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Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

574218/160

CHFP025

To the Registrar of Companies

For official use

Company Number

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

Name of company

Ring Group Limited (the Company)

\*Insert full name of  
company

2

996508

Date of creation of the charge

23 December 2003

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

Guarantee and Debenture (the Deed)

REGISTERED PURSUANT TO AN ORDER OF COURT

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargors to the Agent and the Lenders under any of the Financing Agreements except for any obligation which, if it were so included, would result in a contravention of Section 151 of the Companies Act 1985 (the Secured Liabilities)

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

Congress Financial Corporation (Florida) (the Agent) (a corporation under the laws of Florida in the United States of America) as agent and trustee for itself and each of the Lenders.

Please return

via

CH London Counter

Presenter's name address and  
reference (if any):

Denton Wilde Sapte  
One Fleet Place  
London  
EC4M 7WS

CAT/MXB/49676.00007  
6529601.01

For official use

Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0194  
24/02/04

LD2  
COMPANIES HOUSE

0457  
09/01/04

Time critical reference

Short particulars of all the property mortgaged or charged

**1. FIXED SECURITY**

The Company, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 3 of this Form 395 below:

- (a) charged in favour of the Agent (as agent and trustee for itself and each of the Lenders) by way of a first legal mortgage all the property (if any) at the date of the Deed belonging to it and specified in Schedule 1 to this Form 395 and all other interests in any freehold or leasehold property at the date of the Deed or thereafter belonging to it; and
- (b) charged in favour of the Agent (as agent and trustee for itself and each of the Lenders) by way of a first fixed charge:
  - (i) (to the extent that they are not within paragraph 1(a) above) all interests in any freehold or leasehold property at the date of the Deed or thereafter belonging to it;

(continued on doc. no. 6529425)

**Particulars as to commission allowance or discount (note 3)**

Nil

Signed Denton Wilde Sapte

Date 9 January 2004

On behalf of [company] mortgagee/chargee 1

1 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 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

Amount secured by the mortgage or charge

Company Number

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

- (ii) all Equipment (other than any Specified Equipment effectively mortgaged to the Agent by way of first legal mortgage pursuant to paragraph 1(e) below) at the date of the Deed or thereafter belonging to it and its interest in any such Equipment in its possession at the date of the Deed or thereafter to the extent permitted by any applicable agreements;
- (iii) all of its benefits, claims and returns of premiums in respect of the Insurances;
- (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
- (v) its goodwill and its uncalled capital both present and future;
- (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company (but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account);
- (vii) to the extent able to be charged, the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(b)(vi) above;
- (viii) to the extent able to be charged, its rights under any hedging arrangements;
- (ix) to the extent able to be charged, any of its beneficial interest, claim or entitlement in any pension fund;
- (x) to the extent able to be charged, the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (xi) any Intellectual Property at the date of the Deed or thereafter owned by it or which it has a right to use, subject to any necessary third party's consent to such charge being obtained. To the extent that such Intellectual Property is not capable of being charged (whether by reason of lack of any such consent or otherwise) the charge purported to be effected by this paragraph 1(b)(xi) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property as continuing security for the payment, discharge and performance of the Secured Liabilities;
- (c) mortgaged and charged and agreed to mortgage and charge to the Agent (as agent and trustee for itself and each of the Lenders) all Group Shares held at the date of the Deed or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

- (d) mortgaged and charged and agreed to mortgage and charge to the Agent (as agent and trustee for itself and each of the Lenders) all the Related Rights accruing to all or any of the Group Shares held at the date of the Deed or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge,

**PROVIDED THAT:**

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in paragraph (d) above may be paid directly to the Company (in which case the Agent or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Agent shall be paid promptly by it to the Company; and
  - (ii) subject to Clause 6.4(c) of the Deed, whilst no Event of Default is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the Company or, where the shares have been registered in the name of the Agent or its nominee, as the Company may direct in writing, and the Agent and any nominee of the Agent in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the Company to do so;
- (e) mortgaged and charged and agreed to mortgage and charge to the Agent (as agent and trustee for itself and each of the Lenders) the same to be a security by way of a first mortgage or charge all of its right, title and interest in and to:
- (i) the Specified Equipment;
  - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment.

For the avoidance of doubt, no security has been created over the Excluded Accounts, any monies standing to the credit of the Excluded Accounts or the debts represented by them.

**2. FLOATING CHARGE**

- (a) The Company as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 3 of this Form 395 charged in favour of the Agent (as agent and trustee for itself and each of the Lenders) by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraph 1 above.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created under the Deed.

**3. TITLE GUARANTEE**

Company Number

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Every disposition effected by the Deed was made with full title guarantee. The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

#### 4. RESTRICTION ON DEALINGS

In the Deed the Company undertook that it shall not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge referred to in paragraph 2 above and except as provided for under the Financing Agreements.

#### 5. DEFINITIONS

In this Form 395 the following words have the following meanings:

**Blocked Accounts** means the bank accounts of the Company specified in Part I of Schedule 3 to this Form 395 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of a Company designated as a Blocked Account by the Company and the Agent;

**Book Debts** means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

**Borrowers** is defined in the Loan and Security Agreement.

**Charged Accounts** means the Blocked Accounts and the Other Accounts;

**Chargor** means each company listed in Schedule 6 to this Form 395 (including the Company) together with each person who becomes a party to the Deed by executing a Deed of Accession (together the **Chargors**).

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

**Deed of Accession** means a deed of accession substantially in the form set out in Schedule 6 of the Deed.

**Equipment** means (save to the extent that any such items form part of the Company's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments and accessories owned by the Company and property (other than Fixtures) at the date of the Deed or thereafter relating to such Equipment and replacements and substitutions for such Equipment wherever located;

**Event of Default** is defined in the Loan and Security Agreement;

**Excluded Accounts** means:

- (a) account number 57012008, sort code 60-60-05, being an account held in the name of Ring Limited with The Royal Bank of Scotland plc;
- (b) account number 29683386, sort code 60-60-05, being an account held in the name of Ring Limited with The Royal Bank of Scotland plc;
- (c) account number 57133131, sort code 60-60-05, being an account held in the name of Ring Lamp Company Limited with The Royal Bank of Scotland plc; and
- (d) account number 98898361, sort code 60-60-05, being an account held in the name of Grove Products (Caravan Accessories) Limited with The Royal Bank of Scotland plc.

**Financing Agreements** means, collectively, the Loan and Security Agreement and all notes, guarantees, security agreements, deposit account control agreements, investment property control agreements, intercreditor agreements and all other agreements, documents and instruments at the date of the Deed or at any time thereafter executed and/or delivered by any Borrower or Obligor in connection with the Loan and Security Agreement.

**Fixtures** means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property;

**Group Shares** means all shares specified in Schedule 2 to this Form 395 or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 2 to this Form 395 or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Deed or thereafter owned by any Chargor or (when used in relation to a particular Chargor) that Chargor from time to time;

**Guarantors** is defined in the Loan and Security Agreement;

**Insurances** means all contracts and policies of insurance taken out by or for the Company or in which the

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Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Company has an interest (to the extent of that interest);

**Intellectual Property** means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property;

**Know-how** means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain.

**Lenders** is defined in the Loan and Security Agreement;

**Loan and Security Agreement** means the loan and security agreement dated the date of the Deed between Catalina Industries, Inc. and others as Borrowers, Catalina Lighting, Inc. and others as Guarantors, the lenders named therein as Lenders and the Agent.

**Mortgaged Property** means any freehold or leasehold property (including the Premises) the subject of the security created by the Deed.

**Obligations** is defined in the Loan and Security Agreement.

**Obligor** means any guarantor, endorser, acceptor, surety or other person (other than Borrowers) liable on or with respect to the Obligations or who is the owner of any property which is security for the Obligations (including, without limitation, Guarantors).

**Other Accounts** means the bank accounts of the Company specified in Part II of Schedule 3 to this Form 395 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Company as the Agent may permit.

**Permitted Security Interest** means any Security Interest which the Company is permitted to create or maintain under the terms of the Financing Agreements.

**Premises** means any building or other edifice on the Mortgaged Property or other Security Asset.

**Related Rights** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of



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Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

**Security Assets** means all assets of the Company the subject of any security created by the Deed (and includes the Mortgaged Property but excludes leased and/or licensed assets).

**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having similar effect.

**Specified Equipment** means the equipment (if any) specified in Schedule 5 of this Form 395 or in the Schedule to any Deed of Accession.

**Specified Intellectual Property** means the registered Intellectual Property (if any) specified in Schedule 4 to this Form 395 or in the Schedule to any Deed of Accession.

**SCHEDULE 1**  
**Mortgaged Property**

Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

**SCHEDULE 2**  
**Group Shares**

<b>Chargor</b>	<b>Company Name</b>	<b>Type of Share</b>	<b>No of Shares</b>	<b>Value</b>
Catalina International Limited	Ring Limited	Ordinary	39,645,923	£19,822,961.50
Catalina International Limited	Ring Limited	19.2% convertible preference shares	7,027,187	£1,756,796.75
Ring Limited	British Syphon Industries Limited	Cumulative Preference	100,000	£100,000
Ring Limited	British Syphon Industries Limited	Ordinary	33,921,229	£6,784,245.80
Ring Limited	Graystone Ring Limited	Ordinary	1	£1.00
Ring Limited	Grove Products (Caravan Accessories) Limited	Ordinary	100	£100.00
Ring Limited	Lancer Products Limited	Ordinary	2	£2.00
Ring Limited	Arctic Products Limited	Ordinary	8,940	£89.40
Ring Limited	Hovekey Limited	Ordinary	100	£100.00
Ring Limited	Graystone Overseas Holdings Limited	Ordinary	2	£2.00
Ring Limited	Kincardine Fish Farm Limited	Ordinary	100	£100.00
Ring Limited	Loch Ewe Limited	Employee	2,400	£120.00
Ring Limited	Loch Ewe Limited	Ordinary	960,000	£240,000
Ring Limited	Loch Ewe Limited	7.5% Cumulative Preference	90,000	£90,000

## COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 9

Company Number

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Ring Limited	P H Products Limited	Ordinary	100,002	£100,002
Ring Limited	Ptarmigan (Dorking) Limited	Ordinary	100	£100.00
Ring Limited	Ptarmigan (Porth) Limited	Ordinary	76	£76.00
British Syphon Industries Limited	Newton Mill Limited	Ordinary	800,000	£200,000
British Syphon Industries Limited	Newton Mill Limited	6% Cumulative Preference	101,247	£101,247
British Syphon Industries Limited	Van-Line Limited	Ordinary	100	£100.00
British Syphon Industries Limited	Marshall's Universal Limited	Ordinary	18,789,999	£4,697,499.75
British Syphon Industries Limited	Bell Autoparts Limited	Ordinary	250,000	£250,000
British Syphon Industries Limited	British Syphon Properties Limited	Ordinary	1,226,772	£12,267.72
British Syphon Industries Limited	British Syphon Properties Limited	Deferred	1,226,772	£245,354.40
British Syphon Industries Limited	R.P. Whitehead Limited	Ordinary	100	£100.00
British Syphon Industries Limited	R.P. Whitehead Limited	Non Voting	100	£100.00
British Syphon Industries Limited	Ring Lighting Limited	Ordinary	5,450,462	£1,362,615.50
British Syphon Industries Limited	The East Lancashire Paper Group Limited	Ordinary	5,450,462	£1,362,615.50
Marshall's Universal Limited	BMAC Limited	2.5% Preference	1000	£1,000.00
Marshall's Universal	BMAC Limited	Ordinary	4,000	£4,000.00

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Limited				
Marshall's Universal Limited	D.P. Automobiles Limited	Ordinary	1,000	£1,000.00
Marshall's Universal Limited	Marshall's Overseas Investments Limited	Ordinary	100	£100.00
Graystone Ring Limited	Ring Group Limited	Ordinary	6,026,955	£602,695.50
Graystone Ring Limited	Ring Parts Limited	Ordinary	2	£2.00
Ring Parts Limited	Ring Group Limited	Ordinary	6,457,900	£645,790
Ring Group Limited	Ring Lamp Company Limited	Ordinary	25,000	£25,000
Ring Group Limited	Associated Lighting, Limited	Ordinary	2,000	£2,000
Ring Group Limited	Associated Lighting, Limited	5% Non-Cumulative Preference	20,000	£20,000
Ring Group Limited	Automotive Brands Limited	Ordinary	100	£100.00
Ring Group Limited	BSB-Orion Limited	Ordinary	100	£100.00
Ring Group Limited	Ring Group of Companies Limited	Ordinary	100	£100.00
Group Limited	Sunbeam Lamps & Lighting Limited	Ordinary	100	£100.00
Group Limited	Yorkshire Lamp Company Limited	Ordinary	100	£100.00
Hovekey Limited	Lighten Point Corporation Europe Limited	Ordinary	20,000	£20,000

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

**SCHEDULE 3****Part I – Blocked Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Branch</b>	<b>Sort Code</b>	<b>Account No.</b>	<b>Currency</b>
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	01309641	USD
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	06806279	Euro
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560528	Sterling
Van-Line Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560412	Sterling
BMAC Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560455	Sterling
Arctic Products Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560420	Sterling
Grove Products (Caravan Accessories) Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560498	Sterling
Lighten Point Corporation Europe Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560471	Sterling
Lancer Products Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	45560439	Sterling

**Part II – Other Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Branch</b>	<b>Sort Code</b>	<b>Account No.</b>
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	86551175
Arctic Products Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	98948407
BMAC Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	31087426
Grove Products (Caravan Accessories) Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	31003818
Lancer Products Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30931495
Lighten Point	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30931525

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Short particulars of all the property mortgaged or charged (continued)

Corporation Europe Limited					
Ring Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30931533	
Van-Line Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30931487	
British Syphon Industries Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	98877712	
Hovekey Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30972116	
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	02231158	
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	02558343	
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	02460661	
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	550-00-48720151	
Ring Lamp Company Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	140-00-48720178	
Ring Limited	The Royal Bank of Scotland plc	Leeds City Office, 8 Park Row, Leeds LS1	60-60-05	30969441	

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Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

**SCHEDULE 4**  
**Specified Intellectual Property**

**Trade Marks**

Proprietor	Mark	Country	Trade Mark	Application/ Registration No	Class	Status
Ring Group Limited	RING Oval Logo	CTM	K174	2990141	7, 9, 11, 12	Pending
Ring Group Limited	EAGLE	United Kingdom	TM0943	1002016	11	Registered
Ring Group Limited	RING & device	United Kingdom	TM1743	B1076554	11	Registered
Ring Group Limited	SELUM	United Kingdom	TM2602	1154027	11	Registered
Ring Group Limited	PHASAR	United Kingdom	TM3443	1219211	11	Registered
Ring Group Limited	RING & device	United Kingdom	TM3447	1219946	7	Registered
Ring Group Limited	RING & device	United Kingdom	TM3448	1219947	9	Registered
Ring Group Limited	RING & device	United Kingdom	TM3449	1219948	11	Registered
Ring Group Limited	RING & device	United Kingdom	TM4379	1357913	9	Registered
Ring Group Limited	RING & device	United Kingdom	TM4380	1357914	11	Registered
Ring Group Limited	RING & device	United Kingdom	TM4436	1364819	11	Registered
Ring Group Limited	RING & device	United Kingdom	TM5688	1545508	12	Registered
Ring Group Limited	RING oval logo	United Kingdom	TM5884	1578341	7	Registered
Ring Group Limited	RING oval logo	United Kingdom	TM5885	1578342	9	Registered
Ring Group Limited	RING oval logo	United Kingdom	TM5886	1578343	11	Registered
Ring Group Limited	RING oval logo	United Kingdom	TM5887	1578344	12	Registered
Ring Group Limited	LUMINATOR	United Kingdom	TM5913	1585875	11	Registered
Ring Group Limited	RING oval & X4	United Kingdom	TM5915	1585877	11	Registered
Ring Group Limited	INTELLIGENT DETECTOR REDUCES DALSE TRIGGERING & device	United Kingdom	TM6246	2054072	9	Registered
Ring Group Limited	RING ELECTRA BLUE	United Kingdom	TM6783	2176193	11	Registered
Ring Group Limited	RING XENON PLUS	United Kingdom	TM6784	2176194	11	Registered
Ring Group Limited	RING VISION	United Kingdom	TM6785	2176212	11	Registered
Ring Group Limited	ASTRICA	United Kingdom	TM6810	2180658	11	Registered
Ring Group Limited	OPTICA	United Kingdom	TM6811	2180659	9	Registered
Ring Group Limited	RALLY GIANT	United Kingdom	TM6830	2183979	11	Registered
Ring Group Limited	ARCTIC WHITE	United Kingdom	TM6987	2211524	11	Registered
Ring Group Limited	WHITE PRISM	United Kingdom	TM7002	2212884	11	Registered
Ring Group Limited	PRISM COLOURS	United Kingdom	TM7015	2215301	11	Registered
Ring Group Limited	RING oval & ALLOYZ	United Kingdom	TM7051	2222644	12	Registered
Ring Group Limited	RING oval logo & STEELHEART	United Kingdom	TM7052	2222647	12	Registered
Ring Group Limited	RING oval logo & ULTRAVISION	United Kingdom	TM7053	2222648	11	Registered
Ring Group Limited	RING oval logo & BACKGUARD	United Kingdom	TM7078	2227343	9	Registered
Ring Group Limited	SILVER ENIGMA	United Kingdom	TM7093	2230352	11	Registered

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 14

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Ring Group Limited	RING oval logo & ICE BLUE logo	United Kingdom	TM7094	2230355	11	Registered
Ring Group Limited	RING oval logo & CYBA-LITE	United Kingdom	TM7325	2276709	11	Registered
Ring Group Limited	RING oval logo & Micro CYBA-LITE	United Kingdom	TM7326	2276749	6, 11	Registered
Ring Group Limited	RING oval & Mini CYBA- LITE	United Kingdom	TM7327	2276751	6, 11	Registered
Ring Group Limited	SELECT-A-LIGHT	United Kingdom	TM7361	2284181	11	Registered
Ring Group Limited	RING oval logo & TIDGYFRIDGE	United Kingdom	TM7407	2291758	11	Registered
Ring Group Limited	RING oval logo & BIKER & device	United Kingdom	TM7415	2293245	11	Registered
Ring Group Limited	RING POWERING THE ULTIMATE IN PORTABLE POWER	United Kingdom	TM7492	2305644	9	Registered
Ring Group Limited	M-LITE	United Kingdom	TM7526	2312749	11	Registered
Ring Group Limited	CRUISE-LITE	United Kingdom	TM7527	2312751	11	Registered
Ring Group Limited	GUARDMASTER	United Kingdom	TM7529	2313472	11	Registered
Ring Group Limited	GARDEN XPRESSIONS & device	United Kingdom	TM7555	2318744	11	Registered
Ring Group Limited	ALITE & device	United Kingdom	C275	B670777	11	Registered
Ring Group Limited	CARLEX AUTO BULBS	United Kingdom	G784	1143555	11	Registered
Ring Group Limited	RING device	Italy		518922	11, 12	Granted
Ring Group Limited	RING & device	Spain		1529562	11	Granted
Ring Group Limited	RING & device	Denmark		VR025111994	7, 9, 11	Granted
Ring Group Limited	RING device	Portugal		267735	11	Granted
Ring Group Limited	Ring Oval Logo	South Africa		B94/12313	11	Granted
Ring Group Limited	Ring Oval Logo	Norway		172735	11	Granted
Ring Group Limited	Ring Oval Logo	Sweden		314074	11	Granted
Ring Group Limited	Ring Oval Logo	Ireland		174850	11	Granted
Ring Group Limited	Ring Oval Logo	Benelux		559532	11	Granted
Ring Group Limited	Ring Oval Logo	Switzerland		427939	4 classes	Granted
Ring Group Limited	Ring Oval Logo	Chile		472140	11	Granted
Ring Group Limited	Ring Oval Logo	USA		2077889	11	Granted
Ring Group Limited	FLASHPOINT	Ireland		B96699	11	Granted
Arctic Products Limited	KANDCTMJ414		CTM	853879	1, 21	Registered
Arctic Products Limited	ARCTIC	United Kingdom	J417	2010005	11, 17, 20	Registered
Arctic Products Limited	POLAR	United Kingdom	J415	1309102	17	Registered
Arctic Products Limited	ARCTIC	CTM	J416	593350	11, 17, 21	Registered
Arctic Products Limited	PUTTING THE POWER OF ICE IN YOUR HANDS	United Kingdom	J418	2186155	11, 17, 21	Registered
Arctic Products Limited	SLEEPSAFE	United Kingdom	J419	2003202	1	Registered
Ring Group Limited	Vision24	United Kingdom		2346975	11	Pending Application date 25/10/03
Ring Group Limited	ILLUMINADA	CTM	CTM	3230315	9	Pending Application date 16/06/03



**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 15

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Ring Group Limited & ANGEL EYES	RING oval logo	United Kingdom	2337022	11	Advertised Application date 07/07/03
Ring Group Limited	RING oval logo & ULTRAXENON device	United Kingdom	2336846	11	Advertised Application date 04/07/03
Lighten Point Corporation Europe Limited	LIGHTEN POINT CORPORATION EUROPE LIMITED	United Kingdom	2242862	9, 12	Registered
Ring Lamp Company Limited	SUNGOLD	United Kingdom	TM1546 1061893	11	Registered
Ring Lamp Company Limited	RING & device	Chile	379259		Granted
Ring Group Limited	RING & device	Ireland	B101219	1	Granted
Ring Lamp Company Limited	RING & device	Germany	994242	11	Granted
Ring Lamp Company Limited	RING & device	New Zealand	B124605	11	Granted
Ring Lamp Company Limited	RING & device	Norway	105063		Granted
Ring Group Limited	RING & device	South Africa	78/3579	11	Granted
Ring Lamp Company Limited	RING & device	South Africa	83/4985	9	Granted
Ring Lamp Company Limited	RING & device	South Africa	83/4987	42	Granted
Ring Lamp Company Limited	RING & device	South Africa	83/4986	11	Granted
Ring Lamp Company Limited	RING & device	South Africa	83/4988	42	Granted
Ring Lamp Company Limited	RING & device	Sweden	179295	7, 9, 11	Granted
Ring Lamp Company Limited	ALITE device	Germany	1026246	11	Granted
Ring Lamp Company Limited	RING & device	Greece	62.041	9, 12	Granted
Ring Lamp Company Limited	RING & device	Nigeria	39895	11	Application
Ring Lamp Company Limited	RING device	Benelux	345218	7, 9, 11	Granted
Ring Lamp Company Limited	RING & design	Canada	239895	11	Granted
Ring Lamp Company	ISOLATOR	Australia	415043	7	Application
Ring Lamp Company	NARVA	Canada	242229		Granted
Ring Lamp Company	RING & device	Australia	320496	12	Granted
Ring Lamp Company	RING device	Australia	A341985	7	Granted
Ring Lamp Company	RING device	Australia	A341986	9	Granted

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Ring Lamp Company	RING device	Australia	362546	12	Granted
Ring Lamp Company	RING & device	France	1474724	9, 11, 12	Granted
Ring Lamp Company	RING & device	USA	1139418		Granted
Ring Lamp Company	ALITE device	France	1646278	11	Granted
Ring Lamp Company	RING device	Hong Kong	B363/1982	11	Granted

**Patents**

Proprietor	Patent Number	Country
Arctic Products Limited	GB2187815	United Kingdom

**SCHEDULE 5**  
**Specified Equipment**

None

**SCHEDULE 6**  
**Chargors**

- 1 **Catalina International Limited**  
Registered Number: 3949382  
Jurisdiction of Incorporation: England and Wales
- 2 **Ring Lamp Company Limited**  
Registered Number: 0470202  
Jurisdiction of Incorporation: England and Wales
- 3 **BMAC Limited**  
Registered Number: 0226513  
Jurisdiction of Incorporation: England and Wales
- 4 **Lancer Products Limited**  
Registered Number: 1358125  
Jurisdiction of Incorporation: England and Wales
- 5 **Grove Products (Caravan Accessories) Limited**  
Registered Number: 01148888  
Jurisdiction of Incorporation: England and Wales
- 6 **Lighten Point Corporation Europe Limited**  
Registered Number: 1457632  
Jurisdiction of Incorporation: England and Wales
- 7 **Arctic Products Limited**  
Registered Number: 1582704  
Jurisdiction of Incorporation: England and Wales

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged (continued)

8	<b>Van-Line Limited</b>	Registered Number:	1601077
		Jurisdiction of Incorporation:	England and Wales
9	<b>British Syphon Industries Limited</b>	Registered Number:	205667
		Jurisdiction of Incorporation:	England and Wales
10	<b>Graystone Ring Limited</b>	Registered Number:	3045630
		Jurisdiction of Incorporation:	England and Wales
11	<b>Ring Group Limited</b>	Registered Number:	996508
		Jurisdiction of Incorporation:	England and Wales
12	<b>Ring Parts Limited</b>	Registered Number:	3021015
		Jurisdiction of Incorporation:	England and Wales
13	<b>Marshall's Universal Limited</b>	Registered Number:	377387
		Jurisdiction of Incorporation:	England and Wales
14	<b>Hovekey Limited</b>	Registered Number:	2337036
		Jurisdiction of Incorporation:	England and Wales
15	<b>Newton Mill Limited</b>	Registered Number:	299709
		Jurisdiction of Incorporation:	England and Wales
16	<b>Ring Limited</b>	Registered Number:	29796
		Jurisdiction of Incorporation:	England and Wales



IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

Mr Registrar Simmonds

In the Matter of Catalina International Limited

and

In the Matter of the Companies Act 1985

Between:

Congress Financial Corporation (Florida)

Claimant

and

- ( 1) Catalina International Limited
- ( 2) Ring Lamp Company Limited
- ( 3) BMAC Limited
- ( 4) Lancer Products Limited
- ( 5) Grove Products (Caravan Accessories) Limited
- ( 6) Lighten Point Corporation Europe Limited
- ( 7) Arctic Products Limited
- ( 8) Van-Line Limited
- ( 9) British Syphon Industries Limited
- (10) Graystone Ring Limited
- (11) Ring Group Limited
- (12) Ring Parts Limited
- (13) Marshall's Universal Limited
- (14) Hovekey Limited
- (15) Newton Mill Limited
- (16) Ring Limited

Defendants

UPON THE APPLICATION by Claim dated the 19th January 2004 of Catalina International Limited

AND UPON HEARING the Solicitor for the Claimant and no one appearing for or on behalf of the above named Defendants

AND UPON READING THE EVIDENCE

AND the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 395 of the above-mentioned Act the Guarantee and Debenture hereinafter mentioned together with the prescribed Particulars thereof was due to inadvertence and that it is just and equitable to grant relief

**IT IS ORDERED** pursuant to Section 404 of the said Act that the time for delivering to the Registrar of Companies for Registration of the Guarantee and Debenture (the "Guarantee and Debenture") dated 23rd December 2003 and made between the Defendants and the Claimant of certain land, property and assets of the Defendants to secure repayment of the sum of £22,305,000.00 and \$5,000,000.00 and interest thereon in accordance with the Loan and Security Agreement together with the prescribed Particulars thereof is hereby extended to the 11th March 2004

**AND IT IS ORDERED THAT** the Claimant do deliver an Office Copy of this Order to the Registrar of Companies

**AND THIS ORDER** is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Guarantee and Debenture and the date of its actual registration

Dated: 19th February 2004



To : Messrs Denton Wilde Sapte  
DX 242 (London)

Ref: CAT/49676.00007

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00996508

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 23rd DECEMBER 2003 AND CREATED BY RING GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO CONGRESS FINANCIAL CORPORATION (FLORIDA) (THE AGENT) AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE LENDERS AND THE LENDERS 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 24th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th FEBRUARY 2004.

Ac  
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*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES