

Specific Auction Terms

for the auction procedures with the right of counteroffer

through the website www.e-publicrealestate.gr

concerning the long term lease of

Faliro Olympic Complex, Zone III (Q 109616)

1. Subject of the Auction Process - Description of the Leasehold

The subject of the auction process is the long-term leasing:

- a. of the concession-free land plot, with a surface area of 141,586.90 m², of the Zone III redevelopment (Culture and Conferences) of the Faliro Olympic Complex, as defined in the Presidential Decree of the Faliro Bay Bay reformation (Government Gazette 443AAP/2013), along with the buildings and facilities thereon, owned by the Hellenic Public Properties Company (HPPC),
- b. of coastal area 6,823.43 m² in front of the above-mentioned land plot, under the administration/management of HPPC,
- c. of part of the seashore with a surface area of 4,180.85 m² in front of Zone III, under the administration/management of HPPC; and
- d. of the right to use the maritime space in front of the Property and the development of the planned floating piers, as described in the Presidential Decree on the Faliro Bay Bay reformation (Government Gazette 443AAP/2013).

The Property is depicted in the Topographical Diagram dated July 2023, at a scale of 1:1000, by the Rural Surveying Engineer of NTUA, Dimitrios Kapnias and is described in detail in the Technical Report dated August 2023 prepared by the same engineer, both of which were drafted for the purposes of this auction.

Based on the existing Energy Performance Certificates, the TAE KWON DO Stadium is classified in energy category E while the Glass Building is classified in category D.

2. Term of the Lease

The term of the lease is set at **forty (40) years** from the date of delivery of the use of the leasehold to the Lessee, which cannot be more than thirty (30) calendar days from the signing of the lease contract. Otherwise, the commencement date of the lease shall be deemed to be the date of signing the contract.

This term may be extended for **further ten (10) years**, provided that the lessee has fully complied with its contractual obligations and following a new valuation of the rent by an independent valuer of the lessor's (HPPC) choice and a relevant agreement of the parties.

3. Purpose of the Auction - Uses of the Leasehold

The purpose of the auction is the long-term lease of the Property, so that it can be developed, used and operated in accordance with the permitted uses, as specified in the Presidential Decree on the Faliro Bay reformation (Government Gazette 443AAP/2013). The leasehold will be delivered as is, where is and the contractor shall undertake the obligation to upgrade, modernize and develop the property in accordance with its technical offer and with the terms and conditions set by the applicable legal framework. The lessee is also obliged to undertake in full the total expenses of the upgrading and modernisation works, in order to enable the property to serve its intended purpose. Taking into account the purpose that the legislature gives to HPPC for the development of its assets, HPPC anticipates the upgrading, modernisation and development in general of the property in question and its maintenance throughout the lease term and until its repossession to HPPC. In the above context, the lessee shall undertake the implementation of the upgrading, modernisation and development of the facilities, existing and future, and the supply of equipment, in accordance with its technical offer and its timeline, amounting to a minimum of €22,000,000, which is estimated by HPPC as absolutely appropriate and necessary for the financial viability of the leasehold. The implementation of the aforementioned works does not entitle to a reduction of the rent nor any other claim against HPPC.

In particular, according to the Presidential Decree on the Faliro Bay reformation (Government Gazette 443AAP/2013), the following land uses of the Property are foreseen and permitted to the Contractor of the auction: **Conference venues and supporting and ancillary functions including exhibition spaces, Theme Parks, leisure facilities, exhibition spaces, semi-outdoor event spaces, outdoor cinema, outdoor mega events, interactive structures spaces, art structures/landmarks, commercial stores, public service offices, public catering facilities, snack bars, outposts, outdoor, ground floor and underground parking areas with their supporting facilities, solar panel installations and small wind turbines, which are exempted from the obligation to obtain production, installation and operation permits in accordance with the legislation in force, pumping stations, electricity substations, small fishing shelter and fishermen's flea market, permanent mooring of a boat/landmark with tourism, leisure and catering uses, road network, public transport and technical infrastructure and accompanying facilities.**

4. Rent

The Contractor shall pay to HPPC:

(a) **A lump sum consideration of € 2.000.000,00** plus VAT (or any other tax) at the signing of the Lease Contract. This consideration is not refundable in the event of early termination of the lease, except in the event that the lease is terminated before the end of the first twelve months from the signing of the contract, in which case the proportion of the consideration remaining on a twelve-month basis

shall be refunded (refund amount: 2,000,000 times the remaining months until the end of the first lease year divided by 12).

(b) **Annual Rent**, as it shall be determined during the auction process with the submission of the financial bid, which in no case may be lower than the starting price of the e- auction. For the first calendar year, the annual rent payable shall be calculated pro rata for the period from the commencement of the lease up to 31 December of the same year. Similarly, for the last calendar year, the payable annual rent shall be calculated pro rata for the period from 1 January of that year to the end of the contract.

5. Starting price of the e-auction

The starting price of the e-auction refers to the amount of the minimum offered Annual Rent and is set at two million four hundred thousand euros (€ 2,400,000.00). It is noted that in addition to the Annual Rent, the Contractor shall also pay a lump sum consideration of € 2,000,000 as mentioned above in Article 4 (a).

6. Minimum Bid Increment

The minimum bid increment, namely the minimum percentage of an increase of each bid over the maximum existing bid, is set at a minimum of 5%.

7. Payment of rent

The Annual Rent referred to in Article 4 under (b) above shall be paid in equal monthly instalments, within the first fifteen (15) days of each calendar month.

8. Rent adjustment

The Annual Rent shall be adjusted annually (from 1 January of each subsequent year in turn), starting from the second calendar year, by a percentage equal to the simple twelve-month change in the Consumer Price Index (CPI) of the month of December of the previous year, as officially announced by the Hellenic Statistical Authority or by any other authority that replaces it plus 1% and in any case, the adjustment shall not be less than 2% (CPI + 1%, min 2%).

9. Stamp duty on rent

The applicable stamp duty or any other tax or charge imposed on the rent shall be borne entirely by the lessee and shall be paid together with the rent.

10. Auction guarantee

In order to participate in the auction process, the bidders shall submit an Auction Guarantee in the amount of one million euros (€ 1.000.000,00), lasting at least 210 days from the date of submission of the supporting documents, in accordance with the current General Auction Terms for open auctions

with right of counter-bidding through the website www.e-publicrealestate.gr regarding the leasing of real estate of HPPC.

11. Deadline and Place of Submission of the Supporting Documents for participation

The deadline for submission of the supporting documents is Friday, 15 March 2024, at 14:00 p.m.

The place of submission of the supporting documents is the offices of the Hellenic Public Properties Company (HPPC) SA, 7 Voulis Street (Syntagma), Athens 105 62 (Protocol office-2nd floor). In case the participation documents are sent by post (registered letter) or by a courier company, the date and time of submission is the one indicated on the proof of delivery to the post office or courier company, which must be sent by e-mail to HPPC (info@hppc.gr) by the closing date for submission of the Participation Supporting Documents.

HPPC is not obliged to receive any folders from a post office or other service.

The date of the electronic submission of the financial bid shall be communicated to the participants who successfully pass the eligibility check in accordance with the applicable General Auction Terms for open auctions with a right of counter-bidding regarding the lease of real estate of HPPC.

12. Information & Submission of Questions by Interested Parties

The Auction is accompanied by Additional Information Material (Virtual Data Room-VDR) which is available to interested parties upon written request.

HPPC may add information to the VDR of the auction up to five (5) calendar days before the deadline for submission of the supporting documents for participation in the auction. In this case, interested parties who have already requested and received access to the auction VDR shall be informed of the addition by e-mail. For access to the VDR the Interested Parties are invited to submit in person or by post (with the consignor assuming fully and exclusively the risk of not submitting in due time), at the offices of the Hellenic Public Properties Company (HPPC) SA, 7 Voulis Street (Syntagma), Athens 105 62 (Protocol office-2nd floor), addressed to the Auction Committee, a request for access to the VDR, in accordance with the template set out in Annex [B] hereto, accompanied by the duly signed confidentiality agreement [*as attached hereto as Annex A*] and the declaration of appointment of a legal representative and the acceptance of the appointment by the legal representative. It should be noted that the application for access to the VDR and the above supporting documents are to be submitted in a sealed folder which cannot be opened without being noticed and which shall bear the auction code (Q 109616) on the outside and shall be clearly indicated by the following 'APPLICATION AND SUPPORTING DOCUMENTS FOR ACCESS TO THE VDR'. It is clarified that HPPC reserves the right, in its sole discretion, to request from an Interested Party additional information and documents in order to grant it access to the VDR, such as documents and information demonstrating compliance by that Interested Party with the criteria set out herein for participating in the auction process.

The Interested Parties that shall submit a request for access to the VDR along with the supporting documents, shall designate a legal representative residing or having their registered office within the Greek territory and to whom all notifications of documents (by e-mail or courier service) from HPPC to the Interested Party shall be performed in the context of this Auction. The full details of the legal representative, as well as their contact details (residence address, telephone number, e-mail address) will be provided, while the legal representative shall also declare that they accept their appointment and consent to the terms of collection and processing of their personal data in their capacity as legal representative of the Interested Party.

Visits/inspections to the property may take place up to fifteen (15) calendar days before the deadline for submission of the supporting documents for participation in the auction, upon written request.

Interested parties may address questions on the auction process, the Special Auction Terms and the Property by e-mail to info@e-publicrealestate.gr up to ten (10) calendar days before the deadline for submission of the supporting documents for participation in the auction. HPPC reserves the right not to respond to a question or request that has already been adequately answered in the General and Special Auction Terms and Information Material or by posting it in the "Clarifications" and "Frequently Asked Questions" sections of the www.e-publicrealestate.gr website. All responses from HPPC shall be posted on the above website.

In any case, by participating in the auction process, each interested party is presumed to have taken note of all the information provided by HPPC during the auction.

13. Eligibility

The auction is open to all those who are eligible to participate in accordance with the current General Auction Terms for open auctions with a right of counter-bidding through the website www.e-publicrealestate.gr regarding the leasing of real estate of HPPC.

The participant, its members in the case of a joint venture, as well as any co-partners must not have overdue debts to HPPC. In particular, in the case of a natural person, the same person or a legal entity in which person participates as a shareholder, portioner, partner, manager, legal representative or member of the Board of Directors (in the case of public limited companies) must not have overdue debts to HPPC. Moreover, in the case of a natural person participating in the above mentioned way in a legal person, the latter is not related to a legal person within the meaning of Article 2 (g) of Law 4172/2013, which has overdue debts to HPPC. In the case of a legal person, not having overdue debts to HPPC, the same or its legal representative or a shareholder, portioner, partner, manager or member of the Board of Directors (in the case of public limited companies) or a person affiliated with the legal person within the meaning of Article 2 case g of Law 4172/2013.

In addition, bidders, legal or natural persons or associations or joint ventures thereof, must, **under penalty of exclusion:**

A) Have proven ability and experience of at least three (3) years during the last five (5) years (2018, 2019, 2020, 2021, 2022), in the sectors of the main uses of the property, namely: conferences, exhibitions, events, catering, tourism, leisure, commercial stores, and/or in the construction industry and property management.

In the case of a Joint Scheme, Association of Persons or Joint Venture, it is sufficient that one of the members of the Joint Venture, which participates in it by at least 10%, has the above mentioned experience eligibility criteria.

It is explicitly stated that a bidder or a member of a bidder (in case of an association of persons or a joint venture) may use experience loans by providing the required supporting documents in accordance with the General and Specific Auction Terms.

B) Be financially sound:

- For Legal Entities: average annual turnover, for three (3) financial years within the last five years (2018, 2019, 2020, 2021, 2022), at least equal to 10,000,000.00€ and Equity Capital for the last year (2022) at least equal to 12,000,000.00 €.
- For Natural Persons: average annual revenue for three (3) years within the last five years (2018, 2019, 2020, 2021, 2022) at least equal to 10,000,000.00€ and average balance of deposits during the last year period (2022) amounting at least at 12,000,000.00 €.

In the case of a Joint Scheme, Association of Persons or Joint Venture the financial standing criteria must be met by the bidder (Association of Persons or Joint Venture) and are not required to be met by each of its members individually, but must be weighted in proportion to the percentage of each member's participation in the consortium.

More specifically, in the case of a Joint Scheme, association or joint venture of persons, the following shall be taken into account when calculating the financial criteria:

➤ **Turnover**

Average turnover of three (3) fiscal years within the last five years (2018, 2019, 2020, 2021, 2022) of Joint Scheme Member A x Percentage of participation of Member A in the Joint Scheme + Average turnover of three (3) fiscal years within the last five years (2018, 2019, 2020, 2021, 2022) of Joint Scheme Member B x Percentage of participation of Member B in the Joint Scheme + ≥ 10,000,000.00€ (minimum required Average Annual Turnover)

➤ **Equity Capital**

Equity Capital (2022) of the First (A) Member of a Joint Scheme, Association or Joint Venture x Percentage of participation of the First (A) Member in the Joint Scheme, Association or Joint Venture

+ Equity Capital (2022) of the Second (B) Member of a Joint Scheme, Association or Joint Venture x Percentage of participation of the Second (B) Member in the Joint Scheme, Association or Joint Venture + \geq 12,000,000.00€ (minimum required Equity Capital)

In the case of natural persons (members of an association or a joint venture), the above shall be calculated on the basis of the respective criteria.

It is explicitly stated that a bidder or a member of a bidder (in the case of an association or a joint venture of persons) **may not** rely on the capacities of a third party to fulfil the abovementioned financial standing criteria.

C) No seizures and/or auctions were imposed against their immovable assets, no unpaid bills of exchange or stamped cheques and no payment orders were issued, which exceed the total amount of 720,000 €, concerning the natural persons themselves (or the legal persons in whose management they participate or hold at least 10% of the share capital) and in case of legal persons, the legal persons or their partners in case of partnerships. Accordingly, any loans from financial institutions that relate to natural persons themselves (or legal persons in whose management they participate or hold at least 10% of the share capital) and, in the case of legal persons, the legal entities themselves or their partners in the case of partnerships, should be accommodated.

14. Contents of the Folder of supporting documents for participation

The bidder shall submit a sealed folder with supporting documents for participation in accordance with the General Auction Terms for open auctions with the right to counter-bids through the website www.e-publicrealestate.gr regarding the lease of the real estate of HPPC, in which it shall include **two sealed Sub-folders** and in particular, **under penalty of exclusion**:

➤ **Sub-folder A:**

- **A1. The necessary Supporting Documents, in accordance with the current General Auction Terms for the lease of real estate of HPPC.**
- **A2. Experience Documents**

1. A detailed description of the Bidder's activity in terms of its activity in the sectors of the main permitted uses of the property, namely: conferences, exhibitions, events, catering, tourism, leisure, commercial stores, and/or in the construction industry and property management.

2. A certificate from the Tax Office, the competent chamber or body from which the activity and experience of the Bidder can be deduced.

3. Any other evidence of the Bidder's experience.

In case the Bidder intends to partner with a person, possessing the above requested experience, for the execution of the lease contract to be concluded with the HPPC, it is required to be included in the Sub-folder:

(a) The above supporting documents of experience for the co- partner, which shall be counted towards the Bidder's experience requirement,

(b) A solemn declaration by the Bidder, as applicable, stating the details of the co- partner, detailing the parts of the contract to be awarded to him, as well as that the co-contractor accepts to perform them; and

(c) A solemn declaration by the co-partner, as applicable, in which he (the co-partner) shall state that: 1) has read and understood the terms of the auction and all accompanying information; 2) accepts performing the portion of the contract indicated by the Bidder; 3) can respond to and provide all services undertaken, 4) has not entered into a cooperation agreement for the subject matter of the Auction published with another Bidder; 5) shall sign a Cooperation Agreement with the Bidder, which will be presented at the time of signing the Lease Contract and shall reflect the agreement to cooperate and perform the part of the Contract agreed to be undertaken; 6) is up to date tax and insurance compliant, 7) is not in bankruptcy, liquidation, judicial administration, bankruptcy composition or cessation of activities and no bankruptcy or liquidation proceedings have been initiated against it; and 8) has no overdue debts to HPPC, itself or a legal entity in which it participates as a shareholder, portioner, partner, manager, legal representative or member of the Board of Directors (in the case of public limited companies). In addition, in the case of a natural person who participates in a legal person in the above mentioned manner, the latter is not related to a legal person within the meaning of Article 2 (f) of Law 4172/2013, which has overdue debts to HPPC. In the case of a legal person, it does not have overdue debts to HPPC itself or its legal representative or a shareholder, portioner, partner, manager or member of its Board of Directors (in the case of public limited companies) or a person affiliated with the legal person within the meaning of Article 2 (f) of Law 4172/2013.

This solemn declaration shall be accompanied by all the necessary evidence on the legal status of the signing representative, provided that it is a legal person, in accordance with the details set out in the applicable General Auction Terms for the open auctions with right of reply through the website www.e-publicrealestate.gr, for the lease of the real estate of HPPC.

➤ **A3. Supporting documents for Financial Standing**

- Legal Entities:

Copies of the published and audited, if there is such an obligation, annual financial statements and/or statements of financial data from business activity (if there is no obligation to issue financial statements) for the five previous fiscal years (2018, 2019, 2020, 2021, 2022). It is clarified that, if the Bidder or a member of a Bidder scheme (in case of an association or joint venture) is a parent company, then published financial statements shall be submitted on a consolidated basis. Provided that a Bidder or a member of a Bidder scheme is a subsidiary or affiliated company, financial statements shall be presented on a company basis.

If, due to the fact that there is no relevant legal obligation to publish annual financial statements for a legal entity or the financial statements have not yet been published at the time of submission

of the supporting documents, legally certified copies of the financial statements and/or the statements of financial data from business activity must be submitted (in case of no obligation to publish financial statements) showing the asset structure of the legal person in question for the relevant period, as well as a solemn declaration by the legal person, certified by the authenticity of the signature of its legal representative (in the case of an association or a joint venture, of each legal person falling within the above case and participating in the association or joint venture), in which it states responsibly that it is not obliged to publish or issue annual financial statements or the reason for which they have not been published by the date of submission of the supporting documents, and furthermore that the information given in the financial statements submitted is accurate.

- Natural Persons

(a) A Solemn Declaration as in force, with a certified signature, or an equivalent document for foreign persons, where the bidder shall state that has an average annual revenue for three (3) of the last five years (2018, 2019, 2020, 2021, 2022) of at least equal to 10,000,000.00€. The Solemn Declaration shall be accompanied by copies of the corresponding income tax returns and/or statements of financial data from business activity for the last five years (2018, 2019, 2020, 2021, 2022).

(b) A certificate [issued in no more than thirty (30) calendar days prior to the date of submission] with the average balance of the bidder's deposits and the bidder's immediate liquidations and transferable securities during the period of the last year (2022) following the submission of the bid, from a bank or other credit institution or competent body operating legally in Greece or in any member state of the European Union, the European Economic Area or the Organisation for Economic Cooperation and Development (OECD).

In the case of a Joint Scheme, association or a joint venture between natural and/or legal persons, supporting documents of financial standing shall be submitted for each of the members, adjusted where appropriate as set out above.

➤ **A4. Solemn Declaration**

A Solemn Declaration as applicable where the bidder or the legal representative in the case of a legal entity shall declare that: 1) no seizures and/or auctions have been imposed against the real estate assets of the bidder, 2) no unpaid bills of exchange or stamped cheques and no payment orders have been issued, which exceed in total the amount of 720,000.00€, concerning the natural persons themselves (or legal entities in whose management they participate or hold at least 10% of the share capital) and in the case of legal entities, the legal entities or their partners in the case of partnerships 3) it serves any loans to financial institutions that relate to the natural persons themselves (or legal entities in whose management they participate or hold at least 10% of the share capital) and, in the case of legal entities, the legal entities or their partners in the case of partnerships.

It is noted that by participating in this auction, the participants grant to HPPC SA their explicit consent for HPPC SA to check their creditworthiness through the relevant service of "TIRESIAS SA" and other services, and under the terms and conditions of their provision. In addition, by participating in the auction, participants are presumed to have studied, understood and accepted the Code of Conduct and Professional Behaviour of HPPC S.A., which is posted on the Company's website www.hppc.gr.

➤ **Sub-folder B – Technical Offer:**

Technical/Operational data regarding the development that the bidder intends to carry out on the property, consisting of proposed:

- (a) Business plan for the development and operation of the lease.
- (b) Description of actions to implement the proposed business plan and proposed development in accordance with the permitted uses.
- (c) A budget of works for the upgrading, modernisation and development of the property, its facilities and equipment, with a minimum of €22,000,000.
- (d) A timetable for the implementation of the works for the upgrading, modernisation and development of the property, facilities and equipment in the amount of at least €22,000,000, which may not exceed three (3) years from the signing of the contract for the obtaining of all necessary work permits and five (5) years for the implementation of each individual part of the works from the obtaining of the respective permit.
- (e) A plan of the proposed configuration of the property in accordance with the permitted uses on the area.

It is expressly noted that Sub-Folder B - Technical Offer shall not be evaluated, but shall be either passed or failed depending on the compliance of its content with the above. Failure to submit it shall constitute grounds for excluding the bidder from the auction process.

HPPC is entitled to request clarifications regarding the above technical/operational data and to exclude bidders in the event that, in its unaided judgment, the proposed development is not consistent with the purpose of the lease, namely it is contrary to the permitted uses, as specified in the Presidential Decree on the Faliro Bay reformation (Government Gazette 443AAP/2013).

In any case, the participation of the bidder in the next phase of the auction (e-auction) shall not in any way constitute acceptance on behalf of HPPC of its investment plan, nor can it give rise to any claim for compensation from HPPC SA, if declared a contractor, in case of inability to execute it (the proposed investment plan), for any reason whatsoever.

15. Period of validity of the Financial Bid

The financial bid will remain valid for a period of 180 days after submission. HPPC may, by unilateral written declaration to the participants, extend the validity of the submitted bids by an additional thirty (30) days, in accordance with the applicable General Auction Terms for open auctions with right of counter-bidding, through the website www.e-publicrealestate.gr, for the lease of property of HPPC.

16. Criterion for the selection of the Lessee

The criterion for the selection of the lessee is exclusively the highest financial bid, in accordance with the applicable General Auction Terms for the open auctions with right of counter-bidding for the lease of real estate of HPPC, which will be submitted electronically via the website www.e-publicrealestate.gr and which will refer to the Annual Rent of the first lease year and which in no case can be lower than the starting price.

In the event that only one interested party participates in the auction process, HPPC may, at any time, prior to the awarding of the result of the Auction, invite the contractor to improve its bid, at least by a percentage equal to the minimum bid increment, namely at least by a percentage equal to 5%.

17. Exclusive Purpose Company

The lessee should establish an Exclusive Purpose Public Limited Company (AEAS), based in Greece, in accordance with the relevant legislation, after the awarding of the auction and which shall contract with HPPC for the lease contract.

To this end, following the awarding of the auction by the competent body of HPPC the company shall invite the contractor, within a specified period, (a) to establish an Exclusive Purpose Public Limited Company (AEAS), which shall enter into a lease agreement with HPPC, and (b) to submit to HPPC full legal documents of AEAS. Furthermore, HPPC shall be entitled to request for the contractor and AEAS and any additional and/or updated supporting documents, certificates, documents or information required in its discretion for the signing of the contract.

The purpose of AEAS shall be exclusively the use of the property "Zone III Faliro Olympic Complex" which shall be leased to it, in accordance with the purpose of this auction.

The founders - the initial shareholders of the company (AEAS) shall be the contractor or its members (natural and/or legal persons) in proportion to their participation in the auction. The shareholders of AEAS shall also individually guarantee that they shall assume the contractual obligations of AEAS towards HPPC and shall be individually, jointly and severally liable with AEAS for the performance of the above obligations. Any existing agreements between the shareholders on the allocation of their responsibilities shall apply exclusively and only to their internal (inter-company) relations and under no circumstances may they be invoked against HPPC as a reason to release the shareholders from the above obligations and guarantees for the execution of the terms of the contract.

The signing of the lease contract by the contractor and AEAS implies unconditional acceptance of the result of the auction and the terms of the contract, as well as a waiver of any right to dispute them.

In the event that a member of the contractor or AEAS as set forth herein fails to fulfil the terms and conditions of the lease Contract (including but not limited to the contractor not establishing an AEAS, the contractor shall not pay the rent, fails to appear for the signing of the contract or fails to provide the Performance Guarantee for the terms of the contract), HPPC may declare the contractor to be disqualified and request forfeiture of the Participation and/or Transaction Guarantee in the auction as a penalty in favour of the Company. In this case, HPPC may declare the next in the order of ranking of the financial bids as the contractor of the auction and conclude the lease contract with it.

18. Transaction Guarantee

The contractor is required to provide a Letter of Guarantee of Transaction lasting at least 270 days or to make a bank deposit of an amount equal to the Annual Rent as it will result from its bid.

19. Performance Bond of the Terms of the Contract

The lessee is obliged to deposit, upon signing the contract, a performance bond of the terms of the contract, which shall be equal to an amount of two Annual Rents as it will have been established in its bid, which will be renewed or supplemented according to the adjustment of the Annual Rent, so that throughout the duration of the lease a bond equal to twice the current Annual Rent shall be in effect.

In particular, it is required either to provide a Bank Letter of Guarantee of at least one (1) year or to deposit an equivalent financial guarantee in a bank account of HPPC. The Performance Bond for the last year of the lease should be for a term of at least twenty-four (24) months. The Performance Bond may not be set off against any due rent (including at the end of the contract) and shall be returned to the Lessee after the lease expires once it has been established by HPPC SA that there are no debts by the Lessee relating to the lease and that none of the terms of the lease have been breached.

20. Insurance

The lessee is obliged from the acceptance of the leasehold and for the entire term of the lease, to insure at its own expense the leasehold and its premises in general in the name and on behalf of HPPC with a property insurance policy against named risks (at least indicatively and not restrictively against earthquake, fire, flood, natural phenomena, malicious acts, terrorist acts, etc.) Particularly, for the site of Plateia Nerou (Water Square), as an alternative to property insurance, an insurance policy for completed works may be concluded.

In addition, the lessee is obliged to insure the leasehold for its Civil Liability against third parties from the operation of the facilities, for claims for bodily injury and material damage that may occur throughout the term of the contract, due to or on account of it, as well as for the insurance of its Employer's Liability. The minimum insurance limits for Civil Liability shall be for bodily injury per person at €1,000,000, for bodily injury and/or property damage per event at €3,000,000 and per year. The limit for Employer's Liability insurance will be a minimum of €500,000 per person and of €1,000,000 per occurrence per year.

In case of execution of work, the contractor must conclude an All Risks Contractors Insurance in accordance with the work budget and ensure to maintain the validity of the property insurance and/or the insurance of completed work, as well as the General Civil Liability insurance against third parties and the Employer's Liability insurance with the aforementioned insurance limits, for bodily injuries and/or property damage that may be caused as a consequence of the work.

In all the above-mentioned insurance policies, HPPC shall be referred to as an additional insured and, especially for the General Liability insurance, it shall also be referred to as a third party.

The risks to be included in the insurance policies, as well as the amount of the insurable value, be approved by HPPC.

21. Other terms

21.1. The Lessee shall take possession of the leasehold as is and where is (namely in the existing legal and actual condition, which is the same at the time of the auction and at the time of signing the relevant lease agreement and taking possession of the property). To the extent that there is any lien within the property at the time of its delivery, the part occupied by it will be excluded from delivery to the lessee until the completion of the actions of their removal by HPPC at its expense, and will be delivered to the latter without delay after their release, without the lessee being entitled to request a reduction in rent for as long as the delivery of these parts to it is delayed.

21.2. The Lessee, after the signing of the lease contract, is obliged, following a prior invitation by HPPC S.A., to come to the property in order to take possession of it unconditionally [excluding any commitments according to the above article], with all kinds of buildings, annexes, appurtenances, installations and equipment in the condition in which they will be on that date and to sign the relevant acceptance and delivery protocol. The Contractor / Lessee, with the above taking possession of the leasehold by HPPC, declares that it expressly waives any objection and reservation regarding the condition of the property, as well as any claim for any hidden defects of it. Any refusal or delay, whether culpable or not, of the Lessee / Contractor to take possession of the leasehold, which exceeds the period of one (1) month from the call of HPPC, shall result, by decision of HPPC S.A. cumulatively: a. the declaration of the contractor in default, b. the forfeiture in favour of HPPC SA of the Performance Bond of the Terms of the Contract, which it shall have deposited at the signing of the contract as a penalty clause, after a call for providing explanations,

which will have been sent to it at least fifteen (15) days ago, agreeing from then on the above period as reasonable and fair and c. the claim, on behalf of HPPC, of any other positive or consequential loss it might suffer.

21.3. After taking possession of the property, the Lessee must transfer all connections to the public utility networks in its name without delay and in any case within two years from the signing of the lease agreement. The transfer of the public utility connections to the Lessee's name shall be carried out at the Lessee's care, responsibility and expense. The Lessee shall be solely responsible for the payment of public utility bills, as well as any municipal taxes and general costs that are legally due to it. For the period from the signing of the lease contract until the independence of the utilities, the Lessee shall be obliged to install temporary meters at his own expense and to carry out the necessary sharing of consumption with the other users of the utilities.

21.4. After the signing of the lease agreement, HPPC or the lessee, upon agreement and authorisation by HPPC for the needs of the upgrading work of the property, shall carry out at the expense of the former the removal of any existing unauthorised structures on the wider property, namely on the concessionary parts of Zone III not included in the lease.

21.5. Until the completion of the auction process, HPPC shall continue to commercially exploit the property through short-term leases for the organisation of events. A list of pre-bookings of the property agreed (without advance payment) for events to be held within 2024 may be sent to participants in the auction process upon request. After the completion of the auction and the signing of the lease agreement with the Contractor, for as long as the relevant building permits and/or operating permits are pending in the name of the lessee and up to a maximum of 31.12.2024, the Lessee may not refuse to organise a planned event, except for a significant reason. In this case, namely the holding of the event, the Lessee shall receive the consideration for the concession and shall be entitled to renegotiate the consideration with the organiser of the event. In any case, the lessee may refuse to hold an event if it cannot cooperate with the organiser in question or if the event conflicts with its business plan.

21.6. The acceptance by HPPC of the proposed commercial (business) activities of the lessee in the leasehold shall in no way be construed as providing a guarantee by HPPC or as an involvement by HPPC in obtaining all permits and/or approvals required. In consequence of the foregoing, HPPC assumes no commitment, obligation or liability in connection with any matter relating to the issuance, extension, revision or maintenance in force of the required permits and approvals by the lessee, or with any prohibition or restriction on the operation of the leasehold which may be imposed on the leasehold subsequent to the auction to be held and the lease agreement to be concluded between the parties pursuant thereto.

21.7. The Lessee is required to carry out, at its own expense, the preparation of all necessary studies, the obtaining, maintenance and renewal of all necessary permits, approvals, etc. and to

carry out all necessary adaptation and restoration works on the property under the existing legal framework in order to enable its operation and obtain all necessary permits for the purpose for which it is intended. The Lessee shall proceed, at its sole responsibility, care and expense, to the execution and completion of the business plan and development plan in the leasehold, which shall be in accordance with the building conditions and restrictions of the property and with the general and specific legislation governing the property and after the prior approval of HPPC, without the latter assuming any responsibility as to the final approval of the work proposed by the contractor/lessor by the competent authorities. It is expressly stated that the approval of HPPC is given as the consent of the owner of the property for the intended interventions and does not replace the approval of the competent authorities for the legality of the interventions, nor does it imply that it assumes any liability, commitment or guarantee in the event that the competent authorities shall not approve these interventions. In this respect, namely the owner of the property, HPPC S.A. shall be entitled to approve or reject, with reasons, the studies submitted to it by the Lessee, within thirty (30) days of their submission to the HPPC's Protocol. If HPPC S.A. shall not reply within the above period, the file submitted to it shall be presumed to have received its consent.

21.8. If, in the future, the Lessee decides to modify its original business plan for reasons related to its business policy, the new business plan must be viable and provide for revenues of the same size as those submitted at the time of its bid and in accordance with the prevailing circumstances and must be submitted to HPPC for approval. For avoiding of doubts, in any case, the Lessee's business plan should always include a budget for the upgrading, modernisation and development of the property, its facilities and equipment, at least equal to 22,000,000 € and the obtaining of all necessary permits for implementing these works of upgrading, modernisation and development of the property, facilities and equipment in the minimum amount of 22,000,000 €, cannot be later than three (3) years from the signing of the contract; and respectively, the implementation of each individual part of the aforementioned works may not take place later than five (5) years after obtaining the respective permit.

21.9. The Lessee is required to comply with the specific provisions of the Legislation on accessibility for people with disabilities (e.g. ELOT 1439:2013 "Disability friendly organisation - Requirements and recommendations") for the building and to seek high class energy certification according to an international certification system (e.g. LEED, BREEAM etc.).

21.10. In the western and southern part of the surface of the leasehold, traffic roads and interconnection with the neighbouring properties-facilities have been formed in fact, however, they have not been classified as such and are included in the property of HPPC (e.g. "Avgeri" street, "Moraitini" street). The lessee must maintain the use of these roads until the process of putting them into public use is completed. If in the future, depending on its business plan, it approves and carries out a new traffic study, the lessee must modify and replace them so that the existing public access is maintained.

21.11. The lessee must take all necessary steps, at its sole care, responsibility, costs and expenses, for the issuance, extension and/or revision, renewal and maintenance in force of all permits and approvals required for the use of the leasehold for its intended purpose (such as, but not limited to, planning permits, permits for construction work, commercial and other permitted uses, approval of environmental conditions and impacts, fire protection certificates, etc.). The lessee must diligently comply with the terms and conditions for the granting of the above permits and approvals throughout the duration of the lease. For avoiding of doubts, any failure to obtain, maintain, review and/or renew the above required permits shall not relieve the Lessee of its obligations under the lease contract, including the payment of the outstanding rent. It is clarified that the lessor bears no responsibility for any planning or other violations on the part of the lessee or for non-compliance with existing or issued permits, the risk and burden of which is borne solely by the lessee.

21.12. Upon the partial or full implementation of the lessee's development plan, the lessee shall be required to submit to HPPC all technical designs of all buildings and/or facilities as built. This shall also apply to any future modification, reconstruction, extension, etc. of the buildings and/or facilities of the leasehold. Furthermore, upon its gradual or total completion, the work, as well as anything that has been incorporated into the leasehold and is a component thereof or cannot be separated without damage thereto, shall remain for the benefit of the Leasehold and its operation by the Lessee solely and exclusively for the duration of the Lease, unless HPPC requests their removal. After the expiry or termination of this agreement in any way, they shall remain for the benefit of the lease, without the Lessee being entitled to claim compensation for them. HPPC may require restoration to its former condition if it finds that any such work has been done without its prior approval as herein provided or in derogation or deviation from any approval granted, and HPPC shall be entitled to be indemnified in the event that it is compelled to undertake work for their restoration.

21.13. Fees and expenses of third parties, engineers, contractors, technical staff and other personnel, suppliers, contributions of main and subsidiary Insurance Organizations that will be required and certified for the work on the property, shall be borne entirely by the Lessee, even if they are certified in the name of the Lessor.

21.14. The increase, for whatever reason and cause, of the final amount of the investment, in relation to the original budget, shall not in any way imply a reduction of the Rent, nor shall it give rise to any other claims not provided for herein, but shall be solely a business choice of the Lessee and in any case, falls within the sphere of its business risk, which risk has assumed through its bid and its unconditional acceptance of the terms of the auction. The Lessee agrees that this condition is fair and reasonable, given that it has undertaken, at its own expense and responsibility, the implementation of its Investment Programme and under circumstances of which it knew or ought to have known, taking into account the experience of the Lessee and its Consultants.

21.15. During the term of the contract, HPPC shall oversee the lessee's compliance with its obligation to develop, modernise and upgrade the leasehold and to restore and maintain its facilities, existing and future, reserving the right, not the obligation, to inspect through its instruments, by way of example and not by way of limitation:

(a) during the construction period:

- the progress of work to develop and upgrade the property,
- complying of work with the applicable provisions,
- obtaining all necessary construction permits; and
- the proper construction-modification of the facilities in accordance with international standards,

(b) during the operating period:

- obtaining all operating permits and any signs,
- the proper operational condition of the facilities,
- the high level of service to the public,
- complying with the safety rules in force at the time and obtaining the necessary certificates for the facilities, equipment and the way in which their individual activities are organised and operated, in accordance with the provisions of Articles 21.6 to 21.17 hereof

This right of HPPC, to the extent that it is decided to exercise it, shall not in any way substitute any statutory obligation of control by the competent authorities over the works and the use and operation of the leasehold in accordance with the signed lease contract.

21.16. The lessee is obliged to comply with the recommendations of HPPC's bodies and to put forward its views in a reasoned manner and always within the framework of its above-mentioned obligations. In general, HPPC looks forward to working closely with the lessee in the context of the lease and the development of the property, and is entitled but not obliged to request modifications if it considers that certain of the permitted uses are not compatible with this development. If, during the inspection, deviations in compliance with the contractual maintenance obligations of the Leasehold are found or wear and tear or damage or defects and generally if the functional and/or aesthetic condition of the Leasehold is inferior to that provided for in the Lease Contract and the applicable legislation, or if the Lessee fails to meet its contractual obligations, then the Lessor shall set a reasonable deadline for the Lessee to carry out the required maintenance and restoration work, as well as the upgrade, modernisation and development. In case of non-compliance by the Lessee, without prejudice to any other right of the Lessor under the law and/or the lease contract, the Lessor has the right to forfeit the

Performance Bond of the Terms of the Contract and terminate this Contract, with all the effects provided for herein.

21.17. The Lessee is required to comply with the generally applicable legislation and to respect the special regime governing the leasehold, to make good use of it and to take all necessary measures for its cleaning and order, hygiene and regular and extraordinary maintenance thereof and not to disturb or interfere in any way with neighbouring properties, otherwise being liable to compensation for any damage, harm or any other defect or damage whatsoever caused to HPPC by misuse of the leasehold by it, its staff or clientele. HPPC shall not be required to make any expenses whatsoever, even if necessary, for the leasehold during the whole term of the lease.

21.18. In the event of any litigation against the Lessor arising from the above causes, the Lessee shall, upon notice from the Lessor, intervene in the litigation and conduct the litigation itself, at its own care and expense, and shall pay to the Lessor any amount which the Lessor may be required by the court to pay to third party beneficiaries from the above causes.

21.19. The lessee shall be solely responsible, throughout the lease term, for maintaining the leasehold and its lawful use, according to its nature and purpose, taking all necessary measures for maintaining the technical and material infrastructure of the property and its facilities, insuring the property and its facilities, as well as the civil liability against third parties, and compliance with the applicable provisions of decisions of the Public Authorities, indicatively but not limited to, Health, Urban Planning, Market purchasing, Police authorities, etc. In the event of a future change in the urban planning framework, beneficial to the lessee, with regard to the construction and use of the leasehold, which may be adopted after the time of submission of the Binding Bid, as a result of which the lessee may achieve a more efficient use of the leasehold, HPPC shall be entitled to request a reasonable and proportionate increase in the financial consideration paid to HPPC, in addition to the above adjustment of the rent, if the lessee decides to make use of them. In this case, the annual rent will be increased, after a new assessment of the rental value of the property by independent valuers of the choice of the HPPC lessor. The lessee, in order to make use of the above option, will have to submit beforehand to HPPC SA all the necessary plans and studies for the extension of the facilities/use of the leasehold, which will have to be approved by HPPC which in any case reserves the right to reject them without justification. In any event, any construction, which shall be carried out in the leasehold, with the action, responsibility and expenses of the Lessee, shall remain for the benefit of the leasehold, after the termination of the lease in any way, without the Lessee being entitled to compensation, from any cause, for it.

21.20. In the event that in the future, the lessee shall submit a proposal to the competent authorities for the modification of the existing planning regime in terms of coverage, building, height or location of new structures, then before the issuance of building permits, the amendment of the Government Gazette 443AP/2013 shall be required by the preparation and

approval of a Local Urban Plan with a new Presidential Decree for Zone III. In this case, namely submitting a proposal to change the Presidential Decree, it shall be necessary to obtain the prior written consent of HPPC, as the owner of the property, which shall be given after a revaluation of the Rent by an independent valuer, selected by HPPC, excluding any reduction in the rent in relation to the amount thereof.

21.21. During the operation of the activities to be developed within the leasehold, the Lessee shall take all measures required by law to prevent any noise disturbance to the urban environment and neighbouring businesses. For this reason, it can and must adopt any technical or operational solution, within the existing institutional framework, in order to comply with the relevant regulations that may be applicable to the area where the leasehold is located.

21.22. The consequences of any damage of any nature, whether to the Lessee's personnel or to third parties or to vehicles, machinery, and/or property of the Lessee's personnel or third parties, caused by acts or omissions of the Lessee's employees, instruments, agents, executives, assistants or subcontractors and by any cause in general connected with the execution of the work shall be borne exclusively, criminally and civilly, only by the Lessee.

21.23. The Lessee warrants to the Lessor for any disputes or claims of third parties arising from causes that shall arise due to the works or the manner of their implementation and any such disputes or claims shall be settled at the Lessee's risk and expense.

21.24. It is expressly agreed that the Lessor shall have no liability or obligation against the Lessee or any third party for maintaining the leasehold, replacement of equipment or facilities, repairs or improvements, necessary or beneficial or necessitated by events of force majeure, accidental or by normal use and the use and operation agreed to herein, or for damage or defects to the Leasehold or third parties from any cause and if caused, in particular by or on account of the work carried out by the Lessee on the Leasehold, for which the Lessee shall be solely responsible, and shall be liable to incur any and all expenses from any cause and reason whatsoever, if any.

21.25. In the event of total or partial destruction of the leasehold premises, to the extent that they become unfit for use, and regardless of whether such destruction, damage or unsuitability is due to wear and tear from normal use or to an accidental or fortuitous event or force majeure, as well as in the event of theft or loss, the Lessee shall, at its expense, care and responsibility, replace the damaged or unsuitable or stolen or lost items with new items of the same kind or type, equal in quantity and of similar or superior quality, which, from the time of their replacement and their placement in the Leasehold, shall be considered, as the case may be, either as components or appurtenances of the Leasehold.

21.26. Materials and articles replaced due to wear, destruction or unsuitability shall be removed immediately from the Leasehold and the Lessee shall be entitled to dispose of them at its discretion and to retain the relevant price from any sale or other disposal, provided that the

Lessor has previously confirmed in writing that they have been replaced with new items and placed in the Leasehold in accordance with the contractual terms in accordance with the above. From the time of their purchase and installation in the Leasehold, these items shall be considered an integral part of the Leasehold.

21.27. The Lessee shall be solely responsible for the security the leasehold, and shall take all necessary and appropriate measures in this respect and shall repel any act of occupation or unauthorized use or in general any attempt to trespass or encroachment thereon. It must also inform HPPC of the above without delay and in writing. It is expressly agreed that the above obligation of the Lessee shall not negate the right of HPPC to take any action itself to protect the leasehold.

21.28. HPPC S.A. shall act as Data Controller with regard to the personal data of natural persons, which shall be collected in the context of the Auction and which are processed in accordance with the provisions of the legislation on personal data protection, as applicable. Such personal data may be disclosed to Processors of a specific project, on behalf of the Data Controller, HPPC S.A., in accordance with an individual contract, pursuant to Article 28 of Regulation EU 2016/679, or to the Hellenic Corporation of Assets and Participations S.A., in its capacity as a shareholder and therefore a statutory body of HPPC S.A., or to public bodies and judicial authorities within the scope of their responsibilities. The purpose of processing is the implementation and compliance with the terms of this Call for Bids, the defence of the rights of HPPC and the general security and protection of transactions, the fulfilment of the statutory obligations of HPPC, as well as the information of the Bidder regarding the evaluation of the submitted Bid, including access to data of other Bidders, in the context of compliance with corporate governance and transparency principles. Natural persons submitting a Bid as Bidders or as representatives of a Bidder legal entity are informed about the processing of their personal data, for the designated purposes, and about all their statutory rights and the exercise thereof, as provided for by national and European legislation on the protection of personal data, including the General European Data Protection Regulation (EU) 679/2016 and Law 4624/2019 by the website <https://www.e-publicrealestate.gr/πολιτική-απορρήτου>.

21.29. Other terms, in addition to the above, shall be included in the Lease Contract to be signed with the Contractor.

The highest Bidder shall bear the cost of publication of HPPC's notices in the press, as well as the general cost of all kinds of the auction process.

By participating in the present auction, the participants grant to HPPC SA their explicit and irrevocable consent to HPPC SA to carry out a credit check of their creditworthiness through the relevant service of "TIRESIA SA", and under the terms of this service.

In addition, by participating in the auction, participants are presumed to have studied, understood and accepted the Code of Conduct and Professional Behaviour of HPPC S.A., which is posted on the Company's website www.hppc.gr.

For further information, please call 210 3339660 and 210 3339739 and via email at info@hppc.gr.

Athens, 01.02.2024

The general terms and the auction process are described in detail in the current General Auction Terms for open auctions with the right to counter-bids for the lease of real estate of HPPC.

Please refer to the Greek version of the Tender Notice, which is the official one

ANNEX A

Confidentiality Notice

To: Hellenic Public Properties Company S.A. (hereinafter **HPPC**)

Athens, [*]

Dear Sirs,

I/We, the undersigned [...] (full name), daughter/ son of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/ identity card number [...] (passport/ ID card number) issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), [...] (country) citizen, born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country - city - street - postcode) with e-mail address [...] (In case there are more than one legal representatives of the company, the details of all signing representatives must be filled in) acting in my/our capacity as legal representative(s) of the legal person under the name [...] (corporate name in full), which was set up in accordance with the laws of [...] (country), company registration number [...], having its registered offices in [...] (country – city - street - postcode), with [...] (country) taxpayer registration no. [...], further to the VDR Access Request dated [], which we submitted in the context of expressing our interest in participating in the Tender with identifier **Q109616**, launched by HPPC for long term leasing of Zone III of the Faliro Olympic Pole (hereinafter the "**Tender**"), and in order to acquire access to the virtual data room (hereinafter the "**VDR**"), we submit this Confidentiality Notice, pursuant to the Tender terms. If not otherwise defined herein, the definitions included are those included in the Tender Notice.

Access to the VDR is subject to explicit and binding compliance with non-exclusivity and confidentiality terms, as cited below.

NON-EXCLUSIVITY AND CONFIDENTIALITY TERMS

1. Our access to the VDR for information purposes and for helping us form an opinion as to whether we should participate or not in the Tender does not constitute offer or proposal on the part of HPPC or its Advisors, nor does it generate any obligation on their part, owing to negotiations, to award and/or enter into the Lease Agreement.

2. The information to which we will acquire access refers to any information available to HPPC about the Property and the Tender such as acquisition deeds, technical and legal due diligence, including survey and other diagrams, contracts, any other development and management acts, etc. (hereinafter the “**Information**”). The Information includes the answers of HPPC to queries of Interested Parties/Participants during the procedure stipulated in the Notice, as well as the structure and functioning of the VDR. Subject to separate terms of the Tender, HPPC guarantees that the Information is correct and lawfully held and used. However, HPPC has no liability whatsoever to any person because such person relied on the Information obtained through the VDR or for such person's actions and omissions due to the Information.

3. As recipient of the Information, which is property of HPPC, we are obliged to take all necessary security measures and demonstrate appropriate diligence in safeguarding and protecting the secrecy of the Information, avoiding fragmentary or overall disclosure or use thereof in breach of the provisions hereof. Moreover, we are obliged to promptly inform HPPC in writing, through the communication methods stipulated in the Tender, about any unlawful leakage or misappropriation of the Information by any party of which we may become aware.

In light of the above, we are obliged to treat in strict confidence the Information and refrain from using, processing, reproducing, transmitting, amending it in whole or in part for own purposes or for any other purpose, save solely the intended purpose, namely to form an opinion about whether to participate or not in the Tender.

4. By way of exception to the above commitments about non-disclosure, reproduction and transmission of the Information in whole or in part, we are entitled to disclose the Information or part thereof to statutory administration bodies of our company, executives and employees as well as to financial, legal and other technical advisors expressly appointed by us (hereinafter the “**Representatives**”). As recipient of the Information, we are obliged to communicate this provision to our Representatives and ensure that they will implement all necessary Information security measures and the Information provided to them will also be treated in strict confidence by them, otherwise I shall solely assume in all events several liability to HPPC for compliance with the above obligation on the part of our Representatives and for restoration of any damage that may be caused from their conduct in breach of contractual obligations.

5. Access to the Information does not grant us any exclusive or non-exclusive right of ownership or claim to the Information. Following the lapse of the Tender Procedure and within a deadline to be set in writing by HPPC, we and our Representatives will be obliged to return to HPPC all materials (e.g. USB) incorporating Information as well as all their copies and to delete them.

6. The above commitments to treat in confidence the Information do not apply to information or data identical or similar to the Information which: i) was lawfully held by us before acquiring access to the VDR or has or will become public domain or may be acquired from publicly accessible sources; ii) must

be disclosed to ensure compliance with legal or regulatory provisions and/or judicial or administrative orders which are binding on us, or with the regulations and professional standards to which we are subject; iii) was developed independently from us.

7. In case of breach of the confidentiality obligations by us and/or our Representatives, which we hereby assume, we accept to restore any damage that HPPC may incur due to the breach of these terms by us or our Representatives owing to fraud, without excluding the likelihood of gross negligence.

8. In case the Information includes personal data, we are obliged to abide by all the provisions and obligations arising from Regulation (EU) 2016/679 and Law 4624/2019 on Personal Data Protection.

9. This Confidentiality Notice shall be binding on us as recipient and on our Representatives for a period of two (2) years from termination of the Tender in any manner (e.g. award to the Final Highest Bidder or cancellation thereof).

10. This Confidentiality Notice and all rights and obligations deriving from or relating to it, including tort, shall be governed by the Greek Law. All disputes relating to or deriving from this Agreement, including disputes from obligations beyond contracts shall be resolved by the competent Courts of Athens for the matter.

The Declarant

For [*]

(signature)

(Authentication of signature)

ANNEX B

VDR Access Request Template

To: Hellenic Public Properties Company S.A.

Dear Sirs,

I/We, the undersigned [...] (full name), daughter/ son of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/ identity card number [...] (passport/ ID card number) issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), [...] (country) citizen, born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country - city - street - postcode) with e-mail address [...] (In case there are more than one legal representatives of the company, the details of all signing representatives must be filled in) acting in my/our capacity as legal representative(s) of the legal person under the name [...] (corporate name in full), which was set up in accordance with the laws of [...] (country), company registration number [...], having its registered offices in [...] (country – city - street - postcode), with [...] (country) taxpayer registration number [...], hereby declare in relation to the company/ [...] (corporate name of Interested Party) (the “**Interested Party**”),

*[or in the case of a Private/Institutional Investment Fund: acting in my/our capacity as legal representative(s)/legally authorised representative(s) of the legal person under the name [...] (corporate name in full of the investment/fund portfolio manager or the general partner, as the case may be), which has been set up in accordance with the laws of [...], company registration number [...] and has its registered offices in [...] (country – city - street - postcode), with [...] (country) taxpayer registration number [...] (please insert the contact details of the Administrator or the General Partner) (as the case may be) acting in the name and on behalf of the investment firm/investment fund under the name [...] (please include further details of the Private/Institutional Investment Fund, in line with its structure) (the “**Interested Party**”),*

*{or in the case of a Consortium: of the legal persons under the name (a) [...] (corporate name in full), which has been set up in accordance with the laws of [...] (country), company registration number [...], having its registered offices in [...] (country – city - street - postcode), with [...] (country) taxpayer registration number [...] (b) (the contact details of all Consortium Members must be filled in), which have set up a Consortium (the “**Interested Party**”),*

hereby submit a VDR Access Request pursuant to the terms of the relevant call for tenders launched by Hellenic Public Properties Company S.A. (“**HPPC**”), regarding the long term leasing of Zone III of the Faliro Olympic Pole (the “**Call for Tenders**”).

By this Access Request and provided it is approved, the Interested Party will appoint those persons to whom access to visit and use the VDR will be granted, after the Confidentiality Notice is signed.

[in case a process agent is hereby appointed as per paragraph 12 of the Notice: We hereby inform you that I/we appoint Mr/Ms [...] (full name), resident in [...] (country – city - street - postcode), with telephone number [...] (contact landline and mobile phone number), fax number [...] and email address [...], as contact person/process agent, with whom HPPC and its Advisors may communicate and to whom all notices will be served during the Tender Procedure”.

This Access Request is submitted together with the relevant supporting documents, as laid down in paragraph 12 of the Call for Tenders,

In the capacity of [...] (position) Authorised to sign this request in the name of [...] [corporate name in full)

[...] (Place), [...] (Date)

(signature)

(Authentication of signature)