

AUTOKINITO PLC

(incorporated in England and Wales as a public limited company under registered number 7768842)

€400,000,000 Class A Asset Backed Floating Rate Notes due 2023

€96,500,000 Class B Asset Backed Floating Rate Notes due 2023

Issue Price of the Notes: 100 per cent.

€400,000,000 Class A Asset Backed Floating Rate Notes due 2023 (the **Class A Notes**) and the €96,500,000 Class B Asset Backed Floating Rate Notes due 2023 (the **Class B Notes** and, together with the Class A Notes, the **Notes**) will be issued by Autokinito plc (the **Issuer**).

This offering circular (the **Offering Circular**) comprises a prospectus for the purposes of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the **Prospectus Directive**). The prospectus has been approved by the Central Bank of Ireland (the **Central Bank**), as competent authority under the Prospectus Directive 2003/71/EC. Such approval relates only to the Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market.

	Class A	Class B
Initial Principal Amount	€400,000,000	€96,500,000
Outstanding:		
Issue Price:	100 per cent.	100 per cent.
Interest Rate:	Six month EURIBOR + Margin	Six month EURIBOR + Margin
Margin	2.0 per cent.	3.5 per cent.
Interest Payment Dates:	Semi-annually in arrear on the Interest Payment Dates falling on the 20th day of March and September in each year	
First Interest Payment Date:	20 March 2012	
Final Maturity Date:	Interest Payment Date falling in September 2023	
Expected Ratings:	Not Rated	Not Rated

The Notes of each class will initially be represented by a temporary global note of the same class in bearer form (each, a **Temporary Global Note**) without interest coupons, principal coupons or talons, which will be deposited with a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V., (**Euroclear**) and Clearstream Banking, *societe anonyme* (**Clearstream, Luxembourg**), on or about 23 September 2011 (or such later date as may be agreed between the Issuer and the Arranger) (the **Closing Date**). Each Temporary Global Note will be exchangeable not earlier than 40 days after the Closing Date (the **Exchange Date**), upon certification of non-U.S. beneficial ownership, for interests in a permanent global note representing the Notes of the relevant class (each, a **Permanent Global Note** and, together with the Temporary Global Notes, the **Global Notes**), each in bearer form, without interest coupons, principal coupons or talons, which will also be deposited with the Common Safekeeper, save in certain limited circumstances. Notes in definitive form will not be issued in exchange for the Global Notes.

The Notes will be subject to mandatory partial redemption and to mandatory and optional redemption in whole, in both cases before the Final Maturity Date in the specific circumstances, and subject to the conditions, described in the terms and conditions of the Notes (the **Conditions**) set out herein.

If any withholding or deduction for or on account of tax is applicable to payments of interest on, or principal of, the Notes, such payments will be made subject to such withholding or deduction without the Issuer or Paying Agents (as defined below) being obliged to pay any additional amounts as a consequence.

On the Closing Date, National Bank of Greece S.A. will undertake to the Issuer that it will retain at least a 5% net economic interest in the securitisation in accordance with the option included in paragraph 1(d) of Article 122a of Directive 2006/48/EC (as amended by Directive 2009/111/EC) (**Article 122a**) (which does not take into account any implementing rules of the CRD in a relevant jurisdiction), referred to as the Capital Requirements Directive (**CRD**).

The Notes will be obligations of the Issuer only and will not be guaranteed by, or be the responsibility of, any other person. It should be noted, in particular, that the Notes will not be obligations or responsibilities of, and will not be guaranteed by, the Trustee, the Servicer, the Seller, Holdco, the Paying Agents, the Agent Bank, the Cash Manager, the Issuer Account Bank, the Greek Account Bank, the Issuer/Holdco Corporate Services Provider, or the Seller (each as defined elsewhere in this Offering Circular).

Particular attention is drawn to the section herein entitled *Risk Factors*.

Arranger

National Bank of Greece S.A.

The date of this Offering Circular is 22 September 2011.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY U.S. STATE SECURITIES LAWS. THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE NOTES ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the SEC), any U.S. state securities commission or any other regulatory authority nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Offering Circular. Any representation to the contrary is unlawful

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

National Bank of Greece S.A. in its capacity as Seller accepts responsibility for the information in this document relating to itself, the description of its rights and obligations in respect of, and all information relating to the Loans to be assigned by itself, the Mortgage Sale Agreement, the Servicing Agreement and all information relating to the Portfolio, all information relating to the Loans in any Servicer Report (together the **Seller Information**) and such Seller Information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Seller does not accept any responsibility for any other information contained in this Prospectus. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Seller as to the accuracy or completeness of any information contained in this Prospectus (other than the Seller Information) or any other information supplied in connection with the Notes or their distribution.

No person has been authorised to give any information or to make any representation concerning the issue of the Notes not contained in this document and, if given or made, any such information or representation must not be relied upon as having been authorised by the Issuer, the Seller, the Trustee, the Servicer, the Paying Agents, the Agent Bank, the Cash Manager, the Issuer Account Bank, the Greek Account Bank, the Issuer/Holdco Corporate Services Provider or the Arrangers. Neither the delivery of this document nor any offer, sale, allotment or solicitation made in connection with the offering of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or the information contained herein since the date hereof or that the information contained herein is correct at any time subsequent to the date hereof.

None of the Trustee, the Cash Manager, the Issuer Account Bank, the Issuer/Holdco Corporate Services Provider, the Paying Agents or the Agent Bank have separately verified the information contained in this Offering Circular. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Trustee, the Cash Manager, the Issuer Account Bank, the Issuer/Holdco Corporate Services Provider, the Paying Agents or the Agent Bank as to the accuracy or completeness of the information contained in this Offering Circular or any other information supplied in connection with the Notes. Each person receiving this Offering Circular acknowledges that such person has not relied on the Trustee, the Cash Manager, the Issuer Account Bank, the Issuer/Holdco Corporate Services Provider, the Paying Agents or the Agent Bank nor on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

This Offering Circular includes forward-looking statements including, but not limited to, statements made under the headings *Risk Factors*, *The Servicing of the Portfolio and Taxation*. These forward-looking statements can be identified by the use of forward-looking terminology, such as the words "believes", "expects", "may", "intends", "should" or "anticipates" or the negative or other variations of those terms. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results and performance of the Notes or the Seller to differ materially from any future results or performance expressed or implied in the forward-looking

statements. These risks, uncertainties and other factors include, among others general economic and business conditions in Greece, currency exchange and interest rate fluctuations, government, statutory, regulatory or administrative initiatives affecting the Seller, changes in business strategy, lending practices or customer relationships and other factors that may be referred to in this Offering Circular. Some of the most significant of these risks, uncertainties and other factors are discussed in this Offering Circular under the heading *Risk Factors*, and you are encouraged to carefully consider those factors prior to making an investment decision in relation to the Notes.

These forward-looking statements speak only as of the date of this Offering Circular. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances after the date of this Offering Circular on which any such statement is based. These statements reflect the Issuer's current views with respect to such matters.

Each person contemplating making an investment in the Notes must make its own investigation and analysis of the Issuer and the terms of the offering including the merits and risks involved, and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment. An investment in the Notes is, therefore, only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result therefrom for an indefinite period of time.

Representations about the Notes

No person has been authorised to give any information or to make any representations, other than those contained in this Offering Circular, in connection with the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by any of the parties to the Transaction Documents (the **Transaction Parties**). Neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

No action has been taken by the Issuer or the Arranger other than as set out in this Offering Circular that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular (nor any part hereof) nor any form of application, advertisement or other offering materials may be issued, distributed or published in any country or jurisdiction except in circumstances that will result in compliance with applicable laws, orders, rules and regulations, and the Issuer has represented that all offers and sales by it have been made on such terms.

Each person receiving this Offering Circular shall be deemed to acknowledge that (i) such person has been afforded an opportunity to request from the Issuer, and to review, and has received, all additional information which it considers to be necessary to verify the accuracy and completeness of the information herein, and (ii) except as provided pursuant to clause (i) above, no person has been authorised to give any information or to make any representation concerning the Notes offered hereby except as contained in this Offering Circular, and, if given or made, such other information or representation should not be relied upon as having been authorised by the Issuer.

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

It should be remembered that the price of securities and the income from them can go down as well as up.

The contents of this Offering Circular should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.

Certain figures included in this Offering Circular have been subject to rounding adjustments;

accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Other than the approval of this Offering Circular as a prospectus in accordance with the requirements of the Prospectus Directive and the implementing measures in Ireland and the application for the Notes to be admitted to the Irish Stock Exchange's regulated market and to trading on its regulated market no action has been taken under any regulatory or other requirements of any jurisdiction or will be so taken to permit a public offering of the Notes or the distribution of this document in any jurisdiction where action for that purpose is required. The distribution of this document and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this document (or any part of it) comes are required by the Issuer and the Arranger to inform themselves about, and to observe, any such restrictions. For a further description of certain restrictions on offers and sales of Notes and the distribution of this document see *Subscription and Sale* below.

Any documents and websites referred to in this Offering Circular do not form part of the prospectus.

Neither this document nor any part hereof constitutes an offer of, or an invitation by, or on behalf of the Issuer or the Arranger to subscribe for or purchase any of the Notes and neither this document, nor any part hereof, may be used for or in connection with any offer to, or solicitation by, any person in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. A more detailed description of the restrictions on offers, sales and deliveries of the Notes and the distribution of this Offering Circular is set out in *Subscription and Sale* below.

The Notes must not be offered or sold to the public, nor be subject to a public offer in the Hellenic Republic or any other jurisdiction. The Notes must not be offered or sold to more than 150 institutional or private Greek investors who are subject to the securities laws of the Hellenic Republic for the purposes of the transactions contemplated in this Offering Circular.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this document nor any part hereof nor any other offering circular, prospectus, form of application, advertisement, other offering materials nor other information may be issued, distributed or published in any country or jurisdiction (including the United Kingdom), except in circumstances that will result in compliance with all applicable laws, orders, rules and regulations. See *Subscription and Sale* below.

References in this Offering Circular to € or euro or EUR are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty of Rome of 25 March 1957 establishing the European Community (as amended from time to time).

References in this Offering Circular to £, pounds or pounds sterling are to the lawful currency for the time being of the United Kingdom.

References in this Offering Circular to Greece, the Republic, the Republic of Greece, the Greek State or the State are to the Hellenic Republic and all references to the Government are to the government of the Hellenic Republic.

Noteholders (as defined herein) must comply with the laws of the Hellenic Republic relating to banking secrecy with regard to the Loans following a default by the Issuer.

TABLE OF CONTENTS

TRANSACTION OVERVIEW	6
RISK FACTORS.....	26
USE OF PROCEEDS	49
THE ISSUER	50
THE SELLER	52
AUTO LOAN BUSINESS OF NATIONAL BANK OF GREECE	59
PORTFOLIO CHARACTERISTICS	67
DESCRIPTION OF THE PROVISIONAL PORTFOLIO.....	69
SERVICING OF THE PORTFOLIO	75
SUMMARY OF THE SECURITISATION LAW	78
SUMMARY OF THE PRINCIPAL DOCUMENTS.....	80
TERMS AND CONDITIONS OF THE NOTES.....	89
SUBSCRIPTION AND SALE.....	116
TAXATION	118
GENERAL INFORMATION.....	121
INDEX OF DEFINED TERMS	123

TRANSACTION OVERVIEW

The information in this section is a summary of the principal features of the issue of the Notes. This summary does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Offering Circular. Prospective Noteholders are advised to read carefully, and to rely solely on, the detailed information appearing elsewhere in this Offering Circular and the Conditions of the Notes and any relevant documents referred to therein in making any decision whether or not to invest in any of the Notes.

Capitalised terms used in this section and throughout this Offering Circular may be defined in other sections of this Offering Circular and may not necessarily be defined where they first appear. An index of defined terms is contained at the end of this Offering Circular.

The Parties

Seller:	National Bank of Greece S.A. (NBG) of 86 Eolou Street, Athens, Greece, a credit institution incorporated in the Hellenic Republic (registered number 6062/06/B/86/01), which is, inter alia, in the business of originating auto loans..
The Issuer:	Autokinito plc, the registered office of which is at 35 Great St Helen's, London, EC3A 6AP, a public limited company incorporated in England and Wales (registered number 7768842) which has been established for the limited purposes of the issue of the Notes, the purchase of the Loans and the other transactions contemplated by the Transaction Documents. The Issuer has an authorised share capital of £50,000 divided into 50,000 ordinary shares of £1 each, which are held by Holdco.
Holdco:	Autokinito Holdings Limited (Holdco), the registered office of which is at 35 Great St Helen's, London, EC3A 6AP, a private limited company incorporated in England and Wales (registered number 7768832). The issued share capital of Holdco is held by SFM Corporate Services Limited (the Share Trustee) on trust for charitable purposes. Holdco is the parent company of the Issuer.
The Servicer:	NBG which will act as servicer for the Issuer to, <i>inter alia</i> , service the Portfolio (in such capacity, the Servicer).
The Trustee:	Citicorp Trustee Company Limited, acting through its specified office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (the Trustee).
The Principal Paying Agent and the Agent Bank:	Citibank, N.A., London Branch, acting through its specified office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (in such capacities, the Principal Paying Agent (and the Principal Paying Agent together with any other paying agent appointed under the Agency Agreement, the Paying Agents) and the Agent Bank and, together with any other paying agent appointed under the Agency Agreement, the Agents).
The Issuer/Holdco Corporate Services Provider:	Structured Finance Management Limited, a private limited liability company incorporated in England and Wales (registered number 3853947) (in such capacity, the Issuer/Holdco Corporate Services Provider).

The Greek Account Bank: NBG (in such capacity the **Greek Account Bank**) in accordance with the terms of the account agreement (the **Collection Account Agreement**) to be entered into between, *inter alia*, the Issuer, the Greek Account Bank and the Trustee on or prior to the Closing Date.

The Issuer Account Bank: Citibank, N.A., London Branch, acting through its specified office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (in such capacity, the **Issuer Account Bank**).

The Cash Manager: Citibank, N.A., London Branch, acting through its specified office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in such capacity, the **Cash Manager**).

Rating Agency: None.

Listing Agent: A&L Listing Limited has been appointed as listing agent (the **Listing Agent**).

Application of Proceeds of the Notes

Use of Issue Proceeds: The aggregate proceeds from the issue of the Notes will be €496,500,000 (the **Issue Proceeds**). On the Closing Date, the proceeds from the issue of the Notes will be applied by the Issuer towards payment to the Seller of the Purchase Price for the acquisition of the Initial Loans (the **Initial Portfolio**).

Purchase Price means the price paid by the Issuer to the Seller for the Initial Loans or the Replacement Loans (as the case may be) which will be comprised of:

- (a) a cash payment equal to the Initial Purchase Price of the Initial Loans or any Replacement Loans (as the case may be); and
- (b) Deferred Consideration which shall be paid by the Issuer on each Interest Payment Date (provided there are available funds and after the making of any provisions required by the Transaction Documents) in accordance with the relevant Priorities of Payments.

The consideration payable on the Closing Date for the Initial Portfolio will be an amount equal to the aggregate Contractual Balance of each Initial Loan as at the Closing Date (the **Initial Purchase Price**).

The Loans: The Loans arise under certain auto loan agreements selected from the total portfolio of auto loan agreements entered into by the Seller with obligors in Greece.

Under the terms and conditions of a Loan Sale Agreement to be entered into on or around the Closing Date between the Seller, the Issuer and the Trustee (the **Loan Sale Agreement**) and under and in accordance with the provisions of the Securitisation Law, the Seller will, on the Closing Date, sell and assign to the Issuer, subject to the satisfaction of certain conditions precedent, all of the Seller's present and

future interests in and rights and title to certain auto loans (the **Initial Loans**) and certain rights relating to those Loans including, without limitation, insurance proceeds rights, retention of ownership rights and all the formative rights related to such assigned Loans (such as the right to terminate the contract and the right to set interest rates) (the **Ancillary Rights**).

The Seller and Issuer will enter into an assignment agreement governed by Greek law on the Closing Date (the **Assignment Agreement**).

The Issuer, together with the Trustee, will have the benefit of certain warranties from the Seller relating to the Loans. If a Loan fails to comply with the Eligibility Criteria or there is a breach of any of the representations and warranties given by the Seller as at the Closing Date then the Seller will have an obligation to remedy such breach within 30 days after receiving written notice of such breach from the Issuer. If such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 30 day period, the Seller has an obligation to repurchase the relevant Loan (a **Retired Loan**) for cash or procure the delivery of a Replacement Loan in replacement of such Loan subject to the provisions of the Loan Sale Agreement.

The Portfolio:

The portfolio purchased from the Seller and owned by the Issuer from time to time (the **Portfolio**) will comprise the Initial Portfolio other than Loans which have (i) been repaid in full, (ii) Loans in respect of which enforcement procedures have been completed or (iii) Loans which have been repurchased by the Seller since the Closing Date.

The Portfolio may also comprise Replacement Loans that have been transferred to the Issuer to replace Buy-back Loans which have been repurchased by the Seller. In addition, Buy-back Loans repurchased by the Seller pursuant to the Loan Sale Agreement will be removed from the Portfolio.

Buy-back Loan means a Defaulted Loan, Retired Loan or Repurchased Loan, as applicable.

The Initial Portfolio will consist of Initial Loans purchased by the Issuer from the Seller on the Closing Date.

The Initial Portfolio will be drawn (in accordance with the criteria summarised below) only from, and will substantially comprise the Loans contained in, a provisional portfolio of receivables (the **Provisional Portfolio**) owned and selected by the Seller as at the Cut-Off Date.

Cut-Off Date means 31 August 2011.

On the Cut-Off Date, the Provisional Portfolio had the characteristics shown below:

Contractual Balance of all Loans: €496,823,220

Total number of Loans: 67,764

Average Contractual Balance of each Loan: €7,333.62

Contractual Balance of largest Loan: €67,511.31

Final Maturity Date of latest maturing Loan: 4 December 2021

Contractual Balance means, in respect of each Loan, the aggregate of (a) the principal amount outstanding owed by the relevant Borrower; (b) any interest, disbursement, legal expense, fee, charge, service charge, premium or payment which has been properly capitalised in accordance with the relevant Loan conditions or with the relevant Borrower's consent and added to the amounts secured by that Loan (including capitalised interest); and (c) any other amount (excluding accrued interest and arrears of interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Borrower and has not been capitalised in accordance with the relevant Loan conditions or with the relevant Borrower's consent but which is payable in accordance with the terms of that Loan.

Prior to the Closing Date, in forming the Initial Portfolio, the Seller will remove from the Provisional Portfolio all Loans which (a) are fully redeemed, (b) do not comply with the representations and warranties set out in the Loan Sale Agreement, or (c) need to be removed to ensure that the aggregate Contractual Balance of Loans comprised in the Initial Portfolio is as close as possible to the aggregate principal amount of the Notes on the Closing Date. The Seller may also add to the Provisional Portfolio Loans originated on or prior to the Cut-Off Date (provided that they comply with the representations and warranties of the Loan Sale Agreement).

In the event that the aggregate Contractual Balance of the Initial Loans as of the Closing Date is lower than the principal amount of the Notes on the Closing Date, the Seller will have an obligation to pay the Issuer an amount equal to such difference in accordance with the terms of the Loan Sale Agreement. The Seller does not expect this difference to be greater than €15,000,000.

Seller Call Option:

The Seller may exercise the Seller Call Option granted by the Issuer pursuant to the Loan Sale Agreement to purchase, and have assigned to it, the Portfolio and all rights attaching thereto in full on the next Interest Payment Date by giving notice to the Issuer of not more than 120 days and not less than 10 days of such exercise (the **Seller Call Option**). Such purchase will be in an amount equal to the aggregate Contractual Balance relating to the Portfolio on such Interest Payment Date provided that the Seller will only purchase the Portfolio on such Interest Payment Date if the Available Funds will, following the exercise of the Seller Call Option, be sufficient for the Issuer to discharge all his liabilities in respect of the Notes and any amounts to be paid pari passu with or in priority to the Notes according to the Priority of Payments on

such Interest Payment Date.

Seller Repurchase Option

The Seller may exercise the Seller Repurchase Option granted by the Issuer pursuant to the Loan Sale Agreement to purchase, and have assigned to it, on or more Loans (the **Repurchased Loans**) and their related Ancillary Rights on any Athens/London Business Day by giving notice to the Issuer of not more than 30 days and not less than 3 days of such exercise (the **Seller Repurchase Option**). Such purchase will be in an amount equal to the aggregate Repurchase Price relating to the Repurchase Loans on the day of such repurchase.

Repurchase Date means the date on which a Buy-back Loan is repurchased by the Seller from the Issuer in accordance with the Loan Sale Agreement.

Repurchase Price means the Contractual Balance of the relevant Loan on the relevant Repurchase Date.

The Seller may, instead of purchasing a Repurchase Loan from the Issuer, require the Issuer to accept in consideration for the purchase, the transfer of a Replacement Loan such that the aggregate of the Contractual Balance of such Replacement Loans together with any cash consideration equals the cash consideration that would have been payable by the Seller to the Issuer.

Replacement Loan means an auto loan sold by the Seller to the Issuer, after the Closing Date in replacement of a Buy-back Loan in accordance with the Loan Sale Agreement.

On each Servicer Report Date, the Servicer will provide in the Servicer Report the amount of Loans repurchased by the Seller pursuant to the Loan Sale Agreement during the Collection Period ending immediately before such Servicer Report Date.

Servicer Report means a report to be prepared by the Servicer in accordance with the Servicing Agreement in the form agreed, from time to time, between the Servicer, the Issuer and the Cash Manager.

Servicer Report Date means the 15th day of March and September in each year, or if such a day is not an Athens/London Business Day, then on the immediately succeeding Athens/London Business Day.

Description of the Notes

The Notes:

The €400,000,000 Class A Asset Backed Floating Rate Notes due 2023 and the €96,500,000 Class B Asset Backed Floating Rate Notes due 2023 to be issued on the Closing Date by the Issuer.

Status, Form and Denomination:

The Notes will be in bearer form in denominations of €100,000. Each Class of Notes will initially be represented by a Temporary Global Note, without interest coupons or talons, which will be deposited with the Common Safekeeper for Euroclear and Clearstream, Luxembourg on or about the

Closing Date. Each Temporary Global Note will be exchangeable for interests in a Permanent Global Note representing the same class of Notes, without interest coupons or talons, not earlier than 40 days after the date on which the Notes are issued (the **Issue Date**) upon certification of non-U.S. beneficial ownership. Each Permanent Global Note will be exchangeable for Definitive Notes only in the limited circumstances set out in each Permanent Global note.

The Notes will be issued in NGN form and will be delivered upon issue to one of the ICSDs as Common Safekeeper. This does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Notes will constitute limited recourse obligations and will constitute secured, direct and unconditional obligations of the Issuer. The Notes will be constituted by a trust deed governed by English law to be dated on or about the Closing Date (the **Trust Deed**) and each Class of Notes will be secured by the same security. The Notes of each Class will rank *pari passu* with the other Notes of the same class. The Class B Notes will rank subordinate to the Class A Notes in point of security and as to the payment of interest and principal.

It should be noted that, subject to certain exceptions described below, if amounts are due and payable to the Trustee under the Trust Deed or the Deed of Charge, to the Servicer under the Servicing Agreement, to the Cash Manager under the Cash Management Agreement, to the Issuer Account Bank under the Bank Account Agreement, to the Greek Account Bank under the Collection Account Agreement, to the Issuer/Holdco Corporate Services Provider under the Issuer/Holdco Corporate Services Agreement, to any of the Agents under the Agency Agreement, the Issuer's obligations in respect thereof, together with its obligations in respect of certain other amounts, as to which see Application of Funds – Priority of Payments below, will rank ahead of its obligations in respect of the Notes.

In connection with the exercise of the powers, trusts, rights, authorities, duties and discretions vested in it by the Trust Deed and/or any other Transaction Document, the Trustee shall:

- (a) except where expressly provided otherwise in the Trust Deed or any other Transaction Document, have regard to the interests of the Class A Noteholders and the Class B Noteholders equally provided that if in the opinion of the Trustee (for so long as there are any Class A Notes outstanding) there is a conflict between the interests of the Class A Noteholders on the one hand and the interests of Class B Noteholders on the other hand, it shall have regard only to the interests of the Class A Noteholders but so that this proviso shall not apply in the case of such powers, trusts, rights, authorities, duties and

discretions:

- (i) in relation to which it is expressly stated that they may be exercised by the Trustee only if in its opinion the interests of the Noteholders of each Class would not be materially prejudiced thereby; or
 - (ii) the exercise of which by the Trustee relates to any Basic Terms Modification, in which event the Trustee may exercise such powers, trusts, rights, authorities, duties and discretions only if it is satisfied that to do so will not be materially prejudicial to the interests of the Noteholders of any Class that will be affected thereby;
- (b) where it is required to have regard to the interests of the Noteholders (or either Class thereof), have regard to the interests of the Noteholders (or such Class) as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences thereof for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders; and
- (c) except where expressly provided otherwise, have regard only to the interests of the Noteholders and shall not be required to have regard to the interests of any Other Secured Party (as defined below) or any other person or to act upon or comply with any direction or request of any Other Secured Party or any other person whilst any amount remains owing to any Noteholder.

The Trust Deed will contain provisions limiting the powers of the holders of the Class B Notes, *inter alia*, to pass any Extraordinary Resolution (as defined in the Trust Deed) which, in the opinion of the Trustee, may affect the interests of the Class A Noteholders.

The Notes will be obligations of the Issuer only. The Notes will not be obligations or responsibilities of, or guaranteed by, any person other than the Issuer. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Servicer, the Seller, the Paying Agents, the Agent Bank, the Issuer Account Bank, the Greek Account Bank, the Cash Manager or the Issuer/Holdco Corporate Services Provider.

On and from the Closing Date the obligations of the Issuer will be secured over the assets and undertaking of the Issuer

only.

Other Secured Creditors or Other Secured Parties means the Trustee, the Servicer, the Seller, the Issuer/Holdco Corporate Services Provider, the Issuer Account Bank, the Greek Account Bank, the Cash Manager, the Principal Paying Agent, the Agent Bank and any other paying agent appointed under the Agency Agreement and any receiver or other appointee of the Trustee.

Interest:

Interest on the Notes is payable by reference to successive Interest Periods. Interest on the Notes will be payable semi-annually in arrears in euro on the Interest Payment Dates falling on the 20th day of March and September in each year (subject to adjustment for non-business days), (each an **Interest Payment Date**) commencing on the Interest Payment Date falling on 20 March 2012. The first Interest Period will commence on (and include) the Closing Date and (subject to adjustment for non-business days) end on (but exclude) the Interest Payment Date falling in September 2023. Each subsequent Interest Period will commence on (and include) an Interest Payment Date and end on (but exclude) the next succeeding Interest Payment Date.

Interest on the Class A Notes for each Interest Period will accrue on their Principal Amount Outstanding at an annual rate equal to the sum of EURIBOR for six month deposits plus a margin of 2.0 per cent. per annum.

Interest on the Class B Notes for each Interest Period will accrue on their Principal Amount Outstanding at an annual rate equal to the sum of EURIBOR for six month deposits plus a margin of 3.5 per cent. per annum.

The Class B Noteholders will only receive payments of interest on the Class B Notes on any Interest Payment Date to the extent that the Issuer has funds available for such purpose (and any other items ranking *pari passu* therewith) after making payment on such Interest Payment Date of any liabilities due for payment and ranking in priority to the Class B Notes as described below in Summary – Application of Funds.

Any interest which would otherwise be due on any Class B Notes and which is not paid on an Interest Payment Date as a result of insufficiency of funds available for such purpose will itself accrue interest (at the interest rate then applicable to the Class B Notes) and, together with such accrued interest, will be paid to such Class B Noteholders on subsequent Interest Payment Dates to the extent that the Issuer has funds available for such purpose (and any other items ranking *pari passu* therewith), after paying in full on such Interest Payment Date all payments ranking in priority thereto.

Non-payment of any amount of interest in respect of the Class A Notes will constitute an Event of Default and such interest is not subject to deferral.

Withholding Tax:

Payments of interest and principal will be made subject to any applicable withholding or deduction for or on account of any

tax (wherever such tax is imposed) and neither the Issuer nor the Paying Agents will be obliged to pay any additional amounts as a consequence.

Final Redemption:

Unless previously redeemed in full, each Class of Notes will mature at their then Principal Amount Outstanding on the Interest Payment Date falling in September 2023 (the **Final Maturity Date**), together with accrued interest thereon.

Mandatory Redemption in Full:

On receipt from NBG of notice that it intends to exercise the Seller Call Option (as defined below) to acquire the Portfolio in whole pursuant to the Loan Sale Agreement, the Issuer will, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 14 (Notice to Noteholders), redeem all (but not some only) of the Notes on the next Interest Payment Date at their respective Principal Amounts Outstanding together with accrued interest (which shall include, for the avoidance of doubt, Class B Deferred Interest (if any)) provided that, prior to giving any such notice, the Issuer shall have delivered to the Trustee a certificate signed by two directors of the Issuer to the effect that, subject to receiving the consideration payable pursuant to exercise of the Seller Call Option, that the Issuer will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement and/or the Deed of Charge to be paid *pari passu* with, or in priority to, the Notes and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of such condition precedent and it shall be conclusive and binding on the Noteholders.

After giving notice of redemption, the Issuer shall not make any further payment of principal on the Notes and no further reduction shall be made to the Principal Amount Outstanding of any such Note other than by way of redemption pursuant to the above.

Principal Amount Outstanding means in respect of any Note at any time the principal amount thereof as at the Closing Date as reduced by any payment of principal to the holder of the Note up to (and including) that time.

Issuer Optional Redemption:

The Notes will be subject to redemption in full (but not in part), at the option of the Issuer on giving not more than 60 and not less than 30 days' notice to the Noteholders, in an amount equal to their Principal Amount Outstanding plus accrued but unpaid interest relating to that class in each of the following circumstances, on any Interest Payment Date (the **Optional Redemption Date**):

- (a) following a Tax Event; or
- (b) if on such date the aggregate Principal Amount Outstanding of the Notes is 10 per cent. or less of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date; or
- (c) after it has become unlawful (by reason of a change in law in the Hellenic Republic or the United Kingdom

or the interpretation or administration thereof since the Closing Date) for the Issuer to perform its obligations under the Notes or under any of the Transaction Documents,

provided that, in each case, the Issuer will only redeem the Notes on such Interest Payment Date if it is in a position to discharge all its liabilities in respect of the Notes and any amounts to be paid *pari passu* with or in priority to the Notes according to the relevant Priority of Payments.

Tax Event means any of the following:

- (a) any amount is required to be deducted or withheld from amounts of interest or principal payable to the Issuer on the Loans, by reason of a change in law, or a change in the interpretation or administration thereof, which change becomes effective after the Closing Date and/or the Seller is required to pay an additional amount to the Issuer as a result of a change in law or a change in the interpretation or administration thereof in accordance with the terms of the Loan Sale Agreement; or
- (b) on the occasion of the next Interest Payment Date, the Issuer (or any Paying Agent on its behalf) would be required to make any withholding or deduction from any payment of principal or interest in respect of any of the Notes for or on account of any present or future tax, duty or charge of whatsoever nature incurred or levied by or on behalf of the United Kingdom, the Hellenic Republic or any authority thereof or therein; or
- (c) the Issuer becomes subject to taxation or incurs a taxation liability in Greece by reason of a change in law, or a change in the interpretation or administration thereof, where such change becomes effective after the Closing Date,

and in the case of (b) above, the Issuer having been unable (having used reasonable endeavours) to avoid the event described above by arranging the substitution of a company as principal debtor under the Notes, which is incorporated and/or tax resident in another jurisdiction approved in writing by the Trustee, on terms acceptable to the Trustee.

Principal amortisation:

Prior to the enforcement of the Security, Noteholders will be entitled to receive payments of principal on their respective Classes of Notes on each Interest Payment Date to the extent that the Issuer has funds available for the purpose (and any other items ranking *pari passu* therewith) after making payment, on such Interest Payment Date, of any liabilities due for payment and ranking in priority to payments of principal on such class of Notes as provided in the Conditions, the Trust Deed, the Cash Management Agreement and in the Deed of Charge and in the manner and in the amounts specified in Application of Funds below.

Listing: Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market.

Purchases: The Issuer is not permitted to purchase the Notes.

Governing Law of the Notes: English.

Security for the Notes: The Notes will have the benefit of security that is granted, or created, as the case may be:

- (a) by a pledge operating by law over the Issuer's interest in the Loans and the Ancillary Rights and in the Collection Account pursuant to Paragraph 18, Article 10 of Law 3156/2003 of Greece (the **Securitisation Law**);
- (b) pursuant to a deed of charge between, among others, the Issuer and the Trustee for the benefit of the Trustee, the Noteholders and the Other Secured Creditors (the **Deed of Charge**) which will create the following English law security interests:
 - (i) a first priority charge over the Issuer Transaction Account;
 - (iii) first priority security assignments over the Issuer's right, title and interest in the following English law governed documents:
 - (A) the Agency Agreement;
 - (B) the Loan Sale Agreement;
 - (C) the Cash Management Agreement;
 - (D) the Note Purchase Deed;
 - (E) the Servicing Agreement;
 - (F) the Issuer/Holdco Corporate Services Agreement;
 - (G) the Bank Account Agreement;
 - (H) the Issuer – ICSDs Agreement; and
 - (I) a floating charge over any rights or assets of the Issuer not secured by the above.

The pledges, charges and assignments referred to in paragraphs (a) to (b) above are together the Security.

The documents referred to in paragraphs (b) above, together with the Trust Deed, the Notes, the Collection Account Agreement and the Assignment Agreement, are referred to as the **Transaction Documents**.

Other Agreements

Servicing Agreement: Under the Servicing Agreement, the Servicer will agree to provide to the Issuer and the Trustee (in relation to their respective interests therein) certain loan related services. Such services will include servicing the Loans and the Ancillary Rights and services which are incidental thereto.

Collection Account: The Servicer will open and maintain a euro bank account at its branch number 689 in the name of the Issuer to be designated as the collection account under the Securitisation Law (the **Collection Account**). The Collection Account will be operated, in accordance with the Securitisation Law, pursuant to the Collection Account Agreement.

The Servicer will be required, pursuant to the Servicing Agreement, to credit all amounts (including, without limitation, interest, principal, fees (including any related break costs), capitalised fees, charges and penalties, in each case, which relates to the Loans, but excluding, for the avoidance of doubt, amounts representing insurance premium payments and other third party fees advanced by the Seller directly to the relevant third parties) received in accordance with the Servicing Agreement (the **Collections**) to the Collection Account. The Collections will be credited to the Collection Account, less deductions made by the Servicer in accordance with the Servicing Agreement, in respect of certain legal expenses and insurance premium payments associated with the ongoing servicing of the Loans promptly upon receipt or collection of these amounts by the Servicer. The Servicer will transfer all amounts standing to the credit of the Collection Account (which for the avoidance of doubt will exclude any Levy deducted by the Servicer and paid to the Bank of Greece) to the Issuer Transaction Account at or about 12 p.m. Athens time on one Athens/London Business Day prior to each Interest Payment Date.

An **Athens/London Business Day** is a day (other than Saturday and Sunday) on which banks are generally open for business in Athens and London.

Pursuant to the Servicing Agreement, Collections standing to the credit of the Collection Account will accrue interest on an annual basis at a rate equal to the EONIA Rate minus 0.2 per cent.

Such accrued interest (the **Collection Account Income**) will be transferred by the Servicer to the Issuer Transaction Account one Athens/London Business Day prior to each Interest Payment Date.

The Servicer will on each Servicer Report Date supply to the Cash Manager a report setting out the amount of the Collection Account Income transferred to the Issuer Transaction Account during the Collection Period ending immediately before such Servicer Report Date.

Issuer Transaction Account: The Issuer will, on or about the Closing Date, open and maintain a designated euro bank account (the **Issuer Transaction Account**) with the Issuer Account Bank in

London, pursuant to a bank account agreement to be entered into on or about the Closing Date between the Issuer, the Cash Manager, the Issuer Account Bank and the Trustee (the **Bank Account Agreement**), into which all amounts received by the Issuer (including all amounts received in respect of the Loans (other than as otherwise provided) and funds transferred from the Collection Account) will be paid and from which the Issuer will make all payments required to be made by it (including payments under the Notes).

The Issuer Account Bank will, prior to each Calculation Date supply to the Cash Manager a report setting out the amount of the IBA Income for the Collection Period ending immediately prior to such Calculation Date.

Calculation Date means the date falling two Athens/London Business Days before each Interest Payment Date, and on which calculations are made for an Interest Period ending on the immediately succeeding Interest Payment Date by reference to the determinations made on the immediately preceding Determination Date.

IBA Income means, in respect of a Collection Period, the aggregate of the interest received from time to time on the balances on the Issuer Transaction Account during such Collection Period.

Sources of Funds:

The Issuer's receipts (the **Receipts**) in respect of a Collection Period, will comprise the aggregate of:

- (a) Income Receipts;
- (b) amounts of principal received in respect of the Loans (and similar charges allocated to principal collected and to be collected thereunder);
- (c) recoveries of principal from defaulting Borrowers under the Loans being enforced (including the proceeds of the sale of any vehicles) or the Loans which have been enforced (other than recoveries received during such Collection Period in respect of Buy-back Loans purchased by the Seller pursuant to the Loan Sale Agreement);
- (d) the proceeds of the repurchase of any Buy-back Loan by the Seller from the Issuer pursuant to the Loan Sale Agreement other than any proceeds of a repurchase that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Loans from the Seller and of any other sale of any Loan;
- (e) any indemnity amounts paid by the Seller in respect of any Loan pursuant to the Loan Sale Agreement, other than any proceeds of an indemnity payment that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Loans from the Seller;

- (f) all late payment penalties and similar charges;
- (g) all other amounts properly payable to the Issuer (if any);
- (h) any amount due by the Seller under clause 3.2(a)(ii) of the Loan Sale Agreement (the **Seller Reconciliation Amount**),

without double-counting.

Available Funds means, as at a Calculation Date, an amount equal to the aggregate of (i) the Receipts (if any) standing to the credit of the Issuer Transaction Account at the opening of business on the Determination Date immediately prior to such Calculation Date *minus* any amounts standing to the credit of the Issuer Retained Profit Ledger on the Determination Date immediately prior to such Calculation Date and (ii) the Receipts standing to the credit of the Collection Account at the opening of business on the Determination Date immediately prior to such Calculation Date (but excluding amounts representing Levy deducted by the Servicer and paid to the Bank of Greece).

Collection Date means the 1st day of March and September in each year or, if such day is not an Athens Business Day, the immediately succeeding Athens Business Day unless such day would fall in a succeeding month, in which case the immediately preceding Athens Business Day.

Collection Period means each period starting on (and including) a Collection Date (or the Closing Date, in the case of the first Collection Period) and ending on (and excluding) the immediately succeeding Collection Date (or the first Collection Date, in the case of the first Collection Period).

Determination Date means the first Business Day following the end of a Collection Period.

Application of Funds:

Priority of Payments:

Prior to the enforcement of the Security, on each Interest Payment Date the Issuer and/or Cash Manager will apply the aggregate of the Available Funds, as determined on the immediately preceding Calculation Date, to make the following payments or provisions as set out below in the following manner and order of priority (the **Priority of Payments**) in each case only if and to the extent that payments or provisions of a higher priority have been made in full (together with, in each case, any amount in respect of VAT payable thereon as provided for in the relevant agreement):

- (i) firstly, in or towards payment of, *pari passu* and pro rata according to the respective amounts thereof, the costs, expenses, fees, remuneration or any other liability and indemnity payments (including, any tax which may be payable on any indemnity payments due from the Issuer) (if any) payable to the Trustee or any persons appointed by the Trustee under the Trust

Deed, the Deed of Charge and/or any other Transaction Document to which it is a party including any receiver or other appointee;

- (ii) secondly, in or towards payment of, *pari passu* and pro rata according to the respective amounts thereof, (A) all amounts due to the Issuer Account Bank under the Bank Account Agreement and the Greek Account Bank under the Collection Account Agreement (if any), (B) all amounts due to the Cash Manager under the Cash Management Agreement, (C) all amounts due to the Agents under the Agency Agreement and (D) all amounts due to the Issuer/Holdco Corporate Services Provider under the Issuer/Holdco Corporate Services Agreement;
- (iii) thirdly, in or towards payment of all amounts due to the Servicer under the Servicing Agreement;
- (iv) fourthly, in or towards payment of, *pari passu* and pro rata according to the respective amounts thereof, (A) amounts, (including audit fees), which are payable by the Issuer to third parties and incurred without breach by the Issuer of the Trust Deed or the Deed of Charge and not provided for payment elsewhere and to provide for any such amounts expected to become due and payable by the Issuer after that Interest Payment Date (but before the subsequent Interest Payment Date), (B) to provide for the Issuer's corporation tax liability in the U.K. (save to the extent of that corporation tax on the Issuer's profit which can be met out of amounts standing to the credit of the Issuer Retained Profit Ledger), and (C) any other possible liability for taxation (including, without limitation, any VAT for which the Issuer is liable to account to any relevant tax authority) up to the subsequent Interest Payment Date;
- (v) fifthly, in payment to the Issuer of an amount equal to 0.01 per cent. of the aggregate of the Income Receipts for the Collection Period which ended immediately prior to such Calculation Date (the Issuer Retained Profit), which shall be recorded in a separate ledger (the **Issuer Retained Profit Ledger**) and retained in the Issuer Transaction Account, and thereafter dealt with in accordance with the Transaction Documents;
- (vi) sixthly, in or towards payment of interest due on the Class A Notes;
- (vii) seventhly, in or towards redemption of the Class A Notes in an amount equal to the Class A Note Redemption Amount;
- (viii) eighthly, in or towards payment of interest due on the Class B Notes;
- (ix) ninthly, in or towards redemption of the Class B Notes in an amount equal to the Class B Note Redemption

Amount;

- (x) tenths, in or towards payment of Deferred Consideration to the Seller; and
- (xi) eleventhly, the surplus, if any, to the Issuer or to other persons entitled thereto.

Class A Note Redemption Amount means an amount equal to the lesser of:

- (a) the Principal Amortisation Amount; and
- (b) the then Principal Amount Outstanding of the Class A Notes.

Class B Note Redemption Amount means an amount equal to:

- (a) the Principal Amortisation Amount less any amounts repayable on the Class A Notes on such Interest Payment Date; and
- (b) the then Principal Amount Outstanding of the Class B Notes.

VAT means Value Added Tax imposed by the United Kingdom as referred to in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) replacing the same or supplemental thereto or in any primary or subordinate legislation promulgated by the European Union or official body or agency thereof, and any similar turnover tax replacing or introduced in addition to any of the same.

Principal Amortisation Amount:

On each Calculation Date, the Cash Manager will calculate the Principal Amortisation Amount in respect of the immediately following Interest Payment Date.

Principal Amortisation Amount means the lower of:

- (a) the Available Funds relating to such Interest Payment Date, minus:
 - (i) for so long as any Class A Notes are outstanding, all amounts falling due and payable under items (i) to (vi) (inclusive) of the Priority of Payments on such Interest Payment Date; or
 - (ii) to the extent that the Class A Notes have been redeemed in full or would (if (i) above were to be applied) be redeemed in full on such Interest Payment Date, all amounts falling due and payable under items (i) to (viii) (inclusive) of the Priority of Payments on such Interest Payment Date;

and

- (b) the greater of (i) zero and (ii) the Expected Amortisation Amount,

provided that if this calculation gives a negative number, the Principal Amortisation Amount shall be zero.

Expected Amortisation Amount means, in relation to each Calculation Date, the aggregate Principal Amount Outstanding of all Notes less the Outstanding Amount of the Loans, in each case as at such Calculation Date.

Principal Outstanding Amount of the Loans means, in relation to each Calculation Date, (i) the aggregate of the Contractual Balances of the Loans less (ii) any aggregate Principal Losses, in each case as at the immediately preceding Determination Date and (iii) less, in relation to the Interest Payment Date falling in March 2012 only, any Seller Reconciliation Amount.

Principal Loss means, in respect of a Loan, the amount deemed as irrecoverable by the Servicer in accordance with its Operating Procedures Manual in effect from time to time.

Income Receipts:

On each Calculation Date, the Cash Manager will calculate the Income Receipts in respect of the immediately succeeding Interest Payment Date.

Income Receipts means the aggregate of:

- (a) Loan Income Receipts in respect of a Collection Period;
- (b) IBA Income in respect of a Collection Period; and
- (c) Collection Account Income (if any) in respect of a Collection Period,

in each case for the Interest Period corresponding to such Collection Period and ending on the immediately succeeding Interest Payment Date, without double-counting.

Loan Income Receipts means, in respect of a Collection Period ending immediately prior to such Calculation Date the aggregate of:

- (a) payments of interest (which, for the avoidance of doubt, includes amounts representing the Levy) and other fees received in euro from the Borrowers under the Loans; and
- (b) recoveries of interest and outstanding fees from defaulting Borrowers under Loans being enforced or Loans which have been enforced,

in each case for that Collection Period and without double-counting provided that other than in respect of the Initial Portfolio during the first Collection Period, the following amounts shall be excluded from Loan Income Receipts:

- (i) interest accrued on the Loans prior to the Closing Date or relevant Replacement Date;
- (ii) amounts representing capitalised fees and capitalised interest; and
- (iii) amounts representing repayments of insurance premiums advanced directly by the Seller to insurance providers.

Post-Enforcement Priority of Payments:

Following the enforcement of the Security, the Trustee or a receiver appointed by it will apply all monies and receipts in respect of the Security other than in paying or providing for the following amounts (together with any amount in respect of VAT payable thereon) in the following manner and order of priority (the **Post-Enforcement Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

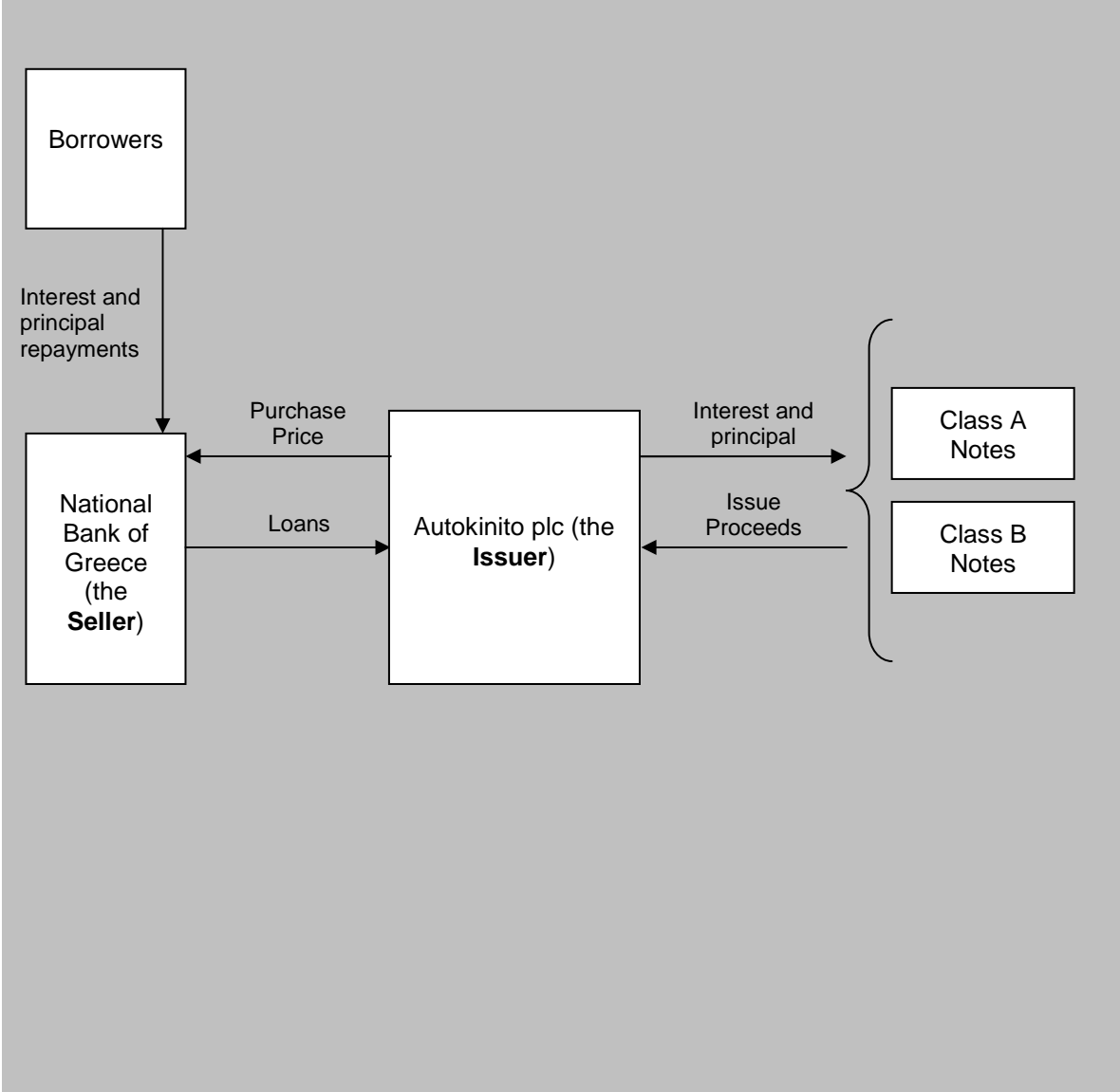
- (i) firstly, in or towards satisfaction of, *pari passu* and pro rata according to the respective amounts thereof, the costs, expenses, fees, remuneration and indemnity payments (including any tax which may be payable on any indemnity payments due from the Issuer) (if any) payable to the Trustee and any receiver or other person appointed by the Trustee and any costs, charges, liabilities and expenses incurred by the Trustee or such receiver or other person, in each case under the Trust Deed, the Deed of Charge and/or any other Transaction Document to which it is a party;
- (ii) secondly, in or towards satisfaction of, *pari passu* and pro rata according to the respective amounts thereof, (a) all amounts due to the Issuer/Holdco Corporate Services Provider under the Issuer/Holdco Corporate Services Agreement, (b) all amounts due to the Servicer under the Servicing Agreement, (c) all amounts due to the Issuer Account Bank under the Bank Account Agreement and the Greek Account Bank under the Collection Account Agreement (if any), (d) all amounts due to the Cash Manager under the Cash Management Agreement, (e) all amounts due to the Agents under the Agency Agreement and (f) any liability for taxation;
- (iii) thirdly, in or towards satisfaction of all interest and principal due or overdue on the Class A Notes;
- (iv) fourthly, in or towards satisfaction of all interest and principal due or overdue on the Class B Notes;
- (v) fifthly, in or towards payment to the Issuer of an amount equal to 0.01 per cent. of Income Receipts in respect of the security, which shall be retained in the Issuer Retained Profit Ledger and thereafter dealt with in accordance with the Transaction Documents;
- (vi) sixthly, in or towards satisfaction of all amounts of

Deferred Consideration to the Seller; and

- (vii) seventhly, the surplus, if any, to the Issuer or other persons entitled thereto.

Levy means the levy payable under law 128/75 of the Hellenic Republic.

STRUCTURE DIAGRAM



RISK FACTORS

The following is a summary of certain aspects of the issue of the Notes and related transactions about which prospective Noteholders should be aware. This summary is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Offering Circular. If you are in any doubt about the contents of this Offering Circular you should consult an appropriate professional adviser.

Liabilities under the Notes

The Notes will be obligations of the Issuer only. The Notes will not be obligations or responsibilities of, or guaranteed by, any other entity, including (but not limited to) the Trustee, the Seller, the Holdco the Servicer, the Principal Paying Agent, the Agent Bank, the Cash Manager, the Issuer Account Bank, the Greek Account Bank, the Issuer/Holdco Corporate Services Provider or by any entity affiliated to any of the foregoing. No one other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes.

Recourse only to the assets of the Issuer

The Notes are limited recourse obligations of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Offering Circular including but not limited to the Transaction Parties. None of the foregoing or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

No holder of any Notes will be entitled to proceed directly or indirectly against the Transaction Parties. None of the foregoing or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

The aggregate Contractual Balance of the Initial Loans as of the Cut-Off Date is €496,823,220.78 whilst the Principal Outstanding Amount of the Notes on the Closing Date will be €496,500,000.

The Contractual Balance of the Initial Loans as of the Closing Date may be lower than the Contractual Balance of the Initial Loans as of the Cut-Off Date. The Seller does not expect this difference to be greater than €15,000,000.

Where the Contractual Balance of the Initial Loans as of the Closing Date is less than the Principal Amount Outstanding of Notes on the Closing Date (the **Bond Asset Differential**), the Seller will be obliged to pay the Bond Asset Differential to the Issuer in accordance with the terms of the Loan Sale Agreement. If the Seller does not make such a payment when due, the Issuer may not be able to repay principal on the Notes.

In the event of any principal losses are incurred in relation to the Loans or the Issuer is liable for costs, in each case greater than the Bond Asset Differential, the Issuer is likely not to have sufficient funds to repay the principal on the Notes. In particular, this could affect the ability of the Issuer to repay principal on the Class B Notes as any shortfall will be first borne by the Class B Notes.

Restriction on exercise of certain rights

The Deed of Charge will contain provisions to the effect that only the Trustee may enforce the Security and prohibiting the Other Secured Creditors from taking any action (including petitioning for winding-up, liquidation or administration) against the Issuer for recovery of any amounts owed to them, unless (a) an Acceleration Notice has been served or the Trustee fails (when bound to do so) to serve an Acceleration Notice and (b) the Trustee fails (when bound to do so) to enforce the Security, and even in the circumstances described in (a) and (b), each Secured Party (other than the Trustee) will be prohibited from petitioning for the winding-up, liquidation or administration of the Issuer other than as may be permitted in the Conditions to the Notes and/or the Deed of Charge.

Subordination of the Class B Notes

The Class B Notes will be affected by considerations which do not affect the Class A Notes. In

particular, the Class A Notes will rank in point of payment and security prior to the Class B Notes. Accordingly, any shortfall in the funds to make required payments on the Notes will be allocated first to the Class B Notes and then to the Class A Notes. Following an enforcement of Security, any losses after application of the Issuer's assets (including any proceeds of sale of the Portfolio and the balances on the Issuer Transaction Account) in accordance with the Post-Enforcement Priority of Payments will be attributable first to the Class B Notes and then to the Class A Notes. Prior to such enforcement, the Class B Notes will support the timely payment of interest on the Class A Notes because of the higher ranking of payments of interest under the Class A Notes than payments of interest due under the Class B Notes. There can be no assurance, however, that these subordination rules will protect the holders of the Class A Notes from all risks of loss.

Conflict between Classes of Noteholders

The Trust Deed will contain provisions requiring the Trustee to have regard to the interests of the Noteholders equally, as regards all powers, trusts, rights, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), provided that if in the opinion of the Trustee (for so long as there are any Class A Notes outstanding) there is a conflict between the interests of the Class A Noteholders, on the one hand and the interests of the Class B Noteholders on the other hand, it shall have regard only to the interests of the Class A Noteholders but so that this proviso shall not apply in the case of powers, trusts, rights, authorities, duties and discretions:

- (A) in relation to which it is expressly stated that they may be exercised by the Trustee only if in its opinion the interests of the Noteholders of each Class would not be materially prejudiced thereby; or
- (B) the exercise of which by the Trustee relates to any Basic Terms Modification, in which event the Trustee may exercise such powers, trusts, authorities, duties and discretions only if it is satisfied that to do so will not be materially prejudicial to the interests of the Noteholders of any Class that will be affected thereby.

Conflict between Noteholders and other Secured Creditors

So long as any of the Notes are outstanding, the Trustee shall not have regard to the interests of the Other Secured Creditors, subject to the Conditions.

NBG will purchase all of the Notes on the Closing Date (see *Subscription and Sale* below). While NBG remains the beneficial owner of any whole class of Notes, it will be entitled to vote in respect of them.

Certain Material Interests

Citibank, N.A., London Branch will act as Principal Paying Agent and Agent Bank and Issuer Account Bank. Other parties to the transaction may also perform multiple roles, including NBG, who will act as Seller, Servicer and Greek Account Bank.

The Trust Deed provides that the Trustee shall not by reason of its fiduciary position be in any way precluded from (i) entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or any party to the Transaction Documents or whose obligations are comprised in the Charged Property, or (ii) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities or any other office of profit. The Trust Deed also provides that the Trustee shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement or, as the case may be, any such trusteeship or office of profit without regard to the interests of the Noteholders, or any Other Secured Party and notwithstanding that the same may be contrary or prejudicial to the interests of the Noteholders, or any Other Secured Party and that the Trustee shall not be responsible for any liability occasioned to the Noteholders thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or other amount or benefit received thereby or in connection therewith.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction:

- (a) having previously engaged or in the future engaging in transactions with other parties to the transaction;
- (b) having multiple roles in this transaction; and/or
- (c) carrying out other transactions for third parties.

In addition, this could also lead to a conflict between the interests of these parties and the interests of the Noteholders. Any such conflict may adversely affect the ability of the Issuer to make payments of principal and/or interest in respect of the Notes.

Yield and Prepayment Considerations

The yield to maturity of the Notes of each class will depend on, among other things, the amount and timing of payment of principal on the Loans (including full and partial prepayments under a Loan, sale proceeds arising on enforcement of a Loan and repurchases of Loans which are part of the Portfolio by the Seller due to breaches of representations and warranties under the Loan Sale Agreement (although this may be mitigated by the purchase of Replacement Loans by the Issuer)) and the price paid by the Noteholders for the Notes. Such yield may be adversely affected by a higher or lower than anticipated rate of prepayments on the Loans.

Principal prepayments in full may occur as a result of or in connection with the voluntary refinancing by a Borrower or as a result of enforcement proceedings under the relevant Loan, as well as the receipt of proceeds from insurance policies. In addition, repurchases of Loans by the Seller will have the same effect as a prepayment in full of such Loans although this may be mitigated by the purchase of Replacement Loans in these circumstances.

The rate of prepayment of the Loans cannot be predicted and is influenced by a wide variety of economic, social and other factors, including the availability of alternative financing and local and regional economic conditions. No assurance can be given as to the level of prepayment that the Portfolio will experience.

Performance of the Portfolio and default by Borrowers in paying amounts due on their Loans

The ability of the Issuer to meet its obligations to pay principal and interest on the Notes (and its operating and administrative expenses) will, ultimately, be subject to the risk of default by Borrowers (such that, after completion of enforcement procedures in respect of the relevant Loan in the Portfolio and the Ancillary Rights related thereto the Issuer may not receive the full principal and interest due on each Loan). Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence delinquency rates, prepayment rates and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in the Borrowers' individual, personal or financial circumstances may affect the ability of the Borrowers to repay Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of the Borrowers to repay the Loans.

In the event of such a default, if the cash flows derived from the Loans and any other assets of the Issuer are insufficient to meet any shortfall, then Noteholders may not receive all sums expected to be received by them.

If there are insufficient funds available as a result of such deficiencies, then the Issuer may not be able, after making the payments to be made in priority thereto, to pay, in full or at all, amounts of interest and principal due to holders of, firstly, the Class B Notes and secondly, the Class A Notes. In this situation, there may not be sufficient funds to redeem each class of the Notes on or prior to the Final Maturity Date.

Searches and Investigations

The Issuer has not made or caused to be made on its behalf all of the enquiries, searches or investigations which a prudent purchaser of assets such as the Portfolio would make (and will not do so) and the Trustee, the Cash Manager, the Issuer Account Bank, the Issuer/Holdco Corporate Services Provider and the Agents have made no such enquiries, searches or investigations. Each of the Issuer, the Trustee and such other parties will rely on the representations and warranties made by the Seller to be contained in the Loan Sale Agreement. The ultimate remedy for a breach of such representations and/or warranties if such breach cannot be otherwise rectified within 21 days in accordance with the Loan Sale Agreement will be limited to a repurchase by the Seller of the Loans which are the subject of a breach of representation and/or warranty.

The Seller will be obliged to repurchase only those Loans (if any) in respect of which a representation and/or warranty given by the Seller pursuant to the Loan Sale Agreement was breached.

Interest Rate Risk

The interest rates on the Loans will not necessarily match the rate of interest payable by the Issuer to the Noteholders under the Notes (which will be calculated by reference to a margin over six-month EURIBOR).

Interest Rates under the Notes

The Rate of Interest in respect of each Class of Notes for each Interest Period will be the aggregate of the relevant margin and an underlying rate (EURIBOR) in each case determined in accordance with Condition 4(c) (*Rates of Interest*). Condition 4(c)(ii), (iii) and (iv) contains provisions for the calculation of such underlying rate based on rates given by various market information sources, and also contains alternative methods of calculating the underlying rate should those market information sources be unavailable. The market information sources might become unavailable for various reasons, including suspensions or limitations on trading, events which affect or impair the ability of market participants in general, or early closure of market institutions. These could be caused by physical threats to the publishers of the market information sources, market institutions or market participants in general, or unusual trading, or matters such as currency changes.

Borrower inability to repay in event of interest rate fluctuation

Borrowers of the floating rate and/or the fixed-to-floating rate Loans may become unable to repay the loans in the event of wide fluctuations in interest rates and may default. As a result of such defaults the Issuer may not receive payments it would otherwise be entitled to from such Borrowers.

If there are insufficient funds available as a result of such defaults, then the Issuer may not be able, after making the payments to be made in priority thereto, to pay, in full or at all, amounts of interest and principal due to holders of, firstly, the Class B Notes and secondly, the Class A Notes. In this situation, there may not be sufficient funds to redeem each class of the Notes on or prior to the Final Maturity Date.

Interest rates cannot be predicted and are influenced by a wide variety of economic, social and other factors.

Permitted Variations

The Seller is entitled to make any variations to the terms and conditions of a Loan in accordance with the terms of its Operating Procedures Manual, as in effect from time to time. These permitted variations may include changes to the terms of (i) either the type or tenor of the base rate of interest provided, (ii) the frequency by which the Borrower is obliged to make interest payments, (iii) the interest margin over the base rate of interest, (iv) the maturity of the Loan, (v) the dates for prepayment or (vi) the prepayment penalties. The effect of this could be to reduce the overall yield on the Portfolio and increase the risk profile of the Portfolio.

Servicing of the Loans and the Notes

The terms of the Servicing Agreement and the Cash Management Agreement will set out the

circumstances in which the appointment of the Servicer and the Cash Manager, as applicable, may be terminated. If the appointment of the Servicer or the Cash Manager is terminated, it will be necessary for the Issuer to appoint a replacement servicer or cash manager (as applicable) to undertake the obligations and to perform the services which the Servicer and Cash Manager will undertake and perform under the terms of the Servicing Agreement and the Cash Management Agreement, respectively.

There can be no assurance that a replacement servicer or cash manager would be found who would be willing and/or able to service the Portfolio (in the case of the Servicer) or to provide cash management services to the Issuer for a commercially reasonable fee on the terms of the applicable agreement. In any event, the ability of a replacement servicer or cash manager to perform the required services would also depend, among other things, on the information, software and records available at the time of its appointment.

Any delay or inability to appoint a replacement servicer or cash manager may affect the receipt of payments from Borrowers on the Loans in the Portfolio, the identification of Collections received, the transfer of Collections into and out of the Collection Account and the Issuer Transaction Account and/or the ability of the Issuer to make timely payments on the Notes.

The Issuer is party to a number of other agreements with other third parties that have agreed to perform services in relation to the Notes. The failure by any relevant third party to perform its obligations could ultimately cause a reduction in the amount of funds available, or a delay in the allocation of the funds available to make payments in respect of the Notes.

Issuer Optional Redemption

Although the Issuer is entitled (as to which see Condition 6 (Redemption)) to redeem the Notes at its option in certain circumstances, it is not obliged to do so. The ability of the Issuer to redeem the Notes in any of the circumstances in which it is entitled to do so will be dependent primarily upon its ability to sell or refinance the Portfolio for an amount sufficient to enable the Issuer to make payments of all sums due to the Noteholders upon any such redemption. Accordingly, if the Issuer is unable to raise sufficient redemption funds, whether by sale or refinancing of the Portfolio or otherwise, the Issuer will not be able to exercise its right of optional early redemption of the Notes.

Prepayment due to exercise of Seller Call Option

Under the terms of the Loan Sale Agreement, the Issuer has granted to the Seller the Seller Call Option. Pursuant to the Seller Call Option, the Seller may exercise an option to purchase, and have assigned to it, the Portfolio and all rights attaching thereto in full on the next Interest Payment Date by giving notice to the Issuer of not more than 120 days and not less than 90 days of such exercise. Such purchase will be in an amount sufficient for the Issuer to discharge all his liabilities in respect of the Notes and any amounts to be paid *pari passu* with or in priority to the Notes according to the relevant Priority of Payments on such Interest Payment Date. On receipt by the Issuer of the Seller's notice of the exercise of the Seller Call Option, the Issuer will redeem all of the Notes at their Principal Amount Outstanding together with accrued interest on the next Interest Payment Date subject to, amongst other things, the Issuer having given not more than 60 and not less than 30 days' notice to the Trustee and the Noteholders of its intention to redeem all of the Notes. As a result, the Noteholders are subject to the prepayment risk in respect of their investment in the Notes due to the exercise by the Seller of the Seller Call Option.

Subordination of Payments to Noteholders

Investors should be aware that payments to Noteholders will be subject to the orders of priority as set out in the Priority of Payments.

Limited Liquidity

There is currently no secondary market for the Notes. There can be no assurance that a secondary market for all or any class of Notes will develop or, if it does develop, that it will continue to exist for the life of the Notes or that it will provide the holders of such Notes with liquidity of investment. In

addition, the market value of the Notes may fluctuate. Consequently, any sale of the Notes by the Noteholders in any secondary market which may develop may be at a discount to the original purchase price of such Notes.

The Notes are also subject to certain selling restrictions which may further limit their liquidity (see *Subscription and Sale* below).

Repossession Procedure and Rules

The Initial Portfolio will contain Loans where the title to the vehicle is retained by the person who sells the vehicle to a Borrower (the **Auto Supplier**) and loans where title to the Vehicle is transferred to the Borrower.

When a Loan becomes a Defaulted Loan, the financed vehicle may be recovered in three ways:

- (a) through the voluntary return of the vehicle by the Borrower;
- (b) where ownership of the vehicle has been retained by the Auto Supplier for the benefit of NBG, through a claim of repossession of the vehicle filed by NBG before the competent court against the underlying Borrower; or
- (c) in case the ownership of the vehicle has passed to the Borrower, pursuant to a court order, issued following a request by NBG.

After the financed vehicle is retrieved, NBG is entitled to sell it, in the first two cases by a private bidding process as set out in NBG's manuals and in the last case through a mandatory auction to be conducted in accordance with the provisions of the Greek Code of Civil Procedure.

As the second and third recovery procedures involve court action by NBG and the first procedure relies upon actions of the Borrower, the process of repossessing a vehicle relating to a Defaulted Loan and selling such vehicle may take considerable time. This could affect the ability of the Issuer to repay principal and interest on the Notes.

Risks relating to economic activity in Greece

The Greek economy is experiencing a severe recession and Greece is experiencing unprecedented pressure on its public finances. The severe increase of Greece's budget deficit has led to lower credit ratings by international credit rating agencies during 2010 and 2011. The tensions relating to Greek public finances have affected the liquidity and profitability of the financial system in Greece and have resulted in:

- (a) lower market values for Greek government debt;
- (b) limited liquidity to the Greek banking system;
- (c) an increase in funding from the European Central Bank;
- (d) an increase in competition between Greek banks;
- (e) limited credit extension to customers; and
- (f) an increase in the amount of non performing loans;.

In early May 2010, the Greek government agreed to a stabilisation programme, jointly supported by the International Monetary Fund (**IMF**), the European Central Bank (**ECB**) and the member states of the Eurozone, the IMF/Eurozone Stabilisation and Recovery Program (the **IMF/Eurozone Stabilisation and Recovery Program**) according to which the Greek government has committed to implement measures to decrease expenses and increase revenues with specific goals as to the level of reduction of the government deficit. The IMF/Eurozone Stabilisation and Recovery Program also contains structural measures and policy guidelines designed to boost the country's competitiveness

and improve Greece's growth rates in the medium term.

As part of the IMF/Eurozone Stabilisation and Recovery Program, the Eurogroup has approved a €80 billion financial support plan for Greece, consisting of bilateral loans from member states of the Eurozone, in conjunction with an IMF €30 billion stand-by arrangement. The assistance is provided in quarterly instalments and is conditional on fulfilment of the timelines and targets included in a memorandum of understanding on specific policy conditionality agreed with the Greek authorities. Compliance with policy conditions is reviewed by the European Commission in liaison with the European Central Bank and the IMF on a quarterly basis. As at the date of this Offering Circular, five tranches of the Eurogroup/IMF financing package have been extended to Greece, namely €20 billion in May 2010, €9 billion in September 2010, €9 billion in December 2010/January 2011, €15 billion in March 2011 and, most recently, a €12 billion tranche was released on 15 July 2011.

Despite the implementation of the above measures and the Greek government's commitment to implement the IMF/Eurozone Stabilisation and Recovery Program, a possible failure to attain fiscal and other targets may lead to the termination of the fiscal support by the IMF, the ECB and the Eurogroup. In addition, even if the IMF/Eurozone Stabilisation and Recovery Program is successfully implemented, it is uncertain whether it will achieve its set targets and objectives and it remains uncertain whether the Greek economy will grow sufficiently to ease the financing constraints on Greece. Investors should also note that any further significant deterioration in global economic conditions, (including the credit profile of EU countries, the credit worthiness of Greek or international banks or changes to the Eurozone (including, for example, Greece no longer being a member of the Eurozone)) may further affect the ability of Greece to meet its funding needs. This could have a material adverse effect on the ability of the Greek State to meet its liabilities.

Further, there can be no assurance that if the current negative economic conditions in Greece continue, or if any of the events described above occur, or if there is a further weakening in the Greek economy that this will not have a material adverse effect on the business, results of operations and financial results of the Seller.

Loans to businesses and households are expected to remain under considerable pressure in Greece as the sizeable downward pressure on household disposable incomes and firms' profitability from the austerity measures as well as the resulting deterioration in the business environment against a backdrop of tighter credit conditions are likely to impair further demand for loans. In addition, the further market turmoil and worsening macro-economic conditions in Greece, in conjunction with the increasing signs of contagion to other peripheral euro area economies, could materially adversely affect the liquidity, businesses and/or financial conditions of the Seller's borrowers, which could in turn further increase its non-performing loan ratios, impair its loans and other financial assets and result in decreased demand for borrowings and increase deposit outflows. In a context of continued market turmoil, worsening macro-economic conditions and increasing unemployment coupled with declining consumer spending, the value of assets comprising the Portfolio as well as collateralising the Seller's other secured loans, including homes and other real estate, could decline significantly, which could result in impairment of the value of the Seller's loan assets and could be accompanied by an increase in its non-performing loan ratios. In addition, the Seller's customers may further significantly decrease their risk tolerance to non-deposit investments such as stocks, bonds and mutual funds, which would adversely affect the Seller's fee and commission income. Any of the conditions described above could have a material adverse effect on the Seller's business, financial condition and results of operations as well as the ability of Borrower or Guarantors to satisfy their liabilities as and when they fall due.

Deteriorating macro-economic conditions in Greece generally could adversely affect the Seller

The Seller's business activities are dependent on the level of demand for banking, finance and financial services required by its customers. In particular, levels of borrowing are heavily dependent on customer confidence, employment trends, the state of the economy and market interest rates at the time. As the Seller currently conducts the majority of its business in Greece, its performance is influenced by the level and cyclical nature of business activity in Greece, which is in turn affected by both domestic and international economic and political events. There can be no assurance that the evolving sovereign debt crisis and continuing economic recession in Greece will not have an additional material effect on the Seller's future results.

After about seven years of solid growth of circa 30 per cent. annually, consumer credit slowed considerably to 15.6% and 1.9% for year-on-year in December 2008 and 2009 respectively, and entered negative territory in 2010 contracting by 3.7% for year-on-year. The pace of contraction in July 2011 accelerated to 5.9% for year-on-year. The outbreak of the international financial crisis by mid-2007, the Lehman collapse and, most importantly, the start of the Greek sovereign crisis were the main drivers underlying the sharp compression of consumer credit. The sizeable decline of household disposable income (by about 12 per cent cumulatively in nominal terms until first half of 2011) due to the self-reinforcing feedback between austerity measures and economic recession, the increase in effective interest rates on consumer credit (by about 200 basis points between 2008 and first half of 2011) and the persistently high level of uncertainty took a heavy toll on loan demand. Moreover, tightening liquidity conditions and credit criteria exacerbated the drop in consumer lending. Credit categories related with segments of consumer spending with high income elasticities such as car loans have registered an even larger drop compared with the average decline in consumer credit.

Against a backdrop of deteriorating macroeconomic trends, as described above, the Greek governments on 2 May 2010, the Greek Government signed has implemented an ambitious stabilization and structural reforms program as part of the IMF/Eurozone Stabilisation and Recovery Program. The magnitude of the fiscal adjustment agreed under the IMF/Eurozone Stabilisation and Recovery Program has a significant effect on economic activity and private sector's disposable income in Greece, adding to the negative impact arising from the continuing drop in consumer confidence resulting from the evolving sovereign debt crisis and ongoing sizeable macroeconomic imbalances. If the Stabilization Programme is not implemented successfully, economic activity may contract further in the future while liquidity and credit conditions are likely to deteriorate further.

The IMF/Eurozone Stabilisation and Recovery Program, if successfully implemented, will provide cash flow relief to the Greek Government through lower interest rates and extended maturities, and will ensure a significant level of private sector participation in Greek debt refinancing through the voluntary rollover of Greek Government bonds maturing up to June 2023 into a menu of four options. The debt service burden will be reduced as future programme loans to Greece will be lengthened from the current 7.5 years to a minimum of 15 years and up to 30 years, with a grace period of 10 years, while the interest rate on these loans will be as close to, without being below, the IMF/Eurozone Stabilisation and Recovery Program's lending cost (currently approximately 3.5%). In this respect, the activation of the new program could lay the ground for the stabilization of confidence and the bottoming out of economic activity in Greece.

The above factors – especially the contraction of disposable income due to declining employment, wage reductions and tax increases and higher lending rates – have weakened the debt-servicing capacity of Greek households. The continuing recession and still high uncertainty together with loan portfolio re-pricing and conservative risk management are expected to impair further Greek households' debt servicing potential at least until end-2012 or early 2013 when a bottoming out of Greek labour market is expected. In this vein, demand and supply of consumer loans will remain subdued while the quality of consumer loan portfolio of the Greek banking system will experience a further deterioration in the second half of 2011 and 2012.

Implementations risks of the EU summit decisions for a second support package for Greece are still evident as are slippages from fiscal-consolidation-program targets and, in this respect, market concerns about the prospects for the Greek economy and its ability to service its high level of government debt remain elevated. Significant lags in the implementation of the agreement (extending through early to the fourth quarter of 2011) due to the time needed for the completion of the debt rollover process, the pending issue of parliamentary approval of the agreement in some Eurozone countries, have been compounded by mounting market concerns about Greece's ability to meet fiscal targets for 2011, as implementation risks remain high and recessionary pressures persist.

Possible difficulties in the implementation of the Agreement by other Eurozone countries or the conclusion of the debt rollover process, slippages from austerity program targets and/or a protracted period market turmoil and worsening macro-economic conditions in Greece, in conjunction with the increasing signs of contagion to other peripheral Eurozone economies, could materially adversely affect the liquidity, businesses and/or financial conditions of the Seller's borrowers, which could in turn further increase its non-performing loan ratios, impair its loans and other financial assets and result in decreased demand for loans and additional deposit outflows. In this context of severe market

turbulence, worsening macro-economic conditions and increasing unemployment coupled with declining consumer spending, the value of assets comprising the Portfolio as well as collateralising the Seller's other secured loans, could decline significantly, which could result in impairment of the value of the Seller's loan assets and could be accompanied by an increase in its non-performing loan ratios. In addition, the Seller's customers may further significantly decrease their risk tolerance to non-deposit investments such as stocks, bonds and mutual funds, which would adversely affect the Seller's fee and commission income. Any of the conditions described above could have a material adverse effect on the Seller's business, financial condition and results of operations. Investors should also note that any further significant deterioration in global economic conditions, (including the credit profile of EU countries, the credit worthiness of Greek or international banks or changes to the Eurozone (including, for example, Greece no longer being a member of the Eurozone)) may further affect the ability of Greece to meet its funding needs.

NBG's borrowing costs and liquidity levels may be negatively affected by further downgrades of the Hellenic Republic's credit rating

The Hellenic Republic has recently undergone a series of credit rating downgrades, with Fitch Ratings Ltd. (**Fitch**) lowering the Hellenic Republic's credit rating to CCC (on 13 July 2011), Standard & Poor's Ratings Services (**Standard & Poor's**) to CC (on 27 July 2011) and Moody's Investor Services Inc. (**Moody's**) to Ca (on 25 July 2011), all being below investment grade. Moody's also downgraded Greece's short-term issuer rating from Prime-1 to not-prime. These credit ratings have been issued by rating agencies, which are established in the European Union and which have applied for registration under Regulation (EC) No. 1060/2009, although notification of the corresponding registration decision has not yet, in the case of each rating agency, been provided by the relevant competent authority for such rating agency. The agencies' rationale for these downgrades was that a deepening recession and rising debt service costs would make it harder for the Hellenic Republic to meet its deficit reduction targets. A downgrade of the Hellenic Republic's rating may occur again in the future in the event of a more drastic deterioration in public finances as a result of a poorer performance in economic activity or as a result of the measures proposed being perceived as insufficient. Accordingly, the cost of risk for the Hellenic Republic would increase further, with negative effects on the cost of risk for Greek banks and hence on their results. Historically, NBG's credit rating has been no higher than the rating for the Hellenic Republic. Further downgrades of the Hellenic Republic could result in a corresponding downgrade in NBG's credit ratings.

Negative sentiment surrounding the Hellenic Republic, including a further downgrade of the sovereign rating, could also further increase the debt servicing cost of the Hellenic Republic. The widening of this spread could delay the country's economic improvement by raising the borrowing costs for the banks and put additional strains on their liquidity.

Implementation of and/or changes to the Basel II framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors

In 1988, the Basel Committee on Banking Supervision (the **Basel Committee**) adopted capital guidelines that explicitly link the relationship between a bank's capital and its credit risks. In June 2006 the Basel Committee finalised and published new risk-adjusted capital guidelines (**Basel II**). Basel II includes the application of risk-weighting which depends upon, amongst other factors, the external or, in some circumstances and subject to approval of supervisory authorities, internal credit rating of the counterparty. The revised requirements also include allocation of risk capital in relation to operational risk and supervisory review of the process of evaluating risk measurement and capital ratios.

Basel II has not been fully implemented in all participating jurisdictions. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow the framework. The Basel II framework is implemented in the European Union by the CRD. Certain amendments have been made to the CRD, including by Directive 2010/76/EU (the so-called CRD III), which is required to be implemented by Member States by the end of 2011 and which introduces (amongst other things) higher capital requirements for certain trading book positions and re-securitisation positions.

It should also be noted that the Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as Basel III), and on 1 June 2011 issued its

final guidance, which envisages a substantial strengthening of existing capital rules, including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards and minimum leverage ratio for credit institutions. In particular, the changes include, amongst other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the Liquidity Coverage Ratio and the Net Stable Funding Ratio). Member countries will be required to implement the new capital standards from January 2013, the new Liquidity Coverage Ratio from January 2015 and the Net Stable Funding Ratio from January 2018. The Basel Committee is also considering introducing additional capital requirements for systemically important institutions from 2016. The changes approved by the Basel Committee may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Notes.

The European authorities support the work of the Basel Committee on the approved changes in general and, on 20 July 2011, the European Commission adopted a legislative package of proposals (known as CRD IV) to implement the changes through the replacement of the existing CRD with a new Directive and Regulation. As with Basel III, the proposals contemplate the entry into force of the new legislation from January 2013, with full implementation by January 2019; however the proposals allow individual Member States to implement the stricter definition and/or level of capital more quickly than is envisaged under Basel III.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

EU Savings Directive on the Taxation of Savings Income

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **EU Savings Directive**), each Member State of the European Union is required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-European Union countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the EU Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State of the European Union which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a Paying Agent, the Issuer will be required to maintain a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to the EU Savings Directive. See further the section entitled *Taxation - United Kingdom Taxation* below.

Set-Off

Consumer Protection Litigation

The provisions of Law 2251/1994 on consumer protection have triggered a number of class actions by consumer associations challenging the lawful character and the validity of general terms included in

credit agreements entered into by Greek banks, as well as of such banks' associated practices. The most important court precedent in this respect includes the Supreme Court Decision No. 1219/2001, which dealt with the abusive and illegal character of a number of general terms found in credit card contracts, as well as the Supreme Court Decision 430/2005 and the Athens Court of Appeal Decision No. 5253/2003, which dealt with the abusive and illegal character of a number of general terms of mortgage loan contracts.

Taking also into consideration the applicable legislation regarding transparency requirements, namely the Act of the Governor of the Bank of Greece No. 2501/2002 on the information to be provided by the credit institutions to their customers concerning their transactions, together with related Circulars and Decisions No. 178/2004 and 234/2006 of the Committee of Banking and Credit Issues of the Bank of Greece, the documentation for certain of the loan agreements, under which Loans to be included in the Initial Portfolio arise, includes provisions that may be construed as abusive by Greek courts pursuant to Law 2251/1994 as applied by the above court precedent. In particular, these provisions refer to:

- (i) the unilateral application of a credit excess limit charge without, though, specifying the exact amount of such limit; and
- (ii) the charging of costs in case of readjustment of the payment frequency after request by the Borrower.

To the extent that the Borrower has actually been charged with the amount under (i) above, or with the amounts under (ii) above, then the Borrower may be permitted to claim back such amounts charged by the Seller (the Borrower's Reclaimable Amounts) and set off any such Borrower's Reclaimable Amounts against the Issuer's claims under the Loans. The ultimate effect of this could be to reduce the yield on the Portfolio and the funds available to make payments in respect of the Notes. It is noted that, pursuant to the Loan Sale Agreement, the Seller has represented that it has not charged a Borrower with the amount under (i) above.

In its recent Decision No. 961/2007, which was confirmed by decision 3499/2008 of the Athens Court of Appeal (regarding which an appeal has been submitted before the Supreme Court and is still pending), the Athens Court of First Instance has heard a class action brought by a consumer association regarding the validity of a number of general terms included in deposit agreements, credit card agreements and in consumer and mortgage business documents of a major Greek bank. Among others, the Court applied the provisions of Law 2251/1994 on consumer protection and has found the term for the readjustment by the bank of its variable interest rate in credit card agreements up to 200 per cent, of the difference between the previous and the new ECB Rate at the bank's discretion as abusive and, therefore, illegal, due to its vague character and to the significant disturbance of the balance between rights and obligations to the detriment of the consumer and has ordered the defendant bank to refrain from using such term in its agreements with its customers. Such finding refers not only to the discretion of the bank to adjust upwards the variable interest rate at a percentage that is higher than the percentage of the increase of the ECB Rate, but also to the discretion of the bank not to adjust downwards the variable interest rate in case of decrease of the ECB Rate.

A recent legislative development is the issuance of Ministerial Decision No. ZI - 798/25.6.2008 as amended by Ministerial Decisions ZI-21/17.1.2011 and ZI-74/4.2.2011 (the **Ministerial Decision**). The Ministerial Decision prohibits credit institutions from including general terms and conditions that have been judged by courts as abusive in consumer contracts. Following the filing of a class action suit and upon the issuance of a court decision that has been rendered final, it is not possible to further appeal or challenge these rulings.

Pursuant to the Ministerial Decision, the following general terms and conditions have been judged abusive and should not be included in consumer loan agreements:

- (a) the collection of financing fees, loan pre-approval fees or loan request review fees (the amount of which is scaling pursuant to the loan's amount);
- (b) the collection of any commission fees or any file fees;

- (c) the right of the credit institution to terminate the loan and request full repayment (plus default interest) where the debtor has failed to pay any instalment (full or partially), interest or costs when they fall due;
- (d) the right to require, as additional collateral, the assignment to the credit institution of the rents received in respect of a residence, in a case where such residence has been secured by mortgage for an amount exceeding the loan amount and such residence is insured by an insurance contract under which the credit institution has been deemed the beneficiary of the insurance proceeds;
- (e) the waiver of a guarantor's rights under articles 862-868 of the Greek Civil Code;
- (f) the calculation of interest on the basis of a 360 day year instead of the actual 365/366 day year; and
- (g) a prepayment penalty in an amount equal to a percentage of the prepaid capital or an amount equal to several interests, to the extent that the debtor has not delayed any payments in respect of where the debtor fully or partially prepays the loan's capital within the first year of the loan's duration.

Pursuant to paragraph 11 of article 14 of law 2251/1994, as amended by article 18 of law 3587/2007, and by article 5 of law 3714/2008, credit institutions, financial institutions and assignees of their claims are prohibited from enforcing against the land property of a debtor when this land property is the single residence of the debtor and when the debt arises from consumer loans or credit cards.

The pre-requirements for such law's application are:

- (i) the debtor must, within 15 days from the service of the payment order, challenge such payment order pursuant to article 933 *et seq.* of the Greek Civil Procedure Code;
- (ii) the debt must not to exceed €20,000;
- (iii) the debtor must not have granted any mortgage or a pre-notation of mortgage in favour of the credit institution; and
- (iv) the debtor must prove a well justified inability to fulfil its financial obligations.

If the challenge mentioned under item (i) above is not exercised or if it is rejected by a final and non-appealable court decision, the enforcement will not be prohibited.

Deposits

In addition to Reclaimable Amounts, any Borrower (or Guarantor) may set-off an amount that is held as a deposit (a Deposit Amount) with the Seller up to the amount payable in respect of his (or her) Loan on the Closing Date (or the date on which the Issuer purchases the relevant Loan if later) against the Issuer's claim against such Borrower (or Guarantor) under the relevant Loan if the Seller fails to satisfy the Borrower's (or Guarantor's) claim in respect of the Deposit Amount. The upper limit of the amount which can be set-off as against the Issuer is equal to the Deposit Amount at the Closing Date. If a Borrower makes a withdrawal from the deposit after the Closing Date, the amount that can be set-off against the Issuer will be reduced by the amount that is so withdrawn not taking into account any subsequent deposits or withdrawals made during the relevant calculation period and determined on a "first in first out" basis. The amounts which can be set-off in respect of deposits will be reduced to nil if the relevant deposit has been withdrawn and the deposit account closed. Finally, the amounts which can be set-off in respect of deposits will also be reduced by the amount by which they exceed the principal outstanding of the corresponding Loan and fully in respect of Retired Loans. See *Set-Off* below and *Summary of Principal Documents - Set-Off Reserve (Deposits) Loan Agreement* for further explanation of how withdrawals and deposits may affect the Set-Off Reserve (Deposits) Facility Limit.

Reclaimable Amounts

A Borrower (or Guarantor) may exercise his (or her) set-off rights against the Issuer's claim under a Loan after having calculated the exact amount of the Deposit Amount or Reclaimable Amount which they are entitled to set-off. Set-off may be invoked by a written notification addressed to the Servicer or the Issuer, following which, if the Issuer agrees with the calculation made by the Borrower (or Guarantor), the Borrower (or Guarantor) will offset the relevant amount against subsequent due and payable instalments under the Loan. If the Issuer has legal grounds to consider the set-off as unlawful (e.g. if a Borrower (or Guarantor) attempts to set-off moneys deposited with the Seller after the Closing Date without taking account of withdrawals made from such account since the Closing Date) and, if, due to such set-off, the Borrower (or Guarantor) does not fulfil his (or her) obligations under the Loan, the Issuer will be entitled to contest the set-off and terminate the Loan. In this case the Borrower (or Guarantor) is entitled to either commence separate court procedures for the acknowledgment of its set-off right, or to wait until the Issuer has commenced enforcement proceedings and invoke set-off before the enforcement courts, which will then decide on the merits of such claim in the course of the overall enforcement procedure.

In order to mitigate the Issuer's risk of set-off in respect of Deposit Amounts and Reclaimable Amounts (each an **Exposure Amount**), the Seller will, under the terms of the Loan Sale Agreement, indemnify the Issuer in respect of any amount actually set-off by a Borrower (or Guarantor) in relation to an Exposure Amount.

The Hellenic Deposit and Investment Guarantee Fund

Pursuant to Law 3746/2009 that has replaced Law 2832/2000 the Hellenic Deposit and Investment Guarantee Fund (the **HDIGF**) has been established for the purpose of, *inter alia*, providing compensation to persons who have deposited funds in bank accounts with credit institutions in the Hellenic Republic. All credit institutions established in the Hellenic Republic are obliged to participate in the compensation scheme available by virtue of the HDIGF. Compensation is available from the HDIGF in case a credit institution fails to pay an amount due to a depositor in respect of a deposit held with it as a result of its insolvency (subject to such financial position being confirmed by the Bank of Greece or by a court in Greece). Compensation is limited to a maximum of €20,000 per depositor, increased to €100,000 by virtue of law 3714/2008 and Decision no. 23384/27.5.2011 of the Minister of Finance, until 31 December 2015; the period of the increased guarantee limit may be extended by a decision of the Minister of Finance. Accordingly, a Borrower can claim compensation from the HDIGF, up to the maximum amount per depositor, if the Seller fails to pay such Borrower amounts due in respect of the deposit held with the Seller. The right for compensation exists in parallel with any set-off right, meaning that the Borrower may opt either for compensation from the HDIGF or to exercise a set-off right for the satisfaction of its claim, and to the extent that the claim remains outstanding after the exercise of any of these options, the Borrower may pursue the other option for the remaining balance of the claim.

The Issuer would not be liable to make a payment to the HDIGF or to any other person in respect of any compensation amounts received by the Borrower from the HDIGF.

EU Consumer Protection Law

The European Union has adopted a number of directives aimed at the protection of consumers, which have been transposed into Greek law. These include Directive 87/102/EEC on consumer credit (transposed through ministerial decision 983/1991, as in force), Directive 93/12/EEC on unfair terms in consumer contracts (transposed through Law 2251/1994, as in force), Directive 2005/29/EC on unfair commercial practices (transposed through Law 2251/1994, as amended by Law 3587/2007), Directive 85/577/EEC on contracts negotiated away from business premises (transposed through Law 2251/1994, as in force), Directive 2002/65/EC on distance marketing of consumer financial services (transposed through Law 2251/1994) and Directive 2000/31/EC on e-commerce (transposed through presidential decree 131/2003). On the basis of the above directives and their transposition into Greek law a number of consumer contract terms previously used by banks have been considered void and a number of banking practices have been considered abusive (see "Risk Factors - Set-Off"). In view of the fact that a number of the provisions of the directives and the Greek transposition rules are phrased in a general manner, it is possible that further terms of the credit card agreements or of the banking practices of the Transferor could, in the future, be found to be illegal.

In addition, in April 2008, the European Parliament and the Council adopted Directive 2008/48/EC on consumer credit, which repeals and replaces Directive 87/102/EEC. The Ministerial Decision Z1-699/23.6.2010 has transported into Greek law the Consumer Credits Directive 2008/48/EC. The content of the Ministerial Decision is aligned with the respective European Directive. The law 3862/2010 (Official Gazette 113/13.7.2010) implemented the Payment Services Directive 2007/64/EC.

Other Consumer Protection Liability

Liability for supplier's breach of contract

According to the Ministerial Decision No. F-983/1991, as currently in force, that implements Directives 87/102/EEC and 90/88/EEC, a consumer can have recourse against the lending bank in case that his complaint against the supplier is judicially recognized but not satisfied by the latter (subsidiary liability - Article 11 par. 2 of the Decision). Furthermore, in order for the consumer to be entitled to have recourse against the bank for reasons pertaining to his relationship with the supplier, there must be in place, *inter alia*, a pre-existing contractual relationship between the bank and the supplier for the granting of credit to consumers exclusively by the bank for the supply of goods or services by such supplier. In the particular case of the loan agreements, under which Loans to be included in the Initial Portfolio arise, the exclusivity criterion does not exist and, therefore, it may be well argued that Article 11 of the above Ministerial Decision should not be applicable. Unless the relevant contracts are amended, this will also apply to Additional Loans and Replacement Loans. If, nevertheless, a Greek court holds that such provision is applicable, a Borrower can deny payment to the Seller.

Unfair terms

The Greek courts, based on the provisions of Law 2251/1994 on consumer protection pursuant to which general terms and conditions that create an imbalance between rights and obligations of the parties to the detriment of consumers are deemed to be abusive and therefore null and void, are showing increased tendency to hear cases for the nullification of banks' general terms and conditions in relation to loans and other credit facilities. As a result, if a term in a loan agreement is successfully challenged as being unfair, the relevant term would be struck out from such agreement and to the extent that such term obliges the Borrower to make a payment, the Borrower may not be liable to make such payment or, to the extent that he has already made it, he may be able to claim restitution of such amount or set off the amount of such claim.

Other than the provisions described in *Set-Off- Consumer Protection Litigation* above, no term or provision contained in the documentation for the loan agreements, under which Loans to be included in the Initial Portfolio arise, that obliges the relevant Borrowers to make payments has been adjudicated by the Greek courts as abusive or illegal.

Interest rate setting

According to the Act of the Governor of the Bank of Greece No. 2501/2002, interest rates for loans and other credit facilities should be set according to objective criteria and the relevant agreement should contain adequate information regarding the base reference for the interest rate and its calculation period and the factors having an effect on the determination of the interest rate. Provisions that are not compliant with these requirements have been found by Greek courts to be abusive. If a lender is found to have applied a non-objective interest rate in calculating interest due under a loan or other credit facility, such rate could be held as null and void, a replacement objective rate would be assessed and the amount of interest paid by the Borrower in excess of the objective rate interest amount would be reclaimable.

The documentation for the loan agreements, under which Loans to be included in the Initial Portfolio arise, contain interest rate setting procedures to ensure that it is in compliance with the requirements of the Act of the Governor of the Bank of Greece No. 2501/2002 and relevant court precedent. Nevertheless, as described in *Set-Off- Consumer Protection Litigation* above, the documentation used after 2005 for the loan agreements which are NBG Bank Rate Loans include provisions for the readjustment of the contractual interest by the Transferor, which have been found by a first degree court as abusive and illegal under Law 2251/1994 on consumer protection.

Social, Legal, Political and Economic Factors

Changes in the use of credit by and the payment patterns of Borrowers and in the level of portfolio yield of the Portfolio generally may result from a variety of social, legal, political and economic factors. Economic factors include the rate of inflation, unemployment levels, relative interest rates, changes in macro and/or micro economic factors impacting consumer lending in Greece. Political factors include lobbying from interest groups such as consumers and small businesses and government initiatives in consumer and related affairs. Social factors include the changes in family circumstances such as divorce, illness, retirement, loss of earnings and other similar factors affecting a Borrower's ability to pay. It is not possible to predict whether, or to what extent, social, legal, political or economic factors will affect future use of credit, Borrower repayment patterns or levels of portfolio yield generally and, according to the effect of such factors on the interests of the Noteholders.

Securitisation Company Regime

There may be adverse consequences for Noteholders if the UK special regime for the taxation of securitisation companies does not apply to the Issuer.

The Taxation of Securitisation Companies Regulations 2006 (S.I. 2006/3296) as amended (the **Regulations**) were made under section 84 of the Finance Act 2005 to deal with the corporation tax position of securitisation companies such as the Issuer with effect for periods of account beginning on or after 1 January 2007. If the Regulations apply to a company, then, broadly, it will be subject to corporation tax on the cash profit retained by it for each accounting period in accordance with the transaction documents. Based on advice received, the Issuer considers that it will be taxed under the special taxation regime for which provision is made by the Regulations. Investors should note, however, that such advice relied significantly upon (a) certain factual assumptions, and (b) guidance from the United Kingdom tax authorities. Investors should note that if the Issuer is not taxed under the special regime then the Issuer's profits or losses for tax purposes might be different from its cash position. Any unforeseen taxable profits in the Issuer could have an adverse affect on the Issuer's ability to make payments to Noteholders.

Levy 128

The levy of Greek Law 128/1975 (the **Levy**) is a form of tax imposed upon a bank as lender and collected by the Bank of Greece on a monthly basis. Banks are allowed to pass on to their customers Levy payments and the validity of such a provision has been confirmed by the Supreme Court of Greece in its Final Class Action Decision (Supreme Court No. 430/2005). Levy is paid together with the interest payment under the Loans.

In the case of securitisations, Levy is still imposed and the Issuer and the Servicer are jointly and severally liable for the payment thereof under Ministerial Decision issued as of 2003.

The data system used by NBG is capable of segregating from the payments under each Loan the amount corresponding to the interest payment and the Levy payment to be paid to the Bank of Greece.

Suspension of Enforcement Proceedings

In seeking to recover overdue amounts from Borrowers, it may become necessary for the Servicer, on behalf of the Seller, to commence enforcement proceedings against such Borrowers.

There are various provisions of Greek law which could result in enforcement proceedings against a Borrower being delayed or suspended. Enforcement proceedings are usually commenced against a Borrower in respect of a Loan once it becomes 180 days in Arrears, at which point the Loan is terminated. Following service of the notice of termination of the Loan on the Borrower and non-payment by the Borrower, an order of payment is obtained from the judge of the competent court. Enforcement is commenced by service of the order for payment and a demand to pay on the Borrower.

These proceedings, which in the case of any Loans in the Portfolio, will be commenced and pursued

by the Servicer acting in the name and on behalf of the Seller, have as their ultimate purpose the collection of the Borrower's due and payable obligations from the proceeds of an auction involving all of the Borrower's assets.

However, a Borrower may delay enforcement against the relevant assets by contesting the order for payment and/or the enforcement procedure in accordance with the following procedure.

A Borrower can file with the competent court a petition of annulment against the order for payment pursuant to Articles 632-633 of the Greek Civil Procedure Code (an **Article 632-633 Annulment Petition**) within 15 business days following the service of the order for payment contesting the substantive and/or procedural validity of the order of payment. If the Borrower fails to contest the order for payment within this period, the order may be served again on the Borrower who has 10 business days therefrom to file an Article 632-633 Annulment Petition.

The order for payment will become final (a) when an Article 632-633 Annulment Petition has not been filed with the relevant court, upon the expiry of the relevant periods of 15 business days and 10 business days or (b) when an Article 632-633 Annulment Petition has been filed with the competent court, and it is dismissed by the Court of Appeal.

The filing of an Article 632-633 Annulment Petition entitles the Borrower to file with the competent court a petition for the suspension of the enforcement proceedings against the relevant property pursuant to Article 632 of the Greek Civil Procedure Code (an **Article 632 Suspension Petition**). Upon the filing of an Article 632 Suspension Petition, enforcement proceedings are, in most cases, suspended until the hearing of the Article 632 Suspension Petition, which generally take place approximately one to two months after its filing.

Following the issue by the competent court of its decision on the Article 632 Suspension Petition (which may take up to two months from the hearing date to be issued), enforcement proceedings remain suspended until the court issues an official decision in respect of the Article 632-633 Annulment Petition. This may take up to 20 months after the issuance of the decision on the Article 632 Suspension Petition. In some cases enforcement proceedings may remain suspended until the Court of Appeals issues a final decision, which can take up to another 12 months.

The above described procedure may take up to approximately four and a half years from the issuance of the decision on the Article 632 Suspension Petition if the Borrower requests adjournments of the hearings for the Article 632-633 Annulment Petition before the relevant court and the Court of Appeals.

The Borrower may also file with the competent court a petition for the annulment of certain actions of the foreclosure proceedings based on reasons pertaining to both the validity of the order of payment and to procedural irregularities (an **Article 933 Annulment Petition**) pursuant to Article 933 of the Greek Civil Procedure Code. The Article 632-633 Annulment Petition and the Article 933 Annulment Petition may be filed concurrently or consecutively. The Article 933 Annulment Petition cannot be based on reasons pertaining to the validity of the order for payment, once the order for payment becomes final as mentioned above. The time for the filing of an Article 933 Annulment Petition varies depending on the foreclosure action that is being contested.

The filing of an Article 933 Annulment Petition entitles the Borrower to file with the competent court a petition for the suspension of the foreclosure proceedings until the relevant decision of the court on the annulment motion is issued (an **Article 938 Suspension Petition**). As for the suspension of enforcement proceedings, foreclosure proceedings may be suspended until the hearing of the Article 938 Suspension Petition, which, in the normal case where the Borrower seeks a suspension of the auction, will take place five days before the scheduled auction date with the relevant decision regarding suspension being issued two days before the scheduled auction date. It should be noted that a ruling in favour of such suspension is more difficult to obtain than a ruling on a suspension sought under an Article 632 Suspension Petition, since the competent court must assess not only the likelihood of success of the corresponding Article 933 Annulment Petition, but also whether the continuation of the enforcement proceedings would create an irreversible damage to the Borrower.

The actual auction process is started with seizure of the property, which takes places three working

days after the order for payment is served on the borrower. The seizure statement that is issued by the bailiff who performs it, contains the auction date (a Wednesday from 16:00 hours to 17:00 hours Athens time) and place and the notary public who will act as the auction clerk. At this point all mortgagees (including those holding a pre-notation) are informed of the upcoming auction. The Borrower may seek the postponement of the auction by alleging that the value of the property has been underestimated by the enforcing party or that the fixed first bid offer is too low under law 3714/2008, pursuant to which the first bid cannot be lower than the "objective" value of the property where such "objective" values are applicable. While at present the "objective" values of properties are on average lower than their commercial values, there can be no assurance that in the future this will continue to be the case. Furthermore, suspension of the auction for up to six months may be sought by the Borrower, on the grounds that the Borrower will be able to satisfy the amount owed to the enforcing party or that, following the suspension period, a better bid offer would be achieved at auction.

Once the allocation of proceeds amongst the creditors of the Borrower has been determined pursuant to a deed issued by a notary public, the creditors of the Borrower may dispute the allocation and file a petition contesting the deed. The competent court will adjudicate the matter but any creditor is entitled to appeal against the decision to the Court of Appeals. This procedure may delay the collection of proceeds for up to two and a half years. However, the law provides that a bank is entitled to the payment of its claim even if its allocation priority is subject to a challenge, provided that the bank provides a guarantee securing repayment of the money in the event that such challenge is upheld.

In addition, there is a period of mandatory suspension of all enforcement proceedings in the period between the 1st and the 31st of August of each year, except for auctions, which cannot be conducted between the 1st of August and the 15th of September of each year.

Finally, pursuant to Greek Law 3858/2010 (published in the Government Gazette issue No.102/10.7.2010) all auctions for claims of credit institutions, credit companies or their assignees not exceeding €200,000 are suspended until 31 December 2010. The above mentioned suspension has been extended until 31 December 2011 by virtue of Greek Law 3986/2011 published in the Governmental Gazette issue No. A' 152/14-71-2011.

Rescheduling of debts of distressed debtors

The enacted law 3869/2010 of the Hellenic Republic (published in the Government Gazette issue No. A/130/3.8.2010) regulates the readjustment of overdue debts of individuals that do not have the ability to be declared bankrupt pursuant to general bankruptcy provisions under Greek law. Eligible individuals are only those who are in permanent financial inability to repay their overdue debts. Debts that have been undertaken during the year preceding the filing of the application with the competent Justice of Peace and debts that derive from malicious torts, administrative fines, taxes, state levies and social security contributions are excluded from the scope of the law.

The law provides for out-of-court and judicial settlement procedures aiming to enable such individuals to develop, in agreement with creditors holding the majority at a minimum of the overdue debts, a plan to repay their debts in the course of time. Should these procedures fail, their debts may be readjusted by the competent Justice of Peace (on the basis of the family income and property and after taking into consideration the family needs) by way of payment in monthly instalments of an amount set by the court within a period of four years, such instalments to be paid directly to the creditors on a pro rata basis. Proper repayment of the amount adjudicated by the court shall release the debtor from its debts. In extreme circumstances, such as chronic unemployment, or serious health problems, an individual may be fully discharged from his or her debts, but in such a case the court would re-examine on a regular basis whether those circumstances continue to apply. The time for the filing of the application with the competent court started from January 2011 onwards.

The law provides that from the time of notification to the creditors of a readjustment plan by the debtor until the final decision, any enforcement proceedings against such debtor may be suspended (following a relevant decision by the court) and interest stops accruing, except interest relating to secured debts that continues to accrue until the issuance of the court decision in respect of the application. Furthermore, until 31 December 2011, all auctions against the primary residence of the debtor are suspended, provided that the total area of such residence does not exceed the limit

provided by law for the non-application of transfer tax, plus 50.0%. By virtue of article 46 of Greek Law 3986/2011, such suspensions are applicable to all individuals (including individuals who are merchants) regardless of whether they have the ability to be declared bankrupt pursuant to general bankruptcy provisions under Greek law. In addition, a liquidator may be appointed in order to liquidate any property assets and distribute the proceeds to the creditors or to monitor and assist the proper consummation of the readjustment plan. The debtor, under certain circumstances, may also apply for the exclusion of his or her primary residence from liquidation and, in this case, the court will readjust the debt in an amount not exceeding 85.0% of the residence's commercial value as adjudicated by the court. The rights of the creditors against co-debtor(s) or guarantors remain unaffected. It is noted that this law has yet to be tested in practice. Nevertheless, this law may have an adverse effect on the timing or the amount of collections under certain Loans concluded with borrowers that fall under its scope and make use of its provisions, which may in turn affect the Issuer's ability to meet its obligations in respect of the Notes.

Auction Proceeds

The proceeds of an auction following enforcement against all of the Borrower's assets must be allocated in accordance with Articles 975 and 976 of the Greek Civil Procedure Code as amended by law 3994/2011. These articles require the notary public which acted as the auction clerk to deduct the expenses (including legal, bailiff's and notarial fees) incurred in connection with the enforcement from the proceeds and then to satisfy, in priority to other claims, claims against the relevant Borrower pursuant to hospitalisation and funeral costs of the Borrower and his family arising in the previous 12 months, costs for the nourishment of the Borrower and his family arising in the previous six months, employment relationships and contracts for legal and educational services arising in the previous two years, as well as claims against the relevant Borrower of social security funds subject to the responsibility of the General Secretariat of Social Security arising until the time of the auction or the declaration of the bankruptcy. Up to one-third of the remaining proceeds are allocated to the following creditors of the Borrower, to the extent applicable, in the following order:

- (a) claims by farmers or farming partnerships arising from sale of agricultural goods arising in the previous 24 months;
- (b) claims of the Greek state and municipal authorities that are due and payable prior to the auction; and
- (c) claims by the Athens Stock Exchange Members' Guarantee Fund (if the borrower is or was an investment services company within the meaning of Greek Law 3606/2007 of the Hellenic Republic) arising in the previous 24 months (this should not be relevant for any Borrower).

The remaining two-thirds of the proceeds are allocated to secured creditors in order of class and date of creation of security and, once these claims have been satisfied, any remaining amounts are allocated to unsecured creditors. Accordingly, the Issuer as owner of a first (or in some cases, second) ranking Pre-Notation could be limited to recovering approximately two-thirds of the proceeds raised by an auction of a property securing a Loan if a claim under article 975 exists. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Borrower to the Seller, which may have an adverse effect on the ability of the Seller to meet its obligations in respect of the Loan Sale Agreement and, as a result, have an adverse effect on the ability of the Issuer to meet its obligations in respect of the Notes.

Legal Protection for Guarantors

- (a) A guarantor may raise the following defences to any claim made by any creditor:
 - (i) a guarantor may raise the non personal defences of (i.e. those not personal to) the principal debtor, even if the principal debtor had waived such defences after the provision of the guarantee (Article 853 of the Greek Civil Code);
 - (ii) a guarantor is no longer liable under his guarantee if the debt cannot be satisfied by the principal debtor due to the negligence or wilful misconduct of the lender (Article 862 of the Greek Civil Code);

- (iii) a guarantor is no longer liable under his guarantee if the lender has waived or released any securities established exclusively as security for such lender's claim (Article 863 of the Greek Civil Code);
 - (iv) a guarantor is no longer liable under his guarantee if the debt is discharged, unless such discharge is due to the guarantor's negligence or wilful misconduct (Article 864 of the Greek Civil Code);
 - (v) a guarantor who has provided a personal guarantee of a debt for an indefinite period of time may claim that, once the debt has become due, if the lender does not enforce its claim against the principal debtor within one month of the relevant default, then the guarantor should be discharged from all liability to the lender under his guarantee (Articles 867 and 868 of the Greek Civil Code),
- (b) In accordance with the Securitisation Law, upon the registration of the summary of the receivables transfer agreement with the competent Greek Land Registry and the relevant Notification Form, the underlying principal debtors will be deemed to have received notice on the transfer of receivables. NBG have advised that they will include the personal data of guarantors in the Annex of the Receivables Notification Form submitted with the competent Greek Pledge Registry; therefore guarantors will be deemed to have received the respective notice and, in case the guarantors pay the debt of the principal debtors to the Servicer, and the latter fails to transfer such amounts to the Issuer, the Issuer will be entitled to claim against the guarantors.

Securitisation Law

The Securitisation Law came into force in June 2003. The transactions contemplated in this Offering Circular are based, in part, on the provisions of the Securitisation Law. So far as the Issuer is aware, as at the date of this Offering Circular there has been no judicial authority as to the interpretation of any of the provisions of the Securitisation Law. For further information on the Securitisation Law, see *Summary of the Securitisation Law*. There are a number of aspects of Greek law which are referred to in this Offering Circular with which potential Noteholders are likely to be unfamiliar. Particular attention should be paid to the sections of this Offering Circular containing such references.

Change of Law

The transactions described in this Offering Circular (including the issue of the Notes) are based on English law and the law of the Hellenic Republic and administrative practice in effect as at the date hereof, and having regard to the expected tax treatment or compliance costs of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to English law or the law of the Hellenic Republic (or the laws of any other jurisdiction) (including any change in regulation which may occur without a change in primary legislation), administrative practice in the United Kingdom or in the Hellenic Republic or tax treatment or compliance costs after the date of this document nor can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes.

Fixed charges may take effect under English law as floating charges

Pursuant to the terms of the Deed of Charge, the Issuer has purported to grant fixed charges over, amongst other things, the English law governed Transaction Documents to which it is a party and the Issuer Transaction Account (for itself on behalf of the Other Secured Creditors).

The law in England and Wales relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment in security) may take effect under English law as floating charges only, if, for example, it is determined that the Trustee does not exert sufficient control over the charged assets. If the charges take effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Trustee in respect of the floating charge assets. In particular, the expenses of any winding up or administration, and the claims of any preferential creditors, would rank ahead of the claims of the Trustee in this regard. The Enterprise Act 2002 abolished the preferential status of certain Crown

debts (including the claims of the U.K. tax authorities). However, certain employee claims (in respect of contributions to pension schemes and wages) still have preferential status. In this regard, it should be noted that the Issuer has agreed in the Transaction Documents not to have any employees.

In addition, any administrative receiver, administrator or liquidator appointed in respect of the Issuer will be required to set aside the prescribed percentage or percentages of the floating charge realisations in respect of the floating charges contained in the Deed of Charge (as described in more detail below under *Enterprise Act 2002*).

English law security and insolvency considerations

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Security in respect of certain of its obligations, including its obligations under the Notes (as to which, see *Summary of Principal Documents -Deed of Charge*). In certain circumstances, including the occurrence of certain insolvency events in respect of the Issuer, the ability to realise the Security may be delayed and/or the value of the security impaired. While the transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent, there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws).

In addition, it should be noted that, to the extent that the assets of the Issuer are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the provisions of section 176A of the Insolvency Act 1986, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Deed of Charge may be used to satisfy any claims of unsecured creditors. While certain of the covenants given by the Issuer in the English law governed Transaction Documents are intended to ensure it has no significant creditors other than the secured creditors under the Deed of Charge, it will be a matter of fact as to whether the Issuer has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

Greek insolvency proceedings

The effect of Regulation 1346/2000 of the EU Council on Bankruptcy Proceedings (the **EU Insolvency Regulation**) is not yet tested since the legislation and its implementation across the various European Union member states is relatively recent. It cannot therefore be excluded that insolvency proceedings might be commenced against the Issuer in Greece, under the EU Insolvency Regulation notwithstanding that the Issuer is incorporated in England and does not have an establishment in Greece. If such an event was to occur, a receiver would be appointed over the Issuer in Greece and the Servicer might cease to be capable of servicing the Loans on behalf of the Issuer in Greece. However, this would not affect the ability of the Trustee to enforce its rights and claims as the holder of a statutory pledge under Paragraph 18 of Article 10 of the Securitisation Law, since, in accordance with Greek law, the Trustee, as the pledgee under Paragraph 18 of Article 10 of the Securitisation Law, would be entitled to receive any claims out of the Loans and their Ancillary Rights and Privileges in accordance with Article 1254 of Greek Civil Code.

In relation to a winding up of NBG, in its capacity as Servicer, Greek law 3458/2006 incorporated Directive 2001/24/EC of the European Parliament and of the Council of April 2001 on the reorganisation and winding up of credit institutions (the Credit Institutions Insolvency Directive) into Greek law in May 2006. The Credit Institutions Insolvency Directive applies to credit institutions and their branches set up in member states other than those in which they have their head offices, as defined in Directive 2000/12/EC, subject to the conditions and exemptions laid down in the Credit Institutions Insolvency Directive. Only the administrative or judicial authorities of the home member state which are responsible for winding up are empowered to decide on the opening of winding-up proceedings concerning a credit institution, including in relation to branches established in other member states.

In addition, under the Credit Institutions Insolvency Directive, a decision to open winding-up proceedings taken by the administrative or judicial authority of the home member state is required to be recognised, without further formality, within the territory of all other member states and to be

effective there when the decision is effective in the member state in which the proceedings are opened. A credit institution is required to be wound up in accordance with the laws, regulations and procedures applicable in its home member state insofar as the Credit Institutions Insolvency Directive does not provide otherwise. Any insolvency proceedings commenced against NBG would therefore (insofar as it concerns the jurisdiction of courts of the member states of the European Union) have to be commenced in Greece, and would be subject to the substantive provisions of Greek insolvency law, including any provisions contained in Greek legislation pertaining to the right of an insolvency official to challenge contracts entered into before insolvency or to terminate contracts subsisting at the time of the insolvency of a Greek credit institution. It will be a condition precedent to the issuance of the Notes that Greek counsel provide an opinion that the sale and assignment by the Seller to the Issuer of the Receivables and related Ancillary Rights under the terms of the Loan Sale Agreement and any Assignment Agreement will constitute a true and unconditional sale of such Receivables and related Ancillary Rights and may not be contested or challenged under Greek insolvency law.

Insolvency Act 2000

On 1 January 2003 certain provisions of the Insolvency Act 2000 came into force which allow "small" companies incorporated in England and Wales (which are defined by reference to certain financial and other tests), as part of the company voluntary arrangement (**CVA**) procedure, to obtain protection from their creditors by way of a "moratorium". On the Closing Date the Issuer will not meet the definition of a "small" company for these purposes, however the Secretary of State for Trade and Industry may by regulation modify the eligibility requirements for "small" companies and can make different provisions for different cases. Accordingly, at any given time the Issuer might fall within the definition of "small company" depending on their financial position and number of employees during the financial year immediately prior to the filing.

However, even if the Issuer were to meet the definition of a "small" company for these purposes, there are exceptions which may make a moratorium unavailable to the Issuer. These exceptions provide that a company which is, on the date of filing for a CVA, party to an agreement which forms part of a capital market arrangement, under which a party incurs a debt of at least £10 million and which involves the issue of a capital market investment, is excluded from being eligible for the moratorium. The definitions of "capital market arrangement" and "capital market investment" are such that, in general terms, any company which is a party to an agreement which forms part of an arrangement under which (a) security is granted to a trustee on behalf of a person that holds a rated, listed or traded debt instrument issued by a party to that arrangement, and (b) a party has incurred, or after the agreement was entered into, was expected to incur, a debt of at least £10 million, may be ineligible to seek the benefit of a small companies moratorium. The Issuer should fall within this exception.

If it were to be available, the initial duration of the moratorium would be up to 28 days. A meeting of creditors may resolve that the duration of the moratorium be extended for up to a further two months. The Secretary of State for Trade and Industry may by order increase or decrease either the initial moratorium period or any period by which the moratorium may be extended.

If a moratorium is obtained in relation to a company then during the period it is in force, amongst other things, (a) no administrative receiver of the company may be appointed, no petition may be presented (other than, in certain circumstances, by the Secretary of State for Trade and Industry) or resolution passed or order made for the winding up of the company and no petition for an administration order may be presented and (b) any security created by that company over its property cannot be enforced (except with the leave of the Court and subject to such terms as the Court may impose) and no proceedings and no execution or other legal process may be commenced or continued, or distress levied, against the company or its property (except with the leave of the Court and subject to such terms as the court may impose). However, a company subject to a moratorium may continue to make payments in respect of its debts and liabilities in existence before the moratorium. It may do so if there are reasonable grounds for believing such payments will benefit that company and the payment is approved by either a moratorium committee of the creditors of that company or by a nominee of that company appointed under the provisions of the Insolvency Act 2000.

The Enterprise Act 2002

The provisions of the Enterprise Act 2002 (the **Enterprise Act**) amending the corporate insolvency

provisions of the Insolvency Act 1986 (the **Insolvency Act**) came into force on 15 September 2003.

These provisions introduced significant reforms to corporate insolvency law. In particular the reforms restrict the right of the holder of a qualifying floating charge to appoint an administrative receiver (and consequently be unable to prevent the chargor entering into administration), unless the qualifying floating charge falls within one of the exceptions set out in section 72 A to 72GA of the Insolvency Act.

One such exception is in respect of, in certain circumstances, the appointment of an administrative receiver pursuant to an agreement which is or forms part of a "capital market arrangement" (which is broadly defined in the Insolvency Act). This exception will apply if a party incurs or, when the agreement in question was entered into was expected to incur, a debt of at least £50,000,000 and if the arrangement involved the issue of a "capital market investment" (also defined in the Insolvency Act but, generally, a rated, traded or listed debt instrument). The Secretary of State for Trade and Industry may, by secondary legislation, modify the capital market arrangement exception and/or provide that the exception will cease to have effect although there is as yet no case law on how this exception will be interpreted, the Issuer considers that the exemption will be applicable to the transactions described in this Offering Circular.

The provisions of the Enterprise Act also provide for (a) the ring fencing, on the commencement of insolvency proceedings in respect of a company, of a certain percentage of the realisations from assets secured by a floating charge (after the payment of preferential creditors), such realisations to be applied to satisfy unsecured debts; (b) the abolition of the categories of preferential debt payable to the Crown, including debt due to HM Revenue & Customs in respect of PAYE, debts due to HM Revenue & Customs in respect of VAT and social security contributions; and (c) the replacement of the existing administration regime in its entirety with a new, streamlined administration procedure.

The amount available for unsecured creditors will depend on the value of the chargor's "net property", being the amount of the chargor's property which could be available for satisfaction of debts due to the holder(s) of any debenture secured by a floating charge. The prescribing order provides for 50 per cent, of the net property under £10,000 and 20 per cent, of the net property over £10,000 to be made available for the satisfaction of the chargor's unsecured debts, subject to an overall cap on the ring fenced fund of £600,000.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer or NBG makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment on the Closing Date or at any time in the future.

In particular, investors should be aware of Article 122a of the CRD (**Article 122a**) which applies in general in respect of notes issued under securitisations established after 31 December 2010, and to notes issued under securitisations established on or before that date from the beginning of 2015 to the extent that new underlying exposures are added or substituted after 31 December 2014. Article 122a restricts an EU regulated credit institution from investing in asset-backed securities unless the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the EU regulated credit institution that it will retain, on an ongoing basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures as contemplated by Article 122a. Article 122a also requires an EU regulated credit institution to be able to demonstrate that it has undertaken certain due diligence in respect of, amongst other things, its note position and the underlying exposures and that procedures are established for such activities to be conducted on an on-going basis. Failure to comply with one or more of the requirements set out in Article 122a will result in the imposition of a penal capital charge on the notes acquired by the relevant investor.

Article 122a applies in respect of the Notes. Investors should therefore make themselves aware of the requirements of Article 122a (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. With respect to the commitment of NBG to retain a material net economic interest in the securitisation as contemplated by Article 122a and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by NBG in its capacity as the Servicer on the Issuer's behalf) in relation to the due diligence requirements under Article 122a, please see the statements set out in "*Article 122a of the Capital Requirements Directive*". Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with Article 122a (and any corresponding implementing rules of their regulator) and none of the Issuer, NBG (in its capacity as the Seller or the Servicer) makes any representation that the information described above is sufficient in all circumstances for such purposes.

There remains considerable uncertainty with respect to Article 122a and its implementation in the European Economic Area (**EEA**) states and it is not clear what is required to demonstrate compliance to national regulators. It should be noted that EEA states may implement Article 122a (and related provisions) differently. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non compliance with Article 122a should seek guidance from their regulator. Similar requirements to those set out in Article 122a are expected to be implemented for other EU regulated investors (such as investment firms, insurance and reinsurance undertakings, UCITS funds and certain hedge fund managers) in the future.

Article 122a and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

The Trustee is not obliged to act in certain circumstances

In relation to the undertaking to be given by NBG to the Issuer in the Deed of Charge in accordance with Article 122a regarding the material net economic interest to be retained by NBG, the Trustee shall not be under any obligation to monitor the compliance by NBG with such undertaking or to investigate any matter which is the subject of such undertaking and shall not be under any obligation to take any action in relation to non-compliance with such undertaking.

USE OF PROCEEDS

The aggregate net proceeds from the issue of the Notes will be €496,500,000 (the **Issue Proceeds**). On the Closing Date, the proceeds from the issue of the Notes will be applied by the Issuer towards payment to the Seller of the Initial Purchase Price.

THE ISSUER

Introduction

The Issuer was incorporated in England and Wales under the Companies Acts 2006 on 9 September 2011 (registered number 7768842) as a public limited company and as a special purpose vehicle for the purposes of issuing the Notes. The registered office of the Issuer is 35 Great St. Helen's, London EC3A 6AP, telephone number +44 20 7389 6300. The Issuer has no subsidiaries.

English company law combined with the holding structure of the Issuer, covenants made by the Issuer in the Transaction Documents and the role of the Trustee are together intended to prevent any abuse of control of the Issuer.

Principal Activities

The principal activities of the Issuer will be to acquire the Portfolio, to issue securities, to enter into financial instruments and derivative contracts, to raise or borrow money and to grant security over its assets for such purposes and to lend money with or without security subject to and in accordance with the terms of the Transaction Documents. Copies of the memorandum and articles of association of the Issuer may be inspected at the specified offices of the Issuer and the Principal Paying Agent.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and registration as a public limited company, the authorisation and issue of the Notes and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing. In addition, no accounts have been made up by the Issuer as at the date of this Offering Circular.

No surpluses will be accumulated in the Issuer (other than amounts held as Issuer Retained Profit).

The Issuer will covenant to observe certain restrictions on its activities which are described in Condition 3 (*Covenants*). The Issuer will also covenant that it will maintain an independent director at all times.

Directors and Secretary

The directors of the Issuer and their respective business addresses and other principal activities are:

Name	Business Address	Other Principal Activities
SFM Directors Limited	35 Great St. Helen's London EC3A 6AP	Director of SPVs
SFM Directors (No.2) Limited	35 Great St. Helen's London EC3A 6AP	Director of SPVs
Vinoy Nursiah	35 Great St. Helen's London EC3A 6AP	Director

The secretary of the Issuer is SFM Corporate Services Limited.

Capital and Shares

The authorised and issued share capital of the Issuer is £50,000 divided into 50,000 ordinary shares of £1 each which are held by Holdco.

Employees

The Issuer has no employees. The directors are employees of the Issuer/Holdco Corporate Services Provider. The Secretary of the Issuer is the Issuer/Holdco Corporate Services Provider with offices at the same address as the Issuer/Holdco Corporate Services Provider.

Corporate Services

The Issuer will appoint the Issuer/Holdco Corporate Services Provider to provide corporate secretarial and administrative services pursuant to the Issuer/Holdco Corporate Services Agreement dated the Closing Date between the Issuer, the Issuer/Holdco Corporate Services Provider, Holdco and the Share Trustee. The register of members is maintained by the Issuer/Holdco Corporate Services Provider at its office.

Indebtedness

The Issuer has no indebtedness as at the date of this Offering Circular other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated herein.

Material Contracts

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business.

No Material Adverse Change

Since the date of the Issuer's incorporation, there has been no material adverse change: or any development reasonably likely to involve any material adverse change, in the condition (financial or otherwise) of the Issuer.

Financial Information

From the date of incorporation to the date of this Offering Circular the Issuer has not commenced operations and at the date of this Offering Circular, no financial statements of the Issuer have been prepared. The Issuer intends to publish its first financial statements in respect of the period ending on 31 December. The Issuer will not prepare interim financial statements.

The Issuer must hold its first annual general meeting within 18 months of the date of its incorporation and thereafter the gap between its annual general meetings must not exceed 15 months.

THE SELLER

NATIONAL BANK OF GREECE S.A.

National Bank of Greece and the Group

History and Development of the NBG Group

National Bank of Greece S.A. (the **Seller** or **NBG**) and its consolidated subsidiaries (together, the **Group**) comprise a diversified financial services group engaged in a wide range of banking, financial services, insurance, stock-brokerage and finance-related activities throughout the Hellenic Republic and internationally.

NBG was founded in 1841 and incorporated as a *société anonyme* pursuant to Greek law (registered number 6062/06/B/86/01). The Seller's registered head office is at 86 Eolou Street, Athens; its telephone number is +30 210 334 1000. The Seller's current corporate form will expire on 27 February 2053, but may be further extended by a shareholder resolution passed at the General Meeting. The Seller has operated a commercial banking business for 169 years. Since the Issuer's foundation, its business has expanded to become a large, diversified financial services group that today comprises the Group. As part of the Issuer's diversification, the Issuer founded Ethniki Hellenic General Insurance S.A. in 1891 and the National Mortgage Bank of Greece S.A. in 1927. Until the establishment of the Bank of Greece as the central bank of Greece in 1928, the Seller, in addition to commercial banking activities, was responsible for issuing currency in Greece. The Seller expanded its business further when, in 1953, it merged with Bank of Athens S.A. On 2 October 1998, the Issuer merged with National Mortgage Bank of Greece S.A. to enhance revenue generation, realise cost-saving efficiencies and provide more integrated mortgage lending services to its customers. In December 2002, the Seller fully acquired and integrated the operations of the National Bank for Investment and Industrial Development, an investment bank that was a subsidiary of the Seller.

The Seller is the largest financial institution in Greece by market capitalisation, holding a significant position in Greece's retail banking sector, with more than 11 million deposit accounts, more than three million lending accounts, 574 branches and 1,481 ATMs as at 31 December 2010. Its core focus outside of Greece is in Turkey and SEE, where the Seller currently operates in Bulgaria, Serbia, Romania, Albania, Cyprus and FYROM. The Seller offers its customers a wide range of integrated financial services, including:

- corporate and investment banking;
- retail banking (including mortgage lending);
- leasing and factoring;
- stock brokerage, asset management and venture capital;
- insurance; and
- real estate, hotel and consulting services.

The Seller is the Group's principal operating company, representing 69.9% of its total assets as at 31 December 2010. The Seller's liabilities represent 75.7% of the Group's total liabilities as at 31 December 2010. While the Seller conducts most of its banking activities, it is supported by eight non-Greek banking subsidiaries: Finansbank A.S., United Bulgarian Bank AD—Sofia (**UBB**), Vojvodjanska Banka A.D. Novi Sad, Banca Romaneasca S.A. (**Banca Romaneasca**), Stopanska Banka A.D.—Skopje (**Stopanska Banka**), the National Bank of Greece (Cyprus) Ltd. (**NBG Cyprus**), South African Bank of Athens Ltd. (**SABA**) and NBG Bank (Malta) Ltd. The Seller intends to continue to expand our operations in SEE and the Southeastern Mediterranean region when conditions permit.

Board of Directors Structure

The current Board, whose term expires in 2013, was elected by the Extraordinary General Meeting of Shareholders on 14 January 2010, with the exception of Mr. Alexandros N. Makridis who was appointed on 26 February 2009 as the representative of the Greek Government as per Law 3723/2008, and Mr. Avraam I. Triantafyllidis who was appointed on 18 March 2010 in replacement of Mr. Alexandros G. Stavrou, Mrs Maria (Marily) Frangista who was appointed on 23 November 2010 in replacement of Ms Maria Sklavenitou and Mr. Spyridon Theodoropoulos who was appointed on 14 April 2011 in replacement of the late Vassilios Konstantakopoulos. Further, the Extraordinary General Meeting of Shareholders held on 26 November 2010 elected three executive members, Messrs. Alexandros G. Tourkolias, Anthimos C. Thomopoulos and Leonidas T. Theoklitos, who during the following Board meeting which followed were elected Deputy Chief Executive Officers. The appointment of Mrs Maria (Marily) Frangista was also announced in the Extraordinary General Meeting of Shareholders held on 26 November 2010. On 25 January 2011, Vassilios Konstantakopoulos, an independent, non-executive member of the Board, passed away. On 14 April 2011, Mr. Spiridon J. Theodoropoulos, was elected as Independent Non-Executive Member of the Board of Directors of the Seller.

Specifically, the Seller's Board is comprised of the following members:

Board of Directors of the Bank

<u>Name</u>	<u>Position in Board</u>	<u>Election Date</u>	<u>End of Term</u>	<u>Profession</u>
Vassilios T. Rapanos	Chairman (Non-executive Member)	14 January 2010	2013	Chairman of the Board
Executive members				
Apostolos S. Tamvakakis	Chief Executive Officer	14 January 2010	2013	Chief Executive Officer
Alexandros G. Tourkolias	Member	26 November 2010	2013	Deputy Chief Executive Officer
Anthimos C. Thomopoulos	Member	26 November 2010	2013	Deputy Chief Executive Officer
Leonidas T. Theoklitos	Member	26 November 2010	2013	Deputy Chief Executive Officer
Non-executive members				
Ioannis C. Giannidis	Member	14 January 2010	2013	Professor, University of Athens Law School, and Legal Counselor
Ioannis P. Panagopoulos	Member	14 January 2010	2013	Employee Representative, Chairman of the Greek General Confederation of Labor
Avraam J. Triantafyllidis	Member	18 March 2010	2013	Employee Representative
Independent non-executive members				
H.E. the Metropolitan of Ioannina Theoklitos	Member	14 January 2010	2013	Bishop of the Greek Orthodox Church, Ioannina prefecture
Stefanos C. Vavalidis	Member	14 January 2010	2013	Member of the Board of Directors, European Bank for Reconstruction & Development, Economist, Professor of Economics, Chairman of the Board of SOE
Georgios P. Zantias	Member	14 January 2010	2013	Member of the Board of Directors, TITAN Cement S.A.
Alexandra T. Papalexopoulou-Benopoulou	Member	14 January 2010	2013	Economist
Petros K. Sabatacakis	Member	14 January 2010	2013	Chief Executive Officer of Franco Compania Naviera S.A.
Maria (Marily) A. Frangista	Member	23 November 2010	2013	

Spiridon J. Theodoropoulos	Member	14 April 2011	2013	Chief Executive Officer, Chipita S.A.
Greek Government Representative				
Alexandros N. Makridis	Member	26 February 2009	2013*	Chairman of the Board & Chief Executive Officer of Chrysafidis S.A.
Board and Board Committees' Secretary				
Martha A. Pyloti		29 July 2010		Attorney-at-Law

*The term of the government-appointed Director will also be considered for renewal on that date but may terminate sooner if the government preference shares are repaid.

Banking Activities in Greece

Most of the Group's banking business is domestic and includes retail, corporate and investment banking. The Group's Greek banking operations account for 70.0% of its total lending activities as at 31 December 2010 (the **Greek Banking Loans**). Banking activities in Greece includes the Bank's domestic operations, Ethniki Leasing S.A. (**Ethniki Leasing**) and Ethniki Factors S.A.

Greek Banking Distribution Channels

As at 31 December 2010, the Seller operated in Greece through 574 branches, one private banking unit, one unit for financial institutions and seven specialized banking units that deal exclusively with troubled and non-performing loans. As at 31 December 2010, the Seller had 1,481 ATMs, of which at least 627 were situated in key locations such as supermarkets, metro stations, shopping centres, hospitals and airports (39% of our ATMs are equipped with cash deposit devices). During 2010, the total number of ATM transactions reached approximately 98 million with a total value of EUR 18.4 billion. In addition, the Seller has developed alternative distribution channels, such as an e-banking platform targeted at both corporate and retail clients. During 2010, the total number of phone and internet banking users increased by 17% reaching approximately 508,000, out of which 292,000 were also phone banking users. The total number of electronic transactions during 2010 was approximately 38.6 million with a total value of approximately EUR 20 billion. The seller operates a contact centre, through which it provides information and transaction services through the use of a voice portal and a manned help desk, which began operation in 2007, and "Fast Line", a telephone service unit of consumer lending through which loan requests of up to EUR 50,000 may be instantly addressed by phone.

Retail Banking

All of our retail banking activities in Greece are conducted by the Seller. The Seller offers retail customers a number of different types of deposit and investment products, as well as a wide range of traditional services and products.

As a result of the economic crisis, the Seller has adopted a more conservative approach to new consumer lending, with a greater emphasis on risk-averse lending criteria. As a result, the Seller expects slower credit expansions across each of our products throughout the remainder of 2011, also in line with the market conditions.

Consumer Lending Products

Despite the economic crisis, the Seller maintained its strong position in consumer retail banking in 2010, offering a wide range of consumer finance solutions. The Seller is among the most active credit card issuers in Greece, having circulated approximately 1 million cards and managing a total credit card portfolio of EUR 1.8 billion as at 31 December 2010.

During 2010, the Seller focused on restructuring consumer loans and deleveraging the portfolio, targeting financially healthy customers for new loans and simplifying as well as strengthening credit processing. In particular, the Seller focused on implementing more stringent credit criteria as well as a more effective and targeted portfolio management. The Seller has also modified the way in which it grants loans and takes on new customers by targeting customers that plan to invest rather than

consume. In addition to focusing on the financial return of an investment, the Bank also promotes energy saving home improvements including photovoltaic installations.

The Seller's basic goal for 2011 is to manage the increasing defaults in most portfolios by offering a broader range of restructuring products and helping customers to stay on track with their loan payments.

Mortgage Lending

The Seller is the largest mortgage lender in Greece according to its internal analysis of information published by the Bank of Greece and has increased its market share to 25.4% at the end of 2010 from 25.1% at the end of 2009. As at 31 December 2010, the Bank's outstanding mortgage balances amounted to EUR 19.5 billion, compared to EUR 19.4 billion as at 31 December 2009, posting an increase of 0.7% and constituting 35.3% of its total lending to enterprises and households in Greece. The volume of new mortgage loan disbursements amounted to EUR 1.4 billion in 2010.

Mortgage products are offered through our extensive branch network, although strong emphasis is also placed on expanding the use of alternative distribution channels such as real estate agents, construction companies and insurance brokers. The share of loans generated through such alternative channels accounted for approximately 22% of new disbursements in 2010.

Small Business Lending Unit

The Small Business Lending Unit (**SBL Unit**) manages the extension of credit to small businesses with annual turnover of up to EUR 2.5 million and total exposure up to EUR 1.0 million.

The SBL Unit offers lending solutions as outlined below, which cover a full range of business credit needs:

- (a) "Open Business Plan", a revolving credit facility limited at up to 100% of total annual turnover (depending on the creditworthiness and industry performance of the borrower);
- (b) "Business Multiloan—Development", a medium- or long-term loan either for the purchase of tangible and intangible assets such as real property, mechanical equipment and vehicles or for the enhancement of business liquidity. Since 2007, this product has also been offered to businesses that invest in real estate; and
- (c) "Debt Settlement—Rithmisis"—a medium or long term debt-restructuring facility that is focused on businesses that are finding it increasingly difficult to finance their loan obligations, as a result of the current financial crisis.

Corporate and Investment Banking

The Bank's commercial loan portfolio in Greece comprises approximately 62 thousand corporate clients, including Small and Medium Sized Enterprises (**SMEs**), and most of the largest corporate groups in Greece. As a Group, it is able to offer corporate clients a wide range of products and services, including financial and investment advisory services, deposit accounts, loans denominated in euro and other currencies, foreign exchange services, insurance products, custody arrangements and trade finance services.

As a result of the ongoing economic crisis in Greece, the Seller has adopted a more conservative approach to new commercial lending, with a greater focus on larger corporate borrowers that it perceives to be lower-risk. As a result, the Seller expects even slower credit expansions in its commercial lending portfolio during 2011 compared to 2010.

The Seller lends to all sectors of the economy. As at 31 December 2010, domestic commercial lending (including loans to the public sector) amounted to EUR 28.9 billion and represented 52.2% of the total domestic loan portfolio of the Seller. Its lending exposure to the ten largest performing loans to non-affiliated enterprises amounted to EUR 3.3 billion as at 31 December 2010, representing 6.0% of its domestic loan portfolio.

The Seller offers:

- corporate accounts with overdraft facilities;
- foreign currency loans;
- variable rate loans; and
- currency swaps and options (mostly euro-related) for corporate customers.

The Seller lends primarily in the form of credit lines, which are generally at variable rates of interest with payment terms of up to 12 months. In addition, the Seller provides letters of credit and guarantees for its clients. At 31 December 2010, The Seller had standby letters of credit and financial guarantees amounting to EUR 3.8 billion. Most loans are collateralised to a certain degree, although Greek law imposes significant delays to foreclosing on collateral.

Shipping Finance

Greece is a maritime nation with a long tradition in ship-owning and is one of the world's largest ship-owning and ship-flagging nations. Shipping remains one of the most important sectors of the Greek economy and the Seller is one of the most active participants in the local market, as well as one of the strongest competitors to foreign banks involved in shipping finance in Greece. The Seller's shipping finance activities are carried out almost exclusively through its Piraeus-based operation.

The Seller has traditionally provided financing for many of the largest Greek shipping companies. As at 31 December 2010, outstanding shipping loans (mainly concerning bulk shipping) were EUR 2.2 billion, representing 4.0% of the Bank's total domestic loan portfolio compared to EUR 1.9 billion or 3.5% of the Bank's total domestic loan portfolio, as at 31 December 2009. Of the Seller's shipping finance portfolio as of 31 December 2010, 7.3% concerned the financing of new vessels (new buildings), with the remainder relating to financing purchases of second hand vessels.

The Seller's conventional shipping finance and syndicated loan portfolio consists of first-tier shipping groups involved in diversified shipping activities (e.g., dry bulk, wet bulk, liner business) in a continuous effort towards maintaining quality, spreading risk and enhancing the profitability of its shipping loan portfolio. Nearly all of the Seller's shipping loans are secured by vessels.

Project Finance

The Seller is also active in project finance and, during 2010, continued its lending activity to large infrastructure projects in Greece, while no new loans were advanced for projects outside Greece. The increase of the domestic loan portfolio in 2010 was mainly due to the Bank's participation in financing motorway concession projects, which during 2010 have entered the construction phase. The progress of construction of these projects during the next three to four years will lead to a significant increase of NBG's domestic loan portfolio, since the total commitment of the Seller amounts to EUR 349.5 million, compared to EUR 91.1 million disbursed until 31 December 2010.

Leasing

The Seller began leasing activities in 1990 through our subsidiary, Ethniki Leasing. Ethniki Leasing leases land and buildings, machinery, transport equipment, furniture and appliances, computers and communications equipment. As at 31 December 2010, 60% of the finance lease receivables of Ethniki Leasing were to the trading and services sector, 17% to industry and mining, 21% to construction and real estate and 2% to other sectors. As at and for the year ended 31 December 2010, Ethniki Leasing had total assets of EUR 750.2 million and interest income of EUR 29.6 million, before elimination of intercompany transactions and balances.

Factoring

The Seller have been active in the provision of factoring services since 1994. In May 2009, Ethniki Factors S.A. a wholly-owned factoring subsidiary of the Seller was established, as part of the strategic

decision to expand our factoring operations in Greece. This new company is a specialist factoring agency that meets the changing and demanding requirements of the market. Ethniki Factors S.A. offers a comprehensive range of factoring services including prepayment (discounting), management and collection of receivables, credit control, and protection for credit risk. Ethniki Factors S.A. provides both domestic and international factoring services.

Investment Banking

In 2010, NBG Investment Banking focused on providing advisory services in mergers and acquisitions as well as in tender offers. NBG acted as the advisor of ATE Bank in its capacity as shareholder of the Hellenic Duty Free Shops (**HDFS**)—for the triple merger of the listed companies Folli Follie—HDFS, and ELMEC. In terms of tender offers, NBG was the advisor for ATE Bank for the voluntary tender offer to the shareholders of ATE Insurance S.A., as well as an advisor to Lomond Metal Products Services SA for the mandatory tender offer to the shareholders of Crown Hellas Can SA.

With regards to debt capital markets, NBG acted as a joint arranger in ATE Bank's EUR 5.0 billion Euro Medium Term Note (**EMTN**) Programme and continued to provide its services to the Public Power Corporation, as a Joint Arranger, of its EUR 2.0 billion EMTN Programme.

Employees

As of 31 December 2010, The Seller employed a total of 12,775 staff of which 587 are occupied in the Bank's foreign branches, compared to 13,066 and 535 respectively, as of 31 December 2009 and 13,593 and 516 respectively, as of 31 December 2008. Additionally, the Group's subsidiaries in Greece and abroad employed approximately 24,091 employees as of 31 December 2010, compared to 23,248 as of 31 December 2009 and 22,996 as of 31 December 2008. As of 31 December 2010 Group-wide temporary employees were approximately 482. The table below sets forth the average number of our employees by geographic location for 2010:

Country	Average number of Group employees (year-ended 31 December 2010)⁽¹⁾
Greece	14,803
Turkey.....	11,900
Bulgaria	3,118
Serbia	2,568
Romania	1,706
FYROM.....	1,105
Cyprus	321
Albania.....	311
Egypt.....	200
South Africa	197
United Kingdom	126
Malta	21
Total	36,376

(1) The average number of employees on a Group-wide basis during the financial years ending 31 December 2008 and 2009 was 35,860 and 36,381 respectively.

The table below sets forth the main categories of activity in which our employees were engaged, domestically and internationally, during 2010:

Division	Average number of Group employees (year-ended 31 December 2010)
Commercial and retail banking	33,774
Insurance	1,185
Investment banking	272
Asset management.....	99
Other Group companies	1,046
Total	36,376

AUTO LOAN BUSINESS OF NATIONAL BANK OF GREECE SA

The Greek Consumer Lending Market

The Greek consumer credit market has grown significantly since the beginning of the last decade as a consequence of three primary drivers:

- the low interest rate environment since Eurozone entry;
- the full liberalization of consumer credit in 2003; and
- the creation of the Consumer Credit Bureau in 2003.

NBG Consumer Loan Division

Up to 1998, the Consumer Credit Business worked as a subdivision with two major products (personal and consumer) and some seasonal offers. The NBG Consumer Loan Division (the **NBG Consumer Loan Division**) was established in 1999 as an independent division.

In 2000, various euro-denominated products (consumer and personal loans, and open-account loans) were launched while new marketing methods for the promotion of older and more recent consumer loan products were established. In this direction, 35% of products were promoted via alternative marketing channels. At the same time, direct mailing for pre-approved open-account loans were used by the Seller as well as joint sales and cooperation with third parties in order to originate new loans.

With the aid of third party agreements (which accounted for 60% of consumer loan sales), the Seller in 2001 was able to increase its market share in this sector.

From 2002, consumer credit played a key role for growth in the Group's retail banking business. Emphasis was on developing product delivery networks and capitalising on the broad customer base of the Seller. An automated car loan request system via the internet (**Auto Fast Credit**) was designed and introduced intending to deal with car loans activated via the Seller's business partners, while in October 2002, direct sale of consumer lines of credit tailored to the needs of specific customers was established.

In 2003, the Bank of Greece lifted its regulatory ceilings on consumer credit. The Seller seized this change as an opportunity to redesign products and procedures to better meet borrowers' needs. A performance based step-up in credit limits for existing customers with open-end loans was introduced, generating 43% growth in the balance of the product during the second half of 2003. In October 2003, a new consumer product named after the "Weight Lifting" Olympic event (the Seller was a sponsor of Athens Olympic Games 2004) was launched, and aimed to merge and transfer to the Seller on more favourable repayment terms all forms of consumer credit and credit card outstanding balances owed to other banks. At the same time, an automated loan request system via the internet (**Business Fast Credit**) was designed and introduced. Business Fast Credit was established to deal with loans activated via the Seller's business partners.

In 2004, the automated step-up in credit limits for existing customers with open-end loans process was established, with particularly good results. Furthermore, the pioneering cash for credit product (**Cash for Credit**) introduced in May 2004 offered the opportunity for participating merchants to receive upfront payments of up to 100% of credits deriving from customer purchases made via the interest-free instalment payment programs. In the same year's summer, The ethno holiday loan product (**Ethno-Holiday**) was reintroduced, in the form of an open-end loan under the name "Open Ethno-Holiday", with a grace period of 4-7 months, leading to 59% growth of loans issued. Moreover, during April 2004 a sales office opened in Thessaloniki in order to promote sales to businesses in northern Greece, in terms of offering better service and achieve lending growth.

The launch of new consumer products and services, as well as new processes and systems was enhanced in 2005, with a view to ensuring effective response to customer needs. The "Open Loan" and "Overdraft" products posted great success with balances growing by 35% over the year, while the Fast Line telephone service, a new distribution network, was launched with a view to updating the

public on the Seller's main consumer products and enabling customers to submit loan applications by phone.

During 2006, the "Weight off your shoulders" loan product held the leading position in the market in terms of volume and portfolio quality. In addition, the "Open loan" and "Overdraft" products posted success (balance growth 12% and 18% respectively) boosted by the Fast Line loan approval service. Due to effective organisation, sales via the network and merchants of consumer goods and cars received a significant boost. Specific emphasis was placed on forging partnerships with new enterprises and further penetrating the auto and motorcycle market.

During 2007, the consumer credit business was extensively restructured focusing especially on the areas of new product design and sales growth. To this end, the sales networks in northern and western Greece were substantially strengthened. At the same time, new customer reward products were introduced while the existing product range was streamlined and efforts were concentrated on the key products in terms of volume and profitability. Moreover, the Payment Protection Insurance programme in Open and Term Loans was implemented. The customer base was divided into groups and packages and products were tailored accordingly by initiating new direct marketing actions with the participation of the branch network. The results justified the actions: Over 6,200 new partnerships with merchants were forged, while Consumer loans outstanding grew to €4 billion, a 26% year-on-year growth.

Through 2008, the Bank successfully continued its efforts to consolidate its position in the consumer credit market, focusing on the enhancement and improvement of the features and terms of approval of consumer credit products. More specific, the customer base was leveraged to promote and achieve combined sales and loan renewals through direct marketing channels, such as the Bank's Contact Centre.

Moreover, in the area of auto financing, new contracts were signed with leading importers, several of which provided an exclusive business relationship with the Seller.

Furthermore, infrastructure systems were also improved, including:

- partial automation of the loan approval process, through the deployment of the Data Courier System;
- centralisation of approval authorities for the scoring of partner companies; and
- launch of a key corporate loan approval unit.

Special emphasis was placed on improving services provided to retail and corporate customer, as well as the services offered by the Contact Centre, thereby improving the Bank's contact with its customers.

Finally, with the help of the new TRIAD system, a new risk-based pricing process was designed, which enables increases in credit limits and price discounts for good customers. As a result, the Bank's consumer loans rose to €4.8 billion in 2008, as against €4.0 billion in the previous year.

Despite the adverse climate of 2009. in 2009, the Seller continued to channel funds to Greek households, paying special attention to monitoring loan-book quality, adjusting the statistical models for calculating risk to the new situation. As a result, consumer loans rose to €5.3 billion in 2009, compared with €4.8 billion in the previous year.

Special emphasis was placed on improving the infrastructure, including:

- the development of new electronic procedures for fast and efficient loan application processing, through automation of controls and use of behavior scorecards in assessing the customer; and
- the designing and deployment of strategies through the TRIAD system: increases/decreases in open credit lines, as well as interest rate discounts as an incentive for customers who only make limited use of their credit line.

The Seller also concluded in 2009 an agreement with a major auto importer, which besides consumer loans included overall banking service (commercial loans, insurance cover, credit card issuance etc.).

In 2010, the Seller implemented a package of measures aimed at supporting its borrowers in the repayment of their liabilities to the Seller in view of the difficult economic circumstances. This was implemented through the launch of specialised new products designed to provide relief. Likewise, the Seller offered incentives to facilitate collection of arrears.

At the same time the Green Loan product range with favourable terms were launched. Green Loans were established in order to finance customers interested in environment-friendly products and innovative energy-saving technology (e.g. installation of photovoltaic systems etc.). As a result, consumer lending remained at the same level when compared to 2009 (€5.3 billion). This was despite the sluggish market for consumer loans in Greece and resulted in the Seller having a 19.18% share of the consumer loan market.

Furthermore, the Seller participated successfully in the open competition “Save Energy at Home” run by TEMPME SA at the end of 2010. The program concerned proposals aimed at enhancing housing energy efficiency and using renewable energy sources. According to estimates, the Seller’s participation corresponded to approximately to 40% of the competition.

Moreover, a project team was set up to coordinate the implementation of the draft law regarding heavily indebted households, so as to prepare the appropriate framework for receiving and handling such requests.

Finally, in 2011, contract terms have been redrafted in line with the Group’s new standards of conduct, so as not to give rise to suspicion of being deliberately confusing with regard to the “small print”.

The Seller’s objective for 2011 is to continue supporting its existing customers who may be experiencing difficulties in the smooth repayment of their obligations, through the launch and improvement of various flexible solutions for debt restructuring, depending on the needs and ability of each customer.

In addition, NBG endeavours on an ongoing basis, to strengthen the conditions that help keep its loan book robust under the particularly adverse macroeconomic conditions currently prevailing.

Moreover, the offer of green loan products is enhanced through the accomplishment and extension of various agreements with retail companies specialized in providing innovative technology solutions for energy saving (e.g. photovoltaic systems). The Seller participated in major exhibitions about Environmental Technologies, Energy Saving and Renewable Energy Sources to communicate the Bank’s series of green products.

Furthermore, the Seller continues participating successfully in the “Energy Saving at Home” program run by TEMPME SA. In this manner, the Seller supports the aim for the enhancement of energy efficiency and the use of renewable energy sources.

Finally, the Seller recently concluded a new agreement with a major auto importer, which includes overall banking services (consumer loans, medium enterprise loans, leasing etc).

Product Distribution

For the distribution of its consumer loans products, NBG Bank Consumer Loan Division relies on multiple origination channels:

- Branch Network consisting of 561 bank branches;
- Fast Line (inbound calls);
- Direct Sales Companies (outbound calls);

- Internet;
- Direct Marketing;
- Auto and motorbike network dealers; and
- Consumer Good Retailers.

NBG Current Consumer Loan Offerings

Personal Loan «New Needs»	to meet financial needs arising from: marriage, birth or baptism of a child, or retirement
Personal Loan at a subsidized interest rate	optimum solution to financing requirements, available at a very low, fixed rate for the first 12 months
Weight off your Shoulders	transfer customer's or another person's debt from personal or consumer loans and credit cards issued by the Seller or other financial organizations, through instalments up to 1/3 lower than the total amount currently paid
Weight off your Shoulders With Securities	transfer customer's or another person's debt from personal or consumer loans and credit cards issued by NBG or other financial organizations, through y low instalments and a 6-month grace period
Automotive / Auto Fast Credit	purchase of a new or second-hand car, with a loan either through the Seller branch network or the authorised auto distributors/dealers, with or without (whenever allowed) withholding ownership of the vehicle, at a privileged floating or fixed rate
«Reward» Personal Loan	personal loans that reward customers that pay their monthly instalment offering a discount of half a percentage point on the loan's rate every six months (up to 12 times), up to a minimum of 6.981%
Fast-Access (former NBG Open Loan)	fast access to cash with the flexible open personal loan, ensuring readily available funds to meet needs at any time, along with a host of other benefits
Personal loan «Student Life»	loan covering students' increased financial needs, without having to produce proof of purchase of goods or services, available for students or students' parents/guardians who hold a STUDENT LIFE account
Overdraft Facilities	overdraft facility offered for cash up to €5.000 through a current account indefinitely, without proof of purchase or obligation to pay instalments
Loans to postgraduate students	loan to meet tuition fees, living expenses and costs of educational material, for students attending Greek Universities' structured postgraduate programs leading to Master's or Ph.D. degrees

NBG Green Loan loan to meet the purchase cost of the following:

A) Energy saving at home (green roof, replacement of window frames, use of A+ energy efficient electrical appliances, installation of solar heating system, natural gas supply, geothermal systems, wind energy systems, photovoltaic systems etc)

B) Purchase of a new hybrid-technology car

«Photovoltaic Home» Loan specific home repair loan for the purchase and installation of PV systems on the roof and/or rooftop under the Special Development Programme for Photovoltaic Systems of up to 10 kWp (Government Gazette Issue 1079/B/04-06-2009)

The following products represent only a portion of the loan products offered by NBG, but are currently the only products which will be included in the Portfolio.

All the following information for product feature, pricing policy, underwriting criteria etc. refers to the criteria, as in effect on 30 June 2011.

Term Loans

Term loans are loans with a fixed repayment schedule. Depending on the loan purpose and the customers' financing needs, the loan can be offered for a period of up to 10 years or up to 20 years when securities are provided.

After the loan disbursement, a statement is issued periodically, containing the breakdown of outstanding debt, the instalment as well as the date the loan instalment is due.

Being a responsible business organization, NBG supports actions aiming at protecting the environment and reducing the impact of human activities on nature. Starting July 2011, the majority of loan statements are issued quarterly (instead of monthly), containing the aforementioned information for the forthcoming trimester.

Upon customer's request, the statement may be issued monthly; in this case, dispatch charges amount to €0,90 per month.

On the due date, the monthly payment is withdrawn by an auto-debit procedure from the supplementary (linked to the loan) account.

Information to the customer can be provided by the wide NBG Branch Network or by NBG "i-bank" electronic services (ATMs, Internet, phone -landline or mobile-).

Types of Term Loans

- (a) "Reward" Personal Loan;
- (b) "Weight off your shoulders";
- (c) Debt Restructuring Loan;
- (d) Automotive Car;
- (e) NBG Car Loan via Dealers; and
- (f) NBG Consumer Loan via "Kotsovolos".

Underwriting

The loan approval process is centralised and supported by an application processing system in which the applications are received and processed electronically.

The majority of loan applications are either made through an NBG branch or through merchants. All loan applications made through other distribution channels (Fast Line / Direct Sales Companies) follow a similar process.

The underwriting team processing the applications submitted consists of experienced and highly qualified staff. The team approves or rejects the loan requests, re-examines applications re-submitted from the branch network for further assessment, and finally, handles referrals and endorsements.

All distribution channels operate as described in the following steps:

Step 1: Customer Application

The officer located at a point of sale is responsible for collecting all the supporting documentation of the client (including, but not limited to, ID card or passport, tax clearance form and salary receipt, if necessary as well as for "Automotive" car loans via Branch Network the pro-forma invoice). All the above are photocopied and checked for consistency.

Moreover, certain demographic data is requested from the client (i.e. marital status, number of dependants, cooperation with NBG or other banks, residential status, credit cards held etc) in order to complete the application form.

If the application is originated from fast line or direct sales companies, for the application submission the necessary information is declared verbally by the client. In this case, all supporting documentation is brought to the branch during the last step of the process, where it is checked for correctness before the disbursement of the loan.

Step 2: Initial Policy Review

The officer enters client's data into the system. At this step of the process, various checks for the completeness of the application form are completed.

Furthermore, there are certain Policy Rules which have to be met by the customer or the guarantor (if applicable) in order to proceed to the application stage. These relate to age (lowest and highest limit) and income (lowest limit).

After the collection of all the necessary data and the initial manual and automatic controls for correctness and completeness, the application form is printed and forwarded to the customer to review and sign it.

The credit request is forwarded to the system for scoring and further analysis.

Step 3: Customer Scoring

In case of products where an application score is applied, the credit request is forwarded to the system for scoring. A credit score is automatically calculated through an embedded credit scoring system (**Scorecard**) based upon historical data held by the Seller and monitored systematically. Scorecard co-estimates various parameters with different weighting factors and produces a corresponding value for each credit request. Depending on the different characteristics of each product, specialised scorecards with different cut-offs have been developed by the Seller. If the credit score is below the predetermined cut-off point, then a sign of rejection appears in the application system and the request is automatically rejected. In rare cases there may be an override of the automatic rejection decision. However, only the Head of the Credit Subdivision has the authority to conduct such overrides up to 5% of the approved applications. The application system is then updated with the score results and the origination channel is informed.

Step 4: Further Analysis

If the credit score is above the predetermined cut-off point or, in case of products where the application score is not taken into consideration in the approval procedure, the application is forwarded for further assessment to the underwriting team.

The responsible approval party evaluates the client's and guarantor's (if applicable) creditworthiness, based on information provided mainly by the Seller's internal systems (THALES, IRIS, TRIAD), as well as the Greek Credit Bureau (TEIRESIAS) system, described as follows:

- the TEIRESIAS database as well as Teiresias Bureau Score are used to check for due and overdue balances throughout the Banking Systems;
- the IRIS system is checked for due and overdue balances of existing consumer and / or mortgage loans with the Seller;
- the THALES system is checked for credit card details with the Seller such as limits and balances due; and
- the TRIAD system evaluates customers' historical behaviour regarding mortgage, consumer, open loans and credit cards.

Furthermore, the officer calculates the monthly instalment over monthly income ratio. Generally, the debt-to-income ratio must not exceed the restriction of 30%.

A higher debt-to-income ratio may be acceptable in case of low-risk products or products with securities. In case of auto loans, the acceptable debt-to-income ratio may vary depending on a range of credit criteria, such as the deposit percentage, the car type (new or second-hand) and the year of first use.

Customers with deposits, salary accounts and investments are favoured due to their well established relationship with the Seller.

Applicants that are already financed with a Debt Restructuring Loan from the Seller or any other bank or customers that have already submitted an application in accordance with the new law concerning "Settlement of amounts due by indebted individuals" (Greek Law 3869/2010) are rejected for any new finance.

The outcome of the aforementioned investigation is recorded to the application system which is automatically configured so as to assess whether the client is eligible for the respective disbursement.

Consumer Lending Division has the authority to approve loans up to € 150,000 internally, whereas for amounts exceeding € 150.000, the Risk Management's approval is needed.

Step 5 : Decision

The results of the Consumer Credit Division assessment are communicated to the respective origination channel through the application system, which has embedded controls prohibiting any amendments to a credit request that has been either approved, rejected or pending for renegotiation (e.g. deposits, guarantor, etc.).

No matter what the result of the assessment is, the origination channel has the responsibility of informing the client.

Furthermore, upon the approval of a loan request, the application system automatically assigns to the approved request a unique loan code so as to activate the respective account at the IRIS System.

For the decision (final approval) of an auto loan via dealer, the merchant must submit the following documentation for the customer :

- ✓ I.D. /Passport
- ✓ Income Tax Note
- ✓ Salary Receipt (if necessary)

Nevertheless, in order to disburse the auto loan via a dealer it is obligatory for the merchant to submit the following documents as well :

- ✓ Signed Contract
- ✓ Invoice
- ✓ Registration Certificate

Differentiations in the above mentioned procedure occur only in very specific and special condition partnerships, as specified in the underlying agreement.

For “Automotive” car loans via Branch Network, the customer must submit at disbursement the invoice and the clearance certificate (the latter is not necessary for second-hand cars). In case he/she does not provide the Seller with the Registration Certificate under his/her name, within a month of disbursement, then the interest rate is retrospectively surcharged with 3%.

Fraud Prevention

Fraud prevention is carried out from the Division’s separate Anti-Fraud Department with a combination of various checks and an anti-fraud tool:

- Cooperation of the Anti-Fraud Department of the Consumer Lending Division with the Branch Network and the respective department of the Credit Cards Division.
- An Anti-Fraud application (designed by Internal Audit Department) is used to identify any interdependencies with other clients that might indicate fraud (i.e. common employer, common place of work, common guarantor etc).
- Use of Bank’s Internal Black List with clients who had caused a problem in the past (i.e. counterfeit ID documentation etc).
- Various Anti-Fraud actions, like call verification, check of the applicant’s employer etc.
- In certain requests (i.e. for foreign applicants, high requested amounts) additional checks are performed
 - ✓ Address verification through the internet site of the Hellenic Telecommunications Organization
 - ✓ Tax Clearance Form verification, as per the amounts and the Tax Registration number, through the internet site of the Greek Ministry of Economics etc.

The Anti-Fraud Department of the Consumer Loans Division during the period 2007- June 2011 has proceeded to the following actions:

- Prevention of € 27.6 million in terms of disbursements.
- Record of about 4,112 people in the SOS List of the Bank.
- Over 11,485 phone calls in order to organize the various Bank’s Departments for the prevention and handling of frauds, and also to support and provide information to the Branch Network.

PORTFOLIO CHARACTERISTICS

Loan Characteristics

The following reflects the lending criteria of the products which may be included in the Portfolio.

(a) “Automotive” Car Loan via Branch Network

(i) Target audience: Individuals who wish to purchase a new or second-hand car

In case of purchase of a new hybrid-technology car, NBG Green Loan may be offered instead;

(ii) Loan amount: from €3,000 up to 100% of the total cost of the car, on the basis of documentation.

(iii) Loan term:

- 12 to 100 months, for new cars
- 12 to 60 months, for second-hand cars

In the case of the purchase of a second-hand car, the sum of the age of the car and the loan term should not exceed 13 years.

(iv) Repayment: through monthly amortization instalments, automatically debited to one of the borrower’s NBG deposit accounts;

(v) Interest Rate: floating:

- 7.481%, for new cars
- 9.981%, for second-hand cars

(vi) Interest rate changes: floating interest rates are based on Consumer Credit Base Rate (CCBR), currently 10.481%.

The CCBR is subject to quarterly revision in line with any change in the 3-month Euribor carried out on the last day of each calendar quarter.

(vii) Fees: one-off charge of €175, payable on the first instalment;

(viii) Payment Protection Insurance: optional;

(ix) Prepayment Terms: no penalty for early full or partial repayment;

(x) Discounts on Interest Rates:

- 10% for some NBG subsidiaries
- 50% for NBG employees
- *On Fees:*
- 30% for some NBG subsidiaries
- 100% for NBG employees

(b) NBG Car Loan via Dealers

- (i) Description: loan for new and second hand cars;
- (ii) Loan Term:
 - (A) 12-96 months for new cars; and
 - (B) 12-60 months for second hand cars (car age and loan duration should not exceed 120 months) – Obligatory down payment for second hand car loans;
- (iii) Loan Amount: From €3,000 up to 100% of the total cost of the car, on the basis of documentation;
- (iv) Amortizing Profile: fixed-term;
- (v) Repayment : Conducted through monthly instalments beginning six month after the disbursement of the car loan, via debit of the customer's deposit account or by direct debit to the main loan account, at no extra cost
- (vi) Interest rate: fixed ranging from 0% up to 14.5%;
- (vii) Customer's interest rate, is decided by the dealer after taking into account :
 - (A) Dealer's pricing policy; and
 - (B) Dealer's cost of funding (refers to bank's profitability)
- (viii) Bank's profitability is calculated on the following basis :
 - (A) eur 3m. + spread, or
 - (B) I.R.S. of the average nominal duration + spread;
- (ix) Customer's interest rate, given the bank's profitability results in :
 - (A) Commission payment in favor of dealer, or
 - (B) Subsidy payment in favor of bank
- (x) Collateral: the ownership of the car is withheld by the car dealer on behalf of the Bank. On the basis of these arrangements NBG, in case of default of the Borrower, may repossess the car. It is essential to note that withholding the ownership of the vehicle is obligatory;
- (xi) Loan Insurance: available only in certain partnerships;
- (xii) Fees: Ranging from €150 to €300, wherever applicable (in accordance with the dealer) and are paid on the 1st instalment;
- (xiii) Prepayment Terms: no penalty for early full or partial repayment.

DESCRIPTION OF THE PROVISIONAL PORTFOLIO

The statistical and other information contained in this section *Description of the Portfolio* has been compiled by reference to loans in the Provisional Portfolio as at the Cut-Off Date that the Seller anticipates that it will assign to the Issuer on or about the Closing Date (the **Initial Portfolio**). Because the future composition of the Initial Portfolio will change over time, the statistical and other information provided is not necessarily indicative of the composition of the Initial Portfolio at any time subsequent to the Cut-Off Date.

Initial Portfolio

On the Closing Date, the Issuer will purchase the Initial Portfolio from the Seller pursuant to the terms of the Loan Sale Agreement and the Assignment Agreement. The Initial Portfolio will consist of Initial Loans purchased by the Issuer from the Seller on the Closing Date.

The Initial Portfolio will be selected so that each Loan in it complies with the Eligibility Criteria.

The Initial Portfolio will be selected (in accordance with the criteria summarised below) from a provisional portfolio of receivables (the **Provisional Portfolio**) which will substantially comprise a pool of loans owned by the Seller which have the characteristics indicated in Tables 1 - 9 below as at the Cut-Off Date.

Prior to the Closing Date, in forming the Initial Portfolio, the Seller will remove from the Provisional Portfolio all Loans which:

- (a) are fully redeemed;
- (b) do not comply with the representations and warranties set out in the Loan Sale Agreement.

The Seller may also add to the Provisional Portfolio Loans originated on or after the Cut-Off Date (provided that these Loans comply with the representations and warranties set out in the Loan Sale Agreement).

In forming the Initial Portfolio, the Seller shall use its best endeavours to ensure that the aggregate Contractual Balance of Loans comprised in the Initial Portfolio is as close as possible to the aggregate principal amount of the Notes on the Closing Date. In the event that the Contractual Balance of the Initial Loans as of the Closing Date is lower than the principal amount of the Notes on the Closing Date, the Seller will have an obligation to pay the Issuer such differential in accordance with the terms of the Loan Sale Agreement. The Seller does not expect this difference to be greater than €15,000,000.

The aggregate Contractual Balance of the Initial Loans as of the Cut-Off Date is €496,823,220.78 whilst the Principal Outstanding Amount of the Notes on the Closing Date will be €496,500,000.

The Issuer has not made or caused to be made on its behalf all of the enquiries, searches or investigations which a prudent purchaser of the relevant assets would make and the Trustee has made no such enquiries, searches or investigations and will not be liable for failing to do so but each of them will rely on the representations and warranties to be made by the Seller to be contained in the Loan Sale Agreement.

Characteristics of the Total Initial Portfolio

1 Type of Loan

Type of Loan	Aggregate Contractual Balance (€)	% of Total Contractual Balance (€)	Number of Loans	% of Number of Loans
Loans via dealers	306,156,371.33	61.62%	38,329	56.60%
Loans via branch network	190,666,849.45	38.38%	29,395	43.40%
Totals	496,823,220.78		67,724	

2 Original Contractual Balance range

Original Contractual Balance Range (€)	Aggregate Contractual Balance (€)	% of Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-5000	6,756,260.73	1.36%	3,363	4.97%
5000-10000	88,771,364.75	17.87%	21,170	31.26%
10000-15000	166,978,278.43	33.61%	23,555	34.78%
15000-20000	126,820,521.95	25.53%	12,235	18.07%
20000-25000	61,835,720.99	12.45%	4,552	6.72%
25000+	45,661,073.93	9.19%	2,849	4.21%
Totals	496,823,220.78		67,724	

3 Current Contractual Balance Range

Current Contractual Balance Range (€)	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-5000	67,823,916.74	13.65%	24,720	36.50%
5000-10000	191,616,851.10	38.57%	26,015	38.41%
10000-15000	145,862,131.11	29.36%	12,081	17.84%
15000-20000	63,484,702.52	12.78%	3,743	5.53%
20000-25000	19,313,541.14	3.89%	884	1.31%

Current Contractual Balance Range (€)	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
25000+	8,722,078.17	1.76%	281	0.41%
Totals	496,823,220.78		67,724	

4 Interest Rate Range

Interest Rate Range	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-2	2,330,214.17	0.47%	356	0.53%
2-4	3,890,544.26	0.78%	484	0.71%
4-6	88,104,695.67	17.73%	11,687	17.26%
6-8	220,436,121.60	44.37%	27,375	40.42%
8-10	114,105,127.15	22.97%	15,230	22.49%
10-12	34,465,323.43	6.94%	7,103	10.49%
12-14	20,241,754.22	4.07%	4,131	6.10%
14+	13,249,440.28	2.67%	1,358	2.01%
Totals	496,823,220.78		67,724	

5 Maturity Date

Maturity Date	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
2011	3,409,789.33	0.69%	3,514	5.19%
2012	36,076,708.80	7.26%	12,565	18.55%
2013	76,994,933.66	15.50%	13,642	20.14%
2014	104,572,113.77	21.05%	13,124	19.38%
2015	141,074,038.49	28.40%	13,998	20.67%
2016	79,261,963.43	15.95%	6,699	9.89%

Maturity Date	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
2017	42,470,414.00	8.55%	3,214	4.75%
2018	11,237,392.35	2.26%	844	1.25%
2019	1,459,862.61	0.29%	106	0.16%
2020	162,889.24	0.03%	13	0.02%
2021	103,115.10	0.02%	5	0.01%
Totals	496,823,220.78		67,724	

6 Interest Rate Range

Interest Rate Range	Aggregate Contractual Balance(€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-2	2,330,214.17	0.47%	356	0.53%
2-4	3,890,544.26	0.78%	484	0.71%
4-6	88,104,695.67	17.73%	11,687	17.26%
6-8	220,436,121.60	44.37%	27,375	40.42%
8-10	114,105,127.15	22.97%	15,230	22.49%
10-12	34,465,323.43	6.94%	7,103	10.49%
12-14	20,241,754.22	4.07%	4,131	6.10%
14+	13,249,440.28	2.67%	1,358	2.01%
Totals	496,823,220.78		67,724	

7 Origination Date

Origination Date	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
2004	45,998.72	0.01%	71	0.10%
2005	933,073.24	0.19%	688	1.02%
2006	6,446,528.50	1.30%	2,169	3.20%
2007	26,338,201.69	5.30%	5,564	8.22%

Origination Date	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
2008	103,345,651.03	20.80%	14,614	21.58%
2009	212,764,122.95	42.82%	28,092	41.48%
2010	112,695,429.51	22.68%	12,991	19.18%
2011	34,254,215.14	6.89%	3,535	5.22%
Totals	496,823,220.78		67,724	

8 Account Age Range (in months)

Account Age Range (in months)	Aggregate Contractual Balance (€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-6	62,695,994.95	12.62%	7,986	11.79%
6-12	22,478,128.28	4.52%	2,356	3.48%
12-24	149,905,406.32	30.17%	18,080	26.70%
24-36	171,828,248.98	34.59%	23,361	34.49%
36-48	69,618,499.32	14.01%	10,338	15.26%
48-60	16,649,977.32	3.35%	3,907	5.77%
60-72	3,148,319.69	0.63%	1,357	2.00%
72-84	495,962.31	0.10%	333	0.49%
84-96	2,683.61	0.00%	6	0.01%
Totals	496,823,220.78		67,724	

9 Arrears

Arrears	Aggregate Contractual Balance(€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
0-30	473,944,416.01	95.39%	64,812	95.70%
30-60	14,904,850.79	3.00%	1,932	2.85%
60-90	7,973,953.98	1.60%	980	1.45%

Arrears	Aggregate Contractual Balance(€)	% Total Contractual Balance (€)	Number of Loans	% of Number of Loans
Totals	496,823,220.78		67,724	

SERVICING OF THE PORTFOLIO

All Loans will be serviced by NBG in its capacity as Servicer under and in accordance with the terms of the Servicing Agreement. The Servicer will also service loans which will not be included in the Portfolio in its capacity as originator of such loans.

Under the Servicing Agreement, the Servicer will agree to service the Loans and their Ancillary Rights on behalf of the Issuer and the Trustee. The Servicer will provide services (the **Services**) to the Issuer in relation to the Loans and the Ancillary Rights related thereto which include the Servicer being obliged to:

- (a) service the Loans and their Ancillary Rights with the same level of skill, care and diligence as a Prudent Lender would if it were the owner of the Loans and their Ancillary Rights and in accordance with its Operating Procedures Manual;
- (b) use its reasonable endeavours to keep in force all licences, approvals, authorisations and consents which may be necessary in connection with the performance of the Services and prepare and submit all necessary applications and requests for any approval, authorisation, consent or licence required by Greek law or regulation in connection with the business of the Issuer;
- (c) not knowingly fail to comply with any material legal or regulatory requirements in the performance of the Services or cause the Issuer to fail to comply with any Greek legal or regulatory requirements;
- (d) make the necessary calculations and determinations to prepare the Servicer Report to be delivered to the Issuer, the Trustee (if requested) and the Cash Manager on each Servicer Report Date setting out information in relation to the Portfolio;
- (e) notify the Issuer, the Cash Manager and the Trustee of a breach or potential breach of any of the representations, warranties and undertakings of the Seller contained in the Loan Sale Agreement and of any event which could result in the termination of its appointment as Servicer;
- (f) maintain and/or preserve any and all of the Ancillary Rights related to the Loans and their priority;
- (g) procure payment of all applicable stamp duties (if applicable in the future), registration and other documentary taxes in respect of the Loans and/or their Ancillary Rights to the extent the same has not been paid by the Seller on or prior to the assignment of the Seller's rights, title, interest and benefit in, to and under the Loans and their Ancillary Rights pursuant to the terms of the Loan Sale Agreement;
- (h) pay, on behalf of the Issuer, any amount of Levy which is due and payable by the Issuer;
- (i) enforce Loans in accordance with the Enforcement Procedures;
- (j) collect scheduled insurance premium payments from Borrowers and forward them to the relevant insurance providers;
- (k) collect from Borrowers any legal costs incurred in the administration or enforcement of a Loan or, where applicable, net-off such costs from any relevant recoveries;
- (l) keep in safe custody the Loan Documentation for all the Loans;
- (m) provide the Cash Manager with information relating to Receipts, Replacement Loans and Buy-back Loans, in respect of each Collection Period; and
- (n) segregate collections representing interest which accrued on the Loans prior to the Closing Date and remit such amounts to the Seller.

The Servicer (for so long as the Servicer is NBG) will be entitled to agree any change to the terms and conditions of a Loan which:

- (i) does not cause the Loan to cease to comply with the Eligibility Criteria;
- (ii) would not cause any of the Warranties to be untrue if given on the effective date of the relevant variation,

subject to such change being in accordance with the Operating Procedures Manual in effect from time to time (a **Permitted Variation**).

Such variations may include (but are not limited to) changes to the terms of (i) either the type or tenor of the base rate of interest provided, (ii) the frequency by which the Borrower is obliged to make interest payments, (iii) the interest margin over the base rate of interest, (iv) the maturity of the Loan, (v) the dates for prepayment or (vi) the prepayment penalties.

Enforcement Procedures means the Servicer's customary and usual servicing procedures for enforcing loans and their related security (if any) that are comparable to the Loans and their Ancillary Rights in accordance with its policies and procedures relating to its auto loan business.

Loan Documentation means, in respect of a Loan, (a) the agreement between the Seller and the relevant Borrower (and, if applicable, a Guarantor) under which that Loan is constituted and (b) all documents relating to or evidencing the Ancillary Rights for that Loan.

Replacement Loan means a similar loan and its security sold by the Seller to the Issuer after the Closing Date in replacement of a Buy-back Loan repurchased by the Seller pursuant to the Loan Sale Agreement.

The Servicer will promptly upon receipt or collection of all amounts paid by the Borrowers under or in respect of their Loans, the Loan Documentation and the Ancillary Rights related thereto (including, without limitation, interest, principal, fees (including any related break costs), capitalised fees, charges and penalties, in each case, which relates to the Loans, but excluding, for the avoidance of doubt, amounts representing insurance premium payments and other third party fees advanced by the Seller directly to the relevant third parties) credit such amounts, less deductions in respect of certain legal expenses and unpaid insurance premium payments (excluding those received on the Closing Date) which are owed to the Servicer by the Borrowers associated with the ongoing servicing of the Loans on a per Loan basis, to the Collection Account. All amounts standing to the credit of the Collection Account will be held in the name of the Servicer but for the benefit of the Secured Parties pursuant to paragraph 18, article 10 of the Securitisation Law.

The Servicer will also identify and record, among other things, the amount of receipts and collections and the items to which they relate including, but not limited to, principal, interest, fees, levies, legal costs and insurance premiums. All amounts standing to the credit of the Collection Account will be held in the name of the Servicer but for the benefit of the Secured Parties pursuant to Paragraph 15, Article 10 of the Securitisation Law.

The Servicer will transfer all amounts standing to the credit of the Collection Account (which for the avoidance of doubt will exclude any Levy deducted by the Servicer and paid to the government) to the Issuer Transaction Account at or about 12 p.m. Athens time one Transfer Business Day prior to each Interest Payment Date.

The Servicer will also be responsible for setting the interest rate chargeable to Borrowers under the Loans on behalf of the Issuer. Pursuant to the Servicing Agreement, the Servicer will be authorised and required to set (and notify) the interest rate chargeable on a floating basis to the Borrowers under the Loans based on the Consumer Credit Base Rate (plus the applicable margin, if any, plus applicable Levy).

Consumer Credit Base Rate means a rate subject to quarterly revision to correspond with any change in the rate for 3-month EURIBOR, such revision carried out on the last day of each calendar quarter.

The Servicer will produce a report (the **Servicer Report**) in respect of the immediately preceding Collection Period and deliver such Servicer Report to the Issuer, the Trustee (if requested) and the Cash Manager on the 15th day of March and September in each year, or if such a day is a Saturday or a Sunday, or is not an Athens and London Business Day, then on the immediately succeeding Athens and London Business Day (the **Servicer Report Date**). The Servicer Report will set out information on, among other things, the Loans, the amount of Buy-back Loans repurchased by the Seller and details of Loan Income Receipts.

The Servicer will not, without the prior written consent of the Trustee, be entitled to sub-contract or to delegate the performance of all or any of the Services provided that the consent of the Trustee shall not be required to the sub-contracting or delegation of all or any of the Services to (inter alia) a member of the Group.

The Servicer will make certain representations and warranties to the Issuer in accordance with the terms of the Servicing Agreement relating to itself and its entering into the Transaction Documents to which it is a party. The Servicer will also be required to make covenants in favour of the Issuer relating to itself in the performance of the Services in accordance with the terms of the Servicing Agreement.

The Servicer will receive a fee for providing the Services pursuant to the Servicing Agreement payable on each Interest Payment Date in accordance with the Priority of Payments and Deed of Charge. The Servicer will also be entitled to be reimbursed for costs and expenses that it incurs in connection with the provision of the Services, including the payment of the Levy on behalf of the Issuer, and the costs of enforcement action against Borrowers, in either case, to the extent that these have not previously been deducted from gross amounts paid by the Borrowers to the Servicer or from recoveries.

The appointment of NBG as Servicer (in relation to the provision of the Services) can be terminated on the occurrence of, *inter alia*, certain insolvency events in relation to the Servicer, a payment or other default by the Servicer under the Servicing Agreement, it becoming unlawful under the laws of the Hellenic Republic for the Servicer to perform any material part of the Services and any other event specified as a Servicer termination event in the Servicing Agreement (each a **Servicer Termination Event**). In the event that the appointment of the Servicer is terminated, the Trustee will not be responsible for performing any of the obligations of the Servicer pending the appointment of a substitute servicer. If a substitute servicer is appointed to service the Loans and their Ancillary Rights such appointment is required to comply with Paragraph 14, Article 10 of the Securitisation Law.

SUMMARY OF THE SECURITISATION LAW

The following is a summary of certain aspects of the Securitisation Law (as defined below) and does not purport to be a comprehensive discussion of all legal aspects. Prospective Noteholders should seek independent legal advice.

The transactions described in this Offering Circular are the subject of specific legislation enacted by the Greek Government in law 3156/2003 of the Hellenic Republic (published in Government Gazette issue no. 157/A/25.06.03) as the same may be amended or re-enacted from time to time (the **Securitisation Law**). Article 10 of the Securitisation Law contains express provisions setting out a framework for the assignment and securitisation of receivables originated by a commercial entity resident in Greece (a **Transferor**) resulting from its business activity.

Article 10 of the Securitisation Law allows a Transferor to sell its receivables to a special purpose vehicle (an **SPV**) which must also be the issuer of bonds to be issued in connection with the securitisation of such receivables. In particular, it provides that:

- (a) the assignment of the receivables is to be governed by the assignment provisions of the Greek Civil Code, which provides that additional rights relating to the receivables including guarantees, mortgages, mortgage pre-notations and other security interests will be transferred by the Transferor to the SPV along with the transfer of the receivables;
- (b) the transfer of the receivables pursuant to the Securitisation Law does not change the nature of the receivables, and all privileges which attach to the receivables for the benefit of the Transferor are also transferred to the SPV;
- (c) a summary of the receivables sale agreement must be registered with the competent Registry of Transcription, in accordance with the procedure set out under Article 3 of law 2844/00 of the Hellenic Republic, following which the sale of the receivables is effected and perfected and the underlying obligors of the receivables will be deemed to have received notice that there has been a sale of the receivables;
- (d) following the registration of the summary of the receivables sale agreement, the validity of the sale of the receivables is not affected by any insolvency proceedings concerning the Transferor or the SPV;
- (e) following the transfer of the receivables and the registration of the summary of the receivables sale agreement, no security interest or encumbrance can be created over the receivables other than the interest that is created pursuant to the Securitisation Law which comprises a pledge operating by law over the receivables in favour of the holders of the bonds issued in connection with the securitisation of the receivables and also the other creditors of the SPV;
- (f) the claims of the holders of the bonds issued in connection with the securitisation of the receivables and also the other creditors of the SPV from the enforcement of the pledge operating by law will rank ahead of the claims of any statutory preferential creditors;
- (g) the servicing and making of collections with respect to the receivables must be carried out by:
 - (i) a credit institution or financial institution which is license to provides services in accordance with its scope of business in the European Economic Area;
 - (ii) the Transferor; or
 - (iii) a third party that had guaranteed or serviced the receivables prior to the time of transfer to the SPV;
- (h) if the SPV is not resident in Greece, the entity responsible for servicing and making collections of the receivables must be resident in Greece if the receivables are payable by consumers in Greece;

- (i) not available to the creditors of the entity making such collections and will not form part of its estate on its liquidation;
- (j) the proceeds of the collections made in respect of the receivables must immediately upon receipt be deposited by the entity making such collections in a separate bank account held with a credit institution or financial institution in the European Economic Area or with such entity, if it is a credit institution (the transfer of the Collections into the Collection Account fulfils this requirement);
- (k) amounts standing to the credit of the separate bank account into which collections are deposited are also secured in favour of the holders of the bonds issued in connection with the securitisation of the receivables and the other creditors of the SPV by virtue of a pledge operating by law;
- (l) the laws relating to bank confidentiality do not apply for the purposes of the sale of the receivables by the Transferor to the SPV or for the purposes of the agreements between the SPV and its creditors, but the SPV and its creditors are obliged to comply with the provisions of Greek law relating to bank confidentiality, with respect to such receivables; and
- (m) the Transferor can make available data relating to the obligors under the receivables to the SPV and the SPV can make such data available to its creditors, to the extent that it is necessary for the purposes of the securitisation, without having to obtain the consent of the obligors or of the Data Protection Authority of law 2472/1997 of the Hellenic Republic.

SUMMARY OF THE PRINCIPAL DOCUMENTS

Loan Sale Agreement

The Issuer, the Seller and the Trustee will enter into a Loan Sale Agreement to be dated on or about the Closing Date (the **Loan Sale Agreement**). The Loan Sale Agreement will set out, *inter alia*, the terms and conditions of the sale and assignment by the Seller to the Issuer of Loans and Ancillary Rights in the Portfolio.

Sale of Initial Loans

Pursuant to the terms of the Loan Sale Agreement, the Seller will sell the Initial Portfolio to the Issuer subject to and in consideration of the Issuer entering into the Transaction Documents to which it is a party and in consideration of the Purchase Price in respect of the Initial Portfolio, which will be satisfied by a combination of:

- (a) a cash payment equal to the Initial Purchase Price; and
- (b) by way of deferred purchase price, any excess Available Funds held by the Issuer following the payment of, or provision for, the amounts referred to in paragraphs (i) to (ix) (inclusive) of the Priority of Payments or the amounts referred to in paragraphs (i) to (v) (inclusive) of the Post-Enforcement Priority of Payments, as appropriate (the **Deferred Consideration**).

On the Closing Date the Issuer will estimate the Initial Purchase Price and will apply the proceeds of the issue of the Notes towards payment of such estimated amount. The Initial Purchase Price for any loans comprising the Initial Portfolio will be an amount equal to the then aggregate Contractual Balance of such Initial Loans.

To the extent the actual Initial Purchase Price is not equal to the estimated Initial Purchase Price following a reconciliation on or about 10 Business Days after the Closing Date, the Issuer shall either (i) pay to the Seller an amount equal to any amount by which the Initial Purchase Price exceeds the estimated Initial Purchase Price or, (ii) if the estimated Initial Purchase Price is greater than the Initial Purchase Price, the Seller shall pay the Issuer an amount equal to such difference (the **Seller Reconciliation Amount**).

Representations, Warranties and Eligibility Criteria

As at the date the Loans are sold to the Issuer, the Loans forming the Portfolio sold on such date will be required to comply with the Eligibility Criteria.

As at the Closing Date and any Repurchase Date (except for representation (c) below which is given only on the Closing Date), the Loans will also be required to comply with the representations and warranties given by the Seller in respect of the Portfolio in the Loan Sale Agreement (the **Warranties**) which include (but are not limited to) the following representations and warranties:

- (a) that each Loan is, on the date that it is acquired by the Issuer, an Eligible Loan in the amount specified as being the outstanding amount of such Loan in the relevant Assignment Agreement;
- (b) the assignment of each Loan will be effective to pass to the Issuer legal title thereto and the benefit thereof (including a right to any Collections and other rights in connection therewith such as related guarantees and security interests) free of any encumbrances in favour of any person claiming through or under the Seller or any of its affiliates to the Issuer and, subject to any limitations arising on enforcement in the jurisdiction of the relevant Obligor, no further act, condition or thing will be required to be done in connection therewith (other than the registration of the Assignment Agreement with the relevant Greek pledge registry and the fulfilment of any other requirements set out in the Securitisation Law) to enable the Issuer to require payment of any such Loan or to enforce any such right in the courts of Greece without the participation of the Seller;

- (c) that the assignment of each Loan is in compliance with requirements of law applicable to the Seller on the Closing Date;
- (d) that the Seller is the person in whom the legal title to the Loans is held, immediately prior to the assignment of the Loans to the Issuer;
- (e) that the Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records necessary to show all payments, receipts and proceedings relating to each Loan;
- (f) that the lending criteria is consistent with the criteria that would be used by a reasonable, prudent consumer lender;
- (g) that the Seller has not unilaterally applied a credit excess limit charge without specifying the exact amount of such limit; and
- (h) that each Loan and its Ancillary Rights either (a) in the case of an Initial Loan, at the Closing Date or (b) in the case of a Replacement Loan, at the Repurchase Date, on which the Issuer acquires such loans comply with the following criteria (the **Eligibility Criteria**):
 - (a) relates to an auto loan;
 - (b) which was in existence and maintained with the Seller prior to or at the time of its transfer to the Seller;
 - (c) which is payable in Euro;
 - (d) where the credit limit does not exceed €80,000;
 - (e) where the accountholder is a resident of Greece and his or her most recent billing address is located in Greece;
 - (f) which has been originated by the Seller or in its normal course of business and using contracts adhering to its standard terms, conditions, policies and procedures;
 - (g) which has been operated by the Seller in all material respects in accordance with the Seller's automobile loan guidelines;
 - (h) which has not been classified by the Seller as counterfeit, cancelled, fraudulent, stolen or lost, or under investigation for fraudulent activity; and
 - (i) which is not more than 90 days in Arrears.

Ancillary Rights means, in relation to a Loan,

- (a) all rights which, though not being accessory rights within the meaning of article 458 of the Greek Civil Code, are nevertheless connected with such Loan and include, without limitation, any insurance proceeds rights and the Retention of Ownership Rights (if any), as well as all formative rights related to such Loan (including, *inter alia*, the right to terminate the Loan and the right to set interest rates) and all benefits and privileges attached to the Loans, as those are set out in article 10 paragraph 13 of the Securitisation Law;
- (b) any pledge, mortgage, mortgage pre-notation, assignment by way of security, Guarantee or other security established for the benefit of the Seller, in its capacity as originator of such Loan.

Arrears means in respect of any Loan, any amount equal to or greater than €50 which is outstanding after being due and payable by the relevant Borrower for one full month, in accordance with the terms and conditions of the relevant Loan Documentation.

Auto Supplier means the person who sells a vehicle to a Borrower, the purchase price for which is (in

whole or in part) financed by a Loan.

Borrower means, in respect of each Loan, the person or persons to whom or at whose direction the Loan is advanced and who have a primary obligation for the repayment of the Loan.

Cut-Off Date means 31 August 2011;

Defaulted Loan means a Loan which is more than 180 days in Arrears.

Guarantor means, in respect of any Loan, the person or persons who have agreed to guarantee, provide surety for and/or provide third party security for the repayment of the Loan by the Borrower or who has otherwise agreed to assume the liability to repay some or all of the Loan in place of the Borrower (whether before or after any default by the Borrower in performance of the obligations under the Loan).

Insolvency Event means, in respect of NBG, any of the following:

- (a) NBG stops payment of part or all of its debts;
- (b) an application or petition for bankruptcy, administration, dissolution or mandatory management of NBG has been filed with the court and is not discharged by the latter of 30 days and the original judicial hearing date for the application or petition;
- (c) NBG having resolved to enter into voluntary liquidation;
- (d) NBG admits in writing its inability to pay or meet its debts;
- (e) NBG is forced to enter into liquidation pursuant to Greek law;
- (f) a creditors' collective enforcement procedure is commenced against NBG (including such procedure under Greek Bankruptcy Code (law 3588/2007) Greek law 3601/2007 and Greek law 3458/2006 (for so long as such temporary revocation remains in effect or otherwise becomes permanent) within 30 days;
- (g) the appointment of any administrator, liquidator or administrative or other receiver of NBG or all or a substantial part of its property or assets; and
- (h) any action or step is taken which has a similar effect to the foregoing.

Insolvency Official means, in relation to a company, a liquidator, (except, in the case of the Issuer, a liquidator appointed for the purpose of a merger, reorganisation or amalgamation the terms of which have previously been approved either in writing by the Trustee or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding) provisional liquidator, administrator, administrative receiver, receiver, receiver or manager, compulsory or interim manager, nominee, supervisor, conservator, guardian or other similar officer in respect of such company or in respect of any arrangement, compromise or composition with any creditors or any equivalent or analogous officer under the law of any jurisdiction.

Instalment Amount means, in respect of a Loan, the amount which, under the terms of the relevant Loan Documentation, the relevant Borrower is obliged to pay to the lender on each payment date specified therein.

Obligor means each Borrower and each Guarantor of each Loan.

Prudent Lender means a prudent lender making loans to Borrowers in Greece secured by the Security.

Retention of Ownership Rights means, in relation to a vehicle, the purchase of which has been financed (in whole or in part) by a Loan, the rights of the Seller arising from the retention of ownership of such vehicle by the Auto Supplier thereof in favour of the Seller, as well as all rights and claims,

contractual or *in rem*, arising from the retention of ownership and assigned by such Auto Supplier to the Seller pursuant to a loan agreement (including, *inter alia*, the right to repossess the vehicle and the right to receive the proceeds from the sale of a repossessed vehicle).

Security Interest means any pledge (including any pledge operating by law), lien, charge, assignment, hypothecation or security interest or other agreement or arrangement having the effect of conferring security.

Reductions in Loans

Pursuant to the terms of the Loan Sale Agreement, the Seller will undertake by way of an indemnity to pay to the Issuer an amount equal to the amount of any reduction in any payment due with respect to any Loan sold to the Issuer as a result of any exercise of any right of set-off, counterclaim, credit adjustment, rebate or deduction made by any Borrower against the Seller (including any amount set-off or deducted in connection with any Reclaimable Amount or any Deposit Amount).

Repurchase of Retired Loans by the Seller

If a Loan fails to comply with the Eligibility Criteria or there is a breach of any of the representations and warranties given by the Seller as at the Closing Date then the Seller will have an obligation to remedy such breach within 30 days after receiving written notice of such breach from the Issuer. If such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 30 day period, the Seller has an obligation to repurchase the relevant Loan (a **Retired Loan**) for cash or procure the delivery of a Replacement Loan in replacement of such Loan subject to the provisions of the Loan Sale Agreement

The consideration payable by the Seller in relation to the repurchase of a Retired Loan will be an amount equal to the Repurchase Price relating to the relevant Retired Loan purchased on such Repurchase Date.

If a Loan expressed to be included in the Portfolio has never existed or has ceased to exist on the date on which it is due to be repurchased, the Seller will be required, on demand, to indemnify the Issuer against any loss and all liabilities suffered by the Issuer by reason of the breach of the relevant Warranty.

On any day on which a Retired Loan is to be repurchased and consideration to be paid by the Seller or any day on which the Seller is to make an indemnity payment, the Seller may sell Replacement Loans to the Issuer such that the aggregate of the Contractual Balance of the Replacement Loans will be equal to or less than the consideration or indemnity payment in cash that is payable by the Seller to the Issuer on such day. In the event that the Contractual Balance of the Replacement Loan is less than the amount payable by the Seller to the Issuer, then the Seller shall pay an amount in cash equal to such deficiency. The Issuer may discharge its liability to pay the consideration for a Replacement Loan by setting-off amounts due to it in respect of consideration for a Retired Loan or in respect of any indemnity payment payable to the Issuer by the Seller.

Seller Call Option

The Seller may exercise the Seller Call Option granted by the Issuer pursuant to the Loan Sale Agreement or any Assignment Agreement to purchase, and have assigned to it, the Portfolio and all rights attaching thereto in full on the next Interest Payment Date by giving notice to the Issuer of not more than 120 days and not less than 10 days of such exercise (the **Seller Call Option**). The Seller will only purchase the Portfolio for a purchase price such that on such Interest Payment Date the Available Funds will, following the exercise of the Seller Call Option, be sufficient for the Issuer to discharge all his liabilities in respect of the Notes and any amounts to be paid *pari passu* with or in priority to the Notes according to the Priority of Payments on such Interest Payment Date.

Seller Repurchase Option

The Seller may exercise the Seller Repurchase Option granted by the Issuer pursuant to the Loan Sale Agreement to purchase, and have assigned to it, on or more Loans (the **Repurchased Loans**)

and their related Ancillary Rights on any Athens/London Business Day by giving notice to the Issuer of not more than 30 days and not less than 3 days of such exercise (the **Seller Repurchase Option**). Such purchase will be in an amount equal to the Repurchase Price relating to the Repurchase Loans on the relevant repurchase date.

On any day on which a Repurchase Loan is to be repurchased and consideration to be paid by the Seller, the Seller may sell Replacement Loans to the Issuer such that the aggregate of the Contractual Balance of the Replacement Loans will be equal to or less than the consideration or indemnity payment in cash that is payable by the Seller to the Issuer on such day. In the event that the Contractual Balance of the Replacement Loan is less than the amount payable by the Seller to the Issuer, then the Seller shall pay an amount in cash equal to such deficiency. The Issuer may discharge its liability to pay the consideration for a Replacement Loan by setting-off amounts due to it in respect of consideration for a Repurchase or in respect of any indemnity payment payable to the Issuer by the Seller.

Replacement Loan Conditions

The Replacement Loans must satisfy the following criteria:

- (a) each Replacement Loan has to meet the Eligibility Criteria; and
- (b) the Warranties being true in every material respect on the relevant Repurchase Date in respect of the Replacement Loan(s) by reference to the facts and circumstances then subsisting.

Completion of Sale and Purchase of Replacement Loans

Completion of the sale and purchase of any Replacement Loan on a Repurchase Date will be conditional on:

- (a) no Acceleration Notice in respect of the Notes having been delivered by the Trustee to the Issuer in accordance with the Conditions;
- (b) the Seller not being in material breach of any of its obligations under the Loan Sale Agreement;
- (c) the Seller executing and delivering all documents necessary to assign and sell the Replacement Loan and its Ancillary Rights to the Issuer;
- (d) the registration of a form under the terms of Article 10, Paragraph 8 of the Securitisation Law and the Greek Ministry of Justice (decision no. 161337 of 30 October 2003) (a **Notification Form**) in respect of the relevant Replacement Loan(s);

If there is a material breach of any other representations and warranties under the Loan Sale Agreement, the Seller will indemnify the Issuer against any losses and damage suffered and all costs, fees and expenses incurred by reason of such breach.

The Loan Sale Agreement will be governed by English law.

Assignment Agreement

The Issuer will enter into the Assignment Agreement with the Seller on the Closing Date and each Repurchase Date pursuant to which the Seller will assign, pursuant to Article 454 *et seq* of the Greek Civil Code, all of its interests in and arising from the Initial Loans and any Replacement Loans, as the case may be, and related rights and privileges (including the Ancillary Rights and Privileges) to the Issuer. Each Assignment Agreement will be subject to the terms and conditions of the Loan Sale Agreement and a summary thereof will be registered with the Athens Pledge Registry pursuant to a Sale Notification Form.

Privileges means, in respect of a Loan, all special privileges of credit institutions relating to the enforcement of their claims, the right to set the interest rate in accordance with the legislative decree 588/48 and subsequent regulatory acts of the Bank of Greece, all discounts and tax exemptions

established in favour of the Seller relating to the pursuit and/or enforcement of claims arising, and the exercise of all respective rights, in each case in relating to that Loan.

The Assignment Agreement will be governed by Greek law.

Trust Deed

The Notes will be constituted by the Trust Deed. Pursuant to the terms of the Trust Deed, the Trustee may retire at any time on giving not less than three months prior written notice to the Issuer without assigning any reason and without being responsible for any costs occasioned by such retirement. The Noteholders will have the power (exercisable by an Extraordinary Resolution of each Class of Notes) or, (pursuant to the Deed of Charge) if none of the Notes remains outstanding, all of the Other Secured Creditors will have the power by written notice to remove any trustee or trustees for the time being under the Trust Deed and the Deed of Charge. The Issuer undertakes that it will use all reasonable endeavours to procure a new trustee to be appointed as soon as reasonably practicable after the Trustee under the Trust Deed retires or is removed. The retirement or removal of any such trustee will not become effective until a successor trustee is appointed. If a successor trustee has not been appointed within three months after the date of the notice of retirement of the Trustee or the Extraordinary Resolution of the Noteholders or written notice from the Other Secured Creditors, as the case may be, then the retiring Trustee may appoint its own successor trustee but, while the Notes remain outstanding, no appointment shall take effect unless previously approved by Extraordinary Resolution of each Class of Notes.

The Trust Deed also provides for the indemnification and exoneration of the Trustee as further described in Condition 12.

The Trust Deed will be governed by English law.

Issuer/Holdco Corporate Services Agreement

The Issuer will enter into the Issuer/Holdco Corporate Services Agreement with the Issuer/Holdco Corporate Services Provider, Holdco and the Share Trustee on or prior to the Closing Date. Under the Issuer/Holdco Corporate Services Agreement, the Issuer/Holdco Corporate Services Provider will agree to provide certain corporate book-keeping, secretarial and accounting services to the Issuer and Holdco. In return for the services so provided, the Issuer/Holdco Corporate Services Provider will receive a fee payable by the Issuer in accordance with the Priority of Payments.

The Issuer/Holdco Corporate Services Provider will provide corporate administration and secretarial services to the Issuer and Holdco which will include: (a) arranging on behalf of the Issuer and Holdco for the preparation, keeping and auditing of the accounts of the Issuer and Holdco, administering all matters relating to taxation of the Issuer and Holdco and obtaining accounting and taxation advice from professional advisers approved by the Issuer; (b) arranging the convening of shareholders' and directors' meetings of the Issuer and Holdco (to be held in the United Kingdom) as and when required, providing facilities for holding such meetings and preparing and keeping minutes of such meetings; (c) giving, at the request of the board of directors of the Issuer and Holdco, any directions and information concerning the Issuer and Holdco to any providers of services (such as the Servicer, auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the board of directors pursuant to the articles of association of the Issuer and Holdco; and (d) using its reasonable endeavours to cause the Issuer and Holdco (to the extent that the Issuer and Holdco have sufficient funds and other resources and are otherwise able to do so) to comply with their obligations under any agreement by which the Issuer or Holdco is bound.

No termination of the appointment of the Issuer/Holdco Corporate Services Provider may occur unless a successor corporate services provider acceptable to the Issuer has been appointed and has acceded to the terms of the Issuer/Holdco Corporate Services Agreement.

The Issuer/Holdco Corporate Services Agreement will be governed by English law.

Servicing Agreement

For a summary of the terms and conditions of the Servicing Agreement, see the section entitled *Servicing of the Portfolio* above.

Collection Account Agreement

The Issuer and the Trustee will enter into a collection account agreement with the Greek Account Bank whereby the Greek Account Bank will open the Collection Account in the name of the Issuer (the **Collection Account Agreement**). The Greek Account Bank will agree to open and maintain the Collection Account and provide the Issuer with certain services in connection with account handling in relation to the moneys from time to time standing to the credit of the Collection Account. The Greek Account Bank will acknowledge and agree that all amounts deposited in the Collection Account are held by it for the benefit of the Noteholders and the Other Secured Creditors in accordance with Paragraphs 15 and 18, Article 10 of the Securitisation Law and that it will make a special notation stating that the Collection Account are segregated from the property of the Greek Account Bank in accordance with Paragraph 15, Article 10 of the Securitisation Law. Amounts standing to the credit of the Collection Account (which for the avoidance of doubt will exclude any Levy deducted by the Servicer and paid to the government) shall, at or about 12.00 Athens time on the day falling one Transfer Business Day prior to each Interest Payment Date, be transferred to the Issuer Transaction Account.

Following the occurrence of an Insolvency Event in respect of NBG, the Issuer will (with the prompt assistance and co-operation of the Greek Account Bank) as soon as reasonably practicable, and in any event within thirty (30) days, procure the transfer of the Collection Account to another bank in accordance with paragraph 15 of the Securitisation Law, the identity of which shall have been approved in writing by the Trustee.

If the appointment of NBG as Servicer is terminated, the Collection Account will, within 30 calendar days, be transferred to another bank, the identity of which shall have been approved in writing by the Trustee. If there is no other bank which is acceptable to the Trustee, then the Collection Account may continue to be held with the Greek Account Bank until a suitable bank has been identified, or may be transferred to such other bank or banks as the Trustee may approve in writing.

The appointment of any successor collection account bank shall be on substantially the same terms and conditions as that of the Greek Account Bank.

The Collection Account Agreement will be governed by Greek law.

Deed of Charge

The Issuer will enter into the Deed of Charge on or prior to the Closing Date with the Other Secured Parties. Under the Deed of Charge, the Issuer will grant fixed and floating security over all of its assets (other than those charged pursuant to Paragraph 18 of Article 10 of the Securitisation Law) in favour of the Trustee for the benefit of the Trustee and the Secured Parties.

The Deed of Charge will also provide that (other than in certain limited circumstances) only the Trustee may enforce the security created under either the Deed of Charge or Paragraph 18 of Article 10 of the Securitisation Law. The proceeds of any such enforcement of the Deed of Charge and Paragraph 18 of Article 10 of the Securitisation Law will be required to be applied in accordance with the order of priority set out in the Post-Enforcement Priority of Payments.

The Deed of Charge will be governed by English law.

Cash Management Agreement

The Cash Manager will provide certain cash management services (the **Cash Management Services**) pursuant to the terms of the Cash Management Agreement. Among other things, the Cash Manager will provide services to the Issuer and the Trustee in respect of the Issuer Transaction Account, and the making of payments in respect of the Notes to the Paying Agents.

The Cash Manager will operate the Issuer Transaction Account in such a manner as to enable the

Issuer to perform its financial obligations pursuant to the Notes and the Transaction Documents and will carry out the following incidental services relating thereto:

- (a) providing the Issuer and the Trustee with certain cash management, calculation, notification and reporting information in relation to the Issuer Transaction Account;
- (b) taking the necessary action and giving the necessary notices to ensure that the Issuer Transaction Account is credited with the appropriate amounts in accordance with the Cash Management Agreement;
- (c) taking all necessary action to ensure that all payments are made out of the Issuer Transaction Account in accordance with the Cash Management Agreement and the Conditions; and
- (d) maintaining adequate records to reflect all transactions carried out by or in respect of the Issuer Transaction Account.

On or prior to each Calculation Date, the Cash Manager shall, on the basis of the information supplied to it, calculate the Income Receipts, the Available Funds, the Note Redemption Amount applicable to each Class of Notes in relation to the next Interest Payment Date and the Principal Amount Outstanding of the Notes of each Class on the first day of the next following Interest Period.

In order to fulfil its obligations, the Cash Manager will rely on being provided with certain information from other parties. This will include:

- (i) the Servicer Report, to be delivered on or before each Servicer Report Date, pertaining to the immediately preceding Collection Period; and
- (ii) a report from the Issuer Account Bank and the Greek Account Bank, on or before each Servicer Report Date, as to the interest accrued on the Issuer Transaction Account or Collection Account (as applicable) pertaining to the immediately preceding Collection Period.

Following the end of each Interest Period, the Cash Manager will prepare and provide a report (the **Investor Report**) to the Issuer, the Trustee and the Servicer. The Issuer will make the Investor Report available to Noteholders.

The Cash Management Agreement will be governed by English law.

Bank Account Agreement

The Issuer, the Cash Manager and the Trustee will enter into an account agreement with the Issuer Account Bank whereby the Issuer Account Bank will open the Issuer Transaction Account in the name of the Issuer. The Issuer Account Bank will agree to open and maintain the Issuer Transaction Account and provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Issuer Transaction Account.

The Issuer Account Bank will agree to comply with any instructions given by the Cash Manager or the Issuer or the Trustee in relation to the management of the Issuer Transaction Account. The Issuer Account Bank will waive all rights of set-off which it may have in respect of the Issuer Transaction Account.

The Bank Account Agreement will be governed by English law.

Issuer-ICSDs Agreement

On or about the Closing Date, the Issuer will enter into an Issuer-ICSDs agreement (the **Issuer-ICSDs Agreement**) with Euroclear and Clearstream, Luxembourg (the **ICSDs**) in respect of the Notes, which will be issued in new global note form. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of the Notes, maintain their respective portion of the issue outstanding amount through their records.

The Issuer-ICSDs Agreement will be governed by English law.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions (the Conditions) of the Notes in the form (subject to amendment) in which they will be set out in the Trust Deed. Subject to any contrary provisions in the Conditions, the Conditions will apply to the Notes in global and in definitive form.

The issue of the €400,000,000 Class A Asset Backed Floating Rate Notes due 2023 (the **Class A Notes**) and the €96,500,000 Class B Asset Backed Floating Rate Notes due 2023 (the **Class B Notes**) and together with the Class A Notes, the **Notes** by Autokinito plc (the **Issuer**) are constituted by a trust deed (the **Trust Deed**) dated on or about the Closing Date between the Issuer and Citicorp Trustee Company Limited (the **Trustee**) as trustee for the holders of the Notes (the **Noteholders**).

The proceeds of the issue of the Notes will be applied in or towards, *inter alia*, the purchase of the Initial Portfolio.

References herein to the Notes shall include reference to:

- (a) any Global Note (as defined below);
- (b) in relation to any Notes represented by a Global Note, units of €100,000 (as reduced by any payment under Condition 6(a) (Mandatory Redemption of the Notes in Part) (unless the context otherwise requires)); and
- (c) any Definitive Notes (as defined below) issued in exchange for a Global Note.

References herein to interest include references to Class A Deferred Interest and interest thereon, unless the context otherwise requires.

Pursuant to an agency agreement (the **Agency Agreement**) dated on or about the Closing Date and made between the Issuer, Citibank N.A., London Branch as principal paying agent (the **Principal Paying Agent**) and, together with such additional or other paying agents, if any, appointed from time to time pursuant to the Agency Agreement, the **Paying Agents**), Citibank N.A., London Branch as agent bank (the **Agent Bank**) and the Trustee, provision is made for, *inter alia*, the payment of principal, premium (if any) and interest in respect of the Notes of each class.

The security for the Notes is constituted by a deed of charge governed by English law dated on or about the Closing Date and made between, among others, the Issuer and the Trustee (the **Deed of Charge**, which expression includes such deed of charge as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto) and security created pursuant to Paragraph 18, Article 10 of law 3156/2003 of the Hellenic Republic (published in Government Gazette issue no. 157/A/25.06.03) as the same may be amended or re-enacted from time to time (the **Securitisation Law**).

Copies of the Transaction Documents are available to Noteholders for inspection during normal business hours at the specified office of each of the Paying Agents. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Agency Agreement, the Deed of Charge and the Securitisation Law applicable to them and all the provisions of the other Transaction Documents (including the Loan Sale Agreement, the Assignment Agreement, the Issuer/Holdco Corporate Services Agreement, the Servicing Agreement, the Bank Account Agreement and the Cash Management Agreement (each as defined below)) applicable to them.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency Agreement, the Deed of Charge and the other Transaction Documents.

As used in these Conditions a reference to a class or Class of Notes, or the respective holders or **Noteholders** thereof, as applicable, shall be a reference to the Class A Notes or the Class B Notes or, as the case maybe, the holders thereof and **Classes**, in a similar context, shall be construed accordingly.

Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the Master Definitions Schedule available. These Conditions shall be construed in accordance with the principles of construction set out in the Master Definitions Schedule.

As used in these Conditions:

Ancillary Rights means, in respect of a Loan, all rights against the relevant Obligors, rights against other contracting parties under any auto loan agreement, rights to enforce all security and all other rights arising from the relevant Loan Documentation and the benefit of all applicable laws relating to, in each case, that Loan.

Assignment Agreement means the assignment agreement to be entered into between the Issuer and the Seller on or about the Closing Date and any subsequent assignment agreement.

Athens Business Day means a day on which the banks are open for business in Athens.

Available Funds means, as at a Calculation Date, an amount equal to the aggregate of (i) the Receipts standing to the credit of the Issuer Transaction Account at the opening of business on the Determination Date immediately prior to such Calculation Date *minus* any amounts (if any) standing to the credit of the Issuer Retained Profit Ledger on the Determination Date immediately prior to such Calculation Date and (ii) the Receipts standing to the credit of the Collection Account at the opening of business on the Determination Date immediately prior to an Interest Payment Date (but excluding amounts representing Levy deducted by the Servicer and paid to the government).

Bank Account Agreement means the bank account agreement to be entered into between the Issuer, the Cash Manager, the Issuer Account Bank and the Trustee on or about the Closing Date.

Borrower means, in respect of each Loan, the person or persons to whom or at whose direction the Loan is advanced (or in respect of undrawn facilities, the person or persons who are entitled to request or direct that a drawing under or advance of the relevant facility is made) and who have a primary obligation for the repayment of the Loan.

Business Day means, in relation to any place, a day (other than a Saturday or a Sunday) on which banks are generally open for business in such place.

Calculation Date means the date falling two days (other than Saturdays or Sundays) before each Interest Payment Date, on which banks are open for business in London and Athens, and on which calculations are made for an Interest Period ending on the immediately succeeding Interest Payment Date by reference to the determinations made on the immediately preceding Determination Date.

Cash Management Agreement means the cash management agreement to be entered into between the Issuer, the Cash Manager and the Trustee on or about the Closing Date.

Cash Manager means Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, in its capacity as cash manager under the Cash Management Agreement.

Class A Noteholders means the several persons who are for the time being holders of the Class A Notes (being, if and to the extent that the Class A Notes are represented by the Definitive Class A Notes, the bearers thereof and, if and to the extent that the Class A Notes are represented by the Temporary Class A Global Note and/or the Permanent Class A Global Note, the persons for the time being shown in the records of Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder at Euroclear and other than Euroclear if Euroclear shall be an account holder at Clearstream, Luxembourg) as being holders of the Class A Notes, in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the principal amount of Class A Notes standing to the account of any person shall be conclusive and binding for all purposes of the Trust Deed and the Conditions (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the Temporary Class A Global Note and/or the Permanent Class A Global Note in accordance with and subject to their respective terms and the terms of the Trust Deed))

and the words holder and holders in relation to the Class A Notes and related expressions shall be construed accordingly.

Class A Note Redemption Amount means an amount equal to the lesser of:

- (a) the Principal Amortisation Amount; and
- (b) the then Principal Amount Outstanding of the Class A Notes.

Class B Noteholders means the several persons who are for the time being holders of the Class B Notes (being, if and to the extent that the Class B Notes are represented by the Definitive Class B Notes, the bearers thereof and, if and to the extent that the Class B Notes are represented by the Temporary Class B Global Note and/or the Permanent Class B Global Note, the persons for the time being shown in the records of Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder at Euroclear and other than Euroclear if Euroclear shall be an account holder at Clearstream, Luxembourg) as being holders of the Class B Notes in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the principal amount of Class B Notes standing to the account of any person shall be conclusive and binding for all purposes of the Trust Deed and the Conditions (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the Temporary Class B Global Note and/or the Permanent Class B Global Note in accordance with and subject to their respective terms and the terms of the Trust Deed)) and the words holder and holders in relation to the Class B Notes and related expressions shall be construed accordingly.

Class B Note Redemption Amount means an amount equal to the lesser of:

- (a) the Principal Amortisation Amount less any amounts repayable on the Class A Notes on such Interest Payment Date; and
- (b) the then Principal Amount Outstanding of the Class B Notes.

Closing Date Closing Date means on or about 23 September 2011 or such later date as may be agreed by the Issuer and the Arranger.

Collection Account Agreement means any collection account agreement entered into between the Issuer, the Trustee and the Greek Account Bank in respect of any Collection Account at the relevant time.

Collection Account Income means interest accrued, if any, on Collections.

Collection Date means the 1st day of each of March and September in each year or, if such day is not an Athens Business Day, the immediately succeeding Athens Business Day unless such day would fall in a succeeding month, in which case the immediately preceding Athens Business Day.

Collection Period means each period starting on (and including) a Collection Date (or the Closing Date, in the case of the first Collection Period) and ending on (and excluding) the immediately succeeding Collection Date (or the first Collection Date, in the case of the first Collection Period).

Collections means all amounts (including, without limitation, interest, principal, fees (including any related break costs), capitalised fees, charges and penalties, in each case, which relates to the Loans, but excluding, for the avoidance of doubt, amounts representing insurance premium payments and other third party fees advanced by the Seller directly to the relevant third parties) received in accordance with the Servicing Agreement.

Contractual Balance means, in respect of each Loan, the aggregate of (a) the principal amount outstanding owed by the relevant Borrower; (b) any interest, disbursement, legal expense, fee, charge, service charge, premium or payment which has been properly capitalised in accordance with the relevant Loan conditions or with the relevant Borrower's consent and added to the amounts secured by that Loan (including capitalised interest); and (c) any other amount (excluding accrued

interest and arrears of interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Borrower and has not been capitalised in accordance with the relevant Loan conditions or with the relevant Borrower's consent but which is payable in accordance with the terms of that Loan.

Defaulted Loan means a Loan which is more than 180 days in Arrears.

Definitive Class A Notes means the definitive notes representing the Class A Notes to be issued in accordance with Clause 4 of the Trust Deed in substantially the form set out in Part A of Schedule 2 to the Trust Deed.

Definitive Class B Notes means the definitive notes representing the Class B Notes to be issued in accordance with Clause 4 of the Trust Deed in substantially the form set out in Part A of Schedule 2 to the Trust Deed.

Determination Date means the first Business Day following the end of a Collection Period.

Eligibility Criteria means the criteria set out in Schedule 2 to the Loan Sale Agreement.

EURIBOR means the Eurozone Interbank Offered Rate.

Expected Amortisation Amount means, in relation to each Calculation Date, the aggregate Principal Amount Outstanding of all Notes less the Principal Outstanding Amount of the Loans, in each case as at such Calculation Date.

Guarantee means, in relation to a Loan, an agreement between the Seller and a Guarantor whereby the Guarantor guarantees the payments of a Borrower pursuant to that Loan.

Guarantor means, in relation to a Loan, the individual or individuals assuming an obligation to guarantee repayment of such Loan.

Global Notes means the Temporary Global Notes together with the Permanent Global Notes or any of them, as the context may require.

Holdco means Autokinito Holding Limited (registered number 7768842) the registered office of which is at 35 Great St. Helen's, London EC3A 6AP.

IBA Income means, in respect of a Collection Period, the aggregate of the interest received from time to time on the balances on the Issuer Transaction Account during such Collection Period.

Income Receipts means the aggregate of:

- (a) Loan Income Receipts in respect of a Collection Period;
- (b) IBA Income in respect of a Collection Period; and
- (c) Collection Account Income (if any) in respect of a Collection Period,

in each case for the Interest Period corresponding to such Collection Period and ending on the immediately succeeding Interest Payment Date, without double-counting.

Initial Portfolio means the Initial Loans purchased by the Issuer from the Seller on the Closing Date details of which are set out in Schedule 9 to the Loan Sale Agreement.

Interest Payment Date means the 20th day of March and September of each year, unless such day is not a Business Day, in which case it will be adjusted in accordance with the Conditions.

Issuer means Autokinito plc (registered number 7768842) the registered office of which is at 35 Great St. Helen's, London EC3A 6AP, United Kingdom.

Issuer Account Bank means Citibank N.A., London branch acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom in its capacity as account bank to the Issuer under the Bank Account Agreement.

Issuer/Holdco Corporate Services Agreement means the corporate services agreement to be entered into between the Issuer, Holdco, the Share Trustee and the Issuer/Holdco Corporate Services Provider, dated on or prior to the Closing Date.

Issuer/Holdco Corporate Services Provider means Structured Finance Management Limited (registered number 3853947) in its capacity as corporate services provider under the Issuer/Holdco Corporate Services Agreement.

Issuer - ICSDs Agreement means the ICSD agreement entered into on or prior to the Closing Date between the Issuer, Euroclear and Clearstream, Luxembourg.

Issuer Retained Profit means an amount equal to 0.01 per cent. of the aggregate of the Income Receipts for the Collection Period which ended immediately prior to such Calculation Date.

Issuer Retained Profit Ledger has the meaning given to it in Schedule 2 of the Cash Management Agreement.

Issuer Transaction Account means the designated bank account opened and maintained by the Issuer with the Issuer Account Bank in London, under the Bank Account Agreement or such other account as may be designated as such by the Issuer, the Cash Manager and the Trustee.

Loan Agreement means, in respect of a Loan, the agreement between the Seller and the relevant Borrower (and, if applicable, a Guarantor and, where applicable, the Auto Supplier) under which that Loan is constituted and all amendments thereto.

Loan Documentation means, in respect of a Loan, (a) the Loan Agreement and (b) all documents relating to or evidencing the Ancillary Rights for that Loan.

Loan Income Receipts means, in respect of a Collection Period ending immediately prior to such Calculation Date the aggregate of:

- (a) payments of interest (which, for the avoidance of doubt, includes amounts representing the Levy) and other fees received in euro from the Borrowers under the Loans; and
- (b) recoveries of interest and outstanding fees from defaulting Borrowers under Loans being enforced or Loans which have been enforced,

in each case for that Collection Period and without double-counting provided that other than in respect of the Initial Portfolio during the first Collection Period, the following amounts shall be excluded from Loan Income Receipts:

- (a) interest accrued on the Loans prior to the Closing Date or relevant Repurchase Date;
- (b) amounts representing capitalised fees and capitalised interest; and
- (c) amounts representing repayments of insurance premiums advanced directly by the Seller to insurance providers.

Loans means the Initial Loans and Replacement Loans which have been or will be originated by the Seller that meet the Eligibility Criteria and which are subsequently acquired by the Issuer in accordance with the terms of the Loan Sale Agreement.

Loan Sale Agreement means the Loan Sale Agreement between the Issuer, the Seller and the Trustee dated on or about the Closing Date.

Most Senior Class of Notes means:

- (a) the Class A Notes; or
- (b) if no Class A Notes are then outstanding (as defined in the Trust Deed), the Class B Notes (if, at any time, any Class B Notes are then outstanding).

NGN means Global Notes in new global note form.

Note Purchase Deed means the note purchase deed in respect of the Notes dated on or about the Closing Date and made between the Issuer, the Seller and the Arranger.

Note Redemption Amount means the Class A Note Redemption Amount and the Class B Note Redemption Amount or any one or more of them, as the context may require.

Other Secured Creditors or **Other Secured Parties** means the Trustee, the Servicer, the Seller, the Issuer/Holdco Corporate Services Provider, the Issuer Account Bank, the Greek Account Bank, the Cash Manager, the Principal Paying Agent, the Agent Bank and any other paying agent appointed under the Agency Agreement and any receiver or other appointee of the Trustee.

Permanent Class A Global Note means the permanent global note representing the Class A Notes to be issued pursuant to Clause 4 of the Trust Deed substantially in the form set out in Part B of Schedule 1 to the Trust Deed.

Permanent Class B Global Note means the permanent global note representing the Class B Notes to be issued pursuant to Clause 4 of the Trust Deed substantially in the form set out in Part B of Schedule 1 to the Trust Deed.

Portfolio means the Initial Portfolio as updated from time to time to reflect the addition of Replacement Loans and the removal of any Retired Loans or any Loans repurchased by the Seller from the Issuer pursuant to the Loan Sale Agreement.

Post-Enforcement Priority of Payments means the order of priority of payments set out in Clause 6.2 of the Deed of Charge.

Principal Amortisation Amount means the lower of:

- (a) the Available Funds relating to such Interest Payment Date, minus:
 - (i) for so long as any Class A Notes are outstanding, all amounts falling due and payable under items (i) to (vi) (inclusive) of the Priority of Payments on such Interest Payment Date; or
 - (ii) to the extent that the Class A Notes have been redeemed in full or would (if (i) above were to be applied) be redeemed in full on such Interest Payment Date, all amounts falling due and payable under items (i) to (viii) (inclusive) of the Priority of Payments on such Interest Payment Date;

and

- (b) the greater of (i) zero and (ii) the Expected Amortisation Amount,

provided that if this calculation gives a negative number, the Principal Amortisation Amount shall be zero.

Principal Amount Outstanding means in respect of any Note at any time the principal amount thereof as at the Closing Date as reduced by any payment of principal to the holder of the Note up to (and including) that time.

Principal Loss means, in respect of a Loan, the amount deemed irrecoverable, by the Servicer, in accordance with its Operating Procedures Manual in effect from time to time.

Principal Outstanding Amount of the Loans means, in relation to each Calculation Date, (i) the aggregate of the Contractual Balances of the Loans less (ii) the aggregate Principal Losses, in each case as at the immediately preceding Determination Date and (iii) less, in relation to the Interest Payment Date falling in March 2012 only, any Seller Reconciliation Amount.

Priority of Payments means the priority of payments set out in Schedule 2 to the Cash Management Agreement.

Receipts means in respect of a Collection Period, the aggregate of:

- (a) Income Receipts;
- (b) amounts of principal received in respect of the Loans (and similar charges allocated to principal collected and to be collected thereunder);
- (c) recoveries of principal from defaulting Borrowers under the Loans being enforced (including the proceeds from the sale of any vehicles) or the Loans which have been enforced (other than recoveries received during such Collection Period in respect of Buy-back Loans purchased by the Seller pursuant to the Loan Sale Agreement);
- (d) the proceeds of the repurchase of any Buy-back Loan by the Seller from the Issuer pursuant to the Loan Sale Agreement other than any proceeds of a repurchase that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Loans from the Seller and of any other sale of any Loan;
- (e) any indemnity amounts paid by the Seller in respect of any Loan pursuant to the Loan Sale Agreement, other than any proceeds of an indemnity payment that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Loans from the Seller; and
- (f) all late payment penalties and similar charges;
- (g) all other amounts properly payable to the Issuer (if any); and
- (h) any Seller Reconciliation Amount,

without double-counting.

Replacement Loan means a similar loan and its security sold by the Seller to the Issuer, after the Closing Date in replacement of a Buy-back Loan repurchased by the Seller pursuant to the Loan Sale Agreement.

Repurchase Date means the date on which a Buy-back Loan is repurchased in accordance with the terms of the Loan Sale Agreement.

Retired Loan means each such Loan that the Seller is obliged to repurchase in the event of there being a breach in any material respect of any of the Warranties given by the Seller in respect of such Loan or its Ancillary Rights in accordance with terms of the Loan Sale Agreement.

Secured Parties means the Noteholders, the Other Secured Creditors, and any other party so designated by the Issuer and the Trustee.

Seller means NBG in its capacity as Seller of the Loans.

Seller Call Option means the option granted by the Issuer to the Seller to purchase, and have assigned to it, the Portfolio in full on the next Interest Payment Date as set out in the Loan Sale Agreement.

Servicer means NBG in its capacity as servicer under the Servicing Agreement.

Servicer Report means a report to be prepared by the Servicer in accordance with the Servicing

Agreement.

Servicer Report Date means the 15th day of March and September in each year, or if such a day is not an Athens Business Day or London Business Day, then on the immediately succeeding Athens Business Day or London Business Day.

Servicing Agreement means the servicing agreement entered into between the Issuer, the Trustee, and the Servicer on or about the Closing Date.

TARGET Business Day means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System settles payments in euro.

Temporary Class A Global Note means the temporary global note representing the Class A Notes to be issued pursuant to Clause 4 of the Trust Deed in substantially the form set out in Part A of Schedule 1 to the Trust Deed.

Temporary Class B Global Note means the temporary global note representing the Class B Notes to be issued pursuant to Clause 4 of the Trust Deed in substantially the form set out in Part A of Schedule 1 to the Trust Deed.

Transaction Documents means:

- (a) the Trust Deed (including these Conditions);
- (b) the Deed of Charge;
- (c) the Agency Agreement;
- (d) the Note Purchase Deed;
- (e) the Loan Sale Agreement;
- (f) the Assignment Agreement;
- (g) the Servicing Agreement;
- (h) the Collection Account Agreement;
- (i) the Issuer/Holdco Corporate Services Agreement;
- (j) the Bank Account Agreement;
- (k) the Cash Management Agreement;
- (l) the Notes;
- (m) the Issuer - ICSDs Agreement; and
- (n) any other document designated as such by the Issuer and the Trustee.

1 Form, Denomination and Title

- (a) Each class of the Notes is initially represented by a temporary global note which will be issued in new global note form (each, a **Temporary Global Note**) in bearer form in the aggregate principal amount on issue of €400,000,000 for the Class A Notes and €96,500,000 for the Class B Notes. Each Temporary Global Note has been deposited on behalf of the subscribers of the relevant class of Notes with a common safekeeper (the **Common Safekeeper**) for Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) and Euroclear Bank S.A/N.V. (**Euroclear** and together with Clearstream, Luxembourg, the **Clearing Systems**) on the Closing

Date. Upon deposit of the Temporary Global Notes, the Clearing Systems credited each subscriber of Notes with the principal amount of Notes of the relevant class equal to the aggregate principal amount thereof for which it had subscribed and paid. Interests in each Temporary Global Note are exchangeable on and after the date which is 40 days after the Closing Date, upon certification of non-U.S. beneficial ownership by the relevant Noteholder, for interests recorded in the records of the Clearing Systems in a permanent global note which will be issued in new global note form (each, a **Permanent Global Note**) representing the same class of Notes (the expressions **Global Notes** and Global Note meaning, respectively, (i) all the Temporary Global Notes and the Permanent Global Notes or the Temporary Global Note and the Permanent Global Note of a particular class, or (ii) any of the Temporary Global Notes or Permanent Global Notes, as the context may require). The Permanent Global Notes have also been deposited with the Common Safekeeper for the Clearing Systems. Title to the Global Notes will pass by delivery.

The Notes will be issued in NGN form and will be delivered upon issue to one of the ICSDs as Common Safekeeper. This does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Interests in a Global Note will be transferable in accordance with the rules and procedures for the time being of the relevant Clearing System.

For so long as the Notes are represented by a Global Note, the Notes will be tradeable only in the minimum authorised denomination of €100,000.

- (b) If, while any of the Notes are represented by a Permanent Global Note, (i) either of the Clearing Systems is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Trustee is then in existence or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Interest Payment Date (as defined below) be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form, then the Issuer will issue Notes of the relevant class in definitive form (**Definitive Notes**) in exchange for such Permanent Global Note (free of charge to the persons entitled to them) within 30 days of the occurrence of the relevant event. These Conditions and the Transaction Documents will be amended in such manner as the Trustee requires to take account of the issue of Definitive Notes.
- (c) Definitive Notes, if issued, will only be printed and issued in the denomination of €100,000. Such Notes will be serially numbered and will be issued in bearer form, with interest coupons, principal coupons and, if necessary, talons attached.
- (d) **Noteholders** means each person (other than the Clearing Systems themselves) who is for the time being shown in the records of the Clearing Systems as the holder of a particular Principal Amount Outstanding of the Notes of any class (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of the Notes standing to the account of any person shall be conclusive and binding for all purposes) and such person shall be treated by the Issuer, the Trustee and all other persons as the holder of such Principal Amount Outstanding of such Notes for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, the Trustee and all other persons, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and for which purpose Noteholders means the bearer of the relevant Global Note; and related expressions shall be construed accordingly.
- (e) (i) **Class A Noteholders** means Noteholders in respect of the Class A Notes; and

- (ii) **Class B Noteholders** means Noteholders in respect of the Class B Notes.

2 Status and relationship between the Notes and Security

(a) Status and relationship between the Notes

- (i) The Class A Notes constitute direct, secured and unconditional obligations of the Issuer and are secured by a pledge operating by law (pursuant to the Securitisation Law) and assignments, pledges and other fixed and floating security interests over all of the assets of the Issuer (as more particularly described in the Deed of Charge) (the **Charged Property**) (such pledge, assignments and fixed and floating security together, the **Security**). The Class A Notes rank *pari passu* without preference or priority amongst themselves.
- (ii) The Class B Notes constitute direct, secured and, subject as provided in Condition 4(i) (*Deferral of Payment*), unconditional obligations of the Issuer and are secured by the Security. The Class B Notes rank *pari passu* without preference or priority amongst themselves but junior to the Class A Notes as provided in these Conditions and the Transaction Documents.
- (iii) The Trust Deed contains provisions requiring the Trustee to have regard to the interests of the Class A Noteholders and the Class B Noteholders equally as regards all rights, powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case to have regard only to the interests of the Class A Noteholders if, in the Trustee's opinion, there is a conflict between the interests of:
 - (A) the Class A Noteholders; and
 - (B) the Class B Noteholders.
- (iv) The Trust Deed contains provisions (A) such that the Class B Noteholders cannot request or direct the Trustee to take any action and (B) limiting the ability of the Class B Noteholders to pass an effective Extraordinary Resolution (as defined in the Trust Deed) according to the effect thereof on the interests of the Class A Noteholders.
- (v) Except in certain circumstances set out in the Trust Deed, there is no such limitation on the powers of the Class A Noteholders, the exercise of which will be binding on the Class B Noteholders.

(b) Security

- (i) The security constituted by the Deed of Charge and as provided in the Securitisation Law is granted to the Trustee, on trust for the Noteholders and the Other Secured Creditors of the Issuer, upon and subject to the terms and conditions of the Deed of Charge.
- (ii) The Noteholders will share in the benefit of the security constituted by the Deed of Charge and as provided in the Securitisation Law, upon and subject to the terms and conditions of the Deed of Charge.
- (iii) The Cash Management Agreement contains provisions regulating the priority of application of the Charged Property (and proceeds thereof) by the Cash Manager among the persons entitled thereto prior to the Security becoming enforceable and the Deed of Charge contains provisions regulating such application by or on behalf of the Trustee after the Security has become enforceable. The Security will become enforceable on the giving of an Acceleration Notice pursuant to Condition 10 or upon any failure by the Issuer to pay the full amount due and payable on a redemption of the Notes pursuant to or under Condition 6(c), (d), (e) or (f).

(c) Limited Recourse of Notes

Only the Security shall be available to satisfy the obligations of the Issuer under the Notes and the Transaction Documents. Accordingly, recourse against the Issuer in respect of such obligations shall be limited to the Security and the claims of the Secured Parties against the Issuer under the Transaction Documents may only be satisfied to the extent of the Security. Once the Security has been realised:

- (i) neither the Trustee nor any other Secured Party shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
- (ii) all claims in respect of any sums due but unpaid shall be extinguished; and
- (iii) neither the Trustee nor any other Secured Party shall be entitled to petition or take any other step for the winding up of, or the appointment of a receiver to, the Issuer.

3 Covenants

(a) Restrictions

Save with the prior written consent of the Trustee or as provided in these Conditions or as permitted by the other Transaction Documents, the Issuer shall not so long as any of the Notes remains outstanding:

(i) Negative Pledge

create or permit to subsist any mortgage, sub-mortgage, charge, sub-charge, assignment, pledge, lien, hypothecation or other security interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future (including any uncalled capital), or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any security interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of, or deal with (in each case whether by one transaction or a series of transactions), or grant any option or right to acquire any such property, assets or undertakings, present or future or any interest, estate, right, title or benefit therein;

(ii) Restrictions on Activities

- (A) engage in any activity whatsoever which is not, or is not reasonably incidental to, any of the activities in which the Transaction Documents provide or envisage the Issuer will engage;
- (B) open or have an interest in any account whatsoever with any bank or other financial institution, save where such account or the Issuer's interest therein is immediately charged in favour of, and to the satisfaction of, the Trustee so as to form part of the Security;
- (C) have any subsidiaries or any subsidiary undertaking (as defined in the Companies Act 2006);
- (D) own or lease any premises or have any employees;
- (E) amend, supplement or otherwise modify its memorandum and articles of association; or
- (F) issue any further shares;

(iii) Borrowings

incur or permit to subsist any indebtedness in respect of borrowed money whatsoever, except in respect of the Notes, or give any guarantee or indemnity in respect of any

indebtedness or of any other obligation of any person;

(iv) Dividends or Distributions

pay any dividend or make any other distribution to its shareholders, or issue any further shares, other than in accordance with the Deed of Charge;

(v) Merger

except as required or permitted pursuant to Conditions 6(c) (*Optional Redemption in Full for Taxation*) and 11 (c), consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person unless:

- (A) the person (if other than the Issuer) which is formed pursuant to or survives such consolidation or merger or which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a person incorporated and existing under the laws of England and Wales, the objects of which include the funding, purchase and administration of auto loans, and who shall expressly assume, by an instrument supplemental to each of the Transaction Documents, in form and substance satisfactory to the Trustee, the obligation to make due and punctual payment of all moneys owing by the Issuer, including principal and interest on the Notes, and the performance and observance of every covenant in each of the Transaction Documents to be performed or observed on the part of the Issuer;
- (B) immediately after giving effect to such transaction, no Event of Default (as defined in Condition 10) shall have occurred and be continuing;
- (C) immediately after giving effect to such transaction, the Security shall be subsisting valid and effective in full in accordance with the Deed of Charge and Securitisation Law;
- (D) such consolidation, merger, conveyance or transfer has been approved by an Extraordinary Resolution of each Class of the Noteholders;
- (E) all persons required by the Trustee shall have executed and delivered such documentation as the Trustee may require;
- (F) the Issuer shall have delivered to the Trustee a legal opinion of English lawyers and as the case may be, Greek lawyers, acceptable to the Trustee in a form acceptable to the Trustee to the effect that such consolidation, merger, conveyance or transfer and such supplemental instruments and other documents comply with paragraphs (A), (C) and (E) above and are binding on the Issuer or such other persons; and
- (G) the Issuer shall have delivered to the Trustee a legal opinion of Greek lawyers in a form acceptable to the Trustee to the effect that the transactions contemplated by the Transaction Documents and the Security continue to comply with applicable provisions of Greek law (including the Securitisation Law).

(vi) No Modification or Waivers

cause or permit the validity or effectiveness of any of the Transaction Documents, or the priority of the security interests created thereby, to be amended, terminated, postponed or discharged, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the Trust Deed, the Deed of Charge or any of the other Transaction Documents;

(vii) Disposal of assets

transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein; and

(viii) Corporation tax

do anything, or permit anything to be done, which may prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Regulations.

(b) *Servicer*

So long as any of the Notes remain outstanding, the Issuer will procure that there will at all times be a servicer for the administration of the Portfolio and the performance of the other administrative duties set out in the Servicing Agreement. Any appointment by the Issuer of a servicer other than NBG is subject to the written approval of the Trustee and the terms of the Servicing Agreement. The Issuer will not be permitted to terminate NBG's appointment as Servicer without, *inter alia*, the written consent of the Trustee. The appointment of the Servicer may be terminated by the Issuer (with the prior written approval of the Trustee) or the Trustee if, *inter alia* (and subject to any grace periods applicable thereto), the Servicer defaults in any material respect (as determined in the sole discretion of the Trustee) in the observance and performance of any obligation imposed on it under the Servicing Agreement which default is not remedied within a specified period after written notice of such default has been served on it by the Issuer or the Trustee.

4 Interest

(a) *Interest Accrual*

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Condition 5(d) (*Payment only on a Presentation Date*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment, in which event interest shall continue to accrue as provided in the Trust Deed.

(b) *Interest Payment Dates and Interest Periods*

Interest on the Notes is, subject as provided below in relation to the first payment, payable semi-annually in arrears on the on the 20th day of March and September in each year (each, an **Interest Payment Date**). If any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would then fall into the next calendar month, in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day. The first such payment is due on the Interest Payment Date falling in March 2012 in respect of the period from (and including) the Closing Date to (but excluding) that Interest Payment Date. Each period from (and including) an Interest Payment Date (or the Closing Date, in the case of the first Interest Period) to (but excluding) the next (or, in the case of the first Interest Period, the first) Interest Payment Date is in these Conditions called an **Interest Period**.

(c) *Rates of Interest*

The rate of interest payable from time to time in respect of each class of the Notes (each a **Rate of Interest** and together the **Rates of Interest**) will be determined on the basis of the following provisions:

- (i) the Rate of Interest payable shall be a floating rate of interest calculated in accordance with paragraphs (ii), (iii) and (iv) below;

- (ii) on the initial Interest Determination Date (as defined below), the Agent Bank will calculate the Initial Relevant Screen Rate (as defined below) in respect of each class of Notes as at or about 11.00 a.m. (Brussels time) on that date. If the Initial Relevant Screen Rate is unavailable, the Agent Bank will request the principal Eurozone office of each of the Reference Banks (as defined below) to provide the Agent Bank with its offered quotation to prime banks for five month and six month Euro deposits of €10,000,000 in the Eurozone interbank market as at or about 11.00 a.m. (Brussels time) on such Interest Determination Date. The Rate of Interest for the first Interest Period shall be the aggregate of (A) the Relevant Margin (as defined below) and (B) the Initial Relevant Screen Rate in respect of the Notes or, if the Initial Relevant Screen Rate is unavailable, the linear interpolation of the arithmetic mean of such offered quotations for five month and six month Euro deposits (rounded upwards, if necessary, to five decimal places);
- (iii) on each subsequent Interest Determination Date, the Agent Bank will determine the Relevant Screen Rate in respect of each class of Notes as at or about 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If the Relevant Screen Rate is unavailable, the Agent Bank will request the principal Eurozone office of each of the Reference Banks to provide the Agent Bank with its offered quotation to prime banks for six-month Euro deposits of €10,000,000 in the Eurozone interbank market as at or about 11.00 a.m. (Brussels time) on the relevant Interest Determination Date. The Rates of Interest for the relevant Interest Period shall be the aggregate of (A) the Relevant Margin and (B) the Relevant Screen Rate or, if the Relevant Screen Rate is unavailable, the arithmetic mean of such offered quotations for six-month Euro deposits (rounded upwards, if necessary, to five decimal places); and
- (iv) if, on any Interest Determination Date, the Relevant Screen Rate is unavailable and only two or three of the Reference Banks provide offered quotations, the Rate of Interest for the relevant Interest Period shall be determined in accordance with the provisions of subparagraph (ii) or, as the case may be, subparagraph (iii) above on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Interest Determination Date, only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the Agent Bank shall forthwith consult with the Trustee and the Issuer for the purposes of agreeing two banks (or, where one only of the Reference Banks provided such a quotation, one additional bank) to provide such a quotation or quotations to the Agent Bank (which bank or banks are in the opinion of the Trustee suitable for such purpose) and the Rates of Interest for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotation of such bank as so agreed and the relevant Reference Bank). If no such bank or banks is or are so agreed or such bank or banks as so agreed does or do not provide such a quotation or quotations, then the Rate of Interest for the relevant Interest Period shall be the Rates of Interest in effect for the last preceding Interest Period to which subparagraph (ii) or (iii), as the case may be, shall have applied;

There will be no minimum or maximum Rate of Interest.

- (v) In this Condition 4, the expression:
 - (A) **Business Day** means a day which is an Athens Business Day, a London Business Day and a TARGET Business Day. An **Athens Business Day** means a day (other than a Saturday or a Sunday) on which banks are generally open for business in the city of Athens; **London Business Day** means a day (other than a Saturday or a Sunday) on which banks are generally open for business in London; and **TARGET Business Day** means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system is open;
 - (B) **Interest Determination Date** means two TARGET Business Days before the first day of the Interest Period for which the rate will apply;
 - (C) **Eurozone** means the region comprised of the member states of the European

Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended;

(D) **Initial Relevant Screen Rate** means:

- I. the linear interpolation of the arithmetic mean of the offered quotations to prime banks for five month Euro deposits and the arithmetic mean of the offered quotations to prime banks for six month Euro deposits (in each case rounded upwards, if necessary, to five decimal places), in the Eurozone interbank market displayed on Reuters Page EURIBOR01 (or such replacement page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying applicable rates) or, if that service ceases to display the information, such other screen service as may be determined by the Issuer with the approval of the Trustee; and
- II. **Relevant Margin** means in respect of each class of the Notes the following per cent per annum:

Class of Notes	Margin
Class A Notes	2.0 per cent.
Class B Notes	3.5 per cent.

(E) **Relevant Screen Rate** means:

- I. in respect of the first Interest Period, the Initial Relevant Screen Rate, if any; and
- II. in respect of subsequent Interest Periods of the Notes, the arithmetic mean of offered quotations to prime banks for six-month Euro deposits (rounded upwards, if necessary, to five decimal places), in the Eurozone interbank market displayed on Reuters Page EURIBOR01 (or such replacement page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying applicable rates) or, if that service ceases to display the information, such other screen service as may be determined by the Issuer with the approval of the Trustee; and

(F) **Reference Banks** means the principal Eurozone office of each of five major banks engaged in the Eurozone interbank market, in each case selected by the Agent Bank with the approval of the Issuer, provided that, once a Reference Bank has been selected by the Agent Bank, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such.

(d) *Determination of Rate of Interest and Interest Amounts*

The Agent Bank shall, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date but in no event later than the third Business Day thereafter, determine the respective Euro amounts (the **Interest Amounts**) payable in respect of interest on the Principal Amount Outstanding of each class of the Notes for the relevant Interest Period. The Interest Amounts shall be determined by applying the relevant Rate of Interest to such Principal Amount Outstanding, multiplying the sum by the actual number of days in the Interest Period concerned divided by 360 and rounding the resulting figure to the nearest cent (a half cent, being rounded upwards).

(e) *Publication of Rate of Interest and Interest Amounts*

The Agent Bank shall cause the Rate of Interest and the Interest Amounts for each Interest Period and the relative Interest Payment Date to be notified to the Issuer, the Trustee each of the Clearing Systems and to any stock exchange or other relevant authority on which the Notes are at the relevant time admitted to trading and/or listed and to be published as soon as possible after their determination and in no event later than the second Business Day thereafter. The Interest Amounts and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

(f) *Determination by the Issuer's calculation agent*

The Issuer shall, if the Agent Bank defaults at any time in its obligation to determine the Rates of Interest and Interest Amounts in accordance with the above provisions, appoint an independent calculation agent (who shall be approved by the Trustee) to determine the Rates of Interest and Interest Amounts, the former at such rates as, in its absolute discretion (having such regard as it shall think fit to the procedure described above it shall deem fair and reasonable in all the circumstances and the latter in the manner provided in Condition 4(d) (*Determination of Rate of Interest and Interest Amounts*)) and the determinations shall be deemed to be determinations by the Agent Bank.

(g) *Notifications, etc. to be Final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(g), whether by the Reference Banks (or any of them) or the Agent Bank, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Agent Bank, the Paying Agents and all Noteholders and (in the absence of wilful default and bad faith) no liability to the Issuer or the Noteholders shall attach to the Reference Banks (or any of them), or the Agent Bank in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 4(g).

(h) *Agent Bank*

The Issuer shall procure that, so long as any of the Notes remain outstanding, there is at all times an Agent Bank for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Trustee, terminate the appointment of the Agent Bank. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Rates of Interest and the Interest Amounts for any Interest Period, the Issuer shall, subject to the prior written approval of the Trustee, appoint the London office of another major bank engaged in the London interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed.

(i) *Deferral of Payment*

Interest on the Notes is payable subject to, and in accordance with the order of priorities set out in, the Priority of Payments. If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any Class B Deferred Interest (as defined below) and accrued interest thereon) which would be due and payable in respect of the Class B Notes but for the provisions of this Condition 4(i) after having paid or provided for items of higher priority and any amounts payable *pari passu* therewith, then the Issuer shall be entitled (unless there are no Class A Notes then outstanding) to defer to the next Interest Payment Date the payment of interest (including as aforesaid) in respect of the Class B Notes to the extent only of any insufficiency of funds (after having paid or provided for all amounts specified as having a higher priority than interest payable in respect of the Class B Notes and taking into account any amounts payable *pari passu* therewith).

On any Interest Payment Date, any amount of interest (including any Class B Deferred Interest (as defined below) arising on the immediately preceding Interest Payment Date and accrued interest thereon) on the Class B Notes which is not due and payable on such Interest Payment Date as a result of the provisions of this Condition 4(i) is the **Class B Deferred Interest** arising

on such Interest Payment Date. Interest will accrue on the amount of any such Class B Deferred Interest at the Rate of Interest from time to time applicable to the Class B Notes and on the same basis as interest on the Class B Notes then applicable. Any Class B Deferred Interest and accrued interest thereon is due and payable on the next Interest Payment Date unless and to the extent that this Condition 4(i) applies. As soon as practicable after becoming aware that any part of a payment of interest on the Class B Notes will be deferred or that a payment previously deferred will be made in accordance with this Condition 4(i), the Issuer will give notice thereof to the Class B Noteholders in accordance with Condition 14 (*Notice to Noteholders*). Any deferral of interest in accordance with this Condition 4(i) will not constitute an Event of Default. The provisions of this Condition 4(i) shall cease to apply on the Final Maturity Date, and, if earlier, the date on which the Notes are redeemed pursuant to these Conditions, at which time all Class B Deferred Interest and accrued interest thereon shall become due and payable.

5 Payments

(a) *Payments in respect of Notes*

Payments in respect of principal and interest in respect of any Global Note will be made only against presentation of such Global Note to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders in accordance with Condition 14 (*Notice to Noteholders*) for such purpose, subject, in the case of any Temporary Global Note, to certification of non-US beneficial ownership as provided in such Temporary Global Note. Each payment of principal or interest made in respect of a Global Note will be recorded by the Clearing Systems in their records (which records are the records each relevant Clearing System holds for its customers which reflect such customers' interest in the Notes) and such records shall be prima facie evidence that the payment in question has been made. No person appearing from time to time in the records of either of the Clearing Systems as the holder of a Note shall have any claim directly against the Issuer in respect of payments due on such Note whilst such Note is represented by a Global Note and the Issuer shall be discharged by payment of the relevant amount to the bearer of the relevant Global Note. The Issuer shall procure that each payment shall be entered *pro rata* in the records of the relevant Clearing Systems but any failure to make such entries shall not affect the discharge referred to above.

(b) *Method of Payment*

Payments of principal and interest shall be made by euro cheque or upon application by the relevant Noteholder to the specified office of any Principal Paying Agent not later than the fifteenth day before the due date for any such payment, by transfer to a euro account maintained by the payee with a bank in the European Union, as the case may be, and (in the case of final redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Global Notes or Definitive Notes (as the case may be) at the specified office of any Paying Agent.

(c) *Payments subject to Applicable Laws*

Payments in respect of principal and interest on the Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment.

(d) *Payment only on a Presentation Date*

A holder shall be entitled to present a Global Note for payment only on a Presentation Date and shall not, except as provided in Condition 4 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

Presentation Date means a day which (subject to Condition 7 (*Prescription*)):

- (i) is or falls after the relevant due date;
- (ii) is a Business Day in the place of the specified office of the Paying Agent at which the

Global Note is presented for payment; and

- (iii) in the case of payment by credit or transfer to a euro account as referred to above, is a TARGET Business Day.

(e) *Change of Paying Agents*

The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that:

- (i) there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London;
- (ii) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of the Irish Stock Exchange and competent authority; and
- (iii) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination or appointment and of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 14 (*Notice to Noteholders*).

(f) *Partial Payment*

If a Paying Agent makes a partial payment in respect of any Note, the Paying Agent will annotate the relevant Notes indicating the amount and date of such payment.

(g) *Payment of Interest*

If interest is not paid in respect of a Note of any class on the date when due and payable (other than because the due date is not a Business Day (as defined in Condition 5(d) (*Payment only on a Presentation Date*)) or by reason of non-compliance with Condition 5(a) (*Payments in respect of Notes*), then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such Note up to (and including) the date on which such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with Condition 14 (*Notice to Noteholders*).

6 Redemption

(a) *Mandatory Redemption of the Notes in Part*

On each Interest Payment Date on which there are available funds the Issuer will cause:

- (i) the Class A Notes to be redeemed on such Interest Payment Date in an amount equal to the Class A Note Redemption Amount determined on the Calculation Date falling immediately prior to such Interest Payment Date; and
- (ii) the Class B Notes to be redeemed on such Interest Payment Date in an amount equal to the Class B Note Redemption Amount determined on the Calculation Date falling immediately prior to such Interest Payment Date.

(b) *Calculation of Note Principal Payments and Principal Amount Outstanding*

On each Calculation Date the Cash Manager shall determine (x) the amount of the Note Redemption Amount applicable to each Class of Notes due on the Interest Payment Date next following such Calculation Date and (y) the Principal Amount Outstanding of each Note of each

Class on the first day of the next following Interest Period (after deducting any Note Redemption Amount in relation to Notes of the relevant Class due to be made on the Interest Payment Date next following such Calculation Date). Each determination by the Cash Manager of any Note Redemption Amount and the Principal Amount Outstanding of a Note (in each case in the absence of wilful default, bad faith or manifest error) shall be final and binding on all persons.

The Note Redemption Amount applicable to each Class of Notes shall be applied, on a *pro rata* basis, in partial redemption of each Note of the relevant Class.

The Issuer or the Cash Manager on its behalf will cause each determination of a Note Redemption Amount and Principal Amount Outstanding for each Class of Notes to be notified forthwith upon such determination to the Trustee, the Paying Agents, the Agent Bank and, for so long as any Class of Notes is listed on the Irish Stock Exchange, to the Irish Stock Exchange and will cause details of each determination of a Note Redemption Amount and Principal Amount Outstanding to be notified to Noteholders in accordance with Condition 14 (*Notice to Noteholders*) by not later than the second Business Day after the relevant Interest Payment Date next following the relevant Calculation Date.

If the Cash Manager at any time for any reason does not determine a Note Redemption Amount or the Principal Amount Outstanding applicable to the Notes for each Class of Notes in accordance with the preceding provisions of this Condition 6(b), such Note Redemption Amount and Principal Amount Outstanding, as the case may be, for each Class of Notes shall be determined on behalf of the Issuer by an independent calculation agent appointed by the Issuer (who shall be approved by the Trustee) to perform such calculation, in accordance with this Condition 6(b) and Condition 6(a) above (but based on such information as it has in its possession) and each such determination or calculation shall be deemed to have been made by the Cash Manager.

(c) *Optional Redemption in Full for Taxation*

If the Issuer at any time satisfies the Trustee that:

- (i) any amount in respect of tax is required to be deducted or withheld from amounts of interest or principal payable to the Issuer on the Loans, by reason of a change in law, or a change in the interpretation or administration thereof, which change becomes effective after the Closing Date and/or the Seller is required to pay an additional amount to the Issuer as a result of a change in law or a change in the interpretation or administration thereof in accordance with the terms of the Loan Sale Agreement;
- (ii) the Issuer becomes subject to taxation or incurs a taxation liability in Greece by reason of a change in law, or a change in the interpretation or administration thereof, where such change becomes effective after the Closing Date; or
- (iii) on the occasion of the next Interest Payment Date, the Issuer (or any Paying Agent on its behalf) would be required to make any withholding or deduction from any payment of principal or interest in respect of any of the Notes for or on account of any present or future tax, duty or charge of whatsoever nature incurred or levied by or on behalf of the United Kingdom, the Hellenic Republic or any authority thereof or therein,

then the Issuer shall inform the Trustee accordingly and shall, in the case of (iii) above, in order to avoid the event described therein, use its reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved in writing by the Trustee and on terms acceptable to the Trustee as principal debtor under the Notes in accordance with Condition 11(c), and if the Issuer is unable to arrange such a substitution which would have the result of avoiding the event described above, or in any case on the occurrence of an event described in (i) or (ii) above, then the Issuer may, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notice to Noteholders*), redeem all (but not some only) of the Notes at their respective Principal Amounts Outstanding together with accrued interest (which shall include, for the avoidance of doubt, Class B Deferred Interest (if any)) on the next Interest Payment Date but net of any withholding pursuant to

paragraph (iii) above, provided that, prior to giving any such notice, the Issuer shall have delivered to the Trustee a certificate signed by two directors of the Issuer stating that the event described above applies (or, in the case of paragraph (iii) above, will apply on the occasion of the next Interest Payment Date and cannot be avoided by the Issuer using reasonable endeavours to arrange a substitution as aforesaid) and that the Issuer will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement and/or the Deed of Charge to be *paid pari passu* with, or in priority to, the Notes and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above and it shall be conclusive and binding on the Noteholders.

(d) *Optional Redemption in Full for Other Reasons*

On any Interest Payment Date on or after:

- (i) the date on which the aggregate Principal Amount Outstanding of the Notes is 10 per cent. or less of their original aggregate Principal Amount Outstanding as at the date of issue of the Notes; or
- (ii) it has become unlawful (by reason of a change in law in the Hellenic Republic or the United Kingdom or the interpretation or administration thereof since the Closing Date) for the Issuer to perform its obligations under the Notes or under any of the Transaction Documents,

the Issuer may, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notice to Noteholders*), redeem all (but not some only) of the Notes at their respective Principal Amounts Outstanding together with accrued interest (which shall include, for the avoidance of doubt, Class B Deferred Interest (if any)) provided that, prior to giving any such notice, the Issuer shall have delivered to the Trustee a certificate signed by two directors of the Issuer stating that the Issuer will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement and/or the Deed of Charge to be *paid pari passu* with, or in priority to, the Notes and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of such condition precedent and it shall be conclusive and binding on the Noteholders.

After giving notice of redemption pursuant to this sub-paragraph, the Issuer shall not make any further payment of principal on the Notes and no further reduction shall be made to the Principal Amount Outstanding of any such Note other than by way of redemption pursuant to this paragraph (d).

(e) *Mandatory Redemption of the Notes in Full on Acquisition of the Portfolio by NBG*

On receipt from NBG of notice that it intends to exercise the Seller Call Option to acquire the Portfolio in whole pursuant to the Loan Sale Agreement, the Issuer will, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notice to Noteholders*), redeem all (but not some only) of the Notes on the next Interest Payment Date at their respective Principal Amounts Outstanding together with accrued interest (which shall include, for the avoidance of doubt, Class B Deferred Interest (if any)) provided that, prior to giving any such notice, the Issuer shall have delivered to the Trustee a certificate signed by two directors of the Issuer to the effect that, subject to receiving the consideration payable pursuant to exercise of the Seller Call Option, that the Issuer will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement and/or the Deed of Charge to be *paid pari passu* with, or in priority to, the Notes and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of such condition precedent and it shall be conclusive and binding on the Noteholders.

After giving notice of redemption pursuant to this sub-paragraph, the Issuer shall not make any further payment of principal on the Notes and no further reduction shall be made to the Principal

Amount Outstanding of any such Note other than by way of redemption pursuant to this paragraph (e).

(f) *Redemption on Maturity*

Save to the extent otherwise redeemed or cancelled in accordance with this Condition the Issuer shall redeem the Notes of each Class at their respective Principal Amounts Outstanding plus interest accrued and unpaid (including for the avoidance of doubt, Class B Deferred Interest, if any) on the Interest Payment Date which falls in September 2023 (the **Final Maturity Date**).

(g) *Purchase*

The Issuer shall not purchase Notes.

(h) *Cancellation*

All Notes redeemed in full will be cancelled forthwith and may not be reissued.

7 **Prescription**

Claims in respect of principal and interest on the Notes will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Condition 7, the Relevant Date, in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the moneys payable on that date has not been duly received by the Principal Paying Agent or the Trustee on or prior to such date) the date on which, the full amount of such moneys having been received, notice to that effect is duly given to the relevant Noteholders in accordance with Condition 14 (*Notice to Noteholders*).

8 **Taxation**

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature (and wherever imposed) (**Taxes**) unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or the relevant Paying Agent (as the case may be) shall (subject to its obligations and rights under Condition 6(c)) make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent will be obliged to make any additional payments to Noteholders in respect of any such withholding or deduction.

9 **Events of Default**

(a) The Trustee at its absolute discretion may, and if so requested in writing by the holders of not less than 25 per cent, in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding or if so directed by an Extraordinary Resolution (as defined below) of the holders of the Most Senior Class of Notes then outstanding shall, (subject in each case to its being secured and/or indemnified and/or prefunded to its satisfaction) give notice in writing (an **Acceleration Notice**) to the Issuer declaring the Notes immediately due and repayable at their respective Principal Amounts Outstanding, together with accrued interest as provided in the Trust Deed at any time after the happening of any of the following events (each, an Event of Default):

(i) default being made by the Issuer for a period of three Business Days in the payment of any principal of, or default is made for a period of five Business Days in the payment of any interest on any Class A Note when and as the same ought to be paid in accordance with these Conditions, provided that a deferral of interest in accordance with Condition 4(i) shall not constitute a default in the payment of such interest for the purposes of this

Condition 9(a)(i); or

- (ii) so long as there are no Class A Notes outstanding, default being made by the Issuer for a period of three Business Days in the payment of any principal of, or default is made for a period of five Business Days in the payment of any interest on any Class B Note when and as the same ought to be paid in accordance with these Conditions, provided that a deferral of interest in accordance with Condition 4(i) shall not constitute a default in the payment of such interest for the purposes of this Condition 9(a)(i); or
- (iii) breach by the Issuer of any representation or warranty made by it in these Conditions, the Trust Deed or any of the other Transaction Documents to which it is a party and in any such case, such breach continues for a period of 30 days following the service by the Trustee on the Issuer of notice in writing requiring the same to be remedied; or
- (iv) the Issuer failing duly to perform or observe any other obligation, condition or provision binding upon it under these Conditions, the Trust Deed or any of the other Transaction Documents to which it is a party and in any such case, such failure continues for a period of 30 days following the service by the Trustee on the Issuer of notice in writing requiring the same to be remedied; or
- (v) the Issuer, otherwise than for the purposes of such a pre-approved amalgamation or reconstruction as is referred to in sub-paragraph (vi) below, ceasing or, through an official action of the board of directors of the Issuer, threatening to cease to carry on business (or a substantial part thereof) or the Issuer being (or being deemed to be) unable to pay its debts as and when they fall due (provided that for the purposes of this Condition 9(iv) and in respect of the Final Maturity Date only, only interest and principal on the Most Senior Class of Notes and any amounts ranking senior in priority to interest on the Most Senior Class of Notes in the Priority of Payments shall be deemed to fall due on the Final Maturity Date); or
- (vi) an order being made or an effective resolution being passed for the winding-up of the Issuer, except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding; or
- (vii) proceedings being initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to the presentation of an administration petition), or an administration order being granted or an administrative receiver or other receiver (including documents being filed with the Court for the appointment of an administrator or notice of intention to appoint an administrator being served), liquidator or other similar official being appointed in relation to the Issuer or in relation to the whole or any part of the undertaking or assets of the Issuer or an encumbrance taking possession of the whole or any substantial part of the undertaking or assets of the Issuer, or a distress, execution, attachment, sequestration or other process being levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer, and such proceedings, distress, execution, attachment, sequestration or process (as the case may be) not being discharged or not otherwise ceasing to apply within 15 days, or the Issuer initiating or consenting to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its creditors generally,

provided that: in the case of each of the events described in sub-paragraphs (iii) and (iv) of this paragraph (a), the Trustee shall have certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes outstanding. For the avoidance of doubt, the Trustee shall not be required to provide the aforementioned certification until such time as it has been indemnified and/or secured and/or prefunded by Noteholders to its satisfaction.

- (b) Upon any declaration being made by the Trustee in accordance with paragraph (a) above that the Notes are due and repayable the Security shall become enforceable and each Note shall thereby immediately become due and repayable at its Principal Amount Outstanding together with accrued interest as provided in the Trust Deed subject to the Post-Enforcement Priority of Payments.
- (c) If the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Class A Notes (or, if there are no Class A Notes then outstanding, on the Class B Notes), the Trustee will not be entitled to dispose of any of the Charged Property unless either a sufficient amount would be realised to allow discharge in full of all amounts owing in respect of the Class A Notes, or (if there are no Class A Notes then outstanding) in respect of the Class B Notes, or, in any case, the Trustee is of the opinion, which shall be binding on the Secured Parties, reached after considering at any time the opinion of such professional or financial advisors as may be selected by the Trustee, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Class A Noteholders, or once all the Class A Noteholders have been repaid in full, the Class B Noteholders.

10 Enforcement

- (a) The Trustee may, at its discretion and without notice at any time and from time to time, take such steps, proceedings and/or other action it may think fit to enforce the provisions of the Transaction Documents and the Notes, provided that, subject to paragraph (c) below, enforcement of the Security shall be the only remedy available for the repayment of the Class A Notes and the Class B Notes and the payment of accrued interest (including any Class B Deferred Interest and accrued interest thereon) and, at any time after the Security has become enforceable, take such steps, proceedings and/or other action as it may think fit to enforce the Security, but it shall not be bound to take any such proceedings, action or steps unless (a) it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or so requested in writing by the holders of at least 25 per cent, in aggregate Principal Amount Outstanding for the time being of the Most Senior Class of Notes then outstanding and (b) it shall have been secured and/or indemnified and/or prefunded to its satisfaction.
- (b) Subject to paragraph (c) below, no Noteholder shall be entitled to proceed directly against the Issuer or any other party to the Transaction Documents or to enforce the Security unless the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing. The Trustee cannot, while any of the Notes are outstanding, be required to enforce the Security at the request of any of the Other Secured Creditors under the Deed of Charge or otherwise.
- (c) Notwithstanding any other Condition or any provision of any Transaction Document, all obligations of the Issuer to the Noteholders are limited in recourse to the property, assets and undertakings of the Issuer the subject of any security created pursuant to the Deed of Charge and the Securitisation Law. If:
 - (i) there is no Security remaining which is capable of being realised or otherwise converted into cash;
 - (ii) all amounts available from the Security have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and
 - (iii) there are insufficient amounts available from the Security to pay in full, in accordance with the provisions of the Deed of Charge, amounts outstanding under the Notes (including payments of principal, premium (if any) and interest),

then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of

principal, premium (if any) and/or interest in respect of the Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

11 Meetings of Noteholders, Modification, Waiver, Substitution and Trustee's Discretions

- (a) The Trust Deed contains provisions for convening meetings of Noteholders of any Class to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Conditions or the provisions of any of the Transaction Documents or any other documents the rights and benefits of the Issuer in respect of which are comprised in the Security.
- (A) An Extraordinary Resolution passed at any meeting of the Class A Noteholders shall be binding on all the Class B Noteholders irrespective of its effect upon them except an Extraordinary Resolution to sanction a Basic Terms Modification.
- (B) An Extraordinary Resolution passed at any meeting of Class B Noteholders (other than a sanctioning Extraordinary Resolution referred to in paragraph (A) above) shall not be effective unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders.

The quorum at any meeting of the Noteholders of any Class for passing an Extraordinary Resolution shall be one or more persons present holding or representing over 50 per cent, in aggregate Principal Amount Outstanding of the Notes of the relevant Class then outstanding or, at any adjourned meeting, one or more persons present being or representing the Noteholders of the relevant Class whatever the aggregate Principal Amount Outstanding of the Notes of the relevant Class so held or represented, except that, at any meeting the business of which includes the making or sanctioning of any Basic Terms Modification, the necessary quorum for passing the related Extraordinary Resolution will be one or more persons present holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 33 per cent., in aggregate Principal Amount Outstanding of the Notes of the relevant Class for the time being outstanding.

As used in these Conditions and the Trust Deed:

- (i) **Extraordinary Resolution** means (a) a resolution passed at a meeting of the Noteholders of any Class duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll or (b) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent, in aggregate Principal Amount Outstanding of the Notes of such Class which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders and shall be as valid, effective and binding as a resolution duly passed at such a meeting; and
- (ii) **Basic Terms Modification** means, in respect of a Class of Notes:
- (A) a change in the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of such Notes;
- (B) alteration of the currency in which payments under such Notes are to be made;
- (C) alteration of the quorum or majority required to pass an Extraordinary Resolution;
- (D) the sanctioning of any such scheme or proposal in respect of such Notes as is described in paragraph 18(i) of Schedule 3 to the Trust Deed;

- (E) alteration of this definition or the provisos to paragraphs 5 and/or 6 of Schedule 3 to the Trust Deed;
 - (F) alteration of the Priority of Payments or the Post-Enforcement Priority of Payments; and
 - (G) alteration of the Charged Property or amendment to any of the documents relating to the Charged Property or any other provision of the Security.
- (b) The Trustee may agree, without the consent of the Noteholders, (i) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, these Conditions, the Trust Deed or any of the other Transaction Documents, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders of any Class or (ii) to any modification of these Conditions or any of the Transaction Documents, which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error. The Trustee may also, without the consent of the Noteholders, determine that any Event of Default shall not, or shall not be subject to specified conditions, be treated as such which determination is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders of any Class. Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and, unless the Trustee agrees otherwise, any such modification shall be notified by, or on behalf of, the Issuer to the Noteholders and the Irish Stock Exchange in accordance with Condition 14 (Notice to Noteholders) as soon as practicable thereafter.
- (c) The Trustee may agree, without the consent of the Noteholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed and the Notes, subject to (i) the Notes being unconditionally and irrevocably guaranteed by the Issuer (unless all or substantially all of the assets of the Issuer are transferred to such body corporate), (ii) such body corporate being a single purpose vehicle and undertaking itself to be bound by provisions corresponding to those set out in these Conditions, and (iii) the Trustee being satisfied that the interests of the Noteholders of each Class will not be materially prejudiced thereby. In the case of a substitution pursuant to this paragraph (c), the Trustee may in its absolute discretion agree, without the consent of the Noteholders, to a change of the laws governing the Notes and/or any of the Transaction Documents provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders of any Class. No such substitution shall take effect unless it applies to all the Notes then outstanding.
- (d) Where, in connection with the exercise or performance by the Trustee of any right, power, trust, authority, duty or discretion under or in relation to these Conditions or any of the Transaction Documents (including, without limitation, in relation to any modification, waiver, authorisation, determination or substitution as referred to above), the Trustee is required to have regard to the interests of the Noteholders of any class, it shall have regard to the general interests of the Noteholders of such class as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim from the Issuer or the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders.

12 Indemnification and Exoneration of the Trustee

The Trust Deed and certain of the Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Trustee and providing for its indemnification in certain circumstances, including provisions relieving it from taking enforcement proceedings or enforcing the Security unless secured and/or indemnified and/or prefunded to its satisfaction. The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Charged Property, or any deeds or documents of title

thereto, being uninsured or inadequately insured or being held by or to the order of the Seller or any agent or related company of the Seller or by clearing organisations or their operators or by intermediaries such as banks, brokers, depositories, warehousemen or other persons whether or not on behalf of the Trustee.

The Trust Deed contains provisions pursuant to which the Trustee or any of its related companies is entitled, *inter alia*, (i) to enter into business transactions with the Issuer and/or any other person who is a party to the Transaction Documents or whose obligations are comprised in the Charged Property and/or any of their subsidiary or associated companies and to act as trustee for the holders of any other securities issued by or relating to the Issuer and/or any other person who is a party to the Transaction Documents or whose obligations are comprised in the Charged Property and/or any of their subsidiary or associated companies, (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of the Noteholders, and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trust Deed also relieves the Trustee of liability for not having made or not having caused to be made on its behalf the searches, investigations and enquiries which a prudent chargee would normally have been likely to make in entering into the Deed of Charge. The Trustee has no responsibility in relation to the legality, validity, sufficiency, adequacy and enforceability of the Security or the Transaction Documents. The Trustee will not be obliged to take any action which might result in its incurring personal liabilities unless secured and/or indemnified and/or prefunded to its satisfaction or to supervise the performance by the Servicer or any other person of their obligations under the Transaction Documents and the Trustee shall assume, until it has notice in writing to the contrary, that all such persons are properly performing their duties, notwithstanding that the Security (or any part thereof) may, as a consequence, be treated as floating rather than fixed security.

The Trust Deed and certain of the other Transaction Documents contain other provisions limiting the responsibility, duties and liability of the Trustee. The Trustee will not be obliged to enforce the provisions of the Trust Deed unless it is directed to do so by the Noteholders and unless it is indemnified and/or secured and/or prefunded to its satisfaction.

13 Replacement of the Notes

(a) Definitive Notes

If a Definitive Note, is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Principal Paying Agent. Replacement thereof will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer and the Principal Paying Agent may reasonably require. If mutilated or defaced, the Definitive Note, must be surrendered before a new one will be issued.

(b) Global Notes

If any Global Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Principal Paying Agent. Replacement of any mutilated, defaced, lost, stolen or destroyed Global Note will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Global Note must be surrendered before a new one will be issued.

14 Notice to Noteholders

Any notice to the Noteholders shall be validly given if published in one leading London daily newspaper (which is expected to be the *Financial Times*), or, if such newspaper shall cease to be published or timely publication therein shall not be practicable, in the opinion of the Trustee, in another appropriate newspaper or newspapers as the Trustee shall approve having a general circulation in London, previously approved in writing by the Trustee. Any such notice published

in a newspaper as aforesaid shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required. If publication is not practicable in any such newspaper as is mentioned above, notice will be valid if given in such other manner, and shall be deemed to have been given on such date, as the Trustee shall determine.

Whilst the Notes are represented by Global Notes, notices to Noteholders may be given by delivery of the relevant notice to Clearstream, Luxembourg and/or Euroclear for communication by them to Noteholders rather than by notification as required above provided that so long as the Notes are listed on the Irish Stock Exchange, the Irish Stock Exchange so agrees. Any notice delivered to Clearstream, Luxembourg and/or Euroclear as aforesaid shall be deemed to have been given on the date on which it was sent.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

15 Contracts (Rights of Third Parties) Act 1999

This Note does not confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Trust Deed or this Note, but this does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

16 Governing Law and Jurisdiction

The Notes, the Trust Deed, the other Transaction Documents and any non-contractual obligations arising out of, or in connection with such Agreements are governed by English law (other than the Assignment Agreement and the Collection Account Agreement which are governed by Greek law) and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

17 Specified Offices of Principal Paying Agent

The initial specified office of the Principal Paying Agent is at Citibank N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

SUBSCRIPTION AND SALE

National Bank of Greece S.A. (**NBG**) has been appointed as Arranger in respect of the Notes. National Bank of Greece S.A. (as the **Purchaser**) has agreed with the Issuer (subject to certain conditions) to subscribe and pay for the Notes at the issue price.

Except for the approval of this Offering Circular as a prospectus in accordance with the requirements of the Prospectus Directive and the implementing measures in Ireland, application for the Notes to be admitted to the Irish Stock Exchange's regulated market and to trading on its regulated market, no action is being taken to permit a public offering of the Notes, or the distribution of any document, in or from any jurisdiction where action would be required for such purposes. This Offering Circular does not constitute, and may not be used for the purposes of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised.

This document does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

The Purchaser will represent, warrant and agree with the Issuer that:

(i) United States of America:

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act and applicable state laws. The Purchaser has agreed that, except as permitted by the Note Purchase Deed, it will not offer, sell or deliver the Notes (i) as part of their distribution at any time, or (ii) otherwise until 40 days after the later of the commencement of the offering of the Notes and the Closing Date (for the purposes only of this section *Subscription and Sale*, the **Distribution Compliance Period**) within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each distributor, dealer or other person to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S of the Securities Act.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by a dealer, whether or not participating in the offering, may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Notes are in bearer form and are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

(ii) United Kingdom:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (**FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

- (iii) Greece: It has not publicly offered or sold and will not publicly offer or sell any Notes, in, or to persons in, the Hellenic Republic, or engage in advertisements, notices, statements or other actions in the Hellenic Republic, with a view to attracting resident investors in the Hellenic Republic to acquire Notes. All applicable provisions of law 3401/2005 must be complied with in respect of anything done with regard to the public offering of Notes in, from or otherwise involving the Hellenic Republic.
- (iv) General: other than with respect to the listing of the Notes on the Irish Stock Exchange, no action has been or will be taken in any country or jurisdiction by the Purchaser and Issuer that would permit a public offering of the Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Offering Circular comes are required by the Issuer to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver the Notes or have in their possession or distribute such offering material in all cases at their own expense.

TAXATION

The following, which applies only to persons who are the absolute beneficial owners of the Notes, is a summary of the Issuer's understanding of current law and practice in the Greece and the United Kingdom as at the date of this Offering Circular relating to certain aspects of Greek taxation and the United Kingdom taxation of the Notes. It is not a comprehensive analysis of all the tax consequences arising in respect of the Notes. Special rules may apply to certain classes of taxpayer (such as dealers). Prospective Noteholders who are in any doubt about their tax position or who may be subject to tax in a jurisdiction other than Greece and the United Kingdom should seek their own professional advice.

GREEK TAXATION

The following summary describes the principal Greek taxation consequences of the subscription, holding, redemption and disposal of the Notes by Greek tax residents or investors otherwise subject to Greek taxation (due to a permanent establishment in Greece), but does not purport to be a comprehensive description of all Greek taxation considerations thereof. As a general remark, Greek tax laws are very volatile and may be amended or interpreted differently from their current interpretation and application anytime and more than once during the life of the Notes. This summary is based on the tax legislation, published case law, ministerial decisions and other regulatory acts of the respective Greek authorities as in force at the date hereof and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect. This summary does not constitute a complete analysis and therefore, potential investors should consult their own tax advisers as to the tax consequences of such purchase, ownership and disposal by reference to the particular characteristics of each investor.

(A) Greek Individuals

According to articles 24 and 12 of the Greek Income Tax Code (ITC), coupon payments on debt securities issued by foreign entities, such as the Notes, shall be treated as income from transferable securities and be subject to a 10% special taxation, irrespective of whether the interest income is re-invested abroad or repatriated in Greece. The payment of the said 10% special tax shall exhaust the tax liability of Greek individuals with respect to such income. It is noted that Greek individuals are not entitled to deduct foreign withholding taxes for income which has been subject to such 10% special tax. Therefore, the 10% special tax shall apply only to the net coupons paid by the Issuer. According to article 12(3)(c) of the ITC, the 10% special tax imposed on interest income from foreign bonds received by Greek residents shall be withheld by the paying agent appointed in Greece within the meaning of the Directive 2003/48/EC.

(B) Greek Corporate Investors

Interest income received by Greek corporate investors is also subject to a 10% special tax to be calculated on the gross coupon payment. As a general rule, the 10% special tax shall be levied by the paying agent in Greece within the meaning of the Directive 2003/48/EC (or by the Investor itself if no such paying agent has been appointed) and be submitted to the Greek tax authorities within the first 15 days of the month following the month of the actual interest payment. Furthermore, according to Greek tax law, the gross interest payments qualify as "foreign bond interest income" and shall therefore be treated as part of the gross annual income of the Greek corporate investors. However, the 10% special tax paid can be offset against the final income tax liability of corporate investors. In the case of Greek credit institutions investing in the Notes, the above-mentioned deductibility shall depend on the holding period of the Notes. In the event that coupon payments on the Notes are subject to foreign withholding tax, such tax shall be deducted from the final income tax in the form of a foreign tax credit, provided that the actual tax withheld is definitely confirmed by a certified auditor or the competent tax authorities and, most importantly, only up to the amount of the tax payable for this type of income in Greece. Special rules might also apply with respect to certain categories of corporate investors such as insurance companies, investment funds, pension funds etc.

(C) Capital Gains Tax

Currently, realized capital gains in relation to foreign debt bonds are not subject to a special taxation

or exemption from tax. Therefore, according to circular 1092/27.07.2007 of the Greek Ministry of Finance, capital gains as a result of the transfer of the Notes shall be taxed pursuant to the general provisions of the ITC (i.e. at the income tax rate applicable to Greek individuals or corporate investors).

(D) Other taxes

The transfer of Notes by or to Greek Investors will not be subject to Greek transfer tax or stamp duty. Inheritance tax is payable in Greece in respect of the Notes on the basis of a progressive system which depends on the degree of relationship between the deceased and the beneficiary.

UNITED KINGDOM TAXATION

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current law and practice in the United Kingdom relating to certain aspects of United Kingdom taxation. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Interest on the Notes

1 *Payment of interest on the Notes*

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the **Act**). The Irish Stock Exchange is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on its regulated market. Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without deduction of or withholding on account of United Kingdom income tax.

Interest on the Notes may also be paid without deduction of or withholding on account of United Kingdom income tax where interest on the Notes is paid by a company and, at the time the payment is made, the company reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner of the interest is within the charge to United Kingdom corporation tax as regards the payment of interest, provided that HM Revenue and Customs (HMRC) has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Noteholders may wish to note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Noteholder. Information so obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the Noteholder is resident for tax purposes.

2 *EU Savings Directive*

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are

required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction, or collected by such a person, to an individual resident in that other Member State or to certain types of entities established in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

A number of non-EU countries and certain dependant or associated territories of certain Member States have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such person for, an individual resident of certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependant or associated territories in relation to payments made by a person in a Member State to, or collected by such person for, an individual resident or certain limited types of entity established in one of those countries.

The European Commission has proposed certain amendments to the EU Savings Tax Directive which may, if implemented, amend or broaden the scope of the requirements described above, so as to treat a wider range of collective investment undertakings wherever established (including partnerships) within the scope of the EU Savings Tax Directive. The timing of the implementation of these proposed amendments to the EU Savings Tax Directive is not yet known, but it is not currently intended that they take effect less than three years after the date on which the EU Savings Tax Directive is formally amended.

Investors who are in any doubt as to their position should consult their professional advisers.

GENERAL INFORMATION

- 1 The issue of the Notes has been authorised by a resolution of the board of directors of the Issuer passed on or about 22 September 2011.
- 2 Application has been made to list the Notes on the Irish Stock Exchange. It is expected that admission of the Notes to the Official List of the Irish Stock Exchange and admission to trading on its regulated market will be granted on or about 23 September 2011 subject only to the issue of the Global Notes. The estimated cost of the applications for admission to the Official List and admission to trading on the Irish Stock Exchange's regulated market is €5,200.
- 3 The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for the Class A Notes is XS0682833024 and the Common Code is 068283302. The ISIN for the Class B Notes is XS0682833297 and the Common Code is 068283329.
- 4 Transactions will normally be effected for settlement in euro and for delivery on the third working day after the date of the transaction.
- 5 The Issuer is not involved in any governmental, legal or arbitration proceedings which may have, or have had, since the date of its incorporation, a significant effect on its financial position or profitability nor is the Issuer aware that any such proceedings are pending or threatened.
- 6 Since the date of its incorporation, the Issuer has not entered into any material contracts other than the Note Purchase Deed being contracts entered into other than in its ordinary course of business.
- 7 Save as disclosed herein, since 9 September 2011 (being the date of incorporation of the Issuer), there has been (1) no material adverse change in the financial position or prospects of the Issuer, and (2) no significant change in the trading or financial position of the Issuer.
- 8 Save as disclosed in this document, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages, charges or given any guarantees.
- 9 The auditors of the Issuer are Deloitte LLP (Deloitte or the Auditor). Deloitte is a member of The Institute of Chartered Accountants in England and Wales. The Issuer will not publish interim accounts. The Issuer will produce non-consolidated audited financial statements in respect of each financial year but will not produce consolidated audited financial statements. The Issuer anticipates that it will publish its first financial statements no later than 30 June 2012 in respect of the financial year ending 31 December 2011. Copies of the most recently published annual accounts from time to time will, so long as the Notes are admitted to the Irish Stock Exchange's regulated market, be available at the specified office of the Principal Paying Agent within seven months of the related year end.
- 10 The Cash Manager will produce on behalf of the Issuer semi-annually reports on the performance of the Portfolio (the **Investor Reports**). These Investor Reports will be accessible to Noteholders and the Issuer via the following website: www.SF.citidirect.com and at www.NBG.gr (subject to the terms set out thereon and at the offices of the Principal Paying Agent).
- 11 The Trust Deed and the Deed of Charge will provide that the Trustee may rely on reports and act on any advice, or other information from professional advisors or other experts in accordance with the Trust Deed or, as the case may be, the Deed of Charge, whether or not such advice, report or other information, engagement letter or other document entered into by the Trustee and the relevant professional advisor or expert in connection therewith contains any limit on the liability of that relevant professional advisor or expert.
- 12 The address of the Arranger is as follows: National Bank of Greece S.A., 86 Eolou Street, Athens, Greece.

- 13 Final copies (when available) of the following documents may be inspected (in electronic format) during usual business hours on any weekday (excluding Saturdays and public holidays) at the specified offices of the Principal Paying Agent and the Issuer from the date of this document and so long as any of the Notes remain outstanding:
- (i) the memorandum and articles of association of the Issuer;
 - (ii) the most recent balance sheet of the Issuer and the accountants' report thereon;
 - (iii) the most recently published annual audited non-consolidated financial statements of the Issuer;
 - (iv) the Note Purchase Deed;
 - (v) the Loan Sale Agreement;
 - (vi) the Assignment Agreement;
 - (vii) the Collection Account Agreement;
 - (viii) the Servicing Agreement;
 - (ix) the Trust Deed;
 - (x) the Agency Agreement;
 - (xi) the Deed of Charge;
 - (xii) the Cash Management Agreement;
 - (xiii) the Bank Account Agreement;
 - (xiv) the Issuer/Holdco Corporate Services Agreement;
 - (xv) the Issuer - ICSDs Agreement; and
 - (xvi) the Master Definitions Schedule.

INDEX OF DEFINED TERMS

Acceleration Notice	110	Definitive Class A Notes	93
Act	120	Definitive Class B Notes	93
Agency Agreement	90	Definitive Notes	98
Agent Bank	90	Deposit Amount	38
Agents	7	Determination Date	20, 93
Ancillary Rights	8, 91	Distribution Compliance Period	117
Arrears	82	ECB	32
Article 122a	1, 48	EEA	49
Article 632 Suspension Petition	42	Eligibility Criteria	82, 93
Article 632-633 Annulment Petition	42	EMTN	58
Article 933 Annulment Petition	42	Enforcement Procedures	77
Article 938 Suspension Petition	42	Enterprise Act	48
Assignment Agreement	8, 91	Ethniki Leasing	55
Athens	103	EU Insolvency Regulation	46
Athens Business Day	91	EU Savings Directive	36
Auto Supplier	32	EURIBOR	93
Available Funds	20, 91	Euroclear	1
Banca Romaneasca	53	Eurozone	103
Bank Account Agreement	19, 91	Exchange Date	1
Basel Committee	35	Expected Amortisation Amount	23, 93
Basel II	35	Extraordinary Resolution	113
Basic Terms Modification	113	Final Maturity Date	15, 110
Borrower	83, 91	FSMA	117
Borrower's Reclaimable Amounts	37	Global Notes	93, 98
Business Day	91, 103	Greek Account Bank	8
Calculation Date	19, 91	Greek Banking Loans	55
Cash Management Agreement	91	Group	53
Cash Management Services	87	Guarantee	93
Cash Manager	8, 91	Guarantor	83, 93
Charged Property	99	HDFS	58
Class A Note Redemption Amount	22, 92	HDIGF	39
Class A Noteholders	91, 98	HMRC	120
Class A Notes	1, 90	Holdco	7, 93
Class B Deferred Interest	105	IBA Income	19, 93
Class B Note Redemption Amount	22, 92	ICSDs	88
Class B Noteholders	92, 99	IMF	32
Class B Notes	1, 90	IMF/Eurozone Stabilisation and Recovery Programme	32
Classes	90	Income Receipts	23, 93
Clearing Systems	97	Initial Loans	8
Clearstream, Luxembourg	1, 97	Initial Portfolio	8, 70, 93
Closing Date	92	Initial Purchase Price	8
Collection Account	18	Initial Relevant Screen Rate	104
Collection Account Agreement	8, 87, 92	Insolvency Act	48
Collection Account Income	19, 92	Insolvency Event	83
Collection Date	20, 92	Insolvency Official	83
Collection Period	20, 92	Interest Amounts	104
Collections	18, 92	Interest Determination Date	103
Common Safekeeper	1, 97	Interest Payment Date	14, 93, 102
Conditions	1	Interest Period	102
Consumer Credit Base Rate	77	Investor Report	88
Contractual Balance	10, 92	Investor Reports	122
CRD	1	Issue Date	12
Cut-Off Date	10, 83	Issue Proceeds	8, 50
CVA	47	Issuer	1, 90, 93
Deed of Charge	17, 90	Issuer - ICSDs Agreement	94
Defaulted Loan	83, 93	Issuer Account Bank	8, 94
Deferred Consideration	81		

Issuer Retained Profit	94	Principal Paying Agent	7
Issuer Retained Profit Ledger	22, 94	Priority of Payments	21, 96
Issuer Transaction Account	19, 94	Prospectus Directive	1
Issuer/Holdco Corporate Services Agreement	94	Provisional Portfolio	9, 70
Issuer/Holdco Corporate Services Provider	7, 94	Prudent Lender	83
Issuer-ICSDs Agreement	88	Purchaser	117
Levy	25, 41	Rate of Interest	102
Listing Agent	8	Receipts	19, 96
Loan Agreement	94	Reference Banks	104
Loan Documentation	77, 94	Regulations	41
Loan Income Receipts	24, 94	Relevant Margin	104
Loan Sale Agreement	8, 81, 94	Relevant Screen Rate	104
Loans	94	Replacement Loan	77, 96
London Business Day	103	Repurchase Date	96
Ministerial Decision	37	Repurchase Loans	11
Monthly Instalment Amount	83	Repurchased Loans	85
Most Senior Class of Notes	94	Retired Loan	96
NBG	7, 117	SABA	53
NBG Cyprus	53	SBL Unit	56
NGN	95	Secured Parties	96
Note Purchase Deed	95	Securitisation Law	17, 79, 90
Note Redemption Amount	95	Security	99
Noteholders	90, 98	Security Interest	84
Notes	1, 90	Seller	53, 96
Notification Form	85	Seller Call Option	10, 84, 96
Obligor	83	Seller Information	3
Offering Circular	1	Seller Reconciliation Amount	20, 81
Optional Redemption Date	15	Seller Repurchase Option	11, 85
Other Secured Creditors	14	Servicer	7, 96
Other Secured Creditors or Other Secured Parties	95	Servicer Report	11, 78, 96
Other Secured Parties	14	Servicer Report Date	78, 97
Outstanding Amount of the Loans	96	Servicer Termination Event	78
Paying Agents	7, 90	Services	76
Permanent Class A Global	95	Servicing Agreement	97
Permanent Class B Global Note	95	SMEs	56
Permanent Global Note	1, 98	Stopanska Banka	53
Permitted Variation	77	TARGET Business Day	97, 103
Portfolio	9, 95	Tax Event	16
Post-Enforcement Priority of Payments	24, 95	Taxes	110
Presentation Date	106	Temporary Class A Global Note	97
Principal Amortisation Amount	23, 95	Temporary Class B Global Note	97
Principal Amount Outstanding	15, 95	Temporary Global Note	1, 97
Principal Loss	23, 95	Transaction Documents	18, 97
Principal Outstanding Amount of the Loans	23	Transaction Parties	4
Principal Paying	90	Transfer Business Day	18
		Transferor	79
		Trust Deed	12, 90
		Trustee	7, 90
		UBB	53
		VAT	22

REGISTERED OFFICE OF THE ISSUER

35 Great St. Helen's
London EC3A 6AP
United Kingdom

TRUSTEE

Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

ARRANGER

National Bank of Greece S.A
86 Eolou Street
Athens
Greece

LEGAL ADVISERS

*To the Arranger,
as to Greek law*

Kyriakides Georgopoulos & Daniolos Issais
28 Soutsou Street
Athens 11521
Greece

*To the Arranger
and the Trustee as to English law*

Norton Rose LLP
3 More London Riverside
London SE1 2AQ
United Kingdom

**AGENT BANK, ISSUER ACCOUNT BANK,
CASH MANAGER AND PRINCIPAL PAYING
AGENT**

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

LISTING AGENT

A&L Listing Limited
25-28 North Wall Quay
I.F.S.C.
Dublin 1
Ireland

AUDITORS TO THE ISSUER

Deloitte
Hill House
1 Little New Street
London EC4A 3TR