

MG01

Particulars of a mortgage or charge



028 287 113  
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 to  
register particulars of a charge for  
company. To do this, please  
use form MG01s

MONDAY



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LD4

24/01/2011

27

COMPANIES HOUSE

1

**Company details**

Company number

0 6 8 2 8 5 2 8

Company name in full

Praxis I Finance PLC (the Issuer)

For official use

2

**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

d1 d8 m0 m1 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

Supplemental deed dated 18 January 2011 to the Deed of Charge dated 30 April 2009 between (i) the Issuer, (ii) Piraeus Bank S A (as seller, servicer, Greek account bank, set-off (deposits) facility provider, set-off (reclaimable payments) facility provider, subordinated reserve loan provider and liquidity reserve loan provider), (iii) Citicorp Trustee Company Limited (as the trustee), (iv) Citibank, N A, London Branch (as cash manager, Issuer account bank, back-up account bank, agent bank and paying agent) and (v) Wilmington Trust SP Services (London) Limited (as the corporate services provider)

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**Amount secured**

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

Amount secured

The aggregate of all moneys and other liabilities, whether actual or  
contingent, from time to time due or owing by the Issuer to the  
Secured Parties under the Transaction Documents

**Secured Parties** means the Noteholders, the Couponholders,  
Piraeus Bank S A (as the servicer, the seller, the subordinated  
reserve loan provider, the set-off (reclaimable payments) facility  
provider, the liquidity reserve loan provider and the set-off (deposits)  
facility provider), Citicorp Trustee Company Limited (as the trustee),  
Wilmington Trust SP Services (London) Limited (as the corporate  
services provider), Citibank, N A, London Branch (as Issuer account  
bank, cash manager, agent bank and paying agent) and any other  
agent appointed under the agency agreement dated 30 April 2009  
(as amended and supplemented from time to time)

**Continuation page**

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

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## 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 Citicorp Trustee Company Limited (the **Trustee**)

Address Citigroup Centre, Canada Square, Canary Wharf

London

Postcode E 1 4 5 L B

Name N/a

Address

Postcode

**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

Under the Supplemental Deed the Issuer

1 charges by way of first fixed charge all the present and future right, title, interest and benefits into and under the liquidity reserve loan agreement entered into on 18 January 2011 between the Issuer, Piraeus, Citicorp Trustee Company Limited and Citibank N A , London Branch (the **Liquidity Reserve Loan Agreement**) and the bank accounts agreement entered into on 30 April 2009 between the Issuer, Citibank N A , London Branch, Piraeus and Citicorp Trustee Company Limited (the **Bank Accounts Agreement**) and all rights to receive payment by the Issuer thereunder, and all payments received by the Issuer thereunder including, without limitation all rights

(a) to serve notices, make demands and / or take such steps as are required to cause payments to become due and payable thereunder,  
 (b) of action in respect of of any breach thereof,  
 (c) all rights to receive damages or obtain other relief in respect thereof, and

2 creates a first fixed charge over all of the present and future right, title, interest and benefit in and to all moneys standing to the credit of

(a) the Issuer Greek Bank Accounts, and  
 (b) any other bank account in which the Issuer may at any time have any right, title, interest or benefit and all amounts or securities standing to the credit of those accounts,

together with all interest and other income or distributions accruing from time to time thereon and the debts represented thereby

**Definitions**

**Class A Notes** means the €471,000,000 Class A Asset-Backed Fixed Rate Notes due 2026 issued by the Issuer on 30 April 2009

**Class B Notes** means the €254,000,000 Class B Asset-Backed Floating Rate Notes due 2026 issued by the Issuer on 30 April 2009

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## 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 NORTON ROSE 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 **Bertrand Bonnardel (BBON)**

Company name **Norton Rose LLP**

Address **3 More London Riverside**

Post town **London**

County/Region **London**

Postcode 

S	E	1		2	A	Q
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Country **United Kingdom**

DX **85 London**

Telephone **+44 (0)20 7283 6000**



### 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)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

#### Transaction Documents means

- (a) the Agency Agreement entered into on 30 April 2009 between the Issuer, Citicorp Trustee Company Limited and Citibank, N A , London Branch,
- (b) the Loan Sale Agreement entered into on 30 April 2009 between the Issuer, Piraeus and Citicorp Trustee Company Limited,
- (c) the Greek Assignment Agreement entered into on 30 April 2009 between the Issuer and Piraeus,
- (d) the Trust Deed constituting the Notes between the Issuer and Citicorp Trustee Company Limited dated 30 April 2009,
- (e) the Greek Account Pledge Agreement entered into on 30 April 2009 between the Issuer, Citicorp Trustee Company Limited and Piraeus,
- (f) the Deed of Charge entered into on 30 April 2009 between, among others, the Issuer and Citicorp Trustee Company Limited (for its benefit and for the benefit of the Noteholders and the other Secured Parties) as amended,
- (g) the Cash Management Agreement entered into on 30 April 2009 between the Issuer, Citibank, N A , London Branch, Piraeus and Citicorp Trustee Company Limited,
- (h) the Note Purchase Agreement entered into on or about 30 April 2009 between the Issuer, Piraeus and Morgan Stanley & Co International plc,
- (i) the Servicing Agreement entered into on 30 April 2009 between the Issuer, Piraeus and Citicorp Trustee Company Limited,
- (j) the Set-Off (Reclaimable Payments) Facility Agreement entered into on 30 April 2009 between the Issuer, Piraeus, Citicorp Trustee Company Limited and Citibank, N A , London Branch,
- (k) the Set-Off (Deposits) Facility Agreement entered into on 30 April 2009 between the Issuer, Piraeus, Citicorp Trustee Company Limited and Citibank, N A , London Branch,
- (l) the Subordinated Reserve Loan Agreement entered into on 30 April 2009 between the Issuer, Piraeus (as subordinated reserve loan provider) and Citicorp Trustee Company Limited,
- (m) the Corporate Services Agreement entered into on 30 April 2009 between the Issuer, Citicorp Trustee Company Limited and Wilmington Trust SP Services (London) Limited,
- (n) the Bank Accounts Agreement entered into on 30 April 2009 between the Issuer, Piraeus, Citicorp Trustee Company Limited and Citibank, N A , London Branch,
- (o) the Issuer - ICSDs Agreement entered into on 30 April 2009 between the Issuer and each of Euroclear Bank S A /N N and Clearstream Banking, *societe anonyme*, and
- (p) the Liquidity Reserve Loan Agreement entered into on 18 January 2011 between the Issuer, Piraeus, Citicorp Trustee Company Limited and Citibank, N A , London Branch

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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

**Couponholders** means the holders for the time being of the coupons appertaining to the Notes

**Issuer Collection Account** means the account in the name of the Issuer (SWIFT CITIGB2L, account number 11616323) and maintained subject to the terms of the Bank Accounts Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, Cash Manager, Trustee and designates as such

**Issuer Greek Bank Accounts** means the Issuer Collection Account, the Reserve Account, the Servicer Collection Account, the Liquidity Reserve Account, the Set-Off (Reclaimable Payments) Reserve Account and the Set-Off (Deposits) Reserve Account

**Liquidity Reserve Account** means the account in the name of the Issuer (SWIFT CITIGB2L, account number 11616374) subject to the terms of the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, Cash Manager, Trustee and designated as such

**Noteholders** means the holders of the Class A Notes and/or the Class B Notes

**Notes** means, as the context so requires, the Class A Notes and/or the Class B Notes

**Piraeus** means Piraeus Bank S A of 4 Amerikis Street, 105 64 Athens, Greece a commercial bank incorporated in the Hellenic Republic

**Reserve Account** means the account in the name of the Issuer (SWIFT CITIGB2L, account number 11616331) and maintained subject to the terms of the Bank Accounts Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, Cash Manager, Trustee and designates as such

**Servicer Collection Account** means the account in the name of the Issuer, with number 11616315 held with the Back-Up Account Bank and maintained subject to the terms of the Bank Accounts Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, the Cash Manager and the Trustee and designated as such

**Set-Off (Deposits) Reserve Account** means account in the name of the Issuer (SWIFT CITIGB2L, account number 11616358) and maintained subject to the terms of the Bank Accounts Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, Cash Manager Trustee and designates as such

**Set-Off (Reclaimable Payments) Reserve Account** means the account in the name of the Issuer (SWIFT CITIGB2L, account number 11616366) and maintained subject to the terms of the Bank Accounts Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Issuer, Cash Manager, Trustee and designates as such



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

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

**COMPANY NO. 6828528  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 18  
JANUARY 2011 AND CREATED BY PRAXIS I FINANCE PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURED PARTIES 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 24 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2011

L. C.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES