MINOR SUB-CONCESSIONS REGULATION
OF THE SOCIÉTÉ ANONYME
WITH REGISTERED NAME
THESSALONIKI PORT AUTHORITY S.A.

PREAMBLE

The present Minor Sub-Concessions Regulation (hereinafter, the "**Regulation**") is enacted further to the provisions of Article 9 paragraph 3 of the Concession Agreement dated 2 February 2018 between the Greek State and Thessaloniki Port Authority S.A. in respect of the Use and Exploitation of Designated Areas and Assets within the Port of Thessaloniki (hereinafter, the "**Concession Agreement**"), which was ratified by virtue of the provisions of Law 4522/2018 (Government Gazette Issue ΦΕΚ A' 39/07-03-2018).

The purpose of this Regulation consists in the adoption of plain and transparent rules with respect to minor sub-concessions that are entered into by Thessaloniki Port Authority S.A. (hereinafter, the "**ThPA**") within the context of the exercise of all rights conferred thereto on the basis of the provisions of the Concession Agreement. In particular, the Regulation specifies the framework and determines the procedures regarding the awarding, conclusion, management, implementation, termination and renewal of minor sub-concession agreements between the ThPA and third parties, taken into consideration the principles of transactional transparency, publicity, equal access to resources, objectivity, prohibition of discriminatory practices and free competition.

The Regulation, which was duly ratified by the Board of Directors of the ThPA by virtue of the latter's resolution dated 6 June 2018, comprises thirteen (13) articles in total, which have as follows:

PART A – GENERAL PRINCIPLES

ARTICLE 1 – DEFINITION AND SCOPE OF APPLICATION

1.1. For the purposes of the present Regulation, the terms below shall have the following meaning:

1.1.1. **Open Tender Procedure**: means the tendering procedure that is declared in respect to a prospective MSC award by the competent ThPA bodies and in which any third party supplier may participate, provided that they express an interest to do so,

1.1.2. **Direct Award**: means the award and negotiation of the relevant MSC contract with a prospective supplier without the previous implementation of a tender procedure, in the cases restrictively listed in article 4.2. of the Regulation,

1.1.3. **Competent Body**: means, the constitutional body of the ThPA that is responsible for the award and conclusion of MSC contracts, in accordance with the provisions of article 3.1 of the Regulation,

1.1.4. **Managing Director/CEO**: means, the executive member of the Board of Directors of the ThPA, which has been entrusted with the powers and responsibilities of the latter identified in decisions under number and date 7360/23 March 2018 and 7376/30 April 2018, both electronically available in the General Commercial Registry (under registration number: 1380302,

1.1.5. **Board of Directors:** means, the supreme collective executive body and representation body of the ThPA, in accordance with the provisions of L. 2190/1920, whose latest minutes of meeting, as convened on 23 March 2018, is electronically available in the General Commercial Registry (under registration number: 1380302),

1.1.6. **Executive Committee**: means, the special committee of the Board of Directors of the ThpA, which has been entrusted with the powers and responsibilities of the latter, identified in decisions under number and date 7361/16.04.2018 and 7376/30 April 2018, both electronically available in the General Commercial Registry (under registration number: 1385977 and 1398158 respectively)

1.1.7. **MSC Committee**: means, the special committee incorporated in accordance with the detailed provisions of article 3.3 of the Regulation, which provides support to the Competent Body in the initiation of an MSC awarding procedure, the issuance of a request for proposal, the evaluation of the offers, the selection of the sub-concessionaire/counterparty and the management and monitoring of the contract,

1.1.8. **Designated Sub-concessions**: means, in accordance with article 3.6 of the Concession Agreement, all currently ongoing sub-concession agreements within the Concession Perimeter, that have been already ratified and/or entered into by the ThPA and are listed in Appendix 3.6 of the Concession Agreement,

1.1.9. **Regulation**: means, the present Regulation, which has been enacted by virtue of article 9 paragraph 3 of the Concession Agreement and was duly ratified by the Board of Directors of the ThPA by virtue of the latter's meeting dated 6 June 2018,

1.1.10. **Restricted (or Closed) Tender Procedure**: means, the tendering procedure that is declared in respect to a prospective MSC award by the competent ThPA bodies and in which the right to participate belongs to a limited number of suppliers that have been identified by the MSC Committee on the basis of a reasoned decision and whereby the number of such participating suppliers shall in no event be less than three (3),

1.1.11. **ThPA**: means the company with registered name "Thessaloniki Port Authority Société Anonyme",

1.1.12. **Concession Perimeter**: means, in accordance with the provisions of article 3.5 of the Concession Agreement, all land areas pertaining to the terrestrial port zone of the ThPA with the exception of the areas and spaces listed in the article above,

1.1.13. **Concession Agreement**: means, the Concession Agreement dated 2 February 2018 between the Greek State and Thessaloniki Port Authority S.A. in respect of the Use and Exploitation of Designated Areas and Assets within the Port of Thessaloniki, which was ratified by virtue of the provisions of Law 4522/2018 (Government Gazette Issue ΦΕΚ A' 39/07-03-2018),

1.1.14. **Sub-concession**: means, the concession by ThPA to contractors, service providers and any other third parties of the exclusive rights of possession, use, management, maintenance and exploitation of certain spaces, infrastructures, superstructures and buildings that comprise the object of the Concession Agreement, in such manner, so as to insure the independent operation of port sections by the above-mentioned third parties (taken also into consideration the particular provisions of individual contracts),

1.1.15. **Minor Sub-concession or MSC**: means, in accordance with the provisions of article 9.3. of the Concession Agreement, concessions to third parties of the use of any spaces (within and/or outside any built infrastructures) inside the Concession Perimeter, excluding the following categories of Sub-concessions:

1.1.15.1. Designated Sub-concessions and

1.1.15.2. The Sub-concessions pertaining to the operation of all (or, substantially all) terminals of the terrestrial port zone of the ThPA (see also article 3.3. of the Concession Agreement) and

1.1.15.3. The Sub-concessions of main or auxiliary port services, whereby the cost burdening ThPA for the construction of the new infrastructures and/or the expected revenue out of the provision of the above services exceeds € 1,000,000 on an annual basis.

1.2. It is expressly clarified that any concession to third parties, that takes place exclusively on the basis of commercial cooperation agreements (e.g., commercial leases) for the service of other operational port needs, does not fall within the regulatory scope of the present Regulation.

ARTICLE 2 – GENERAL PRINCIPLES

2.1. MSC Contracts falling within the context of the present Regulation are awarded on the basis of the rules and procedures set forth in the provisions of the latter and are governed by the terms of the request for proposal relating to their award as well as any applicable statutory provisions.

2.2. In concluding MSC contracts, the ThPA always acts in its capacity as Concessionaire (under the terms of the Concession Agreement).

2.3. In awarding MSC contracts and throughout the implementation thereof, the ThPA procures to comply with the principles of transactional transparency, publicity, equal access to resources, objectivity, prohibition of discriminatory practices and free competition. In this context, the ThPA commits to favouring the implementation of an Open or Restricted Tender Procedure for the identification of its counterparties over the Direct Award process, notwithstanding the provisions of article 4.2. of the present Regulation.

ARTICLE 3 – COMPETENT BODIES

3.1. The competent body of ThPA (hereinafter, the "**Competent Body**") in respect of all procedures related to the declaration of a tender, the evaluation of offers, the awarding of and the conclusion of MSC contracts shall be determined, in accordance with the overall financial consideration of the MSC. In particular:

3.1.1. Where the estimated total financial consideration does not exceed € 150,000, the competent body for the awarding of the MSC contract shall be the Managing Director/CEO of the ThPA,

3.1.2. Where the estimated total financial consideration exceeds € 150,000 but does not exceed € 1,000,000, the competent body for the awarding of the MSC contract shall be the Executive Committee of the ThPA,

3.1.3. Where the estimated total financial consideration exceeds € 1,000,000, the competent body for the awarding of the MSC contract shall be the Board of Directors of the ThPA.

3.2. The Competent Body, as may be from case to case, shall be facilitated in the initiation of a tender process, the issuance of a request for proposal, the evaluation of the offers, the selection of the sub-concessionaire/counterparty and the management and monitoring of the contract by a special committee, to be designated *ad hoc* for each MSC (hereinafter, the "**MSC Committee**").

3.3. The MSC Committee comprises at least three (3) members, including:

3.3.1. ThPA's Chief Financial Officer (CFO)

3.3.2. ThPA's Head of Procurement, and

3.3.3. The Head of ThPA's department that is competent for the due performance of contractual obligations under an MSC,

3.3.4. Any other officer of the ThPA, at the discretion of the Competent Body.

PART B – AWARD AND CONCLUSION OF MSC

ARTICLE 4 – TENDER AND AWARD PROCEDURES

4.1. The award of each MSC may take place either further to the conclusion of an Open or Restricted Tender Procedure or through a Direct Award..

4.2. Following a specially reasoned resolution of the MSC Committee, the Competent Body may proceed with a Direct Award and the negotiation of the terms of the respective MSC contract with the prospective supplier. No specially reasoned resolution is necessary in the cases restrictively listed below:

4.2.1. in cases where, on the basis of objective grounds and/or criteria, the MSC may only be awarded to the particular counterparty,

4.2.2. in cases of extreme urgency or emergency, which is attributable to unforeseen and unpredictable events outside the sphere of ThPA's control and which renders impossible the implementation of an Open or Restricted Tender Procedure,

4.2.3. in case the term of the MSC does not exceed one (1) year,

4.2.4. the MSC pertains to areas within the Concession Perimeter or services and the estimated total financial consideration thereof does not exceed the amount of € 100,000 per annum,

4.2.5. in case, following the performance of an Open or Restricted Public Tender Procedure, the MSC contract cannot be concluded and provided that, in such case, the financial consideration of the contract to be concluded further to a Direct Award

is not less than the minimum amount provided in the request for proposal of the Open or Restricted Public Tender Procedure for the conclusion of the MSC.

4.3. The implementation of an Open or Restricted Tender Procedure entails the following procedural phases:

4.3.1. Phase A (Expression of Interest), in which the request of proposal of the Open or Restricted Tender Procedure is published and interested parties can submit participation bids and documents evidencing their technical and financial sufficiency with a view to the due performance of the MSC,

4.3.2. Phase B (Submission of Bids), in which the potential counterparties preselected by the MSC Committee submit supporting evidence in connection with their participation bids (if required) as well as a financial offer,

4.3.3. Phase C (Negotiations), in which the MSC committee invites one or more participants to negotiate the terms of the MSC contracts,

4.3.4. Phase D (Award), in which, following the submission of any additional supporting documents, the MSC contract between ThPA and the selected counterparty is executed.

4.4. The MSC Committee retains the right to deviate from the above procedure (by merging, for instance Phases A and B into one single phase) for reasons of efficiency and/or in order to speed up the process, where this is required as a result of the circumstances relating to the particular MSC and/or the needs of ThPA. The MSC Committee may also, at its discretion, request interested parties to provide additional information regarding their adequacy and/or suitability for the execution of the MSC under award.

4.5. ThPA retains the right, in any phase of the process and until the conclusion of the MSC contract, to interrupt, suspend, repeat or cancel the award procedure, without any penalty for the ThPA, further to providing appropriate notice to all participating parties. Indicaticely, ThPA shall retain such right in the following instances:

4.5.1. An Open or Restricted Tender Procedure ends up, according to the MSC Committee and/or the Competent Body, unproductive,

4.5.2. Low participation levels of interested parties in an Open or Restricted Tender Procedure, so that free competition cannot be adequately guaranteed and/or there are significant indications pertaining to concerted practices between participants, in a matter so as to suggest that it hinders free competition,

4.5.3. Concerns are raised with respect to the validity and the normality of an Open or Restricted Tender Procedure because of the conduct of the participants thereto,

4.5.4. Change of ThPA's operational needs.

ARTICLE 5 – REQUEST FOR PROPOSAL

5.1. The implementation of any Open or Closed Tender Procedure is initiated following the issuance of a relevant request for proposal, which is drafted by the MSC Committee and is published in accordance with the provisions of article 5.3. of this Regulation.

5.2. The request for proposal determines the regulatory framework of the tender process and includes, at a minimum, the following particulars:

5.2.1. The name, address, contact details (phone number, fax, e-mail) of ThPA and the competent official,

5.2.2. A description of the awarding process (Open or Restricted Tender Procedure) as well as a designation of the Competent Body and the MSC Committee,

5.2.3. A detailed description of the object of the MSC,

5.2.4. The participation requirements for interested parties (e.g., personal status, sufficiency of financial means, required technical or professional capacity etc.) as well as potential impediments to participation or grounds for disqualification,

5.2.5. The date on which performance of the MSC is expected to start and the total duration thereof,

5.2.6. The technical and financial criteria for the selection of a sub-concessionaire,

5.2.7. The expected form and content of the offers to be submitted (so that the latter may proceed in the evaluation stage) and the minimum duration of validity thereof,

5.2.8. The deadline for the submission of expressions of interest and/or offers,

5.2.9. The requisite guarantees to be provided in the context of the MSC, in accordance with the provisions of article 7 of the Regulation,

5.2.10. A draft of the MSC contract to be entered into with the ThPA,

5.2.11. The desired payment terms,

5.2.12. The grounds on which the MSC contract may be terminated early as well as all grounds which would give rise to ThPA's right to terminate the contract,

5.2.13. Any other information deemed to be appropriate at the discretion of the MSC Committee, taking into consideration ThPA's needs and the requirements of each MSC on a case-by-case basis.

5.3. Publication of the requests for proposal shall take place in the Greek language (and, to the extent considered appropriate, in the English language as well), as follows:

5.3.1. In cases of Open Tender Procedures, the content of the request for proposal is published in ThPA's webpage (www.thpa.gr) and, as deemed appropriate by the MSC Committee, in any other means (e.g., in the press) at least twenty (20) days before the deadline for the submission of offers. In extraordinary cases, such deadline may be halved to ten (10) days.

5.3.2. In cases of Restricted Tender Procedures, the content of the request for proposal is simultaneously notified to all parties that have been pre-selected on the basis of objective criteria by the MSC Committee and which are at least three (3), via any means considered appropriate (including e-mail). A brief announcement regarding the initiation of a Restricted Tender Procedure and the object of the respective MSC is published on ThPA's website.

5.4. It is expressly clarified that a request for proposal does not constitute an invitation to contract and that the submission of an offer does not guarantee that the offer will be accepted.

ARTICLE 6 – EVALUATION OF OFFERS AND SELECTION OF COUNTERPARTIES

6.1. The MSC Committee evaluates all submitted offers on the basis of technical and financial criteria. In this context, the MSC Committee is responsible for the advance determination of the following evaluation criteria:

6.1.1. Minimum level of completeness of participation bids to an Open or Restricted Tender Procedure, on the basis of which a substantive evaluation thereof may take place,

6.1.2. Technical and qualitative evaluation criteria (e.g., experience of sub-concessionaire in similar projects, quality of service, special know-how and/or ability to innovate, timely and efficient execution and preparation of deliverables etc.),

6.1.3. Desired characteristics of the financial offer (e.g., payment method, discounts),

6.1.4. Special weights assigned to each of the technical and financial criteria.

6.2. The evaluation is carried out on the basis of the above criteria, as such are further specified in the relevant request for proposal. The technical aspect of the assessment shall always precede the financial aspect.

6.3. Once the evaluation process is successfully concluded, the MSC Committee invites the candidate or candidates that received the highest marks to negotiations for the conclusion of a contract. If deemed necessary, the MSC Committee shall be able to perform an additional round of negotiations regarding the financial offers.

6.4. Once negotiations are concluded, the MSC Committee drafts a special resolution regarding the award for the MSC contract, which is thereafter ratified by the Competent Body.

ARTICLE 7 – GUARANTEES

7.1. ThPA may request from its sub-concessionaire counterparty appropriate guarantees in any stage of the selection and award procedure as well as upon execution of the MSC contract. In particular:

7.1.1. A participation guarantee letter may constitute, at the discretion of the MSC Committee, a prerequisite for the participation to an Open or Restricted Tender Procedure. Such guarantee letter shall be forfeited in favour of the ThPA in case a prospective counterparty does not appear before the Competent Body within the

specified deadline for purposes of entering into a contract. In any other event, it shall be returned to the issuer following the conclusion of an MSC contract or the conclusion of the Open or Restricted Tender Procedure (as the case may be).

7.1.2. A good performance guarantee letter shall be submitted in all cases where an MSC contract is concluded. Such guarantee letter shall remain into force and/or renewed throughout the entire term of the MSC and it shall be forfeited in favour of the ThPA in all cases set forth under article 11.4 of the present Regulation as well as in any other instances, as may be stipulated in the respective MSC contract. Such guarantee letter shall be returned to the issuer following the expiry of the MSC contract.

7.1.3. Additional good performance guarantees and/or operation warranties shall be submitted, at the discretion of the MSC Committee, in cases where the contract provides for the implementation of investments. Such guarantee letter(s) shall be returned to the issuer following the certification of the investment and the execution of a final delivery protocol and/or the expiry of the warranty period, as the case may be.

7.2. The guarantees set forth in the provisions of the present article shall be exclusively issued in the form of a first-demand guarantee letter by a credible and creditworthy financial institution or fund that lawfully operates in Greece or any other country of the European Economic Area. The equivalent amount of cash deposited in the treasury of the ThPA and/or guarantee letters issued in accordance with the applicable provisions on treasuries shall also be considered to constitute guarantees within the meaning of this Article.

ARTICLE 8 – CONCLUSION OF CONTRACTS

8.1. All MSC contracts are entered into in writing.

8.2. The terms of the MSC contract prevail, insofar as they are not contrary to the law and the provisions of the Concession Agreement, over any other contractual document, which may govern the MSC in question (including, but not limited to, the relevant request for proposal and offer bid that may have submitted).

8.3. Throughout the execution of MSC contracts, ThPA is represented by the Competent Body or by any individual to whom relevant authority has been conferred by virtue of a special and written resolution of the latter.

PART C – MSC CONTRACTS

ARTICLE 9 – TERM OF MSC CONTRACTS AND RENEWAL OF THEIR DURATION

9.1. MSC contracts shall be entered into as fixed term contracts, whose duration may not exceed five (5) years.

9.2. In cases where the process of Direct Award set forth in the provisions of article 4.2 above is activated, the initial term of the respective MSC contract may not exceed one (1) year. Subsequently, the entire term of the contract, including any relevant extensions, may not exceed two (2) years.

9.3. By virtue of a resolution of the Competent Body, the term of the MSC contracts may be extended for an amount of time that does not exceed the contract's initial term and provided that:

9.3.1. The extension can be justified on the basis of objective grounds and/or

9.3.2. The extension can be justified on the basis of safeguarding ThPA's best interests.

9.4. Renewal of an MSC contract in accordance with the provisions of article 9.3 can be granted provided that the following conditions are cumulatively met:

9.4.1. Throughout its period of extension, the MSC contract shall remain into force under materially the same terms and conditions,

9.4.2. The sub-concessionaire in an MSC contract has not breached any material terms of the contract.

ARTICLE 10 – PERFORMANCE OF MSC CONTRACTS

10.1. Throughout the term of the MSC contract, the MSC Committee (or the members thereof that have been specifically authorized for this purpose) monitors the due and timely performance of the obligations of the counterparties under such contract. In this context, the MSC Committee may provide the counterparties with written or oral directions and guidelines, provided that such directions and guidelines do not amend or extend the scope of the object of the particular MSC.

10.2. Any further concession of the MSC contract, in whole or in part, by the sub-concessionaire to any third party is prohibited without the prior written consent of the Competent Body, which shall be granted at the absolute discretion of the latter. A breach of this obligation may give rise to ThPA's right to terminate the contract for cause.

10.3. Any change in the shareholding or ownership composition of a counterparty, with whom the ThPA has entered into an MSC contract, which exceeds fifty percent (50%), shall be notified to the MSC Committee and the Competent Body without undue delay.

ARTICLE 11 – EXPIRY AND TERMINATION

11.1. The MSC contract is terminated by virtue of mutual agreement between the parties, by virtue of the exercise of a termination right by each of the parties, according to the provisions of the contract and the applicable legislation, and by virtue of the expiry of its contractual duration.

11.2. Notwithstanding the provisions of applicable legislation and to the extent the contract does not include any different provisions to this effect, both parties are entitled to terminate the contract by serving notice to their counterparty at least two (2) months prior to the intended date on which termination shall become effective.

11.3. The parties retain the right to terminate the MSC contract for cause. Among others, the following instances will be considered to give rise to ThPA's right to terminate the MSC contract for cause:

11.3.1. Non-compliance of the sub-concessionaire with material provisions of the MSC contract, in which case, ThPA may stipulate a reasonable period up to thirty (30) days for the sub-concessionaire to comply with the respective contractual obligation,

11.3.2. The sub-concessionaire is declared bankrupt and/or in a special administration and/or special liquidation and/or any other insolvency status and/or is placed into a voluntary dissolution and liquidation status,

11.3.3. Declaration of forfeiture of the sub-concessionaire in tendering processes of the greater public sector,

11.3.4. Issuance of a final decision by the competent courts and/or the competition authorities, by virtue of which the sub-concessionaire is found to have breached the rules of free competition,

11.3.5. Breach of any terms and conditions imposed on the ThPA by virtue of the Concession Agreement by the sub-concessionaire,

11.3.6. Breach of the sub-concessionaire's obligations stipulated in the provisions of articles 10.2 and 10.3 of the Regulation.

11.4. In case of termination of the contract for any reason that is attributable to the responsibility of the sub-concessionaire, any submitted guarantee letters shall be forfeited in favour of the ThPA.

PART D – FINAL PROVISIONS

ARTICLE 12 – APPLICABLE LAW AND JURISDICTION

12.1. The present Regulation is governed by the provisions of the Concession Agreement and Law 4522/2018 (Government Gazette Issue ΦΕΚ Α' 39/07-03-2018), by virtue of which the provisions of such Concession Agreement were ratified, as well as by Greek law in general.

12.2. Any disputes that may arise between the ThPA and its counterparties in respect of the conclusion, the interpretation of the terms of, the performance and the termination of MSC contracts shall be subject to the jurisdiction of the Single-Member Court of First Instance of

Thessaloniki, which shall adjudicate such disputes on the basis of the special procedure stipulated in articles 615 to 620 of the Greek Code of Civil Procedure.

12.3. The contracting parties retain the right to subject the disputes referred to in article 12.2. of the present Regulation to arbitration.

ARTICLE 13 – PUBLICATION AND ENTRY INTO FORCE

13.1. Notwithstanding amendments, revisions and completions of this Regulation in compliance with any changes in the applicable legislation, the present Regulation shall not be amended, revised and/or completed more than once per year.

13.2. The present Regulation, as well as any future amendment thereof, shall be published in codified form and on a timely basis on a conspicuous, easily identifiable and accessible section of ThPA's website (www.thpa.gr).

13.3. This Regulation enters into force today, 6 June 2018, further to its ratification by virtue of a resolution dated 6 June 2018 of the Board of Directors of the ThPA.