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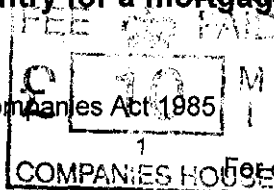
CHFP131

**COMPANIES FORM No. 395**  
**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.

Pursuant to section 395 of the Companies Act 1985

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



For official use Company number

10

1978915

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

\*insert full name of Company

Name of company

Powakaddy International Limited (the "Company")

Date of creation of the charge

21 January 2004

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

Composite guarantee and debenture (the "Deed") dated 21 January 2004 and made between, amongst others, the Company and John De Graft-Johnson (the "Security Trustee") as security trustee for the Secured Beneficiaries.

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which at the date of the Deed or at any time thereafter may be due, owing or incurred under the "B" Loan Note Instrument and/or the Loan Notes and/or the Deed to the Security Beneficiaries (or any of them) by any Group Company whether actually or contingently, whether solely or jointly with any person, whether as principal or surety and whether or not any Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated (the "Secured Obligations").

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

John De Graft-Johnson, Elder Cottage, Forest Road, Stowmarket, Suffolk

Postcode IP14 3ER

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

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London

Tel: 020 7760 1000  
ACLA 21923/1/2719500

Time critical reference

For official Use  
Mortgage Section

Post room



LDS  
COMPANIES HOUSE

0436  
22/01/04

**Fixed charges**

By clause 4.1 of the Deed as a continuing security for the payment of the Secured Obligations, subject to clauses 4.5, 4.6 and 4.7 of the Deed the Company, with full title guarantee, has charged, and agreed to charge, in favour of the Security Trustee the following assets which are at any time owned by Company, or in which the Company is from time to time interested:

- 4.1.1 by way of legal mortgage all the freehold and leasehold property (if any) (save for the lease of Unit 5, Sittingbourne Industrial Park, Crown Day Land, Sittingbourne, Kent dated 1 May 2003 made between (1) Great Castle Steel & Manufacturing Limited and (2) Powakaddy International Limited) vested in or charged to the Company including, without limitation, the property specified in schedule 2 of the Deed (and repeated below), together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 4.1.2 by way of fixed charge all other interests (not being charged by clause 4.1.1 of the Deed) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale

(Continued on continuation sheet 1, page 4)

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

Particulars as to commission allowance or discount (note 3)

NIL

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

Signed Berwin Leighton Paines Date 22/1/04

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

<sup>†</sup>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 Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:  
  
Companies House, Crown Way, Cardiff CF14 3UZ.

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No. 1  
to Form No 395 and 410 (Scot)

Company Number

1978915

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

Name of Company

\* delete if  
inappropriate

Powakaddy International

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



Please do not write  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete  
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derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

- 4.1.3 by way of fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 4.1.4 by way of fixed charge all Investments, together with all Related Rights from time to time accruing thereto;
- 4.1.5 by way of fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;
- 4.1.6 by way of fixed charge all right, title, interest and benefit of the Company in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing;
- 4.1.7 by way of fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person;
- 4.1.8 by way of fixed charge all material Intellectual Property at the date of the Deed or at any time thereafter belonging to, or created by, or assigned to the Company including, without limitation, the property specified in schedule 7 of the Deed (repeated below) (unless such property has been assigned to a third party, severed, disposed of or the Company has otherwise parted with control of it, each in the ordinary course of the Company's business);
- 4.1.9 by way of fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- 4.1.10 to the extent not effectively assigned under clause 4.2.1 of the Deed, by way of fixed charge all Receivables;
- 4.1.11 by way of fixed charge all the goodwill and uncalled capital of the Company;
- 4.1.12 by way of fixed charge all the Group Shares together with all the Related Rights from time to time accruing thereto; and
- 4.1.13 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof.

### Assignment

By clause 4.2.1 of the Deed as a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, has assigned and agreed to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of the Company in and to the Receivables PROVIDED that in the absence of any written directions to the contrary from the Security Trustee (which directions shall only be given following the security constituted by the Deed becoming enforceable), the Company shall be entitled to continue to deal with its various creditors in relation to the Receivables; and

By clause 4.2.2 of the Deed as a continuing security for the payment of the Secured Obligations, the Company with full title guarantee has assigned in favour of the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect

(Continued on continuation sheet 2, page 4)

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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

1978915

Name of Company

Powakaddy International

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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thereof PROVIDED that until the security created by the Deed has become enforceable the Company shall be entitled to continue to deal with the counterparts to the Acquisition Documents.

### **Floating Charge**

By clause 4.1.3 of the Deed, as further continuing security for the payment of the Secured Obligations, the Company has charged with full title guarantee in favour of the Security Trustee by way of floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of fixed mortgage or charge pursuant to the provisions of clause 4.1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

### **Negative Pledge**

By clause 8 of the Deed, save as permitted by the terms of the 'B' Loan Note Instrument, the Company has covenanted with the Security Trustee that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Security Trustee:

- 8.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and
- 8.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

### **Definitions**

For these purposes:

"Acquisition" means the acquisition by the Parent of the entire issued share capital of European Golf Brands Limited in accordance with the terms of the Acquisition Documents.

"Acquisition Agreement" means the acquisition agreement, in the agreed terms, entered into between the Parent and the Vendors, providing for the Acquisition.

"Acquisition Documents" means the Acquisition Agreement, together with all other documents executed or delivered, or to be executed or delivered, in accordance with the terms thereof, or in connection therewith (including, without limitation, the "Disclosure Letter" referred to therein in favour of the Parent and the Deed).

"B' Loan Note Instrument" means the 'B' Loan Note Instrument dated on or around the date of the Deed constituting the £2,044,535 fixed rate secured loan notes 2014 of the Parent.

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Deed.

"Charging Companies" means the Initial Charging Companies and any company which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (each a "Charging Company").

"Collections Accounts" has the meaning ascribed to that term in clause 12.1.2 of the Deed.

"Deed of Accession" means a deed of accession to the Deed in the form set out at schedule 6 of the Deed.

"Encumbrance" (as defined in the Facilities Agreement) includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

"Facilities Agreement" means the facilities agreement dated 21 January 2004 and made between

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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block lettering

Company Number

1978915

Name of Company

Powakaddy International

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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the Parent, the Initial Approved Companies (as defined therein) and Barclays Bank PLC as Agent, Working Capital Bank, Term Banks, Hedging Bank and Security Trustee (each as defined therein) pursuant to which the Banks (as defined therein) have agreed to make certain facilities available to the Parent.

"Group" means the Parent and all of its subsidiaries (including the Company) and "member of the Group" or "Group" means any one of them.

"Group Shares" means all shares specified in schedule 4 of the Deed (repeated below), together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company.

"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time.

"Intellectual Property" means all legal and/equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Group Companies (or any of them), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Group Company.

"Intercreditor Deed" means the deed dated 21 January 2004 and entered into by, amongst others, the Parent, the Security Beneficiaries, the Vendors and the Investors, regulating the subordination of payments due and, where applicable, the enforcement of security by the parties thereto.

"Investments" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part II of schedule II to the Financial Services and Markets Act 2000) as at the date of the Deed.

"Investment Agreement" means the investment agreement entered into on or about the date of the Deed between, inter alios, the Lead Investor (as defined therein) (1), the Executives (as defined therein) (2) and the Parent (3) together with all other documents to be executed or delivered in accordance with the terms thereof.

"Investment Documents" means any one or more of the Deed, the Investment Agreement, the Intercreditor Deed, the Loan Note Instruments and any documents supplemental to any of the foregoing, including, without limitation, any documents pursuant to which any Group Company becomes subject to the provisions of any such document(s) (each an "Investment Document").

"Loan Notes" means the secured loan notes issued or to be issued by the Company pursuant to the 'B' Loan Note Instrument and the Investment Agreement.

"Loan Note Holders" means the persons for the time being entered in the Register as holders of any Loan Notes.

"Parent" means European Golf Brands Holdings Limited (company number 4992286).

"Permitted Disposals" means any disposal permitted by clause 22.4 of the Facilities Agreement.

"Permitted Encumbrances" means:

- (i) a lien or right of set-off arising in the ordinary course of business solely by operation of law;
- (ii) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance;
- (iii) Encumbrances arising under the Investment Documents;
- (iv) any Encumbrances arising solely as a result of a title retention clause in a supply agreement entered into by any Group Company, or arising under conditional sale or hiring agreements in respect of goods supplied to the Group Companies in the ordinary course of business; and

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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Please complete  
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black type, or bold  
block lettering

Company Number

1978915

Name of Company

Powakaddy International

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete  
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lettering**



Please do not write  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete  
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lettering

(v) Encumbrances arising under the Security Documents (as defined in the Facilities Agreement).

"Receivables" means:

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (iii) all proceeds of any of the foregoing.

"Register" means the Register as defined in the 'B' Loan Note Instrument.

"Related Rights" means, in relation to any Investments or Group Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Group Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Group Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Group Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise).

"Security Beneficiaries" means the Security Trustee and the Loan Note Holders existing from time to time (each a "Security Beneficiary").

"Vendors" mean the Close Investment 1997 Fund, The Close Investment 1997 "A" Fund, The Close Investment (Top-Up) Fund all of 12 Appold Street, London EC2A 2AN and the Security Trustee, Michael Snapes of Low Hill Cottage, Low Hill Road, Roydon, Essex CM19 5JN and David Wells of 10 Shepherdsgate Drive, Curtis Wood Park, Herne Bay, Kent CT6 7TX.

## **Schedule 2 of the Deed**

### **The Properties**

#### **FREEHOLD PREMISES**

Freehold property registered under title number K638023 and known as Unit 32 Joseph Wilson Industrial Estate, Whitstable, Kent

#### **LEASEHOLD PREMISES**

Lease of Unit 4 Sittingbourne Industrial Park, Crown Way Land, Sittingbourne, Kent dated 1 May 2001 made between (1) Sittingbourne Investments Limited and (2) Powakaddy International Limited.

Lease of Unit 41 Joseph Wilson Industrial Estate, Whitstable, Kent dated 13 June 2003 made between (1) George Archibald Wilson and (2) JD Catford, C Catford and DI Catford (assigned to Hill Billy Limited on 28 November 2001 with European Golf Brands Limited acting as guarantor).

Lease of Unit 42 Joseph Wilson Industrial Estate, Whitstable Kent dated 13 June 2003 made between (1) Hansell Investments Limited and (2) Hill Billy Limited.

## **Schedule 4 of the Deed**

### **Group Shares**

<b>Charging Companies</b>	<b>Name of company in which shares are held</b>	<b>Class of shares</b>	<b>Number of shares held</b>
European Golf Brands Holdings Limited	European Golf Brands Limited (company	Ordinary shares of £0.01	150,000

(Continued on continuation sheet 5, page 4)

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 5  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

1978915

Name of Company

Powakaddy International

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete  
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Please do not write  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete  
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lettering

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		"A" Ordinary shares of £0.01	81,000
		"B" Ordinary shares of £0.01	102,333
European Golf Brands Limited	Hill Billy Limited (company number 3346775)	Ordinary shares of £1	10,002
	Powakaddy International Limited (company number 1978915)	Ordinary shares of £1	600,100

**Schedule 7 of the Deed****The Intellectual Property**

Country	Trade Mark No.	Trade Mark	Class
Argentina	2,414,070*	PK (Stylised)	12
Argentina	1501590	POWAKADDY	12
Australia	A590549	POWAKADDY	12
Austria	145770	POWAKADDY	12
Benelux	524220	POWAKADDY	12
Canada	1,172,345*	PK (Stylised)	12
Canada	431799	POWAKADDY	12
China	3407694*	POWAKADDY	12
Denmark	01997-1994 VR	POWAKADDY	12
EU	3,051,372*	PK (Stylised)	9, 12
EU	165,936	POWAKADDY	12
EU	2,370,518	ROBOKADDY	12
Finland	130984	POWAKADDY	12
France	92433878	POWAKADDY	12
Germany	2044989	POWAKADDY	9,12,18
Hong Kong	2003/02570*	PK (Stylised)	12
Hong Kong	08522/1996	POWAKADDY	12
Iceland	693/1993	POWAKADDY	12
International Protocol (Madrid)	802685	PK (Stylised)	12

(Continued on continuation sheet 6, page 4)

CHFP131

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 6  
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

Powakaddy International

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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Italy	636190	POWAKADDY	12
Italy	26522002TO	POWAKADDY	12
Japan	3148384	POWAKADDY	12
Malaysia	2003-02295*	PK (Stylised)	12
Malaysia	2002-14523*	POWAKADDY	<u>12</u>
New Zealand	226018	POWAKADDY	12
New Zealand	673242*	PK (Stylised)	12
Norway	165134	POWAKADDY	12
Portugal	287882	POWAKADDY	12
Singapore	S8959/92	POWAKADDY	12
Singapore		PK (Stylised)	12
South Africa	92/9921	POWAKADDY	12
South Africa	2003/03177*	PK (Stylised)	12
South Korea	2003-7108*	PK (Stylised)	12
South Korea	285226	POWAKADDY	12
Spain	1634856M7	POWAKADDY (Stylised)	25
Spain	1241147M7	POWAKADDY (Stylised)	12
Spain	1634855M9	POWAKADDY (Stylised)	18
Sweden	254980	POWAKADDY	12
Switzerland	404483	POWAKADDY	12
Taiwan	91-048176*	POWAKADDY	12
Taiwan	092008814*	PK (Stylised)	12
UK	1,441,549	POWAKADDY (Stylised)	12
UK	1,572,196	POWAKADDY	12
UK	2,002,894	KINGFISHER	12
UK	2,145,014	WHEELPOWER	12
UK	2,279,349	ROBOKADDY	12
UK	2,283,388	POWAKADDY	9

Please complete  
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## Particulars of a mortgage or charge (continued)

CHFP131

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Continuation sheet No 7  
to Form No 395 and 410 (Scot)

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Company Number

1978915

Name of Company

Powakaddy International

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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UK	2,307,415	AMST	12
UK	2,307,417	CLASSIC TITANIUM	12
UK	2,307,418	FREEWAY TITANIUM	12
UK	2,307,419	RoboKaddy Titanium	12
UK	2,312,176	PK	9, 12
UK	1,529,511*	LASER	12
UK	2,069,162*	MICRA	12
UK	2,069,164*	PULSAR	12
USA	1375751	POWAKADDY	12
USA	76/309612*	ROBOKADDY	12
USA	78/222778*	PK (Stylised)	12
Argentina	1855874	HILL BILLY	28
Australia	602394 A	HILL BILLY and device	12
Australia	842738	HILL BILLY	28
Austria	194908	HILL BILLY	12, 28
Benelux	0680833	HILL BILLY	12, 28
Benelux	0527816	HILL BILLY and device	28
Canada	TMA482657	HILL BILLY and device	28
Canada	TMA587,290	HILL BILLY	28
Czech Rep	250563	HILL BILLY	
EU	66,142	HILL BILLY and device	28
EU	1,742,162	HILL BILLY	28
Finland	221205	HILL BILLY	28
France	93/469 445	HILL BILLY and device	12
France	00/3041697	HILL BILLY	12
Germany	2077242	HILL BILLY	12
Germany	300 54 098	HILL BILLY	12
Hong Kong	01159-2001	HILL BILLY	28
Iceland	1261/2000	HILL BILLY	28
Ireland	153448	HILL BILLY and device	28

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

## Particulars of a mortgage or charge (continued)

CHFP131

Please do not write  
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Continuation sheet No 8  
to Form No 395 and 410 (Scot)

Company Number

1978915

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Name of Company

Powakaddy International

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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lettering

Ireland	222043	HILL BILLY	28
Italy	H12000C008600*	HILL BILLY	
Japan	4506797	HILL BILLY	12
Korea	0521008	HILL BILLY	12
New Zealand	619087	HILL BILLY	12
Norway	212815	HILL BILLY	12
Portugal	348.834	HILL BILLY	28
Singapore	T00/13059F	HILL BILLY	28
South Africa	2000/18473*	HILL BILLY	
Spain	1767791M2	HILL BILLY and device	
Spain	2334767M8	HILL BILLY	12
Sweden	353 759	HILL BILLY	28
Switzerland	480401	HILL BILLY	28
UK	1,466,410	HILL BILLY and device	28
UK	2,238,482	HILL BILLY	28
USA	2162800	HILL BILLY and device	12
USA	2,639,245	HILL BILLY	12

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01978915

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 21st JANUARY 2004 AND CREATED BY POWAKADDY INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO THE SECURITY BENEFICIARIES (OR ANY OF THEM) 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 22nd JANUARY 2004.

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

*Math P*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES