

**INVITATION TO A PUBLIC TENDER TO BE AWARDED TO THE HIGHEST BIDDER FOR THE
SALE OF MOBILE EQUIPMENT OF THE SOCIETE ANONYME WITH THE TRADE NAME
"HELLENIC SHIPYARDS S.A."**

[General Commercial Registry (G.E.MI.) number 239301000 |

Tax Identification Number 094004293]

UNDER THE EXTRAORDINARY PROCEDURE OF SPECIAL ADMINISTRATION

(ARTICLES 68et seq. OF LAW 4307/2014)

In view of the fact that:

1. By virtue of the decision of the Single Member Court of First Instance of Athens (Non-contentious Proceedings) with number 725/8.3.2018, the company with the trade name "Hellenic Shipyards S.A." (hereinafter, "**HSY**") was placed under the special administration procedure of articles 68 et seq. of the Law 4307/2014. By virtue of the aforementioned decision, Konstantinos Margaritis was appointed as its Special Administrator, in accordance with the provisions of article 69 paragraph 1 of Law 4307/2014.
2. The abovementioned decision was lawfully published in summary in the General Commercial Registry (GEMI) on 9.3.2018, with Registration Code (KAK) 1345215, pursuant to the relevant announcement with no. 2283/9.3.2018, according to the provisions of article 71 par. 4 of Law 4307/2014.
3. Already, by virtue of the decision of the Single Member Court of First Instance of Athens with number 2270/2019, it was ordered the replacement of the above mentioned special administrator (already deceased) and the appointment of Christodoulos Seferis of Konstantinos as special administrator were ordered (hereinafter, "**Special Administrator**"). The abovementioned decision was lawfully published in summary in the General Commercial Registry (G.E.M.I.) on 10.10.2019, with Registration Code (KAK) 1917714, pursuant to the relevant announcement with prot. no. 6143/10.10.2019, according to the provisions of article 71 par. 4 of law 4307/2014, applied by analogy.
4. The provisions of article 9 of Part B of Law 4783/2021 on the extension of the special administration of Law 4307/2014, for a period of six (6) months as of the expiration date.
5. The provisions of articles 68 et seq. of Law 4307/2014, as in force today.

The Special Administrator **CALLS FOR** one (1) Public Tender to be awarded to the highest bidder, for the sale of mobile equipment of the company under special administration with the trade name "HELLENIC SHIPYARDS SOCIETE ANONYME", (hereinafter, the "**Public Tender**").

1.1. Description of mobile equipment

HSY is the sole owner, controller and possessor of the below mentioned mobile equipment, which is located in a surface of 214.663,985 sq.m. of the land plot with Land Book Number (ABK) 266, situated in the area of Skaramagas, Municipality of Chaidari, Attica including the Permanent Dock No.5 and the piers No.3 and 4, owned by the company under the trade name "Hellenic Public Properties Company S.A" ("HPPC"):

A. In the area of Permanent Dock No.5:

1. Crane type MAN 100T (North Side)

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2. Crane type KOCKS 120T (North Side)
3. Crane type KOCKS 15T (South Side)
4. Channel covers
5. Main Pumps
6. Stripping Pumps
7. Fire Pumps
8. High Pressure Pumps (300bar) for ships' needs
9. Five (5) Electrical Transformers of power: 1.600KVA (Each), Electrical Substation I
10. Electrical Boards of Average and Low Voltage, Electrical Substation I
11. One (1) Electrical Transformer of power: 1.600KVA, Electrical Substation G
12. Electrical Boards of Average and Low Voltage, Electrical Substation G
13. One (1) Electrical Transformer of power: 1.600KVA, Electrical Substation H
14. Electrical Boards of Average and Low Voltage Electrical, Substation H
15. Instruments and control boards P.D. No.5
16. Electrical equipment of power supply to ships within shafts
17. Three (3) Electric air compressors 2000cfm (each)
18. One (1) Compressed air dryer
19. One (1) exchanger ALFA-LAVAL (Plate Heat Exchanger)
20. Circulation pumps and closed circuit pipes of air compressors' cooling
21. Gatebarrier
22. Horizontal Winch
23. Winches & Wire Rope - Ship Traction Systems
24. Booking Platforms (Blocks)
25. Pumping station's suction grantings
26. Steel covers for channels of water run-off.

B. In the area of Pier No.3:

1. Crane type KOCKS 15T
2. Crane type STOTHERT & PITT 50T
3. Channel covers
4. Electrical equipment of power supply to ships (within shafts of the pier).

C. In the preconstruction area (Pier 4):

1. Four (4) electrical bridge cranes on rails
2. Six (6) mobile sheds on rails
3. Bridge cranes on rails within the sheds
4. Metal steel preconstruction tables
5. Electrical equipment of power supply to ships (within shafts).

2. Remarks

The present invitation includes a brief and indicative description of the main transferred assets of HSY; a detailed description of all transferred assets is set out in the Bid Memorandum, which is in the form of a virtual data room (VDR) (hereinafter referred to as the "**Bid Memorandum**"), which constitutes an integral part of the present document.

3. Invitation terms

3.1. General

The Tender will be conducted, in accordance with the provisions of articles 73 et seq. of Law 4307/2014, the terms included in this invitation to a public tender (hereinafter, the "**Invitation**"), as well as the terms included in the Bid Memorandum. The participation in the Tender, through the submission of a binding offer, entails knowledge and acceptance of all the terms of the Invitation and the relevant Bid Memorandum, access to which will be granted to any interested party, after

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submitting an application for expression of interest and signing a confidentiality agreement, in accordance with Article 3.3. of the present document.

3.2. Participation requirement

3.2.1. The requirements provided for in the present invitation, in accordance with the provisions of articles 68 et seq. of Law 4307/2014.

3.2.2. The Prospective Bidder in the Tender may be a natural or legal person or association of persons, including consortia, which will have full legal capacity and will have been established and will operate lawfully in accordance with the law of the country of establishment.

3.2.3. In cases of submission of a bid by an association of persons or a consortium, each of its members is liable to HSY jointly and severally.

3.2.4. Insofar the Prospective Bidders have their residence or legal seat abroad, it is not required to have a Greek Tax Identification Number for the submission of their bid, in case, however, that one of them is the successful bidder, it shall have to carry out every necessary action for acquiring a Greek Tax Identification Number before executing the transfer agreement.

3.3. Grounds for exclusion

3.3.1. Bidders who fall into one or more of the following cases are expressly excluded and will not be accepted in the Tender:

(i) Specific grounds for exclusion (to ensure the absence of economic continuity, based on the provisions of the communication from the Commission on the recovery of illegal and incompatible State aid (2019/C247/01) (and in particular its sub-paragraph 4.3.2.1), and given that Special Administration is part of the implementation of European Commission Decision C (2008) 3118 of 2 July 2008 on the recovery of State aid from HSY (Official Journal EU 27.8.2009, L 225, 104) and enforcement of the judgment of the Court of Justice of the EU in the Case C-93/17, Commission vs Hellenic Republic):

a. Natural or legal persons related in any way, whatsoever, directly or indirectly with the existing shareholders of HSY. In particular, in the event that the shareholders of HSY are legal entities, the exclusion of participation also applies to natural or legal persons that are related to the shareholders in any way, whatsoever, directly or indirectly, up to the ultimate beneficial owner-shareholder.

(ii) General grounds for exclusion:

a. They are in bankruptcy, bankruptcy settlement, reconciliation, reorganization, liquidation, special liquidation, special administration, compulsory administration by liquidator or by the court, suspension or cessation of activity, dissolution or in any insolvency proceedings or other similar situation provided for by the national laws and regulations, as well as any Prospective Bidder for whom an application for inclusion in the above situations is pending or a relevant decision of a Court or other authority has been issued.

b. They submit bids, which have not been prepared in the way and with the content provided herein, or bids containing deficiencies or are conditional as well as alternative bids.

3.3.2. The application of one of the above situations to one of the members of the association or to one of the companies of the consortium constitutes a reason for exclusion of the association or consortium from the Tender.

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3.3.3. The non-existence of the above grounds for exclusion should exist at all stages of the process up until the execution of the transfer agreement. In any event, the Special Administrator is entitled to exclude from the procedure at any stage thereof any Prospective Bidder, if he concludes that any of the above reasons for exclusion apply thereto. The Special Administrator has the right to request at any stage of the process additional supporting documents to ascertain the non-existence of the grounds for exclusion. Refusal or omission of the Prospective Bidder to provide the relevant information and documents to the Special Administrator constitutes ground for exclusion from the process and a ground for the inadmissibility of his bid.

3.4. Participation in the Tender

Bids are accepted only for all the assets of the Tender and not for part of them. Bids submitted only for specific assets will be rejected as inadmissible.

3.5. Procedure and terms

3.5.1. Application for expression of interest

Any Prospective Bidder wishing to participate in the Tender should submit, up to one (1) working day before the closing date for the submission of bids, a written application for expression of interest at the headquarters of HSY at 3, Palaska Street, Skaramagkas, Postal Code 12461, tel. +30 212 107 0020, or via e-mail specialadministrator@hsy.gr to the attention of Mr. Stefanos Papadopoulos.

The relevant application for expression of interest should contain at least the following information about the Prospective Bidder:

1. In case the Prospective Bidder is a **natural person**:
 - a. name, address, Tax Identification Number, telephone and fax number, web page address (if any), e-mail address, ID identity card number or valid passport expiration date and number.
 - b. Solemn Declaration duly signed, stating that the person does not have the special ground for exclusion of par. 3.3.1 (i) of the present document. In the event that the Prospective Bidder is related in any way to the existing shareholders of HSY, it should additionally submit any relevant document proving its relation to them. In any case, the Special Administrator is entitled to request from the Prospective Bidder any document he deems expedient or necessary in order to check the non-compliance with the condition of the special ground for exclusion of par. 3.3.1. (i) of the present invitation.
2. In case the Prospective Bidder is a **legal entity**:
 - a. name, legal seat, GEMI number or equivalent foreign registry, Tax Identification Number, telephone and fax number, website address (if any), e-mail address (e-mail), as well as the names of the authorized representatives.
 - b. Legal documents and in particular: latest codified articles of association, documents of representation (announcement or certificate from GEMI or from any other equivalent foreign registry), certificate of changes from GEMI or from any other equivalent foreign registry,
 - c. Solemn Declaration duly signed by the legal representative or by another person specifically and duly authorized for this purpose by his competent bodies, which will state that the special ground for exclusion of par. 3.3.1 (i) of the present does not apply to him, as well as to the shareholders up to the ultimate beneficial owner. In the event that the Prospective Bidder is in any way related to the current shareholders of HSY, it must additionally submit any relevant document proving its connection with them. In any case, the Special Administrator is entitled to request from the Prospective Bidder any document he deems expedient or necessary in order to check the non-compliance with the condition of the special ground for exclusion of par. 3.3.1. (i) of the present.
3. In case the Prospective Bidder is an association of **persons or a consortium**:

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- a. full and exact name of the association of persons or consortium,
- b. all of the above under b) documents for each member of the association of persons or in the case of a consortium, all of the above under b) documents for the consortium
- c. in particular for the consortium, a consortium agreement, lawfully submitted to the competent administrative authorities.

3.5.2. Confidentiality agreement

After submitting the application for expression of interest, the Prospective Bidders should execute a confidentiality agreement, the binding text of which is determined exclusively by the Special Administrator.

3.5.3. Upon completion of the above process, as provided for by paragraphs 3.5.1. and 3.5.2., access to the relevant Bid Memorandum will be provided to Prospective Bidders, which is in the form of a virtual data room (VDR). Fulfillment of the conditions provided for by paragraphs 3.5.1. and 3.5.2. is mandatory for the participation of each Prospective Bidder in the Tender.

3.6. Place and way of submission of binding offers

3.6.1. To participate in the Tender, each Prospective Bidder must submit a written, stamped binding offer (hereinafter, the "**Bid**") either in person or through a duly authorized representative, in accordance with the terms hereof, no later than **Wednesday, 7.7.2021 and at time 11.00 am**, before the Special Administrator of HSY, at the legal seat of the latter, at 3, Palaska Street, Skaramagkas, PC 12461. For the avoidance of doubt, it is clarified that the submission of Bids by alternative means e.g. mail, email, registered mail, courier, etc. will not be accepted.

3.6.2. The Bids must be specific, including on the outside of the envelope the indication "**Public Tender for the sale of mobile equipment of the societe anonyme under special administration, with the trade name "HELLENIC SHIPYARDS SA"**".

3.6.3. All bidding documents should be submitted in hard copy as originals or certified copies where required by law.

3.6.4. All foreign public documents or documents bearing the signature or endorsement of a foreign judicial or public authority or notary or documents certified by a foreign public or judicial authority or notary, must bear an Apostille under the Hague Convention of 5 October 1961, unless they are exempted from this obligation by a specific applicable law, which the Prospective Bidder must specifically invoke.

3.6.5. If the Bid envelope contains confidential documents and / or information, such documents and / or information should be clearly marked as "**Confidential Information**". The relevant documents and / or information will be treated by the Special Administrator as confidential and will not be disclosed to any third party without prejudice to the possibility of the Special Administrator to reproduce and disclose them, for any purpose related to the Special Administrator's compliance with obligations provided for by the law. It is expressly clarified that these documents / information shall be attached to the Notary's unsealing deed provided below.

3.6.6. As a penalty for exclusion, no Bid document must contain reservations, terms, conditions or conditions not expressly provided in this Invitation.

3.6.7. Prospective Bidders are not allowed to retract or withdraw their Bid or part thereof. Otherwise, they will lose the right to be the successful bidder and the submitted letter of guarantee will be forfeited automatically, without any further formality or legal action.

3.6.8. The Special Administrator reserves the right to extend, at his discretion, the deadline for the submission of Bids until the ultimate date provided for by the law, namely up to 40 working days as of the publication of the present invitation, without this entailing any liability for the Special Administrator. In case of exercise of the above right by the Special Administrator, the publication of

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the extension of the deadline in accordance with the above will take place at least seven (7) working days before the new deadline.

3.7. Contents of the Bid

Prospective Bidders should submit with their offer the following:

(a) a (sub) file with the indication "Supporting Documents for Participation", which includes the required supporting documents on a case by case basis, in accordance with the provisions of this invitation,

(b) a (sub) file with the indication "Financial Bid", which includes the financial bid of the Prospective Bidder, in accordance with the provisions of this invitation and

(c) a (sub) file with the indication "Guarantee Letter for Participation", which will include the required letter of guarantee for participation, in accordance with the provisions of this invitation.

3.7.1. File of supporting documents for Participation

The file of Supporting Documents for Participation in each Tender should contain the following on a penalty of inadmissibility:

a) Legal documents - certificates – solemn declarations

1. In case the Prospective Bidder is a **natural person**:
 - a. Certificates from a competent administrative, public or other authority proving that they are not in bankruptcy, bankruptcy settlement, reconciliation, reorganization, simple liquidation, special liquidation, special administration, compulsory administration by liquidator or by the court, suspension or cessation of activity, dissolution or in any insolvency proceedings or other similar situation provided for by national laws and regulations, that no application has been filed for his inclusion in any of the above situations, nor has a relevant decision of a Court or other authority for inclusion in them has been issued. The certificates should be issued within the last six months prior to the submission of the bid.
 - b. In the event that one of the above certificates is not issued or the one that is issued does not cover all of the above cases, it is replaced by an affidavit provided before a notary or judicial authority or any other competent authority.
 - c. Social security clearance and tax clearance certificates, with a date of issuance later than the publication of this Invitation, which must be valid on the date of submission of the bid and which will certify that the participant has fulfilled its tax and social security obligations respectively in their country of establishment.
 - d. Solemn Declaration of Law 1599/1986 duly signed with authentication of the signature before a public or administrative authority, lawyer or notary, stating that it does not fall under any of the exclusion grounds of article 3.3. of the present invitation. The Solemn Declaration should be prepared according to the template contained in the Bid Memorandum.
2. In case the Prospective Bidder is a **legal entity**:
 - a. Recent valid codified articles of association, lawfully validated by the competent public or administrative authority;
 - b. Certificate of the competent administrative or judicial authority, as the case may be, regarding the initial registration of the company, as well as any changes that have occurred in the legal entity and its management bodies, with a relevant reference to the respective Official Gazette, issued in the last six months before the submission of the bid;
 - c. Certificate of valid representation, issued by the competent public or administrative authority, within the last six months before the submission of the tender;

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- d. Copy of the shareholders' book, duly signed by the legal representative of the legal entity;
 - e. Ultimate Beneficiaries Registry, duly signed by the legal representative of the legal entity, in accordance with the provisions of article 20 of law 4557/2018 or other similar legislation of the state of operation of the legal entity. To the extent that the Central Registry of Beneficiaries of par. 4 of article 20 of law 4557/2018 or a corresponding service of the state of operation of the legal entity is operating, the proof of registration to the relevant Central Registry of Beneficiaries should be also submitted;
 - f. Certificates of registration of shares up to the level of a natural person, issued by the competent public and administrative authority;
 - g. Solemn Declaration of Law 1599/1986 duly signed by the legal representative or by another person specially and lawfully authorized for this purpose by its competent bodies, in accordance with the provisions below, with authentication of the signature before a public or administrative authority, lawyer or notary, stating that it does not fall under any of the exclusion grounds of Article 3.3. of the present document. The Solemn Declaration should be drawn up according to the template included in the relevant Bid Memorandum.
 - h. Certificates from a competent administrative, public or other authority proving that the legal entity is not in bankruptcy, bankruptcy settlement, reconciliation, reorganization, simple liquidation, special liquidation, special administration, compulsory administration by liquidator or by the court, suspension or cessation of activity, dissolution or in any insolvency proceedings or other similar situation provided for by national laws and regulations, that no application has been filed for its inclusion in any of the above situations, nor has a relevant decision of a Court or other authority for inclusion in them has been issued. Certificates should be issued within the last six months prior to the submission of the bid.
 - i. In the event that one of the above certificates is not issued or the one that is issued does not cover all of the above cases, it is replaced by an affidavit provided before a notary or judicial authority or any other competent authority.
 - j. Minutes of the decision-making body (Minutes of the Board of Directors in the SA or decision of the administrators, meeting of the partners in the EPE, IKE, OE, EE): a) for the approval of participation and submission of bid for the tender b) for the appointment of a natural person who will sign the Tender and any other document that may be required for the legal participation of the legal entity in the tender in accordance with the terms hereof, and will represent the legal entity in the tender process, c) for the appointment of a proxy, provided that the power to be represented does not arise from the articles of association or any other act that has been published.
 - k. Social security clearance and tax clearance certificates, with a date of issuance later than the publication of this Invitation, which must be valid on the date of submission of the bid, that will certify that the participant has fulfilled its tax and social security obligations respectively in the country of establishment.
3. In case the Prospective Bidder is an **association of companies** or a **consortium**:
- a. All the above documents under 1 and 2 for each member of the association of companies or of the consortium.
 - b. The consortium formation agreement, lawfully filed, provided that the Prospective Bidder is a consortium.
 - c. It is noted that, in the case of association of companies, the minutes of the decision-making body of each member of the association should include all the items mentioned in point 2 above, and in addition should approve the participation of the legal entity in this Tender as a member of the association, to state the percentage of participation in the association and to appoint the common legal representative who will represent the association before HSY.
4. In case the Prospective Bidder is a **foreign natural** or **legal person**:

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- a. All the above on a case by case basis (depending on whether it is a natural or legal person or an association of companies or a consortium) supporting documents.
- b. If one of the above documents or certificates is not issued in a country or those that are issued do not cover all the above cases, they can be replaced by an affidavit of the Prospective Bidder or the legal representative of the Prospective Bidder (if it is a legal entity) issued from a notary public, or the competent public or administrative or judicial or other authority of the State of establishment of the Prospective Bidder, or where no affidavit is provided, a declaration on oath, solemn declaration of the Prospective Bidder or the legal representative of the Prospective Bidder (if it is a legal entity) before a competent administrative or judicial authority or a notary of the State of its establishment.

b) Binding offer letter

The letter of binding offer is prepared according to the template of the Bid Memorandum, and states, amongst others, that the participants are fully informed about the legal and real situation of the sold assets of HSY, that they fully and unconditionally accept the terms of the Tender. The letter of binding offer should be signed by the Prospective Bidder (if it is a natural person) or by its legal representative or its legally authorized representative (if it is a legal person) and receive an authentication of the signature from a public or administrative authority, lawyer or notary.

3.7.2. Financial Bid File

The Financial Bid file must explicitly state the **price** offered, numerically and in full, and contain the explicit commitment of the Prospective Bidder that he will pay the full price in cash, upon signing the transfer contract for the transferred assets when requested from the Special Administrator. The offered price should correspond to all the sold items, of each Tender. Bids containing a price for certain assets shall be rejected as unacceptable. Financial Bids should be drafted in accordance with the Financial Bid Draft included in the Bid Memorandum.

3.7.3 File of the Letter of Guarantee

To be admissible, the Letter of Guarantee file must include a Letter of Guarantee equal to the proposed consideration, issued by a financial institution lawfully operating in a Member State of the European Union and/ or the Organization for Economic Co-operation and Development (OECD), valid until the appropriate, full and complete payment of the price, by virtue of article 75 of Law 4307/2014. Letters of guarantee should be drafted in accordance with the relevant template included in the Bid Memorandum.

A letter of guarantee drafted in a language, other than Greek, should be obligatory accompanied by an official translation into Greek (by a lawyer or the Ministry of Foreign Affairs).

The Letters of Guarantee of the first two (2) successful bidders of the Tender, shall be returned upon the execution of the transfer agreement and the full and complete payment of the price, while the rest shall be returned to the Bidders after the opening of the Bids.

In case of non-attendance for the execution of the transfer agreement and in case the documents required for the execution of the transfer agreement are not produced, the letter of guarantee shall be forfeited in favor of HSY, without any further formality.

3.8. Language of the Bid

Each Bid, as well as the produced supporting documents and in general all the documents required in the context of this Tender should be drafted in Greek.

Documents issued or drafted in a language other than Greek should be accompanied by an official translation (by a lawyer or the Ministry of Foreign Affairs) and must bear an Apostille under Hague Convention of 5 October 1961 or a corresponding stamp of the consulate, if the Prospective Bidder is established in a non-Contracting State.

3.9. Sale of assets - Liability of Special Administrator

3.9.1. It is expressly clarified that all the information included in the Invitation and the Memorandum, as well as the general information and documents provided by the Special Administrator and / or HSY and / or their representatives and advisors, in the context of the Tender, aim to help bidders prepare and submit their bid. This material is provided for information purposes only and is indicative and not exhaustive, and is not in any event intended to provide technical or legal advice, or warranties of any kind, such as business plans, possibilities for utilization, financial needs for the development of the investment, etc. The Prospective Bidder fully assumes the business and any other risk associated with its participation in the Tender and the execution of the transfer agreement in the event that it is announced as the successful bidder.

3.9.2. The Special Administrator or the Company under special liquidation shall not bear any responsibility for any ambiguity, inaccuracy or omission of the present or the Bid Memorandum, as well as for any real or legal defects for the existence or not of accompanying documents for the assets to be transferred or licenses or the lack of any property of the assets described herein. Consequently, no term of the present or of the Bid Memorandum may be construed as a statement or guarantee, express or implied, as to the accuracy and completeness of the contents of the Bid Memorandum or any other document. In addition, no claim whatsoever of the Prospective Bidders is created against the Special Administrator and/ or the Company (e.g. for filling in deficiencies, price reduction, withdrawal, compensation due to non-performance of the agreement, etc.), the Articles 335 et seq., 516 et seq. and 537 et seq. of the Civil Code being not applicable to the present transfer). Likewise, the Special Administrator and HSY have no obligation to update the Bid Memorandum or to correct inaccuracies or omissions in it.

3.9.3. The submission of a binding offer entails the unconditional acceptance of all the terms of the present Invitation and the Bid Memorandum. The Special Administrator and HSY bear no responsibility or liability towards the participants in the sale process arising from their participation in the Tender, the evaluation of bids, the identification of the successful bidder and in general for any other decision regarding this process and its implementation. The participation in the Tender does not in any case grant to the Prospective Bidders the right or claim for compensation from HSY and/ or the Special Administrator for any reason or cause related to the Tender, even in case of cancellation, annulment, postponement or extension of the Tender or any modification of its terms for any reason. The submission of a bid constitutes an irrefutable presumption for the waiver of the Bidders from any right for withdrawal, reversal of sale, reduction of the price.

3.9.4. The transferred assets are sold and transferred "as they are and where they are located", *i.e.* in their factual and legal status at the date of execution of the transfer agreement. HSY is not responsible for any factual or legal defects in the assets sold or for the lack of agreed-upon properties. The Prospective Bidders should state in their Bid that they have been informed about the legal and factual situation of the assets sold by HSY. Each Prospective Bidder should carry out an independent legal and technical audit or any other type of audit that may be required, with its own diligence, means and costs, in order to verify the legal and factual status of the assets sold.

3.9.5. The Special Administrator and HSY do not bear any responsibility in case that the execution of the agreement is in any way delayed or proved to be impossible.

3.9.6. Any dispute arising from and/ or related to the present Invitation and the Tender will be governed by Greek law and shall fall within the exclusive jurisdiction of the courts of Athens, Greece.

3.10. Presumption from Participation in the Process

3.10.1. The participation in the Tender constitutes an irrefutable presumption that the Prospective Bidders have received full knowledge of the present invitation, the documents included in the Bid Memorandum and the applicable legislation.

3.10.2. It is also an irrefutable presumption that the Prospective Bidders have received full knowledge of the legal and factual status of the sold assets of HSY and that they have studied all the information included in this Invitation and the Bid Memorandum.

3.10.3. Finally, the participation in the Tender constitutes an irrefutable presumption that the Prospective Bidders fully, unconditionally and irrevocably accept all the terms and conditions of the present as well as the Bid Memorandum. The submission of a Bid in the Tender does not give rise to a right of ratification.

3.11. Opening of Bids

3.11.1. The opening of the Bids that will be submitted in the Tender, shall be carried out by the Special Administrator, immediately after the expiration of the deadline for submission of Bids, at the registered seat of HSY located at Haidari, at 3, Palaska Street and before a notary public, who will draft the relevant opening report.

3.11.2. During the opening of the Bids of the Tender, those who have timely submitted a binding offer shall be entitled to attend and sign the relevant opening report to be prepared. After the completion of the submission and opening process according to this Invitation, a comparative evaluation of the bids shall follow and the Special Administrator shall draft a relevant report which will indicate the successful bidder of each Tender. The report shall be notified to those who have lawfully submitted bids and will be submitted to the bankruptcy court together with a relevant application for acceptance, in accordance with the provisions of paragraph 7 of article 73 of Law 4307/2014.

3.12. Process costs

All costs and expenses of any kind for the participation in the Tender, the transfer and any other deed provided for the realization and completion of the transfer (indicatively including, the fees and rights of notary, lawyer, bailiff, land registry agent, VAT and other taxes etc.), are borne exclusively by the interested buyers and the successful bidder respectively.

3.13. Transfer Agreement

3.13.1. The transfer agreement shall be executed before a notary, after accepting the relevant report of the Special Administrator by the competent court of the provisions of paragraph 1 of article 69, namely the Single-Member Court of First Instance of Athens, in accordance with the provisions of articles 73 par. 7 and 74 of Law 4307 / 2014.

3.13.2. A condition for the execution of the transfer agreement is the non-existence of the special grounds for exclusion of par. 3.3.1 (i) on behalf of the Prospective Bidder. To verify this condition, the Prospective Bidder should re-submit the following supporting documents:

1. In case the Prospective Bidder is a **natural person**
 - a. Solemn Declaration duly signed stating that the person does not fall under the special grounds for exclusion of par. 3.3.1 (i) hereof.
2. In case the Prospective Bidder is a **legal entity**
 - a. Copy of the shareholders' book, duly signed by the legal representative of the legal entity
 - b. Ultimate Beneficiaries Registry, duly signed by the legal representative of the legal entity, in accordance with the provisions of article 20 of Law 4557/2018 or other similar legislation

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of the state of operation of the legal entity. To the extent that the Central Registry of Beneficiaries of par. 4 of article 20 of Law 4557/2018 or a corresponding service of the state of operation of the legal entity is operating, the proof of registration with the relevant Central Registry of Beneficiaries should be also submitted.

c. Certificates of registration of shares up to the level of a natural person, issued by the competent public and administrative authority,

d. Solemn Declaration duly signed by the legal representative or by another person specially and lawfully authorized for this purpose by its competent bodies, stating that both itself as well as its shareholders up to the level of a natural person, in case of legal entities, do not fall under the exclusion ground of par. 3.3.1 (i) as a Prospective Bidder.

In the event that at this stage it is ascertained that the special grounds for exclusion apply, the Prospective Bidder shall be excluded from the process, the letter of guarantee shall automatically be forfeited, without any further formality and the Bid will be awarded to the second successful Bidder.

4. DRAFT TRANSFER AGREEMENT

4.1. The following is a draft transfer agreement, in accordance with the provisions of paragraph 5 of article 73 of law 4307/2014.

4.2. The text of the transfer agreement, which is set out below, is not subject to comments, amendments, negotiations, reservations or conditions regarding its terms. HSY reserves the right, however, to amend and/ or supplement the terms of the transfer agreements, so that they comply with the applicable legislation. HSY is not liable to the successful bidder and the latter has no right to claim compensation for any amendments to the text of the transfer agreement. The conduct of the Tender, as well as the transfer contract are governed by Greek Law.

4.3. The structure and the formal elements of the transfer agreements shall be subject to amendments depending on the Tender, the sold assets, the necessary certificates, etc..

NUMBER

A) SALE AND PURCHASE OF ASSETS OF THE SOCIETE ANONYME UNDER SPECIAL ADMINISTRATION UNDER THE TRADE NAME "HELLENIC SHIPYARDS SA"

FOR EURO

B) PAYMENT DEED AND CERTIFICATION OF FULFILLMENT OF THE OBLIGATIONS OF PURCHASER.

*In Skaramagas, Attica today at(.....) of the month of the year two thousand (202...), day, and at the offices – registered seat of the company "HELLENIC SHIPYARDS SA", which is under special administration, according to the provisions of articles 68 et seq. of Law 4307/2014, located at 3, Palaska Street, where I was called for the drafting and executing of the present deed, before me, the notary public and resident of Athens of, with residence in, with tax identification number of the tax office of were presented the following non-exempted from the law, from the one side **a) Christodoulos Seferis**, son of Konstantinos and Despina, certified auditor, born in Lagos, Nigeria in 1959, resident of Markopoulo Attica, 36, Ethnikis Antistaseos Street, holder of the United Kingdom of Great Britain passport with number 548068679/ 29.9.2018, which expires on 29.10.2017, with tax registration number 0766446849 of the Tax Office of Koropi, who is present and acts exclusively as Special Administrator and legal representative of the under special administration in accordance*

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with the provisions of Law 4307/2014 art. 68 et seq., societe anonyme with the trade name "SOCIETE ANONYME HELLENIC SHIPYARDS", located in Skaramagas, Attica and at 3, Palaska Street, with tax registration number 094004293 of the Tax Office FAE of Athens and with G.E.M.I. number 239301000 (former MAE No. 441 / 01ΔΤ / Β / 86/38 (2004)). This company was initially established under the trade name "Shipyards Societe Anonyme" by virtue of the notarial deed with number 91/1957 of the Athens notary public Sofia Panagi Nertikopoulou, and was registered with the Register of Societes Anonymes of the Ministry of Commerce, pursuant to the decision with number 3195/168/26.1.1957 of the Minister of Commerce, by virtue of which its establishment permission was provided and its articles of association were approved, which were published in the Government Gazette 21 / 21.1.1957 (SA and Ltd. Issue), a copy of which has been attached to the notarial deed of mine with number and which after successive amendments was subsequently amended and codified in a single text pursuant to the decision of the Ordinary General Meeting of its shareholders dated 20.12.2011, which was registered with the Registry of Sociétés Anonymes of the Prefecture of Athens on 19.4.2012 after the decision of the Prefect of Athens number 2810/2012, by virtue of which the above amendment was approved, an announcement of the registration of which with the above register was published in Government Gazette 2909 / 26.4.2012 (SA and Ltd. Issue), a copy of which as well as of the codified articles of association in force, bearing the digital signature and seal of G.E.M.I. being lawfully attached to my notarial deed with number Finally, by virtue of decision no. 725 / 8.3.2018 of the Single Member Court of First Instance of Athens (Non-contentious proceedings), lawfully published in G.E.M.I. by virtue of the announcement with number 2283/ 09.03.2018, a copy of which has been attached to my notarial deed with number the above company was placed under the Special Administration of articles 68 et seq. of Law 4307/2014, Konstantinos Margaritis was appointed as Special Administrator, and then with the decision with number 2270/2019 of the Single Member Court of First Instance of Athens, a copy of which is attached to my deed with number which was lawfully published in summary in the General Commercial Registry (G.E.M.I.) on 10.10.2019, with Registration Code Number (KAK) 1917714, pursuant to the relevant announcement with prot. no. 6143/ 10.10.2019 , a copy of which has been attached to my notarial deed with number , the replacement of the above special administrator (and already deceased) and the appointment of Christodoulos Seferis of Konstantinos were ordered, who appeared in the present agreement, as a temporary special administrator, until a final decision is issued on the above application) and this above mentioned temporary order remained in force until the issuance of a decision of the above application with General Filing No (ΓΑΚ). 40536/2018 with the excerpt of the Political Cases Registration Board of the Court of First Instance of Athens, which was registered with the G.E.M.I. Department of E.V.E.P. with the announcement with number 4887/ 13.6.2018, a copy of which is attached to my contract with number 642/2020.

By virtue of decision with number 2270/2019, the above Court (Single Member Court of First Instance of Athens-Department of Non-contentious proceedings) which was registered with G.E.M.I. Department of E.V.E.P. with KAK 1917714, legally published in G.E.M.I. by virtue of the announcement with number 6143/ 10.10.2019, a copy of which is attached to my contract with number 642/2020, Christodoulos Seferis, who appeared in the present agreement, was appointed to replace the initially appointed and already deceased Konstantinos Margaritis, as special administrator of HSY, while according to an explicit and solemn declaration of the latter, he remains to this day the legal representative of the above company for the conduct of the above special liquidation and the company is active and has not been dissolved for any cause and reason, and this company will be hereinafter referred to as the "**SELLER**", and from the other side, born the year , resident street number, holder of the identity card with number of the Police Department of and the tax identification number of the Tax Office of, acting in the present agreement as an administrator and legal representative of the company with the trade name "....." and with the distinctive title ".....", with its registered seat at, .. and on the street number, with tax identification number of the Tax Office of. and with G.E.M.I. number This company has not been dissolved or placed in a state of bankruptcy, reconciliation/ consolidation, bankruptcy settlement, special

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liquidation, special administration, compulsory administration or other similar situation, nor has an application been submitted for its inclusion in any of the above procedures by express declaration of its representative here, and will be hereinafter referred to as the "**BUYER**".

The above parties, as they are present and represented, after stating to me that they are able to read and write and that they are not unable to sign for any cause and reason, requested the drafting of the present agreement, with which they declared, agreed and accepted the following:

The SELLER stated that it has acquired and has in its immediate, complete, exclusive and undisputed ownership, control and possession the following assets, namely:

-NOTE THE FULL DESCRIPTION OF THE TRANSFERRED ASSETS OF THE TENDER IS INCLUDED-

That in accordance with the provisions of articles 68 et seq. of Law 4307/2014 and pursuant to the invitation to a tender dated, the SELLER announced a Public Tender to be awarded to the highest bidder for the sale of mobile equipment of the societe anonyme under Special Administration with the trade name "SOCIETE ANONYME HELLENIC SHIPYARDS". The relevant invitation for the conduct of this Tender has been registered with the General Commercial Registry of Societes Anonymes (G.E.M.I.) of the Piraeus Chamber of Commerce and Industry (E.V.E.P.) on with Registration Code Number, according to the announcement of registration of the General Commercial Registry of the Piraeus Chamber of Commerce and Industry with prot. no, a copy of which are annexed herein, and further has been published in the Bulletin of Court Publications with sheet numberof..... as well as in the pages of the daily newspapers "..... .." and "..... .." of, which are annexed herein, whereas it was published on the website of the Independent Public Revenue Authority on, as well as on the website of the company on, the proofs of the above publications are also annexed hereto.

That this declaration included the data required by the provisions of article 73 of Law 4307/2014, as well as the option of the Prospective Bidder to inspect the assets to be sold and then to submit at the registered seat of the company under special administration and before the special administrator a written and sealed binding offer, accompanied by a letter of guarantee of equivalent value from the Bank. In the same public invitation, the deadline for the submission of bids and their opening was set at and time, at the seller's registered seat.

That on for the acquisition of the assets of HSY sold by virtue of the above invitation, written binding offers were submitted, accompanied by the necessary letters of guarantee, after the opening of which on the from the other side contracting party of the present agreement BUYER was declared as successful bidder for the above under sale assets for a bidding amount and offered price

That the special administrator submitted on before the Single Member Court of First Instance of Athens, the Application dated for the acceptance of the report of the special administrator dated, on the nomination of the successful bidder, in accordance with the provisions of articles 73 par.7 & 74 of Law 4307/2014), on which the decision with number/..... of the above court was issued, which declared as the successful bidder the contracting buyer of the present deed.

With its written invitation dated, addressed to the successful bidder, the SELLER invited the latter to execute the present agreement and at the same time to pay the offered price in cash upon the execution of the present agreement.

Already today with my contract, the above mentioned seller HELLENIC SHIPYARDS SA, as legally represented, **sells, grants, transfers and relinquishes in full ownership, control and possession** the assets belonging to it as described in detail above and with all its personal and factual rights and the orders of control and possession and the relevant lawsuits and objections, to contracting buyer for the above amount of the tender and price of Euros (.....) which is considered fair, reasonable, true and corresponding to the market value of

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the above assets and which price was paid by the BUYER through its representative and received by the SELLER [with the number..... equivalent crossed check of ordered to the SELLER].

-NOTE. THE METHOD OF PAYMENT OF THE PRICE IS DESCRIBED-

Following the above, the SELLER stated that:

a) it transfers the above assets of the Tender, as these are described in detail above and as they are and where they are located today, both in terms of factual and in terms of legal relations and mainly regarding the rights, encumbrances etc thereon, the SELLER has no responsibility whatsoever towards the BUYER for any legal or factual defect thereof, for any in general encumbrance, debt, precautionary or compulsory attachment, claim, third-party claim, rights of third parties, any quarrel and dispute and any obligation to describe them, for the validity of their acquisition by the seller company under special administration, the BUYER resigning hereby from all its rights for legal or factual defects of the assets of the Tender transferred to it by virtue of the present, as well as of those provided for by in articles 516, 537 and seq. of the Civil Code.

The BUYER through its representative agreed and accepted all the above and stated that: a) it accepts the sale and transfer of the above assets to it, and declared that it received them in full ownership, control and possession in their current legal and factual state b) that has carried out the necessary legal and technical inspections, examined the assets sold and found those of its absolute liking and suitable for the purpose for which they are intended, c) recognizes as valid, effective and inviolable the process of the above tender, d) is fully informed about the legal and factual state of the assets for sale and waives any right to raise claims against the special administrator and against the SELLER for any deficiencies thereof; e) from the execution of the present deed the SELLER bears no responsibility for any deterioration of their condition for any reason, including force majeure, and (f) waives any right thereof to infringe, terminate or cancel my deed, for any formal or substantive reason and cause, even for the reasons set out in Articles 178, 179 and 388 of the Civil Code.

Special Administrator Statement Regarding the Payment of the Price and the Certification of Fulfillment of the Obligations of the Buyer:

Following the above agreed and mutually accepted by the parties, the special administrator, and the SELLER, each one declares in accordance with the provisions of article 75 of Law 4307/2014, that:

a) It received in the above manner from the BUYER the entire total price of euros, following the transfer to it of the assets, in full and complete payment of the proposed and achieved consideration during the course of the bidding process, and no longer has any claim from the BUYER for this reason,

b) It was paid in full and completely by the successful bidder company for the entire price ofeuro achieved during the Bidding process which was paid for the sale and transfer of the above assets in a timely and appropriate way to the seller company under special administration,

c) It is alienated and expropriated from every general title and right of ownership, control and possession on the above sold assets.

d) Recognizes the BUYER as a perfect and exclusive owner, controller and possessor of all the sold assets, who from now may own, control and dispose of them, freely and with full and absolute ownership right.

e) After the full payment of the price on the terms agreed and mutually accepted with this contract, it certifies the fulfillment of the obligations of the successful bidder company in order for my present deed to constitute and serve as a final award and summary report according to the provisions of articles 1003 et seq. of the Code of Civil Procedure and of article 75 of L.4307/2014 for the legal effects of the transfer of the above assets to the name of the BUYER.

The above Contracting Parties, as present and represented, have declared, further mutually accepted and agreed on the following in relation to the present sale:

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a) any debts, compensations, taxes, contributions, common expenses, or other fees and amounts and other charges related to the transferred assets, as well as any claims related to the above and/or their use (indicatively, claims of third parties, fines or fees), whether legal or not and whether they have been born before the signing of this or later, they are of the responsibility of the BUYER, b) all costs of sale and transfer of the sold assets and any other transaction provided for the completion of their transfer with this present deed, including indicatively the fees and rights of notary, lawyer, VAT both the initial as well as the one which may be imposed after the audit by the competent Tax Office, registration costs and any other expenses, are borne exclusively by the BUYER, c) In case the special administrator is called upon as jointly responsible to pay any amount for VAT or any other fee, tax, levy or other cost or expense before any authority relating to this transfer deed, the BUYER will be obliged, upon written notice, to pay either directly to the competent Authority or to the SELLER the amount ultimately imposed, unless it is obligatory to pay it earlier, in which case the BUYER will be obliged to pay it immediately, with the legal representative of the SELLER being entitled to collect from the BUYER any such amount that will concern any of its above obligations, by any legal means and by enforcement of this contract of mine, which is declared by the parties as an enforceable and cleared title and for this cause. d) recognize this sale as valid, effective and unviolable and waive the right to challenge or violate or cancel it and this contract for any formal or substantive reason and cause and for the reasons set out in Articles 178, 179 and 388 of the Civil Code and from any relevant action and objection.

It is noted that, according to the provisions of article 75 of Law 4307/2014, the Transfer Agreement has the status of a final award of articles 1003 et seq. of the Code of Civil Procedure, and the statement of the special administrator on Certification of Fulfillment of Obligations of the Successful Bidder is equivalent to a summary report of the award of article 1005 of the Code of Civil Procedure.

It is noted that I asked the parties, as they are presented and represented, in accordance with the provisions of par.2 of article 4 Law 3227/2005 if they are judicial or prosecutorial officials or if they are the spouses or children of such officials and they responded negatively

The parties, as they are present and represented, according to the decision with number DIADP / A1 / 18368 / 25.9.2002 of the Minister of Interior, Public Administration and Decentralization (Government Gazette 1276 / 1.10.2002 t.B) declared to me, the notary, each one at their own responsibility and being aware of the sanctions provided by the provisions of par. 6 of article 22 of Law 1599/1986 according to which "Whoever knowingly declares false facts or denies or conceals the truth with a written solemn declaration of article 8 is punished with imprisonment of at least three months. If the perpetrator of these acts intended to offer himself or another property benefit, harming a third party or intended to harm another, it is punished with imprisonment of up to ten (10) years " that: a) the registered office of the companies they represent and their permanent residence are those mentioned at the beginning of this document

According to the provisions of article 75 of L.4307 / 2014, as amended and in force, the transfer deed is not required, by way of derogation from any general or special provision, to mention or attach certificates of tax administration of any form or use, or any other public service, organization or company or the Local Authorities. of any degree, nor certificates or responsible statements of third parties, stipulated in any provision of law.

Exceptionally attached to the present deed

-NOTE THE APPENDICES ARE INCLUDED -

*The above statements of the parties were registered in this contract which was written in
.. sheets after additional margins left at their request. A stamp duty of euro was affixed
..... .. for the original and euro for the copies. For the rights of the present with
two (2) copies the total amount of euros was received out of which for the
original euro for my transport away from my registered seat euro for copies euro
..... .. and stamp duty euro On the rights collected the amount of euros*

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*.. VAT 24% was collected euro on my rights calculated on the amount of euros
... On the amount of Euro a tax of 20% of the amount of Euro was withheld.*

This contract was read out to the parties, clearly and loudly, who as they are present and represented, listened to it, confirmed it, agreed to its content and signed it, along with me, the notary, as required by law.

THE PARTIES

THE NOTARY

For more information regarding the procedure, interested parties are kindly requested to contact the representative of the special administration Mr. Stefanos Papadopoulos, tel. +30 212 107 0020, (by e-mail specialadministrator@hsy.gr)

Scaramangas, June 3, 2021

The Special Administrator

Christodoulos Seferis