



NATIONAL BANK OF GREECE S.A.

Registered Office: 86 Aiolou St., 105 59, Athens, Greece

General Commercial Registry (G.E.M.I.) No 237901000

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 at **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 of the auction, the bidders, having reviewed the actual, legal and planning (in the case of real property) status of the property for sale and having determined that it is appropriate for the intended use

(note that the examination of the actual, legal and planning status on behalf of the final bidder and the ascertainment that the properties for sale are appropriate for the bidders' purposes, shall be expressly stated in the transfer contract - see hereinbelow article 14 hereof)- file sealed (in an envelope) bids to the competent auction Committee. The envelopes containing the sealed bids shall be submitted by the bidders, as above, either in person or by a 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



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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.
 - 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 the auction, the potential bidders must present:
- a) In the case of an individual, a digital copy of their valid ID card or passport or equivalent document;
 - b) In the case of a legal entity, the said legal entity's minutes of representation and a digital copy of its Legal Representative's valid ID card or passport or equivalent document.

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. Such statement can also be submitted upon commencement of the auction process.

If a declaration is submitted by a third party 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 firm.

6. The auction Committee collects and opens the sealed the bids in front of the bidders or their



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representatives, the bids are initialled by all present and then the Committee 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 bid and counterbid for each of the above properties is stated in the Additional Special Terms of each property, of which the potential bidders shall 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 to the amount of €....., as stated in the additional special terms for the sale of each property.

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 GR5501100800000008001326670 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 initial participation guarantee shall be forfeited in favour of the Bank, which reserves the right to award the property to the next highest bidder, who shall in turn be called to supplement 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



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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 shall be assigned to a notary public selected by the Bank.

The signing of the sale contract must be completed within thirty (30) days as of the written notification of the Bank to the purchaser that the legal procedures have been completed and the contract is ready to be signed by the contracting parties.

Indicative and not limiting, it is noted that the average time for signing a sales contract does not exceed, usually six (6) months from the date of approval.

- 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 carried out in the follow ways:

- a) By the proceeds of a loan, for up to 80% 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 lending Bank in security of the loan so granted, provided however that at least 20% 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, will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. In this case, interest accrued on the outstanding balance, for the period from the date of signing the sale contract to the date of collection of the credited price, shall be collected concurrently with the outstanding balance of the sale price.



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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.**, the bidder 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 (in 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 ipso jure 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 20% of the sale price (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 sale contract, and provided that the balance outstanding will be collected within a period of three (3) months, as of the execution of the sale contract, plus interest thereon. 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.
- In addition and in the event of failure to submit the Letter of Guarantee as above, in replacement thereto the transfer may be made under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the lending Bank in security of the loan granted by it, provided however that at least 20% 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 will be collected within a period not longer than two (2) months as of the issuance of the certificate of transfer registration/filing of the sale contract with the competent Registry of Deeds/ Land Registry, plus interest thereon, for the period from the date of signing the contract to the date of its collection by NBG and the full repayment at an interest rate of % . In this case, interest accrued on the outstanding balance, for the period from the date of signing the sale contract to the date of collection of the entire 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 by another bank or financial institution, the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn



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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 (in 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 ipso jure 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.

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 any 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 reject the sale to the potential purchaser or cancel the auction, repeat it, or even transfer the property in any other way whatsoever. 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 property as is, in legal, actual and planning terms that are known to the bidders, without having any liability thereto. The bidders declare that they have checked and examined the properties on an actual, legal 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.



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The bidders shall accept that in the transfer contract to be signed, they will make at least the following declarations (that may be extended depending on the number and type of the properties for sale, the payment method and any special issues that may arise during the transfer procedure):

- That they accept the sale of the property to them, and any representations by the Bank as seller.
- That they are aware of the planning status of the property, accepting unreservedly the general and special terms of the List of Terms for the Sale, while the Bank, subject to the Law on legalization of unauthorized buildings, has carried out the legal settlement of the spaces constructed under no building permit, at the Bank's responsibility and expense.
- That the property came into their full ownership, possession and tenancy at the agreed price (that will be paid up as per the foregoing).
- That after examining the property's legal, planning and actual status, they found it to be absolutely satisfactory and appropriate for the intended use, when signing the transfer contract, and to be without any defect affecting the validity of the transfer contract. Also, that they are aware of and accept the property's actual and planning status.
- That since the property is governed by the provisions on horizontal ownership they have full knowledge of the existing establishment deed, which they fully accept and enter into unreservedly.
- That they accept any terms agreed in the property transfer contract.

15. In case the Bank cancel the auction, 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 thereof shall be forfeited in favour of **NATIONAL BANK OF GREECE S.A.**

In the event that the auction takes place, the amounts paid as a guarantee by the other bidders who did not emerge as bidders are returned without interest, when the bidder completes the deposited guarantee at the rate of 10% of the amount of his bid.

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 fully



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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.



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SPECIFIC ADDITIONAL TERMS

Region of, Regional Unit of, Municipality of,str.

Description:

Reg.No.....

I have taken knowledge of the terms for the sale of this property owned by your Bank and I unreservedly accept them.

Also, I have taken knowledge of the following:

1. The minimum bid is set at €..... (EUR thousand).
2. The town planning and legal issues of the property can be checked by a civil engineer – lawyer of their choice.
3. In the event that the interested party identifies divergences from the property's condition as described hereinabove, following a respective review, the Bank may take any action to resolve such divergences.

Any divergences within the permitted legal framework may remain unresolved, on the condition that there is no problem in the property transfer.

4. In the event of an ascending price e-auction procedure, the bidders should increase the bid each time prevailing by a whole increment of €..... (in the event of a public tender procedure, the bidders should increase the bid each time prevailing by submitting open bids and counter offers in writing, and each successive bid must be higher than the previous one by at least €....., which shall be submitted signed by the bidders and recorded in the minutes).
5. In the event that the competent notary public, upon reviewing the property's file and before drafting the sale contract, requests that amendments be made on the establishment of horizontal and vertical properties, the signing of the contract shall be postponed until after the completion of the said actions without any liability on the part of the buyer. If these (amendments) are not possible the Bank shall not be liable to the bidder of the auction if the sale is not effected and in this case the amount of the guarantee (10%) paid for the relevant public sale shall be returned to him without interest.



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6. The seller Bank shall bear no responsibility for the water supply and connection (EYDAP rights), phone landline service, electricity, connection to natural gas supply, connection to the sewerage network or for any relevant expenses (application, approval, installation, connection, etc.).
7. In the event that the property is UNFINISHED (unfinished building), the seller Bank shall bear no responsibility for any pending financial issues of any kind whatsoever related to the issuance of the building permit and the connection of the property with the water supply and electricity network or for any debts of the Buildings Registry to IKA or EFKA that are related to the TIN of either the contractor or the former owner and the person occupying the property before NBG, which were generated prior to the award of the property to the Bank.

For any clarification or further information potential bidders should contact the Bank's REO Division:

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Athens, (date) -2022

THE BIDDER