



## **General Auction Terms**

for auction procedures with the right of counteroffer

through the website

[www.e-publicrealestate.gr](http://www.e-publicrealestate.gr)

concerning the sale of real estate assets

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## 1 Introduction

- 1.1 The “Hellenic Republic Asset Development Fund Société Anonyme” (the “**Fund**”) is a Société Anonyme duly established and operating under the laws of the Hellenic Republic and in particular Law 3986/2011 as in force from time to time (the “**Fund Law**”), whose entire share capital is owned and controlled by the “Hellenic Company of Assets and Participations SA”.
- 1.2 The Fund is established with aim of developing and exploiting the assets of the Hellenic Republic as well as assets belonging to legal entities of public law or to public companies, the share capital of which is fully owned, directly or indirectly, by the Hellenic Republic or by legal entities of public law.
- 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**”). It is noted that the Fund Law provides special terms for the transfer of the assets to the Fund free of any encumbrance by a third party and for the termination of existing leases over the assets.
- 1.4 The assets mentioned in par. 2.1 (the “**Assets**”) have already or shall have been transferred to the Fund, in accordance with art. 2, par. 4 and 5, of the Fund Law, as currently in force, before the signature of the Sale Contract (as defined below).
- 1.5 The Fund has decided to proceed with the conduct of electronic auctions exclusively through the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) (the “**Auction Process**”), as described in this document (the “**General Auction Terms**”), for the provision of information to interested parties (the “**Interested Parties**”), the description of the terms for the participation in the selection process of any Interested Party who wishes to participate and fulfils the required criteria (the “**Participants**”), and the selection of the Participant (the “**Highest Bidder**”) who will purchase each Asset.
- 1.6 Following the conclusion of the Auction Process, the Fund shall transfer to the Highest Bidders and the Bidders shall obtain the corresponding Assets (the “**Transaction**”) by virtue of a sale contract to that end (the “**Sale Contract**”) in presence of the notary public chosen by the Fund.
- 1.7 The basic purpose that the Fund wishes to fulfil through the Transaction is the maximisation of the financial gain by the sale of each Asset. The Fund intends to maintain a high level of transparency throughout the Auction Process and the Transaction.
- 1.8 The Public Properties Company SA (“**PPCo SA**” or the “**Advisor**”) acts as the Fund’s

legal, technical and utilisation advisor on the Auction Process and the Transaction and the KLC Law Firm as the Legal Advisor for the Phase A (defined below) of the Auction Process.

## 2 Overview of the Auction Process and the Transaction

- 2.1 The Assets to which these General Auction Terms refer to shall be determined from time to time through invitations to tender issued by the Fund. For each Asset, the Fund will publish specific terms regarding the Auction Process and the relevant transaction ("**Special Auction Terms**") on its official website [www.hradf.gr](http://www.hradf.gr) and the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).
- 2.2 The timeline of the Auction Process of each Asset is determined in the Special Auction Terms of said Asset.
- 2.3 The Financial Consideration (defined below) for each Asset may be paid in full or in instalments, as determined in each Asset's Special Auction Terms. In the case of payment in instalments, the transfer of the ownership of the Asset will be subject to conditions precedent and/or annulling clauses and/or the provision of a letter of guarantee on the part of the Highest Bidder and/or other conditions, as specified in the Asset's Special Auction Terms.
- 2.4 Overview of the Auction Process

**An Interested Party may participate in the Auction Process only after having registered with the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) and received the corresponding access code. The submission of a Bid without prior registration is not allowed.**

It should be stressed that the Auction Process will be carried out in two phases explained in detail in paragraph 5 and that all information and bids submitted will be kept confidential:

- (i) In the first phase (Phase A) Interested Parties will submit the Participation Documents specified in paragraph 4 (including the Participation Guarantee) to be recognised as Participants and at the same time will submit a sealed financial bid in accordance with the provisions of the same paragraph for the Asset they want (the "**Opening Bid**").
- (ii) In the second phase ("**Phase B**") the Participants who qualify will be invited to participate in accordance with the provisions of paragraph 5 on a specific date in a process of successively submitting online financial offers and counteroffers (e-auction) ("**Phase B Bid**") exclusively via the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr), and will be able to monitor in real time the maximum Phase B Bid until that point in time and to make a counteroffer, at the Increment



described in paragraph 5.1 below, in line with the procedure outlined in detail at <https://www.e-publicrealestate.gr/auction-procedure?lang=en> .

- (iii) The Highest Bidder for each Asset will be selected based on the exclusive criterion of the highest price offered, as outlined in paragraph 5.
- (iv) After the Highest Bidder is selected by the Board of Directors of the Fund and approval is given by the Court of Audit, for Assets whose price exceeds the sum of € 500,000 (in accordance with Article 9(4) of the Fund Law) the Fund and the corresponding Highest Bidder shall enter into a Sale Contract for the Asset, according to the Special Auction Terms.

## 2.5 Validity and conditions for submission of Bids

- (i) Each Bid shall be valid for a period of nine (9) months after the deadline for its submission. The Fund may inform the Participants that it is unilaterally extending the validity of Bids submitted for an additional period of three (3) months. Where the validity of the submitted Bids is extended, the Fund may send an ordinary written request to the bank which issued the Participation Guarantee or the Transaction Guarantee, before the Guarantee expires, requesting that it extend its validity so that its expiry shall coincide with the expiry of the Bid's validity period. Any further extension will take place following the written agreement of the parties.
- (ii) A Participant may be declared the Highest Bidder after that Participant's Bid has expired, provided that the Highest Bidder consents to this in writing.
- (iii) The terms and conditions of participation in e-auctions and the e-Auction Process on the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) are outlined at <https://www.e-publicrealestate.gr/terms-and-conditions?lang=en> and <https://www.e-publicrealestate.gr/auction-procedure?lang=en> . In case of conflict between them and the present General Auction Terms, the present General Auction Terms prevail.
- (iv) The participation documents for the Auction Process must be submitted in Greek or English, otherwise they must be accompanied by an official translation into those languages. Where there are discrepancies between the texts and the translations (including the translation of the General and the Special Auction Terms) the text in Greek shall prevail over the text in English, which shall prevail over the text in any other language.

- 2.6 The Participation Guarantee is specified in the Special Auction Terms for each Asset, has a validity term equal to the corresponding Bid (extendable, at the expense and at the

initiative of the Participant, in the case of extension of the term of his Bid) and may be provided:

- (i) by deposit to the account ALPHA BANK - IBAN GR45 0140 1010 1010 0232 0021 549 - BIC CRBAGRAA,
- (ii) by bank letter of guarantee, worded in accordance with Annex 2,
- (ii) by (non-personal) bank cashier's cheque issued to the "Hellenic Republic Asset Development Fund Société Anonyme".

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

2.7 Information on each Asset shall be available at the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr). Additional information for each Asset (the "**Information Pack**") will be provided to all Interested Parties by PPCo S.A. The Information Pack will, indicatively, include the available information relative to the condition of each Asset (i.e. legal, technical and urban planning status reports with the related available certificates). Moreover, a visit to the Assets will be possible, on dates and times to be determined after contacting PPCo S.A. **Access to the above Information Pack and the right to visit an Asset require the prior registration of the Interested Party** as a Member of the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr) and the submission of an e-mail request to [admin@e-publicrealestate.gr](mailto:admin@e-publicrealestate.gr) stating the Interested Party's Username and the Asset(s) of interest. Within a short time, the Interested Party will receive an e-mail, to the e-mail address which was stated in the registration form, with a link to be followed and access codes. The link and the codes shall appear after the Interested Party will have accepted the confidentiality clause attached to the registration. In particular regarding information on Assets that already leased to third parties, the Interested Parties, after having gained access to the Information Pack, will be allowed to review the lease contracts at the PPCo's offices (7, Voulis Str., Syntagma, Athens, tel. +30 210 333 9710), upon signature of a standard confidentiality agreement.

2.8 **Interested Parties are urged to review carefully the General and the Special Auction Terms, the Information Pack and the "Clarifications" and "Frequently Asked Questions" already posted and regularly updated on-line at [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).** Interested Parties may address queries regarding the Assets as well as requests for visits to PPCo S.A. (through email to [info@e-publicrealestate.gr](mailto:info@e-publicrealestate.gr) or by telephone at +30 210 333 9710). The Fund and PPCo S.A. reserve the right to not respond to queries or requests submitted less than two full working days prior to the

deadline for the submission of the Auction Participation Documents and the Opening Bid or already sufficiently answered in the General and the Special Auction Terms, the Information Pack and the “Clarifications” and “Frequently Asked Questions” already posted on-line at [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr).

- 2.9 **Each Asset is sold “as is, where is”. It falls upon the Interested Parties to conduct a full legal and/or technical due diligence of the relevant Asset.** It is noted that the Information Pack may be updated or modified, in which case Interested Parties already registered with the website shall be informed by email and a related notice will be posted at the Home Page and the Tender News page of the website. Interested Parties are urged to check the website regularly for possible updates or amendments of the Information Pack of the Asset of their interest.
- 2.10 All information concerning each Asset contained in the General and the Special Auction Terms and the Information Pack provided by the Fund to the Interested Parties aim to assist the Interested Parties to compile and submit their Bids. 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 Pack and the Fund, its advisors and the drafters of the Information Pack shall not be liable for any inaccuracies, omissions or oversights. The Interested Parties are invited to conduct their own investigation and analysis of data concerning the Asset(s), assisted by their own advisors. **It is deemed and stipulated that the Interested Parties have studied and are fully familiar with the Information Pack and the “Clarifications” and “Frequently Asked Questions” already posted and regularly updated on-line, to which they have been allowed access, as per the procedure described above.**
- 2.11 Expenses of the Interested Parties
- (i) 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 Auction Process.
  - (ii) The Interested Parties participate in the Auction Process upon their own independent volition and at their own risk and such participation does not provide any grounds for any claim against the Fund and/or the Advisor.
- 2.12 All Annexes to these General Auction Terms constitute an integral, material part hereof. They are as follows:
- (i) Solemn Declaration template (Annex 1)
  - (ii) Participation Guarantee template (Annex 2) where the Participation Guarantee is not paid in cash or with a bank cashier’s cheque.
  - (iii) Transaction Guarantee template (Annex 3)
  - (iv) Opening Bid template (Annex 4).

### 2.13 Applicable Law and Jurisdiction

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

## 3 Eligibility Criteria

- 3.1 Natural persons and legal entities are eligible to participate in the Auction Process and submit a Bid provided that they do not fall under any of the reasons for exclusion mentioned below and that they comply with the rules of the Auction Process ("**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 ("**Auction Participation Documents**"). Interested Parties who do not satisfy any one of the Eligibility Criteria or make any false or inaccurate statement in this respect, will be disqualified and will not be permitted to take further part in the Auction Process.
- 3.2 Upon penalty of disqualification, natural persons or legal entities and groupings of persons or joint ventures are not permitted to participate directly or indirectly with more than one Bid for the same Asset 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 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 Cooperation 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 Auction 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 of the convention against corruption involving officials of the European Communities or the Member States of the European Union, and Article 2(1) of Council framework decision 2003/568/JHA, and as defined in national law by the contracting authority or by the economic operator;
  - (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);

- (d) money laundering, as defined in Article 1 paragraph 2 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force.
- 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.

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).

- 3.4 Any Interested Party shall be excluded from participation in the Auction Process where said Interested Party:
  - (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended 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) is 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 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.

#### **4 Participation Documents and Opening Bid**

- 4.1 The coverage of the Eligibility Criteria by each Interested Party is certified by means of the following Auction Participation Documents:
  - (i) Identity and Representation 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, 3.3 and 3.4) 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 Auction Participation Guarantee for each Asset for which the Interested Party intends to submit a Bid, according to the provisions of par. 2.6. In the case where the Auction 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 Auction Participation Guarantee may be returned, as provided below, is notified. In the case of a bank letter of guarantee, its duration is at least nine (9) months from the deadline for the submission of the Bids. The Participation Letter of Guarantee shall be issued by a bank or credit organisation in accordance with the criteria set out in paragraph 6.2 below.
- (iv) In the event of representation of an Interested Party by a third 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 Asset(s) concerned. For the purposes of the Auction Process, a Realtor is a professional real estate agent.
- 4.2 Joint ventures between natural persons and/or legal entities ("**Joint Venture**") are eligible to participate in the Auction Process and submit a Bid, provided that each member of the joint venture individually meets the Eligibility Criteria set out in the corresponding General Auction Terms. The Joint Venture must have a Tax Registry Number and must follow the legal publication requirements in order to participate in the Auction Process. In that case, each member of the Joint Venture must submit the relevant Auction Participation Documents provided in the General Auction Terms and, additionally, a joint venture agreement (a simple private agreement instrument suffices) must also be submitted, containing the following:

- (i) the appointment of a legal representative of the Joint Venture vis-à-vis the Fund,
- (ii) the appointment of an agent-for-service of the Joint Venture, 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,
- (iv) the express stipulation that each member of the Joint Venture is jointly and severally liable vis-à-vis the Fund as far as the obligations of the Participants described in the General and the Special Auction Terms of the Tender in question are concerned,
- (v) the express stipulation that the Joint Venture instrument contains the full and final agreement between the Joint Venture members and that any modification to the persons and/or the participation shares of the joint venture until the full payment of the Agreed Price is subject to the prior written approval of the Fund, which shall not be unreasonably withheld.

In the case where the Joint Venture is nominated as the Highest Bidder, it must assume a corporate form in order to execute the Sale Agreement. Shareholding must correspond to the Joint Venture member participations as declared in the joint venture agreement. Shareholding may be altered upon request of the Highest Bidder at the absolute discretion of the Fund.

In the case of a Joint Venture, the Auction Participation Guarantee and the Transaction Guarantee must be issued in the name of the Joint Venture 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 Joint Venture and individually each of its parties under the title [\*] having its establishment at [\*] and consisting of [\*list of JV members and their addresses\*] for the amount of [\*]"*.

- 4.3 The Opening Bid 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, tamper-proof envelope which will externally indicate the code and the location of the Asset as stated in the relevant Special Auction Terms ("Q\_\_\_, asset at [location / address]") and must clearly be marked with the phrase "OPENING BID".
- 4.4 The Auction Participation Documents, along with the Opening Bid, must be submitted at the offices of the Fund (1 Kolokotroni str & Stadiou av, Athens) by hand delivery or courier post (the sender assuming full and exclusive responsibility and risk for their timely submission) until, at the latest, the Auction Participation Documents deadline determined for each Asset in the corresponding Specific Auction Terms. The submission of said Participation Documents shall be made in a sealed, tamper-proof envelope which

will externally indicate the code and the location of the Asset as stated in the relevant Special Auction Terms (“Q\_\_\_, asset at [location / address]”) and must clearly be marked with the phrase “AUCTION PARTICIPATION DOCUMENTS”. Insignificant discrepancies in the labelling of the envelopes shall not form grounds for the rejection of the Offer, as long as the Auction code number (“Q \_\_\_”) is mentioned in any case. It is clarified that the Opening Bid envelope will be enclosed in the Auction Participation Documents envelope.

## **5 Bidding procedure and selection of the Highest Bidder**

### **5.1 Procedure and evaluation criteria**

#### Phase A:

The deadlines for submitting Participation Documents (including the Participation Guarantee) and Opening Bids shall be defined in the Special Auction Terms for each Asset.

When reviewing the Auction Participation Documents, the Fund may, at its absolute discretion, request, through the Advisors, clarifications from any Interested Party and may allow the Interested Party to submit supplementary documentation or clarifications within a short time period specified, taking into account the principles of equal treatment and transparency.

To review the Participation Documents and in order to determine the Interested Parties which meet the Eligibility Criteria, the Fund will be assisted and supported by the Advisors. Interested Parties whose Participation Documents do not meet the Eligibility Criteria or the present General Auction Terms will be excluded from Phase B and detailed reasons for the grounds of disqualification will be provided, and their Opening Bid will be returned to them without having been opened. Following the review of the Participation Documents, the Opening Bid of each Participant will be opened and a Table of Classification of the Participants will be compiled at a decreasing order, based on the amount of their Opening Bids.

The Participant who offers the lowest Opening Bid will be excluded from Phase B subject to the following reservations/exceptions. Opening Bids for the same amount will be treated as a single bid for the purposes of qualifying for Phase B. More specifically:

- (i) If a single valid Opening Bid is submitted, the Fund may, at its absolute discretion, invite in writing the sole Participant to offer a Bid equal to the

amount which the Fund considers the lowest acceptable price, or nominate the sole Participant as the Highest Bidder or to declare the Auction Process null.

- (ii) If two valid Opening Bids are submitted, both Participants will be considered as eligible and continue to Phase B.
- (iii) If at least three valid Opening Bids are submitted, and the lowest is no more than 20% lower than the highest Opening Bid (lowest Opening Bid / highest Opening Bid -1<20%), the Auction Process will move on to Phase B without any Opening Bid being excluded.
- (iv) If at least four valid Opening Bids are submitted, of which all or the lowest are equal, the Auction Process shall move on to Phase B without any Opening Bids being excluded.

The possible wish of a Participant to make use of the option provided under the Special Auction Terms to pay the Agreed Price in instalments is expressed after the inauguration of the Highest Bidder and, consequently, does not affect the placement of the Participants and the determination of the Highest Bidder.

#### Phase B:

The Participants who qualify for Phase B will be invited in writing ("**Phase B Invitation**") via the email address they have provided (a receipt confirmation must be provided) to participate in a training mock auction. Following that, on a specific date, an electronic auction, ie. the successive submissions of financial offers and counteroffers (e-auction) ("**Phase B Bid**"), will take place. The Phase B Invitation, which shall not divulge the number of Participants, shall determine:

- The **date** (which may not be less than 5 working days from the date on which the Phase B Invitation was sent) and the **time** (which may not be less than 5 working hours) **of the e-auction**.
- The **Starting Bid**, in other words the minimum acceptable price which can be offered for the said Asset, which will be set by the Fund taking into account the highest valid Opening Bid and the independent valuation of the Asset provided under Article 6(2) of the Fund Law.
- The **Bid Increment**, in other words the minimum increase in each Phase B Bid from the starting bid or the maximum existing Phase B Bid for the said Asset.
- Any other e-auction parameters (such as activation of Auto-Extend Anti-Sniping option), in accordance with the provisions below.

Phase B Bids will then be submitted via the website [www.e-publicrealestate.gr](http://www.e-publicrealestate.gr). Note that it is not mandatory for a Participant to submit Phase B Bids (however, its Opening Bid remains valid and binding).

During the submission of Phase B Bids, a **Proxy Bidding Option** will always be provided, allowing Participants to set a maximum price which they are willing to offer in each auction. When a Participant activates this option, the system automatically offers prices equal to the last Phase B Bid submitted plus the Bid Increment, provided that the new price does not exceed the maximum price set by the Participant. The maximum Bid price of each Participant is not visible to other Participants in the Process.

When submitting Phase B Bids, provided that this is specified in the Phase B Invitation, an **Auto-Extend Anti-Sniping Option** may be activated, i.e. if, during the last five minutes prior to the expiry time of the auction, a valid Phase B Bid is submitted, the expiry of the Auction will be automatically extended to five minutes after the time of submission of said Bid (consecutive five-minute extensions being possible).

## 5.2 Inauguration of the Highest Bidder

Following the end of the period of submission of Bids, a table of classification of the Participants in descending order (the **“Table of Classification”**) will be drawn, based on the amount of the respective Phase B Bids.

The Participant who has offered the highest price for the purchase of each Asset (the **“Financial Consideration”**) according to the Table of Classification shall be inaugurated for each Asset by resolution of the Board of Directors of the Fund as the **“Highest Bidder”** for the relevant Asset according to this paragraph..

After consulting the Council of Experts of the Fund, in accordance with article 4(2b) of the Fund Law, the Table of Classification will be approved by the Fund’s Board of Directors and will be incorporated in or attached to the relevant resolution.

In the case where the Bid has been submitted by a Realtor, the above resolution will inaugurate as the Highest Bidder the principal of the Realtor, as identified in the Auction Participation Documents.

The identity of the Highest Bidder and a reference to the relevant resolution of the Fund will be communicated in writing to the Participants in the Auction of the Asset in question. It is unconditionally stipulated that each Participant approves, by virtue of his participation in the Auction Process alone, the subsequent dissemination of his identity and Bid(s).

## 6 Sale Contract Signature

- 6.1 After the inauguration of the Highest Bidder, the Fund shall send to the Highest Bidder a draft of the Sale Contract containing the terms for the purchase of the Asset. It should also be noted that the possible trivial inconsistency between individual data of the Information Pack (for example, between the Asset's area as per the legal and the technical reports), as well as the existence of legal encumbrances over the Asset which have not been formally eliminated, do not constitute grounds for the postponement of the signing of the Sale Contract, provided that the Sale Contract provides for the correction of said inconsistencies and the elimination of said encumbrances at the Fund's initiative and expense within a specific deadline, not to be less than twelve (12) months from the date of the Sale Contract signing.
- 6.2 Within ten (10) working days from his inauguration, 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 per cent (10%) of the Financial Consideration or alternately, at the Highest Bidder's discretion, to make a down payment equal to ten per cent (10%) of the Financial Consideration (the "**Transaction Down Payment**") to a bank account indicated by the Fund, whereupon his Bid will be deemed accepted by the Fund and his Auction Participation Guarantee will be returned (as will the other Participants'). Non-compliance of the Highest Bidder may result in the forfeiting of the Auction Participation Guarantee and his exclusion from the Auction Process.

The Transaction Letter of Guarantee shall be addressed to the Fund and **be** issued by a bank or credit institution, operating lawfully in Greece or in any other Member State of the European Union (EU), the European Economic Area (EEA), the Organisation for Economic Cooperation and Development (OECD), or G-8, which has equity (calculated in accordance with the International Financial Reporting Standards – IFRS) of at least five hundred million euro / € 500,000,000 according to the latest audited, consolidated financial reports.

The Transaction Letter of Guarantee shall be valid for at least a period of 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 further participation in the Auction Process and the Transaction Letter of Guarantee may be forfeited by 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 Agreed Price, as defined below under par. 6.6.
- (iii) if it arises that the higher bidder or his representative or his employee or his agent or his assistant in the process has acted illegally during the process of the auction aiming at the adulteration of the outcome or the Auction 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 Auction Process, after such cancellation. The Transaction Down Payment shall be returned to the Highest Bidder only in case of cancellation of the Auction 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 Sale 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.

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 that he

solemnly states and warrants the full content of such missing certificate.

6.4 It should be noted that the Highest Bidder may ask the Fund to execute the Sale Contract with a natural person, 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 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).

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 person or legal entity.

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

6.5 In such case of substitution of the Highest Bidder,

- The Highest Bidder is ipso fact and de jure liable, jointly and severally, with the indicated person or legal entity until the full payment of the Financial Consideration;
- 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).

6.6 The Financial Consideration shall be the agreed price for the purchase of the Asset (the **“Agreed Price”**).

6.7 The Sale Contract shall be signed by the Fund and the Highest Bidder following the approval of the Court of Auditors, as required by the applicable legislation in force at the time of the Sale Contract Signing.

6.8 Upon signature of the Sale Contract, the Highest Bidder shall pay the Agreed Price in full or shall pay the aforementioned down payment.

6.9 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 Sale Contract and/or does not pay the Agreed Price, the Fund has the right to nominate as Highest Bidder the next Participant as per the Table of Classification and to follow the procedure described above.

- 6.10 In the event where, in accordance with the Special Auction 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 freehold rights and possession over the Asset are transferred to the Highest Bidder,
  - (ii) the Highest Bidder succeeds the Fund in any existing lease contract and enjoys the relevant rights under the Law and the contract (eg. rent collection, guarantees etc.),
  - (iii) the Highest Bidder is granted the right to issue building permits for the Asset, at his own exclusive expense and liability, provided that all the relevant legal requirements are met.

## **7 Miscellaneous Terms – Disclaimers**

- 7.1 The Fund reserves the right at any time, and at any stage of the Auction Process, to postpone or to cancel the Auction Process and to amend the timetable and the terms and the Eligibility Criteria of the Auction Process or to repeat the Auction 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 Auction Process bearing their own risk and responsibility and they waive, expressly and without any reservation, any right other than those determined in the General Auction Terms and the Sale Contract.
- 7.3 The Participation of an Interested Party in the Auction Process constitutes and is stipulated to be irrefutable evidence that the Interested Party has read and understood the General Auction Terms and its Annexes, and fully and unreservedly accepts its terms and Eligibility Criteria.
- 7.4 Any failure to comply with the terms of the General or Special Auction 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 a Bid.
- 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 the General and Special Auction 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 of the Asset 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 Advisors do not offer any information concerning the tax or similar burdens of the Asset following its sale to the Highest Bidder. It is noted that in the case where the Asset is sold with the Agreed Price being payable in instalments, the ownership of the Asset 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 (ENΦΙΑ) until then. It is further noted that the notarial Sale Contract is not subject to transfer tax.
- 7.8 The General and the Special Auction Terms of each Asset are not meant to be the basis for any investment decision or be an investment recommendation made by the Fund or any of its Advisors. Each person, to whom these General Auction Terms are made available, shall make his/her own independent evaluation of the General and the Special Auction Terms and the Transaction following its independent review and obtaining of professional advice, such as that 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 Bids 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 Candidates must be aware that the legislation, tax regime and conditions in general which apply to the Auction Process and the Transaction may be amended.
- 7.11 In the electronic auctions of real estate Assets belonging to the Fund, 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 1

### SOLEMN DECLARATION TEMPLATE

[place, date]

To: **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),

*[in the case of a legal entity]* 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 an Bid in the auction proclaimed by the Fund for the purchase of real estate property at \*●+ (the "Auction") pursuant to the rules specified in the General Auction Terms and the Special Auction Terms issued by the Fund dated 07.06.2017, that:

As of today I personally / the legal entity which I represent satisfy the requirements set out in paragraph 3 of the General Auction Terms, namely:

- (i) I/it does not participate directly or indirectly in more than one Bid for the same Asset as a Participant or a member of a Participant or as a third party providing financial support or in any other capacity.
- (ii) I personally [*\*for legal entities: 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 am I subject to investigation by authorities in its place of residence or anywhere else:
  - (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 of the convention against corruption involving officials of the European Communities or the Member States of the European Union, and Article 2(1) of Council framework decision 2003/568/JHA, and as defined in national law by the contracting authority or by the economic operator.
  - (c) Fraud, within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (OJ C 316 of 27.11.1995 p. 48).
  - (d) Money laundering, as defined in Article 1 paragraph 2 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force.
  - (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) I personally [for legal entities: as legal representative of the legal entity \*●+] declare that I am/ it is not bankrupt nor being wound up, not having my / its assets administered by the court, have not entered into an arrangement with creditors, have not suspended business activities or I am / it is not in any similar situation arising from a similar procedure under the laws of the country in which I am / it is established.

(iv) I personally [for legal entities: as legal representative of the legal entity \*●+] declare that I am / it is not 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 of any other similar proceedings under the laws of the country in which I am / it is established.

(v) I personally [for legal entities: as legal representative of the legal entity \*●+] declare that if I am / it is nominated Highest Bidder, I / it will produce certificates as listed under 7.3 of the General Auction Terms within twenty (20) days from the receipt of the relevant notification from the Fund.

(vi) I [for legal entities: as legal representative of the legal entity \*●+] am fully aware of the rules specified in the General Auction Terms, 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 Asset and my Bid is and shall remain valid for nine (9) months from the final date for the submission of Bids, possibly to be extended unilaterally by the Fund, as provided in the General Auction Terms.

(vii) I have tax and social security clearance [for legal entities: as legal representative of the legal entity \*●+, I declare that said entity has tax and social security clearance].

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, unequivocally and unconditionally, being directly liable towards yourselves in full as 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 participation in the open auction Q \_\_\_\_ (*auction number*) of \_\_\_\_\_ (*deadline for submission of Participation Documents*) or any postponement thereof, for the sale and purchase of the real estate asset \_\_\_\_\_ (*location / description of the property*). Our guarantee covers the obligations of the aforementioned beneficiary resulting from his participation in the said auction, throughout its period of validity.

This amount we maintain available to yourselves and will pay 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 General Auction Terms dated 07.06.2017. 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 deadline for submitting Participation Documents*), namely by \_\_\_\_, which may be extended by ordinary written statement to you from us for an additional period of three (3) months from the said deadline for submitting bids, after which, and if in the meantime we do have not received your written statement concerning the forfeiture 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 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, unequivocally and unconditionally, being directly liable towards yourselves in full as obligors in favour of \_\_\_\_\_ (*Name and address of Highest Bidder*) for the amount of \_\_\_\_\_ Euros (€ \_\_\_\_\_). Our liability is limited to the above amount for the participation in the open auction Q \_\_\_\_ (*auction number*) of \_\_\_\_\_ (*deadline for submission of Participation Documents*) or any postponement thereof, for the sale and purchase of the real estate asset \_\_\_\_\_ (*location / description of the property*). Our guarantee covers the obligations of the aforementioned beneficiary resulting from his participation in the said auction, throughout its period of validity.

This amount we maintain available to yourselves and will pay 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 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 General Auction Terms dated 07.06.2017 and the Fund's Resolution of the Board of Directors dated \_\_\_\_\_ concerning the inauguration 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 is 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 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

### OPENING BID TEMPLATE

To the Hellenic Republic Asset Development Fund SA

*(place & date)*

#### OPENING BID FOR AUCTION [Q ●]

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 Opening Bid for auction No. Q [●] launched by the Fund for the purchase of the property in [●] (the Auction) in accordance with the rules set out in the General Auction Terms dated 07.06.2017 and the Special Auction Terms dated 07.06.2017 issued by the Fund:

FIRST BID: [●] Euro (in full) (€ [●] (in numbers))

I hereby declare that I acknowledge and confirm that this Opening Bid is binding and is valid for nine (9) months from the deadline for the submission of Opening Bids (as stated in the Special Auction Terms dated 07.06.2017 issued by the Fund), extendable by unilateral written statement by the Fund by a further three (3) months.

\_\_\_\_\_  
(name / signature)

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