

**NATIONAL BANK OF GREECE S.A.
PROPERTY DIVISION**

ANNOUNCEMENT 227/29.10.2019

NATIONAL BANK OF GREECE S.A. announces the lease of properties, as described hereinbelow, owned by the Bank.

For this purpose, NBG plans to hold a competitive bidding process for each property by means of sealed bids at the offices of NBG's PROPERTY DIVISION, Stadiou 38, Athens, 4th floor (office 418).

The minimum monthly lease, and the date and time of the competitive bidding processes are stated next to the property for lease.

The potential bidders may request further information and receive the General Terms for Lease of the Property and visit the properties for lease by arranging to do so with the competent Service of NBG's Property Division, Stadiou 38, Athens, 4th floor (office 416) (tel.: 0030 210 3345863).

Note that the General Terms for Lease of the Properties, described hereinbelow, can be obtained by the potential bidders not only from the competent NBG Units but also from the Bank's webpage at

DESCRIPTION Real Estate		MINIMUM MONTHLY LEASE in EURO	DATE AND TIME OF COMPETITIVE BIDDING PROCESS	
<u>ATTICA</u>				
1.	Athens Municipality, Stadiou 56 & Eolou 98 Three-storey historic building with total floor area 2,817.16 sq.m. comprised of basement (ancillary space), 476.02 sq.m., ground floor, 713.69 sq.m., mezzanine, 271.85 sq.m., 1st floor, 519.92 sq.m., 2nd floor, 487.83 sq.m. and 3rd floor, 347.85 sq.m.	22,000.00	25.11.2019	10:00 a.m.
2.	Athens Municipality, Apellou 2 & Evpolidos 4 Four-storey historic building with total floor area 1,363.77 sq.m. comprised of basement, 219.10 sq.m., ground floor, 250.08 sq.m., mezzanine, 175.24 sq.m., 1st floor, 237.75 sq.m., 2nd floor, 237.75 sq.m., 3rd floor, 237.75 sq.m. and top floor, 6.10 sq.m.	9,000.00	25.11.2019	12:00 a.m.

Every sealed bid concerning only one real property item should be submitted to the competent Committee on the date and time that the competitive bidding process is held, either in person or by a legally authorized representative. Each bid shall clearly include the bidder's particulars, the specific property, the offered monthly lease, a declaration that the bidder is aware of and unreservedly accepts the Terms for Lease of Property, the bidder's signature and the date.

Having opened the sealed bids, NBG reserves the right to award the property to the highest bidder, or to ask the highest bidder, or all the bidders including the highest one, or some of the bidders depending on their ranking (based on the bids offered) to improve their bids in order to select the winning bidder; accordingly, the competitive bidding process may continue by means of open written bids and counter-bids that are signed by the bidders and recorded in the minutes, until the winning bidder is selected. The minimum bid and counter-bid for each of the above properties is stated in the Terms for Lease of each property, of which the potential bidders shall be aware.

Note that the winning bidder shall, before finalization of the competitive bidding process, deposit to the Committee the amount of the highest bid in cash (in accordance with the restrictions on cash set by Monetary and Tax Authorities), or with a Banker's Draft to the order of NATIONAL BANK OF GREECE S.A., as guarantee for observance of the Terms of Lease.

**NATIONAL BANK OF GREECE S.A.
PROPERTY DIVISION**



**NATIONAL BANK OF GREECE S.A.
PROPERTY DIVISION (025)**

LIST OF TERMS FOR THE LEASE OF PROPERTY

Terms for the lease of a commercial 3-storey historic, listed building owned by National Bank of Greece S.A. with total floor area 2,817.16 sq.m. (basement - ancillary space), 476.02 sq.m., ground floor, 713.69 sq.m., mezzanine, 271.85 sq.m., 1st floor, 519.92 sq.m., 2nd floor, 487.83 sq.m. and 3rd floor, 347.85 sq.m.) in Attica, Athens Municipality, Stadiou 56 & Eolou 98.

The Bank under the name “**NATIONAL BANK OF GREECE S.A.**”, hereinafter NBG, by virtue of its announcement as published in the press, is organizing a competitive bidding process by means of sealed bids, to be held at NBG's PROPERTY DIVISION, Stadiou 38, Athens, 4th floor (office 418), for the lease of the aforementioned building under the following terms:

- Minimum bid for the monthly lease: € 22,000.00. The monthly lease - the amount determined through the competitive bidding process - shall remain unchanged for five years as of the commencement date of the lease. Then, a 10% increase is provided for in the 6th year of the lease. Thereafter, the resulting lease amount adjusted at the rate of 100% of the Consumer Price Index plus 1% on an annual basis, shall apply for each year and up to the termination of the lease agreement. In the event the inflation rate is negative, the minimum adjustment rate shall be 1%.
- Stamp duty: this is exclusively borne (3.6%) by the tenant. Any relevant expenses for utility bills, municipal impositions, taxes, etc. are also borne by the tenant.
- Guarantee for the lease: one (1) monthly lease.
- Commencement of lease: the moment the property is available to the tenant, from NBG, i.e. the moment the private lease agreement is signed.
- Lease duration: through to 30.12.2058.
- The potential bidders are required to visit the property and be aware of its condition.
- A significant part of the said building with the passing of the time has suffered considerable wear and tear, internally and externally. Any repair works required shall be carried out upon approvals/ permits from the competent bodies, so as to be suitable for use, respecting its unique architectural style and features and taking into account its prominent location in a historic part of central Athens. In any case NBG through its Technical Services Sector reserves the right to supervise all works and the tenant shall allow the Bank's staff to monitor the type and progress of the works required.

Any improvements - additions made by the tenant in the property (always upon the relevant approval of the lessor Bank) shall be for the benefit of the property after the termination of the lease agreement, the tenant waiving explicitly and unreservedly any compensation claim arising from such reason.

All expenses arising from the renovation of the said property such as the cost of the works, issuance of building permits, preparation of static permits, issuance of other certificates, etc. shall be borne exclusively by the tenant.

Note that the property has been designated as a work of art (monument of the modern era) by the Ministry of Culture by virtue of Government Gazette 690B/1980 and is listed as a historic building by the Ministry for the Physical Planning and the Environment by virtue of Government Gazette 314D/1984.

- The tenant will be given a grace period up to 2 years as of the execution of the lease agreement (commencement date of lease) so as to enable the lease amount to be formed in line with the operational needs of its potential use. In any case after the lapse of the aforementioned 2-year period, the tenant shall pay the monthly lease even if he does not use the building.



**NATIONAL BANK OF GREECE
PROPERTY DIVISION (025)**

LIST OF TERMS FOR THE LEASE OF PROPERTY

Terms for the lease of a commercial 4-storey historic, listed building owned by National Bank of Greece S.A. with total floor area 1,363.77 sq.m. (basement, 219.10 sq.m., ground floor, 250.08 sq.m., mezzanine, 175.24 sq.m., 1st floor, 237.75 sq.m., 2nd floor, 237.75 sq.m., 3rd floor, 237.75 sq.m. and top floor, 6.10 sq.m) in Attica, Athens Municipality, Apellou 2 & Evpolidos 4.

The Bank under the name “**NATIONAL BANK OF GREECE S.A.**”, hereinafter NBG, by virtue of its announcement as published in the press, is organizing a competitive bidding process by means of sealed bids, to be held at NBG's PROPERTY DIVISION, Stadiou 38, Athens, 4th floor (office 418), for the lease of the aforementioned building under the following terms:

- Minimum bid for the monthly lease: €9,000.00. The monthly lease - the amount determined through the competitive bidding process - shall remain unchanged for five years as of the commencement date of the lease. Then, a 5% increase is provided for in the 6th year of the lease. Thereafter, the resulting lease amount adjusted at the rate of 100% of the Consumer Price Index plus 1% on an annual basis, shall apply for each year and up to the termination of the lease agreement. In the event the inflation rate is negative, the minimum adjustment rate shall be 1%.
- Stamp duty: this is exclusively borne (3.6%) by the tenant. Any relevant expenses for utility bills, municipal impositions, taxes, etc. are also borne by the tenant.
- Guarantee for the lease: one (1) monthly lease.
- Commencement of lease: the moment the property is available to the tenant, from NBG, i.e. the moment the private lease agreement is signed.
- Lease duration: through to 30.12.2058.
- The potential bidders are required to visit the property and be aware of its condition.
- A significant part of the said building with the passing of the time has suffered considerable wear and tear, internally and externally. Any repair works required shall be carried out upon approvals/ permits from the competent bodies, so as to be suitable for use, respecting its unique architectural style and features and taking into account its prominent location in a historic part of central Athens. In any case NBG through its Technical Services Sector reserves the right to supervise all works and the tenant shall allow the Bank's staff to monitor the type and progress of the works required.

Any improvements - additions made by the tenant in the property (always upon the relevant approval of the lessor Bank) shall be for the benefit of the property after the termination of the lease agreement, the tenant waiving explicitly and unreservedly any compensation claim arising from such reason.

All expenses arising from the renovation of the said property such as the cost of the works, issuance of building permits, preparation of static permits, issuance of other certificates, etc. shall be borne exclusively by the tenant.

Note that the building is listed as listed as a historic building by the Ministry for the Physical Planning and the Environment by virtue of Government Gazette 102D/1990.

- The tenant will be given a grace period up to 1 year as of the execution of the lease agreement (commencement date of lease) so as to enable the lease amount to be formed in line with the operational needs of its potential use. In any case after the lapse of the aforementioned 1-year period, the tenant shall pay the monthly lease even if he does not use the building.
- The tenant is entitled to sub-lease the building only upon the written consent of the lessor, i.e. NBG.
- The tenant is under obligation to insure the property, excluding the insurance provided by NBG

against fire and earthquake (the premium of which is borne by the tenant), at his own cost for civil liability against third parties, etc., regarding any works required for the building's renovation/reconstruction during such works, and thereafter when the property comes into use. The insurance company shall be selected by NBG.

- In the event the said lease agreement takes the form of a notarial deed and is transcribed in the books of the competent Registry of Deeds, any fees arising shall be borne by the tenant.
- The tenant undertakes exclusively the care, responsibility and fees for the issuance of any permit required by any Body regarding the operation of the building in line with its use, and shall neither have nor hold any demand, claim or right against the lessor Bank in the event the tenant is not granted the said permit for any reason whatsoever.

To participate in the competitive bidding process, potential bidders should take into consideration the following:

1. On the date and time that the competitive bidding process is held, bidders, having examined the actual and planning status of the property for lease and having decided that the said property is appropriate for their purposes, should submit their bids to the competent Committee in a sealed envelope. The sealed envelopes are submitted by the bidders, either in person or by their legally authorized representative.
2. Prior to delivering their bids, bidders shall deposit with the Committee the sum of €9,000.00 in the form of a Banker's draft to the order of National Bank of Greece or a Letter of Guarantee issued by a bank other than NBG, guaranteeing their participation in the competitive bidding process and, if the bidder is eventually declared the highest bidder, for the coverage of the deposited guarantee for the good performance of the lease terms on behalf of the tenant.
3. Every sealed envelope shall include only one bid with no terms, conditions or vague expressions that may give rise to uncertainty.
4. Every sealed bid is submitted in a sealed non-transparent envelope and shall include:
 - The bidder's particulars, i.e. name and surname (in the case of individuals) or full company name and the particulars of its legal representative(s) (in the case of legal entities), address, telephone and ID number (in the case of individuals), TIN and Tax Office (in the case of individuals and legal entities).
 - The offered monthly lease for the building.
 - The bidder's declaration that he has been notified of the terms set out in the present Terms for Lease of the Property, and that he unreservedly accepts them.
 - Date
 - Bidder's signature
5. Submission of bids on behalf of a third party is possible, provided that the individual or legal entity, whether existing or to be established, to whom the property will be leased in the event that they win the bidding process, is declared in the bid. This declaration may also be submitted at the commencement of the competitive bidding process.
6. The Committee collects and opens the sealed bids, which are initialled by all present, in front of the bidders and then announces who the highest bidder is.
7. NBG after the sealed bids are opened, reserves the right to lease the property to the highest bidder, or to ask the highest bidder, or all the bidders including the highest one, or some of the bidders depending on their ranking (based on the bids offered) to improve their bids in order to select the winning bidder; accordingly, the competitive bidding process may continue by means of open written bids and counter-bids, the minimum being the amount of €500.00, that are signed by the bidders and recorded in the minutes, until the winning bidder is selected.

8. The winning bidder shall, before finalization of the competitive bidding process, adjust (if necessary) his deposited guarantee (€9,000.00) so as to cover the guarantee amount equivalent to the amount of a monthly lease (corresponding to the lease amount of the final bid), in cash (in accordance with the restrictions on cash set by Monetary and Tax Authorities), or with a Banker's Draft to the order of National Bank of Greece, or a letter of guarantee issued by a bank other than NBG. Should the winning bidder fail to deposit the guarantee supplement, he shall be deemed to have forfeited his interest in leasing the property.
9. When the aforesaid process has been completed, the file concerning the lease of the property shall be forwarded to the competent Bodies of NBG, which will decide whether to confirm and approve the outcome of the competitive bidding process. Thereafter, NBG's decision will be communicated forthwith to the highest bidder in a letter sent by registered mail, which shall specify the date by which the lease agreement shall be signed.
10. The bids delivered are not binding for NBG, and the Bank does not undertake any obligation regarding the lease of the property to the bidders taking part in the competitive bidding process. Also, NBG reserves the right, at its absolute discretion, not to lease the property, cancel the said process or repeat it with the same terms or in any other way, and irrespective of the monthly lease amounts offered. Should NBG cancel the competitive bidding process, the guarantee shall be returned without any interest thereon. If the lease agreement is not effected due to a failure or fault on the part of the highest bidder, the amount guaranteed shall be forfeited in favor of NBG.
11. The potential tenants undertake exclusively the preparation and responsibility for the issuance of any permit required by any Body regarding the operation of the said property and shall have no claim against NBG in the event they are unable to obtain a permit for any reason whatsoever. In such case the lease amounts already paid are not returned and remain in the hands of NBG as a fee for the use of the property, or otherwise as a penalty clause.
12. The said competitive bidding process is not subject to the provisions governing Public Auctions.

I have taken knowledge of the terms for the lease of this property owned by your company and I unreservedly accept them, as well as of the actual and urban planning regime applying to this property. In the event I am the winning bidder, I declare that I accept to lease the said property at its actual, current state described hereinabove, which I am fully aware of and I expressly, explicitly and, after the examination of the property with the help of specialized partners, unreservedly accept waiving all claims, demands or rights against your company that may arise from the property's actual and urban planning status, and I declare that your company shall bear no responsibility therefor.

NATIONAL BANK OF GREECE S.A.

THE BIDDER