

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

996508

Name of company

\* Ring Group Limited (the **Chargor**)

Date of creation of the charge

23 December 2003

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

Loan and Security Agreement (the **Agreement**)

Amount secured by the mortgage or charge

Any and all Loans, Letter of Credit Accommodations and all other obligations, liabilities and indebtedness of every kind, nature and description owing by any or all of Borrowers to Agent or any Lender and/or any of their Affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under the Agreement or any of the other Financing Agreements, whether existing at the date of the Agreement or arising thereafter and whether arising before, during or after the initial or any renewal term of the Agreement or after the commencement of any case with respect to such Borrower under the

(continued on document 6527218)

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

Congress Financial Corporation (Florida), a Florida corporation, in its capacity as agent for Lenders (the **Agent**)

Postcode

Please return  
via

H London Counter  
Lender's name address and  
reference (if any):

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS  
CAT/MXB/49676.00007

6527242.00001

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0427  
09/01/04

Short particulars of all the property mortgaged or charged

**1. Grant of Security Interest**

In the Agreement and to secure the payment and performance of the Obligations of the UK Borrowers and UK Guarantors, the Chargor granted to Agent, for itself and the ratable benefit of the UK Lenders, a continuing security interest in, a lien upon, and a right of set off against, and assigned to Agent, for itself and the benefit of the applicable Lenders, as security, all of the following property and interests in property, of the Chargor whether owned at the date of the Agreement or thereafter acquired or existing, and wherever located (together with all other collateral security for the Obligations at any time granted to or held or acquired by Agent or any Lender, collectively, the **Collateral**):

- (a) all Accounts;
- (b) all general intangibles, including, without limitation, all Intellectual Property;

(continued on document 6527218)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Wilde Capte

Date 9 January 2004

On behalf of XXXXXX [mortgagee/chargee]†

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 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

Con'td

United States Bankruptcy Code, any insolvency or bankruptcy laws of the United Kingdom (including the Insolvency Act 1986) or any similar statute (including the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured (the **Obligations**).

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

Continuation Sheet No 2

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

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

- (c) all goods, including, without limitation, Inventory and Equipment;
- (d) all Real Property and fixtures;
- (e) all chattel paper, including, without limitation, all tangible and electronic chattel paper;
- (f) all instruments, including, without limitation, all promissory notes;
- (g) all documents;
- (h) all deposit accounts;
- (i) all letters of credit, banker's acceptances and similar instruments and including all letter-of-credit rights;
- (j) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of Receivables and other Collateral, including (i) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (ii) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (iii) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Receivables or other Collateral, including returned, repossessed and reclaimed goods, and (iv) deposits by and property of account debtors or other persons securing the obligations of account debtors;
- (k) all (i) investment property (including securities, whether certificated or uncertificated, securities accounts, security entitlements, commodity contracts or commodity accounts) and (ii) monies, credit balances, deposits and other property of the Chargor held now or hereafter or received by or in transit to Agent, any Lender or its Affiliates or at any other depository or other institution from or for the account of any Borrower or Guarantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (l) all commercial tort claims, including, without limitation, those identified in the Information Certificate;
- (m) to the extent not otherwise described above, all Receivables;

Name of company

Ring Group Limited (the **Chargor**)

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

- (n) all Records;
- (o) to the extent described above, all personal and real property and fixtures and interest in property and fixtures; and
- (p) all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral.

**2 Negative Pledge**

The Chargor covenanted and agreed that it shall not, and shall not permit any Subsidiary to, create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of its assets or properties, including the Collateral, except:

- (a) the equitable assignment and fixed and floating charges of Agent with respect to the assets of the Chargor;
- (b) the security interests and liens of International in and to the Capital Stock of International and of Catalina Lighting Canada, (1992) Inc., to secure the repayment obligations under the Holding Note as in effect on the date of the Agreement and subject to subordination arrangements in form and substance satisfactory to Agent in accordance with Section 9.10(g) hereof; and
- (c) as otherwise specifically permitted under the Agreement.

**3 Definitions**

In this Form 395, the following terms have the following meanings:

"Accounts" shall mean, as to each Borrower and Guarantor, all present and future rights of such Borrower and Guarantor to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper or an instrument, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a secondary obligation incurred or to be incurred, or (d) arising out of the use of a credit or charge card or information contained on or for use with the card.

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Name of company

Ring Group Limited (the **Chargor**)

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

"Affiliate" shall mean, with respect to a specified Person, any other Person which directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Person, and without limiting the generality of the foregoing, includes (a) any person which beneficially owns or holds fifteen (15%) percent or more of any class of Voting Stock of such Person or other equity interests in such Person, (b) any Person of which such Person beneficially owns or holds fifteen (15%) percent or more of any class of Voting Stock or in which such Person beneficially owns or holds fifteen (15%) percent or more of the equity interests and (c) any director or executive officer of such Person. For the purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power of direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by agreement or otherwise.

"Agent" shall mean Congress Financial Corporation (Florida), a Florida corporation, in its capacity as agent on behalf of Lenders pursuant to the terms of the Agreement and any replacement or successor agent thereunder.

"Borrowers" shall mean, collectively, the UK Borrowers and the US Borrowers (together with their respective successors and assigns), each sometimes being referred to herein individually as a "Borrower".

"Capital Stock" shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of such Person's capital stock or partnership, limited liability company or other equity interests at any time outstanding, and any and all rights, warrants or options exchangeable for or convertible into such capital stock or other interests (but excluding any debt security that is exchangeable for or convertible into such capital stock).

"Equipment" shall mean, as to each Borrower and Guarantor, all of such Borrower's and Guarantor's equipment owned at the date of the Agreement and thereafter acquired, wherever located, including machinery, data processing and computer equipment (whether owned or licensed and including embedded software), vehicles, tools, furniture, fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and substitutions and replacements thereof, wherever located.

"Financing Agreements" shall mean, collectively, the Agreement and all notes, guarantees, security agreements, deposit account control agreements, investment property control agreements, intercreditor agreements and all other agreements, documents and instruments now or at any time hereafter executed and/or delivered by any Borrower or Obligor in connection with the Agreement.

Name of company

Ring Group Limited (the **Chargor**)

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

"Guarantors" shall mean, collectively, the UK Guarantors and the US Guarantors (together with their respective successors and assigns); each sometimes being referred to herein individually as a "Guarantor".

"Holding" shall mean, Catalina Lighting, Inc., a Florida corporation.

"Holding Note" shall mean the promissory note, dated as of the date of the Agreement, by Holding, as maker, in favor of International, as payee, in the original principal amount of the US Dollar Equivalent of \$4,500,000 and the Sterling Equivalent of £10,000,000, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Hyde Property" means all that leasehold property known as Broadway, Broadway Industrial Estate, Hyde, Greater Manchester SK14 5BE, England as the same is registered at Land Registry with title number absolute under title number GM1214.

"Information Certificate" shall mean, collectively, the Information Certificates of Borrowers and Guarantors constituting Exhibit C to the Agreement containing material information with respect to Borrowers and Guarantors, their respective businesses and assets provided by or on behalf of Borrowers and Guarantors to Agent in connection with the preparation of the Agreement and the other Financing Agreements and the financing arrangements provided for therein.

"Intellectual Property" shall mean, as to each Borrower and Guarantor, such Borrower's and Guarantor's now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright registrations, trademarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or the license of any trademark); customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registration; software and contract rights relating to computer software programs, in whatever form created or maintained.

"International" shall mean, Catalina International Limited, a company incorporated under the laws of England and Wales with registration number 3949382.

"Inventory" shall mean, as to each Borrower and Guarantor, all of such Borrower's and Guarantor's now owned and hereafter existing or acquired goods, wherever located, which (a) are leased by such

Name of company

Ring Group Limited (the **Chargor**)

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

Borrower or Guarantor as lessor; (b) are held by such Borrower for sale or lease or to be furnished under a contract of service; (c) are furnished by such Borrower or Guarantor under a contract of service; or (d) consist of raw materials, work in process, finished goods or materials used or consumed in its business.

"Lenders" shall mean the lenders that are signatories to the Agreement as Lenders and other persons made a party to the Agreement as a Lender in accordance with Section 13.6 of the Agreement, and their respective successors and assigns; each sometimes being referred to herein individually as a "Lender".

"Letter of Credit Accommodations" shall mean, collectively, (a) the letters of credit, merchandise purchase or other guaranties which are from time to time either issued or opened by Agent or any Lender for the account of any Borrower or Obligor pursuant to the Agreement, or (b) with respect to which Agent or Lenders have agreed pursuant to the Agreement to indemnify the issuer or guaranteed to the issuer the performance by any Borrower or Obligor of its obligations to such issuer; sometimes being referred to herein individually as "Letter of Credit Accommodation".

"Loans" shall mean, collectively, the Revolving Loans and the Term Loans.

"Mortgage" shall mean the mortgage contained in the guarantee and debenture dated as at the date of the Agreement, by UK Borrowers and UK Guarantors in favor of Agent, with respect to the Hyde Property (as the same may now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced).

"Obligor" shall mean any guarantor, endorser, acceptor, surety or other person liable (other than Borrowers) 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).

"Person" or "person" shall mean any individual, sole proprietorship, partnership, corporation (including any corporation which elects subchapter S under the Code 9 (as that term is defined in the Agreement)), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture, or other entity or any government or any agent or instrumentality or political subdivision thereof.

"Real Property" shall mean all now owned and hereafter acquired real property of each Borrower or Guarantor, including leasehold interests, together with all buildings, structures, and other improvements located thereon and all licenses, easements and appurtenances relating thereto, wherever located, including the Hyde Property and any other real property and related assets more particularly described in the Mortgage.



Name of company

Ring Group Limited (the **Chargor**)

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

"Receivables" shall mean all of the following now owned or hereafter arising or acquired property of each Borrower or Guarantor: (a) all Accounts; (b) all interest, fees, late charges, penalties, collection fees and other amounts due or to become due or otherwise payable in connection with any Account; (c) all payment intangibles of such Borrower or Guarantor; (d) letters of credit, indemnities, guarantees, security or other deposits and proceeds thereof issued payable to any Borrower or Guarantor or otherwise in favour of or delivered to any Borrower or Guarantor in connection with any Account; or (e) all other accounts, contract rights, chattel paper, instruments, notes, general intangibles and other forms of obligations owing to any Borrower or Guarantor, whether from the sale and lease of goods or other property, licensing of any property (including Intellectual Property or other general intangibles), rendition of services or from loans or advances by any Borrower or Guarantor or to or for the benefit of any third person (including loans or advances to any Affiliates or Subsidiaries of any Borrower or Guarantor) or otherwise associated with any Accounts, Inventory or general intangibles of any Borrower or Guarantor (including, without limitation, choses in action, causes of action, tax refunds, tax refund claims, any funds which may become payable to any Borrower or Guarantor in connection with the termination of any Plan (as that term is defined in the Agreement) or other employee benefit plan and any other amounts payable to any Borrower or Guarantor from any Plan or other employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, casualty or any similar types of insurance and any proceeds thereof and proceeds of insurance covering the lives of employees on which any Borrower or Guarantor is a beneficiary).

"Records" shall mean, as to each Borrower and Guarantor, all of such Borrower's and Guarantor's present and future books of account of every kind or nature, purchase and sale agreements, invoices, ledger cards, bills of lading and other shipping evidence, statements, correspondence, memoranda, credit files and other data relating to the Collateral or any account debtor, together with the tapes, disks, diskettes and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored (including any rights of any Borrower or Guarantor with respect to foregoing maintained with or by any other person).

"Revolving Loans" shall mean the loans at the date of the Agreement or thereafter made by or on behalf of any Lender or by Agent for the account of any Lender on a revolving basis pursuant to the Credit Facility (involving advances, repayments and readvances) as set forth in Section 2.1 of the Agreement.

"Sterling Equivalent" has the meaning given to it in the Agreement.

"Subsidiary" or "subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, limited liability partnership or other limited or general partnership, trust association or other business entity of which an aggregate of at least a majority of the outstanding Capital Stock or other

Name of company

Ring Group Limited (the **Chargor**)

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

interests entitled to vote in the election of the board of directors of such corporation (irrespective of whether, at the time, Capital Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency), managers, trustees or other controlling persons, or an equivalent controlling interest therein, of such Person is, at the time, directly or indirectly, owned by such Person and/or one or more subsidiaries of such Person.

"Term Loan" shall mean any loan made pursuant to Section 2.3 of the Agreement or any other loan or advance made after the date of the Agreement designated as a "Term Loan".

"UK Borrowers" shall mean each company listed in Schedule 1 hereto.

"UK Guarantors" shall mean each company listed in Schedule 2 hereto.

"US Borrowers" shall mean, each company listed in Schedule 3 hereto.

"US Dollar Equivalent" has the meaning given to it in the Agreement.

"US Guarantors" shall mean each company listed in Schedule 4 hereto.

"Voting Stock" shall mean with respect to any Person, (a) one (1) or more classes of Capital Stock of such Person having general voting powers to elect at least a majority of the board of directors, managers or trustees of such Person, irrespective of whether at the time Capital Stock of any other class or classes have or might have voting power by reason of the happening of any contingency, and (b) any Capital Stock of such Person convertible or exchangeable without restriction at the option of the holder thereof into Capital Stock of such Person described in (a) of this definition.

**Schedule 1**

**UK Borrowers**

Ring Lamp Company Limited

Lancer Products Limited

Grove Products (Caravan Accessories) Limited

Lighten Point Corporation Europe Limited

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

Continuation Sheet No 9

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

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

Catalina International Limited

Arctic Products Limited

Van-Line Limited

BMAC Limited

**Schedule 2**

**UK Guarantors**

British Syphon Industries Limited

Graystone Ring Limited

Ring Group Limited

Ring Parts Limited

Marshall's Universal Limited

Hovekey Limited

Newton Mill Limited

Ring Limited

**Schedule 3**

**US Borrowers**

Catalina Industries, Inc.

Catalina Merchandising, Inc.

**Schedule 4**

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

Continuation Sheet No 10

Company Number

996508

Name of company

Ring Group Limited (the **Chargor**)

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

**US Guarantors**

Catalina Lighting, Inc.

Meridian Lamps, Inc.

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 A LOAN AND SECURITY AGREEMENT DATED THE 23rd DECEMBER 2003 AND CREATED BY RING GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OR ALL OF BORROWERS TO AGENT OR ANY LENDER AND/OR ANY OF THEIR AFFILIATES 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 9th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 2004.

*dc*  
*sc*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —