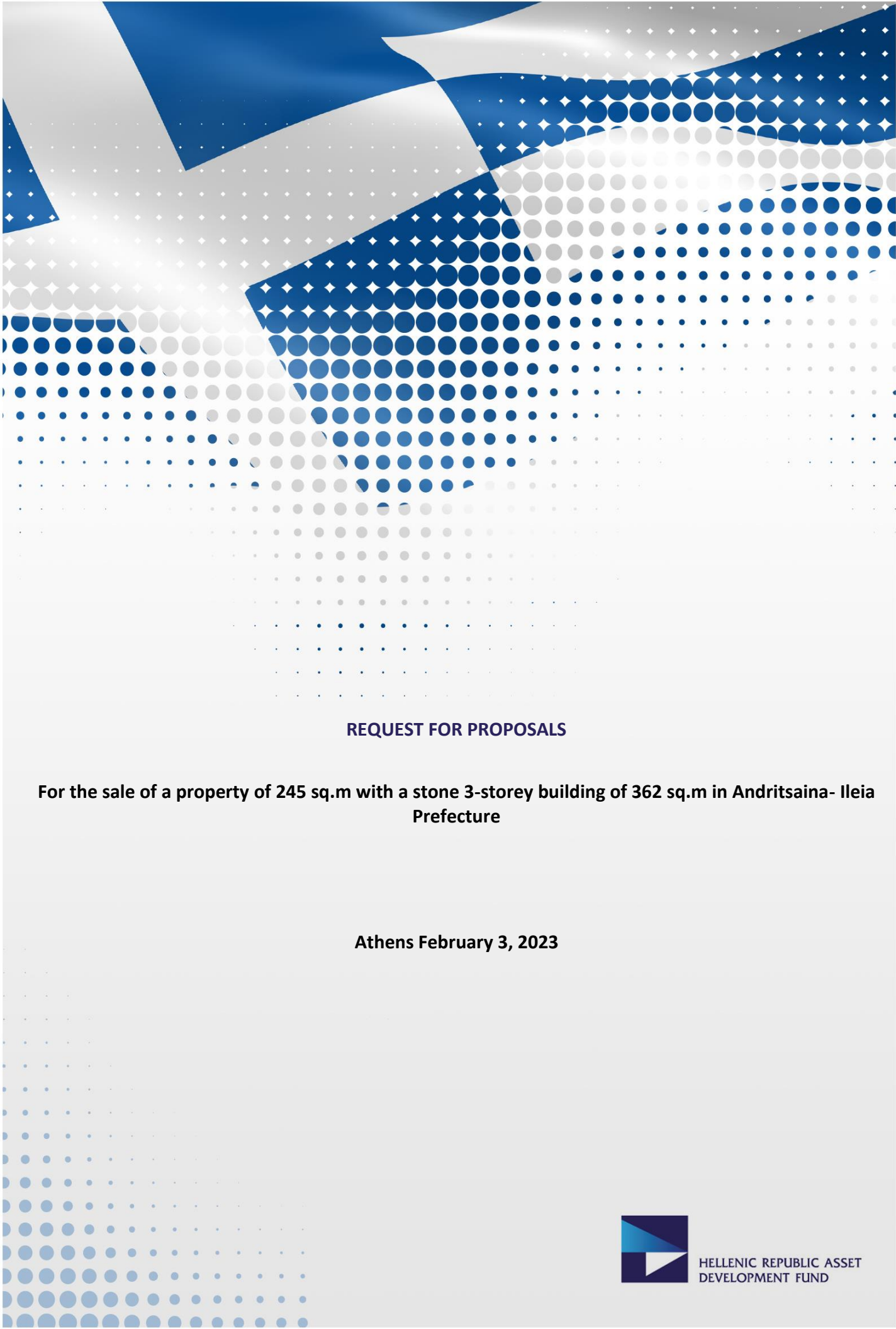




REQUEST FOR PROPOSALS

For the sale of a property of 245 sq.m with a stone 3-storey building of 362 sq.m in Andritsaina- Ileia Prefecture

Athens February 3, 2023



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

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1 Introduction

- 1.1 The Hellenic Republic Asset Development Fund S.A. (**"TAIPED" or the "Fund"**) is a societe anonyme, established pursuant to law 3986/2011 (the **"Founding Law"**) (Government Gazette A' 152/01.07.2011) whose entire share capital is owned by the company under the corporate name "Hellenic Corporation of Assets and Participations S.A." (the **"HCAP"**), which was established pursuant to law 4389/2016 (Government Gazette A' 94/27.05.2016). HCAP is wholly owned by the Greek State (GS).
- 1.2 The Fund was established with the scope to develop the assets of the Greek State (the **"GS"**) and of public entities and companies, whose share capital is fully owned, directly or indirectly, by the GS or by public entities, in accordance with the privatisation program mentioned in paragraph 1.2 below, as currently updated and in force. According to article 2 par. 5 of the aforementioned law all assets which are subject to development and exploitation by the Fund are to be transferred to the Fund pursuant to a decision of the Interministerial Committee for Restructuring & Privatization.
- 1.3 Pursuant to article 2 par.5 of the Fund Law, all the assets to be developed and exploited by the Fund are to be transferred to the Fund by virtue of a relevant decision of the Inter-ministerial Committee for Asset Restructuring and Privatizations (the **"ICARP"**). By virtue of the Decision No. 234/24.4.2013 of the ICARP (GovGaz. 1020/B/25-4-2013), in accordance with par. 4 of article 2 of law 3986/2011, as in force the property mentioned below (the **"Property"**) was transferred to the Fund in full ownership, possession and occupation. The Property has a surface of 245 sq.m with a 3-storey stone building of 362 sq.m in Andritsaina of Ilia and specifically in the provincial road of Megalopolis-Andritsaina, in the district of Agia Barbara.
- 1.4 The Fund has decided to conduct an international tender process (the **"Tender Process"**) for the sale of the Property by publishing the present Request for Proposals (the **"Request for Proposals or Request or Request"**), as described herein, in connection with the information of the Interested Parties, the terms of participation in the Tender Process (the **"Interested Parties"**), the description of the terms of participation, the selection process of the participants fulfilling the relative criteria (the **"Participants"**) and the declaration of the Highest Bidder (the **"Highest Bidder"**) who will purchase the Property.
- 1.5 Following the conclusion of the Tender Process, the Fund shall transfer to the Highest Bidder and the Bidder shall acquire full ownership of the Proas party (the **"Transaction"**) by execution of a sale contract (the **"Contract"**) before a notary public chosen by the Fund.
- 1.6 The basic purpose of the Fund through the Transaction is the maximisation of the financial benefit from the sale of the Proas party. In conducting the Tender Pocess and the Transaction the Fund commits to maintain a high level of transparency.
- 1.7 **"Advisor"** means the Legal Advisor to the Fund for the Tender Process.

2 Basic terms of the Tender Process and the Transaction

- 2.1 The main stages of the Tender are set out in the below table. The provision of the dates is indicative and may be amended at the absolute discretion of the Fund. In such case the new dates shall be announced through the Fund website and the Virtual Data Room (VDR).

From 03.02.2023 to 10.02.2023	Commencement of the tender process - Request for Proposal uploaded to the Fund's website (www.hradf.com) - Start of VDR operation and draft of Contracts uploaded to the VDR
03.03.2023	End date for submitting comments on the Contracts
17.03.2023	Final Draft of Contracts uploaded to the VDR
20.03.2023	Period for submitting requests to visit the Property
23.03.2023	Period for submitting queries about the Tender Process
05.04.2023	End date for submitting Offers

- 2.2** The Financial Consideration (as defined below) for the Property may be paid in full or in instalments as provided in Annex VIII of the Special Tender Terms. In the case of payment in instalments the transfer of the ownership of the Property shall be subject to conditions precedent and/or provision of a letter of guarantee on the part of the Highest Bidder and/or other terms and conditions as specified in the Special Tender Terms (Annex VIII).
- 2.3** Any information in relation to the Property contained in the present Request for Proposals as well as in the VDR is intended to facilitate the Interested Parties for the preparation and submission of the Offer. The material provided is indicative and not exhaustive and serves information purposes only. No warranty is given as to the accuracy, completeness or adequacy of the material provided in the VDR and the Interested Parties are required to conduct their own research and due diligence on the Property and the Transaction with the assistance of their own advisors.
- 2.4** The Interested Parties are required to register in the VDR in order to participate in the Tender Process. The Interested Parties after deposit of the VDR access expenses of three hundred euro (300€) plus VAT 24% in the Fund's bank account no 104/472127-61, IBAN GR1801101040000010447212761 SWIFT CODE: ETHNGRAA, in the National Bank of Greece may have access to the legal and technical documents and information regarding the Property (**the "Information Material"**) uploaded in the VDR. In order to have access to the VDR the Interested Parties should complete, sign and submit to the Fund (α) the Confidentiality Agreement in accordance with the Template 7 and b) VDR Rules as described in Annex 6 of the present Request without any amendment whatsoever and in original form via e-mail (pdf form), as well as c) proof of the deposit of the above expenses. **Submit of Offers without prior registration to the VDR is not allowed.**
- 2.5** It is pointed out that the Tender shall be conducted in one phase as provided below with full confidentiality of the Tender Process and the Offers:
- (i) The Interested Parties should submit the Participation Certificates provided in clause 4 (including the Letter of Participation Guarantee) in order to be accepted as Participants as well as a sealed financial offer for the Property as provided in the same paragraph (**the "Financial Offer"**).
 - (ii) The sole criterion for the declaration of the Highest Bidder is the highest financial consideration according to paragraph 5.
 - (iii) Following the decision of the Fund's Board of Directors for the declaration of the Highest Bidder and the approval of the Court of Audit in case the financial consideration exceeds the amount of one million euro (1.000.000€) (pursuant to para 4 of article 9 of the Fund's law in combination with para 4 of article 324 of

law 4700/2020 and para 9 of article 9 of law 4820/2021), the Fund and the Highest Bidder shall proceed with the execution of the Property Sale Contract in accordance with the relevant Special Tender Terms (Annex VIII).

2.6 Period of Validity of Offers and Conditions for the Submission of Offers

- (i) Each Offer shall remain valid for a as period of nine (9) months. The Fund reserves the right to extend the validity of the submitted Offers unilaterally for six (6) more months. The validity of Offers may be further extended for an additional as period if so agreed in writing between the Fund and the respective Participants.
- (ii) The declaration of the Highest Bidder may be take place after the expiry of the validity as period provided that such Highest Bidder accepts such expiry in writing.

(iii) The Participation Certificates should be submitted either in the Greek or in the English language otherwise they should be accompanied by an official translation in these languages. In case of discrepancy between the texts and their translation the text in the Greek language prevails and the English language prevails on the text in another language.

2.7 The amount of the **Participation Guarantee** is defined in the Special Tender Terms (Annex VIII). The validity of the Participation Guarantee is equal to the respective Offer (extended with responsibility and expenses of the Participant in case of extension of its Offer) and may be paid as follows:

- (i) by deposit to the account: ALPHA BANK - IBAN GR45 0140 1010 1010 0232 0021 549 - BIC CRBAGRAA,
- (ii) by submission of a bank letter of guarantee issued by an Eligible Institution, as defined below, in accordance with the Template of Annex 2,
- (iii) by (non-as personal) bank cashier's cheque issued to the "Hellenic Republic Asset Development Fund Société Anonyme".

2.8 Eligible Institution means:

- (a) a bank or other financial institution which operates lawfully at any member state of the European Union, is directly supervised by the European Central Bank as significant supervised entity or significant supervised group – as defined in article 2, points (16) and (22) of Regulation No 468/2014 of European Central Bank dated 16 April 2014 (ECB/2014/17), and which is included in the list of significant supervised entities or groups issued by virtue of article 49 par. 1 of the said Regulation;
- (b) an insurance undertaking which lawfully provides insurance services for the Class of Non-Life Insurance of Suretyship under point 15 of Annex I of the Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II);
- (c) any bank or other financial institution which operates lawfully in any member state of the European Union (EU) or the European Economic Area (EEA) or the World Trade Organisation (WTO) which has a credit rating for long-term unsecured financing of BBB+ (or higher) from Standard & Poor's Corporation, or Baa1 (or higher) from Moody's Investors Services, Inc., or BBB+ (or higher) from Fitch Ratings;
- (d) the Deposit and Loans Fund, a public law entity under the supervision of the Minister of Finance.

2.9 The Participation Guarantee is returned to the Participants, upon their request, within five (5) working days from the date of submission by the Highest Bidder of the Transaction Guarantee or the Advance Payment Guarantee, otherwise upon the end of its term, otherwise upon cancellation of the Tender Process by the Fund. The Participation Guarantee may, at the absolute discretion of the Fund, be set off against any other debt or obligation of the Bidder, following the latter's request to that effect.

2.10 Interested Parties are requested to review carefully the Request for Proposals including its Annexes and the Information Material. Interested Parties may address queries regarding the Submission of Offer, the Tender process and the Transaction in general. The requests for clarifications may be submitted in the Greek or in the English language by e-mail to the address info@hraf.gr or via VDR the latest until March 23, 2023. The Fund will reply to requests for clarifications in the Greek or/and the English language while in case of inconsistency, discrepancy or inaccuracy between texts in the Greek and the English language the text in the Greek language shall prevail. All the relevant clarifications shall be uploaded in the VDR and be available to all Interested Parties without disclosing the identity of the Interested Party who submitted the query.

2.11 The Property is transferred “as is and where is found”. It is the responsibility of the Interested Parties to conduct a full legal and/or technical due diligence of the Proas party. It is noted that the Information Material may be updated or modified, in which case Interested Parties shall be informed by email to info@hraf.gr. Interested Parties are urged to check the VDR regularly for possible updates or amendments of the Information Material regarding the Proas party.

2.12 All information provided to the Interested Parties aim to assist them to compile and submit their Offer. This data is provided for information purposes only and is purely indicative and non-exhaustive. No warranty is provided concerning the accuracy, completeness or adequacy of the Information Material and the Fund, its Advisor and the drafters of the Information Material shall not be liable for any inaccuracies, omissions or oversights. It is deemed and stipulated that the Interested Parties have studied and conducted their own research and data analysis with the assistance of their own advisors and have studied and fully understand the Information Material.

2.13 Expenses of the Interested Parties:

- (a) The Interested Parties shall exclusively bear their own expenses, of any nature whatsoever, incurred during the preparation for their participation and their participation itself in the Tender Process.
- (b) The Interested Parties participate in the Tender Process upon their own independent decision and at their own risk and such participation does not provide any grounds for any claim against the Fund and/or the Advisor.

2.14 All Annexes to the present Request for Proposals constitute an integral, material part hereof namely:

- (i) Solemn Declaration Template (Annex 1A and 1B)
- (ii) Letter of Participation Guarantee Template (Annex 2) in case the Participation Guarantee is not paid in cash or with a bank cashier’s cheque.
- (iii) Transaction Guarantee Template (Annex 3)
- (iv) Financial Offer Template (Annex 4).
- (v) As personal Data Protection Notice (Annex 5).
- (vi) VDR Rules (Annex 6)
- (vii) Confidentiality Agreement (Annex 7)
- (viii) Special Tender Terms (Annex 8)

2.15 Applicable Law and Jurisdiction

The Tender Process is governed by the laws of Greece. Any disputes in connection with the Tender Process shall be referred to the exclusive jurisdiction of the competent courts of Athens, Greece.

3 Right of Participation

3.1 Natural persons, legal entities and group of as persons or joint ventures are eligible to participate in the Tender and submit an Offer provided that they do not fall under any of the reasons for exclusion mentioned below and that they comply

with the rules of the Tender (**"Eligibility Criteria"**). The meeting of the Eligibility Criteria by a specific Interested Party is certified by means of the documents listed under par.4 below (**"Tender Participation Documents"**). Interested Parties who do not satisfy any of the Eligibility Criteria or make any false or inaccurate statement in this respect, will be disqualified and will not be as permitted to take further part in the Tender Process.

- 3.2** Upon penalty of disqualification, natural as persons or legal entities and group of as persons or joint ventures are not as permitted to participate directly or indirectly with more than one Offer for the Proas party as Participants or as members of a Participant or as a third party providing financing support or in any other capacity (such as associates, shareholders or members of shareholders, or members of the participant, irrespective of their % holding, advisors, etc.). This prohibition shall not apply in the case of a direct or indirect participation which does not exceed 5% of the share capital in a as person whose shares have been admitted to trading on a regulated market of a Member State of the European Union or the European Economic Area or the Organisation for Economic Co-operation and Development.
- 3.3** Any Interested Party who has been the subject of a court conviction or who is or has been the subject of investigation by authorities in its place of residence or anywhere else for one or more of the reasons listed below shall be excluded from participation in the Tender Process:
- (a) participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (EU L 300 of 11.11.2008, page 42);
 - (b) corruption, as defined in Article 3 Council Act of 26 May 1997 (EUC 195 of 25.06.1997, p. 1) and Article 2 (1) (a) of Framework Decision 2003/568 / JHA of 22 July 2003 on combating corruption in the private sector (EULL 192 of 31.07.2003. p. 54) and (OJ 358 of 31.12.1998, p. 2) respectively, as well as as defined in the Greek Law and / or in the Law of the country of establishment of the Stakeholder;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (EU C 316 of 27.11.1995; page 48) which was ratified by Law 2803/2000 (Government Gazette / A / 48), as this concept has been formulated and is in force after Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against criminal fraud in the Union's financial interests through criminal law;
 - (d) money laundering, as defined in Article 1 (3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on preventing the use of the financial system for money laundering or terrorist financing, in amendment of Regulation (EU) No 648/2012 of the European Parliament and of the Council and the repeal of Directive 2005/60 / EC of the European Parliament and of the Council and of Commission Directive 2006/70 / EC, as in force, which was incorporated into Greek legislation by Law 4557 / 2018, as currently in force;
 - (e) terrorist offenses or crimes related to terrorist activities as defined in Articles 3 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism, which replaced the Council Framework Decision 2002/475 / JHA and amended Council Decision 2005/671 / JHA (OJL 88, 31.3.2017, p. 6-21), respectively, or incitement or complicity or attempted crime, as defined in Article 14 thereof;
 - e) for any of the crimes of misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy, false representations, and for a crime relating to professional activities or for serious professional misconduct duly ascertained using any means.

3.4 As regards sociétés anonymes and legal entities of equivalent legal form in different jurisdictions, disqualification relating to criminal acts also applies to the president/chairman of the board of directors and the managing director (where existing) based on the articles of association or equivalent document of the legal entity. For all other types of legal entities, the above disqualification criterion applies to the legal entity's lawful representative(s).

- 3.5.** Any Interested Party shall be excluded from participation in the Tender Process where said Interested Party:
- (a) is bankrupt or is being wound up, or has entered a conciliation, restructuring or sequestration procedure or in a procedure where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended payments or business activities or is in any analogous situation arising from a similar procedure under the laws of the country in which he is established;

- (b) proceedings have been initiated against or by the Interested Party itself for a declaration of bankruptcy, for entering a conciliation, restructuring or sequestration procedure, for an order for compulsory winding up or administration by the court of suspended payments or business activities or of an arrangement with creditors, or of any other similar proceedings under the laws of the country in which he is established.
- (c) has not discharged its obligations relating to the payment of taxes, duties and social security contributions (if applicable) in the country in which it is currently established.
- (d) has committed a crime associated to their business activity, which has been proven by any means.
- (e) has made false statements while providing information required by the Tender Procedure or has not provided such information timely and properly;
- (f) has been excluded from participating in public or other acquisition procedures or tender processes in Greece or in any other country, by means of a final order of any competent Greek or foreign authority; or has been disqualified from any public or other acquisition procedure or tender process in Greece or any other country on grounds of submitting forged certificates, documents or statements.
- (g) falls within the cases of article 5a of the EU Regulation 2014/512, as amended by the EU Regulation 2022/576 (L 11q) regarding restrictive measures against Russia.

4 Participation Certificates and Financial Offer

4.1 The fulfilment of the Eligibility Criteria by each Interested Party is certified by means of the following Tender Participation Documents:

- (i) Corporate/ Identity Documents:
 - In the case of a legal entity: corporate documents evidencing the lawful establishment and operation and the lawful representation of the Interested Party (e.g. current statutes / articles of association, relevant resolution of the board of directors, power of attorney for the submission of the Bid, other documents evidencing the representation of the Interested Party). Documents published in the Hellenic Business Registry need not be authenticated.
 - In the case of a natural person: copy of ID or passport of the Interested Party.
- (ii) Solemn declaration by the Interested Party as per Annex 3, stating that the Interested Party does not fall under any of the grounds of exclusion enumerated above (under par.3.2 -3.5) and that, if nominated as Highest Bidder, the Interested Party shall procure the related certificates (enumerated below under par.6.3) within twenty (20) days from said inauguration.
- (iii) The Tender Participation Guarantee according to the provisions of par. 2.6. In the case where the Tender Participation Guarantee is provided by cash deposit, the related bank document is submitted and the IBAN of the Interested Party's bank account where said Tender Participation Guarantee may be returned, as provided below, is notified. In the case of a letter of guarantee issued by a Eligible Institution, its duration is at least nine (9) months from the deadline for the submission of Offers. The Participation Letter of Guarantee shall be issued by a Eligible Institution or credit organisation in accordance with the criteria as per para 2.8 of this Request.
- (iv) As personal Data Protection Process legally signed by the individual whose personal data are contained in the Offer, according to Annex V. If the Offer contains data on more than one individual, then each such individual is required to submit a signed As personal Data Protection Process.

- (v) In the event of representation of an Interested Party by a third as person (Realtor), a Solemn Declaration by the Realtor is required, stating the name of the Interested Party, the number of the Realtor Authorization Instrument and a clear reference to the Propewrty. For the purposes of the Tender Process, a Realtor is a professional real estate agent.

4.2 In case of **group of as persons or Joint Ventures (hereinafter «Joint Venture scheme»)** each of their member should fulfil the Eligibility Criteria and submit the Participation Certificates as per para 4. and, additionally, a private agreement must also be submitted, containing the following:

- (i) the appointment of a legal representative vis-à-vis the Fund,
- (ii) the appointment of an agent-for-service, who must be a Greek language-speaking resident of Athens, expressly authorized to receive any document relating to the Tender Process,
- (iii) the determination of the participation of each member in the joint venture scheme,
- (iv) the express stipulation that each member of the the joint venture scheme is jointly and severally liable vis-à-vis the Fund regarding the fulfillment of the obligations arising out of the Tender,
- (v) the express stipulation that any change in the members ot the participation as perecentage in the joint venture scheme untill the full payment of the Agreed Price as defined in paragraph 6.6 of the present Request is subject to the prior written approval of the Fund, which shall not be unreasonably withheld.

In case where the Joint Venture scheme is nominated as the Highest Bidder, it must assume a corporate form in order to execute the Sale Agreement in which the participation percentage of each memmber should be the same as in the joint venture scheme. Shareholding may be altered upon request of the Highest Bidder at the absolute discretion of the Fund.

In case of a the joint venture scheme, the Tender Participation Guarantee and the Transaction Guarantee must be issued in the name thereof and must cover the joint and several liability of its members, which must be specified in the text of the Letter of Guarantee, as follows: *“[The Bank guarantees in favour of] the group of persons/joint venture and individually each of its members under the title [*] having its establishment at [*] and consisting of [*list of jv members and their addresses*] for the amount of [*]”*.

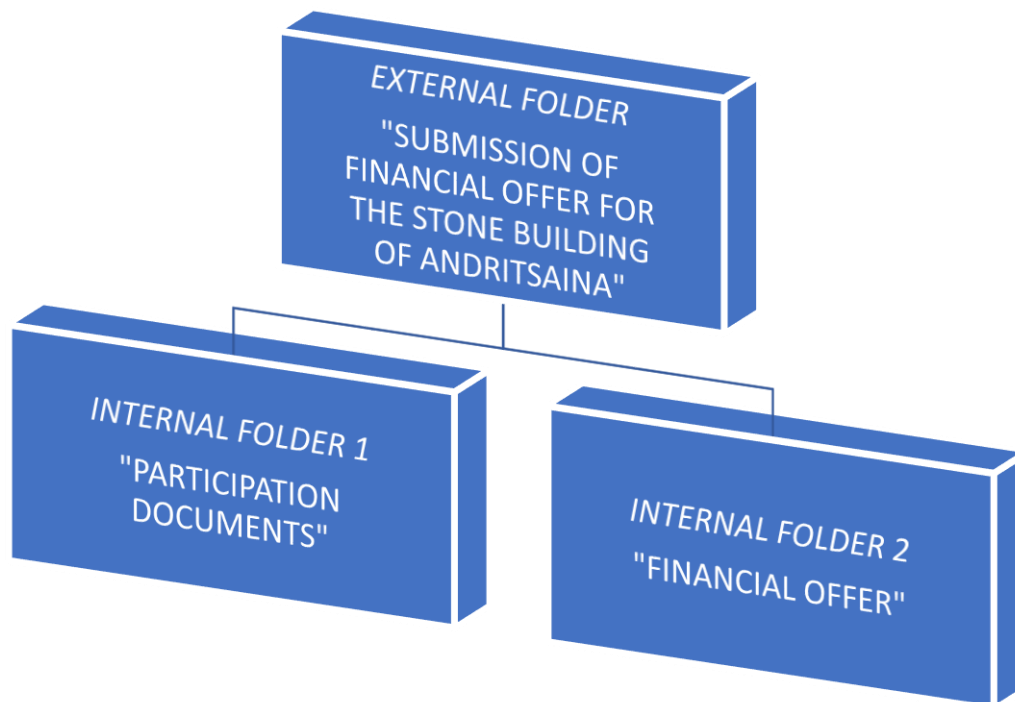
4.3 Submission of Offer

The Financial Offer shall be in line with the Template provided in Annex 4 and shall be submitted, along with the said Participation Documents, in a separate sealed envelope which will externally indicate the name of the Property **“STONE BUILDING ANDRITSAINA”** and must clearly be marked with the phrase **“FINANCIAL OFFER”**. The envelope containing the Financial Offer shall bare externally the following indications:

To:	The Hellenic Republic Asset Development Fund (Karagiorgi Servias 6 str., 105 62, Athens, 8 th floor
Envelope with Subject:	«SUBMISSION OF FINANCIAL OFFER FOR THE STONE BUILDING OF ANDRITSAINA»
Interested Party:	[name/trade name of the Interested Party]

4.4 The Tender Participation Documents, along with the Financial Offer, must be submitted at the offices of the Fund (Karagiorgi Servias 6 str, 10562, Athens) by hand delivery or courier post (the sender assuming full and exclusive

responsibility and risk for their timely submission) until, at the latest, **April 5, 2023, 17.00 Greek time** which could be possibly changed following unilateral decision of the Fund. The submission of said Participation Documents and the Financial Offer shall be made in separate sealed tamas per-proof envelopes which will externally indicate the titles “PARTICIPATION DOCUMENTS” and “FINANCIAL OFFER” in a Folder titled “SUBMISSION OF OFFER FOR THE STONE BUILDING OF ANDRITSAINA”. Insignificant discrepancies in the labelling of the envelopes shall not constitute grounds for the rejection of the Offer. The sketch of the submission of Offer has as follows:



5 Offers Evaluation Process and Declaration of the Highest Bidder

5.1 Review and Evaluation of Offers

The Participation Certifications envelope shall be reviewed first. The Financial Offer envelope will remain closed.

- (i) When reviewing the Participation Documents, the Fund may, at its absolute discretion, request clarifications from any Participant and may allow the Participant to submit supplementary documentation or clarifications within a short time as period specified by the Fund, taking into account the principles of equal treatment and transparency.
- (ii) To review the Participation Documents and in order to determine the Participants which meet the Eligibility Criteria, the Fund will be assisted and supported by the Advisor. Participants who do not meet the Eligibility Criteria or whose Participation Documents are not in conformity with the requirements of the present Request shall be excluded from the Tender and shall be informed for the reasons of exclusion while their Financial Offer shall be returned to them.

4.2 Declaration of the Highest Bidder

- (i) Following the review of the Participation Documents, the Financial Offer of each Participant shall be opened and reviewed for its validity and a Table of Classification of the Participants who submitted valid Offers will be compiled at a decreasing order, based on the amount of their Financial Offer.
- (ii) In case of equal Offers the Fund shall invite the Participants to submit **Improved Financial Offers** so that one Offer with the highest consideration be submitted.
- (iii) In case a single valid Financial Offer is submitted, the Fund may, at its absolute discretion, invite in writing the sole Participant to offer a consideration equal to the amount which the Fund considers the lowest acceptable price or nominate the sole Participant as the Highest Bidder or declare the Tender Process null.
- (iv) In any case, the Fund at its absolute discretion may invite the Participants to submit **Improved Financial Offers**.
- (v) The Participant who has offered the highest price for the purchase of the Property (the “**Financial Consideration**”) according to the Table of Classification shall be declared as the “**Highest Bidder**” by decision of the Board of Directors of the Fund, following opinion of the Council of Exas perts as per article 4(2b) of the Fund Law. The relevant decision of the Fund and the name of the Highest Bidder shall be notified to the Participants.

It is noted that the possible wish of a Participant to make use of the option provided under the Special Tender Terms to pay the Agreed Price in instalments is expressed after the declaration of the Highest Bidder and, consequently, does not affect the placement of the Participants and the declaration of the Highest Bidder.

- (vi) In the case where the Offer has been submitted by a Realtor, the above decision shall be issued in the name of the principal of the Realtor, as identified in the Tender Participation Documents.
- (vii) Each Participant is assumed unconditionally approving, following their participation in the Tender, the dissemination of its Offer and identity pursuant to his participation in the Tender Process.

6 Contract Signature

- 6.1 After the declaration of the Highest Bidder, the Fund shall send to the Highest Bidder a draft of the Contract containing the terms for the purchase of the Proas perty. It should be noted that possible trivial inconsistency between individual data of the Information Material (for example regarding the Proas perty’s exact surface as per the legal and the technical reports), as well as the existence of legal encumbrances over the Proas perty which have not been formally eliminated, do not constitute grounds for the postponement of the signing of the Contract, provided that the Contract provides for the correction of said inconsistencies and the elimination of said encumbrances at the Fund’s initiative and expenses within a specific deadline, not to be less than twelve (12) months from the date of the Contract signing.
- 6.2 Within ten (10) working days from his declaration, the Highest Bidder shall be invited to submit to the Fund a bank letter of guarantee (the “**Transaction Letter of Guarantee**”) for an amount equal to ten as per cent (10%) of the Financial Consideration or alternately, at the Highest Bidder’s discretion, to make a down payment equal to ten as per cent (10%) of the Financial Consideration (the “**Transaction Down Payment**”) to a bank account indicated by the Fund and

his Tender Participation Guarantee will be returned to him (as well as to the other Participants'). Non-compliance of the Highest Bidder with the above may result in the forfeiting of the Tender Participation Guarantee and his exclusion from the Transaction.

The Transaction Letter of Guarantee shall be addressed to the Fund and be issued by a Eligible Institution, as defined in paragraph 2.8.

The Transaction Letter of Guarantee shall be valid for a as period of at least nine (9) months, extendable by up to a further three (3) months following a unilateral declaration made by the Fund to that effect. In the case of non-compliance of the Highest Bidder with said request, the Highest Bidder may be excluded from the Transaction and the Letter of Guarantee may be forfeited in favour of the Fund. The Transaction Letter of Guarantee shall comply with the Template contained in Annex 3.

The Transaction Letter of Guarantee or the Down Payment (as the case may be) shall be forfeited in favour of the Fund in the case where the Highest Bidder:

- (i) does not sign the Contract for any reason other than force majeure, or
- (ii) does not pay the Financial Consideration, as defined below under par. 6.6.
- (iii) if the Fund ascertains by any lawful means that the Higher Bidder or his representative(s) or his employee(s) or his agent(s) or assistant(s) has submitted false or misleading information during the Tender with a view of influencing the outcome of the Tender Process.

The Transaction Letter of Guarantee, if not forfeited as described above, shall be returned to the Highest Bidder either after the signature of the Contract or, in case of cancellation of the Tender Process, after such cancellation. The Transaction Down Payment shall be returned to the Highest Bidder only in case of cancellation of the Tender Process, otherwise it shall be cleared against (deducted from) the Agreed Price to be paid.

6.3 The Highest Bidder shall, under penalty of forfeiture, submit to the Fund within twenty (20) days from the receipt of the relevant notification, the following documentation:

- (i) Corporate documents (in case of legal entities) evidencing the lawful establishment and operation and the lawful representation of the Highest Bidder (e.g. current statutes / articles of association, relevant resolutions of the board of directors, power of attorney or other documents evidencing the representation of the Highest Bidder in the Contract).
- (ii) Certificate(s) by the competent judicial or administrative authority(-ies), issued within three (3) months prior to submission, certifying that the Highest Bidder is not bankrupt or wound up, his affairs are not being administered by the court, he has not entered into any arrangement with creditors, he has not suspended business activities and is not in any analogous situation arising from a similar procedure under the laws of the country in which he is established.
- (iii) Certificate(s) by the competent judicial or administrative authority(-ies), issued within three (3) months prior to submission, certifying that the Highest Bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or cessation of operations, or of any other similar proceedings under the laws of the country in which he is established.
- (iv) Excerpt of the Criminal Record of the Highest Bidder and/or the lawful representative(s) of the Highest Bidder issued within three (3) months prior to submission evidencing that there is no court judgment against them for any of the criminal acts specified in paragraph 3.3 above.
- (v) Tax and social security clearance, in force.
- (vi) Solemn Declaration that he continues to be exempt from the cases of article 5a of the EU Regulation 2014/512 as amended by the EU Regulation 2022/576 (L 11q) in connection with the restrictive measures against Russia.

In the event where one of the aforementioned certificates is not issued by a competent authority, the Highest Bidder must provide an affidavit stating that the relevant certificate may not be issued by a competent authority and ascertaining and warranting the full content of such missing certificate.

6.4 It should be noted that the Highest Bidder may ask the Fund to execute the Contract with an individual, spouse or child of the Highest Bidder, or a legal entity under the control of the Highest Bidder (for example, an SPV). Control, as defined in the International Accounting Standard 27, is meant the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. Control is presumed when the parent acquires more than half of the voting rights of the entity, but even when more than one half of the voting rights is not acquired, control may be evidenced by power over more than one half of the voting rights by virtue of an agreement with other investors, or to govern the financial and operating policies of the entity under a statute or an agreement; or to appoint or remove the majority of the members of the board of directors; or to cast the majority of votes at a meeting of the board of directors (or equivalent corporate body).

6.5 The above request is submitted to the Fund simultaneously with the documents enumerated in par. 6.3, which must be submitted by both the Highest Bidder and the indicated as person or legal entity.

The Fund reserves the right to refuse at its absolute and unjustifiable discretion to conclude the Contract with a person or entity other than the Highest Bidder.

6.6 In case of substitution of the Highest Bidder as per above,

- (i) The Highest Bidder is liable jointly and severally with the indicated person or legal entity until the full payment of the Financial Consideration;
- (ii) the Transaction Letter of Guarantee / Down Payment must cover both the Highest Bidder and the indicated person or legal entity (following the related approval by the Fund).

6.7 The Financial Consideration offered in the Financial Offer or the Improved Financial Offer (if applicable) shall be the agreed price for the purchase of the Property (the **"Agreed Price"**).

6.8 The Contract shall be signed by the Fund and the Highest Bidder following approval of the Fund's Board of Directors according to article 9 para 4 of law 3986/2011 as well as the approval of the Court of Audit if it falls within the provisions of article 324 para 4 sec.e of law 4700/2020 as in force at the time of signing of the Sale Contract.

6.9 Upon signature of the Sale Contract, the Highest Bidder shall pay the Agreed Price in full or the first instalment thereof (if he chooses this possibility as provided in the Tender Special Terms).

6.10 If the Highest Bidder does not provide the Transaction Letter of Guarantee or does not pay the Transaction Down Payment or does not submit the aforementioned documents within the above deadlines or does not sign the Contract and/or does not pay the Agreed Price, the Fund has the right to declare as Highest Bidder the next Participant as per the Table of Classification and to follow the procedure described above.

6.11 In the event where, in accordance with the Special Tender Terms, the Agreed Price is paid in instalments and the security of the Fund has the form of a condition precedent, then during the period when said condition precedent remains pending:

- (i) the occupation and possession over the Property are transferred to the Highest Bidder,
- (ii) the Highest Bidder is granted the right to issue a building permit, at its own exclusive expense and liability, provided that all the relevant legal requirements are met,
- (iii) the Property is insured against specific type of fire and other risks including civil liability against third parties

as provided by the Special Tender Terms and the Contract.

7 Miscellaneous Terms – Disclaimers

- 7.1** The Fund reserves the right at any time, and at any stage of the Tender Process, to postpone or to cancel the Tender Process and to amend the terms of the Request (including its Annexes) or to repeat the Tender Process, at its absolute discretion, and without bearing any liability towards the Interested Parties, the Participants, the Highest Bidder or any third party.
- 7.2** The Interested Parties participate in the Tender Process at their own risk and responsibility and they waive, expressly and without any reservation, any related claim against the Fund.
- 7.3** The Participation of an Interested Party in the Tender Process constitutes and is stipulated to be irrefutable evidence that the Interested Party has read and understood the Request and its Annexes and fully and unreservedly accepts its terms and participation conditions.
- 7.4** Any failure to comply with the terms of the Request including the Special Tender Terms and its Annexes or any failure to provide the required information may be considered by the Fund, at its absolute discretion, as sufficient grounds for rejecting an Offer.
- 7.5** The Fund or its Advisors or any representative, employee, officer or partner of the Fund or the Advisor do not bear and will not bear in the future any responsibility or liability for any error or inaccuracy or omission in connection with the terms of the present including the Special Tender Terms.
- 7.6** The Fund and its Advisors do not grant any authorization or power-of-attorney to any Interested Party. Access to the records regarding the Property maintained by public authorities and agencies is granted as per the applicable legislation, following a direct request by the Interested Party to the said authorities and agencies, which shall issue them according to their mandate.
- 7.7** The Fund and its Advisor do not offer any information concerning the tax or similar burdens of the Property following its sale to the Highest Bidder. It is noted that in the case where the Property is sold with the Agreed Price being payable in instalments, the ownership of the Property is retained by the Fund until full payment of the Agreed Price, therefore, according to the applicable law, the Buyer is not liable to pay the current ownership tax (ΕΝΦΙΑ) until then. It is further noted that the notarial Contract is not subject to transfer tax.
- 7.8** The Tender Terms and the Information Material (VDR) are not meant to be the basis for any investment decision or be an investment recommendation made by the Fund or its Advisor. Each as person, to whom these Tender Terms are made available, shall make his/her own independent evaluation of the Tender Terms and the Transaction following its independent review and obtaining of professional advice, such as that as person may deem appropriate.
- 7.9** The Fund may be required to disclose information held, in response to requests for providing information. The Fund may be obliged to disclose certain information or/and documents relating to the Offers to the Greek Parliament in the context of the powers and privileges of the latter or in the legitimate functions of its executives, as well as in court during court proceedings or to any administrative authority or institution in relation to the fulfilment of its statutory obligations.
- 7.10** The Fund is responsible for the processing of as personal data of individuals, which will be collected under the Tender Process and the processing of such data is done in accordance with the provisions of the legislation on as personal data protection in force. Such as personal data may be disclosed to third parties, to whom the Fund entrusts the execution

of a specific project on its behalf, ie to the legal, technical and development advisors of the Fund, always subject to confidentiality, within the legal framework of their activities, as well as to the Hellenic Corporation of Assets and Participations SA and to public bodies and judicial authorities within the context of their powers and duties. The purpose of the processing is the implementation and compliance with the terms of these Tender Terms, the information of the Interested Parties, the evaluation of the Offers and the information of the Participants on the status of their offers, the declaration of the Highest Bidder, the implementation of Contact terms and its monitoring, the protection of the Fund's rights and the general security and protection of transactions, and the compliance of the Fund with its legal obligations. Individuals who submit an Offer as Participants or as representatives of a participating legal entity are informed of the processing of their above as personal data, for the specified purposes, and retain all their statutory rights, as provided by national and European legislation on the protection of as personal data, including the General European Regulation on As personal Data Protection (EU) 679/2016 and Law 4624/2019 (see Annex V).

7.11 Candidates must be aware that the legislation, tax regime and conditions in general which apply to the Tender Process and the Transaction may be amended.

7.12 In the Real Estate Fund Tenders an objection procedure is not provided. In any case, however, it is possible to refer to the competent courts, as provided by the legislation in force.

ANNEX 1A

SOLEMN DECLARATION TEMPLATE FOR NATURAL PERSONS

[place, date]

To: the **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.(the "Fund")**

I the undersigned *•+, son (daughter) of *•+ (father's full name) and of *•+ (mother's full name), holder of the *•+ (country) passport no.*•+ issued by *•+ (the authority that issued the passport) on *•+ (date of the issuance of the passport), *•+ (country) citizen, born in *•+ (place of birth, town and country) on *•+ (date of birth), resident of *•+ (country - town - street - postal code),

hereby declare in connection with the submission of Offer in the Tender proclaimed by the Fund for the exploitation of a real estate property of a surface of two hundred forty five (245,00)sq.m with a 3-storey stone building of three hundred and sixty two (362,00) sq.m in Andritsaina- Ilia (**the "Property"**) pursuant to the rules specified in the Request for Proposals and the and the Special Tender Terms (**the "Tender"**) issued by the Fund dated 2 . 0 2 . 2 0 2 3 that:

As of today I satisfy the requirements set out in paragraph 3 of the Request, namely:

- (i) I do not participate directly or indirectly in more than one Offer for the same Property as a Participant or a member of a Participant or as a third party providing financial support or in any other capacity.
- (ii) I have not been irrevocably found by a court of law guilty of any of the following criminal acts nor am I subject to investigation by authorities in its place of residence or anywhere else for any of the following offenses:
 - (a) Participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008, page 42).
 - (b) corruption, as defined in Article 3 Council Act of 26 May 1997 (EUC 195 of 25.06.1997, p. 1) and Article 2 (1) (a) of Framework Decision 2003/568 / JHA of 22 July 2003 on combating corruption in the private sector (EULL 192 of 31.07.2003. p. 54) respectively (OJ 358 of 31.12.1998, p. 2) respectively, as well as as defined in national Greek Law and / or in the Law of the State of establishment of the Stakeholder.
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (EU C 316 of 27.11.1995, page 48) which was ratified by Law 2803/2000 (Government Gazette / A / 48), as this concept has been formulated and is in force after Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017, on the fight against criminal fraud in the Union's financial interests through criminal law,;
 - (d) money laundering, as defined in Article 1 (3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on preventing the use of the financial system for money laundering or terrorist financing, in amendment of Regulation (EU) No 648/2012 of the European Parliament and of the Council and the repeal of Directive 2005/60 / EC of the European Parliament and of the Council and of Commission Directive 2006/70 / EC, as in force, which was incorporated into Greek legislation by Law 4557 / 2018, as in force



(e) terrorist offenses or crimes related to terrorist activities as defined in Articles 3 and 5- 12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism, which replaced the Council Framework Decision 2002/475 / JHA and amended Council Decision 2005/671 / JHA (OJL 88, 31.3.2017, p. 6-21), respectively, or incitement or complicity or attempted crime, as defined in Article 14 thereof.

e) for any of the crimes of misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy, false representations, and for a crime relating to professional activities or for serious professional misconduct duly ascertained using any means.

(f) I do not fall within the cases of article 5a of the EU Regulation 2014/512, as amended by the EU Regulation 2022/576 (L 11q) regarding restrictive measures against Russia.

(iii) I am/ not bankrupt nor being wound up, not entered a reconciliation, restructuring or sequestration procedure, not having my assets administered by the court, have not entered into an arrangement with creditors, have not suspended business payments or activities or I am not in any similar situation arising from a similar procedure under the laws of the country in which I am established.

(iv) I am / not subject of proceedings or I have not initiated proceedings myself for a declaration of bankruptcy, entering a reconciliation, restructuring or sequestration procedure, for an order for compulsory winding up or administration by the court of the suspended payments or business activities or of an arrangement with creditors or of any other similar proceedings under the laws of the country in which I am established.

(v) I have not committed a crime associated to their business activity, which has been proven by any means

(vi) I have not made false statements in providing the information required by the Tender Procedure or has not provided such information timely and properly

(vii) I have not been excluded from participating in public or other acquisition procedures or tender processes in Greece or in any other country, by means of a final order of any competent Greek or foreign authority; or I have not been disqualified from any public or other acquisition procedure or tender process in Greece or any other country on grounds of submitting forged certificates, documents or statements.

I declare that if I am declared as Highest Bidder I shall submit the certificates as listed under para 6.3 of the Request within twenty (20) days from the receipt of the relevant notification from the Fund.

I declare that I am fully aware of the rules specified in the Request, I fully acknowledge all available documentation on the Property contained in the Information Material, I have proceeded to an adequate, in my opinion, independent review of the Property and my Offer is and shall remain valid for nine (9) months from the final date for the submission of Offers, possibly to be extended unilaterally by the Fund, as provided in the Request.

I have tax and social security clearance.

I wish the Participation Guarantee which I deposited in a bank account, to be returned in the bank account with IBAN _____ and SWIFT _____, which I keep in the Bank _____ with the name of the beneficiary _____
(to be completed only in case of depositing a financial guarantee for participation in the Tender) .

(name / signature)

ANNEX 1B

SOLEMN DECLARATION TEMPLATE FOR LEGAL ENTITIES

[place, date]

To: the **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.(the “Fund”)**

I (we), the undersigned *●+, son (daughter) of *●+ (father’s full name) and of *●+ (mother’s full name), holder of the *●+ (country) passport no.*●+ issued by *●+ (the authority that issued the passport) on *●+ (date of the issuance of the passport), *●+ (country) citizen, born in *●+ (place of birth, town and country) on *●+ (date of birth), resident of *●+ (country - town - street - postal code), acting in my(our) capacity as the legal representative(s) of the legal entity under the corporate name *●+, established under the laws of *●+, with company registration number *●+ and registered offices at *●+ (country - town - street - postal code), with *●+ (country) tax registration number *●++,

hereby declare in connection with the submission of Offer in the Tender proclaimed by the Fund for the exploitation of a real estate property of a surface of two hundred forty five (245,00) sq.m with a 3-storey stone building of three hundred and sixty two (362,00) sq.m in Andritsaina- Ilia (**the “Property”**) pursuant to the rules specified in the Request for Proposals and the Special Tender Terms (the **“Tender”**) issued by the Fund on 2.02.2023 that:

As of today the legal entity I represent satisfies the requirements set out in paragraph 3 of the Request, namely:

- (i) It does not participate directly or indirectly in more than one Offer for the same Property as a Participant or a member of a Participant or as a third party providing financial support or in any other capacity.
- (ii) I as legal representative of the legal entity *●+ have not been irrevocably found by a court of law guilty of any of the following criminal acts nor I am subject to investigation by authorities in my place of residence or anywhere else for any of the following offenses:
 - (a) Participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008, page 42).
 - (b) corruption, as defined in Article 3 Council Act of 26 May 1997 (EUC 195 of 25.06.1997, p. 1) and Article 2 (1) (a) of Framework Decision 2003/568 / JHA of 22 July 2003 on combating corruption in the private sector (EULL 192 of 31.07.2003. p. 54) respectively (OJ 358 of 31.12.1998, p. 2) respectively, as well as as defined in national Greek Law and / or in the Law of the State of establishment of the Stakeholder.
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (EU C 316 of 27.11.1995, page 48) which was ratified by Law 2803/2000 (Government Gazette / A / 48), as this concept has been formulated and is in force after Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017, on the fight against criminal fraud in the Union's financial interests through criminal law.
 - (d) money laundering, as defined in Article 1 (3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on preventing the use of the financial system for money laundering or terrorist financing, in amendment of Regulation (EU) No 648/2012 of the European Parliament and of the Council and the repeal of Directive 2005/60 / EC of the European Parliament and of the Council and of Commission Directive 2006/70 / EC, as in force, which was incorporated into Greek legislation by Law

4557 / 2018, as in force

- (e) terrorist offenses or crimes related to terrorist activities as defined in Articles 3 and 5- 12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism, which replaced the Council Framework Decision 2002/475 / JHA and amended Council Decision 2005/671 / JHA (OJL 88, 31.3.2017, p. 6-21), respectively, or incitement or complicity or attempted crime, as defined in Article 14 thereof.
- e) for any of the crimes of misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy, false representations, and for a crime relating to professional activities or for serious professional misconduct duly ascertained using any means.

(iii) The legal entity *●+] I represent is not bankrupt nor being wound up, not entered a reconsilation, restructuring or sequestration procedure, not having my assets administered by the court, has not entered into an arrangement with creditors, has not suspended business payments or activities or it is not in any similar situation arising from a similar procedure under the laws of the country in which it is established and/or

(i) it is not subject of proceedings or it has not initiated proceedings itself for a declaration of bankruptcy, entering a reconciliation, restructuring or sequestration procedure, for an order for compulsory winding up or administration by the court of the suspended payments or business activities or of an arrangement with creditors or of any other similar proceedings under the laws of the country in which it is established and/or.

(ii) it has not committed a crime associated to their business activity, which has been proven by any means and/or

(iii) it has not made false statements in providing the information required by the Tender Procedure or has provided such information timely and properly and/or

(iv) it has not been excluded from participating in public or other acquisition procedures or tender processes in Greece or in any other country, by means of a final order of any competent Greek or foreign authority; or it has not been disqualified from any public or other acquisition procedure or tender process in Greece or any other country on grounds of submitting forged certificates, documents or statements and/or

(v) it does not fall within any of the cases of article 5a of the EU Regulation 2014/512 as amended by the EU regulation 2022/576 regarding restrictive measures against Russia.

As legal representative of the legal entity *●+] I declare that if it is nominated Highest Bidder, it will submit the certificates of para 6.3 of the Request within twenty (20) days from the receipt of the relevant notification from the Fund.

As legal representative of the legal entity *●+] I am fully aware of the rules specified in the Request, I fully acknowledge all available documentation on the Asset contained in the Information Pack, I have proceeded to an adequate, in my opinion, independent review of the Property and my Offer is and shall remain valid for nine (9) months from the final date for the submission of Offers, possibly to be extended unilaterally by the Fund, as provided in the request.

As legal representative of the legal entity *●+, I declare that said entity has tax and social security clearance

As legal representative of the legal entity *●+, I declare that I wish the Participation Guarantee, which the entity deposited to a bank account, to be returned in the bank account

with IBAN _____ and SWIFT _____, which the entity keeps in the Bank _____ with the name of the first beneficiary _____

(to be completed only in case of depositing a financial guarantee for participation in the Tender) .

In the capacity of _____[position]

Authorized to sign this Declaration for _____[name]

ANNEX 2

AUCTION PARTICIPATION LETTER OF GUARANTEE TEMPLATE

To the "Hellenic Republic Asset Development Fund SA" ("Fund")

LETTER OF GUARANTEE No _____ FOR THE AMOUNT OF EUR _____

(place, date)

We hereby notify you that we guarantee expressly, irrevocably and unconditionally, being directly liable towards yourselves in full, as primary obligors in favour of _____ (Name and address or name of Participant) for the amount of _____ Euros (€ _____). Our

liability is limited to the above amount for the proper fulfilment by the Participant of their obligations in connection with the Tender of _____ (submission date) or any postponement thereof, for the sale and purchase of the Property of a surface of two hundred forty five (245,00) sq.m with a 3-storey stone building of three hundred and sixty two (362,00) sq.m in Andritsaina - Ilia (the "Property").

We maintain the above amount available to you and shall pay the same to you, in total or in part, according to your instructions, without any objection on our part and without investigating the legality or validity of your claim, within three (3) days from your informal written notice, hereby waiving expressly and unreservedly the objection of the benefit of division and distraint, any objections of the principal obligor, even the ones which are not intuitu personae, and especially any other objection under Articles 852 to 856, 862 - 864 and 866-869 of the Greek Civil Code, as well as any of our rights under any of the above articles. For the payment of the guarantee in question, no authorisation, action or consent of the above beneficiary is required nor any objection or reservation or recourse of the above beneficiary to arbitration or the competent courts, demanding the non-forfeiture of this letter of guarantee or its judicial sequestration, will be taken into account.

Our present guarantee is issued in relation to the Fund's Request for Proposals dated 2.02.2023. It is valid until returned to us or until we receive your written statement that we are released from it and, in any case, for a period of nine (9) months from _____ (Submission Date) namely by ___, which may be extended by ordinary written statement to you from us for an additional period of six (6) months from the said deadline for submission of Offers, after which, and if in the meantime we have not received your written statement regarding the forfeiture, or the further extension prior to the expiry, of the present guarantee, we will be released from any obligation under this letter of guarantee.

We certify that all letters of guarantee of our Bank currently in force, issued to the State and public entities of public and private law, including the present, do not exceed the limit established by Law for our Bank.

For any dispute arising from this letter of guarantee, the courts of Athens are competent and the Greek Law is applicable.

ANNEX 3

TRANSACTION LETTER OF GUARANTEE TEMPLATE

To the "Hellenic Republic Asset Development Fund SA" ("Fund")

LETTER OF GUARANTEE No _____ FOR THE AMOUNT OF EUR _____

[place, date]

We hereby notify you that we guarantee expressly, irrevocably and unconditionally, being directly liable towards you in full as primary obligors, in favour of _____ (*Name and address of the Highest Bidder*) for the amount of _____ Euros (€ _____). Our liability is limited to the above amount for the proper fulfilment by the Highest Bidder of their obligations in connection with the sale and purchase of the Property of a surface of two hundred forty five (245,00) sq.m with a 3-storey stone building of three hundred and sixty two (362,00) sq.m in Andritsaina - Ilia (**the "Property"**) in the context of the Request for Proposals and the Special Tender Terms dated 2.02.2023 (**the "Tender"**).

We maintain The above amount available to you and shall pay the same to you, in total or in part, according to your instructions, without any objection on our part and without investigating the legality or validity of your claim, within three (3) days from your informal written notice, waiving expressly and unreservedly the objection of the benefit of division and dstraint, any objections of the principal obligor, even the ones which are not intuitu personae, and especially any other objection under Articles 852 to 856, 862 - 864 and 866-869 of the Greek Civil Code, as well as any of our rights under any of the above articles. For the payment of the guarantee in question, no authorisation, action or consent of the above beneficiary is required nor any objection or reservation or recourse of the above beneficiary to arbitration or the competent courts, demanding the non-forfeiture of this letter of guarantee or its judicial sequestration, will be taken into account.

Our present guarantee is issued pursuant to the Request for Proposals dated 2.02.2023 and the Fund's Board of Directors decision of the same date regarding the declaration of the beneficiary as the Highest Bidder. It is valid until returned to us or until we receive your written statement that we are released from it and, in any case, for a period of nine (9) months from the date of its issuance, able to be extended for up to a further three (3) months following a simple written request of the Fund to that effect which must have been received by us before the expiry of the initial term of our present guarantee, after which, and if in the meantime we have not received your written statement concerning the forfeiture, or the further extension prior to the expiry, of the guarantee, we will be released from any obligation under this letter of guarantee.

We certify that all letters of guarantee of our Bank currently in force, issued to the State and public entities of public and private law, including the present, do not exceed the limit established by the Law for our Bank.

For any dispute arising from this letter of guarantee, the courts of Athens are competent and the Greek Law is applicable.

ANNEX 4 OFFER TEMPLATE

To the Hellenic Republic Asset Development Fund SA

(place & date)

I/We the undersigned, [●], son of [●] (father's name/surname) and [●] (mother's name/surname), holder of [●] (country) Passport No. [●] issued by [●] (issuing authority for passport) on [●] (date on which passport was issued), [●] (country adj.) citizen, born in [●] (place of birth, town and country), on [●] (date of birth), resident of [●] (country, town, street, postcode),

[in the case of a legal entity: acting in my capacity as legal representative of the legal entity by the name of [●], whose registered offices are in [●] (country, town, street, post code) with tax reg. No. [●], Companies Reg. No. [●],

hereby submit the following Financial Offer for the Tender launched by the Fund for the purchase of the property of a surface of two hundred forty five (245,00) sq.m with a 3-storey stone building of three hundred and sixty two (362,00) sq.m in Andritsaina - Ilia **(the "Property")** in accordance with the rules set out in the Request for Proposals and the Special Auction Terms dated 2.02.2023 **(the "Tender")** issued by the Fund:

FINANCIAL OFFER: [●] Euro (in full) (€ [●] (in numbers))

I hereby declare that I acknowledge and confirm that this Financial Offer is binding and valid for nine (9) months from the deadline for the submission of Offers (as stated in the Request) extendable for a further period of six (6) months following unilateral decision of the Fund.

(name / signature)

[In the case of legal entities: The capacity of the signatory and the company seal]

ANNEX 5

PERSONAL DATA PROTECTION NOTICE

I. NOTICE

The Hellenic Republic Asset Development Fund S.A (the “**Fund**”), with registered office in Athens (1, Kolokotroni & Stadiou St, GR-105 62, Tel.: +30 210 3274400, e-mail: info@hraf.gr), in its capacity as data controller in connection with the Request for Proposals dated 2.02.2023 regarding the sale of the Property “STONE BUILDING OF ANDRITSAINA”, pursuant to the provisions of the national and EU data protection laws, in particular the General Data Protection Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation 2016/679) as well as Greek Law 4624/2019, as in force, hereby notifies the natural person or the legal representative of the legal entity who signs the Offer as Participant, that the Fund or third parties acting in their name and on their behalf, will process the following personal data

A. Type and source of data

The personal data included in the Offer which is submitted to the Fund in the context of the Tender Process by a natural person which is itself a Participant or a legal representative of a participating legal entity.

B. Purpose of processing-Legal Basis of processing

Processing shall take place for the purpose of ensuring the implementation and compliance with the

Request for Proposals dated 2.02.2023 and the Tender Special Terms, the evaluation of the Offers and the information of each Participant in its course, the declaration of the Highest Bidder, the execution of the Contract, the protection of the Fund’s interests and generally the security and protection of the transactions, the fulfilment of the Fund’s statutory obligations and its compliance with them. The identity and communication data will be used by the Fund in order to inform the Participant about the evaluation of the submitted Offer in accordance with the Request and the Tender Special Terms and to comply with the legal obligations of the Fund.

The legal basis for processing is the fulfilment of a duty performed in the public interest entrusted to the Fund, the compliance of the Fund with its legal obligations, the fulfilment of its legal interests, as well as the fulfilment of obligations at the pre-contractual stage or during the contract performance.

C. Data Recipients

The recipients of the data (under A above), to whom such data is disclosed are: 1. Third parties appointed by the Fund to carry out specific actions on account of the Fund (data processors), i.e. the Legal Advisor, the Technical Advisor, the utilisation Advisor, always subject to strict confidentiality as well as all the obligations provided by the legislation for the protection of personal data. 2. The Participants, as defined in paragraph 5 of the Request for Proposals dated 2.02.2023. 3. The Hellenic

Corporation of Assets and Participations SA, public bodies or judicial authorities, within the context of their powers and duties.

II. DATA RETENTION PERIOD

The data described in paragraph A shall be retained for a period of twenty (20) years from the date the Tender Process is terminated in any manner. In case no contract is concluded, the data will be retained by the Fund for a period of ten (10) years. Upon lapse of the retention periods defined above, the data shall be securely destroyed/deleted, unless otherwise a different retention period is provided or permitted by applicable law.

III. EXERCISE OF RIGHTS

The data subjects have all the rights recognized by national and EU law regarding the collection and processing of their personal data concerning them, in particular: (a) access and information; (b) rectification; (c) deletion; (d) restriction of processing; (e) right to object to the processing, including the right to object to automated decision-making and profiling; (f) right to data portability. For the exercise of these rights, Participants may address the Fund in writing (e-mail: info@hraf.gr); The Fund will make every effort to respond to requests received within one (1) month of receipt of the request and identification of the applicant. This deadline may be extended by another two (2) months, if required, if the request is complex or there is a large number of requests. The Fund may refuse to comply in whole or in part with a request received from the data subject, provided that this possibility is provided for by the GDPR or national law. In case the data subject believes that the Fund has not responded properly to his request, he may address the Hellenic Data Protection Authority (www.dpa.gr). The rights in relation to data processing set out in paragraph A above, if exercised within the abovementioned applicable time periods, shall refer exclusively to a rectification and/or updating of the data, to ensure data completeness and accuracy.

2. By exercising any of these rights, Participants are not released from any obligations undertaken through their participation in the Tender Process.

IV. FUND'S OBLIGATIONS

The Fund makes all reasonable efforts to ensure the secrecy and security of data processing and their protection against any accidental or unauthorised destruction, accidental loss, alteration, unauthorised transmission or access by any person and against any other form of unauthorised processing, adopting and applying the relevant technical and organisational measures.

V. PERSONAL DATA PROTECTION NOTICE

I have been fully acknowledged of the above and hereby declare that I unconditionally consent to the processing of my personal data described above for all purposes stated in paragraph (B) hereof.

(Place) (Date) (Signature)

ANNEX 6

VDR RULES

WHEN USING THE VDR YOU ACCEPT THE FOLLOWING VDR RULES

1. Use of the VDR

1.1 The present VDR rules (Terms of Use) govern the use of the virtual data room (the “**VDR**”) made available by the Hellenic Republic Asset Development Fund (**the “Fund”**) to the Interested Parties and their Advisors in relation to the tender for the Sale of a Property of a surface of 245 sq.m with a 3-storey stone building of 362 sq.m in Andritsaina-Ilia and should be read in combination with the Use Agreement attached simultaneously with the first successful entrance in the VDR.

1.2 The Fund may at any time amend the present Terms of Use following notification.

1.3 To ensure access to the VDR to any person/s a list of such person/s should be submitted in info@hraf.gr. Said list must indicate the full name of the person for which access is requested, the name of the Interested Party, telephone number and e-mail.

1.4 The Fund reserves the right at its absolute discretion to deny or revoke access of any person to the VDR.

1.5 The Fund shall be responsible for the provision of access rights to the VDR to the Interested Parties participating in the Tender as well as their representatives.

2. Confidentiality

It is reminded that all the documents and information where access is provided when visiting the VDR are subject to the Statement of Confidentiality which is signed by the represented Interested Party (“**Confidentiality Statement**”). Ypo agree and recognize that you are aware of the provisions of the Confidentiality Statement and you confirm that you will comply with said provisions. Notwithstanding the Confidentiality Statement you agree that you will keep the information contained in the VDR as confidential and that you will not reveal any of them except if it is permitted by the Confidentiality Statement.

3. Disclaimer

3.1 You acknowledge that the informations contained in the VDR (the “Information/s”) have been provided in order to assist you in your own assessment of the Transaction and neither the Fund nor its Advisor (or any of the Directors, the, the employees, the representatives or professional advisors thereof) recommend or guarantee that the Information contains all possible data or that the VDR contains full information desirable or required for the proper assessment of the Transaction.

3.2 You acknowledge that neither the Fund nor its Advisor (or any of the Directors, the, the employees, the representatives or professional advisors thereof) make any statement explicit or implied in connection with the correctness, the completeness or the updating of the Informations and that they do not bare any responsibility whatsoever for any use or support in connection with any of the Information. In particular, the neither the Fund nor its Advisor (or any of the Directors, the, the employees, the representatives or professional advisors thereof):

3. 2.1. Proceed to any statement or warranty, whether explicit or implied, about the adequacy, accuracy, completeness or the update of the VDR Information or any oral or other communication relating to the Informations, or

- 3.2.2 Have/bear any liability towards any person resulting from that person's use or from the fact that he relied on any Information, oral or other communication relating to the Information (provided that no term of these Terms of Use precludes or limits liability for fraud).
- 3.2.3 The majority of the Information contained in the VDR is provided in the Greek language and in case where translations of the Information have been provided no indication or warranty is provided about the accuracy or completeness of these translations by the Fund or its representatives or by the Advisor, and no liability, even for negligence, exists or can be accepted for any errors, oversights or inaccuracies with regard to this.
- 3.2.4 The Information may be updated, revised or amended without notice. The Information has not been confirmed by the Fund or the Advisor. In making the Information available, no obligation should be assumed for the provision of any additional Information or update thereof or correction of any inaccuracies that may be spotted.

4. Compliance

- 4.1 You must fully comply with all applicable laws and regulations when accessing and using the Information. You must not upload any software virus, "Trojan Horse", "software worm" or any other destructive code to the VDR or the systems where the VDR is based.
- 4.2 You must not upload/publish any information or material in the VDR or create links from the VDR to any information or material which violate or could violate any intellectual property rights.
- 4.3 If you acquire access to a VDR space or read a document or information which you know or suspect that you should not have access to, you must immediately leave this space, delete all copies of any relevant document or information, and inform immediately the Fund. You must not disclose the above fact or the information to which you had access in this way to any other person or organisation.

5. Safety precautions

- 5.1 It is not allowed to access and use the VDR from an Internet Café or any other place where the public may have access.
- 5.2 When you move away from the computer or any other device used for access to the VDR (even for a very short while) you must be sure that the computer or said device is locked with safety code which is known and accessible only to you and your support department.
- 5.3 You should keep all documents and Information receiving from the VDR in a safe place.
- 5.4 Documents contained in the VRD is not allowed to be reproduced in their entirety in any legal report or other record.
- 5.5 Each time you stop accessing the VDR you must close the internet browser window.
- 5.6 You can use only the user name and password provided specifically to you.

6. Security standards

- 6.1 It is not allowed to save, download, scan, photocopy, print, reproduce or otherwise extract any part of the Information, but only printing the Information for which printing choice has been activated as indicated from the contents of the VDR. It is not allowed to attempt to bypass any of the security features of the VDR and you are not allowed to provide the ability or allow others to access the VDR using your authorization.
- 6.2 For any doubt regarding whether or not the User has the right to access, view, print or proceed to any other action or function in connection with the VDR, the reports held by or on behalf of the Fund shall be deemed as means of proof for the said access, action or function.
- 6.3 In case where the Fund wishes or is obliged to disclose any fact or deliver / serve any document to a user or users of the VDR, where that document or fact is related with the use of the VDR or is required by the present, said notice or document must be deemed to have been validly delivered / served at the time published in the VDR.

7. Personal Data

It is assumed that access and use of the VDR entails processing of personal data as described below.

The Fund is liable for the personal data posted in the VDR exclusively for its management purposes.

The categories of Personal Data collected via the VDR are: a) the full name of the person requesting access to the VDR, b) the full name of the person responsible on your behalf for the upload of queries in the VDR and in general for the communication with the VDR Contact Persons, the corporate name of Company and their position, the telephone number and email address.

Purpose – Legal Basis of Processing: the Purpose of processing is the activation of access to the VDR and the possibility of provision of direct and remote access electronically to the data included to it as well as the support and management of the VDR. Processing of data is necessary for the conclusion of the terms of the Request for Proposal.

Transfers: The personal data of the User are not transferred by the Fund to any third person. The VDR use is strictly permitted by the User personally via its password for which he is the sole responsible.

Duration of data storage: The User data will be stored and processed for as long as the VDR is active, and aftermath for a time period of twenty (20) years, after which they will be safely destroyed.

Rights: According to national and European legislation for the protection of personal data, especially the General Personal Data Protection Regulation (EU) 679/2016, the VDR User has the following rights: (a) access and information, (b) amendment, (c) erasure, (d) limitation of processing, (e) objection to

processing of personal data, including objection to automated taking of decisions and profile setting,
(f) transferability.

For the exercise of the above rights, the said natural person may refer in writing to the Fund (email: dpo@hraf.gr). The exercise of the above rights does not release the User from his obligations arising from his participation in the Tender Process.

In any case, the above natural person has the right to recourse to the Data Protection Authority (“DPA”) for issues regarding the processing of their personal data (<http://www.dpa.gr>).

8. Update of the VDR

The Fund reserves the right to supplement documents in the VDR at any time and to update existing documents. It is your responsibility to check for such updates.

9. Questions and answers procedure

- 9.1 All questions regarding the VDR should be submitted exclusively as provided in para 3.4 of the Request for Proposals.
- 9.2 Questions and requests for additional information shall be managed taking into account the availability of information and the level of confidentiality or sensitivity of the market for the information they relate to.
- 9.3 All other questions regarding the Transaction should be sent as provided in paragraphs 3.4 and 3.5 of the Request.
- 9.4 No communication is allowed with the Fund or/and the Advisor, or/and the staff, employees or members of the Fund’s Board of Directors or/and of the Advisor, unless the Request otherwise provided in the Request.

10. Questions and Answers Procedure

- 10.1 Questions regarding the Request, the Tender and the Transaction as well as the documents contained in the VDR may be posted in the VDR in “Questions and Answers”.
- 10.2 You should appoint and indicate in Table A below a person (Responsible for Questions) who shall be responsible for the collection of questions and their posting on your side in the online system “Questions and Answers” of the VDR. The said Responsible shall be exclusively authorized to submit questions in the online system of “Questions and Answers” of the VDR.
- 10.3 Questions must be posted with a reference to the relevant document, in accordance with the relevant number in the VDR contents.

11. VDR Availability

11.1 The VDR shall be available 24 hours a day and 7 days of the week. The VDR is available without any need for provision of no availability although no guarantee may be given on that.

11.2 The Fund may at any time, at its unfettered discretion, limit or otherwise amend the availability of the VDR or terminate the operation of the VDR, without prior notice.

12 Applicable law & competent courts

The present document is governed by the Greek law and for any dispute arising from or/and is related to it, the courts of Athens in Greece shall be exclusively competent.

Annex A'

Please fill and return the present document to:

.....

1. Please fill out the particulars of the indicated person of your team you have designated as responsible for access to VDR requests:

Full name	Telephone	Email	Company	Post/duties

2. Questions Responsible (if different from the above): Π. Please fill out the particulars of the indicated person of your team you have designated as responsible for the posting of questions in the online system «Questions and Answers» in the VDR:

Full name	Telephone	Email	Company	Post/duties

3. Please fill out the details of all members of your team (up to three-3- persons) requesting access to the VDR:

Full Name	Telephone	E-mail	Company	Position/ Duties	Has the User signed the Confidentiality Statement?

By signing below, you confirm that you read, acknowledged and agreed with the Terms of Use above.

The Interested Party

[signature]

.....

[name/company name of the Interested Party]

As represented by [if applicable]

[signature]

[name/company name of the representative of the Interested Party if applicable]

[Place, date]

Annex 7

TEMPLATE COFIDENTIALITY STATEMENT

To: the Hellenic Republic Asset Development Fund S.A.

Karagiorgi Servias 6 St., 105 62 Athens

Confidentiality Statement

Regarding the sale of a Property of 245 sq.m with a 3-storey stone building of 362 sq.m in Andritsaina-Ilia

Whereas:

On February 2, 2023 the Hellenic Republic Asset Development Fund (the "Fund") published a Request for Proposals the sale of a property of 245 sq.m with a 3-storey stone building of 362 sq.m in Andritsaina- Ilia (the "Property")

Regarding the transaction mentioned above and in accordance with the terms of the Request for Proposals dated 2.02.2023,(*please insert the name, address etc*) (the "interested Party") requests all available information regarding the {Property including, indicatively, ownership titles, topographic plans, as well as information about the Fund (hereinafter such information called "**Confidential Information**")}.

The Fund is going to provide Confidential Information as per above, the Interested Party undertakes and agrees with the Fund the following:

BY THIS STATEMENT THE FOLLOWING ARE CONFIRMED:

1. The Interested Party as well as the third persons controlled by him or persons related with him, executives, employees, associates (collectively "the Receiver") agrees and undertakes to procure, to the extent that he receives Confidential Information, that for a period of two (2) years from the date of signing of the present Confidentiality Statement a) shall keep and safeguards the Confidential Information, b) he will disclose such confidential information (if necessary) only to the executives, lawyers, employees, advisors, financial institutions and associates whose knowledge is required in order for the Interested Party to decide whether or not he will proceed with the transaction (such persons be at each time bound to keep confidentiality) or if required by law, c) use this confidential information only for his decision regarding the transaction, d) he will return without undue delay all confidential information (documents, records, along with their copies, disks or other media storing information) to the Fund following a relevant request by the latter.

2. It is stipulated that confidential information does not include information that: a) are or may be publicly available but not as a result of disclosure by the Receiver (for example information published in the Fund's website), b) they were already known to the Receiver before their release by the Fund, c)

are or may be known by the Receiver on a no confidential basis from any person not bound by a confidentiality agreement with the Fund or by any other means to disclose such information. The term “person” as used in this Confidentiality Statement shall be construed with the wider possible meaning so that it includes any natural or legal person or group of persons without restriction.

3. The Fund does not provide any kind of guarantee, explicitly or otherwise, in connection with the Confidential Information including without limitation guarantee as per the accuracy or completeness thereof and does not bear any liability against any User in connection with the use of any Confidential Information by the latter.

4. The present Confidentiality Statement does not impose on the Interested Party to accede to the transaction provided in the Request for Proposal dated 2.02.2023.

5. The present Confidentiality Statement is binding on the Interested Party, his representatives, successors and persons authorized by him and it is effectuated in favor of the Fund and its authorized persons. The Interested Party agrees that the signing of this Confidentiality Statement is mandatory and binding on him.

6. The present Confidentiality Statement is governed by the Greek law and executed in accordance with that. The courts of Athens, Greece shall be solely competent with regard to any issue arising out of it.

IN WITNESS WHEREOF, the Interested Party signed this Confidentiality Statement (*by his representative in case of legal persons*)

The Interested Investor

(signature)

(insert name/company name of the Interested Party)

As represented by (if applicable)

(signature)

(name of the representative)

(Place, Date)

Annex 8

Special Tender Terms

Deadline for the submission of the Offer:

April 5th 2023, 17.00 Athens time

Participation Guarantee:

Ten thousand (€ 10.000)

Option of payment of the Agreed Price in installments:

The Agreed Price may be paid either in full or in up to five (5) yearly installments, as follows:

- (a) payment upon signature of the Sale Contract:
 - twenty per cent (20%) of the Agreed Price
- (b) minimum amount of the following (up to four (4) yearly installments):
 - twenty per cent (20%) of the Agreed Price
- (c) kind and amount of interest rate:
 - fixed, five-and-a-quarter per cent (7.75%) per annum
- (d) the ownership of the Property until the full payment of the Agreed Price shall:
 - either be transferred to the Highest Bidder upon provision of a letter of Guarantee to the Fund for an amount equal to the credited Agreed Price to be reduced pro rata with the paid-in installments or
 - be retained by the Fund (sale under condition precedent).

Athens, February 2, 2023