

261313/65-
MG01

Particulars of a mortgage or charge



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, p
form MG01s

FRIDAY



LD4 *L990BSCI* 11/03/2011 167
COMPANIES HOUSE

1

Company details

For official use

Company number

5 0 8 5 9 2 5

Company name in full

Finnex Holdings Limited (the "Pledgor")

→ Filling 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

2 8 10 12 20 11 11

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

Amendment and Restatement Agreement in relation to the Share Pledge
Agreement dated 23 December 2008 (the "Agreement")

4

Amount secured

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

Amount secured

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 (i) any interest, (ii) all
costs, charges and expenses whatsoever (for the
avoidance of doubt including but not limited to
legal fees) incurred by the Lender (the "Secured
Liabilities")

Continuation page

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

MG01**Particulars of a mortgage or charge****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

Continuation page

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

Name

Ålandsbanken Abp (the "Lender")

Address

Nygatan 2, FI-22100 Mariehamn, Finland

Postcode

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Name

Address

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

The Pledgor, as continuing security for the timely and complete discharge of the Secured Liabilities, unconditionally and irrevocably pledges, as a first priority pledge, on regular commercial basis and motivated by business reasons to the Lender on the terms and conditions set out herein, all its title to and rights and interests in the Security Assets representing one hundred (100) per cent of the issued and outstanding Shares and the Related Rights as detailed below

Company	Numbers of the Target Shares to be pledged	Total Number of the Target Shares to be Pledged	Share Certificates representing the Target Shares
Bothnia International Insurance Company Ltd. with business identity code 0947118-3	1 - 2,250,002	2,250,002	4

MG01 - continuation page

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

All payments of dividends and other distribution whatsoever paid or payable after the date hereof shall at all times be paid in accordance with the terms and conditions of the Loan Agreements.

The Pledgor undertakes and agrees with the Lender that it shall not otherwise than as permitted by the Finance Documents

(a) create or permit to subsist any encumbrance or grant any other right over any Security Asset other than the security interest created by the Agreement;

(b) sell, assign, lease, transfer or otherwise dispose of any Security Asset or permit the same to occur

Upon the occurrence of an Event of Default and as long as it is continuing, the Pledgor (to the fullest extent permitted by applicable law) hereby irrevocably appoints the Lender as its attorney, with full power of substitution, to do any and all acts which the Pledgor is obliged by the Agreement to do, but in the opinion of the Lender has failed to do, and for the purpose of carrying out the purposes of the Agreement and to take any action and executing any instruments which the Lender may deem necessary or advisable to accomplish the purposes hereof. The power of attorney granted pursuant hereto and all authority conferred are granted and conferred solely to protect the interest of the Lender in the Security Assets and shall not impose any duty upon the Lender to exercise any power This appointment may not be revoked by the Pledgor until after the end of the Security Period

The Pledgor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 14.1 of the Agreement shall do or purport to do in the exercise or purported exercise of all or any of the powers and authorities referred to in Clause 14 1.

Definitions

"Bothnia Loan Agreement" means the EURO 8,200,000 term loan agreement, dated 19/23 December 2008, between (amongst others) the Lender as the lender and Compré Holdings Limited as the borrower, as amended from time to time.

"Company" means Bothnia International Insurance Company Ltd with business identity code 0947118-3

"Events of Default" means an Event of Default as defined in the Loan Agreements

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

"Loan Agreements" means the Bothnia Loan Agreement, Wasa Loan Agreement and New Loan Agreement together

"New Loan Agreement" the EUR7,000,000 term loan agreement dated 28

MG01 - continuation page

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

February 2011 between Compre (1) Limited as borrower and the Lender as lender

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

"**Related Rights**" means, in relation to the Shares, all property deriving from the Shares and all other rights or benefits of all kind accruing or otherwise deriving from the Shares, including, but not limited to dividends (whether in cash or in kind), distributions or other income paid or payable on any Share, the right to participate in new issue of shares or bonus issue of shares and the right to participate in issues of convertible debt instruments, options to subscribe for new shares or other securities

"**Security Assets**" means the Shares and the Related Rights.

"**Security Period**" means the period beginning on the date of the Agreement and ending on the date (as stated by the Lender) upon which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"**Shares**" means the shares of the Company, details of which are set forth in Clause 2.1 of the Agreement and which details may be updated from time to time, and all other shares from time to time issued by the Company (whether by way of new issue of shares or bonus issue of shares, conversion, redemption or otherwise) and all convertible debt instruments, option rights to subscribe for new shares or other securities issued by the Company and from time to time owned by the Pledgor.

"**Wasa Loan Agreement**" means the SEK 66,000,000 term loan agreement dated 1 April 2009 between the Lender as the lender and Compre Holdings Limited as the borrower, as amended from time to time

MG01

Particulars of a mortgage or charge

7

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

8

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)

9

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

MG01

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 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



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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDMENT AND
RESTATEMENT AGREEMENT IN RELATION TO THE SHARE
PLEDGE AGREEMENT DATED 23 DECEMBER 2008 DATED 28
FEBRUARY 2011 AND CREATED BY FINNEX HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO THE LENDER 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

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES