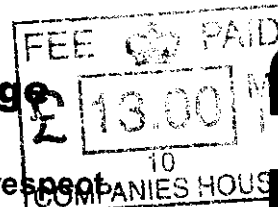


# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge



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



5974909

Name of company

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

Date of creation of the charge

1 November 2006

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

Share charge relating to the entire issued share capital of Missouri Bidco Limited dated 1 November 2006 executed by the Charging Company in favour of Kaupthing Bank hf. (the "Lender") (the "Share Charge").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached schedule) save that the recourse of the Lender against the Charging Company under the Share Charge shall be limited to the rights of enforcement and recovery against the Security Assets (as defined in the attached schedule) charged under the Share Charge and that the total amount recoverable against the Charging Company under the Share Charge shall be limited to the proceeds received from realising the Security Assets in accordance with the Share Charge.

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

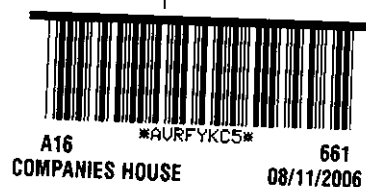
F3/W0479.00044/1721365/TSPSD

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



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 Share Charge 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

*Lowells*

Date

*6 November 2006*

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

**Part I**

**Definitions**

In this Schedule, references to Clauses are to Clauses of the Share Charge unless otherwise specified. References in this Schedule to the Share Charge or to any other document (including any Finance Document) include reference to the Share Charge, 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:

**"Charge Date"** means 1 November 2006;

**"Company"** means Missouri Bidco Limited, a limited liability company incorporated in England and Wales with registered company number 5962488;

**"Derivative Rights"** includes:

- (a) allotments, rights, money or property arising at any time in relation to any Shares 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 Shares; and
- (c) stock, shares and securities offered in addition to or substitution for any Shares;

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

**"Obligor"** has the meaning given to that term in the Facility Agreement;

**"Original Shares"** means one share of £0.10 in the issued share capital of the Company owned by the Charging Company;

**"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 each Obligor 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"** includes 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;

**"Security Assets"** means the Shares and the Derivative Rights at the Charge Date or in the future accruing to the Charging Company and includes all rights, benefits and sums at the Charge Date or in the future accruing to the Charging Company in connection with the Shares and the Derivative Rights; and

**"Shares"** means the Original Shares and all other shares in the Company owned by the Charging Company while any Secured Sums are outstanding.

## **Part II**

### **Particulars of property mortgaged or charged**

The Charging Company, with full title guarantee, as continuing security for the payment and discharge of all Secured Sums, charged to the Lender by way of fixed charge:

- (a) the Original Shares, including all proceeds of sale derived from them;
- (b) all Shares in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (c) all Derivative Rights of a capital nature at the Charge Date or in the future accruing or offered at any time in respect of the Shares; and
- (d) all Derivative Rights of an income nature at the Charge Date or in the future accruing or offered at any time in respect of the Shares.

## **Part III**

### **Covenants and Restrictions**

1. At any time after the Share Charge has become enforceable:
  - (a) the Lender may exercise (but is not obliged to exercise) in the name of the Charging Company or otherwise and without any further consent or authority on the part of the Charging Company, all voting and other rights attaching to the Security Assets, including any rights to nominate or remove a director as if the Lender were the sole beneficial owner of the Security Assets; and
  - (b) all Derivative Rights shall, if received by the Charging Company or its nominee, be held on trust for and forthwith paid or transferred to the Lender.
2. The Charging Company agreed that it shall not, without the prior written consent of the Lender:
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of the Security Assets;
  - (b) sell or assign, or grant any interest in, any of the Security Assets, or part with possession or ownership of them, or purport or agree to do so;

- (c) cause or permit any rights attaching to the Security Assets to be varied or abrogated;
  - (d) cause or permit any of the Security Assets to be consolidated, sub-divided or converted or the other capital of the Company to be re-organised, exchanged or repaid; or
  - (e) give an instruction for any of its certificated Shares to be converted into uncertificated form.
3. The Charging Company agreed that it shall not issue any shares except pursuant to a Permitted Share Issue (as defined in the Facility Agreement) or as contemplated in paragraph (d) of the definition of Permitted Transaction (as defined in the Facility Agreement).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05974909

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 1st NOVEMBER 2006 AND CREATED BY MISSOURI PIKCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR 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 8th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 2006.

*Pargela*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES