

MG01

Particulars of a mortgage or charge

643921/26



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this for
particulars of a charge
company. To do this, pl
form MG01s

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26/08/2011

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COMPANIES HOUSE

Please return
via
CH London Counter

1	Company details	9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 2 3 1 6 6 3 0	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Evolution Securities Limited (the Pledgor)	
2	Date of creation of charge	
Date of creation	d1 d7 m0 m8 y2 y0 y1 y1	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	A pledge agreement dated 17 August 2011 between the Pledgor and the Pledgee (as defined below) (the Pledge Agreement)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Any and all obligations and liabilities of the Pledgor towards Pledgee under or in connection with the Clearing Agreement (the Secured Obligations) Note capitalised terms not defined on this page are defined in the MG01 continuation sheet attached	

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

Nordea Bank AB (publ) (the **Pledgee**)

Address

Securities Services

SE-105 71 Stockholm, Sweden

Postcode

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Name

--	--	--	--	--	--	--	--	--	--

Address

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Postcode

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6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

See the MG01 Continuation Sheet attached

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7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X SNR DENTON UK LLP X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name	Andrew Hill 65696 00007
Company name	SNR Denton UK LLP
Address	One Fleet Place
Post town	London
County/Region	Greater London
Postcode	E C 4 M 7 W S
Country	England
DX	DX 242
Telephone	+44 (0)20 7246 7304



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="360 456 552 490">1 Pledge</div> <div data-bbox="360 528 1465 663">1 1 The Pledgor, as collateral for the timely and complete discharge of the Pledgor's present and future Secured Obligations, hereby unconditionally and irrevocably pledged on first priority to the Pledgee, on the terms and conditions set out herein the following financial instruments and funds</div> <div data-bbox="552 701 1445 902"><div data-bbox="552 701 1445 801">(i) all such financial instruments which are from time to time registered on the custody account opened in the name of the Pledgor with the Pledgee,</div><div data-bbox="552 840 1445 902">(ii) all such funds which are from time to time deposited to the bank account, 2000671047832 opened by the Pledgor in Pledgee</div></div>	

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6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
1 2	The yield, dividend, interest, redemption and all other rights derived from collateral provided to the Pledgee under the Pledge Agreement shall also be covered by the pledge under Section 2 1 of the Pledge Agreement (as set out in paragraph 1 1 of this Form MG01) and constitute collateral Disbursements in cash concerning the financial instrument pledged under Section 2 1 (i) of the Pledge Agreement (as set out in paragraph 1 1 (i) of this Form MG01) shall be transferred to the bank account pledged under Section 2 1 (ii) of the Pledge Agreement (as set out in paragraph 1 1 (ii) of this Form MG01)	
1 3	The Pledgor shall not be entitled to withdraw, transfer or otherwise dispose of any of the financial instruments or funds pledged under Section 2 1 of the Pledge Agreement (as set out in paragraph 1 1 of this Form MG01) in any manner whatsoever without the prior written consent of the Pledgee, any such consent to be given or declined in the Pledgee's discretion under the Clearing Agreement	
1 4	The Pledgor shall not create or agree or attempt to create any pledge, lien other security interest or third party right on or over the financial instruments or funds pledged under Section 2 1 of the Pledge Agreement (as set out in paragraph 1 1 of this Form MG01) without the prior written consent of the Pledgee, any such consent to be given or declined in the Pledgee's discretion under the Clearing Agreement	
1 5	The Pledgee's undertaking in respect of pledged property in its role as a pledgee shall not include any other services than those set out in the Clearing Agreement	
1 6	This Pledge Agreement together with the Clearing Agreement, including any supplementary agreements entered into between the Parties in respect of the provision of collateral, shall constitute a "financial collateral arrangement" for the purposes of the directive 2002/47/EC on financial collateral arrangements, as transposed in Swedish legislation by the Financial Instruments Trading Act (1991 980) (<i>Swe Lagen om handel med finansiella instrument</i>)	
2	Definitions	
	Clearing Agreement means a clearing agreement between the Pledgor and the Pledgee dated 17 August 2011	
	Parties means the Pledgor and the Pledgee	
	Subsidiary Banks mean Nordea Bank Danmark A/S, Nordea Bank Finland Plc and Nordea Bank Norge ASA	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2316630
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 17
AUGUST 2011 AND CREATED BY EVOLUTION SECURITIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO NORDEA BANK AB (PUBL)
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 26 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2011



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES