

Registered Office: Aiolou 86, GR 105 59, Athens GEMI No. 237901000 **REO DIVISION (020)**

LIST OF TERMS FOR

THE LEASE OF PROPERTY AT A LEASE PRICE

LOWER THAN €50,000 (ANNUALLY)

NATIONAL BANK OF GREECE S.A. publishes on its website at **www.realestateonline.gr** properties in its ownership to be leased, including the minimum lease price (reserve price) for each property.

For properties posted on the above site with a starting lease price lower than €50,000 (annually) per property, the procedure of Direct Lease of Property may be applied subject to the <u>conditions</u> described in detail below.

To participate in the leasing procedure of the Bank's property with a starting lease price lower than €50,000 (annually) per property, prospective bidders should take into consideration the following:

- 1. Prospective 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 prospective bidder during their communication with the Bank) of the prospective bidders, or of the external agent acting on their behalf, from the e-mail address. Leaserequests@nbg.gr The bidders, having examined the actual status of the properties for lease and having decided that said properties are appropriate for their purposes (note that the examination of the actual 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 lease contract), 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



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days from the day of posting, i.e. when the properties shall be available for lease and bear the indication "Rent Now".

Accordingly, the bidder or the external agent, who is acting on behalf of the bidder, sends in digital form, via e-mail at <u>Leaserequests@nbg.gr</u> the following required documentation, provided they bear digital document verification via www.gov.gr whereas, in case digital document verification of the hereinabove documents is not possible, the submission of the original documents with physical presence is required at Stadiou 38, Athens (REO Division) so that the bid can be examined.

a) A Letter of Intent to Lease Property duly signed (digital document verification or submission of original document).

b) Evidence of payment of 10% of the annual lease offered, either by cash deposited to the NBG escrow account IBAN: and written notification to the Bank evidencing: 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 the Bank's escrow account prior to the approval of the bid/proposal of the bidder, otherwise the bid/proposal will not be approved.

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

C) The present List of Terms for the Lease of Property duly signed (digital document verification or submission of 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



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and resubmitted for a new examination.

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 reserve lease price set by the Bank <u>and</u>:

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 or

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 lease of the property.

The property shall be awarded to the winning bidder 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 lessee, including the beneficial owner.

4.3 As regards properties bearing the indication "Rent Now", in the event that another bidder has also submitted a valid bid at the reserve lease 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 tender 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 "Rent Now" was set, may participate and which (the tender) shall be called within five (5) business days after the lapse of the above deadline. In such case, the indication "Rent Now" shall be



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replaced by "Tender To Be Announced".

The tender shall be called 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 "Rent 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 writing of their participation in the tender, through an e-mail sent by the Bank. Reserve price shall be the price of the highest bid.

5. Terms and conditions governing the e-tender are set in the relevant e-tender terms that prospective bidders will be asked to sign, whereas for the Physical Open Tender, the following apply:

5.1. On the date and time of the tender, the bidders, – having reviewed the actual status of the property and having determined that it is appropriate for the intended use– file sealed (in an envelope) bids to the competent Committee. The envelopes containing the sealed bids shall be submitted by the bidders either in person or by a legally authorized representative.

5.2. Every sealed envelope shall include only one bid with no terms, conditions or vague expressions that may give rise to uncertainty.

5.3. Every sealed bid should be submitted in a sealed non-transparent envelope and should include the following:

- 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 property (in words and numbers).
- Declaration by the bidder that he is aware of the terms hereof and unreservedly accepts such.
- Description of the use intended for the lease.
- Date and the bidder's signature.



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5.4. Submission of bids on behalf of third parties is possible, provided that the individual or the legal entity, to whom the property will be leased in the event that they win the bidding process, is stated in the bid. Such statement can be submitted upon commencement of the process.

5.5. The tender Committee collects and opens the sealed bids in front of the bidders or their representatives, the bids are initialled by all present and then the Committee announces who the winning bidder is.

5.6. After the sealed bids are opened, NBG reserves the right to award the property to the winning bidder, or to ask the winning bidder, or all the bidders including the winning one or some of the bidders, according to their ranking (depending on the amount of their bids) to improve their bids. Thereafter, the tender shall immediately continue, until the winning bidder is selected, by submitting open bids and – counter-bids in writing, each successive bid being higher than the previous one by an increment of at least \in , and such bids shall be signed by the bidders and recorded in the minutes.

5.7. Before finalization of the tender, the winning bidder shall adjust, if necessary, their deposited guarantee (€) so as to cover the guarantee amount, i.e. 10% of the annual lease (corresponding to the lease amount of the final bid). Failure to deposit the additional amount of the guarantee shall be deemed as a waiver of the winning bidder's interest in leasing the property.

5.8. Following completion of the said process, the file containing the bids shall be forwarded to NBG's competent Bodies that will decide whether to confirm and approve the outcome of the tender. Thereafter, NBG's decision will be communicated to the winning bidder via e-mail. The email sent shall specify the date by which the lease contract shall be signed.

5.9. The bids delivered are not binding on NBG, and NBG does not undertake any obligation regarding the lease of the property to the bidders taking part in the tender. Also, NBG reserves the right, at its absolute discretion, not to lease the property, to cancel the said process or repeat it under the same terms or in any other way, irrespective of the monthly lease amounts offered.

5.11. Up to the time of the award of the lease under term ... hereof, the Bank is entitled, at its absolute discretion, to reject the direct lease to the prospective lessee or cancel the tender, repeat it, or even lease the property in any other way whatsoever.

Should the Bank cancel the tender, the guarantee shall be returned without any interest thereon. If the lease contract is not effected due to a failure or fault on the part of the winning



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bidder, the amount of the guarantee shall be forfeited in favor of NBG.

5.12. Should the tender take place, 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. 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 tenders, 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).

7. NATIONAL BANK OF GREECE represents that all its legal rights are reserved.



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SPECIFIC ADDITIONAL TERMS

Region, Regional Unitno., Municipality, street....., no. Description:

Reg. No. of Property

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

Also, I have taken knowledge of the following:

- **1. Commencement of lease:** The lease contract shall be executed within one (1) month of the date the award letter is sent to the winning bidder by NBG.
- 2. Term of lease: years
- 3. Minimum reserve price for the monthly lease: €

The final lease will be adjusted annually at the rate of 100% of the Consumer Price Index, plus 2%. In the event the inflation rate is negative, the minimum adjustment rate shall stand at 2%.

- 4. In the event of an ascending price e-tender 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 bids in writing, and each successive bid must be higher than the previous one by at least €....., which shall be signed by the bidders and recorded in the minutes).
- **5.** Note that NBG reserves the following option and is entitled to exercise such once throughout the contractual, legal or compulsory term of the lease, after the lapse of the contractual lease term. Specifically, in the event that, in its judgment, a substantial change in the circumstances occurs, NBG has the right to invite the lessee in writing and duly provably to negotiate for the purpose of determining a new basic monthly lease. If, for any reason whatsoever, no mutual agreement has been reached between the parties within a fortnight from the invitation to determine a new lease, the lease shall be determined by an Appraiser (and in particular by the Board of Certified Appraisers, or any legal entity set up in the future in replacement thereof, or by an internationally recognized appraiser's agency), who NBG shall address (authorized to do



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so irrevocably by the lessee) and whose appraisal shall be binding. The procedure cost shall be borne by the lessor.

- **6.** Stamp duty: this is exclusively borne (...%) by the lessee. Any relevant expenses for utility bills, municipal rates, taxes, etc. are also borne by the lessee.
- 7. Guarantee for the lease: 10 % of the total annual lease
- 8. In addition, the lessee undertakes:
- To cover the cost of any maintenance or repair works carried out on the leased property during the lease term.
- To allow the Technical Services of NBG to monitor, if desired, the type and progress of any repair/ development works etc. on the property.
- The lessee undertakes exclusively the care, responsibility and fees for the issuance of any permit required by any Authority regarding the operation of the said property in line with its intended use, and shall neither have nor hold any demand, claim or right against NBG in the event the lessee is not granted the said permit for any reason whatsoever.
- If, for duly evidenced and justified reasons, the lessee has not obtained a permit from the competent Authority to operate the leased property in accordance with the intended use, the lessee shall be entitled to request termination of the lease contract, without incurring any liability for the period after the termination, provided that the lessee has paid all leases for the period prior to the termination.
- In case of any additions to the property, always having obtained the necessary permits from the competent authorities, after the termination of the lease the lessee shall have to remove such additions (so as not to substantially alter the use of the leased property) and deliver the leased property to the lessor vacant and free.

For any clarification or further information prospective bidders should contact the Bank's REO Division:

- T:....
- email:



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Date

Athens, (date)2024

THE BIDDER

(Full name and signature)