

MG01

Particulars of a mortgage or charge

261313/65



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LASERFORM

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**

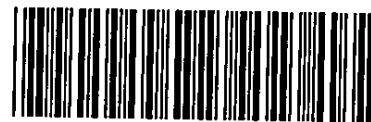
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form  
particulars of a charge to  
company To do this, please  
form MG01s

FRIDAY



\*L990CSCJ\*

LD4

11/03/2011

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COMPANIES HOUSE

1

**Company details**

Company number

0 5 0 8 5 9 2 5

Company name in full

Finnex Holdings Limited (the "Chargor")

3

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d2 d8 m0 m2 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

Charge Over Shares (the "Legal Charge")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

The amount secured by the Legal Charge is all  
present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever and whether originally incurred by an  
Obligor or by some other person) of any Obligor  
from time to time towards the Lender from time to  
time under each or any of the Finance Documents, in  
each case together with Interest and Expenses (the  
"Secured Obligations")

Capitalised terms used in this form are defined in  
the Appendix to this form

**Continuation page**

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

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**5 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Ålandsbanken Abp	
Address	Nygatan 2, FI-22100 Mariehamn	
	Finland	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges and agrees to charge in favour of the Lender:</p> <p>1.1 by way of first equitable mortgage, the Shares (and if the Shares are beneficially owned by the Chargor, the Chargor's beneficial interest in the Shares) and the Distribution Rights from time to time accruing to or on the Shares; and</p> <p>1 2 to the extent not validly and effectively charged by way of equitable mortgage pursuant to Clauses 3 1 1 of the Legal Charge (referred to at paragraph 1 1 above), by way of first fixed charge, the Shares and the Distribution Rights from time to time accruing to or on the Shares and all the Chargor's interest therein</p> <p><b>NOTE: NEGATIVE PLEDGE</b></p> <p>The Chargor is not to create, extend or permit to subsist any security over any of the Secured Property</p> <p>Capitalised terms used in this form are defined in the Appendix to this form</p>	

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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

#### APPENDIX

#### Definitions applicable to this form

In this Form MG01 the following definitions apply

**"Company"** means Moorgate Insurance Company Limited, a company incorporated in England and Wales with company number 00147862.

**"Distribution Rights"** means

- (i) all dividends, distributions, interest and other income paid or payable on any Share,
- (ii) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise), and
- (iii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender.

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of this deed, taking, perfecting, enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate, the breach of any provision of this deed and/or the protection, realisation or enforcement of this deed, and includes any payments made under Clause 7.4 (Power to remedy) of the Legal Charge, and the costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Legal Charge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable)

**"Enforcement Party"** means any of the Lender, a Receiver or a Delegate.

**"Finance Documents"** means the "Finance Documents" as defined in the Loan Agreements.

**"Interest"** means interest at the rate provided in and calculated and compounded in accordance with the Loan Agreements both before and after judgement.

**"Loan Agreement 1"** means a term loan agreement (as the same may be amended and restated from time to time) for the maximum principal amount of Euro 8,200,000 dated 19/23 December 2008 and made between, inter alia, (1) Compre Holdings Limited and (2) the Lender for the provision of certain loan facilities

**"Loan Agreement 2"** means a term loan agreement (as the same may be amended and restated from time to time) for the maximum principal amount of SEK 66,000,000 dated 1 April 2009 and made between, inter alia, (1) Compre Holdings Limited and (2)

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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

the Lender for the provision of certain loan facilities

**"Loan Agreement 3"** means a term loan agreement (as the same may be amended and restated from time to time) for the maximum principal amount of Euro 7,000,000 dated 28 February 2011 and made between, inter alia, (1) Compre (1) Limited and (2) the Lender for the provision of certain loan facilities.

**"Loan Agreements"** means Loan Agreement 1, Loan Agreement 2 and Loan Agreement 3 and **"Loan Agreement"** means any of them.

**"Obligor"** means the "Obligor" as defined in the Loan Agreements.

**"Receiver"** means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Legal Charge in respect of the Chargor or in respect of the Secured Property or any of them.

**"Secured Property"** means the assets charged in Clause 3 (Charging clause) of the Legal Charge (referred to at paragraph 1 above) and includes any part or parts of them

**"Shares"** means all shares (if any) specified in Schedule 1 (Shares) of the Legal Charge (as described in Schedule 1 to these continuation pages), and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor in the Company from time to time or any in which it has an interest.

**"indebtedness"** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent).

**"security"** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

#### Schedule 1 Shares

	Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
1.	Moorgate Insurance Company Limited	00147862	2,500,000 Ordinary Shares

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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### Delivery of instrument

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 866).

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 870). 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).

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### Signature

Please sign the form here

Signature

Signature

X Eversheds LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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 Winnie Ma

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 9797



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5085925  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 28  
FEBRUARY 2011 AND CREATED BY FINNEX HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY OBLIGOR TO ALANDSBANKEN ABP ON ANY  
ACCOUNT WHATSOEVER 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 11 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2011

ND



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES