



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

**INVITATION FOR EXPRESSION OF INTEREST TO ACT AS LEGAL ADVISOR ON GREEK
LAW TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND IN CONNECTION WITH
HRADF'S PARTICIPATION IN HELLENIC PETROLEUM S.A.**

Athens, 5 December 2017

1. Introduction

1.1. Pursuant to:

- i. the provisions of the Law 3986/2011 on "Emergency Implementation Measures for the Medium-Term Fiscal Strategy Framework 2012-2015" (Government Gazette A'/151/2011), the Hellenic Republic Asset Development Fund SA (hereinafter the "**HRADF**" of the "**Fund**") was established with the sole object of developing assets of the Hellenic Republic, as included in the Privatisation Programme,
- ii. the provisions of the updated Asset Development Plan of the HRADF, which was endorsed by the Governmental Council of Economic Policy with its decision no 63/17.05.2017,
- iii. the decision by the Board of Directors of the Fund on 29.11.2017 regarding the present Invitation for Expression of Interest,
- iv. the provisions of decision 206/25.04.2012 of the Interministerial Committee of Assets Restructuring and Privatisations , by virtue of which 108,430,304 shares in Hellenic Petroleum S.A. (the "Company" or "HELPE"), representing a 35.477% shareholding in HELPE, owned by the Hellenic Republic (the "HR"), were transferred to the HRADF, within the context of implementation of the Privatisation Programme of the Hellenic Republic.
- v. the provisions of the Procurement Regulation of the HRADF (hereinafter referred to as the "**Procurement Regulation**"), as amended and codified by the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette 476/B'/2014),

the current Privatisation Programme of the Fund foresees the further privatisation of the Fund's shareholding in HELPE (the "**Transaction**"), as described further below.

1.2. Within the framework of the Transaction, the Fund is seeking to engage a reputable law firm in Greece to act as legal counsel on Greek law matters (the “**Advisor**”) with transactional and regulatory experience in M&A and capital markets transactions, including experience in the Oil & Gas sector, and in particular, experience in transactions where the transfer of shares is subject to restrictions in, or otherwise governed by, a shareholders’ agreement and to provide legal advisory services to the Fund in connection with the Transaction as to matters of Greek law. The Advisor is expected to offer legal services of the highest quality and experience, covering the entire range of Greek law issues (including, as applicable, EU law) that are related to the Transaction, irrespectively of the proposed structure of the Transaction to be adopted (the “**Services**”), and to coordinate with the Fund's international legal counsel with respect thereto.

2. Scope of Work

The assignment will include two phases, Phase I and Phase II. Within the context of the assignment, the Advisor is expected to provide *inter alia* the following:

2.1. Phase I

In collaboration with the other professional advisors of the Fund, the Advisor is expected to undertake a comprehensive review and assessment (from a Greek law and EU law legal and regulatory perspective) of the strategic and structural options available to HRADF with respect to the privatisation of HRADF’s shareholding in the Company. The review is expected to be concluded with the submission of a recommendation to the HRADF’s Board of Directors and Council of Experts as to the optimal form of Transaction to be pursued by HRADF. The recommendation shall be complemented by a full assessment of all of the Greek and EU legal aspects to be considered in connection with implementation of the proposed Transaction and a list of the required transaction documents.

All of the actions and activities set out below are limited to matters of Greek law and, as applicable, European Union law.

During Phase I, the Advisor shall *inter alia*:

- i. Review and assess the regulatory and contractual obligations that may affect the Fund’s ability to undertake the Transaction;
- ii. Review and assess the structuring alternatives for the Transaction in coordination with the financial and/or other professional advisors of the Fund, taking into consideration

- the Fund's corporate and shareholding structure, corporate participations, existing shareholders' agreements and/or other relevant legal arrangements;
- iii. Provide advice in connection with specific aspects of a potential capital markets transaction;
 - iv. Review and assess any material legal and regulatory obligations or potential legal and regulatory issues that may arise as a result of the structure of the Transaction;
 - v. Review and assess any legal and regulatory requirements relevant to the Transaction, as well as any requirements that may be imposed by regulatory or state authorities, depending on the final structure of the Transaction;
 - vi. Review and assess the selection and award process to be implemented, under the proposed transaction structure, in line with the prevailing regulatory framework and the legal practices in Greece and in the EU, as necessary;
 - vii. Identify and assess potential legal and regulatory issues that may have an impact on the structuring and on the execution of the Transaction, advise on legal or regulatory amendments that might be deemed necessary and prepare a legal report focusing on issues and findings that may have an impact on the execution of the proposed transaction and the transaction documents to be drafted;
 - viii. In coordination with the Fund's other legal advisors, provide advice with respect to specific aspects of the process for, and contents of, communications and meetings with potential investors and their professional advisors and review and assess proposals of potential investors;
 - ix. In coordination with the Fund's other legal advisors, provide advice with respect to specific aspects of the process for, and contents of, communications and meetings of the Fund with other shareholders of HELPE and/or their professional advisors;
 - x. Identify and assess key legal and regulatory requirements for the implementation of the recommended Transaction and advise on the appropriate legal approach on key aspects of the Transaction in terms of structure, process and execution, and provide customary legal opinions as deemed necessary by the Fund;
 - xi. In cooperation with the other advisors of the Fund, liaise with the relevant competent regulatory bodies, assist in analysing and examining the legal implications of any possible issues relating to capital markets and/or competition, state aid and/or other legal issues identified and advise on their resolution;
 - xii. Assist in the preparation and drafting of any required filing(s)/notification(s) to the competent authority, depending on the final structure of the Transaction; and

- xiii. In collaboration with all other legal and professional advisors of the Fund, prepare and deliver to the Fund a report that will include a full and complete review and assessment of all material legal and regulatory issues and obligations arising in respect of the options considered for purposes of executing the Transaction.

Upon the Fund's request, the final recommendation and advice by the Fund's advisors shall be addressed and presented (in the form of a comprehensive written report and presentation) to the Fund's Board of Directors and Council of Experts.

2.2. During Phase II:

All of the actions and activities set out below are limited to matters of Greek law and, as applicable, European Union law.

Following a formal approval by the Fund's Board of Directors to proceed with the Transaction, and in coordination with other professional advisors of the Fund, the Advisor shall assist and advise the Fund on all legal and regulatory matters arising in connection with the execution of the Transaction, which may include, *inter alia*, the following:

- i. In coordination with the Fund's other professional advisors, advise on and assist in developing and organising all procedures required for the execution of the Transaction taking into consideration the shareholders' agreement in place and/or other pertinent legal arrangements in place that have been identified in Phase I;
- ii. Review any legal and regulatory requirements with regard to the Transaction as they develop, advise and assist the Fund on the resolution of any legal and regulatory issues of the Transaction with reference to structure, process and execution in order to ensure its successful implementation;
- iii. Review, assess and opine, in conjunction with other professional advisors, on the proposals received from potential investors;
- iv. Act as legal counsel to the Fund in connection with a capital markets transaction;
- v. Provide advice on the capital markets transaction structure and timetable as they pertain to Greek and EU law;
- vi. Participate and advise on all communications and meetings with existing shareholders of HELPE and their professional advisors to achieve any required action for the amendment of existing contractual arrangements with regard to HELPE and all communications and meetings with potential investors and their professional advisors (including management presentations), as deemed necessary by the Fund. The legal

- advisor shall liaise, if required, with the legal advisors of HELPE and its other key stakeholders, in the process of reviewing any existing contractual arrangements and negotiate and draft any contract or agreement, including a shareholders' agreement, in the context of the Transaction;
- vii. Assist in the review and preparation of an offering memorandum or other listing/disclosure document and drafting those sections describing aspects of Greek law and EU law, including without limitation, with respect to regulatory, insolvency and tax law;
 - viii. Review and negotiate those provisions of the underwriting agreement which are specific to Greek law and EU law;
 - ix. Review documentation for directors' and shareholders' meetings of the Fund to approve a capital markets transaction and all other documentation relating to the approval of the capital markets transaction by the Fund;
 - x. In coordination with the other professional advisors of the Fund, support the financial advisor and the Fund in organizing and managing the due diligence process as required. Perform a legal due diligence exercise for the purpose of assisting in the review and preparation of documentation and execution of the capital markets transaction, which exercise includes attending management due diligence meetings, following-up on documentary and informational requests, participation in bring-down due diligence exercises prior to key transaction dates, and participation in the verification process of selected key statements/sections in the prospectus, offering memorandum or other listing/disclosure document;
 - xi. In collaboration with the other legal and professional advisors of the Fund, advise on Greek law and EU law aspects of any transaction documentation, as necessary and customary for executing transactions of similar nature to the Transaction, (including, inter alia, invitations for expression of interest, process letters, confidentiality agreements, due diligence reports, offering circular, sale memorandum, head of terms documentation, share purchase agreement, shareholders' agreement, announcements and filings and any other document(s) required for the Transaction).
 - xii. Liaise with the relevant stock exchange and the capital markets authorities as necessary;
 - xiii. Advise on any compliance issues, including, without limitation, any regulatory or enforcement issues;

- xiv. Provide customary legal opinions for an international transaction of this nature, and comment on Greek law opinions received from other counsel who may be involved for other parties (for example, the underwriters);
- xv. Advise on the corporate governance strategy of the Fund and other members of the group in connection with the capital markets transaction and reviewing any corporate governance documentation of (and, as applicable, the constitutive documents of) the Fund and/or, as the case may be, other members of the group;
- xvi. Assist in obtaining any governmental and regulatory consents and approvals necessary for the capital markets transaction;
- xvii. Provide advice and assistance to the Fund in cooperation with other professional advisors of the Fund, in relation to any filings, consents, and clearances, vis-à-vis the competent authorities, as well as the fulfillment and satisfaction of any other conditions precedent necessary for the execution and closing of the Transaction, including any required notifications to competent authorities; and
- xviii. Provide any other legal assistance and service required for the implementation and completion of the Transaction.

3. Duration and Budget

Duration: The duration of the engagement shall be twenty four (24) calendar months or until the consummation of the Transaction, whichever event occurs first.

Budget: The fees for the **Services** shall be based on the hourly rates with reference to the qualification level of the lawyer as per 4.4. In the event that closure of the Transaction is not accomplished within the Duration of the engagement, the Fund maintains the right to continue receiving legal services from the Advisor until closure of the Transaction. In such case, the fees of the Advisor shall be based on the above hourly rates as proposed in the Expression of Interest of the Advisor after applying a discount of 15%.

4. Qualifications and Criteria

The Interested Parties should be able to demonstrate their standing and professional experience in relation to privatisation transactions in general and more specifically transactions similar to the assignment tendered. In particular, the Interested Parties should be able to demonstrate:

4.1. Track Record & Experience: Proof of relevant track record and experience in the provision of expert legal services in relation to privatisations, cross-border M&A and capital markets transactions, including transactions in the Oil & Gas sector, and specialised knowledge, experience and expertise in transactions where the transfer of shares is governed by an existing shareholders' agreement and/or other pertinent legal arrangements in place. The dossier of the Expression of Interest should include a catalogue of all relevant projects in which the Interested Party has participated in the last five (5) years. The Interested Parties should demonstrate that they have the necessary breadth of experience and expertise as well as the resource capabilities in terms of a multidisciplinary team of professionals for rendering the Services (**DOSSIER A'**).

4.2. Project Team: Proposed team composition and its proposed structure, including relevant experience (as per 4.1) of the engagement leader and of the senior members of the team. The engagement leader has to be a practitioner of law for at least fifteen (15) years post qualification. The senior members of the team (at least two) should have at least eight (8) years of law practice post qualification. Expressions of Interest should include CVs of all members of the engagement team. Moreover, a list of all relevant projects proving the experience of the individual members of the team should be submitted and included in the Expression of Interest. The suggested engagement leader and senior members of the project team shall remain the same and may only be replaced upon HRADF's prior consent (**DOSSIER B'**).

4.3. Methodological Approach: Interested parties should submit in their proposal a brief description of the proposed approach to the assignment (with respect to both capital markets and M&A transactions) and include an indicative work plan outlining key steps in the process as well as key deliverables, including an indicative timetable. (**DOSSIER C'**).

4.4. Budget: The Dossier should include a detailed budget analysis and structure for the fees, including (a) the proposed by the Interested Party budget that should depict the maximum (capped) amount of fees and expenses for the Duration of the engagement, should be unconditional and without any reservations and (b) the proposed hourly rates per qualification level, in the following manner: (i) partner, (ii) senior associate (more than 8 years of post-qualification experience) and (iii) associate (up to 8 years of post-qualification experience). For reference purpose and only, the Interested Parties should also indicate the standard hourly rates charged per qualification level as described above. Expenses should be calculated and quoted separately at a capped amount. The type of the expenses and their settlement will have to comply with the approved Expense Policy of HRADF (**DOSSIER D'**).

4.5. The Interested parties and each member of their proposed project team must declare in writing that they do not have a conflict of interest, as well as that they do not have any relationship of economic or of any other nature with the Company and the Group of Paneuropean Oil and Industrial Holdings and that they are not retained by the latter or any of their affiliates. Such declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the engagement of the Advisor with HRADF.

4.6. The Interested Parties must meet all the qualifications as described above under 4.1 through 4.5. Interested Parties who fail to submit their Expressions of Interest fully compliant to the qualifications required under 4.1 through 4.5 of this Invitation shall be disqualified from the Tender.

4.7. The Advisor must observe and abide by the rules provided for in art. 7 of the Law 3049/2002 and in particular their professional code of conduct and the relevant confidentiality rules, even after the conclusion of their engagement.

5. Selection Process

5.1. The assignment will be awarded in accordance with the provisions of the Law 3986/2011 and article 2.4 of the Procurement Regulation of HRADF, as in force.

5.2. The Interested Parties are assessed and evaluated in accordance with the table below. The tender will be awarded at the Interested Party with the highest score.

5.3. The Interested Parties are evaluated on the basis of the following criteria and their respective weighting:

Criterion	Weighting
Track Record & Experience - DOSSIER A'	25%
Project Team - DOSSIER B'	30%
Methodological Approach - DOSSIER C'	5%
Budget - DOSSIER D'	
(a) Weighted Hourly Rate	20%
(b) Proposed Budget	20%

The Weighted Hourly Rate will be calculated as the weighted average of the proposed hourly rates per qualification level, as described under 4.4, multiplied by the corresponding weightings, as provided in the table below;

Qualification Level	Weighting
Partner	30%
Senior Associate	40%
Associate	30%

The weightings reflect the anticipated involvement of the various qualification levels of the engaged lawyer. The Weighted Hourly Rate for each Expression of Interest will be calculated by applying the following mathematic formula;

Weighted Hourly Rate = [(Hourly Rate for Partner x 30%) + (Hourly Rate for Senior Associate x 40%) + (Hourly Rate for Associate x 30%)]

5.4. HRADF may request additional documents and/or clarifications and/or information from the Interested Parties in connection with any issue related to their Expression of Interest, as deemed necessary.

5.5. The Expressions of Interest, consisting of DOSSIERS A', B, C' and D', the declarations confirming the absence of any conflict of interest and any other supporting documentation which proves the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted **only electronically** by e-mail at the e-mail address: info@hraf.gr (for the attention of Mr. Yiannis Zapantis), marked **"HELPE S.A.: INVITATION FOR EXPRESSION OF INTEREST FOR LEGAL ADVISOR ON GREEK LAW"**.

5.6. DOSSIER D' must be protected with a password; if not, the Interested Party shall be automatically disqualified. Following the assessment of DOSSIERS A', B', C', and provided that the declarations confirming the absence of any conflict of interest are included, **only** the Interested Parties which comply with the requirements under para. 4.6 (regarding DOSSIERS A', B' and C') will be invited via e-mail to send the password for DOSSIER D'. The Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of DOSSIER D', the Interested Parties (invited to send the password for DOSSIER D') will be notified about the outcome of the process.

5.7. The Expressions of Interest are submitted electronically **no later than 15 January 2017, 17:00, Athens time**. Expressions of Interest submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In the case of a late receipt, the Expression of Interest shall not be evaluated.

5.8. HRADF reserves the right to enter into discussions and negotiations with the Interested Party with the highest score in the evaluation for the improvement of its financial offer, prior to the final award of the assignment.

6. Terms and Conditions

6.1. The Expressions of Interest to be submitted and this Invitation, as well as the Advisor's engagement letter for the Transaction, are governed by and construed in accordance with the laws of the HR, taking also into consideration the prevailing market's levels, the practice of HRADF and its internal policy, including terms and conditions customary in the circumstances.

6.2. The Interested Parties accept hereby the approved expenses policy of HRADF on the reimbursement of the expenses of its Advisors.

6.3. HRADF or any of its advisors, or agents, or employees, or officers is not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Invitation. No person acquires against HRADF and its officers, agents, employees and officers, or the Hellenic Corporation of Assets and Participations (HCAP) or the Advisors, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Invitation and/or the Expression of Interest and/or the participation in the Tender. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Invitation and the Tender Process in general.

6.4. The Fund reserves the right to amend the engagement with the Advisor in order to include complementary services that shall be deemed required and cannot be identified today, but shall prove to be of real importance for the engagement and their separation from the engagement would cause a significant problem or delay for the Transaction or services that shall be deemed absolutely necessary for the completion of the Transaction.

6.5. HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the process, without incurring any liability whatsoever as against any participant and/or any third party.

6.6. Any dispute arising under, or out of, or in connection with the present Invitation including the Expressions of Interest submitted and the Advisor's engagement letter for the Transaction, shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.