



PUBLIC **PROPERTIES** COMPANY

OPEN TENDER PROCCES

**for the sale of a real estate property¹ within the area
of Skaramagkas Bay
TENDER NOTICE²**

Hellenic Public Properties Company S.A.

Athens, 10.12.2020

¹ Together with its components and other assets

² Please also refer to the Greek version of the Tender Notice, which is the official one

CONTENTS

Definitions.....	3
Preamble	7
1. Scope of Tender.....	8
2. Purpose of Tender.....	10
3. Overview of Tender Procedure.....	10
3.1. Description of Tender Procedure	10
3.2. Provision of information and clarifications.....	12
3.3. Objection procedure.....	12
3.4. Eligibility	12
3.5. Prerequisites and Participation Criteria.....	13
3.5.1. Prerequisites.....	13
3.5.2. Participation Criteria.....	15
3.5.2.1. Personal Situation Criteria.....	15
3.5.2.2. Financial Ability Criteria.....	17
4. VDR Access Request.....	19
4.1. Content and supporting documents.....	19
4.2. Evaluation of VDR Access Request and supporting documents.....	20
5. Submission of Participation Supporting Documentation Dossier	20
5.1. Content and submission of Participation Supporting Documents	20
5.2. Evaluation of Participation Supporting Documents	28
6. Tender Procedure and appointment of Final Highest Bidder	29
6.1. Call for Tenders.....	29
6.2. Starting Price and e-auction Increment.....	29
6.3. Term.....	30
6.4. Appointment of the Final Highest Bidder	30
7. Completion of Transaction	30
7.1. Agreed-upon price of Sale and Purchase Agreement.....	30
7.2. Guarantee of Transaction.....	30
7.3. Terms of Sale and Purchase Agreement	32
8. Other Terms	33
8.1. Rules on the format, language and authorisation of documents	33
8.2. Rights of HPPC.....	35
8.3. Expenses.....	35
8.4. Provisos of HPPC.....	35
8.5. Personal data	35
8.6. Applicable Law and Jurisdiction	36
ANNEX A.....	38
ANNEX B.....	41
ANNEX C.....	43
ANNEX D	51
ANNEX E	54
ANNEX F	57
ANNEX G	58
ANNEX H.....	59

Definitions

1. **"VDR Access Request"**: it is the request that will be submitted by Interested Parties in order to gain access to the VDR together with the supporting documents referred to in paragraph 4.1 hereof.
2. **"Property"**: The real estate property on sale together with its components and other assets, save those expressly excluded in para. 1 hereof, with a total surface area of 332,137.34 m², situated at Skaramagkas location, Municipality of Chaidari, Regional Unit of Athens Western Sector, Region of Attica, as reflected on HPPC survey diagram to be attached to the Sale and Purchase Agreement and not varying substantially from the survey diagram of 15.09.2020 that is attached hereto (drawing no. 04) (scale 1:1000), which has been prepared by the surveyor engineer George Remoundos (Annex H).
3. **"Increment"**: It is the minimum percentage of increase of each Bid in relation to the already existing maximum Bid, which is set at 5%.
4. **"Confidentiality Notice"**: It is the notice whereby Interested Parties and/or Participants assume the obligation to treat in strict confidence all the confidential information that has or will be provided to them as part of the Tender, and which will be signed before access to the VDR is granted.
5. **"Tender" or "Tender Procedure" or "E-Auctioning"**: It is the procedure that will be carried out by virtue of this Tender Notice in order to appoint the Final Highest Bidder, using as criterion the highest economic bid, and to enter into a Sale and Purchase Agreement.
6. **"Participation Supporting Documents"**: the supporting documents referred to in paragraph 5.1 hereof.
7. **"Participation Letter of Guarantee"**: this term has the meaning given in paragraph 5.1 hereof.
8. **"Participation Bond"**: this term has the meaning attributed to it in paragraph 5.1 hereof.
9. **"HCAP"**: the company under the name Hellenic Corporation of Assets and Participations S.A.
10. **"HSY"**: the company under the name "HELLENIC SHIPYARDS S.A." which has been placed under a special administration regime in accordance with article 68 of Law 4307/2014.
11. **"Interested Party" or "Interested Parties"**: It means the natural person(s) or legal person(s) or private equity firms or investment funds or joint ventures or consortia or groups of

natural and/or legal persons and/or private equity firms or investment funds or partnerships thereof which will express their interest in the Property. Based on the Criteria of Financial Ability and the respective Participation Supporting Documents, Interested Parties are distinguished into "**Corporate Entities**", "**Private/Institutional Investment Funds**" and "**Natural Persons**" as per the definitions set out in paragraph 3.5.2.2 hereof.

12. "**Consortia**": this term means the consortia of natural or legal persons, joint ventures and partnerships. Each shall be referred to as "**Consortium**" and each member as "**Consortium Member**".
13. "**Lead Member**": this term has the meaning given in paragraph 3.5.1 hereof.
14. "**Tender Committee**": this term means the committee conducting the Tender involving the sale of the Property, which will open the Participation Supporting Documentation Dossiers, check and evaluate the Participation Supporting Documents, and submit recommendations to the Company's competent decision-making body stipulated in the HPPC Development Regulation, and will also examine and submit a fairness opinion to the CEO on any pleas submitted during the Tender Procedure.
15. "**Company**" or "**HPPC**" or "**Vendor**": the company trading as "Hellenic Public Properties Company S.A."
16. "**HPPC Development Regulation**": this term refers to the HPPC Regulation applying to Leases, Hires, Concessions, Disposals, Exchanges, Purchases and Granting of land in return for ownership interest, as approved by HPPC Board of Directors (Meeting no. 472/14.10.2015) and the General Meeting of Shareholders held on 25.11.2015.
17. "**Personal Situation Criteria**" it has the meaning attributed in paragraph 3.5.2.1 hereof.
18. "**Participation Criteria**": these are the criteria defined in paragraph 3.5.2 hereof and evaluated on the basis of the Participation Supporting Documents.
19. "**Financial Ability Criteria**": this term has the meaning attributed in paragraph 3.5.2.2 hereof.
20. "**Final Highest Bidder**": It is the tenderer who will be appointed using the highest economic bid as criterion, to whom the result will be awarded by HPPC CEO and who will be asked to sign the Sale and Purchase Agreement, in accordance with the provisions hereof.

21. **"Information"**: it has the meaning given in the Confidentiality Notice included in Annex A hereof.
22. **"Ranking Table"**: it has the meaning given in paragraph 6.4 hereof.
23. **"Invitation"**: it has the meaning given in paragraph 6.1 hereof.
24. **"Bid"**: the successive online submission of economic offers and counteroffers through the website www.e-publicrealestate.gr.
25. **"Sale and Purchase Agreement"** or **"Agreement"**: it is the Sale and Purchase Agreement involving the transfer, due to sale, of the Property, which will be entered into by and between the Final Highest Bidder and the Company, following award of the Tender result to the Final Highest Bidder in accordance with the template to be uploaded on the VDR.
26. **"Advisors"**: this term refers to the company trading as "KPMG Advisors Single Member S.A." acting as financial advisor, the law firm "KARATZAS & PARTNERS" as legal advisor and the company "Triton Consultant Engineers S.A." as technical consultant including any other natural or legal person to whom HPPC may assign the provision of services and/or the execution of a specific project during the Tender procedure.
27. **"Participants"**: it means the Interested Parties who will duly submit a Bid on time.
28. **"Agreed-upon Price"**: it has the meaning given in paragraph 7.1 hereof.
29. **"Transaction"**: It means the transfer, due to sale, of the Property to the Final Highest Bidder by virtue of the Sale and Purchase Agreement.
30. **"Related Party"**: it has the meaning given in paragraph 3.5.1 hereof.
31. **"Tender Document"** or **"Tender Notice"** or **"Document"** or **"Call for Tenders"**: it means this Document and its Annexes, the information uploaded on the VDR, as well as any letters of the Company on queries or requests for clarifications by tenderers, which will be notified to the Interested Parties/Participants and are an integral part of this Document.
32. **"Starting Price"**: it is the minimum offered consideration, which is set at the amount of fifty-five million euros (€ 55,000,000).
33. **"Participation Supporting Documentation Dossier"**: it has the meaning given in paragraph 5.1 hereof.
34. **"Personal Situation Dossier"**: it has the meaning given in

paragraph 5.1 hereof.

35. "**Financial Ability Dossier**": it has the meaning given in paragraph 5.1 hereof.
36. "**VDR**": It is the virtual data room to which Interested Parties will acquire access once they sign the Confidentiality Notice.

Preamble

The societe anonyme trading as "HELLENIC PUBLIC PROPERTIES COMPANY S.A." (hereinafter HPPC) is currently the largest management and development company for the private real estate properties of the Hellenic Republic (the largest part of which belongs to HPPC since 2016) and is a wholly-owned subsidiary of HCAP in accordance with Law 4389/2016 (Government Gazette Issue A 94/27.05.2016).

HPPC, which was established by virtue of Law 2636/98 (Government Gazette 198/A/1998), as amended and currently in force, and assumed its current corporate name by virtue of the provisions of Law 4002/2011 whereby it was added to article 14A of Law 3429/2005, article 14B and joint ministerial decision no. Δ6Α 1162069 ΕΞ 2011 (Government Gazette 2779/B/2.12.2011), hereby launches an Open Highest Bidder Tender Procedure with respect to the sale of the Property together with its components and other assets, which is located in the area of Skaramagkas Shipyards.

The Tender will be carried out in accordance with the Open Tender Procedure under article 10(1) of Chapter V combined with article 18(10) of Chapter IX of the HPPC Regulation on Leases, Hires, Concessions, Disposals, Exchanges, Purchases and Granting of land in return for ownership interest, as approved by HPPC Board of Directors (Meeting no. 472/14.10.2015) and the General Meeting of Shareholders held on 25.11.2015, and enacted on 01.02.2016, by virtue of a decision made during Meeting no. 479/13.01.2016 of the Board of Directors. The Tender terms and the Tender Notice have been approved by the decision taken during Meeting no. 621/09.12.2020 of HPPC Board of Directors.

Interested Parties wishing to participate in the Tender are required to register on the platform www.e-publicrealestate.gr and express their interest by clicking on the relevant button "I AM INTERESTED IN THE PROPERTY".

To gain access to the VDR, Interested Parties are required to submit to HPPC a VDR Access Request together with the necessary supporting documents, from the date the Tender is launched up to ten (10) calendar days before the expiry date for submission of the Participation Supporting Documentation Dossier, based on the provisions hereof.

Note that access to the VDR is not a prerequisite for participating in the Tender.

Subsequently, those Interested Parties wishing to participate in the Tender are required to submit a Participation Supporting Documentation Dossier based on the provisions hereof no later than Friday, the 5th of February 2021, at 13:00 hours (Greek time) at the offices of HPPC S.A., General Registry Office no. 214, Voulis St., 2nd floor, Athens GR-10562.

Those Interested Parties who have timely submitted a Participation Supporting Documentation Dossier and have been considered as meeting the Participation Criteria will be notified in writing and will be invited to participate in the e-auction

through the website www.e-publicrealestate.gr on the date communicated to them in accordance with the provisions hereof. Training and pilot implementation will precede the e-auction.

1. Scope of Tender

This Notice refers to the sale of a Property with a total surface area of 332,137.34 m², together with its components and other assets, which is located at Skaramagkas, Municipality of Chaidari, Regional Unit of Athens Western Sector, in the Region of Attica. The Property is located outside an approved street planning scheme, within Attica Urban Control Area and within an area of harmful professional premises. It is buildable in accordance with the planning provisions currently in force and does not fall under Laws 1337/83 and 2508/1997. The area is at a distance of less than 50 m. from the sea.

It is expressly noted that the scope of the Tender does not include the electromechanical or other equipment included in Annex H. HPPC reserves all rights to the aforementioned equipment, which will be sold off under a separate procedure.

The total surface area of 332,137.34 m², which is described by letters and numbers K226, K227, K228, K229, K230, K231, K232, K233, K234, K235, K236, Δ1, Δ3, Δ2, Δ4, Δ5, Δ6, Δ7, Δ8, Δ9, Δ10, Δ11, A22, A23, A24, A25, A26, A27, A28, A29, A30, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 33, 32, 31, 30, 29, 28, 27, 26, 25, O1, O2, O3, O4, and K226 on survey diagram no. 04 dated 15.09.2020 (scale 1:1000) of the surveyor engineer George Remoundos resulted from merging two adjacent areas, the former already being owned by HPPC, with an area of 215,707.55 m² (hereinafter "**section Δ1**") and the latter with an area of 116,429.790 m² (hereinafter "**section Δ2**"). Section Δ2 was exchanged with HSY (such exchange was granted approval by the Court of Auditors, as prescribed by the law) and its ownership will be transferred to HPPC upon transcription of the exchange that will take place before submission of Bids while ownership of section Δ1 was transferred to HPPC by virtue of the provision of article 196(4) of Law 4389/2016.

Structures, buildings, premises and machinery are to be found within these areas. Specifically:

- **Section Δ1 (215,707.55 m²)** is part of a parcel of land (National Cadastre Identifier 05 146 01 01 005/0/0) and includes: A) Tank no. 5, Pier no. 3 together with the remaining land area on both sides of the tank as well as machinery and premises; b) Pier no. 3, currently used as a Refugee Accommodation Centre; and c) other land area.
- **Section Δ2 (116,429.79 m²)** includes: a) a section with an area of 115,551.37 m² from a parcel of land (National Cadastre Identifier 05 146 01 01 001/0/0, and b) a section of 878.42 m², namely the entire parcel

with Identifier 05 146 01 01 003/0/0. Buildings are found within this section, as shown on the survey diagram.

A detailed list of the structures, buildings, premises and machinery will be uploaded on the VDR.

It is noted that section Δ1 includes an area of 1,325.88 m², the use of which has been assigned to HSY, in accordance with the provision of article 1(15) of Law 2302/1995. This right, which is person-related, shall be abolished once the special liquidation of HSY is completed.

The permitted Property uses are specified in Presidential Decree 23.2.87, Government Gazette 166/Δ/87 "*Harmful Industry*": **1.** Industries, **2.** Auxiliary facilities, **3.** Professional laboratories, **4.** Buildings & warehousing lots, **5.** Buildings & parking lots, **6.** Petrol/ Liquefied petroleum gas stations, **7.** Agricultural, forest, livestock farming, fishing and other operations premises, **8.** Residences for security staff, **9.** Free common-use areas, **10.** Offices, **11.** Restaurants, **12.** Bars, **13.** Public meeting places, **14.** Social welfare buildings, **15.** Sports facilities, **16.** Trade fair premises, **17.** Public transport facilities

The aforementioned special uses (nos. 10-15) are allowed only on condition that they are part of the industrial or craft premises or meet the needs of those working at them.

It is noted that the use of ship construction and repairing facilities as industrial sector is compatible with the applicable terms and restrictions.

The entire property, the ownership of which will be transferred to the Final Highest Bidder, is likely to vary slightly from the property shown on the above survey diagram without this changing considerably.

In case the Final Highest Bidder operates a shipyard or other supporting activities in the Property, the Final Highest Bidder may ask the Hellenic Republic to be assigned exclusive use rights to the shore zone, in whole or in part, as specified in decision no. 16301/30.9.1994 of the Prefect of Western Attica (D 1147) in front of the facilities of Skaramagkas shipyards, and to the necessary sea area, in accordance with the specific provisions of article 8(1) of Law 4664/2020, as in force.

The general relevant laws on concession of rights to the use of shore apply to all other activities.

It is noted that before the Property sale procedure is launched, which is part of the (former single) Skaramagkas Shipyards, HPPC, as owner of the relevant section, sought the splitting of the existing operating licence for the Skaramagkas Shipyards in relation to the section involving the Property for sale; such request is still pending before the competent authorities. It is stressed that HPPC neither warrants that the splitting of the existing operating licence will be completed by the competent authorities before or after the Property's transfer to the Final Highest Bidder of the Tender nor pledges the transfer of the Property together with a shipyard operating

licence, the acquisition of which falls exclusively upon the new owner of the Property. To facilitate the latter, in case HPPC is so requested upon transfer, HPPC will transfer to the purchaser the full dossier of the submitted application for splitting of the existing operating licence, as such will have been established until appointment of the Final Highest Bidder, as well as the relevant correspondence with competent authorities.

2. Purpose of Tender

The purpose of the Tender is to sell the Property by applying an e-auction procedure, solely through the website www.e-publicrealestate.gr.

The main goal of HPPC is to maximise the economic consideration to be paid to the same through the Transaction.

3. Overview of Tender Procedure

Publication of this Notice signals the launch of the Tender Procedure which includes the evaluation of Participation Supporting Documents and the subsequent submission of Bids, as described below:

3.1. Description of Tender Procedure

Interested Parties wishing to participate in the Tender are required to register on the platform www.e-publicrealestate.gr and express their interest by clicking on the relevant button "I AM INTERESTED IN THE PROPERTY".

For Interested Parties to gain access to the VDR, they must sign a Confidentiality Notice and produce the VDR Access Request and the supporting documents referred to in paragraph 4.1 hereof. The criteria specified as a prerequisite for access to the VDR must be met by the Interested Parties when submitting the aforementioned supporting documents and throughout the Tender Procedure. It is noted that the VDR Access Request is not a prerequisite for participating in the Tender. However, by participating in the Tender, all Participants declare that they are fully aware of the actual and legal status of the Property, they accept such status and further declare that it is compliant with the purpose for which they participate in the Tender, even if they do not request access to the VDR, and they should consider such status by employing their own independent advisors.

HPPC will evaluate, at its sole discretion, the supporting documents referred to in paragraph 4.1 hereof for gaining access to the VDR and will provide access thereto to the qualifying Interested Parties within three (3) business days from receipt of the request while denying access to all other Interested Parties.

Before being granted access, Interested Parties will sign a Confidentiality Notice in accordance with the template included herein in Annex A. In case of a Consortium, the Confidentiality Notice may be signed either by all

Consortium Members or by a joint representative legally authorised by each Consortium Member to sign in their name including, for avoidance of any doubt, the joint representative who will be lawfully appointed.

Once the Confidentiality Notice is signed, Interested Parties will be entitled, among others, to:

- gain access to the VDR. In any event, regardless of the data included in the VDR, Interested Parties should perform their own due diligence in relation to the Property for sale by their own legal and technical advisors and
- proceed to an *in situ* visit to the Property for sale, following appropriate coordination and planning due to the particular health conditions, in the presence of representatives of HPPC and/or its Advisors.

Interested Parties may submit a request to HPPC to carry out an on-site visit to the Property which HPPC will assess accordingly, whether they follow the VDR access procedure or declare they wish to submit directly a Participation Supporting Documentation Dossier in accordance with the procedure referred to in paragraph 3.2 hereof.

Thereafter, those Interested Parties timely submitting a Participation Supporting Documentation Dossier and deemed to meet the Participation Criteria will be notified in writing and will be asked to submit their Bids, by logging into the Tender online platform on the specific date and hour suggested to them. Their training and pilot implementation will have taken place beforehand.

Interested Parties may submit a VDR access request up to ten (10) calendar days before the date for submission of the Participation Documentation Dossier in accordance with the provisions of paragraph 5.1 hereof. The VDR will be available at all times to those parties acquiring access thereto for as long as they participate in the Tender.

Bids will be submitted solely through the website www.e-publicrealestate.gr through successful online submission of counteroffers (e-auction) on the date and hour of Bids submission, as determined by HPPC. Throughout such period up to its expiry, the Participants will be able to monitor in real time the maximum Bid up to that moment and submit a higher price, based on the minimum specified Increment.

Registration and receipt of the relevant password to the website www.e-publicrealestate.gr is a prerequisite for participating in the successive online submission of Bids. No Bid may be submitted or accepted unless registration takes place first.

The Final Highest Bidder for the Property will be appointed using the highest offered price as unique criterion, as described in paragraph 6.4 which under no circumstances may be less than the Starting Price.

In case only one Participant submits a Bid, before adjudicating the Tender

result, HPPC will ask such Participant to improve its Bid, at least by a percentage equal to the Increment, namely at least by 5%. It is noted that in any event, its Bid cannot be less than the Starting Price.

Once the Final Highest Bidder is appointed by HPPC CEO, HPPC and the Final Highest Bidder will enter into the Sale and Purchase Agreement for the Property, in accordance with the terms hereof, once such Agreement is audited by the Court of Auditors. HPPC will be solely responsible for submitting the dossier to the Court of Auditors.

3.2. Provision of information and clarifications

Interested Parties/Participants may send their queries about the Property and the Tender to HPPC (info@etasa.gr), by indicating the Tender Identifier and/or the Property name. Moreover, those Interested Parties gaining access to the VDR and/or submitting a Participation Supporting Documentation Dossier may submit visit requests to HPPC S.A., subject to the current health conditions. Visits will be fixed on days and hours agreed upon with HPPC. HPPC reserves the right to not answer a question or request which has been submitted within less than two (2) full business days before the deadline for Bid submission or has already been given an adequate answer on the VDR or by being uploaded on "Clarifications" and "Frequently Asked Questions" on www.e-publicrealestate.gr. HPPC shall bear no liability if Interested Parties do not exercise the aforementioned rights; the latter shall be fully responsible for that.

3.3. Objection procedure

Objections may be submitted against the Tender Notice within five (5) business days from publication of the Call in the Press. Also, objections may be raised against the decision to appoint the Final Highest Bidder within five (5) business days from notification of the result to all Participants.

Objections must be submitted in writing to the offices of Hellenic Public Properties Company (HPPC) S.A., at 7 Voulis St. (Syntagma), Athens, GR-105 62 (Registry Office, 2nd floor), be addressed to the Company's CEO and cc'ed to the Tender Committee.

Objections will be examined by the Tender Committee, which will issue the relevant fairness opinion to HPPC CEO, who will take a final decision on the objections, against which no further pleas or objections may be raised. That decision will be notified to all Participants.

3.4. Eligibility

All Interested Parties are entitled to participate in the Tender Procedure, insofar as they fulfil the Participation Criteria.

Any natural or legal persons or consortia who are related in any manner, directly or indirectly, through shareholding or rights or otherwise, to the existing shareholders of HSY shall be excluded and shall not be entitled to

participate in the Tender Procedure, in order to ensure the lack of economic continuity, as stipulated in the European Commission Notice on the recovery of unlawful and incompatible State aid (2019D 247/01) and in particular sub-paragraph 4.3.2.1 thereof, Commission Decision of 2 July 2008 on the recovery of State aid granted to Hellenic Shipyards (document C (2008) 3118) (Official Journal of the EU 27.8.2009, L_ 225, 104) and the judgment of the ECJ in case C-93/17, European Commission v Hellenic Republic.

In the case of Consortia, they are not required to have acquired a specific legal form in order to participate in the Tender. However, in case a Consortium is appointed Final Highest Bidder, the said Consortium will be required, for the purposes of the Transaction, to set up any type of company, fulfilling in any event the Personal Situation Criteria of this tender. The allocation of participation percentages in the company consisting of Consortium Members must be compliant with the allocation set out in the Participation Supporting Documentation Dossier of the Consortium.

Every natural or legal person shall be entitled to participate in a single interested entity, either separately or as a Consortium Member. Otherwise, all Interested Parties in the line-up of which the natural or legal person participates as a member or with whom the legal person has set up a partnership shall be excluded from the procedure.

Those Interested Parties submitting a VDR Access Request together with the supporting documents referred to in paragraph 4.1 hereof and/or the Participation Supporting Documentation Dossier shall appoint a process agent who will be domiciled or established within the Greek territory and will be notified (through e-mail or fax or courier service) of all documents sent by HPPC to the Interested Party in the context of this Tender. Interested Parties will submit a declaration that they appoint a process agent for the procedure concerned and the process agent will submit a declaration on acceptance of his/her appointment. Such declarations will set out full personal details of the process agent, as well as contact details (address, telephone, e-mail address, and fax number). Furthermore, in the declaration on acceptance of appointment, the process agent will also state that s/he accepts and consents to the terms of his/her personal data collection and processing pursuant to paragraph 8.5 hereof, in his/her ability as process agent of the Interested Party.

3.5. Prerequisites and Participation Criteria

3.5.1. Prerequisites

A. Introductory remarks

Interested Parties are entitled to participate in the Tender Procedure insofar as they meet the Participation Criteria specified in paragraph 3.5.2. Any Interested Parties not meeting the Participation Criteria or making a false or

inaccurate statement or to whom grounds of disqualification apply will be disqualified

In case of a Consortium, each Consortium Member must meet the Participation Criteria and no grounds of disqualification should apply to it. No VDR Access Request together with the supporting documents referred to in paragraph 4.1 hereof and/or Participation Supporting Documents can be submitted by intermediaries or undisclosed representatives.

An Interested Party may participate in the Tender Procedure and submit only one Participation Supporting Documentation Dossier. No Consortium Member is allowed to participate in more than one Consortium submitting a Participation Supporting Documentation Dossier nor can any Consortium Member submit at the same time a separate Participation Supporting Documentation Dossier as individual Interested Party. The same shall also apply to the submission of the VDR Access Request together with the supporting documents referred to in paragraph 4.1 hereof. Non-compliance with this term will entail the immediate disqualification of all involved Interested Parties.

No **Related Party (as specified below) to an Interested Party** or, in the case of a Consortium, no Related Party to a Consortium Member can participate in the Tender Procedure either by submitting a separate Participation Supporting Documentation Dossier (in case such Party participates in the Tender Procedure as individual Interested Party) or by participating in a Consortium that submits a separate Participation Supporting Documentation Dossier, unless the Related Parties submit evidence in a manner deemed satisfactory by HPPC, thereby demonstrating that their participation is separate and has not been affected by one another. The same shall also apply to the submission of the VDR Access Requests together with the supporting documents referred to in paragraph 4.1 hereof. Non-compliance with this term will entail the immediate disqualification of all involved Interested Parties.

For the purposes of this Document, "**Related Party**" shall mean any person who, directly or indirectly, is associated with an Interested Party or a Consortium Member (as the case may be), in accordance with the provisions of IAS 24.

B. Consortia

In the case of a Consortium, one of its Members will be appointed as leader ("**Lead Member**"). The Lead Member must be legally authorised by all other Consortia Members and bind the Consortium throughout the Tender Procedure in relation to all matters involving the Tender Procedure and the Transaction.

It is noted that all Consortium Members will be jointly and severally liable to HPPC with respect to all matters involving the Tender Procedure up until the Sale and Purchase Agreement is signed.

Non-compliance with the conditions specified above will entail the disqualification of the Consortium.

C. Changes in Consortium line-up

Following the submission of Participation Supporting Documentation Dossiers and until HPPC issues its decision on the participation of Interested Parties in the e-auction through the submission of Bids, no changes in Consortium line-up or in Consortium incorporation by a separate Interested Party shall be allowed. No merger between Interested Parties shall be allowed until the Sale and Purchase Agreement is signed.

3.5.2. Participation Criteria

The Participation Criteria consist of the following:

(a) personal situation criteria, as specified in paragraph 3.5.2.1 below (the "**Personal Situation Criteria**") and

(b) financial ability criteria, as specified in paragraph 3.5.2.2 below (the "**Financial Ability Criteria**").

The Personal Situation Criteria and Financial Ability Criteria, which are necessary as the case may be (submission of VDR Access Request and submission of Participation Supporting Documentation Dossier) should be fulfilled by Interested Parties when submitting their VDR Access Request and the Participation Supporting Documentation Dossier throughout the Tender Procedure up to the time the Property will be handed over to the Final Highest Bidder.

3.5.2.1. Personal Situation Criteria

Interested Parties meet the Personal Situation Criteria insofar as none of the reasons cited below applies to them. More specifically, Interested Parties:

(1) should not be related in any manner, directly or indirectly, through shareholding or rights or otherwise, to the existing shareholders of HSY pursuant to paragraph 3.4 below;

(2) should not have their residence or their registered or actual office or establishment in non-cooperative jurisdictions, as these are defined in article 65 of the Greek Income Tax Code (Law 4172/2013, as amended and in force, Government Gazette Issue A 167/23.07.2013) and listed in Ministerial Decision No. 1353/2019 of the Minister and Deputy Minister of Finance (Government Gazette Issue B 3558/23.09.2019), which has been issued in accordance with the said provisions or in any subsequent ministerial decision issued pursuant to the said legislative provision, which updates the list of Non-Cooperative Jurisdictions, either individually or as Consortium Members or as partners or shareholders;

(3) should not have been convicted by way of a final court ruling or should not have been or be the subject of an investigation by the authorities of their place of residence or incorporation or registered offices or anywhere else for one or more of the reasons cited below:

- (i) participation in a criminal organisation, as defined in article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (Official Journal of the European Union | L 300 of 11.11.2008, page 42), and as specified in the Greek Law or the Law of the Interested Party's country of origin/incorporation/establishment;
- (ii) corruption, as defined in article 3 of the convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and in article 2(1) of Council Framework Decision 2003/568/JHA, and as specified in the Greek Law or the Law of the Interested Party's country of origin/incorporation/establishment;
- (iii) fraud within the meaning of Article 1 of the Convention to protect the financial interests of the European Communities (OJ C 316 of 27.11.1995, p. 48), and as specified in the Greek Law or the Law of the Interested Party's country of origin/incorporation/establishment;
- (iv) money laundering, as specified in article 1(3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015, as amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as in force, and also as specified in the Greek Law or the Law of the Interested Party's country of origin/incorporation/establishment;
- (v) for any of the crimes of embezzlement, fraud, extortion, forgery, perjury, bribery, fraudulent bankruptcy, false representation and for any crime related to its business activity or for serious professional misdemeanour that has been proved in any manner, as specified in the Greek Law or the Law of the Interested Party's country of origin/incorporation/establishment.

In the case of societies anonyme and legal persons of similar legal form from other jurisdictions, the exclusion involving criminal acts also applies to the chairman/chair of the Board of Directors and CEO (if applicable) named in the Articles of Association or equivalent documentation for that legal person. With respect to all other forms of legal persons, the aforementioned disqualification criteria will apply to each legal representative of them;

(4) should not be bankrupt, in liquidation, in compulsory receivership, in composition in bankruptcy, or have ceased operations, or in any similar situation arising under similar proceedings specified in the laws of their country of origin/incorporation/establishment;

(5) no proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, composition in bankruptcy or any other similar procedure have been launched against such persons under the laws of their country of origin/incorporation/establishment;

(6) they have fulfilled their obligations to pay taxes, duties and insurance contributions (if applicable) in their country of

origin/incorporation/establishment;

(7) should not have any overdue debts to HPPC, either themselves in the case of natural persons or if they are legal persons and have overdue debts to HPPC, either themselves or their legal representative or a Related Party;

(8) should not have been or currently be employees or BoD members of the Company a) for three (3) years following their withdrawal from HPPC for any reason and b) likewise, for five (5) years, in case they have worked as Managers;

(9) should not be domiciled/established in a country (a) with which the Hellenic Republic (HR) has no diplomatic or commercial relations by virtue of the relevant decision of the HR and/or (b) referred to in both public documents issued by the Financial Action Task Force (FATF) three times per annum, namely (i) "Jurisdictions under Increased Monitoring" and (ii) "High-Risk Jurisdictions subject to a Call for Action";

(10) should not be subject to UN sanctions and/or EU restrictive measures which are put in force pursuant to any EU Regulation based on Article 215 of the Treaty establishing the European Community (OJ C 326, 26.10.2012, pp. 47-390) or to a Decision issued in the context of the Common Foreign and Security Policy of the EU.

HPPC **may exclude, at its sole discretion**, any Interested Party in order to protect the interests of national security of the Hellenic Republic, at any stage of the Tender Procedure up until the Transaction is completed, following consultation with the Hellenic Republic.

3.5.2.2. Financial Ability Criteria

Interested Parties are required to prove that they have the necessary financial adequacy to complete the Transaction.

(i) To this effect, **at the stage of submitting a VDR Access Request**, they are asked to prove that:

A) they have deposits or readily realisable and transferable securities with a total worth (current value) of at least eleven million euros (€ 11,000,000), namely at least 20% of the Starting Price, and

B) they are able to carry out a transaction worth eleven million euros (€ 11,000,000) as a minimum, namely at least 20% of the Starting Price.

Supporting documents

Accordingly, they must produce:

a) An attestation (issued within no more than thirty (30) calendar days before the submission date) on deposits or readily realisable and transferable securities totalling (current value) at least eleven million euros (€ 11,000,000), namely at least 20% of the Starting Price, by a bank or other credit institution lawfully operating in Greece or in any Member State of the European Union, the EEA or OECD.

Especially as regards readily realisable and transferable securities, they must

produce a certificate recently issued by a bank, an investment firm, a depository or other legal person which may lawfully issue such certificates and lawfully operates in at least one Member State of the EU, the EEA or OECD (issued within no more than thirty (30) calendar days before the submission date). It must also indicate the current value of such readily realisable and transferable securities on the date the relevant attestation is issued, which will be taken into consideration as to whether the respective criterion is fulfilled.

The said certificates about readily realisable and transferable securities will be subject to acceptance or rejection by HPPC. HPPC may accept or reject the proof of funds, in case their liquidation is considered difficult or they are considered undervalued **and**

b) An attestation or certificate (issued within no more than thirty (30) calendar days before the submission date) issued by an acknowledged audit firm on the Interested Party's financial ability to carry out a transaction of a minimum of eleven million euros (€ 11,000,000), namely at least 20% of the Starting Price. In the case of natural persons, this supporting document is optional.

(ii) **During the submission phase of Participation Supporting Documents**, Interested Parties should meet, depending on their capacity, the following economic criteria which they will be asked to prove:

A. Individual Interested Party

In case the Interested Party is an entity of corporate form ("**Corporate Entity**"), such Party should prove that its average annual, on a stand-alone basis (or on a consolidated basis if this is the case) equity (net worth) (calculated as the total of consolidated assets less total consolidated liabilities in the case of consolidation, otherwise as total assets less total liabilities) over the last three (3) audited financial years amounts to at least fifty-five million (55,000,000) euros, namely at least to 100% of the Starting Price. This criterion may be fulfilled either separately or cumulatively through cash deposits with banks or any other credit institution and/or through readily realisable and transferable securities and/or through active available credit lines for the specific transaction (funding commitment letter). In any event, the average annual equity of the Interested Party (as described above) over the last three (3) audited financial years should amount to at least 30% of the Starting Price.

In case the Interested Party is an investment firm or investment fund ("**Private/Institutional Investment Funds**"), such Party should prove that it has available committed, non-disbursed and non-invested funds during the last financial year before the submission date of the Participation Supporting Documents amounting to at least fifty-five million (55,000,000) euros, namely at least to 100% of the Starting Price. This criterion may be fulfilled either separately or cumulatively through cash deposits with banks or any other credit institution and/or through readily realisable and

transferable securities and/or through active available credit lines for the specific transaction (funding commitment letter). In any event, committed, non-disbursed and non-invested funds during the last financial year before the submission date of the Participation Supporting Documents (as described above) should be equal to at least 30% of the Starting Price.

In case the Interested Party is a natural person (the "**Natural Person**"), such Party should prove that it owns and has available readily realisable financial assets, free of any encumbrances (net personal assets) with a total market value of at least fifty-five million (55,000,000) euros, namely at least 100% of the Starting Price. For the net personal assets of a Natural Person to be calculated, the following shall be taken into account

- a. Cash deposits with banks or any other credit institution.
- b. Readily realisable and transferable securities.

This criterion may be fulfilled either separately or cumulatively through active available credit lines for the specific transaction (funding commitment letter). In any event, the net personal assets of the Natural Person (as described above) should be equal to at least 30% of the Starting Price.

B. Consortium

In the case of a Consortium, the Financial Ability Criterion is met if the weighted average equity, calculated as the sum of the relevant parameter pursuant to paragraph 3.5.2.2 (ii) A above for each Consortium Member and pro rata with its share in the Consortium, amounts at least to fifty-five million (55,000,000) euros, namely 100% of the Starting Price.

C. General Provisions

In case an Interested Party or a Consortium Member has been merged with or acquired any enterprise during the last three (3) financial years, the Financial Ability Criterion may also be met based on proforma financial statements which will have been prepared based on the assumption that the acquisition or merger took place at the start of the three-year period.

In case an Interested Party or a Consortium Member has been set up and operates for less than three (3) financial years, HPPC will take into account the financial years during which such Interested Party or Consortium Member has been operating, insofar as it has available audited financial statements referring to at least one (1) financial year.

4. VDR Access Request

4.1. Content and supporting documents

In order to acquire access to the VDR, Interested Parties are asked to submit in person or by post (with the sender assuming full and exclusive responsibility for late submission) a VDR Access Request at the offices of Hellenic Public Properties Company (HPPC) S.A., at 7 Voulis St. (Syntagma), Athens, GR-105 62 (Registry Office, 2nd floor), for the attention of the

Tender Committee, in accordance with the template included in Annex B hereof, together with the following supporting documents:

1. the solemn declaration on fulfilment of the Personal Situation Criteria, as specified in paragraph 3.5.2.1, pursuant to Annex C hereof;
2. both the attestations referred to in paragraph 3.5.2.2.(i) (the second attestation is optional in the case of natural persons) and
3. the statement on appointment of a process agent and acceptance of such appointment by the process agent concerned, pursuant to paragraph 3.4 hereof.

It is highlighted that the VDR Access Request and the above-mentioned supporting documents are submitted in a sealed envelope which cannot be opened without this being perceived, will indicate the Property on the exterior (Property in the area of Skaramagkas Shipyards) and/or the Tender Identifier ("Q 110046"), and will clearly read "**REQUEST AND SUPPORTING DOCUMENTS FOR ACCESS TO THE VDR**". Minor variations in the indications on the different envelopes will not be a ground of exclusion from access to the VDR. Acceptable submission of all documents presupposes compliance with the rules laid down in paragraph 8.1 hereof.

4.2. Evaluation of VDR Access Request and supporting documents

The VDR Access Request and the aforementioned supporting documents will be reviewed by the Tender Committee as to whether they are full, namely whether the submitted documents fulfil the criteria referred to in paragraphs 3.5.2.1 and 3.5.2.2(i) above. The Tender Committee may ask the Advisors to rule on any issues that will arise when reviewing the Interested Parties' Financial Ability Criteria.

Those Interested Parties whose VDR Access Requests and the above supporting documents will be deemed as fulfilling the above criteria, will acquire access to the VDR once they sign the Confidentiality Notice.

In case the VDR Access Request and the above supporting documents of an Interested Party are deemed as not fulfilling the above criteria, HPPC shall not allow such Party access to the VDR and shall inform them in writing of the reasons for which access is denied.

5. Submission of Participation Supporting Documentation Dossier

5.1. Content and submission of Participation Supporting Documents

Those Interested Parties wishing to participate in the Tender Procedure must submit a sealed **Participation Supporting Documentation Dossier**, which will include the Participation Supporting Documents in the order below (the "**Participation Supporting Documentation Dossier**"), no later than Friday, 5 February 2021, at 13:00 hours (Greek time), in person or by post

(with the sender assuming full and exclusive responsibility for late submission) at the offices of Hellenic Public Properties Company (HPPC) S.A., at 7 Voulis St. (Syntagma), Athens, GR-105 62 (Registry Office, 2nd floor):

a. Personal Situation Dossier, which will include the following personal situation supporting documents:

i. Identification/ good standing / shareholding documents

- In the case of legal persons: Documents proving the legal incorporation and operation, legal representation for participation in the Tender Procedure and shareholding of the Interested Party, as follows: certificate by a trade register or other equivalent document, which will attest the incorporation and registration of the legal person in the records of the competent authority of the jurisdiction where it has been set up/is established; codified articles of association and/or memorandum of association; certificate by a trade register or other equivalent document showing the registered offices of the legal person; documents proving the appointment of its administration members and representation power of one or more persons; relevant decision by the administration body regarding participation in the Tender Procedure and submission of the Bid; document which will show the legal person's taxpayer registration number; copy of police identity card or passport of legal representatives; and a document which will prove their place of residence and taxpayer registration number.

In the case of Private/Institutional Investment Funds, the relevant documentation of registration, management agreement and/or equivalent document regarding the investment manager of the Private/Institutional Fund must be also produced.

Furthermore, with respect to shareholding, societies anonyme seated in Greece should also produce: a certificate by the Greek General Commercial Registry which will show that based on the applicable articles of association, shares are registered and a detailed list including the particulars of shareholders and the number of shares owned by each, as such information is recorded in the company's shareholder register.

In case the above detailed list shows that other legal persons are shareholders of the legal person concerned, all their details and participation percentages, as well as those of their shareholders must be provided, including the ultimate beneficial owners within the meaning of Law 4557/2018, as in force, and as regards foreign legal persons, within the meaning of the respective provisions of the applicable Law in the place of their registered offices.

Similar provisions will apply to companies of other legal form which are seated in Greece (e.g. as regards private companies, a detailed

statement of partners and the number of each partner's equity stakes will be produced, as such information is recorded in the company's partners book; in case other legal persons are partners, all details and participation percentages of such legal persons and their shareholders will be provided including ultimate beneficial owners, within the meaning of Law 2557/2018, as in force).

Foreign legal persons will produce a detailed statement listing the personal details of shareholders and the number of shares or voting rights of each shareholder, up to the level of ultimate beneficial owner within the meaning of Law 4557/2018, as in force, or any law laying down similar provisions with Greek Law 4557/2018 pursuant to the Laws of the jurisdiction of the legal person's registered offices. In case the company does not keep such a detailed statement, a corresponding statement pursuant to the latest general meeting will be produced, insofar as shareholders are known to the legal person. Where this is not done, the legal person will be obliged to set forth the reasons for which the said shareholders are unknown to it.

Information referring to the shareholding of those Interested Parties being legal persons or comprising legal persons in their line-up will refer to shareholders owning more than 5% insofar as: **(i)** Interested Parties are listed on a regulated market or their shares are traded in a regulated market within a jurisdiction of the EU or the EEA or OECD, or **(ii)** they are regulated by the relevant financial authority within a jurisdiction of the EU or the EEA or OECD. In the cases referred to in point (i), Interested Parties will indicate that their shares are listed or traded in a regulated market within a jurisdiction of the EU or the EEA or OECD. In the cases referred to in point (ii), Interested Parties will provide the relevant certification by the respective financial authority.

- In the case of a natural person: Copy of police identity card or passport of the Interested Party and document(s) proving such person's place of residence and taxpayer registration number.
- ii. Solemn declaration of the Interested Party on fulfilment of the Personal Situation Criteria, as defined in paragraph 3.5.2.1, pursuant to Annex C hereof.
- iii. Statement on appointment of a process agent and acceptance of such appointment by the process agent concerned, pursuant to paragraph 3.4 hereof.
- iv. Solemn declaration by the Interested Party in compliance with Annex F hereof, which will indicate that the Interested Party (i) has taken cognisance of the actual and legal status of the Property and accepts the same and (ii) if appointed Final Highest Bidder, will produce the relevant certificates (as listed below in paragraph 7.3) within thirty (30) business days from appointment.
- v. Participation guarantee equal to 10% of the Starting Price, either in the

form of Letter of Guarantee pursuant to the template of Annex E(i) (the "**Participation Letter of Guarantee**") or through the deposit of a bank cheque or a bank remittance to an account indicated by HPPC (the "**Participation Bond**"). In case the Participation Bond is submitted through deposit of a bank cheque or a bank remittance (to HPPC account (IBAN GR45 0171 0020 0060 0204 0031 710) kept with Piraeus Bank), the relevant proof of payment will be submitted and the preferred bank account of the Interested Party will be indicated so that the Participation Bond be returned in compliance with the provisions of these Tender terms. The Participation Letter of Guarantee must be in effect for at least three hundred sixty-five (365) days from the date the Participation Supporting Documentation Dossier is submitted with HPPC being entitled to unilaterally extend it by extra 180 days. Throughout the above periods (initial period and any extension), the deposit will be kept with the bank account/ the bank cheque will remain in the possession of HPPC. The Participation Letter of Guarantee will be addressed to HPPC and will be issued by a bank or credit institution or other legal person lawfully operating in Greece or other Member State of the European Union and the European Economic Area (EEA) or the G20 or in a country that has entered into a bilateral or multilateral agreement with the EU or a country that has entered into and ratified the Agreement on Government Procurement and is vested with the right to issue guarantees. In the case of a Consortium, Participation Letters of Guarantee are issued in its corporate name and cover the joint and several liability of all its members, who are also laid down in the text of the Participation Letter of Guarantee as follows: "*[The Bank provides a guarantee in favour of] the Consortium under the name [*], having its registered offices at [*], and in favour of each member, namely [*list of joint venturers and their address/registered offices*], for the sum of [...]*". Moreover, in the case of a Consortium, the total amount of the participation bond may be covered by more than one Participation Letter of Guarantee, insofar as their sum is equal to the total amount of the respective Participation Bond, allocated to the Consortium Members, pro rata with their percentage therein. The aforementioned points will apply to each of the separate Participation Letters of Guarantee. Likewise, in the case of a Consortium, the latter must furnish a proof of submission of the Participation Bond or the bank cheque together with a solemn declaration with the respective content as per the foregoing, namely it will indicate that the amount of the Participation Bond covers the joint and several liability of all its members, who will be listed in the text of the solemn declaration.

The Participation Bond/Letter of Guarantee will be returned to the Interested Parties/Participants/Final Highest Bidder once the Final Highest Bidder produces the Transaction Bond/Letter of Guarantee. The Participation Bond/ Letter of Guarantee shall be forfeited in favour of

HPPC in the following cases: 1. in case the Participant withdraws or revokes, for any reason, its Bid during its effective term; 2. In case the Final Highest Bidder does not produce, for any reason, the Transaction Bond/Letter of Guarantee and 3. If the Interested Party/Participant or any employee, representative, agent, assistant or partner carries out or attempts to carry out an act aiming at rigging the Tender Procedure.

In case Consortia participate in the Tender Procedure, Participation Supporting Documents must be submitted for each Consortium Member, as well as an agreement on incorporation of the Consortium (a private agreement suffices with the signature of signing members or members' legal representatives being authenticated) in which:

1. a legal representative of the Consortium before HPPC will be appointed;
2. a process agent of the Consortium will be appointed, who should be a resident in Greece, must speak Greek, and will be specially authorised to receive all documents related to the Tender Procedure;
3. the participation percentage of each member in the Consortium will be fixed;
4. it will be expressly stipulated that all Consortium Members will be jointly and severally liable to HPPC in relation to the obligations arising from their participation in the Tender;
5. it will be expressly indicated that the incorporation agreement constitutes full and final agreement of Consortium Members and that no change in the persons or participation of the Members in the Consortium is allowed until the Sale and Purchase Agreement is signed.

b. Financial Ability Dossier, which will include the following financial ability supporting documents:

A. CORPORATE ENTITIES

A separate Interested Party which is a Corporate Entity must submit:

(a) Copies of the published financial statements (consolidated, as the case may be) of the last three (3) audited financial years in accordance with the International Financial Reporting Standards ("IFRS") or, in case they are not required to prepare IFRS-compliant statements, according to the accounting standards imposed or allowed by the applicable laws of the Corporate Entity's country of incorporation/establishment, which will have been audited by an internationally renowned audit firm and published in accordance with the applicable laws of the Corporate Entity's country of incorporation/establishment (as the case may be), together with proof of such publication.

Submission of the latest audited financial statements (or consolidated financial statements, as the case may be) must be accompanied by the relevant certificate, attested by an auditor, regarding the fulfilment of the criterion concerned, and issued within the last thirty (30) calendar days before publication hereof.

If publication of annual financial statements is not prescribed by the Law with respect to a legal person or financial statements have not been published at the time the supporting documents are submitted, then **(1)** legally attested copies of the financial statements reflecting the assets of such legal person over the respective period must be submitted, after being audited and signed by a certified public accountant together with the latter's relevant attestation; and **(2)** a solemn declaration of the legal person (in the case of a Consortium, of each legal person falling under the above case and participating in the Consortium) which will have been issued during the last thirty (30) calendar days before submission of the Participation Supporting Documents, whereby solemnly stating that they are not obliged to publish annual financial statements or, if they are so obliged, the reason for non-publication.

The tendering Corporate Entity may even produce an attestation (issued within no more than thirty (30) calendar days before the deadline for submission of the Participation Supporting Documents) regarding deposits and/or readily realisable and transferable securities and/or active available credit lines for the specific transaction (funding commitment letter) by a bank or other credit institution lawfully operating in Greece or any Member State of the European Union, the EEA or OECD.

Especially as regards readily realisable and transferable securities, they must produce a certificate recently issued by a bank, an investment firm, a depositary or other legal person which may lawfully issue such certificates and lawfully operates in at least one Member State of the EU, the EEA or OECD (issued within no more than thirty (30) calendar days before the

deadline for submission of the Participation Supporting Documents). It must also indicate the current value of such readily realisable and transferable securities on the date the relevant attestation is issued, which will be taken into consideration as to whether the respective criterion is fulfilled.

The said certificates about readily realisable and transferable securities will be subject to acceptance or rejection by HPPC. HPPC may accept or reject the proof of funds, in case their liquidation is considered difficult or they are considered undervalued.

Especially as regards active available credit lines (funding commitment letter), the relevant attestation should explicitly indicate: a) that it is intended for HPPC and concerns the specific Tender Procedure; b) the active available credit line expressed as a sum; c) the purpose of funding targeted by the said active available credit line; and d) the commitment of the bank or the credit institution to provide this particular funding insofar as the Interested Party is appointed Final Highest Bidder, without any other terms and conditions attached.

(b) A statement of the Corporate Entity on its compliance with the Financial Ability Criterion described in paragraph 3.5.2.2 (ii) together with a table reflecting the financial data, signed by its legal representative, in accordance with the Financial Ability Criteria statement template included in Annex D hereof.

B. PRIVATE/INSTITUTIONAL INVESTMENT FUNDS

A Private/Institutional Investment Fund must submit:

(A) Copies of the latest audited financial statements (consolidated, as the case may be) or an independent auditor's report or a relevant certificate by a certified auditor who, in all events, shall be an internationally renowned audit firm. Such certificate must have been issued within the last thirty (30) calendar days before publication hereof and will confirm that the Private/Institutional Investment Fund has available committed, non-disbursed and non-invested funds in the financial year preceding the submission date of the Participation Supporting Documents and the value thereof. HPPC is entitled to ask for the auditor's report or the certificate referred to above, even if the Interested Party has already produced its financial statements.

If publication of annual financial statements is not prescribed by the Law with respect to a legal person or financial statements have not been published at the time the supporting documents are submitted because such obligation is not prescribed by the Law, then **(1)** legally attested copies of the financial statements reflecting the assets of such legal person over the respective period must be submitted, after being audited and signed by a certified public accountant together with the latter's relevant attestation; and **(2)** a solemn declaration by the Private/Institutional Investment Fund which will have been issued during the last thirty (30) calendar days before submission of the Participation Supporting Documents, whereby solemnly

stating that they are not obliged to publish annual financial statements.

The tendering Private/Institutional Investment Fund may even produce an attestation (issued within no more than thirty (30) calendar days before the deadline for submission of the Participation Supporting Documents) regarding deposits and/or readily realisable and transferable securities and/or active available credit lines for the specific transaction (funding commitment letter) by a bank or other credit institution lawfully operating in Greece or any Member State of the European Union, the EEA or OECD.

Especially as regards readily realisable and transferable securities, a recent certificate issued by a bank, an investment firm, a depositary or other legal person must be produced, which may lawfully issue such certificates and which lawfully operates in at least one Member State of the EU, the EEA or OECD (issued within maximum thirty (30) calendar days before the deadline for submission of the Participation Supporting Documents). It must also indicate the current value of such readily realisable and transferable securities on the date the relevant attestation is issued, which will be taken into consideration as to whether the respective criterion is fulfilled.

The said certificates about readily realisable and transferable securities will be subject to acceptance or rejection by HPPC. HPPC may accept or reject the proof of funds, in case their liquidation is considered difficult or they are considered undervalued.

Especially as regards active available credit lines (funding commitment letter), the relevant attestation should explicitly indicate: a) that it is intended for HPPC and concerns the specific Tender Procedure; b) the active available credit line expressed as a sum; c) the purpose of funding targeted by the said active available credit line; and d) the commitment of the bank or the credit institution to provide this particular funding insofar as the Interested Party is appointed Final Highest Bidder, without any other terms and conditions attached.

(b) A statement on its compliance with the Financial Ability Criterion described in paragraph 3.5. 2.2 (ii) together with a table reflecting the financial data, signed by its legal representative, in accordance with the Financial Ability Criteria statement template included in Annex D hereof).

C. NATURAL PERSONS

(a) As regards cash deposits with a bank or any other credit institution lawfully operating in at least one Member State of the EU, the EEA or OECD, a recent certificate by the bank or the credit institution must be produced (issued within no more than thirty (30) calendar days before the submission deadline for the Participation Supporting Documents).

(b) With respect to the total market value of readily realisable and transferable securities, a recent certificate issued by a bank, an investment firm, a depositary or other legal person must be produced, which may

lawfully issue such certificates and lawfully operates in at least one Member State of the EU, the EEA or OECD (issued within no more than thirty (30) calendar days before the submission deadline for the Participation Supporting Documents). It must also indicate the current value of such readily realisable and transferable securities on the date the relevant attestation is issued, which will be taken into consideration as to whether the respective criterion is fulfilled.

(c) Especially as regards active available credit lines (funding commitment letter), they must produce an attestation recently issued by a bank or other credit institution lawfully operating in Greece or any Member State of the European Union, the EEA or OECD, which will clearly indicate: a) that it is intended for HPPC and concerns the specific Tender Procedure; b) the active available credit line expressed as a sum; c) the purpose of funding targeted by the said active available credit line; and d) the commitment of the bank or the credit institution to provide this particular funding insofar as the Participant is appointed Final Highest Bidder, without any other terms and conditions attached.

(d) A statement on its compliance with the Financial Ability Criterion described in paragraph 3.5. 2.2 (ii) together with a table reflecting the financial data, signed by the natural person, in accordance with the Financial Ability Criteria statement template included in Annex D hereof.

All the above documents to be submitted by natural persons will be subject to acceptance or rejection by HPPC. HPPC may accept or reject the proof of funds, in case their liquidation is considered difficult or they are considered undervalued.

D. CONSORTIA

In the case of a Consortium, the latter submits the Participation Supporting Documents provided for in fields A, B and C of this paragraph (as appropriate) for each Consortium Member.

It is noted that in case any of the above documents have been submitted while access to the VDR had been granted and they are still in effect, pursuant to the terms hereof, they do not have to be submitted again at the time the Participation Supporting Documentation Dossier must be submitted.

The Participation Supporting Documents must be submitted in a sealed envelope which cannot be possibly opened without this being perceived, will indicate the Property on the exterior (Property in the area of Skaramagkas Shipyards) and will clearly read "**PARTICIPATION SUPPORTING DOCUMENTS**". Minor variations in the indications on the different envelopes will not be a ground of exclusion as long as the Tender identifier is indicated ("Q110046"). Acceptable submission of all documents presupposes compliance with the rules laid down in paragraph 8.1 hereof.

5.2. Evaluation of Participation Supporting Documents

Once the Participation Supporting Documentation Dossiers are submitted,

the Tender Committee will open them at the HPPC offices (7 Voulis St., Syntagma, Athens, GR-105 6).

The Participation Supporting Documentation Dossiers will be reviewed by the Tender Committee as to whether they are full, namely whether the submitted documents fulfil the criteria specified in paragraph 3.5.2 above. The Tender Committee may ask the Advisors to rule on any issues that will arise when reviewing the Interested Parties' Financial Ability Criteria.

Those Interested Parties whose Participation Supporting Documentation Dossiers will be deemed as meeting the aforementioned criteria will be notified in writing and will be asked by HPPC to submit a Bid, pursuant to the provisions of paragraph 6.1 hereof.

In case it is deemed that the Participation Supporting Documentation Dossier of an Interested Party does not fulfil the above criteria, HPPC shall disqualify such Party and notify it in writing about the reasons of disqualification.

6. Tender Procedure and appointment of Final Highest Bidder

6.1. Call for Tenders

Those Interested Parties whose Participation Supporting Documents are deemed full pursuant to these Tender terms will be asked in writing through the email address they will provide, to participate in a training-pilot virtual auction. Subsequently, they will be asked to participate in the e-auction, namely to submit their Bids on a specific day and hour (the "Call"). The Call will set the date (which cannot be earlier than three (3) business days from the date the Call is sent) and hours (which cannot be less than a working hour) of the e-auction as well as any other aspects of the e-auction.

Bids will be submitted exclusively through the website www.e-publicrealestate.gr.

Note that a Participant is not obliged to submit a Bid.

At the stage of Bid submission, the option of Auto-Extend Anti-Sniping will be provided; in other words, if within the last five minutes before the expiry time of the auction an acceptable Bid is submitted, the expiry of the Tender will be automatically extended by five minutes from the time such Bid was submitted (with an option of successive five-minute extensions).

6.2. Starting Price and e-auction Increment

The Starting Price, namely the minimum offered consideration, is set at fifty-five million euros (€ 55,000,000).

The Increment, i.e. the minimum percentage of increase of each Bid in relation to the already existing maximum bid, is set at 5%.

6.3. Term

Once the deadline for Bid submission expires, the Bid will remain in effect for a period of two hundred seventy (270) days from its submission. HPPC may unilaterally inform Participants that it is extending the validity of Bids submitted for an additional period of 90 days.

6.4. Appointment of the Final Highest Bidder

The highest economic offer is the criterion applicable to the appointment of the Final Highest Bidder.

In case only one Participant submits a Bid, before adjudicating the Tender result, HPPC will ask such Participant to improve its Bid, at least by a percentage equal to the Increment, namely at least by 5%. It is noted that in any event, its Bid cannot be less than the Starting Price.

Following expiry of the Bid submission time, a ranking table of the Participants will be drawn up in descending order (the "**Ranking Table**"), based on the amount of the respective Bids by the Tender Committee.

That Participant who will have offered the highest economic consideration according to the Ranking Table will be appointed Final Highest Bidder by decision of HPPC CEO.

The identity of the Final Highest Bidder and a relevant reference to HPPC decision will be notified in writing to the Participants in the Tender Procedure for the said Property.

7. Completion of Transaction

7.1. Agreed-upon price of Sale and Purchase Agreement

The Final Highest Bidder will pay HPPC the consideration for acquiring the Property, as established based on **paragraph 6** during the Tender Procedure following submission of its economic offer (the "**Agreed-upon Price**").

7.2. Guarantee of Transaction

The Final Highest Bidder shall be obliged to produce, within twenty (20) business days from its appointment, a Transaction letter of guarantee effective for 365 days, which may be extended by way of a unilateral statement of HPPC for a period of up to 180 extra days (the "**Transaction Letter of Guarantee**") or produce a bank cheque or make a deposit with an account indicated by HPPC (the "**Transaction Bond**"), for an amount equal to 10% of its Bid, as this will arise from the e-auction procedure. The Transaction Letter of Guarantee must comply with the template provided in Annex E(ii)). Throughout the above periods (initial period and any extension), the deposit will be kept with the bank account/ the bank cheque will remain in the possession of HPPC.

The Transaction Letter of Guarantee will be addressed to HPPC and will be issued by a bank or credit institution or other legal person lawfully operating in Greece or other Member State of the European Union and the European Economic Area (EEA) or the G20 or in a country that has entered into a bilateral or multilateral agreement with the EU or a country that has entered into and ratified the Agreement on Government Procurement and is vested with the right to issue guarantees.

In the case of a Consortium, Transaction Letters of Guarantee are issued in its corporate name and cover the joint and several liability of all its members, who are also laid down in the main text of the Transaction Letter of Guarantee as follows: "*[The Bank provides a guarantee in favour of] the Consortium under the name [*], having its registered offices at [*], and in favour of each member, namely [*list of joint venturers and their address/registered offices*], for the sum of [...]*". Moreover, in the case of a Consortium, the total amount of the Transaction Bond may be covered by more than one Transaction Letter of Guarantee, insofar as their sum is equal to the total amount of the respective Transaction Bond, allocated to the Consortium Members, pro rata with their percentage therein. The aforementioned points will apply to each of the separate Transaction Letters of Guarantee. Likewise, in the case of a Consortium, the latter must furnish a proof of submission of the Participation Bond or the bank cheque together with a solemn declaration with the respective content as per the foregoing, namely it will indicate that the amount of the Participation Bond covers the joint and several liability of all its members, who will be listed in the text of the solemn declaration.

Once the Transaction Bond/Letter of Guarantee is produced, the Bid of the Final Highest Bidder will be considered as accepted by HPPC and at such time Participation Bonds/Letters of Guarantee will be returned to the Final Highest Bidder and other Participants.

The Transaction Bond/Letter of Guarantee shall be forfeited in favour of HPPC in the following cases:

- (i) if the Final Highest Bidder does not sign the Sale and Purchase Agreement for any reason save force majeure;
- (ii) if the Final Highest Bidder does not pay the Agreed-upon Price;
- (iii) if it is established that the Final Highest Bidder or its representative, employee, agent or assistant has committed an unlawful act during the Tender in order to falsify the results or rig the Tender Procedure;
- (iv) if the Final Highest Bidder does not submit timely the documents under paragraph 7.3 below.

The above forfeiture of the Transaction Letter of Guarantee/Bond will result in the disqualification of the Final Highest Bidder from the Tender Procedure; in that case, HPPC will be entitled to appoint the runner-up in the Ranking Table as Final Highest Bidder and apply the procedure described in this Notice to such runner-up in order to complete the Transaction. Likewise,

HPPC may repeat the procedure for appointing as Final Highest Bidder the second runner-up in the Ranking Table if the bidder ranked higher falls under any of the cases in which the Transaction Letter of Guarantee/Bond is forfeited.

The Transaction Letter of Guarantee/Bond will be returned, if not forfeited as per the above, to the Final Highest Bidder, either after the Sale and Purchase Agreement is signed and the Agreed-upon Price is paid or, if the Tender Procedure is cancelled, following such cancellation.

7.3. Terms of Sale and Purchase Agreement

Once the Final Highest Bidder is appointed and the Transaction Letter of Guarantee/Bond and the transaction documentation are produced, HPPC and the Final Highest Bidder will enter into a Sale and Purchase Agreement according to the template uploaded on the VDR, which will include the terms and conditions on the transfer of the Property, due to sale. It is also noted that any likely minor inconsistency between separate VDR items (e.g. surface area according to the legal and technical reports) is not a reason to postpone the signing of the Sale and Purchase Agreement.

Within thirty (30) business days from receipt of the relevant notice, the Final Highest Bidder will submit the following documents on penalty of forfeiture of the Transaction Letter of Guarantee/Bond:

- (i) Corporate documents (in case of legal persons) which will prove the legal incorporation and operation, as well as the legal representation of the Final Highest Bidder to sign the Sale and Purchase Agreement (e.g. codified articles of association and/or memorandum of association; documents proving the appointment of its administration and power of representation of one or more persons; relevant decision by the administration body regarding the Property, notarial deed about conclusion of the Sale and Purchase Agreement or other documents which prove the representation of the Final Highest Bidder in the Sale and Purchase Agreement).
- (ii) Certificate(s) issued by a competent judicial or administrative authority within the last three (3) months before submission, attesting that the Final Highest Bidder is not bankrupt, is not in liquidation, in compulsory receivership, in composition in bankruptcy, or has ceased operations, or is in any similar situation arising under similar proceedings specified in the laws of their country of establishment.
- (ii) Certificate(s) issued by a competent judicial or administrative authority within the last three (3) months before submission, attesting that no proceedings have been initiated against the Final Highest Bidder to declare it bankrupt, place in liquidation, in compulsory receivership, in composition in bankruptcy, or cease operations, or place in any other similar proceedings specified in the

laws of their country of establishment.

- (iv) Excerpt of the criminal record of the Final Highest Bidder or its legal representatives, issued within the last three (3) months before submission, which will certify that they are not subject to any conviction for any of the offences stipulated in the above paragraph.
- (v) Social security and tax clearance certificates in effect.

In case any of the aforementioned certificates is not issued by a competent authority, the Final Highest Bidder must produce a solemn declaration whereby attesting that the competent authority does not issue the relevant certificate as well as the content referred to in the paragraph above.

The Sale and Purchase Agreement will be signed by HPPC and the Final Highest Bidder following approval by the Court of Auditors, as required by the Law, and in compliance with the applicable laws on the date it will be signed.

At the time the Sale and Purchase Agreement is signed, the Final Highest Bidder will pay the Agreed-upon Price in full.

The Transaction will be completed once the Sale and Purchase Agreement is recorded in the Chaidari Cadastral Office.

By signing the Sale and Purchase Agreement, HPPC shall not be liable in any case for actual and legal defects of the Property or for any encumbrances and easements thereupon while the Final Highest Bidder will state in the Sale and Purchase Agreement that it had the Property examined by legal and technical advisors of its choice, has taken cognisance of and has examined the ownership deeds of the Property as well as the actual and legal status thereof, and that it is to its satisfaction and fit for the purpose for which it is intended.

8. Other Terms

8.1. Rules on the format, language and authorisation of documents

All the documents submitted in the course of this Tender Procedure:

(i) will be physically submitted as originals or certified copies. Corporate documents published in the Greek General Commercial Registry do not need to be validated;

(ii) are submitted in Greek or have an official translation in Greek attached to them, legally attested and bearing the Apostille of the Hague Convention, whenever required. Foreign public documents must bear the Apostille of the Hague Convention in accordance with the provisions of Law 1497/1984 (Government Gazette A188/27.11.1984). The translation is presumed official if validated by a competent judicial or administrative authority or attorney at law or certified translator who is authorised to issue official translations in accordance with the laws of the Interested Party's country of

origin/incorporation/establishment (and in the case of a Consortium, of a Consortium Member) (as the case may be) or by the translation office of the Greek Ministry of Foreign Affairs or by certified translators or an attorney at law in compliance with the provisions of Article 454 of the Hellenic Code of Civil Procedure, the provisions of Law 3712/2008 (Government Gazette A225/05.11.2008) and Article 36 of Law 4194/2013 (Government Gazette A208/27.09.2013) respectively;

(iii) are signed as follows: In case of individual Interested Parties: by the Interested Party (natural person) or the legal representative of the Interested Party (legal person) who is either generally empowered to represent such Party or has been authorised specifically to sign the particular document by the competent body; and in case of Consortia: by all Consortium Members, whether be natural or legal persons, as the latter are represented by the legal representative of each, who is either generally empowered to represent such Party or has been authorised specifically to sign the particular document by the competent body, or by the Lead Member who will have been legally authorised by all Consortium Members before a notary public or other competent public authority vested with the power to authenticate their signatures.

(iv) If the above certificates or documents hereby required are not issued in a country, including Greece, or those issued in Greece do not cover all such cases, only then it is possible as an exception for them to be replaced by a sworn statement or ordinary statement of the Interested Party made before a judicial or administrative authority or notary public or other competent authority in the country in which such Party is established, under the same conditions as to validity laid down for the relevant certificate or document.

(v) In countries where there is no sworn statement equivalent to the statement under article 8 of Law 1599/1986, this may be replaced by an equivalent document for foreign natural or legal persons before the judicial or administrative authority or notary public or competent professional organisation, with the competent judicial or administrative authority, Citizens Service Centre or notary public confirming in each case the authenticity of the declarant's signature. The statement must expressly indicate: a) inability to issue the supporting or other documents and b) the requirement specified in the Tender Document is fulfilled in terms of content of the supporting or other document which cannot be issued.

(vi) All documents must be in effect on the date they are submitted. Certificates are deemed to be in effect in the following order:

a) If their effective term is expressly indicated on them by the authority issuing them and they are in force according to such authority.

b) If it is expressly required that they are issued within a deadline specified in this Notice or pursuant to applicable laws.

c) If none of the above applies, they must have been issued within thirty

(30) calendar days before the deadline for submission of the Participation Supporting Documents, unless otherwise indicated herein.

8.2. Rights of HPPC

- i. The deadlines for submitting VDR Access Requests and the relevant supporting documents, the Participation Supporting Documents (including the Participation Bond/Letter of Guarantee) and the Bids may be extended at the sole discretion of HPPC.
- ii. When examining the VDR Access Requests and the relevant supporting documents as well as the Participation Supporting Documents, HPPC, at its sole discretion, may ask for clarifications from any Interested Party and may allow the Interested Party concerned to submit supplementary documents or clarifications within a specific short deadline, taking into account the principles of equal treatment and transparency.

8.3. Expenses

For the avoidance of doubt, it is made clear that each Interested Party/Participant and the Final Highest Bidder will incur solely and exclusively any expenses involving this Tender Notice, the submission of VDR Access Requests and the relevant supporting documents, Participation Supporting Documents and generally all stages of the Tender Procedure until the Sale and Purchase Agreement is signed, including the expenses for its advisors, the expenses required for the Property transfer (transfer tax, notary public fees and transcription expenses), publication expenses regarding this Tender and, in general, all the expenses incurred due to its participation in the Tender Procedure.

8.4. Provisos of HPPC

HPPC does not assume any liability or obligation to sell the Property and at any time may decide to discontinue the Tender Procedure or not proceed to the Transaction, defer the Tender Procedure at any time or cancel it at any stage or not sign the Sale and Purchase Agreement with the Final Highest Bidder or repeat the Tender Procedure at its sole discretion without having any liability vis-à-vis the Interested Parties/Participants/Final Highest Bidder or any third party. Any binding agreement presupposes prior approval and authorisation as well as signing of the Sale and Purchase Agreement and any other relevant contractual documents in a form acceptable to HPPC, once its competent bodies make the relevant decisions. No part of this Notice entitles any party to raise claims for indemnity or equals the assumption of obligations on the part of HPPC, its partners and advisors for completing the Transaction.

8.5. Personal data

HPPC S.A. shall act as Data Controller and has taken appropriate organisational and technical measures to ensure legal and safe personal data

processing, which will be collected during the Tender Procedure, by a natural person who is Interested Party/Participant/Final Highest Bidder or legal representative or process agent of an Interested Party/Participant/Final Highest Bidder in accordance with the provisions of European and national laws on personal data protection including General Data Protection Regulation (EU) 679/2016 and Law 4624/2019, as in force each time.

Processing aims at the implementation of and compliance with the terms of the Tender Procedure, based on the provisions hereof and the Tender result, such as the evaluation of VDR Access Requests and the relevant supporting documents, Participation Supporting Documents, briefing of Interested Parties/Participants about the evaluation of the VDR Access Requests and the relevant supporting documents, Participation Supporting Documents, in compliance with the principles of lawfulness and transparency. Processing also aims at having the Sale and Purchase Agreement signed and executed and generally at safeguarding legal rights and helping HPPC fulfil its legal obligations in a manner serving public interests.

HPPC will retain personal data for a period of twenty (20) years, namely the limit for time-barring claims involving unjustified enrichment and, on certain conditions, tort, pursuant to the relevant provisions of the Greek Civil Code. As soon as the retention period expires, personal data will be safely destroyed/erased at HPPC responsibility so as to prevent any identification of data subjects.

Personal data, as per the foregoing, may be notified to Data Processors of specific projects on behalf of the Data Controller, i.e. HPPC S.A., pursuant to a separate agreement, in compliance with article 28 of Regulation (EU) 2016/679, or to Hellenic Corporation of Assets and Participations S.A. in the capacity of shareholder and, therefore, statutory body of HPPC S.A., or to public agencies and judicial authorities, when performing and as part of their powers.

The natural persons, as appointed above, may be informed in detail about the processing of their personal data for the specified purposes and about all their rights arising from the law and their exercise, in accordance with Regulation (EU) 679/2016, the methods of communication with the Data Protection Officer (dpo@etasa.gr) and the Hellenic Data Protection Authority (complaints@dpa.gr), by visiting the website <https://www.e-publicrealestate.gr/Privacy Policy>.

8.6. Applicable Law and Jurisdiction

This Tender Notice, the submission of VDR Access Requests and the relevant supporting documents, the Participation Supporting Documents and overall each stage of the Tender Procedure until the Sale and Purchase Agreement is signed and generally all rights and obligations related to or arising from this Notice (including tort) shall be governed by the Greek Law. Any dispute arising from or related to this Notice, the submission of VDR Access Requests

and the relevant supporting documents, the Participation Supporting Documents and overall each stage of the Tender Procedure until the Sale and Purchase Agreement is signed, including any disputes from obligations beyond contracts, shall be subject to the exclusive competence of Athens Courts.

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 Q110046, launched by HPPC for selling a property located in the area of Skaramagkas Shipyards (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 Sale and Purchase 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, Property appraisals, 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, e-mail) (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 inset 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 No. [...], (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**"), on 10.12.2020 regarding the sale of a property owned by HPPC in the area of Skaramagkas Shipyards (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.

This Access Request is submitted together with the relevant supporting documents, as laid down in paragraph 4.1 of the Call for Tenders,

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

(signature)

(Authentication of signature)

ANNEX C

Template Solemn Declaration on fulfilment of Personal Situation

Criteria

i. Individual Interested Parties (Legal Persons)

To: Hellenic Public Properties Company S.A.

Dear Sirs,

I/We, the undersigned [...] (full name), son/daughter of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/identity Card no. [...] issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), citizen of [...] (country), born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country - city - street - postcode) (in case there are more than one legal representatives of the company, the details of all signing representatives must be filled in) acting in the capacity of legal representative(s)/legally authorised representative(s) of the legal person under the name [...] (corporate name in full), which has been set up in accordance with the laws of [...], with company registration number [...] and has its registered offices at [...] (country – city - street - postcode), with [...] (country) taxpayer registration number [...] (the "**Interested Party**") hereby declare that the Interested Party is interested in participating in the tender procedure for the sale of a property owned by HPPC in the area of Skaramagkas Shipyards and to this effect it submits this solemn declaration in compliance with the terms of the relevant call for tenders launched by Hellenic Public Properties S.A. ("**HPPC**"), on 10.12.2020 (the "**Call for Tenders**").

Terms includes herein shall have the meaning ascribed to them in the Call for Tenders.

Furthermore, I/we hereby declare that:

- i. the Interested Party unreservedly accepts the terms and conditions of the Call for Tenders;
- ii. the Interested Party acts on own behalf and not as representative/intermediary;
- iii. there are no restrictions preventing the Interested Party from submitting this solemn declaration;
- iv. the Board of Directors, the investment committee and/or any other body with equivalent decision-making power of the Interested Party has consented to the Interested Party's response to the Call for Tenders;

- v. participation in the Tender Procedure takes place at the exclusive risk and expenses of the Interested Party and participation per se or rejection or cancellation of the Tender Procedure or any phase thereof, for any reason, does not justify in any case any rights to seek indemnity from HPPC or its Advisors;
- vi. the Interested Party fully complies with all Personal Situation Criteria, as specified in paragraph 3.5.2.1 of the Call for Tenders;
- vii. the Interested Party consents to the publication of the Bid and its identity *a posteriori* and
- viii. I accept and consent to the terms of collection and processing of my personal data in accordance with paragraph 8.5 of the Call for Tenders in my capacity as legal representative/legally authorised representative of the Interested Party.

This declaration may be submitted together with the necessary authorisations, thereby declaring the following:

"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 during the Tender Procedure".

This solemn declaration is accompanied by all necessary supporting documents for participation in the Tender Procedure, as specified in paragraph 4.1/5.1 (as the case may be) of the Call for Tenders.

ii. Individual Interested Parties (Private/Institutional Investment Funds)

To: Hellenic Public Properties Company S.A.

Dear Sirs,

1. I/We, the undersigned [...] (full name), son/daughter of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/identity Card no. [...] issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), citizen of [...] (country), born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country - city - street - postcode) (in case there are more than one legal representatives of the company, the details of all signing legal representatives must be filled in) acting in the capacity of 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 [...] (the "**Administrator**"/ 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**"), hereby declare that the Interested Party is interested in participating in the tender procedure for the sale of a property owned by HPPC in the area of Skaramagkas Shipyards and to this effect it submits this solemn declaration in compliance with the terms of the relevant call for tenders launched by Hellenic Public Properties S.A. ("**HPPC**"), on 10.12.2020 (the "**Call for Tenders**").

Capitalised terms included herein shall have the meaning ascribed to them in the Call for Tenders.

Furthermore, I/we hereby declare that:

- i. the Interested Party unreservedly accepts the terms and conditions of the Call for Tenders;
- ii. the Interested Party acts on own behalf and not as representative/intermediary;
- iii. there are no restrictions preventing the Interested Party from submitting this solemn declaration;
- iv. the Board of Directors, the investment committee and/or any other body with equivalent decision-making power of the Interested Party has consented to the Interested Party's response to the Call for Tenders;
- v. participation in the Tender Procedure takes place at the exclusive risk and expenses of the Interested Party and participation per se or rejection or cancellation of the Tender Procedure or any phase thereof, for any reason, does not justify in any case any rights for indemnity from HPPC or its Advisors;
- vi. the Interested Party and the Administrator/General Partner fully comply with all Personal Situation Criteria, as specified in paragraph 3.5.2.1 of the Call for Tenders;
- vii. the Interested Party consents to the publication of the Bid and its identity *a posteriori* and
- viii. I accept and consent to the terms of collection and processing of my personal data in accordance with paragraph 8.5 of the Call for Tenders in my capacity as legal representative/legally authorised representative of the Interested Party.

This declaration may be submitted together with the necessary authorisations, thereby declaring the following:

"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

during the Tender Procedure”.

This solemn declaration is accompanied by all necessary supporting documents for participation in the Tender Procedure, as specified in paragraph 4.1/5.1 (as the case may be) of the Call for Tenders.

iii. Consortia

To: Hellenic Public Properties Company S.A.

Dear Sirs,

1. We, the undersigned (full name) (father's name) [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/identity Card no. [...] issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), citizen of [...] (country), born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country – city - street - postcode), {the contact details of all signing representatives must be filled in), acting in our capacity as legal representatives/legally authorised representatives 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 No. [...], (b) ... (the contact details of all Consortium Members must be filled in), hereby declare that the aforementioned legal persons are interested in jointly participating in the tender procedure for the sale of a property owned by HPPC in the area of Skaramagkas Shipyards and, having set up a consortium to this effect (the “**Consortium**”), submit this solemn declaration pursuant to the terms of the relevant call for tenders launched by Hellenic Public Properties S.A. (“**HPPC**”), on 10.12.2020 (the “**Call for Tenders**”).

Or

1. I, the undersigned [...] (full name), son/daughter of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/identity Card no. [...] issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), citizen of [...] (country), born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (Country - city - street - postcode), acting in my capacity as joint representative legally authorised to this effect by the legal persons referred to below, hereby declare that the said legal persons are interested in jointly participating in the tender procedure for the sale of a property owned by HPPC in the area of Skaramagkas Shipyards and, having set up a consortium to this effect (the “**Consortium**”), submit this solemn declaration pursuant to the terms of the relevant call for tenders launched by Hellenic Public Properties S.A. (“**HPPC**”), on 10.12.2020 (the “**Call for Tenders**”).

The legal persons referred to below have set up a Consortium as follows:

i. Consortium Members:

a) [...] (corporate name in full), which was set up in accordance with the laws of [...] (country), with company registration number [...], having its registered offices in [...] (country - city - street - postcode), with [...] (country) taxpayer registration number [...], which owns ...% (participation percentage) in the Consortium.

b) [...] (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. [...], which owns ...% (participation percentage) in the Consortium.

c) [...]

Total: 100%

ii. [...] (corporate name in full) has been appointed Lead Member of the Consortium, owns [...] % and is authorised to represent and bind the Consortium throughout the Tender Procedure in relation to all matters involving the Tender Procedure and the Transaction.

Capitalised terms included herein shall have the meaning ascribed to them in the Call for Tenders.

Furthermore, I/we hereby declare that:

- i.** the Consortium and each Consortium Member unreservedly accept the terms and conditions of the Call for Tenders;
- ii.** the Consortium and each Consortium Member act on own behalf and not as representative/intermediary;
- iii.** there are no restrictions preventing the Consortium and each Consortium Member from submitting this solemn declaration;
- iv.** the Board of Directors, the investment committee and/or any other body with equivalent decision-making power of the Consortium Member has consented to the Consortium's and each Consortium Member's response to the Call for Tenders;
- v.** participation in the Tender Procedure takes place at the exclusive risk and expenses of the Consortium and each Consortium Member and participation per se or rejection or cancellation of the Tender Procedure or any phase thereof, for any reason, does not justify in any case any rights to seek indemnity from HPPC or its Advisors;
- vi.** the Consortium and each Consortium Member fully comply with all Personal Situation Criteria, as specified in paragraph 3.5.2.1 of the Call for Tenders;
- vii.** all Consortium Members accept joint and several liability to HPPC for their compliance with the terms of the Tender Procedure;
- viii.** the Consortium consents to the publication of the Bid and its

identity *a posteriori* and

- ix.** I accept and consent to the terms of collection and processing of my personal data in accordance with paragraph 8.5 of the Call for Tenders in my capacity as legal representative/legally authorised representative of the Interested Party.

This declaration may be submitted together with the necessary authorisations, thereby declaring the following:

"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 during the Tender Procedure".

This solemn declaration is accompanied by all necessary supporting documents for participation in the Tender Procedure, as specified in paragraph 4.1/5.1 (as the case may be) of the Call for Tenders.

iv. Individual Interested Parties (Natural Persons)

To: Hellenic Public Properties Company S.A.

Dear Sirs,

- 1.** I, the undersigned [...] (full name), son/daughter of [...] (full father's name) and of [...] (full mother's name), holder of [...] (country) passport/identity Card no. [...] issued by [...] (authority that issued the passport/identity card) on [...] (issue date of passport/ identity card), citizen of [...] (country), born at [...] (place of birth, city and country) on [...] (date of birth), resident at [...] (country - city - street - postcode), hereby declare that I am interested in participating in the tender procedure for the sale of a property owned by HPPC in the area of Skaramagkas Shipyards and to this effect I submit this solemn declaration in compliance with the terms of the relevant call for tenders launched by Hellenic Public Properties S.A. ("**HPPC**"), on 10.12.2020 (the "**Call for Tenders**").

Capitalised terms included herein shall have the meaning ascribed to them in the Call for Tenders.

Furthermore, I hereby declare that:

- i. I unreservedly accept the terms and conditions of the Call for Tenders;
- ii. I act on own behalf and not as representative/intermediary;
- iii. there are no restrictions preventing me from submitting this solemn declaration;
- iv. participation in the Tender Procedure takes place at my exclusive risk and expenses and participation per se or rejection or

cancellation of the Tender Procedure or any phase thereof, for any reason, does not justify in any case any rights to seek indemnity from HPPC or its Advisors;

- v. I fully comply with all Personal Situation Criteria, as specified in paragraph 3.5.2.1 of the Call for Tenders;
- vi. I consent to the publication of the Bid and my identity *a posteriori* and
- vii. I accept and consent to the terms of collection and processing of my personal data pursuant to paragraph 8.5 of the Call for tenders.

This declaration may be submitted together with the necessary authorisations, thereby declaring the following:

"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 during the Tender Procedure".

This solemn declaration is accompanied by all necessary supporting documents for the participation in the Tender Procedure, as provided for in paragraph 4.1/5.1 (as the case may be) of the Call for Tenders.

ANNEX D

Template Declaration of Financial Ability Criteria

To: Hellenic Public Properties Company S.A.

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 with 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, town, street,

- postcode) (in case the company has more than one legal representatives, 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/joint venture [...] (corporate name of Interested Party) (the "**Interested Party**"), I submit this Participation Supporting Document pursuant to the terms of the relevant call for tenders launched by Hellenic Public Properties Company S.A. ("**HPPC**") on 10.12.2020 regarding the sale of a property owned by HPPC in the area of Skaramagkas Shipyards (the "**Call for Tenders**") that the Interested Party fulfils the Financial Ability Criterion under paragraph 3.5.2.2 of the Call for Tenders as follows:

A. Individual Interested Party						
Table A1 - Corporate Entity						
Year	Annual on a stand-alone basis (or on a consolidated basis if this is the case) equity (net worth)	Average annual on a stand-alone basis (or on a consolidated basis if this is the case) equity (net worth) [D]= {[A] + [B] + [C]} / 3	Cash deposits with banks or any other credit institution* [E]	Readily realisable and transferable securities* [F]	Active available credit lines* [G]	Total [D] + [E] + [F] + [G]
	[A]					
	[B]					
	[C]					
* With respect to points [E], [F] and [G], please indicate the issue date of the relevant attestation.						

Table A2 - Private/Institutional Investment Funds					
Year	Committed, non-disbursed and non-invested funds during the financial year preceding the submission date of the Participation Supporting Documents [A]	Cash deposits with a bank or any other credit institution* [B]	Readily realisable and transferable securities** [C]	Active available credit lines** [D]	Total [A] + [B] + [C] + [D]
Upon expiry of year n*					

* Where year **n** means the latest financial year before the submission date of the Participation Supporting Documents.

** With respect to points [B], [C] and [D], please indicate the issue date of the relevant attestation.

Table A3 - Natural Person		
Date*	Details on net personal assets and active available credit lines	Total [A] + [B] + [C]
	Cash deposits with banks or any other credit institution [A]	
	Readily realisable and transferable securities [B]	
	Active available credit lines [C]	

* Issue date of the relevant attestations within the deadlines set in the Call for Tenders.

B. Consortium

Before the Table below is filled out, Tables A1 or A2 or A3 must be filled out for each Consortium Member, depending on whether the Consortium Member is a Corporate Entity, Private/Institutional Investment Fund or Natural Person, with reference to the identity of the Consortium Member in respect of whom they are filled out.

Column	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Consortium Member	Average annual on a stand-alone basis (or on a consolidated basis if this is the case) equity (Corporate Entity)	Committed, non-disbursed and non-invested funds (Private/ Institutional Investment Fund)	Readily realisable and transferable securities	Cash deposits with banks or any other credit institution	Active available credit lines	Participation of Consortium Member as %	Weighted Criteria of Consortium Member $\{(1)+2)+(3)+(4)+(5)\}$ multiplied by (6)
Member A							
Member B							
Member C							
Total						100 %	Total

If an Interested Party or Consortium Member prepares financial statements in a currency other than euro, the Interested Party should convert the necessary amounts in euro and rely on the exchange rate used for the conversion in euro, which must correspond to the exchange rate applicable on the last day of the relevant financial year or in case certificates/bank statements are produced, the exchange rate applying on the date of such certificates/ statements and in any event the exchange rates published by the European Central Bank.

In case of discrepancies between the above table and the financial statements or relevant certificates/statements, the latter shall prevail.

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

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

(signature)

(Authentication of signature)

ANNEX E

i. Template Letter of Guarantee

PARTICIPATION GUARANTEE

TO: HELLENIC PUBLIC PROPERTIES COMPANY S.A. ("HPPC")

LETTER OF GUARANTEE No. FOR AN AMOUNT OF €

(Place & date)

We hereby inform you that we expressly, irrevocably and unreservedly provide this guarantee undertaking several liability as principal debtor for _____ (name and surname or corporate name and address or registered offices of Interested Party) [or in case of Consortium: in favour of the Consortium under the name [*], having its registered office [*] (the "**Consortium**"), and of each member, namely [** list of joint venturers and address/registered offices thereof*] ("**Consortium Members**"), for a sum of EUR _____ (€ _____). Our liability for participating in the open tender procedure _____ (*tender number*) is limited to the aforementioned sum, as well as for every deferral of such procedure, for the sale of the real estate property together with its components and other assets covering a total surface area of 332,137.34 m² within the area of Skaramagkas Shipyards. This guarantee covers the obligations of the party for whom the guarantee has been provided arising from its participation in this tender procedure throughout the time it is valid.

We keep the above-mentioned amount at your disposal and it will be paid to you in full or in part, according to your instructions, without any objection or plea on our part, and without inquiry as to whether your claim is lawful or well-founded, within three (3) business days from your written notification, waiving expressly and unreservedly any objections of division and excussion, the right to raise against you all objections of primary debtor, even non-personal ones, and in particular any other pleas pursuant to articles 852-856, 862-864 and 866-869 of the Greek Civil Code, as well as any and all other rights deriving from the above articles. No authorisation, action or consent on behalf of the party for whom this guarantee has been provided shall be required for the payment of said guarantee, nor shall any plea or reservation entered, or recourse to arbitration or courts by it, requesting non-forfeiture of the letter of guarantee or that it be subject to court sequestration be taken into account.

[In case of Consortium, the following shall be added: "This guarantee covers joint and several liability of all Consortium Members as per above.]This guarantee is issued based on HPPC Call for Tenders of 10.12.2020. It shall remain in effect until this letter of guarantee is returned to us or until we receive your written statement that you discharge us from such guarantee and, in any event, for a period of three hundred sixty-five (365) days from _____. It can be extended by a simple written statement of HPPC to us for an additional period of up to one hundred eighty (180) days following the lapse of which (initial period and any extension) - and provided you do not notify us of any written statement on forfeiture of the guarantee - we are released from any liability arising from this letter of guarantee.

We hereby confirm that all the valid guarantee letters issued by our Bank to the State, bodies governed by public law and bodies governed by private law, including this one, do not exceed the limit set by law for our Bank.

The courts of Athens shall be competent for any disputes which may arise under this Agreement and the laws of Greece shall be applicable.

ii. TRANSACTION LETTER OF GUARANTEE

TO: HELLENIC PUBLIC PROPERTIES COMPANY S.A. ("HPPC")

LETTER OF GUARANTEE No. FOR AN AMOUNT OF €

(Place & date)

We hereby inform you that we expressly, irrevocably and unreservedly provide this guarantee undertaking several liability as principal debtor for _____ (name and surname or corporate name and address of Highest Bidder) (or in case of Consortium: in favour of the Consortium under the name [*], having its registered office [*] (the "**Consortium**"), and of each member, namely [* *list of joint venturers and address/registered offices thereof*] ("**Consortium Members**"), for a sum of EUR _____ (€ _____). Our liability for signing the Sale and Purchase Agreement, for the sale of the real estate property together with its components and other assets covering a total surface area of 332,137.34 m² within the area of Skaramagkas Shipyards is limited to the aforementioned sum. This guarantee covers the obligations of the party for whom the guarantee has been provided arising from its appointment as Final Highest Bidder in this tender throughout the time it is valid.

We keep the above-mentioned amount at your disposal and it will be paid to you in full or in part, according to your instructions, without any objection or plea on our part, and without inquiry as to whether your claim is lawful or well-founded, within three (3) business days from your written notification,

waiving expressly and unreservedly any objections of division and excussion, the right to raise against you all objections of primary debtor, even non-personal ones, and in particular any other pleas pursuant to articles 852-856, 862-864 and 866-869 of the Greek Civil Code, as well as any and all other rights deriving from the above articles. No authorisation, action or consent on behalf of the party for whom this guarantee has been provided shall be required for the payment of said guarantee, nor shall any plea or reservation entered, or recourse to arbitration or courts by it, requesting non-forfeiture of the letter of guarantee or that it be subject to court sequestration be taken into account.

[In case of Consortium, the following shall be added: "This guarantee covers joint and several liability of all Consortium Members as per above.]

This guarantee is issued based on HPPC Call for Tenders of 10.12.2020 on appointment of the person for whom the guarantee is provided as Final Highest Bidder. It shall remain in effect until this letter of guarantee is returned to us or until we receive your written statement that you discharge us from such guarantee and, in any event, for a period of three hundred sixty-five (365) days from today. It can be extended for an additional period of up to one hundred eighty (180) days upon simple written request of HPPC which we must receive before the lapse of the initial duration of this guarantee, following the lapse of which (initial period and any extension) - and provided you do not notify us of any written statement on forfeiture of the guarantee - we are released from any liability arising from this letter of guarantee.

We hereby confirm that all the valid guarantee letters issued by our Bank to the State, bodies governed by public law and bodies governed by private law, including this one, do not exceed the limit set by law for our Bank.

The courts of Athens shall be competent for any disputes which may arise under this Agreement and the laws of Greece shall be applicable.

ANNEX F

Solemn declaration on submission of Final Highest Bidder

Certificates

[Date]

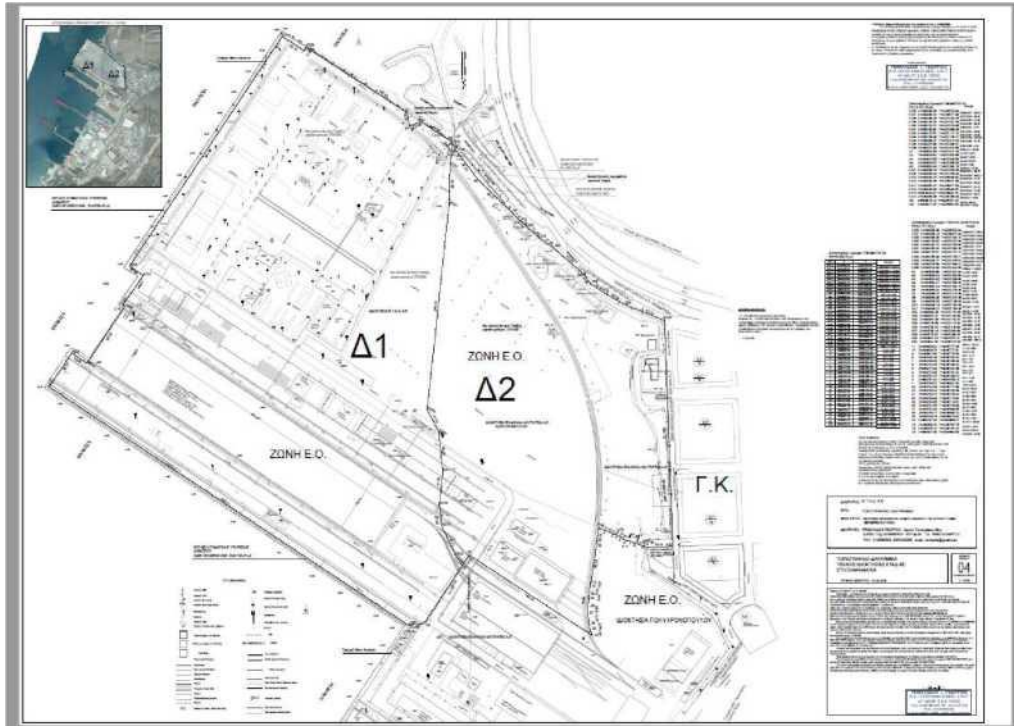
To: HELLENIC PUBLIC PROPERTIES COMPANY S.A. ("**HPPC**")

I, the undersigned [...], son/daughter of [...] (*father's name*) and (*mother's name*), holder of police ID card no. [...], issued by [...] (*Issuing authority*) on [...] (*date of issue*), born at [...] (*place of birth, city and country*) on [...] (*date of birth*), resident of [...] (*country - city - street - postcode*), acting in my capacity as legal representative of the legal person under the name [...], having its registered offices in [...] (*country - city - street - postcode*), with taxpayer registration number [...] and company registration number [...], hereby declare, in relation to the open tender with identifier Q110046 (the "**Tender**"), which was launched by HPPC for the sale of a real estate property together with its components and other assets with a total surface area of 332,137.34 m² within Skaramagkas Shipyards (the "**Property**") and in compliance with the rules specified in the call for tenders dated [10.12.2020] (the "**Call for Tenders Document**") issued by HPPC, that the company under the name [...]:

- i. Is fully aware of and unreservedly accepts all Tender terms, has taken into account the information uploaded on the VDR, is fully aware of the actual and legal status of the Property, which it has examined using all necessary and appropriate measures, and which it fully and unreservedly accepts, given that it participates in the Tender at its own will and responsibility, in the condition in which the Property currently is (as is) and
- ii. In case it is appointed Final Highest Bidder, it will produce the relevant certificates (as laid down in paragraph 7.3 of the Call for Tenders Document) within thirty (30) business days from its appointment.

ANNEX G

Survey diagram



ANNEX H

List of Excluded Equipment

Table 1	
Mobile shipping and mechanical equipment Permanent Tank. No.	
No.	Description of equipment
1.	MAN 1001 Crane (Northern Side)
2.	KOCKS Crane 120T (Northern Side)
3.	KOCKS Crane 15T (Southern Side)
4.	Duct covers
5.	Main pumps
6.	Stripping pumps
7.	Fire pumps
8.	High pressure pump (300 bar) to meet ship needs
9.	Five (5) electric transformers with an output of: 1600 KVA (Each), Electrical substation 1
10.	Medium and Low Voltage switchboards, electrical substation 1
11.	One (1) electric transformer with an output of: 1600 KVA, electrical substation G
12.	Medium and Low Voltage switchboards, electric substation G
13.	One (1) electric transformer with an output of: 1600 KVA, electrical substation H
14.	Medium and Low Voltage switchboards, electrical substation H
15.	Instruments and control panels M.Δ. No. 5
16.	Power supply electrical equipment on board ships within shafts
17.	Three electric-driven air compressors of 2000 cfm each
18.	One compressed air dryer
19.	One (1) ALFA-LAVAL exchanger (Heat Plate Exchanger)
20.	Circulating pumps and pipelines of air compressor cooling closed
21.	Valve blade
22.	Horizontal winch
23.	Winches and wire ropes - Ship traction systems
24.	Blocks
25.	Pump station suction grates
26.	Water run-off duct steel covers

Table 2	
Mobile shipping and mechanical equipment for Pier no. 3	
No.	Description of equipment
1.	KOCKS 15T Crane
2.	STOTHERT & PITT 50T Cranes
3.	Duct covers
4.	Power supply electrical equipment on board ships (within shafts at the pier)

Table 3	
Mobile shipping and mechanical equipment for preparatory area	
No.	Description of equipment
1.	Four (4) electric gantries on rails
2.	Six (6) mobile hangars on rails
3.	Gantries on rails within hangars
4.	Prefabrication steel benches
5.	Power supply electrical equipment on board ships (within shafts)