

**INVITATION**  
**TO A BONDHOLDERS' MEETING**  
of bondholders (hereinafter the "Bondholders") of the €300,000,000 common bond loan  
(hereinafter the "CBL") issued by "PRODEA REAL ESTATE INVESTMENT SOCIETE  
ANONYME" with G.E.MI. number 3546201000 and HELLENIC CAPITAL MARKET  
COMMISSION Decision no. 6/458/13.12.2007 (hereinafter the "Company"), pursuant to the  
Common Bond Loan Issuance Program up to €300,000,000 dated 09.07.2021 and the  
Bondholders' Agent Agreement (hereinafter the "CBL Program")

PRODEA Investments is the largest real estate investment company in the Greek market.

The Company's business activity includes not only the acquisition and leasing but also the sale of real estate. The Company is implementing a strategy to rebalance the composition of its portfolio emphasizing in segments of Hospitality and logistics and divestment from "mature" assets of other segments.

Company's target is the formation of an investment portfolio aligned with modern investment trends, especially for markets such as Greece.

Taking into account the above, it is proposed to update the CBL Programme through the amendment of specific terms thereof, so that the operation of the CBL Programme is aligned with the Company's business activity to the benefit of the Company and the Bondholders.

In accordance with terms 18.1 and 18.3(a)(i) of the CBL Programme, the Board of Directors of the Company, pursuant to its decision of 04.12.2025 invites the Bondholders of the CBL to a **bondholders' meeting on Monday 15.12.2025 at 10:00 a.m., which will be held at the Company's offices, 9 Chrysospiliotissis Street, PC 10560, Athens, with the possibility, for those Bondholders who wish so, to participate remotely, by electronic means and without physical presence**, as further set out below, to discuss and resolve on the following agenda items:

**AGENDA ITEMS:**

**FIRST ITEM: Approval by the Bondholders of the possibility to take into account amounts deposited in the Debt Service Reserve Account (DSRA) for the purposes of calculation of the compliance with the ratios set by reference to the Unencumbered Assets, through incorporating the following amendments and adjustments into Clauses 1.1, 13.1, 14.1(x), 14.1(xx) and 18.3(b) and Annex A of the CBL Programme and by adding new Annexes D1 and D2, and granting authorization to the Bondholders' Agent to codify and execute the amended CBL Programme, as follows:**

i. Addition of a new definition in Clause 1.1 of the CBL Programme, as follows:

*"Reserved DSRA Amount means the amount standing to the credit of the Debt Service Reserve Account (DSRA) in accordance with Clause 14.1(xx)(f) of the Programme."*

ii. Addition of new item (xvii) to Clause 13.1 of the CBL Programme, as follows:

*“(xvii) The content of, and the statements made by, the Issuer in the DSRA Payment Confirmation and the DSRA Withdrawal Confirmation, pursuant to clause 14.1(xx)(f), are accurate and true.”*

iii. Amendment of Clause 14.1(x) of the CBL Programme, as follows:

*“(A) The Issuer shall ensure that, progressively, subject to the provisions under (B) below, and in any case no later than the fifth (5th) anniversary of the Issue Date, and thereafter until the Maturity Date, there shall exist assets, in Greece and/or abroad, owned by the Group and capable of but entirely free of Security Interests, as well as cash amounts as further specified under (C) below (the ‘**Unencumbered Assets**’), the aggregate value of which, as further specified under (D) below, shall not be less than an amount at least equal to one hundred per cent (100%) of the then outstanding principal of the Bonds.*

*(B) In particular, the Issuer shall ensure that:*

- (i) progressively, and in any case no later than the first (1st) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to twenty per cent (20%) of the then outstanding principal of the Bonds;*
- (ii) progressively, and in any case no later than the second (2nd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to forty per cent (40%) of the then outstanding principal of the Bonds;*
- (iii) progressively, and in any case no later than the third (3rd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to sixty per cent (60%) of the then outstanding principal of the Bonds;*
- (iv) progressively, and in any case no later than the fourth (4th) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to eighty per cent (80%) of the then outstanding principal of the Bonds.*

*(C) Unencumbered Assets may consist, exclusively, of (a) real estate properties, in Greece and/or abroad, of full ownership by the Group, capable of but entirely free of Security Interests; and/or (b) direct and/or indirect participation interests of the Issuer in legal entities or arrangements (shares, units or other relevant participation interests), in Greece and/or abroad, capable of but entirely free of Security Interests; and (c) the DSRA Reserved Amount, subject to the limitation that, as of the fifth (5th) anniversary of the Issue Date and thereafter, the percentage comprised of participation interests of which the Issuer does not hold one hundred per cent (100%), directly and indirectly, may not exceed thirty per cent (30%) of the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least equal to seventy per cent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds one hundred per cent (100%), directly and indirectly and/or cash amounts maintained as the DSRA Reserved Amount.*

*(D) For the purposes of calculating the value of the Issuer’s real estate properties and participation interests that constitute from time to time elements of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Investment Statement shall be taken into account, save for any participation interests of which the Issuer does not hold one hundred per cent (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Investment Statement shall be taken into account less a twenty-five per cent (25%) reduction. Furthermore, for the purposes of calculating the value of*

*properties referred to in item (C)(a) above of full ownership by the Group other than the Issuer, their value as determined by the Issuer's independent regular valuers and used for the reflection of participation value in the most recent Semi-Annual Investment Statement shall be taken into account.*

*It is hereby understood and is expressly clarified that, in respect of properties comprising an element of the Unencumbered Assets, the participation interests, whether direct or indirect, which relate to the same properties, may not be also counted towards the Unencumbered Assets.*

*(E) The above value calculated under (D) as well as the discrete elements of the Unencumbered Assets from time to time described under (C) above are specified, calculated and confirmed in the Compliance Certificate pursuant to Clause 14.1(ix) hereof."*

iv. Amendment of item (c) of Clause 14.1(xx) of the CBL Programme, as follows:

*"(c) The amount provided in paragraph (xx)(e) and any amount provided in paragraph (xx)(f) of this Clause 14.1 (Issuer's Obligations) shall be mandatorily deposited in the Debt Service Reserve Account (DSRA) during the life of the Bond Loan, with relevant notice to the Bondholders' Agent from the Issuer regarding such deposits as soon as possible following their making."*

v. Addition of a new item (f) to Clause 14.1(xx) of the CBL Programme, as follows:

*"(f) The Issuer may, throughout the term of the Bond Loan, make payments into the DSRA Bond Loan Security Account (the "**DSRA Reserved Amount**"). The DSRA Reserved Amount is included among the items taken into account for the calculation of the Unencumbered Assets as provided in Clause 14.1(x). Each payment into the DSRA shall be made upon delivery by the Issuer to the Bondholders' Agent of a written confirmation by which it (i) informs the Bondholders' Agent of the deposit of the relevant amount into the DSRA Bond Loan Security Account made pursuant to this term of the Programme within one (1) Business Day from the deposit date, as well as the reason for such payment, and (ii) certifies that each amount deposited into the DSRA Bond Loan Security Account has been calculated and deposited in full compliance with the terms of the Programme (the "DSRA Payment Confirmation" in the form set out in Annex D1). For the release of any amount from the DSRA Bond Loan Security Account, the Issuer shall deliver to the Bondholders' Agent a written confirmation at least five (5) Business Days prior to the relevant release date, which (i) specifies the release date, (ii) states the amount for which release is requested, identifying precisely its source with reference to the corresponding DSRA Payment Confirmation, (iii) states the reason for the requested release, namely the Clause of the Programme under which release of the relevant amount is requested and its intended use, and (iv) certifies that the calculation of the amount for which release is requested and its use is in full compliance with the terms of the Programme (the "DSRA Withdrawal Confirmation" in the form set out in Annex D2)."*

vi. Amendment of the third paragraph of Clause 18.3(b) of the CBL Programme, as follows:

*"The Bondholders' Meeting shall convene either at the offices of the Bondholders' Agent or the Issuer, or at another location in Athens, or remotely by audiovisual or other electronic*

means, without the physical presence of the Bondholders, as specified each time in the invitation. In the case of a remote meeting, the Issuer, following relevant notification from the Bondholders' Agent, shall take adequate measures so that: (...)”

vii. Amendment of Annex A (“Form of Compliance Certificate”) of the CBL Programme, as follows:

(A) Amendment of the fourth item of the third paragraph of Annex A of the CBL Programme, as follows:

“• The Unencumbered Assets/Outstanding principal of the Bonds equals [•]. [Accordingly, the Unencumbered Assets are not less than [20% / 40% / 60% / 80% / 100%]<sup>2</sup> of the outstanding principal of the Bonds.]

*In more detail, the Unencumbered Assets consist of [(a) real estate, [in Greece] [and] [abroad], owned in full by the Group, in the amount of [•] [and/or] [(b) [direct] [and] [indirect] participation interests of the Issuer in legal [persons] [and] [arrangements] (shares, units or other similar equity interests), in [Greece] [and] [abroad], in the amount of [•] [and] [(c) the DSRA Reserved Amount amounting to [•] Euro].]<sup>3</sup>*

*[The participation interests of which the Issuer does not hold all (100%), directly and indirectly, and which constitute items of the Unencumbered Assets amount to [•], taking into account a 25% impairment.]<sup>4</sup> [The percentage of the Unencumbered Assets that consists of participation interests of which the Issuer does not hold all (100%), directly and indirectly, amounts to [•]% and therefore does not exceed thirty percent (30%) of the total Unencumbered Assets, as provided in the CBL Programme.]<sup>5</sup>”*

(B) Amendment of item VII of the section “ANNEX TO THE COMPLIANCE CERTIFICATE” of Annex A of the CBL Programme, as follows:

*“VII. Unencumbered Assets may consist, exclusively, of (a) real estate, in Greece and/or abroad, owned in full by the Group and capable of being subject to, but entirely free of, Security Interests and/or (b) direct and/or indirect participation interests of the Issuer in legal persons or arrangements (shares, units or other similar equity interests), in Greece and/or abroad, capable of being subject to, but entirely free of, Security Interests, and (c) the DSRA Reserved Amount, with the limitation that, on the fifth (5th) anniversary of the Issue Date and thereafter, the percentage consisting of participation interests of which the Issuer does not hold all (100%), directly and indirectly, may not exceed thirty percent (30%) the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least equal to seventy percent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds all (100%), directly and indirectly, and/or cash amounts maintained as the DSRA Reserved Amount.*

*For the calculation of the value of the Issuer's real estate and participation interests that from time to time constitute items of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Statement of Investments shall be taken into account, with the exception of any participation interests of which the Issuer does not hold all (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Statement of Investments reduced by twenty-five percent (25%) shall be taken into account. Also, for the*

calculation of the value of the real estate referred to in item (a) above that is owned in full by the Group other than the Issuer, their value as determined by the Issuer's independent regular valuers and used to reflect the participation value in the most recent Semi-Annual Statement of Investments shall be taken into account."

(C) Amendment of Table D ("Method of Calculation of Unencumbered Assets/Outstanding") of the section "ANNEX TO THE COMPLIANCE CERTIFICATE" of Annex A of the CBL Programme, by adding a reference to the DSRA Reserved Amount and the corresponding amendment of the calculation of the Unencumbered Assets as follows:

"[.]

DSRA Reserved Amount (d)

XXX

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Unencumbered Assets (e) = (a) + (b) + (c) + (d)  
XXX"

(D) Amendment of the definition "Unencumbered Assets" and addition of a new definition "DSRA Reserved Amount" in the subsection "Definitions" of the section "ANNEX TO THE COMPLIANCE CERTIFICATE" of Annex A of the CBL Programme, as follows:

**"Unencumbered Assets** may consist, exclusively, of (a) real estate, in Greece and/or abroad, owned in full by the Group and capable of being subject to, but entirely free of, Security Interests and/or (b) direct and/or indirect participation interests of the Issuer in legal persons or arrangements (shares, units or other similar equity interests), in Greece and/or abroad, capable of being subject to, but entirely free of, Security Interests, and (c) the DSRA Reserved Amount, with the limitation that, on the fifth (5th) anniversary of the Issue Date and thereafter, the percentage of the Unencumbered Assets that consists of participation interests of which the Issuer does not hold all (100%), directly and indirectly, may not exceed thirty percent (30%) of the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least equal to seventy percent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds all (100%), directly and indirectly, and/or cash amounts maintained as the DSRA Reserved Amount.

For the calculation of the value of the Issuer's real estate and participation interests that from time to time constitute items of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Statement of Investments shall be taken into account, with the exception of any participation interests of which the Issuer does not hold all (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Statement of Investments reduced by twenty-five percent (25%) shall be taken into account. Also, for the calculation of the value of the real estate referred to in item (a) above that is owned in full by the Group other than the Issuer, their value as determined by the Issuer's independent regular valuers and used to reflect the participation value in the most recent Semi-Annual Statement of Investments shall be taken into account.

In particular, the Issuer shall ensure that:

- (i) gradually, and in any event no later than the lapse of the first (1st) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to twenty percent (20%) of the then outstanding principal of the Bonds,
- (ii) gradually, and in any event no later than the lapse of the second (2nd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to forty percent (40%) of the then outstanding principal of the Bonds,
- (iii) gradually, and in any event no later than the lapse of the third (3rd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to sixty percent (60%) of the then outstanding principal of the Bonds,
- (iv) gradually, and in any event no later than the lapse of the fourth (4th) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to eighty percent (80%) of the then outstanding principal of the Bonds."

**"DSRA Reserved Amount** means the amount that shall be deposited in the DSRA Bond Loan Security Account in accordance with Clause 14.1(xx)(f) of the Programme."

viii. Addition of new Annexes D1 ("DSRA PAYMENT CONFIRMATION") and D2 ("DSRA WITHDRAWAL CONFIRMATION") of the CBL Programme, as follows:

**"ANNEX D1 – DSRA PAYMENT CONFIRMATION**

To

Bondholders' Agent PIRAEUS BANK

Date: [●]

Dear Sirs,

**Common Bond Loan Programme of up to €300,000,000**

We refer to the Common Bond Loan Issuance Programme of up to €300,000,000 with issue date 09.07.2021, as amended on [-].12.2023 and on [-].12.2025 and in force (the "CBL Programme"), in relation to which you act as Bondholders' Agent.

Capitalised terms have the meaning given to them in the CBL Programme. This constitutes a DSRA Payment Confirmation pursuant to Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme.

We hereby inform you that on [-] (DATE) the Issuer will deposit the amount of Euro [€-] into the DSRA Bond Loan Security Account under Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme in order to comply with Clause 14.1(x) of the CBL Programme regarding the Unencumbered Assets/ 14.1.(ix) of the CBL Programme]. The calculation and the deposit of the aforementioned amount of Euro [€-] into the DSRA Bond Loan Security Account are made in full compliance with the terms of the Programme.

Further to the above payment, we certify that the total amount deposited in the DSRA Bond Loan Security Account as of the date hereof amounts to Euro [•] (€[•]), taking into account the

payment(s) made on [•], which corresponds/correspond to the DSRA Payment Confirmation(s) dated [•].

Yours faithfully, For the Issuer (Signature)

[Authorised Representative]”

## **“ANNEX D2 – DSRA WITHDRAWAL CONFIRMATION**

To

Bondholders’ Agent PIRAEUS BANK

Date: [•]

Dear Sirs,

### **Common Bond Loan Programme of up to €300,000,000**

We refer to the Common Bond Loan Issuance Programme of up to €300,000,000 with issue date 09.07.2021, as amended on [-].12.2023 and on [-].12.2025 and in force (the “VBL Programme”), in relation to which you act as Bondholders’ Agent.

Capitalised terms have the meaning given to them in the CBL Programme. This constitutes a DSRA Withdrawal Confirmation pursuant to Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme.

We hereby inform you that on [-] (DATE) the Issuer will proceed with the release of the amount of Euro [€-] from the DSRA Bond Loan Security Account under Clause [14.1(xx)(f) / 14.1 (xx) (e)] of the CBL Programme. Such amount has been deposited in the DSRA Bond Loan Security Account pursuant to the DSRA Payment Confirmation(s) dated [-] (DATE). The Issuer requests the release pursuant to Clause [14.1(xx)(f) / 14.1 (xx) (e)] of the CBL Programme, since after the requested release it will continue to comply with Clause 14.1(x) of the CBL Programme regarding the Unencumbered Assets and subject to the provisions of Clause 14.1(xx)(e) regarding the maintenance of the amounts referred to in that Clause, while the said amount of the release is intended to be used for serving the Issuer’s business purpose. The calculation and the release/withdrawal of the aforementioned amount of Euro [€-] from the DSRA Bond Loan Security Account are made in full compliance with the terms of the Programme.

Further to the above withdrawal, we certify that the total amount deposited in the DSRA Bond Loan Security Account as of the date hereof amounts to Euro [•] (€[•]), taking into account the payment(s) made on [•], which corresponds/correspond to the DSRA Payment Confirmation(s) dated [•].

Yours faithfully, For the Issuer (Signature)

[Authorised Representative]”

**SECOND ITEM: Approval by the Bondholders of the amendment of Clauses 9.3.2 to 9.3.6 of Clause 9.3 of the CBL Programme ("Early redemption of Bonds by the Issuer (Call Option)") and granting authorization to the Bondholders' Agent to codify and execute the amended CBL Programme, as follows:**

*"9.3.2. Following the expiry of the sixth (6th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the eighth (8th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.*

*9.3.3. Following the expiry of the eighth (8th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the tenth (10th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to sixty per cent (60%) of the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.*

*9.3.4. Following the expiry of the tenth (10th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the twelfth (12th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to thirty per cent (30%) of the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.*

*9.3.5. Following the expiry of the twelfth (12th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the thirteenth (13th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes.*

*9.3.6. The early redemption of all or part of the principal of the Bonds at the initiative of the Issuer pursuant to this Clause 9.3 (i.e., as provided for in Clauses 9.3.2 to and including 9.3.5 above) presupposes written notification of the Bondholders' Agent and, consequently, of the Bondholders via an announcement of the Issuer on the Athens Exchange, at least fifteen (15) days and not more than forty (40) days prior to the scheduled early redemption date. Such announcement shall irrevocably bind the Issuer to prepay the amount of the Debt at the time and under the terms stated therein. In every case of partial early redemption of Bond principal, a principal amount of an aggregate Nominal Value of at least thirty million euro (€30,000,000) shall mandatorily be prepaid, whereas each partial prepayment amount shall be applied to reduce the Nominal Value of all Bonds pro rata. Furthermore, a condition for any partial early redemption is*



*that the aggregate Nominal Value of the Bonds remaining outstanding after the relevant early redemption amounts to at least fifty million euro (€50,000,000)."*

In the event the quorum provided for in the CBL Programme is not met, the Bondholders are invited to a repeat Bondholders' Meeting, which will be held on 17.12.2025, at 10:00 a.m., at the Company's offices, 9 Chrysospyliotissis Street, 10560, Athens, with the parallel option for Bondholders who so wish to participate remotely, by electronic means and without physical presence, to discuss and resolve on the items of the agenda, without the publication of a new invitation.

Capitalized terms included in this invitation without being defined herein shall have the meaning assigned to them in the CBL Programme.

#### **A. Required quorum**

In accordance with the terms of the CBL Programme, the Bondholders' Meeting has quorum and validly adopts resolutions on the above agenda items as follows:

With respect to the **First Item** and the **Second Item**, the Bondholders' Meeting has quorum and validly adopts a resolution if one or more Bondholders are present who hold Bonds representing at least 50% of the then total outstanding principal of the CBL. In the case of a repeat Meeting, the Bondholders' Meeting has quorum and validly adopts resolutions if one or more Bondholders are present who hold Bonds representing at least 20% of the then total outstanding principal of the CBL.

In accordance, as applicable, with the terms of the CBL Programme, provided that the Bondholders' Meeting has quorum as above, adoption of resolutions on the agenda items requires a majority of Bondholders as follows:

#### **B. Required majority**

With respect to the **First Item** and the **Second Item**, a resolution by the Majority of Bondholders is required, i.e., Bondholders holding more than fifty percent (50%) of the aggregate outstanding nominal value (principal) of the Bonds represented at the Meeting.

In any case, for the purposes of calculating the above quorum and majority thresholds, Bonds possibly held by Non-Voting Bondholders, within the meaning of the terms of the CBL Programme, shall not be taken into account.

The resolution of the Meeting shall bind all Bondholders even if they did not participate in the Meeting or did not agree with it.

#### **C. Right to participate and vote in the Bondholders' Meeting**

In the Bondholders' Meeting, those entitled to participate and vote are those appearing as holders of Bonds in the records of the Dematerialized Securities System (D.S.S.) managed by "Hellenic Central Securities Depository S.A." (ATHEXCSD) or identified as such through registered intermediaries or other intermediaries, in compliance with applicable law, at the commencement of the fifth (5th) Business Day prior to the date of the Meeting (the **Record**

**Date**), with the exception of Non-Voting Bondholders as defined in the CBL Programme. The Record Date for both the Meeting of 15.12.2025 and the repeat Meeting of 17.12.2025 is 08.12.2025.

Proof of the bondholder status is made by any lawful means and, in any event, on the basis of information received by the Bondholders' Agent up to and before the commencement of the Meeting from ATHEXCSD or through the above intermediaries.

Bondholders may participate in the Bondholders' Meeting in person or by proxy, in the latter case by completing and signing the relevant proxy form, which is available on the Company's website (see section C below).

In order for Bondholders to participate in the Bondholders' Meeting, they must submit any documentation evidencing their authorization and representation (as well as any powers of attorney for participation in the Bondholders' Meeting by proxy or the revocation thereof, as set out in section D) to the Bondholders' Agent two (2) Business Days prior to the date of the meeting, i.e., by 11.12.2025 at 10:00 a.m., by depositing them with Piraeus Bank S.A. in its capacity as Bondholders' Agent, [with the competent Service Department, to the attention of Messrs. Liakos V. and Sgagias I. (tel. +30 210-3288737 & +30 210-3335039) or by sending them by e-mail to [corporatebondsservices@piraeusbank.gr](mailto:corporatebondsservices@piraeusbank.gr), as set out in detail below.

Bondholders who hold a percentage representing at least  $\frac{1}{4}$  of the Company's share capital are not entitled to vote at the Bondholders' Meeting, in accordance with the terms of the CBL Programme and applicable law. By their participation in the Meeting, either in person or remotely by audiovisual means, whether in person or by proxy, the Bondholders declare that no circumstances exist in respect of them that would fall under the above prohibition and, to that extent, that they are entitled to participate and vote at the Bondholders' Meeting of 15.12.2025 or at any repeat thereof.

#### **D. Procedure for participation by proxy**

Each Bondholder entitled to participate and vote as above may participate in the Bondholders' Meeting either in person or by proxy. Each Bondholder may appoint up to three (3) proxies. The limitation applies per securities account; thus, if a Bondholder holds Bonds appearing in more than one securities account, such limitation does not prevent the Bondholder from appointing up to three (3) proxies for the Bonds appearing in each securities account in relation to the Bondholders' Meeting. Specifically, Bondholders intending to participate in the Bondholders' Meeting of 15.12.2025 or any repeat thereof remotely in real time via teleconference may appoint only one (1) proxy.

A proxy acting for more than one person entitled to participate may cast votes differently for each of them. Non-compliance by the proxy with the instructions received does not affect the validity of the Meeting's resolutions, even if the proxy's vote was decisive for their adoption.

The power of attorney is freely revocable. The revocation of a proxy for participation in the Bondholders' Meeting is made in writing and notified to the Bondholders' Agent at least two (2) business days prior to the scheduled date of the Meeting.

The proxy is obliged to disclose to the Bondholders' Agent before the commencement of the Meeting any specific fact that may be useful to the Bondholders for the evaluation of the risk

that the proxy may serve interests other than those of the Bondholder. A Bondholder may not be represented at the Bondholders' Meeting by a person having any of the capacities set out in paragraph 2 of Article 99 of Law 4548/2018 in relation to the Company.

#### **E. Procedure for remote participation and voting in the Bondholders' Meeting in real time via teleconference**

In order for Bondholders to participate and vote in the Bondholders' Meeting of 15.12.2025 or any repeat thereof remotely in real time via teleconference without their physical presence, the creation and use of an electronic account of the Bondholder or his/her proxy is required on the electronic platform developed by Hellenic Exchanges – Athens Stock Exchange S.A. for the provision of general meeting services remotely in real time via teleconference to issuing companies at <https://axia.athexgroup.gr/>.

The web platform is provided by "Hellenic Central Securities Depository S.A.", while the teleconference service used is Zoom meetings by Zoom Video Communications Inc.

Access to the electronic platform requires a computer or a smartphone or tablet with a web browser installed and the ability to access the internet. To create the account of the Bondholder or his/her proxy on the above electronic platform, a valid e-mail address and mobile telephone number of the Bondholder or his/her proxy is required.

In case that, upon entry to the electronic platform, the above details inserted by the Bondholder do not match the details registered in the Dematerialized Securities System or the identification details that have been notified to the Company by "Hellenic Central Securities Depository S.A." within the framework of the services for facilitating bondholders' identification checks for remote assemblies provided to issuing sociétés anonymes pursuant to ATHEXCSD Board decision No. 8, "Technical terms and procedures for the provision of the Registry, Corporate and other related Acts Service," the Bondholder must update or refresh the above details in order to create the account. Specifically for the proxies of Bondholders and their representatives, their details (mobile and e-mail) must be notified to the Bondholders' Agent upon submission of the representation/ proxy appointment forms so that they may have access to the web platform and the teleconference in order to exercise the rights of the Bondholders they represent.

To this end, Bondholders are requested to promptly contact the Participant of the Securities Account in the D.S.S. or other intermediary acting as the Bondholder's custodian through whom their Bonds are held, in order to communicate or/and update their valid e-mail address and mobile telephone number for their identification.

On the date of the Meeting, Bondholders, in order to participate in its proceedings, must connect, via a link sent to them by e-mail, in due time to the Web Platform at least fifteen (15) minutes prior to the scheduled start time of the Meeting as announced in the invitation and declare the number of voting rights with which they will participate and vote at the Meeting and, if they wish, amend it (downwards).

Bondholders who participate in the Meeting via teleconference in real time shall be taken into account for the formation of quorum and majority and shall be able to effectively exercise their rights during the Meeting. Bondholders shall, accordingly, be able:

- a) to follow the conduct of the Bondholders' Meeting by electronic or audiovisual means;
- b) to take the floor and address the Bondholders' Meeting orally during the Meeting, while, at the same time, through the web platform they will be able:
  - i. to vote in real time during the Meeting on the agenda items and
  - ii. to receive confirmation of the recording of their vote.

The submission of a Bondholder's vote via the Web Platform is final and irrevocable subject to technical issues relating to the proper functioning of the Platform.

Further instructions for participating in the Bondholders' Meeting via teleconference will be posted on the Company's website.

Bondholders may contact the Company's Shareholder Service & Public Relations Department at +30 213-3334397, on business days and hours.

In addition, from the publication of this invitation until the end of the Bondholders' Meeting, information and support will be available to Bondholders at +30 210-3366426 or by e-mail at [AXIAeShareholdersMeeting@athexgroup.gr](mailto:AXIAeShareholdersMeeting@athexgroup.gr).

**F. Notification of representative or appointment of representative or proxy or revocation thereof**

Notification of a representative, appointment of a representative or proxy, and revocation thereof shall be made only in writing and submitted to the Bondholders' Agent at least two (2) business days prior to the scheduled date of the Bondholders' Meeting by depositing them with Piraeus Bank S.A., in its capacity as Bondholders' Agent, at the competent Service Department to the attention of Messrs. Liakos V. and Sgagias I. (tel. +30 210-3288737 & +30 210-3335039), i.e., by 11.12.2025 at 10:00 a.m., or by e-mail to [corporatebondsservices@piraeusbank.gr](mailto:corporatebondsservices@piraeusbank.gr).

For Bondholders who have stated on the representative or proxy notification forms their intention to participate in the Meeting remotely by electronic means and without physical presence, upon receipt of the above details by the Bondholders' Agent, and based on the e-mail address and mobile number of the representative or proxy as stated on the appointment form, an account shall be created by the Company for the representative or proxy on the electronic platform, who shall be notified by e-mail to activate his/her account in order to be able to exercise the rights of the Bondholder as set out above.

If a person entitled to participate has not complied with the above regarding the notification of a representative or the appointment of a representative or proxy and the dispatch of the relevant supporting documents to the Bondholders' Representative as provided for below, he/she shall be entitled to ultimately participate in the Bondholders' Meeting only upon the its permission.

A proxy appointment form and a representative notification form which can be used by Bondholders, as applicable, will be made available on the Company's website, <https://www.prodea.gr>.

Alternatively, instead of filing the proxy appointment form or the representative appointment form, Bondholders may complete and issue an electronic authorization via the gov.gr electronic authorization application (<https://www.gov.gr/ipiresies/polites-kai-kathemerinoteta/upeuthune-delosekaioxousiodotese/ekdose-exousiodotese>), as provided therein, using the pre-drafted texts that the Company will post for this purpose on <https://www.prodea.gr>. The electronic authorization must be sent to the Bondholders' Agent, together with the corporate documents evidencing authority, if the Bondholder is a legal person or entity, as well as a photocopy (both sides) of the identity card or passport of the representative and the proxy, by e-mail to [corporatebondsservices@piraeusbank.gr](mailto:corporatebondsservices@piraeusbank.gr) to the attention of Messrs. Liakos V. and Sgagias I., so as to be received, in any case, at least two (2) business days prior to the date of the Bondholders' Meeting, i.e., by 11.12.2025 at 10:00 a.m.

Persons entitled to participate are requested to ensure confirmation of successful dispatch of the proxy appointment form (or the electronic authorization) and its receipt by the Bondholders' Agent by calling +30 210-3288737 & +30 210-3335039, contacts: Messrs. Liakos V. and Sgagias I..

Athens, 04.12.2025  
The Board of Directors of the Company