

005718 1195
MG01

Particulars of a mortgage or charge



MONDAY



LWN2CFEB

LD4

30/11/2009

262

COMPANIES HOUSE

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1

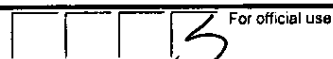
Company details

Company number

0 2 7 3 1 6 9 1

Company name in full

CHG Overseas Ltd



→ **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

Description

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

Guarantee and Debenture

4

Amount secured

Amount secured

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

The actual, contingent, present and/or future obligations and liabilities of the Chargors to any of the Secured Parties under or pursuant to the Note Documents except for any obligation, which if it were so included would cause the infringement of Section 151 of the Companies Act 1985 (the "Secured Obligations").

Continuation page

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

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.

Continuation page

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

Name	Bank of Scotland Plc									
Address	The Mound									
	Edinburgh									
Postcode	E	H	1		1	Y	Z			
Name										
Address										
Postcode										

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

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

Continuation page

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

Short particulars

Each Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations has charged in favour of the Security Trustee (as agent and trustee for the Secured Parties):

- (i) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 3 of the Guarantee and Debenture and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor (the "Legally Mortgaged Property");
- (ii) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of the Guarantee and Debenture belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;
- (iii) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;
- (iv) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Chargor and (subject to the provisions of clause 6.2 of the Guarantee and Debenture) all moneys which the Chargor receives in respect thereof;

[Continued]

MG01 - continuation page
Particulars of a mortgage or charge

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 1 of 4]</p> <p>(v) by way of fixed charge all balances standing to the credit of any deposit or other account of the Chargor with the Security Trustee or any other Secured Party (including inter alia any account designated a realizations account for the proceeds of disposals of any of the assets of the Chargor towards which proceeds are required to be applied in accordance with any applicable provision of the Note Purchase Agreement) or any current, deposit or other account of the Chargor with other bankers, financial institutions or similar third parties;</p> <p>(vi) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:</p> <p>(a) any Subsidiary; and</p> <p>(b) any other body corporate;</p> <p>and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;</p> <p>(vii) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;</p> <p>(viii) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, know-how and inventions or other rights of even kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions; and</p> <p>(ix) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, and any accounts not charged by way of (v) above, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge.</p> <p>[Continued]</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

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 4]

2. The security constituted by or pursuant to the Guarantee and Debenture has been given in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Obligations and it was declared that no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part thereof shall merge in the security created by or pursuant to the Guarantee and Debenture.

3. **Negative Pledge**

Each Chargor has covenanted that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

- (i) create or permit to subsist any Lien whether in any such case ranking in priority to or pari passu with or after the security created by the Guarantee and Debenture save to the extent permitted or required under the Note Purchase Agreement; or
- (ii) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Note Purchase Agreement.

DEFINITIONS

"Charged Property" means the property, assets and income of the Chargors mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof.

"Chargor" means the Company and each of the other companies whose details are set out in Schedule 1 to the Guarantee and Debenture.

"Collateral Documents" means the documents listed on Schedule 1.3 (as amended from time to time) of the Note Purchase Agreement, the security documents required to be entered into by the Company or any Subsidiary under the Note Purchase Agreement, the Subsidiary Guaranty, any other guaranty and any document creating security executed and delivered after the date of the Note Purchase Agreement as security for any of the obligations and liabilities of the Company or any Subsidiary under the Note Purchase Agreement, the 2007 Note Purchase Agreement, or Facility Agreement.

[Continued]

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

[Continuation Page 3 of 4]

"Company" means Chemring Group Plc.

"Facility 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 Company and Bank of Scotland PLC as arranger, agent and security trustee for the lenders party thereto.

"Governmental Authority" means (a) the government of (i) the United States of America or the United Kingdom or any state or other political subdivision of either thereof, or (ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or an Subsidiary, or (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"Lien" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the Company or any Subsidiary.

"Note Documents" means the Note Purchase Agreement, the Senior Notes and the Collateral Documents.

"Noteholders" means the holders from time to time of the Senior Notes.

"Note Purchase Agreement" means a note purchase agreement dated on or around 19 November 2009 made between the Company, the Security Trustee and the Purchasers.

"Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"Purchasers" means the purchasers of the Senior Notes listed in Schedule A to the Note Purchase Agreement.

"Secured Parties" means all and each of the Security Trustee and the Noteholders.

[Continued]

MG01 - continuation page

Particulars of a mortgage or charge

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 4 of 4]</p> <p>"Security Trustee" means Bank of Scotland Plc of The Mound, Edinburgh, EH1 1YZ as trustee for the Secured Parties.</p> <p>"Senior Notes" means the US \$80,000,000 aggregate principal amount of 5.26% senior secured notes Series A due November 2016, US\$140,000,000 aggregate principal amount of 5.68% senior secured notes Series B due November 2019 and US\$60,000,000 aggregate principal amount of 5.68% senior secured notes Series C due November 2019 issued by the Company to the Purchasers on the terms and conditions of the Note Purchase Agreement and the instruments constituting the Senior Notes.</p> <p>"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.</p> <p>"Subsidiary Guaranty" means subsidiary guaranty agreements listed at Schedule 7.4 of the Note Purchase Agreement.</p> <p>"2007 Note Purchase Agreement" means that certain Note Purchase Agreement dated as of 12 November 2007 by and among the Company, the purchasers whose names appear at the end thereof and Bank of Scotland Plc, as Collateral Trustee for such purchasers, as the same may be amended from time to time.</p> <p>Unless otherwise defined above, all capitalized terms shall have the meanings ascribed to them in the Guarantee and Debenture and/or the Note Purchase Agreement, as the case may be.</p>	

MG01

Particulars of a mortgage or charge

7

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

8

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 *Walter e Shann London* X

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

MG01

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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 19 NOVEMBER 2009 AND CREATED BY CHG OVERSEAS
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE CHARGORS TO ANY OF THE SECURED PARTIES ON
ANY ACCOUNT WHATSOEVER 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 30 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 DECEMBER
2009

P. Selb.



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**