

000828/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**

THURSDAY



A8J5W4NE

A14

28/11/2019

#218

COMPANIES HOUSE

for official use

1 Company details

Company number 0 8 6 7 6 0 5 5 ✓

Company name in full LOIZOU & CO LIMITED ✓

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 d 8 m 1 m 1 y 2 y 0 y 1 y 9 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name NATIONAL BANK OF GREECE S.A. ✓
75 KING WILLIAM STREET, LONDON EC4N 7BE

Name

Name

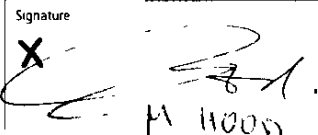
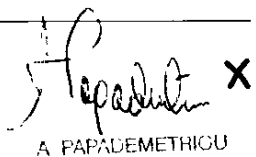
Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p> </p> <p>A. PAPADEMETRIOU</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name	A. PAPADEMETRIOU
Company name	NATIONAL BANK OF GREECE S.A.
Address	75 KING WILLIAM STREET
Post town	LONDON
County/Region	
Postcode	E C 4 N 7 B E
Country	ENGLAND
DX	
Telephone	020 7015 0617



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8676055

Charge code: 0867 6055 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2019 and created by LOIZOU & CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2019.

Given at Companies House, Cardiff on 30th November 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Having seen the original I certify this is a true copy
Name A. PAPADEMETRICU Signature Hapachitu
Position Head of Date 27.11.2019
CORPORATE & CREDIT ADMIN.

MEMORANDUM OF CASH COLLATERAL

TO: **NATIONAL BANK OF GREECE S.A.**
75 King William Street
LONDON
EC4N 7BE

NBG
75 KING WILLIAM STREET
LONDON EC4N 7BE

M. HOOD

A. PAPADEMETRICU

In consideration of your providing or continuing to make banking facilities available to us by way of loans or advances guarantees overdrafts or otherwise ("the Facilities") we hereby acknowledge to and agree with you as follows to the intent that the provisions hereinafter set out shall apply on a continuing basis:-

1. **Security** We acknowledge that all monies standing to the credit of our account held with you under customer id number 656642 (which is hereinafter called "the Security") are to be blocked and held by you as a continuing security for the due payment to you of all sums (including interest, commission, charges and expenses) and the satisfaction of all liabilities, present or future, absolute or contingent (including liabilities as surety or guarantor), for which we are now or may at any time hereafter be indebted or liable to you on any account or in any manner whatever and whether alone or jointly with any other person or persons.
2. **Security Maintenance Covenant** We undertake to maintain the Security for an amount not less than 100% of the aggregate amount of the Facilities plus 15% if the currency of the Facilities is different to the currency of the Security. In the event of any change in the rate of exchange (if any) prevailing between the currency of the Facilities and the currency of the Security from time to time we undertake to place forthwith or maintain in the aforesaid account an amount equal to the loss (if any) which shall occur because of a decline in the value of the Security relative to the value of the Facilities allowing a margin of 15%. If the value of the Security relative to the value of the Facilities shall have increased beyond the aforesaid margin we may withdraw any excess over the value of the Facilities with your consent.
3. **Continuing Security** The Security referred to in this Memorandum is a continuing security notwithstanding any intermediate settlement of account and is in addition, and without prejudice, to any other security or securities which you may now or hereafter hold for the sums and liabilities above-mentioned or any part thereof.
4. **Authority & Instruction** Failing payment or satisfaction by us on the due date or on demand of any sum or liability above-mentioned, you are to be at liberty, at any time or times thereafter and notwithstanding that any other such sum or liability may not be due, without notice to us and without our consent and without prejudice to any other right or remedy which you may have, without being responsible for loss, as you may deem expedient, to apply the deposit and interest thereon in or towards payment or satisfaction of the sums and liabilities above-mentioned or any part thereof as you may think fit.
5. You may at any time or times and without discharging or in any way affecting your rights hereunder:
 - (a) determine, vary or increase any credit to me/us;
 - (b) grant to us any time or indulgence;

- (c) renew any bills, notes or other negotiable securities;
 - (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any other securities or any guarantees or rights which you may now or hereafter have from or against us or any other person;
 - (e) compound with us or with any other person or guarantor.
6. As a separate and independent stipulation I/we agree that any sums or liabilities above-mentioned which may not be recoverable, whether by reason of any legal limitation, disability or incapacity or by any other fact or circumstance and whether known to you or not, shall nevertheless be treated as secured by the security referred to in this Memorandum which shall be treated as valid and effective and may be exercised in respect of such sums and liabilities as though we were sole or principal debtors.
7. **Bankruptcy & Receivership** If we shall become bankrupt or shall have a receiving order made against us or shall make an offer of composition or arrangement with our creditors or go into liquidation you may prove for the whole of the sums and liabilities above-mentioned in the same manner as if the security referred to in this Memorandum had not been created and may agree to accept any composition in respect thereof and receive and retain the whole of the dividends, composition or other payments in respect thereof and apply the same in or towards payment or satisfaction thereof;
8. **Suspense Account** You may place and keep to the credit of a suspense account for so long as you may think fit any monies received by virtue of the security referred to in this Memorandum or by virtue of any other security without any obligation in the meantime to apply the same or any part thereof in or towards payment or satisfaction of the sums and liabilities abovementioned.
9. **Currency Conversion** If for the purposes of obtaining Judgment in any Court it becomes necessary to convert any sum due hereunder in one currency ("the Contractual Currency") into another currency ("the Judgment Currency") such conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which the Judgment is given. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the Judgment is given and the date of actual payment of the amount due we will pay such amount [if any] as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under the Agreement in the Contractual Currency.
10. **Bank's Certificate Conclusive** A Certificate by any Officer of your Bank as to our indebtedness and liabilities shall be conclusive evidence against me/us in any legal proceedings, unless proved manifestly wrong.
11. **Security Unencumbered** We represent and warrant that I we are the beneficial owners free from encumbrances of the Security now subject to the terms hereof and that we will not create or attempt to create or permit to arise or subsist any encumbrance other than this charge on or over this Security or all

or any part of it.

12. **Provisions Binding** The provisions hereof shall remain binding on us notwithstanding any amalgamation that may be effected by you with any other company or companies and notwithstanding any reconstruction by you involving the formation of and transfer of all or any of your assets to a new company and notwithstanding the sale of all or any part of your undertaking and assets to another company to the intent that the acknowledgment and agreements herein contained shall remain valid and effectual in all respects and that the benefit thereof and all rights thereby conferred upon you may be assigned to and enforced by any such company or companies as if such company or companies had been named herein instead of you.
13. **Clauses Severable** Each of the provisions of this Memorandum of Cash Collateral is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
14. **Waiver** No failure or delay by you in exercising any right or remedy you may have hereunder shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy by you.
15. **Law & Jurisdiction** This Memorandum and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the Laws of England and we hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Justice in England notwithstanding that this Memorandum of Cash Collateral may be enforced in any Court of competent jurisdiction.

We have read through the whole of this document before signing and have been informed of the advisability of seeking independent legal advice on its terms. We further acknowledge and agree that we fully understand the contents and the effect of this document as written in the English language.

SIGNED and DELIVERED as a DEED)

by *[Signature]*)

LOUIS 20/20V

on behalf of LOIZOU & CO LIMITED

8/11/2019

In the presence of:- Witness Signature:

Witness Name/Occupation / Address:

[Signature]
.....
AIKATERINI KARAHALOTI / MANAGER
57 BERKELEY SQUARE, LANSDOWN GROVE
OFFICE 104, THIRD FLOOR,
LONDON W1J 6ER