ПАРАРТНMA (I)

Нисооипทí 14.11.2014
TAMEIO AEIOПOIHEHE IAISTIKHE ПEPIOYEIA乏 TOY AHMOEIOY A.E. $o \Pi \omega \lambda \eta \pi \eta ร$
kal

## HELLINIKON GLOBAL I S.A.

o Ayopartís
кんul

## LAMDA DEVELOPMENT ANONYMH ETAIPEIA IYMMETOXSN KAI AEIOПOIHEHE AKINHTON <br> - Eqpuntís rov Ayopaotí <br> кaı <br> TO EAAHNIKO AHMOLIO

## EYMBALH AГOPAПQAHEIAE METOXAN


EAAHNIKO A.E.

## Піхакац Перьєұоив́v@v

## Apopo

1 OPI 1 MOI
$2 \quad \Sigma \mathrm{YM} \Phi \Omega \mathrm{NLA} \Pi \Omega \Lambda H \Sigma H \Sigma \mathrm{~T} \Omega \mathrm{~N}$ METOX $\Omega \mathrm{N}$
3 TIMHMA KAI KATABOAE TOY $\triangle I K A I \Omega M A T O \Sigma ~ E \Pi I ~ A I O \triangle O \Sigma E \Omega N ~$
4 METABIBAEH METOXQN
5 ЕГГҮHTIKE Е ЕПI $\mathrm{TOAE} \Sigma$
$6 \quad \triangle H A \Omega \Sigma E I \Sigma$ TOY ПQАНТН.
$7 \quad \triangle \mathrm{IABEBAI} \Omega \Sigma E I \Sigma$ KAI $\triangle H A \Omega \Sigma E I \Sigma$ TOY АГOPA $\Sigma$ TH
8 ANAAHYH KIN $\triangle Y N Q N$ AПO TON AГOPAГTH
9 YПOXPE $9 \Sigma E I \Sigma$ TOY АГОРАЕTH META TH METABIBAटH
10 YПOXPE $\Omega$ ЕIइ TOY ЕГГҮНTH TOY AFOPAइTH
11 YПOXPE 1 EEI $\Sigma$ TOY E $\triangle A H N I K O Y ~ \triangle H M O \Sigma I O Y ~$
12 ПАРАВАГН YПОХРЕ $\Omega$ Е $\Omega$ N KAI KATAГГЕАIA
13 ANQTEPA BIA
14 EKX $\Omega$ PHN $\triangle$ IKAI $\Omega M A T \Omega N$

16 $\triangle$ IKAIQMATA ПАНРОФОРНЕНЕ
17 ПN $\Omega \Sigma$ TOПOIHЕEI乏
18 ФOPOI
$19 \quad \triangle \mathrm{LA} \Phi О Р \mathrm{~A}$
20 AПOTIMH $2 H$ ЕMПЕIPOПN $\Omega M O N A$
21 ЕФАРМОГТЕО $\triangle I K A I O-E П I \triangle Y \Sigma H ~ \triangle I A Ф О Р \Omega N-\triangle I A I T H \Sigma I A$

##  

(1) TAMEIO AEIOIOIHEHE IAIQTIKHE MEPIOYEIAE TOY














 "Аүорабтís"),








 каı




 $\left.\Delta \boldsymbol{\eta} \boldsymbol{\mu} \boldsymbol{\sigma} \boldsymbol{\iota} \mathbf{o}^{\prime \prime}\right)$



## IETOPIKO IIAAIEIO


 "EANHINIKO - ETAIPEIA AIAXEIPIDHE KAI AEIOПOIHटH乏 AKINHT $\Omega$ N EAAHNIKOY AEPOAPOMIOY ANSNYMH ETAIPEIA" k $\alpha$


 Гєvкои́ Еилорккои́ Мптрюои (Г.Е.МН.) 115936901000, $\mu \varepsilon$ Арьөио́




 коөєціа.








 Пробяоро́v.
















## 1 OPILMOI




"Өıүó $\mu \varepsilon v o$ Mépos"

"Etíau Гevıкí इovéhnoon


"Ap才atoтŋгге"

##  Kataotatıкои́"

É $\chi \varepsilon 1$ тๆท
vooóvial, avapopiкá $\mu \varepsilon$ éva Ме́pog, ol ovvoedeqévec
 $\dot{\alpha} \rho \theta \rho \circ 42 \varepsilon \tau о 0 \mathrm{~K} \omega \delta$. N. 2190/1920.



 $3028 / 2002$ (о́люц เбхо́є1).
vocital to kataotarkó tךg Etalpsiag, tov onoipu

 трололодzital.

| "इtorzzia Evepyitionó" |  22 tov Парартп́цатоร 2. |
| :---: | :---: |
| "Еגદукт̇́¢" |  <br>  <br>  <br>  <br>  <br>  इuvèzevon $\tau \omega \mathrm{M}$ Méóqov. |
|  <br> " $\mathbf{\Delta \Sigma}$ " |  |
|  |  <br>  <br>  |
|  |  סıкаlov́tal va kazaбкcuáбel o Ayopaatíg evtós zou Акіvítov ózess avtá $\theta \alpha$ ка日ориotoóv $\mu \varepsilon$ tıs <br>  |
|  |  <br>  <br>  <br>  <br>  |
|  |  <br>  <br>  <br>  <br>  $\sigma \varepsilon$ Evрळَ). |
|  |  <br>  |
| "Паравибп Үлохре́обпร Ауорабтй" |  |
| "Eтalpeiec Opihov Aүорабтй" |  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
|  |  <br>  <br>  |


|  |  19 тои Парарти́ингоз 2. |
| :---: | :---: |
| "Atто́" |  |
|  |  |
|  |  |
|  |  इúußaбn. |
| "Пара́кт1а Z $¢$ vø" |  <br>  <br>  |
| "Елıтроли́" |  <br>  <br>  |
| "Etalpeía" |  tov lotopuкои́ Пגaøoíov. |
| "Métozot тı¢ Etalpeiaç" |  <br>  <br>  жоиккі $\pi \varepsilon$ ріоб́о. |
|  | vositol: |
|  | i) ท вúpeon Apzonotท่т |
|  |  |
|  |  <br>  |
|  |  |
|  |  <br>  $\pi \rho \dot{\alpha} \xi_{\eta} \dot{\eta} \pi \alpha \rho \dot{\alpha} \lambda \varepsilon ц \psi \eta$ тоט А $\gamma о р \alpha \sigma \tau \dot{\eta}$, |
|  |  <br>  |
|  |  <br>  |
|  |  <br>  |
|  |  <br>  |
|  |  <br>  |
|  |  |
|  |  |
| -10ヶ¢ | тя пробиорй тои. |
|  |  |
| "Sи́црабп |  |
|  |  |


|  |  <br>  <br>  <br>  <br>  <br>  |
| :---: | :---: |
| ＂Перíобос̧ Өєролєі́ая̆＂ |  |
| ＂Aло́ратт＂ |  <br>  <br>  <br>  |
| ＂Avadoyía Xpéouc／Eıopopóv Мето́жоч＂ |  <br>  <br>  <br>  |
|  Etulpeias＂ |  <br>  <br>  олою $о$ јптотє єк тоv ако́доขөюv： |
|  |  （debenture），урацио́тьo í á入入о дрєóypayo（debt security）． |
|  |  <br>  <br>  <br>  |
|  |  <br>  <br>  <br>  <br>  <br>  otoreiou． |
|  <br>  |  |
|  |  <br>  АрӨро 3.1 （ii）． |
|  |  <br>  <br>  <br>  <br>  |
| ＂O8qү\％iк＂ |  |

## "Гvoctorotŋ日évta <br> 'Eyүршеа" <br> "Пари́ртпии「vorotoло!íacov"

"Alapopú"
"Ецлецроүро́домец тои

 Aлобо́бecov"

"Нцєроипvia Пגпрробпऽ Avapдŋтіко́v Aıр́́бєоч"
"Аподекті Трилеца" $\dagger$



## "Bópoç"




 бto eкáotote Kpútos Méhoç.
vooóvtal ta éүүрара $\pi о 0$ таратiӨєvtal бто Парартпца Гvобтотойөвоу.



 бто Пара́ртпןка 4.

Éxet thv

















 gafi.org/topics/high-
riskandnoncooperativejurisdictions/). Ot трámȩ̧६̧, ol





 ккаvótŋzaç: Standard \& Poors, Moody's Investors Services Inc. kat Fitch Ratings.






|  | ÉvVOHEऽ OUvétevec． |
| :---: | :---: |
| ＂EE＂ |  |
|  |  |
|  |  |
|  |  |
|  | इйи阝аоп¢． |
| ＂Аікадо EE＂ |  <br>  |
|  |  |
|  |  |
|  |  $\Delta$ ккабтрріои． |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| ＂Гeyovóg Eктetapévig Avotépaç Bíaç＂ |  |
|  |  тоо Парартர்цато丂 2. |
| ＂Оıкохорико์ Пробчоро́＂ |  |
|  |  |
|  |  |
|  |  |
|  |  17 тош Парартйитоя 2. |
|  |  <br>  <br>  <br>  |
| ＂Еүүขๆтикі́ Елıбтодท Прйтпร Ао́бŋร＂ |  |
| ＂Avotépa Bia＂ |  |
|  Avarépus Bícş＂ |  |
| ＂Гejovós Avoréprş Bias＂ |  |
|  Biuç＂ |  |
| ＂Про́ךV Аєродро́дно＂ |  <br>  |


|  | 4062／2012． |
| :---: | :---: |
| ＂Геvıко́ Ерлорıко́ Мүтро́o＂ |  <br>  |
| ＂Грaprio E入入пиıкой＂ |  ápepo 6 tov N．4062／2012． |
| ＂AEE＂ |  |
|  |  <br>  |
| ＂Геүохо¢ Арерєүүио́тๆтас＂ |  <br>  <br>  <br>  єкка日apıotís avapopикá lie to ávoho í tךv <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
|  Avá $\pi \tau{ }^{\circ} \mathrm{E} \eta \varsigma^{\prime \prime}$ |  дроß） <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
|  Evo̊ıaф́́povzoç＂ |  <br>  <br>  <br>  <br>  <br>  |
| ＂Auveıбtéç＂ | vooúvtal ol A <br>  <br>  <br>  <br>  <br>  $\varepsilon \kappa \pi \rho о ́ \sigma \omega \pi о \zeta$ в $\varepsilon \alpha \sigma \varphi \alpha \lambda i \sigma \varepsilon \omega v$（security agent）， <br>  <br>  <br>  |


|  |  |
| :---: | :---: |
| "Eגбдıбто̧ Eбotepıкós <br>  |  |
| "Елıтрелто¢ Алокто́v" |  <br>  |
|  |  <br>  <br>  $\varepsilon \tau \eta \sigma \dot{\omega} \omega$. |
| "Epro" |  <br>  |
| "Пробчора́" |  <br>  <br>  <br>  Проороро́v. |
| "Kavovıศرuoş" |  <br>  Kра́ry Méhn unc EE. |
|  Auatnoía" |  |
| "Пробкілоп Yтородйя Проброро́у п́ "Про́бкдпоп" |  $\gamma$ น $\alpha$ т <br>  <br>  <br>  |
|  |  <br>  <br>  <br>  отŋ $\Sigma \dot{u} \mu \beta \alpha \sigma \eta$. |
|  |  <br>  <br>  <br>  Алокротккожоті́бєюv (ФЕК В' 1020/25.04.2013). |
| "Kavóvȩ" | Exouv thv éwola nou touc arosidectal oto Apepo 21.2. |
|  |  <br> (Г) tou Iqторикой Пhaviou. |
|  | vocúvtal ol $\delta \eta \lambda$ й <br>  <br>  |
| "Ті́цүиа Алокттопя Meтодต́v" $\boldsymbol{\eta}^{\text {"TAM" }} \boldsymbol{\eta}$ |  <br>  |


|  | 3.1 (ii). |
| :---: | :---: |
| "Etopupú Metójov" |  <br>  <br>  <br>  |
| "Merozģ" |  <br>  मетоде́s тाя Etrupeios. |
|  |  $\Sigma \dot{\sim} \mu \beta \alpha \sigma \eta \zeta$. |
| "Akívtro" |  <br>  Eдлдviкoú. |
| "Ataituon Eu90ıv!c Aпцобіо" " |  Апиобiow. |
|  | ézet tךv évour tov tov a |
| "Өчүотрикє́¢" |  <br>  $\dot{\alpha} \rho \theta \rho \rho 42 \varepsilon .5 . \alpha$ tou K $\sigma \delta$. N. $2190 / 1920$. |
|  | vositcu: |
|  |  <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
|  |  <br>  <br>  <br>  |
|  |  <br>  <br>  <br>  kal avejaptítoç too eáv to ev hoyo nocó eival <br>  |
|  |  |
| "Evvoдıктi Atóoooly" |  |
|  |  |
| "ऽvvét cesc' |  <br>  <br>  |


|  |  |
| :---: | :---: |
| ＂VDR＂ |  <br>  <br>  <br>  $\pi о v$ ельбихдллєєда兀 бто Парартпиа 4. |
|  |  <br>  |
| ＂Epyuaíc ${ }^{\text {c }}$ |  <br>  <br>  |





## 2 上YMФSNIA ПSAHIHE TQN METOXSN




 $\pi 00$ avvéovtal $\mu \varepsilon$ avtéc．







 2687／1953，









 tou N．4062／2012，










 $\pi \rho \dot{\alpha} \xi \varepsilon ⿺ 𠃊 ⿴ 囗 十$





















 Өоио́лоидои кдл．кита́ тп¢ ขл’ ар．206／25－4－2012












 Алократколойюєюу，
 Гдича́ठa̧ като́ тп̧ vл’ ар. B1/30215/28392/4466/29-









 $\Delta 1 \alpha \tau \dot{\gamma} \gamma \mu \alpha \tau \circ \varsigma)$,









 $\tau \pi \zeta$ Etat $\rho$ हíac.










 тпv E


























 $\omega \varsigma ̧ \pi$ тонเкท́ $\rho \dot{\prime} \tau \rho \alpha$.


 Метаßỉßабпร та ако́久оиөа:








 $\Sigma$ ธ́ $\mu \beta a \eta$,


 П $\omega \lambda$ 亿ุर्षा,




 $\delta к \alpha i \omega \mu \alpha \dot{\eta} \alpha \pi \alpha i \tau \eta \sigma \eta \gamma 1 \alpha \alpha \pi \sigma \zeta \eta \mu i \omega \sigma \eta$,



 Мег $\alpha \beta i \beta \alpha \sigma \eta s$.

 aко́ $\lambda о \cup \neq \alpha:$
(i)





 доүорюг био́ тоv Aүорабтй,

 доүариаби́ тои Аүорабтй, каи





 TPAПEZA TH乏 EAAA $\triangle$ OE A.E., $\mu \varepsilon \alpha \rho$. IBAN GR 180110104000001044










 ovvaivean rou Ayopuotiŋ:












































 ало́ tov Aүopagti.

## 3 TIMHMA KAI KATABOAEE TOY AIKAISMATOE EПI AПIOAOEEQN

### 3.1 To TAM






|  Катаводд́я | Нихроипทio | Побо́ 8́áa!s Тцріцитос | \% rov इuvolakoú Оуониотикой TAM |
| :---: | :---: | :---: | :---: |
| Kataßȯn 1 | $\mathrm{t}=\mathrm{H} \mu \varepsilon \rho \rho \mu \mathrm{\eta via}$ метаріßабпя | 300.000.000,00¢ | 32,79\% |
| Kato.ßodí 2 | $\mathrm{t}+1095[\mathrm{Apl} \theta \mu \mathrm{o} \mathrm{C}$ Ннгродоүюко́ ниєро́v] | 45.000.000,00¢ | 4,92\% |
| Kataloh ${ }^{\text {n }} 3$ | t + 1460 [Api日 $\mu$ ós Ннвродоүфко́v <br>  | 45.000.000,00e | 4,92\% |
| Kazaßohí 4 | $\mathrm{t}+1825$ [Apı $\theta \mu$ н́я Hиеродоүиккóv Нигр(úv] | 45.000.000,00€ | 4,92\% |
| Kataßohi 5 | t+2190 [Ap1 $\theta \mu$ и́ Нияродоуакӧи | 40.000.000,00€ | 4,37\% |


|  | Ниєрош] |  |  |
| :---: | :---: | :---: | :---: |
| Katapodi 6 | $\mathrm{t}+2555$ [Ари $9 \mu$ об Ниєродоүцхкй Ницро́v] | 220.000.000,00€ | 24,04\% |
| Tehnkín Kataßohin | $t+3650$ [Apl $\theta \mu \delta$ Ниеродоүцкко́к Ниер(ө́v] | 220.000.000,00€ | 24,04\% |
























## 















 Алодо́бєоv, о Еえєүкти́ร:
(i) $\quad \theta \alpha \pi$ питотоєi:















































 ві́тє $\lambda о ́ \gamma \omega$ :

 дроукко́ опиеіо кито́,

 avtlotorzoúv ota̧ Metozéc tou orkeiov Metózou tis Etalpeíç,
 $\sigma \varepsilon \pi \rho о п \gamma о ч ́ \mu \varepsilon v o ~ к о ́ p t o ~ \tau о \nu ~ M e r o \chi o ́ v ~ \alpha u t \alpha v, ~$














 aлобtáceov (arm's length transaction).


 тоу Пळдлтй.



 лобтолотлко́ $\omega \varsigma$ акрю $\beta$ е́я.

 $30 \eta \dot{\eta} \mu \varepsilon \rho \eta \varsigma \pi \rho о ө \varepsilon \sigma \mu i \alpha c$.










 3.6.
























 $\tau \omega 0 \mathrm{M}$ ع $\rho o ́ v$.










 $\zeta \dot{\eta} \tau \boldsymbol{\eta} \mu$


 таро́ $\gamma \rho \alpha \varphi о(\gamma)$, то́тє:









 $\alpha \gamma ү \lambda к \dot{\eta} \gamma \lambda \omega \sigma \sigma \alpha$.












 ало́чеเц тои бо́ичюvа $\mu \varepsilon$ то торо́v Арөро 3.6.


















## 4 METABIBAEH METOX 2 N



 $\varepsilon \xi \circ \emptyset \lambda \eta \sigma \eta$ too TAM:

 Metoүés.





 Елитрелто́ Алоктоута.

 Елıтрєлтой Алокго́vта):









 $\mu \varepsilon \tau \alpha \beta \wp \beta \sigma \varepsilon 1$ Мегоүе́ऽ, кац
























 Oиihov A $\gamma$ орабтì).

## ЕГГYHTIKE EDIETOAE




 ópous:




 Мєтаßівабпч.










 Tчй $\mu \omega \tau о \varsigma$,
















 va аvтккатабт

 тŋร, то Ta















 $\tau \eta \vee \eta \mu \varepsilon \rho о \mu \eta v i \alpha \tau \eta \varsigma \varepsilon \varepsilon \delta о \pi о і \eta \sigma \pi \xi$.

## 6 AHASEEIE TOY MQAHTH



















 $\dot{\varepsilon} \AA \alpha \beta \varepsilon \gamma v \dot{\sigma} \neq \eta \alpha v \tau \notin v$, каı















 $\Pi \omega \lambda \eta \dot{\eta}$.
































 Ниєронптіа Мегаßißабпч, $\dot{\eta}$






















 $\eta$ порои́ба $\pi \alpha \rho \alpha ́ \gamma \rho \alpha ф о \varsigma, ~ \grave{\eta}$


















 вєботоіппп.




















 va :





 ка1





 $\delta 1 \alpha \delta ı \alpha \alpha \sigma i \alpha \tau \eta \zeta \alpha v \alpha \kappa \tau \eta \sigma \eta \varsigma ~ a v \tau \eta \zeta$.




















 $\Delta \eta \lambda \omega \sigma \varepsilon \omega \mathrm{V}$.

















 Tpítou








































































 $\mu \eta \nu \hat{\omega} v$.
























 20,


 в甲ариобтв́ац vоцоөєбіац，



 эпо́чท та $\alpha \vee \omega \tau \dot{\rho} \rho \omega$ ，






## 7 AIABEBAI 7 ELI KAI AHASIEIE TOY AГOPAこTH








## 8 ANAAHYH KINAYNQN AПO TON ACOPAETH







 лодводоцикйя катдбта．бпร，














 vฝıкต́v,


 $\pi \alpha \rho о \dot{\sigma \sigma \alpha} \Sigma \dot{\mu} \mu \beta \alpha \sigma \eta) \gamma 1 \alpha \tau \eta \vee \varepsilon \kappa \tau \in ́ \lambda \varepsilon \sigma \eta$ тоט'Ep\%ou,



















## 9 YПOXPEQEEIE TOY AГOPAETH META TH METABIBAEH


















 $\pi є \rho i \pi \tau \omega \sigma \eta)$.









 4062/2012,











 $\tau \omega v$ io $\omega \mathrm{v} \alpha \pi о \sigma \dot{\alpha} \sigma \sigma \sigma \mathrm{v}$ (arm's length).


















 ¡б人 толоөвбі к ка1 кат $\dot{\alpha} \tau \alpha \sigma \eta$.











 $\tau \eta \nu \pi \rho о \sigma \tau \alpha \sigma i ́ \alpha ~ \tau \omega v \varepsilon u \rho \eta \mu \dot{\epsilon} \tau \omega v$.






|  $\pi \varepsilon \mu \pi \tau \eta \quad \varepsilon \pi \varepsilon \tau \varepsilon ю \quad \tau \eta \varsigma \quad Н \mu \varepsilon \rho о \mu$ тікс, <br>  <br>  | € 1071.082.541,00 |
| :---: | :---: |
|  <br>  <br>  <br>  | € 1.078.996.042,00 |
|  <br>  <br>  <br>  | € 2.439.438.411,00 |
















 $\pi \alpha \rho о \dot{\sigma} \sigma \Sigma \dot{v} \mu \beta \alpha \sigma \eta$.





















 हлEvס์vonc.







 Үложрє́обŋร Аүорабтй.







(iv) Гغүovótoç Avotépoç Bíac.

 бто Арөро 9.8.

## 10 YHOXPEQ






























 Eүүणךгí rou A үopaotí.

 Eyyontí tov Aүopootí.


 Подпти́.







 33,34\%.

## 11 YIOXPEQEEIE TOY EAAHNIKOY AHMOLIOY





















 Aठelec.





 $\pi \rho о$ дє́лоутаь бто Арөро 9.7.














































































(i) тюотолочє́ то Nóno 4062/2012, ர்
































































(B) $\quad \eta \pi \rho \alpha \dot{\xi} \eta \eta \dot{\eta} \pi \alpha \rho \dot{\alpha} \lambda \varepsilon \iota \psi \eta \eta \dot{\eta} \sigma v \alpha \lambda \lambda \alpha \gamma \eta:$



 Метаßißaoņ,
































 vоноөzбías.











 evós tov Akwýtov.

## 12 IAPABALH YПOXPE $\Omega \Sigma E \Omega$ KAI KATAГTEAIA

## 





 $\pi \alpha р о ч ์ б а, ~ \dot{~}$












 इи́ußiom.






























 Evє́x
 $\mu \varepsilon \tau \alpha \beta i ́ \beta a \sigma \eta$ корою́тптац.




 vóuo.

##  


 $\tau \eta \Sigma \ddot{0} \mu \beta a \sigma \eta:$


















 $\mu \subset \tau \alpha \beta \beta \alpha \sigma \eta$ корьо́тптац







 ミи́ $\mu$ вабпร.

## 13 ANQTEPA BIA







 Biaç".




 тои Aүорабтŋ́ (то "@rүó














 tov Гeүovózos Avotépas Bías.

















































 12.3.

## 14 EKX $\Omega P H \Sigma H$ AIKAISMAT $\Omega$ N























## 15 EYMBOYAOE YAOПOIHEHE










 Үдодоіпап.
















 тov $\Pi \omega \lambda \eta \tau \dot{\eta}$.







## 16 АIKAI®MATA ПАНРОФОРНЕНЕ














 غ $\lambda \in \gamma \chi$.










## 17 ГNQETOHOLHEEIE







(i) Av ancuӨи́vetal oto Tapeío:

 $\mathrm{E} \lambda \lambda \alpha \delta \alpha$

Фа૬: 2103274448
(ii) Av atcu0йvetol atov Aүopactil:


Фаछ: +352 270461700


 Mapoúбt, Enháda

Ф $\alpha$ : 2107450645

Прос; $\qquad$
$\Delta \varepsilon$ и́өuvoŋ: $\qquad$
$\Phi \alpha \xi:$ $\qquad$

 є́үүрафпร кошотоіпопร.













 а.р又ıка́.

## 18 ФOPOI






$19 \quad$ AIA $90 P A$






















 $\Sigma \dot{v} \mu \beta \alpha \sigma \eta \eta_{\xi}$,
(B) $\alpha v$ олою


























 Пробчоро́v.
 аvало́бтабто $\tau \mu \dot{\eta} \mu \alpha$ аvтŋ́s.










## 20 AПOTIMHEH EMIEIPOTNOMONA

















































$20.5 \quad \sum \varepsilon \pi \varepsilon \rho i \pi \tau \sigma \varnothing \eta \pi 00:$











 $\sigma \dot{0} \mu \varphi \omega v a \mu \varepsilon$ то $\mathrm{A} \rho \theta \rho \circ 20.6$ кат $\rho \tau \varepsilon \rho \sigma$.
































21 EФAPMOETEO AIKAIO - EПIAYEH AIAФOPSN - AIAITH工IA


 Аікато.









 $\mu Е ́ \sigma \omega ~ \pi а р а л о \mu \pi \grave{\eta} \varsigma$.
























 $\dot{\alpha} \rho \theta \rho \alpha 15(4)$ каı $15(5) \tau \rho \vee$ Kavóvov.


 $\Delta$ tкаiou.







 үіvel вүко́pos.





## こEAIAA YПOГPAQQN





TO EAAHNIKO AHMOEIO

## O ATOPAETHE



## 

Avávuun Etaipeía इuphetoxe

 Tra: 2107450600 Eax: 2107450 6.5


[^0]
## ПАРАРТНМА 1A

## 

ТРАПЕZА．

KЕNTPKА ГРАФЕІА
TMHMA ЕГГYHTIK $\Omega$ N EПILTOA $\Omega N$
ПPOE：
TAMEIO AEIOПOIHEHE IAIQTIKH工 ПEPIOYธIA （«TAIПE $\Delta »$ ）

Обо́с Кодокотроип ар． 1 \＆$\Sigma$ табіои
GR．－10562，A $9 \dot{\eta} v \alpha$, E $\lambda \lambda \alpha \dot{\delta} \delta \alpha$
A日q́va，$\tau \eta v$ $\qquad$

## ЕГГУНTIKH EПIГTOAH $\Sigma Е ~ П Р \Omega Т Н ~ Z Н T H \Sigma H ~ A p . ~$

Aүслтттí Kúpıo，




 ＂（ 1






 AEIOПOIHLHZ AKINHTSN EAAHNIKOY AEPOAPOMIOY ANQNYMH ETAIPEIA＂ （ $\eta^{〔} \Sigma^{\prime} \mu \beta \alpha \sigma \eta \geqslant$ ）．

 тароиюа．



 Мєгавірабпц．



















 каи $\mu \varepsilon$ аvгі́отодой о́роия.





Мє єктіцпๆбП,

## ПAPAPTHMA 1B

## YІООДЕІГМА ЕГГҮНTIKHE EПIETOAHE IIETOYMENHE KATABOAHE

TРАПЕZА
KENTPIKA ГРА $\varnothing$ ЕIA
TMHMA ЕГГҮНTIK $\Omega \mathrm{N}$ EПILTOA $\Omega \mathrm{N}$
IPOE:
TAMEIO A $\begin{aligned} & \text { IOПOIH } \\ & \text { («TALIE } \Delta »)\end{aligned}$
од́ós Kоһокотро́vך ар. 1 \& $\Sigma$ таб́íou
T.K. -10562, A $\theta$ íva, E $\lambda \lambda a ́ \delta \alpha$

A $\quad$ qua, тqu $\qquad$

## ЕГГУНTIKH EIIГTOAH ГE ПPRTH ZHTHエH Ap.

Aүartifoi Kúpto,










 EAAHNIKOY AEPOAPOMIOY ANQNYMH ETAIPELA\& ( $\eta$ «



 ларои́га.


















 каи $\mu \varepsilon$ тоиц аvті́бточоuч ópov̧.





Мє єкті́цๆбๆ,

## ПАРАРТНМА 2

## AHAREEIE TOY ПתAHTH



 вүүрафши.









 AKINHTSN EAAHNIKOY AEPOAPOMIOY ANSNYMH ETAIPEIA" kdı to ס



































































 kovóvow.











 vó $\mu$ ои квктпи




























 орібнб́.





















 $\mu \varepsilon \varepsilon$ едоipean:








 opıotei yue xis 29-5-2015.








 парадiac").











 олоюдйтоте $\mu$ ह́роц тои кобоиоџ.
















 оч рваддадеvо $\mu \dot{\varepsilon} \rho о \varsigma, \eta$ отоі́а:
 аутаүovig




























































 аvаче́povtal ато паро́v.

## ПAPAPTHMA 3

## AIABEBAIREEIE KAI AHARIEIE TOY AГOPAETH























































 ๆ олоі:












































 عivol ßáवчиес.







 отоюб









 тои Аүоробти́, í














## ПАРАРТНМА 4

ПAPAPTHMA ГNQETOПOIHEEQN





## ПАРАРТНМА 5

Kataitatiko eanhniko a.E.

## KATAETATIKO

THE ANSNYMHI ETAIPEIA乏 ME THN ETISNYMIA
«EMHNIKO－ETAIPEIA AIAXEIPIEHz KAI A＝TOMOIHEHE AKINHTתN
EMHNIKOY AEPOAPOMIOY AN』NYMH ETAIPEIA»
 АФМ：997674736，$\triangle$ OY；©AEE AOHNSN，Г．E．MH 115936901000

## KEФANAIO A：

## Ap日po $1^{\circ}$

## इ．üoraon－Encovupia


 AKINHTSN EMAHNIKOY AEPOAPOMIOY ANSNYMH ETAIPEIA＂kas $\mu \varepsilon$ סıakpitikó titho «EMHNIKO A．E．»．





## Ap日po $\mathbf{2}^{\circ}$ <br> ＇EOpo

1．＇EJpa tnc erapziac opizetal o А









## Aр日ро $3^{\circ}$ <br> гколо்я






 N．3943／2011．





 óe veec texvownoies.



















 oto óvouá tifs.
 غпіхвргпиатлкпся браотпроо́тұтас.





 ноväס $\omega \mathrm{v}$.



































## Apepo $4^{\circ}$ <br> Atapketa







# KEФARAIO B $^{\prime}$ <br> METOXIKO KEФAAAIO-METOXEE -METOXOI 

## Apepo $5^{\circ}$






















 nocoú Tņ aúgnons.



 etoopiac.



 Аוоוкптוко́ इu

## Apepo $6^{\circ}$

## Metoxés - Пробжpivoi tithol Mżroxol





 avळ̈vu
























 паро́v катаотgtikó.

 o a onopdoeic tou ap rodiou opyávou ths.








## KEФANAIO［＇ TENIKH EYNEAEYEH TRN METOXON

## Ap日po $7^{\circ}$

## 「evikị Euvė̉euon

 eropeioc．
 єкпро́бшпó tou nou opíçala anó tov idito．



Apepo $8^{\circ}$

## 







 tou K．N． $2190 / 1920$.


 kó̈e عu日úvn．










## АрӨро $9^{\circ}$

## 





 ápepou．





















 окоуорікй Ефпиеріба тпऽ АӨїvас.










## Aр日ро $10^{\circ}$

## 






 каı 3 тои катабтатікой аитои.


 ¿uvèküๆns.

 à $\delta$ हn outís.








## Ap0po 11 ${ }^{\circ}$ <br> ARAEç סוatund்ogis












## Ароро $12^{\circ}$

## 







＇Арөро $\mathbf{1 3}^{\circ}$

## 



 кeqpodaiou．












 غкпробюпойvтal oと autiv．

## Ap日阬 $14^{\circ}$






























 $\varepsilon к п р о б \omega п о и ̆ \mu \varepsilon v \omega v ~ \Psi ก і \varphi \omega v . ~$














## Apepo $15^{\circ}$

## 





 каі хре́ŋ чпфоде̇ктои.

## Ap0po $16^{\circ}$ <br> 











 Guve

 TПऽ हторр



















## Ар0ро $17^{\circ}$

## 







## KEФANALO A' AIOIKHTIKO EYMBOYAIO <br> Ароро $18^{\circ}$ <br> इúveran - Onteia













## Ap ${ }^{2}$ po $19^{\circ}$

## 













## 'Ap日po 20 ${ }^{\circ}$

## 





 हтаाpziac.














 इupßoüho үIa tic epyadiec tnc etalpeioc．


 $\mu \eta \mu \Sigma ் \lambda$ оц tou $\Delta$ оוкптікой $\Sigma$ и $\mu$ poukiou．

Apepo $21^{\circ}$

## 






 ミuvè $\lambda$ とuoncs．

















## Ap日po $22^{\circ}$

## Eúyкhnon tou Aıoikntikoù Eupßou入iou

























## ApӨро $23^{\circ}$ <br> 




 ठuvaóv va прокúчє1．



之uppoudiou．












## Ap日po $24^{\circ}$ <br> 






















 $\Sigma$ гиßоиגіои．

## Apepo 25 <br> AnoZqui



2．Ка́өе à $\lambda \lambda \eta$ аноß




## Apepo $26^{\circ}$

## Eu日úvn $\mu$ eגóv A．z．－Anayópeuợ avtayouvopoú


 anó ппи avate日zíoo $\sigma^{\prime}$ autá evtoh









## KEФAMAIOE＇ <br> EAETXOE

## Ap日po $27^{\circ}$ <br> ЕАЕүкте̇с












 4 Tou K．N． $2190 / 1920$.












 anoZпиiшonc.

## KEФAMAIO ET'

## ETHEIEE OIKONOMIKEE KATAETAYEIE

## 'Ap0po $28^{\circ}$

Eтalpikĭ xpĩon






## Apepo $29^{\circ}$

## 

















 v. 4072/2012.









## Apepo $30^{\circ}$ <br> 




















## KEФANAIO Z <br> AYEL－EKKAOAPIEH

## Ap日po 31 ${ }^{\circ}$ <br> 

1．H єтарряio 入u̇єта：

 пард́таоп тПऽ ठı́ркеıас．















 $\mu$ е்трои．









## Ap日po $32^{\circ}$

Еккоөápıoŋ












 пєріптаоп $\beta^{\beta}$ ' тои K.N.2190/1920.









 еккаӨдырюのпร.





















 napoypàpar 3 kaı 4 tou áp日pou 29 ka tпऽ пap． 2 тои áp日pou 31 тои










## KEфAAAIO $H^{*}$ METABATIKEI AIATAEEIE

## Ap日po 33＂

## ЕАеукте்̧





Ap日po $34^{\circ}$
Гevikì Aıátogn

甲opá．

 Etopeioc pe tqv entovouia：«EAHHMKO－ETAIPEIA AIAXEIPILHL KAI AEIOTOIHEHE







A9riva，22．04．2013，



## IIAPAPTHMA 6

AГתГES EAAHNIKON A．E．

| a／a | Аıкабтíple | Eváyouga | Evarouzvol |  | Побо |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Eıрпчодиквio Aénvóv | EAAHNIKO A．E． |  | 11／5／2016 | 3，418，34 |
| 2 | Eиртүодиксіо A $\mathrm{A} \eta \mathrm{v} \mathbf{0} \mathrm{v}$ | EAAHNIKO A．E． |  | 11／5／2016 | 2．088，46 |
| 3 |  A | EAAHNIKO A．E． | K＠vatavivoç Aátors | 11／5／2016 | 1.985 |
| 4 | Movoushéc Прогоф̂́кві́o Пeporućc | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．ПPOAIB NAYTIALAKH 2. <br>  | 3／3／2015 | 29．270，84 |
| 5 | Movoueines Протобикіі Пеıpalos | EAAHNIKO A．E． | 1．ST COVAN SHIPPING 2．E Maupikdкクร | 3／3／2015 | 27．958，18 |
| 6 | Eıpпvodiкeio A日nvóv | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \\ & \hline \end{aligned}$ | 1．Kharapov Alexander 2. Buरzéploc Poinoos | 6／11／2015 | 6．667，49 |
| 7 | Eipryoóukeio Abnvóv | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | $\begin{aligned} & \text { Kov. Aevtovins } 2 . \\ & \hline \text { CAVELON LIMITED } \\ & \hline \end{aligned}$ | 6／11／2015 | 9．390，90 |
| 8 | Etp A ${ }^{\text {minvin }}$ | $\begin{aligned} & \text { EAAHNKO } \\ & \text { AE. } \end{aligned}$ | 1．Raymond Gabriel 2. SEASPRAY YACHTING | 6／11／2015 | 7．332，42 |
| 9 | Etp Aenvóv | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \\ & \hline \end{aligned}$ | 1．$\quad$ EEOp． AMBERFINE Mizaplidions 2. | 6／11／2015 | 7．810，15 |
| 10 | Eip クVočiceío Aөпvळ் （Мікродıачоре́ć） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | EגĖm Ewayelátov | 12／5／2016 | 2．122，38 |
| 11 | ElpTvoíncelo A 9 mvov | FAAHNIKO A．E． | 1．Fishborne，2．Xap．Oikovóupu | 185／2016 | 2．824，87 |
| 12 | Eıрŋvoôıкєio Aөpiós | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．KYK $\wedge A \Delta I T I K A ~ N E I L A$, <br> 2．Telapin Limited | 18／5／2016 | 11，434，76 |
| 13 | Etptvodiкeio A $\theta$ qvov | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Dusko MARTINOVIC 2. Pave ILIC | 16／3／2015 | 5．905，79 |
| 14 | Eıрпроб́кеіо Agpvóv $\qquad$ | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ |  | 11／11／2015 | 12．706，52 |
| 15 | Movousincs Протобикеіо Пеıраиоя | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．SEA KING 2．Añ．Kovôùņ | 17／3／2015 | 39．333，62 |
| 16 | ЕияПчоб̆квіо Перриыс | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.F. } \end{aligned}$ | AAEEIOE KONAYAHE | 18／4／2016 | 18．555，80 |
| 17 |  A日ţvóv | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Shorecalm इteqúvou Ltd， $2 . \quad \Delta \eta \mu$ ． | 24／5／2016 | 2．799，96 |
| 18 |  Aяnчем | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Shorecalur Eteppovo 1． | 24／5／2016 | 3，188，54 |
| 19 | Eıp vodiceio A日pwov | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ |  | 16／3／2015 | 12．071，27 |
| 20 | Eipnvoduceío Agqvóv | EAAHNIKO A．E | 1．N．BAqEIAI 2. AQUACHOICE LIMITED | 14／10／2015 | 5．965，57 |
| 21 | Etpクvoठiкعío A | EAAHNIKO <br> A．E． | 1．O．ПANOY 2．OEEAN EAÏN N．E．П．A． | 14／70／2015 | 5．591，96 |
| 22 | Eирךvō̃ıEsio A日quáv （Мікробтароряя） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．П，$\Theta$ EOLOГAOY 2 <br> CORITEC ANSNYMH <br> BIOMHXANIKH KAI <br> EMПOPIKH ETAIPEIA | $\begin{aligned} & 1 / 4 / 2016 \\ & \therefore \\ & \therefore \\ & \hline \end{aligned}$ | 2．323，94 |


|  |  |  | EПIIA 2 N |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 23 | Еіртиоб́квí <br>  （Mıкробіорорс́с） | $\begin{aligned} & \text { E } A \Lambda H N I K O \\ & \text { A.E. } \end{aligned}$ | П．KEKAE $2 . \quad$ AIAE ГISTINГK N．E．I．A． | 1／4／2016 | 1．870， 35 |
| 24 |  Aetiváv （Мікроӧахроре́я） | EATHNIKO A．E | 1．ITIANNAKOMOYAOE 2. ZSH N．E．II．A． | 1／4／2016 | 4．972，45 |
| 25 | Eıp $\quad$ vodéкeio <br>  （Мıкрад́ароре́я） | $\begin{aligned} & \text { EAAMNIKO } \\ & \text { AE. } \end{aligned}$ | 1．โР．ПAПAAOПOY $\overline{O E} 2$. AQUASEA LIMITED | 1／4／2016 | 3．769， 72 |
| 26 | Eиpाทод́ике́o <br>  （Мікродихчоре́s） | EAAHNIKO A．E． | 1．Г．MlXAHAIAHE 2. AMBERFINE LIMITED | 1／4／2016 | 3．192，21 |
| 27 | Etplvoduceio Agnvóv （Мікробтачорес） | EAAHNTKO A．E． | 1．B．PIZOПONTIKAE 2. PIZOMONTIKAL YIIHPESIEL ПРОГРАММАТЕЕMOY－ <br> EYMBOYAOI <br> EILXEIPHEERN <br> АІАФНМIटTIKH Е．П．Е． | 1／4／2016 | 2．624，70 |
| 28 |  Aөtivos | EAAHNIKO A．E． | 1．Г．इТЕГТО乏 2．M． ПEPEMMETZH 3．SEVEN CROWN LTD | 14／10／2015 | 8．504，50 |
| 29 | Eipmuodiceío A日ŋทóv （Микроднасоре́с） | $\begin{aligned} & \text { EAAHNEO } \\ & \text { A.E. } \end{aligned}$ | 1．ZANIN N．E．П．A． $2 . \Delta$ ZIATKOE | 1／4／2016 | 1．613，09 |

## LAMDA DEVELOPMENT S.A.

The Buyer's Guarantor
and
THE HELLENIC REPUBLIC

## SHARE SALE AND PURCHASE AGREEMENT

refating to the entire shareholding of
HELLINIKON S.A.

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## Clause

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3 PURCHASE PRICE AND EARN-OUT PAYMENTS
4 TRANSFER OF SHARES
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7 REPRESENTATIONS AND WARRANTIES OF THE BUYER
8 BUYER'S UNDERTAKING OF RISKS
9 POST-TRANSFER OBLIGATIONS OF THE BUYER
10 UNDERTAKINGS OF THE BUYER'S GUARANTOR
II UNDERTAKINGS OF THE HELLENIC REPUBLIIC
12 DEFAULT, TERMINATION AND COMPENSATION
13 FORCE MAJEURE
14 ASSIGNMENT OF RIGHTS
I5 IMPLEMENTATION ADVISOR
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19 MISCELLANEOUS
20 EXPERT ASSESSMENT
21 GOVERNING LAW - RESOLUTION OF DISPUTES - ARBITRATION

THIS SHARE SALE AND PURCHASE AGREEMENT is made on 14.11 .2014 between:
(1) THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND SOCIETE ANONYME, a Greck Société Anonyme incorporated under Law 3986/2011 (Government Gazette 152 N/1.7.2011), wholly owned by the Hellenic Republic, wifh registered address at I, Kolokotronit and Stadiou Street, 10562 Athens, Grecee, legally represented herein by Mr, Emmanouil Kondylis, as President of the Board of Directors of HRADF. by virtue of the Minutes dated 31.03.2014 of the Board of Directors (the "Seller" or the "Fund" or "HRADF").
(2) HELLINIKON GLOBAL I S.A., a Soctete Attonyme incorporated under the laws of Luxemburg, with registered address at 5 Jean Monnet str. (L-2180). Luxemburg, legally represented herein by Mr. Odyssefs. Athanasiou, son of Eletiherios and Eirimi, resident of Maroussi, Attica, 37 Kifissias Avenue, holder of No. AB 510661 Identity Card, issued on 23.12 .2006 from the Hellinikon Police Department by virtue of the Minutes dated 08.05.2014 of the Board of Directors (the "Buyer"), and
(3) LAMDA Development S.A., a Suctete Anonyme incorpotated under the laws of Greece, with registered address at 37 a Kifissias Avenue. Maroussi. Attica. Greece. legally represented herein by Mr. Odyssefs Athanasiou, son of Eleftherios and Eirini, resident of Maroussi, Attica, 37 a Kifissias Avenme, holder of No. AB 510661 Identity Card. issued on 23.12.2006 from the Hellinikon Police Department by virtue of the Mintates dated 28.04 .2014 of the Board of Directors the "Buyer's Guarantor")] /THE HELLENIC REPUBLIC, represented herein by the Ministers of Finance, Infrastructure, Transport and Networks. Environment. Energy and Climate Change. Culure and Sports, and Tourism, by virtue of No. 7 Act of the Ministers' Council dated 27.02.2014 (Official Gazette A: $45 / 27.02,2014$ )(the "Hellenic Republic")

The Seller and the Buyer being heremafter referred to individually as a "Party" or collectively as the "Parties". as the context may require.

## BACKGROUND

(A) WHEREAS the Seller is the sole and undisputed owner and possessor of 38,000 registered shares in the company with the corporate name (in Greek) "EANHNIKO - ETAIPEIA $\triangle A X E I P I \Sigma H \Sigma K A I ~ A E I O H O H L H E ~ A K I N H T \Omega N ~ E A A H N I K O Y ~ A E P O A P O M I O Y ~$ ANQNYMH ETAIPEIA" and the basiness title "Hellimikon S.A.". a Societe Anonyme organized and existing under the laws of Greece, having its registered address at the former Hellimikon Airport, Hellinikon Municipality, Greece with registration number (EMH) 115936901000 of the General Commercial Registry. with tax registration number EL. 997674736 of the tax office of EAE Athens (the "Company"), representing an interest of one hundred per cent. ( $100 \%$ ) of the total number of issued shares of the Company.
(B) WHEREAS the Company has a share capital of 3.800 .000 Euro divided into 38.000 registered shares of a nominal value of 100 Euro each.
(C) WHEREAS now the Seller wishes to sell to the Buyer and the Buyer wishes to purchase from the Seller Shares representing 100\% of the Company's Shares (the "Sale Shares"), corresponding to $100 \%$ of the Company's issued and paid-up share capital and voting rights of the Company on the Transfer Date as may be increased to reflect the contribution of Rights in Rem.
(D) WHEREAS the Buyer has been selected by the Seller following the completion of the sale process provided by the Request for Proposal.
(E) WHEREAS the Court of Audit has issued deciston no, $3800 / 2014$ of the VI Chamber, according to which the petition for revocation dated 24.9 .2014 submitted by the Fund rgainst

Act no, 197/2014 of the $Z^{\prime}$ Section was endorsed with regards to the pre-contractual andit of this Agreement, .
(F) WHEREAS the Hellenic Republic has agreed to undertake cerfain obligations to the Company pursuant to Clause 11 hercin in order to contribute to the success of the lategrated Development Plan.

NOW, THEREFORE, in consideration of the representations and the mutual covenams and underakings hereinafter contained in this Agreement (including its Schedules, this "Agreement" or the "present Agreement"), the Seiler hereby agrees to sell and the Buyer hereby agrees to purchase and undertakes to aceept delivery from the Seller of the Sale Shares on the following lerms and conditions which are mutually agreed upon by the Parties hereto.

## I DEFINITIONS

1.1 In this Agreement, including the Schedules, Appendices and recitals, unless the context requires othervise:
"Affected Party"
"Afmiates"
"Annual General Meeting of
the Shareholders" or "Annua
General Meeting"
"Antiquity"
"Articles" or "Articles of
Association"
"Assets"
"Auditors"
"Board of Directors" or
"BOD"
"Bond(s)" means either or both of the First Instalment Bond and
the Deferred Payment Bond, as the context may
require:
means the angregate square meters that the Buyer is entitled to build in the Site, as such shall be set out in

| "Building Permits" | means the enforceable administrative acts issued by the competent town planning authority, permitting the performance of construction works on the Site, according to the studies aecompanying such permits: |
| :---: | :---: |
| "Business Day" | means a day (other than a Saturday or Sunday) on which banks in Athens and Luxembourgare open for the transaction of nomal banking business fother than solely for trading and settement in Euro): |
| "Business Plan" | means the basiness plan of the Buyer subminted as part of the Proposal: |
| "Buyer Default Event" | has the meaning defined in Clause 12.1: |
| "Buyer Group Companies" | means the Buyer and any subsidiary undertaking or holding company/parent undertaking of the Buyer according to Art, 42e.5 of Codified Law 2190/1920. or any subsidiary undertaking of any such holding company/parent undertaking of the Buyer, as may be From time to time (including, following the Transfer Date, the Company and any Subsidiaries of the Company) and "Buyer Group Company" shall be construed accordingly: |
| "Buyer's Warranties" | means the representations and warranties of the Buyer provided in Clause 7 and Schedule 3 of the present Agreement: |
| "Cash" | has the meaning defined in paragraph 19 of Schedule 2: |
| "Claimant" | means the Arbitration Party that files a Request with the Secretariat of the International Chamber of Commerce in order to initiate arbitration procedures under the Agreement: |
| "Coastal Zone" | means the site of the Agios Kosmas area, as described in article 7.1(a) of Law 4062/2012 (excluding the beach and shore): |
| "Committee" | means the committee appointed by each Party that will follow up all activities of the Implementation Advisor: |
| "Company" | has the meaning given in Recital (A) : |
| "Company Shareholders" | means for the purposes of Clauses $3,2,3,3,3,4$ and 4.4. the Buyer and any other person which is the legal owner of Shares at the relevant time: |
| "Compensation Event" | means: |

i) Antiquity findings:
ii) Judicial decisions of administrative acts,
iii) Characterisation of part of the Site as forest: and or

## "Concept Master Plan" or <br> "Master Plan"

"Conditions Precedent"
"Confidentiality Agreement"
"Cure Period"
"Decision"
"Debt/Shareholders*
Contribution ratio"
"Debt Financing"
iv) sail contamination.
provided in each case that the same has not been disclosed in the Disclosure Documents and is not attributable to the Buyer,
provided that any of the above results in cither (a) the reduction in the Buildable Area by more than three per cent ( $3 \%$ ) in each of (i) the Former Aipport and/or (ii) the Coastal Zone; or (b) the inability to proceed with works required for the implementation of the Business Plan if such works affect more than three per cent. ( $3 \%$ ) of the Buildable Area, in each of (i) the Former Airport, andior (ii) the Coustal Zone,
means the concept master plan submitted by the Buyer as part of its Proposal:
has the meaning defined in Clause 2.2:
means the agreement between the Fund and the Buyer, executed on 27.11.2012 regarding the confidentiality obligations of the Buyer as to information provided to it:
means the highest cout in the EU in matters of EU Law, which hears, amongst others, actions brought by the European Cornmission against Member States for failing to comply with EU Law and questions referred by national courts, relating to the interpretation of EU Law:
has the meaning defined in Clatse 12.1(c):
means an act by an institution of the EU which is binding on those EL/ Member States or undertakings to whom it is addressed and is directly applicable:
means. at the relevant time, the fatio of the Company's Financial Debt to the Company's total Shareholders Contributions, based on the Company's financial statements:
means any botrowing of the Company or any transaction having the commercial effect of borrowing and shall include without limitation any:
(i) bank loan. debenture note or other debs security:
(ii) documentary eredit, in any case unless made in the course of business for the supply of goods or services to the Compary: and
(iii) leases, conditional purchase agreements or agrements for the acquisition of assets or services on deferred payment terms, in any case entered into primarily as method of raising finance or of financing the acquisition of the asset:

## "Deferred Payment Bond"

"Deferred Price"
"Development Period"
"Directive"
"Disclosure Documents"
"Disclosure Schedule"
"Dispute"
"Earn-out Expert"
"Earn-out Payment"
"Earn-out Right"
"Effective Date"
"Eligible Bank" or "Bond Eligible Bank"

[^1]has the meaning defined in Clause 5.2:
means the balance of the SAP to be paid after the Transfer Date in accordance with Clause 3.1(ii);
means the period of time from the Transfer Date until full development of the Site as set out in the Business Plan, as this period may be extended pursuant to this Agreement:
means a legislative act which is addressed to the Member States and requires them to implement, within a specified period of time. certain objectives into their national Iegislation. The method by which such objectives are to be implemented is leff to each Member State:
means the documents listed in the Disclosure Schedule:
means the documents and information provided by the Seller to the Buyer in connection with the Seller's Warranties, attached liereto in an extermal hard dish at Sclsedule 4:
has the meaning defined in Clause 21.2:
has the meaning defined in Clause 3.6:
has the meaning defined in Clause 3.2(d):
has the meaning defined in Clause 3.2(a):
means the date on which all the Conditions Precedent are met:
means commercial banks with a tangible book value (as calculated based on the International Financial Reporting Standards) of at least ( $61,500,000,000$ as per their latest audited consolidated funsncial statements. registered in (i) a EU, EEA or OECD member state, or (ii) any other jurisdiction, save for commercial banks which are residents of, have their registered or actual sear in, or have an establishment in high-risk and noncooperative jurisdictions (countries and territories), as those are each time determined by the Financial Action Task Forec (hup://www.fatf-gafi,oret/opicshighriskandnoncooperativejurisdictions). Those banks that are registered in jurisdictions that fall under (ii) must have, in order to be considered Bond Eligible Banks or Eligible Banks, a credrt rating of at least A-from at least two of the following rating agencies: Standard \& Poors. Moody's Investors Services Inc, and Fitch Ratings:
means a mortgage, charge, pledge, prenotation of mortgage or any other security interest securing any obligation of any person or any other agreement or

| "EU" | means the European Union, an economic and political parthership of Member States of the European Union, comprising 28 Member States at the date of signing this Agrcement: |
| :---: | :---: |
| "EU Law" | means the set of rules adopted by the European Union consisting of the Treaties, the instruments adopted by the institutions under the Treatics, such as Regulations and Directives and the relevant case-law of the Court of Justice: |
| "Euro", "EUR" or "€" | means the Euro, the single currency of any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union: |
| "Expert" | has the meaning defined in Cluuse 20: |
| "Extensive Force Majeure Event" | has the meaning defined in Clause 13.9: |
| "Financial Debt" | has the meaning defined in paragraph 21 of Schedule 2: |
| "Financial Offer" | means the binding financial offer for the acquisition of $100 \%$ of the share capital of the Company submitted by the Buyer in its Proposal; |
| "Financial Statements" | has the meaning defined in paragraph 17 of Schedule 2: |
| "First Instalment" | means the first instalnent of the Purchase Price in the amount of three hundred million ( $€ 300.000 .000$ ). payable in cash upon the Transfer Date in accordance whit Classe 3.1 (i): |
| "First Instalment Bond" | hass the meaning defined in Clatuse 5.1: |
| "Force Majeure" | has the meaning defined in Clause 13.1: |
| "Force Majeure Dispute Notice" | has the meaning detined in Clause 13.4: |
| "Force Majeure Event" | has the meaninge delined in Clatse 13.1): |
| "Force Majeure Notice" | has the meaning defined in Clause 13.3: |
| "Former Airport" | means the area of the former Hellinikon airport, as described in article 7.1(b) of Law 40622012 ; |
| "General Commercial Registry" | means the registry kept by the comperent authorities for the registration of companies in Greece: |
| "Hellinikon Office" | means the 「popcio Endquikovi, as defined in Lan 40622012. Art. 6 ; |


| "ICC" | means the International Chamber of Commerse; |
| :---: | :---: |
| "Implementation Adviser" | means the independent entity appointed by the Fund pursuant to Clause 15. |
| "Insolvency F.vent" | means. in respect of a body corporate, that it has ceased to trade or has a receiver, examiner, administrative receiver. administrator or manager appointed over the whole or the majority of its assets or undertakings, or bas become insolvent or sene into liquidation (unless such liquidation is for the purpose of a solvent recenstruction or amalgamation), compounded with its ereditors generally or has otherwise been unable to meet its debts as they fall due or has suffered any simitar event in consequence of debt and, in respect of an individual, that such individual has become or been dectared bankrupt or has suffered any simitar action in consequence of debr: |
| "Integrated Development Plan" | means the integrated development plan (2yEDio <br>  Article 2 para. I of Law $4062 / 2012$ to be prepared in accordance with the Busimess Plan of the Buyer and as is approved in accordance with Lasy 4062/2012 prior to the Transfer Date, as may be amended in accordance with the provisions of this Agrecenent and Lan $4062 / 2012$ or any other applicable legislation at the time of such amendment: |
| "Invitation for Expression of Interest" | means the Invitation to Submit an Expression of Interest for the acquisition of a majority of the share capital of the Company by way of a purchase of existing shares and further subscriptions for new shares in the capital of the Company dated 8 December 2011 . issued by the Fund; |
| "Lenders" | means the Eligible Banks that will provide financing fo the Company and/or any of the Company's Altiliates or Buyer Group Company for the implementation of the Integrated Development Man, and includes any person acting as an agent, security agent, intercreditos agent. security tnslee and/or joint creditor for, on behalf of, or with any of the foregoing parties. |
| "Minimum IRR Amount" | has the meaning defined in Clause 3.2(d); |
| "Permitted Transferee " | means any Buyer Group Company other than the Company or its Subsidiaries: |
| "Present Value" | as used in Clause 5, means the present value of a stream of future cash flows or income. caleulated at is discount factor of $12 \%$ per annum: |
| "Projeet" | means the development of the Site in accordance with the Integrated Development Plan: |
| "Proposal" | means together the Business Plan, the Financial Offer |


| "Regulation" | means a binding legislative act which has general application and is directly applicable in the EU Member States: |
| :---: | :---: |
| "Request" | has the maaning defined in Clause 21.3: |
| "Request for Proposal" or "RIP" | means the Request for Proposal for the acquisition of $100 \%$ of the share capital of the Company by way of the purchase of existing shares of the Company, issued by the Fund on 9 danuary 2013, as in force; |
| "Respondent" | means the Arbitration Party against whom a Request with the Secretariat of the International Chamber of Commerce has been filed according to the arbitration procedures provided by the Agreement: |
| "Rights in Rem" | means the rights prescribed in Chapter III. para. 39 of the Joint Ministerial Decision with number 234/2013 issued by the Interministerial Committee for Asset Restneturing and Organisation (Govermment Gazette Vol. B 1020/25.04.2013): |
| "Rules" | Has the meaning defined in Clause 21.2: |
| "Sale Shares" | has the meaning defined in Recital (C). |
| "Seller's Warranties" | means the warranties of the Seller provided in Clause 6 and Schedule 2 of the present Agreement: |
| "Shares Acquisition Price" or "SAP" or "Purchase Price" | means the price for the purchase of the Sate Shares set out in Clause 3.1(i) and 3.1(ii): |
| "Shareholders' Contribution" | means fully paid-up shate capital plos amy share premium (if applicable) and fully subordinated sharcholder loans: |
| "Shares" | means any and all the issued and fully paid-up shares of the Company from time to time: |
| "Signing Date" | means the date of signing of the present Agreement: |
| "Site" | meins the Former Aipport and the Coastal Zone, which sonstitute the area of the former Hellinikon airport: |
| "State Liability Claim" | means a claim in respect of a State Liability Event; |
| "State Liability Event" | has the meaning deflued in Clause 11.3: |
| "Subsidiaries" | means any undertaking which is deemed to be a "daughter undertaking" of the relevant company, as defined in Art. 42 x .5 a . of Codified Law 2190/1920: |
| "Tax" or "Taxation" | means: |


| "Total Investment" | has the meaning defined in Clause 3.2; |
| :---: | :---: |
| "Total Return" | has the meaning defined in Clause 3.2; |
| "Transfer Date" | has the meaning provided in Clause 2.5; |
| "Treaties" | means a number of Treaties ratified by the Memter States of the EU, which collectively form the constitution of the EX and the basis for EU Law, as amended from time to time, most recently by the Lisbon Treaty; |
| "Tribunal" | has the meaning defined in Clause 21.3: |
| "VDR" | means the virtual daaa room hosted by Intralinks as provided for pursuant to the RiP and the information included therein, as copied onto the CD-Rom attached to Schedule 4: |
| "Warranty Claim" | means a claim for breach of a Seller's Warrany: and |
| "Works" | means any works performed by the Company for the implementation of the Integrated Development Plan. |

Slatuory. governmental. state, government or municipal charges, duties, contributions. levies. withholdings or liabilities of whatever nature. howsoever computed, and wherever ereated or imposed and whether of Greece or elsewhere: and
(ii) any penalty, fine, surchange, interest, charges or costs relating thereto or in relation to any failure to comply with any tax obligation: and
(iii) regardless (in each case) of whether any such Tax is chargeable directly or primarily against. or attributable directly or primarily to, the Company or any other person and whether or not any such amount is recoverable from any other person:
has the meaning defined in Clause 3.2;
has the meaning defined in Clause 3.2;
has the meaning provided in Clause 2.5:
means a number of Treaties ratified by the Member States of the EU, which sollectively form the constitution of the EUI and the basis for EU Law, as amended from time to time, most recently by the Lisbon Treaty:
means the virtual data room hosted by Intralinks as included to Schedule 4:
means a claim for breach of a Seller's Warrany; and
means any works performed by the Company for the implementation of the Antegrated Development Plan.
1.2 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or imerpretation of this Agreement.

## 2 AGREEMENT TO SELL THE SHARES

2.1 Subject to the terms and conditions hereof, the Seller shall on fulfilment of the conditions provided in Clanse 22 sell and the Buyer shall purchase the Sale Shares free from all encumbrances and together with all rights and advantages attaching thereto.
2.2 The sale and purchase of the Sale Shares pursuant to this Agreement shall be subject to the fulfilment of the following conditions (the "Conditions Precedent"):
(i) the ratification of the present Agreemem by the Greek Parliament and publication of the ratification in the Government Gazette, including. subject to the provisions and conditions of Law 2687/1953 and EU. Law, the incorporation of the Company's investment in the Project within the provisions of Law 2687/1953:
(ii) the approval of the integrated development plan by Presidential Decree, as provided by Law $4062 / 2012$. substantially in the form submitted by the Buyer in its Concept Master Plan:
(iii) the enactment of the Joint Ministerial Decisions (or any other act which may be provided by the applicable laws at the time of issue thereof) (a) on the approval of the urban planning studies set out in article 3 para. 2 of Law $4062 / 2012$ and (b) regulatieg the matters set out in article 3 paras. 3 (a) (aa), (bb) and (ce) of Liw 4062/2012:
(iv) the partition (oravoyy) of the Site in accordance with (a) a partitioning diagram agreed between the Buyer, the Seller and the Hellenic Republic, (b) the Integrated Development Plan and (c) the Joint Ministerial Decisions or other acts set out it Clause 2.2(iii), whereby the Company shall acquire full ownership rights of $30 \%$ of the area of the Former Airport and $30 \%$ of the area of the Coastal Zone fexcluding the beach and shore):
(v) the fransfer to the Company of the Rights in Rem in accordance with the Integrated Development Plan and the administrative acts of Clause 2.2(iii) hereof,
(vi) the enactment of a legislative act establishing a body vested with powers necessary for (a) the management and operation of all areas, infrastructure, works and equipment of common use within the Site fincluding swithout limitation the operational administration, the regular, orderly and extraordinary maintenance thereof. any and all related services) and (b) the exclusive collection and management of any recipmocal duties or similar charges;
(vii) In the event that the Master Plan provides for a development zone with tourism/leisure as a permitted use allowing the lecation of a casino in the Site in actordance with article 2 para. 3 (a) of Law 40622012 , the Hellenic Republic having established a general framework for the granting of casino licences and having granted within that framework, through a public iender, the necessary operational lieence inclusive of a condition imposing on the operator a mandatory obligation to start operations within a short period, taking into account the technical specifications of the Master Plan:
(viii) the issuance of decisions by the Council af State finally dismissing the following applications for annulment:
(A) application for annulment with filing number 4062/2012 filed by Thomopoulos ef al agaimst the decision no, 206/25-4-2012 issued by the Interministerial Committee for Asset Restructuring and Organisation:
(B) applieation for annulment with filing number $1100 / 2013$ filed by Thomopoulos et al, against the decision no, 225/7-1-2013 issued by the Interministerial Committec for Asset Restructuring and Organisation:
(C) application for annulment with filing number $1125 / 2013$ hiled by the Municipality of Hellinikon - Argyroupoli et aL against the decision no. 225/7-1.2013 issued by the Interministerial Conmittee for Asset Restructuring and Organisation:
(D) application for annulment with filing number $1220 / 2013$ filed by the Metropolitan Church of Gilyfada against the decision no, 225i7-12013 issued by the Interministeriat Committee for Asset Restructuring and Organisation:
(E)
application for annulment with filing number 1222/2013 filed by the Metropolitan Church of Glyfada against the act of property description certification with number B1/30215/28392/4466/29-112010 issted by the Minister of Finance and the Deputy Minister of Labour and Social Security: and
(F) application for annulment with filing number 1382/2013 filed by Thomopoulos et al, adainst the decision no, 227/28-1-2013 issued by the Interministerial Committee for Asset Restructuring and Organisation:
(ix) no applications pending for the cancellation of any of the administrative acts listed at (iii). (iv). (v) and (vi) (other than those enacted in the form of presidential decrees);
(x) no final judicial decisiont having been issued, or Foree Majeme Exent having occurred, which results in the reduction of the Buildable Area in excess of $5 \%$, and
(xi) without prejudice to articte 8 para. I case or of Law 4062/2012, the delivery of the Site vacant in its entirety (save for (3) the land described in article 7 para. I y of Law 4062/2012 which will be vacated within 10 months alter the Transfer Date and (b) the marina located in the Site) to the Company pursuant to a delivery and acceptance protocol to be executed by the Seller and the Company.
43. The Buyer and the Seller shall co-operate fully in all actions necessary to procure the satisfaction of the Conditions Precedent, including the provision by each of all information reasonably necessary to make any notification or filing or as requested by any relevant authority, keeping each other informed of the progress of any notification or filing and providing such assistance as may reasonably be required.
.4. If the Effective Date is not achieved within two years from the Signing Date, the Buyer shall be entitled by written motice to cancel this Agreement and withdraw its First Instalment Bond. Following such cancellation, no Party shall bear any liability to any other Party arising from this Agreement other than in the eveat of wilful default or delay. The Hellenic Repoblic shall have no liability in any event whatsoever if the Effective Date is not achieved, For the avoidance of doubt, this Clause 2.4 shall not affeet the Parties' right to agree on a deferral of the Effective Date and/or the waiver of any of the Conditions Precedent on such terms and conditions as the Parties may agree. The Buyer shall be required to maintain the First Instalnsent Bond in force until the latest of the Transfer Date or any cancellation.
1.5 The Seller shall on the Effective Date notify the Buyer in writing that the Conditions Precedent have been satisfied and notify the Buyer of the date on which the transfer of the Sale Shares shall take place, which shall be no less than five and no more than ten Business Days from the date of the Seller's notice (the "Transfer Date"). On the Transfer Date, the Parties shall meet at the offices of the Seller or at such other place or on such other date as may be agreed in writing between the Buyer and the Seller, in order for the Seller to satisfy its obligations under Clause 2.6 and the Buyer to satisty its obligations under Clatise 2.7. In the event that the Buyer faits to attend on the Trassfer Date and pay the First Instalment pursuant 10 Clause 2.7 (b), the Seller shall be entitled to terminate this Agreement forthwith and forfeit the First Instalment Bond as a penatey.
.6 The Selfer shall on or before the Transfer Date, provided that the Buyer has previously fulfilled its obligations pursuant to Clause 2.2. deliver or procure that there are delivered to the Buyer:
(i) Tas transfer statements in respect of the Sale Shares duly executed by the Seller as the registered holder in favour of the Buyer:
(ii) Share certificates for the Sale Shares duly endorsed in the name of the Buyer,
(iii) a centified copy of the minutes of a meeting of its directors, authorising the execution of this Agreement and any other document which may be required to be executed on behalf of the Seller pursuant to this Agreement:
(iv) a certified copy of any power of attomey or other instrument pursuant to which this Agreement and the transfer of the Sate Shares shall be executed on behalf of the Selles:
(v) sighed resignations of all existing members of the Board of Directors as at the Transfer Date from all authorizations, positions, titles and signatory powers they may have, at the Buyer's request, waiving also any right or claim for compensation whatsoever:
(vi) acertified cops of the Artieles. as amended as at the Transfer Date, and
(vii) a statement that the Seller's Warranties set out in paragraphs 1 and 2 of Schedule 2 are repeated as at the fransfer Date.
2.7 The Buyer shall on or before the Transfer Date:
(a) deliver or procure that there are delivered to the Seller:
(i) the Deferred Payment Bond duly executed by the relevant Bond Eligible Bank, as described in Clause 5:
(ii) a certified copy of the minutes of a meeting of its directors, authorising the execution of this Agreement and any other document so be executed on behalf of the Buyer:
(iii) a certified copy of any power of attomey or othee instrument under which this Agreement is executed on behalf of the Buyer; and
(iv) a legal opinion in a form satisfactory to the Seller issued by a firm approved by the Seller, concerning the due execution validity, authority and compulsive nature of this Agreement.
(b) pay an amoutt equal to the First Instatment by wire transfer to bank account no. 104/47229302 - IBAN: GR96 01101040000010447229302 - SWIFT CODE: ETHNGRAA. kept with the National Bank of Greece, of the Seller (the "Seller's Account")
2.8 The Buyer hereby undertakes and agrees that the BOD members who relinquish their authorizations, positions, titles and signatory powers are released from any liability in connection with their position as directors of the Company and will include such release in the standard language as stipulated in the previous Annual General Mectings of the Shareholders at the immediately following Annual General Meeting.
2.9 From the date hereof through to the Transfer Date, and exeept as set firth herein. the Seller shall ensure that the Company shall not without the consent of the Buyer: (a) conduct its business other than in the ondinary course of its business or for the purpose of falfilling the Conditions Precedent or as otherwise contemplated by this Agreement: (b) issue Shares or grant any option, warrant, convertible debenture or any other form of security exercisable into or convertible to Shares other than arising from any increase of share capital to refleet the transfer of Rights in Rem to the Company: or (c) save as contemplated by this Agreement or in the ordinary course of the business of the Company, sell any real estate assets or create or allow the creation of any Encumbrance on the Sale Shares and/or the Site and/or any part thereof.
2.10 From the date hereof through to the Transfer Date, the Buyer shall bave the right to attend meetings of the Board of Directors through one nominated representative. Should the Buyer
wish to do so, the Buyer will be required to give fourteen (14) days' prior written notice to the Company of such intention, with the name and contact details of the nontinated representative. Subject to such mominated representative being aceeplable to the Seller (acting reasonably) and such mominated representative signing confidentiality undertakings acceptable to the Seller (acting reasonably). such nominated representative shall be entitled to attend mectings of the Board of Directors as an observer and shall be duly and promptly sent the same notices and be provided with same materials and information as the members of the Board of Directors. For the avoidance of doubt, the nominated representative of the Buyer shall not be a director of the Company or a member of the Board of Directors
2.11 The Buyer is allowed to proceed as of the Signing Date with any preliminary works, measurements. tests, site visits and sample exeavations and soil samples at the Site, necessary for the approval of the Inegrated Development Plan, the drawing of the town planning and any other study or document provided in Article 3 of Law 4062/2012 and the proper preparation for the implementation of its Business Plan. The Fund and the Hellerric Republic underlake to provide to the Buyer any reasonable facilitation and accommodation towards this scope and shall procure that the Company shall do so as well. The Fund and the Hellenic Republic shall procure that the Company provides also free access to any part of the Site on any Business Day, upon prior written 2-day notice by the Buyer.

## 3 PURCHASE PRICE AND EARN-OUT PAYMENTS

### 3.1 The SAP

In consideration for the transfer of the Sale Shares, the Buyer hereby agrees to pay the amount of nine hundred and fifteen million Euros $(\mathbb{E} 915.000,000,00)$ as the Share Acquisition Price, which shall be paid in accordance with the following table:

| Number of Payments | Date | Amount of Price instalment | $\begin{aligned} & \text { \% of Total Nominal } \\ & \text { SAP } \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| Paymen 1 | $t=$ Iransfer Date | ¢ 300.000 .000 .00 | 32.79\% |
| Payment 2 | $1+1095$ [Number of Calendar Days] | € 45,000.000,00 | 4,92\% |
| Payment 3 | $\begin{aligned} & \mathrm{T}+1460[\text { Number of } \\ & \text { Calendar Days] } \end{aligned}$ | € 45.000.000.00 | 4.92\% |
| Payment 4 | T + 1825 [Number of Calendar Days) | $€ 45.000 .000 .00$ | 4.92\% |
| Payment 3 | $\begin{aligned} & 1+2190 \mid \text { Number of } \\ & \text { Calendar Days] } \end{aligned}$ | ¢ 40.000 .000 .00 | 4.37\% |
| Раутен 6 | $\begin{aligned} & T+2555 \text { [Number of } \\ & \text { Calendar Days? } \end{aligned}$ | € 220.000.000,00 | $24.04 \%$ |
| Final Payment | $t+3650 \mid$ Number of Calendar Days | $€ 220.000 .000 .00$ | 24.04\%\% |

(i) The Pirst Instalment in the amount of $€ 300,000.000,00$ representing $32.79 \%$ of the SAP, will be paid on the Transfer Date to the Seller's Account, as the first instalment:
the deferred SAP shall be paid to the Seller's Account on or before the dates provided in the table above, with the final balanee of payment to be made no later than the tenth amniversaty of the Transfer Date.
(b) No interest shall be payable on any part of the deferred SAP by reason of it being pawable after the Transfer Date,
(c) The aggregate of the amounts under paragraphs (i) and (ii) of this Clatse 3.1 constitutes the purchase price for the sale and purchase of the Sale Shares hereunder, and the Seller shall be entited to no other payment with respect to the iransfer of the Sale Shares. The Seller forther acknowledges that it does not have any claims against the Company in connection with dividends or retained eamings in respect of the Sale Shares, except for any dividends concerning the year before the Transfer Date that have been declared but not distributed and the Seller's rights explicitly provided in the present Agrcement. Any waiver of the Seller's rights vis-a-vis the Company set out in this paragraph shall operate as an agreement in favour of a third party pursuant to Section 410 of the Greek Civil Code.

### 3.2 Earn-out Right

(a) The Parties agree that the Company Shareholders shall pay each year to the Seller, from the seventh ammiversary of the Transfer Date throughout the term of this Agreement, payments in aecordance with this Clause 3.2 to enable the Seller to participate in the future economic upside from the development of the Project (the "Earn-out Right")
(b) Within 30 days following each anniversary of the Transler Date slarting from the seventh anniversary, each Company Shareholder shall submit an andited certificate to the Seller. which shall show the Total Investment and the Total Retum of such Company Shareholder for the period starting on the Transfer Date (or the date on which such Company Shareholder acquired any Shares) up to the relevant anniversary (the "Earn-out Period")
(c) For each Shareholder and for the respective Eam-out Period, the Auditor:
(i) Shall verify:
(A) the Total Investment: and
(B) the Tosal Return: and
(ii) shall calculate the Achieved IRR.
(d) The Company Sharcholder will be entited to an Achieved IRR of $15 \%$ (the "Minimum IRR') without any obligation to pay Eam-out Rights to the Seller. If the Achieved IRR exceeds the Minimum IRR. then for the part of the Total Return for sach Company Shareholder that exceeds the amount of Total Return which generated the Minimum RRR (the "Balance"), such Company Shareholder shall pay to the Selfer an amount equal to $30 \%$ of the Balance (the "Earn-out Payment"). The Earn-out Payment shall include uny taxes payable by the Buyer or the Seller relating to such payment: if the Buyer is required to pay or withhold any taxes relating to the Earn-out Payment such amounts shall be deducted from the Earn-out Payment remitted to the Seller.
(e) For the purpose of this Clause 3.2:
(i) "Achieved IRR" at any point in time means the semi-annual discount rate which. determined on a monthly basis, with respect to each Company Shareholder's Total Investment, would make the absolute value of (x) equal to the absolute value of (y). where ( x ) equals the present value of the streams of cash flow that constitute the Total Return from the beginuing of the Eam-out Period until such point in time discounted at such IRR, and $(y)$ equals the present value of the streams of cash flow that
constitute the Total Investment from the beginning of the Earn-aut Period until such point in time discomed at such IRR:
(ii) "Total Investment" means all amounts paid by the relevant Company Shareholder up to the time immediately prior to the relevant date in comnection with their investment in the Company or its Subsidiaries, incloding (as applieable) all amounts in respect of the SAP, the purchase price paid for the acquisition of any Shares by other Company Shareholders and any further amounts paid by the relevant Company Slareholder to the Company or its Subsidiaries by way of share subscriptions and/or sharcholder loans. For the avoidance of doubt Total Investment dees not include Eam-Out Payments received by the Seller: and
(iii) Total Return" means all amounts reseived by the relevant Company Shareholder (after the deduction of applicabic Tax) up to the time immediately prior to the relevant date in connection with their investment in the Company or its Subsidiaries, whether by way of:
(A) proceeds from the sale or other monctisation of Shares, or shares in the Company that may have been issued until that point in time;
(B) any amounts paid by the Seller or the Hellenic Repablic by way of damages, compensation or stherwise which correspond to the relevant Company Shareholder's Shares, whether such amount was paid to the Company Shareholder or to any previous owner of sach Shares;
(C) distributions of cash or non-cash assets from the Company to the relevant Company Sharcholder in any form: or
(D) payment of interest or repayment of principal on sharcholder loans.
(t) For the purposes of this Clause 32, the value to be attributed to non-cash assets shall be their value as at the date (as applicable) of the payment or receipt of those assets:
(g) The Buyer agrees that it shall not attempt to circument the provisions of this Clause 3.2 through transactions with Affiliates, including permitting the investment by Affiliated eompanies in Subsidiaries of the Company or by concluding transactions other than at arm's length terms.
(h) The Buyer agrees that it will not perform any merger, spin-off, transformation or any other alteration to the statas of the Company or its Subsidiaries in a manner which will prejodice the Selier's Earn-out Right.
3.3 The Seller has 30 days. slarting with the day on which it reecives the andited accounts and certificate(s) referred to in paragraph 3.2 (b) withill which to give notice to any Company Sharcholder that it does not acsept the accuracy of its certificate.
(a) If the Seller does not give notice under this Clause 3.3, it is deemed to have accepted the certificate as accurate at the expiry of the 30 -day period.
(b) Where the Seller gives notice that it does not accept the accuracy of the certificate, the Parties have 45 days, starting with the day on which the relevant Company Shareholder receives the notice, within which to resolve any disagreement relating to the certificate. The Parties shall use their best endeavours to resolve the disagreement within that period.
(c) Where the Parties are unable to resolve their disagreement within the 45 -day period, the calculation of the Fotal Investment, the Total Return and the Achieved IRR for the previous twelve months shall be referred to an Earn-out Expert and the provisions of Clause 3.6 shall apply.
3.4 Each Company Shareholder shall make the Eam-out Payment due to the Setler for the relevant year within a period of ten days starting with the day on which:
(a) the Seller atceepts or is deemed to have accepted the certificate relating to the Earn-oun Payment for that year as accurate in accordance with paragraph 3.3(a); or
(b) the Parties have resolved all diangreements on that centificate; or
(c) the Parties receive aotice of the Earn-out Expert's decision on the Earn-out Payment for that year.
3.5 Save as otherwise provided in this Clause 3, the Parties shall each bear their own costs incurred in the preparation of the certificate and the agreement of the Total Investment. the Total Return, the Achieved IRR and any Eam-out Payment.
3.6 An Earn-out Expert is a partser in an independent international accountancy firm or investment bank with experience in the calculation of corporate investments and retums appoimted in accordance with this Clause 3.6 to resolve a dispute arising in relation to the calculation of the Total Investment, the Total Return, the Achieved IRR and any Earn-out Payment (the "Earn-ont Expert")
(a) The Parties shall agree on the appointment of the Earn-out Expert and agree his terms of appointment.
(b) If the Partics are unable to agree on the appointment of an Eam-oat Expert or his terms of appointment within seven days of either Party serving details of a suggested expert on the other. either Parry may request the President for the time being of the Athens Chamber of Commerce and Industry to appoint an Earn-out Expert and agree the terms of appointment with such Earn-out Expert.
(c) The Earn-out Expent is required to prepare a written decision and give notice (inefuding a copy) of the decision to the Parties within a maximum of one month of the matter being relerted to the Earn-out Expert,
(d) If the Eam-out Expert dies or becomes unwilling or meapable of acting, or does not defiver the decision within the time required by paragraph (c), then:
(i) either Party may apply to the President for the time being of the Athens Chamber of Commerce and Industry to discharge the Earn-out Expert and to appoint is replacement Earn-out Expert with the required expertise; and
(ii) this Clause 3.6 shall apply in relation to the new Earn-out Expert as if he/she were the first Eam-out Expert appointed.
(e) All matters under this Clause 3.6 shall be conducted. and the Eam-out Expert's decision shall be written, in the English language.
(f) The Parties are entitled to make written submissions to the Earn-out Expert and shall provide (or procure that others provide) the Earn-out Expert with such assistance and doctuments as the Earn-sut Expert reasonably requires for the purpose of reaching a decision
(g) To the extent not provided for by this Clatse, the Eam-out Expert may, in his reasonable discretion, determine such other proeedures to assist with the conduct of the determination as he considers just or appropriate:
(h) Each Party shall, with reasonable promptness, supply each other Party with all information and give each other Party access to all documentation and persomel as each other Party reasonably requires to make a submission under this Clause 3.6
(i) The Earn-out Expert shall act as an expert and not as an arbitrator. The Earn-out Expert shall determine the amount of the Earm-out Payment, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Earn-aut Expert's written decision on the maters referred to him shall not be binding upon the Parties and in the event of continaing dispute the matter will be resolved by arbitration in accordance with Clause 21.
(i) Each Party shall bear its own costs in relation to the Eam-out Expert. The Eam-out Expents fees and any costs properly incurred by him in arriving at his determination (inctuding any fees and costs of any advisers appointed by the Earn-out Expert) shall be borne by the Parties equally or in such other proportions as the Earn-out Expert directs.

## 4 TRANSFER OF SHARES

4.1 The ownership of the Sale Shares will be transferred to the Buyer on the Transfer Date.
4.2 Throughout the period from the Transfer Date until the payment of the SAP in full:
(a) subject to Clause 4.2 (b), the Buyer shall hold at least $33.34 \%$ of the voting rights relating to the Shares:
(b) the Buyer may transfer and/or sell additional Shares to a Permitted Transferee subject to the Seller's prior written consent and the Seller shall be deemed to have given its consent unkess it Las communicated specific grounds of relasal to the Buyer within 20 Business Days after receipt of a written notice from the Buyer that it wishes to transfer any Shares to a Permitted Transferce:
4.3 No sale of Shares sball be registered by the Company untess the transferee (including, for the avoidance of doubt, a Permited Transferee):
(a) provides a confirmation issued by an Eligible Bank conlirming that the transferee has sufficient funds to meet its obligations under this Agreement:
(b) accedes to this Share Sale and Purchase Agreement on terms (including, for the avoidance of doubt, as to the ideatity of the proposed transferee) reasorably satisfactory to the Seller provided that the Seller shall be deemed to have approved such accession unless it has communicated specific grounds of refusal to the Buyer within 20 Business Days after receipt of a written notice from the Buyer that it wishes to transfer any Shares: and
(c) undertakes hability to make the Earn-out Payments undertaken by the Buyer pursuant to Clause 3 and Investment Oblagation pursuant to Clause 9.8 of this Agreement in proportion to the Shares transferred to it.

The Buyer (or any subsequent acceding shareholder) shall remain fully liable to make Earnout Payments under this Agreement in relation to the Shares transferred until the relevant transferee has so acceded to this Agreement.

For the avoidance of doubt, for the purposes of calculating the Earn-out Payments duc by such transferee to the Seller, the starting point for the calculation of the Achieved IRR Amount will be the date of transfer of said Shares to the transferee (or any other date where completion of such transfer can be substantially manifested) and the initial amount for such Total Investment will be the consideration paid by such transferee for the purchase of said Shares.
4.4 The Buyer and/or any other Company Sharcholder shall be entitled to pledge Shares to the Company's Lenders solely for purposes of securing funding for the Company to finance the implementation of the Project.
4.5 The Company may not merge with any party (including the Buyer or any other Buyer (iroup Company).

## 5 BONDS

5.1 Upom the Signing Date the Buyer shall furnish a boud (the "First Instalment Bond") in favour of the Fund in the form of a bank guarantee as provided in Schedule 1A. issued by a Bond Eligible Bank. with the following terms:
(a) a minimum tenor of two (2) years:
(b) a guarantee amount equal to thirty million Euro ( $\mathbf{3 0}, 000,000,00$ ):
(c) payable to the Seller on first written demand to the guaramor that the Buyer has breached is obligatiens under this Agreement to pay the First Instalment on the Transfer Date.

The Seller shall release the First Instalment Bond to the Bayer immediately on the fater of (i) payment of the First Instalment and (ii) delivery of the Deferred Payment Bond.
5.2 Upon the Transfer Date the Buyer shall furnish a bond (the "Deferred Payment Bond") in favour of the Fund in the form of a bank guarantee as provided in Schedule IB. issued by a Bond Eligible Bank, with the following terms:
(a) a minimum tenor of ten (10) years:
(b) a guarantee amount equal to $100 \%$ of the Present Value of the Deferred Price:
(c) payable to the Seller on first writen demand to the guarantor that the Buyer has breached its obligations under this Agreement to pay any of the deferred SAP payments in the amomts and on the dates provided in Clause 3.1(ii)-
5.3 The minimum amount guaranteed by the Deferred Payment Bond shall be re-calculated on an anntal basis on each anniversary of the Transfer fate. based on the Present Value of the outstanding sum of the Delerred Price on such date, taking into account any payment in respect of the Deferred Price which has been made in the preceding tweive months, and the amount which must be goaranteed by the Deferred Payment Bond shall be adjusted accordingly.
5.4 The Seller shall return the Deferred Payment Bond to the Buyer on payment in full of the SAP.
5.5 In the event that any portion of any Bond is called pursaant to this Clause 5 , then immediately following such action, and not later than 10 days thereafter, the Buyer shall replenish such Bond up to the agreed amount. In the event that a Bond is not replenished within one month of its forteiture in whole or part, the Fund shall have the right to call the entire Bond.
5.6 Any delay in invialing the process to call any Bond shall not be construed as acceptance of the breach or default or as a waiver of the right to call such Bond in the future.
5.7 If the bank which has issued a Deferred Payment Bond ceases to be a Bond Eligible Bank. then the Buyer shall motify the Fund accordingly and replace the Deterred Payment Bond with a new Deferred Payment Bond issued by a Bond Eligible Bank in an amount equal to the outstanding part of the Deferred Price at the relevant time in accordance with the terms of this Agreement. In stech a case the Buyer shall submit the Deferred Payment Bond to the Seller as soon as reasonably practicable following the date of the above notice and, in any event. not later than one month thereafter.

## 6 REPRESENTATIONS OF THE SELLER

6.1 The Seller warrants, subject to Schedule 4 ("Disclosure Schedule"), to the Buyer solely and exelusively on the matters and in the terms set oun in Schedule?
6.2 No Warranty Claim shall be brought against the Seller nor shatl the Seller be liable (by way of damages or otherwise) to the Buyer or any other person for any Warranty Claim unless Transfer Date shall have occurred and unless:
(a) the Warranty Claim is based on positive loss or damage (earuki cipia) to the Buyer or loss in value of the Company. The Seller shall under no circumstances be liable for Warranty Claims arising from loss of prolit. loss of opportunity or any other consequential loss or damage

(b) the Seller shall have received from the Buyer written motice containing such details as may be reasonably available to the Buyer as to the nature and the estimated amount of the relevant Warranty Claim on or before the fifth anniversary of the Transfer Date, provided that, notwithstanding the foregoing, the Buyer shall notify the Seller in writing of any relevant Warranty Claim and of any claim or matter which gives or may give rise to a relevant Warranty Claim promptly after becoming aware of the sane: and
(c) the amount of each individual Warranty Claim exceeds one hundred thousand Earo ( $£ 100.000$ ): and
(d) the amount of all Wamanty Claims exceeds one per cent. (1\%) of the SAP, in which case only the excess shall. subject to the other provisions of this Agreement. be payable.
provided that (save as provided in Clause 6.7 below) a Warranty Claim shall be deemed is hate been withdrawn (and no new Warranty Claim may be made in respect of the same facts giving rise to such withdrawn Warranty Claim if such Warranty Claim has not been previously satisfied, setfled or withdrawn) if legal proceedings or reference to the Expert in accordance with Clause 20 in respect of such Warmanty Claim shall not have been commenced within nine months of the service of the notice referred to in Clause $6.2(\mathrm{~b})$ in the case of Warranty Claims, and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been properly issued and validly served upon the Seller.
6.3 Subject to the provisions of Clause 11.8. the aggregate amount of the liability of the Seller for all Warranty Claims (imeluding any claims of the Buyer pursuant to Clause 6.17). claims made pursuant to Clause 6.19 and any other claims for breach of any other provision of this Agreement shall not in any event exceed the amount of $100 \%$ of the SAP received by the Seller. In addition, the amount of all eompensation which may be paid to the Buyer shall not in any event exceed the amount of the SAP received by the Seller on the date of disbursement. In the event that the Seller's liability to the Buyer is greater than the amount of the SAP received by the Seller at that fime, the Buyer shall be entitled to set of the amount which exceeds the SAP payments received by the Seller at that time (without interest), up to a total limit of $100 \%$ of the SAP. against the Buyer's subsequent payment obligations bereunder.
6.4 If the Warranty Claim results in: (a) the reduction in the Buildable Area by more than three per cent ( $3 \%$ ) in each of (i) the Former Airport and /or (ii) the Coastal Zone; or (b) the inability to proceed with works required for the implementation of the Business Plan if such works affect more than three per cent. $(3 \%)$ of the Buidable Area, in each of (i) the Former Airport, and/or (ii) the Coastal Zone, the Buyer's compensation shall be assessed in accordance with the provisions of Clause 20.
6.5 The Seller shall have no liability whatsoever in respect of any Warranty Claim to the extent that:
(a) the matter or liability giving rise to the Warranty Claim arises from, or, having arisen, is increased as a restalt of, a voluntary act. omission or transaction carried out after the Transter Date by the Buyer or any Affiliate of the Buyer (or their respective directors, employees, apents or successors in tite) or in respect of which any admission of liability has been tuade after the Transfer Date by any such persons; or
(b) the matter or liability giving rise to the Warranty Claim arises from, or, having arisen, is increased as a result of, an att of omission compeiled by law or by virtue of a change in rates of Tax or method of assessing Tax taking place after or as a result of the passing or coming into force of an enactment or other government regulation, directive or requirement or any administrative practice after the Transfer Date, whether or not having retrospective effect, or any change to, or in the interpretation of, any existing enactment or govermmental regulation. directive or requirement or any administrative practice after the Transfer Date: or
(c) the matter or liability giving rise to the Warranty Claim arises from, or, having arisen, is increased as a result of. the Buyer not daly complying with its obligations tunder this Agreement or any other matter or thing either provided for or required by this Agreement, or an act or omission or transaction by the Seller or the Company prior to the Transler Date occuring at the request of or with the prior writen consent of the Buyer or any Buyer Group Company:
(d) the loss which is the stabject of the Warranty Claim has been or is made good or is othervise compensated for without cost to the Buyer or the Company and, for this purpose, the Buyer covenants with the Seller that the Company will make all such clams and elections, as shall be reasonably requested by the Seller to give effect to this paragraph; or
(c) in relation to such Warranty Claim, the Buyer or any Buyer Group Company fails to act in accordance with the request or directions of the Seller pursuant to the provisions of paragraplas 6.9 to 6.12 or lails to consly with the provisions of paragraph $6.12(\mathrm{~d})$.
6.6 If a Warranty Claim shall arise by reason of some liability which at the time that such Warranty Claim is notified to the Seller is contingent only. the Sefler shall not be under any obligation to make any payment to the Buser thereunder until such liability ceases to be so contingent or becomes quantifiable. So long as any Warranty Claim arising by reason of a contingent liability shall have been notified to the Seller in accondance with paragraph 6.2(b). then the proviso to paragraph 6.2 (b) shall be amended in relation to suel) Warranty Claim so as to require that proceedings be commeneed within the later of (i) rine months from the date on which such Warranty Claim was so notified and (ii) nine months from the date on which the said liability ceases to be contingent. The Seller shall cease to be liable in relation to any contingent liability in any event if such liability ceases to be contimgent within two years after notification.
6.7 A beeach of Warranty which is capable of remedy shall not entitle the Bayer to compensation unless the Seller is given written notice of such breach and such breach is not remedied within 30 days after the date on which such notice is sersed on the Seller.
6.8 The sole remedy of the Buyer for breach of any of the Warranties or any other breach of this Agreement by the Seller shall be an action for damages for breach of contract to the exclusion of all other rights and remedies (meluding those in tort or arising under law). Other than pursuant to Clause 6.17, the Buyer shall not be entitled to rescind or terminate this Agreement for breach of Warranty atter the Transfer Date.
6.9 If the Seller pays to the Buyer an amount pursaant to a Warranty Claim and the Buyer or any Buyer Group Company subsequently recovers or becomes entitled to recover from a third party (including under an insuranee poliey effected by or on behalf of the Buyer and or the Company) an amount which is referable to that Warranty Claim, the Buyer shall (or, as appropriate, shall procure that the Buger Group Company shall):
(a) take all reasonable steps or proceedings as the Seller may require to enforee such recovery and (if applicahle) not to prejudice its position in relation to any Warranty Claim under an insurance policy:
(b) provide to the Seller all such information and reports concerning any such steps or proceedings as the Seller may from time to time reasonably request; and
(c) upon such recovery, the Buyer shall (or, as appropriate, shall procure that the Buyer Group Company shall) forthwith repay to the Seller so much of the amount paid by the Seller as does not exceed the amount recovered from the third party, less any reasomable expenses incurred by the Buyer in the course of such recovery process.
6.10 Whene the Buyer or the Company is at any time entitled (whether by reason of insurance or payment discount or otherwise) to recover from some other person any sum in respect of any matter giving rise to a Warranty Claim, the Buyer shafl, of shall procure that the Buyer Group Company shall, undertake all reasonable steps (whether by way of a claim against its insurers or othervise. including proceedings) to enforec steh recovery prior to taking action against the Seller (other than to notity the Seller of the Warranty Claim and subject to the requirement under clause 6.2 to bring proceedings in respect of such Warranty Claim being amended so that the nine month or two year (as the case may be) period runs from the date on which. in the reasonable opinion of the Buyer, such recovery is no longer possible) and, in the event that the Buyer or the Company shall reeover any amoumt from such other person, the amount of the Warranty Claim against the Seller shall be reduced by the amount recovered minus any reasonable expenses incurred by the Buyer in the course of the recovery process or extinguished if the amount recovered minus any reasonable expenses incurred by the Buser in the course of the recovery process exceeds the amount of the Warranty Claim.
6.11 If the Seller so requests by written notice served on the Buyer within 12 months of the date of service of notice of a Warranty Claim and subject to payment by the Seller of any such Warrany Claim, the Buyer shall assign or ensure that the Buyer Group Company assigns to the Selfer all rights and Wamanty Claims which it may have in connection with the event or matter concerned.
6.12 Upon the Buyer or Buyer Group Company becoming aware of any claim, action or demand by any third party which is likely to give rise to any Wartanty Claim (a "Third Party Claim"). the Buyer shall and shall procure that the Company shall:
(a) promptly notify the Seller by written notice as ston as practicable after it appears to the Buyer that the Seller is or may become liable in respect of a Warranty Claim which relates to such Third Party Claim:
(b) at alf times disclose in writing to the Seller all information and documents relating to the potential Third Party Claim or the matters which will or are likely to give rise to the potential Third Party Claim:
(c) take such action and give such information, assistance and access to its personnel and/or premises, chattels, documents and records, and the Seller shall be entitled to require the Company to take such action and give such information and assistance, as reasonably required, in order to avoid, dispute, resist, mitigate, settle, compromise. defend or appeal any Third Party Claim in respect thereof or adjudication with respect thereto and to instruet such solicitors or other professional advisers as the Seller may nominate to act on behalf of the Buyer or the Buyer Group Company; and/or
(d) at the request of the Seller, allow the Seller to take the sole condact of such actions as the Seller may deem appropriate in connection with any such Third Party Claim in the name of the Buyer or the Buyer Group Company and in that connection the Buyer shall give or cause to be given to the Seller all such assistance as the Seller may reasonably require in avoiding. dispating, resisting, settling mitigating. compromising, defending or appealing any such

Third Party Claim and shall instruct such solicitors or other professional advisers as the Seller may nominate to act on behalf of the Buyer or the Buyer Group Company- as appropriate, but to act in accordance with the Seller's sole instructions and the Seller shall be entitled at its sole discretion to settle any such Third Party Claim;
(e) make no submission, admission of liability, agreement, settlement or compromise to or with any third party in relation to any such Third Party Claim or adjudication without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed); and
(1) take all reasonable action to mitigate any loss suffered by it or the Buyer Group Company in respect of which a Third Party Claim could be made.
6.13 The Bayer waives any right to which it is or may become entitled by virtue or in respect of any statement made by or on behalf of the Seller about any matter relating to the business or affairs of the Company or the sale of the Shares on any matier connected with that sale unless that statement is set out in this Agrement.
6.14 The Seller shall not be liable to satisfy any Warranty Claim which relates to any asset or liability of the Company which shall be made after, or is subsisting at the time that, the Buyer (or any Buyer Affiliate) cease to hold directly or indirectly any Shares or any successor entity with which they or any of them may be merged or any shares or other securities into which the same may be converted, subdivided or consolidated.
6.15 The Buyer shall, and shall procure that each Buyer Group Company shall take all reasonable steps so avoid or mitigate any loss or liability which mas give rise to a Warranty Claim.
6.16 Warranty Claims shall be actionable only by the Buyer and no other party shall be entitled to make any Warranty Claim or take any action whatsoever against the Seller under or arising in comection therewith, nor may the benefit of the Warranties be assigned or the benefit thereof otherwise transferred to or made available by the Buyer to any third party.
6.17 In addition to and as a derogation to the foregoing, in the event that the consequences of one or more Warranty Claims result in the pernanent inability to develop more than $30 \%$ of the total Buildable Area in either the Former Airpon and/or the Coastal Zone in the manner provided in the administrative acts sct out in Clause 2.2(iii) hereof, the Buyer shall be entitled to rescind and/or terminate this Agreement. The Seller shall pay to the Buyer any proved increase in the value of the Shares returned to the Seller and no further compensation shall be paid. For purposes of this Clause 6.17. "permanent" shall mean the inability to implement the respective part(s) of the Integrated Development Plan for a contimous period of seven (7) months.
6.18 For the avoidance of doubt, notwithstanding any other provision of this Agreement, the Setler does not warrant. and shall not be liable in respect of any Warrmaty Claim, to the extent that it relates to the accuracy of any opinion given by a third party in relation to the Warrantics, the Company or the Sale Shares or any report prepared or provided by a thind party in connection with any Warranty or any matter to which any such Warranty relates which may be contained in the Disclosure Documents.
6.19 Additional Compensation. In addition to compensation for Warranty Clatems and subject to the limitations provided in Clause 6.3, the Seller also undertakes the obligation (as an obligation undertaken by the Seller in favour of a third party) to pay compensation to the Company for its direct positive losses resulting from a Compensation Event, subject to the following conditions:
(a) the Seller shall have received from the Buyer and/or the Company written notice containing such details as may be reasonably available to the Buyer and/or the Company as to the nature and the estimated amount of the relevant Compensation Event on or before the fiffeenth amiversary of the Transfer Date. provided that. notwithstanding the foregoing the Company
and/or the Buyer shall notify the Seller in writing of any retevant Compensation Event and of any claim or matter which gives or may give rise to a relevant Compensation Event promptly after becoming aware of the same:
(b) the amount of compensation payable shall be assessed pursuant to Clause 20; and
(c) the amount of any compensation payable under this Clause 6.19 shall be reduced by the amount payable to the Company and/or any Buyer Group Company on the same grounds pursuant to applicable legislation:
(d) if part or all of the circumstances giving rise to the Compensation Event are rectified following the making of a claim by or on behalf of the Company pursuant to this Clause 6.19. the Company's claim shall, if not yet paid, be reduced to take account thereof;
(e) If the compensation has been paid to the Company and part or all of the circumstances giving rise to the Compensation Event are rectified within ten years following payment to the Company pursuant to this Clause 6.19, the Company shall return to the Seller the relevant compensation paid, without application of interest.

## 7 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer explicitly and irrevocably warrants, represents and guarantees to the Seller each of the items set forth in the representations and warranties schedute attached hereto as Schedule 3 on the date hereof. The Buyer shall repeat such representations and warranties on the Transfer Date.

## 8 BUYER'S UNDERTAKING OF RISKS

8.1 The Buyer, to the extent possible and permitted. has already investigated, is aware of, has taken into account, Fully understood and quantified in its Financial Offer submitted in its Proposal, and is bound by in relation to the risks associated with:
(i) the ownership and legal status of the Site. including, inter afia, tities and Encumbrances, leases. concessions, relationshrips with third parties. licenses requirements, urhan planning status:
(ii) the nature of the envirommental. climatic. hydrological, geophysical and general conditions prevailing in the Site, the nature of the ground, the form and nature of the Site, the nature and quantities of matcrials and works required for the execution of the constructions, technical issues, as well as traffic conditions (existing and forecasted) of the Project:
(iii) the degree of adequacy of the means and rights of access to and from the Project Site, the availability of materials from Greek and international sorurees, the availability of labour force, the existence of public utility facilities on or near the Site, the suitability and adequacy of the Site for the temporary and permanent constructions and in general such other risks:
(iv) the sites for iemporary or permanent dumping of excavation products, the transport. disposal, management and storage of materials:
(v) the specifications, technical requirements, all the relevant regulations, standards, practices, relevant legisfation (including legislation to which this Agreement expressly refers to) for the execution of the Project:
(vi) The financial and macroeconomic data taken into consideration for the preparation of the Financiat Offer and the Business Plan submitted by the Buyer in its Proposal, as indicatively interest rates and inflation:
the tax and regulatory regime in effect; and
(viii) the Company, it operations, assets and licenses
8.2 In view of the foregoing undertaking of risks, without prejudice to the provisions of Clause 6.19 , the Buyer shall mot be entitled to substantiate any claims associated to the oceurrenec of such risks (including any Wartanty Claims) on the grounds of any law. decree or other provision, including without limitation article 200 of the Greek Civil Code, and shall not be released from any of its obligations arising from the Business Plan. the Integrated Development Plan, the Finamcial Offer or any other comtactual document.

## 9 POST-TRANSFER OBLIGATIONS OF THE BUYER

9.1 Affer the Transfer Date, and during the execution of the Project, the Buyer may procure that the Company enter into any agreement for Debt Financing, provided that:
(i) the Company has taken reasonable measures to ensure that such financing is on market terms: and
(ii) at no time will the Debt / Shareholders Contribution ratio of the Company exceed 3:1 without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed).
9.2 The Buyer undertakes to procure that the Company shall only inseribe mortgages aver the Site in favour of Lenders and only for the purpose of financing the implementation of the Project.
9.3 In addition, the Buyer warrants to the Seller that any sale of Shares by the Buyer or of rights in rem either by the Company or by Subsidiaries of the Company to third parties will be pursued on arm's length terms in the best interests of the relevant seller or the Company (as applicable).
9.4 The Buyer undertakes fowards the Fund throughout the term of this Agreement the following additional obligations following the Transfer Date:
(a) To procure the development of the Site by the Company in compliance with the Business Plan and the Integrated Development Plan:
(b) To procure that the Company will undertake all necessary actions (ineluding submission of all necessary applications) to secure the implementation of the Integrated Development Plan. including obtaining all necessary permits with the assistance of the Hellinikon Office as this is prescribed in Law $4062 / 2012$.
(c) To ensure the funding of the Company in accordance with the Business Plas and this Agreement for the purposes of implementing the entirety of the Integrated Development Plan. It is expressly agreed that the Seller will not provide any funding whatsoever to the Company. nor will it assume any guarantees or other fimancial obligations of any kind, for the purposes of the implementation of the Integrated Development Plan, and
(d) To procure that the Company and any Subsidiary thereof enters into agreements and in any ohher manner undertakes obligations to the Buyer and Afriliates of the Buyer only on arm's length commercial market terms:
9.5 With the prior written consent of the Seller (not to be unreasonably withheld), on the advice of the Implementation Advisor, the Buyer shall be entitled to amend the Integrated Development Plan provided that any such amendment shall not reduce the Buyer's investment obligations parsuant to Clause 9.8. other than as pemnited pursuant to Clause 9.12. This

Clause shall not act as a waiver or release of the Buyer's general obligations to ensure that the Company complies with all applicable legislation coneerning its permits to develop the Site.
9.6 Upon discovering any Amiquities on Site while carrying out the Integrated Development Plan. the Buyer shatl ensure that the Company:
(a) immediately notities the Seller and the Hellinikon Office thereol:
(b) takes all neeessary measures for the protection of the object and shall suspend the works if the archacological authorities deem that carrying those out may cndanger the object or obstruct the procedure of its excavation: and
(c) takes all necessary measures in order to keep the object in the same location and condition.
9.7 The Hellinikon Office shall immediately notify the competent archacological service of this mather, which must, within an exclusive time frame of sixty ( 60 ) days, recommend methods for the continuation of the works and must take the necessary actions to ensure the object's protection. If the above deadline lapses without the above actions having been taken, then this shall eonstitue an Event of State Delay. The Seller. provided that such a request is made by the Buyer, must grant an extersion to the relevant deadtine in the lotegrated Development Plan, equal to the delay caused by the Archacological Service's failure to comply and the delay that may be caused in carrying out the works which may be required for the protection of findings.
9.8 The Buyer agrees that it will procure that the Company invesis the following amount for the implementation of the Integrated Development Plan (its "Investment Obligation") over the following five-year periods (each a "Funding Period"):

| From the Transfer Date until the fifth <br> amisersary of the Transter Date (the "First <br> Funding Period") | $€ 1,071.082 .541$ |
| :--- | :--- | :--- |
| From the lifth anniversary of the Transfer <br> Date until the Ienth anniversary of the <br> Transfer Date (the "Second Funding Period") | $\in 1.078 .996 .042$ |
| From the tenth anniversary of the Transfer <br> Date until the fifteenth armiversary of the | $€ 2,439.438 .411$ |
| Transfer Date (the "Third Funding Period") |  |

9.9 The Buyer may in respect of a Funding Period transfer up to $50 \%$ of its Investment Obligation in respeet of that Funding Period as provided in Clause 9.8 to the following Funding Period (and the Investment Obligation for the following Funding Period shall be increased accordingly). In relation to any transter to the following Funding Period the Buyer maty only transfer $50 \%$ of the amount stated in relation to that Funding Period in Clause 9.8 (and not $50 \%$ of the cumulative amount), unless any such amount corresponds to amy part of the Integrated Development Plan delayed or ameaded with the consent of the Seller pursuant to Clauses 9.5 or 9.10 . The Third Funding Period may be extended for up to a further 5 years with the prior written consent of the Seller. If on the expiry of the Third Funding Period the Buyer has not fulfilled at least one-third of it Investment Obligation pursuant to Clause 9.8. the Seller shall have the right to terminate this Agreement.
9.10 With the prior written consent of the Seller (not to be unreasonably withheld), on the advice of the Implementation Advisor, the Buyer shall be entitled to an extension of time for its Investment Obligation as provided in Clause 9.8 and to the same extent to which the relevant part of the Project has been delayed by a Warranty Claim. State Liability Event or Compensation Event which renders the timetable impossible or commereially unfeasible.

### 9.11 Subject to Clause 9.9:

(a) if the Buyer does not fulfil its Investment Obligation set out in Claise 9.8 in respect of any Funding Period, the Seller shall be entitied to impose a penalry amounting to $30 \%$ of the difference between the amount invested and the amount transferred to the subsequent Funding Period in accordance with Clause 9.9:
(b) if on the expiry of the Third Funding Period the Buyer has fulfilled one-third or more (but less than $100 \%$ ) of its Investment Obligation purseant to Clause 9.8 , the Seller shall be entiled to impose a penalty amounting to $30 \%$ of the difference between the amount invested and the full amount of the Investment Obligation pursuant to Clause 9.8 and a further five-vear period shall be granted for completion of the investment:
(c) the Biyer is obliged to pay a penalty of $30 \%$ of any shortfall between its total Investment Obligation as provided in Clause 9.8 and the total amount insested at the end of the following five-year period and a further five-year period shall be granted until the tosal amount has been invested:
(d) if the Buyer does not pay any penalty in accordance with this Clause 9.11 within three months after the expiry of the relevant Funding Period, such failure to pay shall constitute a Buyer Default Event.
9.12 The Buyer shall be entitled to reduce its Investment Obligation as provided in Clause 9.8 to the extent that it can establish that any amount relates to part of the Progect which becomes permanently impossible to build owing to:
(i) A Wamanty Claim:
(ii) a Compensation Event;
(iii) a change of law as provided in Clause 11.3 (b): of
(iv) a Force Majeure Event.
9.13 The payment of penalties under Clause 9.11 shall not release the Buyer from its Investment Obligation provided in Clause 9.8.

## 10 UNDERTAKINGS OF THE BUYER'S GUARANTOR

10.1 The Buyer's Guarantor hereby unconditionally guarantees towards the Seller the timely and full payment of all of the Buyer's obligations under this Agreement as primary debtor with the Buyer. The Buyer's Guarantor shall be liable irrespective of the lawfulness of the obligations undertaken by the Buyer in respect of any defaults related to the Buyer's corporate standing and authorisations. The Buyer's Guarantor provided pursuant to this Clause 10 shall expire on the twenty-seventh anniversary of the Transfer Date.
10.2 The Buyer's Guarantor waives the right to refuse puyment before the Seller has first requested such payment from the Buyer (enstasf dizisseos). Additionally, the Buyer's Guarantor waives to the benelit of the Selles the right to raise clams against the Buyer as long as there is th oustanding claim of the Seller. The Buyer's Guarantor waives to the benefit of the Seller the right of substitution to the Seller's security rights, unless the claims of the Seller arising out of this Agreement have been fully paid. The Buyer's Guarantor shall not be released from its obligations, even if the payment of the Seller's claims is impossible, for any reason, irrespective of whether the Seller is linble or not.
10.3 The Buyer's Guarantor shall not be released from its ohligations if the Seller, for any reason. waives its rights arising from the security rights gramed to it hereunder. The Buyer's Guarantor herewith irrevocably consents to any waiver by the Seller of its itt rem or personal
security rights it has or may have in the future. Any delay or negligence as to the undertaking or the continuation by the Seller of legal proceedings against the Buyer (articles 866-868 of the Civil ('ode) shall not release the Buyer's Guarantor.
10.4 Any acknowledgement by the Buyer of the Seller's claims under this Agreement. even a future claim, shall be binding on the Buyer's Guarantor.
10.5 The Buyer's Gtarantor herewith aceepts that it will continue to be bound following any amendment of any term of this Agreement concluded between the Buyer and the Seller.
10.6 Any bankruptey procedure or any other form of liquidation in Greece or abroad related to the Buyer that prevents the Buyer from fulfilling is obligations hereunder or settling its outstanding dehts towards the Seller shall not release the Buyer's Guarantor from its liability hereunder.
10.7 The Buyer's Guarantor hereby undertakes that for the period until the third anniversary of the Transfer Date its voting rights in the Buyer shall not fall below $33,34 \%$-]

## 11 UNDERTAKINGS OF THE HELLENIC REPUBLIC

11.1 The Hellenic Republic hereby undertakes to ensure the following events or conditions for the benefit of the Company:
(a) the Hellinikon Office shall be fully operational and with all the powers provided in Law $4062 / 2012$ from the Signing Date until the end of the Development Period;
(b) all Building Permits for the issuing of which a complete file has been submitted in accordance with the Integrated Development Plan shall be issued within the period provided by law. Any afministrative suspension or cancellation of a Building Permit caused by an act or omission of the Hellenic Republic after the date of issuance of a Building Permit or an issuance of a Building Permit pursuant to a deemed approval in accordance with the law which results: (i) in a loss to the Company, or (ii) an interruption of the construction of any building facility, infrastructure, installation and/or system for a period exceeding ninety ( 90 ) days, save for losses or delays caused due to relevant Court decisions or administrative acts which have been issued for reasons of non-compliance of the relevant Building Permits by the Buyer, the Company or any Affiliate thereof. shall constitute an Event of State Delay within the provisions of this Clause 11.1:
(c) water, gas and electricity supplies are available at the boundary of the Site in sufficient capacity and within sufficient time to allow the Company to comply with its construction and operation undertakings set out in the Integrated Developnent Plan;
(d) on discovery of any Antiquities on the Site, the archacological authorities shall respond in the manner and within the periods provided in Clause 9.7;
(e) insofar as the following is required hy generally applicable law and within the timeftame provided by stuch fegislation. to construct and operate within the Site public services and atilities at similar levels to those provided in adjacent mumicipalities to the Site:
that the open and public facilities and areas within the Site (including, among others, the Park. (as defined in Law 4062/2012), oher open areas, social or public buildings or services required, roads, utilities and relevant infrastructures) (the "Open and Public Areas and Facilities") shall be managed, operated and maintained by the special administrative entity established pursuant to Chuse 2.2(vi) (or by a third party appointed by public tender and remuncrated by such emtity) (the "Park and Open Areas Manager")
(i) During the period of development of the Park the Hellenic Republic undertakes that the specific service levels and quality requirements for the maintenance of the Open
and Public Areas and Facilitics (the "Public Service Ohligation") shall be agreed between the Company and the Hellenic Republie, including the content, scope and dutation of the obligations. These obligations will be specified taking into account all reasonatile compensable cost factors identified in relation to the Park in order to maintain the Park, to the extent possible, in its original as-built condition (which shall be documented at the time of completion).
(ii) The Hellenic Republic undertakes that the Park and Open Areas Manager shall have sufficient resourees and funding (among ohters from sources similar to other munticipalities within the Hellenic Republic) which is commensurate to the volume and level of facilities management and maintenance services required to manage, operate and maintain the Open and Public Areas and Facilities in accordance with the Public Service Obligation.
(iii) In the event that the Implementation Advisor (acting reasonably) concludes at the request of the Company that the Park and Open Areas Manager does not maintain the agreed Public Service Obligation, the Company will notify the Hellenic Republic in writing thereof and provide a reasonable cure period, which shall not be less than 45 days. If the Implementation Advisor (acting reasonably) concludes that the Hellenic Republic has lailed to remedy the default of the Park and Open Areas Manager within the cure period provided, the Hellenic Republic shall appoint a new Park and Open Areas Manager by public tender withio a reasonable time (which shall not in any event he less than the time provided by applicable EU Law and national law for the award of public coneessions). If the Hellenic Republic fails to appoint a new Park and Open Areas Manager within such time, the Company shall be entiticd on delivery of a written notice to step in and replace the Park and Open Areas Mamager with itsell or any other Affiliate, in which case the Company (or the Affiliate as the case may be) shall receive from the Hellenic Republic all the funding (including anong others finding from sources similar to other municipalities within the Hellenic Republic) which is appropriate for the maintenance of the Public Service Obligation (the "Park Payment"). Such Park Payment shall be provided in accordance with the criteria identified by the Count of Justice in the Altmark Case (C-280/00), and shall not exceed an amount necessary to cover the net costs of providiag the services based on and by reference to an analysis of the costs that a typical efficient undertaking would reasonably incur in carrying out the Public Service Obligation. The Implementation Advisor shall be responsible for ensuring that the level of Park Payment is commensurate and that any overcompensation is recovered by the Hellenic Republic,
11.2 The Buyer and/or the Company shall be compensated for the costs resulting from the delay to the Project caused by a breach of the Hellenic Republie's undertakings provided in Clause 11.1 (an "Event of State Delay") in accordance with Clause 11.4.
11.3 Subject to any EU Lav obligations, the Hellenic Republic hereby agrees to compensate the Buyer andfor the Company in accordance with Clause 11.4 on the occurrence of the following events (each a "State Liability Event"):
(a) an Event of State Delay:
(b) a change of law which:
(i) Amends Law 4062/2012: or
(ii) Increases the Company's environmental obligations (other than those imposed by EU (aw).
11.4 The Hellenic Republic's obligation to compensate the Buyer or the Company for a State Liability Event shall be limited to the reimbursement of the following costs and expenses:
(a) The cost of interest payments for the period of delay relating to the loan amount drawn down for the budgeted cost of the building or seetion of the Project which was delayed by the Event of State Delay. For the purposes of calculating such interest payments, the Buyer shall establish that the relevant loan amount had been drawn down and used for the particular building or secton of the Project. The claim for interest payments under this paragraph shat be limited to interest payable on a loan amount not exeeeding $75 \%$ of the total budgeted cost of the delayed building or section of the Project, to reflect the Debu/Sharcholders' Contribution ratio restrictions set out in Clause 9.1(ii) of this Agreement:
(b) any expenses or costs relating to the design, construction or commissioning of any part of the Project which are centified by the lmplementation Advisor to have reasonably occurred as a direct consequence of the State Liability Event and which would not have oceurred had the State Liability Event not taken places and
(c) any additional expenses relating to the financing and the insuring of the Project, which are certified by the Buyer's regular certified auditor to have reasonably occurred as a direct consequence of such a State Liability Event and which would not have occurred had the State Liability Event not taken place.
11.5 No State Liability Claim shall be brought against the Hellenic Republic nor shatl the Hellenic Republic be liable fo the Buyer or any other person for any State Liability Claim unkess:
(a) the Hellenic Republic shall have received from the Buyer written notice containing such details as may be reasomably available to the Buyer as to the nature and the estimated amount of the relevant State Liability Claim on or before the fifteenth anniversary of the Transfer Date, provided that, notwithstanding the foregoing the Busyer shall notify the Hellenic Republic in writing of any relevant State Liability Claim and of any claim or matter which gives or may give rise to a relevant State Liability Claim promptly after becoming aware of the same:
(b) the amount of the individual State Liability Claim exceeds one hundred thousand Euro ( $£ 100,000$ ): and
(c) the mininum total value of the State Liability Claims being made exceeds one per eent. ( $1 \%$ ) of the SAP. in which case only the exeess shall, subject to the other provisions of this Agreement, be payable
11.6 Subject to the provisions of Clause 11.8, the aggegate amount of the liability of the Hellenic Republic for all State Liability Claims shall not in any event exceed the amount of the SAP received by the Seller In the event that the Hellenic Republic's liability to the Buyer hereunder is greater than the amount of the SAP received by the Seller at the time of payment of the State Liability Claim. the Buyer shall be entited to set off the amount which exceeds the SAP received by the Seller at that time (without interest) against the Buyer's subsequent payment obligations to the Seller hereunder up a total limit of $100 \%$ of the SAP received by the Sciler.
11.7 The Hellenic Republic shall have no liability in respect of any State Lability Claim if and to the extent that:
(a) the matter or liability giving rise to the State Liability Claim arises wholly from, or, having arisen, is increased as a result of, a voluntary act, omissien or transaction carried out after the Transfer Date by the Buyer, any Buyer Group Company, the Company or any of its Affiliates (or their respective directors. employees, agents or suceessors in title):
(b) the act or omission or trinsaction is:
(i) required by any legislation or regulation of general application (other than the legislation referred to in Clanse 11.3(b)):
(ii)
pursuant to any contractual obligation of the Company entered into or existing at or prior to the Transfer Date.
(iii) at the written request of the Buyer, a Buyer Group Company, the Company or any of its Affiliates; or
(iv) the matter or liability giving rise to the State Liability Claim arises wholly from, or, laving arisen, is increased as a result of, any matter or thing either provided for or required by this Agreement or an act or omission of the Hellenic Republic, the Seller of the Company occurring at the request or with the prior written sonsent of the Buyer. a Buyer Group Company, the Company or any of its Affiliates after the date of this Agreement.
(c) any of the Buyer, the Company, any of its Affriates or the relevant Buyer Group Company has failed in its obligations to mitigate the effect of the State Liability Event:
11.8 The aggregate liability of the Seller and the Hellenic Republic uader this Agreement shall not exceed an amount equal to $100 \%$ of the SAP that has been received by the Selfer-
11.9 If so requested by the Buyer, the Hellenic Republic shall discuss in good faith with the Buyer the entry into a direct agreement in relation to this Agreement with the leaders on market standard terms acceptable to the Hellenic Republic at its sole discretion.
11.10 In the event that the Integrated Development Plan provides for deselopment or urbanisation zones, allowing for the building of research and development and or technological. business and office parks able to locate, amengst others, relevant agencies, authorities or departments of the Hellenic Republic, the Hellenic Republic undertakes in good faith to consider the possibility of renting suitable prenises on Site, should it decide in the future to relocate or house governmental agencies, authorities or deparments in new premises, subject to applicable law.
11.11 Subject to the provisions of this Agreement and subject to compliance by the Company with Law 40622012 (as in force from time to time) andior any other applicable taw or regulation (including EU Law) and for so longs that the Company holds the Rights in Rem, the Hellenie Republic confirms that the Company will be entitled to relocate any service or public intrastructure existing within the Site or crossing the Site which is provided for in the Integrated Development Plan at its own cost and expense provided that amy such relocation will not result in any unreasomable disruption of any public service or in a reduced capacity or quality of any service or existing public infrastructure of service within the Site.

## 12 DEFAULT AND TERMINATION

### 12.1 Buyer Default

(a) A "Buyer Default Event" is:
(i) any failure of the Buyer [and/or the Buyer's Guarantor] to fulfil any of its contractual obligations arising lereunder, or the breach of the Buyer's Warranties provided hereunder: or
(ii) the Buyer suffering an Insolvency Event.
(b) Subject to the conditions and provisions of this Clause, the Buyer hereby agrees to compensate the Seller from and against and in respect of all claims asserted against, resulting to, imposed upon or incurred by the Seller (whether such claims are by, against or relate to the Buyer or any other party, including a governmental body), directly or indirectly, by reason of or resslting from any misrepresentation or breach of any representation or warranty, or noncompliance with any conditions or other agreements of obligations, given or made or
underfaken by the Buyer in this Agreement or in any document furmished by or on behalf of the Buyer pursuant to this Agreement.
(c) The Seller may send a writnen notice seting out the nature of the Buyer Default Event or the consequences which demand remedy, in which it sets a period of a hundred and eighty (180) days for the cure of the said event or any damaging consequences arising thereunder (the "Cure Period"). After the lapse of the atoresaid Cure Perind, the Buyer shall be obliged to compensate the Seller and. if applicable, also the Company lor any loss or damage resulting from such Buyer Default Event. Such damages include (without limitation) the reduction in the value of the property of the Seller as well as loss of profit within the meaning of Section 298 of the Greek Civil Code.
(d) If the Buyer Defautt Eyent refers to the failure of the Buyer to fulfil any obligations arising under Clause 3 (S.AP and Eirn-out), the Seller is entited to forfeit any Bond in addition to all its other rights to damiges and compensation.
(e) The defaull interest due will be calculated in accordance with the provisions of Gireck Law,
(1) If the Buyer Default Event lasts more than six (6) months (including the Cure Period), the Seller is entitled to terminate this Agreement. Termination is effected following the service of a written motification to the Buyer with immediate effect, in which the Buyer Default Event shatl be described. In addition, the Seller is entitled to forfeit the corresponding Bonds(s) and to claim compensation for any loss or damage as defined hercin resulting from the Beyeer Default Event.
(g) If termination for Buyer Defuult Event is effected, the ownership rights of all Shares owsed by the Buyer in the Company are ipso jure (automatically) transferred to the Seller. Any pledges over the Shares granted to the Company's Lenders shall not be affeeted by the aforesaid automatic transfer of ownership.
(11) The remedies provided in this Clause 12.1 shall be cumulative and shall not preehode the assertion by the Buyer or Seller of any other rights or the seeking of any other remedies against the other or their respective stoccessors or assignees provided for by the law.
12.2 Termination by the Buyer relating to Compensation Events or Extensive Force Majeure

In addition to the Buyer's right to terminate this Agreement pursuant to Clause 6.17, the Buyer shall be entisled to terminate this Agreement:
(a) on the eccurrence of an Extensive Fores Majeure Event: or
(b) if a Compensation Event results in the permanent inability of the Buyer to develop more than $30 \%$ of the total Buildable Area in either the Former Airport and/or the Coastal Zone in the mamer provided in the administrative acts set out in Clause 2.2(iii) hereof. For the purposes of this Classe 12.2, "permanent" shall mean the inability to implement the respective part(s) of the Integrated Development Plan for a continuous period of seven (7) months,
12.3 If termination is effected by the Buyer pursuant to Clause 12.2. the ownership rights of all Shares are ipso jure (automatically) transferred to the Seller. The Seller shall reimburse to the Buyer the amount of the SAP equivalent to the value of the Shares returned to the Sellec, up to a maximum amount of the total SAP paid by the Buyer so the Seller by the date of termination, and no further compensation shall be paid. The value of the Shares returned to the Seller shall be determined by arbitration pursuant to Clause 21. Any pledges over the Shares qranted to Lenders shall not be affected by the aforesaid automatic transfer of ownership.
12.4 Termination of this Agreement (howsoever caused) shall neither prejudice nor affect the right and entitlement of any Party to recower any and all monies dae to stuch Party in respect of the
period prior to the termination date nor any other rights or clatims accrued prior to such date; and any limitations or exclusions of liability contained in this Agreement shall survive anty termination (howsoever caused) of this Agreement.

## 13 FORCE MA.JEURE

13.1 Any events or incidents which are beyond the control or influence of the Parties or the Hellenic Republic and which could not have been expected or prevented even if such parties had exercised particular prodence, and which have an adverse effect either on the implementation of the Integrated Development Plan or on the performance of any other obligations arisitg hereunder shall constitute a "Force Majeure" and the relevant event. a "Force Majeure Event".
13.2 The Buyer agrees to mainain adequate construction all risks insurance throughout the Development Period to cover the full replacement value of all buildings and installations constructed on the Site.
13.3 If the Fund, the Hellenic Republic or the Buyer has been prevented or delayed from performing any of is obligations under this Agreement by a Force Majeure Event (the "Affected Party"), it will give written notice (a "Force Majeure Notice") to the other Party as soon as reasonably practicable, but in any event no later than five (5) days after becoming aware of the occurrence of the Force Majeure Event. The Force Majeure Notice will specify the circumstances constituting the Force Majeure Event, its estimated duration and consequences (to the extent they are reasonably asceriaimable) and the Affected Party's obligations, the performance of which is delayed or prevented by the Force Majeure Eveat.
13.4 If the recipient of the Force Majeure Natice disputes its validity. it will give written notice of dispute (a "Force Majeure Dispute Notice") to the other Party within seven (7) days of eceipt of the Force Majeure Notice, stating the grounds on which the occurrence and/or consequences of the Force Majeure Eivent are disputed.
13.5 If neither the Force Majeure Notice nor the Force Majeure Dispute Notice are withdrawn within seven (7) days from the date of receipt of the Foree Majeure Dispute Notice, the Fund or the Buyer hate the right to refer the dispute to arbitration pursaint to Clause 21.
13.6 If the Force Majeure Notice is not contested and as soon as it will be practically possible, the Fund and the Buyer (and the Hellenic Republic if it is the Affected Party) will meet to discuss the Force Majeure Event and its consequences and, to the extent then possible, to determine the most effective way of proceeding using their best endeavours to minimize the adverse effects of the Force Majeure Event.
13.7 In case that it cannot be immediately determined whether the Force Majcure Event will become an Extensive Force Majeure Event, the Affected Party will proceed to every reasonable action in order to continue the Project with the use of insurance compensations, if such compensations exist.
13.8 The Buyer will bear the financial consequences of the above Force Majeure Event up to the amount payable under the insurance contracts, ineluding any deductibles provided for therein. Additionally, and provided that the Force Majeure Event affeets the Imegrated Development Plan implementation, the Buyer will be entitled to an extension of the affected time-limit and its Investment Obligations under Clause 9.8 for a period equal to the duration of the Force Majeure Evem. The Buyer shall bear the financial consequences of any Force Majeure Event that has not been insured provided that the Buyer was obliged to conclude such insurance in favour of any relevant Buyer Group Company.
13.9 For the parposes of this Agreement, "Extensive Force Majeure Event" means a Force Majeure Event which results in the permanent inability to develop more than $30 \%$ of the total Buildable Area of either the Former Airport and/or the Coastal Zone in the mamer provided
in the administrative acts set out in Clatse 2.2 (iii) hereof. For the purposes of this Clause 13.9. "permanent" shall mean the inability to implement the respective part(s) of the Integrated Development Plan for a continuous period of seven (7) months. On the occurrence of an Extensive Force Majeure Evem, the Parties, within ten (10) days from the expiry of the seven-month period, will meet in order to decide to what extent, depending on the consequeaces of the Extensive Force Majeure Event until that point of time and their views regarding the foreseeable consequences, they can agree with respect to additional measures for dealing with the Extensive Force Majeure Event and the continuation of this Agreement. If the Parties do not reach an agreement within thirty (30) days from the end of the period in question or from the end of any kinger period that they may agree between them, either Party will be entitled to terminate this Agreement pursuant to Clause 12:2. The provisions of Clause 12.3 shall apply to such ternimation.

## 14 ASSIGNMENT OF RIGHTS

14.1 Subject to Clause 14.2, any rights and obligations of the Buyer, arising hereunder, may not be assigned to a third party without the prior written consent of the Seller, such consent not to be unreasonably withheld or delayed, unless explicitly stipulated othervise herein.
14.2 The Buyer may charge andor assign the beacfit of this Agreement to any Eligible Bank acting as a Liender by way of security for the purposes of the financing of the implementation of the Project pursuant to the Integrated Development Plan, subject to the following restrictions (a) it shall notify the Sefler in writing within 10 Business Days after any such assignment, with details of the assignee; (b) the obligations and liabilities of the Seller and the Hellenic Republic under this Agreement following such assignment shall be no greater tham they would have been had such assignment not accurred; and (c) the Buyer shall reimburse to each of the Seller and the Hellenic Republic all reasonable costs and expenses to the exaent incured as a result of such assignment.
14.3 The Company may establish Subsidiaries for the purposes of carrying on any business or activity set out in the Integrated Development Plan or otherwise for the purposes of completing the Pigiect.

## 15 IMPLEMENTATION ADVISOR

15.1 Within (90) days from the Transfer Date and subject to the prior written consent af the Company, the Fund shall appoint an entily with expertise in the area of the real estate development as the Implementation Advisor for certifying the implementation of the Integrated Development Plan and the granting of any consents to deviation from the Integrated development Plan or Business Plan pursuant to Clause 9. The Company shall be deemed to have given its consent unless it has communicated specific grounds of refusal to the Seller within 20 Business Days atter receipt of a written notice from the Seller that it wishes to appoint the Implementation Advisor.
15.2 The Implementation Advisar shall establish such procedures and maty require the Parties to provide to it such information as it shall think appropriare and necessary for tis task.
15.3 The fmplementation Advisor shall be entitfed to obtain at its own expense such independent professional and/or technical advice, as it may reasonably require, to emable it to carry out its task.
15.4 The Implementation Advisor shall render its opinion in writing to each Parry, together with the reasons for arriving at such opinion within thirty (30) calendar days post the end of each calendar quarter.
15.5. If the Implementation Advisor fails to render its opinion within thiry (30) days (or any other period agreed by the Parties at that time) after the deadline set to it by the Parties, then, at the
request of any Party, a new Implementation Advisor shall be appointed by the Fund and the appointment of the previous Implementation Advisor shall cease.
15.6 The costs, fees and expenses of the Implementation Advisor shall be borne by the Seller.
15.7. Each Party may appoint a $3-5$ member Committee which will follow up all activities of the Implementation Advisor. The Buyer hereby uodertakes the obligation to ensure that the said Committee appointed by the Seller as well as the Implementation Advisor shall have aceess to the Company's books and records for the whole dueation of the present Agreemem.

## 16. INFORMATION RIGHTS

16.1 From the Transfer Date and for as long as the Seller retains an Earn-out Right, the Buyer shall procure that the Company provides to the Fund the following information and any other information which is reasonably requested:
(a) Unaudited quarterly and audited amnual financial statements of the Company (and any Subsidiary of the Company) prepared in accordance with International Financial Reporting Standards within 60 and 90 days (respectively) of the end of each period respectively. The annual statements will be audited by qualified accounting firms with international reputation.
16.2 The Seller shall be entitled to appoint it qualified auditing firm to mandertake its own independent audit on reasonable notice. The Buyer shall procure that such auditors have access to the Company's hooks and accounting records in order to perform such audit
16.3 The Seller shall be entited to share information received from the Company with any organ or service of the Hellenic Republic involved in any way in the implementation of the Integrated Development Plan, which mdertake equivalent confidentiality obligations, or with bona fide third parties upon their signing of a contidentiality agreement with the Fund.
16.4 The Buyer hereby acknowledges that the foregoing information rights are of eritical importance for safeguarding the Earn-out Right of the Seller.

## 17 NOTICES

17.1 Any notice to be given by one party to the other under this Agreement shall be writen in the English and/or Gireck language and shall be delivered by hand to the party in question or sent to such party by recorded delivery or registered letter, courier or facsimile addressed to that party as follows:

## (i) If to the Fund:

To: the Managing Director
Address: I. Kolokotroni and Stadiou Street, 10562 Athens. Greece
Fax: 2103274448
(ii) If to the Buyer:

Ta: the Directors
Address: 5 Jean Monnet sitr., L-2180 Luxembourg
Fax: +352270461700
(iii) If to the Buyer's Guarantor

Fo: the CEO<br>Address: 37a Kifissias Avenue (Golden Hall). 15123 Maroussi. Greece

Fax: 2107450645

## (iv) If to the Hellenic Republic:

To. $\qquad$
Address: $\qquad$
Fax: $\qquad$ ...
or to such other address or facsimile transmission number as the relevant addressee may hereafter substitute by written notice.
17.2 All notices delivered as in this Clause shall be effective when received at the recipient's address or facsimile transmission number as aforesaid, provided that where, in the case of hand defivery or facsimile transmission, such delivery or transmission occurs after five (5) p.m. (recipient's local time) on a Business Day, imespective of the time of delivery or transmission or on a day which is not a Business Day, service shall be deemed to occur at mine ( ${ }^{9}$ ) a.m. on the next following Business Day.
17.3 Any notice given by facsimile transmission (but excluding any routine nominations, notices and communications) shall be subsequently confirmed by lefter sent by recorded delivery. registered letter, courier or hand, but without prefudice to the validity of the original notices seceived

## I8 TAXES

The Seller confirms that the sale and transfer of the Sale Shares from the Seller to the Buyer executed pursuant to this Agreement is exempt from sate, capital gaims or any other Tax on the transaction, pursuant to Article 2 para. 11 of Law 3986 . 2011.

19 MISCELLANEOUS
19.1 No waiver by any party of any default by the other in the performance of any of the provisions of this Agreement shall operate or be constued as a waiver of any other or further defauls, whether of a like or different character: no waiver by any party of any provision of this Agreement shall be binding unless made in writing and no failure or delay by any party in exercising any right under this Agreement shall operate as a waiver thereof.
19.2 This Agrecment may not be amended, supplemented, or otherwise modiffed except with the written agreement of all parties.
19.3 Nothing in this Agreement shall create or shall be deemed to create any partnership befween the parties nor. save as expressly set out herein, make any party the agent of another party for any purpose.
19.4 The rights and remedies provided in this Agreement are cumulative and not exclasive of any rights and remedies provided by law.
19.5 If any of the provisions of this Agreement should be or become tonally or partally void or ineflective for any reason:
(a) the validity of the other provisions of this Agreement shall not be affected:
(b) if any Party shall by notice to the others so require. the Parties shall use reasonable efforts to agree on a mutually satisfactory, valid and of a compulsive nature provision, having as nearly as possible the same commercial effect as the ineffective provision, to substitute the void or meffective provision:
(c) if within thirty (30) days after soch notice the Parties cannot so agree, any Party may requite that there shall be determined by arbitration the terms of a new provision which achieses as nearly as possible the same conmercial effect as the veid or ineffective provision, or (if it is not legally and practically possible to determine at new provision) whether it is appropriate (taking account of the nature and the parpose of the void or ineffective provision, all relevant circumstances. faimess and the legitimate interests of each Party) to make any other amendment to this Agreentent
19.6 In the event of any inconsistency between the provisions of this Agreement and the Articles of Association, this Agreement shall prevail and the Articles shall, to the extent permitted by law, be amended in order to remove the said inconsistency.
19.7 This Agreement and the Schedules attached hereto and any ohther documents delivered or to be delivered pursuant to this Agreement constitute an integral part thereof and contain or will contain the entire Agreement between the Parties with respect to the Transaction contemplated berein and shail supersede all previous oral and written negotiations commitments and understandings, including the Invitation for the Expression of lnterest and the RIP.
19.8 The Schedules to this Agreement are incorpotated as an integral part of this Agreement
19.9 The main rext of this Agreement shall take precedence over the Sehedules in case of any discrepancy
19.10 No Party has relied upon any representation or wartanty other than any expressly contained in this Agrecment.
19.11 The main text and the Schedules of the present Agreement have been dratted in three (3) original copies in the Greek language and in three (3) copies in the English Language. In case of diserepancy, the Greek originals prevail.
19.12 The term of the present Agreement shall be 99 years.

## 20 EXPERT ASSESSMENT

20.1 In the event that the Buyer or the Company is of the opinion that it is entitled to make a claim against the Seller relating to a Warranty Claim or Compensation Event respectively and as soon as the Buyer or Company (as appropriate) is reasonably in a position to apprectiate the impact thereof, if any, and. in each case not later than ninety (90) dass of the occurrence of the Warranty Claim or Compensation Event, the Buyer shall, without undue delay, give notice in writing to the Seller of its imtention to have commenced a process to have the financial repercussions appraised in accordance with this Clause 20 (the -Notice of Commencement of Expert Process"). If the claim is made by or on behalf of the Company, the ensuing references in this Clause 20 to "Buyer" and "Buyer's Exper" shall be applied to the Company and the Expert appointed on its behalf.
20.2 The Notice of Commencement of Expert Process shall specify in reasonable detail the nature of the Warranty Claim or Compensation Event and shall mominate an exper that is an accredited individual lawfully practising as a chartered appraiser or surveyor in Greece or ant other European Union Member State (the "Expert") fo act as the Buyer's expert in connection with the process under this Clause 20 (the "Buyer's Expert")
20.3 Within not more than ten (10) days following receipt of the Notice of Commencement of Expert Process, the Seller shall give notice in writing to the Buyer, whereby it shall designate an Expert to act as the Seller's Expert (the "Seller's Expert"). If the Seller fails to designate the Seller's Expen within the said ten-day period, then the Buyer shall be entitled, and is hereby irrevocably authorized. to designate the Seller's Expert. by notice in writing to the Seller. provided that the Seller's Expert shall not be an individual affitiated with the Buyer's Expert and shatl not be prevented from any conflict of duty or interest in acting as the Seller's Expert.
20.4 The Buyer's Expert and the Sefler's Expert shall, within a period of twenty (20) days following their appointment, each compile separately a valuation report (each an "Expert Report") assessing the amount properly payable to the Buyer pursuant to the Warranty Claim or to the company arising from the Compensation Event (the "Assessed Loss") and accompanied by reasoning and explanatory comments, to the extent required in the Experts? discretion Each Expert shall take into accoum in reaching its decision the obligation of the Buyer or Company to mitigate its loss in good faith wherever possible, including by the reasonable relocation of buildings and facilities.
20.5 In the event that:
(a) the Assessed Loss deriving from one Expert Report and the Assessed Loss deriving from the other Expert Report deviate from each other by ten per cent. ( $10 \%$ ) or less (by reference to the Assessed Loss that is numerically bigher), then the delinitive Assessed Lass for purposes of this Clause 20 (the "Defmitive Assessed Loss") shall be equal to the average Assessed Loss derived from both Expert Reports; and
(b) in the event that the Assessed Loss deriving from one Expert Repont and the Assessed Lass deriving from the other Expert Report deviate from each other by more than Ten per ceat. ( $10 \%$ ) (by reference to the Assessed Loss that is numerically higher), then the assessment of the Definitive Assessed Loss shall be referred for determination in accondance with Clause 20.6 below.
20.6 In the ease of paragraph (6) of Clanse 20.5, within twenty ( 20 ) days as of release of the Expert Reports, the Buyer's Expery and the Seller's Expert shall jointly agree on the appointment of an independent expert to act as umpire (the "Umpire"), If the Buyer's Expert and the Seller's Expert are unable to eeach agreement on the appointment of the Umpire within the ssid twenty-day period, the President of the Athens Chamber of Commerce and Industry shall designate a suitably-qualified Umpire.
(a) The Umpire shall, within a period of twenty (20) days following its appointment, compile a valuation report (the "Umpire Report"), determining the Assessed Loss and accompanied by reasoning and explanatory comments. The Umpire may base the Uimpire Repont on information deriving from the Notice of Commencement of Expen Process and the Expen Reports. In this case, the Detinitive Assessed Loss shall be equal to the average of the Assessed Loss of all three (3) reports, i.e. both Expert Reports and the Umpire Report.
(b) The Parties agree that the Experts' and, if applicable, the Umpire's assessment of the Definitive Assessed Loss in accordance with the foregoing shall not be binding upon them and in the event of contimeing dispute the mater will be resolved by arbitration pursuant to Clause 21. However, the Buyer shall be entitled to suspend payment up to an amount equal to the Definitive Assessed Loss until such time as the award of the Tribunal is issued pursuant to Clause 21 hereof. For the avoidance of doubt, if the Parties accept the Definitive Assessed Loss and agree not to refer the matter to abbitration, the Buyer shall be entitled to set off the Definitive Assessed Loss directly against its payment obligations hereunder.

## GOVERNING LAW - RESOLUTION OF DISPUTES - ARBITRATION

For the purposes of this Clause, the Parties and the Hellenic Republic shall all be included within the defintion of "Arbitration Party".
21.1 This Agreement shall be governed by and construed in accordance with Gieek law,
21.2 Any dispute, controversy or claim arising out of, or in connection with the provisions of the present Agreement. including any question regarding the existence, validity, interpretation. breach or termination of any of them and any non-contractual obligations arising out of or in connection with any of them (a "Dispute"), shall he finally and exclusively resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) as in force at the date of the submission of the request for arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this Agreement.
21.3 The arbitral tribumal (the "Tribunal") shall consist of thiree (3) arbitrators, 10 be appointed in accordance with the Rutes. An Arbitration Party wishing to have recourse to abitration shall address its request to the Secretariat of the ICC (the "Request"), which shall notify both the Claimant and the Respondent of the receipt of the Request and of the date thereof. Such Request should include, inter alia, the following information:
(a) the name in full, description and address of each of the Abbiteation Parties:
(b) a description of the nature and circumstances of the dispute giving rise to the claim(s):
(c) a statement of the reliet sought, including to the extent possible, an indication of amy amount(s) claimed;
(d) the relevant agreements and the arbitration clause:
(c) all relevaint particulars concerning the number of arbitrators and their choice in accordance with the provisions of articles 8.9 and 10 of the Rules and any nomination of an arbitrator required thereby.
21.4 Should a vacancy arise because any arhitrator dies, resigns, refuses to act or becomes incapable of performing lis functions, the vacancy shall be filled by the method by which the arbitrator was originally appointed. When a vacancy is filled, the newly established Tribunal shatl have sole discretion to determine whether any hearings shall be repeated, save that if the chaiman is replaced, any hearings previously held shall be repeated. The present Clause is a substitution of arricle 15(4) and 15(5) of the Rules:
21.5 The seat of the arbitration shall be in Athens, Girecec. The language of the arbitration shall be English:
21.6 The Tribunat shall base the award on Greek law.
21.7 Any award of the Tribunal shall be made in writing and shall be final and binding on the Arbitration Parties. The Arbitration Parties undertake to carry out the award withou delay.
21.8 Every award shall be binding on the Arbitration Parties, By submitting the dispute to arbitration under the Rules, the Arbitration Parties undertake to camy out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.
21.9 Buyer's Serviee Agent. The Buyer hereby appoints Dimitrios Zontanos son of Panagiotis and Katima, resident of Amarousion- Attica, 37a, Kifisias Avenue as its agent for service of process in Greece.

## EXECUTION PAGE

IN WITNESS WHEREOF, the Pantes fiave signed this Agreemem as of the date first above writen.


THE BUYER


THE HELLENIC REPUBLIC
$\qquad$
[THE BUYER'S GUARANTOR

[^2]
## SCHEDULE IA <br> FORM OF FIRST INSTALMENT BOND

BANK................<br>HEADQUARTERS .........<br>DEPARTMENT OF LEITERS OF GUARANTEE<br>To:<br>HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the "HRADF")<br>I Kolokotroni \& Stadiou St.<br>GR-10562. Athens, Greece

In Athens, the

## LETTER OF GUARANTEE OF FIRST DEMAND NO

Dear Sirs.
We fave the honour to inform you that we hereby guarantee unconditionally and isrevecably, waiving the benefit of disision and discossion as well as any other objection. including the non-personal objections and those deriving from articles 852-855, 862-864 and 866-869 of the Greek Civil Code, in favour of the company ". $\qquad$ ." (the "Company"), up to the amount of $€ 30,090,000$ (in words: thirty million Euro) and we are severally responsible towards you as principal obligors and our guarantee is limited only to the above amount for the good perfomance by the aforementioned Company of its obligation to pay the First Instalment under the Share Sale and Purchase Agreement concluded on or about the date hereof between, inter olia, the Company and HRADF tor the purchase of the shares of a company under the comporate name (in Greek) "EAAHNIKO - ETAIPEIA AIAXEIPLLHE KAI AEIOHOHHZHL AKINHTSN EAAHNIKOY AEPOAPOMIOY ANQNYMH ETAIPEIA" (the "Agreement").
Capitalised terms used in this letter shatl, uniess otherwise prosided herein, have the meaning altributed to them in the Agreement.
It is elarified that the present document is salid only For the good performance of the Company, in favour of which we guarantee in connection with the implementation of the abovenentioned Agrement, and its contractual obligations arising thereunder to pay the First Instaiment on or before the Transfer Date.
The above amount remains at your disposal and will be paid to you in full or in part without any objection from our part and without examining the grounds of your request. within three (3) days following the seceipt of your writen notification stating that you call in part or the totality of the guaranteed amount. No authorisation, act or consent from the Company shall be required for such payment to be made and any reservations, objections, pleas or recourse by the Company to arbirration or the courls on any grounds, including requests for non-forfeiture and non-payment of this letter of guarantee or about it being placed in judicial sequestration shall not be taken into wecount.
We further declare that our present guarantee shall remain in full force and effect until [ 0 ] the minimum tenor of this Bond shall he tio years] and this letter of guarantee will be returned to us together with a writen declaration from you releasing us from the present guarantee. The Bank acknowledges that it may be necessary to further extend the validity of this letter of guarantee for any time period that may be agreed between the HRADF and the Company. Such extension shall take place upon a written request notified to the Bank either by the HRADF or the Company before the expiry of this letter of guarante.

We undertake to notify you no less than three months prior to the expiry of this letter of guarantee in the event that se do not intend to renesv the same on its expiry for an equal period and on equivalent terms.

Please note that the provision of the letter of guaratee issued by our Bank is not subject to any limitation of amount imposed by any Mimisterial Decisions for we dectare that there is no violation of the provisions fer the issuance of letters of guarantee by our Bank),

Yours faiihfully.

## SCHEDULE IR

## SPECIMEN OF DEFERRED PAYMENT BOND

BANK...............<br>HEADOUARTERS<br>$\qquad$<br>DEPARTMENT OF LETTERS OF GUARANTEE<br>To:<br>HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. the "HRADF")<br>1 Kolokotroni \& Stadiou St.

GR-10562, Athens, Greece
In Athens, the

## LFTTER OF GUARANTEE OF FIRST DEMAND NO

Dear Sirs.
We have the honour to inform you that we hereby guarantee uncenditionally and irrevocably, waiving the benefit of division and discussion as well as any other objection, including the non-personal objections and those deriving from articles 852-855, 862-864 and 866-869 of the Greek Civil Code in favour of the company *. $\qquad$ "(the "Company"), up to the amount of $€|\oplus|$ (in words:
[| Euro) and we are severally responsible towards you as principal obligors and our guarantee is limited only to the above amount for the payment by the Company of the Deferred Price in accordance with Clause 3.1 of the Share Sale and Purchase Agreement concluded on $|0|$ between, inter ulks. the Company and ARADF for the purchase of ......... shares of the company under the corporate name (in Greek) "EAAHNIKO - ETAIPEFA AIAXEIPISHL KAI AEIOMOIHEHZ AKINHTRN EAAHNIKOY AEPOAPOMIOY ANS2NYMH ETAIPEIA" (the "Agreement"). We will be released from the guarantee by return of the present document or on the basis of a written notification addressed to us by HRADF,
Capitalised terms used in this fetter shall, unless othenvise provided herein. have the meaning attributed to them in the Agreement.
It is clarified that the present document is valid only for the good performanee of the Company in connection with the payment of the Deferred Price as set out in Clause 3.1 of the abovementioned Agreemtent.
The above amount remains at your disposal and will be poid to you in full or in part without any objection fron our part and without examining the grounds of your request, within three (3) days following the receips of your written notification stating that you call in certain part or the total of the guaranteed amount, No authorisation, act or consent from the Company shall be required for such payment to be made and any reservations, objections, pleas or recourse by the Company to arbitration or the courts on any grounds, including requests for non-forfciture and non-payment of this bond or about it being placed in judicial sequestration shall not be taken into account.
We further declare that our present guarantee shall remain in full force and effect until [ $\bullet$ ] [he minmmun tenor of this Bond sholl he fon lears of Transfor Dote] and this letter of guarantee will be returned to us together with a written declaration from you releasing us from the present guarantee.
We undertake to notify you no less than three months prior to the expiry of this letter of guarantee in the event that we do not intend to renew the same on its expiry for an equal period and on equivalent terms.

Please note that the provision of the letter of guarantee issued by our Bank is not subject to any limitation of amount imposed by any Ministerial Decisions for we declare that there is no violation of the provisions for the issuance of letters of guarantee by our Bank).
Yours faithfully,

## SCHEDULE 2

## SELILER'S REPRESENTATIONS

(1) All representations provided in this Schedule 2 are subject to and conditional upon the matters disclosed in the Disclosure Schedute.
(2) The matters disclosed in the VDR are true copies of the relevant documents.
(3) The Company is a socicte anonyme duly incorporated under Greeh Law 3943/2011 (published in Govermment's Gazette Bulletin No 66A/31-3-2011). The fully paid-up capital of the Company amounts to three million eight hundred thousind Euro $(€ 3,800,000)$ phlus the amman of capital which will ressit from the copisal increctse corresponding to the tramsfer of the rights in rem by the Fund to the Company and is divided into 38.000 registered shares ophas the mamher of shares which will resull from the copmal increase correspmating to the trunsfor of the righs in rem by the Fond to the Company asd which are also part of the tronsaction) of nomimal value of one bundred Euro ( E 100 ) each. The Company has the corporate name (in Greek) "EAAHNIXO - ETAIPEIA AIAXEIPILHIL KAI AEIOHIOHIH2 AKINHTRN EMAHNIKOY AEPOAPOMIOY ANSNYMH ELAIPEIA" and the business title "Hellinikon S.A.", with registration number (IEMH) |15936901000 of the General Commercial Registry, with tax registration number EL. 997674736 of the tax office of FAE Athens
(4) The Fund is the sole and undisputed pwner and possessor of $100 \%$ of the Sale Shares, manely of thirty-eight thousand $(38,000)$ registered shares (plus the number of shares which will result from the capital increase corresponding to the transfer of the rights in rem by the Fund to the Company and which are also part of the transaction) in the Company.
(5) The Sale Shares represent $100 \%$ of the total number of issued shares and votimg rights of the Company and the Sale Shares are free of any charge. lien, pledge, option, claim, attachment or assessment of any kind, nature or description and in general of any real or legal defeet and of any and all rights of thiod parties of any kind, nature and description.
(6) The Fund has full power and authority to enter into this Agreement and the other documents so be executed in commection with it, all of which constitute (or will, when executed, constitute) legal and valid binding obligatoms on the Fund enforceable in accordance with their respective teems.
(7) There are no issued options, warrants, rights (incleding contersion or preemptive rights) or agreements for the purchase or acquisition by any person (including the Company) of any shares in the capital or any securities convertible into or uttimately exchangeable or evercisable for any shares in the capital of the Company. Apart from any exeeptions noted herein or in the Disclosure Schedule, no issued stares of the Company's share capital are subject to any rights of first refusal or other rights to purchase such shares (whether in favor of the Company or any other person), parsuant to any agreement or commitment of. or relating to the Company.

No order has been made or petition presented or resolution passed for the winding up. administration or bankruptey of the Company, no receiver or administrator or administrative receiver has been appointed or could lawfully be appointed by any person on the Company's business or assets or any part thereof: the Company is not insolvent and has not stopped payment and is ner unable to pay its debts.

Other than as disctosed in the Financial Statements, the Company does not own or control directly or indireetly any interest in any abler cooperation, partnership, joint venture. association or other entity and does not have any subsidiaries or is the registered holder or beneficial owner of any share or loan capital in any company.
(10) All share certificates representing the Sale Shares have been validly issued and duly signed and their nominal value is fully paid up. Furthermore the Sale Shares are neither listed on the Athens Stock Exchange nor in any other stock exchange.
(11) Other than this Agrement, there are no preference, option, watrant, conversion. subscription or other rights, agreements, contracts or commitments obligating the Fund and/or the Company to isste or sell any shares or its capital stock or any securities convertible into or exchangeable for any such shares, or to redeem any shares which are issued and no authorization therefore has been given.
(12) The Company is lawfully operating and has not been nolified or sued for violating any law. decree, regulation or governmental decision, which could jeopardize its legal status and/or operating licenses of the Company and its ability to carry out its business as carried on at the date of this Agreement and to operate its facilities in generat.
(13) All the certificates issued by the Greek authorities to or in retation to the Company have been validly issued and ane in full foree.
(14) All obligatory accoumting books and records of the Company, as provided for by the Code of Books and Records, have at all times been fully informed and mainiained by the Company, as of its incorporation, according to and in futl compliance with the requirements of Greek legislation and aecounting rules. The Fund hereby confirms to the Buyer that, beyond the said accounting books and records, no other accounting books or records of the Company existed or exist today. In addition, there are no claims, debts or other obligations which should have been recorded in the accounting books and records of the Company and which have not been so recorded in full compliance with the requirements of Greek legisfation and accounting rules.
(15) The Company has no other debts or obligations to the Fund, or to employees or members of its Board of Directors, nor has it issued any protested or outstanding bills of exchange, cheques. drafts, negotiable instruments, guarantees etc. in particular, no debts, loans or other obligations of any sort are outstanding or will become payable in the future.
(16) The Company has not entered into any employment or other contracts with the members of its Board of Directors, its officers and its employees in general, which do not comply with any and all requirements of any applicable collective bargaining agreement. On the date of execution of this Agreement no notification has been received concerning oustanding, known or threatened obligations of the Company to the above persons, exception being made for statutory acerued rights of the employees for the payment of severance, if and when the employment of any one of them is terminated or the employee retires. Other than the pension schemes provided for by law, the Company has not entered into any kind of pension scheme arrangements or agrecments with its employees and all social security contributions payable by the Company for its employees till the date of execution of this Agreement have heen paid in full and in a timely manter.
(17) Attached hereto as Appendix I of this Schedule are true and complete copies of the audited Fimancial statements of the Company dated 31.12 .2013 (collectively, the "Financial Statements"). The Financial Statements have been prepared from the books and records of the Company in accordance with International Financial Reporting Standards, have been audited and approved by the Annual General Meeting in accordance with Greek corporate leyislation and present fairly in all material respects the finarcial position and the results of operations of the Company as of the dates thereof and for the periods then ended.
(18) The Fund has provided to the Buyer an unaudited balance ("isozygio") signed by the Company's Chief Aecountant representing the Debit-Credit entrics as they appear in the Company's accounting books on 30.09 .2014 as wefl as the amounts of the pending obligations of the Company to suppliers dated 30.9 .2014 .
(19) "Cash" means; any credit balances on any deposit, current or savings accounts: cash in hand immediately available: and investments in marketable securities and short-tem investments (including any time deposits with a maturity exceeding three (3) months and less than twelve (12) months).
(20) The Company's Financial Debt at the date of signing of this Agreement amounts to zero. It is explicitly clarified that working capital items, incfuding pending invoices issued by Company's suppliers, sub-contractors, every day running costs of the business and the personnel salaries, are not included in the above amount and the below definition.
(21) "Financial Debt" means all borrowings and other indebtedness by way of overdraft, acceptance credit or similar facilitics, loan stocks, bonds, debentures, notes, debt or inventory financing, finance leases or sale and lease back arrangements or any other arrangements the purpose of which is to borrow money, together with forex, interest rate or other swaps, hedging obligations, bills of exchange, recourse obligations on factored debts and obligations under other derivative instruments.
(22) The Company's rights concerning the development of the Site are free from any charge. right, attachunent, option of claim of any kind or mature whatsoever. All movable assets of the Company, ittellectual property and industrial property rights of the Company (together called the "Assets") are free from any change. right, attachment, option or claim of any kiad or nature whatsoever.
(23) The Company is not involved in any litigation, arbitration or court proceedings, in general, efther as a plaintiff or as a defendant, and, to the best of the Selfer's knowledge, the Company has not received any written notice as at the date of this Agreement of any claims, actions, (whether criminal or civil). litigations, mediation, arbitration, prosecution or other legal proceedings against the Company and/or in relation to the Site and which could result to the payment of any compensation and/or any indemnilication by the Company with the exception of:
a. the litigations, arbitrations, procedures included in the Disclosure Schedule.
b. the below Statements of Opposition against issued orders for payment and evierion:

1. Statement of opposition of the eompany -loannis Mparzis and SIA O.E" Filed in the Athens Court of First lnstance against Order for Eviction and payment no. 14902/2014, for the sum of 161.172.77.00f the hearing for which will be hetd on 15.5 .2015 .
ii. Statement of opposition of Mr. Loukas Basilias filed in the Athens Court of First Instance against Order for Evierion and Payment no. 14903/2014 for the sam of 50.186 .80 .00 the hearing for which will be held on 29.5.2015
c. the legal actions listed in Annex 6 and lodged by the Company against boat owners in the Marina of Agios Kosmas For dae berthisge fees
(24) The soil sample analyses disclosed in the VDR corstitute a representative sample of the extent, quality, degree and relevant substances within the soil and subsoil on the Site,
(25) According to Art. 7 para, la of Law 40622012 (as in Force) the Company has the right to use, control, manage and utilise the seashore and the beach included in the areas of EAKN of Agios Kosmas and the former Olympic Sailing Center (Marina) of Agios Kosmas (in Greek


The Company shatl have all the rights to enter into a concession process provided in Art. 4 of Law $4062 / 2012$, as in force.
(27) Save in respect of tax atecounting periods commencing after the date of execution of the present Agreement, the Company has not been notified of any outstanding liability in respeet of taxation (whether actual or contingent) and. in particular, has not heen notified of any outstanding liability for:
i. taxation in any part of the world assessable or payable by reference to profits, gains. income or distributions eamed, received or paid or arising or deemed to arise on or ar any time after the date of the last tax audit and prior to the date of execution of this Agreement: or
ii. purchase, value added, sales or other similar tax in any part of the world.
(28) The Company has made or caused to be made all proper returns required to be made, and has supplied or caused to be supplied all information required to be supplied, to any tax anthority. There is no dispute or disagreement outstanding nor is any comtemplated by the Company at the date of this Agreement with any tax authority regarding liability to any tax fincluding in each case penalties or interest) recoverable by the Company or regarding the availability of any relief from tax to the Company, including any fiability to pay stamp duty, value added tax. customs or other duties, or any unfulfilled fiability to make and account for other deductions or withholdings.
(29) To the best of the Seller's knowledge and belief the Company has not been notified or sued for the infringement of any provisions, act, order or regulation related to anti-restrictive trade practices, unfair competition, competition or consumer protection law and there exists no agreement or practice carried on by the Company. or to which the Company is a party which:
i. infringes consumer protection or unfair competition law;
ii. has been the subject of an enquiry or imestigation conducted by any judicial or administrative authority in connection with the above mentioned legislation;
iii. infringes the Laws conceming unfair competitive practices or constitutes an abuse of dominant position contrary to the above Lak. or is or has been the subject of any enquiry, investigation or proceeding in respect thereof. The term "Laws" means ail local statutes, laws, ordinances, regulations, rules, resolutions, orders, determinations, writs, imjunctions, awards (including avards of any arbitrator). judgments and decrees applicable to the Company and to its business and assets thereof (including Laws pelating to securities registration and regulation; the sale, leasing, ownership or management of real property; employment practices, terms and conditions, and wages and hours, building standards. land use and zoning, safety, health and fire prevention: and envirommental protection, including envirommental Laws).
(30) All the trade marks, logos, patents and any other industrial or intellectual property rights and all the rights (including any applications for any of the foregoing) held by the Company that are used for, or in conjunction with, the operation of the Company's business, as presently conducted are held free and ctear of all liens, charges, claims. security interest, other encumbranees of any hind and all other third party interests:
(31) The Fund has received no notice to the effect that any Company bosiness or operations, or that the marketing of the Company's business, may or is claimed to infringe any intellectual property or legaliy protectable right of another party. Company pays no royalty to any person or entify with respect to ally intellectual property and has the right to bring action for the infringement of its intellectual property.

The Company, as of the date of this Agreement, owns or has licenses or other rights to use names and computer software with all relating applications, presently used, related to. or necessary for the conduct of its business, as aforesaid, without conflict with the rights of third parties.
(33) The Company has not entered into any agreement for the use by any third party of any knowhow or technical information or other intellectual property right held by the Company.
(34) The Company is not a party to any guarantee or confort letter (whatever called) to pay funds in the event of default in the payment of any other person.
(35) There are no powers of attorney given by the Company except any given for the purposes of carrying on its business in the ordinary course.
(36) From the date of the Financial Statements umtil the Effective Date:
i. the Company has not entered into any transactions or agreements other than in the ordinary course of its busitess:
ii: there have been no bank loans and bank borrowings entered into to which the Company is a party, and neither the Scller nor the Company has accepted or consented to any mortgages. pledges or liens on the assets or properties of the Company:
iii. there has been no material change in the rate of compensation. commission, bonus, or other direct or indirect remuneration payable, or any payment or agreement or promise to pay. conditionally or otherwise, any increase in compensation, bonas, extra compensation, pension or severance or vacation pay to any officer, employee, salesman, distributor or agent employed or engaged by the Company in the conduct of the business: and
iv. neither the Company nor any person authorized by it. has agreed or committed to take any of the actions referenced herein.

## SCHEDULE 3

## BUYER'S REPRESENTATIONS AND WARRANTIES

(1) The Buyer is a company duly established under the laws of Laxembourg. . The fully paid up capital of the Buyer amounts to thirsy- one thousand $(31.000,00)$ Euro and is divided inte thirty- one (31) shares of nominal value of one thousand ( $1,000.00$ ) Euro cach. The Buyer has the corporate name "Hellinikon Global I S.A." and its company registration number is B183796 of the Commerce and Corporations Registry of Luxembourg.
(2) The Buyer's Guarantor is/ the sole and undisputed owner and possessor of $100 \%$ of the Buyer's shares, namely of thirty- one shares. The Buyer's shares are not listed on a stock exchange.
(3) No order has been made or petition presented or resolution passed for the winding up. administration or bankruptcy of the Buyer, no receiver or administrator or administrative receiver has been appointed or could lawfully be appointed by any person on the Buyer's business or assets or any part thereoE, the Buyer is not insolvent and has not ceased payments and is nor unable to pary its debts.
(4) There are no preference. options. warranty, conversion, subscription or other righs. agreements, contracts or commitments obligating the Buyer to issue or sell any shares or its capital stock or any securifies convertible into or exchangeable for amy such shares, or to redeem any shares which are isseed and no authorization therefore has been given, other than those diselosed in the Buyer's most recent tinancial statements: The Buyer hereby unconditionally declares and guarantees that it is lawfully operating and has not been notified or steed for violating any law. decree, regulation or governmental decision. which could jeopardize its legal status and/or its operating licenses and its ability to carry out its business and to operate is facilities in general.
(5) All operating permits, licenses and approvals required by applicable law for the smooth and unhindered operation of the Buyer in general have been lawfully issued and obtained and are valid and in full force and effect and all conditions of such permits. licenses and approvals have been fully complied with.
(6) There are no liabilities or obligations (whether absolute or contingent, mature or immature, of the Buyer, ineluding but not limited to liabilisies for taxes). of a nature required by the applicable law to be reflected, or reserved against, in the most recent audited fimancial statements of the Buyer other than as reffected therein.
(7) There is no motification conceming any claim pending or threatened against the Buyer in relation to alleged laability for its business.
(8) The Buyer is not involved in any litigation, arbitration or court proceedings. in general, either as a plaintiff or as a defendant.
(9) Save in respect of tax accounting periods commencing after the date of execution of this Agreement, the Buyer has not been notified of any outstanding liability in respect of taxation (whether actual or contingent) and, in particular, has not been notified of any outstanding liability for:
i. taxation in amy part of the world assessable or payable by reference to profits, gains. income or distributions camed, received or paid or arising or deemed to arise on or at any time after the date of the last tax audit and prior to the date of execution of the present Agreement; or
ii. purchase, value added, sales or other similar tax in any part of the world referable to his transactions
(10) The Buyer has not been notified or sued of infringing any provision, act, order or regulation in foree in Laxembourg or abroad concerning any exports and its business in general and, to the best of the knowledge of the Buyer, fully complies with all applicable rules and administrative practices (e.g. export licenses. VAT formalities etc).
(1) The Buyer has not been notified of or sued for the infriggement of any provisions, act, order or regulation related to anti-restrictive trade practices, unfair competition, competition or consumer protection Jaw and there exists no agreement or practice carried on by the Buyer. or to which the Buyer is a party which:
i. infringes consimer protection or unfair competition law:
ii. has been the sutyect of an enquiry or investrgation conducted by any judicial or administrative authority in connection with the above mentioned legislation. or
iii. infringes the Laws concerning unfair competitive practices or constitutes an abuse of dominant position contrary to the above Laws, or is or has been the subject of amy enquiry, investigation or proceeding in respect thereof. The term "Laws" means all foreign and local statutes, laws, ordinances, regulations, rules, resolutions, orders. determintations, writs, injunctions, awards (including pawards of any arbitrator). judgments and decrees applicable to the specified Party and to the businesses and assets thereof (including Laws relatiog to securities registration and regulation, the sate. leasing, ownership or management of real propenty: employment practices, terms and conditions, and wages and hours; building standands, land use and zoning. safery, beaths and fiee prevention: and environmental protection, including environmental Laws).
(12) The Buyer has not been notified or sued for the infringement of any provision, act, order or regulation in foree in Luxembourg (country of establishment) or in any other country in which it operates governing noise, air, water or land pollution or other environmemal protection matters or to occupatiomul safety or health matters in relation to its operation.
(13) The Buyer has not been notified or sued for the infringement of envirommental laws and provisions in foree imposed by the applicable regulatory frameworh for its operation.
(14) The Buyer has no knowledge, and has received no notice to the effeet, that any of is business or operations, or that any service it renders, or that the marketing of the Buyer's business or services or products, may, or is claimed to, infringe any intellectual property or legally protectable right of another party.
(15) The Business Plan is reasunably feasible and the assumptions made therein are valid.
(16) All the information and documents that the Buyer has provided to the Fund, and on the basis of which it has been selected as the Buyer, are true. complete and accurate.
(17) The Buyer will conduct its business with respect fo its participation in the Company on an arm's length basis and will also procure that the management of the Company will conduct the Company's business on an arm's length basis.
(18) To the best of the Buyer's knowledge, it has fully complied with all applicable material statutes, laws, ordinances, codes, rules, regulations or requirements of any applicable, national or international law. No written notice has been received by the Buyer alleging a violation of any such law, rule or regulation.
(19) The Buyer has the legal right and full power and athority to enter into. and to perform this Agreement, and any other documents to be executed by the Buyer pursuant to or in connection with this Agreement.
(20) The execution and delivery of and the performance by the Buyer of its obligations under this Agreement, and any other documents to be executed by the Buyer parsaant to or in connection with this Agreement will not:
i. Result in a breach of any provision of the memorandum. by-laws or Articles of Incorporation or equivalent document of the Buyer; or
ii. Result in a breach of or give any thind party a right to terminate or modify, or cause any encumbrance under any agreement, license or other instrument or result in a breach of any order, judgment or decree of any court, governmental ageney of regulatory body $t 0$ which the Buyer is a party or by which the Buyer. or any of its assets is bound.
(21) All representations and warranties set out in this Sehedule 3 apply both to the Buyer and, as applicable, to the Buyer's Guarantor,
(22) This Agreement is lawfully concluded, the approval from the Buyer's internal bodies or aty other competent bexlies for the purchate of the Sale Shares has been duly taken, and, thus, all actions performed by the Buyer concerning the effectiveness and the implementation of this Agreement are valid.

## SCHEDULE 4

## DISCLOSURE SCHEDELE

All documents contained in the VDR, as copted in an external hard drive attached to this Schedule 4 , have been disclosed to the Buyer and or the Buyer's Guarantor and are considered as set out in full it this Schedule.

## SCHEDULE 5

## ARTICLES OF ASSOCIATION OF THE COMPANY

## KATA乏TATIKO

TH乏 AN $\Omega$ NYMH乏 ETAIPELA乏 ME THN EחI $\Omega$ YMIA

# ¢EAAHNIKO－ETAIPEIA $\triangle I A X E I P I \Sigma H \Sigma ~ K A I ~ A E I O П O I H \Sigma H \Sigma ~ A K I N H T \Omega N ~$ EANHNIKOY AEPOAPOMIOY AN $\Omega$ NYMH ETAIPEIA？ 


AФM：997674736，$\triangle O Y$ ：ФAEE AOHNSN，Г．E．MH 115936901000

## KEФAMAIO A＇


ミüotaon－Enwvupia
1．Me to dpepo 42 Tou $N .3943 / 2011$（OEK $A^{\prime} 66 / 31.03 .2011$ ）пб́puenke Avaivupt ETapio $\mu$ E TTV Enwvupio wEMHNIKO－ETAIPEIA $\triangle I A X E I P I \Sigma H \Sigma ~ K A I ~ A E I O M O I H \Sigma H \Sigma ~$
 TiThO＊EMHINIKO A．E．m．





## Aреро $2^{\circ}$ ＇Eठ̈pa



 katapyoúvta tuxóv unápxovta．Me try iठ̄o ì hetayevéatepn onóqaon Bo






## Ap日po $3^{\circ}$ <br> ミкопо́я



 aȨ，

 N． $3943 / 2011$ ．





 oE véc texvoyvuriec.

 Bioiknonk kal biaxeipork eni tou okwitou, Tuy En' qutod Eykatootóoncov, Twiv

a. Na anoypápel, va npopaivel otn xoptoypopnon in kTnuatoypápnon kat vo









 aglontinon kal ev yeve ouvokkí eкүeTáMeuon outwu.



 oto óvofá tha.







1. Na npoßaiver otnv npopit Eera tou köes pionc eछonkapod nou eival anapoitnros
 povisum.





 EnIxep
 gloubinnate eralpikoú Túnou.





 Aпpooios, nou aqopoúv orn xpquarod́otnon inc xatagkruņ, hemoupyiac kon


 tou akivitrou, ontur, gutó npokuntel katoniv eqpapaync twv biatundiotov thc

3103．o the napoypapou 3 tou apepou 42 Tou N． $3943 / 2011$（OEK $A$














## ＇Ap日po $4^{\circ}$ Аыарквиа

 Evapén ioxioc tou N．3943／2011，fitol and 31．03．2011．H Biápkelu mh etapeioc，

 ap日pa 29 пор． 3 каा 31 пар． 2 тои K．N． $2190 / 1920$ ，ónoç $10 \times$ úe．

## KEФAMATO B＇ <br> METOXIKO KEФAAAIO－METOXEE－METOXOI

## Aр日ро $5^{\circ}$

## Метохıко́ кечаддаюо





















 noooú ths aúgnonc．


 हторіис






## Apepo $6^{\text {a }}$

## Metoxéc - Пробぁpivoi tithor- Métoxol

 Touc ฟiverol gì

















 tou K.N. $2190 / 1920$ ónwe loxúa.









 napóv ketomatiko.

 ol onopáoec tou aphoठiou opydvou thc.








## KEФAMAIO Г <br> TENIKH EYNEAEYEH TRN METOXתN

## ＇Ap日po $7^{0}$

revikín ミuvéheuou
 Etopsioc．
 exnpoownó tou nou opilera anó tov iöio．
3．Nopakó npóowno petèxouv otn reviki Euvèkeuon opǐ̧ovroç wc，exnpocinnouç touc Éwc тpia（3）фugiká npoowna．

## Aрөро $8^{7}$





2．H 「eviaì Zuvékeuan eival n piovn appobia va anopadize：
a）「Ia ng tponionoiñaElद tou katoctatikou．

 Tou K．N． $2190 / 1920$.
 Eגeyktov ral Twu ovanknpopatikív touद．
 kies eveluvn．




－）Гia tov Ślopicuó Ekzobapiotiov．
 and rouc peródouç nou Dikaioúvta oúpquvo He Tic oxenkéc Siardges，Tou vópou it



## Apepo $9^{\text {n }}$

## Eúynh non Tnc 「evikic Euvèneuanc





 apepou．
H Tevikrí zuvehevan pnopzi vo ouvèpxeral ka oe oko tòno képevo otpv EMäōa ń













 opicenke va tiv Eпavainntikn Euveksuan.












 TTV onoia om zuvèheuon napiotavtal ì avtinpoowneúvital pétoxal nou



## Ар ${ }^{\text {Ap }}$ ро $10^{\circ}$

## Kará@ean Meroxáv


 ononö́ñпte otnv EMả̉a Avävelf Tpaneliki Etapeia toukáxiotov nevte (5)


 ka 3 тоu katootatikoú dutoù.


 Euvekzuanc.

 obenc outic.








 Tevinic Zuvikeuonc


#### Abstract

Apepo $11^{\circ}$

\section*{}          ¿ujpoukiou kal Tow Edevatöv.


## Apepo $12^{\circ}$

## 








Apepo $13^{\circ}$

## 



 кepakoiou.












 eкnpoosanoúvta oe dutiv.

## Ap0po $14{ }^{\text {a }}$

## 


 (y) of enoúgon twa unoxpediogav tov petoxav, (b) oe oúznon tou peroxioó
keqohaiou, ektóg anó thv nophenÓpevn oto apppo 13 nap, 1 kai 2 tou










 nopigravta ì ovtinpoowneüovral oe outíl मétoxpl eknpoownoúvtec ta ठúo tpito (2/3) тоu kotoßeßAn)
Av ठev eniteux日ei tétoia anapria, П Гeviki Euvèneuon, opoü пpookhn@ei, ouvépxeta



















 ouvedpionn kal oe koer enovadппाuci).

 ovtinpoowneuovial oe outiv fétoxD nou eknpoownouv to eva néunto (1/5) Toukaxigtov tou karaßeßAnuevivu petoykoú keqoidiou

## Aр日ро $15^{\circ}$

## 








## Арөро $16^{\circ}$

## 





2．Metd onó oxetikh ditnon kóe napiotapévou uetóxou o Пpósópoç unoxpeoúrai vo катохшрп்оеі ото практка́ акріß
 kal avnnpoowneuovtal kord́ in 「eviki Euveheuon．O karáhoyac autoc quvtoooeral ónoc пpoß̉éner 斤 nop． 2 tou opepou 27 tou K．N． $2190 / 1920$.
 Enonteuouga Apxht，⿲éoa oe हikoal（20）toudaxıorov मépec，anó thy пuèpo thc ouveठoioans Thc TEvikTh Euvèkeuonc．
5．Ta ovtiypaya kai ta anoonáoparo twiy npaktiküv the Tevkic Euveheuanc



6．Av napiotatar Evaç pívo $\mu$ ह́toxas otn Euveheuon，Tóte tqv nopokohoueti





 kai av osv exel пponvifei ouveठpioon．
「evikiov Zuveheiogedu．Of $\mu$ Éroxor otow，onoiouद $\eta$ etopeic opveiral va xopnyñoo


 $\eta$ oncia unoxpeoutai va touc xopnyñes ta avtiypapa outa．Ol tpitol kal oi in nopooravtes om 「evikj इuveheuon Hétoxol propoùv vo nápouv ovtiypaqa tay



## Apepo $17^{\text {＂}}$

## 




 10xúc oftuepo．

# KEФAMAIO A $^{\prime}$ $\triangle$ IOIKHTIKO EYMBOYAIO <br> Apөpo $18^{\circ}$ <br> EúvGeon - Oqteia 



 HeThoxev inc erapelioc.








Ap0po $19^{\circ}$

## 




 ót o opBpoç outav uneplaivei to njuou tav pekdiv, ontus, Eixav npiv anó mv







## Apepo $20^{\circ}$

## 





 Eraipeiac.


 ои $\mu \mathrm{E}$ होर










 Zup Bouna yia tic epyouies, Thc etopeiac.





Apepo $21^{\circ}$

## 






 Zuvèevons:




 opios kal tous ovankputéc touc ae nepimtoon onouciac in kwhüators touc.











Apөpo $22^{\circ}$

## 











 Euppoukiou kar kaveic bev avtikiver otn Añчn anopaozal.












## Apepo $23^{\prime \prime}$

## 




 סuvaróv va npokíqe.



 इuploudiou.



 avtimpoowneufei oto 乏upboùio anó npóowno nou סev anotehki pêhoc tou, evís



4. Me onoxpaon tou Aloistingou Euußoutiou fnopsi va ouphetexouv othc



Apөpo $24^{\circ}$

## Практик тои Аюикптікой इupßouגiou

1. Tia tiç outhitioenc kol tiç anopáoerc, tou Alowntikou Eupßouniou tmpouvta















 opilgтan मe anópoon tou $\Delta$ Iokntikoú इuppoukiou.



 Zupßouגiou.

Ap0po $25^{\circ}$

## 

1. Me anopoon tou Aliknтkou Eurßoudiou unopei va opiofci npoowpivi






## ${ }^{\text {Ap }}$ Apo $26^{\circ}$

## 










 onoZ̨quiwonç korá tic biatágec twu nop. 2 kal 3 tou dpQpou 23 rou K.N. 219011920.

## KEФAMATO E' EAETXOZ

## Aрөро $27^{\circ}$ <br> EAEYKTĖG

 हheykiti - hoyorit,


2. Or Eheyktec sival enoverképlual; by ofict via nepiooóteper anó nevte (5)


 noénel va ץive ano tnv etapeic avakoivion npoc autoúc tou biophyoú touç os
 nèvie (5) Tuepoiv 日ropoivtar ót exouv anodex日ei tov Siopnopó tout kol exouv óher,
 4 TOU K.N. $2190 / 1920$.
 TIV ovorepos nap．3，opkwtoíc eheyctec－hoyioté onotehei npoünobeon tou







 anokkeoeci ǹ va nepioplo日ei．

 onoznimones

## KEФANAIO ET ETHEIEE OIKONOMIKE KATAZTAZEI乏

## Ap日po $28^{\circ}$

## Eтaipikí xpion


 nepiouglokduy otolyeian Thc，Etalpeiac，



## Ap日po $29^{\circ}$

Etர்oieç Oикоvоніке்，Kataotáoeic



 K．N．2190／1920，ónwe tpononon＇ीnke kal மxuel．
 EThowv Okovosimbu Katootacewv，npene va exouv unoypowei anó：


 opižral $\mu$ е onóqдón tou
Y．Tov unzúfuva Ya in Areúbuvon Aoviotmpiou thद erapeiac，
Oi noponàve，of nepintwon öopwviog toug via it voplpotmia tou tpónou kataptionc twy Okovopukdy Koroorooewn，opeihouv va ekGétouv eyppópoc，tic ovTipplioerg rouc om TEvikí ¿uvè之cuon Twy peróxav．

 v． $4072 / 2012$.






Thद，nou npoßhṫnera ond ThV nop． 2 Tou óp日pou 260 Tou K．N．2190／1920，
 Orovoцiкciv Kotootóocouv．

## Apepo $30^{\circ}$ <br> $\Delta \dot{a} \theta \varepsilon \circ \square$ Керб́ăv



 evanopuévov，hetá mv oqpaipeon twy ovetépo kovouhiuv，unóhoino ouviotú to







 A．N．148／1967 va tiv karaßahn tou нeplopuatoc．
v） H TEvikウ் Zuvéheuan ठia＠ítel हheülepo to unóhomo．





## KEФAMAIOZ＇ AYEH－EKKAOAPIEH

## Ap日po $31^{\circ}$ nóyou Aúong

1．H erapsio גúera：

 порáraö thc















 це்трои．
 ap日pas 70 kat $7 \beta$ K．N． $2190 / 1920$ ，ónoc ioxúer ofiuepa．
5．Av П етapsio ö






## Ар0ро $32^{\circ}$

Eкка日大атіоп







2．Oi Exkabapiciéc nou opiloutan anó in 「eviki Euvèheuon，oprihoury pö̀k




 періाтtwon $\beta^{*}$ тоu K．N． $2190 / 1920$.
 óápreia tic erwobapionc，







 exkotdpionc．
 népatos，the exkabópions eykplvovtal anó th 「evikj Zuvèheuon twy peroxauv nou


 orouc Herdxouc katá tny avakoyio twv peroxouv exatou．




 ETOpEiaç वTO otádro Tnc Ekkobapionc．









 параурораи 3 ka 4 тои ap日pou 29 kar tig nap． 2 tou dpөpou 31 тои







 поu вүкрїпке оúpquva pe ta парanóvis．

## KЕФAAAIO $\mathbf{H}^{\prime}$ METABATIKEE $\triangle I A T A=E I \Sigma$

## Арөро $33^{\circ}$

## ЕАеүктеєц

Tio thv пpiöth erapikn xphon ol opkwrol ekeyktes－hoylotéc opltovtal ano Ektokth



A $\rho 0$ ро 34
「еvikí AıáraEn
Fia to Gépata nou ósey puepitoyta and to N．3943／2011 kal anó to napóv
 yopó．



 AKINHTZN EMAHNIKO Y AEPOAPOMIOY ANONYMH ETAIPEIA＂ROI $\mu$ E סIGNDITKO TiTho


 Apreud न．EMH 115936901000 ，wro onoio syouv mepulnpeei or mononovioea，nou


AQク்Va，22．04．2013，



## SCHEDULE 6

Legal Actions of Hellinikon S．A．

| ala | Court | Applicant | Respondent | Hearing | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 |  Agpucios | $\begin{aligned} & \text { FAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | Stujusvóc Hporasikas | 11／5／2016 | 3，418，34 |
| 2 | Еарұขиб́ксіо A日juvo | $\begin{aligned} & \text { EANHNIKO } \\ & \text { A.E. } \end{aligned}$ | Atórokuc lovaceruiöns | 11／5／2016 | 2．088，46 |
| 3 |  A日quoiv | $\begin{aligned} & \text { EANHNIKO } \\ & \text { A.E. } \end{aligned}$ | Kovarivtivos \ázoly | 11／5／2016 | 1.985 |
| 4 | Moveneis Протобткеі Перані＂ | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．IIPOABB NAYTIAIAKH 2 lodavins Aagapias | 3／3／2015 | 29.270 .84 |
| 5 | Mowousite Прентобікеio <br>  | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.£. } \end{aligned}$ | 1．SI COVAN SHIPPING 2 E！ Машрикакт！ | 3／3／2015 | 27．958．18 |
| 6 |  <br>  | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Khampox Alexander 2. Benépros Ponocos | $611 / 2015$ | 6.667 .49 |
| 7 | Ец甲раӧккгio Atmpuive | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | $\begin{aligned} & \text { 1. Kov: AevToíäng } 2 \\ & \text { CAVELON LIMITED } \end{aligned}$ | 6／11／3015 | 9，390，90 |
| 8 |  Alpurion | $\begin{aligned} & \text { EANHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Raymond Gabriel 2 SEASPRAY YACHTING； | $611 / 2015$ | 7，332，42 |
| 9 | E七рұюоикзіо <br>  | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Tisopp．Moxumkiöys 2 AMBERFINE | 6／11／2015 | 7．810．15 |
| 10 |  | $\begin{aligned} & \text { EAAHINIKO } \\ & \text { A.E. } \end{aligned}$ | Esiv川 Evacyenuton | 12／5／2016 | 2．122．38 |
| 11 |  Abnyun | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Fishhorne．2．Xap．－Owovétov | 18／5／2016 | 2.824 .87 |
| 12 | Explyóiscio A日ruón | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E: } \end{aligned}$ | 1．KYKAAAITIKA NEHA． 2Telapin Limited | 1855／2016 | 11，434，76 |
| 13 | Eypuoóngefo AOpviov | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Dusko MARTINOVIC 2. Pasle ILIC | 16／3／2015 | 5.905 .79 |
| 14 | Eipquodiario A0クyous | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．C．Adaimi．2．Oik．Уopêrou | 11／11／2015 | 12.706 .52 |
| 15. | Movousiés Пратодикеіо <br>  | $\begin{aligned} & \text { EANHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．SEA KING 2．Aス．Kovóonals | 17／3／2015 | 39，333，62 |
| 16 | Eчplutikeio | EAAHNIKO | ANEEOL KONDYAHS | 18／4／2016 | 18．555．80 |


|  | Пzapamo | A．E． |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 17 |  A日ruvion | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Shorecalin Litd． $2 . \Delta \Delta \mu$ ． Etequivou | 24／5／2016 | 2.799 .96 |
| 18 | Ечрұणоб́ккеіо A日pvì | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．Shorecalm Lid，$\quad 2 . \Delta n \mu$ ． Etepuvou | 24／5／2016 | 3.188 .54 |
| 19 | Eıрұиооихвіо A日riverv | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ |  | 16／3／2015 | 12．071．27 |
| 20 | Eipmuóaseio <br>  | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | N．BAd最 1． AQLACHOICE LIMITED | 14／10／2015 | 5，965，57 |
| 21 |  A日truiv | $\begin{aligned} & \text { EAMHINIKO } \\ & \text { A.E. } \end{aligned}$ | 3．O．ПANOY 2．OSEAN SAIN N．E．П．A | 14／10／2015 | 5.591 .96 |
| 22 | Eч甲พвйкатіо <br> A日quoy <br> （Miкроо́zaфоре́s） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | L．ПLOEOSOLAOY 2 <br> CORITEC ANSNYMH <br> BIOMHXANIKH KAI <br> EMIIOPIKH ETAIPEIA <br> EDIHAQN  | 1／4／2016 | 2.323 .94 |
| 23 |  <br> A0quos <br> （Мıкроб́ацоре́द） | EAAHNIKO A．E． | 1．II KEKAL 2 AIAL I $\Omega T I N I K$ N．E．II．A． | 1／4／2016 | 1．870，35 |
| 24 | Eipquóáseio <br> A日quon <br> （Мккроӧихрорг்я） | $\begin{aligned} & \text { EAAHNIRO } \\ & \text { A.E: } \end{aligned}$ | 1．L．ГIANNAKOПOYAOL 2. Z今HN．EПA． | 1／4／2016 | 4.972 .15 |
| 25 | Eqpquốasezo <br> AOnvons <br> （Mıхройиарорес） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．IP．HAHASOIOYAOL 2. AQUASEA LIMITED | 1／4／2016 | 3，769，72 |
| 26 |  <br> Agques <br> （Мікройкерорес） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | I．T．MIXAHNIAHZ 2. AMBERFINE LIMITED | 1／4／2016 | 3．192．21 |
| 27 |  <br> A日品保 <br> （Мıкроӧкияоре́а） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | I． <br> B．PlZOIONTIKA工 2 PIZOHONTIKAL YHHPESIES IIPOIPAMMATIEMOY－ <br> EYMBOYAOt <br> EHXEIPHEERN <br> АІАФНМIZTIKHE．IT．E． | 1／4／2016 | 2．624．70 |
| 28 |  A0maiy | EAAHNIKO A.E. | I．I IEITOS 2．M CIEPYIMEIZH CROWN LTD | 14／10／2015 | 8.504 .50 |
| 29 |  Aequivy （Mispoōraчropés） | $\begin{aligned} & \text { EAAHNIKO } \\ & \text { A.E. } \end{aligned}$ | 1．ZANIN N．EIIA． $2 . \Delta$ ． ZAATKOE | 1／4／2016 | 1.613 .09 |

## ПАРАРТНМА（II）

## ТРОПОПОІНТIKH ЕYMBAЕH


 $\mu \varepsilon \tau \alpha \xi ̧ \cup: ~$
 IUISTIKH乏 חEPIOYELAE TOY $\Delta H M O \Sigma I O Y$ A．E．»，$\eta$ олоiа $\dot{\varepsilon} \nless \varepsilon$





 AI．076084／01．10．2003 tov T．A．A入i $\mu$ оv，$\mu \varepsilon$ А．Ф．M． 041328010 tךs $\Delta . O . Y$.








 «Аүораотท่乌＂），











 АӨ入ŋтıб $\Sigma$ уцßou入iou tis $\qquad$ （


## IETOPIKO ПАAIEIO










 Aıр $\varepsilon$ $\sigma \varepsilon ı »)$.









 ларои́баs, бט́ $\mu \varphi \omega v a \mu \varepsilon \tau \eta \nu$ кєі $\mu \varepsilon v \eta$ vо $\mu$ Өعбіа.






 ако่ ${ }^{\circ}$







 €1.071.082.541, $\Delta \varepsilon \dot{\tau} \tau \varepsilon \rho \eta ~ П \varepsilon \rho i o \delta o s ~ X \rho \eta \mu \alpha \tau о \delta o ́ т \eta \sigma \eta \varsigma ~ € 1.078 .996 .042 ~ к а ı ~ Т р і т \eta ~$











 $\sigma \dot{\mu} \mu \varphi \omega v \alpha \mu \varepsilon \tau \alpha$ кат $\omega \tau \varepsilon \dot{\varepsilon} \rho \omega$ opiそ̇ó $\mu \varepsilon v a$.


















5. Aлаıтои́ $\mu \varepsilon v a \lambda_{1} \mu \varepsilon \nu ı \kappa \alpha \dot{~ \varepsilon ́ \rho ү \alpha, ~}$
 еүкрı $\theta$ ві,








11. Ү عvtós tov Мףтролодıtıкои́ Па́ркои Прабivov каı Avaұuхŋ́s,
 Акıvŋ่точ,


14．Aváл $\lambda \alpha \sigma \eta / a v a \beta \dot{a} \theta \mu ı \sigma \eta$ лара入iaç $1 \chi \lambda \mu$ ．лерілоv．

















8．Aváл $\lambda \alpha \sigma \eta / a v a ß \dot{\alpha} \theta \mu \iota \sigma \eta$ лара入iaç $1 \chi \lambda \mu$ ．лерілоv．









 каı Avaүvхウ่s，о Aүopaotท่s кaı $\eta$ Etaıpeia，ката่ то $\mu \varepsilon ́ \rho o s ~ \varepsilon v \theta u ́ v \eta s ~ \tau o u s, ~$




































 Акіvŋ่тои.



 Eג入Пviкoú - Ayiou Koғдá.


 Акіипто.




ҮППО/ДГNAK/ 41429/1057/2009 (ФЕК ААП 400/2009) кवı ҮППО/ДГNAK/11483/321/2006 (ФЕК В' 351/2006) .







 ó $\mu о \rho \omega v \delta \dot{\eta} \mu \omega v$.
IV. Елıл




 лроӥлоөв்бعıऽ:


 ठалávŋ autn่s.




























































 лара́ $р а ф о$ IV. 3.
7. О Aүopaбtท̇s $\delta \eta \lambda \dot{\omega} v \varepsilon ı ~ o ́ t ı ~ \theta a ~ \lambda a ́ ß \varepsilon ı ~ \tau а ~ a v a ү к а i a ~ \mu \varepsilon ̇ \tau \rho a, ~ \dot{\sigma \tau \varepsilon ~ о ~ \tau \varepsilon \lambda ı к о ́ s ~}$

 tns Eqopeias Apxaıтŋ่ $\tau \omega v$.



































 ларо́vтоц.

## TA MEPH

## Fıa to TAIIE $\Delta$

FAMEIO AEIOHONAEHE IAISTIKHE MEPIOYEIAE TEF $\triangle H M O E I O Y ~ A E ~$ KOROKOTPAIH, 3 If : ALOY 105.62 AOHNA

 AP.T.E.M/H. 117034801000

Гia tov Ayopaotí


## 

## 




[^0]:    OAYEEEYE AGANAETOY

[^1]:    "Encumbrance"

[^2]:    
    Avsovition Eritertral 2nffigioxaiv
    6 AEstivurtina entivaso
    
    DDYSSEFS ATHANASIOLIF 日at
    A

