Changes to Legislation: as of 13 October 2026, this Act is up to date with all changes known to be in force.

Number 16 *of* 2010

EUROPEAN FINANCIAL STABILITY FACILITY ACT 2010

REVISED

Updated to 28 May 2019

This Revised Act is an administrative consolidation of the *European Financial Stability Facility Act 2010*. It is prepared by the Law Reform Commission in accordance with its function under the *Law Reform Commission Act 1975* (3/1975) to keep the law under review and to undertake revision and consolidation of statute law.

All Acts up to and including *Greyhound Racing Act 2019* (15/2019), enacted 28 May 2019, and all statutory instruments up to and including *European Communities (Sheep Identification) (Amendment) Regulations 2019* (S.I. No. 243 of 2019), made 28 May 2019, were considered in the preparation of this Revised Act.

Disclaimer: While every care has been taken in the preparation of this Revised Act, the Law Reform Commission can assume no responsibility for and give no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided and does not accept any liability whatsoever arising from any errors or omissions. Please notify any errors, omissions and comments by email to revisedacts@lawreform.ie.

Number 16 *of* 2010

EUROPEAN FINANCIAL STABILITY FACILITY ACT 2010

REVISED

Updated to 28 May 2019

ARRANGEMENT OF SECTIONS

Section

1. Definitions.
2. Participation by State under EFSF Framework Agreement.
3. Payments out of Central Fund.
4. Payments into Exchequer.
5. Reports by Minister to Dáil Éireann.
6. Amendment of Euro Area Loan Facility Act 2010.
7. Expenses.
8. Short title.

SCHEDULE

EFSF Framework Agreement

ACT REFERRED TO

2010, No. 7

Number 16 *of* 2010

EUROPEAN FINANCIAL STABILITY FACILITY ACT 2010

REVISED

Updated to 28 May 2019

AN ACT TO FACILITATE, IN THE PUBLIC INTEREST, THE FINANCIAL STABILITY OF THE EUROPEAN UNION AND FOR THAT PURPOSE—

(A) TO PROVIDE FOR MATTERS RELATING TO THE PARTICIPATION BY THE STATE IN THE EUROPEAN FINANCIAL STABILITY FACILITY, A PUBLIC LIMITED COMPANY INCORPORATED UNDER THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT AMONG CERTAIN MEMBER STATES OF THE EUROPEAN UNION CONSEQUENT ON THE CONCLUSIONS OF 9 MAY 2010 OF THE COUNCIL OF ECONOMIC AND FINANCE MINISTERS OF THE EUROPEAN UNION REGARDING THE PRESERVATION OF FINANCIAL STABILITY IN EUROPE AND SUBJECT TO THE TERMS OF THE EFSF FRAMEWORK AGREEMENT ENTERED INTO BY CERTAIN MEMBER STATES ON THE ONE PART AND THE EUROPEAN FINANCIAL STABILITY FACILITY ON THE OTHER PART,

(B) TO PROVIDE FOR MATTERS RELATING TO GUARANTEES GIVEN BY THE STATE FOR THE PURPOSES OF THE AGREEMENT SO ENTERED INTO,

(C) TO PROVIDE FOR PAYMENTS TO BE MADE OUT OF THE CENTRAL FUND OR THE GROWING PRODUCE OF THAT FUND SO AS TO ENABLE EFFECT TO BE GIVEN TO THE AGREEMENT SO ENTERED INTO,

(D) TO PROVIDE FOR ALL RECEIPTS RECEIVED UNDER THIS ACT, INCLUDING RECEIPTS IN RESPECT OF MONEYS ADVANCED OR GUARANTEES GIVEN, TO BE PAID INTO THE EXCHEQUER,

(E) TO AMEND THE EURO AREA LOAN FACILITY ACT 2010, AND

(F) TO PROVIDE FOR RELATED MATTERS.

[3*rd July*, 2010]

BE IT ENACTED BY THE OIREACHTAS AS FOLLOWS:

Definitions.

1.— In this Act—

"Company" means the European Financial Stability Facility, being a public limited liability company incorporated under the laws of the Grand Duchy of Luxembourg, referred to in the EFSF Framework Agreement as one of the Parties to that Agreement;

"EFSF Framework Agreement" means the Agreement between certain Member States of the European Union (including the State) on the one part and the Company on the

other part that was signed by the Minister on behalf of the State on 10 June 2010, the text of which (including the Annexes) is set out in the *Schedule*, and includes any amendment duly made to that Agreement;

"Minister" means Minister for Finance.

Participation by State under EFSF Framework Agreement.

2.— The Minister may on behalf of the State as a Guarantor (within the meaning of the EFSF Framework Agreement) issue guarantees for the purposes of that Agreement.

Payments out of Central Fund.

3.— There may be paid out of the Central Fund or the growing produce of that Fund sums, aggregating to a sum not exceeding F1**[**€12,500,000,000**]**, for the purpose of enabling the State to fulfil its obligations arising from the EFSF Framework Agreement, including the contribution of the State to the capital and other costs of the Company and any other expenses incurred in relation to that Agreement.

Payments into Exchequer.

4.— Any moneys received by or on behalf of the State in respect of—

(*a*) moneys advanced by the State under this Act, or

(*b*) any guarantee by the State under this Act,

shall be placed to the credit of the account of the Exchequer and shall form part of the Central Fund and be available in any manner in which that Fund is available.

Reports by Minister to Dáil Éireann.

5.— (1) In respect of each reporting period the Minister shall, as soon as practicable after the end of the period, cause a report to be laid before Dáil Éireann that includes the following information:

(*a*) the aggregate value of the guarantees issued by the State under *section 2* during the reporting period,

(*b*) the value of all guarantees issued by the State under *section 2* up to the end of the reporting period,

(*c*) the aggregate amount of moneys advanced by the State under *section 3* during the reporting period,

(*d*) the aggregate amount of all moneys advanced by the State under *section 3* up to the end of the reporting period,

(*e*) the aggregate amount of moneys received by the State under *section 4* during the reporting period, and

(*f*) the aggregate amount of all moneys received by the State under *section 4* up to the end of the reporting period.

(2) In *subsection (1)* "reporting period" means—

(*a*) each of the following periods—

(i) the period from the passing of this Act to 31 December 2010,

(ii) the period in any year after 2010 from 1 January to 30 June,

(iii) the period in any year after 2010 from 1 July to 31 December,

or

(*b*) within each period to which *paragraph (a)* relates, such shorter periods as the Minister may from time to time consider appropriate in the circumstances.

Amendment of Euro Area Loan Facility Act 2010.

6.— The Euro Area Loan Facility Act 2010 is amended by substituting the following section for section 4, with effect from the passing of that Act:

"Reports by Minister to Dáil Éireann.

4.— (1) In respect of each reporting period the Minister shall, as soon as practicable after the end of the period, cause a report to be laid before Dáil Éireann that includes the following information:

(*a*) the aggregate amount of moneys advanced by the State under section 2 during the reporting period,

(*b*) the aggregate amount of moneys received by the State under section 3 during the reporting period,

(*c*) the aggregate amount of moneys advanced by the State under section 2 up to the end of the reporting period,

(*d*) the aggregate amount of moneys received by the State under section 3 up to the end of the reporting period, and

(*e*) the aggregate amount of moneys outstanding and owed to the State under the loan facility at the end of the reporting period.

(2) In subsection (1) "reporting period" means—

(*a*) each of the following periods—

(i) the period from 20 May 2010 to 31 December 2010,

(ii) the period in any year after 2010 from 1 January to 30 June,

(iii) the period in any year after 2010 from 1 July to 31 December,

or

(*b*) within each period to which paragraph (*a*) relates, such shorter periods as the Minister may from time to time consider appropriate in the circumstances.".

Expenses.

7.— The expenses incurred by the Minister in the administration of this Act shall be paid out of moneys provided by the Oireachtas.

Short title.

8.— This Act may be cited as the European Financial Stability Facility Act 2010.

Section 1.

SCHEDULE

EFSF FRAMEWORK AGREEMENT

EFSF FRAMEWORK AGREEMENT

between

KINGDOM OF BELGIUM
FEDERAL REPUBLIC OF GERMANY
IRELAND
KINGDOM OF SPAIN
FRENCH REPUBLIC
ITALIAN REPUBLIC
REPUBLIC OF CYPRUS
GRAND DUCHY OF LUXEMBOURG
REPUBLIC OF MALTA
KINGDOM OF THE NETHERLANDS
REPUBLIC OF AUSTRIA
PORTUGUESE REPUBLIC
REPUBLIC OF SLOVENIA
SLOVAK REPUBLIC
REPUBLIC OF FINLAND
HELLENIC REPUBLIC

AND

EUROPEAN FINANCIAL STABILITY FACILITY

EFSF Framework Agreement (the "**Agreement**")

is made by and between:

(A) Kingdom of Belgium, Federal Republic of Germany, Ireland, Kingdom of Spain, French Republic, Italian Republic, Republic of Cyprus, Grand Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Austria, Portuguese Republic, Republic of Slovenia, Slovak Republic, Republic of Finland and the Hellenic Republic (the "**euro-area Member States**" or "**EFSF Shareholders**"); and

(B) European Financial Stability Facility ("**EFSF**"), a *société anonyme* incorporated in Luxembourg, with its registered office at 3, rue de la Congrégation, L-1352 Luxembourg (R.C.S. Luxembourg B153.414) (the euro-area Member States and EFSF referred to hereafter as the "**Parties**").

PREAMBLE

Whereas:

(1) On 9 May 2010 a comprehensive package of measures has been decided including (a) a Council Regulation establishing the European Financial Stabilisation Mechanism ("**EFSM**") based on Article 122(2) of the Treaty on the functioning of the European Union and (b) the EFSF in order to financially support euro-area Member States in difficulties caused by exceptional circumstances beyond such Member States' control. It is envisaged that financial support to euro-area Member States shall be provided by EFSF in conjunction with the IMF and shall be on comparable terms to the stability support loans advanced by euro-area Member States to the Hellenic Republic.

(2) EFSF has been incorporated on 7 June 2010 for the purpose of making stability support to euro-area Member States in the form of loan facility agreements ("**Loan Facility Agreements**") and loans ("**Loans**") made thereunder of up to

EUR440 billion within a limited period of time. The availability of such Loan Facility Agreements will be conditional upon the relevant euro-area Member States which request such loans entering into memoranda of understanding (each an "**MoU**") with the European Commission, acting on behalf of the euro-area Member States, in relation to budgetary discipline and economic policy guidelines and their compliance with the terms of such MoU. With respect to each Loan Facility Agreement, the relevant beneficiary euro-area Member State shall be referred to as the "**Borrower**".

(3) By a decision of the representatives of the governments of the 16 euro-area Member States dated 7 June 2010, acting on the basis of the conclusions of the 27 Member States of 9 May 2010, the Commission was tasked with carrying out certain duties and functions as contemplated by the terms of this Agreement.

(4) EFSF shall finance the making of such loans by issuing or entering into bonds, notes, commercial paper, debt securities or other financing arrangements ("**Funding Instruments**") which are backed by irrevocable and unconditional guarantees (each a "**Guarantee**") of the euro-area Member States which shall act as guarantors in respect of such Funding Instruments as contemplated by the terms of this Agreement. The guarantors (the "**Guarantors**") of Funding Instruments issued or entered into by EFSF shall be comprised of each euro-area Member State (excluding any euro-area Member State which is or has become a Stepping-Out Guarantor under Article 2(7) prior to the issue of such Funding Instruments).

(5) A political decision has been taken by all euro-area Member States to provide Guarantee Commitments (as defined in Article 2(3)) pursuant to the terms of this Agreement.

(6) The euro-area Member States and EFSF have entered into this Agreement to set out the terms and conditions upon which EFSF may make Loans to euro-area Member States, finance such Loans by issuing or entering into Funding Instruments backed by Guarantees issued by the Guarantors, the terms and conditions on which the Guarantors shall issue Guarantees in respect of the Funding Instruments issued by or entered into by EFSF, the arrangements entered into between them in the event that a Guarantor is required to pay under a Guarantee more than its required proportion of liabilities in respect of a Funding Instrument and certain other matters relating to EFSF.

Now, therefore, the Parties have agreed as follows:

1. ENTRY INTO FORCE

(1) This Agreement (with the exception of the obligation of euro-area Member States to issue Guarantees under this Agreement) shall, upon at least five (5) euro-area Member States comprising at least two-thirds (2/3) of the total guarantee commitments set out in Annex 1 (the "**Total Guarantee Commitments**") providing written confirmation substantially in the form of Annex 3 to EFSF that they have concluded all procedures necessary under their respective national laws to ensure that their obligations under this Agreement shall come into immediate force and effect (a "**Commitment Confirmation**"), enter into force and become binding between EFSF and the euro-area Member Sates providing such Commitment Confirmations.

(2) The obligation of euro-area Member States to issue Guarantees under this Agreement shall enter into force and become binding between EFSF and the euro-area Member States which have provided Commitment Confirmations only when Commitment Confirmations have been received by EFSF from euro-area Member States whose Guarantee Commitments represent in aggregate ninety per cent (90%) or more of the Total Guarantee Commitments. Any euro-

area Member State which applies for stability support from the euro-area Member States or which benefits from financial support under a similar programme or which is already a Stepping-Out Guarantor shall be excluded in computing whether this ninety per cent (90%) threshold of the Total Guarantee Commitments is satisfied.

(3) This Agreement and the obligation to provide Guarantees in accordance with the terms of this Agreement shall enter into force and become binding on any remaining euro-area Member States (which have not provided their Commitment Confirmations at the time the Agreement or the obligation to provide Guarantees comes into force pursuant to Article 1(1) or 1(2)) at the time when such euro-area Member States provide their Commitment Confirmation to EFSF copies of which should be addressed to the Commission.

2. GRANT OF LOANS, FUNDING INSTRUMENTS AND ISSUANCE OF GUARANTEES

(1) The euro-area Member States agree that in the event of a request made by a euro-area Member State to the other euro-area Member States for a stability support loan (i) the Commission (in liaison with the ECB and the IMF) shall be hereby authorised to negotiate the MoU with the relevant Borrower which shall be consistent with a decision the Council may adopt under Article 136 of the Treaty on the functioning of the European Union following a proposal of the Commission and the Commission shall be hereby authorised to finalise the terms of such MoU and to sign such MoU with the Borrower on behalf of the euro-area Member States once such MoU has been approved by the Eurogroup Working Group (unless an MoU has been already entered into between the Borrower and the Commission under the EFSM which MoU has been approved by all euro-area Member States in which case this latter MoU shall apply, provided that it covers both EFSM and EFSF stability support); (ii) following such approval of the relevant MoU, the Commission, in liaison with the ECB, shall make a proposal to the Eurogroup Working Group of the main terms of the Loan Facility Agreement to be proposed to the Borrower based on its assessment of market conditions and provided that the terms of such Loan Facility Agreement contain financial terms compatible with the MoU and the compatibility of maturities with debt sustainability; (iii) following a decision of the Eurogroup Working Group, EFSF (in conjunction with the Eurogroup Working Group) shall negotiate the detailed, technical terms of the Loan Facility Agreements under which Loans will, subject to the terms and conditions set out therein, be made available to the relevant Borrower, provided that such Loan Facility Agreements shall be substantially in the form of a template Loan Facility Agreement which shall be approved by the euro-area Member States for the purpose of this Agreement and the financial parameters of such Loan Facility Agreements shall be based on the financial terms proposed by the Commission, in liaison with the ECB, and approved by the Eurogroup Working Group and (iv) EFSF shall collect, verify and hold in safe custody the conditions precedent to such Loan Facility Agreements and the executed versions of all related documents. The terms of Article 3(2) set out the basis upon which decisions shall be made in relation to Loans to be made under an existing Loan Facility Agreement. Given that EFSF is not a credit institution, Borrowers shall represent and warrant in each Loan Facility Agreement that no regulatory authorisation is required for EFSF to grant Loans to such Borrower under its applicable national law or that an exemption to such regulatory authorisation requirement exists under applicable national law. The Guarantors hereby authorise EFSF to sign such Loan Facility Agreements, subject to the prior unanimous approval by all of them participating in the relevant votes of Guarantors.

(2) In respect of each Loan Facility Agreement and the Loans to be made thereunder, the euro-area Member States agree that EFSF (in consultation with the Eurogroup Working Group) shall be authorised to structure and

negotiate the terms on which EFSF may issue or enter into Funding Instruments on a stand-alone basis or pursuant to a debt issuance programme or programmes or facility (each an "**EFSF Programme(s)**") to finance the making of Loans to Borrowers. So long as market conditions permit and save as otherwise stated in this Agreement, such Funding Instruments shall have substantially the same financial profile as the related Loans (provided that (x) for operational reasons there will need to be delays between issue dates and payment dates to facilitate the transfers of funds and calling Guarantees and (y) notwithstanding the liability of each Guarantor to pay any amounts of interest and principal due but unpaid under the Funding Instruments, the recourse of investors against EFSF under the Funding Instruments shall be limited to the assets of EFSF including, in particular, the amounts it recovers in respect of the Loans. The interest rate which will apply to each Loan is intended to cover the cost of funding incurred by EFSF and shall include a margin (the "**Margin**") which shall provide remuneration for the Guarantors. The Service Fee may be used to cover the operational costs of EFSF and any costs and fees directly related to the issuance of Funding Instruments which have not otherwise been charged to the relevant Borrower.

(3) In respect of Funding Instruments issued or entered into under an EFSF Programme or on a stand-alone basis, each Guarantor shall be required to issue an irrevocable and unconditional Guarantee in a form to be approved by the Guarantors for the purpose of this Agreement and in an amount equal to the product of (a) the percentage set out next to each Guarantor's name in the third column (the "**Contribution Key**") in Annex 2 (as such percentage is adjusted from time to time in accordance with the terms of this Agreement and/or to reflect any euro-area Member State not yet having provided its Commitment Confirmation during the implementation period pursuant to Article 1 and notified in writing by EFSF to the Guarantors) (the "**Adjusted Contribution Key Percentage**"), (b) 120%, and (c) the obligations of EFSF (in respect of principal, interest or other amounts due) in respect of the Funding Instruments issued or entered into by EFSF on a stand-alone basis or under an EFSF Programme. If EFSF issues Funding Instruments under an EFSF Programme, each Guarantor shall issue its Guarantee to guarantee all Funding Instruments issued or entered into pursuant to the relevant EFSF Programme. The Offering Materials or contractual documentation for each issue or contracting of Funding Instruments made under an EFSF Programme shall confirm which Guarantors have Guarantees which cover the relevant Funding Instruments or issue or series thereof. EFSF may also request the Guarantors to issue Guarantees under this Agreement for other purposes which are closely-linked to an issue of Funding Instruments and which facilitates the obtaining and maintenance of a high quality rating for Funding Instruments issued by EFSF and efficient funding by EFSF. The decision to issue Guarantees for such other purposes in connection with an EFSF Programme or a stand-alone issue of or entry into Funding Instruments shall be taken by a unanimous decision of the Guarantors. No Guarantor shall be required to issue Guarantees which would result in it having a Guarantee Exposure in excess of its aggregate guarantee commitment (its "**Guarantee Commitment**") set out alongside its name in Annex 1. For the purposes of this Agreement a Guarantor's "**Guarantee Exposure**" is equal to the aggregate of (i) the amount of Guarantees which it has issued but which are undrawn and (ii) the amount it has paid and not been reimbursed under Guarantees it has issued under this Agreement. Accordingly, if an outstanding, undrawn Guarantee expires or if an amount drawn under a Guarantee is reimbursed this will reduce a Guarantor's Guarantee Exposure and replenish its capacity to issue Guarantees under this Agreement.

(4) (a) The Guarantees shall irrevocably and unconditionally guarantee the due payment of scheduled payments of interest and principal due on Funding Instruments issued by EFSF. In the case of EFSF Programmes, the Guarantors shall issue Guarantees which guarantee all series of Funding Instruments

issued from time to time under the relevant EFSF Programme. The Offering Materials and/or contractual documentation of each series shall confirm which Guarantees cover that series, in particular, if a Guarantor under the relevant EFSF Programme has subsequently become a Stepping-out Guarantor and no longer guarantees further issues or series under such EFSF Programme.

(b) The Guarantees may be issued to a bond trustee or other representative of bondholders or creditors (a "**Noteholder Representative**") who shall be entitled to make demands under the Guarantees on behalf of holders of Funding Instruments and enforce the claims of holders of Funding Instruments so as to facilitate the management of making demands on the Guarantees. The detailed terms and conditions of each issue of Funding Instruments and the Guarantees relating thereto shall be agreed by EFSF, subject to the approval of the Guarantors, and shall be as described in the relevant Offering Materials (as defined in Article 4(1) applicable thereto) and applicable contractual documentation.

(5) A Guarantor shall only be required to issue a Guarantee in accordance with this Agreement if:

(a) it is issued in respect of Funding Instruments issued or entered into under an EFSF Programme or on a stand-alone basis and such Funding Instruments finance the making of Loan(s) approved in accordance with the terms of this Agreement and the Articles of Association of EFSF or it is issued for such other closely-linked purpose as are approved under Article 2(3);

(b) the Guarantee is issued to facilitate the financing under Loan Facility Agreements entered into on or prior to 30 June 2013 (including the financing of Loans made pursuant to an existing Loan Facility Agreement after such date and any related issue of bonds or debt securities related thereto) and the Guarantee is in any event issued on or before 30 June 2013;

(c) the Guarantee is in the form approved by euro-area Member States for the purpose of this Agreement and the EFSF Programme;

(d) the liability of the Guarantor under such Guarantee is for a maximum amount which complies with the terms of Article 2(3); and

(e) it is denominated in euros or such other currency as is approved by the Guarantors for the purpose of this Agreement.

(6) The Guarantee Commitment of each Guarantor to provide Guarantees is irrevocable and firm and binding. Each Guarantor will be required, subject to the terms of this Agreement, to issue Guarantees up to its Guarantee Commitment for the amounts to be determined by EFSF and at the dates specified by EFSF in order to facilitate the issuance or entry into of Funding Instruments under the relevant EFSF Programme or stand-alone Funding Instrument in each case in accordance with the EFSF funding strategy.

(7) If a euro-area Member State encounters financial difficulties such that it makes a demand for a stability support loan from EFSF, it may by written notice together with supporting information satisfactory to the other Guarantors request the other Guarantors (with a copy to the Commission, the Eurogroup Working Group Chairman) to accept that the Guarantor in question does not participate in issuing a Guarantee in respect of any further debt issuance by EFSF. The decision of the euro-area Member States in relation to such a request is to be made at the latest when they decide upon making any further Loan Facility Agreements or further Loans.

(8) An up-front service fee (the "**Service Fee**") calculated as being 50 basis points on the aggregate principal amount of each Loan shall be charged to each

Borrower and deducted from the cash amount to be remitted to the Borrower in respect of each such Loan. In addition, the net present value (calculated on the basis of the internal rate of return of the Funding Instruments financing such Loan (or such other blended internal rate of return as is deemed appropriate in case of a Diversified Funding Strategy), the "**Discount Rate**") of the anticipated Margin that would accrue on each Loan to its scheduled maturity date shall be deducted from the cash amount to be remitted to the Borrower in respect of such Loan. The Service Fee and the net present value of the anticipated Margin, together with such other amounts as EFSF decides to retain as an additional cash buffer, will be deducted from the cash amount remitted to Borrower in respect of each Loan (such that on the disbursement date (the "**Disbursement Date**") the Borrower receives the net amount (the "**Net Disbursement Amount**")) but shall not reduce the principal amount of such Loan that the Borrower is liable to repay and on which interest accrues under the relevant Loan. These retained amounts shall be retained to provide a cash reserve to be used as credit enhancement and otherwise as described in Article 5 below. The "**Cash Reserve**" shall include these retained amounts together with all income and investments earned by investment of these amounts. The Cash Reserve shall be invested in accordance with investment guidelines approved by the board of directors of EFSF.

(9) If, following the repayment of all Loans made under Loan Facility Agreements and all Funding Instruments issued by or entered into by EFSF, there remain amounts in the Cash Reserve (including amounts representing interest or investment income earned by investment of the Cash Reserve), these amounts shall be paid to the Guarantors as consideration for the issuance of their Guarantees. EFSF shall maintain ledger accounts and other records of the amounts of Service Fee and anticipated Margin retained in respect of each Loan Facility Agreement and the amount of all Guarantees issued by each Guarantor pursuant to this Agreement. These ledger accounts and records shall permit EFSF to calculate the consideration due to each Guarantor in respect of the Guarantees issued under this Agreement which shall be payable on a pro rata proportional basis to each Guarantor by reference to its participation in all the Guarantees issued under this Agreement.

(10) Euro-area Member States which are potential Borrowers may only request and enter into Loan Facility Agreements in the period commencing on the date this Agreement enters into force and ending on 30 June 2013 (provided that Loans may be disbursed after this date under Loan Facility Agreements entered into prior to this date).

(11) Following the execution of this Agreement, the Parties shall agree upon forms of (i) the Guarantees, (ii) the Loan Facility Agreements, (iii) the documentation for the Funding Instruments, (iv) the arrangements in respect of the appointment of Noteholder Representatives, (v) the dealer and subscription agreements for Funding Instruments and (vi) any agency or service level agreement with EIB or any other agency, institution or person.

3. PREPARATION AND AUTHORISATION OF LOAN DISBURSEMENTS

(1) Before each disbursement of a Loan under a Loan Facility Agreement, the Commission will, in liaison with the ECB, present a report to the Eurogroup Working Group analysing compliance by the relevant Borrower with the terms and the conditions set out in the MoU and in the Council Decision (if any) relating to it. The Guarantors will evaluate such compliance and will unanimously decide on whether to permit disbursement of the relevant Loan. The first Loan to be made available to a Borrower under a Loan Facility Agreement is released following the initial signature of the relevant MoU and will not be the object of such a report.

(2) Following a request for funds (a "**Request for Funds**") from a Borrower complying with the terms of the relevant Loan Facility Agreement and requesting a Loan thereunder, the Guarantors shall (other than in respect of the first Loan) consider the report of the Commission regarding the Borrower's compliance with the MoU and the relevant Council decision (if any). If, acting unanimously, the Guarantors consider that the Borrower has complied with the conditions to drawdown under the Loan Facility Agreement and are satisfied with its compliance with the terms and conditions of the MoU then the Eurogroup Working Group Chairman shall request in writing EFSF to make a proposal of detailed terms of the Loan it would recommend to make to the Borrower within the parameters of the Loan Facility Agreement, the MoU, taking into account debt sustainability and the market situation for bond issuance. The EFSF proposal shall specify the amount which EFSF is authorised to make available by way of a Loan under the Loan Facility Agreement and on what terms including as to the amount of the Loan, the Net Disbursement Amount, the term, the redemption schedule and the interest rate (including the Margin) in relation to such Loan. If the Eurogroup Working Group accepts this proposal the Eurogroup Working Group Chairman shall request EFSF to communicate an acceptance notice (an "**Acceptance Notice**") to the Borrower confirming the terms of the Loan.

(3) At the latest following the signature of a Loan Facility Agreement, EFSF shall commence the process for the issuance of or entry into Funding Instruments under the EFSF Programme(s) or otherwise and, to the extent necessary, shall request the Guarantors to issue Guarantees in accordance with Article 2 (above) such that EFSF has sufficient funds when needed to make disbursements under the relevant Loan.

(4) If applicable, and prior to the delivery of any Acceptance Notice, the Eurogroup Working Group Chairman shall communicate to the Commission and EFSF whether any Guarantor has notified it that the circumstances described in Article 2(7) apply to it and the decision of the euro-area Member States relating thereto. The Eurogroup Working Group Chairman shall communicate the decisions of the Guarantors to EFSF, the Commission and the euro-area Member States at least thirty (30) Business Days prior to the date of any related issue of or entry into Funding Instruments.

(5) On the relevant Disbursement Date, EFSF shall make the relevant Loan available to the Borrower by making available the Net Disbursement Amount through the accounts of EFSF and the relevant Borrower opened for the purpose of the Loan Facility Agreement with the ECB.

4. ISSUANCE OF OR ENTRY INTO FUNDING INSTRUMENTS

(1) In compliance with its funding strategy, EFSF may issue or enter into Funding Instruments benefitting from the Guarantees on a stand-alone basis or shall establish one or more EFSF Programme(s) for the purpose of issuing Funding Instruments benefitting from Guarantees which shall finance the making of Loans in accordance with the terms of this Agreement. EFSF may establish a base prospectus (the "**Base Prospectus**") for each EFSF Programme with each individual issue of Funding Instruments being issued pursuant to final terms ("**Final Terms**") setting out the detailed financial terms of each issue. Alternatively, EFSF may establish information memoranda (the "**Information Memoranda**") for the purpose of issuing Funding Instruments (which would not be prospectuses for the purposes of the Prospectus Directive 2003/71/EC). Any Base Prospectus, Final Terms, prospectus, Information Memorandum or related materials relating to the placement or syndication of Funding Instruments shall be referred to as "**Offering Materials**". It shall also enter into relevant contractual documentation relating to such Funding Instruments.

(2) EFSF shall devise standard terms and conditions for the Funding Instruments issued or entered into by EFSF. These may include provisions for the calling of Guarantees either by EFSF if it anticipates a shortfall prior to a scheduled payment date or by the relevant Noteholder Representative (if EFSF has failed to make a scheduled payment of interest or principal under a Funding Instrument when due). The standard terms and conditions shall clarify that there is no acceleration of Funding Instruments in the event that the Loan(s) financed by such Funding Instruments are accelerated or pre-paid for whatever reason.

(3) In connection with the structuring and negotiation of Funding Instruments on a stand-alone basis or under EFSF Programme(s) ESFS may:

(a) appoint, liaise and negotiate with arranging banks, lead managers and bookrunners;

(b) appoint, liaise and negotiate with rating agencies and rating agency advisers and supply them with such data and documentation and make such presentations as necessary to obtain requisite ratings;

(c) appoint, liaise and negotiate with paying agents, listing agents, Noteholder Representative, lawyers and other professional advisers;

(d) appoint, liaise and negotiate with common depositaries and clearing systems such as Euroclear and/or Clearstream for the settlement of Funding Instruments;

(e) attend investor presentations and road shows to assist in the placement or syndication of Funding Instruments pursuant to the EFSF Programme(s);

(f) negotiate, execute and sign all legal documentation related to the Funding Instruments and any EFSF Programme(s); and

(g) generally do such other things necessary for the successful structuring and implementation of the EFSF Programme(s) and the issuance of or entry into Funding Instruments.

(4) EFSF shall, subject to market conditions and the terms of this Article 4, fund Loans by the issuance of or entry into Funding Instruments on a matched-funding basis such that the Funding Instruments financing a Loan have substantially the same financial profile as to amount, time of issue, currency, repayment profile, final maturity and interest basis, provided that, to the extent feasible, the scheduled payment dates for Loans shall be at least fourteen (14) Business Days prior to the scheduled payment dates under the related Funding Instruments to permit processing of payments.

(5) If, due to market condition or the volume of Funding Instruments to be issued or entered into by EFSF under the EFSF Programme(s) it is not practicable or feasible to issue or enter into Funding Instruments on a strict matched-funding basis, EFSF may request the Guarantors to permit EFSF certain flexibilities as to funding such that its funding is not matched to the Loans it makes, in particular as to (a) currency of Funding Instruments, (b) timing for the issue or entry into of Funding Instruments, (c) interest rate bases and/or (d) maturity and repayment profile of the Funding Instruments to be issued or entered into (including the possibility of issuing short term debt instruments, commercial paper or other financing arrangements supported by Guarantees) and (e) the possibility of pre-funding of Loans under an existing Loan Facility Agreement. The Guarantors, acting unanimously, may permit EFSF to use a degree of funding flexibility and shall specify within which parameters and limits EFSF may adopt a non-matched funding strategy (a "**Diversified Funding Strategy**").

(6) Given that a Diversified Funding Strategy would require the management of transformation and basis risks, in the event that a Diversified Funding Strategy is authorised in relation to EFSF it may delegate the management of such funding activities, related asset and liability management activities and the conclusion of any related currency, interest rate or maturity mis-match hedging instruments to one or more debt management agencies of euro-area Member State or such other agencies or institutions as are approved unanimously by the Guarantors which shall be entitled to be compensated at an arm's length commercial rate for the provision of such services which remuneration shall constitute an operating cost for EFSF.

5. CREDIT ENHANCEMENT, LIQUIDITY AND TREASURY

(1) The credit enhancement for the EFSF Programme shall include the following elements:

(a) the Guarantees and, in particular, the fact that the participation of each Guarantor in issuing Guarantees shall be made on the basis of the Adjusted Contribution Key Percentage and that the Guarantee issued by each Guarantor is for 120% of its Adjusted Contribution Key Percentage of the amounts of the relevant Funding Instruments;

(b) the Cash Reserve shall act as a cash buffer. The Cash Reserve shall, pending its use, be invested in high quality liquid debt instruments. Upon repayment of all Loans made by EFSF and Funding Instruments issued by EFSF, the balance of the Cash Reserve shall be used firstly to repay any amounts paid by Guarantors which have not been repaid out of recoveries from the relevant underlying Borrowers and secondly, shall be paid to the Guarantors as consideration for their issuance of Guarantees under this Agreement as described in Article 2(9); and

(c) such other credit enhancement mechanisms as may be approved under this Article 5.

(2) In the event that there is a delay or failure to pay by a Borrower of a payment under a Loan and accordingly there is a shortfall in funds available to meet a scheduled payment of interest or principal under a Funding Instrument issued by EFSF then EFSF shall:

(a) first, make a demand on a *pro rata pari passu* basis on the Guarantors which have guaranteed such Funding Instrument up to 120% of their respective Adjusted Contribution Key Percentage of the amount due but unpaid;

(b) second, if the steps taken in Article 5(2)(a) do not fully cover the shortfall, to release an amount from the Cash Reserve to cover such shortfall; and

(c) third, take such other steps as may be available in the event that additional credit enhancement mechanisms have been approved under Article 5(3).

(3) The euro-area Member States may by unanimous decision approve and adopt such other credit enhancement mechanisms as they consider appropriate or, as the case may be, modify the existing credit enhancement mechanisms in order to enhance or to maintain the creditworthiness of the Funding Instruments issued or contracted by EFSF or to enhance the efficiency of funding of EFSF. Such other credit enhancement measures might include, amongst other techniques, the provision of subordinated loans, warehousing arrangements, liquidity lines or backstop facilities to EFSF or the issuance by EFSF of subordinated notes.

(4) If a Guarantor has failed to make a payment which is due and payable in respect of a Guarantee and, as a consequence EFSF makes a withdrawal from the Cash

Reserve to cover the shortfall pursuant to Article 5(2)(b) then such Guarantor shall reimburse such amount to EFSF on first written demand together with interest on such amount at a rate equal to one month EURIBOR plus 500 basis points from the date the amount is withdrawn from the Cash Reserve to the date such Guarantor reimburses such amount to EFSF together with such accrued interest. EFSF shall apply such reimbursed amounts (and the interest accrued thereon) to replenish the Cash Reserve.

(5) In order to facilitate the availability of adequate liquidity for the funding needs of EFSF:

(a) each euro-area Member State will ensure that EFSF will be eligible for receiving a counterparty limit for cash management operations of the debt management operations of the debt management agency of such euro-area Member State; and

(b) each euro-area Member State shall co-operate to assist EFSF to ensure that its Funding Instruments comply with applicable criteria to be eligible as collateral in Eurosystem operations.

(6) In order to minimise any negative-carry costs in the event of any Diversified Funding Strategy EFSF shall be entitled to make deposits or other placements which, in accordance with the investment strategy agreed by the board of directors of EFSF, minimise the risk of a funding mis-match or negative-carry costs.

6. CLAIMS UNDER A GUARANTEE

(1) If EFSF becomes aware that it has not received in full a scheduled payment under a Loan and such shortfall will give rise to a shortfall in available funds to make a scheduled payment of principal or interest under Funding Instruments issued by EFSF or scheduled payment due from EFSF under any other instrument or agreement which benefits from a Guarantee issued under this Agreement, it shall immediately notify in writing the Chairman of the Eurogroup Working Group, the Commission and each Guarantor and inform each Guarantor of its share of the shortfall under the terms of this Agreement and the relevant Guarantee and demand in writing each Guarantor to remit to EFSF its share of such shortfall on the date (the "**Guarantee Payment Date**") which is at least two (2) Business Days prior to the scheduled date for payment of the relevant amounts by EFSF (an "**EFSF Guarantee Demand**").

(2) Each Guarantor shall remit to EFSF (or, if so specified in the relevant documentation, to the paying agent of the relevant Funding Instrument) its share of the amount demanded in the EFSF Guarantee Demand addressed to it by EFSF in cleared funds on the Guarantee Payment Date.

(3) In the event that EFSF fails to pay a scheduled payment of interest or a scheduled payment of principal on a date when such amount is due and payable under a Funding Instrument issued by EFSF then the relevant Noteholder Representative shall be entitled to demand in writing (a "**Noteholder Representative Guarantee Demand**") the Guarantors (with a copy to EFSF) to pay the unpaid amount of such scheduled payment of interest and/or such scheduled payment of principal. Similarly, in the event of a failure by EFSF to pay a scheduled payment under any other instrument or agreement entered into between EFSF and a counterparty (a "**Counterparty**") which benefits from a Guarantee issued under this Agreement (which has been issued for a purpose closely-linked to an issue of Funding Instruments pursuant to Article 2(3)) the relevant Counterparty shall be entitled to demand in writing (a "**Counterparty Guarantee Demand**") the Guarantors (with a copy to EFSF) the unpaid amount of such scheduled payment. In the event of receipt by the Guarantors and EFSF of a Noteholder Representative Guarantee Demand or a Counterparty

Guarantee Demand each Guarantor shall in accordance with the terms of its Guarantee remit in cleared funds its share of the amount duly demanded in such Noteholder Representative Guarantee Demand or, as the case may be such Counterparty Guarantee Demand. The detailed payment mechanics for co-ordinating payments under the Guarantees shall be set out in the documentation for the issue of Funding Instruments and the related Guarantees.

(4) In the event that a shortfall of receipts under a Loan gives rise both to an EFSF Guarantee Demand and a Noteholder Representative Guarantee Demand (or Counterparty Guarantee Demand) the relevant Guarantors shall only be liable to make one payment under their respective Guarantees, without double counting.

(5) The Parties acknowledge and agree that each Guarantor shall be entitled to make payment in respect of any EFSF Guarantee Demand, Noteholder Representative Guarantee Demand or Counterparty Guarantee Demand which appears to be valid on its face without any reference by it to EFSF or any other Party or any other investigation or enquiry. EFSF irrevocably authorises each Guarantor to comply with any Guarantee Demand.

(6) EFSF and each of the other Parties acknowledges and agrees that each Guarantor:

(i) is not obliged to carry out any investigation or seek any confirmation prior to paying a claim;

(ii) is not concerned with:

(1) the legality of a claim or any underlying transaction or any set-off, defence or counterclaim which may be available to any person;

(2) any amendment to any underlying document; or

(3) any unenforceability, illegality or invalidity of any document or security.

(7) EFSF shall be liable to reimburse each Guarantor in respect of any claim paid in respect of a Guarantee and shall indemnify each Guarantor in respect of any loss or liability incurred by a Guarantor in respect of a Guarantee. EFSF's reimbursement obligation is subject to and limited to the extent of funds actually received from the underlying Borrowers in respect of the Loans which gave rise to a shortfall of funds.

(8) In addition to the reimbursement obligation of EFSF under Article 6(5), if a Guarantor makes a payment under its Guarantee, EFSF shall assign and transfer to the relevant Guarantor an amount of EFSF's rights and interests under the relevant Loan corresponding to the shortfall in payments made by the Borrower and the related payment made by the Guarantor under the Guarantee. EFSF shall remain servicer of such portion of the Loan which has been assigned and transferred to the relevant Guarantor so as to facilitate the co-ordinated management of the Loan and the treatment of all Guarantors on a *pari passu* basis.

(9) All Guarantors shall rank equally and *pari passu* amongst themselves, in particular in respect of reimbursement of amounts paid by them under their Guarantees provided that, if a Guarantor owes sums to EFSF pursuant to Article 5(4) or sums to the other Guarantors pursuant to Article 7(1), sums recovered from underlying Borrowers which would otherwise be due from EFSF to such Guarantor shall be applied to repaying the amount due under 5(4) or paying the amount due to other Guarantors under Article 7(1) in priority to being applied to reimburse such Guarantor.

7. CONTRIBUTION BETWEEN GUARANTORS

(1) (a) If a Guarantor meets claims or demands in respect of any Guarantee it has issued or incurs costs, losses, expenses or liabilities in connection therewith ("**Guarantee Liabilities**"), and the aggregate amount of Guarantee Liabilities it makes or incurs exceeds its Required Proportion for the given Guarantee then it shall be entitled to be indemnified and receive contribution, upon first written demand, from the other Guarantors, in respect of such Guarantee Liabilities such that each Guarantor ultimately bears only its Required Proportion of such aggregate Guarantee Liabilities, provided that if the aggregate Guarantee Liabilities of any Guarantor in respect of any Guarantee is not reduced to its Required Proportion within three (3) Business Days, the other Guarantors (excluding Stepping-Out Guarantors) shall indemnify such Guarantor in an amount such that the excess over the Required Portion is allocated to each of the Guarantors (excluding Stepping-Out Guarantors) on a *pro rata* basis. The "**Required Proportion**" is equal to the Adjusted Contribution Key Percentage applicable to the relevant Guarantee. Any indemnity or contribution payment from one Guarantor to another under this Article 7 shall bear interest at a rate equal to one month EURIBOR plus 500 basis points which shall accrue from the date of demand of such payment to the date such payment is received by such Guarantor.

(b) The provisions of this Article 7 shall apply *mutatis mutandis* if a euro-area Member State issues any Guarantees according to an Adjusted Contribution Key Percentage in excess of that which would apply to it once 100% Total Guarantee Commitments have been obtained provided that the term "Guarantor" shall include any euro-area Member State which has not yet provided its Commitment Confirmation prior to EFSF issuing or entering into the relevant Funding Instrument.

(2) The obligations of each Guarantor to make contributions or indemnity payments under this Article are continuing obligations which extend to the ultimate balance of sums due regardless of any intermediate payment or discharge in whole or in part.

(3) The indemnity and contribution obligations of any Guarantor under this Article will not be affected by any act, omission, matter or thing which, but for this Article, would reduce, release or prejudice any of its obligations under this Article (without limitation and whether or not known to it or any other person) including:

(i) any time, waiver or consent granted to, or composition with, any person;

(ii) the release of any person under the terms of any composition or arrangement;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person; or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

(v) any amendment (however fundamental) or replacement of any Loan Facility Agreement, Loan or any document or security;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or

(vii) any insolvency or similar proceedings.

8. CALCULATIONS AND ADJUSTMENT OF THE GUARANTEES

(1) The Parties agree that EFSF may appoint EIB (or such other agency, institution, EU institution or financial institution as is approved unanimously by the Guarantors) with the task of making the calculations for the purposes of this Agreement, each Loan Facility Agreement, the financing of EFSF by issuing or entering into Funding Instruments (or otherwise) and the Guarantees. If EIB (or such other agency, institution, EU institution or financial institution) accepts such appointment, it shall calculate the interest rate for each Loan in accordance with the terms of the relevant Loan Facility Agreement, calculate the amounts payable on each interest payment date and notify the relevant Borrower and EFSF thereof and make all such other calculations and notifications as are necessary for the purposes of this Agreement, the Guarantees and the Funding Instruments.

(2) In the event that a Guarantor experiences severe financial difficulties and requests a stability support loan or benefits from financial support under a similar programme, it (the "**Stepping-Out Guarantor**") may request the other Guarantors to suspend its commitment to provide further Guarantees under this Agreement. The remaining Guarantors, acting unanimously and meeting via the Eurogroup Working Group may decide to accept such a request and in this event, the Stepping-Out Guarantor shall not be required to issue its Guarantee in respect of any further issues of or entry into Funding Instruments by EFSF and any further Guarantees to be issued under this Agreement shall be issued by the remaining Guarantors and the Adjusted Contribution Key Percentage for the issuance of further Guarantees shall be adjusted accordingly. Such adjustments shall not affect the liability of the Stepping-Out Guarantor under existing Guarantees. It is acknowledged and agreed that the Hellenic Republic is deemed to be a Stepping-Out Guarantor with effect from the entry into force of this Agreement.

9. BREACH OF OBLIGATIONS UNDER A LOAN FACILITY AGREEMENT AND AMENDMENTS AND/OR WAIVERS

(1) If EFSF becomes aware of a breach of an obligation under a Loan Facility Agreement, it shall promptly inform the Guarantors (through the Eurogroup Working Group Chairman), the Commission and the ECB about this situation and shall propose how to react to it. The Euro Working Group Chairman will coordinate the position of the Guarantors and will inform EFSF, the Commission and the ECB of the decision taken. EFSF will thereafter implement the decision in accordance with the relevant Loan Facility Agreement.

(2) If EFSF becomes aware of a situation where amendments, a restructuring and/or waivers relating to any Loan made under a Loan Facility Agreement may become necessary, it shall inform the Guarantors through the Eurogroup Working Group Chairman, the Commission and the ECB about this situation and shall propose how to react to it. The Eurogroup Working Group Chairman will coordinate the position of the Guarantors and will inform EFSF, the Commission and the ECB of the decision taken. EFSF will thereafter implement the decision and, following instructions of the Guarantors, negotiate and sign a corresponding amendment, a restructuring or waiver or a new loan agreement with the relevant Borrower or any other arrangement needed.

(3) In other cases than those referred to in Article 9(1) and 9(2), if EFSF becomes aware of a situation where there is a need for the Guarantors to express an opinion or take an action in relation to a Loan Facility Agreement, it shall inform the Guarantors through the Eurogroup Working Group Chairman about this situation, and shall propose how to react to it. The Eurogroup Working Group Chairman will coordinate the position of the Guarantors and will inform EFSF, the Commission and the ECB of the decision taken. EFSF will thereafter implement the decision taken in whichever form is needed.

(4) In the event that the euro-area Member States consent to the modification of any MoU entered into with a Borrower, the Commission shall be authorised to sign the amendment(s) to such MoU on behalf of the euro-area Member States.

10. EFSF, INTER-GUARANTOR DECISIONS, DIRECTORS AND GOVERNANCE

(1) EFSF shall have a board of directors consisting of as many directors as there are EFSF Shareholders. Each EFSF Shareholder shall be entitled to propose for nomination one person to act as a director of EFSF and the other EFSF Shareholders hereby irrevocably undertake that they shall use their votes as shareholders of EFSF in the relevant general meetings to approve as a director the person proposed by such euro-area Member State. They shall equally use their votes as EFSF Shareholders to remove a person as director of EFSF if this is so requested by the euro-area member State which proposed such director for nomination.

(2) Each EFSF Shareholder shall propose for nomination to the board of directors of EFSF its representative in the Eurogroup Working Group from time to time (or such person's alternate as representative on such group). The Commission and ECB shall each be entitled to appoint an observer who may take part in the meetings of the board of directors and may present its observations, without however having the power to vote. The board of directors may permit other institutions of the European Union to appoint such observers.

(3) In the event of a vacancy of a member of the board of directors each euro-area Member State shall ensure that the member of the Board nominated upon its proposal approves as a replacement director the person proposed for nomination by the relevant euro-area Member State which does not have a director nominated upon its proposal.

(4) The euro-area Member States acknowledge and agree that, in the event of a vote of the board of directors of EFSF, each director which has been proposed for nomination by a euro-area Member State shall have a weighted number of the total number of votes which corresponds to the number of shares which his/her nominating euro-area Member State holds in the issued share capital of EFSF.

(5) The Guarantors agree that the following matters affecting their roles and liabilities as Guarantors shall require to be approved by them on a unanimous basis:

(a) decisions in relation to the grant of a Loan Facility Agreement to a euro-area Member State including the approval of the relevant MoU and Loan Facility Agreement;

(b) decisions regarding the disbursement of Loans under an existing Loan Facility Agreement in particular as to whether conditionality criteria for a disbursement are satisfied on the basis of a report of the Commission;

(c) any modification to this Agreement including as to the availability period to grant Loan Facility Agreements;

(d) any modification to the following terms of any Loan Facility Agreement: aggregate principal amount of a Loan Facility Agreement, availability period, repayment profile or interest rate of any outstanding Loan;

(e) the terms of the EFSF Programme, the programme size and the approval of any Offering Materials;

(f) any decision to permit an existing Guarantor to cease to issue further guarantees;

(g) significant changes to the credit enhancement structure;

(h) the funding strategy of each EFSF Programme and any decision to permit a Diversified Funding Strategy (including the manner in which EFSF allocates its operating costs and the funding costs of Funding Instruments to Loans and Loan Facility Agreements if a Diversified Funding Strategy is adopted); or

(i) any increase in the aggregate amount of Guarantees which might be issued under this Agreement.

For the purpose of this Article 10(5) and any other provision of this Agreement which requires a unanimous decision of the Guarantors, unanimity means a positive or negative vote of all those Guarantors which are present and participate (by voting positively or negatively) in the relevant decision (ignoring any abstentions or absences) provided that any Guarantor which is no longer issuing new Guarantees (in particular, the Stepping-Out Guarantors) shall not be entitled to vote on any decision to make a new Loan Facility Agreement, a new Loan or a new issuance of Funding Instruments which are not guaranteed by it provided that it shall continue to have the right to vote on decisions in relation to Loans or Funding Instruments in respect of which it has issued a Guarantee which remains outstanding. It is a condition precedent to the validity of any such vote that a quorum of a majority of Guarantors able to vote whose Guarantee Commitments represent no less than 2/3 of the Total Guaranteed Commitments are present at the meeting.

(6) The Guarantors agree that all matters which are not reserved to unanimity decision of the Guarantors pursuant to Article 10(5) (above) or unanimity decision of the euro-area Member States pursuant to Article 10(7) (below) and, in particular, the following matters affecting their roles and liabilities as Guarantors shall be decided by a majority of Guarantors (excluding however the Stepping-Out Guarantors) (i) whose Guarantee Commitments represent 2/3 of the Total Guarantee Commitments (in the event that no Guarantees have been issued) or (ii) if Guarantees have been issued, 2/3 of the aggregate maximum face amount of Guarantees which have been issued and remain outstanding provided that, in calculating the satisfaction of this threshold the face amount of Guarantees of a Guarantor which is a Stepped-Out Obligor or which has failed to pay under a Guarantee shall not be taken into account (a "**2/3 Majority**"):

(a) all decisions in relation to existing Loan Facility Agreements or Loans which are not specifically reserved to unanimity pursuant to Article 10(5) including decisions on breaches, waivers, restructurings and whether to declare defaults in relation to Loan Facility Agreements or Loans;

(b) issuances under an existing EFSF Programme (which programme has been approved unanimously by the Guarantors);

(c) operational matters in relation to debt issuance (including appointment of arrangers, lead managers, rating agents, trustees etc);

(d) detailed implementation of an approved Diversified Funding Strategy;

(e) detailed implementation of any additional credit enhancement approved pursuant to Article 10(5).

The proviso to Article 10(5) relating to euro-area Member States which no longer issue new Guarantees and/or are Stepping-Out Guarantors shall apply to votes on decisions within the scope of this Article 10(6).

(7) The following corporate matters in relation to EFSF shall require the unanimous decision of all euro-area Member States:

— increases in authorized and/or issued and paid-up share capital;

— increase in the level of commitments to subscribe for share capital;

— reductions in share capital;

— dividends;

— employment of the CEO of the EFSF;

— approving accounts;

— prolonging duration of company;

— liquidation;

— changes to the Articles of Association;

— any other matter not specifically dealt with in the Articles of Association or in this Agreement.

(8) The Guarantors or the euro-area Member States (as the case may be) shall take the decisions affecting the Guarantors and EFSF contemplated by Articles 10(5), (6) and (7) at meetings within the framework of the Eurogroup with the possibility to delegate the decision-making to the Eurogroup Working Group. All their decisions shall be communicated in writing by the Eurogroup Working Group Chairman to EFSF. For such decision-making, the Commission provides input on matters relating, in particular, to the MoU and the terms and conditions of the Loan Facility Agreements and other policy issues. The EFSF shall provide input relating, in particular, to the implementation of the Loan Facility Agreements, the issue of or entry into Financial Instruments and its general corporate matters.

(9) Each euro-area Member State hereby undertakes to the other euro-area Member States that it shall vote as shareholder of EFSF consistently with the decisions taken by the requisite majority of Guarantors or euro-area Member States (as the case may be) within the framework of such Eurogroup meetings and that it shall ensure that the director which has been proposed for nomination to the board of EFSF by it acts consistently with such decisions.

(10) Any decisions by the euro-area Member States to approve any MoU relating to a Loan Facility Agreement and Borrower and regarding any proposed modification to an MoU shall be taken by them acting unanimously.

(11) Euro-area Member States may, to the extent permissible under their national laws, provide indemnities to the persons proposed by them to be nominated as directors of EFSF.

(12) In the event that euro-area Member States agree unanimously to increase the issued paid-up capital of EFSF, each euro-area Member State shall subscribe and pay in full a percentage of such increase in paid up capital equal to its Contribution Key percentage of such increase in paid-up capital on or prior to the date specified by EFSF.

(13) Matters referred to decisions by euro-area Member State or Guarantors under this Agreement shall be decided as soon as reasonably practicable and necessary. In due course, operational guidelines may be adopted which may set out timelines for decisions to be taken in relation to this Agreement.

11. TERM AND LIQUIDATION OF EFSF

(1) This Agreement shall remain in full force and effect so long as there are amounts outstanding under any Loan Facility Agreements or Funding

Instruments issued by EFSF under an EFSF Programme or under any reimbursement amounts due to Guarantors.

(2) The euro-area Member States undertake that they shall liquidate EFSF in accordance with its Articles of Association on the earliest date after 30 June 2013 on which there are no longer Loans outstanding to a euro-area Member State and all Funding Instruments issued by EFSF and any reimbursement amounts due to Guarantors have been repaid in full.

(3) In the event that there are any residual liabilities of EFSF on its liquidation the euro-area Member States shall in a final meeting of shareholders decide on what basis these may be divided between the euro-area Member States.

(4) In the event there is a surplus on liquidation of EFSF it shall be distributed to its shareholders on a pro rata basis calculated by reference to their participation in the share capital of EFSF.

Prior to the determination of whether there is such a surplus:

(a) the credit balance of the Cash Reserve shall be paid to the Guarantors as described in Article 2(9); and

(b) any operating profit or surplus derived by EFSF which results from its issuance of Funding Instruments guaranteed by the Guarantors shall be paid as additional remuneration to the Guarantors by reference to their respective Adjusted Contribution Key Percentage.

12. APPOINTMENT OF EIB, ECB, OUTSOURCING AND DELEGATION

(1) EFSF may appoint EIB (or such other agencies, institution, EU institution, financial institution or other persons as is approved unanimously by the euro-area Member States) for the purpose of:

(a) managing the receipt of funds from investors following the issue of bonds or securities under an EFSF Programme, the management of the transmission of these funds to Borrowers in the form of Loans and the receipt of funds from Borrowers and the application of such funds to meet scheduled payments of principal and interest under the bonds and debt securities and, following the making of payments under a Guarantee, the management of funds received from Borrowers and the distribution of reimbursement amounts to the Guarantors;

(b) the related management of the treasury of EFSF including in particular the Cash Reserve and any funds received by way of early repayment or prepayment of Loans pending the application of such funds to repay Funding Instruments;

(c) such other related cash and treasury management tasks as may be delegated from time to time;

(d) providing legal services, accounting services, human resources services, facilities management, procurement services, internal audit and such other services as require outsourcing and/or logistical support.

These appointments may be effected pursuant to a Service Level Contract between EFSF and EIB (or the relevant agency or institution).

(2) EFSF may contract the ECB to act as its paying agent. EFSF may appoint ECB (or another agency, institution, EU institution, financial institution or other persons approved unanimously by the Guarantors) to maintain its bank and securities accounts.

(3) EFSF shall, in the event of the adoption of a Diversified Funding Strategy and subject to the unanimous approval of the Guarantors (other than Stepping-Out Guarantors), be entitled to and may delegate asset and liability management functions and the other activities and functions described in Article 4(6) to one or more debt management agencies of a euro-area Member State or such other agencies, institutions, EU institutions or financial institutions as are approved unanimously by the Guarantors.

(4) EFSF shall be entitled to delegate and/or outsource on arm's length commercial terms to any agency, institution, EU institution, financial institution or other persons such other functions as its board of directors consider desirable for the efficient discharge of its functions.

13. ADMINISTRATIVE PROVISIONS

(1) The operating and out-of-pocket costs of EFSF shall be paid by EFSF out of its general revenues and resources. Fees and expenses directly related to funding may be re-invoiced to the relevant Borrowers (as appropriate).

(2) Upon the incorporation of EFSF it shall assume full responsibility for all costs and expenses incurred in its setting-up and incorporation. In addition, it shall assume all liabilities and obligations (including indemnity obligations) under contracts and arrangements entered into on its behalf and for its benefit (whether by a shareholder or a third party) prior to its incorporation.

(3) EFSF shall report to the euro-area Member States and the Commission on the outstanding claims and liabilities under the Loan Facility Agreements, EFSF Funding Instrument issues and the Guarantees on a quarterly basis.

(4) EFSF will report to the Guarantors and request instructions from the Eurogroup Working Group Chairman regarding unsettled claims and liabilities or any other issues that may arise under this Agreement or in connection with any Guarantee.

(5) The Parties shall not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of all the other Parties to this Agreement.

(6) (a) The euro-area Member States hereby agree that the shares they hold in EFSF cannot be transferred by any EFSF Shareholder during a period of 10 (ten) years from the date of acquisition of the shares by the relevant EFSF Shareholder except with the unanimous consent of all EFSF Shareholders. Such restriction does not apply to (i) the initial transfer by the sole founding shareholder (if any) to the other euro-area Member States and (ii) proportionate transfers by each EFSF Shareholder to any new euro-area Member State which adopts the Euro as its currency after the incorporation of the Company.

(b) In the event that a euro-area Member State wishes to dispose of its shares in EFSF after expiry of the lock-up period in Article 6.4 of the Articles of Association of EFSF, it shall offer such shares to be purchased by the other shareholders of EFSF on a pro rata basis to their shareholdings in EFSF. Any shares which are not purchased by a shareholder to whom they are offered may be offered to and acquired by any other EFSF Shareholder. If no EFSF Shareholder wishes to purchase such shares then, to the extent it has funds available for this purpose, EFSF may acquire such shares at their fair market value.

(7) In the event that a new country becomes a euro-area Member State, the Parties hereto shall permit such new euro-area Member State to become a shareholder of EFSF by receiving a transfer of shares from other shareholders of EFSF such that its aggregate percentage holding of shares in EFSF corresponds with its

Contribution Key and to adhere to the terms of this Agreement. The Parties shall negotiate in good faith as to the basis upon which such new adhering euro-area Member State shall accede to this Agreement.

(8) In the event that one euro-area Member State incorporates EFSF, it shall promptly upon execution and entry into force of this Agreement transfer shares to the other euro-area Member States such that their respective percentage holdings of shares in EFSF corresponds with their respective Contribution Keys.

(9) The terms:

— "**Business Day**" means a day on which Target 2 is open for settlement of payments in Euro.

— "**Target 2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

14. COMMUNICATIONS

All notices in relation to this Agreement shall be validly given if in writing and sent to the addresses and contact details to be set out in the operating guidelines which shall be adopted by the Parties for the purpose of this Agreement.

15. MISCELLANEOUS

(1) If any one or more of the provisions contained in this Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not be affected or impaired thereby. Provisions which are fully or in part invalid, illegal or unenforceable shall be interpreted and thus implemented according to the spirit and purpose of this Agreement.

(2) The Preamble to this Agreement forms an integral part of this Agreement.

(3) Each of the Parties hereby irrevocably and unconditionally waives all immunity to which it is or may become entitled, in respect of itself or its assets or revenues, from legal proceedings in relation to this Agreement, including, without limitation, immunity from suit, judgment or other order, from attachment, arrest, detention or injunction prior to judgment, and from any form of execution and enforcement against it, its assets or revenues after judgment to the extent not prohibited by mandatory law.

(4) A person who is not a party to this Agreement shall not be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

(5) This Agreement may be amended by the Parties in writing.

16. GOVERNING LAW AND JURISDICTION

(1) This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

(2) Any dispute arising from or in the context of this Agreement shall be settled amicably. In the absence of such amicable agreement, the euro-area Member States agree that to the extent it constitutes a dispute between them only, it shall be submitted to the exclusive jurisdiction of the Court of Justice of the European Union. To the extent there is a dispute between one or more euro-

area Member States and EFSF, the Parties agree to submit the dispute to the exclusive jurisdiction of the Courts of the Grand Duchy of Luxembourg.

17. EXECUTION OF THE AGREEMENT

This Agreement may be executed in any number of counterparts signed by one or more of the Parties. The counterparts each form an integral part of the original Agreement and the signature of the counterparts shall have the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

EFSF is authorised to promptly after the signature of this Agreement supply conformed copies of the Agreement to each of the Parties.

18. ANNEXES

The Annexes to this Agreement shall constitute an integral part thereof:

1. List of Guarantors with their respective Guarantee Commitments;

2. Contribution Key; and

3. Template Commitment Confirmation.

ANNEX 1
LIST OF GUARANTOR EURO-AREA MEMBER STATES WITH THEIR RESPECTIVE GUARANTEE COMMITMENTS

	Guarantee Commitments
Country	**EUR (millions)**
Kingdom of Belgium	15,292.18
Federal Republic of Germany	119,390.07
Ireland	7,002.40
Kingdom of Spain	52,352.51
French Republic	89,657.45
Italian Republic	78,784.72
Republic of Cyprus	863.09
Grand Duchy of Luxembourg	1,101.39
Republic of Malta	398.44
Kingdom of the Netherlands	25,143.58
Republic of Austria	12,241.43
Portuguese Republic	11,035.38
Republic of Slovenia	2,072.92
Slovak Republic	4,371.54
Republic of Finland	7,905.20
Hellenic Republic	12,387.70
Total Guarantee Commitments	440,000.00

ANNEX 2
CONTRIBUTION KEY

Member State	**ECB Capital subscription key%**	**Contribution Key**

Kingdom of Belgium	2.4256	3,475494866853410%
Federal Republic of Germany	18.9373	27,134106588911300%
Ireland	1.1107	1,591454546757130%
Kingdom of Spain	8.3040	11,898297070560200%
French Republic	14.2212	20,376693436879900%
Italian Republic	12.4966	17,905618879089900%
Republic of Cyprus	0.1369	0,196155692312101%
Grand Duchy of Luxembourg	0.1747	0,250317015682425%
Republic of Malta	0.0632	0,090555440132394%
Kingdom of the Netherlands	3.9882	5,7144494673420 10%
Republic of Austria	1.9417	2,782143957358700%
Portuguese Republic	1.7504	2,508041810249100%
Republic of Slovenia	0.3288	0,471117542967267%
Slovak Republic	0.6934	0,993530730819656%
Republic of Finland	1.2539	1,796637126297610%
Hellenic Republic	1.9649	2,815385827787050%
Total	67.8266	100,000000000000000%

ANNEX 3
TEMPLATE FOR COMMITMENT CONFIRMATION

[Letter-head of Authorities of Euro Area Member State]

By fax followed by registered mail:

European Financial Stability Facility
[•]
Fax: [•]

Copy to:

[•]
[•]
Fax: [•]

Re: European Financial Stability Facility ("EFSF") — Confirmation Commitment

Dear Sirs,

We refer to the EFSF Framework Agreement between the Kingdom of Belgium, Federal Republic of Germany, Ireland, Kingdom of Spain, French Republic, Italian Republic, Republic of Cyprus, Grand Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Austria, Portuguese Republic, Republic of Slovenia, Slovak Republic, Republic of Finland, the Hellenic Republic and EFSF (the "**Parties**") signed on [•] 2010.

We hereby notify you that we are duly authorised under our national laws to permit us to be bound by the above mentioned Agreement with effect from [date].

Yours faithfully,

[**Name of euro-area Member State**]

[•] [•]

PARIS-1-1075295-v17

Number 16 *of* 2010

EUROPEAN FINANCIAL STABILITY FACILITY ACT 2010

REVISED

Updated to 28 May 2019

About this Revised Act

This Revised Act presents the text of the Act as it has been amended since enactment, and preserves the format in which it was passed.

Related legislation

This Act is not collectively cited with any other Act.

Annotations

This Revised Act is not annotated and only shows textual amendments. An annotated version of this revision is also available which shows textual and non-textual amendments and their sources. It also shows editorial notes including statutory instruments made pursuant to the Act and previous affecting provisions.

Material not updated in this revision

Where other legislation is amended by this Act, those amendments may have been superseded by other amendments in other legislation, or the amended legislation may have been repealed or revoked. This information is not represented in this revision but will be reflected in a revision of the amended legislation if one is available. A list of legislative changes to any Act, and to statutory instruments from 1972, may be found linked from the page of the Act or statutory instrument at www.irishstatutebook.ie.