

Request for Proposals

For the acquisition of real rights and rights of use on real estate properties with development potential as
Boutique Hotels

Athens, 1 July 2014



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND



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1 Definitions

For the purposes of this Request for Proposal the capitalized terms shall have the meaning ascribed to them below:

«**Additional Contract(s)**» means the contract(s) to be signed before a notary public selected by the Fund between the Preferred Investor and the Fund for the acquisition of full ownership on part of the Xenia Tsagarada, in accordance with paragraph 3.2 below.

«**Advisers**» means the Financial Advisers, the Legal Adviser and the Technical Advisers of the Fund for the Tender Process.

«**Agia Eleousa Sanatorium**» means the building of the former "Frederica Sanatorium of Saint Eleousa" ("Sanatorio Friderikis tis Agias Eleousas") with total built area 708.60 sq.m., as described in Annex I hereto, which is situated in the Peripheral Unit of Rhodes, in the village of Eleousa, Municipality of Rhodes.

«**Annex**» means any of the annexes to this Request for Proposals, as mentioned in paragraph 2.8 below.

«**Awarding Documents**» means the documents submitted by the Preferred Investor following his nomination, so as to confirm his compliance with the Eligibility Criteria, as provided for in paragraph 7.7 herein.

«**Candidate**» means an Interested Party who submits a Proposal in the Tender Process.

«**Confidentiality Undertaking**» means the confidentiality undertaking to be signed by an Interested Party in order to have access to the VDR in accordance with paragraph 4.2 below.

«**Contract(s)**» means the contract(s) to be signed before a notary public selected by the Fund between the Preferred Investor(s) and the Fund in relation to the Transaction, in accordance with paragraph 8 below. A separate Contract shall be signed for each one of the Properties.

«**Draft Contract(s)**» means the draft contract(s) in relation to the Transaction to be released by the Fund, containing the main terms of each Transaction, as posted on the VDR for the submission of comments by Interested Parties.



«**Eligibility Criteria**» means the criteria stated in paragraph 5.1 below, which are required to be met in order for an Interested Party to be eligible to participate in the Tender Process.

«**Eligible Institution**» means a credit institution lawfully operating in Greece or in any other Member State of the European Union (EU), the European Economic Area (EEA) or the Organization for Economic Cooperation and Development (OECD), as well as any credit institution which is evaluated of investment grade by Standard & Poor's, Moody's or Fitch.

«**Eligible Investor**» means a Candidate who passed successfully the examination of Folder A and has qualified for the second stage of the evaluation of Proposals as per paragraph 7.2 below.

«**Evangelinaki Mansion**» means the land plot 510,00 sq.m. of total surface with all its components, appendages and appurtenances (including the buildings – traditional guesthouse), as described in Annex I hereto, which is situated in the Peripheral Unit of Magnesia, in the village of Milies, Municipality of South Pelion.

«**Final Draft Contract(s)**» means the final and binding text of the Contract(s), which will be uploaded on the VDR, following the procedure set out in paragraph 4.5 below.

«**Financial Advisers**» means the financial advisers of the Fund in the Tender Process, namely the National Bank of Greece S.A. and NBG Securities S.A.

«**Financial Consideration**» means the total amount in Euro offered by a Candidate as per his Financial Offer.

«**Financial Offer**» means the financial bid submitted by any Candidate, in accordance with paragraph 6.2 (i) below. The Financial Offer submitted for a Property to be exploited by way of sale of ownership includes the offered Financial Consideration for the acquisition of ownership on the Property. The Financial Offer submitted for a Property to be exploited by way of establishment and transfer of the Right of Surface includes the offered Financial Consideration for the acquisition of the Right of Surface on the Property. Especially, the Financial Offer for Xenia Tsagarada shall cover both the acquisition of the Right of Surface for 99 years and the subsequent acquisition of full ownership on part of Xenia Tsagarada, as it will be provided for in the respective Final Draft Contract. The Financial Offer submitted for a Property to be exploited by way of lease includes the offered annual Rental.

«**Folder A**» means a sealed envelope containing the documents to be submitted by the Candidates in accordance with paragraph 6.1.



«**Folder B**» means a sealed envelope containing the documents to be submitted by the Candidates in accordance with paragraph 6.2.

«**Fund**» means the Hellenic Republic Asset Development Fund Société Anonyme, incorporated under Law 3986/2011 (Government Gazette A 152/1.7.2011), which is the contracting authority for the Tender Process.

«**Government Gazette**» means the Hellenic Republic Government Gazette.

«**Guarantee Deposit**» means the deposit of a specific amount by a Candidate in a bank account of the Fund, as guarantee for compliance with the obligations arising from the Candidate's participation in the Tender Process, as specified in paragraph 6.1 (i).

«**Guaranteed Funding Letter**» means the letter of support by one or more Eligible Institutions submitted by a Candidate, in accordance with paragraph 6.2 (ii).

«**Interested Party**» means any natural person or legal entity, consortium or joint venture interested in participating in the Tender Process.

«**Legal Adviser**» means the legal adviser of the Fund in the Tender Process, namely KLC Law Firm.

«**Mana Sanatorium**» means the land plot 6.874 sq.m. of surface and the building of the homonymous old sanatorium thereupon, as described in Annex I hereto, which is situated in the Peripheral Unit of Arcadia, at the location "Korfoxia Magoulianon", Municipality of Gortynia.

«**Mousli Mansion**» means the land plot 453,00 sq.m. of total surface with all its components, appendages and appurtenances (including the buildings – traditional guesthouse), as described in Annex I hereto, which is situated in the Peripheral Unit of Magnesia, in the village of Makrynitsa, Pelion, Municipality of Volos.

«**Official Translation**» means the accurate translation, certified as such by a competent judicial or administrative authority or a lawyer or a certified translator, authorized to issue certified translations in accordance with the laws of his country of establishment, or by the Translations Department of the Greek Ministry of Foreign Affairs or by a Greek lawyer.

«**Participation Letter(s) of Guarantee**» means the letter(s) of guarantee for the participation of a Candidate in the Tender Process, issued by one or more Eligible Institutions, in accordance with paragraph 6.1 (i) below.



«**Preferred Investor(s)**» means the Eligible Investor(s) who will be nominated by the Fund following the process specified in paragraph 7.5 below. A Preferred Investor shall be nominated for each one of the Properties.

«**Process Agent**» means the person appointed by a Candidate as competent to send and receive communications between such Candidate and the Fund. The Representatives of the Candidates may act as Process Agents as well.

«**Property**» means any and all of: (1) the real estate property “Evangelinaki Mansion”, as defined above; (2) the real estate property “Mousli Mansion”, as defined above; (3) the real estate property “Xiradaki Mansion”, as defined below; (4) the real estate property “Xenia Andros”, as defined below; (5) the real estate property “Xenia Vytina”, as defined below; (6) the real estate property “Xenia Edessa”, as defined below; (7) the real estate property “Xenia Thasos”, as defined below; (8) the real estate property “Xenia Kozani”, as defined below; (9) the real estate property “Xenia Komotini”, as defined below; (10) the real estate property “Xenia Platamonas”, as defined below; (11) the real estate property “Xenia Tsagarada”, as defined below; (12) the real estate property “Agia Eleousa Sanatorium”, as defined above; (13) the real estate property “Mana Sanatorium”, as defined above; (14) the real estate property “Villa de Vecchi”, as defined below.

«**Proposal**» means a sealed envelope containing Folder A and Folder B, including all information and documents submitted by a Candidate under the terms and conditions of this Request for Proposals for the purposes of participation in the Tender Process.

«**Ranking Table**» means the ranking list of the Eligible Investors, to be drawn in accordance with paragraph 7.4 (iii) below and to be approved by the Board of Directors of the Fund.

«**Rental**» means the annual amount to be paid by the Preferred Investor in exchange for a Property to be exploited by way of lease, in accordance with the table of paragraph 2.6 herein, as it will be stated in the Final Draft Contract.

«**Representative**» means the legal representative of a Candidate or the person duly authorized to represent the Candidate, as appointed in accordance with the law or in the case of legal entities according to the relevant articles of association and/or the corporate documentation and the laws of the country of establishment of such Candidate.

«**Request for Proposals**» means the present document, which sets out the terms, conditions and procedure for the Tender Process.



«**Right of Surface**» means the right *in rem* of a natural person or legal entity, to build on public real estate property and exercise on such building the powers arising from the right of ownership, as per articles 18 – 26 of Law 3986/2011, as in force, to be established in the present case for a period of ninety nine (99) years.

«**Technical Advisers**» means the technical advisers of the Fund in the Tender Process, namely Savills Hellas Limited, ASPA S.A. and Planet S.A.

«**Tender Process**» means the international public tender process for the exploitation of the Properties by way of acquisition of real rights or rights of use, as applicable, according to the table of paragraph 2.6 herein.

«**Transaction**» means for each one of the Properties, and in accordance with the form of exploitation thereof as per the table of paragraph 2.6, the acquisition of the right of full ownership or the acquisition of the Right of Surface, or the lease by the Preferred Investor(s) in exchange of payment of the Financial Consideration to the Fund, as it will be stated in the respective Final Draft Contract.

«**Transaction Down Payment**» means the deposit of a specific amount by the Preferred Investor to a bank account of the Fund, as guarantee for the proper completion of the Transaction by the Preferred Investor, as provided for in paragraph 7.6.

«**Transaction Letter(s) of Guarantee**» means the letter(s) of guarantee issued by one or more Eligible Institutions and delivered to the Fund by the Preferred Investor(s), as per paragraph 7.6 below, so as to secure the proper completion of the Transaction by the Preferred Investor.

«**Villa de Vecchi**» means the homonymous building 757 sq.m. of total surface, as described in Annex I hereto, situated at the location “Profitis Elias” in the Municipal Unit of Kameiros, Municipality of Rhodes, Peripheral Unit of Rhodes.

«**VDR**» (**Virtual Data Room**) means the electronic data room in which the Interested Parties will gain access after completing, signing and returning to the Fund the Confidentiality Undertaking and the VDR Terms of Use, in accordance with paragraph 4.2 below.

«**VDR Terms of Use**» means the rules regulating the use of VDR as listed in Annex II.

«**Working Day**» means any day (other than Saturday or Sunday) on which banks in Athens are open for general business.



«**Xenia Andros**» means the land plot 3.423,87 sq.m. of total surface with all its components, appendages and appurtenances, including a building comprising basement, ground floor, 1st and 2nd floor, 2.273 sq.m. of total surface, as described in Annex I hereto, situated in Chora Androu, Municipality of Andros (location “Plakoures”).

«**Xenia Edessa**» means the land plot 7.901,56 sq.m. of total surface with all its components, appendages and appurtenances (including the building of the “XENIA” hotel), as described in Annex I hereto, situated in the Peripheral Unit of Pella, Merarchia Park, 35 Filippou str., Municipality of Edessa.

«**Xenia Kozani**» means the land plot 5.036,15 sq.m. of total surface with all its components, appendages and appurtenances (including the building of the “Xenia Kozani” hotel), as described in Annex I hereto, situated in the Peripheral Unit of Kozani, at the location “Lofos Metamorfosis Sotiros”, Building Block 693, Municipality of Kozani.

«**Xenia Komotini**» means the land plot 18.225 sq.m. of total surface according to the records of the National Cadastre, with all its components, appendages and appurtenances (including the building of the “Xenia Komotini” hotel), as described in Annex I hereto, situated in the Peripheral Unit of Rodopi, 43 Sismanoglou str., Municipality of Komotini.

«**Xenia Platamonas**» means the land plot 7.043 sq.m. of total surface with all its components, appendages and appurtenances (including the building of the “Xenia Platamonas” hotel), as described in Annex I hereto, situated in the Peripheral Unit of Pieria, Municipality of Dion - Olympus, 405th km (from Athens) of the highway Patra-Athens-Thessaloniki-Evzonoi (PATHE) of the National Road Network.

«**Xenia Thasos**» means the land plot 3.056,50 sq.m. of total surface according to the acquisition titles with all its components, appendages and appurtenances (including the building of the hotel “Xenia Limena Thasos”), as described in Annex I hereto, situated in the Peripheral Unit of Kavala, at the location Limenas Thasos, Municipality of Thasos.

«**Xenia Vytina**» means the land plot 37.534,00 sq.m. of surface with all its components, appendages and appurtenances, including the building of the “Xenia Vytina” hotel, as described in Annex I hereto, which is situated in the Peripheral Unit of Arcadia, at the location “Kampea” or “Kaminia” of the former community of Kato Magoulia of the Municipality of Vytina, and currently Municipality of Gortynia.



«**Xenia Tsagarada**» means the land plot 14.676 sq.m. of total surface, with all its components, appendages, appurtenances and buildings thereupon, as described in Annex I hereto, situated in Aghia Paraskevi – Tsagarada, Municipality of Zagora - Mouresiou.

«**Xiradaki Mansion**» means the land plot 738,30 sq.m. of total surface with all its components, appendages and appurtenances (including the buildings – traditional guesthouse), as described in Annex I hereto, situated in the Peripheral Unit of Magnesia, in the village of Makrynitsa, Pelion, Municipality of Volos.

2 Introduction

- 2.1 The “Hellenic Republic Asset Development Fund Société Anonyme” (“HRADF”, or the “Fund”) is a société anonyme incorporated under Law 3986/2011 (the “Fund Law”) (Government Gazette A’ 152/01.07.2011), the entire share capital of which is owned and controlled by the Hellenic Republic.
- 2.2 The HRADF is established with the scope to develop and exploit the assets of the Hellenic Republic, as well as assets of public law legal entities or public companies, the share capital of which is fully owned, directly or indirectly, by the Hellenic Republic or public law legal entities.
- 2.3 Pursuant to article 2 par. 5 of the Fund Law all the assets to be developed and exploited by the Fund as per the Fund Law are to be transferred to the Fund by virtue of a relevant decision of the Inter-ministerial Committee for Asset Restructuring and Privatizations (the “ICARP”).
- 2.4 The Properties were transferred to the full ownership, possession and occupation of the Fund by virtue of the decisions of the ICARP mentioned below, pursuant to article 2 par. 4 and 5 of Law 3986/2011, as currently in force.

| No. | PROPERTY | ICARP DECISION |
|-----|----------------------|---|
| 1 | Evangelinaki Mansion | par. 9 of the ICARP decision no. 244/19.11.2013 (Government Gazette B’ 3025/28.11/2013) |
| 2 | Mousli Mansion | par. 10 of the ICARP decision no. 244/19.11.2013 (Government Gazette B’ 3025/28.11/2013) |
| 3 | Xiradaki Mansion | par. 8 of the ICARP decision no. 244/19.11.2013 (Government Gazette B’ 3025/28.11/2013) |



| | | |
|----|-------------------------|--|
| 4 | Xenia Andros | par. Δ1 of the ICARP decision no. 224/5.11.2012 (Government Gazette B' 3006/12.11.2012) |
| 5 | Xenia Vytina | par. 18 of the ICARP decision no. 234/24.4.2013 (Government Gazette B' 1020/25.4.2013) |
| 6 | Xenia Edessa | par. 5 of the ICARP decision no. 244/19.11.2013 (Government Gazette B' 3025/28.11/2013) |
| 7 | Xenia Thasos | par. 1 of the ICARP decision no. 244/19.11.2013 (Government Gazette B' 3025/28.11/2013) |
| 8 | Xenia Kozani | par. 3 of the ICARP decision no. 244/19.11.2013 (Government Gazette B' 3025/28.11/2013) |
| 9 | Xenia Komotini | par. 4 of the ICARP decision no. 243/7.11.2013 (Government Gazette B' 2883/14.11.2013) |
| 10 | Xenia Platamonas | par. 1 of the ICARP decision no. 247/4-3-2014 (Government Gazette B' 571/7-3-2014) |
| 11 | Xenia Tsagarada | par. Δ2 of the ICARP decision no. 224/5.11.2012 (Government Gazette B' 3006/12.11.2012) |
| 12 | Agia Eleousa Sanatorium | par. 12 of the ICARP decision no. 243/7.11.2013 (Government Gazette B' 2883/14.11.2013) |
| 13 | Mana Sanatorium | par. 29 no. 45 of the ICARP decision no. 243/7.11.2013 (Government Gazette B' 2883/14.11.2013) |
| 14 | Villa de Vecchi | par. 17 no. 47 of the ICARP decision no. 234/24.4.2013 (Government Gazette B' 1020/25.4.2013) |

2.5 The Fund has decided to proceed with the conduct of an international tender, as it is described in this Request for Proposals, for the selection of Preferred Investor(s), who will conclude the Transaction by virtue of the Contract(s). The Tender Process consists of fourteen (14) independent tender processes, one for each of the Properties. The progress and the outcome of the Tender Process as regards any one of the Properties shall not affect the Tender Process for the other Properties to which this Request for Proposals refers.

2.6 The exploitation for each one of the Properties is anticipated to take place in the form of operation of a "Boutique Hotel" unit and/or the development of touristic -



secondary residencies and/or other infrastructure, as applicable, in accordance with the land uses and the building terms and restrictions applicable on each Property. The form of exploitation for each one of the Properties is defined in the table below:

| No. | PROPERTY | FORM OF EXPLOITATION |
|-----|-------------------------|---|
| 1 | Evangelinaki Mansion | Sale of ownership |
| 2 | Mousli Mansion | Sale of ownership |
| 3 | Xiradaki Mansion | Sale of ownership |
| 4 | Xenia Tsagarada | Establishment and transfer of the Right of Surface for 99 years and subsequent transfer of full ownership on part of the Property |
| 5 | Xenia Andros | Establishment and transfer of the Right of Surface for 99 years |
| 6 | Xenia Vytina | Establishment and transfer of the Right of Surface for 99 years |
| 7 | Xenia Komotini | Establishment and transfer of the Right of Surface for 99 years |
| 8 | Xenia Platamonas | Establishment and transfer of the Right of Surface for 99 years |
| 9 | Xenia Edessa | Lease for 50 years |
| 10 | Xenia Thasos | Lease for 50 years |
| 11 | Xenia Kozani | Lease for 50 years |
| 12 | Agia Eleousa Sanatorium | Lease for 50 years |
| 13 | Mana Sanatorium | Lease for 50 years |
| 14 | Villa de Vecchi | Lease for 50 years |

2.7 The milestones of the Tender Process are indicated in the table below. Each of these dates are indicative and may change. In any such case, the new dates will be officially announced on the website of the Fund and on the VDR.



| | |
|--------------------------|--|
| 4 July 2014 | VDR opening |
| 4 July 2014 | Posting of the Draft Contract(s) on the VDR |
| 31 July 2014 | Final date for the submission of comments on the Draft Contract(s) and of requests for site visits to the Properties |
| 12 September 2014 | Posting of the Final Draft Contract(s) on the VDR |
| 19 September 2014 | Final date for the submission of questions to the Fund on the Tender Process |
| 30 September 2014 | Final Date for the submission of Proposals |

2.8 All Annexes to this Request for Proposals are an essential part hereof. These are the following: **(a)** Information on the Properties [**Annex I**, including information on each Property], **(b)** VDR Terms of Use [**Annex II**], **(c)** Confidentiality Undertaking Template [**Annex III**], **(d)** Solemn Declaration Template [**Annex IV**] and **(e)** Participation Letter of Guarantee Template [**Annex V**]

2.9 All information about the Properties contained in this Request for Proposals and in the VDR, is aimed to help the Interested Parties to prepare and submit their Proposal. This material is provided for informative purposes only and is indicative and not exhaustive. There is no warranty provided for the accuracy, completeness or adequacy of the material and neither the Fund nor the Advisers shall be held responsible for any inaccuracies, omissions or oversights. The Candidates should conduct their own investigation and analysis of data concerning the Properties, assisted by advisers of their choice.

2.10 The Financial Advisers, the Legal Adviser and the Technical Advisers act as the Fund's Advisers for the Tender Process and the Transaction.

3 Transaction Overview

3.1 Following completion of the Tender Process, by virtue of the Contract(s) and in exchange of the Financial Consideration, as applicable, the Fund (a) will transfer to



the Preferred Investor(s) full ownership on the Property, or (b) will establish in favor of the Preferred Investor(s) the Right of Surface on the Property, or (c) will lease the Property to the Preferred Investor(s), as applicable, in accordance with the form of exploitation specified in the table of paragraph 2.6. A separate Transaction shall be concluded for each one of the Properties. The entire content of the terms and conditions applicable each time on the Transaction shall be stated in detail in the respective Final Draft Contract.

- 3.2 The Preferred Investor who shall acquire the Right of Surface on Xenia Tsagarada shall be entitled to acquire full ownership on part of the Xenia Tsagarada (with the exception of the existing hotel) at a later stage, provided that he proceeds with the repair, renovation and commencement of operation of the hotel existing on such Property, as shall be stated in detail in the respective Final Draft Contract.
- 3.3 The key objective that the Fund wishes to accomplish through the Transaction is to maximize the financial proceeds from the privatization of the Property. It is the Fund's intention to maintain a high degree of transparency throughout the Tender Process and the Transaction.

4 Overview and Description of the Tender Process

4.1 General terms

Through this Request for Proposals the Fund intends to solicit binding offers from investors (natural persons, legal entities, consortia or joint ventures), wishing to participate in the Tender Process.

Following review of this Request for Proposals, Interested Parties are invited to participate in the Tender Process by submitting their Proposal as per paragraphs 4.6, 4.7, 5 and 6 below, accompanied by the documentation specified herein.

Without prejudice to the provisions of paragraph 6.3, the Tender Process shall take place as a separate and independent procedure for each one of the Properties to which this Request for Proposals refers.

The Fund shall review the Proposals and shall evaluate them on the basis of the Eligibility Criteria and the terms outlined in paragraph 7 below, in order to select the Preferred Investor. The selection will be made on the basis of the highest Financial Offer, as specified in paragraph 7.4.

4.2 VDR

Interested Parties will be able, upon payment of an entrance fee of five hundred Euro (€500,00) to the Fund's bank account no. 104/472293-02 - IBAN: GR96 0110 1040 0000 1044 7229 302 - SWIFT CODE: ETHNGRAA, kept with the National Bank of Greece, to receive information regarding the Properties through access to the VDR, where supportive legal and technical documentation and information on the Properties will be made available. In order to have access to the VDR, each Interested Party shall be required to complete, sign and return to the Fund, by submission to the Financial Adviser as per paragraph 4.4: the Confidentiality Undertaking as per Annex III and the VDR Terms of Use as per Annex II of this Request for Proposals, without any amendment whatsoever, as well as the certificate of deposit of the entrance fee in accordance with this paragraph. It is clarified that the entrance fee for the access to the VDR amounts in total to €500, including VAT 23% (€406,51 plus VAT 23%). No VAT shall be charged in case the interested investor (i) is VAT registered in an EU member state (other than Greece) and notifies the respective registration number (VAT/VIES) to HRADF by submission to the Financial Adviser as stated above, or (ii) is established outside the EU.

4.3 Site Visits

Interested Parties shall have the opportunity to visit the Properties upon relevant written request submitted by e-mail to the persons indicated in paragraph 4.4 or via the VDR, in the Greek or in the English language, by no later than 31 July 2014. Separate site visits shall be conducted for each Interested Party who submits a relevant request as stated above, under the supervision of representatives of the HRADF and/or the Advisers. The representatives of the HRADF and/or the Advisers shall not be obliged to answer to questions during the site visits and shall not bear any responsibility or liability for any misrepresentation or false impression or for any error or inaccuracy or omission in the evaluation of the Property by the Interested Parties arising as a result of the site visit. The site visits will be conducted on the basis of the principles of equal treatment, non-discrimination and transparency.

4.4 Clarifications

Interested Parties may submit in writing requests for the provision of clarifications in relation to the Request for Proposals and generally the Tender Process and the Transaction. All communications must be primarily addressed to the Financial



Adviser (National Bank of Greece Group) and to the Legal Adviser and particularly to the following persons:

| | |
|---|---|
| Mr. George Papadakis, NBG Securities S.A. | Mrs. Eleana Pastra, KLC Law Firm |
| Tel: +30 210 7720990 Fax: +30 210 7720969 | Tel: +30 210 7264500 Fax: +30 210 7264510 |
| E-mail: boutiquehotels@nbgsecurities.com | E-mail: boutiquehotels@klclawfirm.com |

The clarification requests may be submitted by e-mail to the persons indicated herein above or via the VDR in the Greek or in the English language and by no later than **19 September 2014**. The Fund will reply to such requests for clarifications in the Greek and/or in the English language, while in case of inconsistency, discrepancy or inaccuracy between the Greek and the English text, the Greek text will prevail, unless explicitly provided otherwise. All such clarifications will be posted on the VDR and will be made available to all Interested Parties, without indicating the Interested Party that submitted the question.

4.5 Comments on the Draft Contract and Finalization

- (i) Interested Parties shall have the opportunity to submit comments on the Draft Contract by no later than **31 July 2014**. The Fund shall post on the VDR the Final Draft Contract, incorporating any comments the Fund chose to accept. The Fund reserves the right to amend the times and dates referred to in this paragraph, at its sole discretion, and to allow further rounds of submission of comments by the Interested Parties; in such case details about these new times and dates and/or further rounds of submission of comments shall be officially announced on the website of the Fund and shall be posted on the VDR.
- (ii) Comments on the Draft Contract shall be submitted by e-mail to:

| | |
|---|---|
| Mr. George Papadakis, NBG Securities S.A. | Mrs. Eleana Pastra, KLC Law Firm |
| Tel: +30 210 7720990 Fax: +30 210 7720969 | Tel: +30 210 7264500 Fax: +30 210 7264510 |
| E-mail: boutiquehotels@nbgsecurities.com | E-mail: boutiquehotels@klclawfirm.com |

Any such e-mail shall have the following attachments:

- (a) A revised version of the Draft Contract (in Microsoft Word file) with all amendments to the Draft Contract made by the Interested Party, marked up, underlined or otherwise pointed out,
- (b) A «clean» version of the Draft Contract (in Microsoft Word file) incorporating all changes to the Draft Contract made by the Interested Party, and
- (c) A separate document (in Microsoft Word or Adobe PDF file), containing the basic grounds and/or sufficient explanation for the essential amendments and comments made by the Interested Party on the Draft Contract.

All three documents under (a), (b) and (c) shall be in the **Greek language**.

- (iii) The Fund may request clarifications on any comments submitted by an Interested Party on the Draft Contract by e-mail, which will be sent to the Representative and/or the Process Agent of the respective Interested Party.
- (iv) The Fund shall accept or reject the comments of the Interested Parties at its sole discretion and reserves the right to make any additions, deletions or amendments to the Draft Contract.
- (v) The terms of the Final Draft Contract, which shall be posted on the VDR by the Fund, shall be binding for all Interested Parties who will submit a Proposal.

4.6 Submission of Proposals

- (i) The submission of the Proposals will take place in accordance with the terms and conditions of the Request for Proposals.
- (ii) The Proposals must be submitted by no later than **17:00 (GMT+2) on 30 September 2014**. The timely submission of the Proposals shall be confirmed by a public notary.
- (iii) The Proposals shall be addressed to the Fund and shall be submitted to the Fund, Kolokotroni 1 & Stadiou street, 105 62 Athens, 7th floor.
- (iv) Each Proposal must be submitted in a sealed envelope, which shall contain two separate sealed envelopes (Folder A and Folder B). The envelopes

containing the Proposal, Folder A and Folder B must bear the following indications:

| | |
|-------------------|--|
| To: | Hellenic Republic Asset Development Fund S.A. |
| Subject: | Proposal for the exploitation of [name of the Property to be filled-in as applicable for the particular Proposal] |
| Folder: | Proposal or Folder A or Folder B respectively |
| Candidate: | [Candidate's name to be filled-in as applicable] |

- (v) The envelope containing the Proposal, as well as Folder A and Folder B must be non-transparent and must be properly sealed, namely in such way that they cannot be unsealed and resealed without leaving trace.
- (vi) Under disqualification penalty, no document of the Proposal must contain reservations, terms and conditions that are not expressly provided for in this Request for Proposals or other documents approved by the Fund.
- (vii) Any Proposal submitted after the lapse of the deadline stated in subparagraph (ii) above or in breach of the provisions of paragraph 4.6 will be rejected as inadmissible.
- (viii) The Fund reserves the right to amend the above times and dates at its sole discretion. Details with regard to the new times and dates shall be officially announced on the website of the Fund and posted on the VDR.

4.7 Validity period of Proposals

Any Proposal shall remain in force and shall bind the respective Candidate for a period of eight (8) months following the submission deadline. Any Proposals setting a shorter validity period shall be rejected. The validity period of each Proposal may be extended by virtue of a relevant written agreement between the Fund and the Candidate.

The nomination of a specific Candidate as the Preferred Investor may take place following the expiry of such Candidate's Proposal provided that the said Candidate shall consent in writing thereto.

The Candidates shall not be allowed, upon penalty of disqualification, to withdraw their Proposal following its submission for any reason whatsoever.



5 General Terms of the Tender Process

5.1 Eligibility Criteria

5.1.1. Right to participate

5.1.1.1 Natural persons, legal entities, consortia or joint ventures are eligible to participate in the Tender Process and submit Proposals provided that they meet the terms and conditions set out in this Section. Proposals from any Candidate should be accompanied by the documentation specified in the VDR and the present Request for Proposals. Candidates that do not satisfy any of the requirements or submit false information or documents or make any inaccurate statement in this respect, will be disqualified and will not be permitted to take further part in the Tender Process.

5.1.1.2. Natural persons or legal entities, consortia or joint ventures are not allowed, upon penalty of disqualification, to participate, directly or indirectly, with more than one Proposals for the same Property, as Candidates or as members of a Candidate or as a third party providing financial support or in any other capacity (e.g. affiliated companies, shareholders or members of shareholders or of members of a Candidate, regardless of the percentage participation therein, advisers etc.). The above prohibition shall not apply in case of direct or indirect participation not exceeding 5% of the share capital in a company listed in an organized stock market of a Member State of the European Union or of the European Economic Area or of the Organization for Economic Cooperation and Development.

5.1.1.3. Candidates who participate in the Tender Process in the form of a consortium or a joint venture are not required to assume a specific legal form in order to submit a Proposal. The members of a consortium or joint venture shall be jointly and severally liable vis-à-vis the Fund for the implementation of the consortium's or joint venture's obligations arising by reason of its participation in the Tender Process. Non-compliance by any member of the consortium may, in addition, lead to forfeiture of the consortium's Participation Letter of Guarantee or the Guarantee Deposit as per paragraph 6.1. If a consortium or a joint venture is selected as Preferred Investor, its members shall be required, further to a relevant invitation by the Fund, to establish a company (SPV - Special Purpose Vehicle) which shall conclude the Contract with the Fund. The participation percentages in the SPV shall be the same as the respective percentages in the consortium / joint venture. The members of the Preferred Investor shall sign the Contract as well, acting as guarantors and being jointly and severally liable vis-à-vis the Fund for the implementation of the SPV's obligations under the Contract.



5.1.1.4. If the selected Preferred Investor is a natural person or legal entity, he may, at his discretion, establish a company (SPV), which shall conclude the Contract with the Fund, proportionately to the provisions of subparagraph 5.1.1.3. In such case, the Preferred Investor shall sign the Contract as well, acting as guarantor and being jointly and severally liable vis-à-vis the Fund for the implementation of the SPV's obligations under the Contract.

5.1.2 Personal Situation Criteria

Candidates must comply cumulatively with the personal situation criteria set out in this paragraph and must demonstrate that they do not fall under any reason for exclusion as set out below.

5.1.2.1. Any Candidate who has been the subject of a conviction by irrevocable judgment for any of the following criminal acts shall be excluded from participation in the Tender Process:

- (a) participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (EU L 300 of 11.11.2008);
- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 (EU C 195 of 25.6.1997) and Article 2(1) of Council Framework Decision 2003/568/JHA on combating corruption in the private sector (EU L 192 of 31.7.2003);
- (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (EU C 316 of 27.11.1995);
- (d) money laundering, as defined in Article 1 paragraph 2 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force.
- (e) any of the crimes of misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy.

5.1.2.2. Any Candidate shall be excluded from participation in the Tender Process where that Candidate:

- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a



- similar procedure under the legislation of the country of the Candidate's establishment;
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under the legislation of the country of the Candidate's establishment;
 - (c) has been guilty of grave professional misconduct proven by any means;
 - (d) has not fulfilled obligations relating to the payment of social security contributions in his country of establishment;
 - (e) has not fulfilled obligations relating to the payment of taxes in his country of establishment;
 - (f) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.

5.1.2.3. In order to ascertain compliance with the Personal Situation Criteria, Proposals from any Candidate are required, upon penalty of disqualification, to be accompanied by the documentation specified in the present Request for Proposals and in the VDR.

As regards sociétés anonymes and legal entities of equivalent legal form in different jurisdictions, disqualification relating to criminal acts as stated above under paragraph 5.1.2.1 also applies to the president/chairman of the board of directors and the managing director (where existent) based on the articles of association or equivalent document of the legal entity. For all other types of legal entities, the above disqualification criterion applies to the legal entity's lawful representative(s).

In the case of a consortium or a joint venture, each member of the consortium or joint venture must also, upon penalty of disqualification, evidence compliance with the Personal Situation Criteria as per paragraph 5.1.2.

5.2 Language

The official language of the Tender Process, including the information and documentation contained in the VDR, and the Contract shall be the Greek language. For facilitation purposes only, certain documents may be made available in the English language as well. In case of any inconsistency, discrepancy or inaccuracy between the Greek and the English text, the Greek text will prevail, unless explicitly provided otherwise.

5.3 Proposal Documentation

- (i) All documents contained in Folder A, as well as the Awarding Documents, must be submitted in hard copies and in electronic copies, in an easily adaptable form via electronic storage device (e.g. disk CD-ROM, DVD or USB stick). In case of any uncertainty, discrepancy or inconsistency between the documents submitted in hard copies and in electronic copies, the hard copies will prevail.
- (ii) All documents contained in Folder B should be submitted in hard copies only.
- (iii) All documents contained in Folder A, as well as the Awarding Documents, must be submitted as originals or certified/true copies, and, if issued by non-Greek public authorities they must bear an “Apostille” in accordance with the Hague Convention of October 6, 1961. The documents of paragraph 6.1 (i) must be submitted only as originals.
- (iv) All documents contained in Folder B must be submitted as originals.
- (v) All documents contained in the Proposal (namely the content of Folder A and Folder B), as well as the Awarding Documents, must be in the Greek language. Any documents submitted in a language other than Greek, must be submitted along with an Official Translation of such documents into the Greek language. In case of any uncertainty, discrepancy or inconsistency between the Official Translation in Greek and the original text, the original document shall prevail if drafted in the English language. In any case, the Fund may ask for clarifications within a short time period and/or for a new Official Translation.

5.4 Costs and expenses of the Tender Process

- (i) The Candidates shall bear their own costs and expenses for their participation in the Tender Process.
- (ii) The Candidates participate in the Tender Process at their own risk and their participation does not serve any grounds for any claim for damages or other against the Fund and/or the Advisers, or even in case of annulment, cancellation, postponement or extension of the Tender Process or amendment of its terms for any reason whatsoever.

5.5 Changes in the composition of the Candidates

Notwithstanding the subparagraphs 5.1.1.3, 5.1.1.4, 8.4 and 8.5 of this Request for Proposals, no changes in the composition of the Candidates shall be allowed following the submission of the Proposals, upon penalty of disqualification. Changes in the composition of the Preferred Investor, in the case of a consortium or joint venture, and/or in the allocation of holdings between its members, occurring after the nomination of the Preferred Investor, may be permitted only after prior written approval from the Fund. Where precautionary contractual audit as per article 9, par. 4 of Law 3986/2011 applies, no changes shall be allowed following the submission of the respective file to the Court of Auditors. In all events, the Preferred Investor and each member thereof must comply with the terms and conditions of this Request for Proposals even after the change has taken place. The Fund may request any and all documents and information necessary to prove the above, at its absolute discretion.

5.6 Applicable law and Jurisdiction

Any dispute arising out of or in connection with the Tender Process shall be governed by Greek law and shall be subject to the exclusive jurisdiction of the competent courts of Athens - Greece.

6 Content of Proposal

6.1 Content of Folder A

Folder A of the Proposal shall contain:

- (i) **Participation Letter of Guarantee** for the amount of Euro twenty thousand (€20.000,00) for each one of the Properties to which the Proposal refers, addressed to the Fund, issued by one or more Eligible Institutions having the right to issue letters of guarantee, in accordance with the laws of their country of establishment. The Participation Letter of Guarantee is required to be valid for a period of at least eight (8) months commencing on the final date for the submission of Proposals. The period of validity of the Participation Letter of Guarantee may be extended upon the Fund's request, based on a written agreement between the Fund and the Candidate for such extension. The Participation Letter of Guarantee shall comply with the template contained in Annex V of this Request of Proposals.

Instead of a Participation Letter of Guarantee the Candidate may deposit in favor of the Fund the abovementioned amount of Euro twenty thousand (€20.000,00) for each one of the Properties to which the Proposal refers, to the Fund's bank account no. 104/472293-02 - IBAN: GR96 0110 1040 0000 1044 7229 302 - SWIFT CODE: ETHNGRAA, kept with the National Bank of Greece, as guarantee for compliance with the obligations arising from the Candidate's participation in the Tender Process (the "Guarantee Deposit"), and enclose in Folder A the relevant certificate of deposit.

The Participation Letter of Guarantee or the Guarantee Deposit above shall be returned to the respective Candidate either following the conclusion of the Tender Process in accordance with paragraph 7.5 below, or following a relevant decision of the Fund's Board of Directors for the cancellation or declaration of the Tender Process as unsuccessful, whichever occurs first.

The Participation Letter of Guarantee or the Guarantee Deposit (as applicable) shall be forfeited in favor of the Fund in the following cases:

- (a) in case the Candidate withdraws or revokes his Proposal or any part thereof for any reason whatsoever
- (b) in case the Candidate is nominated as the Preferred Investor and does not deliver to the Fund the Transaction Letter of Guarantee as per paragraph 7.6 and/or does not submit the Awarding Documents as per paragraph 7.7 and/or does not proceed to the signing of the Contract and/or does not pay the Financial Consideration in accordance with paragraph 8 below, for any reason whatsoever
- (c) if the Candidate or, in the case of a consortium or joint venture, any of its members or any of their employees, agents, representatives, assistants or associates attempt to or commit any actions with a view to unlawfully influence or tamper with the Tender Process.

In case of a consortium or a joint venture the Participation Letter of Guarantee must be issued and the Guarantee Deposit must be made jointly in favor of all members of the consortium or the joint venture and must include full names/corporate names and the address/registered offices of each member of the consortium or the joint venture.

The Participation Letter of Guarantee shall be regulated only by Greek Law and shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece. By way of exception, Participation Letters of Guarantee

issued by non-Greek Eligible Institutions and regulated by English law may be acceptable as well, following consultation with the Fund on their content and terms. Participation Letters of Guarantee which do not comply with the requirements of this paragraph will not be accepted, the relevant Proposal shall be rejected and the Candidate will be disqualified.

- (ii) **Valid corporate documents** (in case of legal entities) evidencing the lawful establishment and operation and the lawful representation of the Candidate (e.g. statutes in force, relevant decision of the Board of Directors, power of attorney for the signing of the Offer, or other documents evidencing the representation of the Candidate) / **Copy of ID or passport** (in case of natural persons).
- (iii) In case of a consortium / joint venture, **the documents and certificates mentioned in subparagraphs (ii) and (v) for all members of the consortium / joint venture, and a written agreement for the formation of the consortium / joint venture**, signed by all members thereof, clearly stating the particulars (full names/corporate names and address/registered offices) of all members and their participation percentages in the consortium / joint venture, the appointment of a common Representative who shall represent the consortium / joint venture for the purposes of its participation in the Tender Process, and their acceptance to be jointly and severally liable vis-à-vis the Fund for the implementation of the consortium's / joint venture's obligations arising by reason of its participation in the Tender Process.
- (iv) **Copy of the Final Draft Contract** in Greek initialed on each page by the Candidate or the duly authorized representative of the Candidate. In case the Candidate is a consortium / joint venture, the copy of the Final Draft Contract is required to be initialed by the duly authorized representatives of all members of the consortium / joint venture.
- (v) **Solemn Declaration** of the Candidate as per Annex IV, by which the Candidate states that he does not fall under any reason for exclusion as set out above (par. 5.1) and that in case he is nominated as Preferred Investor, he will produce the Awarding Documents in accordance with paragraph 7.7 within twenty (20) days from the relevant invitation.

6.2 Content of Folder B

Folder B of the Proposal shall contain:



- (i) **Financial Offer**, which will include the Financial Consideration in Euro (€), in accordance with the Template in the VDR. The Candidates shall complete clearly the Financial Offer template of the VDR.

The Financial Offer must be irrevocable, unconditional and clearly defined, without setting any terms or conditions upon penalty of disqualification of the relevant Candidate.

In case of a consortium or a joint venture, the Financial Offer must be signed by the Representatives of all members of the consortium or the joint venture and must include full names/corporate names and the address/registered offices of each member of the consortium.

- (ii) **Guaranteed Funding Letter** by one or more Eligible Institutions in accordance with the template in the VDR, evidencing the Candidate's capacity to fund the whole amount of the Financial Consideration mentioned in the Financial Offer. The Guaranteed Funding Letter is required only in case of Properties to be exploited, as per the table of paragraph 2.6 hereof, by way of sale of ownership or establishment and transfer of the Right of Surface.

6.3 Combined Proposals

Candidates are allowed to participate in the Tender Process and submit a Proposal for more than one of the Properties to which this Request for Proposals refers. In such case, the folder of the Proposal shall contain: (a) Folder A as per paragraph 6.1 above, including a separate Participation Letter of Guarantee or certificate of Guarantee Deposit for each one of the Properties to which the Proposal refers and (b) a separate Folder B as per paragraph 6.2 above for each one of the Properties for which the Candidate wishes to submit a Proposal.

7 Review and evaluation of Proposals

7.1 General Terms

The review of the Candidates' Proposals shall take place in two (2) stages. During the review and evaluation of the Proposals, the Fund shall be assisted and supported by the Advisers.

7.2 First stage



- (i) During the first stage the Fund will examine the proper submission of the Proposals in accordance with paragraph 4.6 above. Within a reasonable time from the opening of the Proposals and of Folder A, the Fund will examine the documents of all Folders A submitted in accordance with the present Request for Proposals in order to confirm their compliance with the terms and conditions of the Request for Proposals and the right to participate in the second stage of evaluation.
- (ii) In case a Candidate has not submitted all documents or has submitted documents that do not meet the terms and conditions of the Request for Proposals or has submitted documents on which clarifications are required, the Fund may allow such Candidate to submit supplementary documentation (with the exception of the Participation Letter of Guarantee or the Guarantee Deposit certificate, the non-submission of which leads to disqualification of the respective Candidate without any possibility for supplementary submission), make corrections or clarifications to the documents of Folder A within a short time period, taking into account the principles of equal treatment, non-discrimination and transparency. In case the Candidate fails to supplement, correct or provide clarifications on the documents of Folder A, following the relevant request of the Fund, then the Fund shall be entitled to exclude him from the Tender Process and Folder B of his Proposal will be returned to him sealed. Following the examination of the above documents the Fund's Board of Directors will issue a decision, which will qualify the Candidates who meet the Eligibility Criteria ("Eligible Investors") so as to participate in the second stage. The decision certifying the Eligible Investors and the opening of Folders B in accordance with paragraph 7.3 may take place during the same meeting of the Fund's Board of Directors.

7.3 Second stage

During the second stage, Folders B of the Proposals of the Eligible Investors shall be opened before the Fund's Board of Directors. Upon the opening of Folder B of the Proposals of the Eligible Investors, the Financial Offer and the Guaranteed Funding Letter will be reviewed in order to confirm their compliance with the terms and conditions of the Request for Proposals.

7.4 Evaluation of the Financial Offer

- (i) The sole criterion for the evaluation of the Financial Offers will be the highest Financial Consideration, on condition that the adequacy of funding of the Financial Consideration is proven as per paragraph 6.2 (ii). The

Financial Offer of each Eligible Investor shall be binding and the respective Financial Consideration shall be included in the Contract to be signed.

- (ii) Following the examination and evaluation of documents of Folder B a Ranking Table of the Eligible Investors in descending order will be drawn on the basis of their Financial Offers.
- (iii) In case that during the examination of the Financial Offers, it is revealed that one or more Financial Considerations offered as per the Financial Offers of the Eligible Investors are lower by 5% compared to the highest Financial Consideration, then the respective Eligible Investors, including the Eligible Investor who has offered the highest Financial Consideration, may be invited to submit again Financial Offers with higher Financial Considerations. In any case, the Financial Offer submitted by each Eligible Investor and leading to the highest Financial Consideration shall bind the respective Eligible Investor during the Tender Process. In the event that all or some of the highest Financial Considerations offered as stated above are equal, then the process will be repeated for them until one sole highest Financial Offer with the highest Financial Consideration is submitted. Following the procedure above, a final Ranking Table of the Eligible Investors in descending order will be drawn on the basis of the final amount of the Financial Consideration and will be approved by the Fund's Board of Directors.

7.5 Nomination of the Preferred Investor

- (i) Taking into account the independent valuation of article 6 par. 3 of Law 3986/2011, as in force, and after consulting the Council of Experts of the Fund, in accordance with article 4 paragraph 2b of Law 3986/2011, as in force, the Eligible Investor ranked first in the (final) Ranking Table having offered the highest Financial Consideration, will be declared pursuant to a decision of the Fund's Board of Directors as the Preferred Investor, in accordance with article 3 paragraph 7 of Law 3986/2011. The nomination of the Preferred Investor will be notified to all Eligible Investors who have submitted a Proposal for the specific Property.
- (ii) Following the nomination of the Preferred Investor, the Participation Letters of Guarantee and/or the Guarantee Deposits will be returned to the Eligible Investors except for the Participation Letters of Guarantee and/or the Guarantee Deposits of the Preferred Investor and of the Eligible Investors ranked second (2nd) and third (3rd) on the Ranking Table.



- (iii) The Fund will invite in writing the Preferred Investor to submit within ten (10) Working Days the Transaction Letter of Guarantee or the certificate of the Transaction Down Payment in accordance with paragraph 7.6, and within twenty (20) days the Awarding Documents in accordance with paragraph 7.7 hereof. Upon submission of the Transaction Letter of Guarantee or of the certificate of the Transaction Down Payment, the Participation Letter of Guarantee or the Guarantee Deposit will be returned to the Preferred Investor, unless the Guarantee Deposit of the Preferred Investor is set-off with the Transaction Down Payment as per paragraph 7.6. Following the examination of the Awarding Documents and following confirmation of compliance of the Preferred Investor with the Eligibility Criteria of paragraph 5.1, the Fund will invite in writing the Preferred Investor to sign the Contract and deposit/pay the offered Financial Consideration to the bank account indicated by the Fund as per paragraph 8 below.
- (iv) Following the signing of the Contract and the payment of the Financial Consideration as per paragraph 8.3 below, the Fund will return the Participation Letters of Guarantee and/or the Guarantee Deposits to the Eligible Investors ranked second (2nd) and third (3rd) on the Ranking Table. In case the Preferred Investor does not comply with his obligations under paragraph 8.3 herein below, the Preferred Investor shall be excluded and his Transaction Letter of Guarantee or his Transaction Down Payment shall be forfeited in favor of the Fund. The next Eligible Investor on the Ranking Table shall be nominated as the Preferred Investor and the same procedure will be followed. If the procedure above fails with the first three (3) Eligible Investors on the Ranking Table, the Tender Process will be cancelled.
- (v) In case the Board of Directors of the Fund decides, at its absolute discretion, that none of the Proposals submitted is satisfactory, it has the right to declare the Tender Process unsuccessful.

7.6 Submission of the Transaction Letter of Guarantee

Within ten (10) Working Days from his nomination, the Preferred Investor will submit to the Fund the Transaction Letter of Guarantee or, alternatively, a certificate of equivalent Transaction Down Payment, as guarantee for the proper completion of the Transaction by the Preferred Investor. Where the Property is to be exploited by way of sale of ownership or establishment and transfer of the Right of Surface, in accordance with the table of paragraph 2.6 herein, the Preferred Investor will submit a letter of guarantee (the "**Transaction Letter of Guarantee**")

for an amount corresponding to ten per cent (10%) of the Financial Consideration or, alternatively, at his discretion, he will pay in advance an amount equal to ten per cent (10%) of the Financial Consideration (the “**Transaction Down Payment**”) to the Fund’s bank account no. 104/472293-02 - IBAN: GR96 0110 1040 0000 1044 7229 302 - SWIFT CODE: ETHNGRAA, kept with the National Bank of Greece, as guarantee for the proper completion of the Transaction by the Preferred Investor. Where the Property is to be exploited by way of lease, in accordance with the table of paragraph 2.6 herein, the Transaction Letter of Guarantee or the Transaction Down Payment (as applicable) shall be equal to one (1) annual rental, as this will be stated in the Financial Offer of the Preferred Investor. Following submission to the Fund of the Transaction Letter of Guarantee or of the certificate of the Transaction Down Payment, the Participation Letter of Guarantee or the Guarantee Deposit will be returned to the Preferred Investor. The Transaction Down Payment may be set-off with the Guarantee Deposit.

In case the Preferred Investor does not comply with his obligation above, he will be excluded and his Participation Letter of Guarantee or Guarantee Deposit shall be forfeited in favor of the Fund. In this case the Fund shall have the right to declare as Preferred Investor the next Eligible Investor on the Ranking Table and follow the procedure mentioned above.

The Transaction Letter of Guarantee is addressed to the Fund and is issued by one or more Eligible Institutions having the right to issue letters of guarantee in accordance with the laws of their country of establishment. The Transaction Letter of Guarantee is required to be valid for a period of at least six (6) months commencing on the date of the nomination of the Preferred Investor. The period of validity of the Transaction Letter of Guarantee may be extended upon the Fund’s request, based on a written agreement between the Fund and the Preferred Investor for such extension. The Transaction Letter of Guarantee shall comply with the template in the VDR.

The Transaction Letter of Guarantee or the Transaction Down Payment (as applicable) shall be forfeited in favor of the Fund in the following cases:

- a) In case the Preferred Investor does not properly submit the Awarding Documents as per paragraph 7.7 and/or does not proceed to the signing of the Contract and/or does not pay the Financial Consideration in accordance with paragraph 8 below, for any reason whatsoever
- b) if the Preferred Investor or, in the case of a consortium or joint venture, any of its members or any of their employees, agents, representatives, assistants

or associates attempt to or commit any actions with a view to unlawfully influence or tamper with the Tender Process.

In case of a consortium or a joint venture the Transaction Letter of Guarantee must be issued and the Transaction Down Payment must be made jointly in favor of all members of the consortium or the joint venture and must include full names / corporate names and the address / registered offices of each member of the consortium or the joint venture.

The Transaction Letter of Guarantee shall be regulated only by Greek Law and shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece. By way of exception, Transaction Letters of Guarantee issued by non-Greek Eligible Institutions and regulated by English law may be acceptable as well, following consultation with the Fund on their content and terms. Transaction Letters of Guarantee which do not comply with the requirements of this paragraph will not be accepted.

The Transaction Letter of Guarantee shall be returned to the Preferred Investor either following the signing of the Contract and the payment of the Financial Consideration, or following a relevant decision of the Fund's Board of Directors for the cancellation of the Tender Process, whichever occurs first. The Transaction Down Payment shall be returned to the Preferred Investor only in case the Tender Process is cancelled, otherwise it will be set-off with (deducted from) the Financial Consideration to be paid. Especially in the case of exploitation of a Property by way of lease, the Transaction Letter of Guarantee shall be returned to the Preferred Investor following submission of the guarantees to be provided for in the respective Final Draft Contract.

7.7 Submission of Awarding Documents

The Preferred Investor shall submit to the Fund within twenty (20) days from the receipt of relevant request and upon penalty of forfeiture of the Transaction Letter of Guarantee or the Transaction Down Payment (as applicable), the following documents:

- (i) **Valid certificate(s) by the competent judicial or administrative authority(-ies)**, issued after the release of the Request for Proposals, certifying that the Candidate does not fall under any of the reasons for exclusion mentioned under subparagraphs 5.1.2.1 and 5.1.2.2 (a), (b), (c) and (f), as defined in the VDR.
- (ii) **Valid social security clearance certificate by the competent authority(-ies)**, issued after the release of the Request for Proposals, by which it is certified

that the Candidate has fulfilled his obligations relating to social security in his country of establishment (as applicable).

- (iii) **Valid tax clearance certificate by the competent tax authority**, issued after the release of the Request for Proposals, by which it is certified that the Candidate has fulfilled his tax obligations in his country of establishment (as applicable).

In case of a **consortium / joint venture**, the documents and certificates mentioned above are to be submitted for all members of the consortium / joint venture.

The Fund shall proceed to the examination of the Awarding Documents so as to ascertain the compliance of the Preferred Investor with the Eligibility Criteria of paragraph 5.1. In case the Preferred Investor has not submitted all documents or has submitted documents that do not meet the terms and conditions of the Request for Proposals or has submitted documents on which clarifications are required, the Fund may request clarifications and may allow the Preferred Investor to submit supplementary documentation within a short time period, taking into account the principles of equal treatment, non-discrimination and transparency. In case the Preferred Investor fails to supplement, correct or provide clarifications on the Awarding Documents, following the relevant request of the Fund, then he will be disqualified and the Transaction Letter of Guarantee or the Transaction Down Payment (as applicable) shall be forfeited in favor of the Fund. In this case the Fund shall have the right to declare as Preferred Investor the next Eligible Investor on the Ranking Table and follow the procedure mentioned above.

8 Signing of the Contract

- 8.1 Prior to Contract signing, the Contract(s) will be subject to precautionary audit by the Court of Auditors, where applicable, in accordance with article 9 par. 4 of Law 3986/2011, as in force.
- 8.2 A separate Contract shall be signed for each one of the Properties. In the cases of paragraph 8.1 above, the signing of the Contract will be effected after the favorable completion of the precautionary audit by the Court of Auditors.
- 8.3 Upon signing of the Contract, the Preferred Investor will be required to pay the Financial Consideration, as specified in the Final Draft Contract.
- 8.4 Upon request of the Preferred Investor to the Fund, the Contract may be concluded between the Fund and a legal entity controlled by the Preferred Investor (e.g. SPV -

Special Purpose Vehicle). As defined in the International Accounting Standard 27, control means the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. Control is presumed to exist when owning more than half of the voting rights in the governing body of the entity (e.g. General Shareholders Meeting); in any case, however, the existence of control can be demonstrated differently, such as: power over more than half of the voting rights by virtue of an agreement with other investors, power to govern the financial and operating policies of the entity under a statute or an agreement, power to appoint or remove the majority of the members of the board of directors or of other equivalent governing body, or the power to cast the majority of votes at meetings of the board of directors or equivalent governing body.

8.5 In case the Preferred Investor is substituted as per. paragraph 8.4 above:

- a) The documents mentioned in paragraph 7.7 must be submitted both by the Preferred Investor and the legal entity indicated by him. Moreover, the legal entity indicated by the Preferred Investor will be obliged to submit **valid corporate documents** in accordance with paragraph 6.1 (ii).
- b) The Preferred Investor and the legal entity indicated by him shall be jointly and severally liable vis-à-vis the Fund for the implementation of its obligations arising from the Contract.
- c) Especially in case of exploitation of a Property by way of lease, the guarantees provided for in the Final Draft Contract must cover both the Preferred Investor and the legal entity indicated by him.

9 Legal Notice

- 9.1 The Fund reserves the right at any time to postpone or to cancel the Tender Process and to amend the Request for Proposals, the timetable and the terms and conditions of the Tender Process or to repeat the Tender Process, at its sole discretion, and without bearing any liability towards the Interested Parties, the Candidates and/or any third parties.
- 9.2 The Candidates participate in the Tender Process bearing their own risk and responsibility for their participation while said participation does not give them any right to claim compensation or any right, other than those determined herein.
- 9.3 The participation of a Candidate in the Tender Process will be evidence that the Candidate has read and understood the Request for Proposals and its Annexes,



acknowledges their legitimacy, unconditionally accepts the terms and conditions of the Request for Proposals and its Annexes and acknowledges to have full knowledge of the local conditions, regulations, of the contractual and organizational framework of the Fund operations and the requirements of the Request for Proposals.

- 9.4 Any failure to fulfill the terms of the Request for Proposals and its Annexes or any failure to provide the required information may be considered by the Fund, at its sole discretion, as sufficient reason for rejecting a Proposal.
- 9.5 The Fund or the Advisers or any representative, employee, officer or partner of the Fund or of the Advisers do not bear and will not bear in the future any responsibility or liability for any error or inaccuracy or omission in this Request for Proposals.
- 9.6 This Request for Proposals is not aimed to be the basis for any investment decision or investment recommendation made by the Fund or by any of its Advisers and does not constitute investment advice by the Fund or by any of its Advisers. Each person, to whom this Request for Proposals is made available, shall make his own independent evaluation of the Request for Proposals and the Transaction upon investigation and obtaining of professional advice, such as that person may deem appropriate.
- 9.7 The Candidates should be aware that the national legislation, the tax regime, the EU law and the Treaties applicable on the Transaction may change.
- 9.8 All Proposals, once received, become property of the Fund. The Candidates give the Fund the right to reproduce and disclose the Proposals for any purpose related to the fulfillment of its statutory obligations.
- 9.9 The Fund may be required to disclose information held, in response to requests for providing information. The Fund may be obliged to disclose certain information and/or documents relating to the Proposals to the Greek Parliament in the context of the powers and privileges of the latter or of the legitimate functions of its executives, as well as in court during court proceedings or to any administrative authority or institution in relation to the fulfillment of its statutory obligations.
- 9.10 The Courts of Athens - Greece shall have exclusive jurisdiction over any dispute arising out of the Tender Process and Greek Law shall be applicable.

ANNEX I INFORMATION ON THE PROPERTIES

1. DESCRIPTION OF EVANGELINAKI MANSION

LOCATION

Situated in the traditional settlement of Milies, Municipality of South Pelion, Peripheral Unit of Magnesia

BUILDINGS - LAND SITE

Land site: 510,00 m²

Buildings: Three-storey building with a total surface of 390,00 m²

HISTORY – DESCRIPTION

In 2003, the mansion's ownership passed from the Hellenic Tourism Organisation (EOT) to the Public Properties Company. It was run for several years as a guest house by EOT. Today, it is empty and not operating. In 1997, the mansion was declared a historical monument as a remarkable and representative sample mansion of the first half of the 19th century, which reserves its structural and decorative elements and is essential in the process of studying the history of architecture of Pelion.

ACCESS

From Athens by car (distance 344,47 km approx.), from Thessaloniki by car (distance 237,10 km approx).

FORM OF EXPLOITATION

Sale of ownership

2. DESCRIPTION OF MOUSLI MANSION

LOCATION

Situated in the traditional settlement of Makrynitsa, Municipality of Volos, Peripheral Unit of Magnesia

BUILDINGS - LAND SITE

Land site: 453,00 m²

Buildings: Three storey building with a total surface of 419,70 m²

HISTORY – DESCRIPTION

In 2003, the mansion's ownership passed from the Hellenic Tourism Organisation (EOT) to the Public Properties Company. It was run for several years as a guest house by EOT. Today, it is empty and not operating. It was declared as a work of art, according to the provisions of the Greek legislation, for it stands as a remarkable and representative sample of the architecture of Pelion, with notable architectural elements.

ACCESS

From Athens by car (distance 334,74 km approx.), from Thessaloniki by car (distance 219,42 km approx).

FORM OF EXPLOITATION

Sale of ownership

3. DESCRIPTION OF XIRADAKI MANSION

LOCATION

Situated in the traditional settlement of Makrynitsa, Municipality of Volos, Peripheral Unit of Magnesia

BUILDINGS - LAND SITE

Land site: 738,30 m²

Buildings: Three storey building with a total surface of 386,00m²

Two storey building with a total surface of 222,96m²

Ground floor building with a total surface of 23,84 τ.μ.

HISTORY – DESCRIPTION

In 2003, the mansion's ownership passed from the Hellenic Tourism Organisation (EOT) to the Public Properties Company. It was run for several years as a guest house by EOT. Today, it is empty and not operating. It was declared as a work of art, according to the provisions of the Greek legislation, for it stands as a remarkable and representative sample of the architecture of Pelion, with notable architectural elements.

ACCESS

From Athens by car (distance 334,74 km approx.), from Thessaloniki by car (distance 219,42 km approx).

FORM OF EXPLOITATION

Sale of ownership

4. DESCRIPTION OF XENIA TSAGARADA

LOCATION

TSAGARADA, PELION, VOLOS, THESSALY

BUILDINGS - LAND SITE

Land site: 14,676 m²

Buildings: Hotel unit of 2,600 m² with capacity of 84 beds.

HISTORY – DESCRIPTION

The building was constructed in two (2) phases; Phase 1: Construction of the main building in 1957. Phase 2: Extension in 1965.

The building has remained closed since 2003.

Tsagarada Village enjoys a privileged and protected status, due to its unique traditional architecture, buildings, alleys and cobbled streets. The landscape is verdant with spectacular views towards the Aegean Sea.

The Xenia Tsagarada has been characterized as monument and requires refurbishment.

ACCESS

From Athens (324 km), from Volos (50 km) by car, close proximity to Anchialos Airport and the port of Volos.

FORM OF EXPLOITATION

Establishment and transfer of the Right of Surface for 99 years and subsequent transfer of full ownership on part of the Property

5. DESCRIPTION OF XENIA ANDROS

LOCATION

CHORA ANDROU , ANDROS ISLAND, CYCLADES

BUILDINGS - LAND SITE

Land site: 3,423.87 m²

Buildings: Hotel unit ('Triton') of c. 2,273 m² (518 m² refer to covered areas) with capacity of 44 beds and 26 rooms

HISTORY - DESCRIPTION

The building was constructed by the Hellenic Tourism Organisation (EOT) in 1958, designed by the well-known architect Aris Konstantinidis.

The property is advantageously located on the coastal road of the island's capital.

The Xenia Andros has been characterized as a listed building based on its special architectural and historic interest.

It remains closed since 1999 and requires significant refurbishment.

ACCESS

From Rafina port (Attica) to Gavrio via ferry approx. 1 ½ hour sailing time. From Gavrio (32 km) by car approx. 50 mins driving time.

FORM OF EXPLOITATION

Establishment and transfer of the Right of Surface for 99 years

6. DESCRIPTION OF “XENIA VYTINA”

LOCATION

KAMPEA , VYTINA, MUNICIPALITY OF GORTYNIA, PELOPONESE

BUILDINGS – LAND SITE

Land site: 37,534 m²

Buildings: total built area 1,312 m²

HISTORY – DESCRIPTION

The property infrastructure consists of two buildings constructed in 1965. The buildings harmonically integrate with the natural environment of the area and combine an unadorned but functional style with elements of the traditional architecture.

The property is placed in an advantageous position with dense plantation of unique beauty.

Xenia of Vytina has been characterized as monument due its remarkable architecture and its historical interest.

The plot has all the necessary preconditions to develop an attractive touristic investment, located in an area that is in the midst of a beautiful fir forest, ran by 5 rivers that offer magnificent trekking paths, proximate to the ski resort of Ostrakina and characterized traditional settlements. It is an area with intense touristic interest throughout the 4 seasons of the year.

ACCESS

The property is easily accessible through the auxiliary lane of interstate highway road of Tripolis - Pyrgos. The distance from the settlement of Vytina is circa 8,6 km whilst the distance from Athens is 203 km and Tripolis 44 km.

FORM OF EXPLOITATION

Establishment and transfer of the Right of Surface for 99 years

7. DESCRIPTION OF XENIA KOMOTINI

LOCATION

Sismanoglou 43 street in Municipality of Komotini, Rodopi Regional Unit

BUILDINGS - LAND SITE

Land site: 18.225 sq.m., according to the records of the National Cadastre (National Cadastre No. 420171230001)

Buildings: Existing hotel building of 1.853,90 sq.m., with capacity of 42 beds - 24 rooms (16 double bed rooms, 6 single bed rooms and 2 suites)

HISTORY - DESCRIPTION

The building was constructed by the Hellenic Tourism Organisation (EOT) in 1965, designed by the well-known architect Aris Konstantinidis and operated as the first biggest hotel in Komotini city.

It remains closed since 1999 and requires significant refurbishment.

The property is located in 43 Sismanoglou street in the southeastern part of the city, adjacent to the “Sismanoglio” general hospital, approx. 2.800 meters from the nearest exit of Egnatia Motorway.

ACCESS

From the city of Alexandroupolis its port and the International Airport “Democritus” approx. 59 kilometers (approx. 47 minutes driving time). From Thessaloniki approx. 246 kilometers (approx. 2 hours and 30 minutes driving time).

FORM OF EXPLOITATION

Establishment and transfer of the Right of Surface for 99 years

8. DESCRIPTION OF XENIA PLATAMONAS

LOCATION

The property is located on the PATHE highway of the National Road Network, at the 405th km from Athens, on the right side of the road for those travelling towards Thessaloniki.

BUILDINGS – LAND SITE

Land site: Land plot 7.043 m² of surface.

Buildings: Two buildings 475 m² of total surface exist on the aforementioned land plot. The first building is a two-storey building, 254 m² of total surface on the ground floor and 197 m² of total surface on the first floor. There is also a second independent building 24 m² of surface which functioned as machinery space.

HISTORY - DESCRIPTION

The shape of the land plot is polygonal, with a side length of 57,37 meters facing the national road and parallel to the highway at a distance of 30,00 meters. Part of the land at the northeastern corner faces at approximately 29 meters length to the serpentine road leading downhill.

The hotel building consists of two floors and in the past it was used as road station. During its operation it contained a gas station for vehicles passing-by and a limited number of guest rooms. From a functional perspective, the building includes the following ground floor spaces: gas station, generator room, staff room, storage space, boiler room, contractor room, four bedrooms with private bath, WC, corridors and balconies. The first floor contains: reception hall, restaurant, kitchen, WC, various utility rooms and extensive terraces.

ACCESS

The property is located at approximately 350 m of distance in direct line from the sea at an altitude of approximately 80 meters. The property is directly accessible via the National Road. Through the National Road the Property is directly connected to the nearest urban centers of Larisa (57 km) and Katerini (35 km), Litochoro (13 km) which is the seat of the Municipality, and the nearest villages of Panteleimonas (1 km) and Platamonas (1 km).

The nearest international airport is the airport of Thessaloniki (120 km), while there is future prospect of operating the military airport of Larisa as a civil airport as well.



FORM OF EXPLOITATION

Establishment and transfer of the Right of Surface for 99 years

9. DESCRIPTION OF XENIA EDESSA

LOCATION

35 Filippou str., Edessa, Peripheral Unit of Pella, Central Macedonia

BUILDINGS - LAND SITE

Land site: 7.901,56 m²

Buildings: Hotel unit of 4.047 m² with capacity of 80 beds.

HISTORY - DESCRIPTION

The hotel (two storey building with basement) was constructed in two phases (1963 and 1998).

Phase 1: Initially, based on the plans of architect Iason Rizos, in 1961 was built a two storey building (ground floor and first floor) with basement, of a total surface of 1.888 m².

Phase 2: Expansion, based on a building permit of the year 1997, by adding 2.159 m².

The building remains closed since November 2012 and requires significant refurbishment. The property "XENIA EDESSAS" is located within the city and on the boundary of the cliff thus offering unique views over the plain of Pella.

Edessa is a city of touristic interest, both for the city itself with its waterfalls as main attraction, but also as a place to stay for visitors of the wider area of Pella.

ACCESS

From Thessaloniki by car (distance 91 km), from Athens by car (distance 544 km).

FORM OF EXPLOITATION

Lease for 50 years

10. DESCRIPTION OF XENIA THASOS

LOCATION

Limenas, Thasos, Kavala

BUILDINGS - LAND SITE

Land site: 3.056,50 sq.m. according to the acquisition titles. Pursuant to the ground coverage plan No. 88 1992 validated by the Hellenic Tourism Organization (EOT), it refers to initial property of 3.190 m² and, after town planning involving deduction of 261,50 m², final property of 2.928,50 m².

Buildings: Xenia Hotel of 1.460 m²

HISTORY - DESCRIPTION

Limenas is the capital and one of the most important villages of Thasos.

The hotel is a typical sample of architecture of the '50s and '60s and was designed by the well-known architect Haralampos Sfaelos.

The hotel remains closed and requires significant refurbishment.

ACCESS

From Keramoti port to Limenas via ferry: approx. half-hour distance

From Kavala port to Prinos port: approx. 1 hour distance, and then by car via the road from Prinos to Thasos

FORM OF EXPLOITATION

Lease for 50 years

11. DESCRIPTION OF XENIA KOZANI

LOCATION

LOCATION “SKRIKA”, KOZANI, MUNICIPALITY OF KOZANI, WESTERN MACEDONIA

BUILDINGS – LAND SITE

Land site: 5,036 m²

Buildings: Hotel unit of 2,506 m²

HISTORY – DESCRIPTION

The building was constructed by the Hellenic Tourism Organisation (EOT) in 1965.

The building is advantageously located, offering a combination of nice view overlooking the city, tranquility, and immediate access to the city center.

The Kozani Xenia Hotel comprises two wings with capacity of 66 beds. It remains closed since 2003.

ACCESS

From the center of Kozani 600 m, from the national road Kozani-Ioannina (Egnatia Odos) 7.5 km, from Kozani Airport 6 km.

FORM OF EXPLOITATION

Lease for 50 years

12. DESCRIPTION OF AGIA ELEOUSA SANATORIUM (BUILDING 97)

LOCATION

AGIA ELEOUSA VILLAGE, KAMIROS MUNICIPAL UNIT, MUNICIPALITY OF RHODES, PERIPHERAL UNIT OF RHODES, PERIPHERY OF SOUTH AEGEAN

BUILDINGS – LAND SITE

Land site: 21.380 m² (the surface corresponds to the entirety of the cadastral unit and is provided for informative purposes only)

Building: Former "Frederica Sanatorium of Saint Eleousa" ("Sanatorio Friderikis tis Agias Eleousas"), Building 97 according to the "Final Distribution Table of the Settlement of Agia Eleousa" of the Ministry of Agriculture, 708.60 m² of surface.

HISTORY - DESCRIPTION

The property is part of a building complex comprising three listed buildings, located around the rectangular square of the Agia Eleousa village; said buildings occupy the three sides of the square, while on the fourth side stands the church of the village.

The complex was constructed during the Italian occupation and specifically around 1935/1936. The buildings served the operational needs of the Officers' settlement of Eleousa. The subject building housed stores and leisure areas on the ground floor, while the first floor was arranged in residential areas.

During the period between 1947 and 1970 the complex of the three 2-storey buildings around the square operated as a chest diseases hospital (Frederica Sanatorium of Saint Eleousa), where its name derived from. Since then it has been abandoned.

ACCESS

Access to Rhodes is possible by air (1hr flight from Athens) or by boat (approx. 12 hr trip from Piraeus). The property is at a distance of 22 km from Rhodes Airport and 35 km from the Port.

FORM OF EXPLOITATION

Lease for 50 years

13. DESCRIPTION OF MANA SANATORIUM

LOCATION

MAGOULIANA , GORTYNIA, ARCADIA

BUILDINGS - LAND SITE

Land site: 6.874,00 m²

Buildings: building (former Sanatorium) with a total surface of 2,180.7 m² - comprising four (4) floors with basement.

HISTORY - DESCRIPTION

The building of the former Sanatorium was built during 1926 - 1927 in order to treat the injured from the war and for the rehabilitation of those suffering from tuberculosis. It is built of local gray limestone and features neoclassical influences, which are met in the buildings of that period both in traditional settlements of the region and in the city of Tripoli.

The building was abandoned around 1970 and it remains abandoned since then. It requires significant refurbishment.

ACCESS

The subject property is situated approximately 13 km from Vytina, 48 km from Tripoli and around 25 km from the Ski Centre of Mainalo. During the winter, the surrounding area constitutes a popular tourism destination in Greece within a 2-hour drive distance from Athens.

FORM OF EXPLOITATION

Lease for 50 years

14. DESCRIPTION OF VILLA DE VECCHI

LOCATION

Area of Profitis Elias, Municipal Department of Kameiros, Municipality of Rhodes, Peripheral Unit of Rhodes, Prefecture of Dodekanisos, Periphery of South Aegean. The area is traversed by the regional road leading to Profitis Elias. It is approx. 50 klm. distant from the city of Rhodes.

BUILDINGS - SITE

Site: Initially 8,126,580 m² (Cadastral Unit 2000 A), ultimately 7,960,830 m² after deducting an area of 165,750 m² (Cadastral Unit 2000 A1), where the "ELAFINA" hotel stands.

The description of the land plot on which Villa de Vecchi is located is provided for informative purposes only.

Building to be exploited:

"VILLA DE VECCHI" is a historical, two-storey building (constructed by the Italian occupation forces), 757 m² of total surface. Although it has not been designated as a "work of art" or a "historical monument", it remains under the control of the competent archeological service.

HISTORY - DESCRIPTION

The land plot on which Villa de Vecchi is located is unfenced and unexploited land outside the Town Plan, featuring steeply inclined terrain and very dense vegetation, which has not been officially characterized so far by the Rhodes Forestry Department.

It is also included within a Natura 2000 protected area (Special Protection Zone), and is subject to special environmental restrictions and obligations. In addition, part of the total property, sized approx. 6,250,000 m², has been designated as Special Conservation Zone.

The total property is in an area of particular natural beauty, offering excellent views; it is a popular tourist destination throughout the year.

ACCESS

The property is situated approx. 50 klm from the city and port, approx. 35 klm. from Rhodes Airport, and in the central part of the island, in a mountainous, forested area at approx. 800 m. altitude.



Access is facilitated by the existing road signs and advertisement boards, since Profitis Elias is one of the island's most distinctive spots. There is no fencing around the building, and thus there is convenient access to the property via the Profitis Elias regional road.

FORM OF EXPLOITATION

Lease for 50 years

ANNEX II VDR TERMS OF USE

WHEN USING VDR YOU ACCEPT THE FOLLOWING VDR TERMS OF USE

1. Use of VDR

1.1. The present terms of use (**Terms of Use**) regulate the use of the VDR (**VDR**), provided by the Hellenic Republic Asset Development Fund S.A (**the Fund**) to the Interested Parties and their advisers concerning the acquisition of real rights and rights of use on real estate properties with development potential as Boutique Hotels, and should be read in conjunction with the Agreement of Use, which is concluded when access to the VDR is gained for the first time.

The capitalized Terms used in the Terms of Use have the meaning ascribed to them in the Request for Proposals dated 1 July 2014.

1.2. The Fund may amend the present Terms of Use at any time subject to notification.

1.3. To ensure access to the VDR for any person (persons), please provide a list of the said persons to:

Mr. George Papadakis, Associate – NBG Securities S.A.

E-mail: boutiquehotels@nbgsecurities.com

Tel.: +30 210 7720990

Fax: +30 210 7720969

1.4. The said list should specify the full name of the person for whom access to the VDR is requested, the name of the Interested Party, their telephone number as well as their e-mail address.

1.5. The Fund reserves the right, at its sole discretion to refuse or remove any person's access to the VDR.

1.6. The Fund has asked the Financial Advisers to coordinate, on behalf of the Fund, the granting of access rights to the VDR to the Interested Parties and their representatives participating in the Tender Process. No other party has the authority to grant access to the VDR. The access rights may be revoked at any time, either upon prior notice or not.

2. Confidentiality



We remind you that all documentation and information you have access to when you visit the VDR are subject to the Confidentiality Undertaking signed by the Interested Party you represent (**Confidentiality Undertaking**). You agree and acknowledge that you are aware of the Confidentiality Undertaking provisions and confirm that you will comply with the said provisions. Subject to the Confidentiality Undertaking, you agree that you will maintain the information contained in the VDR as confidential and will not disclose any of the information, unless expressly permitted according to the Confidentiality Undertaking.

3. Guarantees

- 3.1.** You acknowledge that the information within the VDR (**Information**) has been designed to help you make your own evaluation of the Transaction and neither the Fund nor the Advisers (nor any of their respective Directors, officers, employees, agents or professional advisers) indicate or guarantee that this Information contains all possible items or that the VDR contains all the information that may be desired or required, in order for the Transaction to be properly evaluated. Access to and provision of the Information do not constitute an offer to enter into any agreement and the Information will not be the basis of any agreement.
- 3.2.** You acknowledge that neither the Fund nor the Advisers (nor any of their respective Directors, officers, employees, agents or professional advisers) proceed to any statement or guarantee, express or implied, concerning the accuracy, the completeness or the update of the Information and that they will not be liable in any case for any use or support for any Information. More specifically, neither the Fund nor the Advisers (nor any of their respective Directors, officers, employees, agents or professional advisers):
- 3.2.1. Proceed to any statement or guarantee, express or implied, concerning the adequacy, the accuracy, the completeness, or the update of the Information or of any other oral or other communication, concerning the Information, or
 - 3.2.2. Have/ bear any liability to any person, arising from the use or the reliance by any person of any part of the Information or of any oral or other communication concerning this Information (provided that no term of the present Terms of Use shall exclude or limit the liability for fraud).
 - 3.2.3. The majority of the Information contained in the VDR is in the Greek Language, and in case that translations of this Information have been provided, no indication or guarantee concerning the accuracy or the completeness of the said translations are made or given by the Fund or its Representatives or the



Advisers and no negligence or liability is or will be accepted for any errors, omissions or inaccurate statements, negligent or otherwise made, thereon.

3.2.4. The Information may be updated, revised or amended without notice. The Information has not been verified by the Fund or the Advisers. By making the Information available, no obligation is undertaken to provide any additional Information, or to update or correct any inaccuracies that may become apparent in any part of the Information.

4. Compliance

- 4.1.** You must comply with all applicable laws and regulations when accessing the VDR and using the Information. You should not enter any software virus, “Trojan Horse” (Trojan horse), “software worm” (worm) or any other destructive code in the VDR or in the systems, on which the VDR is based.
- 4.2.** You should not upload/POST any information or material within the VDR, nor create any links (links) of the VDR with any information or material, which violates or may violate any intellectual property right of third parties.
- 4.3.** If you access a VDR site or read a document or information of which you are aware or suspect that you have no access, you should immediately exit the site, delete all copies of any relevant document and information and inform the company NBG Securities S.A. You should not notify the disclosure event or disclose the information obtained in that way to any other person or organization.

5. Security precautions

- 5.1.** You should not access the VDR from an Internet café or any other place, where the public may have access.
- 5.2.** When you move away (even for a short while) from the computer or any other communication device you use to access the VDR, you must ensure that your computer or device has been locked by using a password, which is known or accessible only by you and your integral data support department.
- 5.3.** You should maintain in security all documents with information, derived from the VDR.
- 5.4.** Documents within the VDR cannot be copied in their entirety in any legal or other report.
- 5.5.** At the end of each VDR access, you should close the Internet browser window.



- 5.6. You can only use the User ID and the password, granted specifically to you. You can not disclose or allow others to use your User ID and password.

6. Security Standards

- 6.1. You should not attempt to download, scan, print or otherwise collect any piece of the Information, but only to print the Information for which the printing option has been activated, as indicated by the VDR index. You cannot attempt to bypass any of the VDR security features and should not provide the option or allow others to gain access to the VDR using your own VDR authorization.
- 6.2. In any dispute about whether a User gained access to the VDR, saw, printed or made any other action or operation within the VDR or not, the reports, held by or on behalf of NBG Securities S.A. regarding the said access, action or operation, shall be considered as conclusive evidence of the said access, action or operation.
- 6.3. In the event that the Fund wishes or is required to notify any event or deliver/serve any document to a VDR User or Users, where the said document or events relates to the Use of the VDR or is required by the present, the said notice or document shall be considered to be validly delivered/served at the time of being posted to the VDR.

7. VDR Updating

The Fund reserves the right at any time to add further documents to the VDR and update the existing documents. It is your responsibility to check for such updates.

8. Requests for Further Information

- 8.1. Any questions regarding the VDR should only be submitted as provided in paragraph 4.4 of the Request for Proposals.
- 8.2. Questions and requests for further information should be handled according to the availability of the information and the confidentiality or sensitivity level of the market, for the information concerned.
- 8.3. All other questions relating to the Transaction should be addressed as provided in paragraphs 4.4 and 4.5 of the Request for Proposals.
- 8.4. Unless otherwise provided in the Request for Proposals, no communications shall be made with the Fund or/and the Advisers, or/and the employees, officials or members of the Board of Directors of the Fund or/and the Advisers.

9. Questions and answers Process

- 9.1. Questions regarding the Request for Proposal, the Tender Process and the Transaction, as well as the documents contained in the VDR, can be posted in the online Q & A system of the VDR.
- 9.2. You should appoint and indicate in Table A one person (Contact Person for Questions) who will be responsible for collecting questions from your part and posting them in the online Q & A system of the VDR, handled by the company NBG Securities S.A. The Contact Person for Questions will solely be able to submit questions in the online Q & A system of the VDR.
- 9.3. The questions should be posted, mentioning the relevant document as per the respective VDR index number.

10. VDR availability

- 10.1. The VDR is intended to be available 24 hours a day, 7 days a week. The VDR is not provided to require any time of non-availability, although this cannot be guaranteed.
- 10.2. The Fund may at any time withdraw the VDR without notice. No assurance is given that the VDR will be available at any particular moment or that access can be gained to any Information in any format, at any rate of downloading or at all. The Fund may provide, at its sole discretion, alternative means of access to the Information.
- 10.3. By signing below, you acknowledge that you have read, understood and agreed with the above Terms of Use.

The Interested Investor

[signature]

[insert name of Interested Investor]

Represented by [where applicable]:

[signature]

[insert name of representative, where applicable]

Date:

Table A: Representatives requesting VDR Access

Please fill-in and return the present document to:

Mr. George Papadakis, NBG Securities S.A.

E-mail: boutiquehotels@nbgsecurities.com

Tel.: +30 210 7720990

Fax: +30 210 7720969

1. Contact Person: Please provide the details of the person appointed from your part, who will be responsible for the VDR access requests:

| Name | Telephone number | E-mail | Company | Position/Duties |
|------|------------------|--------|---------|-----------------|
| | | | | |

2. Contact Person for Questions: Please provide the details of the person appointed from your part, who will be responsible for posting questions in the online Q & A system of the VDR:

| Name | Telephone number | E-mail | Company | Position/Duties |
|------|------------------|--------|---------|-----------------|
| | | | | |

3. Please provide the details of all members of your group (maximum three (3) persons), requesting VDR access:

| Name | Telephone number | E-mail | Company | Position/Duties | Has the Confidentiality Agreement been signed by the User |
|------|------------------|--------|---------|-----------------|---|
| | | | | | |
| | | | | | |
| | | | | | |



ANNEX III CONFIDENTIALITY UNDERTAKING TEMPLATE

To: HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.

Kolokotroni 1 and Stadiou Str.

105 62, Athens, Greece

CONFIDENTIALITY UNDERTAKING

RELATING TO the exploitation of [*the name of the Property to be filled-in as applicable*]

WHEREAS:

- (A) On 1 July 2014, the Hellenic Republic Asset Development Fund (the "HRADF") published a Request for Proposals for the acquisition of real rights and rights of use on real estate properties with development potential as Boutique Hotels.
- (B) In connection with the transaction stated above and in accordance with the rules specified in the relevant Request for Proposals dated 1 July 2014 (the "Request for Proposals"), which has been issued by the HRADF, the [•] [*full particulars of the Interested Party (name, address etc.) to be filled in*] (the "Interested Investor") requests to receive all available information regarding the [*name of the Property to be filled-in as applicable*] (the "Asset"), including, but not limited to, ownership titles, maps, as well as information regarding the HRADF (all such information being referred to as "Confidential Information").
- (C) In consideration of provision of the Confidential Information by HRADF, the Interested Investor undertakes to keep it strictly confidential.

NOW, THEREFORE, THIS UNDERTAKING WITNESSES AS FOLLOWS:

1. The Interested Investor hereby agrees and warrants that, as from the date of this Confidentiality Undertaking until its second (2nd) anniversary, to the extent it receives

Confidential Information, the Interested Investor and third parties controlled by the Interested Investor, as well as persons related to him, executives, employees and agents thereof (collectively, the "Recipient") shall: (a) keep and maintain the Confidential Information strictly confidential; (b) disclose such Confidential Information (if at all) only to such executives, attorneys, employees, professional advisors, financial institutions and partners thereof who have a reasonable need to know such Confidential Information for the purpose of determining whether to enter into the transaction contemplated hereby (subject in each case to such person's agreement to make no further disclosure), or as may be required by law; (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and (d) promptly upon request of the HRADF, return such Confidential Information (and all copies thereof) to the HRADF.

2. Confidential Information does not include, however, information which (a) is or becomes generally available or obvious to the public other than as a result of a disclosure by the Recipient (for example, on the HRADF's website); (b) was available or obvious to the Recipient on a non-confidential basis prior to its disclosure by the HRADF; or (c) becomes available or obvious to the Recipient on a non-confidential basis from another person who is not otherwise bound by a confidentiality agreement with the HRADF, or is not otherwise prohibited from transmitting the information in question. As used in this Confidentiality Undertaking, the term "person" shall be interpreted in its broadest sense to include, without limitation, any individual, legal entity or association.

3. The HRADF makes no representations or warranties, express nor implied, as to the Confidential Information, including, without limitation, any representation or warranty relating to its accuracy or completeness, and shall have no liability to any Recipient resulting from the use of any Confidential Information by the Recipient. This Confidentiality Undertaking does not obligate the Interested Investor to enter into the transaction contemplated by the rules specified in the Request for Proposals dated 1 July 2014.

4. This Confidentiality Undertaking shall be binding upon the Interested Investor, its representatives, successors and assigns, and shall take effect to the benefit of and be enforceable by the HRADF and its representatives, successors and assigns. The Interested Investor agrees that the signature to this Confidentiality Undertaking shall be valid and binding.

5. This Confidentiality Undertaking shall be governed by and construed in accordance with the laws of Greece and the courts of Athens - Greece shall have the exclusive jurisdiction with respect of this Confidentiality Undertaking.



IN WITNESS WHEREOF, the Interested Investor has caused this Confidentiality Undertaking to be executed [*in case of legal entities:*] by its duly authorized representative as of _____ [insert date].

THE Interested Investor

[signature]

[insert name of interested investor]

Represented by [*where applicable*]:

[signature]

[insert name of representative, where applicable]

ANNEX IV SOLEMN DECLARATION TEMPLATE

TO: HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the “Fund”)

I (we), the undersigned [●], son (daughter) of [●] (*father’s full name*) and of [●] (*mother’s full name*), holder of the [●] (*country*) passport no. [●] issued by [●] (*the authority that issued the passport*) on [●] (*date of the issuance of the passport*), citizen of [●] (*country*), born in [●] (*place of birth, town and country*) on [●] (*date of birth*), resident of [●] (*country - town - street - postal code*) [in case of legal entities: acting in my capacity as legal representative of the legal entity under the corporate name [●], with registered offices at [●] (*country - town - street - postal code*), with [●] (*country*) tax registration number [●] and company registration number [●] (the “Candidate”), hereby declare in connection with the submission of a Proposal in the Tender Process proclaimed by the Fund for the acquisition of real rights and rights of use on real estate properties with development potential as Boutique Hotels (the “Tender Process”) pursuant to the terms of the Request for Proposals dated 1 July 2014 released by the Fund (the “Request for Proposals”), that:

(1) The Candidate is / I am fully aware and accepts / accept without reservation the terms of the Tender Process

(2) All the information, statements, declarations and documents the Candidate has / I have submitted together with his / my Proposal are true and accurate

(3) The Candidate does not / I do not participate in the Tender Process directly or indirectly with more than one Proposals for the same Property as candidate or as a member of a candidate or as a third party providing financial support or in any other capacity¹.

(4) The Candidate satisfies / I satisfy the requirements set out in the Request for Proposals, namely:

(i) I personally / the legal representatives of the Candidate have not been the subject of a conviction by irrevocable judgment or of any investigation by the authorities of my / their country of establishment or anywhere else for any of the following criminal acts:

(a) participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (EU L 300 of 11.11.2008);

¹ In case the prohibition of par. 5.1.1.2 of the Request for Proposals does not apply, due to direct or indirect participation in a listed company by a percentage lower than 5%, the Candidate must solemnly declare details of the said listed company, the organized stock market of the Member State of the European Union or of the European Economic Area or of the Organization for Economic Cooperation and Development, in which the company is listed, as well as the Candidate’s participation percentage therein.



- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 (EU C 195 of 25.6.1997) and Article 2(1) of Council Framework Decision 2003/568/JHA on combating corruption in the private sector (EU L 192 of 31.7.2003);
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (EU C 316 of 27.11.1995);
 - (d) money laundering, as defined in article 1 paragraph 2 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as in force.
 - (e) any of the crimes of misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy.
- (ii) The Candidate is not / I am not bankrupt or in the process of being wound up, has / have not its / my affairs administered by the court, has / have not entered into an arrangement with creditors, has / have not suspended business activities and is / am not in any analogous situation arising from a similar procedure under the legislation of its / my country of establishment.
 - (iii) The Candidate is not / I am not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of suspension of business activities or of any other similar proceedings under the legislation of its / my country of establishment.
 - (iv) The Candidate has not / I have not been guilty of grave professional misconduct.
 - (v) The Candidate has / I have fulfilled its / my obligations relating to the payment of social security contributions in its / my country of establishment.
 - (vi) The Candidate has / I have fulfilled its / my obligations relating to the payment of taxes in its / my country of establishment.
 - (vii) The Candidate is not / I am not guilty of serious misrepresentation in supplying the information required under Section 5.1 of the Request for Proposals and it has / I have supplied such information.
 - (viii) I declare that if I am proclaimed / the Candidate is proclaimed as Preferred Investor, I / it will produce the Awarding Documents provided for in paragraph 7.7 of the Request for Proposals within twenty (20) days from the receipt of a relevant invitation from the Fund.
 - (ix) My Proposal / the Candidate's Proposal shall remain valid for eight (8) months starting on the final date for the submission of Proposals and may be extended, as provided for in the Request for Proposals.



[Place – Date]

Signed by [●],

[Signature]

ANNEX V
PARTICIPATION LETTER OF GUARANTEE TEMPLATE

[Eligible Institution name]

PARTICIPATION LETTER OF GUARANTEE No. [•]
FOR THE AMOUNT OF EURO TWENTY THOUSAND [€ 20.000,00]

1. The present Participation Letter of Guarantee is issued in favor of the HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the “Beneficiary”) at the request of [•] (full name of the Candidate) (the “Candidate”), in accordance with paragraph 6.1 of the Request for Proposals dated 1 July 2014, released by the Beneficiary, in relation to the participation of the Candidate in the international tender process announced by the Beneficiary for the acquisition of real rights and rights of use on real estate properties with development potential as Boutique Hotels, and more specifically for the exploitation of [•] [*the name of the Property to be filled in as applicable*].
2. Capitalized terms used in this letter, unless otherwise specified, have the meaning given to them in the Request for Proposals above.
3. This Participation Letter of Guarantee is provided irrevocably and unconditionally, and we hereby waive the right of division and of discourse, as well as any other objection that the Applicant may have as the principal debtor including the non-personal objections and those deriving from articles 852-855, 862-864 and 866-869 of the Greek Civil Code.
4. The amount of this Participation Letter of Guarantee is at the Beneficiary's disposal and it shall be paid in whole within three (3) Working Days from the receipt of a simple written notification by the Beneficiary, without any objection or challenge by the Bank and without examining the grounds of such request.
5. This Participation Letter of Guarantee shall be valid for eight (8) months starting on the final date for the submission of Proposals. The Bank shall accept to extend the validity of this Participation Letter of Guarantee following a simple written request by the Beneficiary made prior to the expiry date of this letter. The Beneficiary shall proceed to such request only if the extension of the Participation Letter of Guarantee is agreed in writing between the Beneficiary and the Candidate, in accordance with paragraph 6.1 of the Request for Proposals.



6. This Participation Letter of Guarantee is governed by Greek law². The Bank and the Beneficiary, by accepting the present Participation Letter of Guarantee, accept their submission to the exclusive jurisdiction of the Courts of Athens, Greece, over any dispute concerning the present Participation Letter of Guarantee.

7. The issuance of the present Letter of Guarantee by the Bank does not cause any violation of the provisions on the limit set for the Bank in connection with the issuance of participation letters of guarantee.

The Bank

Authorized Signatories

² Or by English law in case the Participation Letter of Guarantee is issued by non-Greek Eligible Institution and is acceptable following consultation with the Fund on its content and terms.