

MG01

102114/13



Particulars of a mortgage or charge

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

FRIDAY



A03 *APOBPQLY* 89
07/01/2011

COMPANIES HOUSE

For official use

1 Company details

Company number	0	1	5	1	1	9	7	5
Company name in full	Horstman Defence Systems Ltd (" Company ")							

→ **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	d0	d4	m0	m1	y2	y0	y1	y1
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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	Debenture made between the Company and HSBC Bank plc (" Bank ") (" Debenture ")
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4 Amount secured

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

Amount secured	The Debt (as defined in panel 6 below)
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Continuation page
Please use a continuation page if
you need to enter more details

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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 HBSC Bank Plc

Address 8 Canada Square

City of London

Postcode E 1 4 5 H Q

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

1. DEFINITIONS

"Debt" means all money and liabilities whatever, whenever and however incurred whether at the date of the Debenture or in the future due, or becoming due, from the Company to the Bank and includes (but is not limited to):

- (a) overdrafts, loans or other facilities and further advances of money,
- (b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities,
- (c) discount, commission and other lawful charges and expenses,
- (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by the Company under Clause 25 of the Debenture.

See continuation sheet.

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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 DLAPiper UK LLP X

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

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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 Matthew Owen

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode

B	2		4	D	L	
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Country United Kingdom

DX DX: 13022 BIRMINGHAM 1

Telephone 08700 111 111

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. GRANT OF SECURITY

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges -

- (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land vested in the Company at the date of the Debenture together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part I of the First Schedule of the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the Debenture
- (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture.
- (c) By way of first fixed charge (except as already charged above) --
 - (1) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it.
 - (11) All chattels at the date of the Debenture or at any time afterwards belonging to the Company This excludes any of them which at the date of the Debenture formed part of the stock in trade or work-in-progress of the Company or which were then otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture
 - (111) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company

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6 Short particulars of all the property mortgaged or charged

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Short particulars

- (1v) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated at the date of the Debenture or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with clause 4(v) of the Debenture
- (v) Any credit balance on any account of the Company with the Bank
- (vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person
- (vii) All goodwill and uncalled capital at the date of the Debenture of the Company.
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities at the date of the Debenture or at any time afterwards belonging to the Company,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture, collectively called, the "securities")
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) at the date of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Debenture, collectively called the "intellectual property").

6 Short particulars of all the property mortgaged or charged

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Short particulars

(x) All policies of life insurance or assurance and all rights and claims to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the Debenture).

(x1) All rights and other property to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction

(x11) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at the date of the Debenture, or at any time afterwards, entered into by the Company

(x111) The proceeds of sale of any property mentioned above

(d) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which was, at the date of the Debenture, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the "charged property" The property referred to in paragraphs (a) (b) and (c) (together with any property at the date of the Debenture effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "fixed charged property"

3. CONVERSION OF A FLOATING CHARGE

The Bank may, by notice in writing to the Company, convert the floating charge created by Clause 4(d) of the Debenture into a fixed charge in respect of such of the property of the Company as may be specified in such notice It may do so,

(1) if on the happening of any of the events mentioned in Clause 11 of the Debenture, or

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

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Short particulars

(11) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security at the date of the Debenture created in respect of it, is otherwise in jeopardy

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing

4. NEGATIVE PLEDGE AND DISPOSALS

The Company shall not, except with the prior written consent of the Bank:

- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture, or
- (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or
- (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or
- (d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the remainder of the charged property

5. SET OFF

In addition to all rights of set-off conferred by law, the Bank may set-off any money standing from time to time to the credit of any account the Company has with the Bank against the Debt

6. FURTHER ASSURANCES

6 1 Until the Debenture is discharged the Company will -

- (a) Not without the prior written consent of the Bank -
 - (1) pull down or remove the whole or any part of any buildings forming part of the land charged by the Debenture; or

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- (11) sever or unfix or remove any of the fixtures or fittings; or
- (111) except for the purpose of effecting necessary repairs to them or of replacing the same with new or improved models or substitutes, remove any of the plant and machinery belonging to, or in use by, the Company, or
- (1v) carry out, or allow to be carried out, on any land charged by the Debenture, any development as defined in the Town and Country Planning Act 1990, or
- (v) enter into any agreement under Section 106 of the said Act, or
- (vi) change, or allow to be changed, the use of any such land
- (b) Not allow any circumstances to arise which could lead -
 - (1) to any competent authority or other person taking action, or making a claim under any environmental laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit), or
 - (11) to the Company having to take action to prevent the possibility of any such action or claim
- (c) Not without the prior written consent of the Bank:-
 - (1) grant or vary, or agree to grant or vary, any licence or tenancy affecting any land charged by the Debenture, or
 - (11) exercise the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases, conferred by Sections 99 or 100 of the Law of Property Act 1925, or
 - (111) in any other way, dispose, or agree to dispose of, or create, any legal or equitable estate or interest in any land charged by the Debenture, or
 - (1v) negotiate, settle or waive any claim for loss, damage or other compensation (including without limitation compulsory purchase compensation) affecting any land charged by the Debenture, or
 - (v) apply for an improvement or other grant or do anything which might result in any land charged by the Debenture being subject to any statutory charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

(vi) be entitled to withdraw or transfer from any such account any monies standing to the credit of such account.

(d) (1) Not exercise any of the rights and powers attaching to any of the securities in a manner which, in the reasonable opinion of the Bank, may adversely affect the value of the security created by the Debenture, and

(11) prior to the Debenture becoming enforceable, and subject to (p)(1) of the Debenture, all rights and powers attaching to the securities shall be exercisable by the Company or as it may direct, and

(111) Not use, or allow to be used, or take any step in respect of any of the intellectual property in any way which, in the reasonable opinion of the Bank, may adversely affect the value of it.

7. POWER OF ATTORNEY

7.1 The Company irrevocably, and by way of security, appoints the Bank, any Receiver, and any Administrator appointed by the Bank and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Company Any attorney is authorised by the Company to do all things which the Company may be required to do under the Debenture This includes (without limitation) that which the Bank, the Receiver or the Administrator (or any such delegate) may:

(1) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by the Debenture; or

(11) the exercise of any of the powers authorities and discretions conferred under it.

7.2 The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned in the Debenture or under this power of attorney This power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 1511975
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JANUARY
2011 AND CREATED BY HORSTMAN DEFENCE SYSTEMS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 7
JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES