



NATIONAL BANK OF GREECE S.A.

Registered Office: 86 Aiolou St., 105 59, Athens, Greece
General Commercial Registry (G.E.M.I.) No 237901000

REO Division (020)

LIST OF TERMS

FOR THE SALE OF PROPERTY

SALE PRICE UP TO € 300,000

NATIONAL BANK OF GREECE S.A. publishes on its website at www.realestateonline.gr real estate in its ownership to be auctioned, including the minimum sale price (reserve price) for each property. For real estate posted on the above site **with a starting sale price lower than €300,000 per property**, the procedure of **Direct Sale of Property** may be applied subject to the conditions described in detail below.

To participate in an auction of the Bank's property with a **starting sale price lower than €300,000** per property, potential bidders should take into consideration the following:

1. Potential bidders, or external real estate agents acting on their behalf, shall communicate with the REO Division, at the telephone number or email posted on the platform, in order to receive information and instructions regarding the bid. Following the above communication, the required forms and other relevant instructions for a successful bid submission shall be sent to the e-mail address (from which the bid request was sent or which was designated by the potential bidder during their communication with the Bank) of the potential bidders, or of the external agent acting on their behalf, from the e-mail address.

The bidders, having examined the actual, legal and planning status of the properties for auction and having decided that said properties are appropriate for their purposes (note that the examination of the actual, legal and planning status on behalf of the final bidder and the ascertainment that the properties are appropriate for the bidders' purposes, shall be expressly stated in the transfer contract - see hereinbelow article 11 hereof), should submit their bid for a specific property either directly to the REO Division or through an external agent acting on the bidder's behalf.

2. The bid may be submitted as soon as the relevant properties are posted on the electronic platform; however, the bid shall be examined by the Bank after the lapse of twenty (20) calendar days from the day of posting, i.e. when the properties shall be available for sale and bear the indication "Buy Now".



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Subsequently, following the above, the bidder or the authorized external agent shall send to the REO Division, in digital form, via e-mail at SALESREO@NBG.GR, the following required documents, provided they are digitally authenticated via www.gov.gr, otherwise, if digital authentication is not available, the original documents shall be delivered to the REO Division, Stadiou 38, Athens, in order for the bid to be reviewed.

a) Letter of Intent to purchase Real Property, duly signed (digitally authenticated or original document).

b) Evidence of payment of 10% of the price offered, as follows:

either by cash deposited to the NBG escrow account IBAN: **GR 440110080000008000817521** and notify the Bank in writing of: the bank account (IBAN) from which the amount of the said deposit was transferred, the amount deposited, and the ref. number of the relevant money transfer.

Note that the guarantee amount should appear as “available” in NBG’s escrow account prior to the approval of the bidder’s bid/ proposal, otherwise the bid/ proposal will not be approved,

either in the form of a letter of guarantee issued by a recognized Greek or foreign bank as per the template in the annex, of a sum equal to 10% of the offered price. This letter of guarantee shall be submitted to the Bank (Stadiou 38, GR 105 64, Athens, REO Division) and once the review of the required documents is completed, the bid can be approved;

or in the form of a bank draft issued by a Greek bank. This bank draft shall be submitted to the Bank (Stadiou 38, GR 105 64, Athens, REO Division) and once the review of the required documents is completed, the bid can be approved.

Note that the above payment of a sum equal to 10% of the offered price guarantees compliance with the terms of the sale, if the property is awarded directly to the bidder, or participation in the public tender that may be held and observance of the terms thereof, but in no event shall this mean that the property is conclusively awarded.

c) The present List of Terms for Sale, duly signed (digitally authenticated or the original document).

Following receipt of the above documentation, the Bank shall examine them for completeness and correctness. If the documents are not complete/ correct, the competent REO Officer shall communicate with the bidder or their authorized agent so that they are completed or corrected and resubmitted for a new examination.



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The bidder's bid/proposal shall be deemed valid when all the above documents have been sent to the Bank and are complete and correct.

3. Properties on the electronic platform, for which bids have been received and registered, bear the indication "Offer submitted" for the information of other interested persons.

4. A valid bid shall be accepted by the Bank, provided that it covers the starting price set by the Bank and:

4.1. No other valid bid has been submitted until 23:59 of the third (3rd) business day following the twentieth (20th) calendar day as of the day on which the property was posted, provided that the (first) bid had been submitted within the said twenty (20) calendar day deadline

4.2. No other valid bid has been submitted until 23:59 of the third (3rd) business day as of the submission of the (first) valid bid, provided that the (first) bid had been submitted after the twentieth (20th) calendar day as of the day on which the property was posted.

The day of submission of the first valid bid shall not be taken into account in the calculation of the above three business day deadline.

Following the acceptance of the official bid by the Bank and receipt of the relevant approvals from the Bank's competent Committees, the bidder is awarded direct sale of the property, subject and without prejudice to compliance with the applicable AML/CFT regulatory framework. The compliance shall be ensured by the competent Bank Units that shall apply the KYC and source of wealth verification procedures to the successful purchaser/investor, including the beneficial owner.

4.3 As regards properties bearing the indication "Buy Now", in the event that another bidder has also submitted a valid bid at the starting price set by the Bank until 23:59 of the third (3rd) business day as of the day of receipt of the first bid, then the ascending price auction procedure (physical or online) shall be followed, as provided for in the Real Estate Activities Regulation, in which any interested person, **in addition** to the above persons who have already submitted valid bids from the time of posting of property until the time that the indication "Buy Now" was set, may participate and which (the auction) shall be announced within five (5) business days after the lapse of the above deadline. In such case, the indication "Buy Now" shall be replaced by "Tender To Be Announced".

The tender shall be announced by the Bank in physical or online form, and at least one (1) day prior thereto any interested person wishing to participate therein, **in addition** to the above persons who have already submitted valid bids from the time of posting of property until the time that the indication "Buy Now" was set, shall submit the required documentation set out in detail under term 2 hereof, provided that following their examination the said documents would be complete and correct. Bidders who have submitted their bids as per the procedure of **term 2** shall be notified in

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writing of their participation in the tender, through an e-mail sent by the Bank. Starting price shall be the price of the highest bid.

5. Terms and conditions governing the Public Tender (Auction):

5.1 To participate in the auction, the potential bidders must present:

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

5.2 Submission of bids on behalf of third parties subject to relevant authorization is possible, provided that the natural person or the legal entity, whether existing or to be established, to whom the property will be transferred in the event that they win the bidding process, is declared in the bid. Such statement can also be submitted upon commencement of the auction process. If a declaration is submitted by a third party on behalf of a legal entity to be established, the declaration must also specify the individual or legal person in whose name the transaction will be made if the entity to be established has not actually become an official legal entity by the date of signing the sale agreement.

Ex-post modification of these terms is possible only if the highest bidder, as per the above, participates in the purchase by at least 50%, or the final bidder (individual or legal entity), as per the above, participates by at least 50% in the share capital of the legal entity proposed as the purchaser, as well as in cases where the initial bidder and the purchaser are legal entities in which they participate in the share capital by at least 50%, or the final purchaser is a member of their family (spouse, child, parent), or the purchase is effected by virtue of a leasing agreement concluded with Ethniki Leasing S.A. or other company.

5.3 The auction Committee collects the open written bids and counterbids, which shall be submitted signed by the bidders and recorded in the minutes. The bidders should increase the bid each time prevailing by a whole increment, as specified in the Additional Special Terms for each property, of which the potential bidders must be aware.

5.4 Bidders who have deposited the relevant guarantee prior to the call for tender are considered to accept their participation in the tender by means of a bid equal to the one already submitted. If after the end of the tender there are bids of equal amount, the successful bidder shall be the person who submitted their bid earliest, taking also into consideration the bids submitted prior to the tender and participating therein as above.

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If none of the above attends the public tender as announced, the guarantee shall be forfeited by the person who has submitted the bid earliest. Only if after the end of the tender there is a highest bidder, the amount of the guarantee shall be refunded to the potential bidder who did not participate in the tender.

- 5.5 The winning bidder shall, by the end of the following business day (23:59), adjust – if necessary – the guarantee previously submitted to 10% of the amount of their bid, using the methods set out in **term 2b** hereof, to secure observance of the terms of the auction, but in no event shall this mean that the property(/-ies) is(/are) conclusively awarded.
- 5.6 Failure to adjust – if necessary – the amount of the guarantee shall be deemed as a waiver of the highest bidder’s interest in purchasing the property. In such event the initial participation guarantee shall be forfeited in favour of the Bank, which reserves the right to award the property to the next highest bidders, who shall in turn be called to supplement the amount of the guarantee deposited to 10% of their final bid, if required.
- 5.7 The guarantee amounts deposited by the non-winning bidders shall be returned thereto without interest, as soon as the winning bidder supplements the amount of the guarantee deposited to 10% of their final bid.
6. When the process of paragraphs 4 and 5 hereof has been completed, the file concerning the sale of the properties shall be forwarded to the Bank’s competent Bodies that will decide whether to confirm and approve the outcome of the auction.
- Thereafter, the Bank’s decision shall be communicated to the highest bidder by
- an e-mail sent from SALESREO@NBG.GR to the e-mail from which the bid was sent, followed and
 - a registered mail to a postal address designated by the bidder in the Letter of Intent.
- which shall constitute approval of the sale effective as of the date of the letter, and specify the date by which the transfer contract shall be signed.
7. The drawing up of the sale contract shall be assigned to a notary public selected by the Bank. The signing of the sale contract must be completed within thirty (30) days as of the written notification of the Bank to the purchaser that the legal procedures have been completed and the contract is ready to be signed by the contracting parties. Indicative and not limiting, it is noted that the average time for signing a sales contract does not exceed, usually six (6) months from the date of approval.
8. The total expenses of each sale, i.e. notarial fees, taxes of any nature, duties, and transfer, packaging,

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and safekeeping expenses, as well as any other tax or duty, shall be borne by the purchaser.

9. Payment of the sale price of the property shall be fully effected, in principle, on the date the sale contract is signed (either by a Banker's Draft or in cash, in accordance with the restrictions set by Monetary and Tax Authorities).

It may also be carried out in the follow ways:

a) By the proceeds of a loan, for up to 80% of the sale price, whether:

- Granted by NBG, under the terms and conditions governing such type of loans, in which case the real estate concerned shall be transferred under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the lending Bank in security of the loan so granted, provided however that at least 20% of the sale price shall be paid (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) at the time of signing the sale contract and that the balance outstanding will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. In this case, interest accrued on the outstanding balance, for the period from the date of signing the sale contract to the date of collection of the credited price, shall be collected concurrently with the outstanding balance of the sale price.

If the winning bidder declares that payment shall be effected by means of the proceeds of a housing or business loan, which they intend to obtain from NATIONAL BANK OF GREECE S.A., the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (in cash) for the sale price of the awarded property. In any event, if the condition subsequent is not met, the sale shall be reversed and ownership, possession and tenancy of the property shall ipso jure revert to the seller, while the amounts already paid shall be forfeited in favour of the seller as a penalty, otherwise as a fee for the use of the property.

- or granted by another bank or financial institution, in which case the properties will be sold without retention of ownership and possession, against payment, however, of at least 20% of the sale price (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) on the date of signing the sale contract, and provided that the balance outstanding, will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. In this case, prompt payment of the outstanding balance shall be secured by a Letter of Guarantee issued by another bank

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for the same amount plus a margin covering our Bank's claim under the principal and the interest thereon for the entire period of the credit facility. The text of the Letter of Guarantee must be approved by the seller beforehand.

- In addition and in the event of failure to submit the Letter of Guarantee as above, in replacement thereto the transfer may be made under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the lending Bank in security of the loan granted by it, provided however that at least 20% of the sale price shall be paid (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) at the time of signing the sale contract and that the balance outstanding will be collected within a period not longer than two (2) months as of the issuance of the certificate of transfer registration/filing of the sale contract with the competent Registry of Deeds/ Land Registry, plus interest thereon, for the period from the date of signing the contract to the date of its collection by NBG and the full repayment at an interest rate of % . In this case, interest accrued on the outstanding balance, for the period from the date of signing the sale contract to the date of collection of the entire credited price, shall be collected concurrently with the outstanding balance of the sale price. If the winning bidder declares that payment shall be effected by means of the proceeds of a housing or business loan, which they intend to obtain by another bank or financial institution, the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (in cash) for the sale price of the awarded property. In any event, if the condition subsequent is not met, the sale shall be reversed and ownership, possession and tenancy of the property shall ipso jure revert to the seller, while the amounts already paid shall be forfeited in favour of the seller as a penalty, otherwise as a fee for the use of the property.

b) By means of a leasing arrangement, which should include ETHNIKI LEASING S.A.

If this mode of property transfer is chosen, i.e. via ETHNIKI LEASING S.A. or any other firm, the bidder shall address the leasing firm ahead of the event, so that the firm can decide, in a timely manner vis-a-vis the property transfer, whether or not to accept the application for a leasing contract.

10. Up to the time of the award of the sale under term 6 hereof, the Bank is entitled, at its absolute discretion, to reject the direct sale to the potential purchaser or cancel the auction, repeat it, or even transfer the property in any other way whatsoever. If, following the award of the sale, the highest bidder fails to sign the sale contract within the period specified, the Bank is entitled either to insist

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on the signing of the contract (in which case the highest bidder shall also be required to pay default interest from the date of expiry of such period to the date of signing the contract), or revoke the auction and cancel the sale, though reserving in both cases all its claims against the highest bidder. In the event that the Bank accepts the highest bidder's request (submitted in writing prior to the expiry of the deadline, as unilaterally specified by the Bank, for signing of the contract) for an extension to the deadline for signing the sale contract, the highest bidder shall also pay interest on the price, at the rate applied by the Bank as at the date of signing the contract to fixed assets loans (if the property sold is a factory, industrial facility, hotel, or machinery) or to housing loans (for other types of property), from the date of expiry of such period to the date of signing.

11. The Bank shall transfer the property as is, in legal, actual and planning terms that are known to the bidders, without having any liability thereto. The bidders declare that they have checked and examined the properties on an actual, legal and planning basis (in the case of real property), that the properties are appropriate for the bidders' purposes, and that the Bank shall bear no liability for any material defect, the purchaser waiving all rights arising from any material defect of the properties, especially under articles 516 and 540 of the Greek Civil Code.

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

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



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- That they accept any terms agreed in the property transfer contract.

- 12. Should the Bank reject the sale forthwith of the property or cancel the auction, the guarantee shall be returned without any interest thereon. If the sale is not effected due to a failure or fault on the part of the depositor of the guarantee, the amount thereof shall be forfeited in favour of **NATIONAL BANK OF GREECE S.A.**
In the event that the auction takes place, the amounts paid as a guarantee by the other bidders who did not emerge as bidders are returned without interest, when the bidder completes the deposited guarantee at the rate of 10% of the amount of his bid.

- 13. Bids for the purchase of factories shall concern the entire premises of the factory as a single lot (land, buildings, other plant and machinery).

- 14. Any duties, taxes due, and other expenses deriving from duty-free imported machinery shall be fully charged to the purchaser.

- 15. **NATIONAL BANK OF GREECE**, as Data Controller, shall process the personal data that come to its knowledge in the context and for the purposes of performing the auctions, in accordance with the provisions of the General Data Protection Regulation 2016/679 (GDPR) and the specific regulatory framework for its implementation. For further information on data protection, interested parties can refer to National Bank's Privacy Policy available at the Bank's branch network and on its website (<https://www.nbg.gr>).

- 16. **NATIONAL BANK OF GREECE** represents that all its legal rights are reserved.



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SPECIFIC ADDITIONAL TERMS

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

Description:

Reg.No.....

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

Also, I have taken knowledge of the following:

1. The minimum bid is set at €..... (EUR thousand).
2. In the event of escrow on movable objects, N.B.G. is responsible for their removal.
3. The town planning and legal issues of the property can be checked by a civil engineer – lawyer of their choice.
4. In the event that the interested party identifies, or in issuing of Electronical Building Certificate, divergences from the property’s condition as described hereinabove, following a respective review, the Bank may take any action to resolve such divergences.
Any divergences within the permitted legal framework may remain unresolved, on the condition that there is no problem in the property transfer.
5. In the event of an ascending price e-auction procedure, the bidders should increase the bid each time prevailing by a whole increment of €..... (in the event of a public tender procedure, the bidders should increase the bid each time prevailing by submitting open bids and counter offers in writing, and each successive bid must be higher than the previous one by at least €..... which shall be submitted signed by the bidders and recorded in the minutes).



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- 6. In the event that the competent notary public, upon reviewing the property’s file and before drafting the sale contract, requests that amendments be made on the establishment of horizontal and vertical properties, the signing of the contract shall be postponed until after the completion of the said actions without any liability on the part of the buyer. If these (amendments) are not possible the Bank shall not be liable to the bidder of the auction if the sale is not effected and in this case the amount of the guarantee (10%) paid for the relevant public sale shall be returned to him without interest.
- 7. The seller Bank shall bear no responsibility for the water supply and connection (EYDAP rights), phone landline service, electricity, connection to natural gas supply, connection to the sewerage network or for any relevant expenses (application, approval, installation, connection, etc.).
- 8. In the event that the property is **UNFINISHED** (unfinished building), the seller Bank shall bear no responsibility for any pending financial issues of any kind whatsoever related to the issuance of the building permit and the connection of the property with the water supply and electricity network or for any debts of the Buildings Registry to IKA or EFKA that are related to the TIN of either the contractor or the former owner and the person occupying the property before NBG, which were generated prior to the award of the property to the Bank.

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

- www.realestateonline.gr , phone. 210-3345327, email: info@realestateonline.gr

Athens, (date) -.-.-2024

THE BIDDER