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

*insert full name
of Company

COMPANIES FORM No. 395

106931/130

Particulars of a mortgage or charge**395**

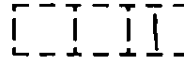
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04265494

Name of company

* Sussex Research Limited (the "Company")

Date of creation of the charge

3 October 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by any Obligor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of any Obligor to any third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping any Obligor's accounts, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Liabilities")

For a list of definitions please see the Continuation sheet

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

Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh ("BoS")

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

Maclay Murray & Spens LLP
One London Wall
London
EC2Y 5AB

SZA/BAN/0013/03712

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A1OV83V0

A31

11/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the Continuation Sheet

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

Date

10

October 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

*† delete as
appropriate*

Notes

- 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**

Continuation sheet

To the Registrar of Companies

Name of company

Company number

Sussex Research Limited ("the Company")

04265494

Short Particulars of all the property charged

1. Covenant to Pay

- 1 1 Under the Debenture, the Company, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable
- 1 2 If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS

2. The Charge

- 2 1 Under the Debenture, the Company has, with full title guarantee, charged to **BoS** as a continuing security for the payment or discharge of the Secured Liabilities -
 - 2 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
 - 2 2 by way of fixed charge
 - 2 2 1 all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time thereafter (other than any property charged pursuant to Clause 2 1 1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures), which are at any time on the property,
 - 2 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 2 2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - 2 2 4 all plant and machinery of the Company at the time of the Debenture or in the future attached to property which is charged by the provisions of clause 2 1 of the Debenture
 - 2 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing

or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

- 2 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,
- 2 2 7 all rights and interests in and claims under all insurance contracts or policies at the time of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
- 2 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies at the time of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 2 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case on the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
- 2 2 10 the benefit of all agreements and licences at the time of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture but owned by others
- 2 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 2 2 12 all present and future book debts of the Company,
- 2 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),
- 2 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 2 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- 2 2 16 all rights, money or property accruing or payable to the Company at the time of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Debenture,
- 2 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2 2 above)
- 2 4 Under the Debenture, the Company has with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the

- right of the Company to require the re-assignment thereof upon payment or discharge in full of the Secured Liabilities)
- 2 4 1 all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person, and
- 2 4 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any provisions in the Debenture
- 2 5 Under the Debenture, the Company undertakes that to the extent that any such right, title and interest as is referred to in paragraph 2 4 above is not assignable or capable of assignment, the assignment thereof purported to be effected by the Debenture shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities
- 2 6 Pursuant to the terms of the Debenture, any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security
- 2 7 Under the Debenture, the Company has agreed that BoS may at any time, by notice to the Company, immediately convert the floating charge created under the clause 2 1 3 of the Debenture (as referred to in paragraph 2 3 above) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge -
- 2 7 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,
- 2 7 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon,
- 2 7 3 in respect of all the Assets charged by way of floating charge under the Debenture (as referred to in paragraph 2 3 above) if and when the Company ceases to carry on business or to be a going concern, and
- 2 7 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

3. Further Assurance

Under the Debenture, the Company has entered into a further assurance provision in favour of BoS on the following terms

“The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require -

- a) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by Clause 2 1 1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture,

- b) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,
- c) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under Clause 2 1 3 of the Debenture,
- d) a chattel mortgage over such chattels, plant and machinery as BoS may specify, and
- e) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in Clause 2 2 of the Debenture,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture ”

4. Continuing Security

The Company and BoS have agreed that the security created under the Debenture will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

5. Set-off

Under the Debenture, the Company has agreed that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities due and payable or such part of them as BoS may select

6. Negative Pledge

Under the Debenture, the Company has entered into a negative pledge on the following terms

“The Company will not without the prior written consent of BoS:-

- a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any of its Assets (except in favour of BoS), or
- b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or
- c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset ”

Definitions

In the interpretation of this Form 395 -

“Assets” means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefore,

"Fixed Charge Assets" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2 or 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture,

"Group Companies" means the Company and any Subsidiary of it or any Holding Company of it, or any Subsidiary of any such Holding Company (each a **"Group Company"** and **"Group"** shall be construed accordingly),

"Holding Company" means, in relation to a company, any other company in respect of which it is a subsidiary,

"Obligors" means SWN, the Company and the Group Companies,

"Permitted Disposal" has the same meaning given to it in any facility letter entered into between any Group Company and BoS from time to time,

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them, as appropriate,

"SWN" means Stewart Worth Newton of Brookfield House, Green Lane, Ivinghoe, Leighton Buzzard, Bedfordshire LU7 9ES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4265494
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 OCTOBER
2008 AND CREATED BY SUSSEX RESEARCH LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 11 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2008



Companies House
— for the record —

P. neel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES