

Board of Directors  
Andreas Dracopoulos, Co-President  
Philip Niarchos, Co-President  
Spyros Niarchos, Co-President  
George Agouridis  
Heini Murer

October 18, 2016

By Courier:

Ms. Efi Prokopaki  
President  
Estia - Special & Social Care Centre for People with Intellectual Disability  
13 Sonia Nikolakopoulou Str.  
GR-154 51, Psychiko  
Greece

Dear Ms. Prokopaki:

The Board of Directors of the Stavros S. Niarchos Foundation for Charity (the "Foundation") has awarded a grant of up to EUR €150,000 (the "Grant") to the Estia - Special & Social Care Centre for People with Intellectual Disability (the "Grantee"), subject to the terms and conditions of this letter agreement (this "Agreement"), beginning on the date ("Effective Date") the Agreement is signed by an authorized officer of the Grantee.

**Purpose of Grant:** The Grant is awarded exclusively in partial support of staff costs for two semi autonomous living units over two years, as described in the Grantee's approved proposal (Exhibit A) to the Foundation dated October 4, 2016.

**Grant Payment:** The Grant will be paid after the Effective Date, subject to meeting the Grant payment conditions specified in Exhibit A, via electronic funds transfer, in accordance with the instructions supplied by the Grantee.

**Reporting to the Foundation:** Within three (3) months of payment of the Grant, or at such other time as the Foundation may request, the Grantee will submit to the Foundation a written report of the Grantee's progress in its use of the Grant. The report must include a description of the Project's programmatic accomplishments and progress, a detailed itemization of the manner in which the Grant is applied or expended, including a statement of any unexpended balance of the Grant as of the date of the report.

**Grant Acknowledgement:** Unless the Foundation directs otherwise, the Grantee must acknowledge the "Stavros Niarchos Foundation" in all printed and electronic materials relevant to the Grant. The form and manner of acknowledgement, and the content of any press materials and information pertaining to the Grant, including grant amounts, require the prior written approval of the Foundation. The Foundation has the right to use grantee-related material (logos, photos, etc.) in all its printed and electronic communication platforms.

**Breach:** If the Grantee is in breach of this Agreement and remains in breach after (a) receipt of written notice from the Foundation specifying the nature of the breach and (b) a reasonable opportunity to cure the breach, the Foundation may cancel the grant and the Grantee will refund the Grant (whether expended or unexpended) to such extent as the Foundation may request.

**Recordkeeping:** For a period of at least one (1) year after the Grantee's final report under this Agreement, the Grantee will maintain separate accounting records related to the Grant and will make those records available to the Foundation and/or its designee upon request.

**Miscellaneous:** This Agreement sets forth the parties' entire agreement with respect to its subject matter and supersedes any and all prior understandings and agreements, whether written or oral. The parties may not amend or modify this Agreement, except by written instrument signed by both of them. All waivers must be in writing, and no waiver of a breach of any term of this Agreement will be deemed a waiver of any subsequent breach of that term or any other term or a general waiver. This Agreement may be executed in multiple counterparts, including via fax or e-mailed PDF. Each counterpart will be deemed an original, and all of them together shall constitute one agreement.

Very truly yours,

STAVROS S. NIARCHOS  
FOUNDATION FOR CHARITY

By: 

ON BEHALF OF  
THE BOARD OF DIRECTORS

Accepted and agreed to by the undersigned officer of the Grantee, acting on its behalf and with its due authorization.

**Please also initial each page of Exhibit A**

ESTIA - SPECIAL & SOCIAL CARE CENTRE FOR PEOPLE WITH INTELLECTUAL DISABILITY

By: 

Date: \_\_\_\_\_

Name: *Efi Prokopaki*  
Title: *President*

