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## COMPANIES FORM No. 395

206028/26

### Particulars of a mortgage or charge

# 395

A fee of £13 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

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

5962488

Name of company

\* Missouri Bidco Limited (the "Charging Company")

Date of creation of the charge

11 October 2006

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

Debenture dated 11 October 2006 between the Charging Company in favour of Kaupthing Bank hf. (the "Lender") (the "Debenture").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached schedule).

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

Kaupthing Bank hf., c/o Kaupthing Limited, One Hanover Street, London

Postcode W1S 1AX

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

Lovells

Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F3/W0479.00044/1713866/TSPSD

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD3  
COMPANIES HOUSE

\*LJ13YJSY\*

210  
19/10/2006

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed Lords

Date 19 October 2006

signed  
On behalf of XXXXXXXX [mortgagee/chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE TO FORM 395 FOR MISSOURI BIDCO LIMITED

### Part I

#### Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

**"Account Bank"** means such bank as the Lender and the Charging Company may agree from time to time;

**"Assets"** means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them;

**"Collection Account"** means the Charging Company's account with the Account Bank into which the Charging Company is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*);

**"Debenture Date"** means 11 October 2006;

**"Derivative Rights"** includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or substitution for any Investments;

**"Facility Agreement"** means the facility agreement dated 11 October 2006 and made between Missouri Bidco Limited (as borrower) and Kaupthing Bank hf. (as Lender);

**"Finance Document"** means the Facility Agreement, any Fee Letter, any Accession Letter, any Selection Notice, the Transaction Security Documents, any Compliance Certificate, any Utilisation Request, the Commitment Letter, the Term Sheet, the Mandate Letter (each as defined in the Facility Agreement) and any other document designated as such by the Lender and the Charging Company;

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*);

**"Group"** means the Charging Company and its Subsidiaries for the time being;

**"Insurance Policies"** means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or, (to the extent of its interest) in which the Charging Company has an interest at any time;

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and in each case, any extensions and renewals of, and any applications for, such rights;

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

**"Land"** includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

**"Permitted Security"** has the meaning given to it in the Facility Agreement;

**"Receivables"** means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed Security*);

**"Secured Sums"** means 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 Charging Company to the Lender under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

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

**"Specified Investments"** means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Companies Act 1985 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Lender or its nominee or to its order; or
- (c) such Charging Company has deposited the certificates for with the Lender or which, if uncertificated, are held in an escrow or other account in favour of the Lender or its nominee.

## Part II

### Particulars of property mortgaged or charged

1. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned to the Lender all of its rights, title and interest from time to time in respect of sums payable to it pursuant to the Insurance Policies.
2. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender:
  - (a) [intentionally blank];
  - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry;
  - (c) by way of fixed charge:
    - (i) all other Land which at the Debenture Date or in the future becomes, its property;
    - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
    - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2;
    - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
    - (v) all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them;
    - (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable) including all proceeds of sale derived from them;
    - (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
    - (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments;
    - (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Lender, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
    - (x) all its goodwill and uncalled capital for the time being;

- (xi) [intentionally blank];
  - (xii) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
  - (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
  - (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
  - (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
  - (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xv) inclusive of Clause 3.2 (*Fixed Security*);
  - (xvii) all trade debts at the Debenture Date or in the future owing to it;
  - (xviii) [intentionally blank];
  - (xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
  - (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
  - (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
  - (xxii) any beneficial interest, claim or entitlement it has in any pension fund at the Debenture Date or in the future;
  - (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture; and
  - (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.
3. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender by way of floating charge:
- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.5 (*Reconversion*); and

- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without the consent of the Lender, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document.

### **Part III**

#### **Covenants and Restrictions**

1. By Clause 6.1 (*Collection Account*), the Charging Company agreed to collect and realise all its Receivables and, promptly on receipt, pay all money so collected into the Collection Account specified from time to time by the Lender. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Lender.
2. By Clause 6.3 (*No Derogation*), the Charging Company agreed not to purport, without the Lender's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.
3. By Clause 7 (*Negative pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Lender (and with the exception of the Permitted Security):
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
4. By Clause 11.2 (*Negative covenants*), the Charging Company agreed that without the prior written consent of the Lender it would not:
  - (a) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by the Debenture over it; or
  - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture provided that the Lender will as soon as reasonably practicable consent to an assignment or under-letting where the Charging Company is required to in the ordinary course of trade to consent to the same under the terms of any lease tenancy or licence.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05962488

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th OCTOBER 2006 AND CREATED BY MISSOURI BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KAUPTHING BANK HF., ON ANY ACCOUNT WHATSOEVER 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 19th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —