

**EXPRESSION OF INTEREST FOR THE ACQUISITION OF A MAJORITY PARTICIPATION
IN THE SHARE CAPITAL OF ASTIR PALACE VOULIAGMENI S.A.**

Request for clarifications submitted by 07.03.2013

QUESTION 1: According to the EOI Invitation, (paragraph 1.1.6):

1. Has there been any newer development regarding the separate process for the plot owned by the Archdiocese of Athens?
2. Is it possible that this separate process, if and when it is launched, will influence the NBG/HRADF process?

ANSWER:

1. No update can be given with regards to the process for the plot owned by the Archdiocese of Athens.
2. This process is an independent, separate process that is not expected to have any influence on the NBG/HRADF process.

QUESTION 2: According to the EOI Invitation, (paragraph 1.3.2), what is the minimum offer (e.g. 33%, 51%, 67%, 85.35% or other) for the Stake that will be accepted by the Principals?

ANSWER: NBG and HRADF are seeking to divest the entire participation they will be holding in ASTIR at the time of the transaction closing. It is expected that the holding to be disposed will exceed in the aggregate the 90% of the total share capital of Astir.

QUESTION 3: According to the EOI Invitation, (paragraph 2.2.1),

1. when still ASTIR acquire full ownership of the HRADF/NTO Property?
2. Will this acquisition be completed through cash or shares?
3. If HRADF acquires new shares will these be offered as part of the Stake or in a separate future Process?
4. Is it possible that the total number of shares available to the Interest Parties in the Second Phase will exceed 90% of ASTIR's total Shares issued and outstanding?

ANSWER:

1. Upon transaction closing, it is expected that Astir will hold full, unencumbered ownership of the NTO property.
2. This acquisition is expected to be completed in a manner to be outlined in the RfP and/or the draft SPA that will be circulated in the Phase II.
3. These will be offered as part of the Process, as indicated in 1.3.2.
4. Yes.

QUESTION 4: According to the EOI Invitation, (paragraph 2.3.2), what is the time schedule for the approval of the SPREADeP or any similar planning or zoning legislation for the Properties? Will this approval occur well before the deadline of the Second Phase and the submission of binding offers? Following recent developments in other privatization process (Kassiopi, Afantou) regarding appeals in the State Council, what will be the Principals if any such appeal for the Properties is submitted to the State Council and how will affect the time schedule for the Preferred Party?

ANSWER: Any information around SPREADeP or any similar planning or zoning legislation for the Properties will be made available in Phase II.

QUESTION 5: According to the EOI Invitation, (paragraph 3.1.2), what is the time schedule for the Second Phase?

ANSWER: It is expected to last between 4 – 6 months as of the date of official release of the RfP.

QUESTION 6: According to the EOI Invitation, (paragraph 4.2.1 / 4.2.2), Is it possible to review and examine already issued building licenses, topographical diagrams or any other useful official document to evaluate the feasibility of the potential development mentioned in these two paragraphs?

ANSWER: Such information will be made available to interested parties as part of Phase II of the Process.

QUESTION 7: According to the EOI Invitation, (paragraph 4.4), Regarding further Zoning Potential, Article 11 of Law 3986/2011 allows for Tourism/Leisure Land Use the use of Casino and Health Care. Is it in the intentions of the Principals to include these uses in the SPREADeP as a possible development option?

ANSWER: No decision has yet been made and all uses available in line with applicable law will be taken into consideration.

QUESTION 8: According to other official, legal and company documents, aside from Astir Marina Vouliagmenis S.A. is there any other subsidiary (partial or full) of Astir? If there are, please provide key details, if possible?

ANSWER: No there is not other subsidiary of Astir.

QUESTION 9: In the 2006 Financial Statement (http://investor.astir-palace.com/media/pdf/financial_statements_2006_en.pdf), it is mentioned that Starwood Inc.

has assumed management of the complex on July 1st 2006 and for 15 years. When will the contractual agreement be provided to the Interest Parties? What are the key details of this agreement (management fees, termination clause, etc.)?

ANSWER: Further details on relevant arrangements will be made available to as part of Phase II of the Process.

QUESTION 10: In the official Starwood web site (www.starwoodhotels.com/whotels/property/overviews/index.html?propertyID=1985) the launch of W Athens hotel (the former Aphrodite Hotel located on the NTO Property), is scheduled for 2016. Please provide any details regarding contractual agreements with Starwood of an undergoing development plan that may influence the future development of NTO Property.

ANSWER: It is anticipated that the Preferred Party will have discretion to make decisions concerning whether or not to develop the Aphrodite Hotel located on the NTO Property. Further details on relevant arrangements will be made available as part of Phase II of the Process.

QUESTION 11: What are the financial terms of the ASTIR-NT0 agreement for the right of use of a 1.600m. beach located in the NBG Property? What are the financial terms of the ASTIR-NT0 agreement for the right of use of a 2.100m. beach located in the NTO Property? What are the financial terms of the ASTIR subsidiary – Public Properties Company agreement for the long-term lease of Vouliagmeni Tourist Port (Marina)? Specifically for this lease, what are the terms for the payment of the outstanding amount of euro thirty million one hundred thousand (30,100,000) plus taxes and duties, mentioned in the Web Site <http://www.astir-marina.com/?page-article&id=1&en=1> ?

ANSWER: Further details on relevant arrangements will be made available as part of Phase II of the Process.

QUESTION 12: In the 2012 9-month Financial Statements (<http://investor.astir-palace.com/media/pdf.2012.oiko,katastash2012.pdf> Page 12), short-term bank debts of euro nineteen million two hundred thousand (19,200,000) expire in October 2013. As mentioned the repayment of these bank debts has been agreed with NBG. Considering the time schedule of the Process, how will this repayment affect it? Will ASTIR repay in full or partially these debts? Will it defer it under agreement with NBG to 2014? Given the deleveraging of the Greek Banking Sector, will NBG continue to finance ASTIR after the competition of the Process?

ANSWER: ASTIR's financial condition is sound. Interested Parties that qualify to Phase II of the Process will be given adequate comfort about ASTIR's funding outlook going forward. All

funding arrangements between NBG and Astir going forward will be determined and further information will be made available to Qualified Parties prior to the submission of Binding Bids.

QUESTION 13: In the 2011 Financial Statements (<http://investor.astir-palace.com/media/pdf/2011/oikonomikiEkthesi2012.pdf> Page 60), litigation cases filed against ASTIR amount to approximately euro twelve million (12,000,000) while cases filed by ASTIR to approximately euro seven million three hundred thousand (7,300,000). These appear for the first time in detail in the 2008 Economy Report (http://investor.astir-palace.com/media/pdf/economy_report2008.pdf , Page 43) for the amount of 10,600,000€. In the 2007 and 2006 Economy Reports (http://investor.astir-palace.com/media/pdf/apologismos_2007.pdf, http://investor.astir-palace.com/media/pdf/apologismos_2006.pdf), there is a mention of litigation cases in general, with no mention of estimated amount. What are the details of these cases? Why has ASTIR decided not to form any provisions?

ANSWER: Further details on relevant arrangements will be made available as part of Phase II of the Process.

QUESTION 14: In the 2011 Financial Statements ([http://investor.astir-palace.com/media/pdf/2012/Annual Financial Report 2011.pdf](http://investor.astir-palace.com/media/pdf/2012/Annual_Financial_Report_2011.pdf) Page 21), NBG is required by Law to hold 51% of the Share Capital. How and when will this be resolved?

ANSWER: This matter will be resolved accordingly in a timely manner / prior to transaction closing.

QUESTION 15: If the Interested Party acquires in full the Stake of the Listed Company, is there any legal obstacle to the knowledge of the Principals for the invitation of the delisting procedure?

ANSWER: Delisting would be subject to applicable laws and regulations. Interested Parties are urged, and expected, to seek independent legal and other relevant professional advice on all aspects of the Process and Transaction.

QUESTION 16: In the 2011 Financial Statements ([http://investor.astir-palace.com/media/pdf/2012/Annual Financial Report 2011.pdf](http://investor.astir-palace.com/media/pdf/2012/Annual_Financial_Report_2011.pdf) Page 56), it is mentioned that the Company has been audited up to the year 2005 inclusive, Since the Company's tax liabilities have not been finalized for a period of seven years, how valid is the assessment that there will be no significant on its financial status?

ANSWER: Further details on relevant arrangements will be made available as part of Phase II of the Process.

QUESTION 17: Will there be a provision or prior action in the Second Phase from the Principals to amend and unify all existing expiration dates of various contracts (NTO beach 1.600m. expires in year 2022, NTO Beach 2.100m. in 2029, NTO Property in 2029 and Tourist Port in 2052)?

ANSWER: Please note that the NTO Property, that it is currently subject to a right of usufruct expiring in 2029, is expected to be owned by Astir upon Transaction closing and will thus not be subject to an expiration date. The Astir beach and NTO beach are subject to concessions of beach rights, in accordance with applicable laws. It is envisaged that the term of such concessions is to be extended prior to Transaction closing. Since the different concessions are not subject to the same laws, rules and procedures, their duration may not coincide.

QUESTION 18: How will the Principals address the conflict of the Process with Article 10 of the Law 377/1976 (<http://www.et.gr/docs-nph/search/pdfViewerForm.html?args=5C7QrtC22wEE8HdDZpIXTHdtvSoClrL8VloTJfhRHIF5MXD0LzQTLWPU9yLzB8V68knBzLCmTXKaO6fpVZ6Lx9hLslJUqeiQtYJLsimOeNHvoqfXk0BEf5vN9rgbxuR9BNHYW2MaG20>)?

ANSWER: This matter will be resolved accordingly in a timely manner / prior to transaction closing.

QUESTION 19: How will the Principals address a possible issue regarding the validity of Article 1.B of Law 162/1975 (http://www.et.gr/docs-nph/search/pdfViewerForm.html?args=5C7QrtC22wGlc9CeQB02P3dtvSoClrL86k-uc3ngzth5MXD0LzQTLWPU9yLzB8V68knBzLCmTXKaO6fpVZ6Lx9hLslJUqeiQLUsBhaYngxHs_K3KbcP1zZc1sv9kmlrSNWH-ff2390).) if any appeals arise for the reinstatement of a reforestation area?

ANSWER: The provisions of Law 162/1975 are applicable, in force and cannot be appealed against directly. Additionally, the Principals are not aware of any administrative act relevant to the Properties having been challenged in respect of the said law.

QUESTION 20: How will the Principals address the conflict of the Process with Article 4 of the Contract 2560/1972 ([http://www.et.gr/docs-nph/search/pdfViewerForm.html?args=5C7QrtC22wEe04wPOB48FndtvSoClrI87ilx\)ICjFxp5MXDOLzQTLWPU9yLzB8V68knBzLCmTXKaO6fpVZ6Lx9hLUUqeiQM_NaGWOVapMrgdWhAoiKPUU_IDtTqCFFpExVto686A](http://www.et.gr/docs-nph/search/pdfViewerForm.html?args=5C7QrtC22wEe04wPOB48FndtvSoClrI87ilx)ICjFxp5MXDOLzQTLWPU9yLzB8V68knBzLCmTXKaO6fpVZ6Lx9hLUUqeiQM_NaGWOVapMrgdWhAoiKPUU_IDtTqCFFpExVto686A))?

ANSWER: This matter will be resolved accordingly in a timely manner / prior to transaction closing.

QUESTION 21: In case of used an SPV to express interest, please clarify whether:

1. the shareholding of the SPV (whether affiliated to us or not but using us initially as a Third Party Supporter) could be transferred to a fund vehicle that would group a number of interested investors that would not express interest by the 19th of March but would still be interested to participate in the Second Phase.
2. at the time of submission of the binding financial offers, the Third Party Supporter would still need to be backing the SPV if the latter is now owned by a fund vehicle that meets the pre-qualification criteria or the SPV joins forces with another Qualified Party.
3. the Bank Reference Letter needs to be for the SPV or whether it can be for the Third Party Supporter instead.

ANSWER:

1. Pursuant to section 5.2. of the Invitation, Interested Parties that participate in the Process in the form of a consortium are not required to establish or assume a specific legal form in order to submit an Expression of Interest. However, the successful Interested Party may be required or allowed to establish an SPV for purposes of the Transaction. Please note that, depending on the particular features of the respective Expression of Interest, the SPV could also be viewed as a single (corporate) Interested Party. Details required to be disclosed in respect of each Interested Party include those applicable to each Key Shareholders. Pursuant to section 5.6 of the Invitation, changes to the Interested Parties (including, if applicable, Members of Consortia) may be permitted to NBG's approval and on the terms outlined in the said section. Amongst other matters, the Principals require submission of Supporting Documents regarding each additional/new Member and/or Key Shareholder, evidencing their individual compliance with the terms and conditions of the Invitation, including satisfaction of the Pre-Qualification Criteria. The Process Letter that will be distributed to Qualified Parties in the Second Phase of the Process will contain rules and conditions regarding the potential formation of the SPV.
2. Such matters will be discussed in more detail during the Second Phase. Subject to what may be set out in the Request for Proposals, we would expect that yes, the Third Party Supporter will still need to back the SPV.
3. Pursuant to section 7.4.1. of the Invitation, a Bank Reference Letter must be provided by each Interested Party or, in case of a Consortium, by each of its Members. Additionally, pursuant to section 6.2.6, an the Interested Party must procure the delivery to NBG in connection with the Third Party Supporter of all Supporting Documents as would have been applicable to it had the Third Party Supporter been an Interested Party (or member thereof), in accordance with the terms more fully set out in the Invitation. In view of the above, a Bank Reference Letter (and each other

applicable document) would need to be furnished both for the Third Party Supporter and the Interested Party.

QUESTION 22: For the purposes of Section 7.3.3.4 of the Eol Invitation, where the Interested Party is a fund manager, can you please confirm that the provision of a copy of the investment advisory agreement between the UK-based investment advisor (where that entity is FSA registered) and the Interested Party is sufficient for these purposes.

ANSWER: Section 7.3.3.4 relates to the identification of the Key Shareholders of an Interested Party. In the case of funds, and as part of the requirements for identification of Key Shareholders, it specifically requires confirmation in the form of “the relevant registration documentation, administration agreement and/or equivalent document for the investment manager of the fund”. The investment advisory agreement would only help identify the nature of advisory services provided by the UK-based investment advisor to the fund manager and (notwithstanding the fact that it may be helpful in that context) would not suffice as confirmation of beneficial ownership in, and control of, the fund manager and the fund being the Interested Party, which is the requirement under the EOI Invitation.

QUESTION 23: For the purposes of the Financial Eligibility Criterion, where the Interested Party is a fund manager, will third party confirmation that the fund manager has average assets under management of at least EURO one hundred and fifty million (€150,000,000) in the last three (3) fiscal years be sufficient or will the fund manager be required to provide audited accounts of each fund managed by the fund manager.

ANSWER: An Interested Party that is a fund manager may satisfy the Financial Eligibility Criterion by demonstrating the financial capacities specified in Section 6.2.2 of the Eol Invitation and in respect of the periods specified in such Section. Such financial capacities must be demonstrated in the form specified in Section 7 and, in particular, by means of:

- I. The Bank Reference Letter (Section 7.4.1);
- II. A declaration of compliance with the Financial Eligibility Criterion (Section 7.4.3.1);
and
- III. Financial statements (audited or, as appropriate or relevant, accompanied by a declaration confirming that auditing is not required) complying in all respects with Section 7.4.3.2.

QUESTION 24: Please confirm that the land at the tip of the peninsula that lies outside the Astir fence and where the old shack shop used to be, is also included in the sale.

ANSWER: Based on our understanding of your description, that area should be included within the transaction perimeter, but excluding any parts qualifying as “beach” or “shore”

under applicable laws. Please note that we can only provide you with a definitive response on the basis of areas specified exactly.

QUESTION 25: Please confirm whether that piece of land (referenced in question 3 above), the NTO Property and the NBG Beach will both be included in the Transaction as freehold.

ANSWER: Please refer to the response to question 3 regarding the relevant piece of land. The NTO Property will be included in the Transaction as freehold (full ownership). The NBG Beach is (and will remain) the property of the Hellenic Republic and cannot be transferred by way of freehold. Rights of use in respect of the NBG Beach are expected to be extended prior to Transaction closing.

QUESTION 26: Please confirm that the lease of the Astir Beach will be extended to the same number of years as the port.

ANSWER: The Astir beach is not subject to a lease, but to a concession of beach rights, in accordance with applicable laws. It is envisaged that the term of such concession is to be extended prior to Transaction closing. However, there is currently no assurance that any such extension would coincide with the marina concession (we assume that your reference to the port is a reference to the marina). This can be explained by the fact that the beach and marina concessions are not subject to the same laws, rules and procedures.

QUESTION 27: How much additional debt did Astir incur to acquire the lease to the port and what is the approximate level of debt for the company as of 31st December 2012?

ANSWER: Please note that this information cannot currently be furnished, on the basis that it is not (yet) publicly available.

QUESTION 28: Please outline the headline terms of the contracts with the existing restaurants e.g. the Matsuhisa (Nobu) and Moorings in the Marina.

ANSWER: Further details on relevant arrangements will be made available to as part of Phase II of the Process.

QUESTION 29: Reading your 22 pages “Invitation to Submit an EoI..”, I currently refer to the section 8 (“Clarifications-Timetable”) and would like to have some information concerning the Section 4 (“ASTIR PALACE RESORT ASSET OVERVIEW”) and more particularly the issue concerning the leaseholds. In this Section 4, some leaseholds:

- i. NBG leasing of NTO Property- term year 2029,
- ii. ‘Beach Rights’-term year 2022,

- iii. 'Marina Concession Rights'-term 40 years,
- iv. 'NBG Beach' –term year 2029.

are between 9 years to 40 years only, before they expire.

Can you, please, indicate to me what will happen at the end of these leases? Are they automatically renewed for a long period? At which conditions? Can the renewal be a Condition Precedent to the closing?

ANSWER:

- i. NTO Property: As per the Invitation, upon Transaction Closing, full ownership of the NTO Property is anticipated to have been acquired by Astir and the relevant lease agreement between NBG and Astir in respect of the said property shall be terminated. As such, Astir will possess full, unencumbered and unlimited ownership of the NTO Property and the ASTIR Property.
- ii. Beach rights: It is the intention of the Principals to pursue substantial extensions of the “beach rights” attaching to each of the Properties prior to Transaction Closing. Such extensions remain subject to approvals by the competent authorities of the Hellenic Republic and to the applicable legal framework in force from time to time.
- iii. Astir Marina Vouliagmenis S.A.: As per Astir’s corporate announcement on 01.11.2012, Astir Marina Vouliagmenis S.A. holds the marina concession for a 40-year tenure, commencing upon delivery of the marina
(http://www.ase.gr/content/gr/announcements/companiespress/press.asp?press_id=159671)

QUESTION 30:

- 1. Can the land be purchased outright by a perspective bidder? This is the best scenario?
- 2. Can the lease terms of the land and marina be extended for 100 years so that a solid ROI can be obtained?

ANSWER:

1. NBG does not have immediate ownership rights on the properties and cannot be party to an outright sale. As part of the structure that is envisaged by this Process, the successful investor will acquire shares in Astir which at that time will hold freehold rights over the combined Properties. For the avoidance of doubt, the beach and shore areas adjoining the Properties, as well as the marina constitute public property and remain subject to the terms and conditions of the applicable concessions.

2. There will be no lease terms over the land as freehold (ownership) rights will be applicable to its entirety. With regards to the marina, more information about the concession agreement (which was concluded following a tender process), and any potential extension possibilities will become available during Phase 2 of the Process.