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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

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.

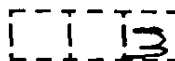
Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

037016113



04265494

Name of company

* Sussex Research Limited (the "Chargor")

Date of creation of the charge

10 December 2008

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

Charge over deposit (the "Charge")

Amount secured by the mortgage or charge

All or any money 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 a 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 account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) as well after as before any demand made or judgment obtained under or in relation to the Charge.

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

Presenter'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

FRIDAY



A25 *A1QMC5LP* 186
12/12/2008
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the Continuation Sheet.

Please do not
write in
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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



Date

11

December 2008

On behalf of ~~XXXXXXXX~~ [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 Chargor")

04265494

Short Particulars of all the property charged

1. Covenant to Pay

- 1.1 Under the Charge, the Chargor 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 Chargor shall fail to pay any amount under the Charge 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. Charge

- 2.1 Under the Charge, the Chargor has, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities has charged to BoS by way of first fixed charge:-
 - 2.1.1 its entire right, title and interest (both present and future) in and to the Deposit;
 - 2.1.2 all rights and benefits accruing to or arising in connection with the Deposit,(together the "Charged Assets").

3. Undertakings

- 3.1 Under the Charge, the Chargor shall not without the prior written consent of BoS:
 - 3.1.1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established;
 - 3.1.2 enter into any agreement with any person (other than BoS) in respect of any of the Charged Assets;
 - 3.1.3 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.

4. Protection of Security

- 4.1 Under the Charge, the Chargor has agreed that the Charge is and shall be in addition and without prejudice to any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities.

4.2 The Chargor has also agreed in the Charge that the Charge is a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

5. Set off

5.1 Under the Charge, the Chargor has agreed that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever and including, without limitation, the Account) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Chargor (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 then due and payable or such part of them as BoS may select.

6. Further Assurance

Under the Charge, the Chargor has entered into a further assurance provision in favour of BoS on the following terms:

"The Chargor (at its own cost) will on demand in writing by BoS execute and deliver (in such form as BoS may reasonably require) such deeds, documents documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Charge or for facilitating the realisation of the Charged Assets charged by the Charge or the exercise of any rights of BoS under the Charge".

7. Negative Pledge

Under the Charge, the Chargor has entered into a negative pledge on the following terms:

"The Chargor 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, encumbrance, right of set-off (except in favour of BoS) or any trust agreement, declaration of trust or trust arising by operation of law in respect of all or any of the Charged Assets; or
- b) sell, transfer, assign, or otherwise dispose of all or any of the Charged Assets; or
- c) in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset."

Definitions

In the interpretation of this Form 395:-

"Account" means the account of the Chargor with BoS at BoS London City Branch having account name Sussex Research Ltd – Asset Cover, account number 06114920 and sort code 120103, as such account may be redesignated and/or renumbered from time to time;

"Charged Assets" means the assets and rights charged in terms of the Charge;

"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;

"Deposit" means all money in any currency at the date of the charge or thereafter standing to the credit of the Account (including without limitation any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money;

"Group Companies" means the Chargor 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 Chargor and the Group Companies;

"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 Charge) and **"Subsidiaries"** shall mean all or any of them, as appropriate; and

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



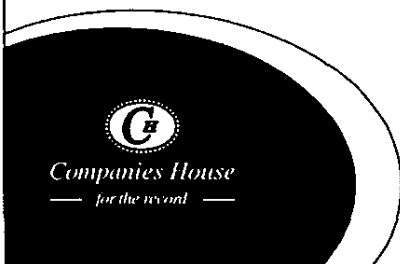
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4265494
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER DEPOSIT DATED
10 DECEMBER 2008 AND CREATED BY SUSSEX RESEARCH
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO BANK OF SCOTLAND PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
12 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2008



P. well.

