



ESIF EAFRD Greece Fund of Funds – INDICATIVE TERMS AND CONDITIONS OF THE GUARANTEE

This summary term sheet is for information purposes only. This document is an outline of the indicative principal terms and conditions for the product described herein, which are subject to change and non-exhaustive.

This document is intended to provide a basis for discussions and does not constitute a recommendation, a solicitation, an offer or a binding commitment – either implicit or explicit – on the part of the European Investment Fund (EIF) and/or any other person to enter into one or more transaction(s). Any finance commitment by EIF can only be made, inter alia, after appropriate approval, conclusion of legal due diligence and finalisation of the required legal documentation. EIF does not act as adviser to you or owe you any fiduciary duty. EIF does not make any representations or warranties (whether explicitly or implicitly) with respect to the information contained in this document.

1. OVERVIEW

The ESIF EAFRD Greece objective is to provide better access to finance for Final Recipients through loss protection provided by EIF to selected Financial Intermediaries via a capped guarantee (the “Guarantee”) for portfolios of new loans and financial leases (“Final Recipient Transactions”), financing investments by Final Recipients in the agricultural sectors in Greece.

EIF and each selected Financial Intermediary will enter into a Guarantee Agreement setting out the precise features (e.g. Guarantee Cap Rate, Eligibility Criteria for Final Recipient Transactions, Transfer of Benefit mechanisms).

The Maximum Portfolio Volume allocated to a selected Financial Intermediary will be made available in tranches of Agreed Portfolio Volume, via an Agreed Portfolio Volume increase notice to be sent by EIF at its sole discretion, following the Financial Intermediary’s achievement of pre-set levels of Actual Portfolio Volume, i.e. of cumulative loan principal disbursements under Final Recipient Transactions included in the Portfolio.

The Guarantee Rate will cover 80% of each Final Recipient Transaction included in the Portfolio, up to a Guarantee Cap Amount that is a function of a Guarantee Cap Rate. Defaults are covered in respect of Final Recipient Transactions included in the Portfolio, up to an amount equal to the Guarantee Cap Amount (i.e. Actual Portfolio Volume x Guarantee Rate x Guarantee Cap Rate). The Guarantee Cap Rate may be up to 35% and it will be determined based on the expected risk profile of the Portfolio, after the completion of each Financial Intermediary’s selection phase, and set out in the Guarantee Agreement.

The recoveries on the defaulted Final Recipient Transactions will be shared *pari passu* by the Financial Intermediary and the EIF pro rata to the Guarantee Rate (i.e. 80%) and the EIF share of the recoveries shall replenish the available Guarantee Cap Amount.

The Guarantee Agreement is structured (inter alia) to achieve compatibility, subject to the relevant regulator’s views and any national legal and regulatory requirements, with regulatory capital relief in accordance with Regulation (EU) No 575/2013.

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The origination, servicing and recovery processes of the Portfolio are delegated by EIF to the selected Financial Intermediaries, which will manage and service the Portfolio in accordance with their standard credit and collection policy.

The Financial Intermediaries shall ensure that the benefit of the Guarantee which will be free of charge is passed on to the Final Recipients, and shall propose concrete measures to do so in the Expression of Interest, to be further analysed by EIF during the selection process. The proposals should seek to quantify the risk covered for free by the Guarantee and pass such benefit to the Final Recipients in the form of higher risk taking through, for example, lower interest rates, lower collateralisation levels, etc, in each case as compared to what would typically be required in accordance with the standard credit and collection policy of the Financial Intermediaries applicable to comparable borrowers/loans.

2. Indicative Terms and Conditions of the Guarantee	
A – General terms	
Guarantee Agreement	The agreement entered into between the Guarantor and a Financial Intermediary setting out the terms and conditions of the Guarantee.
Guarantor	The European Investment Fund (EIF).
Financial Intermediary	The beneficiary of the Guarantee, following selection by EIF in accordance with the Call. Financial institutions eligible for the selection process include any entity (including financial or credit institutions, investment funds or other financial intermediaries, whether public or private), duly authorised to carry out lending or leasing activities in Greece according to the applicable legislation. Such institutions shall comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism and tax fraud to which they may be subject, shall not be in an Exclusion Situation ¹ .
Structure of the Guarantee	The Guarantee issued by EIF provides credit risk coverage on a transaction-by-transaction basis for the creation of a portfolio of loans or leases (“Final Recipient Transactions”) granted to Final Recipients. The guarantee shall cover losses incurred by the Financial Intermediary in respect of each Final Recipient Transaction for which a Credit Event has occurred. The Defaulted Amount is based on the outstanding exposure of the Final Recipient Transaction at the time of the Credit Event, multiplied by the Guarantee Rate, subject to the Guarantee Cap Amount.
FI Risk Retention	The Financial Intermediary undertakes, at all times until the expiration of the Guarantee, that it shall comply with the FI Risk Retention, i.e. it shall maintain an economic exposure of at least 20% of the outstanding principal amount of each Final Recipient Transaction (the “Relevant Portion”) included in the Portfolio, and it shall not enter into any credit support, guarantee or other risk transfer arrangements with respect to the Relevant Portion.

¹ Means any of the situations set out in Appendix 2 of Annex I to the Call.

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Origination and Servicing	<p>The Financial Intermediary shall inter alia (i) originate and monitor the eligible Final Recipient Transactions and (ii) perform the servicing of the Portfolio, including monitoring and recovery actions (including the enforcement of any security), in each case in accordance with its standard procedures and policies.</p> <p>The Financial Intermediary shall not make any amendments to its credit and collection policy that may adversely affect the operation, performance or monitoring of the Guarantee Agreement, without prior written consent of the Guarantor.</p>
Guarantee Fee	The Guarantee is free of charge.
Guarantee Rate	80% on each Final Recipient Transaction.
Guarantee Cap Rate	<p>A percentage up to 35% of the portion (i.e. 80%) of the Actual Portfolio Volume covered by the Guarantee. It shall be determined by EIF after having performed its due diligence/analysis of the Expression of Interest and shall reflect EIF's estimation at that time of the expected losses and part of the unexpected losses of the Portfolio to be covered under the Guarantee. It shall be set out upfront in the Guarantee Agreement.</p> <p>If the Guarantee Cap Rate exceeds 25%, it will not be possible to also deploy the EFSI CP resources, meaning that the portfolio volume that can be made available would be smaller in that case.</p>
Guarantee Cap Amount	An amount at which the obligation to pay under the Guarantee is capped, which is the maximum liability under the Guarantee and is calculated at Financial Intermediary portfolio level as the product of i) the Actual Portfolio Volume, ii) the Guarantee Rate, and iii) the Guarantee Cap Rate.
Defaulted Amounts	<p>Means:</p> <ol style="list-style-type: none"> 1. Principal and/or interest (excluding late payment or default interest, capitalised interest, fees and other costs and expenses and excluding any interest amounts which accrued after a period of 90 days from the occurrence of a Credit Event) due, payable and outstanding at such time following occurrence of either a Final Recipient Transaction Default or a Final Recipient Transaction Acceleration, or 2. Any reduction in principal and/or interest amounts due (excluding late payment, default interest, capitalised interest, fees and other costs and expenses) as a result of a Final Recipient Transaction Restructuring. <p>Defaulted Amounts are covered at the Guarantee Rate, and subject to the Guarantee Cap Amount.</p>
Guarantee Coverage Period	The Guarantee will cover Defaulted Amounts that have occurred during a period of up to 15 (fifteen) years, as further specified in each Guarantee Agreement, provided that it shall in no case extend beyond 31 December 2035.
Credit Event: Final Recipient Transaction Default	<ol style="list-style-type: none"> 1. The Financial Intermediary considers at any time (acting reasonably in accordance with its internal procedures) that a Final Recipient is unlikely to meet its payment obligations under a Final Recipient Transaction (without recourse by the Financial Intermediary to actions such as realisation of security); or 2. a Final Recipient has failed to meet a payment obligation for at least 90 consecutive calendar days under a Final Recipient Transaction.

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Credit Event: Final Recipient Transaction Acceleration	Unless otherwise specified in the specific terms of the Guarantee Agreement, the occurrence of an event of default (howsoever defined) under a Final Recipient Transaction which has entitled the Financial Intermediary to accelerate payment of any amounts owed to it and the Financial Intermediary has exercised such right of acceleration (or is prevented from exercising such rights of acceleration solely by application of mandatory laws and regulations preventing or staying the exercise of such right).
Credit Event: Final Recipient Transaction Restructuring	Unless otherwise specified in the specific terms of the Guarantee Agreement, the Financial Intermediary, acting in a commercially reasonable manner and in accordance with its standard internal procedures, agrees to the restructuring of a Final Recipient Transaction such that the amount of principal scheduled to be paid, and/or any interest amount due, by the relevant Final Recipient is reduced, in order to improve the collectability of the claims arising from the relevant Final Recipient Transaction.
Payment Demands	<p>The Guarantor shall pay any amounts claimed by the Financial Intermediary within 60 calendar days of the relevant Payment Demand date. Payment Demands may be sent before, during or after the workout/recovery procedures in respect of a Final Recipient Transaction.</p> <p>Payment Demands shall be in respect of Defaulted Amounts relating to Final Recipient Transactions included in the Portfolio; the Defaulted Amounts (not necessarily the Payment Demands) have to be reported to the Guarantor by not later than the second Report Date following the calendar quarter in which such Defaulted Amounts have occurred.</p> <p>One Payment Demand may be sent for each calendar quarter, provided it is sent during the period from the last day of each calendar quarter to the following Report Date (a "Payment Demand Period").</p>
Recoveries	<p>Each and every amount, net of recovery and foreclosure costs (if any), recovered or received by the Financial Intermediary in respect of Defaulted Amounts, including by way of set-off².</p> <p>All Recoveries shall be shared pari passu between the Guarantor and the Financial Intermediary, pro rata to the Guarantee Rate (i.e. 80%).</p> <p>The Financial Intermediary shall send to the Guarantor at any relevant time, but not later than 30 days of the end of each calendar quarter a recovery notice with accompanying recoveries schedule and shall pay to the Guarantor any relevant amount, within three months of the end of each calendar quarter in which Recoveries are recovered or received by the Financial Intermediary.</p>

² In relation to Final Recipient Transactions which are financial leases, "Recoveries" means each and every amount (including, in case assets leased to a Final Recipient are repossessed by the Financial Intermediary (i) any amount received by the Financial Intermediary as a result of the sale of such assets, and/or (ii) in case such assets are re-released, the purchase price of such assets agreed with the new lessee), net of recovery and foreclosure costs (if any), recovered or received by the Financial Intermediary in respect of Defaulted Amounts, where the EIF has paid amounts under the Guarantee in respect of such Defaulted Amounts.

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Trigger Event	<p>EIF may include Trigger Events in the Guarantee Agreement, the occurrence of which entitles EIF, but does not oblige it, to terminate the new inclusions of Final Recipient Transactions in the Portfolio, without affecting the cover of the included Final Recipient Transactions.</p> <p>Trigger Events may include a Portfolio Trigger Event and/or a Cumulative Default Rate Trigger Event with respect to a Portfolio.</p> <p>A Portfolio Trigger Event occurs if, on one or more specified date(s) during the Inclusion Period, the ratio between (i) the Actual Portfolio Volume and (ii) the Maximum Portfolio Volume is below a predetermined level defined under the Guarantee Agreement.</p> <p>A Cumulative Default Rate Trigger Event occurs if, on one or more specified date(s) during the Inclusion Period, the aggregate outstanding principal amount of Final Recipient Transactions for which a Credit Event has occurred exceeds a predetermined level.</p>
Guarantee Termination Events	<p>The Guarantee Agreement will set out standard events of default, including, inter alia, non-payment of amounts due under the Guarantee Agreement, material breach of obligation, insolvency, unlawfulness and misrepresentation.</p> <p>The occurrence of an event of default, if not remedied within the relevant grace period (if any) may result in the termination of the Guarantee Agreement.</p>
B. The Portfolio	
Inclusion Period	<p>The Inclusion Period is the period during which Final Recipient Transactions to be included in the Portfolio may be approved by the Financial Intermediary and entered into with Final Recipients.</p> <p>Such period shall typically last between 24 and 36 months (unless terminated earlier because of a Trigger Event or a Guarantee Termination Event) and may be extended in justified circumstances.</p> <p>Only Final Recipient Transaction amounts relating to principal amounts that have been disbursed by the Disbursement End Date (at the latest, 31/12/2023) shall ultimately be included in the Portfolio Volume.</p> <p>Inclusions occur automatically upon receipt by EIF of an inclusion notice and a Report submitted by the Financial Intermediary on a quarterly basis, typically one month after the end of each calendar quarter, and the Final Recipient Transactions are deemed to be covered from their respective signature date. Each quarterly Report shall concern new Final Recipient Transactions that have been entered into with Final Recipients during the two preceding calendar quarters, as well as provide ongoing information on the already included Final Recipient Transactions.</p>
Maximum Portfolio Volume	<p>The maximum amount that the Agreed Portfolio Volume can reach, as set out in the Guarantee Agreement.</p>

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<p>Agreed Portfolio Volume</p>	<p>The maximum aggregate amount of principal³ of newly originated eligible Final Recipient Transactions that can be included in the Portfolio, expressed as a percentage of the Maximum Portfolio Volume in the Guarantee Agreement.</p> <p>The Agreed Portfolio Volume may be (i) decreased by agreement between the EIF and the Financial Intermediary or (ii) increased by the EIF pursuant to an Agreed Portfolio Volume increase notice following achievement of pre-set levels of Actual Portfolio Volume.</p>
<p>Release of Agreed Portfolio Volumes</p>	<p>The commitment by EIF to the Financial Intermediary of available Maximum Portfolio Volume will be made in successive instalments of Agreed Portfolio Volume subject to delivery of an Agreed Portfolio Volume increase notice by EIF following achievement of pre-set levels of Actual Portfolio Volume.</p>
<p>Actual Portfolio Volume</p>	<p>The aggregate amount of the principal committed to be made available under newly originated Final Recipient Transactions included in the Portfolio from time to time, provided that, for the avoidance of doubt:</p> <ul style="list-style-type: none"> (i) if amounts under Final Recipient Transactions are prepaid and/or repaid, then this shall not reduce the Actual Portfolio Volume; (ii) if a Final Recipient Transaction is excluded from the Portfolio as a result of the exclusion process described below, then such Final Recipient Transaction will not be taken into account for the calculation of the Actual Portfolio Volume; and (iii) the Actual Portfolio Volume may in no circumstances exceed the applicable Agreed Portfolio Volume. <p>As of the earlier of:</p> <ul style="list-style-type: none"> (i) the end of a disbursement period when amounts are available for utilisation under a Final Recipient Transaction, and (ii) the Disbursement End Date, <p>the Actual Portfolio Volume will be adjusted in order to reflect the aggregate initial principal amount of Final Recipient Transactions actually drawn.</p>
<p>Disbursement End Date</p>	<p>31 December 2023 or an earlier date in the Guarantee Agreement.</p>
<p>Final Recipient</p>	<p>A natural or legal person which and has entered into a Final Recipient Transaction.</p>
<p>Final Recipient Transaction</p>	<p>A loan or a financial lease entered into between a Financial Intermediary and a Final Recipient.</p>

³ In case of financial leases, the references to the ‘principal amount’ shall be deemed to be references to the ‘capital amount’, which means at any time the amount financed by the Financial Intermediary under a Final Recipient Transaction, i.e. the net purchase price of the leased asset reduced by the amount of a down payment thereunder, the result being multiplied by the guarantee rate of the Final Recipient Transaction.

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Eligibility Criteria	<p>The Financial Intermediaries shall ensure that the Final Recipient Transactions and the investments they finance, the Final Recipients and the Portfolio, as relevant, comply with a set of Eligibility Criteria, mostly deriving from the Rural Development Programme, as set out in this Call.</p> <p>Additional criteria may be set by EIF on a case-by-case basis in each Guarantee Agreement, such as thresholds concerning eligible rating classes, minimum levels of portfolio granularity, portfolio percentage limits on bullet or balloon features of the Final Recipient Transactions included in the Portfolio.</p> <p>A breach of any of the Eligibility Criteria shall result in an exclusion of the relevant Final Recipient Transaction from the Portfolio, save as specified in the “Exclusion Process”.</p> <p>Depending on the nature of the Final Recipient and the type of investment to be financed with the Final Recipient Transaction, the Eligibility Criteria mirror the criteria of the following actions set out in the Rural Development Programme of Greece (“Πρόγραμμα Αγροτικής Ανάπτυξης”):</p> <ul style="list-style-type: none"> - Action 4.1.4 "Support for investment in agricultural holdings": <i>“Implementation of investments that contribute to the competitiveness of agricultural holdings with Financial Instruments”</i>; and - Action 4.2.4 "Support for investment in processing / marketing and/or development of Agricultural Products": <i>“Support for investments in processing, marketing and development of agricultural products with the end products under Annex I of the Treaty on the Functioning of the European Union (Agricultural Products) with Financial Instruments”</i>. <p>A list of Eligibility criteria is set out in Appendix I.</p>
Agricultural Products	<p>Products listed in Annex I to the Treaty on the Functioning of the European Union (TFEU), with the exception of fishery products:</p> <p>https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:12012E/TXT&from=EN</p>
Restricted Sectors and Ineligible Expenditure	<p>Final Recipients which are active (as further specified in Appendix I) in one or more of the Restricted Sectors listed in Appendix II are not eligible to enter into Final Recipient Transactions.</p> <p>Final Recipient Transactions may not finance any Ineligible Expenditure, as listed in Appendix II. The list may be further specified in the Guarantee Agreement.</p>
Excluded Final Recipient Transaction	<p>Means a Final Recipient Transaction which, at the time of inclusion or at any Report Date, as applicable, does not comply with the Eligibility Criteria.</p>

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Exclusion Process	<p>If a Final Recipient Transaction which has been included in a Portfolio does not comply with relevant Eligibility Criteria, it shall be excluded from the Portfolio (and shall not be covered by the Guarantee) and reduce the Actual Portfolio Volume.</p> <p>However, if a Final Recipient Transaction is or becomes non-eligible 1) as a result of any event or circumstance beyond the control of the Financial Intermediary and 2) after a Payment Demand relating to such Final Recipient Transaction was served by the Financial Intermediary to the Guarantor such Final Recipient Transaction shall remain covered by the Guarantee and shall not be considered an Excluded Obligation.</p> <p>Similarly, if a Final Recipient Transaction is or becomes non-eligible 1) as a result of any event or circumstance beyond the control of the Financial Intermediary but 2) before a Payment Demand relating to such Final Recipient Transaction was served by the Financial Intermediary to the Guarantor, then such Final Recipient Transaction shall remain covered by the Guarantee if the Financial Intermediary accelerated payment of all amounts owed to it under such Final Recipient Transaction, no later than on the Report Date immediately following the date on which it became aware of the same. However, if the Financial Intermediary does not accelerate such Final Recipient Transaction within the timeframe specified above then the relevant Final Recipient Transaction shall be excluded from the relevant Portfolio and shall be deemed never to have been covered by the Guarantee.</p> <p>The Actual Portfolio Volume shall be adjusted following an exclusion from the Portfolio by deducting from the Actual Portfolio Volume the aggregate committed principal amount of the Final Recipient Transactions excluded.</p> <p>If the Actual Portfolio Volume is adjusted pursuant to this section, the Financial Intermediary may include one or more further Final Recipient Transactions in the Portfolio to the extent that the Actual Portfolio Volume does not exceed the Agreed Portfolio Volume and provided that (i) such inclusions are made by the Disbursement End Date and (ii) any other conditions set out in the Guarantee Agreement.</p>
Transfer of Benefit	<p>In the Guarantee Agreement, the Financial Intermediary shall acknowledge that the Guarantee is provided with the ultimate purpose to enhance access to finance and will be required to transfer the benefit of the Guarantee to the Final Recipients, in the form of, inter alia, diminished collateral requirements, decreased interest rates, or other specific mechanisms that shall form part of the Guarantee Agreement.</p> <p>Financial Intermediaries shall maintain records evidencing improved financing conditions compared to standard credit policies and procedures applicable to comparable borrowers.</p>
Aid Intensity rules	<p>In respect of the Final Recipient Transactions included in the Portfolio, the Financial Intermediaries shall ensure compliance with the relevant aid intensity rules, as further detailed in Appendix III.</p>

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Monitoring and Audits	<p>Financial Intermediaries and Final Recipients whose Final Recipient Transactions are covered by the Guarantee shall agree to allow and to provide access to documents and premises related to the Guarantee to the authorities responsible of the audits and controls on the Rural Development Programme (e.g. Managing and Audit Authorities, Paying Agencies), representatives of the European Commission (including the European Anti-Fraud Office (OLAF)), the European Investment Bank, the European Court of Auditors, EIF, agents of EIF and/or any other European Union institution or European Union body which is entitled to verify the use of the Guarantee and any other duly authorized bodies under applicable law to carry out audit or control activities. To that effect, the Financial Intermediary shall also include appropriate provisions in the relevant Final Recipient Transaction documentation.</p> <p>The Financial Intermediaries shall provide any information from time to time requested by EIF with the objective of assessing the eligibility and/or risk profile of the included Final Recipient Transactions.</p>
3. Miscellaneous	
Reporting - Report Date	<p>The Financial Intermediary shall provide the Guarantor, within 30 calendar days⁴ after the end of each calendar quarter (the "Report Date"), with quarterly information in a standardised form (see Appendix IV), including among others, information on the Final Recipients covered by the Guarantee, Final Recipient Transactions, and relevant amounts outstanding.</p>
Compliance with Laws	<p>The Financial Intermediary shall comply in all respects with all applicable laws and regulations (whether national laws and regulations or laws and regulations of the European Union) to which it may be subject.</p> <p>The Financial Intermediary shall include in the documentation evidencing the Final Recipient Transaction:</p> <p>(x) undertakings from the Final Recipients equivalent to that described above; and</p> <p>(y) any representations, warranties and undertakings from the Final Recipients necessary for the purpose of ensuring that each Final Recipient Transaction included in the Portfolio shall comply at any relevant time with the Eligibility Criteria.</p>
Publicity and Visibility	<p>The Financial Intermediary shall carry out information, marketing and publicity campaigns, including through their website or alternative ways of communication, aimed at making the Guarantee known to potential Final Recipients, as required by and as further specified in Annex XII of the CPR.</p> <p>The Financial Intermediary shall ensure that the Final Recipient Transaction contractual documentation, promotional material, press releases and any publication on their website or alternative ways of communication contains pre-defined logos and a pre-set statement concerning the support obtained.</p>
Governing Law and Language	<p>The terms of the Guarantee Agreement shall be in the English language and the Guarantee Agreement will be governed by the laws of Luxembourg.</p>

⁴ FIs shall provide the Guarantor with such information within 20 calendar days with respect to information related to the last calendar quarter of each year.

APPENDIX I
ELIGIBILITY CRITERIA

The Eligibility Criteria are composed of the (i) Eligibility Criteria for Final Recipients (indicatively set out in Section A), (ii) Eligibility Criteria for the Final Recipient Transactions (indicatively set out in Section B), (iii) Eligibility Criteria for the Portfolio (described in Section C), as set out below and as may be further supplemented or otherwise modified in the Guarantee Agreement.

The main Eligibility Criteria are based on the following Actions in the Rural Development Programme of Greece:

- a. **Action 4.1.4 - Support for investments in agricultural holdings:** *“Implementation of investments that contribute to the competitiveness of agricultural holdings with Financial Instruments”*; and
- b. **Action 4.2.4 - Support for investment in processing, marketing and /or development of Agricultural Products:** *“Support for investments in processing, marketing and development of agricultural products with the end products under Annex I of the Treaty on the Functioning of the European Union (Agricultural Products) with Financial Instruments”*.

Where relevant, it is detailed in the Eligibility Criteria which of them are applicable to each of the Action 4.1.4 and 4.2.4, as not all Eligibility Criteria are applicable to all Final Recipient Transactions.

The Financial Intermediary shall ensure that each Final Recipient Transaction included in a Portfolio complies with the Eligibility Criteria for Final Recipients, Eligibility Criteria for Final Recipient Transactions, and the Eligibility Criteria for the Portfolio.

Certain Eligibility Criteria shall be met at all times, while certain Eligibility Criteria shall only be met on the signing date or approval date of the relevant Final Recipient Transaction (or another date specifically indicated in the Guarantee Agreement).

A breach of any of the Eligibility Criteria shall result in an exclusion of the relevant Final Recipient Transaction(s) from the Portfolio, save as specified in the term “Exclusion Process”.

A. Eligibility Criteria for Final Recipients

	Eligibility Criteria for Final Recipients	Application
1	The Final Recipient shall be potentially economically viable (as assessed by the Financial Intermediary in accordance with its internal procedures. For the avoidance of doubt, the Final Recipient will not be the object of a rescue or restructuring aid within the meaning specified in Communication 2014/C 249/01).	Signing date
2	The Final Recipient is not subject to collective insolvency proceedings (or any equivalent concept) nor fulfils the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors.	Signing date
3	The Final Recipient is a natural (provided that it is engaged in an economic activity) or legal person established and operating in Greece and is a SME as defined in Commission Recommendation (EU) 2003/361/EC.	Signing date
4	<p>Only for Final Recipient Transactions falling under Action 4.1.4.:</p> <p>A) The relevant Final Recipients must be:</p> <ul style="list-style-type: none"> (i) Professional Farmers, according to act 3874/2010, as amended by act 4235/2014 and act 4389/2016, which: <ul style="list-style-type: none"> a. In the case of natural persons, are the head of the agricultural holding («επικεφαλής της αγροτικής εκμετάλλευσης»); b. in the case of legal persons, have as main activity the practice of agriculture; or (ii) Young Farmers, which have received approval for their application to the “Young Farmers Scheme” under sub-measure 6.1 of the RDP; or (iii) Entities qualifying as KINSEP⁵, according to act 4430/2016; or (iv) Collective farmer associations, as defined in act 4384/2016 (such as agricultural cooperatives, producer groups and organisations, as well as associations of producer organisations); <p>and</p> <p>B) Final Recipients, other than collective farmer associations referred to in paragraph (iv), must have submitted during the most recent application period an application for support for direct payments under EAGF, according to Regulation (EU) 1307/2013. For the avoidance of doubt, it is sufficient for such application to have been submitted only, without the need to have been processed.</p>	Signing date

⁵ The exact Greek term for KINSEP is *Κοινωνική Συνεταιριστική Επιχείρηση* (“Κοιν.Σ.Επ.”), which means Social Cooperative Enterprise (“SCE”). A SCE is a civil-law cooperative with a social purpose and limited liability for its members, possessing entrepreneurial capacity by law. A SCE is equally managed by its members and its purpose is to ensure collective benefits, whereas its profits come only from activities of social interest.

<https://startupgreece.gov.gr/procedures-laws-regulations/how-start-social-cooperative-enterprise-sce>

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	<p>As proof of evidence for the fulfilment of the above, Final Recipients should submit, as part of their Final Recipient Transaction request, the following documents (as applicable):</p> <ul style="list-style-type: none"> (i) In the case of Professional Farmers who are natural persons (sub (A)(i)(a)), a certificate of registration in the Register of Farmers and Agricultural Holdings («Μητρώο Αγροτών και Αγροτικών Εκμεταλλεύσεων»); (ii) In the case of Professional Farmers who are legal persons (sub (A)(i)(b)), a certificate of professional activity issued by the competent tax authority («βεβαίωση έναρξης εργασιών από την αρμόδια ΔΟΥ»); (iii) In the case of Young Farmers (sub (A)(ii)), a copy of the decision for the approval of accession in sub-measure 6.1 of the RDP («απόφαση ένταξης στο υπομέτρο 6.1»); (iv) In the case of KINSEP (sub (A)(iii)), a certificate of registration in the register established pursuant to article 4 of act 4430/2016 (as amended or replaced from time to time); (v) In the case of collective farmer associations (sub (A)(iv)), a certificate of registration in the register established pursuant to article 19 of act 4384/2016 (as amended or replaced from time to time); (vi) Proof of submission of the application for support for direct payments under EAGF under Regulation (EU) 1307/2013. 	
5	<p>Only for Final Recipient Transactions falling under Action 4.1.4., the economic size of the farm of the relevant Final Recipient (except for collective farmer associations) should be greater than EUR 8,000 (eight thousand euros) in terms of standard output (assessed by reference to the data submitted in the most recently processed application at the time of the relevant financing application).</p>	Signing date
6	<p>The Final Recipient shall not have a substantial focus on one or more Restricted Sectors as set out in the relevant EIF policy on restricted sectors (which determination shall be made by the Financial Intermediary in its discretion based, without limitation, on the proportionate importance of such sector on revenues, turnover or client base of the relevant Final Recipient).</p>	Signing date
7	<p>The Final Recipient shall not be in an Exclusion Situation.</p>	Signing date

Section B - Eligibility Criteria for Final Recipient Transactions

	<u>Eligibility Criteria for Final Recipient Transactions</u>	Application
1	<p>Final Recipient Financial Transactions shall be either:</p> <ul style="list-style-type: none"> a) Amortising loans (including bullet or balloon loans), revolving credit facilities (subject to Final Recipient Transaction Eligibility Criterion 5), in each case with a minimum maturity of twelve (12) months and a maximum maturity of fifteen (15) years, provided that the maximum maturity shall in no case extend beyond 31 December 2035; or b) Financial leases with a minimum maturity of twelve (12) months and a maximum maturity of fifteen (15) years, provided that the maximum maturity shall in no case extend beyond 31 December 2035. 	Continuing
2	<p>Final Recipient Transactions must finance expenditures made by the Final Recipients that occurred after the date of submission of the request for financing to the Financial Intermediary, provided that, by way of exception, for Final Recipient Transactions financing general costs as defined in article 45.2.c of the EAFRD Regulation, such expenditure shall be eligible even if incurred before the date of submission of the request.</p>	Signing date
3	<p>The investments to be supported by the Final Recipient Transaction shall not be physically completed or fully implemented at the date of approval by the Financial Intermediary of the Final Recipient Transaction.</p>	Signing date
4	<p>Final Recipient Transactions shall support investments located in the Member State (in case of investments which cannot clearly be located (e.g. investments in intangible assets) the place of investment shall be deemed to be the registered seat of the relevant Final Recipient, or the residence in case of natural person).</p>	Signing date
5	<p>Final Recipient Transactions shall finance investments/costs eligible in accordance with the EAFRD Regulation and its implementing acts (in each case as amended, restated and/or replaced from time to time) as set out below:</p> <ul style="list-style-type: none"> a) Costs for the purchase or lease of tangible and intangible assets; and/or b) Working capital being part of the business plan of the investment project, for an amount not exceeding EUR 200,000 (two hundred thousand euros) or 30% of the total amount of the eligible costs for the investment, whichever is the higher; and/or c) General costs linked to the eligible investment such as architect, engineer and consultation fees, fees relating to advice on environmental and economic sustainability, including feasibility studies, according to art. 45.2(c) of the EAFRD Regulation. <p>Eligible costs include, but are not limited to:</p>	Continuing

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	<p>a) Acquisition of second-hand equipment, machinery and appliances, provided that such purchase is substantiated in the relevant business plan in terms of value, age and purpose of use;</p> <p>b) VAT paid by the Final Recipient on eligible costs</p> <p>c) Live animals, annual and multi-annual plants and their planting;</p> <p>d) Purchase of land up to 10% of the total eligible expenditure of the investment;</p> <p>e) Transfer of property rights related to businesses/operations, provided that such transfer takes place between independent investors;</p> <p>f) New establishments of meat (other than poultry) slaughterhouses, provided that (i) they are located in island regions (as defined by relevant national legislation) and (ii) have a processing capacity of up to 400 tonnes of meat, or</p> <p>g) New establishments of poultry slaughterhouses provided they are located in mountainous or island regions⁶ (in each case as defined by relevant national legislation/regulation);</p> <p>h) Investments in energy production, as long as their capacity does not exceed the needs of the holding or the Final Recipient, as reflected in the energy needs study included in the investment plan.</p>	
6	<p>Only for Final Recipient Transactions falling under Action 4.2.4., the investment in processing, marketing and/or development of Agricultural Products financed by the relevant Final Recipient Transaction should be carried out in one of the following sectors (for the avoid of doubts, in this context the 'sector' will apply to the investment and not to the Final Recipient):</p> <ul style="list-style-type: none"> • Meat (including, but not limited to, cattle, poultry, pigs, sheep and goats slaughterhouses, meat and production of meat products, sausage units, animal by-products processing plants); • Milk (including, but not limited to, milk processing and the production of dairy products like cheese, yoghurt); • Eggs (including, but not limited to, egg packing); • Sericulture, apiculture, heliculture; • Feed (including, but not limited to, the production of animal feed mixtures for the rearing of domestic animals, as well as animals used for the production of fur); • Cereals (including, but not limited to, flour production, cereal drying); • Oil products (excluding the establishment of new olive oil mills); • Wine; 	

⁶ Each region in Greece is marked with the relevant characterisation (mountainous or island region or as otherwise provided by the relevant national legislation) on the platform where applications for support will be submitted.

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	<ul style="list-style-type: none"> • Fruits and vegetables; • Flowers (including, but not limited to, flower packing and marketing); • Pharmaceutical and aromatic plants; • Seeds and propagating material; or • vinegar (including, but not limited to, production of vinegar from wine, fruit and other agricultural raw materials). 	
7	<p>Final Recipients Transactions shall <u>not</u> finance Ineligible Expenditure which refers to and includes:</p> <ul style="list-style-type: none"> a) support concerning retail trade; b) support concerning the processing (neither as input, nor as output) of products other than Agricultural Products; c) support concerning genetically modified products; d) Fines, financial penalties, legal and litigation costs, exemptions from charges; e) Charges, premiums and other financial charges; f) Tariffs; g) Projects carried out by aquaculturists or fishermen as well as projects concerning fishery or aquaculture products covered by Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organisation of the markets in fishery and aquaculture products; h) Costs related to a leasing contract, such as the lessor's margin, interest refinancing costs, overhead costs, insurance costs, self-construction; i) Establishment of new olive oil mills; j) Activities constituting pure financial transactions; k) Real estate development activities when undertaken as a financial investment activity; l) The provision of consumer credit. 	Continuing
8	Currency of Final Recipient Transactions: EUR.	Continuing
9	Final Recipient Transactions must finance a project, which is considered financially viable (as assessed by the Financial Intermediary in accordance with its credit policy).	Signing Date
10	Final Recipient Transaction shall not restructure or refinance an existing loan.	Continuing
11	Final Recipient Transactions must not pre-finance a grant.	Continuing

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12	Final Recipient Transactions shall have a minimum notional amount of EUR 10,000 (ten thousand euros) and, subject to the applicable Union aid intensity rules, a maximum notional amount of EUR 5,000,000.	Signing date
13	Final Recipients Financing must not be affected by Irregularity or fraud.	Continuing
14	<p>Financing to the Final Recipients may also receive assistance from the ESI Funds under another priority or from another program or other instrument supported by the Union budget provided that:</p> <ul style="list-style-type: none"> • this combination complies with the applicable Union aid intensity rules as set forth in Appendix III; • separate records are kept for each source of assistance; and • the sum of all forms of support does not exceed the total amount of the expenditure concerned. 	Continuing
15	Final Recipient Transactions must comply with the terms of the Guarantee Agreement relating to the transfer of benefit as determined by EIF.	Continuing
16	Final Recipient Transaction shall not take the form of subordinated loan, mezzanine loan, quasi-equity loan or convertible loan.	Continuing

Section C - Eligibility Criteria for the Portfolio

In the Guarantee Agreement, EIF may set Eligibility Criteria for the Portfolio, such as concentration limits for particular rating classes or Final Recipient Transaction sizes. Breach of these criteria results in the exclusion from the Portfolio of those Final Recipient Transactions that generate the breach at Portfolio level.

APPENDIX II

RESTRICTED SECTORS

RESTRICTED SECTORS – Extract from the Guidelines on EIF Restricted Sectors⁷

1. **Illegal Economic Activities**

Any production, trade or other activity, which is illegal under the laws or regulations of the home jurisdiction for such production, trade or activity ("**Illegal Economic Activity**").

Human cloning for reproduction purposes is considered an Illegal Economic Activity in the context of these Guidelines.

2. **Tobacco and Distilled Alcoholic Beverages**

The production of and trade in tobacco and distilled alcoholic beverages and related products.

3. **Production of and Trade in Weapons and Ammunition**

The financing of the production of and trade in weapons and ammunition of any kind. This restriction does not apply to the extent such activities are part of or accessory to explicit European Union policies.

4. **Casinos**

Casinos and equivalent enterprises.

5. **IT Sector Restrictions**

Research, development or technical applications relating to electronic data programs or solutions, which:

(i) aim specifically at:

- (a) supporting any activity included in the EIF Restricted Sectors referred to under 1. to 4. (inclusive) above;
- (b) internet gambling and online casinos; or
- (c) pornography,

or which:

(ii) are intended to enable to illegally:

- (a) enter into electronic data networks; or
- (b) download electronic data.

6. **Life Science Sector Restrictions**

When providing support to the financing of the research, development or technical applications relating to

- (i) human cloning for research or therapeutic purposes; and
- (ii) Genetically Modified Organisms ("**GMOs**"),

the Guarantor will require from the Financial Intermediary appropriate specific assurance on the control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.

⁷ "Guidelines on the EIF Restricted Sectors" available at:

http://www.eif.org/news_centre/publications/2010_Guidelines_for_Restricted_Sectors.htm

APPENDIX III

STATE AID AND AID INTENSITY RULES

In case of agricultural activities supported by the European Agricultural Fund for Rural Development (EAFRD) (including national co-financing included in the RDP), state aid rules do not apply. In such case, support to Final Recipients has to be compliant with the provisions of the EAFRD Regulation and, in particular, of the relevant RDP when provided to investments for the production of Agricultural Products and the transformation of Agricultural Products resulting in Agricultural Products ("**Aid Intensity**" rules).

The Aid component of the Final Recipient Transactions will be calculated by the selected Financial Intermediary in the form of a gross grant equivalent (GGE) with a methodology approved by the Investment Board for the Financial Intermediary to implement. The GGE of each loan cannot exceed 40% ("Maximum Aid Intensity") of the total eligible cost of the investment project (including, for the avoidance of doubt, any eligible expenditure, including working capital).

The calculation of the Gross Grant Equivalent (GGE) will be the responsibility of the Financial Intermediary and will be based on a tool to be provided by EIF. The Financial Intermediary will have to ensure that the Final Recipient Transactions respect the Maximum Aid Intensity. The Financial Intermediaries will be responsible in particular for the conduct of the appropriate control procedures.

As Final Recipients will fall under the category of SMEs, the methodology for the calculation of the GGE will be based on the safe harbour defined by the European Commission in its Notice on the application of Articles 87 and 88 of the EC Treaty to State aid in the form of guarantees, and its corrigenda.

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APPENDIX IV
INDICATIVE REPORTING TEMPLATE

table A1 - Beneficiaries

A.1.1.	A.1.2.	A.1.3.	A.1.4.	A.1.5.	A.1.6.	A.1.7.	A.1.8.	A.1.9.	A.1.10.	A.1.11.	A.1.12.	A.1.13.	A.1.14.	A.1.15.	A.1.16.	Comments
Fiscal number	Final Recipient name	Address	Postal Code	Place	Region (NUTS Code)	Country	Date of establishment	Sector (NACE code)	Number of employees	Total Turnover EUR	Total Assets EUR	Is the Final Recipient part of a group?	Natural Person? (Y/N)	Land size	Young farmer (Y/N)	
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Optional</i>	<i>Mandatory</i>	<i>Optional</i>

table A2 - New transactions

A.1.1.	A.2.1.	A.2.1.1.	A.2.2.	A.2.3.	A.2.4.	A.2.5.	A.2.5.1.	A.2.6.	A.2.7.	A.2.8.	A.2.9.	A.2.10.
Fiscal number	Transaction reference	Transaction type	Transaction currency	Permitted Purpose Activities	Transaction principal amount	Transaction Maturity (months)	Grace period (months)	Transaction signature date	First disbursement date	Amortisation Profile	Repayment frequency	Reference Rate
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

A.2.11.	A.2.12.	A.2.13.	A.2.14.	A.2.15.	A.2.16.	A.2.17.	A.2.18.	A.2.19.	A.2.20.	A.2.20.1.	A.2.21.	A.2.22.	A.2.23.	Comments
Interest rate / margin over Reference Rate	Loss Given Default	Publication of SME (Y/N)	Activity sector of investment (NACE code)	Gross Grant Equivalent amount	Type of Operation	Product category (CN code)	Agricultural branch	Investment location (NUTS)	Total Eligible Project Cost	of which working capital	linked to investment (Transaction reference)	Value of Collateral	Main type of collateral	
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory (if applicable)</i>	<i>Mandatory (if applicable)</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Optional</i>

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table B - Included transactions

A.1.1.	A.2.1.	A.1.17	A.1.17.1	B.1.	B.2.	B.3.	B.4.	B.5.	B.6.	B.7.
Fiscal number	Transaction reference	Final Recipient scoring	Final Recipient rating model used	Cumulated disbursed principal amount	Transaction outstanding principal amount	End of disbursement period	Delinquent Final Recipient Transaction	Delinquent period (nbr days)	Defaulted Final Recipient Transaction (Y/N)	Event date / Date of Defaulted Final Recipient Transaction
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Optional</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

table D - Expired/repaid transactions

A.1.1.	A.2.1.	D.1.
Fiscal number	Transaction reference	Repayment date
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

PART E - EXCLUDED SME TRANSACTIONS

A.1.1.	A.2.1.	E.1.	E.2.
Fiscal number	Transaction reference	Exclusion date	Event type
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

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PART H - CONVERTED TRANSACTIONS

H.1. Convertes Transaction reference <i>Mandatory</i>	A.1.1. Fiscal number <i>Mandatory</i>	A.2.1. Transaction reference <i>Mandatory</i>	A.2.2. Transaction currency <i>Mandatory</i>	A.2.5. Transaction principal amount <i>Mandatory</i>	A.2.6. transaction maturity (months) <i>Mandatory</i>	A.2.6.1. Grace period (months) <i>Mandatory</i>	H.2. Transaction conversion date <i>Mandatory</i>	A.2.10. Repayment frequency <i>Mandatory</i>	Comments <i>Optional</i>
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PART F - MODIFICATIONS

A.1.1. Fiscal number <i>Mandatory</i>	A.2.1. Transaction reference <i>Mandatory</i>	A.1.7. Country <i>Mandatory</i>	A.2.5. New transaction principal amount <i>Optional</i>	A.2.6. New traction Maturity <i>Optional</i>	F.2. Modification signature date <i>Mandatory</i>	F.3. Additional Gross Grant Equivalent amount <i>Optional</i>	xxx Reference field name with NEW value <i>Optional</i>
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Part C - Payment demand

A.1.1. Fiscal Number <i>Mandatory</i>	A.2.1. Transaction reference <i>Mandatory</i>	A.2.2. Transaction Currency <i>Mandatory</i>	C.1. Event date <i>Mandatory</i>	C.2. Event type <i>Mandatory</i>	C.3. Loss amount in principal <i>Mandatory</i>	C.4. Unpaid interest <i>Mandatory</i>	C.7. Recovery amount <i>Optional</i>
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Part R - Loss recoveries

A.1.1. Fiscal number <i>Mandatory</i>	A.2.1 Transaction reference <i>Mandatory</i>	C.5. Recovery payment currency <i>Mandatory</i>	C.6. Recovery Date <i>Mandatory</i>	C.7.1. Recovery Amount Principal <i>Mandatory</i>	C.7.2. Recovery Amount Interest <i>Mandatory</i>
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