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| DRAFT SPECIAL POWER OF ATTORNEY  In Athens, today, DD/MM/YYYY, the following person (hereinafter "the Principal"), ID number ............... and TIN .................., known to me and not exempted by law, appeared before me, ............., Notary Public and resident of ………….…………………….…………………………..…………, at my registered office (address:) ................. ……….. ....................... ...................... and requested that this power of attorney be drawn up and signed, stating to the banking corporation “NATIONAL BANK OF GREECE S.A.” (hereinafter "NBG"), having its registered office in Athens, Aiolou 86, with this declaration being addressed pursuant to articles 220 and 221 of the Civil Code, that they hereby appoint as their special attorney-in-fact, agent, representative and process agent (provide full details, as above, of the Agent:) ......................, lawyer (REG. No of Bar Association ...................), resident of (address:) ………………………….…..… ……………………………………………………….………… (hereinafter "the Agent"), to whom is granted the special order and authorization to *appear in person or by appointing an attorney-in-fact before the Lawyer as per article 208 of the Greek Code of Civil Procedure,* **subject to the decision of the competent court even in case of prorogation (such prorogation being expressly accepted by the Principal) and to consent in the name of the Principal and at their expense** to the issue of a *Deed* allowing **registration of mortgage prenotation** with the relevant mortgage records of the competent Registry of Deeds or Land Registry, in favor of the banking corporation “NATIONAL BANK OF GREECE S.A.”, under the trade name “NBG”, bearing interest pursuant to article 1289 of the Greek Civil Code up to the amount of Euro/Swiss Francs ………………..….……………………… (€/CHF………………………………………) in security of its claims **(agreed loan/ credit principal, fees and expenses, in general, borne by the Principal, and the estimated interest, contractual interest and default interest, as well as compounded interest, also securing such interest pursuant to article 1289 of the Greek Civil Code)** arising from Loan agreement/ Credit Agreement No …………………………… concluded:  (a). between [MARK BELOW WITH X THE APPLICABLE FIELD]:   |  |  | | --- | --- | |  | NATIONAL BANK OF GREECE S.A. | |  |  | |  | the banking corporation “PROBANK S.A.” under the trade name “PROBANK”, the specific successor of which is NATIONAL BANK OF GREECE S.A. (having entered into all of the rights of PROBANK which is placed under special liquidation in respect of the loan agreement, as above, against the Principal(s), which now continues between the Principal(s) and NBG, which fact is known and accepted by the latter pursuant to and within the meaning of the AGREEMENT (dated 26/07/2013) FOR THE TRANSFER OF ASSETS & LIABILITIES OF A CREDIT INSTITUTION between PROBANK and the acquiring NATIONAL BANK OF GREECE, in execution of the decision of the Bank of Greece Resolution Measures Committee, under no. 12/26.07.2013, in accordance with article (and the procedure thereof) 63D Law 3601/2007); | |  | |  | the banking corporation “FBB First Business Bank S.A.” under the trade name “FBB” , the specific successor of which is NATIONAL BANK OF GREECE S.A. (having entered into all of the rights of FBB which is placed under special liquidation in respect of the loan agreement, as above, against the Principal(s) which now continues between the Principal(s) and NBG, which fact is known and accepted by the latter pursuant to and within the meaning of the AGREEMENT (dated 10/05/2013) FOR THE TRANSFER OF ASSETS & LIABILITIES OF A CREDIT INSTITUTION between FBB and the acquiring NATIONAL BANK OF GREECE, in execution of the decision of the Bank of Greece Resolution Measures Committee, under no. 10/10.05.2013, in accordance with article (and procedure thereof) 63D Law 3601/2007); | |  |   and (b.) the Principal(s), as above, *(if the Borrower is a third party and not the Principal, their details should be stated: full name, father’s name, home address,TIN),* as this agreement has been or may be amended, regarding the property described below owned by the principal(s): |
| *(below is a concise but accurate description and account of origin of the mortgaged property)* |
| In general, the Agent should take any action and statement required for the execution and completion of the order, as above, even if not expressly mentioned herein, as well as confer upon other attorneys-at-law the same powers and authorities, or part thereof and revoke them.  All the powers granted hereby apply also in the event that the claims arising from the contracts, as above, are transferred and the management of the claims is assigned in the future to another administrator/Loan & Credit Claim Management Company. In such a case, all the said powers, etc., shall apply in favour of the new beneficiary of the claims arising from the said contracts, who will take the place of NBG. |
| The Principal declares that they acknowledge the actions of the agent and attorney-in-fact under this order as legal, valid, binding and final and approve them as if agreed to by them, as per Article 235 of the Greek Civil Code. |
| This authorization and order shall apply and not cease to apply, even in cases included in articles 222, 223 and 726 of the Greek Civil Code, and it is agreed that it is irrevocable, since it does not concern exclusively the interest of the Principal(s) (i.e. the party(ies) represented), but concerns – mainly – the interest of the Agent (article 724 of the Greek Civil Code). |
| The Principal/s approve(s) henceforth the actions of said agent, which are relevant and concern the completion of the said orders (e.g. submission of documents to Tax Offices, to land registries-cadastral offices, issuance of a Deed as provided for by article 208 of the Greek Code of Civil Procedure) even if they are not explicitly mentioned herein, as legal, valid, and incontestable and legally binding on them.  The Principal hereby expressly declares and accepts that in the event that this power of attorney is revoked for any reason whatsoever (and despite the fact that this is irrevocably agreed), such revocation will be effective vis-à-vis the Bank only by means of a notarial document stating that matters are otherwise, which will be valid as of the next business day following its service by a process server. |