HELLENIC FOUNDATION FOR RESEARCH AND INNOVATION

Finance Contract

between the

Hellenic Republic

and the

European Investment Bank

Athens, 15 July 2016
THIS CONTRACT IS MADE BETWEEN:

The Hellenic Republic represented by the Minister, Mr Euclid Tsakalotos, on behalf of its Ministry of Finance, with the Ministry of Education, Research and Religious Affairs acting in its capacity as Promoter hereunder and represented by Mr Nikolaos Filis, Minister of Education, Research and Religious Affairs and Mr Costas Fotakis, Alternate Minister of Education, Research and Religious Affairs

of the first part, and

The European Investment Bank having its seat at 100 boulevard Konrad Adenauer, L-2950 Luxembourg, Luxembourg, represented by the Vice-President, Mr Jonathan Taylor

of the second part.
WHEREAS:

(1) The Borrower has stated that it is undertaking a project (the "Project"), consisting of the establishment and initial operations of the Hellenic Foundation for Research and Innovation ("HFRI"), which will be promoted by the Ministry of Education, Research and Religious Affairs acting through the Research and Innovation section of the Ministry, led by the Alternate Minister for Research and Innovation (the "Promoter"). The HFRI will procure and fund research projects, academic positions, the science and society programme and scientific equipment in support of the national strategy for research and innovation, and as more particularly described in the technical description (the "Technical Description") set out in Schedule A.

(2) The total cost of the Project, as estimated by the Bank, is EUR 240,000,000 (two hundred forty million euros) and the Borrower has stated that it intends to finance the Project as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount (EUR m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Own funds</td>
<td>60</td>
</tr>
<tr>
<td>Credit from the Bank</td>
<td>180</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>240</strong></td>
</tr>
</tbody>
</table>

(3) In order to fulfil the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit of EUR 180,000,000 (one hundred eighty million euros).

(4) The Bank considering that the financing of the Project falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower’s request providing to it a credit in an amount of up to EUR 180,000,000 (one hundred eighty million euros) under this Finance Contract (the "Contract"); provided that the amount of the Bank loan shall not, in any case, exceed 75% (seventy-five per cent) of the total cost of the Project set out in Recital (2).

(5) The Borrower shall ensure that the funds made available by the Bank pursuant to the Contract shall be made available to final beneficiaries (each a "Final Beneficiary") for schemes procured and financed under the HFRI. The Final Beneficiaries currently comprise public universities, public research centres, public technological institutes as those set out in Article 13a of Law 4310/2014, and public technological educational institutions (TEI) whose researchers are successful in competing for HFRI grants. Business enterprises, small or large, domestic or foreign, may also co-benefit, if the grant applications are filed with the main beneficiaries, as defined in accordance with the rules of procedure of the HFRI.

(6) The Government of the Hellenic Republic has authorised the borrowing of the sum of EUR 180,000,000 (one hundred eighty million euros) represented by this credit on the terms and conditions set out in this Contract in the form set out in Annex I.

(7) The Borrower shall have general supervision of, and responsibility for, the implementation of the Project. The Promoter shall supervise HFRI and shall remain the main responsible body for reporting to the Bank and the Borrower for the schemes procured and financed by HFRI.

(8) The Parties acknowledge that the Bank’s Financial Report for the year 2015, approved by the Member States of the European Union, includes a specific reference to the Bank’s preferred creditor status.

(9) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union, and, accordingly, the terms and conditions of the Bank’s loan operations must be consistent with relevant policies of the European Union.
(10) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the citizens of the European Union in general.

(11) The processing of personal data shall be carried out by the Bank in accordance with applicable European Union legislation on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data.
NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

(a) Interpretation

In this Contract references to:

(a) Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;

(b) a provision of law are references to that provision as amended or re-enacted; and

(c) any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated.

(b) Definitions

In this Contract:

"Acceptance Deadline" for a notice means:

(a) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 Luxembourg time on a Business Day; or

(b) 11h00 Luxembourg time on the next following day which is a Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Business Day.

"Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Borrower" means the Hellenic Republic acting through its Ministry of Finance.

"Business Day" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(3).

"Contract" has the meaning given to it in Recital (4).

"Credit" has the meaning given to it in Article 1.1.

"Criminal Offence" means any of the following criminal offences as applicable: fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism.

"Deferment Indemnity" means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

(a) the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds

(b) EURIBOR (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Date" means the date on which actual disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.1.

"Disruption Event" means either or both of:
(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party:
   (i) from performing its payment obligations under this Contract; or
   (ii) from communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

“Environment” means the following, in so far as they affect human health and social well-being:
(a) fauna and flora;
(b) soil, water, air, climate and the landscape; and
(c) cultural heritage and the built environment;

and includes, without limitation, occupational and community health and safety.

“Environmental Approval” means any Authorisation required by Environmental Law.

“Environmental Claim” means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law related to the operations of the HFRI and the schemes financed under the Project.

“Environmental Impact Assessment” or “EIA” means each environmental impact assessment required to be performed in connection with any scheme of the Project pursuant to EU law, and in particular the Environmental Impact Assessment Directive, and its implementing legislation or instruments in the Hellenic Republic, each as amended from time to time.


“Environmental Law” means:
(a) EU law, including principles and standards;
(b) laws and regulations of the Hellenic Republic; and
(c) applicable international treaties,

of which a principal objective is the preservation, protection or improvement of the Environment.

“EURIBOR” has the meaning given to it in Schedule B.

“EUR” or “euro” means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

“Event of Default” means any of the circumstances, events or occurrences specified in Article 10.1.

“Final Availability Date” means 48 (forty-eight) months from signature of this Contract.

“Fixed Rate” means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest.
"Fixed Rate Tranche" means a Tranche on which Fixed Rate is applied.

"Floating Rate" means a fixed-spread floating interest rate, that is to say an annual interest rate determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread.

"Floating Rate Reference Period" means each period from one Payment Date to the next relevant Payment Date, the first Floating Rate Reference Period shall commence on the date of disbursement of the Tranche.

"Floating Rate Tranche" means a Tranche on which Floating Rate is applied.

"Indemnifiable Prepayment Event" means a Prepayment Event other than those specified in paragraphs 4.3.A(2) or 4.3.A(4).

"Interest Revision/Conversion" means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis ("revision") or a different interest rate basis ("conversion") which can be offered for the remaining term of a Tranche or until a next Interest Revision/Conversion Date, if any, for an amount which, at the proposed Interest Revision/Conversion Date, is not less than EUR 10,000,000 (ten million euros) or the equivalent thereof.

"Interest Revision/Conversion Date" means the date, which shall be a Payment Date, specified by the Bank pursuant to Article 1.2.C in the Disbursement Notice or pursuant to Article 3 and Schedule D.

"Interest Revision/Conversion Proposal" means a proposal made by the Bank under Schedule D.

"Interest Revision/Conversion Request" means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

(a) Payment Dates chosen in accordance with the provisions of Article 3.1;
(b) the preferred repayment schedule chosen in accordance with Article 4.1; and
(c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

"Loan" means the aggregate amount of Tranches disbursed from time to time by the Bank under this Contract.

"Market Disruption Event" means any of the following circumstances:

(a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank’s access to its sources of funding;

(b) in the opinion of the Bank, funds are not available from its ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or

(c) in relation to a Tranche in respect of which interest is or would be payable at Floating Rate:

(i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the applicable Relevant Interbank Rate; or

(ii) the Bank determines that adequate and fair means do not exist for ascertaining the applicable Relevant Interbank Rate for the relevant currency of such Tranche or it is not possible to determine the Relevant Interbank Rate in accordance with the definition contained in Schedule B.

"Material Adverse Change" means, in relation to the Hellenic Republic any event or change of condition, which, in the reasonable opinion of the Bank has a material adverse effect on:

(a) the ability of the Hellenic Republic to perform its obligations under this Contract;
(b) the financial condition or prospects of the Hellenic Republic.

"Maturity Date" means the last repayment date of a Tranche specified pursuant to Article 4.1(b)(iv).

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Date" means: the annual, semi-annual or quarterly dates specified in the Disbursement Notice until the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

(a) for a Fixed Rate Tranche, the following Relevant Business Day, without adjustment to the interest due under Article 3.1; and

(b) for a Floating Rate Tranche, the next day, if any, of that calendar month that is a Relevant Business Day or, failing that, the nearest preceding day that is a Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.1.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (as of the Prepayment Date) of the excess, if any, of:

(a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over

(b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan, in accordance with Article 4.2.A.

"Project" has the meaning given to it in Recital (1).

"Promoter" has the meaning given to it in Recital (1).

"Redeployment Rate" means the Fixed Rate in effect on the day of the indemnity calculation for fixed-rate loans denominated in the same currency and which shall have the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment is proposed or requested to be made. For those cases where the period is shorter than 48 (forty-eight) months (or 36 (thirty-six) months in the absence of a repayment of principal during that period) the most closely corresponding money market rate equivalent will be used, that is the Relevant Interbank Rate minus 0.125% (12.5 basis points) for periods of up to 12 (twelve) months. For periods falling between 12 (twelve) and 36/48 (thirty-six/fourty-eight) months as the case may be, the bid point on the swap rates as published by Reuters for the related currency and observed by the Bank at the time of calculation will apply.
"Relevant Business Day" means: for EUR, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR¹.

"Relevant Interbank Rate" means EURIBOR.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Spread" means the fixed spread to the Relevant Interbank Rate (being either plus or minus) determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or Interest Revision/Conversion Proposal.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (1).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.

¹ On 14 December 2000, the Governing Council of the European Central Bank (ECB) has decided that, from 2002 until further notice, the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) system will be closed, in addition to Saturdays and Sundays, on the following days: New Year's Day, Good Friday and Easter Monday, 1 May, Christmas Day and 26 December.
ARTICLE 1
Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of EUR 180,000,000 (one hundred eighty million euros) for the financing of the Project (the “Credit”).

1.2 Disbursement procedure

1.2.A Tranches

The Bank shall disburse the Credit in up to 15 (fifteen) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount of EUR 10,000,000 (ten million euros).

1.2.B Disbursement Request

(a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C.1 and shall specify:

(i) the amount and currency of the Tranche;

(ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date, it being understood that notwithstanding the Final Availability Date the Bank may disburse the Tranche up to 4 (four) calendar months from the date of the Disbursement Request;

(iii) whether the Tranche is a Fixed Rate Tranche or a Floating Rate Tranche, each pursuant to the relevant provisions of Article 3.1;

(iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.1;

(v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.1;

(vi) the preferred first and last dates for repayment of principal for the Tranche;

(vii) the Borrower’s choice of Interest Revision/Conversion Date, if any, for the Tranche; and

(viii) the IBAN code (or appropriate format in line with local banking practice) and SWIFT BIC of the bank account to which disbursement of the Tranche should be made in accordance with Article 1.2.D.

(b) If the Bank, following a request by the Borrower, has provided the Borrower, before the submission of the Disbursement Request, with a non-binding fixed interest rate or spread quotation to be applicable to the Tranche, the Borrower may also at its discretion specify in the Disbursement Request such quotation, that is to say:

(i) in the case of a Fixed Rate Tranche, the aforementioned fixed interest rate previously quoted by the Bank; or

(ii) in the case of a Floating Rate Tranche, the aforementioned spread previously quoted by the Bank,

applicable to the Tranche until the Maturity Date or until the Interest Revision/Conversion Date, if any.
(c) Each Disbursement Request shall be accompanied by evidence of the authority of the person or persons authorised to sign it and the specimen signature of such person or persons or a declaration by the Borrower that no change has occurred in relation to the authority of the person or persons authorised to sign Disbursement Requests under this Contract.

(d) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

(a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to this Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:

(i) the currency, and amount of the Tranche;

(ii) the Scheduled Disbursement Date;

(iii) the interest rate basis for the Tranche, being: (1) a Fixed Rate Tranche; or (2) a Floating Rate Tranche all pursuant to the relevant provisions of Article 3.1;

(iv) the first interest Payment Date and the periodicity for the payment of interest for the Tranche;

(v) the terms for repayment of principal for the Tranche;

(vi) the first and last dates for repayment of principal for the Tranche;

(vii) the applicable Payment Dates for the Tranche;

(viii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and

(ix) for a Fixed Rate Tranche the Fixed Rate and for a Floating Rate Tranche the Spread applicable to the Tranche until the Interest Revision/Conversion Date, if any or until the Maturity Date.

(b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may following receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 Luxembourg time on the next Business Day and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.

(c) If the Borrower has presented to the Bank a Disbursement Request in which the Borrower has not specified the fixed interest rate or spread as set out in Article 1.2.B(b), the Borrower will be deemed to have agreed in advance to the Fixed Rate or Spread as subsequently specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to such account of the Borrower as the Borrower shall notify in writing to the Bank not later than 15 (fifteen) days before the Scheduled Disbursement Date (with IBAN code or with the appropriate format in line with local banking practice).

Only one account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.
1.4 Conditions of disbursement

1.4.A First Tranche

The disbursement of the first Tranche under Article 1.2, which in no event shall exceed 10% (ten per cent) of the Credit, is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

(a) evidence that the execution of this Contract by the Borrower and the Promoter has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower and the Promoter is/are duly authorised to do so together with the specimen signature of each such person or persons;

(b) evidence that the Borrower and the Promoter have obtained all necessary consents, authorisations, licences or approvals of government or public bodies or authorities required in connection with this Contract and the Project;

(c) a legal opinion on the capacity and authorisation and on the due execution of this Contract by the Borrower and the Promoter, and on the legal, valid, binding and enforceable nature of the obligations of the Borrower and the Promoter under this Contract.

1.4.B Second Tranche

The disbursement of the second Tranche under Article 1.2, is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

(a) The law establishing and governing HFRI (the "HFRI Law") in a form agreed by the Bank has been voted by the Hellenic Parliament and has been duly published in the Greek Government Gazette.

(b) The content of the HFRI Law is satisfactory to the Bank, and contains at least the following provisions: (i) All scientists holding the requisite qualifications as specified in the HFRI Law can apply for HFRI funding, irrespective of institutional affiliation, residence or citizenship; (ii) All calls for grant applications are open; (iii) Evaluation of scientific proposals is based solely on scientific merit and involves a two-step procedure, namely pre-qualification followed by full application; (iv) Evaluation results are publicly announced through appropriate media at least once a year; and (v) Complaints and redress procedures concerning both procedural matters and scientific principles are provided for.

(c) A legal opinion mentioning that the HFRI is a validly existing legal entity, established in accordance with the laws of Greece, with the capacity, power, authority and right to enter into agreements and perform its obligations as those are set out in the HFRI Law;

(d) The Government/Internal regulation of operation of HFRI and/or any Ministerial or Inter-Ministerial Decision or any other equivalent administrative act on the rules of procedure and operation of the HFRI are acceptable to the Bank and have duly entered into force; and

(e) The first call has been published under the auspices of HFRI, which is sufficiently operational to begin implementing the project, and in particular (i) the Scientific Council (as will be defined in the HFRI Law) has endorsed the draft operational plan for the year 2017; (ii) the General Director and the Deputy Director for Research (as both will be defined in the HFRI Law) are appointed; (iii) the Head of Administration (as will be defined in the rules of procedure and operations of the HFRI) is appointed; (iv) All essential research management functions are staffed, including teams responsible for research programme design, publication of calls, evaluation committees and the administration and support services; and (v) the responsibilities for all relevant functions of the control and management system of the HFRI are assigned and the corresponding reporting lines are established.
1.4.C Second and subsequent Tranches

Further to the conditions set out in 1.4.B as regards the second Tranche, the disbursement of the second and any subsequent Tranche under Article 1.2 which in no event shall exceed 20% (twenty per cent) of the Credit, is conditional upon receipt by the Bank in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date, of the following:

(a) Evidence in writing satisfactory to the Bank demonstrating that:

(i) More than 80% (eighty per cent) of the sum of all previous disbursements under the Contract has been allocated on legally binding contracts with Final Beneficiaries; or

(ii) More than 50% (fifty per cent) of the sum of all previous disbursements under the Contract has actually been disbursed to the Final Beneficiaries, on the basis of legally binding contracts with the Final Beneficiaries;

(b) Evidence in writing by the Borrower and/or the Promoter satisfactory to the Bank demonstrating that at least 25% (twenty-five per cent) of the Project costs (i.e. up to EUR 60,000,000 (sixty million euros)) has been transferred by the Greek Authorities to HFRI, by depositing to an account which shall be approved each time by the Bank:

(i) An amount of at least EUR 20,000,000 (twenty million euros) each time the Bank’s disbursed funds to the Borrower amount to EUR 60,000,000 (sixty million euros), EUR 120,000,000 (one hundred twenty million euros) and EUR 180,000,000 (one hundred eighty million euros) on a cumulative basis; and

(ii) In any event, an amount representing at least 25% (twenty-five per cent) of the Project cost at the end of the Project implementation period.

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, including the first and the second, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date for the proposed Tranche, of the following documents or evidence:

(i) a certificate from the Borrower in the form of Schedule E.1 signed by an authorised representative of the Borrower and dated no earlier than the date falling 7 (seven) days before the Scheduled Disbursement Date; and

(ii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower and/or the Promoter is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the validity and enforceability of the same.

(b) that on the Disbursement Date for the proposed Tranche:

(i) the representations and warranties which are repeated pursuant to Article 6.8 are correct in all respects; and

(ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under this Contract constitute:

(1) an Event of Default; or

(2) a Prepayment Event;

has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.
1.5  Deferment of disbursement

1.5.A  Grounds for deferment

Upon the written request of the Borrower, the Bank shall defer the disbursement of any Notified Tranche in whole or in part to a date specified by the Borrower being a date falling not later than 6 (six) months from its Scheduled Disbursement Date and not later than 60 (sixty) days prior to the first repayment date of the Tranche indicated in the Disbursement Notice. In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 5 (five) Business Days before its Scheduled Disbursement Date.

If for a Notified Tranche any of the conditions referred to in Article 1.4 is not fulfilled as at the specified date and at the Scheduled Disbursement Date (or the date expected for disbursement in case of a previous deferment), disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement (without prejudice to the right of the Bank to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B). In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

1.5.B  Cancellation of a disbursement deferred by 6 (six) months

The Bank may, by notice in writing to the Borrower, cancel a disbursement which has been deferred under Article 1.5.A by more than 6 (six) months in aggregate. The cancelled amount shall remain available for disbursement under Article 1.2.

1.6  Cancellation and suspension

1.6.A  Borrower's right to cancel

The Borrower may at any time by notice in writing to the Bank cancel, in whole or in part and with immediate effect, the undisbursed portion of the Credit. However, the notice shall have no effect in respect of (i) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice or (ii) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.

1.6.B  Bank's right to suspend and cancel

(a) The Bank may, by notice in writing to the Borrower, suspend and/or cancel the undisbursed portion of the Credit in whole or in part at any time and with immediate effect upon the occurrence of a Prepayment Event or an Event of Default or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default, or

(b) The Bank may also suspend the portion of the Credit in respect of which it has not issued a Disbursement Notice with immediate effect in the case that a Market Disruption Event occurs.

(c) Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C  Indemnity for suspension and cancellation of a Tranche

1.6.C(1)  SUSPENSION

If the Bank suspends a Notified Tranche, whether upon an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.
1.6.C(2) CANCELLATION

(a) If pursuant to Article 1.6.A, the Borrower cancels:
   (i) a Fixed Rate Tranche which is a Notified Tranche, it shall indemnify the Bank under Article 4.2.B, or
   (ii) a Floating Rate Tranche which is a Notified Tranche or any part of the Credit other than a Notified Tranche, no indemnity is payable.

(b) If the Bank cancels:
   (i) a Fixed Rate Tranche which is a Notified Tranche upon an Indemnifiable Prepayment Event or pursuant to Article 1.5.B, the Borrower shall pay to the Bank the Prepayment Indemnity; or
   (ii) a Notified Tranche upon an Event of Default, the Borrower shall indemnify the Bank under Article 10.3.

Save in the cases above, no indemnity is payable upon cancellation of a Tranche by the Bank.

The indemnity shall be calculated as if the cancelled amount had been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, the part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.8 Sums due under Article 1

Sums due under Articles 1.5 and 1.6 shall be payable in EUR. They shall be payable within 15 (fifteen) days of the Borrower’s receipt of the Bank’s demand or within any longer period specified in the Bank’s demand.

ARTICLE 2
The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of repayment, interest and other charges

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in which the Tranche is disbursed.

Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.
2.3 Confirmation by the Bank

Within 10 (ten) days after disbursement of each Tranche, the Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if appropriate, showing the Disbursement Date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

ARTICLE 3
Interest

3.1 Rate of interest

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly, semi-annually or annually in arrears on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

Interest shall be calculated on the basis of Article 5.1(a).

3.1.B Floating Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly, semi-annually or annually in arrears on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

The Bank shall notify the Floating Rate to the Borrower within 10 (ten) days following the commencement of each Floating Rate Reference Period.

If pursuant to Articles 1.5 and 1.6 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date the Relevant Interbank Rate applicable to the first Floating Rate Reference Period shall apply as though the disbursement had been made on the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.1(b). If the Floating Rate for any Floating Rate Reference Period is below zero, it will be set at zero.

3.1.C Revision or Conversion of Tranches

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Schedule D) pay interest at a rate determined in accordance with the provisions of Schedule D.

3.2 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on
any overdue amount payable under the terms of this Contract from the due date to the date of payment at an annual rate equal to:

(a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);

(b) for overdue sums related to Fixed Rate Tranches, the higher of (a) the applicable Fixed Rate plus 2% (200 basis points) or (b) the Relevant Interbank Rate plus 2% (200 basis points); and

(c) for overdue sums other than under (i) or (ii) above, the Relevant Interbank Rate plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the Relevant Interbank Rate in relation to this Article 3.2, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

3.3 **Market Disruption Event**

If at any time (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche, and (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the following rules shall apply:

(a) In the case of a Notified Tranche, the rate of interest applicable to such Notified Tranche until the Maturity Date or the Interest Revision/Conversion Date if any, shall be the percentage rate per annum which is the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

(b) The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notification and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding Credit shall remain available for disbursement under Article 1.2.B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement and the conditions thereof shall be fully binding for both parties.

(c) The Spread or Fixed Rate previously notified by the Bank in the Disbursement Notice shall no longer be applicable.

ARTICLE 4

Repayment

4.1 **Normal repayment**

(a) The Borrower shall repay each Tranche by instalments on the Payment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.

(b) Each amortisation table shall be drawn up on the basis that:
(i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made annually, semi-annually or quarterly by equal instalments of principal or constant instalments of principal and interest;

(ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal annual, semi-annual or quarterly instalments of principal;

(iii) the first repayment date of each Tranche shall be a Payment Date falling not earlier than 60 (sixty) days from the Scheduled Disbursement Date and not later than the first Payment Date immediately following the 4th (fourth) anniversary of the Scheduled Disbursement Date of the Tranche; and

(iv) the last repayment date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than 15 (fifteen) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 1 (one) month's prior notice specifying (i) the Prepayment Date; (ii) the Prepayment Amount; (iii) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and (iv) the contract number ("Fl nr") mentioned on the cover page of this Contract.

Subject to Article 4.2.C the Prepayment Request shall be binding and irrevocable.

4.2.B Prepayment indemnity

4.2.B(1) FIXED RATE TRANCHE

Subject to Article 4.2.B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

4.2.B(2) FLOATING RATE TRANCHE

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.2.B(3) NO INDEMNITY

Unless the Borrower has accepted in writing a Fixed Rate in respect of an Interest Revision/Conversion Proposal pursuant to Schedule D, prepayment of a Tranche on its Interest Revision/Conversion Date as notified under Article 1.2.C(a)(viii), or in accordance with Schedule C.1 or D, as the case may be, may be effected without indemnity.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and the Acceptance Deadline.

If the Borrower accepts the Prepayment Notice no later than by the Acceptance Deadline, it shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the prepayment by the payment of accrued interest and indemnity, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.
4.3 Compulsory prepayment

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (2) so that the amount of the Credit exceeds 75% (seventy-five per cent) of such total cost of the Project, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the Credit exceeds 75% (seventy-five per cent) of the total cost of the Project. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(2) PARI PASSU TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and such prepayment is not made out of the proceeds of a loan or other indebtedness having a term at least equal to the unexpired term of the Non-EIB Financing prepaid, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan. The proportion of the Loan that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article, "Non-EIB Financing" includes any loan, (save for the Loan and any other direct loans from the Bank to the Borrower, credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 5 (five) years.

4.3.A(3) CHANGE OF LAW

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the opinion of the Bank, would materially impair the Borrower's ability to perform its obligations under this Contract.

4.3.A(4) ILLEGALITY

If it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or to fund or maintain the Loan, the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit and/or (ii) demand prepayment of the Loan, together with accrued
interest and all other amounts accrued or outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

4.3.B Prepayment mechanics
Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C and Article 4.4, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity
In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General
A repaid or prepaid amount may not be reborrowed. This Article 4 shall not prejudice Article 10.
If the Borrower prepays a Tranche on a date other than a relevant Payment Date, the Borrower shall indemnify the Bank in such amount as the Bank shall certify is required to compensate it for receipt of funds otherwise than on a relevant Payment Date.

ARTICLE 5
Payments

5.1 Day count convention
Any amount due by way of interest, indemnity or fee from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the following respective conventions:
(a) in respect of interest and indemnities due under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days;
(b) in respect of interest and indemnities due under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days and the number of days elapsed;
(c) in respect of fees, a year of 360 (three hundred and sixty) days and the number of days elapsed.

5.2 Time and place of payment
Unless otherwise specified in this Contract or in the Bank’s demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower’s receipt of the Bank’s demand.
Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.
The Borrower shall indicate in each payment made hereunder the contract number ("FI nr") found on the cover page of this Contract.
A sum due from the Borrower shall be deemed paid when the Bank receives it.

Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to and each time approved by the Bank. In turn, the Borrower and/or the Promoter shall procure that HFRI and the Final Beneficiaries undertake to request any disbursement from, and make any payments to, in relation to the Project, on accounts held with a duly authorised financial institution in the jurisdiction where the Borrower is located.

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

(a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;

(b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and

(c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

(a) first, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under this Contract;

(b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;

(c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and

(d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

(a) In case of:

(i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
(ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.

(b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

(c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6
Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

A. PROJECT UNDERTAKINGS

6.1 Use of Loan and availability of other funds

The Borrower and the Promoter shall use all amounts borrowed by the Borrower under the Loan for the execution of the Project.

The Borrower shall ensure that it has available to it the other funds listed in Recital (2) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower shall carry out the Project in accordance with the Technical Description as may be modified from time to time with the approval of the Bank, and complete it by the final date specified therein.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (2), the Borrower shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

The Borrower and the Promoter shall, and shall procure that the HFRI shall purchase equipment, secure services and order works for the Project (a) in so far as they apply to it or to the Project, in accordance with European Union law in general and in particular with the relevant European Union Directives on procurement (Directives 2004/18/EC, or 2014/24/EU where applicable, and/or 2004/17/EC, or 2014/25/EU where applicable, as well as Directives 89/665/EEC and 92/13/EEC) as interpreted by the Court of Justice of the EU and (b) in so far as European Union Directives on procurement do not apply, by procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency and, in
case of public contracts, the principles of transparency, equal treatment and non-discrimination on the basis of nationality.

Furthermore, the Borrower and the Promoter shall ensure that the Final Beneficiaries will be obliged to apply the aforesaid public procurement law and procedures, thus ensuring that contracts for the implementation of the Project have been or shall be tendered in accordance with such public procurement laws and procedures, with publication of tender notices in the EU Official Journal, as and where required. To this effect, the Bank shall receive a written statement from the Promoter confirming that the schemes procured under this operation are compliant with public procurement laws and procedures that fully comply with applicable European Union Procurement Directives.

6.5 Continuing Project undertakings

The Borrower and the Promoter shall, and shall procure that HFRI and the Final Beneficiaries, shall:

(a) **Maintenance**: maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;

(b) **Project assets**: unless the Bank shall have given its prior consent in writing retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; provided that the Bank may withhold its consent only where the proposed action would prejudice the Bank’s interests as lender to the Hellenic Republic or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;

(c) **Insurance**: insure all works and property forming part of the Project insurance companies in accordance with the most comprehensive relevant industry practice;

(d) **Rights and Permits**: maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project; and

(e) **Environment**:

   (i) implement and operate the Project, HFRI and each particular scheme in compliance with Environmental Law;

   (ii) obtain and maintain requisite Environmental Approvals for the Project, HFRI; and the schemes where necessary

   (iii) comply with any such Environmental Approvals.

   (iv) submit to the Bank the NTS (Non-Technical Summary) of the Environmental Impact Assessment ("EIA") as per Directive 2011/92/EU for any schemes of the Project requiring an EIA, prior the utilisation of the Bank’s funds for the specific parts of the project; and

   (v) provide information on works and installations for which the competent authorities have or will require specific licenses related to any Natura 2000 protected areas.

(f) **Integrity**: (i) take, within a reasonable timeframe, appropriate measures in respect of, any member of its management bodies, officer or official who has been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such Final Beneficiary and/or such member of its management bodies or official of HFRI or such Final Beneficiary is excluded from any activity in relation to any funds made available in relation to any scheme under the Project; and (ii) Promptly inform the Borrower and/or the Promoter of any measure taken by HFRI or such Final Beneficiary pursuant to this Article 6.5(f)
(g) **Integrity Audit Rights**: ensure that all contracts under the Project to be procured after the date of signature of this Contract in accordance with European Union Directives on procurement provide for:

(i) the requirement that the relevant contractor promptly informs the Borrower and/or the Promoter (who shall then inform the Bank) of a genuine allegation, complaint or information with regard to Criminal Offences related to the Project;

(ii) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with the Project; and

(iii) the Bank's right, in relation to an alleged Criminal Offence, to review the books and records of the relevant contractor in relation to the Project and to take copies of documents to the extent permitted by law.

(h) **Litigation and other procedures**: notwithstanding the information obligation of the Borrower and/or the Promoter under Article 8.1(c)(vii) of this Contract, the Borrower and/or the Promoter, shall procure the HFRI and each Final Beneficiary to the extent permitted by law, inform the Borrower and/or the Promoter of any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which to the best of its knowledge and beliefs current, imminent or pending against the HFRI or such Final Beneficiary, or where applicable their respective controlling entities or members of their management bodies, officers or officials in connection with Criminal Offences related to any scheme under the Project;

(i) **Illicit funds**: with respect to the Borrower and/or the Promoter, the Borrower and/or the Promoter shall procure that HFRI and/or the Final Beneficiaries undertake to represent to the Borrower and/or the Promoter that to the best of their knowledge, no funds invested by the Final Beneficiaries are of illicit origin, including products of money laundering or linked to the financing of terrorism, as well as to inform the Borrower and/or the Promoter and/or HFRI if at any time they become aware of the illicit origin of any such funds.

6.6 **Specific Project undertakings**

The Borrower and the Promoter undertake to:

(a) Respect compliance with the monitoring and reporting obligations as specified in the Contract, at the time of the Disbursement Request;

(b) Ensure and demonstrate to the Bank, that any scientific equipment financed by the Project is not co-financed by any EU grants;

(c) Seek non-objection from the Bank before any change to the Government/Internal Regulation and/or any Ministerial or inter-Ministerial decision or any equivalent administrative act on the rules of procedure and operation and to inform the Bank about any change to the law establishing and governing the HFRI;

(d) Ensure HFRI cooperation in complying with the reporting obligations towards the Bank, as that is specified in the Contract;

(e) Allocate all Project related funds before end-2019 on a best effort basis.

**B. GENERAL UNDERTAKINGS**

6.7 **Compliance with laws**

The Borrower and the Promoter shall comply in all respects with all laws and regulations to which each of the Borrower and/or the Promoter or the Project is subject.
6.8 General Representations and Warranties

Each of the Borrower and the Promoter represents and warrants to the Bank that:

(a) it has the power to execute, deliver and perform its obligations under this Contract and all necessary action has been taken to authorise the execution, delivery and performance of the same by it;

(b) this Contract constitutes its legally valid, binding and enforceable obligations;

(c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
   (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
   (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;

(d) there has been no Material Adverse Change since 24 May 2016;

(e) no event or circumstance which constitutes a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;

(f) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;

(g) its payment obligations under this Contract rank not less than pari passu in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally;

(h) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental Claim has been commenced or is threatened against it in relation to the Project; and

(i) it is in compliance with all undertakings under this Article 6, and

(j) to the best of its knowledge, no funds invested in the Project by the Borrower are of illicit origin, including products of money laundering or linked to the financing of terrorism. The Borrower and/or the Promoter shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds.

The representations and warranties set out above shall survive the execution of this Contract and are, with the exception of the representation set out in paragraph (d) above, deemed repeated on each Disbursement Request, Disbursement Date and on each Payment Date.

ARTICLE 7

Security

The undertakings in this Article 7 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

7.1 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than pari passu in right of payment with all other present and future unsecured and unsubordinated obligations under any of its Debt Instruments except for obligations mandatorily preferred by law.
In particular, if the Bank makes a demand under Article 10.01 or if an event or potential event of default under any unsecured and unsubordinated Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of a Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the Debt Instrument have subscribed, shall be disregarded.

In this Contract, “Debt Instrument” means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party.

7.2 Additional security

Should the Borrower grant to a third party any security for the performance of any Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower and/or the Promoter shall:

(a) deliver to the Bank:
   (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the parties to this Contract; and
   (ii) any such information or further document concerning the financing, procurement, implementation, operation and environmental matters of or for the Project as the Bank may reasonably require within a reasonable time;

provided always that if such information or document is not delivered to the Bank on time, and the Borrower and/or the Promoter does not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower’s and/or Promoter’s expense and the Borrower and/or Promoter shall provide such persons with all assistance necessary for the purpose;

(b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;

(c) as soon as it becomes aware thereof, or as soon as it is informed by HFRI or a Final Beneficiary promptly inform the Bank of:
(i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower and/or the Promoter or any Environmental Claim that is to its knowledge commenced, pending or threatened against it with regard to environmental or other matters affecting the Project; and

(ii) any fact or event known to the Borrower and/or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;

(iii) a genuine allegation, complaint or information with regard to Criminal Offences related to any scheme under the Project; and

(iv) the illicit origin, including products of money laundering or linked to the financing of terrorism with respect to any scheme under the Project;

(v) any non-compliance by it with any applicable Environmental Law;

(vi) any suspension, revocation or modification of any Environmental Approval;

(vii) to the extent permitted by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which to the best of its knowledge and belief (or to the best knowledge and belief of HFRI or such Final Beneficiary that informs the Borrower and/or the Promoter to that effect) is current, imminent or pending against the Borrower, the Promoter, HFRI or such Final Beneficiary, or where applicable their respective controlling entities or members of their management bodies, officers or officials in connection with Criminal Offences related to the Loan, or the Project or any scheme under the Project; and

(viii) any measure taken by the HFRI or a Final Beneficiary pursuant to Article 6.5(f) of this contract.

and set out the action to be taken with respect to such matters.

8.2 Information concerning the Borrower and the Promoter

Each of the Borrower and/or the Promoter shall inform the Bank immediately of:

(i) any fact which obliges it to prepay any financial indebtedness or any European Union funding;

(ii) any event or decision that constitutes or may result in a Prepayment Event;

(iii) any intention on its part to grant any Security over any of its assets in favour of a third party;

(iv) any intention on its part to relinquish ownership of any material component of the Project;

(v) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;

(vi) any Event of Default having occurred or being threatened or anticipated;

(vii) any measure taken by the Borrower or the Promoter pursuant to Article 6.5(f) of this Contract; and

(viii) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change.
8.3 Visits by the Bank

The Borrower and/or the Promoter shall, and shall procure that HFRI and the Final Beneficiaries shall allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

(a) to visit the sites, installations and works comprising the Project;

(b) to interview representatives of the Borrower, Promoter, HFRI and/or the Final Beneficiaries and not obstruct contacts with any other person involved in or affected by the Project; and

(c) to review the Borrower’s, the Promoter’s HFRI’s and/or the Final Beneficiaries’ books and records in relation to the execution of the Project and to be able to take copies of related documents to the extent permitted by the law.

Each of the Borrower, the Promoter, the HFRI and the Final Beneficiaries shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

Each of the Borrower, the Promoter, the HFRI and the Final Beneficiaries acknowledges that the Bank may be obliged to communicate information relating to the Borrower and/or the Promoter and/or the HFRI and the Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law.

ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; provided that, if the Borrower is obliged to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.
9.3 Increased costs, indemnity and set-off

(a) The Borrower shall pay to the Bank any sums or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation made after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.

(b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any payment or partial discharge that takes place in a manner other than as expressly set out in this Contract.

(c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

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ARTICLE 10

Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately:

(a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless (i) its failure to pay is caused by an administrative or technical error or a Disruption Event and (ii) payment is made within 3 (three) Business Days of its due date;

(b) if any information or document given to the Bank by or on behalf of the Borrower and/or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower and/or the Promoter in or pursuant to this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;

(c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan,
   (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation; or
   (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
(d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;

(e) if the Borrower defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;

(f) if the Borrower defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the European Union;

(g) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract; or

(h) if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand:

(a) if the Borrower or the Promoter fails to comply with any obligation under this Contract not being an obligation mentioned in Article 10.1.A; or

(b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower and/or the Promoter.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

10.3 Indemnity

10.3.A Fixed Rate Tranches

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the Prepayment Indemnity on any amount of principal due to be prepaid. Such Prepayment Indemnity shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified.

10.3.B Floating Rate Tranches

In case of demand under Article 10.1 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.15% (fifteen basis points) per annum calculated and accruing on the amount of principal due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the original amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or the Maturity Date.

The value shall be calculated at a discount rate equal to the Redeployment Rate applied as of each relevant Payment Date.

10.3.C General

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date of prepayment specified in the Bank's demand.
10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 11
Law and jurisdiction, miscellaneous.

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the general principles of law common to the laws of the Member States of the European Union as interpreted or to be interpreted by the Court of Justice of the European Union.

11.2 Jurisdiction

(a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute (a "Dispute") arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.

(b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle Disputes between them and, accordingly that they will not argue to the contrary.

(c) A decision of the Court given pursuant to this Article 11.2 shall be conclusive and binding on the parties without restriction or reservation.

11.3 Waiver of Immunity

The Borrower irrevocably and unconditionally, to the extent not prohibited by mandatory law:

(a) agrees not to claim any immunity from proceedings brought by the Bank against the Borrower in relation to this Contract and to ensure that no such claim is made on its behalf; and

(b) consents generally to the giving of any relief or the issue of any process in connection with the proceedings as referred to in paragraph (a) above.

11.4 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.
11.5 **Evidence of sums due**

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be prima facie evidence of such amount or rate.

11.6 **Entire Agreement**

This Contract constitutes the entire agreement between the Bank, the Borrower and the Promoter in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.7 **Invalidity**

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.8 **Amendments**

Any amendment to this Contract shall be made in writing and shall be signed by the parties hereto.
ARTICLE 12
Final clauses

12.1 Pari Passu Treatment

12.1A If, after the date of execution of this Contract and until its expiry date the Borrower concludes with any other creditor (including, for the avoidance of doubt, the European Financial Stability Facility or the European Stability Mechanism or any other EU body different from the EIB) a financing or guarantee agreement that includes provisions referring to place, currency of payment and payment indemnity of the Borrower’s obligations under such agreement that are more favourable to such other creditor than the ‘EUR’ or ‘euro’ definition, clauses 10.01(A)(a), 9.03(b) 11.04, and this Pari Passu Treatment clause of this Contract, the Borrower shall so inform the Bank. In such case, or if the Bank is otherwise so informed, the Borrower shall, if the Bank so requests, execute any necessary legal documentation in order for such more favourable provisions (the “Relevant Provisions”) to be incorporated by way of amendment as of the date of such agreement into this Contract.

12.1B The Relevant Provisions shall be subject to the general principles of law common to the laws of the Member States of the European Union as interpreted or to be interpreted by the Court of Justice of the European Union, and shall be submitted to the exclusive jurisdiction of the Court of Justice of the European Union.

12.1C Notwithstanding the above, the Borrower shall not be obliged to execute any such legal documentation if and to the extent that by doing so it will grant to its obligations under this Contract any priority in breach of any obligations to third parties which are binding upon the Borrower at the date of this Contract.

12.1D Without prejudice otherwise to sub-paragraph 12.1(A) above, it is understood that if the Relevant Provisions shall be contained in any financing or guarantee agreement executed by any body of the Borrower which is not at such time the one responsible for concluding financing agreements on behalf of the Borrower, such Relevant Provisions shall not have to be incorporated in the manner provided in sub-paragraph 12.1(A) above if such latter body shall not be in a position to obtain and exercise adequate powers to such purpose. In such case, the Borrower and the Bank shall discuss in good faith in order to agree on a solution which may achieve as much as possible compliance with the Pari Passu Treatment principle set out in sub-paragraph 12.1(A) above.

12.2 Notices to either party

Notices and other communications given under this Contract addressed to either party to this Contract shall be made to the address or facsimile number as set out below, or to such other address or facsimile number as a party previously notifies to the other in writing:

For the Bank
Attention: OPS/CSEE-5 PUB SEC (CY,GR)
100 boulevard Konrad Adenauer
L-2950 Luxembourg
Facsimile no: 00352 4379 67290

For the Borrower
Attention: Public Debt Management Agency
8, Omirou Str., GR-105 64 Athens, Greece
Facsimile no: 0030 210 3701850
12.3 Form of notice

Any notice or other communication given under this Contract must be in writing.

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or facsimile. Such notices and communications shall be deemed to have been received by the other party on the date of delivery in relation to a hand-delivered or registered letter or on receipt of transmission in relation to a facsimile.

Other notices and communications may be made by hand delivery, registered letter or facsimile or, to the extent agreed by the parties by written agreement, by email or other electronic communication.

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by letter to the relevant party on the next following Business Day at the latest.

Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

12.4 Changes to parties

The Borrower and the Promoter may not assign or transfer any of their rights or obligations under this Contract without the prior written consent of the Bank.

The Bank may assign all or part of its rights and benefits or transfer (by way of novation, sub-participation or otherwise) all or part of its rights and benefits under this Contract. The Bank or the transferee shall notify the Borrower of any such assignment or transfer.

12.5 Recitals, Schedules and Annex

The Recitals and following Schedules form part of this Contract:

Schedule A   Project Specification and Reporting
Schedule B   Definitions of EURIBOR
Schedule C   Forms for Borrower
Schedule D   Interest Rate Revision and Conversion
Schedule E   Conditions Precedent and Certificates to be provided by the Borrower

The following Annex is attached hereto:

Annex I   Powers of signature of the Borrower and the Promoter
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in 4 (four) originals in the English language and have respectively caused each page of this Contract to be initialled on their behalf.

In Athens, this 15 July 2016

Signed for and on behalf of
THE HELLENIC REPUBLIC

The Minister of
Finance

The Minister of
Education, 
Research and 
Religious Affairs

The Alternate Minister
of Education, 
Research and 
Religious Affairs

Signed for and on behalf of
EUROPEAN INVESTMENT 
BANK

The Vice-President

Mr Euclid TSAKALOTOS  Mr Nikolaos FILIS  Mr Costas FOTAKIS  Mr Jonathan TAYLOR
Project Specification and Reporting

A.1 Technical Description (Article 6.2)

Purpose, Location
The project concerns the Hellenic Foundation for Research and Innovation (HFRI). It finances both the establishment and initial operations of the Foundation.

The main purpose of the Foundation is to procure and fund research projects, academic positions, the science and society programme, and scientific equipment in support of the national strategy for research and innovation, which in turn is aligned with the National Growth Strategy.

The location, in Greece, of the headquarters will be decided at the time the Law establishing the Foundation is approved by Parliament.

The research activities selected for HFRI grants will be distributed across Greece because they will be implemented by teams where the principal investigator is affiliated with one of the 22 public universities, the 14 public technological educational institutions (TEI), or the scientific institutions recognised as such under Article 13a of Law 4310/2014, currently including 13 public research centres and technological institutes. Scientists not formally affiliated with any of these institutions at the time of grant application are also eligible for funding, but the grants from HFRI will be disbursed upon acceptance by a research or educational host organisation.

Description
The project finances the establishment and initial three-year operations of the Hellenic Foundation for Research and Innovation (HFRI). The operations will focus on basic research activities and financing will be directed to four broad categories:

1. Grants for basic research
2. Ph.D. scholarships and post-doctoral fellowships
3. Scientific equipment (> 200 k)
4. Science and society promotion programme

The exact proportion of funding to be allocated to each category is decided by the Promoter, after consultation with the Scientific Council and the Advisory Board of HFRI. Substantial modifications in the financial scheme must be approved by EIB. Operational costs cannot exceed 10% of the total three-year budget allocated to the HFRI as defined in the EIB project.

Contracts granted by HFRI are for a maximum of three years. Allowable costs for basic research activities include the recurrent expenditures for scientific personnel and support staff as well as expenditures for standard scientific equipment, rents, utilities, consumables, travel, conference fees, subscriptions, etc. The overheads charged by scientific institutions cannot, except under extraordinary circumstances, exceed 25% of HFRI grants.

The thematic areas that can be supported by HFRI grants are defined in the 2015 edition of OECD Frascati Manual in relation to the Fields of Research and Development (FORD) classification. This covers six broad knowledge domains based primarily on the content of the R&D subject matter: (i) Natural sciences; (ii) Engineering and technology; (iii) Medical and health sciences; (iv) Agricultural and veterinary sciences; (v) Social sciences; and (vi) Humanities and the arts.

Up to 16% of discretionary HFRI funds can be allocated to major scientific equipment. While the rules of procedure are still to be worked out, several principles are in place. Chief among these are that the asset must cost EUR 200 k or more at purchase, no upper limit applies, and there can be no blending of HFRI funds for equipment with EU structural funds.

Up to 8% of discretionary HFRI funds can be allocated to the Science and Society programme. This will support efforts to popularise science and disseminate scientific knowledge. The precise content of the Greek programme cannot be described ex ante because the task of defining and operationalising it lies with the Scientific Council and management of HFRI.
Calendar

Project implementation can be divided into three phases.

The first phase concerns the time needed for the establishment of the Foundation itself, covering the period until the start of operations. Critical milestones during Phase 1 are (a) project signature; (b) Parliament approval of the Law; (c) first EIB disbursement; (d) incorporation of the Foundation as a legal person under private law; and (e) appointment of the governing bodies and the General Director. The first milestone is expected to be met by 15.07.2016 and the last one by 01.01.2017.

The second phase concerns the three-year period during which the Foundation is to procure the research projects, academic positions and scientific activities, and thus approve the allocations of the required financial resources. This second phase is expected to start on 01.01.2017 and end on 31.12.2019. No new research activities can be approved for financing unless other sources of funds have been identified and committed by this date of closure.

The third phase is expected to start on 01.01.2020. This “phasing out” period refers to the two years beyond closure, during which no new research activities are approved but during which the scientific institutions still incur project related expenditures. Because the disbursements are linked to these expenditures, the project implementation period also includes the two years from 01.01.2020 until 31.12.2021.

Because the EIB disbursements are tied to the timing of incurred and reimbursed expenditures, the entire project implementation period runs from 15.07.2016 until 31.12.2021.
1. Dispatch of information: designation of the person responsible
The information below has to be sent to the Bank under the responsibility of:

<table>
<thead>
<tr>
<th>Financial Contact</th>
<th>Technical Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Ministry of Education, Research and Religious Affairs</td>
</tr>
<tr>
<td>Hellenic Republic Ministry of Finance</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td>Main: Dr Spyros Georgatos</td>
</tr>
<tr>
<td>Achilleas Tzimas</td>
<td>Deputy: Dr Nektarios Nasikas</td>
</tr>
<tr>
<td>Title</td>
<td>Director</td>
</tr>
<tr>
<td>Department</td>
<td>Office of the Alternate Minister of Research and Innovation</td>
</tr>
<tr>
<td>General Directorate of Economic Policy</td>
<td></td>
</tr>
<tr>
<td>EU Affairs and International Relations Directorate</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Andrea Papandreou Street 37 Maroussi, Athens</td>
</tr>
<tr>
<td>5-7 Nikis St., GR-101 80 Athens, Greece</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>0030 210 3443445/10</td>
</tr>
<tr>
<td>0030 210 3332738</td>
<td>0030 210 3443383</td>
</tr>
<tr>
<td>Fax</td>
<td><a href="mailto:sgeorgat@gmail.com">sgeorgat@gmail.com</a></td>
</tr>
<tr>
<td>0030 210 3332760</td>
<td><a href="mailto:mnasikas@gmail.com">mnasikas@gmail.com</a></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:a.tzimas@mnec.gr">a.tzimas@mnec.gr</a></td>
</tr>
</tbody>
</table>

The above-mentioned contact persons are the responsible contacts for the time being.
The Borrower shall inform the EIB immediately in case of any change.

2. Information on specific subjects [Finance Contract]
The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

<table>
<thead>
<tr>
<th>Document / information</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work programme 2017, 2018, 2019</td>
<td>When available</td>
</tr>
<tr>
<td>Annual report 2017, 2018, 2019</td>
<td>When available</td>
</tr>
<tr>
<td>Audited annual accounts 2017, 2018, 2019</td>
<td>When available</td>
</tr>
</tbody>
</table>

3. Information on the project's implementation [Finance Contract]
The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

<table>
<thead>
<tr>
<th>Document / information</th>
<th>Deadline</th>
<th>Frequency of reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Progress Report</td>
<td>31 March of the years</td>
<td>Annual</td>
</tr>
<tr>
<td>- A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope;</td>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>- Update on the date of completion of each of the main project's components, explaining reasons for any possible delay;</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>- Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>- A description of any major issue with impact on the environment;</td>
<td>2020 and 2021</td>
<td></td>
</tr>
<tr>
<td>- Update on the project's demand or usage and comments;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Any significant issue that has occurred and any significant risk that may affect the project's operation;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Any legal action concerning the project that may be on-going.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. **Information on the end of works and first year of operation**

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

<table>
<thead>
<tr>
<th>Document / information</th>
<th>Date of delivery to the Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Completion Report, including:</strong></td>
<td></td>
</tr>
<tr>
<td>- A final Technical Description of the project as completed, explaining the reasons for</td>
<td></td>
</tr>
<tr>
<td>any significant change compared to the Technical Description in A.1;</td>
<td></td>
</tr>
<tr>
<td>- The date of completion of each of the main project's components, explaining reasons</td>
<td></td>
</tr>
<tr>
<td>for any possible delay;</td>
<td></td>
</tr>
<tr>
<td>- The final cost of the project, explaining reasons for any possible cost variations vs.</td>
<td></td>
</tr>
<tr>
<td>initial budgeted cost;</td>
<td></td>
</tr>
<tr>
<td>- Employment effects of the project: person-days required during implementation as well</td>
<td></td>
</tr>
<tr>
<td>as permanent new jobs created;</td>
<td></td>
</tr>
<tr>
<td>- A description of any major issue with impact on the environment or social impacts;</td>
<td></td>
</tr>
<tr>
<td>- Update on the project's demand or usage and comments;</td>
<td></td>
</tr>
<tr>
<td>- Any significant issue that has occurred and any significant risk that may affect the</td>
<td></td>
</tr>
<tr>
<td>project's operation;</td>
<td></td>
</tr>
<tr>
<td>- Any legal action concerning the project that may be on-going.</td>
<td></td>
</tr>
<tr>
<td>An update on the Monitoring Indicators listed in the Table below.</td>
<td></td>
</tr>
</tbody>
</table>

| Language of reports | English                     |


## HELLENIC FOUNDATION FOR RESEARCH AND INNOVATION

### Complementary indicators

<table>
<thead>
<tr>
<th>Key project characteristics</th>
<th>Expected value at PCR</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start of works</td>
<td>01.07.2016</td>
<td></td>
</tr>
<tr>
<td>End of works</td>
<td>31.12.2021</td>
<td></td>
</tr>
<tr>
<td>Project investment cost</td>
<td>240.00 MEUR</td>
<td></td>
</tr>
<tr>
<td>EIB/EFSI eligible investment mobilised</td>
<td>240.00 MEUR</td>
<td>100% eligible</td>
</tr>
<tr>
<td>External EFSI multiplier</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>External EIB (non-EFSI) multiplier</td>
<td>1.33</td>
<td>Loan amount: EUR 180 m</td>
</tr>
<tr>
<td>Amount of private financing</td>
<td>0.00 MEUR</td>
<td></td>
</tr>
<tr>
<td>Quick start (% of expenditure during 2015-2018)</td>
<td>48.00 %</td>
<td></td>
</tr>
<tr>
<td>Co-financing with national promotional banks</td>
<td>0.00 MEUR</td>
<td></td>
</tr>
<tr>
<td>Co-financing with structural funds (ESIF)</td>
<td>0.00 MEUR</td>
<td></td>
</tr>
<tr>
<td>Co-financing with other EU instruments (i.e. Horizon 2020, Connecting Europe Facility, etc)</td>
<td>0.00 MEUR</td>
<td></td>
</tr>
<tr>
<td>Energy efficiencies realised</td>
<td>0.00 MWh</td>
<td></td>
</tr>
<tr>
<td>Climate Action indicator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment during construction - temporary jobs</td>
<td>4,700 person years</td>
<td></td>
</tr>
<tr>
<td>Employment during operation - permanent jobs</td>
<td>15 FTE</td>
<td></td>
</tr>
</tbody>
</table>

### Outputs

<table>
<thead>
<tr>
<th>National or international patents applications</th>
<th>Baseline</th>
<th>Expected value at PCR</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>National or international patents granted</td>
<td>10.00 Units/yr</td>
<td>13.00 Units/yr</td>
<td>Patents filed under the Patent Co- operation Treaty (OECD source)</td>
</tr>
<tr>
<td>Publications in international journals</td>
<td>16,734.00 Units/yr</td>
<td>18,400.00 Units/yr</td>
<td>Total number of documents accounted for in the Science Citation Index (SCI) in 2014. Growth is expected to be commensurate with estimated growth in research staff</td>
</tr>
</tbody>
</table>

### Outcomes

<table>
<thead>
<tr>
<th>EU collaboration agreements with universities, research institutes, etc</th>
<th>Baseline</th>
<th>Expected value at PCR</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>EU collaboration agreements with universities, research institutes, etc</td>
<td>2.33 Units/yr</td>
<td>3.00 Units/yr</td>
<td>European research Council (ERC) successful competitive grants awarded</td>
</tr>
</tbody>
</table>
Definitions of EURIBOR

"EURIBOR" means:

(a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;

(b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and

(c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (b) and (c) above:

"available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), under the sponsorship of EMMI and EURIBOR ACI, or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank; and

"Screen Rate" means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal euro-zone offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them as at approximately 11h00, Brussels time, on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than 2 (two) quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11h00, Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period.

If the rate resulting from the above is below zero, EURIBOR will be deemed to be zero.

If no rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

For the purposes of the foregoing definition:

(a) All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with halves being rounded up.

(b) The Bank shall inform the Borrower without delay of the quotations received by the Bank.
(c) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI and EURIBOR ACI (or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.
Forms for Borrower

C.1 Form of Disbursement Request (Article 1.2.B)

Disbursement Request

Greece – HELLENIC FOUNDATION FOR RESEARCH AND INNOVATION (2015-0747)

Please proceed with the following disbursement:

**Loan Name**: HELLENIC FOUNDATION FOR RESEARCH AND INNOVATION (2015-0747)

**Signature Date**: [Signature]

<table>
<thead>
<tr>
<th>Currency &amp; amount requested</th>
<th>Proposed disbursement date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currency</td>
<td>Amount</td>
</tr>
</tbody>
</table>

**Int. rate basis (Art. 3.1)**

- Rate (% or Spread) (please indicate only ONE) [OR Maximum Rate (% or Maximum Spread)]

**Frequency (Art. 3.1)**

- Annual [ ]
- Semi-annual [ ]
- Quarterly [ ]

**Payment Dates (Art. 5)**

- [ ]

**Interest Revision/Conversion date (if any)**

- [ ]

**Repayment frequency**

- Annual [ ]
- Semi-annual [ ]
- Quarterly [ ]

**Repayment methodology (Art. 4.1)**

- Equal instalments [ ]
- Constant annuities [ ]

**First repayment date**

- [ ]

**Maturity Date**

- [ ]

**Reserved for the Bank** (contract currency)

- Total Credit Amount: 180,000,000
- Disbursed to date:
- Balance for disbursement:
- Current disbursement:
- Balance after disbursement:
- Disbursement deadline:
- Max. number of disbursements:
- Minimum Tranche size:
- Total allocations to date:
- Conditions precedent: [ ] Yes / [ ] No

Borrower's account to be credited [Borrower to give the details of the ring fenced account where disbursements for the purposes of this Finance Contract shall be made]:

**Acc. N°**: [ ]

(please, provide IBAN format in case of disbursements in EUR, or appropriate format for the relevant currency)

Bank name, address:

Please transmit information relevant to:

Borrower's authorised name(s) and signature(s):

---

**To be provided on paper bearing the Borrower's letterhead**

**NOTE**: If the Borrower does not specify an interest rate or Spread here, the Borrower will be deemed to have agreed to the interest rate or Spread subsequently provided by the Bank in the Disbursement Notice, in accordance with Article 1.2.C(c).
Schedule D

Interest Rate Revision and Conversion

If an Interest Revision/Conversion Date has been included in the Disbursement Notice for a Tranche, the following provisions shall apply.

A. Mechanics of Interest Revision/Conversion

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

(a) the Fixed Rate and/or Spread that would apply to the Tranche, or the part thereof indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; and

(b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually in arrears on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

Any amendment to this Contract requested by the Bank in this connection shall be effected by an agreement to be concluded not later than 15 (fifteen) days prior to the relevant Interest Revision/Conversion Date.

B. Effects of Interest Revision/Conversion

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Notice shall apply to the entire Tranche. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new interest rate or Spread shall apply to the Tranche (or part thereof) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. Non-fulfilment of Interest Revision/Conversion

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the parties fail to effect an amendment requested by the Bank pursuant to Paragraph A above, the Borrower shall repay the Tranche (or part thereof) on the Interest Revision/Conversion Date, without indemnity. The Borrower will repay on the Interest Revision/Conversion Date any part of a Tranche which is unaffected by the Interest Revision/Conversion.
Certificates to be provided by the Borrower

E.1 Form of Certificate from Borrower (Article 1.4.B)

To: European Investment Bank
From: Hellenic Republic acting through the Ministry of Finance
Date:
Subject: Finance Contract between the Hellenic Republic and the European Investment Bank dated ● (the "Finance Contract")
FI number 85470 Serapis number 2015-0747

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

(a) no Prepayment Event has occurred and is continuing unremedied;
(b) no security of the type prohibited under Article 7.1 has been created or is in existence;
(c) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
(d) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;
(e) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived;
(f) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
(g) the representations and warranties to be made or repeated by us under Article 6.8 are true in all respects; and
(h) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

We also hereby undertake that, in line with Article 1.02D of the Finance Contract, the entire amount of this Disbursement Request shall be made to the account of the Hellenic Republic with the Bank of Greece Acc No [Borrower to give the details of the ring fenced account where disbursements for the purposes of this Finance Contract shall be made].

Yours faithfully,

For and on behalf of the Hellenic Republic

Date:
Powers of signature of the Borrower and the Promoter

HELLENIC REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

We, Nikolaos Kotzias, Minister for Foreign Affairs of the Hellenic Republic, hereby authorize Mr Euclid Tsakalotos, Minister of Finance, Mr. Nikolaos Filis, Minister of Education, Research and Religious Affairs and Mr. Costas Fotakis, Alternate Minister for Education, Research and Religious Affairs of the Hellenic Republic, to sign, on behalf of the Hellenic Republic, the “Hellenic Foundation for Research and Innovation” Finance Contract between the Hellenic Republic and the European Investment Bank.

In witness whereof, we have signed these presents.

Done in Athens this twelfth day of July 2016