charge shall be additional to any other security in favour of the Lender created now or at any time in the future which shall remain in full force and effect and shall in no way be modified or amended by this Charge.

continued

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

R. S. H. F.

Date 30 August 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † The Royal Bank of Scotland plc

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Frontier Estates (Thrapston) Limited ("the Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

4. The Company will, at any time after any Event of Default shall have occurred, and if called upon by the Lender to do so, at its own expense forthwith assign and execute an assignment (in such form as the Lender may require) of the Agreement.

5. Notwithstanding the assignment of the Agreement to the Lender, the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Company by the Agreement but such entitlement shall (unless the Lender otherwise agrees in writing with the Company) automatically terminate forthwith after any Event of Default shall have occurred.

6. The Lender shall at the request and cost of the Company re-assign the Agreement and discharge this Charge if all of the Liabilities shall have been repaid.

7. For the avoidance of doubt, any re-assignment of the Agreement or release of the Company from all or any of their obligations under the Charge, or discharge by the Lender of this Charge, shall be entirely without prejudice to the Lender's right under any existing or future agreements whatsoever between the Lender and the Company save to the extent that the Company is expressly released from such other agreements.

8. The Company may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.

Definitions:

"Agreement" means the sale and purchase agreement dated on or about the date of this Charge made between (1) Michael Christopher Bletsoe and David Henry Bletsoe and (2) Parlison (Thrapston) Limited (the benefit of which has been transferred to the Company).

"Charge" means this charge and includes any instrument supplemental to or which is

M395 Continuation

Company number

05749044

Name of company

*insert full name
of Company

* Frontier Estates (Thrapston) Limited ("the Company")

expressed to be collateral or entered into pursuant to or in accordance with the terms of this Charge.

"Event of Default" has the same meaning as is given to that expression in the Loan Agreement and also includes any event referred to in Clause 11 of this Charge.

"Loan Agreement" means the loan agreement dated 31 March 2006 between (1) the Company and (2) the Lender, including any variation amendment or extension thereof or supplemental thereto from time to time in force.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 05740944

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF AGREEMENT DATED THE 25th AUGUST 2006 AND CREATED BY FRONTIER ESTATES (THRAPSTON) LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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