

## ΣΧΕΔΙΟ ΝΟΜΟΥ

**Κύρωση της Πράξης Νομοθετικού Περιεχομένου  
«Έγκριση Σχεδίου Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης μεταξύ του  
Ευρωπαϊκού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Ε.Τ.Χ.Σ.), της Ελληνικής  
Δημοκρατίας, του Ελληνικού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Τ.Χ.Σ.)  
και της Τράπεζας της Ελλάδος και παροχή εξουσιοδοτήσεων για την υπογραφή  
της Κύριας Σύμβασης»**

### Άρθρο πρώτο

Κυρώνεται και έχει ισχύ νόμου από την δημοσίευσή της στην Εφημερίδα της Κυβερνήσεως η από 14 Μαρτίου 2012 Πράξη Νομοθετικού Περιεχομένου «Έγκριση Σχεδίου Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης μεταξύ του Ευρωπαϊκού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Ε.Τ.Χ.Σ.), της Ελληνικής Δημοκρατίας, του Ελληνικού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Τ.Χ.Σ.) και της Τράπεζας της Ελλάδος και παροχή εξουσιοδοτήσεων για την υπογραφή της Κύριας Σύμβασης», που δημοσιεύτηκε στο υπ' αριθ. 55 Φύλλο της Εφημερίδας της Κυβερνήσεως (τεύχος Α'), που έχει ως εξής:

#### « ΠΡΑΞΗ ΝΟΜΟΘΕΤΙΚΟΥ ΠΕΡΙΕΧΟΜΕΝΟΥ

«Έγκριση Σχεδίου Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης μεταξύ του Ευρωπαϊκού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Ε.Τ.Χ.Σ.), της Ελληνικής Δημοκρατίας, του Ελληνικού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Τ.Χ.Σ.) και της Τράπεζας της Ελλάδος και παροχή εξουσιοδοτήσεων για την υπογραφή της Κύριας Σύμβασης»

#### Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

#### Έχοντας υπόψη:

1. την παράγραφο 1 του άρθρου 44 του Συντάγματος,
2. την έκτακτη περίπτωση εξαιρετικά επείγουσας και απρόβλεπτης ανάγκης να εγκριθεί το Σχέδιο της Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης μεταξύ του Ευρωπαϊκού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Ε.Τ.Χ.Σ.), της Ελληνικής Δημοκρατίας, του Ελληνικού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Τ.Χ.Σ.) και της Τράπεζας της Ελλάδος για την παροχή χρηματοδοτικής ενίσχυσης στην Ελλάδα, έως το συνολικό ποσό των 109,1 δισεκατομμυρίων ευρώ προκειμένου ακολούθως να υπογραφεί η Σύμβαση στις 15 Μαρτίου 2012 και να εκταμιευθεί η πρώτη δόση στις 19 Μαρτίου 2012, και να παρασχεθούν εξουσιοδοτήσεις για την υπογραφή της Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης με τα παραρτήματά της.
3. τη σχετική πρόταση του Υπουργικού Συμβουλίου.

## **Αποφασίζουμε**

### **Άρθρο 1**

#### **Έγκριση Σχεδίου Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης**

Εγκρίνεται το Σχέδιο της Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης μεταξύ του Ευρωπαϊκού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Ε.Τ.Χ.Σ.), της Ελληνικής Δημοκρατίας, ως δικαιούχου κράτους μέλους, του Ελληνικού Ταμείου Χρηματοπιστωτικής Σταθερότητας (Τ.Χ.Σ.), ως εγγυητή, και της Τράπεζας της Ελλάδος, με τίτλο «Κύρια Σύμβαση Χρηματοδοτικής Διευκόλυνσης» (“Master Financial Assistance Facility Agreement”) για την παροχή χρηματοδοτικής ενίσχυσης, έως το συνολικό ποσό των εκατόν εννέα δισεκατομμυρίων και εκατό εκατομμυρίων (109.100.000.000) ευρώ, με σκοπό την οικονομική ενίσχυση στο δικαιούχο κράτος μέλος μέσω του Ε.Τ.Χ.Σ., όπως συμφωνήθηκε στο Συμβούλιο της 12<sup>ης</sup> Μαρτίου 2012 των Υπουργών Οικονομικών των κρατών μελών της ζώνης του ευρώ, μαζί με τα παραρτήματά της, όπως το Σχέδιο αυτό μαζί με τα παραρτήματα στην αγγλική γλώσσα, ως επίσημη γλώσσα των κειμένων αυτών, και σε μετάφρασή τους στην ελληνική γλώσσα, προσαρτώνται ως Παράρτημα στην παρούσα Πράξη.

### **Άρθρο 2**

#### **Παροχή εξουσιοδοτήσεων για την υπογραφή της Κύριας Σύμβασης Χρηματοδοτικής Διευκόλυνσης**

1. Παρέχεται στον Υπουργό Οικονομικών η εξουσιοδότηση να εκπροσωπήσει την Ελληνική Δημοκρατία και να υπογράψει τη Σύμβαση που αναφέρεται στο άρθρο 1, μαζί με τα παραρτήματά της, με τις τυχόν αναγκαίες τροποποιήσεις για την αποκατάσταση λαθών ή τη διευκρίνιση ασαφειών του Σχεδίου που εγκρίνεται με το προηγούμενο άρθρο.
2. Παρέχεται στον Διοικητή της Τράπεζας της Ελλάδος και τον Πρόεδρο του Τ.Χ.Σ., η εξουσιοδότηση να εκπροσωπήσουν την Τράπεζα της Ελλάδος και το Ταμείο Χρηματοπιστωτικής Σταθερότητας, αντιστοίχως, και να υπογράψουν τη Σύμβαση που αναφέρεται στο άρθρο 1, μαζί με τα παραρτήματά της, με τις τυχόν αναγκαίες τροποποιήσεις για την αποκατάσταση λαθών ή τη διευκρίνιση ασαφειών του Σχεδίου που εγκρίνεται με το προηγούμενο άρθρο.
3. Η ισχύς της Σύμβασης που αναφέρεται στο άρθρο 1 αρχίζει από την ημερομηνία υπογραφής της από όλα τα συμβαλλόμενα μέρη σύμφωνα με τους όρους και τις προϋποθέσεις που ειδικότερα καθορίζεται σε αυτήν. Με μέριμνα του Υπουργού Οικονομικών η Σύμβαση μετά την υπογραφή της από όλα τα προβλεπόμενα μέρη, διαβιβάζεται στη Βουλή για ενημέρωση.
4. Στο τέλος της παραγράφου 4 του άρθρου 1 του ν.4046/2012 (Α' 28) προστίθεται, από τότε που άρχισε να ισχύει ο ν.4046/2012, εδάφιο ως εξής:

«Παρέχεται επίσης στον Πρόεδρο του Τ.Χ.Σ. η εξουσιοδότηση να εκπροσωπήσει το Ταμείο Χρηματοπιστωτικής Σταθερότητας και να υπογράψει την ως άνω Σύμβαση.»

**ΠΑΡΑΡΤΗΜΑ**

**MASTER FINANCIAL ASSISTANCE FACILITY AGREEMENT**

between

**EUROPEAN FINANCIAL STABILITY FACILITY**

**THE HELLENIC REPUBLIC**

as Beneficiary Member State

**THE HELLENIC FINANCIAL STABILITY FUND**

as Guarantor

and

**THE BANK OF GREECE**

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This **Master Financial Assistance Facility Agreement** is made by and between:

- (A) **European Financial Stability Facility ("EFSF")**, a *société anonyme* incorporated in Luxembourg with its registered office at 43, avenue John F. Kennedy, L-1855 Luxembourg (R.C.S. Luxembourg B153.414), represented by Mr. Klaus Regling, Chief Executive Officer or Mr. Christophe Frankel, Deputy Chief Executive Officer,  
  
("EFSF");
- (B) **The Hellenic Republic** (hereinafter referred to as "**Greece**"), represented by the Minister of Finance,  
  
as the beneficiary member state (the "**Beneficiary Member State**");
- (C) **The Hellenic Financial Stability Fund**, created pursuant the Law on the Establishment of a Hellenic Financial Stability Fund (3864/2010),  
  
as guarantor ("**HFSF**"); and
- (D) **The Bank of Greece**, represented by the Governor of the Bank of Greece,  
  
(the "**Bank of Greece**"),

Herein jointly referred to as the "**Parties**" and each of them a "**Party**".

#### **PREAMBLE**

Whereas:

- (1) EFSF was incorporated on 7 June 2010 for the purpose of making stability support to member states of the European Union whose currency is the euro ("**euro-area Member States**"). EFSF may grant financial assistance under financial assistance facility agreements by way of loan disbursements under a programme, precautionary facilities, facilities to finance the recapitalisation of financial institutions in a euro-area Member State (through loans to the governments of such Member States including in non-programme countries), facilities for the purchase of bonds in the secondary market on the basis of an ECB analysis recognising the existence of exceptional financial market circumstances and risks to financial stability or facilities for the purchase of bonds in the primary market (under a macroeconomic adjustment programme or under a precautionary programme). EFSF may also grant financial assistance by providing credit enhancement in conjunction with new debt issued by euro-area Member States, thus reducing the funding cost for euro-area Member States and the funding arrangements of EFSF may be maximised with a combination of resources from private and public financial institutions which can be arranged through special purpose vehicles which will enlarge the amount of resources available to extend loans for bank re-capitalisation and for buying bonds in the primary and secondary markets (each individual utilisation under a financial assistance facility agreement being a "**Financial Assistance**" and, where the context requires, the term "**Financial Assistance**" shall also mean all or any of such forms of financial assistance collectively).

- (2) EFSF shall finance (including by way of pre-funding) the making of Financial Assistance by issuing or entering into bonds, notes, bills, commercial paper, debt securities or other financing arrangements (including treasury operations, DMO Lines, committed and un-committed credit lines, sale and repurchase agreements and reverse sale and repurchase agreements) (in the case of sale and repurchase agreements and reverse sale and repurchase agreements for a term exceeding twelve (12) months, to the extent they have been approved, where necessary, by the board of directors of EFSF and the Guarantors/EWG) ("**Funding Instruments**") which are backed by irrevocable and unconditional guarantees (each a "**Guarantee**") of the euro-area Member States which shall act as guarantors in respect of such Funding Instruments as contemplated by the terms of this Agreement. The guarantors (the "**Guarantors**") of Funding Instruments issued or entered into by EFSF shall be comprised of each euro-area Member State (excluding any euro-area Member State which is or has become a Stepping-Out Guarantor (as defined below) prior to the issue of or entry into such Funding Instruments). The Funding Instruments shall be issued or entered into either on a stand-alone basis or pursuant to a debt issuance programme (the "**EFSF Debt Issuance Programme**") in accordance with the EFSF Funding Guidelines (as defined below). Certain of the proceeds of Funding Instruments may be credited from time to time to the Liquidity Buffer (as defined below).
- (3) On 8 May 2010, the Kingdom of Belgium, Ireland, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Grand Duchy of Luxembourg, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Portuguese Republic, the Republic of Slovenia, the Slovak Republic, the Republic of Finland and KfW (acting in the public interest, subject to the instructions of and with the benefit of the guarantee of the Federal Republic of Germany) (as Lenders) entered into a EUR 80,000,000,000 loan facility agreement (the "**Loan Facility Agreement**") with Greece and the Bank of Greece which provides stability support to Greece in an inter-governmental framework via pooled bilateral loans.
- (4) On 8 February 2012 Greece requested further financial assistance from the euro-area Member States. In accordance with the Statement by the Heads of State or Government of the euro area and EU institutions of 21 July and 26/27 October 2011, EFSF will be used as the financing vehicle for future disbursements to Greece under the financial assistance of the euro-area Member States.
- (5) On 1 March 2012 a Memorandum of Understanding (the "**PSI MoU**") was entered into between the European Commission, Greece and the Bank of Greece relating to (i) a voluntary liability management transaction by way of voluntary bond exchange to be entered into between Greece and certain private sector investors as described in the statement of the Euro Summit dated 26 October 2011 (the "**Voluntary Liability Management Transaction**"); (ii) a buy-back offer (the "**Buy-Back Offer**") whereby Greece, acting through the ECB as its agent, offers to buy-back from Eurosystem national central banks ("**NCBs**") certain marketable debt instruments issued or guaranteed by Greece which are held by NCBs as collateral for Eurosystem monetary policy operations with eligible counterparties; (iii) the payment of accrued interest on the bonds that will be exchanged under the Voluntary Liability Management Transaction, which will be financed in part or in whole by EFSF (the "**Bond Interest Transaction**"); and (iv) the provision of support in bank recapitalisation programmes of financial institutions in Greece (the "**Bank Recapitalisation Transaction**"). The

PSI MoU is separate from and in addition to the Memorandum of Understanding originally signed on 3 May 2010, as last amended by the Supplemental Memorandum of Understanding (Fifth Addendum) of [6 December 2011], between the European Commission, Greece and the Bank of Greece (the "**2011 Memorandum of Understanding**") which, together with the PSI MoU and any subsequent or supplemental memoranda of understanding or addendum to any of them, is the "**MoU**").

- (6) Upon the request of financial assistance from Greece and in line with the PSI MoU, EFSF has entered into Financial Assistance Facility Agreements with Greece and the Bank of Greece, to provide the following Financial Assistance Facilities: (i) on 1 March 2012, a financial assistance facility agreement of up to EUR 30,000,000,000 in order to permit Greece to finance, in part, the Voluntary Liability Management Transaction (the "**PSI LM Facility**"); (ii) on 1 March 2012, a financial assistance facility agreement of EUR 35,000,000,000 in order to permit Greece to finance the Buy-Back Offer (the "**ECB Credit Enhancement Facility**"); (iii) on 1 March 2012, a financial assistance facility agreement of EUR 5,500,000,000 in order to facilitate the making of payments in relation to accrued interest under certain outstanding sovereign bonds issued or guaranteed by Greece, in the context of the Voluntary Liability Management Transaction, such payments to be made at the time and to the extent that such sovereign bonds are exchanged for New Greek Bonds (the "**Bond Interest Facility**"); and (iv) on 1 March 2012, a financial assistance facility agreement of up to EUR 23,000,000,000 in order to finance the recapitalisation of certain financial institutions in Greece (the "**Existing Bank Recapitalisation Facility**").
- (7) A Memorandum of Understanding was entered into between the Commission, the Hellenic Republic and the Bank of Greece on or around 14 March 2012 in relation to this Financial Assistance Facility Agreement. The availability and the provision of Financial Assistance under this Agreement, including pursuant to the Facilities (as defined below) made available under the Facility Specific Terms (as defined below), shall, unless otherwise specified, be conditional upon (i) the Beneficiary Member State's compliance with the measures set out in the MoU and (ii) the Guarantors deciding favourably, on the basis of the findings of the regular assessments carried out by the Commission in liaison with the ECB in accordance with the Council Decision of the European Union on the basis of Articles 126(9) and 136 of TFEU on 12 July 2011 (which recast the former Council Decision 2010/320/EU of 10 May 2010 as amended), that the economic policy of the Beneficiary Member State accords with the adjustment programme and with the conditions laid down by the Council in the Decision and any other conditions laid down by the Council or in the MoU.
- (8) It is acknowledged and agreed that the Bank of Greece is a party to this Agreement for the purpose of receiving disbursements on behalf of the Beneficiary Member State.
- (9) It is acknowledged and agreed that in accordance with the terms of a unanimous resolution of the Member States made pursuant to Articles 5(3) and 10(5)(f) of the Framework Agreement the Slovak Republic is permitted not to participate in guaranteeing a specified amount of Funding Instruments issued to finance Financial Assistance to the Beneficiary Member State which amount corresponds to the notional share of the Slovak Republic in the cancelled non-utilised portion of the EUR 80 billion loan facility dated 8 May 2010 between the then euro-area Member

States and the Beneficiary Member State. The Heads of State or Government of the euro area and EU institutions agreed on 26 October 2011 that the effective aggregate amount to be guaranteed by the Slovak Republic for the new Greek programme would not exceed the amount the Slovak Republic committed to guarantee under the concept endorsed on 21 July 2011 which provided for official financing amounting to 109 billion<sup>1</sup>. EFSF and the Guarantors shall enter into such agreements and documents as they see fit to give effect to this arrangement.

- (10) Appropriate measures related to the prevention of, and the fight against, fraud, corruption and other irregularities affecting any Financial Assistance shall be provided for and implemented by the authorities of the Beneficiary Member State.

**Now, therefore, the Parties hereto have agreed as follows:**

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<sup>1</sup> According to the diplomatic note from the Council of the European Union to Slovakia, dated 28 October 2011.



## MASTER FINANCIAL ASSISTANCE FACILITY

### 1. DEFINITIONS

Capitalised terms shall, unless otherwise specified in relation to a Facility in the relevant Facility Specific Terms, have the meanings set out below:

**"Acceptance Notice"** means, in relation to a Facility, EFSF's written notice to the Beneficiary Member State in the form of the applicable Annex setting out the amount and the detailed provisional financial terms of the Financial Assistance under the relevant Facility, Instalment or Tranche that EFSF is willing to extend to the Beneficiary Member State under this Agreement and the Facility Specific Terms.

**"Aggregate Financial Assistance Amount"** has the meaning given to such term in Clause 2(1).

**"Agreement"** means this Master Financial Assistance Facility Agreement, including the Annexes and Schedules hereto (including any Facility Specific Terms entered into between the Parties and the Annexes thereto).

**"Allocated Portion"** means, in relation to Funding Instruments which cannot be rolled over or re-financed by virtue of a Market Disruption Event, the portion of such Funding Instruments allocated to the Beneficiary Member State by reference to the proportion the aggregate of the outstanding Financial Assistance Amounts provided by EFSF to the Beneficiary Member State bears to the aggregate principal amount of financial assistance provided by EFSF to all beneficiary member states which is outstanding.

**"Annex"** means an Annex to this Agreement and, for any Facility, any Annex to the Facility Specific Terms which are applicable to that Facility.

**"Availability Period"** for any Facility means the period specified as such in the applicable Facility Specific Terms, which shall in no case extend beyond 31 December 2014.

**"Average Maturity"** means, in relation to any Facility, the weighted average maturity of all the Tranches made available under such Facility where the maturity of each Tranche is determined by reference to its final scheduled repayment date (for Tranches where the principal is repaid in full in one single payment at its maturity) or the scheduled amortisations of Financial Assistance (or Tranches thereof) (for any Tranche the principal of which is repayable in scheduled instalments).

**"Business Day"** means a day on which the TARGET2 payment system is open for business.

**"Commission"** means the European Commission.

**"Commitment Fee"** means the fee allocated to the Beneficiary Member State in accordance with the Diversified Funding Strategy and related to (i) the Negative Carry resulting from the issuance or roll-over of Funding Instruments by EFSF (including to fund the Liquidity Buffer) (ii) Issuance Costs related to funding raised by EFSF that are not otherwise recoverable from the Beneficiary Member State or any

other beneficiary member state and (iii) any commitment commissions arising under DMO Lines or committed or un-committed credit lines as may be made available to EFSF, in each case according to the EFSF Funding Guidelines. In accordance with Clause 6(2), the payment of the annual allocation to the Beneficiary Member State of a portion of EFSF's aggregate Commitment Fee shall be made either (a) following the receipt of an invoice or (b) on the first Payment Date under any Tranche, Instalment or Financial Assistance following the determination of the amount to be paid as annual Commitment Fee, expressed as a number of basis points per annum that shall be applied over the relevant Tranche, Instalment or Financial Assistance to result in the amount of the Commitment Fee that would otherwise have been payable upon receipt of an invoice. The allocation of the Commitment Fee to a Beneficiary Member State and the level and/or the payment structure of the Commitment Fee applicable to this Agreement may be changed from time to time by the board of directors of EFSF and approved by the Guarantors.

**"Confirmation Notice"** means, in relation to a Facility, EFSF's written notice to the Beneficiary Member State substantially in the form of the applicable Annex to the relevant Facility Specific Terms setting out the definitive financial terms of the Financial Assistance under the relevant Facility, Instalment or Tranche that EFSF is willing to extend to the Beneficiary Member State under this Agreement and the Facility Specific Terms.

**"Cost of Carry"** means, in relation to Funding Instruments, the difference between (i) the interest accrued under the relevant Funding Instruments (a) in the case of a Pre-Funding Operation, during the period from the date EFSF commences incurring liability for interest under the relevant Funding Instruments under the Pre-Funding Operation until the relevant Disbursement Date (or the date on which the proceeds of the relevant Funding Instruments are used to refinance any other Funding Instruments) or, if the proceeds of the Pre-Funding Operation are not partly or entirely disbursed, until the maturity of the relevant Funding Instruments for the undisbursed proceeds, (b) in the case of amounts raised to fund the Liquidity Buffer, during the period when EFSF incurs liability for interest under the relevant Funding Instruments but is not able to recover any amount from the Beneficiary Member State or any other beneficiary member state in respect of such amount as part of the EFSF Cost of Funding under any financial assistance facility agreement, (c) in the case of any re-financing of any Financing, during the period from the date EFSF commences incurring liability for interest under the new Financing until the new Financing is disbursed (or the date on which the proceeds of the relevant Funding Instruments are used to refinance any other Funding Instruments) and (ii) any return on the proceeds of those Funding Instruments actually received by EFSF, if EFSF at its sole discretion invested the amount pre-funded, the residual amount under a Financing or the amount raised to fund the Liquidity Buffer. The Cost of Carry referred to in paragraph (a) above shall be allocated solely to the Beneficiary Member State but the Cost of Carry referred to in paragraphs (b) and (c) above shall be determined on a pooled basis in relation to the pool of short term Funding Instruments and the pool of long term Funding Instruments and allocated to the Beneficiary Member State in accordance with the Diversified Funding Strategy and the methodology for allocation of Funding Instruments agreed by the EWG and the board of directors of EFSF at the time the Cost of Carry is calculated.

**"Decision"** means the agreement of the representatives of the euro-area Member States in the Eurogroup to grant financial assistance to Greece and Council Decision 2011/734/EU of 12 July 2011 (which recast Council Decision 2010/320/EU of 10 May 2010 as amended) adopted on the basis of Articles 126(9) and 136 of TFEU.

**"Deed(s) of Guarantee"** means any deed(s) of guarantee entered into by, amongst others, the Guarantors and EFSF in accordance with the terms of the Framework Agreement.

**"Disbursement"** means a disbursement of funds to, or at the direction of, the Beneficiary Member State under a Facility (including, where permitted by the EFSF Funding Guidelines and the relevant Facility Specific Terms, by way of the payment of the subscription price or purchase price of purchased bonds or subordinated notes or the delivery of Funding Instruments issued by EFSF).

**"Disbursement Date"** means, in relation to any Financial Assistance made under any Facility by way of a Disbursement, the date on which funds or Funding Instruments issued by EFSF in respect of the relevant Financial Assistance are paid, advanced or delivered to the Beneficiary Member State (or its nominee or to any third party) in accordance with the relevant Facility Specific Terms. Each such Disbursement Date must be a date selected by EFSF which is (i) a Business Day, (ii) a day (other than a Saturday or Sunday) when banks are open for general business in Luxembourg and in the Beneficiary Member State, (iii) a day which falls during the Availability Period, and (iv) which otherwise complies with the relevant Facility Specific Terms.

**"Disincentive Payment"** means 200 basis points per annum applied to the most recently provided Financial Assistance Amount to have been disbursed at the time when the Eurogroup or the EWG communicates, following the assessment by the Commission, in liaison with the ECB and the IMF, that there has been non-compliance by the Beneficiary Member State with the measures set out in the MoU which results in or would (as may be determined in writing by EFSF) have resulted in the non-provision of a subsequent Financial Assistance which was scheduled to be made under a Facility or any subsequent financial assistance facility agreement between EFSF and the Beneficiary Member State. The period of time on which the Disincentive Payment is based will run from the date of the provision of the most recently provided Financial Assistance Amount to the date of the communication to the Beneficiary Member State by the Eurogroup or the EWG of the decision regarding non-compliance which stops or would (as may be determined in writing by EFSF) have stopped a new disbursement of financial assistance. In accordance with Clause 6(10), the Disincentive Payment will be refunded in full by EFSF, together with any interest (if any) earned by EFSF from the investment of such Disincentive Payment when the provision of Financial Assistance by EFSF to the Beneficiary Member State recommence(s).

**"Diversified Funding Strategy"** has the meaning given to that term in the Framework Agreement. The Diversified Funding Strategy as adopted by EFSF contemplates the use of the Liquidity Buffer, a pool of short term Funding Instruments and a pool of long term Funding Instruments and that the methodology for allocation of Funding Instruments, funding and other costs and expenses between the Beneficiary Member State and each other beneficiary member state shall be made in accordance with the EFSF Funding Guidelines.

"**DMO Lines**" means treasury, money market or cash management operations between EFSF and the debt management agencies of euro-area Member States entered into in accordance with Article (5)(5) of the Framework Agreement.

"**ECB**" means the European Central Bank.

"**EFSF Cost of Funding**" means, in relation to any Financial Assistance under a Facility, the effective (after hedging) average cost of funding incurred by EFSF in funding such Financial Assistance as determined by EFSF and allocated to the relevant Financial Assistance pursuant to the Diversified Funding Strategy. The EFSF Cost of Funding shall be calculated by EFSF by adding (i) EFSF's (after hedging) average cost of funding the relevant Financial Assistance, expressed as a rate per annum; for the avoidance of doubt, in the case of discount Funding Instruments (e.g. zero-coupon notes), cost of funding shall be calculated with reference to the nominal value of the relevant discount Funding Instrument, (ii) the annual Service Fee (with effect from the first anniversary of the Disbursement Date of the relevant Financial Assistance), (iii) the Commitment Fee (iv) any Guarantee Commission Fee accrued during the relevant period and (v) any other financing costs, margin, negative carry, losses, hedging costs or other costs, fees or expenses. Such EFSF Cost of Funding shall be adjusted to eliminate the effect of rounding in the calculation of interest on Funding Instruments in the form of bonds or notes with a fixed denomination and to take into account any difference in the periods by reference to which interest is calculated under this Agreement and under the related Funding Instruments and the proceeds of any temporary re-investment of interest receipts by EFSF when such interest periods differ. During the period of any Financing(s) which finance a particular Financial Assistance, EFSF Cost of Funding shall be calculated by reference to the cost of funds incurred by EFSF under the Financing(s) which finance the relevant Financial Assistance, adjusted as may be necessary to cover the period between the Payment Dates under the relevant Facility and interest and principal payment dates under the relevant Funding Instruments and any potential residual cost (including any continuing interest to maturity) incurred by EFSF under the Financing(s) EFSF entered into to finance the relevant Financial Assistance.

"**EFSF Funding Guidelines**" means the funding strategy and guidelines of EFSF from time to time adopted by the board of directors of EFSF and approved by the Guarantors.

"**EFSF Investment Guidelines**" means the investment strategy and guidelines of EFSF from time to time adopted by the board of directors of EFSF and approved by the Guarantors.

"**ESM**" means the European Stability Mechanism to be constituted by treaty entered into between the euro-area Member States.

"**EU**" means the European Union.

"**EUR**", "**euro**" and "**€**" denote the single currency unit of the Participating Member States.

"**EURIBOR**" means, in relation to a period:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for the interest period applicable to an unpaid amount in accordance with Clause 6(3)) the average of the rates quoted by Deutsche Bank AG, BNP Paribas and Rabobank to leading banks in the European interbank market,

as of 11:00 a.m. (Luxembourg time) on the date falling two TARGET Days before the first day of that period for the offering of deposits in euro for a comparable period.

"**Eurogroup**" means the finance ministers from the 17 euro-area Member States.

"**Event of Default**" means an event defined in Clause 9(1) as modified in respect of any specific Financial Assistance by the Facility Specific Terms applying to the Facility under which such Financial Assistance is made available.

"**EWG**" means the Eurogroup Working Group.

"**Facility**" means each facility provided under this Agreement as more particularly referred to in Clause 2(2).

"**Facility Specific Terms**" means, from time to time, the terms specific to each Facility as set out in a Schedule to this Agreement which have been executed by the Parties to this Agreement (as such Schedule may be amended or supplemented from time to time).

"**Financial Assistance Amount**" means the aggregate principal amount of any Financial Assistance made available under a Facility, as more particularly determined in accordance with the relevant Facility Specific Terms.

"**Financial Support Provider**" means the lenders under the Loan Facility Agreement and any other sovereign State or other creditor (other than the IMF or the European Union) granting a bilateral loan to the Beneficiary Member State in conjunction with EFSF.

"**Financing**" means any financing longer than or equal to one year by way of issuing or entering into Funding Instruments comprising part of the pool of long term Funding Instruments.

"**First Interest Period**" means, with regard to any Financial Assistance provided under a Facility, the period commencing on (and including) its Disbursement Date and ending on (but excluding) the first Payment Date as specified in the relevant Confirmation Notice for that Facility.

"**Framework Agreement**" means the framework agreement entered into between the euro-area Member States and EFSF, as may be amended from time to time, which sets out, *inter alia*, the terms and conditions upon which EFSF may provide Financial Assistance to euro-area Member States and finance such Financial Assistance by issuing or entering into Funding Instruments backed by Guarantees issued by the Guarantors.

**"Funding Instruments"** has the meaning given to that term in the Preamble to this Agreement.

**"General Government Debt"** means indebtedness comprising general government debt as determined in accordance with the European System of Accounts 1995 ("ESA 95") as laid down by Council Regulation No (EC) 2223/96 of 25 June 1996 on the European system of national and regional accounts in the Community as amended from time to time. For the avoidance of doubt, the term General Government Debt shall be deemed to include any New Greek Bonds issued in connection with the Voluntary Liability Management Transaction.

**"Greek Bank Instruments"** means the common shares, contingent convertibles or such other instruments as EFSF may in its absolute discretion approve, in each case issued to HFSF by certain financial institutions in Greece in consideration for payments made out of the proceeds of Financial Assistance provided under (a) the Existing Bank Recapitalisation Facility or (b) this Agreement.

**"Guarantee Commission Fee"** means ten (10) basis points per annum (or such other level of Guarantee Commission Fee as may be determined by the board of directors of EFSF and approved by the Guarantors as applicable to the Facilities from time to time) applied to the relevant Financial Assistance Amount.

**"IMF"** means the International Monetary Fund.

**"IMF Arrangement"** means any agreement, programme, facility or other arrangement between the Beneficiary Member State and the IMF.

**"Instalment"** means for any Facility, the sums under that Facility which have been the subject of a Request for Funds and a related Acceptance Notice; an Instalment may be disbursed in one or more Tranches.

**"Interest Period"** means, in relation to any Financial Assistance provided under a Facility, the First Interest Period and each consecutive twelve (12) months period thereafter, commencing on (and including) the date of the preceding Payment Date for such Financial Assistance and ending on (but excluding) each Payment Date in each case, as determined in accordance with the relevant Facility Specific Terms for that Facility.

**"Interest Rate"** for any Instalment or Tranche means the rate at which interest will accrue on that Instalment or Tranche during each Interest Period as determined by EFSF, which is equal to the sum of (a) the EFSF Cost of Funding and (b) the Margin (if any) applicable to such Financial Assistance Amount.

**"Issuance Costs"** means any costs, fees or expenses incurred in relation to EFSF issuing or entering into Funding Instruments to finance a Financial Assistance under any Facility (including a portion of the Funding Instruments issued or entered into to fund the Liquidity Buffer) and which are due and payable on or about the date of issue of such Funding Instruments or, as applicable, the date such Funding Instruments are entered into, and any adjustment corresponding to the difference in the net proceeds of Funding Instruments due to such Funding Instruments not being issued at par value.

**"Liquidity Buffer"** means the proceeds of issuance of, or entry into, the pool of short term Funding Instruments (including, without limitation, the proceeds of issuance of, or entry into, short term notes, bills, commercial paper, treasury operations, DMO Lines, committed and un-committed credit lines and sale and repurchase operations) issued by EFSF in accordance with the EFSF Funding Guidelines and which, from time to time, have not been used to finance a Disbursement (or a disbursement to any other beneficiary member states) or to refinance an existing Pre-Funding Operation or Financing (or similar operations or financings in respect of any other beneficiary member states).

**"Loss of Interest"** means the difference (if it is a positive amount) between the amount of interest EFSF would receive at the Interest Rate (excluding for these purposes only the Margin component, if any, of the Interest Rate) on the relevant principal amount of Financial Assistance and the interest EFSF would receive (as determined by EFSF) from the reinvestment of the amounts pre-paid or repaid early in each case for the period commencing on (and including) the date of the prepayment or early repayment and ending on (but excluding) the date on which the relevant Financial Assistance was scheduled to be repaid.

**"Margin"** means, in relation to a Facility, the margin specified in the relevant Facility Specific Terms. The level of the Margin applicable to any Facility may be changed from time to time by the board of directors of EFSF and approved by the Guarantors. For the avoidance of doubt, no reimbursement or reduction in the Margin or the EFSF Cost of Funding shall apply resulting from payments of advance Margin.

**"Market Disruption Event"** means, at the time of a proposed issuance or roll-over of Funding Instruments, the occurrence of events or circumstances affecting the national or international financial, political or economic conditions or international capital markets or currency exchange rates or exchange controls which in the reasonable view of EFSF (as approved by the unanimous agreement of the Guarantors, as would be the case for the issuance of new Funding Instruments) are likely to prejudice materially the ability of EFSF to achieve a successful issue, offering or distribution of Funding Instruments or dealings in such Funding Instruments in the secondary market.

**"Master Facility"** has the meaning given to that term in Clause 2(1) of this Agreement.

**"Master Facility Agreement"** means this Agreement (but excluding the Facility Specific Terms).

**"MoU"** has the meaning given to that term in the Preamble to this Agreement.

**"Negative Carry"** means in relation to any Financial Assistance the negative Cost of Carry (if any) incurred by EFSF and allocated by EFSF to the funding of that Financial Assistance.

**"Net Disbursement Amount"** means, in relation to any Financial Assistance under a Facility, the Financial Assistance Amount thereof less the sum of (without double counting):

- (a) any Issuance Costs;

- (b) any portion of the Service Fee which is to be deducted up-front; and
- (c) any costs, fees, expenses, interest (including pre-paid interest or discount) or costs of Negative Carry,

incurred under or in connection with that Financial Assistance, any other Financial Assistance provided by EFSF to the Beneficiary Member State or any Pre-Funding Operation.

**"New Greek Bonds"** means the sovereign bonds issued by Greece in connection with the Voluntary Liability Management Transaction.

**"Participating Member States"** means the member states of the European Union that have the euro as their lawful currency in accordance with the legislation of the European Union relating to Economic and Monetary Union.

**"Payment Date"** means, in relation to any Financial Assistance, Instalment or Tranche made available under a Facility, each scheduled date for payment of principal, interest or fees due to EFSF, as specified in the Confirmation Notice related to such Financial Assistance, Instalment or Tranche.

**"Pre-Funding Agreement"** means an agreement substantially in the form of Annex 1 executed by the Beneficiary Member State and EFSF to authorise EFSF to enter into Pre-Funding Operations (i) prior to the receipt of a Request for Funds or (ii) following a receipt of a Request for Funds but in the absence of the approval of the EWG referred to in Clause 4(4) (or prior to the satisfaction of any of the other conditions to disbursement) and the issuance of an Acceptance Notice.

**"Pre-Funding Operation"** means an advanced borrowing transaction as described in Clause 4(7) pursuant to which EFSF, if it deems necessary and with the agreement of the Beneficiary Member State, issues or enters into Funding Instruments to pre-finance a specific Financial Assistance on the basis of a Pre-Funding Agreement, which Pre-Funding Operation may occur prior to the time when the conditions precedent to the disbursement of such Financial Assistance are satisfied.

**"Relevant Indebtedness"** means all indebtedness which constitutes General Government Debt (including all indebtedness of the Beneficiary Member State) denominated or payable in any currency.

**"Request for Funds"** means the Beneficiary Member State's request for a disbursement of funds under a Facility to be made in the form specified in the Facility Specific Terms applying to the Facility under which such request is to be made.

**"Schedule"** means a Schedule to this Agreement.

**"Screen Rate"** means the percentage rate per annum determined by the Banking Federation of the European Union for the relevant period, displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, EFSF may specify another page or service displaying the appropriate rate after consultation with the Beneficiary Member State.



"**Service Fee**" represents the source of general revenues and resources to cover operational costs of EFSF, comprising (i) the upfront service fee of 50 basis points calculated (without double counting) on the Financial Assistance Amount under an Instalment or Tranche and (ii) the annual service fee of 0.5 basis points per annum, which will accrue day to day on the Aggregate Financial Assistance Amount under each Facility in each Interest Period with effect from the first anniversary of the Disbursement Date of such Financial Assistance (or such other fee level or date as may be agreed between the Parties following a decision by the EWG). The upfront service fee shall be paid in arrear by the Beneficiary Member State upon receipt of an invoice from EFSF or shall be deducted from the amount to be disbursed to the Beneficiary Member State under any Facility provided on the terms of this Agreement. The inclusion of the annual service fee as a component of the EFSF Cost of Funding is without prejudice to any faculty of a Beneficiary Member State to treat this fee as an operating cost in its national accounts. The level of the Service Fee applicable to the Facilities may be changed from time to time by the board of directors of EFSF and approved by the Guarantors. For the avoidance of doubt, the Service Fee covers and replaces any advance Margin EFSF would otherwise be entitled to charge.

"**Stepping-Out Guarantor**" means a Guarantor whose request to suspend its obligation to issue Guarantees under the Framework Agreement has been accepted by the other Guarantors.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**Term**" means the tenor of any Financial Assistance provided under a Facility which may not exceed the period from the Disbursement Date of the relevant Financial Assistance to the final Payment Date specified in the relevant Confirmation Notice.

"**Tranche**" means a part or the whole of an Instalment, as the case may be, and may be financed until its final maturity from the Liquidity Buffer or by one or more Financings.

## 2. **THE MASTER FINANCIAL ASSISTANCE FACILITY AND SPECIFIC FACILITIES**

- (1) EFSF makes available to the Beneficiary Member State under this Agreement a master financial assistance facility (the "**Master Facility**"), subject to the terms and conditions of the Decision (where applicable), the MoU and the Facility Specific Terms. The Master Facility may be made available by EFSF to the Beneficiary Member State by way of Financial Assistance. The aggregate principal amounts of the Financial Assistance Amounts shall not exceed EUR 61,700,000,000 (as increased from time to time by an amount (up to EUR 24,400,000,000) equal to any cancelled non-utilised principal amount of the Loan Facility Agreement and/or an amount (up to EUR 23,000,000,000) equal to any cancelled non-utilised principal amount of the Existing Bank Recapitalisation Facility, but in any event not exceeding EUR 109,100,000,000 provided that each such increase is approved by the EWG and

is confirmed in a letter from the EWG Chairman to EFSF) (the "**Aggregate Financial Assistance Amount**").

- (2) The Master Facility may be provided in the form of such of the following specific facilities (the "**Facilities**" and each a "**Facility**") as are the subject of Facility Specific Terms which have been entered into between the Parties, provided that at the time of signing this Master Facility Agreement at least one (1) of the Facility Specific Terms are entered into:
- (a) a Facility for the provision of loans (the "**Loan Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Loan Facility: Facility Specific Terms";
  - (b) a Facility for the provision of a loan facility providing for sovereign partial risk protection (a "**Sovereign Partial Protection Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Sovereign Partial Protection: Facility Specific Terms";
  - (c) one or more Facilities for the provision of precautionary facilities (each a "**Precautionary Facility**"). A Precautionary Facility may take the form of (a) a precautionary conditioned credit line (a "**Precautionary Credit Line**" or "**PCCL Facility**") on the terms and subject to the conditions more particularly specified in Facility Specific Terms titled "Precautionary Conditioned Credit Line: Facility Specific Terms", (b) an enhanced conditioned credit line (an "**Enhanced Conditioned Credit Line**" or "**ECCL Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Enhanced Conditioned Credit Line: Facility Specific Terms" or (c) an enhanced conditioned credit line with sovereign partial risk protection (an "**Enhanced Conditioned Credit Line with Sovereign Partial Protection**" or "**ECCL+ Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Enhanced Conditioned Credit Line with Sovereign Partial Protection: Facility Specific Terms";
  - (d) a Facility for the provision of loans to recapitalise financial institutions (the "**Bank Recapitalisation Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Bank Recapitalisation Facility: Facility Specific Terms";
  - (e) a Facility for EFSF to make primary market bond purchases (the "**PMP Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Primary Market Bond Purchase Facility: Facility Specific Terms";
  - (f) a Facility for EFSF to make secondary market bond purchases (the "**SMP Facility**") on the terms and subject to the conditions specified in the Facility Specific Terms entitled "Secondary Market Bond Purchase Facility: Facility Specific Terms"; and
  - (g) a Facility for EFSF to finance a subordinated issue of notes by a compartment of a co-investment fund (the "**CIF Facility**") on the terms and conditions