

OFFERING CIRCULAR

**The Hellenic Republic**

**Euro 1,000,000,000  
5.20 per cent. Bonds due 2034**

**Issue Price: 100.376**

The Euro 1,000,000,000 5.20 per cent. Bonds due 2034 (the “**Bonds**”) of The Hellenic Republic (the “**Republic**”) will bear interest from, and including, 30 April 2004 at the rate of 5.20 per cent. per annum payable annually in arrear on 17 July of each year. The first payment of interest will be paid on 17 July 2005 in respect of the period from, and including, 30 April 2004 to, but excluding, 17 July 2005 (long first coupon). Payments of interest in respect of the Bonds will be made without deduction for or on account of Greek taxes, as described, and subject to the exceptions set out, under “*Terms and Conditions of the Bonds - Taxation*”.

The Bonds will mature on 17 July 2034.

Application has been made to list the Bonds on the Luxembourg Stock Exchange.

The Bonds will be represented initially by a temporary global Bond (the “**Temporary Global Bond**”), without interest coupons or talons, which is expected to be deposited with a common depositary (the “**Common Depositary**”) for Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) for credit on or about 30 April 2004 (the “**Closing Date**”) to the accounts of such clearance systems. The Temporary Global Bond will be exchangeable for a permanent global Bond (the “**Permanent Global Bond**”), without interest coupons or talons, to be held by the Common Depositary, not earlier than 10 June 2004 upon certification as to non-U.S. beneficial ownership. Save in the certain limited circumstances described herein, Bonds in definitive form will not be issued in exchange for the Permanent Global Bond.

**Deutsche Bank**

The date of this Offering Circular is 29 April 2004

*The Republic confirms that it has taken all reasonable care to ensure that all information contained in this Offering Circular with regard to the Republic and the Bonds is in every material respect true and accurate and not misleading and to the best of its knowledge and belief there are no other facts the omission of which would make any statement in the Offering Circular misleading in any material respect in the context of the issue and sale of the Bonds.*

*Deutsche Bank AG (the “**Manager**”) has not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Manager as to the accuracy or completeness of the information contained in this Offering Circular or any other information provided by the Republic in connection with the Bonds or their distribution.*

*No person is or has been authorised to give any information or to make any representation which is not contained in, or which is not consistent with, this Offering Circular or any other information supplied by or on behalf of the Republic in connection with the Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Republic or the Manager.*

*Neither this Offering Circular nor any other information supplied in connection with the Bonds (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or constituting an invitation or offer by the Republic that any recipient of this Offering Circular should purchase any Bonds. Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Republic.*

*The delivery of this Offering Circular does not at any time imply that the information contained herein concerning the Republic is correct at any time subsequent to the date hereof or that any other information supplied in connection with the issue of the Bonds is correct as of any time subsequent to the date indicated in the document containing the same.*

*The distribution of this Offering Circular and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Republic and the Manager do not represent that this document may be lawfully distributed or that the Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Republic or the Manager which would permit a public offering of the Bonds or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, the Bonds may not be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published, in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Bonds come must inform themselves about, and observe, any such restrictions. In particular there are restrictions on the distribution of this Offering Circular and the offer or sale of Bonds in the United States and the United Kingdom (see “Subscription and Sale”).*

*In this Offering Circular, unless otherwise specified or the context otherwise requires, references to “€” or “euro” are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community (as amended from time to time).*

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**In connection with the issue and distribution of the Bonds, Deutsche Bank AG may over-allot or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on Deutsche Bank AG or any agent of it to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilisation shall be in accordance with all applicable laws and regulations, including Greek law.**

## TERMS AND CONDITIONS OF THE BONDS

*There follows the text of the Terms and Conditions to which (subject to completion and amendment) the Bonds will be subject:*

The Euro 1,000,000,000 5.20 per cent. Bonds due 2034 (the “**Bonds**”) are issued by The Hellenic Republic (the “**Republic**”) pursuant to (a) article 1 of Law 2187/94 of the Republic, as amended and supplemented by article 11 of Law 2628/98 of the Republic, (b) Law 2198/94 of the Republic, and (c) Ministerial Decision No. 2/44514/0004 dated 16 June 1999 of the Minister of Finance. Payments in respect of the Bonds will be made pursuant to an Agency Agreement (the “**Agency Agreement**”) dated 30 April 2004 and made between the Republic and Deutsche Bank AG London as fiscal and principal paying agent and agent bank (the “**Agent**”, which expression shall include any successor agent) and Deutsche Bank Luxembourg S.A. as the other paying agent (together with the Agent the “**Paying Agents**”, which expression shall include any successor paying agents).

The Bondholders and the Couponholders (each as defined below) are entitled to the benefit of a Deed of Covenant (the “**Deed of Covenant**”) dated 29 April 2004 and made by the Republic.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection, during normal business hours at the specified office of the Agent. The Bondholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Deed of Covenant and the Agency Agreement which are binding on them.

Words and expressions defined in the Agency Agreement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and these Terms and Conditions, these Terms and Conditions will prevail. Any reference herein to “**Bondholders**” shall mean the holders of the Bonds and any reference herein to “**Couponholders**” shall mean the holders of the Coupons (as defined below).

### 1. FORM, DENOMINATION AND TITLE

The Bonds are in bearer form and in the denomination of Euro 1,000, Euro 10,000 and Euro 100,000 (the “**Specified Denominations**”). The Bonds are issued with interest coupons for the payment of interest (the “**Coupons**”) attached.

Subject as provided below, title to the Bonds and Coupons will pass by delivery. The Republic and any Paying Agent may deem and treat the bearer of any Bond or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

For as long as any of the Bonds are represented by a global Bond held on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”), each person (other than Euroclear or Clearstream, Luxembourg) that is for the time being shown in the records of Euroclear or Clearstream, Luxembourg, as the holder of a particular nominal amount of such Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of

manifest error) shall be treated by the Republic and any Paying Agent as the holder of such nominal amount of such Bonds for all purposes other than with respect to the payment of principal or interest on the Bonds, for which purpose the bearer of the relevant global Bond shall be treated by the Republic and any Paying Agent as the holder of such Bonds in accordance with and subject to the terms of the relevant global Bond (and the expressions “**Bondholder**” and “**holder of Bonds**” and related expressions shall be construed accordingly). Bonds which are represented by a global Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

## **2. STATUS OF THE BONDS AND NEGATIVE PLEDGE**

The Bonds constitute direct, general, unconditional, unsubordinated and, subject to this Condition, unsecured obligations of the Republic. The Bonds rank *pari passu* with all other unsecured and unsubordinated obligations of the Republic outstanding on 30 April 2004 or issued thereafter without any preference granted by the Republic to one above the other by reason of priority of date of issue, currency of payment, or otherwise. The due and punctual payment of the Bonds and the performance of the obligations of the Republic with respect thereto is backed by the full faith and credit of the Republic.

So long as any Bond remains outstanding, the Republic shall not create or permit to subsist any mortgage, pledge, lien or charge upon any of its present or future revenues, properties or assets to secure any External Indebtedness, unless the Bonds shall also be secured by such mortgage, pledge, lien or charge equally and rateably with such External Indebtedness or by such other security as may be approved by an Extraordinary Resolution of the Bondholders (as described in Condition 10).

“**External Indebtedness**” means existing or future indebtedness for borrowed money of the Republic expressed or payable or optionally payable in a currency other than the lawful currency of the Republic (including any guarantees given by the Republic for any existing or future indebtedness for borrowed money of any other person which indebtedness is expressed or payable or optionally payable in a currency other than the lawful currency of the Republic) where such indebtedness is borrowed from or initially placed with a foreign institution or person under a contract governed by the laws of a jurisdiction other than the Republic.

## **3. INTEREST**

The Bonds bear interest from and including 30 April 2004 at the rate of 5.20 per cent. per annum, payable annually in arrear on 17 July in each year. The first payment of interest will be made on 17 July 2005 in respect of the period from, and including, 30 April 2004 to, but excluding, 17 July 2005 and will amount to Euro 63.08 for each Euro 1,000 Specified Denomination, Euro 630.82 for each Euro Specified Denomination and Euro 6,308.20 for each Euro 100,000 Specified Denomination. Each Bond will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event it shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant holder, and (b) the day seven days after the Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is a failure in the subsequent payment to the relevant holders under these Conditions). If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed fall in a leap year, the sum of (A) the number of those days falling in a leap year divided by 366 and (B) the number of those days falling in a non-leap year divided by 365).

## **4. REDEMPTION AND PURCHASE**

### **(1) Final Redemption**

Unless previously redeemed or purchased and cancelled as provided below, the Bonds will be redeemed at their principal amount on 17 July 2034 (the “**Maturity Date**”).

### **(2) Purchases**

The Republic may at any time purchase or otherwise acquire Bonds in the open market or otherwise. Bonds purchased or otherwise acquired by the Republic may be held or resold or, at the discretion of the Republic, surrendered to the Agent for cancellation (together with (in the case of definitive Bonds) any unmatured Coupons attached thereto or purchased therewith). If purchases are made by tender, tenders must be made available to all holders of Bonds alike.

### **(3) Cancellation**

All Bonds redeemed, and all Bonds purchased or otherwise acquired as aforesaid and surrendered to the Agent for cancellation, shall be cancelled (together, in the case of definitive Bonds, with all unmatured Coupons presented therewith), and thereafter may not be re-issued or re-sold.

## **5. PAYMENTS**

Subject as provided below payments will be made in euro cheque drawn on, or by transfer to, a euro account maintained by the payee. Payments of principal and interest in respect of the Bonds will (subject as provided below) be made against presentation or surrender of such Bonds or Coupons, as the case may be, at any specified office of any Paying Agents outside the United States. If any Bonds are redeemed or become repayable in accordance with these Conditions prior to the Maturity Date, principal will be payable on surrender of each Bond. All payments of interest and principal with respect to Bonds will be made outside the United States. Upon the due date for redemption of any Bond all unmatured Coupons relating to such Bond (whether or not attached) shall become void and no payment shall be made in respect of them.

If any date for payment of any amount in respect of any Bond or Coupon is not a Payment Day, then the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to any further interest or other sum in respect of any such delay, unless such following Payment Day falls in the next calendar month, in which case payment will be on the first preceding day that is a Payment Day in the relevant place. For these purposes, “**Payment Day**” means (subject to Condition 8) any day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation; and
- (ii) a day on which the TARGET System is operating.

If the due date for redemption of any Bond is not an Interest Payment Date, interest accrued in respect of such Bond from (and including) the last preceding Interest Payment Date (or from the Interest Commencement Date, as the case may be) will be paid only against surrender of such Bond.

The name of the initial Agent and the other initial Paying Agent and their initial specified offices are set out below. The Republic reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that it will, so long as any of the Bonds is outstanding, maintain (i) an Agent and (ii) a Paying Agent (which may be the Agent) having a specified office in a leading financial centre in continental Europe which, so long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, shall be Luxembourg. Any such variation, termination or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Bondholders in accordance with Condition 11 and provided further that neither the resignation nor removal of the Agent shall take effect, except in the case of insolvency as aforesaid, until a new Agent has been appointed.

Furthermore, the Republic undertakes that any Paying Agent maintained shall have a specified office in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to the European Directive on the Taxation of Savings Income unless such obligation is imposed by the same European Directive.

Payments in respect of the Bonds will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment or to any European Community legal provision but without prejudice to the provisions of Condition 6.

## **6. TAXATION**

All payments of principal and/or interest in respect of the Bonds and Coupons will be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic or by or on behalf of any political subdivision thereof or any authority therein having power to tax (a "**Tax**"), unless deduction or withholding of such Tax is compelled by law. In that event the Republic will pay such additional amounts as will result (after such deduction or withholding) in the receipt by the holders of the Bonds or Coupons of the amounts which would otherwise have been receivable (in the absence of such deduction or withholding), except that no such additional amount shall be payable in respect of any Bond or Coupon presented for payment:

- (a) by or on behalf of a holder who is subject to such Tax in respect of such Bond or Coupon by reason of his being connected with the Republic (or any political subdivision thereof) otherwise than merely by holding such Bond or Coupon or receiving principal or interest in respect thereof; or
- (b) by or on behalf of a holder who would not be liable for or subject to such withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority if, after having been requested to make such a declaration or claim, such holder fails to do so; or
- (c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional payment on presenting the same for payment on the last day of such 30 day period; or
- (d) where such withholding or deduction is imposed on a payment to or for an individual and is required to be made pursuant to the European Union Directive on the Taxation of Savings Income.

The “**Relevant Date**” in relation to any Bond or Coupon means:

- (i) the due date for payment thereof; or
- (ii) (if the full amount of the monies payable on such date has not been received by the Agent on or prior to such due date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to the Bondholders in accordance with Condition 11 or individually.

Any reference in these Terms and Conditions to principal in respect of the Bonds shall be deemed to include, as applicable, any additional amounts which may be payable under this Condition by reason of a deduction or withholding of any amount from payments of principal.

Any reference in these Terms and Conditions to interest in respect of the Bonds shall be deemed to include, as applicable, any additional amounts which may be payable under this Condition by reason of a deduction or withholding of any amount from payments of interest.

## **7. EVENTS OF DEFAULT**

If any of the following events (each an “**Event of Default**”) occurs:

- (a) the Republic defaults in any payment of interest in respect of any of the Bonds or Coupons and such default is not cured by payment thereof within 30 days from the due date for such payment; or
- (b) the Republic is in default in the performance of any other covenant, condition or provision set out in the Bonds and continues to be in default for 30 days after written notice thereof shall have been given to the Republic by the holder of any Bond; or
- (c) in respect of any other External Indebtedness in an amount equal to or exceeding U.S.\$25,000,000 (or its equivalent), (i) such indebtedness is accelerated so that it becomes due and payable prior to the stated maturity thereof as a result of a default thereunder and such acceleration has not been rescinded or annulled or (ii) any payment obligation under such indebtedness is not paid as and when due and the applicable grace period, if any, has lapsed and such non-payment has not been cured; or
- (d) a general moratorium is declared by the Republic or the Bank of Greece in respect of its External Indebtedness or the Republic or the Bank of Greece announces its inability to pay its External Indebtedness as it matures; or
- (e) any government order, decree or enactment shall be made whereby the Republic is prevented from observing and performing in full its obligations contained in the Bonds,

then the holders for the time being of at least 25 per cent. of the aggregate principal amount of the outstanding Bonds may (i) give notice in writing to the Republic and to the Agent in accordance with Condition 11 that such Bonds are immediately due and payable at their principal amount together with accrued interest (if any) or (ii) decide at a meeting that such Bonds are immediately due and payable, whereupon such Bonds shall become immediately due and payable at their principal amount together with accrued interest (if any) and/or (iii) decide at a meeting that, if the case may be, litigation be instituted.



The holders of at least 66 2/3 per cent. of the aggregate principal amount of the Bonds (at the time being outstanding) may rescind (i) such notice of acceleration (ii) such decision to accelerate or (iii) such decision to institute litigation if the event or events of default giving rise to the declaration or to the decisions have been cured or waived. Such rescission shall be made by giving notice in writing to the Republic and to the Agent whereupon such declaration or decision shall be rescinded and have no further effect. No such rescission shall affect any other or any subsequent Event of Default or any right of any Bondholder in relation thereto. Such rescission will be conclusive and binding on all holders of the Bonds

## **8. PRESCRIPTION**

Claims for payment of principal in respect of the Bonds shall be prescribed upon the expiry of ten years, and claims for payment of interest in respect of the Bonds shall be prescribed upon the expiry of five years, in each case from the Relevant Date (as defined in Condition 6) thereof, subject to the provisions of Condition 5.

## **9. REPLACEMENT OF BONDS AND COUPONS**

If any Bond or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Republic may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

## **10. MEETINGS OF BONDHOLDERS AND MODIFICATION**

The Agency Agreement contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Agency Agreement. Such a meeting may be convened by the Republic and shall be convened by the Republic at any time upon the request in writing of the holder or holders of 10 per cent. or more in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing not less than 66 2/3 per cent. of the aggregate principal amount of the Bonds for the time being outstanding, or 25 per cent. of the aggregate principal amount of the Bonds for the time being outstanding at any adjourned meeting. However, at any meeting, the business of which is to:

- (i) change the due date for the payment of the principal, premium (if any) or any installment of interest on the Bonds;
- (ii) reduce or cancel the principal amount or redemption price or premium (if any) of the Bonds;
- (iii) reduce the portion of the principal amount which is payable upon acceleration of the maturity of the Bonds;
- (iv) reduce the interest rate on the Bonds or any premium payable upon redemption of the Bonds;
- (v) change the currency in which interest, premium (if any) or principal will be paid or the places at which interest, premium (if any) or principal of Bonds is payable;

- (vi) shorten the period during which the Issuer is not permitted to redeem Bonds, or permit the Republic to redeem Bonds if, prior to such action, the Republic is not permitted to do so;
- (vii) reduce the proportion of the principal amount of the Bonds whose vote or consent is necessary to modify, amend or supplement the Agency Agreement or the Terms and Conditions of the Bonds;
- (viii) reduce the proportion of the principal amount of the Bonds whose vote or consent is necessary to make, take or give any request, demand, authorisation, direction, notice, consent, waiver or other action provided to be made in the Agency Agreement or the Terms and Conditions of the Bonds;
- (ix) change the obligation of the Republic to pay additional amounts with respect to the Bonds;
- (x) change this definition, the definition of “outstanding” contained in the Agency Agreement or the definition of “Written Resolution” set out below;
- (xi) change the governing law provision of the Bonds;
- (xii) change the courts to the jurisdiction of which the Republic has submitted, its obligation under the Agency Agreement or the Terms and Conditions of the Bonds to appoint and maintain an agent for service of process or the waiver of immunity in respect of actions or proceedings brought by any holder based upon a Bond;
- (xiii) appoint a committee to represent Bondholders after an event of default occurs; (each a “**Reserved Matter**”)

the necessary quorum will be one or more persons holding or representing not less than 75 per cent. of the aggregate principal amount of the Bonds for the time being outstanding or not less than 50 per cent. of the aggregate principal amount of the Bonds for the time being outstanding at any adjourned meeting.

Resolutions may be duly passed as an Extraordinary Resolution at any meeting of the Bondholders or by Written Resolution and will be binding on all the Bondholders (whether or not they are present at such meeting and whether or not may sign the Written Resolution) and on all Couponholders.

An “**Extraordinary Resolution**” means a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the provisions above by or on behalf of the holders of: (i) in the case of a Reserved Matter, at least 75 per cent. of the aggregate principal amount of the Bonds for the time being outstanding or at least 50 per cent. at any adjourned meeting of aggregate principal amount of the Bonds for the time being outstanding, or (ii) in the case of a matter other than a Reserved Matter, at least 66 2/3 per cent. of the aggregate principal amount of the Bonds for the time being outstanding or at least 25 per cent. at any adjourned meeting of the aggregate principal amount of the Bonds for the time being outstanding.

A “**Written Resolution**” means a resolution in writing signed by or on behalf of the holders of: (i) in the case of a Reserved Matter, at least 75 per cent. of the aggregate principal amount of the Bonds for the time being outstanding, or (ii) in the case of a matter other than a Reserved Matter, at least 66 2/3 per cent. of the aggregate principal amount of the Bonds for

the time being outstanding. Any Written Resolution may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

The Republic and the Agent may, without the vote or consent of any holder of the Bonds, amend the Agency Agreement or the Bonds (Non-Material Amendments) for the purpose of:

- (i) adding to Republic's covenants for the benefit of the holders of the Bonds;
- (ii) surrendering any right or power conferred upon the Republic;
- (iii) securing the Bonds;
- (iv) curing any ambiguity or curing, correcting or supplementing any defective provision in the Bonds or the Agency Agreement; or
- (v) amending the Agency Agreement or any of the Bonds in any manner which the Republic and the Agent may determine and which is not inconsistent with the Bonds and does not adversely affect the interest of any holder of the Bonds;
- (vi) correcting at its opinion a manifest error of a formal, minor or technical nature or;
- (vii) complying with mandatory provisions of law or any other modification provided that such modification is not in the opinion of the Agent materially prejudicial to the interests of the Holders.

Any such modification, waiver or authorisation shall be binding on the Bondholders and any such modification unless the Agent otherwise requires, shall be notified by the Agent to the Bondholders as soon as practicable thereafter.

For the purposes of (i) ascertaining the right to attend and vote at any meeting of Bondholders, (ii) Condition 10 (Meetings of Bondholders and Modification) of the Offering Circular and Schedule 3 of the Agency Agreement (Provisions for Meetings of Bondholders) and (iii) Condition 7 (Events of Default) and for purposes of determining whether the required percentage of holders of the Bonds are present at a meeting for quorum purposes, or has consented to or voted in favour of any request, demand, authorisation, direction, notice, consent, waiver, amendment, modification or supplement to the Bonds or the Agency Agreement, or whether the required percentage of holders has delivered a notice of acceleration of the Bonds, any Bonds that the Issuer owns or controls directly or indirectly will be disregarded and deemed not to be outstanding. For this purpose, Bonds owned, directly or indirectly, by the Bank of Greece or any of the Republic's local authorities and other local authorities' entities will not be regarded as, or deemed to be, owned or controlled, directly or indirectly by the Republic.

**“Control”** means the power, directly or indirectly, through the ownership of voting securities or other ownership interests or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

Before any request is made or notice is delivered or Written Resolution is signed by any Bondholder in accordance with the provisions of this Condition 10 or Condition 7, the relevant Bondholder must deposit its Bonds with any Paying Agent and obtain two copies of an acknowledgment of receipt (an **“Acknowledgment”**) signed and dated by the relevant

Paying Agent and certifying the nominal amount of Bonds so deposited. Any request so made, notice so given or Written Resolution so signed by any Bondholder must be accompanied by an Acknowledgment issued to the Bondholder. Bonds so deposited will not be released until the earlier of (i) the thirtieth day after the date of deposit and (ii) the request, notice or Written Resolution becoming effective in accordance with these Terms and Conditions and will only be released against surrender of a relevant Acknowledgment.

## **11. NOTICES**

(A) All notices to the Bondholders will be valid if published, so long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, in the *Luxemburger Tageblatt* or any other daily newspaper of general circulation in Luxembourg. Such notice shall be deemed to have been given on the date of such publication in the relevant newspaper or, if published more than once, on the date of the first such publication. If publication is not practicable in any such newspaper as is mentioned above, notices will be valid if given in such other manner, and shall be deemed to have been given on such dates, as the Agent shall determine. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition 11. Notices to the Republic to be given by any holder of the Bonds shall be in writing and given by lodging the same, together with the relative Bond or Bonds, with the Agent. A copy of any notice under Condition 7 must, to be valid, also be delivered to Ministry of Finance, General Accounting Office, Public Debt Directorate at the following address:

Ministry of Finance  
General Accounting Office  
Public Debt Directorate  
37 Panepistimiou St.  
101 65 Athens – Greece  
Tel. 00 30 210 3338 360  
Fax. 00 30 210 3234 967

## **12. AGENT AND PAYING AGENTS**

In acting under the Agency Agreement, the Paying Agents will act solely as agents of the Republic and do not assume any obligations or relationships of agency or trust to or with the Bondholders or Couponholders. The Agency Agreement contains provisions for the indemnification of the Paying Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Republic without being liable to account to the Bondholders or the Couponholders for any resulting profit.

## **13. FURTHER ISSUES**

The Republic shall be at liberty from time to time without the consent of the Bondholders or Couponholders to create and issue further Bonds having terms and conditions the same as the Bonds or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single series with and increase the aggregate principal amount of the outstanding Bonds.

## **14. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

The Agency Agreement, the Bonds and the Coupons are governed by, and shall be construed in accordance with, English law.

The Republic irrevocably agrees, for the exclusive benefit of the Paying Agents, the Bondholders and the Couponholders, that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Agency Agreement, the Bonds and/or the Coupons and that accordingly any suit, action or proceedings arising out of or in connection with the Agency Agreement, the Bonds and the Coupons (together referred to as “**Proceedings**”) may be brought in such courts.

The Republic hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take Proceedings against the Republic in any other court of competent jurisdiction, and the taking of Proceedings in one or more jurisdictions shall not preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not. The Republic appoints the Economic and Commercial Counsellor for the time being of the Greek Embassy, 1a Holland Park, London W11 3TP, Fax 00 44 20 7727 9934 as its agent for service of process in England, and undertakes that, in the event of such agent ceasing so to act or no longer having an address in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve Proceedings in any other manner permitted by law.

The Republic hereby irrevocably and unconditionally waives with respect to the Agency Agreement, the Bonds and/or the Coupons any right to claim immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment validly made or given in connection with any Proceedings. Notwithstanding the foregoing, the property of the Republic is subject to execution and attachment to the extent permitted by the international conventions and Greek law.

## **15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

*A judicial fee (being at the date hereof at the rate of approximately one per cent. of the amount claimed) will be payable to the Republic upon the commencement of Proceedings in the courts of the Republic to obtain a judgment, or to enforce a judgment obtained in any jurisdiction outside the Republic, for the payment of any sum due from the Republic. This judicial fee may be recoverable from the defeated party by the person commencing such Proceedings if such person is successful in such Proceedings.*

## **SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE IN GLOBAL FORM**

The Temporary Global Bond and Permanent Global Bond contain provisions which apply to the Bonds while they are in global form, some of which modify the effect of the terms and conditions of the Bonds set out in this document. The following is a summary of certain of those provisions:

### **1. EXCHANGE FOR DEFINITIVE BONDS**

- (i) The Temporary Global Bond will be exchangeable, in whole or in part, for the Permanent Global Bond not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership.
- (ii) The Permanent Global Bond is exchangeable in whole but not, in part, for definitive bearer Bonds only if (a) Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of legal holidays) or have announced an intention permanently to cease business and no alternative clearance system satisfactory to the Agent is available; or (b) the Republic or any person acting on its behalf is obliged to pay additional amounts as provided for or referred to in Condition 6 which would not be required were the Bonds in definitive bearer form; or (c) an Event of Default (as defined in Condition 7) has occurred and is continuing.

If principal in respect of any Bonds is not paid when due and payable the holder of the Permanent Global Bond may by notice to the Agent (which may but need not be the default notice referred to in “*Default*” below) require the exchange of a specified principal amount of the Permanent Global Bond (which may be equal to or (provided that, if the Permanent Global Bond is held by or on behalf of a clearing system, that clearing system agrees) less than the outstanding principal amount of Bonds represented thereby) for definitive Bonds on or after the exchange date specified in such notice.

On or after any exchange into definitive Bonds the holder of the Permanent Global Bond may surrender the Permanent Global Bond or, in the case of a partial exchange, present it for endorsement to or to the order of the Agent. In exchange for the Permanent Global Bond, or the part thereof to be exchanged, the Republic will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Bonds in bearer form (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Bond), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Parts III, IV and V of Schedule 2 to the Agency Agreement. On exchange in full of the Permanent Global Bond, the Republic will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant definitive Bonds.

### **2. PAYMENTS**

No payment will be made on the Temporary Global Bond unless exchange for an interest in the Permanent Global Bond is improperly withheld or refused provided that, in the case of an improper withholding of, or refusal to exchange, an interest in the Permanent Global Bond, a certificate of non-U.S. beneficial ownership has been properly provided.

Payments of principal and interest in respect of Bonds represented by the Permanent Global Bond will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of the Permanent Global

Bond to or to the order of the Agent or such other Paying Agent as shall have been notified to the Bondholders for such purpose. A record of each payment so made will be endorsed on the appropriate schedule to the Permanent Global Bond, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Bonds.

### **3. NOTICES**

Notices shall be given as provided in Condition 11, save that so long as the Bonds are represented by the Temporary Global Bond or Permanent Global Bond and the Temporary Global Bond or Permanent Global Bond is held on behalf of a clearing system, in addition to publication as required by Condition 11, notice may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders.

### **4. PURCHASE AND CANCELLATION**

Cancellation of any Bond to be cancelled following its purchase by the Republic will be effected by reduction in the principal amount of the Permanent Global Bond.

### **5. DEFAULT**

The global Bonds provide that the holder may cause the global Bond or a portion of it to become due and payable in the circumstances described in Condition 7 by stating in the notice to the Republic the principal amount of Bonds which is being declared due and payable.

## USE OF PROCEEDS

The net proceeds from the issue of Bonds, which are estimated to be approximately Euro 1,001,660,000, will be used by the Republic for its general funding purposes.

## GREEK TAXATION

**The comments below are of a general nature and are based on the provisions of tax laws currently in force in Greece. Bondholders who are in doubt as to their personal tax position should consult their professional advisers.**

All payments due from the Republic in respect of principal or interest in respect of the Bonds may be made free and clear of, and without deduction or withholding for or on account of any Greek taxes provided that the holder of the relevant Bond or, as the case may be, Coupon is not subject to such tax by reason of his being connected with the Republic or otherwise than merely by holding such Bond or Coupon.

No additional amount shall be payable in respect of any Bond presented to or for payment where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Union Directive on the Taxation of Savings Income.

Holders of the Bonds, regardless of whether they are residents or not for tax purposes in the Republic, will not be subject to Greek taxes or duties on capital gains realised from the sale or redemption of their Bonds or Coupons.

No stamp, registration or similar taxes are currently payable in the Republic in respect of execution or delivery of any of the documents in connection with the execution, issue or transfer of any of the Bonds or Coupons.



## SUBSCRIPTION AND SALE

Deutsche Bank AG (the “**Manager**”) has, pursuant to a Subscription Agreement dated 29 April 2004 (the “**Subscription Agreement**”), agreed with the Republic to subscribe and pay for the Bonds at the issue price of 100.376 per cent. of the principal amount of the Bonds. The Republic has agreed to pay the Manager a commission in an amount as agreed between the Manager and the Republic.

The Manager is entitled to terminate the Subscription Agreement in certain circumstances prior to payment to the Republic.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the United States or to U.S. persons. The Manager has agreed that it will not offer, sell or deliver any Bonds within the United States or to U.S. persons, except as permitted by the Subscription Agreement.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

The Manager has agreed that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

## GENERAL INFORMATION

1. The issue of the Bonds has been duly authorised pursuant to (a) article 1 of Law 2187/94 of the Republic, as amended and supplemented by Article 11 of Law 2628/98 of the Republic, (b) Law 2198/94 of the Republic and (c) Ministerial Decision No. 2/44514/0004 dated 16 June 1999 of the Minister of Finance.
2. Application has been made to list the Bonds on the Luxembourg Stock Exchange. As long as the Bonds are listed on the Luxembourg Stock Exchange, the Republic will maintain a Paying Agent having a specified office in Luxembourg.
3. The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg with a Common Code of 019135284. The ISIN code for the Bonds is XS0191352847.
4. Copies of the Agency Agreement, incorporating the respective forms of the global Bonds and the definitive Bonds, and the Deed of Covenant, may be inspected on any business day (Saturdays and public holidays excepted) at the specified offices of the Paying Agents.
5. The Bonds and Coupons will contain the following legend “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.

## **THE ISSUER**

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Ministry of Finance  
Public Debt Management Agency  
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## **THE MANAGER**

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## **FISCAL AGENT**

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## **PAYING AGENT AND LISTING AGENT**

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