



NATIONAL BANK OF GREECE S.A.
REO DIVISION (020)

**LIST OF TERMS
FOR THE SALE OF PROPERTY
SALE PRICE OVER €300,000**

NATIONAL BANK OF GREECE S.A. publishes on its website www.realestateonline.gr real estate in its ownership to be auctioned, including the minimum sale price (reserve price) for each property.

For real estate posted on the above site **with a sale price OVER €300,000 per property**, **NATIONAL BANK OF GREECE S.A.** organizes Public Tenders (Auctions) by means of sealed bids, as published in the Press and on the Bank's website www.realestateonline.gr. These public announcements shall include the date and time of auctions and the minimum sale price (reserve price) for each property.

To participate in an auction of the Bank's property, potential bidders should take into consideration the following:

1. On the date and time that the auction is held, bidders, having examined the actual, legal and planning (in the case of real estate) status of the lots for auction and having decided that the lots for auction are appropriate for their purposes, should submit their bids to the competent auction Committee in a sealed envelope. The sealed envelopes are submitted by the bidders, as above, either in person or by their legally authorized representative.

Before the delivery of bids, bidders shall deposit with the auction Committee a sum equal to 10% of the starting (i.e. reserve) price in the form of a Letter of Guarantee issued by another Bank or Banker's draft to the order of NATIONAL BANK OF GREECE S.A., or cash (in accordance with the restrictions set by Monetary and Tax Authorities) guaranteeing participation in the auction and, if the applicant is eventually declared the highest bidder, observance of the terms of sale.

2. Every sealed envelope should contain only one bid concerning only one real property item. In the event that the auction concerns a factory, as a unit, together with the facilities and the chattel inside these facilities, the sealed envelope should contain a single bid with a breakdown of the prices offered for the real property and the chattel.

3. Every sealed bid shall be submitted in a sealed non-transparent envelope and shall include:

- The bidder's particulars, i.e. name and surname (in the case of individuals) or full company name (in the case of legal entities), address, telephone and ID number or TIN, as the case may be.
- The specific property related to the bid.
- The price offered.
- The bidders' declaration that they have been notified of the terms set out in the present List of Terms, and that they unreservedly accept them.



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- Bidder's signature.
- Date.

Bids should not include terms, conditions or vague expressions that give rise to uncertainty as to the amount or the method of payment of the offered price or other issues related to the sale.

4. To participate in an auction, the potential bidder must present :
- a) in the case of Individuals, a digital copy of their ID card or Passport or any other identification document.
 - b) in the case of Legal Entities, a report of the Company's representation and a digital copy of ID card or Passport or any other identification document of its Legal Representative.
5. Submission of bids on behalf of third parties subject to relevant authorization is possible, provided that the natural person or the legal entity, whether existing or to be established, to whom the property or chattel will be transferred in the event that they win the bidding process, is declared in the bid. This declaration may also be submitted at the commencement of the auction procedure.
- If a declaration is submitted on behalf of a legal entity to be established, the declaration must also specify the individual or legal person in whose name the transaction will be made if the entity to be established has not actually become an official legal entity by the date of signing the sale agreement.
- Ex-post modification of these terms is possible only if the highest bidder, as per the above, participates in the purchase by at least 50%, or the final purchaser is a member of their family (spouse, child, parent), or the purchase is effected by virtue of a leasing agreement concluded with ETHNIKI LEASING S.A. or another company.
6. The auction Committee collects and opens the sealed bids, which are initialled by all present, in front of the bidders and their representatives, and then announces who the highest bidder is.
- It is noted that after unsealing the bids the Bank reserves the right to either award the property to the highest bidder, or request that the highest bidder or all participants including the highest bidder or some of the participants as per their ranking (i.e. depending on the amount of their bid) improve their bid. In such case the auction shall immediately continue, until a highest bidder is reached, **through the submission of open written bids and counterbids** signed by the bidders and recorded in the minutes of the auction. **The minimum incremental amount by which each bid related to the property shall be improved is stated in the Additional Special Terms of each property, of which potential bidders should be aware.**
- The bidders participating in the ongoing open ascending bidding process should increase the bid each time prevailing by an increment (or whole multiple thereof) equivalent as stated in the additional special terms for the sale of each property.



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7. The eventual winning bidder shall, until the end of the following business day (23:59) as of the end of the auction process, adjust – if necessary – the guarantee previously submitted to 10% of the amount of their bid, supplementing the amount with cash (in accordance with the restrictions set by Monetary and Tax Authorities) either deposited to the special (escrow) account of the Bank with IBAN GR 440110080000008000817521 and written notification to the Bank evidencing: the bank account (IBAN) from which such deposit was effected, the amount deposited and the number of the relevant fund transfer, or with a Banker's Draft to the order of **NATIONAL BANK OF GREECE S.A.** or with a Letter of Guarantee issued by another bank (as per term 1 hereof), to secure observance of the terms of the auction, but in no event shall this mean that the property is conclusively awarded. Along with such guarantee, the winning bidder shall also sign a bid declaration that includes the method of payment.
8. Failure to supplement the guarantee shall be deemed as a waiver of the highest bidder's interest in purchasing the property or chattels, and the participation guarantee already paid shall be forfeited in favour of the Bank. In such event the Bank shall reserve the right to award the property to the next highest bidder, who shall in turn be called to supplement – if necessary – the amount of the guarantee deposited to 10% of their final bid.
9. When the aforesaid process has been completed, the file concerning the sale of the properties or chattel shall be forwarded to the Bank's competent Bodies that will decide whether to confirm and approve the outcome of the auction. Thereafter, the Bank's decision will be communicated forthwith to the highest bidder in a letter sent by registered mail, which shall constitute approval of the sale effective as of the date of the letter, and specify the date by which the transfer contract shall be signed.
The property shall be awarded to the winning bidder subject and without prejudice to compliance with the applicable AML/CFT regulatory framework. The compliance shall be ensured by the competent Bank Units that shall apply the KYC and source of wealth verification procedures to the successful purchaser/investor, including the beneficial owner.
10. The drawing up of the sale contract, to be signed by the specified deadline, which shall be no more than sixty (60) days, shall be assigned to a notary public selected by the Bank.
11. The total expenses of each sale, i.e. notarial fees, taxes, duties, and transfer, packaging, and safekeeping expenses, as well as any other tax or duty, shall be borne by the purchaser.
12. Payment of the sale price of the property or chattel shall be fully effected, in principle, on the date the sale contract is signed (either by a Banker's Draft or in cash, in accordance with the restrictions set by Monetary and Tax Authorities).

It may also be made in the following ways:



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a) By the proceeds of a loan, for up to 75% of the sale price, whether:

- granted by NBG, under the terms and conditions governing such type of loans, in which case the real estate concerned shall be transferred under a condition subsequent (without retaining ownership and possession) thereby enabling the registration of liens in favour of the Bank in security of the loan so granted, provided however that at least 25% of the sale price shall be paid (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) at the time of signing the sale contract and that the balance outstanding, plus interest thereon, will be collected within a period not longer than three months. In this case, interest accrued on the outstanding balance for the period from the date of signing the sale contract to collection of the credited price shall be collected concurrently with the outstanding balance of the sale price.

If the winning bidder declares that payment shall be effected by means of the proceeds of a housing or business loan, which they intend to obtain from **National Bank of Greece S.A.**, they shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (i.e. cash) for the sale price of the awarded property. In any event, if the condition subsequent is not met, the sale shall be reversed and ownership, possession and tenancy of the property shall revert to the seller, while the amounts already paid shall be forfeited in favour of the seller as a penalty, otherwise as a fee for the use of the property.

- Or granted by another bank or financial institution, in which case the properties will be sold without retention of ownership and possession, against payment, however, of at least 25% of the sale price in cash (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) on the date of signing the agreement, and provided that the balance outstanding, plus interest thereon, will be collected within a period not longer than three months. In this case, prompt payment of the outstanding balance shall be secured by a Letter of Guarantee issued by another bank for the same amount plus a margin covering our Bank's claim under the principal and the interest thereon for the entire period of the credit facility. The text of the Letter of Guarantee must be approved by the seller beforehand.

b) By means of a leasing arrangement, which should include ETHNIKI LEASING S.A.:

If this mode of property transfer is chosen, i.e. via ETHNIKI LEASING S.A. or some other firm, the bidder shall address the leasing firm ahead of the event, so that the firm can decide, in a timely manner vis-a-vis the property transfer, whether or not to accept the application for a leasing contract.

13. Up to the time of the award of the sale under term 9 hereof, the Bank is entitled, at its absolute discretion, to cancel the auction, repeat it, or even transfer the property in any other way whatsoever.



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If, following the award of the sale, the highest bidder fails to sign the sale contract within the period specified, the Bank is entitled either to insist on the signing of the contract (in which case the highest bidder shall also be required to pay default interest from the date of expiry of such period to the date of signing the contract), or revoke the auction and cancel the sale, though reserving in both cases all its claims against the highest bidder. In the event that the Bank accepts the highest bidder's request (submitted in writing prior to the expiry of the deadline, as unilaterally specified by the Bank, for signing of the contract) for an extension to the deadline for signing the sale contract, the highest bidder shall also pay interest on the price, at the rate applied by the Bank as at the date of signing the contract to fixed assets loans (if the property sold is a factory, industrial facility, hotel, or machinery) or to housing loans (for other types of property), from the date of expiry of such period to the date of signing.

14. The Bank shall transfer the properties as are, without having any liability thereto. The bidders declare that they have checked and examined the properties on an actual and planning basis (in the case of real property), that the properties are appropriate for the bidders' purposes, and that the Bank shall bear no liability for any material defect, the purchaser waiving all rights arising from any material defect of the properties, especially under articles 516 and 540 of the Greek Civil Code.
15. Should the Bank reject the sale forthwith of the property or cancel the auction (paragraph 10), the guarantee shall be returned without any interest thereon. If the sale is not effected due to a failure or fault on the part of the depositor of the guarantee, the amount guaranteed shall be forfeited in favour of **NATIONAL BANK OF GREECE S.A.**
16. Bids for the purchase of factories shall concern either the entire premises of the factory as a single lot (land, buildings, other plant and machinery) or the machinery separately.
17. Any duties, taxes due, and other expenses deriving from duty-free imported machinery shall be charged to the purchaser.
18. **NATIONAL BANK OF GREECE**, as Data Controller, shall process the personal data that come to its knowledge in the context and for the purposes of performing the auctions, in accordance with the provisions of the General Data Protection Regulation 2016/679 (GDPR) and the specific regulatory framework for its implementation. For further information on data protection, interested parties can refer to National Bank's Privacy Policy available at the Bank's branch network and on its website (<https://www.nbg.gr>).
19. **NATIONAL BANK OF GREECE** represents that all its legal rights are reserved.