

MG01

Particulars of a mortgage or charge



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.



What this form is NOT for

You cannot use this form to r
particulars of a charge for a S
company. To do this, please i
form MG01s.

WEDNESDAY



LD3 *LWJKYFGD* 384
02/12/2009
COMPANIES HOUSE

1

Company details

Company number 0 2 7 3 1 6 9 1

Company name in full CHG Overseas Ltd

4

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d9 m1 m1 y2 y0 y0 y9

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Second Amended and Restated Security and Pledge Agreement (the "Security
Agreement")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

Whether now or hereafter existing (a) the
respective obligations of the Debtors under the
Guaranty in connection with the due and punctual
payment by the Borrower of (i) the principal of and
premium, if any, and interest (including interest
accruing under the terms of the Credit Agreement
and the Note Purchase Agreement during the pendency
of any bankruptcy, insolvency, receivership or
other similar proceeding, regardless of whether
allowed or allowable in such proceeding) on the
Loans and the Notes, when and as due, whether at
maturity, by acceleration, upon one or more dates
set for prepayment or otherwise,

[Continued]

Continuation page

Please use a continuation page if
you need to enter more details.

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

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(ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Finance Parties under the Credit Agreement and the other Finance Documents and the Parent to the Note Holders under the Note Purchase Agreement and the other Transaction Documents and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Debtors under or pursuant to the Guaranty and the other Finance Documents and Transaction Documents (including the Security Agreement), (the "Obligations").

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.						
Name	Bank of Scotland Plc						
Address	The Mound, Edinburgh						
Postcode	E	H	1		1	Y	Z
Name							
Address							
Postcode							

Continuation page

Please use a continuation page if you need to enter more details.

6**Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged.						
Short particulars	<p>1. Each Debtor has granted to the Security Trustee, for the benefit of the Secured Creditors, to secure the payment and performance in full of all of the Obligations, a security interest in and has pledged and assigned to the Security Trustee, for the benefit of the Security Trustee and the Secured Creditors, the following properties, assets and rights of such Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being called the "Collateral"): All personal property, fixture property and assets of every kind and nature including, without limitation, all furniture, fixtures, equipment, raw materials, inventory, other goods, accounts, contract rights, rights in the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property, deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or which others possess, use or have authority to possess or use property (whether tangible or intangible) of such Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.</p> <p>[Continued]</p>						

Continuation page

Please use a continuation page if you need to enter more details.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

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The Collateral shall include, without limitation, the following categories of assets as defined in Article 9 of the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned and hereafter acquired.

2. Each Debtor has pledged, assigned and granted a security interest in, any additional limited liability company interests in any LLC or any successor of any LLC, to the Security Trustee, for the benefit of the Security Trustee and the Secured Creditors.

3. Each Debtor listed on Annex B to the Security Agreement has pledged, assigned, granted a security interest in, and delivered to the Security Trustee, for the benefit of the Security Trustee and the Secured Creditors, one hundred percent (100%) of the shares of capital stock of each of its Subsidiaries of every class, as listed on Annex B to the Security Agreement, to be held by the Security Trustee, for the benefit of the Security Trustee and the Secured Creditors, subject to the terms and conditions set forth in the Security Agreement. Parkway Merger Sub, Inc. is listed on Annex B as being the subsidiary of Chemring Group Plc.

Definitions

"Borrower" means collectively the Parent and certain subsidiaries of the Parent, as additional borrowers under the terms of the Credit Agreement.

"Credit Agreement" means that certain facility agreement dated 1 September 2005 (as amended and restated by a deed of amendment and restatement dated 31 January 2006, by a deed of amendment and restatement dated 30 September 2006, by a deed of amendment and restatement dated 31 January 2007, by a deed of amendment and restatement dated 29 March 2007, and by a Deed of Amendment and Restatement dated 15 September 2009, and as the same may be amended and restated from time to time) between the Parent and Bank of Scotland PLC as arranger, agent and security trustee for the lenders party thereto.

"Debtors" means the Existing Debtors and New Debtors.

"Existing Debtors" means CHG Overseas Ltd, Alloy Surfaces Company, Inc., a Delaware corporation, ASC Realty, LLC, a Delaware limited liability company, CHG Flares Inc., a Delaware corporation, CHG Group, Inc., a Delaware corporation, Kilgore Flares Company LLC, a Delaware limited liability company, Technical Ordnance Inc., a Minnesota corporation, Technical Ordnance Realty LLC, a Delaware limited liability company.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

[Continuation Page 2 of 3]

"Finance Documents" has the meaning given to that term in the Credit Agreement.

"Finance Parties" has the meaning given to that term in the Credit Agreement.

"Guaranty" means the Second Amended and Restated Guaranty dated 19 November 2009 between the Debtors and the Security Trustee.

"New Debtors" means the Parent, Chemring North America Group, Inc., a Delaware corporation, Chemring North America Unlimited, Chemring North America Administration, Inc., a Delaware corporation, Chemring Integrated Products, Inc., a Delaware corporation, MEI Holdings, Inc., a Florida corporation, Martin Electronics, Inc., a Delaware corporation, Scot, Incorporated, a Delaware corporation, Non-Intrusive Inspection Technology, Inc., a Virginia corporation, Allied Technology, LLC, a Maryland limited liability company, Titan Dynamics Systems, Inc., a Texas corporation, Parkway Merger Sub, Inc., a Delaware corporation.

"Notes" means the 2007 Notes and the 2009 Notes.

"Note Holders" means the holders of the 2007 Notes and the purchasers of the 2009 Notes.

"Note Purchase Agreement" means collectively the 2007 Note Purchase Agreement and the 2009 Note Purchase Agreement.

"Parent" means Chemring Group Plc.

"Permitted Debt Holders" means the holders of any Permitted Debt permitted pursuant to the Credit Agreement.

"Secured Creditors" means the Permitted Debt Holders, the Finance Parties, the Security Trustee and the Note Holders.

"Security Trustee" means Bank of Scotland Plc.

"Transaction Documents" has the meaning given to that term in the 2009 Note Purchase Agreement.

"2007 Notes" means (i) U.S. \$125,000,000 6.28% Senior Secured Notes due November 12, 2017 and (ii) GBP £12,500,000 6.81% Senior Secured Notes due November 12, 2017 issued by the Parent pursuant to the terms of the 2007 Note Purchase Agreement.

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>[Continuation Page 3 of 3]</p> <p>"2007 Note Purchase Agreement" means that certain Note Purchase Agreement dated as of November 12, 2007 among the Parent, each of the purchasers of the 2007 Notes named therein and Bank of Scotland Plc in its capacity as the Note Trustee, as the same may hereafter be amended or modified from time to time.</p> <p>"2009 Notes" means (i) U.S. \$80,000,000 5.26% Senior Secured Notes, Series A, due November 18, 2016, (ii) U.S. \$140,000,000 5.68% Senior Secured Notes, Series B, due November 18, 2019 and (iii) U.S. \$60,000,000 5.68% Senior Secured Notes, Series C, due November 18, 2019.</p> <p>"2009 Note Purchase Agreement" means that certain Note Purchase Agreement dated as of November 19, 2009 among the Parent, each of the purchasers of the 2009 Notes named therein and Bank of Scotland Plc in its capacity as the Note Trustee, as the same may be amended or modified from time to time.</p> <p>Unless otherwise defined above, all capitalized terms shall have the meanings ascribed to them in the Security Agreement and/or the Note Purchase Agreement, as the case may be.</p>	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

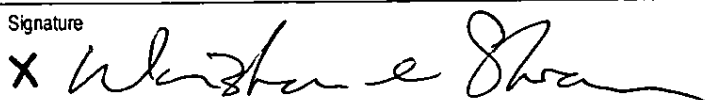
9

Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Stewart Worthy**

Company name **Winston & Strawn London**

Address **99 Gresham Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 N G**

Country **UK**

DX

Telephone **020 7105 0000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2731691
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND AMENDED AND
RESTATED SECURITY AND PLEDGE AGREEMENT DATED 19
NOVEMBER 2009 AND CREATED BY CHG OVERSEAS LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTY UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 2
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2009

(P)
ADK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES