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	
1	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 N You cannot use this particulars of a charge company To do this form MG01s RCS	*RMGTUXXA* 28/09/2011 259 MPANIES HOUSE
1	Company details	For official use
Company number	0 7 6 7 6 9 3 3	Filling in this form Please complete in typescript or in
Company name in full	Agorazo plc	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge]
Date of creation	$\begin{bmatrix} a_2 & a_3 & b_0 & b_$	
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	Security Deed dated 23 September 2011 (the "Security Deed") between (1) Agorazo plc (registered no 07676933) as "Issuer" (2) Citicorp Trustee Company Limited (registered no 00235914) as "Trustee"	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if
Amount secured	The Issuer undertakes to the Trustee (for its own account and as trustee for the other Secured Creditors) that it shall duly, unconditionally and punctually pay and discharge to each of the Secured Creditors when due and payable all monies and liabilities whatsoever constituting the Secured Amounts. See continuation pages for definitions	you need to enter more details
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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	Citicorp Trustee Company Limited, for itself and			
Address	as trustee for the other Secured Creditors			
	Citigroup Centre, Canada Square, Canary Wharf, London			
Postcode	E 1 4 5 L B			
Name				
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	See attached continuation page			
	See attached continuation page for definitions			

MG01

Particulars of a mortgage or charge

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 None. or discount

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 870)

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 venfied copy where section 867(2) applies (property situated in another part of UK)

Signature

Please sign the form here

Signature

Clifford Chance LLP

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

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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 Samantha Loh/70-40507056

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country England

DX 149120 Canary Wharf 3

✓ Certificate

Telephone 020 7006 1989

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

MG01 - continuation page

Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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CREATION OF FIXED SECURITY

As continuing security for the payment or discharge of the Secured Amount the Issuer with full title guarantee, in favour of the Trustee for the Trustee itself and on trust for the other Secured Creditors has

- a) charged by way of first fixed charge but subject always to the right of release and discharge contained in Clause 8 (Redemption and Release) of the Security Deed, the Benefit of the Issuer Account and any bank or other accounts in which the Issuer may at any time have or acquire any Benefit
- b) The Issuer with full title guarantee, in favour of the Trustee for the Trustee itself and on trust for the other Secured Creditors, has assigned absolutely but subject always to the right of reassignment set out in Clause 8 (Redemption and Release) the Benefit under each Transaction Document (other than the Master Framework Agreement and the Trust Documents).

CREATION OF FLOATING CHARGE

As continuing security for the payment or discharge of the Secured Amounts, the Issuer with full title guarantee has also charged, in favour of the Trustee itself and on trust for the Secured Creditors, by way of first floating charge the whole of its undertaking and all its property, assets and rights whatsoever and wheresoever present and future including without limitation, its uncalled capital and the Benefit of Authorised Investment.

NEGATIVE PLEDGE

The Security Deed contains a negative pledge.

FURTHER ASSURANCE

The Security Deed contains covenants for further assurance

DEFINITIONS

In this form MG01, the following terms shall have the following meanings

- "Account Bank Agreement" means the agreement so named to be entered into on the Closing Date and made between the Issuer Account Bank, the Issuer and the Trustee
- "Account Income" means interest that accrues on balances standing to the credit of the Collection Account
- "Agent Bank" means Citibank, N A., London Branch in its capacity as the agent bank in respect of the Notes in accordance with the Paying Agency Agreement
- "Agents" means the Agent Bank and the Paying Agents and "Agent" means any one of them
- "Ancillary Benefits" means in relation to a Right, all ancillary rights, accretions and supplements to such Right
- "Ancillary Rights" means, in relation to the Receivables, (to the extent such are capable of assignment)

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MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

- a) any formative rights that are connected with such Receivables (including, but not limited to, the right to terminate the contract and the right to set the interest rate), rights, claims, privileges and benefits of article 10 paragraph 13 of the Securitisation Law,
- b) any proceeds arising from each guarantee or insurance policy (if any) obtained by the Seller in respect of the obligations of an Obligor to make payments on such accounts, including all Insurance Proceeds, and
- c) any Consumer Loan Records

"Authorised Investments" means (1) any investment or other deposit satisfying the Investment Criteria (11) in respect of which a security interest can be created pursuant to the Security Deed and (111) where the proceeds receivable on maturity is no less than the sum invested or deposited and (1v) which matures, or (in the case of a bank account) from which amounts deposited may be withdrawn at any time without penalty, before the next Interest Payment Date.

"Benefit" in respect of any asset, agreement, property or right (each a "Right" for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:

- a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all Ancillary Benefits in respect of such Right,
- b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right or its Ancillary Benefits and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account,
- c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right or its Ancillary Benefits;
- d) the benefit of all powers of the remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right or its Ancillary Benefits, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its Ancillary Benefits, and
- e) all items expressed to be held on trust for such person under or comprised in any such Right or its Ancillary Benefits, all rights to deliver notices and/or take such steps as are required to cause payment due and payable in respect of such Right and its Ancillary Benefits, all rights of action in respect of any breach of or in connection with any such Right and its Ancillary Benefits and all rights to receive damages or obtain other relief in respect of such breach

"Borrower" means, in respect of any Receivable, the related borrower or

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

borrowers or other person or persons who is or are under any obligation to repay that Receivable, and "Borrowers" means all of them.

"Business Day" means, any day on which TARGET2 is open for the settlement of payments in euro (a "TARGET Day") or, if such TARGET Day is not a day on which banks are open for business in London and in Athens, the next succeeding TARGET Day on which banks are open for business in London and in Athens

"Cash Management Agreement" means the agreement so named to be entered into on the Closing Date between the Issuer, the Cash Manager and the Trustee

"Cash Manager" means Citibank, N A , London Branch in its capacity as cash manager to the Issuer in accordance with the terms of the Cash Management Agreement

"Class A Notes" means the &1,250,000,000 Class A Asset Backed Floating Rate Notes due 2033 to be issued by the Issuer on the Closing Date

"Class B Notes" means the €412,800,000 Class B Asset Backed Floating Rate Notes due 2033 issued by the Issuer on the Closing Date

"Closing Arrangements Deed" means the deed so named to be entered into on or about the Closing Date between, the Transaction Parties

"Closing Date" means 23 September 2011

"Collection Account" means the euro denominated account in the name of the Issuer so named established with the Collection Account Bank, utilised for the time being by the Servicer in relation to Collections on the Receivables, or such other account or accounts as may, with the prior written consent of the Trustee, be the Collection Account

"Collection Account Bank" means National Bank of Greece S A or any other bank with which the Collection Account is opened

"Collection Account Bank Agreement" means the collection account bank agreement between the Collection Account Bank, the Issuer and the Trustee in relation to the Collection Account

"Collection Period" means each calendar month commencing on (and including) the first calendar day of each month and ending on (and including) the last calendar day of that month, and, in the case of the first Collection Period commencing on (and including) the Closing Date and ending on the last calendar day of October 2011

"Collections" means

a) all interest collected and to be collected from and including the relevant Cut-Off Date in relation to the Consumer Loan Portfolio, which interest shall be determined on the basis of the rate of interest

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

- specified for the Receivables under the Designated Consumer Loan Account;
- b) all principal repayments and prepayments of principal thereunder and similar charges allocated to principal collected and to be collected thereunder from and including the relevant Cut-Off Date in relation to the Receivables in respect of the Designated Consumer Loan Accounts,
- c) all late payment penalties and similar charges;
- d) all early payment penalties and similar charges;
- e) all Account Income,
- f) all Recoveries,
- g) all Insurance Proceeds;
- h) set-off amounts (including, for the avoidance of doubt, the amount of any set-off, deduction, Reclaimable Amount or Early Collection referred to in clauses 9.2 (Set-off or Deduction and Reclaimable Amounts) and 9 3 (Early collection) of the Receivables Securitisation Deed), and
- 1) any proceeds of the issuance of the Notes on the Closing Date not used to pay Initial Purchase Price which are transferred to the Collection Account on the Closing Date
- "Consumer Loan Portfolio" means all Receivables, Related Security and Ancillary Rights sold and assigned to the Issuer which are then outstanding as updated from time to time to reflect the additions of Receivables in respect of Designated Consumer Loan Accounts and the removal of Receivables in respect of Designated Consumer Loan Accounts
- "Consumer Loan Records" means, in respect of a Designated Consumer Loan Account, the original and/or copies of the agreement in respect of that Designated Consumer Loan Account, all information maintained in physical or electronic form including tapes and discs relating to the Designated Consumer Loan Accounts, information arising from accounts maintained by the Seller for recording credits and debits and any original public documentation evidencing the Designated Consumer Loan Account and any Receivables in respect of it.
- "Corporate Services Agreement" means the agreement so named dated on or before the Closing Date between the Corporate Services Provider, the Parent, the Share Trustee and the Issuer.
- "Corporate Services Provider" means Structured Finance Management Limited
- "Current Balance" means in relation to any Receivable and on any date, the aggregate of
- a) the original principal amount advanced to the Obligor, plus
- b) any other disbursement, legal expense, fee or charge capitalised, less
- c) any repayments of the amounts in (a) and (b) above
- "Cut-Off Date" means, in relation to the Consumer Loan Portfolio, 31
 August 2011
- "Defaulted Account" means any of the following:
- a) a Designated Consumer Loan Account which has a Receivable which is 120

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

Days in arrears, or which has been referred to the Servicer's non-performing loans division, whichever occurs earlier,

b) in the event any Receivable comprised in the Consumer Loan Portfolio becomes subject to withholding tax which tax does not cease to apply be within 30 days

"Designated Consumer Loan Account" means a consumer loan account originated by the Seller which has been designated from the identified by a specific number identifying such account and which is, in each case, an account the Receivables arising on which have been (or will, upon coming into existence, be) assigned to the Issuer as a result of the execution by the Seller and the Issuer of a Greek Law Assignment Agreement in accordance with the Receivables Securitisation Deed and for the avoidance of doubt, the term shall also be deemed to include, as of any relevant Substitution Date, each account listed in a Greek Law Assignment Agreement but shall not include any such account which has ceased to be a Designated Consumer Loan Account in accordance with Clause 20 (Redesignation) of the Receivables Securitisation Deed

"Early Collection" means, if any Principal Receivable purported to be assigned pursuant to the Security Deed and any Greek Law Assignment Agreement shall have been collected in whole or in part prior to the time of such purported assignment, then the portion thereof which shall have been so collected

"Greek Law Assignment Agreement" means each agreement so named dated the Closing Date or Substitution Date between the Seller and the Issuer pursuant to which (i) the Seller will assign the benefit of certain Receivables, their Related Security and Ancillary Rights to the Issuer or (ii) the Issuer will re-assign the benefit of certain Receivables, their Related Security and Ancillary Rights to the Seller, in each case pursuant to Article 445 et seq of the GCC.

"Guarantor" means, in relation to a Receivable, the individual or individuals assuming an obligation to guarantee repayment of such Receivable

"Initial Purchase Price" means, in respect of any Principal Receivables, the aggregate Current Balance of those Principal Receivables.

"Insurance Proceeds" means any amounts recovered by the Seller or the Servicer pursuant to any insurance policies covering any Obligor with respect to Receivables in Consumer Loan Portfolio

"Interest Payment Date" means the 15th day of each of March and September, provided that if any such day is not a Business Day, it shall be the immediately succeeding Business Day

"Issuer Account" means the euro denominated account so named established with the Issuer Account Bank in accordance with the terms of the Account Bank Agreement, or such other account in the name of the Issuer used for

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

such purpose with another bank

"Issuer Account Bank" means Citibank, N A , London Branch in its capacity as issuer account bank under the Account Bank Agreement

"Liabilities" means in respect of any person, any losses, liabilities, damages, costs, awards, fees, expenses (including properly incurred legal fees) and penalties incurred by that person.

"Master Execution Deed" means the deed so named to be entered into on or about the Closing Date between each of the Transaction Parties

"Master Framework Agreement" means the agreement so named to be entered into on or about the Closing Date between each of the Transaction Parties

"Noteholders" means the persons who for the time being are the holders of the Notes

"Note Purchase Agreement" means an agreement so named dated on or about 23 September 2011 between the Issuer and the Seller

"Notes" means the Class A Notes and the Class B Notes

"Obligor" means, in respect of a Receivable, the Borrower and/or the Guarantor in relation thereto

"Parent" means Agorazo Holdings Limited, private limited liability company (Registration Number 7754484), incorporated under the laws of England and Wales and having its registered office at 35 Great St Helen's, London EC3A 6AP.

"Paying Agents" means the paying agents named in the Paying Agency Agreement together with any successor or additional paying agents appointed from time to time in connection with the Notes under the Paying Agency Agreement

"Paying Agency Agreement" means the agreement so named dated on or about the Closing Date between the Issuer, the Agents, and the Trustee

"Principal Paying Agent" means Citibank, N.A., London Branch, in its capacity as principal paying agent in respect of the Notes

"Principal Receivables" means Receivables on a Designated Consumer Loan Account which primarily comprise principal amounts owing by the relevant accountholders.

"Receivables" means in relation to the consumer loan accounts originated by the Seller, all of the Seller's present and future interests in and title to principal amounts and interest amounts and other amounts generated therefrom (excluding any fees or commissions to the amendment of the approved credit limit and the annual (or other periodic) review

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

thereof

"Receivables Securitisation Deed" means the agreement so named to be entered into on the Closing Date between the Seller, the Issuer and the Trustee

"Reclaimable Amount" means the amount, on any date of determination, required to provide, in full, for the set-off risk to the Issuer as a result of charges applied by National Bank of Greece S A. to consumer loan accountholders with respect to a change in the frequency of their payments under the terms of the Receivables Securitisation Deed, which is required to be funded by the Seller The Reclaimable Amount is calculated by the Servicer at the end of each Collection Period

"Recoveries" means all amounts received in respect of Defaulted Accounts

"Related Security" means, in relation to the Receivables, any security, including any guarantee and encumbrance, and any proceeds arising from any security (if any) granted in favour of the Seller in respect of the obligations of an Obligor to make payments on such accounts.

"Right" means any asset, agreement, property or right

"Secured Amounts" means the aggregate of all monies and Liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Creditors under the Notes or the Transaction Documents

"Secured Creditors" " means the Trustee, the Seller, the Noteholders, the Principal Paying Agent and any other Paying Agent appointed pursuant to the Paying Agency Agreement, the Corporate Services Provider, the Issuer Account Bank, the Agent Bank, the Cash Manager and the Servicer

"Securitisation Law" means Greek law 3156/2003 (published in Government Gazette issue no 157/A/25 06 03)

"Security Deed" means the deed so named dated on or about the Closing Date between the Issuer and the Trustee.

"Seller" means National Bank of Greece S A , a bank incorporated under the laws of the Hellenic Republic and having its registered office at 86 Eolou Street, 102 32 Athens, Greece.

"Servicer" means National Bank of Greece S ${\tt A}$ in its capacity as servicer under the Servicing Agreement.

"Servicing Agreement" means the agreement so named to be entered into on the Closing Date between the Servicer, the Issuer and the Trustee.

"Share Trustee" means SFM Corporate Services Limited

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

"Substitution Date" means the date on which a Principal Receivable is to be repurchased by the Seller from the Issuer and the repurchase price of which is satisfied in accordance with Clause 21 (Substitution) of the Receivables Securitisation Deed.

"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in euro.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"Transaction Documents" means the Receivables Securitisation Deed, the Servicing Agreement, the Trust Deed, the Security Deed, the Greek Law Assignment Agreement, the Collection Account Bank Agreement, the Paying Agency Agreement, the Note Purchase Agreement, the Cash Management Agreement, the Account Bank Agreement, the Corporate Services Agreement, the Master Framework Agreement, the Closing Arrangements Deed, the Master Execution Deed and any other agreement or document entered into from time to time by the Issuer pursuant thereto.

"Transaction Party" means any person who is a party to a Transaction Document and "Transaction Parties" means two or more such parties

"Trust Deed" means the deed so named dated on or about the Closing Date between the Issuer and the Trustee

"Trust Documents" means the Trust Deed and the Security Deed and (unless the context otherwise requires) includes any deed or other document executed in accordance with the provisions of the Trust Deed or (as applicable) the Security Deed and expressed to be supplemental to the Trust Deed or (as applicable) the Security Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7676933 CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED DATED 23 SEPTEMBER 2011 AND CREATED BY AGORAZO PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH OF THE SECURED CREDITORS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 28 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER 2011



