# Appendix 1
# Form of Letters of Guarantee[1]

## Section 1: Committed Investment Letter of Guarantee

**Dated**

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**[Acceptable Bank] as BANK**
**and**

**HELLENIC REPUBLIC AND**
**Lenders[2] as BENEFICIARIES**

**ON DEMAND COMMITTED INVESTMENT LETTER OF GUARANTEE**

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[1] For the avoidance of any doubt, more than one Letter of Guarantee can be provided for the same purpose, provided that the sum of the respective amounts covers the necessary requirements and that they are identical in all other respects.
[2] In case no Designated Loan Agreements exist, the form is to be modified to exclude references to Lenders, Agent Bank and Designated Loan Agreements.

**LETTER OF GUARANTEE FOR COMMITTED INVESTMENT**

**No _____**

**FOR A MAXIMUM AMOUNT OF EURO** [*the amount of the Committed Investment*] (the **"Committed Investment"**)

From: [Acceptable Bank]

(the "**Bank**")

To

1. HELLENIC REPUBLIC

   (the "**First Beneficiary**"); and

**2.** [Agent Bank] as legal representative and on behalf of the Lenders

   (the **"Second Beneficiary"**),

   together, the Beneficiaries and each a Beneficiary

**Project: "Upgrade, Maintenance, Management and Operation of Cretan, Continental Greece and Ionian Sea Regional Airports"**

**(A).** Pursuant to a concession agreement made between [*SPV*] as the Concessionaire, the First Beneficiary, the Hellenic Republic Asset Development Fund Société Anonyme (the "**HRADF**") and _____ [*details of the Initial Shareholder(s)*] (the "**Initial Shareholder(s)**") dated _____ (the "**Concession Agreement**") the HRADF has granted the Concessionaire rights to maintain and operate certain Regional Airports.

**(B).** Pursuant to the Concession Agreement and in order to effect the Concession Commencement Date, the Initial Shareholders have requested the Bank to provide, and the Bank has agreed to provide, a letter of guarantee on the following terms in favour of the Beneficiaries.

**(C).** All capitalised terms not defined in this Letter of Guarantee shall have the respective meanings given to them in the Concession Agreement.

**1.** This letter of guarantee (the "**Letter of Guarantee**") is issued in favour of:

   (a) the First Beneficiary, which accepts this Letter of Guarantee pursuant to Article 12.4 (*Committed Investment Guarantee*) of the Concession Agreement; and

   (b) the Second Beneficiary, which accepts this Letter of Guarantee pursuant to Article 12.4 (*Committed Investment Guarantee*) of the Concession Agreement and as security under the Designated Loan Agreements between the Second Beneficiary and the Concessionaire.

**2.** The Bank unreservedly and irrevocably guarantees, undertaking this as if it were the sole principal debtor and not merely as surety, the payment of any amount up to the Committed Investment amounting to _____ Euro (€ ) (the "**Maximum Amount**"), definitively and irrevocably waiving any defence we would otherwise be entitled to as guarantor, including the defences of discussion and any rights, defences and benefits arising from the provisions of Articles 850, 852, 853-856, 862-864 and 866-868 of the Greek Civil Code. The Bank unreservedly and irrevocably undertakes to pay to the requesting Beneficiary any amount(s) up to the Maximum Amount, without prejudice to clauses 3 and 4 of this Letter of Guarantee, irrespective of any challenges, disagreements or objections by any of the Initial Shareholders and without investigation whether or not the Beneficiaries' request is substantiated, upon

the submission of a written request signed by an authorised representative of the requesting Beneficiary forthwith and in any case no later than 4 pm on the date of such request if the request is received by the Bank at or before 11 am on any Business Day, but if such request is received by the Bank after 11 am on any Business Day, the payment under this Letter of Guarantee must be made by 11 am on the next Business Day, provided that such request is submitted prior to the Expiry Date, as defined below, and provided that it:

(a) is accompanied by this Letter of Guarantee in the case of the Second Beneficiary or by a copy of this Letter of Guarantee certified by the Bank in the case of the First Beneficiary, and includes a statement signed by an authorised representative certifying the non-payment of any amount of the Committed Investment, according to the Committed Investment Payment Schedule, as this is defined in Article 9.1.4 of the Concession Agreement;
(b) includes the amount requested; and
(c) specifies the account of the Beneficiary into which this is to be deposited.

The Bank shall not be entitled to delay or withhold payment for any reason other than as set out in this Letter of Guarantee. The Bank shall accept several requests under this Letter of Guarantee, provided that the total amount requested through any of those requests does not exceed, individually or cumulatively, the Maximum Amount.

**3.** This Letter of Guarantee may be gradually reduced in proportion to the payment of the Committed Investment as this will be certified in accordance with the provisions of Articles 9.1.5(a) and 9.1.5(b) of the Concession Agreement and the relevant provisions of the State Direct Agreement.

**4.** The Maximum Amount shall be automatically reduced by the amount of any request that has been paid under this Letter of Guarantee. Payment shall be made in full and without any set-off, counterclaim or deductions on account of any liability whatsoever, including, without limitation, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

**5.** This Letter of Guarantee shall be rendered invalid and ineffective and all obligations under it shall cease to apply on the earliest of the following dates (the "**Expiry Date**"):

(a) one (1) month after _____ *[day of payment of the last instalment of the Committed Investment pursuant to Article 9.1.4 of the Concession Agreement]*; or

(b) the date on which the Maximum Amount will have been fully paid; or

(c) its return to the Bank.

**6.** The Bank shall make a payment under this Letter of Guarantee:

(a) without any notice or reference to the Initial Shareholders or to any other person;

(b) despite any notification to the Bank regarding non-payment by the Initial Shareholders or by any other person; and

(c) regardless of the performance or non-performance of a contractual obligation by any party to the Concession Agreement.

**7.** The Bank may rely on any written notification, document or certificate signed or appearing to have been signed by any person authorised by a Beneficiary.

**8.** The Bank and each Beneficiary, by accepting this Letter of Guarantee acknowledges and agrees that:

(a) the Beneficiaries may make a request under this Letter of Guarantee in accordance with its terms without having previously brought any action or made any claim against any party whose obligations are ensured through this Letter of Guarantee; and

(b) the Bank conducts business exclusively in writing and is not under a duty or responsibility to enquire into the legality of any request under this Letter of Guarantee or any other related transaction or any set off, counterclaim or defence measure between a Beneficiary and any party whose obligations are ensured through this Letter of Guarantee.

**9.** This Letter of Guarantee is issued by the Bank in _____ [*place of issue*]. Any notification to the Bank must be addressed at the Bank *[Bank's registered name]* at its above address and any payment request must be submitted at [ ]

*[NB: Specify branch for submissions and payment]*

**10.** This Letter of Guarantee and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Greek law. The Courts of Athens shall be exclusively competent to settle any dispute arising out of or in connection with this Letter of Guarantee (including any dispute relating to any non-contractual obligations arising out of or in connection with it).

**11.** If a provision of this Letter of Guarantee is rendered unlawful, invalid or unenforceable in any jurisdiction in relation to the Bank, this shall not affect:

(a) the validity or enforceability under that jurisdiction of any other provision of this Letter of Guarantee; or

(b) the validity or enforceability under other jurisdictions of this or of any other provision of this Letter of Guarantee and the valid provisions of this Letter of Guarantee shall be construed in accordance with the financial scope of this Letter of Guarantee.

Date 201_

_____

On behalf of

[*Bank*]

## Section 2: Works Performance Bond

**Dated**

**[Acceptable Bank] as BANK**
**and**

**HELLENIC REPUBLIC and**
**Lenders[3] as BENEFICIARIES**

**ON DEMAND WORKS PERFORMANCE LETTER OF GUARANTEE**

[3] In case no Designated Loan Agreements exist, the form is to be modified to exclude references to the Lenders, Agent Bank and Designated Loan Agreements.

**LETTER OF GUARANTEE FOR WORKS PERFORMANCE**

**No _____**

**FOR A MAXIMUM AMOUNT OF TWENTY MILLION EURO (€20,000,000)**

From: [*Acceptable Bank*] (the "**Bank**")

To:

1. **HELLENIC REPUBLIC** (the "**First Beneficiary**"); and
2. [Agent Bank] as legal representative and on behalf of the Lenders (the "**Second Beneficiary**"),

together, the **Beneficiaries** and each a **Beneficiary**

**Project "Upgrade, Maintenance, Management and Operation of Cretan, Continental Greece and Ionian Sea Regional Airports"**

(A) Pursuant to a concession agreement made between [*SPV*] as the Concessionaire, the First Beneficiary, the Hellenic Republic Asset Development Fund Société Anonyme (the "**HRADF**") and [*details of the Initial Shareholder(s)*] as the Initial Shareholders dated _____ (the "**Concession Agreement**") the HRADF has granted the Concessionaire rights to maintain and operate certain Regional Airports.

(B) Pursuant to the Design-Construction Contract(s) the Contractor has agreed to carry out certain works on behalf of the Concessionaire.

(C) The Concessionaire has requested the Bank to provide, and the Bank has agreed to provide, a letter of guarantee on the following terms in favour of the Beneficiaries.

(D) All capitalised terms not defined in this Letter of Guarantee shall have the respective meanings given to them in the Concession Agreement.

**1.** This letter of guarantee (the "**Letter of Guarantee**") is issued in favour of:

(a) the First Beneficiary, which accepts this Letter of Guarantee pursuant to Article 12.3.1 of the Concession Agreement; and

(b) the Second Beneficiary, which accepts this Letter of Guarantee as security under the Designated Loan Agreements between the Second Beneficiary and the Concessionaire.

**2.** The Bank unreservedly and irrevocably guarantees, undertaking this debt as if it were the sole principal debtor and not merely as surety, the payment of any amount up to the maximum total amount of twenty million Euro (€20,000,000) (the "**Maximum Amount**"), definitively and irrevocably waiving any defence it would otherwise be entitled to as guarantor, including the defences of discussion and any rights, defences and benefits arising from the provisions of Articles 850, 852, 853-856, 862-864 and 866-868 of the Greek Civil Code. The Bank unreservedly and irrevocably undertakes to pay to the Beneficiaries, irrespective of any challenges, disagreements or objections by the Contractor or the Concessionaire and without investigation whether or not the Beneficiaries' request is substantiated, upon the submission of a written request signed by an authorised representative of the requesting Beneficiary forthwith and in any case no later than 4 pm on the date of such request if the request is received by the Bank at or before 11 am on any Business Day, but if such request is received by the Bank after 11 am on any Business Day, the payment under this Letter of Guarantee must be made by 11 am on the next Business Day, provided that such request is made:

(a) in accordance with clause 5 of this Letter of Guarantee; and

(b) prior to the expiry of this Letter of Guarantee pursuant to clause 6 and subject to clause 6 of this Letter of Guarantee,

any amount(s) up to the Maximum Amount, without prejudice to clause 3 of this Letter of Guarantee. The Bank shall not be entitled to delay or withhold payment for any reason other than as set out in this Letter of Guarantee. The Bank shall accept several requests under this Letter of Guarantee, provided that the total amount requested through any of those multiple requests does not exceed the Maximum Amount.

**3.** The Maximum Amount shall be automatically reduced by the amount of any request that has been paid under this Letter of Guarantee. Payment shall be made in full and without any set-off, counterclaim or deductions on account of any liability whatsoever, including, without limitation, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

**4.** The Bank shall pay, under this Letter of Guarantee, any amount(s) available for payment under this Letter of Guarantee up to the Maximum Amount as follows:

4.1 in the case of the First Beneficiary, upon submittal to the Bank:

(a) of a copy of this Letter of Guarantee certified by the Bank; and

(b) a certificate signed by a person authorised by the First Beneficiary:

(i) stating that the Concessionaire breached or omitted to perform or comply with its obligations under the Concession Agreement; and

(ii) requesting payment of the amount stated therein (such amount not exceeding the part of the Maximum Amount available for payment at the time of submitting the request) which represents the total amount of claims of the First Beneficiary due to the reasons set out in clause 4.1(b)(i) above.

For the avoidance of doubt the demand of the First Beneficiary is not subject to the consent of the Second Beneficiary.

4.2. In the case of the Second Beneficiary, upon submittal to the Bank:

(a) of this Letter of Guarantee; and
(b) a certificate signed by a person authorised by the Second Beneficiary:

(i) stating that the Concessionaire breached or omitted to perform or comply with its obligations under the Designated Loan Agreements; and

(ii) requesting payment of the amount stated therein (such amount not exceeding the part of the Maximum Amount available for payment at the time of submitting the request) which represents the total amount of claims by the Second Beneficiary due to the reasons set out in clause 4.2(b)(i) above.

**5.** This Letter of Guarantee shall be rendered invalid and ineffective and all obligations under it shall cease to apply upon occurrence of the earliest of the following events:

(a) payment by the Bank under this Letter of Guarantee of amounts which cumulatively reach the Maximum Amount; or

(b) fifteen (15) days after receipt by the Bank of a copy of the Final Completion Certificate as set out in clause 6(b) below; or

(c) its return to the Bank.

**6.** Save in respect of any amounts demanded in writing before the expiry date of this Letter of Guarantee pursuant to clause 5, the Maximum Amount shall be reduced:

(a) by a percentage of thirty percent (30%) five (5) days after receipt by the Bank from the Concessionaire or the Contractor of a copy of the Final Completion Certificate issued in respect of the Imminent Refurbishment Works for all Regional Airports, signed by the First Beneficiary; and

(b) by the remaining percentage of seventy percent (70%) five (5) days after receipt by the Bank from the Concessionaire or the Contractor of a copy of the Final Completion Certificate issued in respect of the Imminent Works for all Regional Airports, signed by the First Beneficiary,

provided that the Bank notifies the Beneficiaries immediately that it has received a copy of each Final Completion Certificate in accordance with this clause 6.

**7.** The Bank shall make a payment under this Letter of Guarantee:

(a) without any notice or reference to the Contractor or the Concessionaire or to any other person;

(b) despite any notification to the Bank regarding non-payment by the Contractor or the Concessionaire or by any other person; and

(c) regardless of the performance or non-performance of a contractual obligation by any party to the Concession Agreement, the Design-Construction Contract(s) or any Designated Loan Agreement.

**8.** The Bank may rely on any written notification, document or certificate signed or appearing to have been signed by any person authorised by a Beneficiary.

**9.** The Bank and each Beneficiary, by accepting this Letter of Guarantee acknowledges and agrees that:

(a) the Beneficiaries may make a request under this Letter of Guarantee in accordance with its terms without having previously brought any action or made any claim against any party whose obligations are ensured through this Letter of Guarantee; and

(b) the Bank conducts business exclusively in writing and is not under a duty or responsibility to enquire into the legality of any request under this Letter of Guarantee or any other related transaction or any set off, counterclaim or defence measure between a Beneficiary and any party whose obligations are ensured through this Letter of Guarantee.

**10.** This Letter of Guarantee is issued by the Bank in [*place of issue*]. Any notification to the Bank must be addressed at the Bank *[Bank's registered name]* at its above address and any payment request must be submitted at [*Specify branch for submission and payment*].

**11.** This Letter of Guarantee and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Greek law. The Courts of Athens shall be exclusively competent to settle any dispute arising out of or in connection with this Letter of Guarantee (including any dispute relating to any non-contractual obligations arising out of or in connection with it).

**12.** If a provision of this Letter of Guarantee is rendered unlawful, invalid or unenforceable in any jurisdiction in relation to the Bank, this shall not affect:

(a) the validity or enforceability under that jurisdiction of any other provision of this Letter of Guarantee; or

(b) the validity or enforceability under other jurisdictions of this or of any other provision of this Letter of Guarantee and the valid provisions of this Letter of Guarantee shall be construed in accordance with the financial scope of this Letter of Guarantee.

Date 201_

On behalf of

## Section 3: Operation Bond

**Dated**

_____

**[Acceptable Bank]**

**as BOND PROVIDER**

**and**

**HELLENIC REPUBLIC ASSET DEVELOPMENT FUND [SOCIÉTÉ ANONYME]**
**as BENEFICIARY**

# ON DEMAND PERFORMANCE BOND[4]

**THIS PERFORMANCE BOND** is dated [●] and made between:

(1) [●] a company registered in [●] (registration number [●]) whose registered office is at [●], which is an Acceptable Bank (as such term is defined in the Concession Agreement) (the "**Bond Provider**"); and

(2) **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND [SOCIÉTÉ ANONYME]** (the "**HRADF**") a société anonyme incorporated under law 3986/2011 (Government Gazette 152A/1.7.2011), the entire share capital of which is owned and controlled by the Greek State (the "**Beneficiary**"), which expression shall include its successors and assignees and any rights and/or obligations of the HRADF under this Bond or any agreement entered into pursuant to this Bond shall be transferred to and/or assumed by the State on the date (if any) that the HRADF ceases to exist.

**WHEREAS:**

(a) By a contract (the "**Concession Agreement**") made between the Hellenic Republic, the HRADF as grantor and [●] as concessionaire (the "**Concessionaire**"), the HRADF has granted the Concessionaire rights to maintain and operate certain airports.

(b) The Bond Provider has been requested by the Concessionaire to provide, and the Bond Provider has agreed to provide, a Bond on the following terms in favour of the Beneficiary.

(c) All terms defined in the Concession Agreement shall have the same meaning in this Bond.

**NOW THIS BOND WITNESSES** as follows:

## 1 Undertaking and Making of Demands

1.1 The Bond Provider hereby unconditionally and irrevocably undertakes to the Beneficiary that upon receipt of a written demand from the Beneficiary complying with the provisions of clause 2 of this Bond (a "**Demand**") it shall, without proof or conditions and notwithstanding any contest or dispute by the Concessionaire, pay to the Beneficiary the sum claimed by the Beneficiary or its assignees in such Demand or such lesser amount as, when aggregated with all payments previously made under this Bond, equals the Maximum Bond Amount (as such term is defined herein).

1.2 Any payment made under this Bond shall be made to the [account specified in the Demand][5] no later than three (3) banking days (being a day other than Saturday or

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[4] This is subject to the provisions of the State Direct Agreement.

Sunday on which banks in London and Athens are open for business) from the date of the Demand.

1.3 Payment shall be made in full and without any set-off, counterclaim or deductions on account of any liability whatsoever, including, without limitation, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

1.4 Subject to clause 3 of this Bond, the Beneficiary or its assignees may make one or more Demands under this Bond and the service of a Demand shall not preclude the service of any other or further Demand.[6]

1.5 The Demand(s) shall be conclusive evidence of the Bond Provider's liability and of the amount of the sum or sums which it is liable to pay to the Beneficiary, notwithstanding any objection made by the Concessionaire or any other person.

1.6 The Bond Provider shall have no right and shall be under no duty or responsibility to enquire into:

(a) the reason or circumstance of any Demand made by the Beneficiary;

(b) the respective rights, obligations and/or liabilities of the Beneficiary and the Concessionaire under the Concession Agreement; and/or

(c) the authenticity of any Demand made by the Beneficiary or the authority of the persons signing any Demand for or on behalf of the Beneficiary.

1.7 The Bond Provider's obligation to make payment under this Bond shall be a primary, independent and an absolute obligation and it shall not be entitled to delay or withhold payment for any reason.

## 2 Form of Demand

Each Demand made by the Beneficiary shall be in the form (or substantially in the form) set out in the Annex to this Bond and shall be signed by a duly authorised officer of the relevant Beneficiary or any other permitted assignee and shall be served on the Bond Provider at the address given above (or such other address as the Bond Provider may from time to time notify to the Beneficiary (by not less than fifteen (15) days' prior written notice)).

## 3 Bond Amount and Validity

3.1 Subject to clause 3.2 of this Bond and Article 12.5.3 of the Concession Agreement, the maximum aggregate liability of the Bond Provider under this Bond shall be ten million Euro (€10,000,000) (the "**Maximum Bond Amount**") provided that, there shall be no maximum applicable to amounts payable in relation to any rights or remedies which the Beneficiary may have arising from any breach by the Bond Provider of the terms of this Bond.

3.2 Subject to the provisions on termination of this Bond, this Bond shall be reduced by fifty percent (50%) at the end of the Concession Period, and will be returned to the Concessionaire within five (5) days from the expiry of the Concession Agreement Term.

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[5] To be confirmed whether this should be the Proceeds Account.

[6] No Demands shall be made by HRADF under this Bond after the termination of the Concession Agreement. This is to be set out in the State Direct Agreement.

3.3 This Bond is a continuing obligation and the obligations of the Bond Provider under this Bond shall remain in full force and effect until the earlier of:

(a) the date on which the aggregate of all payments made under this Bond first equals the Maximum Bond Amount;

(b) its return to the Bond Provider; and

(c) the date on which any renewed or replacement bond complying with the terms of the Concession Agreement (in particular, with Article 12.5.2) becomes effective, as notified by the Beneficiary to the Bond Provider,

(the "**Expiry Date**").

3.4 The fixed date for expiry specified in Clause 3.3(b) above may be extended if the Concession is extended pursuant to Article 6.5.2 of the Concession Agreement. The Bond Provider shall immediately confirm to the Concessionaire and the Beneficiary that such extension has become effective.

3.5 This Bond shall be returned by the Beneficiary or its assignees to the Bond Provider immediately following the Expiry Date.

3.6 No Demand shall be made under this Bond after the Expiry Date whether or not this Bond is returned to the Bond Provider.

3.7 This Bond may be assigned by the Beneficiary without the prior consent of the Bond Provider. Notice of assignment shall be given to the Bond Provider prior to any Demand for payment being made by any assignee. The Bond Provider may not assign, charge or transfer this Bond.

## 4 Governing Law

This Bond and any other non-contractual obligations connected with it shall be governed by the laws of [England and Wales]/[Greece], and the courts of [England and Wales]/[Athens] shall have exclusive jurisdiction over any dispute arising under or in connection with this Bond or any other non-contractual obligations connected with it save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

## 5 Miscellaneous

*[If necessary insert specific provisions to deal with local law requirements depending on the location of the Bond Provider]*

**THIS PERFORMANCE BOND** has been executed as a deed, and it has been delivered on the date stated at the beginning of this deed.

**SIGNED** as a deed by
**[THE BOND PROVIDER]**
acting by [NAME OF FIRST DIRECTOR], a director
and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director/its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director /Secretary]

**OR**

**SIGNED** as a deed by
**[THE BOND PROVIDER]**
acting by [NAME OF DIRECTOR], a director
in the presence of [NAME OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]

Director

.....
....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

**SIGNED** as a deed by
**HELLENIC REPUBLIC ASSET DEVELOPMENT FUND**
acting by [NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]

Director

## Annex
## Form of Demand

[On **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND** (lawfully represented by [●] headed notepaper)]

To [Name and address of Bond Provider]

Date: [●]

Attention: [●]

Project name: [●]

Bond No: [●] dated [●]

The undersigned as a duly authorised officer of the Hellenic Republic Asset Development Fund, (a Beneficiary under the above-referred Bond), hereby certifies that the Beneficiary is entitled to call on the Bond because [*Beneficiary to insert brief description of reasons, e.g. the Beneficiary has incurred loss or damage because the Concessionaire has failed to pay Concession Fees.]*

We demand payment under the Bond of [*amount in words and figures*] being the sum which the Beneficiary claims to be entitled to.

Please make payment of this sum to the account of Beneficiary at [*bank details and account number*] no later than three (3) business days (being a day other than Saturday or Sunday on which banks in London and Athens are open for business) from the date of this demand.

Yours faithfully

Signatory:

for and on behalf of
[**HELLENIC REPUBLIC ASSET DEVELOPMENT FUND** (lawfully represented by [●])]

## Appendix 2
## Regional Airports[7]

**Cluster A**

Thessaloniki; [8]**

Kerkira;

Chania;[9]*

Zakinthos;

Kefallinia;

Aktion;[10]* and

Kavala.[11]**

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[7] Category 1 (marked with *) and Category 2 (marked with **)
8 Joint Use Airport
9 Joint Use Airport
[10] Joint Use Airport
[11] Joint Use Airport

# Appendix 3
## Concession Site Plans



PROJECT "ANEMOS"

THESSALONIKI'S AIRPORT "MAKEDONIA"



AIRPORT LAYOUT PLAN

Area of Airport Installation = 5.533.380m²

Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:5000

PROJECT "ANEMOS"

KERKIRA AIRPORT "I. KAPODISTRIAS"




AIRPORT LAYOUT PLAN

Area of Airport Installation = 697.027m²

Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:2000

LEGEND
Project Anemas
Privatisation of the Regional Airports of Greece
CHANIA Airport "I.DASKALOGIANNHS"
Joint Use Airport Category 1
Area Responsibility/Use Allocation

PROJECT "ANEMOS"

CHANIA AIRPORT "I.DASKALOGIANNIS"



AIRPORT LAYOUT PLAN

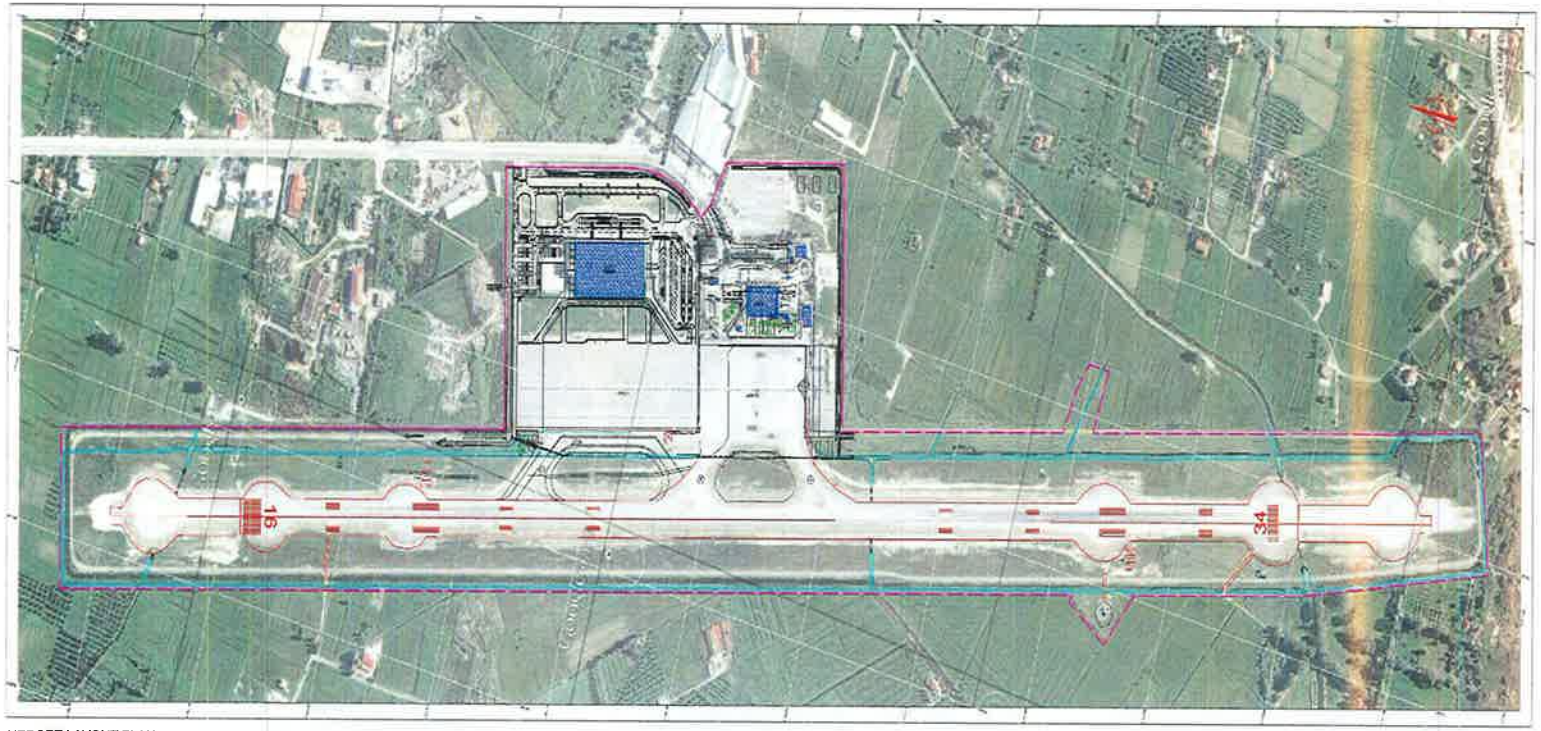
Area of Airport installation = 5.651.136m²

Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:5000

PROJECT "ANEMOS"

ZAKINTHOS AIRPORT "D. SOLOMOS"




AIRPORT LAYOUT PLAN

Area of Airport Installation = 663.740m²

Greek Geodetic Reference System 87 (GGRS'87)

SCALE
1:2000

PROJECT "ANEMOS"

KEFALLINIA AIRPORT



AIRPORT LAYOUT PLAN

Area of Airport Installation = 796.516m²

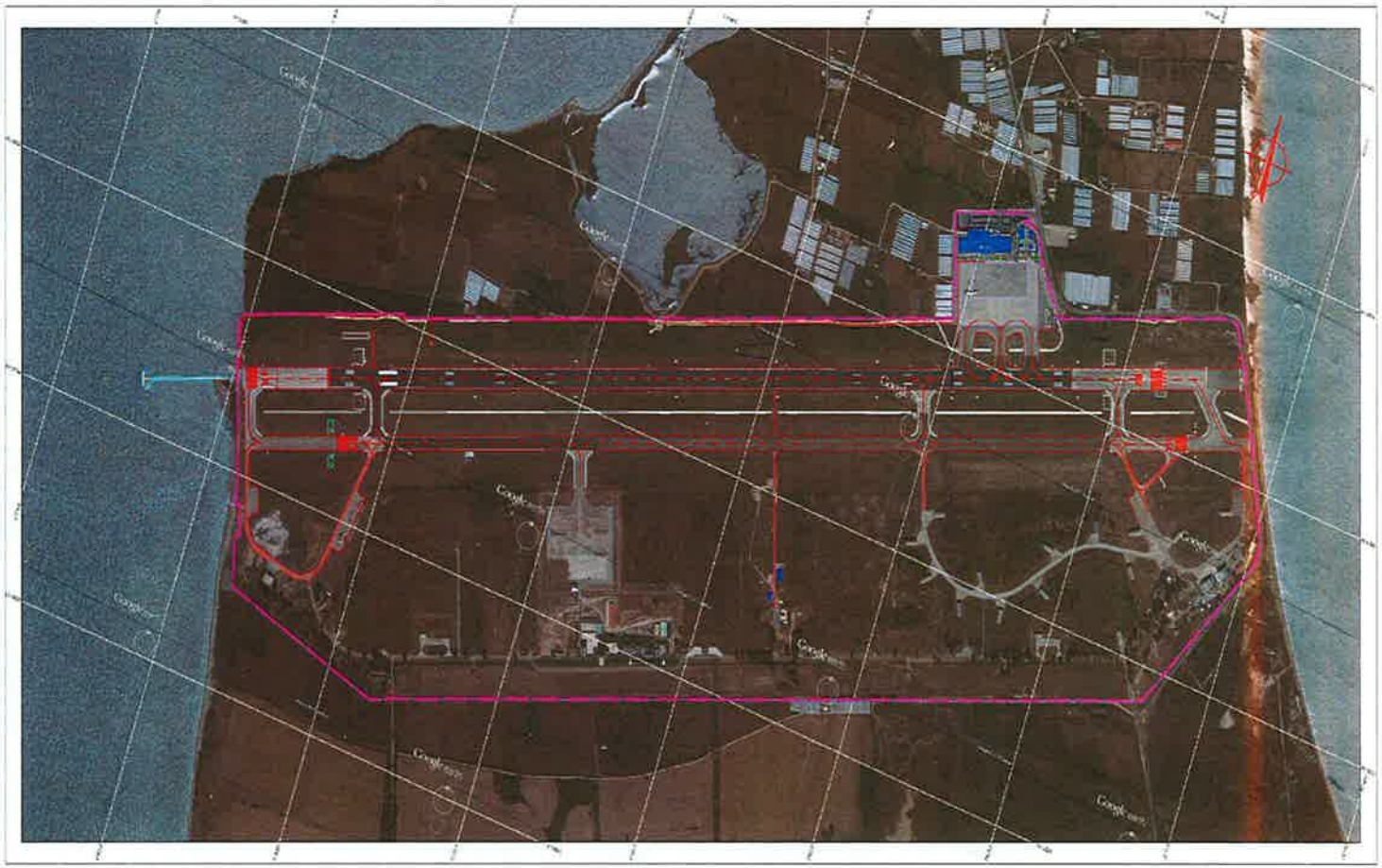
Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:2000

LEGEND
Area of Airport Installation
HAF Area
Compensation Area
Common Use Area
(Operated and maintained by HAF)
Greek Geodetic Reference System '87 (GGRS'87)
Project Anemos
Privatisation of the Regional Airports of Greece
AKTION Airport
Joint Use Airport Category 1
Area Responsibility/Use Allocation
Scale 1: 5000
Rev. 1
Dontas & Associates

PROJECT "ANEMOS"

AKTIO AIRPORT



AIRPORT LAYOUT PLAN

Area of Airport Installation = 2.665.159m²

Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:5000

ALANNA

Doxiadis Associates



LEGEND

- Area of Airport Installation
- HAF Area
- Concession Area
- Common Use Area (Operated and maintained by the Concessionaire)

Greek Geodetic Reference System '87 (GGRS'87)

**Project Anemos**
Privatisation of the Regional Airports of Greece

**KAVALA Airport "MEGAS ALEXANDROS"**
**Joint Use Airport Category 2**

**Area Responsibility/Use Allocation**

Scale 1:5000
Rev. 1

Doxiadis Associates

PROJECT "ANEMOS"

KAVALA AIRPORT "MEGAS ALEXANDROS"



AIRPORT LAYOUT PLAN

Area of Airport Installation = 3.830.402m²

Greek Geodetic Reference System '87 (GGRS'87)

SCALE
1:5000

ALANNA

Doxiadis Associates

## Appendix 4
## Completion Documents/Concession Commencement Date

### Part 1: Completion Documents

The following documents, each in form and substance satisfactory to the Grantor and the State, shall be provided by the Concessionaire prior to the Concession Commencement Date:

- Constitutional documents;
- Designated Loan Agreements;
- Performance Bonds: (i) Committed Investment Guarantee; (ii) Works Performance Bond and (iii) Operation Bond;
- template or an agreed form Design-Construction Contract(s) and any other subcontracts;
- Concessionaire Permits (if any);
- State Direct Agreement(s) (if any);
- Insurance documentation;
- Financial Model and Financial Model audit report;
- Business Plan;
- Evidence of increase in Concessionaire's Share Capital;
- Inventory; and
- Any other document as may be necessary to reflect the agreed structure of the transaction.

# Appendix 4

## Part 2: Concession Commencement Date

### CONFIRMATION OF FULFILMENT OF CONDITIONS PRECEDENT OF THE CONCESSION AGREEMENT FOR THE UPGRADE – MAINTENANCE - MANAGEMENT AND OPERATION OF THE CLUSTER A REGIONAL AIRPORTS

**(1) THE HELLENIC REPUBLIC** (hereinafter the **State**) lawfully represented by _____ [*Ministry of Finance*], [*Ministry of Infrastructure, Transport and Networks*] and [*Ministry of Defence*] which has its offices at [•];

**(2) THE SOCIÉTÉ ANONYME** under the name of "_____ S.A." [and the distinctive title "_____"] (hereinafter called the **Concessionaire**) having its registered office in the Municipality of Athens, _____ Street (etc.), and is hereby lawfully represented by _____, resident of _____, _____ Street (position in the company), by virtue of the ____ G.G. in which the Concessionaire's representation was published in conjunction with _____ (number - date) decision of the Concessionaire's Board of Directors; and

**(3) [•] and [•]** (the **Initial Shareholders**).

All terms that are herein written with a capital letter and which are not specifically defined in the present document will have the respective meaning attributed to them in the Concession Agreement (as defined below).

1 Taking into consideration the conditions precedent as set out in Article 6.2 (*Concession Commencement*) of the Concession Agreement and paragraph 2 below, we hereby confirm in writing that today _____ (_) of (*month*) of the year two thousand __ (20___) all conditions precedents of Article 6.2 (*Concession Commencement*) of the "Concession Agreement for the Upgrade, Maintenance, Management and Operation of Cluster A Regional Airports" that has been entered into between the State and the Concessionaire on [●] (herein after the **Concession Agreement** (Gazette _____) have been fulfilled within the Concession Commencement Deadline (as defined in Article 3.1 of the Concession Agreement) and that the above date ___/___/20__ shall be from now on the **Concession Commencement Date**.

2 The conditions precedents referred to in paragraph 1 are as follows:

(a)

(i) the Hellenic Parliament voting on the law ratifying the Concession Agreement and publication of the Ratification Law in the Government Gazette); and

(ii) the clearance by the European Commission of any European State Aid (under articles 107 to 109 of the Treaty on the Functioning of the European Union, ex articles 87 to 89 of the Treaty establishing the European Community);

(b) the obtainment by the Concessionaire of either express or implied (in particular through expiration of applicable mandatory waiting periods) unconditional merger control approval required either by the Hellenic Competition Commission in accordance with Greek law No 3959/2011, as in force, or by the European Commission in accordance with Regulation No 139/2004;

(c) the signature of any State Direct Agreement entered into between the State and the Lenders, in accordance with Article 37.1.8 of the Concession Agreement;

(d) the delivery by the State to the Concessionaire of the Concession Sites in accordance with Article 14.1 (*Delivery of the Concession Sites*), subject to the prior fulfilment of conditions specified in Article 6.2.1(b)(ii), (iii), (iv), (v), (vi), (vii), (x), (xi), (xii), (xiii), (xiv) and (xv) by the Concessionaire;

(e) the execution of the Multi-Party Arbitration Agreement by the State;

(f) the execution of the Initial Service Level Agreements by the Government Users;

(g) the approval of the HCAA of the Tariff Cap for the Maximum Average Yield per Departing Passenger in accordance with Article 28.4.2(a) including its Table B, which shall not exceed thirteen Euro (€13);

(h) if applicable, the delivery of a certificate in a form and substance reasonably satisfactory to the State and the Grantor, issued and addressed by the Lenders or the Agent Bank to the State and the Grantor, confirming that the Designated Loan Agreements are in full force and effect and that all terms and conditions for the initial conditions precedent under the Designated Loan Agreements, as confirmed by a certificate in writing from the Lenders (or their agent) in a letter dated [●] with the exception of conditions relating to Article 6.2.1(a) of the Concession Agreement have been satisfied;

(i) the increase of the Concessionaire's Share Capital in accordance with Article 11.1 (*Share Capital*) of the Concession Agreement;

(j) the guarantees provided for in Articles 12.3.1, 12.4.1 and 12.5.1 of the Concession Agreement that have been issued and delivered to the Grantor by the Concessionaire and in particular:

**A. OPERATION BOND**

| COMPANY | BANK | NUMBER & DATE | AMOUNT IN EURO |
|---|---|---|---|
| | | | |

**Total** _____

**B. WORKS PERFORMANCE BOND**

| COMPANY | BANK | NUMBER & DATE | AMOUNT IN EURO |
|---|---|---|---|
| | | | |

**Total** _____

**C. COMMITTED INVESTMENT GUARANTEE**

| COMPANY | BANK | NUMBER & DATE | AMOUNT IN EURO |
|---|---|---|---|
| | | | |

**Total** _____

(k) the delivery by the Concessionaire to the State, in accordance with the provisions of Article 24.10 (*Insurance*) and Appendix 16 (*Minimum Insurance Requirements*) of the Concession Agreement, of certified copies of the agreed executed insurance policies;

(l) the delivery by the Concessionaire to the Grantor of a letter of undertaking, in the form of the specimen letter of undertaking contained in Part 3 of Appendix 16 (*Minimum Insurance Requirements*), in accordance with the provisions of Article 24.11 (*Insurance*) and Appendix 16 (*Minimum Insurance Requirements*) of the Concession Agreement;

(m) the delivery by the Concessionaire of the Business Plan;

(n) the delivery by the Concessionaire to the State on or before the Concession Commencement Date of each of the other Completion Documents as set out in Part 1 of Appendix 4 (*Completion Documents*) of the Concession Agreement;

(o) the payment by the Concessionaire to the Grantor of the Upfront Concession Fee subject to Article 43.1.1 of the Concession Agreement and the execution and perfection of an assignment referred thereto;

(p) the delivery by the Concessionaire to the HCAA of Aerodrome Manuals updated with amended administrative details applicable at such time and applications for the conversion of Aerodrome Certificates for each Certified Regional Airport and the transfer of existing Aerodrome Certificates to the Concessionaire;

(q) the delivery by the Concessionaire to the HCAA of the relevant application for the initiation of the certification process for each Non-Certified Regional Airport in accordance with the Aerodromes Regulation 2014;

(r) the delivery by the Concessionaire to the HCAA of the Inventory prepared in accordance with Article 4.11 (*Inventory*) of the Concession Agreement;

(s) the execution by the Concessionaire of the protocol in accordance with Article 14.1.3 of the Concession Agreement;

(t) the delivery by the Concessionaire to the State on or before the Concession Commencement Date of a list of the Transferred Airport Contracts;

(u) the execution of the Independent Engineer's Agreement by the Concessionaire and the Independent Engineer;

(v) the execution of the Multi-Party Arbitration Agreement by the Concessionaire and the Lenders;

(w) the execution of the Initial Service Level Agreements, if any, by the Concessionaire; and

(x) the representations and warranties set out in Article 5.1 (*Concessionaire Representations*) remaining true and correct in all material respects,

subject to any extensions that may be agreed in writing between the Parties prior to the expiry of each extended deadline.

**IN WITNESS** whereof the State, the Concessionaire and the Initial Shareholders have signed today _____(__)_____ 20___ the present through their authorised representatives in [four] original copies.

For the
**HELLENIC REPUBLIC**

_____

**Ministry of Finance**;
**Ministry of Infrastructure, Transport and Networks**; and
**Ministry of Defence**

For the
**INITIAL SHAREHOLDERS**

_____

_____

For the
**CONCESSIONAIRE**

_____

**a.**

.....

**b.**

.....

**Appendix 5**
**Airport Services**

# 1 Introduction

The Concessionaire shall provide the Airport Services set-out in this Appendix in compliance with applicable Laws and in accordance with the provisions of the Concession Agreement including its appendices.

# 2 Operating Hours

In accordance with applicable Laws the Concessionaire shall open and keep open and operational the Regional Airports as specified below (the **Minimum Operating Hours**):

(i) Regional Airports that processed above one million Passengers per annum (mppa) in the previous calendar year shall be open on a 24/7 basis all year round.

(ii) Regional Airports that processed below one mppa in the previous calendar year shall be open for at least six consecutive hours during winter schedule periods (typically from 1 November to 31 March) and at least for 14 consecutive hours during summer schedule periods (typically from 1 April to 31 October).

Air Navigation Services Providers shall be obliged to provide their services in accordance with the Minimum Operating Hours.

To demonstrate its readiness to be operational in accordance with the Minimum Operating Hours the Concessionaire shall advise its minimum operating hours to the HCAA.

Once the flight schedule is approved and published for a specific period (which shall be a period of at least one month) the Concessionaire may reduce or otherwise adjust the Minimum Operating Hours so that its actual operating hours reflect the requirements of the approved schedule.

For ad-hoc flights outside the Minimum Operating Hours as adjusted requirements the Concessionaire shall establish a procedure to enable the operation of ad hoc flights within a minimum notice period of 24 hours.

The Concessionaire shall establish a procedure, which ensures that emergency flights (such as for illness or injuries) can be handled outside the Minimum Operating Hours as adjusted requirements at very short notice.

# 3 Basic Airport Services

The Concessionaire shall provide the basic services set out below in Table A (the **Basic Airport Services**). In compensation for the Basic Airport Services the Concessionaire is entitled to levy the Regulated Aeronautical Charges as specified in Appendix 7 (*Airport Charges*) and in accordance with this Agreement.

All Basic Airport Services shall be compensated in full through the Regulated Aeronautical Charges (landing, parking, lighting, Passenger Charges). No additional fees shall be charged for the Basic Airport Services.

The Concessionaire shall undertake the management of the Basic Airport Services including the provision, operation, maintenance, repair, renewal, expansion, staffing and supervision of the facilities and services as indicated in the Table A below:

**Table A**

| # | Basic Services |
|---|---|
| **A** | **General** |
| 1 | Airport safeguarding, including obstacles control within the concession perimeter shall be in compliance with the Aerodromes Regulation 2014. |
| 2 | Rescue and fire-fighting facilities and services according to applicable ICAO category and also fire prevention and fire fighting for all buildings within the concession perimeter subject to the Cooperation Framework between the Hellenic Air Force (HAF), the Hellenic Civil Aviation Authority (HCAA) and the Concessionaire for Joint Use Airports |
| 3 | Disabled aircraft removal within the concession perimeter |
| 4 | Wildlife risk management within the concession perimeter |
| 5 | Airport emergency planning and response |
| 6 | Landscaping within the concession perimeter |
| 7 | Snow removal services for airports in Northern Greece (Kavala and Thessaloniki) within the concession perimeter |
| **B** | **Runways, taxiways and apron (except for the Category 1 Joint Use Airports mentioned under (B)** |
| 1 | Runway(s), taxiways, civil apron(s), service roads |
| 2 | Ensure safety of aircraft and vehicles |
| 3 | Ensure provision of visual navigation aids |
| 4 | Aircraft surface movement guidance and control and marshalling |
| 5 | Provision of airside service access and emergency roads |
| 6 | Electrical power supply to aircraft (may be charged separately, if used for air-conditioning) |
| 7 | Airfield lighting system (including runways, taxiways, aprons as well as approach lighting adjacent to the Concession Sites) |
| 8 | Signs and markings |
| **(B)** | **Taxiways and apron(s) at Category 1 Joint Use Airports (Aktion and Chania)** |
| 1 | Taxiways, apron(s) used by civil aircraft only, service roads |
| 2 | Ensure safety of aircraft and vehicles |

| | |
|---|---|
| 3 | Ensure provision of visual navigation aids on the taxiways and aprons used by civil aircraft only |
| 4 | Aircraft surface movement guidance and control and marshalling on the taxiways and aprons used by civil aircraft only |
| 5 | Provision of airside service access and emergency roads within the concession perimeter |
| 6 | Electrical power supply to aircraft (may be charged separately, if used for air-conditioning) |
| 7 | Airfield lighting for taxiways and aprons used by civil aircraft only |
| 7 | Signs and markings for taxiways and aprons used by civil aircraft only |
| **C** | **Passengers terminal** |
| 1 | Passengers terminal with sufficient space according to the Required Level of Service and all standard equipment such as baggage handling system, escalators, elevators, check-in counters (without IT infrastructure for common-use check-in), facilities and services for Passengers with reduced mobility |
| 2 | Customs control and immigration control areas and counters |
| 3 | Flight information display and public address systems |
| 4 | Signage (outdoor, indoor) |
| 5 | Baggage cart service |
| 6 | Air-conditioning in the Passengers terminal |
| 7 | Public use internet service (first 30 minutes free of charge) |
| 8 | Public parking (first 20 minutes free of charge for Passengers and meters and greeters) |

# 4 Mandatory Services

Mandatory Services are services which the Concessionaire shall provide at all times throughout the Concession Period at all Regional Airports or on demand as applicable in accordance with the provisions of this paragraph 4, but for which the Concessionaire may levy fees or charges in addition to the Regulated Aeronautical Charges.

**Cargo Handling**

Throughout the Concession Period, the Concessionaire shall ensure that at least minimum air cargo handling facilities and services (manual handling) are available. It must be possible to process international cargo shipments.

If there is demand the Concessionaire shall provide additional facilities and establish processes in order to enable air cargo growth at each of the Regional Airports.

**Aircraft Fuelling**

Throughout the Concession Period the Concessionaire shall ensure aircraft fuelling services are available at all times during the Minimum Operating Hours as adjusted at each of the

Regional Airports. This requirement shall include the responsibility for availability of aircraft fuel as well as the availability of into-plane-services.

**Ground handling**

Throughout the Concession Period the Concessionaire shall ensure ground handling services are available at all times during the Minimum Operating Hours as adjusted at all of the Regional Airports in accordance with applicable Laws.

**Other Mandatory Services**

Throughout the Concession Period the Concessionaire shall make available:

(a) parking facilities and parking services for coaches and buses, Passenger cars, and cars of employees working at the Regional Airports if there is space available within the perimeter of the Concession Sites;

(b) public use internet service within the Passengers terminals at the Regional Airports;

(c) de-icing of aircraft at the airports of Kavala, and Thessaloniki; and

(d) Mandatory Services as specified in Appendix 7 (*Airport Charges*).

# 5 Non-Aeronautical Services

The Concessionaire shall be free to develop and provide non-aeronautical services such as those services listed in Part 2 of Appendix 18 (*Facilities and services not within Air Activities*) or other services and/or activities, which do not conflict with any applicable Laws. No separate approval shall be required for the provision of such services and/or activities.

# 6 Rescue and Fire-fighting Services

At each of the Regional Airports the Concessionaire shall ensure the establishment and implementation of an aerodrome emergency plan including rescue and fire-fighting services in compliance with the Aerodromes Regulation 2014.

The provision of rescue and fire-fighting services shall be included in the Basic Airport Services. No separate charges may be levied for rescue and fire-fighting services, except for services on request such as any fire-fighting service during aircraft refuelling events with Passengers on board or during engine test runs.

The State shall procure that the Hellenic Fire Brigade shall provide rescue and fire-fighting services at some or all of the Regional Airports in accordance with applicable Laws and the State Service Level Agreements on a cost basis.

Alternatively, the Concessionaire may provide rescue and fire-fighting services at the Regional Airports using its own material and human resources in accordance with applicable Laws. Alternatively, the Concessionaire may enter into an agreement with the Hellenic Fire Brigade in order to procure the provision of rescue and fire-fighting services at some or all of the Regional Airports in accordance with applicable Laws.

Existing facilities, equipment and material for rescue and fire-fighting services owned by the HCAA will be transferred to the Concessionaire.

# 7 Aviation Security Services

The Concessionaire shall provide security services in compliance with applicable Laws and the applicable Standards and Specifications in relation to aviation security at the Regional Airports.

The Concessionaire may subcontract specific security measures to third party service providers, which have been approved by the HCAA, if this is in accordance with provisions of the National Civil Aviation Security Plan (**NCASP**).

The Concessionaire shall enter into service level agreements with any third party service providers for the provision of security control measures at the Regional Airports.

In accordance with the provisions in the NCASP the supervision of the provision of security services shall remain with the Hellenic Police. The State shall be responsible for and shall bear the cost of all policing activities at the Airports.

The Concessionaire's airport security measures for Joint Use Airports shall take account of any additional requirements as set out in the Cooperation Framework so as not to compromise military aviation security.

All equipment, material and personnel resources required to implement aviation security services at the Regional Airports shall be procured and financed by the Concessionaire, who is entitled to fully recover these costs through the Security Charge.

## Appendix 6
## Performance Measurement

# 1 Introduction

1.1 The purpose of this Appendix 6 is to:

(a) define the operation of the performance measurement system that incentivises the Concessionaire to perform the Airport Services to the Performance Standards, to provide sufficient apron and Passengers terminal capacity, to deliver a minimum service quality and to identify the Performance Deductions when the relevant targets are not met; and

(b) establish the procedures that apply for the measurement of Performance Standards, apron and Passengers terminal capacity and the service quality provided by the Concessionaire.

1.2 Paragraph 2 sets out sixteen (16) Performance Standards; their measurement system and the implications if the relevant targets are not met.

1.3 Paragraph 3 sets out the measurement of apron and Passengers terminal capacity and the implications if the relevant targets are not met.

1.4 Paragraph 4 sets out the measurement of service quality provided by the Concessionaire and the implications if the relevant targets are not met.

1.5 Paragraph 5 sets out the financial implications if the targets are not met.

# 2 Performance Standard Measurement

On the Performance Measurement Commencement Date, the measurement of Performance Standards shall commence at each Regional Airport subject to the provisions of this Agreement.

The Concessionaire shall meet the relevant Performance Standards in the following pattern:

- Performance Standards 1-14, at each of the Regional Airports, in each Quarterly Period; and
- Performance Standards 15-16, at each of the Regional Airports, in each month of August,

in each case following the Performance Measurement Commencement Date for the remainder of the Concession Period in accordance with the table set out below:

## 2.1 Concessionaire-Controlled Standards

**Table 1**

| Nr. | Area / Facility | Specification of Standard |
|---|---|---|
| 1 | Check-In Counters | 90% of the Check-in counters for processing Passengers are Fully Functional during actual operating hours. |
| 2 | Security Check Equipment | 90% of the security check equipment is Fully Functional during the actual operating hours. |

| Nr. | Area / Facility | Specification of Standard |
|---|---|---|
| 3 | Baggage trolleys | Luggage trolleys available 90% of the actual operating hours for Passengers in the check in hall and the arrival hall/baggage reclaim area. |
| 4 | Immigration / Customs | 90% of booths for processing Passengers are Fully Functional during the actual operating hours. |
| 5 | Internet in Passengers terminal | Internet in Passengers terminal (wifi) available for 90% of the actual operating hours. |
| 6 | Temperature in Passengers terminal | In accordance with the standard TOTEE 2423/86, for more than 90% of the actual operating hours. |
| 7 | Baggage reclaim carousels | All baggage reclaim carousels are Fully Functional for 90% of the actual operating hours. |
| 8 | Flight Information Display | FIDS System and 90% of the screens are Fully Functional during the 90% of the actual operating hours. |
| 9 | Elevators / Escalators / Moving Walkways | Each equipment is Fully Functional for 90% of the actual operating hours. |
| 10 | Cleanliness | Cleanliness is maintained during 90% of the actual operating hours according to specifications determined by the Concessionaire. |

The table above provides only the general level(s) for the Performance Standards. The Concessionaire shall be responsible for developing and implementing the detailed methodology for the measurement of the Concessionaire-Controlled Standards, which shall be met or exceeded at all times and may, at its own cost, employ an independent third party to carry out any such measurements. Measurement of the Performance Standards 1-10 shall be a continuing process, i.e. they shall be measured at all times. The Concessionaire shall on or before the date falling forty two (42) months after the Concession Commencement Date submit a description of the methodology to the HCAA, which shall approve the methodology prior to the Performance Measurement Commencement Date. The methodology may be modified with the approval of the HCAA and of the Concessionaire, and the parties shall co-operate with each other to develop a modified methodology if one party so requests.

Down time for preventative maintenance will not be part of the measurement criteria in relation to the Performance Standards 1-10 (as applicable) including where such down time occurs as a result of Third Party Controlled Services provided that the Concessionaire shall ensure that down time for preventative maintenance has a minimum effect on Concession Operations and carried out to the extent reasonably practicable during low activity time. The Concessionaire shall provide to the HCAA down time data in relation to any down time.

## 2.2 Third Party Controlled Standards

The Concessionaire shall commence measurement of Third Party Controlled Standards at each Regional Airport as soon as it is required to procure performance of such in accordance with Article 27 (*Airport Services and Performance*).

The Concessionaire shall ensure that the applicable Third Party Controlled Standards are integrated into the contracts with the relevant third party in accordance with Article 27.2.2 and shall further work with these companies to achieve the Third Party Controlled Standards.

The relevant Third Party Controlled Standards in relation to the Third Party Controlled Services are set out below.

2.2.1 **Aviation Fuelling Targets**

The Concessionaire shall measure at all times the availability of fuelling services as well as the available fuel quantities as set out below and the Concessionaire shall work with the fuelling companies to achieve the desired targets shown in Table 2 below.

**Table 2**

| No. | Area / Facility | Specification of Standard |
|---|---|---|
| 11 | Fuelling services | Always (100% of the time) available during operating hours |
| 12 | Fuel availability | Jet-A-1 and Avgas (where existing) minimum quantity as defined by the Concessionaire in the relevant Aerodrome Manual shall be always (100% of the time) available |

2.2.2 **Ground Handling Targets**

The Concessionaire shall measure the availability of ground handling services and the availability of critical ground service equipment at all times and in accordance with paragraph 2.4 and the Concessionaire shall work with the ground handling companies or the self-handling airlines to achieve the desired targets shown in Table 3 below.

**Table 3**

| No. | Area / Facility | Specification of Standard |
|---|---|---|
| 13 | Ground handling services | Always available during operating hours |
| 14 | Critical ground service equipment | Minimum availability target defined by the Concessionaire of Fully Functional critical ground service equipment per airport and per equipment type |

2.2.3 **Airline Counter Check-In Processing Targets**

In contrast to the other Performance Standards the following Performance Standard shall be measured only during one week in each Concession Year: The Concessionaire shall, during either the last week of July, the first week of August or the last week of August, to be chosen by the Concessionaire and notified by the Concessionaire to the State, the Grantor and the HCAA at the beginning of each Concession Year measure Passenger check-in rates at each of the Regional Airports as set out below and the Concessionaire shall work with the ground handling companies or self-handling airlines to achieve the desired targets shown in the Table 4 below.

**Table 4**

| No. | Area / Facility | Specification of Standard |
|---|---|---|

| No. | Area / Facility | Specification of Standard |
|---|---|---|
| 15 | Passenger Check-In | 50% of Passengers served within 15 minutes of joining the queue for check-in for Scheduled Flights. |

2.2.4 **Baggage Handling Target**

In contrast to the other Performance Standards the following Performance Standard shall be measured only during one week in each Concession Year. The Concessionaire shall, during either the last week of July, the first week of August or the last week of August, to be chosen by the Concessionaire and notified by the Concessionaire to the State, the Grantor and the HCAA at the beginning of each Concession Year measure baggage handling rates as set out below and the Concessionaire shall work with the ground handling companies and the self-handling airlines to achieve the desired targets shown in Table 5 below.

**Table 5**

| No. | Area / Facility | Specification of Standard |
|---|---|---|
| 16 | Baggage delivery time (of last bag to reach carousel) | 35 minutes after on-block time |

2.3 **Measurement and Reporting**

The Third Party Controlled Performance Standards numbered 11-14 (inclusive) shall be met or exceeded at all times.

The Tables set out in paragraph 2.2 provide only general guidance for the Third Party Controlled Performance Standards. The Concessionaire shall develop and implement a detailed methodology for the measurement of such standards.

The Concessionaire shall, on or before the date falling forty two (42) months after the Concession Commencement Date, submit to the HCAA for approval a description of the methodology of measuring each of the Third Party Controlled Performance Standards. The HCAA shall approve such methodology prior to the Performance Measurement Commencement Date. The methodology may be modified with the approval of the HCAA and the parties shall cooperate with each other and develop a modified methodology if one party so requests.

The Concessionaire may, at its own cost, employ an independent third party to carry out the measurements required pursuant to this Agreement including this Appendix 6. Reporting to the HCAA shall be on a quarterly basis (for Performance standards 1-14) and Deficiency Points will be incurred on a quarterly basis. Reporting to the HCAA will be on an annual basis for Performance Standards 15 and 16. Consequently, Deficiency Points may be incurred only once per year. Reporting shall be in accordance with Article 27.3 (*Progress Reports*).

If the Concessionaire incurs any Deficiency Point in any Quarterly Period it shall provide a Rectification Plan describing the measures that he intends to undertake in order to improve the service delivery.

Not later than March 01 in each calendar year the Concessionaire shall provide an Annual Performance Report which shall include the results of all measurements of the Performance Standards (1-16) of the previous calendar year.

Measurement of the Concessionaire-Controlled Performance Standards and reporting of the same shall be a continuing process for the duration of the Concession Period commencing at each Regional Airport starting on the Performance Measurement Commencement Date.

Measurement of the Third Party Controlled Performance Standards and reporting of the same shall be a continuing process starting on the later to occur:

(i) Performance Measurement Commencement Date

(ii) Renegotiation of existing contract or signature of new contract with a third party for the provision of relevant services.

The Concessionaire must monitor and keep all relevant records of the Performance Standard measurement (including, for the avoidance of doubt, copies of all Quarterly Reports and Annual Performance Reports) during the Concession Period.

2.4 **Deficiency Point System for Performance Standard Measurement**

**Table 6 Concessionaire-Controlled Performance Standards**

| **Criteria / Facility in relation to the Concessionaire Controlled Standards** | **Level 1 Event** | **Level 2 Event** | **Level 3 Event** | **Level 4 Event** | **Level 5 Event** |
|---|---|---|---|---|---|
| **Deficiency Points** | **1** | **2** | **3** | **4** | **5** |
| **1. Check-In Counters** | Over 85% but less than 90% of the check-in counters for processing Passengers are Fully Functional. | Over 80% and up to 85% of the check-in counters for processing Passengers are Fully Functional. | Over 75% and up to 80% of the check-in counters for processing Passengers are Fully Functional. | Over 70 % and up to 75% of the check-in counters for processing Passengers are Fully Functional. | Over 65% and up to 70% of the check-in counters for processing Passengers are Fully Functional. |
| **2. Security Check Equipment** | 85% but less than 90% of the Critical equipment is Fully Functional. | 80% up to 85% of the Critical equipment is Fully Functional. | 75% up to 80% of the Critical equipment is Fully Functional. | 70% up to 75% of the Critical equipment is Fully Functional. | 65% up to 70% of the Critical equipment is Fully Functional. |
| **3. Availability of Trolleys** | Luggage trolleys available over 85% but less than 90% of the time for Passengers in the check in | Luggage trolleys available over 80% and up to 85% of the time for Passengers in the check in | Luggage trolleys available over 75% and up to 80% of the time for Passengers in the check in | Luggage trolleys available over 70% and up to 75% of the time for Passengers in the check in | Luggage trolleys available over 65% and up to 70% of the time for Passengers in the check in |

| Criteria / Facility in relation to the Concessionaire Controlled Standards | Level 1 Event | Level 2 Event | Level 3 Event | Level 4 Event | Level 5 Event |
|---|---|---|---|---|---|
| **Deficiency Points** | **1** | **2** | **3** | **4** | **5** |
| | hall and the arrival hall / baggage reclaim area. | hall and the arrival hall / baggage reclaim area. | hall and the arrival hall / baggage reclaim area. | hall and the arrival hall / baggage reclaim area. | hall and the arrival hall / baggage reclaim area. |
| **4. Immigration / Customs** | Over 85% but less than 90% of the time all booths for processing Passengers are Fully Functional. | Over 80% and up to 85% of the time all booths for processing Passengers are Fully Functional. | Over 75% and up to 80% of the time all booths for processing Passengers are Fully Functional. | Over 70% and up to 75% of the time all booths for processing Passengers are Fully Functional. | Over 65% and up to 70% of the time all booths for processing Passengers are Fully Functional. |
| **5. Internet in Passengers Terminal** | Availability of internet (wifi) in Passengers terminal over 85% but less than 90% of the time. | Availability of internet (wifi) in Passengers terminal over 80% and up to 85% of the time. | Availability of internet (wifi) in Passengers terminal over 75% and up to 80% of the time. | Availability of internet (wifi) in Passengers terminal over 70% and up to 75% of the time. | Availability of internet (wifi) in Passengers terminal over 65% and up to 70% of the time. |
| **6. Temperature in Passengers terminal** | According to the standard TOTEE 2423/186 over 85% but less than 90% of the time. | According to the standard TOTEE 2423/186 over 80% and up to 85% of the time. | According to the standard TOTEE 2423/186 over 75% and up to 80% of the time. | According to the standard TOTEE 2423/186 over 70% and up to 75% of the time. | According to the standard TOTEE 2423/186 over 65% and up to 70% of the time. |
| **7. Baggage Reclaim Carousels** | All Carousels Fully Functional over 85% but less than 90% of actual operating hours. | All Carousels Fully Functional over 80% and up to 85% of actual operating hours. | All Carousels Fully Functional over 75% and up to 80% of actual operating hours. | All Carousels Fully Functional over 70% and up to 75% of actual operating hours. | All Carousels Fully Functional over 65% and up to 70% of actual operating hours. |
| **8. Flight Information Display** | Fully Functional over 85% but less than 90% of the actual operating hours. | Fully Functional over 80% and up to 85% of the actual operating hours. | Fully Functional over 75% and up to 80% of the actual operating hours. | Fully Functional over 70% and up to 75% of the actual operating hours. | Fully Functional over 65% and up to 70% of the actual operating hours. |
| **9. Elevators / Escalators / Moving Walkways** | Over 85% but less than 90% of each equipment is fully functional | Over 80% and up to 85% of each equipment is fully functional | Over 75% and up to 80% of each equipment is fully functional | Over 70% and up to 75% of each equipment is fully functional | Over 65% and up to 70% of each equipment is fully functional |

| Criteria / Facility in relation to the Concessionaire Controlled Standards | Level 1 Event | Level 2 Event | Level 3 Event | Level 4 Event | Level 5 Event |
|---|---|---|---|---|---|
| **Deficiency Points** | **1** | **2** | **3** | **4** | **5** |
| | during actual operating hours. | during actual operating hours. | during actual operating hours. | during actual operating hours. | during actual operating hours. |
| **10. Cleanliness** | Over 85% but less than 90% of the actual operating hours cleanliness maintained according to the Specifications. | Over 80% and up to 85% of the actual operating hours cleanliness maintained according to the Specifications. | Over 75% and up to 80% of the actual operating hours cleanliness maintained according to the Specifications. | Over 70% and up to 75% of the actual operating hours cleanliness maintained according to the Specifications. | Over 65% and up to 70% of the actual operating hours cleanliness maintained according to the Specifications. |

**Table 7 Third Party Controlled Standards**

| Criteria / Facility in relation to the Third Party - Controlled Standards | Level 1 Event | Level 2 Event | Level 3 Event | Level 4 Event | Level 5 Event |
|---|---|---|---|---|---|
| **Deficiency Points** | **1** | **2** | **3** | **4** | **5** |
| **11. Availability of Fuelling Services** | Over 95% but less than 100% of the time fuelling services are available | Over 90% and up to 95% of the time fuelling services are available | Over 85and up to 90% of the time fuelling services are available | Over 80% and up to 85% of the time fuelling services are available | Over 75% and up to 80% of the time fuelling services are available |
| **12. Availability of Minimum Fuel Quantities as set out in paragraph 2.2.1, Table 2, No.12** | Over 95% but less than 100% of the time minimum fuel quantities are available | Over 90% and up to 95% of the time minimum fuel quantities are available | Over 85% and up to 90% of the time minimum fuel quantities are available | Over 80% and up to 85% of the time minimum fuel quantities are available | Over 75% and up to 80% of the time minimum fuel quantities are available |
| **13. Availability of Ground Handling Services** | Over 95% but less than 100% of the time ground handling | Over 90% and up to 95% of the time ground handling | Over 85% and up to 90% of the time ground handling | Over 80% and up to 85% of the time ground handling | Over 75% and up to 80% of the time ground handling |

| Criteria / Facility in relation to the Third Party - Controlled Standards | Level 1 Event | Level 2 Event | Level 3 Event | Level 4 Event | Level 5 Event |
|---|---|---|---|---|---|
| **Deficiency Points** | **1** | **2** | **3** | **4** | **5** |
| | services are available | services are available | services are available | services are available | services are available |
| **14. Availability of Critical Ground Handling Equipment** | Over 95% but less than 100% of the time critical ground handling equipment is available | Over 90% and up to 95% of the time critical ground handling equipment is available | Over 85% and up to 90% of the time critical ground handling equipment is available | Over 80% and up to 85% of the time critical ground handling equipment is available | Over 75% and up to 80% of the time critical ground handling equipment is available |
| **15. Check-in Counter Target** | Target achieved for 95% but less than 100% of flights | Target achieved for 90% up to 95% of flights | Target achieved for 85% up to 90% of flights | Target achieved for 80% up to 85% of flights | Target achieved for 75% up to 80% of flights |
| **16. Baggage Handling Target** | Target achieved for 95% but less than 100% of flights | Target achieved for 90% up to 95% of flights | Target achieved for 85% up to 90% of flights | Target achieved for 80% up to 85% of flights | Target achieved for 75% up to 80% of flights |

2.5 In accordance with paragraphs 2.2 and 2.3, the Concessionaire shall incur the following Deficiency Points on each occurrence of its failure to achieve the Performance Standards set out in Tables 6 and 7 above during any Quarterly Period as set out in Tables 8 and 9 below:

**Table 8**

| Event | Deficiency Points per Airport per Quarterly Period per Event for each of the permanently measured 14 Performance Standards |
|---|---|
| Level 1 | 1,0 |
| Level 2 | 2,0 |
| Level 3 | 3,0 |
| Level 4 | 4,0 |
| Level 5 | 5,0 |

**Table 9**

| Event | Deficiency Points per Airport per Concession Year per Event for Performance Standards # 15 and 16 |
|---|---|
| Level 1 | 3,0 |
| Level 2 | 6,0 |
| Level 3 | 9,0 |
| Level 4 | 12,0 |

# 3 Passengers terminal and Apron Capacity Assessment

Sufficient capacity of the civil aprons and the Passengers terminals shall be provided by the Concessionaire in order to accommodate air traffic demand including during periods of high demand.

The Concessionaire shall undertake Imminent New or Expansion Works as well as the Future New or Expansion Works in a manner so as to ensure that the Airport Services are provided in accordance with the Standards and Specifications and also in accordance with the Performance Standards, Service Quality Standards and capacity requirements.

The Concessionaire shall contract with the Capacity Assessment Provider, a specialist company, for capacity assessment of both the Passengers terminals and civil aprons of each of the Regional Airports. The Capacity Assessment Provider must have a proven track record of airport capacity assessments (minimum experience) and have performed capacity assessments for apron and terminal capacity at no less than three (3) international airports during the last three (3) years. The Capacity Assessment Provider must be approved by the HCAA such approval not to be unreasonably withheld or delayed based upon the minimum experience in apron and Passengers terminal capacity assessments described in this paragraph.

The Capacity Assessment Provider shall perform Capacity Assessment in accordance with Article 20.2 (*Capacity Assessment*)

## 3.1 Apron Capacity Assessment

In all Capacity Assessments the Capacity Assessment Provider, shall assess the existing apron capacity at the relevant Regional Airport.

In performing its Capacity Assessments it shall consider the following factors:

(i) size and arrangement of the existing facilities (civil aprons);

(ii) actual schedule data for the relevant Peak Period such as flight numbers, aircraft type, scheduled arrival and departure times, origin / destination airport;

(iii) actual air traffic data for all 60-minute intervals of the Peak Period (arrival movements, departure movements, arriving Passengers, departing Passengers);

(iv) allocation data for each flight during the Peak Period, such as allocated aircraft parking position; and

(v) information provided by the Hellenic Slot Coordination Authority (HSCA) such as the Notice of Airport Capacity (NAC), number of slot requests for flight series that could not be approved by HSCA due to apron capacity shortage with timings as initially requested etc.

Based upon the analysis of the data and in cooperation with the Concessionaire, the Capacity Assessment Provider shall determine, applying an appropriate methodology, the existing capacity envelope of the civil apron(s) measured by the number of aircraft parking positions per aircraft category. The resulting number of parking positions per aircraft category shall be reported to the HCAA and it shall be used by HSCA as the Notice of Airport Capacity (NAC) for the next scheduling periods.

The determination of the demand for aircraft parking positions shall be performed as follows: the slot requests addressed to HSCA for flight series that have not been approved by HSCA

for arrival or departure times as originally requested shall be analysed according to the reason code for apron capacity shortage (currently this code is "AA") . The offering of an alternative slot within one hour preceding and one hour following the requested time (+/- 60 minutes from the requested time) will be considered as an acceptable offering and therefore, the non-approval of the initial slot request (60-minute interval) will not be identified as under-capacity. For each interval of 60-minutes during the Peak Period it shall be analysed whether one or more flights could not be approved due to apron capacity shortage. The number of 60-minute intervals for which not all flights could be approved with arrival or departure times as initially requested shall be identified each as an interval with under-capacity.

If any Regional Airport is determined by a Capacity Assessment to be Apron Capacity Critical, one (1) Deficiency Point shall be allocated for each Excess Hour in any relevant Peak Period.

In addition, if any Regional Airport is Apron Capacity Critical for two (2) consecutive years, an Expansion Trigger shall occur and the Concessionaire shall construct an expansion of the civil aprons and create additional aircraft parking positions within no more than two (2) years from the Expansion Trigger date. If an Expansion Trigger occurs, no Deficiency Points shall accrue in the next subsequent Peak Period for apron under-capacity. Thereafter, if that Regional Airport continues to be Capacity Critical, which shall be assumed unless the Concessionaire requests an additional Capacity Assessment pursuant to Article 20.2.3 which demonstrates otherwise, the Deficiency Points accrued in each subsequent Peak Period until completion of the relevant New or Expansion Works shall be the same as the Deficiency Points accrued in the most recent Peak Period when that Regional Airport was determined to be Capacity Critical.

These works shall be planned, approved and executed according to the Standards and Specifications, the Works Requirements, the Maintenance Requirements and the Handback Requirements.

If no or not enough space is available within the Concession Sites, the Concessionaire shall inform the State about the need to expand the apron beyond the Concession Sites. The Concessionaire shall request the expropriation of the land required in accordance with Article 14.1.6 of this Agreement. Prior to the completion of the land expropriation the Concessionaire shall not be obliged to construct an extension of the apron and no Deficiency Points and no Performance Deductions shall accrue during such time.

The Concessionaire shall submit the results of the apron capacity assessments in the Annual Performance Report.

### 3.2 Passengers terminal Capacity Assessment

In all Capacity Assessments the Capacity Assessment Provider shall assess the existing capacity of the Passengers terminals. In its Capacity Assessments it shall consider the following factors:

(i) size and layout of the existing facilities (Passengers terminal(s));

(ii) schedule and air traffic data such as airline and flight number, aircraft type, number of Passengers, scheduled and actual arrival and departure times, origin/destination airport at each Regional Airport during the Peak Period;

(iii) typical Passenger behaviour patterns such as arrival time at the Regional Airport before departure, number of accompanying persons per Passenger (meeters & greeters), use of check-in types, number of pieces of checked baggage;

(iv) average processing times required for check-in, Passenger and hand baggage screening, customs control, immigration control and checked baggage retrieval;

(v) schedule allocation data for each flight during the Peak Period, such as number and location of allocated check-in counters, allocated gate and allocated baggage carousel; and

(vi) information provided by the HSCA such as the Notice of Airport Capacity, number of slot requests for flight series that could not be approved by HSCA as initially requested due to shortage of Passengers terminal capacity, etc.

Based upon the analysis of the data and in cooperation with the Concessionaire the Capacity Assessment Provider shall determine the existing capacity envelope of the Passengers terminal measured in a maximum number of arriving and a maximum number of departing Passengers that can be processed during any 60-minute interval. The resulting number of arriving and departing Passengers shall be reported to the HCAA and it shall be used by HSCA as the Notice of Airport Capacity (**NAC**) for the next schedule periods.

In its Capacity Assessments the Capacity Assessment Provider shall determine the level of service achieved for each of the 60-minute intervals during the relevant Peak Period using the methodology defined in the IATA ADRM for each of the Regional Airports.

If the result of any Capacity Assessment is that the Required Level of Service is achieved during Peak Period no further action is required, no Deficiency Points and no Performance Deductions shall be applied and the relevant Regional Airport shall no longer be categorized as a Terminal Capacity Critical airport.

If the Required Level of Service is not achieved:

(i) one (1) Deficiency Point shall be allocated for each 60-minute interval in excess of the Excluded Period where level of service C is not achieved, but level of service D is achieved; and

(ii) two (2) Deficiency Points shall be allocated for each 60-minute interval where level of service D is not achieved.

The first twenty nine (29) busiest 60-minute intervals will be excluded from the allocation of Deficiency Points.

If the Required Level of Service is not achieved for two (2) consecutive years, an Expansion Trigger shall occur and the Concessionaire shall construct an extension of the Passengers terminal or an additional Passengers terminal within no more than three (3) years from the Expansion Trigger date. If an Expansion Trigger occurs, no Deficiency Points shall accrue in the next subsequent Peak Period for under-capacity in the relevant Passengers terminal. Thereafter, if that Regional Airport continues to be Capacity Critical, which shall be assumed unless the Concessionaire requests an additional Capacity Assessment pursuant to Article 20.2.3 which demonstrates otherwise, the Deficiency Points accrued in each subsequent Peak Period until completion of the relevant New or Expansion Works shall be the same as the Deficiency Points accrued in the most recent Peak Period when that Regional Airport was determined to be Capacity Critical.

Any works required in accordance with this Appendix shall be in accordance with the Standards and Specifications, the Works Requirements, the Maintenance Requirements and the Handback Requirements.

If not enough space is available within the Concession Sites the Concessionaire shall inform the State about the need to expand the Passengers terminal beyond the Concession Sites. The Concessionaire shall request the expropriation of the land required in accordance with Article 14.1.6. Prior to the completion of the land expropriation the Concessionaire shall not be obliged to construct an extension of the Passengers terminal or an additional Passengers terminal and no Deficiency Points and no Performance Deductions shall accrue during such time.

The Concessionaire shall submit the results of the terminal capacity assessments in the Annual Performance Report.

## 4 Service Quality Measurement

In order to measure the Passenger experience of the service quality provided by the Concessionaire the Concessionaire shall perform Passenger satisfaction surveys.

The Concessionaire shall participate in the "Airport Service Quality Survey" (ASQ) regularly performed by a market research company contracted by the Airport Council International (ACI).

For each Regional Airport at least one survey per Concession Year shall be performed, which shall be performed during the Peak Period of each year and for at least one full calendar week and shall be either the last week of July, the first week of August or the last week of August, to be chosen by the Concessionaire and notified by the Concessionaire to the State, the Grantor and the HCAA at the beginning of each Concession Year.

The State may at its own cost be present at the Regional Airports during the execution of the field work.

The first survey shall be performed in 2016, and shall be used as a baseline survey. The results of the first survey shall be used to define service quality targets for each of the service quality items measured in the ASQ questionnaire.

Targets shall be benchmarked with "similar" airports during their peak period participating in the ASQ. A set of at least ten (10) suitable similar airports shall be identified after the baseline survey in cooperation between the Concessionaire and the responsible market research company. The similar airports shall be communicated to the HCAA in writing after the baseline survey and before the end of 2016. The HCAA shall approve the set of similar airports. Similar airports shall be selected from the wider Mediterranean area and/or airports which show a strong seasonality and/or are comparable in Passenger numbers to the Regional Airports. The set of similar airports may change during the Concession Period after an agreement with the HCAA.

The similar airports shall be used for the duration of the Concession Period unless any of the similar airports ceases to participate in the ASQ or the structure or number of Passengers at any of the similar airports changes significantly, in which case the Concessionaire shall submit a written request for a modification of the similar airports for approval by the HCAA.

The minimum target which the Concessionaire has to achieve shall be as follows: at the Performance Measurement Commencement Date and thereafter during the Concession Period the overall rating achieved for each Regional Airport shall not be lower than the average overall rating of the similar airports. At those Regional Airports where Imminent New or Imminent Expansion Works related to the Passengers terminal and / or the landside infrastructure are not yet completed the Passenger satisfaction survey shall not be performed.

The Concessionaire shall submit the results of the Passenger survey including the achievement of the minimum targets in each Annual Performance Report to the HCAA.

The costs of the ASQ survey as well as the costs for the field work shall be for the account of the Concessionaire.

If the ASQ survey is no longer available the Concessionaire shall participate in a similar survey – ideally providing benchmarking options with other airports.

If no such alternative survey is available or if the costs for such an alternative survey are substantially higher than the costs for the ASQ the Concessionaire shall contract the services

of a recognised market research company to perform a service quality survey. The survey shall be performed at least once per year for each Regional Airport in the same period and for the same duration as specified for the ASQ.

If the minimum target for the overall rating is not achieved for one or more of the Regional Airports, Deficiency Points shall be allocated according to Table 10 below.

**Table 10**

| Number of Regional Airports, which do not achieve the minimum target at the Performance Measurement Commencement Date and each Concession Year after | Deficiency Points |
|---|---|
| 1 | 40 |
| 2 | 80 |
| 3 | 120 |
| 4 | 160 |
| 5 | 200 |
| 6 | 240 |
| 7 | 280 |

For the avoidance of doubt, the provisions of this paragraph 4 shall not apply in relation to any duty free shops operated by Hellenic Duty Free Shops S.A. within any Regional Airport.

## 5 Procedure in Case of Deficiency Points

5.1 The Parties agree that if the Concessionaire incurs any Deficiency Points, it shall deliver a Rectification Plan to the State within thirty (30) Business Days after the reporting date of any Deficiency Points setting out the measures which the Concessionaire intends to take in order to achieve the targets for (as applicable):

(i) the Performance Standards;
(ii) the apron and Passengers terminal capacity; and/or
(iii) the Service Quality Standards

in accordance with this Appendix within the period specified for rectification in the relevant Rectification Plan.

5.2 In accordance with paragraphs 2.4, 3.1, 3.2 or 4, if the Concessionaire has incurred the following Deficiency Points then the respective amounts (**Performance Deductions**) as set out below opposite these Deficiency Points are payable by the Concessionaire to the State:

**Table 11**

| **Deficiency Points incurred in the relevant calendar year as of Performance Measurement Commencement Date** | **Performance Deductions being the amount produced by the application of the percentage set out below on the annual Revenue of all of the Regional Airports** |
|---|---|
| Below 200 | 0.0% |
| 200-399 | 0.1% |
| 400-699 | 0.3% |
| 700-999 | 0.6% |
| 1,000-1,999 | 1.2% |
| 2,000-2,999 | 2.5% |
| 3,000 and more | 5.0% |

5.3 In case any of the Third Party Controlled Standards cannot be measured, as defined in Article 27 (*Airport Services and Performance*), the Deficiency Points in the first column of Table 11 of this Appendix will be reduced as follows:

a) for the Third Party Controlled Standards numbered 11-14, two and a half (2.5) Deficiency Points for each of the Third Party Controlled Standards per airport per quarter; and

b) for the Third Party Controlled Standards numbered 15-16, nine (9.0) Deficiency Points for each of the Third Party Controlled Standards per airport per year.

5.4 If the Concessionaire does not report in any Quarterly Progress Report or Annual Performance Report the occurrence of any event which would otherwise lead to Deficiency Point(s) the number of Deficiency Points incurred in respect of that event shall be tripled.

5.5 Any payments due from the Concessionaire to the Grantor in accordance with this paragraph 5 shall be effected through the payment of the Concession Fee pursuant to a Concession Fee Adjustment in accordance with Article 29 (*Payments*).

5.6 If, in accordance with paragraph 2.1, paragraph 3.1, 3.2 and paragraph 4 the Concessionaire incurs three thousand (3,000) or more Deficiency Points in a calendar year it shall also incur one termination point (**Termination Point**). At the end of each calendar year any Deficiency Points which have accrued shall elapse and shall have no effect thereafter.

5.7 If three (3) Termination Points accrue in any three (3) consecutive calender years a Concessionaire Event of Default shall occur.

5.8 The Concessionaire shall not incur any Performance Deductions which arise as a result of a State Responsible Event, a State Event of Default, a Force Majeure Event and/or an act or omission of any Airport Contract Party to the extent it was not possible to provide in the relevant Airport Contract compliance by that Airport Contract Party with the applicable Third Party Controlled Standards, because of prevailing market conditions at the time that Airport Contract was executed.

5.9 The payments for Performance Deductions for any calendar year shall be limited to five per cent (5%) of the annual Revenue of all of the Regional Airports during the previous Concession Year.

## 6 State/Grantor Audit Rights

6.1 The State, the Grantor, the HCAA or an independent third party appointed by the State or the HCAA may, upon five (5) Business Days prior written notice to the Concessionaire, at any time during normal business hours and at its own cost, audit any aspect of the measurement of the Concessionaire's performance in accordance with this Appendix, including any Performance Standard measurement. He may also audit the calculation of any Deficiency Point(s) and/or any Performance Deduction(s).

6.2 The State, the Grantor, the HCAA or an independent third party appointed by the State, the Grantor, or the HCAA may, upon five (5) Business Days prior written notice to the Concessionaire, at any time during normal business hours and at its own cost, audit any aspect of the Capacity Assessment or the Passenger satisfaction surveys, including the calculation of any Deficiency Points and/or any Performance Deduction.

6.3 For the purpose of the State's, the Grantor's, or the HCAA's rights under paragraph 6.1 and 6.2, the Concessionaire shall, within five (5) Business Days after the State's, the Grantor's, or the HCAA's written request, make available to the State, the Grantor, or the HCAA as applicable all relevant information relating to its performance, its measurement of that performance, and its preliminary calculation of any Deficiency Point(s) and/or any Performance Deduction.

6.4 Any Dispute as to the information provided by the Concessionaire about any Performance Standard, Service Quality Standard or capacity assessment in the Quarterly Progress Reports or the Annual Performance Report or otherwise in relation to this Appendix, shall be referred to the Disputes Resolution Procedure in accordance with Article 39 (*Dispute Resolution*).

# Appendix 7 Airport Charges

## 1 Airport Charges as of Concession Commencement Date

### 1.1 Regulated Aeronautical Charges

As of Concession Commencement Date the following aeronautical charges are subject to regulation in accordance with the Concession Agreement. These Regulated Aeronautical Charges comprise:

(a) Landing Charge

(b) Parking Charge

(c) Lighting Charge

(d) Passenger Charge

With the revenues generated from these Regulated Aeronautical Charges the Basic Airport Services as defined in Appendix 5 (*Airport Services*) shall be financed. No additional fees shall be charged for the provision of the Basic Airport Services.

In addition, a Security Charge of one Euro fifty cents (€1.50) per departing Passenger as described in this Appendix shall be introduced as of the Concession Commencement Date. This Security Charge is subject to regulation as stipulated in this Appendix.

### 1.2 Landing Charge

Subject to Article 28.2 (*State Aircraft*), the Landing Charge as determined in accordance with Article 28.4 (Fixed *Tariff Cap with Growth Index*) is levied for all aircraft landing at the Regional Airports. The Landing Charge is based on the maximum take-off weight (**MTOW**) of the aircraft as stated in the airworthiness certificate, the aircraft flight manual or in any other equivalent official document. The Landing Charge shall be set at a level which adequately covers the operation and maintenance of runways and taxi-ways at the Regional Airports.

The Concessionaire is free to define weight categories as it deems appropriate as long as the total revenue from the Regulated Aeronautical Charges divided by the actual number of Passengers does not exceed the Maximum Average Yield per Departing Passenger as specified in more detail in Article 28 (*Airport Charges*).

Landing Charges for aircraft up to ten (10) tons MTOW are not regulated.

Regarding Joint Use Airports of Category 1, it is specified that the Landing Charge shall be fixed in a way that covers all expenses for the operation and maintenance of the runway and the related airfield. Therefore, for Joint Use Airports of Category 1, the Landing Charge shall amount to no less than seven Euro and nineteen cents (€7.19) per ton MTOW. This value shall be indexed as specified in Article 28.4. Nevertheless, before the Imminent Works End Date, the Concessionaire shall be required to impose a pricing policy so that relevant charges, when aggregated with charges of paragraph 1.4 (*Lighting Charge*) of this Appendix 7, do not exceed 1 Euro (€1) per departing Passenger in each Joint Use Airport of Category 1, using the number of departing Passengers as calculated in accordance with paragraph 1.5 (*Passenger Charge*) of this Appendix 7.

### 1.3 Parking Charge

The Parking Charge shall be based on:

(a) the MTOW, as indicated in the airworthiness certificate, the aircraft flight manual or in any other equivalent official document of an aircraft; and

(b) the parking time.

Parking Charges for aircraft up to ten tons MTOW are not regulated.

Parking periods exceeding five (5) hours shall not be regulated.

The Concessionaire is free to define weight or time categories as it deems appropriate as long as the total revenue from the Regulated Aeronautical Charges divided by the actual number of Passengers does not exceed the Maximum Average Yield per Departing Passenger as specified in more detail in Article 28 (*Airport Charges*).

1.4 **Lighting Charge**

The Lighting Charge shall be levied separately for both landing and take-off of aircraft. The Lighting Charge shall be applicable for any aircraft movement performed while the runway lighting system is in operation.

The Lighting Charge shall not be related to aircraft weight (MTOW). Other than this, the Concessionaire is free to define the conditions and the level of the Lighting Charge as long as the total revenue from the Regulated Aeronautical Charges divided by the actual number of Passengers does not exceed the Maximum Average Yield per Departing Passenger as specified in more detail in Article 28 (*Airport Charges*).

Lighting Charges for aircraft up to ten (10) tons MTOW shall not be regulated.

Regarding Joint Use Airports of Category 1, it is specified that the Lighting Charge shall be fixed in a way that all expenses for the operation and maintenance of the runway lighting and the lighting of the related airfield are covered. For Joint Use Airports of Category 1 the Lighting Charge shall therefore, amount to no less than thirty two Euro and eighteen cents (€32.18) per aircraft movement (before Imminent Works End Date) and thirty seven Euro and thirty one cents (€37.31) (after Imminent Works End Date). These values shall be indexed as specified in Article 28.4.

1.5 **Passenger Charge**

The ADF levied on departing Passengers of commercial and non-commercial flights at each of the Regional Airports, will be fully taken into account for the purposes of calculation of Maximum Average Yield per Departing Passenger.

The Passenger Charge shall be levied upon departing Passengers only. It shall be payable by the aircraft operator or, failing that, by the owner of the aircraft. The following are exempt from the Passenger Charge:

(a) Passengers on a transit flight (i.e. same flight number of arriving and departing flight);

(b) Infants up to the age of two (2) years;

(c) Personnel listed on the general declaration of the relevant flight; and

(d) Passengers on flights with state aircraft.

The Concessionaire shall be free to define different categories of Passengers as long as the total revenue from the Regulated Aeronautical Charges divided by the actual number of Passengers does not exceed the Maximum Average Yield per Departing Passenger as specified in more detail in Article 28 (*Airport Charges*).

1.6 **Cap on Regulated Aeronautical Charges**

In order to enable growth for the tourism sector in Greece it is important to ensure international competitiveness of the Hellenic Republic's airports in terms of both service quality and the level of Aeronautical Charges. This objective shall be achieved through the Performance Measurement defined in Appendix 6 (*Performance Measurement*) and through the Tariff Cap defined through the Maximum Average Yield per Departing Passenger specified in Article 28 (*Airport Charges*).

After a Final Completion Certificate has been issued with respect to all Regional Airports, in the event that the HCAA and/or the Concessionaire considers that the Tariff Cap (after indexation but prior to any adjustments in accordance with Articles 28.4.4 and 28.4.5) is set at such a level which results in the Regional Airports being on average less competitive than airports of similar dynamics, size and service quality around the Mediterranean Sea, then the applicable Tariff Cap may be adjusted with the cooperation of the HCAA and the Concessionaire in accordance with this paragraph 1.6.

The Regional Airports shall be deemed as "less competitive than airports of similar dynamics, size and service quality around the Mediterranean Sea" if the HCAA and/or the Concessionaire can demonstrate that the total traffic at such Regional Airports has decreased by at least ten per cent (10%) p.a. versus the average within a period of two (2) years, due to the level of Aeronautical Charges.

For the purpose of adjusting the applicable Tariff Cap, the HCAA and/or the Concessionaire shall inform the other party of its observations, methodology and proposal, including corrective measures, for calculating and adjusting the applicable Tariff Cap. The HCAA and the Concessionaire may take into account market observations from airports of similar dynamics and size around the Mediterranean Sea and other data, as appropriate. However, the application of the methodology and the adjusted applicable Tariff Cap shall not involve the grant of European State Aid and in any event must be compliant with Article 107 of the Treaty on the Functioning of the European Union and the European State Aid rules.

If the Concessionaire or the HCAA, as the case may be, does not agree with the observations, methodology and/or proposal, including corrective measures, suggested by the other party for the adjustment of the applicable Tariff Cap, either party may invite the other party to enter into good faith negotiations in order to request a modification to the calculation and/or adjustment of the applicable Tariff Cap which shall be accompanied by a written statement of the reasons for such a request (the **Request**).

If the Concessionaire and the HCAA fail to reach an agreement within one (1) month of a Request, either the Concessionaire or the HCAA may refer the matter for resolution in accordance with the Dispute Resolution Procedure. In the event that the issue is referred to the Dispute Resolution Procedure, no modification of established mechanics for the calculation of the applicable Tariff Cap will take place until the conclusion of the relevant Dispute Resolution Procedure.

An adjustment to the applicable Tariff Cap shall not be effective unless it has been agreed between the Concessionaire and the HCAA. Once approved by the Concessionaire and the HCAA or determined pursuant to the Dispute Resolution Procedure, the Concessionaire may publish the relevant Regulated Aeronautical Charges pursuant to the applicable Tariff Cap and thereafter, any such revised

applicable Tariff Cap for a Regulated Aeronautical Charge shall apply for the period ending on the next subsequent 1 November.

1.7 **Security Charge**

The Concessionaire shall be obliged to provide all security measures as defined in Appendix 5 (*Airport Services*).

The Concessionaire shall be entitled to receive 100% of the proceeds generated from the Security Charge levied at the Regional Airports. The Concessionaire shall also be entitled to full recovery of costs incurred for procurement, depreciation, maintenance and repair of the aviation security equipment and material, aviation security training of human resources (staff of private service providers working at the Regional Airports as well as the Concessionaire's own security staff) and the salary costs for provision of security measures at the Regional Airports (excluding salary costs for police agents). The Concessionaire shall not be entitled to generate any profit margin through the provision of security services.

The initial level of the Security Charge as of the Concession Commencement Date shall be one Euro fifty cents (€1.50) per departing Passenger. This amount shall be applicable for eighteen months and at least up to the First Calculation Date. The Security Charge shall be the same for all Regional Airports.

All costs incurred by the Concessionaire during the first 12-month period from Concession Commencement Date for the provision of security measures at the Regional Airports shall be documented in detail (including original receipts) and shall be submitted to the HCAA no later than one (1) month after expiration of such 12-month period.

No later than one (1) month after expiration of such 12-month period a budget for the estimated costs of the provision of security measures at the Regional Airports for the period from (and including) the first day of the next month falling 18 months following the Concession Commencement Date ("**First Calculation Date**") to (and including) the last day of the month following 6 months after the First Calculation Date shall be submitted to the HCAA. The budget shall include a recommendation for the level of the Security Charge per departing Passenger to be applicable as of the First Calculation Date, adjusted for any profits/loss incurred during the previous period. The HCAA shall review the data received for the historic period as well as the budget and the recommended level of the Security Charge as of the First Calculation Date.

To this end the HCAA shall check if the recommended level for the Security Charge as of the First Calculation Date is justified by the estimated costs taking into account any loss or gain incurred by the Concessionaire during the previous period which will be for the next 18 months calculation period.

If the HCAA does not approve the revised level of the Security Charge the Concessionaire shall verify or modify his recommendation and resubmit to the HCAA as soon as practically possible. The HCAA shall approve the Concessionaire's report within one (1) month of receipt. If the HCAA fails to approve the Concessionaire's report within the prescribed time limits, either Party may refer the matter for resolution in accordance with the Disputes Resolution Procedure.

The Security Charge shall be adjusted every eighteen months applying the same method as the initial period. The revised level shall take effect on the first day of each month following the lapse of the previous calculation period. The documentation of actual security costs incurred shall be based on a full 12-month period.

## 2 Non-Regulated Aeronautical Charges

For additional Airport Services, which are not included in the Basic Airport Services additional charges may be collected by the Concessionaire. Such Non-Regulated Aeronautical Charges include but are not limited to the following services:

(a) Fixed electrical ground power (if provided by the Concessionaire);

(b) Passenger boarding bridge (if provided by the Concessionaire);

(c) Provision of general aviation terminal facilities;

(d) Fire brigade services during aircraft fuelling with Passengers on board;

(e) Disposal of aircraft sewage (to be collected from ground handling company);

(f) Provision of cargo handling facilities and services;

(g) Aircraft fuelling services;

(h) De-icing of aircraft;

(i) Provision of IT infrastructure at common-use check-in counters (e.g. CUTE); and

(j) Provision of facilities and services to ground handling providers and self-handling airlines.

## 3 Non-aeronautical charges

Charges for non-aeronautical services are not regulated.

## 4 Annex 1 to Appendix 7

**LANDING AND PARKING CHARGES** - For aircrafts whose MTOW (W) does not exceed 5.7 tons.
Basis: Maximum permissible take-off weight established by the aircraft manufacturer.

For aircrafts with a European Union Member State certificate of registry:

| M.T.O.W. (tons) | Charges (Euro) |
|---|---|
| W ≤ 2 | 586,94 Annually |
| 2 < W ≤ 3 | 1.173,88 Annually |
| 3 < W ≤ 5.7 | 1.760,82 Annually |

For aircrafts with a non-European Union Member State certificate of registry:

| M.T.O.W. (tons) | Charges (Euro) |
|---|---|
| W ≤ 2 | 2.641,23 Annually |
| 2 < W ≤ 3 | 2.934,70 Annually |
| 3 < W ≤ 5.7 | 5.869,41 Annually |

In case the aircrafts remain parked at the airport for less than a year, the charges imposed are calculated as follows: (Annual Charges/360) * Number of days

**LANDING CHARGES** - For aircrafts whose MTOW (W) exceeds 5.7 tons.
Basis: Maximum permissible take-off weight established by the aircraft manufacturer.

| **M.T.O.W. (tons)** | | **Charges (Euro)** |
|---|---|---|
| 5.7 < W ≤ 10 | 11,50 | Constant |
| 10 < W ≤ 25 | 11,50 | For the first 10 tons and 1,1455 per additional ton or fraction thereof |
| 25 < W ≤ 50 | 28,67 | For the first 25 tons and 1,438 per additional ton or fraction thereof |
| 50 < W ≤ 65 | 64,62 | For the first 50 tons and 1,6141 per additional ton or fraction thereof |
| 65 < W ≤ 80 | 88,83 | For the first 65 tons and 1,6434 per additional ton or fraction thereof |
| 80 < W ≤ 150 | 113,48 | For the first 80 tons and 1,6141 per additional ton or fraction thereof |
| 150 < W ≤ 300 | 226,47 | For the first 150 tons and 1,6434 per additional ton or fraction thereof |
| W > 300 | 472,99 | For the first 300 tons and 1,2913 per additional ton or fraction thereof |

Surcharges:

a) Charges imposed as above are increased by 40 per cent for landing and/or take-off during night.
Note - Night is considered the period between 30 minutes after sunset and 30 minutes before sunrise.
b) During the months of June, July, August and September each year, landings performed between 11.00 hours and 17.00 hours L.T. (peak period) are charged additionally 25% of the standard day landing charges.
In case that aircrafts being surcharged with the above fees are also charged with night fees as shown in a), the night charges (40%) are calculated on the basis of the standard day landing charges only.

c) During the period of January to March and October to December the landing fees are reduced by fifty percent (50%).

**PARKING CHARGES** - For aircrafts whose MTOW (W) exceeds 5.7 tons.
Basis: Maximum permissible take-off weight established by the aircraft manufacturer in connection with the number of hours (T) that the aircraft remains at the airport, less the first two (2) hours, for which no parking fees are paid.

| **M.T.O.W.** | **Charges** |
|---|---|
| **(tons)** | **(Euro)** |
| 5.7 <W ≤ 10 | 0,2759 € per hour of layover |
| 10 < W ≤ 50 | W x T x 0,0275 € per hour of layover |
| 50 < W ≤ 100 | W x T x 0,0344€ per hour of layover |
| 100 < W ≤ 200 | W x T x 0,0412 € per hour of layover |
| W > 200 | W x T x 0,0481€ per hour of layover |

During the period of January to March and October to December the parking fees are reduced by fifty percent (50%).

# Appendix 8
# Approved Environmental Terms / Existing Permits

## Part 1 Approved Environmental Terms

### Approved Environmental Terms - Cluster A

| Description in Greek | Description in English |
|---|---|
| 1. ΑΚΤΙΟ-ΕΠΟ (απ 107719_19-5-2000) | 1. Aktion EnvTerms (decision 107719_19-5-2000) |
| 2. ΖΑΚΥΝΘΟΣ-ΕΠΟ (απ 43392_96 17-02-1997) | 2. Zakinthos- EnvTerms (decision 43392_96 17-02-1997) |
| 3. ΖΑΚΥΝΘΟΣ-ΠΑΡΑΤΑΣΗ (απ 127597_02-07-2010) | 3. Zakinthos- Extention (decision 127597_02-07-2010) |
| 4. ΖΑΚΥΝΘΟΣ-ΑΝΑΝΕΩΣΗ-ΤΡΟΠΟΠΟΙΗΣΗ (απ. 175512_15-10-2014 | 4. Zakinthos –Renewal - Modification (decision 175512_15-10-2014) |
| 5. ΘΕΣΣΑΛΟΝΙΚΗ ΕΠΟ 1(απ 31522 17-08-1994 | 5. Thessaloniki EnvTerms 1 (decision 31522 17-08-1994) |
| 6. ΘΕΣΣΑΛΟΝΙΚΗ-ΕΠΟ 2 (απ 105214_17-11-2000) | 6. Thessaloniki- EnvTerms2 (decision 105214_17-11-2000) |
| 7. ΘΕΣΣΑΛΟΝΙΚΗ-ΤΡΟΠΟΠΟΙΗΣΗ 1 (απ 125887_8-5-2007) | 7. Thessaloniki –Modification 1 (decision 125887_8-5-2007) |
| 8. ΘΕΣΣΑΛΟΝΙΚΗ-ΤΡΟΠΟΠΟΙΗΣΗ 2 (απ 204012_5-10-2011) | 8. Thessaloniki –Modification 2 (decision 204012_5-10-2011) |
| 9. ΚΑΒΑΛΑ- ΤΡΟΠΟΠΟΙΗΣΗ (απ 200818_23-7-2012) | 9. Kavala- Modification (decision 200818_23-7-2012) |
| 10. ΚΑΒΑΛΑ-ΕΠΟ (Α.Π.-84821/95/08-07-1996) | 10. Kavala - EnvTerms (decision.-84821/95/08-07-1996) |
| 11. ΚΑΒΑΛΑ-ΤΡΟΠΟΠΟΙΗΣΗ _Α.Π-105624_14-11-2006) | 11. Kavala- Modification ( decision -105624_14-11-2006) |
| 12. ΚΑΒΑΛΑ-ΤΡΟΠΟΠΟΙΗΣΗ (απ 172044_09-04-2014) | 12. Kavala- Modification ( decision -172044_09-04-2014) |
| 13. ΚΕΡΚΥΡΑ ΕΠΟ _32651/94/-9-5-1995_ | 13. Kerkira _ EnvTerms (decision _32651/94-9-5-1995_) |
| 14. ΚΕΡΚΥΡΑ-ΤΡΟΠΟΠΟΙΗΣΗ (α.π 127596-02-07-2010) | 14. Kerkira - Modification (decision 127596-02-07-2010) |
| 15. ΚΕΡΚΥΡΑ-ΤΡΟΠΟΠΟΙΗΣΗ (α.π 106587-08-08-2007) | 15. Kerkira -Modification (decision 106587-08-08-2007) |
| 16. ΚΕΡΚΥΡΑ-ΤΡΟΠΟΠΟΙΗΣΗ (α.π 81735-31-12-1996) | 16. Kerkira -Modification (decision 81735-31-12-1996) |
| 17. ΚΕΦΑΛΛΟΝΙΑ- ΕΠΟ (απ 32647_9-5-1995) | 17. Kefallinia- EnvTerms (decision απ 32647_9-5-1995) |
| 18. ΚΕΦΑΛΛΟΝΙΑ-ΤΡΟΠΟΠΟΙΗΣΗ (απ 106586_8-8-2006) | 18. Kefallinia -Modification (decision 106586_8-8-2006) |
| 19. ΚΕΦΑΛΛΟΝΙΑ-ΤΡΟΠΟΠΟΙΗΣΗ (απ. 151698_04-09-2015) | 19. Kefallinia -Modification (decision 151698_04-09-2015) |
| 20. ΧΑΝΙΑ-ΕΠΟ (απ 17683_27-12-1995) | 20. Chania- EnvTerms (decision 17683_27-12-1995) |
| 21. ΧΑΝΙΑ-ΠΑΡΑΤΑΣΗ (απ 106217_14-7-2008) | 21. Chania -Extension (decision 106217_14-7-2008) |
| 22. ΧΑΝΙΑ-ΤΡΟΠΟΠΟΙΗΣΗ (απ197516_23-3-2011) | 22. Chania-Modification (decision 197516_23-3-2011) |

## Part 2 Existing Permits

**Existing Permits - Cluster A**

| AIRPORTS | ESTABLISHMENT LICENCE |
|---|---|
| Thessaloniki | Ministerial Decision No. 10560/1955 (Government Gazette Bulletin 151/B/13.08.1955) |
| Kerkira | Ministerial Decision No. 10560/1955 (Government Gazette Bulletin 151/B/13.08.1955) |
| Chania | Ministerial Decision No. 10560/1955 (Government Gazette Bulletin 151/B/13.08.1955) |
| Zakinthos | Ministerial Decision No. D1/B/10365/665/27.03.1971 |
| Kefallinia | Ministerial Decision No. D1/B/10365/665/27.03.1971 |
| Aktion | Royal Decree No. 865/190 as amended by Royal Decree 607/1963 (Government Gazette Bulletin 174/A/7.10.1963) |
| Kavala | Ministerial Decision No. 10560/1955 (Government Gazette Bulletin 151/B/13.08.1955) |

## Appendix 9
## Standards and Specifications

The Concessionaire has to comply with **the latest editions** of the following standards:

**1 Airport Standards – Specifications**

(a) Regulation (EC) No 216/2008, especially its Annexes Va and Vb, and Commission Regulation (EU) No 139/2014

(b) ICAO, Annexes to the Chicago Convention, including all amendments

(c) ICAO, Document 8973, Security Manual for Safeguarding Civil Aviation against Acts of Unlawful Interference (restricted)

(d) ICAO, Doc 9137, Airport Services Manual

Part 1 – Rescue and Fire Fighting

Part 2 – Pavement Surface Conditions

Part 3 – Bird Control and Reduction

Part 5 – Removal of Disabled Aircraft

Part 6 – Control of Obstacles

Part 7 – Airport Emergency Planning

Part 8 – Airport Operational Services

Part 9 – Airport Maintenance Practices

(e) ICAO, Doc 9157, Aerodrome Design Manual

Part 1 – Runways

Part 2 – Taxiways, Aprons and Holding Bays

Part 3 – Pavements

Part 4 – Visual Aids

Part 5 – Electrical Systems

Part 6 – Frangibility

(f) AC 150/5320-6E "Airport Pavement Design and Evaluation " U.S. Department of Transportation, Federal Aviation Administration

(g) AC 150/5335-5B "Standardized Method of Reporting Airport Pavements Strength" U.S. Department of Transportation, Federal Aviation Administration

(h) AC 150/5370 "Use of Non Destructive Testing in the Evaluation of Airport Pavements" U.S. Department of Transportation, Federal Aviation Administration

(i) IATA ADRM, Airport Development Reference Manual

## 2 Building Standards – Specifications

(a) National New Building Code, law 4067/2012 (ΦΕΚ 79A)

(b) National Building Regulations, Decision 3046/1989 (ΦΕΚ 59D)

(c) Regulation for the Energy Performance of Buildings (KENAK), Decision 5825/2010 (ΦΕΚ 407B)

(d) National Code for Facilitation of Disables, law 2831/2000 article 28 (ΦΕΚ 140A)

(e) Directions for the design for Disable Persons by Ministry of Energy and Climatic Change (YPEKA). Decision 52487/2002 (ΦΕΚ 18B)

(f) American with Disabilities Act (ADA), Standards for Accessible Design September 15 2010 taking action by March 15, 2012

(g) Code of Practice BGR 181 'Floors in work rooms and work areas with high risk of slipping'

(h) National Regulations for Fire Safety, Presidential Degree 71/1988 (ΦΕΚ 21A), Decision 33940/1998 (ΦΕΚ 1316B)

(i) National Fire Protection Association (**NFPA**) Codes and Standards, NFPA 1 Fire Code

(j) Fire Protection Association Europe, Fire Safety in Buildings CEN/TC127

## 3 Security

(a) ICAO Annex 17 – Security

(b) Regulation (EC) No. 300/2008

(c) Implementing rules adopted pursuant to Article 4 (3) of Regulation (EC) No. 300/2008

(d) HCAA Orders implementing provisions of EU legislation

(e) National Civil Aviation Security Programme (ΕΠΑΠΑ) (Ministerial Decision ΦΕΚ 1624/B/2004),

(f) Implementing regulations including the National Civil Aviation Security Regulation (ΕΚΑΠΑ) (ΦΕΚ 1485/B/2011) and Technical Directive for Civil Aviation Security No 1 (1η T.O.A.) (ΦΕΚ 1085/B/2011)

## 4 Structural Codes

(a) Hellenic Code for the Design of Seismic Resistant Structures (ΕΑΚ 2000 as has or will be amended)

(b) Hellenic Code for the Design of Reinforced Concrete Structures (ΕΚΩΣ 2000 as has or will be amended)

(c) Hellenic Code for the Seismic Assessment and Retrofit of Structures (ΚΑΝΕΠΕ)

(d) Eurocode 0 (ΕΛΟΤ EN 1990), Basis of structural Design

(e) Eurocode 1 (ΕΛΟΤ EN 1991), Actions on Structures

(f) Eurocode 2 (ΕΛΟΤ EN 1992), Design of Concrete Structures

(g) Eurocode 3 (ΕΛΟΤ EN 1993), Design of Steel Structures

(h) Eurocode 4 (ΕΛΟΤ EN 1994), Design of Composite Steel and Concrete Structures

(i) Eurocode 5 (ΕΛΟΤ EN 1995), Design of Timber Structures

(j) Eurocode 6 (ΕΛΟΤ EN 1996), Design of Masonry Structures

(k) Eurocode 7 (ΕΛΟΤ EN 1997), Geotechnical Design

(l) Eurocode 8 (ΕΛΟΤ EN 1998), Design of Structures for Earthquake Resistance

(m) Eurocode 9 (ΕΛΟΤ EN 1999), Design of Aluminum Structures

**5 Mechanical Standards – Specifications**

(a) HVAC

(i) TOTEE 2425/86 Installations in Buildings: Data for load calculations for HVAC in Buildings

(ii) TOTEE 2423/86 Installations in Buildings: Air Conditioning in buildings

(iii) TOTEE 2421/86 Part 1 Installations in Buildings: Distribution networks for heating water in buildings

(iv) ASHRAE Standard 50 – 2010 Thermal Environmental Conditions for Human Occupancy

(v) ASHRAE Standard 62.1 – 2007 Ventilation for Acceptable Indoor Air Quantity

(vi) SMACNA HVAC Duct Construction Standards

(b) Water Supply

(i) TOTEE 2411/86 Installations in buildings: Distribution of Cold and Hot Water

(ii) BS EN 806-5:2012 – Specifications for installations inside buildings conveying water for human consumption. Operation and maintenance

(iii) ΦΕΚ 892/11.07.01 and ΦΕΚ 630/26.04.07 – Governing potable water quality

(c) Waste and Storm Water Systems

(i) TOTEE 2412/86 Installations in Buildings and plots: Drainage of Foul and Storm water

(ii) EN 12056:2000 – Gravity drainage systems inside buildings

(d) Fire Fighting and Fire Detection

(i) National Regulations for Fire Safety, Presidential Degree 71/1988 (ΦΕΚ 21A), Decision 33940/1998 (ΦΕΚ 1316B)

(ii) TOTEE 2451/80 Installations in buildings: Permanent water extinguishing systems

(iii) ΕΛΟΤ EN 12845 – Fixed firefighting systems

(iv) ΕΛΟΤ EN 3 – Portable fire extinguishers

(v) ΕΛΟΤ EN 54 – Fire detection and fire alarm systems

(vi) ΕΛΟΤ EN 12094 – Fixed firefighting systems. Equipment for extinguishing with Gas

(vii) NFPA 90A - 2012 Edition: Standard for the Installation of Air-Conditioning and Ventilating Systems

## 6 Electrical Standards – Specifications

(a) Electrical Power Systems

(i) ΕΛΟΤ HD 384, second edition – Requirements for Electrical Installations in Buildings

(ii) ΕΛΟΤ HD 30852 – Cable Color Coding

(iii) ΕΛΟΤ EN 1838 – Lighting application - Emergency lighting

(iv) IEC 60439-1 – Low Voltage Distribution Boards

(v) IEC 62 271200 – Medium Voltage Distribution Boards

(vi) VDE 0295, IEC 60228, HD 383 – Inductance and resistance for copper cables

(vii) DIN 4102 – Regulations for Cable routings through Fire Compartments

(viii) IEC 60332 Part 3 – Burning Behaviour of Bunched Cables

(ix) CENELEC EN 60695-2-1/0:1996– Fire hazard testing - Part 2: Test methods - Section 1/sheet 1: Glow-wire end-product test and guidance

(x) IEC 61643-12: Low-voltage surge protective devices - Part 12: Surge protective devices connected to low-voltage power distribution systems - Selection and application principles

(b) Lighting Systems

(i) BS EN 12665:2011– Light and Lighting – Basic terms and criteria for specifying lighting requirements

(ii) BS EN 12464-1:2002 – Light and Lighting – Lighting of work places. Indoor work places

(iii) BS EN 12464-2:2007 – Lighting of work places. Outdoor work places

(iv) British Standard 5266: Part 8, 2004 (BS EN 50172: 2004): Emergency Lighting Systems

(v) NFPA 101(00), Sec. 7.9.3: Maintenance of Battery Operated Emergency Lights

(c) Lightning Protection and Earthing Systems

(i) ΕΛΟΤ EN 62305.01 - Lighting protection, general principles

(ii) ΕΛΟΤ EN 62305.02 - Lighting protection, risk management

(iii) ΕΛΟΤ EN 62305.03 - Lighting protection. Physical damage to structures and life hazard

(iv) ΕΛΟΤ EN 62305.04 - Protection against lighting. Electrical and electronic systems within structures

(v) CENELEC HD 60364-5-54:2007 – Low-voltage electrical installations - Part 5-54: Selection and erection of electrical equipment - Earthing arrangements, protective conductors and protective bonding conductors

(vi) NFPA 780 2004 Edition : Standard for the Installation of Lightning Protection Systems (Annex B - paragraph B.2 : Maintenance of Lightning Protection Systems)

## 7 Information Technology Standards – Specifications

(a) ΕΛΟΤ EN 50173-1/A1: 2009 Information technology. Generic cabling systems

(b) ΕΛΟΤ EN 50173-2/A1:2009 – Information technology. Generic cabling systems - Part 2: Office premises

(c) ΕΛΟΤ CLC/TR 50173-99-1:2007 – Cabling guidelines in support of 10 GBASE-T

(d) ΕΛΟΤ EN ELOT EN 50174-1/A1:2011 – Information technology. Cabling installation - Installation specification and quality assurance

(e) ΕΛΟΤ EN 50174-2/A1: 2011– Information technology. Cabling installation - Installation planning and practices inside buildings

(f) ΕΛΟΤ EN 60728-1:2008 – Cable networks for television signals, sound signals and interactive services

(g) ΕΛΟΤ EN 50310:2006 – Application of equipotential bonding and earthing in buildings with information technology equipment

(h) ΕΛΟΤ EN 60332-1-2:2004 – Tests on electric and optical fibre cables under fire conditions

(i) ΕΛΟΤ EN 60297-3-101:2004 – Mechanical structures for electronic equipment

(j) ΕΛΟΤ EN 50085-1:2005/FprA1:2012– Cable trunking systems and cable ducting systems for electrical installations - Part 1: General requirements

(k) ISO/IEC 11801

(l) IEEE 802.3 an

(m) IATA RP 1797: IATA's CUPPS Standards

Standards and recommendations are categorized to facilitate reference. One standard may be related to more than one category.

Note:

(a) In cases where two or more Standards or Specifications are according to the Greek legislation in parallel use, the Concessionaire may use any of them.

(b) In cases where the existing Hellenic Standard or Specification does not cover the full spectrum of the issues, (ex. National Code for Facilitation of Disables), then the relevant expatriate Standard or Specification (ex. American with Disabilities Act (ADA)), listed in this Appendix will be used for the issues not covered by the Hellenic Standard.

(c) In cases where two or more Standards or Specifications refer to the same subject (ex. National Regulations for Fire Safety and NFPA) the Concessionaire may use its discretion to select the most appropriate Standards and Specifications for each project.

(d) When European Standards or Specifications (not national standards of a European country) equivalent to the US or British Standards or Specifications, listed in this Appendix, will be established, the use of the European Standards and Specifications will prevail.

# Appendix 10
# Works Requirements

The technical requirements of this Appendix represent the minimum technical requirements (**MTR**) for the different types of Works, namely:

(a) New or Expansion Works; and

(b) Refurbishment Works.

They describe the minimum technical requirements that are in addition to the Standards and Specifications.

The following are exempt:

(a) the space requirements (described in paragraph 1.1 of this Appendix),

(b) the aesthetics (described in paragraph 1.2 of this Appendix),

(c) the principal functional considerations (described in paragraph 1.3 of this Appendix), and

(d) the building structural systems (described in paragraph 3 of this Appendix),

which are applicable only for the New or Expansion Works and not applicable for the Refurbishment Works.

For avoidance of doubt, possible non-compliance of the existing facilities with the Work Requirements does not trigger a Refurbishment Work. If a Refurbishment Work (not regular maintenance) will be implemented (to ensure that the existing facility will operate with no or minor deficiencies) then the Work Requirements of this Appendix will be applied.

## 1 Terminals

### 1.1 Space Requirements for New Terminals or Terminal Expansions

(a) The area of a new terminal or a terminal expansion has to follow the requirements of IATA ADRM Chapter F section F9, and satisfy (approx.) the following guidelines:

(i) The gross building area shall be of sufficient dimension to provide at least 18m² for each Passenger during the peak hour (example: the 30$^{th}$ busiest hour or the 90$^{th}$ percentile of the busiest hour, etc.).

(ii) The gross building area shall be at least 10.000m² per 1 million Passengers per annum.

(iii) The maximum of the above 2 calculations shall be implemented.

(b) The gross building area shall be divided in the different functional areas as follows.

(i) Airline (airport ticket offices, airlines, handlers, airport operations, baggage): 35%.

(ii) Other (concessions, food & beverage, airport administration, miscellaneous): 20%

(iii) Public (circulation, waiting areas, restrooms, exits): 30%.

(iv) Services (mechanical, shafts, tunnels, stairs, stores, electrical, communications): 15%.

(c) A deviation up to (plus or minus) 20% from the areas calculated in accordance with paragraphs (a) and (b) above is permitted.

(d) Restrooms: Regarding the estimation of the required number, the sizing, the layout, and the allocation of the toilets within the terminal (concourses, check-in lobby, baggage claim areas, concessions, etc) the Concessionaire must follow widely accepted guidelines as the "Airport Passenger Terminal Planning and Design" Volume 1, Guidebook, Airport Cooperative Research Program, ACRP Report 25, 2010.

## 1.2 Aesthetics

The majority of the Regional Airports serve substantial tourist traffic, and many are located in areas of interesting and well preserved traditional architecture. The architectural design is, therefore, required to be compatible with the local architecture and environment. Aesthetics, quality of materials, construction and level of service must be of a high standard, compatible with the new national effort for high quality tourist services.

When a terminal building extension is adjacent to an existing terminal, its architecture and aesthetics must be in line with the existing terminal.

## 1.3 Principal functional considerations for new terminals or terminal expansions

For any new Passengers terminal or an expansion of an existing terminal the Concessionaire must follow applicable EASA specifications and ICAO standards as well as industry best practice as stipulated by IATA and ACI standards/regulations (Appendix 9 (*Standards and Specifications*). The Concessionaire is also required to consider the following issues regarding functionality.

(a) The Passenger processing distance (i.e. distance from the aircraft to any mode of surface access, e.g. loading platform of tourist buses) shall not exceed 300m. For distances over 300m, moving walkways inside the terminal and buses outside the terminal, shall be provided.

(b) Any Passenger, arriving or departing, should not be required to change more than one level. If there is a change of level, the Passenger processing distance shall be multiplied by 1.5 to verify whether the limit of 300m has been exceeded; therefore, in the case of a one level change, the Passenger processing distance shall not be more than 200m.

(c) Defining Passenger characteristics is very important for the sizing of facilities. Most of the Passengers in the Regional Airports during peak period are tourists coming for vacations of around two weeks and are carrying more than one piece of luggage. For sizing calculations two pieces of luggage on a cart shall be assumed according to IATA ADRM F9.2.

(d) The Required Level of Service shall be ensured at all times.

(e) in accordance with Chapter F of IATA ADRM Table F9.2, a row width of 1.4m and an area of 1.6m2/Passenger shall be provided, in check-in queuing area.

(f) Accessibility of facilities for persons of reduced mobility shall comply with the National Standards and Section K6 of IATA ADRM and to the extent not covered herein shall comply with the American Disables Act (ADA) which shall be applied instead.

(g) Acoustical comfort and noise protection in terminal buildings shall comply with acoustic comfort Category A of the National Building Regulations, Decision 3046/1989 (ΦΕΚ 59D) section 12.

(h) In addition the sound reduction values R'w shall be higher than the relevant level set out below:

(i) Roof and external walls: 50 dB.

(ii) Walls separating offices: 42dB.

(iii) Doors to the office corridors: 32dB.

(iv) Rooms and offices with specific use and importance, e.g. computer rooms, crisis management centre, communication rooms, hold baggage screening (HBS) control room: 54dB.

(v) Doors: 37dB.

## 1.4 Construction materials (finishes) for Works

General

(a) The construction materials (finishes) mentioned in this chapter, shall apply in new terminal or terminal expansion buildings, and to large scale Refurbishment Works.

(b) In the case of terminal expansions, care shall be taken to achieve a smooth continuity of materials in the same room or corridor.

(c) Floor finishes in wet and public areas have to satisfy safety regulations and accident preventing measures according to the "Code of Practice BGR 181 'Floors in work rooms and work areas with high risk of slipping'"

(d) All floors shall be commercial type "heavy duty".

Departure and Arrival Areas

(e) Walls:

(i) Lining paper and/or acrylic paint on gypsum board or plaster

(ii) Fair faced concrete

(iii) Stainless steel brushed cladding panels

(iv) Frozen or clear glass

(v) Ceramic tiles

(vi) Any appropriate material with similar properties

Acoustic insulation and perforated panels shall be installed wherever required by the acoustic study.

The base of columns and walls shall be protected from trolleys by installing bumper rails made from polished stainless steel CHS 42.4mm.

(f) Ceiling:

Aluminium powder coated suspended ceiling panels with perforations and mineral wool lining wherever acoustic insulation is required.

(g) Arrivals areas and departure areas landside

Flooring:

(i) Granite 600X600X30mm

(ii) Marble 600X600X30mm

(iii) Quartzite Tiles 1200X1200X12mm

(iv) Ceramic Extruded tiles Group 5/ AIa 600X600X12mm

(v) Any appropriate material with similar properties

(h) Departure areas airside

Flooring:

Seating areas:

(i) Carpet

(ii) Rubber Floor or

(iii) Materials of the adjacent circulation zone

Circulation zones:

(i) Granite 600X600X30mm

(ii) Marble 600X600X30mm

(iii) Quartzite tiles 1200X1200X12mm

(iv) Ceramic Extruded tiles Group 5/AIa 12mm

(v) Any appropriate material with similar properties

(i) Toilets and Changing Rooms

Flooring:

Dry Pressed Ceramic Tiles Group 4/BIa 200X200mm with applicable antislip properties according to the use of the room. Special curved skirting tiles have to be used.

Walls:

Dry Pressed Ceramic Tiles Group 3/B III 200X200mm Glazed.

Ceiling:

Powder coated or mirror finish aluminium strips or panels with perforations to comply with acoustic performance.

Fittings:

Stainless Steel, brushed.

(j) Public Stairs

Flooring:

The flooring material for the stairs has to be the same as the floors, with special strips to prevent slipping.

Handrails and balustrades:

(i) Polished stainless steel and panels of laminated safety glass approximately 13mm

(ii) Perforated sheets of stainless steel

(k) Escalators:

Handrails and balustrades:

(i) Polished stainless steel and panels of laminated safety glass approximately 13mm

(ii) Perforated sheets of stainless steel

(l) Offices

Floors:

(i) Carpets

(ii) PVC resilient flooring of 3.2 mm on a sound proofing base

Walls:

Plaster or gypsum board partition and acrylic paint

Ceiling:

Mineral fibres suspended ceiling with exposed grid 600X600mm and appropriate finish for sound absorption

(m) Secondary areas, baggage handling, storage and plant rooms

Flooring:

Industrial flooring, i.e. cement screed with epoxy impregnation or coating

Walls:

(i) Plaster render on block wall

(ii) Fair faced concrete painted with acrylic or plastic paint 150 mm skirting with epoxy coating

Ceiling:

Exposed structural ceiling properly protected for fire-fighting and painted with dispersion colours based on water glass

(n) Retail

(i) Retail areas have to be in accordance with IATA ADRM Chapter J Section 37 "*Concession Planning*". The Concessionaire shall establish design criteria for the "shop front" appearance of each outlet in order to ensure the consistency of the interior of each terminal appearance.

(ii) Only high quality materials may be used in the construction of the retail stores and stores fronts.

(iii) The Concessionaire may elect to provide only shell facilities to retail/concession areas with an obligation on the tenant to fit-out the relevant area to the standards above.

(o) Check-in, car hire, ticket desks, gate counters

(i) Check-in counters to be in accordance with IATA ADRM Chapter J Section J9.4.

(ii) High-tech compound materials will be used for the construction of all fixtures in this section.

(iii) A combination of fire retardant GRP (glass reinforced polyester) with stainless steel and safety laminated glass is a benchmark example for construction materials and aesthetics of the check-in counters.

(p) Signage

Signage shall comply with IATA ADRM Chapter J Section 312 and shall be in accordance with the scale and the size of the Regional Airport.

(q) Seating

(i) Seating shall comply with the Required Level of Service. To calculate the required number of seats, the permanent seating of the food and beverage sections on the same border (airside or landside) shall be taken into account.

(ii) Seating shall be comfortable and clean, occupy minimal floor space, suitable for people of all shapes and sizes, and easy to use by the elderly and the less agile Passengers.

(iii) Seating shall be structurally robust and allow a clear view underneath to facilitate security.

(iv) Seating shall meet all mandatory safety standards.

The above mentioned materials are applicable for the Imminent Works. For the Future Works, on top of the above mentioned materials, the Concessionaire may use any appropriate material with similar properties, as long they will be approved in advance by the Independent Engineer.

## 2 Baggage Handling System

2.1 The Concessionaire shall design and install a baggage handling system (**BHS**) together with the hold baggage screening (**HBS**) with functionalities in accordance with Laws, in respect of aviation security requirements.

2.2 The design will follow the requirements of chapter U of IATA ADRM for BHS. The following shall be considered:

(a) In the first major Refurbishment Works or New or Expansion Works of the existing terminal the Concessionaire should integrate BHS in one central facility with multiple levels of security screening in accordance with applicable EU regulations.

(b) The implementation of a fully automatic sorting system is not mandatory where peak baggage flow rate is envisaged to be ≤1000 bags/hour in the cases of refurbishment or expansion of an existing terminal and ≤500 bags/hour for new terminals. An automatic baggage sorting system shall be installed and operated at any Regional Airport with annual Passengers more than one million.

(c) The peak profile for the design of the baggage system will be based on a tourist Passenger carrying 1.3 bags and on a substantial percentage of oversized baggage.

(d) HBS for airports less than one million Passengers per annum (1mppa) shall be based on figures U11-1 of ADRM Chapter U. For airports with air traffic above one million Passengers per annum (1mppa) shall be based on figures U11-2 of ADRM Chapter U. When a New terminal, any Expansion or major Refurbishment is designed, the then applicable EU aviation security requirements will be applied.

2.3 Screening of Passengers, hand baggage, crew and staff shall be performed in accordance with applicable EU legislation as set out in Appendix 9 (*Standards and Specifications*). In every new Passengers terminal, any terminal expansion or major refurbishment, Passenger and hand baggage screening shall be centrally established providing sufficient queuing space and CCTV surveillance.

## 3 Building Structural Systems

ATCs, terminal buildings and other major facilities are important structures and their vulnerability to earthquake must be reduced to a minimum. To implement this, for the calculation of the earthquake excitation according to the Hellenic Code for the Design of Seismic Resistant Structures (EAK 2000) of the major airport facilities, the following shall apply:

(a) The importance coefficient for the Air Navigation Services / Air Traffic Control tower will be $\Sigma 4=1.30$

(b) The importance coefficient for terminals, and other major airport facilities, will be $\Sigma 3=1.15$

(c) The bearing structure of the facility has to be able to yield and formulate a reliable yield mechanism, with an adequate number of plastic joints. Only in this

case the behaviour coefficient q can be the maximum allowed by Table 2.6 of the EAK 2000. If there are ambiguities considering the capability of the bearing structure to formulate a reliable yield mechanism, then the values of the *q* coefficient will be substantially lower than those set out in Table 2.6.

# 4 Mechanical Installations

## 4.1 HVAC

General

Terminal buildings will be fully air conditioned. The design will be based on the number of people at Peak Hours. The cooling system will provide dehumidification. Noise reduction measures and state of the art controls and equipment will be included.

## 4.2 Design Conditions

Outdoor Conditions:

Summer and Winter follow the Technical Guidelines of the Hellenic Regulation for Energy Performance of Buildings (KENAK).

# 5 Indoor Conditions

Summer and Winter follow the Greek TOTEE 2423/86.

## 5.1 Energy Saving Technologies

(a) All HVAC equipment will be energy efficiency class A

(b) All pumps and fans will be inverter driven (variable speed drives)

## 5.2 Noise criteria

(a) Public areas - retail stores: NR 40

(b) Plant rooms: NR 50

(c) Offices: NR 35

## 5.3 Water Supply

The distribution system will deliver adequate water supply to each endpoint of use to satisfy demand at all times.

All boosters will be inverter driven (variable speed drives)

(a) Water reservoirs

(i) The volume of the water reservoirs shall be sufficient to cover the demand of the peak day, in case of interruption of water supply from the local water provider company

(ii) Water supplies fed from storage tanks will be clearly labelled as "non drinkable water"

(b) Hot water heaters (domestic hot water preparation)

The temperature of hot water supply to the taps shall not exceed 43°C

5.4 **Waste water systems**

(a) The installations will be adequate and shall meet the requirements of the standards and regulations set out in Appendix 9 (*Standards and Specifications*).

(b) All lift stations will be equipped with twin lift pumps controlled by an automatic switching panel

5.5 **Storm water systems**

(a) The installations will be adequate and shall meet the requirements of the standards and regulations set out in Appendix 9 (*Standards and Specifications*)

(b) All lift stations will be equipped with twin lift pumps controlled by an automatic switching panel

5.6 **Fire fighting installations (fixed fire protection installations)**

Local non water fire fighting systems

(a) In all specific high hazard areas where water is an unsuitable extinction agent, dedicated independent local systems using alternative extinction agents approved by the Hellenic Fire Brigade will be used (example FM 200, ARGONITE, INERGEN, NOVEC) in each electronic equipment room, stand-by power generators rooms, transformer rooms, medium voltage panel rooms (the nozzles will be installed inside the room), main low voltage panel rooms (the nozzles will be installed inside the room, and small independent extinction systems, of the same substance, will be installed inside the panels).

(b) The above mentioned fire fighting system will be controlled by a dedicated local fire detection system, connected to the main detection panel of the terminal.

## 6 Electric Power Supply

All electrical installations shall be state of the art. When any electrical installations equipment is replaced, the replacement should be state of the art as at such time.

6.1 **Low Voltage Electrical Installations for Terminal, Airside and Landside**

(a) Stand-by power generators should have adequate capacity to provide power to the following loads:

(i) Installations of HVAC as follows:

(A) 100% of Ventilation of the Terminal including all Air Handling Units, roof extract units. Fan sections etc.

(B) 100% of HVAC for Apron Tower

(C) All close control units for Data Rooms and Labs

(D) Split type units for UPS rooms

(ii) 100% of Fire fighting systems

(iii) 100% of all booster pumps for potable water systems

(iv) 100% of all lift pumps for waste water systems

(v) 100% of all electromechanical (E/M) installation of sewage treatment plants

(vi) 100% of all booster pumps and lift pumps for storm water systems

(vii) 50% of elevators and escalators

(viii) 100% of baggage handling system

(ix) 100% of computer room

(x) 100% of administrative offices and ATC

(xi) 100% of U.P.S loads

(xii) 50% of lights in main public areas and 100% of lights in offices, toilets, plant rooms, etc.

(xiii) 100% of lights concerning obstacles on building corners and highest parts of roof

(xiv) 50% of lights at landside

(xv) 100% of automatic doors

(b) A dedicated stand-by power generator should have adequate capacity to provide power to the following loads:

(i) All visual aids for navigation

(ii) All airport facilities as described in ICAO Annex 14, Chapter 8, paragraph 8.1.10

(c) The stand-by power generators will have sufficient, individual diesel oil fuel storage tanks for at least 16 hours of continuous operation (all stand-by power generators shall have an integrated tank for at least 9 hours of continuous operation). Therefore, the total operating hours shall be at least 25.

(d) Parallel operation of stand-by power generators is not desirable due to many technical difficulties and malfunctions.

(e) Visual aids for navigation, information technology systems and power outlets in offices (for PCs) will be supplied by an uninterruptable power supply (U.P.S). Main U.P.S units will be used at the Regional Airports with more than one million annual Passengers and at least local U.P.S at all other Regional Airports. All electrical distribution substations will be equipped with independent local U.P.S, as well as all the computer rooms and baggage handling systems, excluding conveyors. The power of each U.P.S will be estimated according to the total calculated loads that will be supplied.

(f) Each aircraft parking position will be equipped with a 400 Hz ground power supply system at the New aprons (not applicable at the existing aprons)

(g) Electrical distribution substations will be monitored by a SCADA system

(h) Terminal electromechanical installations will be monitored by a building management system (BMS)

(i) The acceptable voltage drop will be 1.5% from main low voltage panels to local electric panels for lighting and power outlets and 2% to local panel boards for motors. The total voltage drop to the far off load, will be 4%, according to Hellenic Standard ΕΛΟΤ HD 384 requirements for electrical installations (latest edition)

(j) Each electric panel (where necessary) will be divided into three subpanels. The first subpanel will be fed from the primary source and will supply normal loads, the second subpanel will be fed from the stand-by power generators and will supply emergency loads and the third subpanel will be fed from the main U.P.S unit and will supply loads that shall have an uninterruptable operation

(k) Each terminal's lightning protection will be made with Faraday's cage. The foundation earthing system (common to lightning protection) will have an earthing resistance less than one Ohm.

(l) Surge arrester devices will be installed: in the incoming (from the power company) medium voltage panel, in the main low voltage panels (surge arrester type T1) and in all panels of the terminal (surge arrester type T2). The surge arrester devices shall be protected upstream by a disconnection circuit breaker. The installation of surge arrester devices in the low voltage panels will be done according to IEC 61643-12

(m) Monitoring of airfield's lighting systems will be done according to ICAO Annex 14, Chapter 8, Paragraph 8.3

(n) Lighting inside the terminal

(i) Natural light will be used as much as possible in order to save energy

(ii) Emergency lighting will be installed according to Hellenic Fire Brigade regulations. The emergency lighting system will be addressable and shall include the following:

(A) Emergency lights with built in batteries

(B) A main panel which will monitor the status of the lamps and the batteries of each Emergency light

(iii) In offices and other compartment areas switching of the lights will be done locally. In the large public areas, switching will be via the BMS

(iv) Lighting levels

| **Area** | **Level (LUX)** |
|---|---|
| Arrival, departure, main hall | 300 (0.85 m of floor) |
| Plant rooms | 200 (1.00 m of floor) |
| Offices, check-in counters | 500 (0.85 m of floor) |
| Corridors, storages, toilets | 200 |

(o) External Lighting System

System will provide lighting for:

(i) Parking and surrounding areas

(ii) Roads and other areas

(iii) Obstacles on building corners and highest parts of roof

(p) All power outlets will be installed in sufficient numbers in all areas

(q) Power outlets In offices, administrate offices, ATC etc. will be fed by three different power sources - normal, emergency and UPS when anticipated

(r) Power outlets in plant rooms and wet areas will be water proof

(s) Each plant room will have at least one 3-phase water proof power outlet

### 6.2 Quality Requirements

Systems, materials and construction quality of all electrical installation of the Regional Airports shall ensure:

(a) Uninterrupted operation

(b) Durability

(c) Easy and economic maintenance

(d) Noise protection and mitigation

## 7 Information Technology Systems

The information technology systems shall be state of the art. When an information technology system is replaced as a whole (and not partially or a unit), the new system should have the appropriate specifications required to satisfy the overall Performance Standards applicable to the related Designated Airport Services.

### 7.1 Communication Systems

(a) Data System - Cable Plant (Passive Infrastructure) / Local Area Network (Active Infrastructure)

(i) A structured cabling system will be installed with a nominal data rate of 10 Gbit/s

(ii) The local area network (LAN) should consist of a single, consolidated network that supports all systems and applications on the airport campus with the ability to expand as needed

(iii) Horizontal cables will not be connected directly to telecommunications equipment. Suitable connecting hardware (i.e. patch panels and punch-down blocks) and factory-manufactured patch cords shall be used to make the connection.

(iv) The network should be fully fault tolerant and redundant to eliminate any downtime as mission critical applications will utilize the network

(v) All network equipment will be compliant to physical and operational parameters. The equipment will be capable of responding to SNMP, SNMP2, and/or RMON network management program calls from the network management system

(vi) All network equipment will be virtual local area network (VLAN) compatible based on both port and MAC addresses. VLAN assignments will be configurable from a centralized administrative console

(vii) No network equipment will require re-configuration of end-station network interface cards or network interface card drivers to accommodate intra-VLAN and inter-VLAN traffic

(viii) All network equipment will support automated VLAN creation and administration capabilities.

(ix) The data network should employ security techniques. This should include both physical security and network (digital) security. The physical security should include locked communications rooms and/or equipment cabinets where network equipment is located. The network security should include the ability to securely segment traffic for various systems using VLAN or other security technology. Encryption technologies should also be utilized to support highly sensitive information over the LAN. This is an important factor to consider when security information is routed over the network as well as being compliant to the payment card industry (PCI) standards for network security.

(x) Each RG 45 outlet will be suitable for both voice and data connections

(xi) All new network equipment at an individual airport will belong to one family of product

(xii) All network equipment will support port mirroring

(b) Voice Communications System

(i) IP telephone devices shall be supported

(ii) The voice messaging system shall be a scalable solution that supports all industry standards (LDAP, TTY, IMAP, etc.)

(iii) The system shall support abbreviated dialling patterns (preferable 4 digit dialling) with a coordinated dialling plan for all stations served on the airport.

(c) Wireless Systems

(i) At each of the Regional Airports a wireless systems connection shall be established.

(ii) Wireless connectivity shall be provided to the Passengers throughout specific areas of the Passengers terminal; the Concessionaire shall enter into arrangements with suppliers in view of offering internet access to Passengers for a limited period of time (such as 30 min.) at no cost, according to Table A, Appendix 5 (*Airport Services*).

(iii) The wireless LAN should consist of a single, consolidated network that is an expansion of the wired network, with the ability to expand as needed.

(iv) The wireless LAN should employ security techniques, both physical and network (digital).

(v) The wireless LAN should be fault tolerant and resilient to minimize downtime.

## 7.2 Building Systems

(a) Audio Paging System (APS)

(i) The APS will provide paging and audible announcements - departures, arrivals, special announcements, etc. - to all public areas of the airport with loudspeakers served by an amplifier centre

(ii) Pages shall originate from microphone stations, telephone access modules, FIDS computers or a message repeating system

(iii) APS shall perform according to the fire code requirements with regard to audio level over ambient conditions and common intelligibility scale requirements when an emergency page is initiated

(b) Visual Paging Display System (VPS)

(i) The VPS shall be based on IATA ADRM Chapter J – Passenger Terminal, Section J12 - paragraph J12.5.10 and Chapter K - Passenger Facilitation, Section K6 - paragraph K6.1.2.

(ii) The VPS will provide a method of displaying a visual paging message, emergency messages, and other visual information to hearing-impaired travellers, accurately and completely via the flight information display systems (FIDS). The VPS is intended for disabled Passenger information paging and emergency messages only

(iii) The user shall have the option to display messages immediately or to schedule messages for timed display. Scheduling shall allow the user to specify starting day and time and ending day and time.

(iv) The visual paging system shall allow messages to be prioritized. These priorities control which messages get displayed first when there is not enough space to display all messages.

## 7.3 Passenger Systems

(a) Flight Information Display Systems (FIDS)

(i) Flight information display systems (FIDS) shall be based on IATA ADRM Chapter J - Passenger Terminal, Section J12 - paragraph J12.5.6, Section J12.6 and J12.IR1.

(ii) The FIDS architecture should be scalable and expandable to accommodate hardware and application changes and growth

(b) Common Use Passenger Processing System (CUPPS)/Common Use Terminal Equipment (CUTE)

(i) CUPPS shall comply with V1.02 or most recent version of IATA RP 1797 Common Use Passenger Processing Systems Specifications.

(ii) The CUPPS should meet all PCI-DSS requirements.

(iii) Common Use Terminal Equipment (CUTE) shall be based on IATA ADRM Chapter J - Passenger Terminal, Sections J4 and J5.4.

(c) Airport Resource Management and Performance Monitoring Systems (RMS)

At each of the Airports with annual Passengers of more than one million, Airport Resource Management and Performance Monitoring Systems (RMS) shall be established

(i) RMS should be established in either functional or systemic environment: automatic, semi-automatic

(ii) Resources that can be managed should include at least check-in counters, gates, aircraft stands, baggage reclaim carousels

(iii) The system should have a complete set of business rules adjustable by the end user admin function, including overlaps, permissions, preferences and priorities

(iv) RMS should provide ease of use for non-expert users

(v) The RMS data repository should be directly expandable by the users without requiring regular supplier intervention.

7.4 **Security Systems**

(a) Access Control System (ACS)

(i) ACS's at the Regional Airports will be designed and deployed in compliance with applicable EU and national law on aviation security requirements.

(ii) Furthermore:

(A) The ACS will also cover all vulnerable points of each Regional Airport and its car parking areas

(B) All Doors controlled by ACS, will be installed with intercom modules connected to the control room, and will be monitored by CCTV cameras

(b) Closed Circuit Television System (CCTV)

(i) The CCTV will be designed and integrated according to EU Reg 300/2008IATA Chapter W - Anti-Terrorism and Police Facilities, paragraph W1.6 and Chapter H - Airport Security, Section H2 - paragraphs H2.12 and H2.15

(ii) Furthermore:

(A) Surveillance cameras with IP power over ethernet (PoE) technology will be used

(B) Cameras will also have the following features: Control of Pan, Tilt, Zoom (PTZ), Colour, with infrared illuminators and wiper blades (for exterior use where appropriate)

(C) Viewing, recording, and displaying multiple IP cameras simultaneously from any standard computer monitor or multiple monitors by a central security command console station

(D) MPEG4 / H.264 recording

(E) Alarm management functions (sound alarm, pop-up windows or e-mail)

(F) Integration with ACS to display associated camera video upon alarm

(G) Cameras will be connected with ethernet cables to the terminal's control office. For security reasons, double cables will be installed, via different routes

## 8 Other Buildings

Other facilities such as:

(a) Air navigation services and air traffic control tower building(s)

(b) Rescue and fire-fighting station buildings

(c) Car depots and car parks

(d) Cargo terminal buildings (currently only in Thessaloniki)

shall also comply with the relevant articles of this Appendix 10.

# Appendix 11
# State Works Contracts

**Information about State Works Contracts**

| Airport | Contract Title | Date of Contract Signature | Contract End Date and Related Info[12] | Latest Handover Date (Articles 4.3.2(d) and 19.1.3 of the CA) | Contract Value of the Original Contract (€) (excluding VAT) |
|---|---|---|---|---|---|
| Chania | Terminal Expansion, other Auxiliary Facilities, and Surrounding Area Works in the State Airport of Chania "I. Daskalogiannis" | 17/06/2013 | | 25/09/2017 | 49,913,671.40 |
| Thessaloniki | Extension of Runway 10-28 (along with the parallel Taxiway) in the State airport of Thessaloniki "Macedonia" | 31/10/2005 | | 15/10/2017 | 114,984,738.76 (137,017,259.09 including the 1st Additional Contract) |
| Thessaloniki | Strengthening of the in-land part of the Runway 10-28 in the State airport of Thessaloniki "Macedonia" | 24/12/2012 | | 31/05/2017 | 20,478,372.69 |

[12] The dates shall be updated on or before the Concession Commencement Date

## Appendix 12
## Works

1.1

Works are time wise divided in two (2) types:

(a) **Imminent Works**, i.e. the Works which have to be completed within the first period of the concession the completion of which will allow the Concessionaire to increase the Regulated Aeronautical Charges.

(b) **Future Works**, i.e. the Works that will likely be needed after the first four (4) years; their type and size is not known today, and will depend on the future air traffic (aircraft movements, number of Passengers per year, number of Passengers during the Peak Period, etc.), the Required Level of Service, and the Facilities Condition Assessments.

Concerning their type, the Works are further divided into two (2) categories:

(i) **Refurbishment Works**, which comprise the major refurbishment, rehabilitation and/or renovation works of the existing facilities. Refurbishment Works are either Imminent Refurbishment Works, i.e. to be executed within the first twenty (20) months after the Concession Commencement Date, to ensure that the existing facilities operate with no or minor deficiencies (Category Good in accordance with paragraph 3(c)(iii)(B) of this Appendix), or **Future Refurbishment Works**, which are not known today and their type, extent and implementation period will be identified by the Facilities Condition Assessment. One may estimate that Refurbishment Works are required every 12-15 years for the terminals and every 7-12 years for the airfield (depending on the air traffic and environmental conditions).

(ii) **New or Expansion Works**, which are either Imminent New or Expansion Works i.e. to be executed within the first forty eight (48) months after the Concession Commencement Date to remedy existing under-capacity and problematic service level, or Future New or Expansion Works which are not known today and their type, size and implementation period, will depend on the future air traffic, and the required Performance Standards for the Designated Airport Services (such as the Required Level of Service for the check-in area).

Based on the above categories, Works are divided as follows:

(a) Imminent Works

(i) Imminent Refurbishment Works

(ii) Imminent New or Expansion Works

(b) Future Works

(i) Future Refurbishment Works

(ii) Future New or Expansion Works

2.1 **Imminent Works**

Imminent Refurbishment Works

(a) Imminent Refurbishment Plan

(i) The Concessionaire shall prepare and submit the Imminent Refurbishment Development Plan (**IRDP**) in accordance with Article 20.4.2(a).

(ii) The IRDP shall comprise the following items:

(A) Executive summary;

(B) Introduction and background on previous development actions;

(C) Methodology used to prioritize the refurbishment improvements, and description of the studies or work undertaken to identify the refurbishment improvements required.

(iii) Based on the approved IRDP the Concessionaire will design, finance, acquire all necessary permits by the HCAA or any other relevant Authority, and construct the Refurbishment Works.

(b) First Facilities Condition Assessment

The First Facilities Condition Assessment (FFCA) is similar to the Facilities Condition Assessment which is described in paragraph 3(c) of this Appendix with the exception of the evaluation of the non-existing data i.e. the review of the prior year's FCA findings and the review of the prior year's systems availability (malfunctions and repair registry).

(c) Extra Requirements for the First Assessment of the existing airfield pavements.

(i) On top of the obligations described above, during the FFCA the Independent Engineer will evaluate the condition of existing pavements and their actual characteristics in relation to bearing strength, riding qualities and surface friction, at least in the following airports:

(A) Kefallinia

(B) Kerkira

(C) Zakinthos

(ii) The evaluation will be made so as to comply with the applicable EASA Certification Specifications (CS-ADR-DSN) and by taking into account EASA Guidance Material for aerodrome design as well as related standards and recommended practices (**SAPRs**) in ICAO Annex 14, Aerodromes, Attachment A, and ICAO Doc 9157, Aerodrome Design Manual Part 3, Pavements.

(iii) The Independent Engineer may use non-destructive testing methods to evaluate the airport pavements, according to the guidelines described in AC 150/5370: "Use of Non Destructive Testing in the Evaluation of Airport Pavements", U.S. Department of Transportation, Federal Aviation Administration.

(iv) Based on the evaluation of the existing pavements, the Concessionaire will finance the design and the construction of the appropriate repair works and potential overlays in order to rehabilitate existing damages or distresses and/or to strengthen the existing pavement to serve heavier aircraft according to the forecasted aircraft traffic mix for the next 20 years

for the specific airport (20-year structural life for the forecasted annual aircraft movements). In case overlays are constructed, the slope (longitudinal and transverse) of the final surface will be according to EASA CS-ADR-DSN.

3.1 **Imminent New or Expansion Works**

(a) Based on:

(i) the existing and forecasted air traffic,

(ii) the size and arrangement of the existing facilities (terminals, aprons, car parkings, etc),

(iii) the condition of the existing facilities,

(iv) the Required Level of Service,

(v) the Standards and Specifications, and

(vi) the Works Requirements.

(b) The Concessionaire shall prepare a 20 year Master Plan for each Regional Airport which will define all Imminent New or Expansion Works and the relevant expropriations require and may include the potential extension of the runways. The Master Plans will be prepared and submitted in accordance with Article 20.1 (Master Plans).

(c) Based on the approved Master Plans, the Concessionaire will design, finance, acquire all necessary Permits and construct the Imminent New or Expansion Works within forty eight (48) months from the Concession Commencement Date.

4.1 **Future Works - Future Refurbishment Works**

(a) Malfunction and Repairs Registry

(i) The Concessionaire shall establish a program for the general maintenance and upkeep of the Regional Airports, in accordance with the ICAO standards and guidance material and related EU requirements for aerodrome maintenance. The Concessionaire is obliged to keep a detailed record of all malfunctions, technical problems, and repairs for each of the facilities and sub facility (including items such as the day of the incident, the number of hours or days that the facility was out of service, the type or repair, the full description of the repaired part, etc.).

(ii) (Moreover the HCAA and the Independent Engineer shall have full access to this registry.

(b) Refurbishment Development Plan

The Refurbishment Development Plan will be based on a Facilities Condition Assessment (**FCA**) which will be prepared annually by the Independent Engineer who has the technical qualifications to cover the full spectrum of the FCA.

(c) Facilities Condition Assessment (**FCA**)

(i) The FCA evaluates all major facilities and systems, and includes, but is not limited to, the following items:

(A) Review of the prior year's FCA findings;

(B) Review of the prior year's systems availability (malfunctions and repair registry);

(C) Assessment of all supporting infrastructure and amenities located on the Concession Site as required to enable the Concessionaire to comply with its obligations under this Agreement, including buildings leased to third parties; all health and safety issues must be identified for resolution by the Concessionaire as soon as possible;

(D) Assessment of all major fixtures and fittings (such as tools and vehicles, buildings, mechanical, electrical, communication, and plumbing systems;

(E) Field inspection of critical utilities within the Concession Site of the Regional Airports, including storm water drainage, sanitary sewer, sewage treatment plants (only when under the responsibility of the Regional Airport), electrical, water, and communications networks;

(F) Field inspection of above and below ground storage tanks and maintenance recommendations;

(G) Field inspection of airfield pavements, including runways, taxiways, aircraft aprons, and vehicle service roads, markings, sings and fencing;

(H) Recommendations to the Concessionaire in terms of investments that need to be carried out immediately due to aviation safety concerns, including, where appropriate, a reference to the applicable legislation with regard to such investments ; and

(I) Recommendations to the Concessionaire in terms of near-, intermediate- and long-term facilities improvements.

(ii) The FCA will be performed according to stipulations included in the FCA Manual to be developed by the Concessionaire. The FCA Manual shall specify: the scope of the assessment, safety requirements for execution of the assessment, and the reporting standards for the deliverable. The findings of the FCA shall be communicated to the HCAA.

(iii) The FCA will classify the facilities assessed into the following categories:

(A) **Excellent**: no operational deficiencies, minimum standards are exceeded;

(B) **Good**: minor operational deficiencies, minimum standards are exceeded or met;

(C) **Fair**: minor operational deficiencies, most minimum standards are met, some capital improvements or corrective actions need to be considered, intermediate-term improvements should be identified;

(D) **Poor**: significant operational deficiencies, facility fails to meet minimum standards, near-term capital improvements or corrective actions must be taken; and

(E) **Critical**: major operational deficiencies and / or safety issues are identified, urgent corrective action must be taken. This category may also include improvements necessitated by new laws or regulations.

(iv) The Concessionaire will use all commercially reasonable efforts to maintain each facility or system in category "Good" or better. At a minimum, the inspection component of the FCA will include Facilities and at least their respective major systems and elements as outlined in Table 1, in the following areas:

(A) Airfield

(B) Terminal and concourses

(C) Landside and other Facilities within the Concession Site

**Table 1: FUNCTIONAL AREAS FOR INSPECTION**

| Functional Area | Major Systems and Elements |
|---|---|
| Airfield | Pavement |
| | Fencing |
| | Mechanical installations: |
| | Irrigation systems |
| | Waste water systems |
| | Storm water systems |
| | Drill holes submersible pumps |
| | Electrical installations |
| | Airfield electrical systems - lighting |
| | Communications systems |
| | Landscaping |
| | Aircraft and vehicle fuelling systems and associated storage facilities |
| Terminal and concourses | **Building elements** |
| | Building envelope |
| | Below grade systems |
| | Roofs |
| | Walls |

| Functional Area | Major Systems and Elements |
|---|---|
| | Fenestration |
| | Building structural system |
| | Masonry |
| | Floor |
| | Building fit out |
| | Ceilings |
| | Flooring hard |
| | Flooring soft |
| | Partitioning |
| | Cladding and wall finishes |
| | Interior doors |
| | Stairs and railings |
| | Sanitary ware and fittings |
| | Fixtures and fittings |
| | Sitting |
| | Signage |
| | **Baggage handling system** |
| | Conveyers and belts |
| | Baggage claim units |
| | Hold baggage screening equipment |
| | Hand baggage and people screening equipment |
| | **Mechanical installations** |
| | Air conditioning |
| | Indoor and outdoor chilled water piping networks |
| | Indoor and outdoor ducts networks |
| | Protection of ducts and pipes insulation with aluminium sleeves |

| Functional Area | Major Systems and Elements |
|---|---|
| | Air handling units |
| | Central chilled water chillies |
| | Cooling towers |
| | Ice storage tank |
| | Flat plate heat exchanger |
| | Close control units - precision cooling |
| | Heating facilities |
| | Heating piping networks |
| | Boilers |
| | Fuel burners |
| | Circulation pumps |
| | Expansion tanks |
| | Fuel oil storage tanks |
| | Natural gas |
| | Water supply |
| | Pipe networks |
| | Booster stations/ water tanks/water softeners |
| | Hot water heaters |
| | Waste water systems |
| | Pipe networks/ manholes |
| | Lift stations |
| | Storm water systems |
| | Fire fighting installations |
| | Pipe networks |
| | Sprinkler, hose reel and hydrant networks |
| | Portable fire extinguishers |
| | Fire fighting booster set |

| Functional Area | Major Systems and Elements |
|---|---|
| | Local non water fire fighting systems (FM 200, argonite, inergen, dry powder, CO2) |
| | People lifts / bulky items lift (elevators) |
| | People movers – escalators etc. |
| | **Electrical installations** |
| | Medium voltage 20KV |
| | Power transformers 20KV/400V |
| | Medium voltage switchgear |
| | Medium voltage power cables in transformer station |
| | Low Voltage |
| | Low voltage compensation (P.F) panels |
| | Electric power generators |
| | Main uninterruptable power supply (U.P.S) |
| | Constant current regulators (CCR) |
| | Low voltage switchgear |
| | Relay and switch cabinets |
| | Power cables (low voltage and 6,6 KV) |
| | Lighting and electric equipment |
| | Emergency lighting systems |
| | Automatic doors |
| | Air curtains |
| | Clocks and timing system |
| | Building management system (BMS) |
| | Supervisory control and data acquisition (SCADA) system |
| | Lightning protection |
| | Fire detection system |
| | **Information technology systems** |

| Functional Area | Major Systems and Elements |
|---|---|
| | Local area network |
| | Voice systems |
| | Passenger wireless systems |
| | Closed circuit television (CCTV) |
| | Access control system (ACS) |
| | Audio paging |
| | Common use passenger processing services (CUPPS) |
| | Flight information display system (FIDS) |
| Air Navigation Services Building / ATC tower building | Building elements |
| | E/M installations |
| | Information technology systems (excluding components of communications, navigation and surveillance Systems) |
| RFF Buildings | Building elements |
| | E/M installations |
| | Information technology systems |
| Cargo Facilities (currently only at the Airport of Thessaloniki) | Automobile and truck parking areas |
| | Aircraft parking apron |
| | Building elements |
| | E/M installations |
| | Information technology systems |
| Other Buildings | Building elements |
| | E/M installations |
| | Information technology systems |
| Landside access road and parking infrastructure | Pavements |
| | Mechanical installations |
| | Irrigation system |
| | Waste water system |

| Functional Area | Major Systems and Elements |
|---|---|
| | Storm water system |
| | Landscaping |
| | Commercial vehicle staging areas |
| | Signage |
| | Bridges and structures (Thessaloniki only) |
| | Vehicle parking lots |
| | Electrical installations |
| | Roadway and parking facilities lighting |
| | Information technology systems |
| | Access control system (ACS) |
| | Closed circuit television system (CCTV) |
| | Audio paging systems (APS) |

(d) Refurbishment Development Plan

(i) The FCA shall form the basis for the Refurbishment Development Plan (**RDP**). The RDP shall outline the near-, intermediate-, and long-term Refurbishment Works planned to address the findings of the FCA, as well as any other planning studies (e.g. master plan) conducted by the Concessionaire.

(ii) The RDP should prioritize the projects, and identify the environmental requirements that need to be satisfied for their implementation. The RDP shall be submitted to the Independent Engineer on an annual basis for approval.

(iii) For Facilities assessed by the FCA as fair, poor, or critical, an improvements action plan must be established within the RDP. The recommended improvements shall be allocated into three categories based on the priority for action, as follows:

(A) **Critical**: refurbishment improvements need to be executed immediately, or as soon as practicable;

(B) **High**: refurbishment improvements need to be executed in the near-term; and

(C) **Low**: refurbishment improvements may be justified in the near-term to realise improved performance of the respective Facility; they may be elective to some extent.



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(iv) The RDP shall provide a brief description and justification of all planned refurbishment improvements. It shall also include a probable cost estimate for each of the planned refurbishment improvements for all projects for the near- and intermediate-terms (0-10 years).

(v) The RDP shall at least comprise the following:

(A) Executive summary;

(B) Introduction and background on previous development actions;

(C) Methodology used to prioritize the refurbishment improvements, and description of the studies or work undertaken to identify the refurbishment improvements required; and

(D) Recommendations for refurbishment improvements over the next five years, with the greatest detail given to projects scheduled to be completed within the first year of the RDP.

## 5.1 Future New or Expansion Works

(a) The Concessionaire shall ensure that the Performance Standards and capacity requirements, as specified in Appendix 6 (Performance Measurement), are complied with. As a result, future expansion works will be required according to the future air traffic increase.

(b) The Concessionaire has to assess the Passengers terminal and apron capacities following the procedures described in article 3 (3.1 and 3.2) of Appendix 6 (Performance Measurement) and prepare new and updated Master Plans for New or Expansion Works where required. The Concessionaire may also consider the potential extension of runways where applicable.

(c) Each Master Plan will provide all necessary airport expansions and improvements and shall ensure that there will be no need for further improvements within the following time periods, even in case these periods fall beyond the end of the Concession Period.

| | | |
|---|---|---|
| (A) | New buildings and major building expansions | 10 years |
| (B) | Airfield works | 10 years |
| (C) | Internal building improvements | 5 years |
| (D) | Car parks | 7 years |

(d) The Concessionaire will design, finance, acquire all necessary permits by the HCAA or any other relevant Authority and implement expansion works of runways, taxiways, aprons, Passengers terminals, car parking, relocations of fuel farms, ATC tower etc., so as to comply with the approved master plans up to the end of the Concession Period.

## 6.1 Requirements

All elements, materials and finishes which will be used in Works shall be structurally safe, durable and robust, suitable for their intended purpose and performance, easy to maintain and repair, resistant to accidental or malicious damage, compatible with the Works Requirements and must have a minimum life expectancy according to the Handback Requirements.

## Appendix 13
## Maintenance Requirements

**Routine Maintenance**
Throughout the Concession Period, the Concessionaire will regularly maintain all assets and will ensure that:

(a) Facilities at the Regional Airports comply with all applicable European and national legislation, such as EASA acceptable means of compliance for aerodrome certification as well as Building Regulations.

(b) Facilities, Fixtures and Fittings including any assets built or manufactured before the Concession Commencement Date, are in good working condition and meet at least the requirements of this Appendix.

# 1 Airfield

## 1.1 General

(a) Airfield facilities shall be inspected and their condition monitored regularly as part of airport maintenance management. An appropriate airport infrastructure maintenance programme shall be established and its implementation monitored, in accordance with EASA requirements.

(b) Airfield facilities to be regularly inspected and maintained are:

(i) Pavements (runways, taxiways, aprons)

(ii) Drainage systems

(iii) Visual aids (including, among others, markings, lights, and signs)

(iv) Fencing

(c) The Concessionaire will be in charge to perform regularly:

(i) Runway friction measurements

(ii) Collection and dissemination of pavement surface state information

(iii) Rubber removal

(iv) Sweeping and clearance of debris

(v) Repairing of pavement surfaces (cracks, joints, etc.)

(vi) Maintenance of the storm water drainage systems

(vii) Maintenance of the sewage treatment plants (where they belong to the airport)

(viii) Maintenance of the irrigation system

(ix) Maintenance of the electrical systems - lighting

(x) Maintenance of the unpaved areas (strips, etc.)

(xi) Snow removal and ice control (at least at the Regional Airports of Kavala and Thessaloniki)

(d) The maintenance management at the Regional Airports shall be in accordance with the following standards:

(i) EASA AMC & GM for aerodrome maintenance (AMC.ADR.OPS.C)

(ii) ICAO Doc 9137, Airport Services Manual, Part 2, Pavement Surface Conditions.

(iii) ICAO Doc 9137, Airport Services Manual, Part 9, Airport Maintenance Practices.

(e) In addition, for the mechanical installations, the maintenance requirements are as follows:

1.2 **Airfield Mechanical Installations**

(a) Irrigation System

Pipe Networks / Manholes / Control cables

(i) Inspect with a proper pipe inspection camera, all underground pipes for damages, and repair accordingly

(ii) Inspect all surface secondary pipe networks for leaks. Replace where necessary

(iii) Perform inspection on all control cables, conduits and control valves of the secondary irrigation system

(b) Waste Water Systems

Pipe Networks/ Manholes

(i) Inspect with a pipe inspection camera, all underground pipes for damages, and repair accordingly.

(ii) Inspect and clean all inspection manholes and seal accordingly

(iii) Inspect and clean all surface drainage channels and gratings

Lift Stations/ Septic Tanks

(i) Inspect lift pumps and maintain in accordance with the manufacturer's maintenance manual

(ii) Inspect lift stations for leaks and damages and repair accordingly.

(iii) Clean and inspect septic tanks for any leaks or damage and repair accordingly

Sewage Treatment Plant

(i) Maintain in accordance with manufacturer's and vendor's maintenance manual

(c) Storm Water Systems

(i) Inspect with a pipe inspection camera, all underground pipes for damages, and repair accordingly.

(ii) Inspect and clean all surface drainage channels

(iii) Inspect and clean all inspection manholes

(iv) Check proper operation of booster pumps in accordance with the manufacturer's maintenance manual. Repair wherever needed.

(d) Drill Holes Submersible Pumps

(i) Maintain in accordance with manufacturer's maintenance manual

## 2 Terminals

Routine Maintenance will be carried out for each specific construction category and item as follows:

### 2.1 Building Envelope

The building envelope is the physical separator between the interior and the exterior environment of a building. It serves as the outer shell that maintains the indoor environment and facilitates its climate control (together with the mechanical conditioning systems).

The physical components of the building envelope include below grade systems, roofs, walls, fenestration, atria systems, etc. All aspects of the building envelope must provide:

(a) Support (to resist and transfer environmental and facilities loads)

(b) Control (of air flow, noise, water, wastewater, energy of all types, etc.)

(c) Finish (to meet human requirements for internal and external space)

(d) Below Grade Systems (foundation walls, floor slabs, and tunnels)

(i) Identify structural problems, cracks and failure of support, and repair damages on walls and slabs on grade.

(ii) Identify any waterproofing failure or leakage, and repair.

(iii) Inspect all wall and floor penetrations (e.g. sewage pipes, water line, power supply, communications), focus on possible failure (mechanical or moisture and water proofing), and repair.

(iv) Inspect and clean all drainage outlets at the perimeter wall and check the proper function of pumps and drainage pipes.

(v) Check all interior finishes at the perimeter wall and floor slab for any failure on finish, mould, cracks, peeling on paint, and repair.

(e) Roofs

(i) Identify problems on supporting structural elements due to any mechanical load (such as static load, seismic load, wind, blast and fire), and repair

(ii) Identify problems on structural elements for problems due to ageing, or environmental conditions (such as rust on steel reinforcing bars, steel members, corrosion on structural members, concrete carbonation), and repair.

(iii) Inspect any waterproofing system for failure or leakages, and repair

(iv) Identify any thermal insulation damage (e.g. washing out, removed element etc.), and repair.

(v) Identify any sound insulation damage, and repair

(vi) Inspect all roofing penetrations (drainage pipes, power supply, HVAC pipes and duets), check for any damage on items or on roofing elements (waterproofing), and repair

(vii) Inspect all drainage outlets, remove materials blocking their proper function and clean. Repair possible damages and check their proper function.

(viii) Inspect lighting protection system and items, check for possible damages and repair.

(ix) Inspect all E/M installations on roof, check for possible damages on fixing, waterproofing, sound absorbing systems, etc., and repair.

(x) Inspect flashings, parapets, gullies, gutters, water spout overflows for any possible problem or malfunction and repair.

(xi) Inspect ballast on ballast roof and repair damages or shifting of material flatten and grading.

(xii) Inspect walkways or roofing pavements and repair damages, inspect joints between roof tilling and seal.

(xiii) Inspect expansion joints on roof and repair possible damages.

(xiv) Inspect planted green roofs if any, check irrigation systems drainage and vegetation and repair possible damages.

(xv) Inspect interior part of roof for possible damages, leakages, condensations, mould, define the relevant causes and repair.

(xvi) Inspect all mechanically operated roof openings, smoke-vents, skylights, air-exhausts, ensure their functionality and weather tightness, and repair

(xvii) Inspect all roof-access items and maintenance walkways, check for any possible blockage or damage, and repair.

(f) Walls

(i) Identify any cracks, breaks, change of geometry or problems on supporting structural elements resulted from any mechanical failure because of dead load, seismic activity, wind, blast, fire or other action, and repair.

(ii) Identify any problem on supporting structural elements resulted from ageing, or environmental, or climatic conditions, such as rust on steel reinforcement bars or steel members, corrosion on structural members, concrete carbonation and repair.

(iii) Identify any moisture, leakages or mould showing that vapor retarder or water drains along drainage planes are not working properly. Find the cause of malfunction and repair.

(iv) Identify any damage on thermal insulation, replace and repair. Ensure that thermal insulation meets requirements for U value, in accordance with the energy efficiency study.

(v) Inspect all wall penetrations (for pipes, power supply, ducts and exhaust fans), check for any damage on item or on wall element, and repair.

(vi) Inspect all drainage downpipes and outlets or gratings at the base of the wall and keep them clean and clear of blockage.

(vii) Inspect flashing and waterproofing at the base of the wall and repair possible problems. Clean splashes and damp from this place along the wall.

(viii) Inspect exterior surface of cladding and repair any damage on cladding (in panel supports and/or in panels, or in tiles of cladding) because of structural damage or failure. Replace blasted or mouldy material and reinstall new, of the same quality and appearance.

(ix) Inspect exterior finish of plaster for cracks and weathering, repair and repaint with paint of proper quality to ensure that vapor permeability and water resistance of the wall is in accordance with specifications.

(x) Inspect expansion, control and construction joints and ensure functionality of joint sections, materials and sealants. Repair if there is any failure or damage.

(xi) Inspect interior parts or finishing of external walls; clean surfaces, repair any damage on surface, or wall finish, and repaint.

(xii) Inspect external wall interior cladding and acoustic insulation, clean and repair panels and inspect acoustic insulation. Repair or replace in case of severe damage.

(xiii) Inspect interfaces with other systems or parts, e.g. pavements, fenestration, landscaping, and roofs, review all joint connections, and repair any damage on these elements.

(g) Fenestration

This section refers to envelope elements with Transparency, Translucency, or Opacity qualities, or elements providing access to the Building Interior, i.e. Glazing, Windows, Curtain Walls, Sloped Glazing and Exterior Doors.

(i) Glazing

(A) Inspect Insulated Glass glazing panels for fogging caused by condensation of moist air that penetrates into the air space of insulating glass units through or around the hermetic seal of the



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unit. Remove panels and repeat sealing in a controlled environment. Reinstall repaired glazing.

(B) Inspect Laminated Glass glazing panels for possible delamination (when the edge of the glass is in contact with water for a long period, this may cause the interlayer to debond from the glass surface). Replace panels and address the cause of water presence.

(ii) Windows

(A) Inspect window frame for water penetration resistance, air tightness and permeability. Check perimeter gaskets and weather strips for ageing and failures. Replace old or damaged material and ensure water resistance and air tightness.

(B) Inspect window perimeter flashing (sill, jambs and head) and connections with the walls to ensure that the façade's functional layers (waterproofing, thermal insulation) retain their continuity.

(C) Inspect hardware of windows to find out if they are operable, and ensure their functionality.

(D) Inspect window frame for any change in geometry or deformation due to structural failure by static or dynamic loads (e.g. dead and live loads, seismic, blast, fire wind, illegal or forced entry, etc.). Repair damage or replace.

(E) Ensure that in any window replacement the energy performance of the unit overall (i.e. glazing, frame and perimeter details), heat transfer coefficient, light transmittance, light reflectance and U value, comply with the energy efficiency study.

(F) Ensure that in any window replacement sound insulation complies with the Rw value as specified in the sound insulation study.

(iii) Curtain Walls

(A) Inspect curtain wall frame and supports to ensure stability, good condition and sound performance of all elements and components. Check all junctions of the frames to ensure good performance of open joints, sealants, gaskets and weather strips. Investigate curtain wall to identify any change in geometry or deformation due to mechanical failure. Repair damage or replace mullions and/or transoms, and ensure caps and covers to be in good condition and performance.

(B) Inspect infill panels (glass or opaque panels) and check from both sides (interior or exterior) for any change in geometry or damage because of mechanical failure. Repair damage or replace infill panels.

(C) Inspect curtain wall from both sides to ensure functionality regarding Moisture Protection (water and air tightness, good flow at drainage of condensates to the outside), Thermal Performance (Conduction, Thermal Break, Comfort), Visual (Day lighting, Aesthetics), Sound (Acoustic), Back Pans, Shadow systems, Safety (Fire Safety and Smoke seal and exhausts by motorized systems). In case of malfunction investigate the cause and repair.

(D) Inspect curtain wall to identify possible leakages, both air and water. Leakages can often remain concealed within the wall components and cause deterioration and mould growth. Investigate any presence of mould, clean and repair.

(E) Inspect curtain walls for glazing problems specific to curtain wall construction, including visual obstruction from condensation or dirt, damage to opacifier films from material degradation, condensation and/or heat buildup insulated glass issues or laminated glass issues. Repair accordingly.

(F) Inspect curtain walls for failure of internal gaskets and sealants due to curtain wall movements (thermal, structural), prolonged exposure to water/heat/sun, and UV degradation. Repair accordingly.

(G) Inspect curtain walls for failure of exposed gaskets and sealants due to curtain wall movements (thermal, structural), environmental degradation. Repair accordingly.

(H) Maintain curtain wall perimeter sealants. Remove and replace perimeter sealants after a meticulous surface preparation and proper detailing.

(I) Curtain wall Aluminum Frames are generally painted by factory applied fluoropolymer thermoset coatings, which have good resistance to environmental degradation and require only cleaning. In case degradation reaches a level that is visually unacceptable, a recoating is required with air-dry fluoropolymer coating applied required after a special surface preparation.

(J) Anodized Aluminum Frames are not to be re-anodized in situ. Must be cleaned and protected by proprietary clear coatings to improve appearance and durability.

(K) Inspect exposed glazing seals and gaskets and maintain them in order to minimize water penetration, limit exposure of frame seals and protect insulating glass seals from wetting.

(L) In any major curtain wall replacement and maintenance, ensure that the replacement of components (frames, infill panels glazing or opaque) retains the overall energy performance of the curtain wall as in the Energy Efficiency Study.

(M) Ensure in any major replacement as above that Sound Insulation and Acoustic Performance retain the requirements of the relevant study.

(iv) Sloped Glazing

(A) Inspect sloped glazing and skylights and review supporting structure (rafters, cross bars and pressure bars that clamp the edges of the glass to the rafters) for any change of geometry or deformation due to mechanical failure. Repair damage or replace member or members.

(B) Inspect infill panels (glazing, opaque or P.V. glazing panels) of sloped glazing for any change of geometry or damage because of any structural or thermal movements. Repair.

(C) Inspect thoroughly sloped glazing for moisture protection due to rainwater and condensates, since sloped glazing as a roof is exposed to a larger volume of rainwater and snow and is much more susceptible to water leakage. Check if leakage and condensations are properly collected and drained to the exterior, clean drainage system and check sill flashing. Repair any malfunction.

(D) Inspect sloped glazing for ageing problems due to additional exposure at UV light causing faster ageing of sealants of glazing panels. In case of failure, replace panels and of course seals and gaskets.

(v) Exterior Doors

(A) Inspect all kinds of Pedestrian Exterior doors with vestibules or not, such as Swing doors, Revolving Doors, Automatic Sliding doors serving as public entrances or exits, and ensure that they are working properly concerning egress, accessibility, thermal performance (conduction, solar radiation, thermal break, comfort), moisture protection (water penetration, condensation resistance), visual (day lighting, aesthetic), sound (acoustics) safety, operating and security hardware, access control. Check doors to identify any violation on frames or hardware due to any mechanical damage (e.g. wind, forced entry or unauthorized illegal access), ageing, or over use. Repair any damage, replace hardware, frame or panel and ensure proper use of the doors.

(B) Inspect all kinds of Industrial Exterior Doors, used for material handling, and access openings (e.g. to the Baggage Hall and Baggage Handling, Service or Maintenance Doors to the exterior), and ensure that they perform properly. Rolling Doors, Sectional Doors, Sliding Doors or Overheads and Swing doors motorized or with manual operation push up or chain, are to ensure security and functionality and must be checked accordingly. Exterior Doors need also to be checked for thermal performance, visual, sound (if applicable), safety, operating and security hardware and access control. Check doors for any mechanical damage (wind loading is critical for this kind of doors because of their size). Repair any damage, replace hardware, frames, or panel material and ensure proper use of each door.

(C) Ensure frequent maintenance of Exterior Doors. Since they are used intensively, exterior doors will have a shorter service life and higher maintenance requirements than other building envelope components. Check regularly and maintain perimeter sealants and gaskets, inspect ungalvanized steel doors or galvanized painted doors and repaint as often as it is required. Inspect also and check aluminum doors painted or anodized and repaint with air-dry fluoropolymer coating or with a clear coating for anodized as often it is required. Inspect door hardware and make any adjustment or lubricate as required.

## 2.2 Building Structural System

(a) The structural system, or structural frame, refers to the load-bearing sub-system of the building. The structural system of a building transfers loads through interconnected structural components or members e.g. columns, walls, beams,

slabs, trusses, decks, bracings, and girders. As with the building envelope, all parts of the building Structural System must provide:

(i) Support (to resist and transfer all static and dynamic loads)

(ii) Finish (to meet human requirements for internal spaces)

(b) Routine maintenance of the structural system should identify in time the rising of a structural problem due to earthquake, blast, fire, or weathering. Problems often concern the visual part (aesthetics) of the structural system.

(c) Requirements for the routine maintenance of the structural system are as follows:

(i) Investigate structural system (columns, bearing walls, beams, trusses, girders, slabs, decks and bracings) to identify any problem, deformation, crack, leakage, corrosion, concrete carbonization, etc., and repair it in accordance with the relevant structural and safety requirements.

(ii) Investigate structural system to identify any damage on the surface of the structural member affecting its protection and its bearing capability, endurance and aesthetics. Repair and repaint the surface as required.

(iii) Inspect expansion joints and repair any possible damage on profiles and materials.

## 2.3 Masonry (interior heavy walls)

(a) Masonry refers to all heavy walls of interior (i.e. not belonging to the building envelope), such as not bearing concrete walls, brick walls, concrete block walls, stonework. Masonry may be plastered or left exposed for aesthetic reasons.

(b) Masonry is used in the building interior because of its capability to support heavy materials and utilities, for sound insulation, and for passive fire protection in the compartmentation of the building. It can also resist effectively structural loads.

(i) Inspect masonry walls to identify any problem, due to structural failure (such as static load transferred at the joints with structural members, seismic load, blast and fire). Repair accordingly.

(ii) Inspect masonry walls at all joints and interfaces with other building components (structural members, building envelope, partitions, doors, etc.), check for damages or failure of joint material or profile, and repair.

(iii) Investigate all wall penetrations (pipes, cable trays, ducts of the HVAC system). Focus on possible failures, check good function of fire compartment at all wall penetrations, check the function of fire dampers, and repair.

(iv) Investigate the reason for any leakage, damp, mould or fungus on the wall surface, and repair.

(v) Inspect expansion joints and movement joints and repair any possible damage on profiles, sealants or filling material, and repair.

(vi) Inspect masonry walls for any surface damage or color degradation, repair and repaint accordingly.

## 2.4 Floors

Floor refers to every substrate of finish floor to facilitate and level finish floor in accordance with the finishing material. Floor substrates have the capability to bear and transfer loads to structural members, to support finishing material, and strengthen it against surface cracks; they must contribute to waterproofing (in wet areas), and sound insulation (in utility rooms), incorporate sewage pipes, HVAC pipes etc., and follow any movement of the building.

(a) Inspect floor to find any possible problem of substrate showing structural and/or mechanical failure. Rip finishing material and repair accordingly (open contraction joints if required, remove improper material if any, and repeat construction, fill joints with sealant, etc.).

(b) Inspect the underside of the slab to identify problems on the floor due to leakage caused by damage on sewage or water pipes incorporated in the floor. Rip material, repair damage and repeat flooring.

## 2.5 Building Fit - Out

(a) Building fit-out comprises the following items related to interior works.

(i) Ceilings

(ii) Flooring

(iii) Partitioning

(iv) Cladding and wall finishing

(v) Interior doors

(vi) Stairs and railings

(vii) Sanitary ware and fixtures

(viii) Fixtures and fittings

(ix) Sitting

(x) Signage

(b) Ceilings

This part refers to any type of finished ceiling viewed by people from the building interior; also included in this part are finished structural ceiling, suspended ceiling and acoustical items suspended from ceiling to improve acoustic performance. Ceiling integrates a number of installations like lighting, audio, fixtures, HVAC fixtures and outlets, fire extinguishers and sprinklers, and signage. Maintenance work on ceiling needs to be coordinated with all disciplines to avoid damages during maintenance.

(i) Inspect and repair suspended ceilings so they do not have undue deflection, missing tiles or planks, cracks or breaks that affect ceiling function and/or aesthetics.

(ii) Ceilings must remain level, flush at joints, adequately secured. They also must satisfy fire rating, and acoustic performance in accordance with the relevant statutory codes and studies.

(iii) Ensure that ceilings remain clean of damp or leak. In case of damage, repair and replace tiles, or repaint the ceiling with the appropriate color and paint.

(iv) Inspect expansion joints in the ceiling and repair damages or loss of air and water tightness.

(c) Flooring

This part includes any type of finished floor and skirtings (natural stone tiles, artificial stone, terrazzo, ceramic, resilient floor, carpeting, epoxy coating or impregnation and raised floor). Flooring also integrates a number of installations as inlets of sewage system, access floor openings integrated to the finish floor and sometimes directional lightning and special tilling for blind persons, poles for signage and protective railing (bumper rail) for the protection of walls and partition from the carrying baggage trolleys and cleaning floor machinery.

(i) Inspect floors to be complete, sound, secure and free from undue deviation and tripping hazards. Repair as required.

(ii) All finishes must be clean and in compliance with the relevant health and safety legislation. Repair or reinstall flooring which does not comply with the relevant standards.

(iii) Retain slip resistance and acoustic properties where it is required in accordance with the study.

(iv) Floor markings must be clear and continuous.

(v) Repair joints if filling material is cracked or has come out. Refill and clean. Floor joints have to be flush, straight, and filled with joint material of the same color.

(vi) Check movement joints and repair sealing material.

(vii) Inspect expansion joints and repair any damage affecting aesthetics, tightness and function of the expansion joint profile. Heavy equipment is often damaging the profile. Replace as required.

(viii) Inspect Poles and Railing to be secured and properly fixed on the floor. Repair any unstable or damaged fixing, and reinstall.

(d) Partitioning

This part includes all not load bearing, light weight wall construction for separating or dividing rooms. These are double planked metal framed partitions (as gypsum board partitions) and assembled sectional wall partitions with transparent or opaque infill panels. Movable partitions used to subdivide an area or a room, are also included in this category.

(i) Inspect partitions for any failure, change of geometry or damage due to any loading action owed to dead or dynamic overload, seismic blast, fire, and soft body impact loading. Repair damages ensuring that partitions are complete and retain their original appearance.

(ii) Ensure that partitions fulfill all performance requirements concerning fire rating, water resistance, sound insulation, acoustics, safety and security in accordance with the respective dedicated studies carried out at the design stage.

(iii) Ensure that all finishes are clean, without any significant permanent marking, staining or oxidation.

(iv) Ensure that wall covers or decorations satisfy the requirements against surface flame spread. Remove any material suspected to facilitate potential spread of flame from all public areas.

(v) Ensure the good condition of expansion or control joints, and repair any possible damage.

(e) Cladding and Wall Finishing

This part refers to wall finishes of the building interior such as wall cladding for aesthetic and functional reasons (water proofing, resistance to dirt, prevention of health, resistance to spread, flame fire rating, and acoustics), painting, decorative coating and soft finishes (wall papers, glass fiber textiles, vinyl wall coverings, etc.).

(i) Ensure that wall finishes are complete, sound, secure and free from undue deviation and degradation of material or color. Repair accordingly.

(ii) Ensure that wall finishes are clean and comply with the relevant health and functional legislation.

(iii) Ensure that all tilling is free from staining and mould growth.

(f) Interior Doors

(i) Inspect all kinds of pedestrian interior doors such as swing doors, revolving doors, and automatic sliding doors, used by the public or personnel (government, airport, airline, security or maintenance), and ensure that they operate properly regarding egress, accessibility, visuality (transparent or opaque and aesthetics), sound (acoustics), safety, operating and security hardware, and access control.

(ii) Check doors and frames to identify any violation on frames or hardware due to any damage (e.g. forced entry, illegal access), ageing, or overuse. Repair any damage, replace hardware, frame or panel, and ensure proper use of the doors.

(iii) Inspect all kinds of industrial interior doors and secure that they operate properly as per their specialized function: rolling doors, sliding doors or overhead doors and shutters, fire shutters of any kind, swing industrial doors, fire doors, conventional curtains motorized or manually operated, access panels used for material handling, access openings (e.g. for baggage conveyors), service or maintenance doors, must be checked to ensure security and functionality; repair any damage, replace failed material and ensure proper and safe use of each door.

(iv) Ensure that maintenance of interior doors is as frequent as that of exterior doors, due to their intensive use.

(g) Stairs and Railings

(i) Finishings need to be complete, clean and in compliance with the relevant health and safety legislation.

(ii) Stairs need to be level, safe, with no loose finishes, in accordance with the relevant codes.

(iii) Ramps need to retain the appropriate gradient, in accordance with the relevant codes.

(iv) All handrails and railing need to be secure and in accordance with the relevant codes.

(h) Sanitary Ware and Fixtures

(i) All sanitary ware, faucets, and any other sanitary installations must be clean and must function without any problems, including breakage and blockage.

(ii) Inspect seals and other waterproof joints, to be reasonably free from staining and mould growth.

(iii) Ensure that all sanitary ware and installations are free from chips and cracks which affect the functionality of the equipment and may produce a buildup of bacteria.

(iv) All soap dispensers and hand drying units must be sufficient in quantity, fully functional, free from any defect, clean and hygienic.

(i) Fixtures and fittings

This part contains all functional furnishing of the terminal, such as check-in counters, ticket desks, migration/passport control, customs control, retail concessions front of shops, Passenger gates, information counters and desks, lost and found, tourist information, car hire, etc.

(i) Ensure that all fittings function properly, including breakage and blockage.

(ii) Ensure that surfaces are smooth and free from staining and dirt.

(iii) Ensure that fixtures and fittings are secure, safe and free from chips and cracks.

(iv) Ensure that the equipment integrated into the fixtures, such as customer displays LCD, LED or touch screen technologies, operate properly and provide the required information to Passengers.

(v) Ensure that hardware for desks, drawers and cupboards is in good condition and works properly.

(j) Sitting

(i) Ensure that sitting is adequate in accordance with the Required Level of Service. Provide additional sitting, if required, for all Passenger/meter greeters in concourses and gates.

(ii) Ensure that sitting is clean, and comfortable for short and long stay use.

(iii) Ensure that sitting is suitable for people of all shapes, sizes and ages and easy to use by the increasing number of the elderly and the less agile Passengers.

(iv) Ensure that sitting is robust and stable.

(v) Ensure that sitting is structurally sound, allowing a clear view underneath, facilitating security checks and cleaning.

(vi) Ensure that sitting meets the mandatory safety standards.

(k) Signage

(i) Ensure that signage - directional, informational, signposting and tertiary - is in accordance with Chapter J12 of IATA's Airport Development Reference Manual.

(ii) Ensure that electronic visual information display systems (EVIDS) are adequate. Provide additional equipment, if required.

(iii) Ensure that emergency and exit signage, and directional lighting required for the building evacuation, operate properly.

## 2.6 Baggage Handling System

(a) Maintain regularly baggage conveyers and belts in accordance with manufacturer's maintenance manual and to ICAO's Document 9137, Chapter 9.7.

(b) Maintain regularly baggage claim units in accordance with manufacturer's maintenance manual and to ICAO's Document 9137, Chapter 9.8.

(c) Maintain regularly all equipment used for HBS in accordance with manufacturer's manual and to ICAO's ANNEX 17, Chapter 4.5, 4.6, 4.7 and IATA's ADRM, Chapter U11.

(d) Ensure that processing at the baggage hall is in accordance with the IATA's ADRM, Chapter U10.

## 2.7 Mechanical Installations

Air Conditioning

All air conditioning equipment must be maintained in accordance with manufacturer's maintenance manual and, in addition, to ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Maintenance of Airport Air Conditioning Systems, paragraph 9.4. Maintenance shall also include the following:

(a) Chilled Water Piping Networks

(i) Inspect all chilled water piping networks for leaks, repair and refill accordingly.

(ii) Inspect all chilled water piping networks for rust and maintain with anticorrosive paint in two layers wherever required.

(iii) Inspect all chilled water pipe network insulation and its protection for damage and repair/replace accordingly.

(iv) Inspect circulation pumps for proper operation and maintain in accordance with the manufacturer's requirements.

(v) Check all shut off valves, check valves, regulating valves and motorized valves for their proper and automatic operation. Replace or repair accordingly.

(b) Ducts Networks

(i) Inspect all HVAC Ducting network insulation and repair accordingly.

(ii) Perform leak test on duct networks and seal where needed.

(iii) Inspect external thermal insulation protection and repair accordingly.

(iv) Check for the proper operation of regulating dampers, fire dampers.

(v) Clean ducts internally wherever possible.

(vi) Check flexible connections to fans and air handling units for damage/leaks and replace/repair.

(vii) Clean supply/exhaust grilles.

(c) Air Handling Units

(i) Clean/replace air filters in the central air handling units.

(ii) Clean fan sections.

(iii) Check fan belts for proper tension and replace in accordance with operating hours.

(iv) Clean cooling and heating coils.

(v) Check proper and smooth operation of damper mechanisms and motors. Maintain where necessary.

(vi) Check fan bearing operating hours and grease or replace.

(vii) Inspect electrical motors for excessive wear and replace if necessary.

(viii) Check condensate collection pan for leaks, corrosion or blockages and maintain accordingly.

(d) Central Chilled Water Chillers

(i) Check refrigerant pressure and maintain to manufacturer's standards.

(ii) Check for proper temperature range and automatic operation.

(iii) Check compressor's operating hours and maintain or replace bearings in accordance with the manufacturer's requirements.

(iv) Inspect all electrical motors and maintain or replace in accordance with manufacturer's requirements.

(v) Inspect all hydraulic connections for leaks and corrosion and maintain accordingly.

(vi) Check fans' operating hours and insect for smooth operation, replace bearings where needed in accordance with manufacturers' requirements.

(vii) Perform chemical cleaning of tubes in accordance with the manufacturers' requirements.

(e) Cooling towers

Maintain in accordance with manufacturer's maintenance manual.

(f) Ice Storage Tank

Inspect for any leaks and damage to the tanks and pipe network and repair accordingly.

(g) Flat Plate Heat Exchanger

Inspect and maintain in accordance with manufacturer's maintenance manual.

(h) Close Control Units - Precision Cooling

Maintain in accordance with manufacturer's maintenance manual.

Heating Facilities

All heating equipment shall be maintained in accordance with manufacturer's maintenance manual and, in addition, to ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Maintenance of Airport Heating facilities, paragraph 9.5. Maintenance shall also include the following:

(i) Heating Piping Networks

(i) Inspect all hot water piping networks for leaks, repair and refill accordingly.

(ii) Inspect hot water piping networks for rust and maintain with anticorrosive paint in two layers wherever required.

(iii) Inspect hot water pipe network insulation and its protection for damage and repair/replace accordingly.

(iv) Inspect circulation pumps for proper operation and maintain in accordance with the manufacturer's requirements.

(v) Check all shut off valves, check valves, regulating valves and motorized valves for their proper and automatic operation. Replace or repair accordingly.

(vi) Inspect boilers for leaks and proper operation in accordance with the manufacturer's requirements.

(vii) Clean out hot water tubes and inspect for undue wear/corrosion.

(viii) Check boiler door insulation and repair where required.

(ix) Clean and check fuel burner in accordance with manufacturer's standards/requirements.

(x) Clean and check chimney and flue gas ducts and repair accordingly.

(xi) Clean and check fuel tanks and repair any leaks.

(xii) Check boiler/burner for their automatic operation, check temperature range and maximum cut off temperature to be in accordance with the manufacturer's requirements. Check proper operation of diesel oil fuel supply solenoid valve.

(xiii) Check all manual and automatic valves for leaks and proper operation.

(xiv) Check overpressure safety valve for its proper operation.

(xv) Check circulation pumps for any leaks, and maintain in accordance with their manufacturer's requirements.

(xvi) Check expansion tanks for leaks and proper pressure. Replace membranes in accordance with their manufacturer's requirements.

(j) Natural gas

(i) Check gas supply network for corrosion and leaks, and repair accordingly.

(ii) Check gas train for proper operation in accordance with manufacturer's requirements.

(iii) Inspect all safety devices such as safety valves, seismic valves and joints for proper operation.

Water Supply

(k) Pipe networks

(i) Perform inspection on all pipe networks for leaks and corrosion. Maintain with two layers of anticorrosive paint or replace where necessary.

(ii) Inspect all automatic vents for proper operation and repair accordingly.

(iii) Inspect hot water pipe network insulation for any damage and repair or replace accordingly.

(l) Booster stations/ water tanks/water softeners

(i) Inspect water storage tanks for leaks, seal wherever required.

(ii) Clean water storage tanks.

(iii) Check proper operation of booster pumps in accordance with their manufacturer's maintenance manual. Service wherever needed.

(iv) Check proper operation of chemical dosing systems in accordance with the manufacturer's requirements.

(v) Check proper operation of water softeners in accordance with the manufacturer's maintenance manual.

(m) Hot water heaters

(i) Inspect hot water boilers for any leaks and corrosion. Repair or replace accordingly.

(ii) Check for proper operation and maximum temperature range, regulate accordingly.

(iii) Inspect and maintain the hot water circulation pumps for proper operation in accordance with the manufacturer's requirements.

(iv) Check proper operation of safety valves.

Waste Water Systems

(n) Pipe networks/ manholes

(i) Inspect all pipe runs within the buildings for leaks and damages and repair accordingly.

(ii) Inspect and clean all inspection manholes located at the basement and seal accordingly.

(iii) Inspect and clean all floor cleanouts.

(iv) Inspect all air vents for proper operation.

(o) Lift stations

(i) Inspect lift pumps at the basement and maintain in accordance with their manufacturer's maintenance manual.

(ii) Inspect lift stations for leaks and damages and repair accordingly.

(p) Storm water systems

(i) Inspect all pipe runs within the buildings for leaks and damages and repair accordingly.

(ii) Inspect water storage tanks for leaks, seal wherever required.

(iii) Clean water storage tanks.

(iv) Inspect and clean all inspection manholes at the basement.

(v) Check proper operation of booster and lift pumps in accordance with their manufacturer's maintenance manual. Repair wherever needed.

(vi) Maintain sand filters in accordance with their manufacturer's maintenance manual.

Fire fighting installations (fixed fire protection installations)

All the equipment of the firefighting installations shall be maintained in accordance with manufacturer's maintenance manual and in addition to ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9, Maintenance of Airport Fixed Fire Protection Installations, paragraph 9.12. Maintenance shall also include the following:

(q) Pipe networks

Perform inspection on all pipe networks for leaks and corrosion. Maintain with two layers of anticorrosive paint, or replace where necessary.

(r) Sprinkler, hose reel and hydrant networks

(i) Perform pressure test on all sprinkler networks in accordance with TOTEE 2461-86 paragraphs B6 and B7 and EN 12845.

(ii) Perform pressure tests on hose reel networks in accordance with TOTEE 2461-86 paragraph A6 and EN 12845.

(iii) Check proper operation of all drain and shut-off valves.

(s) Portable Fire Extinguishers

Maintain in accordance with the manufacturers and vendors instructions.

(t) Fire Fighting Booster Set

Maintain in accordance with manufacturer's maintenance manual.

(u) Local Non Water Fire Fighting Systems (FM 200, argonite, inergen, dry powder, CO2)

(i) Inspect all pipe networks for leaks and corrosion.

(ii) Perform hydraulic tests every ten years on extinction cylinders.

(iii) Maintain extinction in accordance with the manufacturers and vendors requirements.

(iv) Maintain local fire detection systems (detector panels, fire detectors, bells, sirens and flashing lights) in accordance with the manufacturers and vendors requirements.

(v) People Lifts / Bulky Items Lift (Elevators)

Maintain in accordance with ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Maintenance of People Lifts-Elevators, paragraph 9.10.

(w) People Movers – Escalators etc.

Maintain in accordance with ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Maintenance of People Movers-Escalators etc., paragraph 9.11.

(x) Stationary Hydraulic Loading Ramps

Maintain in accordance with manufacturer's maintenance manual.

2.8 **Electrical installations**

(a) Medium Voltage 20KV

(i) Power Transformers 20KV/400V (Dry type - oil filled type - oil filled closed type)

Maintain in accordance with manufacturer's maintenance manual and in addition to ICAO Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 3 Maintenance of Airport Electrical Systems, paragraph 3.3.

(ii) Medium voltage switchgear

Maintain in accordance with manufacturer's maintenance manual.

(iii) Medium voltage power cables in Transformer station (Nominal voltage 20 KV)

(A) Disconnect cables from equipment at both ends prior to hipot tests.

(B) Dielectric Strength, DC Hipot Test:

(1) Test the electric strength of cables using "step voltage" test method.

(2) Provide safety man in addition to testing technician.

(3) Tests to be applied between conductors and ground.

(4) Initial test level: 2kV DC held for two minutes (Megger stabilization level).

(5) Second level: 5kV DC held for five minutes (Polarization Level).

(6) Subsequent test levels: 5kV DC increments held for one minute at each level.

(7) Record current leakage values at each step.

(8) Final test level: to withstand level and held at constant voltage for 15 minutes. Record decay current at five minute intervals during this period.

(9) Plot decay curve - current versus time.

(C) The test data sheet has to include the following:

(1) Table showing leakage current at each test level.

(2) Graph applied test voltage versus leakage current.

(3) Cable data.

(4) Sketch of that part of system in which cable is connected.

(5) Ambient conditions such as humidity and temperature.

(6) Date of test and signature of test technician.

(7) Compare test values to all previous acceptance or maintenance test results and comment on trends observed.

(b) Low Voltage

(i) Low Voltage Compensation (P.F) panels

Maintain in accordance with manufacturer's maintenance manual

(ii) Electric Power Generators

Maintain in accordance with manufacturer's maintenance manual and in addition to ICAO Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 3 Maintenance of Airport Electrical Systems, paragraph 3.3.

(iii) Main Uninterruptable Power Supply (U.P.S)

Maintain in accordance with manufacturer's maintenance manual

(iv) Constant Current Regulators (CCR)

Maintain in accordance with manufacturer's maintenance manual

(v) Low voltage switchgear

Maintain in accordance with manufacturer's maintenance manual

(vi) Relay and switch cabinets (Including switch cabinets in substations)

Maintain in accordance with manufacturer's maintenance manual and in addition to ICAO Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 3 Maintenance of Airport Electrical Systems, paragraph 3.3

(vii) Power cables (Low voltage and 6,6 KV) and distributors in field

Maintain in accordance with ICAO Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 3 Maintenance of Airport Electrical Systems, paragraph 3.3.

(viii) Lighting and electric equipment (Indoor, outdoor, parking lots, roads lighting)

Maintain in accordance with ICAO Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Buildings, paragraph 9.2.

(ix) Emergency Lighting Systems

Maintain in accordance with British Standard 5266: Part 8, 2004 (BS EN 50172: 2004) - Emergency Lighting Systems and batteries in accordance with NFPA 101(00), Sec. 7.9.3.

(x) Automatic doors

Maintain in accordance with ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Buildings, paragraph 9.6.

(xi) Air curtains

Maintain in accordance with manufacturer's maintenance manual.

(xii) Clocks and Timing system

Maintain in accordance with ICAO's Doc 9137 - Airport Services Manual (Part 9 - Airport Maintenance Practices, Latest updated Edition), Chapter 9 Buildings, paragraph 9.3 Communication facilities.

(xiii) Building Management System (BMS)

Maintain in accordance with software and hardware manufacturers maintenance instructions.

(xiv) Supervisory Control And Data Acquisition (SCADA) System

Maintain SCADA System, PLCs, PCs and sensors in accordance with software and hardware manufacturers maintenance instructions.

(xv) Lightning protection

Inspections, tests, and maintenance shall be performed in accordance with the manufacturer's instructions and NFPA 780 (latest edition)

(xvi) Fire detection system

Maintain in accordance with manufacturer's maintenance manual

2.9 **Information Technology Systems**

(a) Local Area Network (LAN)

(i) Maintain LAN (routers, switches, hubs, servers, workstations, etc.) in accordance with software and hardware manufacturer's maintenance instructions. Also maintain dedicated UPS unit in accordance with manufacturer's maintenance manual.

(ii) Visual inspection of cabling (fiber optics and cooper) & terminations where accessible, for signs of deterioration or damage.

(iii) Maintain racks and patch panels (fiber optics and cooper) located at communication rooms or any other place.

(iv) Maintain data outlets RG-45.

(b) Voice systems

(i) Visual inspection of cabling & terminations where accessible, for signs of deterioration or damage.

(ii) Maintain Call Center in accordance with manufacturer's maintenance manual.

(iii) Maintain racks and patch panels.

(iv) Maintain voice outlets RG-45.

(c) Passenger Wireless Systems

Maintain in accordance with software and hardware manufacturers maintenance instructions.

(d) Closed Circuit Television (CCTV) surveillance system

(i) Visual inspection of all major CCTV components including cabling & connections where accessible for signs of deterioration or damage.

(ii) Check all CCTV control equipment (monitors, VCR, DVR, Multiplexer etc.).

(iii) Check and clean cameras, lenses and housings as necessary.

(iv) Check lenses for correct and clean field of view and adjust as necessary.

(v) Check pictures for correct field of view and adjust as necessary.

(vi) Check and test remote signaling equipment.

(vii) Check recording and playback quality.

(viii) Check the satisfactory transmission of images to remote centre (where applicable).

(e) Access Control System (ACS)

Maintain in accordance with software and hardware manufacturer's maintenance instructions.

(f) Audio paging

(i) Visual inspection of all major components including cabling & connections where accessible, for signs of deterioration or damage.

(ii) Check all equipment at the main rack (Microprocessors, amplifiers, CD/DVD players, radio players, announcement systems, microphones, etc.).

(iii) Check announcement stations (microphones, buttons, LED's, microphone preamplifier, balanced output line amplifier, etc.).

(iv) Check speakers.

(v) Check ambient noise analysis system (ANAS) and noise sensors.

(g) Common use passenger processing services (CUPPS)

Maintain in accordance with software and hardware manufacturers maintenance instructions.

(h) Flight information display system (FIDS)

(i) Visual inspection of all major FIDS components including cabling & connections where accessible, for signs of deterioration or damage.

(ii) Check all FIDS equipment (Main computer systems, switches, hubs, motherboards behind screens, workstations, etc.).

(iii) Check and clean screens and LCD boards, as necessary.

## 3 Landside (car park – access roads – terminal curbside)

The Concessionaire shall maintain on a regular basis the roads and sections thereof which are located within the Concession Sites of the Regional Airports, the Passengers terminal drop-off / pick-up curbsides and the various car park areas (Passenger, personnel, taxis, buses, car rentals, etc.) including, the following:

(a) Sweep and clean the roads, bridges (where applicable) and parking

(b) Maintain and repair all paved areas

(c) Maintain the irrigation and waste water systems (see paragraph 1.2 of this Appendix)

(d) Perform landscape works and maintenance

(e) Maintain all lighting fixtures

(f) Perform snow removal and ice control works, at least at the Regional Airports of Kavala and Thessaloniki

(g) Maintain all access control points

(h) Maintain all cameras of the CCTV system

(i) Maintain all speakers of the audio paging system.

## 4 Other Buildings

Other facilities as:

(a) Air navigation services and air traffic control tower building(s)

(b) Rescue and fire-fighting station buildings

(c) Car depots and car parks

(d) Cargo terminal buildings (currently only in Thessaloniki)

must also comply with the relevant articles of this Appendix.

# MULTI-PARTY ARBITRATION AGREEMENT

**[DATE]**

**Between**

**THE HELLENIC REPUBLIC**

**THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND**

**[●] as Intercreditor Agent**

**and**

**[●] as Concessionaire**

**THIS AGREEMENT** is dated [DATE]

**Between**:

(1) **THE HELLENIC REPUBLIC**, represented by [●], Minister of Finance, [●], Minister of Infrastructure, Transport & Networks, and [●], Minister of Defence (the **State**);

(2) **THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND**, represented by [●], (the **Grantor**);

(3) [●] (the **Intercreditor Agent**) on behalf of the Finance Parties; and

(4) [...], a company incorporated under the laws of Greece, having its registered office in [...], Greece, and registered in the Register of Sociétés Anonymes of the prefecture of [...] under number [...] duly represented by [...] (the **Concessionaire**).

**BACKGROUND**

(A) The State, the Grantor, the Concessionaire and the Initial Shareholders have entered into a concession agreement dated [ ] (the **Concession Agreement**) in relation to the project.

(B) The Concessionaire and the Finance Parties have entered into the Designated Loan Agreements pursuant to which the Finance Parties have agreed to make available to the Concessionaire certain financial facilities for the purposes of financing the project.

(C) This Agreement is entered into pursuant to Article 39 (*Dispute Resolution*) of the Concession Agreement.

**IT IS AGREED** as follows:

# 1 Interpretation

## 1.1 Definitions

In this Agreement:

**Answer to the Request for Arbitration** has the meaning given to it in the ICC Rules.

**Arbitral Tribunal** means the tribunal appointed in accordance with Clause 6 of this Agreement.

**Court of Appeal** has the meaning given to it in Clause 8(d) of this Agreement.

**Dispute** means any dispute, disagreement or contestation, between any of the Parties arising under, out of or in connection with this Agreement, the Concession Agreement or the Designated Loan Agreements, including, without limitation, any dispute as to (a) the application, interpretation or validity thereof, and (b) any act or omission of the Independent Engineer under the terms of the Concession Agreement.

**Divergence Notice** has the meaning given to it in Clause 8(a) of this Agreement.

**Existing Dispute** has the meaning given to it in Clause 7(a) of this Agreement.

**Finance Parties** has the meaning given to it in the Designated Loan Agreements (if any).

**Findings** means the reasoned decisions of the TDRP.

**Further Dispute** has the meaning given to it in Clause 7(a) of this Agreement.

**ICC** means the International Chamber of Commerce.

**ICC Court** means the Court of Arbitration of the ICC in Paris.

**ICC Rules** means the Rules of Arbitration of the ICC in force as from 1 January 2012 as subsequently amended or revised.

**Objection Notice** has the meaning given to it in Clause 8(d) of this Agreement.

**Parties** means the parties to this Agreement and **Party** means any one of them.

**Parties to the Arbitration** means the Party(ies) who submit(s) the Request for Arbitration, the Party(ies) who is(are) named as respondent(s) in the Request for Arbitration and any Party(ies) who otherwise becomes party to an Arbitration pursuant to this Agreement, and **Party to the Arbitration** means any one of them.

**Parties to the TDR** means the Party(ies) who submit(s) the written TDR Notice, the Party(ies) who is(are) served with the TDR Notice, and any Party(ies) who otherwise becomes party to a TDR and **Party to the TDR** means any one of them.

**Request for Arbitration** has the meaning given to it in the ICC Rules.

**TDR** means the Technical Dispute Resolution Procedure set out in Clause 4 of this Agreement.

**TDR Notice** means a notice referring a Technical Dispute to TDR pursuant to Clause 4 of this Agreement.

**TDRP** means the Technical Dispute Resolution Panel to be appointed under Clause 4 of this Agreement.

**TDR Response** means a response to a TDR Notice pursuant to Clause 4 of this Agreement.

**Technical Dispute** has the meaning given to it in the Concession Agreement.

1.2 **Interpretation**

(a) Terms defined in the Concession Agreement will have the same meaning in this Agreement, unless otherwise defined herein or the context otherwise requires.

(b) In this Agreement, unless the contrary intention appears, a reference to:

(i) a provision of law, regulation or treaty is a reference to that provision as replaced amended or re-enacted;

(ii) a Clause or a Schedule is a reference to a clause or a schedule to this Agreement;

(iii) a time of day is a reference to Athens time;

(iv) day means calendar day and reference to month means calendar month;

(v) the singular includes the plural (and vice versa);

(vi) the headings in this Agreement are for convenience only and shall not affect the construction hereof; and

(vii) a reference to a Designated Loan Agreement or any other document is a reference to that document as amended, supplemented, extended, modified, transferred, novated or replaced from time to time.

## 2 Resolution of Disputes

(a) The rules and procedures set forth in this Agreement supplement but do not seek to amend the Concession Agreement. In the event of any ambiguity, discrepancy or inconsistency between the terms of this Agreement and the terms of the Concession Agreement, the terms of the Concession Agreement will prevail.

(b) The objective of the rules and procedures set out in this Agreement is to provide for the fair and impartial resolution of any Dispute or Technical Dispute in a cost-effective manner and without undue delay. The Parties shall do all things necessary to comply with that objective.

(c) The Parties are entitled to be legally represented to the extent that they are or may become a Party to the Arbitration or a Party to the TDR.

(d) No arbitrator or Expert appointed under this Agreement or under the Concession Agreement shall be liable to any Party howsoever for any act or omission in connection with any arbitration or TDR, save where the conduct complained of is shown to constitute fraudulent conduct or gross negligence.

(e) The obligations of the Parties under the Concession Agreement and this Agreement shall not be altered and/or suspended by reason of any Dispute or Technical Dispute being referred for resolution by way of TDR or to arbitration, except as otherwise provided in the Concession Agreement. In the event of such referral the Parties shall continue to perform their obligations under the Concession Agreement save as is necessary to comply with any interim or conservatory measures ordered by the Arbitral Tribunal.

## 3 Appointment of Secretary and Service of Communications

(a) All communications, notices or objections required or allowed under the ICC Rules or this Agreement shall be given in writing in accordance with, and to the addresses indicated in Article 40.1 (*Communication - Notices*) of the Concession Agreement. The provisions of Article 40.4 of the Concession Agreement relating to a change of address of any Party shall apply to this Agreement.

(b) Any TDR Notice, TDR Response, Request for Arbitration, Answer to the Request for Arbitration and any reply to any counterclaim pursuant to Article 5.6 of the ICC Rules shall be served by a court bailiff or by method of service of process recognized as valid in the jurisdiction in which the relevant Party is being served.

(c) The TDRP or Arbitral Tribunal shall appoint a secretary (the **Secretary**) within seven (7) days of the appointment of the final Expert or final arbitrator and shall forthwith give notice to the Parties of the appointment and the contact details of the Secretary, whose role shall be to assist the TDRP or Arbitral Tribunal with the efficient administration of the proceedings.

## 4 Technical Disputes Resolution

(a) All Technical Disputes, regardless of whether they entail financial consequences, and (unless another means of resolution is specified) any failure of the Parties to reach agreement where the Concession Agreement requires them to do so, must be submitted to and decided through the procedure set out in this Clause 4 (the **TDR**). The TDR shall be effected by three Experts constituting a three-member panel (the **TDRP**). Any Expert appointed to the TDRP must have the training and experience necessary for the resolution of the Technical Dispute which they are required to resolve.

(b) Recourse to TDR shall be initiated by one of the Parties serving the other, through a court bailiff, with a written notification of its intention (the **TDR Notice**). A TDR Notice shall set out detailed particulars of the nature of the Technical Dispute, the demands of the relevant Party and be accompanied by any evidence on which that Party relies.

(c) Within twenty (20) days of receiving a TDR Notice, the receiving Party shall serve its written arguments in response to the Technical Dispute together with any evidence on which it relies (the **TDR Response**).

(d) For the avoidance of doubt, the Experts nominated or appointed in relation to any Technical Dispute pursuant to this Agreement need not be fluent in the Greek language (written or spoken). In case either Party appoints an Expert that is not fluent in the Greek language (written or spoken), such Party shall procure, at its own expense and care, that Greek translations (for documents) or interpretation (for oral communications), as the case may be, are provided for the purposes of the TDR. If following appointment an Expert is unable or unwilling to act, or is removed following a challenge, a replacement will be appointed following the same procedure as that used to appoint the Expert being replaced. In the event that a Party wishes to challenge for lack of independence, impartiality, qualification or any other reason, any of the Experts, such challenge shall be made by the submission to the ICC of a written statement specifying the facts and circumstances on which the challenge is based, and the challenge shall be decided by the ICC.

(e) Where the Technical Dispute arises between two Parties each of the TDR Notice and TDR Response shall include the nomination of an Expert to be appointed to the TDRP. If the second Party fails to nominate an Expert, the referring Party may petition the ICC to appoint the second Expert. The petition to the ICC shall be filed within ten (10) calendar days from the written refusal by the other Party to appoint an Expert or the expiration of the aforementioned twenty (20) day time limit whichever date is earlier and shall be compulsorily accompanied by a copy of the relevant claim. The ICC shall appoint the second Expert from those persons set out in the expert's list, within ten (10) days. Within a time limit of twenty (20) days from the appointment of the second Expert, the two appointed Experts shall appoint the third Expert. If agreement cannot be reached, or the twenty (20)-day time limit expires, either Party may instruct the ICC to appoint the third Expert.

(f) Where a Technical Dispute arises between more than two Parties, all of the Parties involved shall agree the identity of the three Experts to be appointed to the TDRP within thirty (30) days of the TDR Notice. In the absence of agreement within the deadline, the ICC will make the appointment(s), at the request of any Party involved in such Technical Dispute.

(g) Any TDR shall be governed by Greek law, conducted in the Greek language and any hearings shall take place in Athens, Greece. For the avoidance of doubt, any

participant in such TDR may communicate in English (or any other language of their choice), in which case Greek translations (for documents) or interpretation (for oral communications) will be provided at the expense and care of the interested Party. Any Technical Disputes Resolution Procedure shall be concluded with the issue of the Findings.

(h) The TDRP shall, within fourteen (14) days from the appointment of the third Expert, decide whether and to what extent the Dispute referred to it constitutes a Technical Dispute. If the TDRP decides that the Dispute is not a Technical Dispute, it will immediately notify this to the Parties, following which the Parties may refer the Dispute to Arbitration in accordance with the provisions below. If the TDRP finds that there is a Technical Dispute, it shall notify its decision immediately to the Parties and shall then proceed to determine the Dispute in accordance with this Clause 4. The Parties agree that they shall only be permitted to refer to Arbitration a matter that a Technical Dispute Resolution Panel has found to be a Technical Dispute following the issuing of the Findings and only insofar as the referral is in respect of the following aspects of the Findings:

(i) allocation of fault issues,

(ii) allocation of risk,

(iii) interpretation of laws and contractual terms of the Concession Agreement,

(iv) financial issues,

(v) allocation of procedural costs issues, and

(vi) termination of the Concession Agreement.

(i) Upon determining that a matter referred to it is a Technical Dispute, the TDRP shall apply the terms of the Concession Agreement and material provisions of Greek law to resolve the Technical Dispute. Subject to the provisions of this Agreement and the Concession Agreement, the TDRP will have the widest discretion permitted by applicable Greek law to determine the rules for the conduct of the TDR. This includes (but shall not be limited to) discretion as to whether: (i) to hear oral as well as written evidence; (ii) examine witnesses and conduct inspections of any relevant property or thing; (iii) permit any Party to make and/or amend any submissions; (iv) continue with the reference despite any Party's failure to appear or to comply with procedures or directions; (v) order disclosure of documents or other evidence subject to confidentiality restrictions; (vi) order any sample, observation or experiment to be made which is, in the TDRP's view, necessary or desirable; (vii) require the Parties to provide written statements of their respective cases, and written answers, and reasons for any disagreement; (viii) to fix the date, time and place of meetings, hearings or inspections (if any); (ix) to provide the Parties with a list of mandatory questions to address; (x) invite the Lenders or the technical adviser of the Lenders; and (xi) to consult with the Independent Engineer. Any meetings, hearings or inspections will be in private unless the Parties agree otherwise.

(j) The TDRP shall notify the Parties of its determination of the Technical Dispute by issuing its Findings within three (3) months from the date of appointment of the third Expert. The Findings shall be in writing and shall contain the reasoning of the TDRP in arriving at those Findings. The Findings will not be deposited at the Secretariat of the One-member First Instance Court. Unless otherwise specified in this Article the provisions of Articles 867 to 903 of the Code of Civil Procedure apply mutatis mutandis to the Technical Disputes Resolution.

(k) The Findings shall be final and binding upon the Parties. If the Findings on any technical issues relating to any of the matters agreed to in Clause 4(h)(i)-(vi) are disputed by any of the Parties, the affected Party shall be entitled within thirty (30) days from the date the Findings were issued to refer those matters only to Arbitration in accordance with this Agreement.

(l) The costs of the TDR shall be determined by the TDRP within the limits set by the ICC Rules. The costs of the TDR shall be paid in advance by the referring Party and shall be allocated in accordance with the Findings.

(m) Any Experts appointed to the TDRP in respect of a Technical Dispute may not be appointed as Arbitrators should that Technical Dispute subsequently be referred to Arbitration in accordance with the above provisions.

(n) All written submissions and documents of the Parties, the decision of the TDRP and any other records of the TDRP shall be admissible in any subsequent arbitration.

## 5 Arbitration

(a) Where a Dispute:

(i) is not a Technical Dispute; or

(ii) relates only to one or more of the aspects of the Findings set out in Clause 4(h)(i)-(vi),

then any Party with a legal interest in that Dispute may, either separately or together with any other Party and provided that the Dispute is not already the subject of a TDR or an arbitration under this agreement, initiate arbitration proceedings pursuant to this Clause 5 by sending a Request for Arbitration to the other Parties and to the ICC Secretariat in accordance with Article 4 of the ICC Rules.

(b) If a Dispute is referred directly to Arbitration without first having been referred to TDR and one of the Parties raises the issue as to whether the Dispute is a Technical Dispute, the Arbitration shall continue and the Tribunal appointed in the Arbitration shall upon application of a Party and by reference to this Agreement and Greek law determine the nature of the reference and whether it is a Technical Dispute within twenty one (21) days from the application being made. The decision of the Arbitral Tribunal shall be final and binding upon the Parties. If the Arbitral Tribunal determines that the matter is a Technical Dispute, the Arbitration proceedings shall be terminated and the Dispute may be referred for determination pursuant to the Technical Dispute Resolution Procedure in accordance with the provisions of Clause 4. Challenges regarding the nature of a Dispute referred to Arbitration shall only be permitted prior to the signing of the terms of reference in the Arbitration or the ICC Court determining to proceed without agreement on the terms of reference in accordance with Article 23 of the ICC Rules.

(c) Any Dispute referred to arbitration in accordance with this Agreement shall proceed under the ICC Rules, subject to the provisions of this Agreement, which provisions shall prevail over the ICC Rules.

(d) Any Party with a legal interest in a Dispute referred to arbitration under this Agreement may, in accordance with Article 8 of the ICC Rules, intervene in any arbitration proceedings commenced pursuant to this Agreement by submitting a written notice of claim, counterclaim or cross-claim against any Party, and may

otherwise make submissions in response to any claim made by any Party, provided that such submission is sent to all other Parties to this Agreement and to the ICC Secretariat within thirty (30) days from the receipt by such intervening Party of the relevant Request for Arbitration.

(e) Any Party to the Arbitration may join any other Party with a legal interest in the Dispute in any arbitration commenced pursuant to this agreement by submitting a request for joinder against that Party, in accordance with Article 7 of the ICC Rules, provided that such request for joinder is sent to all other Parties and to the ICC Secretariat within thirty (30) days from the receipt by such Party of the relevant Request for Arbitration.

(f) The seat and legal place of Arbitration shall be Athens, Greece. The language of arbitration shall be Greek. Hearings shall be conducted in Athens and in the Greek language. For the avoidance of doubt, any participant in such arbitration proceedings may communicate in English (or any other language of their choice), in which case Greek translations (for documents) or interpretation (for oral communications) will be provided at the expense and care of the interested Party.

(g) Any award rendered in the arbitration shall be final, binding and irrevocable not subject to appeal or cancellation lawsuit under art. 897 et seq. of the Greek Civil Procedure Code, as in force, or any other equivalent measure and constitute an executory title without the need for Court endorsement in accordance with article 39.3.9 of the Concession Agreement ratified by law [•]. The Parties expressly undertake to comply immediately with the terms of any award. Any joined or intervening party shall be equally bound by any award rendered by the arbitral tribunal whether or not such party has chosen to participate in the arbitration proceedings.

## 6 Appointment of Arbitral Tribunal

(a) For the avoidance of doubt, the arbitrators nominated or appointed in any arbitration commenced pursuant to this Agreement need not be fluent in the Greek language (written or spoken). In case either Party appoints an arbitrator that is not fluent in the Greek language (written or spoken) such Party shall procure, at its own expense and care that Greek translations (for documents) or interpretation (for oral communications), as the case may be, are provided for the purposes of the arbitration proceedings. The Parties expressly agree that Article 13(5) of the ICC Rules shall not apply to any arbitration commenced under this Agreement to the extent that such provision would prevent a person of Greek nationality from being appointed as Chairman of the Arbitral Tribunal and the Parties irrevocably agree that any arbitrator, including the Chairman, may be a person of Greek nationality.

(b) The Arbitral Tribunal shall be appointed as follows:

(i) Where the Request for Arbitration names only one claimant and one respondent, and no Party has exercised its right to joinder or intervention in accordance with the provisions above, the claimant and the respondent shall, within fifteen (15) days after the expiry of the period during which Parties can exercise their right to joinder or intervention, each nominate one arbitrator. If either the claimant or respondent fails to nominate an arbitrator as provided, then that arbitrator shall be chosen and appointed by the ICC Court. The two arbitrators so appointed shall nominate the third arbitrator, who shall act as Chairman of the Arbitral Tribunal. If the two arbitrators fail to nominate the Chairman within thirty (30) days of the

appointment of the second arbitrator, the Chairman shall be chosen and appointed by the ICC Court; or

(ii) Where there are three or more Parties to the Arbitration and either no Divergence Notice has been served in the time limit provided in Clause 8 or it has been determined that there is no divergence of interests in accordance with Clause 8, then the claimant(s) shall jointly nominate one arbitrator and the respondent(s) shall jointly nominate one arbitrator, both within fifteen (15) days after the time limit for serving a Divergence Notice has expired or, where applicable, within fifteen (15) days after the determination that there is no divergence of interests in accordance with Clause 8. The two arbitrators so nominated shall within thirty (30) days of the appointment of the second arbitrator nominate the third arbitrator, who shall act as Chairman of the Arbitral Tribunal. If either or both of the claimant(s) or the respondent(s) fails to nominate an arbitrator as provided above, or if the two arbitrators fail to nominate the third arbitrator within thirty (30) days of the appointment of the second arbitrator the ICC Court shall appoint any arbitrators necessary to complete the Arbitral Tribunal of three arbitrators and shall designate one of them to act as Chairman; or

(iii) Where there are three or more Parties to the Arbitration and a Divergence Notice has been served and either no Objection Notice has been served within the time limit for serving such notice or it has been determined that there is a divergence of interests in accordance with Clause 8, then each of the Parties to the Arbitration shall nominate an arbitrator within fifteen (15) days after the time limit for serving an Objection Notice has expired or, where applicable, with fifteen (15) days after the determination that there is a divergence of interests in accordance with Clause 8. Should any Party fail to nominate an arbitrator within the said time period, the ICC Court shall choose and appoint that arbitrator. The appointed arbitrators shall within thirty (30) days from appointment of the last of them to be appointed, nominate a further arbitrator who shall act as Chairman of the Arbitral Tribunal and, if such appointment of the Chairman would result in an even number of arbitrators, the appointed arbitrators shall nominate a further arbitrator to ensure an odd number of arbitrators. Should the arbitrators fail within the time limit to nominate the Chairman and/or fail to nominate any arbitrator necessary to ensure an odd number of arbitrators, then the ICC Court shall appoint such arbitrators as are required to ensure an odd number of arbitrators and shall designate one of them to act as Chairman.

(c) Should the replacement of an arbitrator become necessary, a substitute arbitrator shall be nominated by the Party or Parties to the Arbitration which had nominated such arbitrator, within twenty (20) days from the date that the arbitrator ceases to perform his duties, or, in case this deadline passes without agreement on the choice of nominee, a substitute arbitrator shall be appointed by the ICC Court, in accordance with Article 15 of the ICC Rules. If the Chairman or any ICC Court appointed arbitrator is to be replaced, the remaining arbitrators shall within twenty (20) days nominate a substitute arbitrator and if replacing the Chairman the substitute arbitrator shall act as Chairman. Should the remaining arbitrators fail to nominate a substitute arbitrator within this time, the ICC Court shall appoint the substitute arbitrator, who if replacing the outgoing Chairman shall act as Chairman of the Tribunal.

(d) Once constituted the Arbitral Tribunal, in its discretion following a written request of any Party to the Arbitration, may order appropriate interim measures.

## 7 Consolidation of Disputes

(a) If a Dispute has been referred to arbitration in accordance with this Agreement (the **Existing Dispute**), and any further Dispute arises in relation to which any request for arbitration has been submitted pursuant to clause 2 hereof (the **Further Dispute**) any Party to the Arbitration in either the Existing Dispute or the Further Dispute may, not later than seven (7) days after service of the Answer to the Request for Arbitration in the Further Dispute, request that the ICC Court consolidate the arbitrations relating to the Existing Dispute and the Further Dispute in accordance with Article 10 of the ICC Rules.

(b) In exercising its discretion to consolidate arbitrations in accordance with this clause 7 and the ICC Rules, the ICC Court shall as one of the circumstances to be considered under Article 10 of the ICC Rules, take into account the relative progress of the arbitrations in question.

## 8 Divergent Interests

(a) Where there are more than two Parties to the Arbitration named in the Request for Arbitration, any of the Concessionaire and/or the Intercreditor Agent acting for the Finance Parties may, provided they are a Party to the Arbitration, within ten (10) days of service of the Request for Arbitration give written notice to the other Parties to the Arbitration that they consider the interests of any of the Concessionaire and the Finance Parties in the Dispute referred to arbitration to be divergent (the **Divergence Notice**).

(b) Where there are more than two Parties to the Arbitration following (but not prior to) a Party or Parties being joined or intervening in an Arbitration pursuant to this Agreement, the Concessionaire and/or the Intercreditor Agent acting for the Finance Parties may give a Divergence Notice within ten (10) days of notification of such joinder or intervention.

(c) Failure to serve a Divergence Notice within the time prescribed herein shall constitute acceptance that the interests of the Concessionaire and the Finance Parties in the Dispute referred to arbitration are not divergent and the Concessionaire and the Intercreditor Agent shall be considered as co-claimants or co-respondents as the case may be and shall jointly appoint an Arbitrator in accordance with the time limits set out in Clause 6(b)(ii) of this Agreement.

(d) Within ten (10) days of service of a Divergence Notice the State may object to the Divergence Notice by giving notice in writing to the Parties to the Arbitration (the **Objection Notice**). Following service of an Objection Notice any Party to the Arbitration may apply to the competent court of appeal (the **Court of Appeal**) for a determination as to whether or not the interests are divergent. The Arbitral Tribunal will be appointed in accordance with Clause 6(b)(ii).

(e) Where the Court of Appeal determines that the interests of the Concessionaire and the Finance Parties are not divergent, the Concessionaire and the Intercreditor Agent shall be considered as co-claimants or co-respondents as the case may be and shall jointly appoint an Arbitrator within thirty (30) days of that decision of the Court of Appeal failing which the arbitrator shall be appointed by the ICC Court at the request of any other Party to the Arbitration.

(f) If a Divergence Notice is served and either the State does not serve an Objection Notice or the Court of Appeal determines that the interests of the Concessionaire and the Finance Parties in the Dispute referred to arbitration are divergent, the Arbitral Tribunal shall be appointed in accordance with Clause 6(b)(iii).

## 9 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

(a) the validity or enforceability in that jurisdiction of any other provision of this Agreement;

(b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## 10 Governing Law

This Agreement is governed by and will be construed in accordance with Greek law.

## 11 Counterparts

This Agreement may be executed in any number of counterparts in accordance with Article 160 of the Greek Civil Code and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

**SIGNATORIES**

**THE HELLENIC REPUBLIC**

By:

**THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND**

By:

[●]
as Intercreditor Agent

By:

[●]
as Concessionaire

By:

## 1 Service Life of Airport Elements

All Regional Airport elements and finishes must be in a structurally sound, safe and secure state, must function correctly and must be in full working order. In addition, all elements must be provided as necessary to enable the Concessionaire to meet the Performance Standards with minimal disruption to the normal activities and day to day running of the Regional Airports.

## 2 Use of Materials

2.1 Materials must be selected with due regard to their suitability for purpose and performance, durability, ease of maintenance and repair, resistance to accidental or malicious damage, and to their environmental impact.

2.2 The Concessionaire must use appropriate and robust materials and finishes that stand up well to the prevailing weather conditions, the ingress of ground and surface water and heavy use, while maintaining their appearance over the long term. All areas of the buildings must be easily and safely accessible for cleaning and maintenance while preventing unauthorised access. It is imperative that the buildings are not aesthetically affected (even if only superficially) by the weather and the design must ensure no breakdown in the building's fabric.

2.3 The terminals will be designed so that any failure of materials and components, or failures resulting from the maintenance regime chosen, will have minimum adverse impact upon the operation of the airport.

## 3 Life Expectancy

3.1 The principal elements of the building structure, external envelope and external civil engineering elements must have a minimum life expectancy i.e. service life at the commencement of the services delivery as set out in Table 1.

**TABLE 1: Service Life and Residual Life of Elements**

| Elements | Minimum Service Life (years) | Minimum Residual Life (years) |
|---|---|---|
| Airfield | | |
| Pavements - Flexible | | |
| Runways | 20 | 7 |
| Taxiways | 20 | 7 |
| Aprons | 20 | 7 |
| Pavements - Rigid | | |
| Runways | 30 | 10 |
| Taxiways | 30 | 10 |
| Aprons | 30 | 10 |
| Mechanical installations: | | |
| Irrigation systems | | |
| Primary pipe networks | 20 | 7 |
| Secondary pipe networks | 10 | 4 |

| TABLE 1: Service Life and Residual Life of Elements | | |
|---|---|---|
| Elements | Minimum Service Life (years) | Minimum Residual Life (years) |
| Waste water systems | | |
| Pipe networks and lift stations | As defined in Terminal's Installations | |
| E/M for sewage treatment plants | 15 | 5 |
| Storm water systems | | |
| Pipe networks and lift stations | As defined in Terminal's Installations | |
| Drill holes submersible pumps | 15 | 5 |
| Electrical installations | | |
| Power transformers 6,6KV/400V - 400V/6,6KV | 25 | 9 |
| Constant current regulators (CCR) | 20 | 7 |
| Building elements | | |
| Building envelope | | |
| Below grade systems | 50 | 20 |
| Roofs | 20 | 7 |
| Walls | 50 | 20 |
| Fenestration | 25 | 10 |
| Building structural system | 50 | 20 |
| Masonry | 50 | 20 |
| Floors | 50 | 20 |
| Building fit out | | |
| Ceilings | 20 | 7 |
| Flooring hard | 30 | 10 |
| Flooring soft | 10 | 4 |
| Partitioning | 20 | 7 |
| Cladding and wall finishes | 15 | 6 |
| Interior doors | 20 | 7 |
| Stairs and railings | 30 | 10 |
| Sanitary ware and fittings | 10 | 4 |
| Fixtures and fittings | 15 | 6 |
| Sitting | 10 | 4 |
| Signage | 10 | 4 |
| Baggage handling system | | |
| Conveyers and belts | 20 | 7 |
| Baggage claim units | 20 | 7 |
| Hold baggage screening equipment | 15 | 5 |
| Hand baggage and person screening equipment | 15 | 5 |
| Mechanical installations of terminal | | |
| Air conditioning | | |
| Pipe and duct networks | | |
| Indoor | 30 | 10 |

| TABLE 1: Service Life and Residual Life of Elements | | |
|---|---|---|
| Elements | Minimum Service Life (years) | Minimum Residual Life (years) |
| Outdoor | 20 | 7 |
| Insulation of pipes and ducts | | |
| Indoor | 30 | 10 |
| Outdoor | 20 | 7 |
| Protection of ducts and pipes insulations with aluminium sleeves | 10 | 4 |
| Air Handling units | 15 | 5 |
| Central chilled water chillers | 15 | 5 |
| VRV units | 15 | 5 |
| Fan coil units (F.C.U) | 20 | 8 |
| Split type units | 10 | 4 |
| Cooling towers | 15 | 5 |
| Ice storage tank | 20 | 7 |
| Flat plate heat exchanger | 15 | 5 |
| Close control units - precision cooling | 10 | 4 |
| Heating facilities | | |
| Boilers | 25 | 8 |
| Fuel burners | 15 | 5 |
| Circulation pumps | 15 | 5 |
| Expansion tanks | 15 | 5 |
| Fuel oil storage tanks | 25 | 8 |
| Potable water | | |
| Pipe networks | 20 | 7 |
| Booster stations | 15 | 5 |
| Water softeners | 10 | 4 |
| Hot water heaters | | |
| Central hot water boilers | 15 | 5 |
| Local electric heaters | 15 | 5 |
| Waste water systems | | |
| Pipe networks | 20 | 7 |
| Lift stations | 15 | 5 |
| Storm water systems | | |
| Pipe networks | 20 | 7 |
| Lift stations | 15 | 5 |
| Fire fighting installations (fixed fire protection installations) | | |
| Fire fighting booster set | 15 | 5 |
| Pipe networks | 20 | 7 |
| Sprinkler and hydrant networks | 15 | 5 |
| Hose reel | 10 | 4 |
| Portable fire extinguishers | 20 | 7 |

| TABLE 1: Service Life and Residual Life of Elements | | |
|---|---|---|
| Elements | Minimum Service Life (years) | Minimum Residual Life (years) |
| Local non water fire fighting systems | | |
| FM-200 CE certified | 20 | 7 |
| FM-200 DoP (Department of Transportation - USA) certified (Only the cylinders) | 10 | 4 |
| People lifts / bulky items lift (elevators) | 25 | 9 |
| People movers – escalators | 20 | 7 |
| Stationary hydraulic loading ramps | 20 | 7 |
| Electrical installations | | |
| Electrical installations of terminal | | |
| Power transformers 20KV/400V | 25 | 9 |
| Medium voltage switchgear | 20 | 7 |
| Low voltage switchgear | 20 | 7 |
| Standby power generators | 25 | 9 |
| Uninterruptable power supply (UPS) | | |
| UPS unit | 12 | 4 |
| UPS batteries | 7 | 3 |
| Fire detection system | 15 | 5 |
| Automatic doors | 20 | 7 |
| Air curtains | 15 | 5 |
| Clocks and timing system | 15 | 5 |
| Building management system (BMS) | 15 | 5 |
| Supervisory control and data acquisition (SCADA) system | 15 | 5 |
| Information technology systems | | |
| Communication systems | | |
| Local area network - cable plant (passive infrastructure) | 20 | 7 |
| Local area network (active infrastructure) | | |
| Network switches | 7 | 4 |
| Servers and workstations | 5 | 3 |
| Storage devices | 6 | 4 |
| Security appliances | 5 | 3 |
| Voice systems - VoIP | | |
| Telephones | 6 | 3 |
| Call manager servers | 5 | 3 |
| Wireless access points | 4 | 3 |
| Building systems | | |
| Audio/visual paging systems | | |
| APS system | 10 | 4 |
| Servers | 6 | 3 |
| Passenger systems | | |
| Flight information display systems(FIDS) | | |

| TABLE 1: Service Life and Residual Life of Elements | | |
|---|---|---|
| **Elements** | **Minimum Service Life (years)** | **Minimum Residual Life (years)** |
| Servers and workstations | 6 | 3 |
| Screens | 8 | 4 |
| Common use passenger processing systems | | |
| Servers and workstations | 6 | 3 |
| Gate/resource management systems | | |
| Servers and workstations | 6 | 3 |
| Physical security systems | | |
| Access control systems (ACS) | | |
| Hardware (control panels, readers, etc.) | 10 | 4 |
| Servers | 6 | 3 |
| Closed circuit television systems (IP) | | |
| IP cameras | 7 | 4 |
| IPTV servers | 5 | 4 |
| Landside | | |
| Pavements | 20 | 7 |
| Mechanical installations | | |
| Irrigation system | As defined in Airfield's Installations | |
| Waste water system | As defined in Terminal's Installations | |
| Storm water system | As defined in Terminal's Installations | |
| Signage | 20 | 7 |
| Bridges and structures (currently only at Thessaloniki airport) | 50 | 20 |
| Information technology systems | | |
| Access control system (ACS) | As defined in Terminal's Installations | |
| Closed circuit television system (CCTV) | As defined in Terminal's Installations | |
| Audio paging systems (APS) | As defined in Terminal's Installations | |

3.2 The service lifespan assessment of any item will be defined as follows:

(a) in the case of a manufactured airport element, the period of time, as declared in writing by the manufacturer of such airport element, for which the airport element will continue to perform as intended after incorporation in the Regional Airport in a manner, and operating under design conditions, accepted by the manufacturer, and subject to maintenance in accordance with the manufacturer's written recommendations; and

(b) in the case of any other airport element, the period of time for which the element is expected to continue to perform as intended after completion of construction of the relevant Airport Facility, as defined in accordance with ISO 15686: Buildings and Constructed Assets – Service Life Planning or any other equivalent internationally accepted standard.

3.3 Throughout the Concession Period, the Concessionaire shall ensure that:

(a) All elements, including those that have been built or manufactured before the Concession Commencement Date, meet their performance specifications (i.e. must be structurally sound, in a safe and secure state, must function correctly and must be in full working order);

(b) The elements will achieve their anticipated life span, and that, when replaced during the Concession Period, the replacement has a service life at least equal to the facility it replaces; and

(c) The elements comply with all applicable Specifications and Standards and Building Regulations.

## 4 Hand Back Requirements

At the end of the Concession Period, the Concessionaire must ensure that apart from complying with the above mentioned requirements 3.3(a), (b) and (c), all the elements, are in compliance with the minimum residual life requirements, as set out in Table 1 of this Appendix.

Concerning the airport assets that have been built or manufactured before the Concession Commencement Date and fall into the following categories:

(a) Walls (category building elements/building envelope/walls)

(b) Building Structural System (category building elements/ building structural system)

(c) Masonry (category building elements/masonry)

there is no obligation concerning their residual life.

# Appendix 16 Minimum Insurance Requirements

## Part 1
## Insurance Requirements

### Insurance Requirements of the Concessionaire

1 The Concessionaire will at its own expense maintain in force, from the Concession Commencement Date (or such later date that may be agreed between the State and the Concessionaire) until the expiry of this Agreement, all of the following insurances:

(a) The requirements of Part 1A (*Construction Insurances to be Effected*) of this Appendix 16 for the Concession Period where there is to be Works at any Regional Airport and Concession Sites involving renovation, improvement or construction of new or existing buildings.

The requirements of Part 1B (*Operating Insurances to be Effected*) of this Appendix 16, for all other activities arising from this Agreement that the Concessionaire undertakes or is responsible for.

The above are to include the appropriate endorsement under Part 2 of this Appendix 16. Further, save with regard to statutory insurance and professional indemnity insurance that the Concessionaire is required to cause others to procure and save as otherwise provided in this Appendix 16, the Concessionaire must ensure that in each policy taken out pursuant to this Appendix 16, the Concessionaire is named as the principal insured.

Save for (i) insurance required pursuant to the Construction Delay in Start-up (**DSU**) policy required during the Concession Period where there is to be Works at any Regional Airport and Concession Sites (other than with regard to insurance of the Concession Fee and the Levy, (ii) Employers' Liability and Project Specific Professional Liability Insurance during the Works specified in Part 1A of this Appendix 16 and (iii) Employer's Liability specified in Part 1B of this Appendix 16) the Concessionaire must procure that the Grantor, the State and the HCAA is each named as an additional insured or co-insured party in such manner that the insurance shall operate as if separate policies had been issued subject to the insurers overall limit of liability not being increased.

(b) To the extent required by Greek law, but not otherwise, the insurance policies pursuant to the Minimum Insurance Requirements shall be issued by an insurer or insurers authorised from time to time under Greek law to underwrite such risks.

(c) Other insurance or insurances extensions or limits which is either:

(i) considered by the State (acting reasonably) appropriate and prudent to any activities undertaken in order for the Concessionaire and any party for which it is responsible to purchase to carry out its obligations under this Agreement; and/or

(ii) is necessary to comply with applicable Laws, including:

(A) motor vehicle liability insurance (both airside and non-airside but coverage air-side shall exclude road traffic act or similar legislation) for any vehicle which is owned, hired, leased or borrowed in connection with the obligation of the Concessionaire and those it is responsible for under this Agreement including damage to such

vehicle at a deducible not more than ten thousand Euro (€10,000); and

(B) legal liability of employers for their liability for the bodily injury or disease sustained by their employees arising out of the course of their employment in their business.

## Part 1A
## Construction Insurances to be Effected

### Works Period Insurances

This Agreement specifies terms specific to it and these will have priority over any policy terms.

**Insurances during Works**

1. Construction All Risks Insurance (**CAR**);
2. DSU Insurance;
3. Construction Third Party Liability Insurance (**TPL**);
4. Airport Contractors Legal Liability Insurance;
5. Political Violence and Terrorism;
6. Marine Cargo Insurance;
7. Marine Cargo DSU Insurance (**Marine DSU**);
8. Project Specific Professional Liability Insurance;
9. Employers' Liability Insurance; and
10. Motor Vehicle Liability.

**1. Construction All Risks Insurance (CAR)**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (acting for and on behalf of the Finance Parties). |
| Additional Insured: | The State;<br>The Grantor;<br>The HCAA;<br>Contractors (including managing contractors and/or subcontractors of any tier for their site activities only);<br>Lenders and/or Finance Parties;<br>All parties involved in the performance of the Concession and including subsidiary and holding companies of each party;<br>Others providing goods or services in connection with the Concession as contractors, manufacturers and suppliers and professional consultants to the above but for their manual on-site activities only; and<br>Each of the above to include their respective directors, officers, employees, assigns (and agents) and their rights and interests. |
| Property Insured: | The Works and any other permanent and temporary works related to the Regional Airports executed and in the course of execution, the materials, parts, excavations, spare parts, consumables and all other parts or units of property or equipment of whatsoever nature the property of the insured or for which they are responsible (but excluding any contractors' or subcontractors' constructional plant and equipment) while on or adjacent to the Concession Site, including runways, roads, hard standings, access roads and related structures, lay down areas, the electrical, sewerage, telecommunications and water interconnection facilities and all associated and ancillary works against all-risks of direct physical loss or damage and all testing and commissioning risks. |
| Scope of Cover: | "All Risks" of physical loss or damage from any cause not excluded in relation to all property of every description used for and intended for incorporation in the Works arising from the Concessionaire's obligations under this Agreement including electrical and mechanical breakdown. |
| Geographical Scope: | To include all work sites and temporary lay down areas within and outside the Concession Site boundary and anywhere in Greece in respect of inland transit and temporary storage. |
| Period of Insurance: | From commencement of the Works until completion of the twenty four (24) months defects liability period.<br>The Property Insured will remain insured under CAR until the end of the Concession Guarantee Period. |
| Sum insured: | The full reinstatement value of the Works, including allowance for the costs of demolition and debris removal and professional fees (including construction management and customs duties (but in respect of covers outlined in the Required Extensions below, inner limits as agreed)). |

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| Deductibles: | In respect of each and every occurrence, arising during the duration of the Works up to their respective completion dates and involving temporary works, natural hazards, not more than three hundred thousand Euro (€300,000) save for testing/commission, defects in design, plan, specification claims where the deductible will be not more than one million, two hundred and fifty thousand Euro (€1,250,000). The Deductible for each loss in respect of earthquake and tsunami shall have a deductible (indexed) that does not exceed two per cent (2%) of the sum insured. |
| Required Extensions: | To include, subject to minimum sub-limits per occurrence as below or to be agreed: |

a) escalation clause ten per cent (10%);

b) computer and electronic equipment, data carrying media; plans, specifications, drawings clause;

c) public authorities clause;

d) automatic reinstatement of sum insured at nil additional premium for losses below five million Euro (€5,000,000);

e) 50/50 clause;

f) expediting expenses cover twenty per cent (20%) of normal costs up to a minimum sum of seven hundred and fifty thousand Euro (€750,000); per occurrence to cover, *inter alia*, extra costs incurred by the insured in respect of overtime wages, hire of alternative plant, machinery and equipment;

g) extended maintenance cover for twenty four (24) months;

h) faulty design clause LEG3/96;

i) inland transits of locally procured goods and materials/offsite storage including loading and unloading;

j) removal of debris – ten per cent (10%) of the loss subject to a minimum of one million Euro (€1,000,000) and to also include an obsolete buildings provision whereby insurance will pay for economic repairs and in relation to major damage will either pay for demolition and site clearance or demolition and replacement on an agreed value basis as agreed between the State and the Concessionaire;

k) professional fees including to cover architects, surveyors, legal, consulting engineers and other fees incurred as a result of a loss payable under the policy;

l) 72 hour clause;

m) waiver of subrogation including multiple insured clause (LEG Form) with part (vii) deleted;

n) customs duties – loss to the property insured specifically extends to include all customs duties applicable if included in the original sum insured;

o) plans and specifications to cover loss or damage to plans, specifications, drawings, programmes, software and other documents for the execution of the Concession;

p) temporary repairs and minimising loss; preventive measures to cover the costs incurred in taking measures to reduce or avoid a potential loss;

q) Tenants Fit-Out Works to the extent, if any, of the responsibility of the Company to insure under contract;

r) camps/stores;

s) existing property or property belonging to or held in the care, custody or control;

t) fire-fighting facilities;

u) leak search cost;

v) temporary facilities; and

w) piling, foundation and retaining wall clause (MRe 121 or equivalent).

Main Exclusions:

a) war and civil war; rebellion, revolution, insurrection;

b) radioactive contamination;

c) cost of rectifying normal wear and tear and gradual deterioration;

d) loss of cash, bank notes and monetary instruments;

e) liquidated damages, criminal fines and penalties;

f) cyber and electronic data and date recognition exclusion;

g) terrorism;

h) cessation of work;

i) unexplained shortages or disappearance;

j) contractors plant and equipment;

k) consequential loss;

l) corrosion;

m) wilful acts;

n) nuclear risks to cover radioactive contamination and nuclear risks;

o) liquidated damages to cover liquidated damages for delay or detention or in connection with guarantees of performance;

p) design, plan, specification, materials and workmanship to cover defects in design exclusion using what is known as a LEG2/DE3 wording;

q) asbestos; and

r) mould.

**2. DSU Insurance**

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|---|---|
| Principal Insured: | The Concessionaire;<br>With regard to the Concession Fee, the Grantor, and the Levy, the State; and<br>Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insured: | Lenders and /or Finance Parties; and<br>Each for their respective rights and interests. |
| Minimum Coverage: | (a) anticipated reduction in Revenue (without any deduction in respect of sums due to the Grantor) (less that part of any cost that varies proportionately with revenue), for a period of not less than either: (i) twenty four (24) months during the Original Senior Commitment Period (as defined in the Designated Loan Agreement (if any)); and (ii) twenty four (24) months following the end of the Original Senior Commitment Period (as defined in the Designated Loan Agreement (if any)) and (b) balance of limits cover to indemnify the Grantor in respect of the gross Concession Fee and the State in respect of the gross Levy for not less than the difference between (i) the estimated Concession Fee and the Levy (as applicable) over a twenty four (24) month indemnity period and (ii) that proportion of the anticipated reduction in Revenue or EBITDA (as applicable) that is due to the Grantor pursuant to this Agreement insured under item (a) of this paragraph 2 of Part 1 to this Appendix 16 if any of the property insured under paragraph 1 of this Part 1 of this Appendix 16 is lost or destroyed or damaged by any of the risks insured under paragraph 1 of this Part 1 of this Appendix 16, which causes interruption to or interference with the Airport Services.<br>(b) to indemnify the Insured in respect of contractual obligations to meet fixed standing charges and regular debt service repayments consisting of interest charges and principal repayments resulting from an occurrence covered by the construction all risks policy which causes the that part of the Works affected to be delayed beyond its anticipated completion date. |
| Period of Insurance: | As per the Construction All Risks (CAR) policy. |
| Sum insured: | An amount calculated using figures in the Financial Model, where possible, equal to an amount to indemnify the Insureds for all insured losses required to be covered under the Minimum Coverage. |
| Indemnity Period: | Not less than twenty four (24) months. |
| Deductible: | Not more than sixty (60) days in the aggregate (save for ninety (90) days in respect of Suppliers Extension below). |

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| Principle Extensions: | • **Suppliers:** Delay following loss or damage caused by fire, lightning, aircraft, explosion, at key plant and machinery supplier's premises;<br>• **Utilities:** Delay following loss or damage at the premises of electricity, gas, water, telecommunications, and sewerage service suppliers;<br>• **Denial of access:** Delay following loss or damage in the vicinity of the Site of the Project that results in a denial of access;<br>The extensions above will be subject to the policy deductible waiting period of the not more than sixty (60) days of each and every loss.<br>• increased cost of working at least five million Euro (€5,000,000);<br>• additional increased cost of working. |
| Principal Exclusions: | The exclusions will be as for the CAR cover. The DSU Policy would also exclude any loss sustained due to any delay caused by or resulting from:<br>a) loss or damage to construction plant and equipment;<br>b) loss or damage to property held in the care, custody or control of the Insured;<br>c) any restriction or condition imposed by a public authority;<br>d) non-availability of funds;<br>e) loss of or damage to items taken over or taken into use by the employer other than during the period of the process tests; and<br>f) any penalties or damage of whatever nature for breach of contract or for late or non-compliance of orders. |

**3. Construction Third Party Liability Insurance** ("**TPL**")

| | |
|---|---|
| Insured Parties: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insured: | The HCAA;<br>The Lenders and/or Finance Parties;<br>Contractors (including the engineering, procurement and construction contractors) and all sub-contractors of any tier; and<br>Others providing goods or services in connection with the Concession as contractors, manufacturers and suppliers and professional consultants to the above but for their manual on-site activities only, (excluding such manufacturers and suppliers products legal liability),<br>each for their respective rights and interests. |
| Minimum Cover: | Insurance against such sums which the Insured Parties shall become legally liable to pay as damages consequent upon:<br>a) bodily injury or illness of third parties (whether fatal or not); or<br>b) damage to, and/or loss of use of as a result of damage to, property belonging to third parties,<br>arising out of or in connection in respect of loss or damage arising out of the maintenance, operation and/or management of the Regional Airports and the Concession Sites and legal costs and expenses incurred in dealing with any insured claim, and in each case, on each occurrence. |
| Geographical Scope: | Territorial limits – worldwide (excluding USA/Canada and Australia) in respect of liability arising out of the Concession. |
| Jurisdiction | Greece |
| Period of Insurance: | As per CAR policy.<br>Policy period extensions are per the CAR policy. |
| Limit of Indemnity: | At least thirty million Euro (€30,000,000) |
| Deductible: | Not more than one million, five hundred thousand Euro (€1,500,000) for each claim in respect of third party property damage only. There will be no deductible for bodily injury claims. |
| Extensions: | a) liabilities arising from sudden, unintended and unexpected seepage and pollution (NMA 1685);<br>b) a cross liability clause;<br>c) contractual liability – contractual liability assumed by the Insured by agreement no wider than applicable under tort;<br>d) mechanically propelled vehicles – liability for mechanically propelled vehicles whilst being used as a tool of trade within the Concession Site;<br>e) claims control clause; and |

f) liabilities for detention, false arrest, obstruction;

g) Munich Re CAR/TPL section 2 wording (or equivalent).

Main Exclusions:

a) cost of making good loss or damage to the Concession;

b) employee liability and liability insured under the Concessionaire's motor insurances;

c) fines and penalties;

d) professional indemnity;

e) claims brought in the jurisdiction of USA/Canada/Australia;

f) terrorism;

g) liquidated damages;

h) deliberate acts – damage to property that results from deliberate acts or omission by the Insured and which were reasonably foreseen by the Insured having regard to the nature and circumstance of such act or omission;

i) pollution – the policy will exclude all pollution losses other than those that result from a sudden, identifiable, unintended, and unexpected event that happens during the period of insurance;

j) asbestos;

k) mould; and

l) all other exclusions as per policy wording agreed.

**4. Airport Contractors Legal Liability Insurance**

| | |
|---|---|
| Insured Parties: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insureds: | The HCAA;<br>The Lenders;<br>The Finance Parties;<br>Others providing goods or services in connection with the Concession as contractors, manufacturers and suppliers and professional consultants to the above but for their manual on-site activities only, (excluding such manufacturers and suppliers products legal liability),<br>each for their respective rights and interests. |
| Minimum Cover: | Insurance against such sums which the Insured Parties shall become legally liable to pay as damages consequent upon:<br>a) bodily injury or illness of third parties (whether fatal or not); or<br>b) damage to, and/or loss of use of as a result of damage to, property belonging to third parties,<br>arising out of or in connection with the construction and maintenance at the Regional Airports and Concession Sites of the Concession, and legal costs and expenses incurred in dealing with any insured claim, and in each case, on each occurrence. |
| Geographical Scope: | Greece but worldwide in respect of products liability. |
| Jurisdiction | Greece. |
| Period of Insurance: | As per CAR policy.<br>Policy period extensions are per the CAR policy. |
| Limit of Indemnity: | (a) Combined Single Limit (Bodily Injury and Property Damage) seventy five million Euro (€75,000,000) any one occurrence and in the annual aggregate in respect of products liability.<br>(b) Personal Injury limited to twenty five million Euro (€25,000,000) (or currency equivalent) in the annual aggregate being within the Combined Single Limit and not in addition thereto. |
| Deductible: | For property damage not more than:<br>five thousand Euro (€5,000) (or currency equivalent) each and every loss but twenty thousand Euro (€20,000) (or currency equivalent) each and every loss in respect of damage to aircraft. |
| Extensions: | a) AVN60A Personal Injury Extension;<br>b) Contractual liability;<br>c) AVN63. Cross liability clause; |

d) AVN52G sublimit seventy five million Euro (€75,000,000);

e) Legal costs and expenses;

Main Exclusions:

a) cost of making good loss or damage to the Concession;

b) employee liability and liability insured under the Concessionaire's motor insurances;

c) fines and penalties;

d) professional indemnity;

e) terrorism;

f) liquidated damages;

g) deliberate acts – damage to property that results from deliberate acts or omission by the Insured and which were reasonably foreseen by the Insured having regard to the nature and circumstance of such act or omission;

h) pollution – the policy will exclude all pollution losses other than those that result from a sudden, identifiable, unintended, and unexpected event that happens during the period of insurance;

i) asbestos;

j) mould; and

k) all other exclusions as per policy wording agreed.

**5. Political Violence and Terrorism**

| | |
|---|---|
| Insured Parties: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insured: | The HCAA;<br>The Lenders;<br>The Finance Parties;<br>Others providing goods or services in connection with the Concession as contractors, manufacturers and suppliers and professional consultants to the above but for their manual on-site activities only, (excluding such manufacturers and suppliers products legal liability),<br>each for their respective rights and interests. |
| Minimum coverage: | Loss or damage under the CAR policy (and subsequent loss of anticipated revenue and associated losses as required under the DSU Insurance policy) sustained following a delay to the commencement of the Works as a direct result of physical loss of or damage to the Property Insured during construction, testing or commissioning caused by an act of terrorism and/or political violence. |
| Extensions: | As per DSU cover including:<br>a) an act of terrorism and/or sabotage;<br>b) malicious damage resulting directly from an act of terrorism;<br>c) riots, strikes, civil commotion;<br>d) invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, coup d'état, insurrection or mutiny;<br>e) war and civil war (to a suitable sub limit not less than twenty million Euro (€20,000,000));<br>f) AFB PV Wording Perils 1-7;<br>g) Claims control Clause;<br>h) LMA 3100- Sanctions Clause;<br>i) Increased cost of working (with a minimum sum insured of ten million Euro (€10,000,000) per event); and<br>j) Additional increased cost of working (with a minimum sum insured of ten million (€10,000,000) per event). |



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| Exclusions: | a) Nuclear detonation, reaction, nuclear radiation or radioactive contamination cost of making good loss or damage to the Concession;<br>b) Pollutants or contaminants, chemical or biological release or exposure of any kind;<br>c) Electronic attacks;<br>d) Cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service;<br>e) War between two or more of the following: China, France, The Russian Federation, United Kingdom and the United States of America;<br>f) Threat or hoax;<br>g) Seizure or illegal occupation; and<br>h) Confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, any order of public or government authority. |
| Sum insured: | Calculated using figures from the Financial Model where possible, to an amount to indemnify the Insureds for insured losses as required under this Appendix.<br>Sum Insured also to include increased cost of working for a period of not less than the Indemnity Period. |
| Insured: | Property Section; per the CAR policy<br>Loss of Profits/DSU: Lenders; Financial Parties only. |
| Period of Insurance: | Per CAR policy. |
| Period of Indemnity: | Per DSU policy. |
| Sum Insured: | Not less than:<br>Property Damage cover: the full reinstatement value of the items insured.<br>Business Interruption/ Loss of Profits cover: an amount to cover the anticipated loss of gross revenue and debt service (including principal and interest) for the period of indemnity. |
| Deductibles: | Not more than:<br>Property Section: seventy five thousand Euro (€75,000) each and every occurrence.<br>Loss of Profits/DSU: twenty one (21) days. |

**6. Marine Cargo Insurance**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insured: | The insured parties will be the same as for the CAR insurance;<br>The HCAA;<br>The Lenders;<br>The Finance Parties<br>The Contractor and all sub-contractors of any tier; and<br>Others as required by contract providing goods and or maintenance in connection with the Concession,<br>each for their respective rights and interests. |
| Scope of Cover: | "All Risks" of loss, destruction or damage as per the Institute Cargo Clauses to all materials, equipment, machinery, spares and other items for incorporation in the Concession facilities whilst in transit by sea, land or air from country of origin anywhere in the world to the Concession Site from the time that the insured item leaves the warehouse or factory for shipment to the Concession Site, or vice versa, including off-site storage other than where covered under the construction "All Risks" Insurance.<br>The policy to cover shipments by any mode of transport other than ocean barges where insurer's prior agreement will be required.<br>Covers includes imports (and returns if applicable) of plant, equipment, machinery and materials to the Concession Site for the construction of the Works and each Regional Airport facilities. |
| Commencement Date: | The date of commencement of the first transit. |
| Expiry Date: | The end of the period insured by the CAR policy. |
| Sum insured: | An amount based on the maximum value of any one conveyance and/or storage location, to be agreed with the State. |
| Deductible: | The lower of fifty thousand Euro (€50,000) and three per cent (3%) of the value of each individual shipment in respect of any one loss. |
| Basis of Cover: | To include: Strike, riot, sabotage, terrorism and civil commotion with minimum of one hundred and eighty (180) days of storage on the Concession Site.<br>a) Marine Transits<br>• Institute Cargo Clause (A)<br>• Institute War Clauses (Cargo)<br>• Institute Strikes Clauses (Cargo)<br>• Institute Classification Clauses<br>b) Air Transits<br>• Institute Air Cargo Clauses (Air)<br>• Institute War Clauses (Air Cargo)<br>• Institute Strikes Clauses (Air Cargo)<br>c) Land Transits<br>• By road or rail covered against those risks specified above where available |

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| Other Clauses: | Cargo ISM Endorsement, Cargo ISM Forwarding Charges Clause |
| Required Extensions: | a) Two hundred per cent (200%) Accumulation Clause;<br>b) any mode of transportation;<br>c) marine cargo 50/50 clause with CAR insurance;<br>d) concealed damage clause;<br>e) institute classification clause; and<br>f) debris removal clause. |
| Main Exclusions: | a) institute radioactive contamination exclusion clause;<br>b) termination of transit clause (terrorism);<br>c) cyber clause;<br>d) all other exclusions as per policy wording agreed;<br>e) insolvency exclusion clause;<br>f) institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause;<br>g) rusting, oxidation, discoloration of unpacked or unprotected goods and items shipped on deck in enclosed steel containers unless caused by a defined peril; and<br>h) electrical and mechanical derangement unless caused by an insured peril. |
| Policy Warranty: | surveys to be undertaken prior to the shipment of major items (as defined in the marine cargo policy). |

**7. Marine Cargo DSU Insurance**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Finance Parties). |
| Additional Insured: | The insured parties will be the same as for the CAR insurance;<br>The HCAA;<br>The Lenders;<br>The Finance Parties<br>The Contractor and all sub-contractors of any tier; and<br>Others as required by contract providing goods and or maintenance in connection with the Concession,<br>each for their respective rights and interests. |
| Minimum Coverage: | Loss of anticipated revenue and associated losses as required under the DSU Insurance policy sustained following a delay to the commencement of the Works as a direct result of physical loss of or damage to the Property Insured under the Marine Cargo/Transit policy. Cover is to also be provided for increased cost of working reasonably incurred to minimise any loss, subject to these costs being economic.<br>This policy would also cover delays to the project due to:<br>a) loss or damage or mechanical breakdown to the vessel on which the insured property is being carried or intended to be carried;<br>b) the vessel on which the property is being carried being involved in a general salvage or life-saving operation;<br>c) loss or damage or mechanical breakdown to any other conveyance on which the insured property is being or intended to be carried from any fortuitous cause. |
| Commencement Date: | The date of commencement of the first transit. |
| Expiry Date: | The end of the period insured by the Marine Cargo policy. |
| Sum insured: | An amount calculated using figures in the Financial Model, where possible, equal to an amount to indemnify the Insureds for all insured losses required to be covered under this Appendix. |
| Indemnity Period: | Twenty four (24) months from the end of the period insured by the Marine Cargo policy. |
| Deductible: | Not to exceed first sixty (60) days of any loss. |
| Principal Extensions/Exclusions: | The extensions and exclusions will be the same as for the Marine Cargo cover.<br>The policy will exclude any claim or delay caused by the unreasonable withholding of guarantees as a result of repairs to the property insured not being acceptable to the manufacturer or his representative. |

**8. Project Specific Professional Liability Insurance**

| | |
|---|---|
| Insured Parties: | The Concessionaire; and<br>The Agent Bank (acting for an on behalf of the Lenders and/or Finance Parties). |
| Additional Insureds: | The State;<br>The Grantor;<br>The HCAA;<br>The Government Users;<br>The Lenders and/or Finance Parties;<br>The design-builder, all engineers, architects and other professional consultants and sub consultants that provide professional design services in connection with the design of all or any of the facilities and structures at the Regional Airports and Concession Sites. |
| Minimum Cover: | Project Specific Professional Liability Insurance in connection with the design and construction from the beginning of the first design, through the construction period, to service commencement plus coverage for an extended reporting period of not less than thirty six (36) months.<br>This coverage shall be primary with respect to the Works under the Design-Construction Contract(s) without right of contribution of any Project Specific Professional. |
| Deductibles: | A maximum of one hundred thousand Euro (€100,000) per claim which is not in additional to any design professional's recovered underlying insurance but applies in the instance the design professional's insurance has been exhausted or has not been maintained in compliance with the minimum requirements of the policy. The deductible also applies in the instance that the policy is broader than the design professional's primary insurance. |
| Limit of Indemnity: | Ten million Euro (€10,000,000) minimum per claim and twenty million Euro (€20,000,000) in the aggregate per annual period of insurance (inclusive of defence and related costs and supplementary payments).<br>This shall be primary with respect to the Works without right of contribution of any insurance carried by the State, the Grantor, the Agent Bank and the Lenders and/or the Finance Parties. |
| Geographical Scope: | Greece but worldwide in respect of products liability. |
| Jurisdiction: | Greece. |

Extensions:

- Primary Insurance extension;
- Automatic addition of firms (subject to insurer reporting requirements);
- Present, former partner, executive officer, director or shareholder of Named Insured while acting within their scope of duties for the Named Insured;
- Any individuals or personal corporations retained by the Named Insured under a personal services contract;
- Claim defined as a written or oral demand for money or a written or oral allegation in breach in the rendering or failure to render professional services received by the Insured or Named Insured and resulting from a single error, omission or negligent act;
- Lawyer fees and associated expenses incurred in the investigation, defence, settlement, arbitration or litigation of claims;
- Duty to defend, even if the allegations are groundless, false or fraudulent; and
- Worldwide territory (suits brought in Greece).

Exclusions:

- Express Warranties or guarantees;
- Estimates on profit, return;
- Faulty workmanship, construction or work which is alleged or in fact not constructed in accordance with the Design-Construction Contract(s);
- Design or manufacture of any good or products sold or supplied by a named insured;
- Terrorism;
- Nuclear liability;
- Judgements and awards deemed uninsurable by law;
- Liability assumed under the Design-Construction Contract(s) unless such liability would not have been attached to the named insured by law in the absence of such an agreement;
- Punitive or exemplary damages, fines, penalties or interest or liquidated punitive or exemplary damages or fees;
- Refusal to employ, termination of employment, humiliation or discrimination on any basis or other employment related practices or policies.

**9. Employers' Liability Insurance**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>Any company or contractor for which it is responsible. |
| Additional Insured: | The State; and<br>The Grantor. |
| Period of Insurance: | Per CAR policy. |
| Minimum Cover: | In accordance with the applicable laws, including articles 657,658 and 932 of the Greek Civil Code, that covers the employer for its legal liability towards the employees for injuries arising out of and in the course of their employment over and above the benefits of the social security organizations (IKA or other). |
| Territory: | Greece. |
| Jurisdiction: | Greece. |
| Conditions: | Subject to premium readjustment (onwards only) at the end of the policy period.<br>The insured should take all the necessary precautions, protections, measures, in compliance with the provisions of the Greek law for the prevention of accidents and injuries. |

## Part 1B
## Operating Insurances to be Effected

### Concession Period Insurances

The minimum insurance coverage required to be obtained and maintained by the Concessionaire shall include the following types of insurance, each to be provided under policies containing provisions, which are reasonably standard in the insurance market for such insurance and available at commercially reasonable terms.

This Agreement specifies terms specific to it and these will have priority over any policy terms.

**Concession Period Insurances**

1. All Risks Insurance – Property Damage;
2. Business Interruption;
3. Political Violence;
4. Airport Owners and Operators Liability; and
5. Employers' Liability Insurance.

**1. All Risks Insurance – Property Damage**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (for and on behalf of the Finance Parties). |
| Additional Insured: | The State;<br>The Grantor;<br>The HCAA;<br>The Lenders and/or Finance Parties,<br>each for their respective rights and interests. |
| Scope of Coverage: | "All Risks" of loss or damage from any cause not excluded to the property and interests of every description, including property of others in the care, custody or control of the Insured for which they are responsible, used for or in connection with the ownership and operation of the Concession. |
| Property Insured: | All assets comprising from the ownership and operation of the Concession but not limited to the Regional Airports and all or any structures at each Regional Airport, its immoveable property (including each Regional Airport facilities and all runways, taxis and aprons), vehicles, fixtures and fittings and any Regional Airport development.<br><br>This shall include electronic and computer equipment, buildings and their contents, stock, fixtures, fittings, mobile or in transit, of every kind and description not otherwise excluded, either owned, leased, hired or borrowed by the Concessionaire or held in the care, custody or trust of the Concessionaire or for which the Concessionaire is responsible or have assumed responsibility all forming part of or in connection with the Concessionaire's obligations under this Agreement. |
| Period of Insurance: | Annual period from the Concession Commencement Date until the end of the Concession Period. |
| Sum Insured: | Calculated using figures from the Financial Model where possible, the sum insured will be based on the reinstatement value basis of the Property Insured. |
| Geographical Scope: | Anywhere on the Concession Site and temporary removal elsewhere. |
| Deductible (Indexed): | Not to exceed one hundred thousand Euro (€100,000) each and every occurrence for property damage save for earthquake and tsunami which shall have a deductible that does not exceed two per cent (2%) of the sums insured. |
| Required Extensions: | To include, subject to policy sub-limits to be agreed:<br>a) machinery breakdown and boiler explosion (limit seven million, five hundred thousand Euro (€7,500,000));<br>b) additional costs of complying with public/local authority requirements;<br>c) automatic acquisition clause;<br>d) property in transit one million, five hundred thousand Euro (€1,500,000); |

e) automatic reinstatement of sum insured;

f) expediting expenses cover;

g) fire-fighting expenses;

h) cash and stamps;

i) professional fees/ architects and surveyors fees;

j) debris removal, demolition and increased cost of construction including an obsolete buildings provision whereby insurance will pay for economic repairs and in relation to major damage will either pay for demolition and site clearance or demolition and replacement on an agreed value basis as agreed between the State and the Concessionaire;

k) sue and labour;

l) tenants' and neighbours' liability;

m) rental payable/rental value loss clause;

n) 72 hour clause;

o) minor works;

p) plans documents and data/ valuable papers and records;

q) temporary removal;

r) inflation protection escalator in sum insured not less than one hundred and ten per cent (110%);

s) eighty fiver per cent (85%) condition of underinsurance; and

t) overtime and express freight charges.

Main Exclusions:

a) war and civil war;

b) radioactive contamination;

c) the cost of making good wear and tear, gradual deterioration, flaws, deformation, distortion, cracks or partial fractures, defects in design materials or workmanship but this shall not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded;

d) terrorism;

e) consequential loss;

f) cyber clause;

g) unexplained shortages or mysterious disappearance; and

all other exclusions as per policy wording agreed.

**2. Business Interruption**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (for and on behalf of the Finance Parties). |
| Additional Insured: | The Lenders and/or Finance Parties,<br>each for their respective rights and interests. |
| Minimum Cover: | To indemnify the Insured in respect of contractual obligations to meet Concession Fees, Levy, fixed standing charges and regular debt service repayments consisting of capital repayments and interest charges resulting from an occurrence covered the All Risks policy described in 1 above which causes interruption in the normal commercial operations of the Regional Airports and Concession Sites.<br>"Cover" to include indemnity for the Investor in respect of Revenues in accordance with the latest Financial Model (without any deduction in respect of sums due to the HCAA), increased cost of working and additional increased cost of working. |
| Period of Insurance: | Per All Risks Insurance – Property Damage. |
| Sum Insured: | Loss of Revenue to include in addition increased cost of working and additional increased cost of working. |
| Indemnity Period: | Twenty four (24) months. |
| Deductible: | Not to exceed the first thirty (30) days of any interruption. |
| Required Extension: | To include, subject to policy sub-limits to be agreed:<br>a) interruption caused by a physical loss not excluded under the All Risks policy which occurs in the vicinity of the Concession Site at a Regional Airport and which hinders or prevents access to the Concession Site at a Regional Airport; and<br>b) suppliers'/utilities' extension in respect of named suppliers/utilities only for fire, lightning, explosion and aircraft perils. |
| Main Exclusions: | To follow the Property All Risks Insurance.<br>In addition the following exclusions would apply:<br>• the non-availability of funds;<br>• fines and penalties; and<br>• loss of licence. |

**3. Political Violence and Terrorism**

| | |
|---|---|
| Insured Parties: | The Concessionaire; and<br>The Agent Bank (for and on behalf of the Finance Parties). |
| Additional Insured: | The State;<br>The Grantor;<br>The HCAA;<br>The Lenders and/or Finance Parties,<br>each for their respective rights and interests. |
| Minimum coverage: | Loss or damage and subsequent loss of anticipated revenue and increased cost of working sustained following a delay to the commencement of the business at the Concession as a direct result of physical loss of or damage to the contract works during construction, testing or commissioning caused by an act of terrorism and/or political violence. |

| | |
|---|---|
| Extensions: | As per the Business Interruption Cover plus:<br>(i) an act of terrorism and/or sabotage;<br>(ii) malicious damage resulting directly from an act of terrorism;<br>(iii) riots, strikes, civil commotion;<br>(iv) invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, coup d'état, insurrection or mutiny;<br>(v) war and civil war (sub limited to thirty million Euro (€30,000,000);<br>(vi) AFB PV Wording Perils 1-7;<br>(vii) Claims control Clause;<br>(viii) LMA 3100- Sanctions Clause;<br>(ix) Increased cost of working (with a minimum sum insured of Euro ten million (EUR10,000,000) per event); and<br>(x) Additional increased cost of working (with a minimum sum insured of ten million Euro (€10,000,000) per event). |
| Exclusions: | a) Nuclear detonation, reaction, nuclear radiation or radioactive contamination cost of making good loss or damage to the Concession;<br>b) Pollutants or contaminants, chemical or biological release or exposure of any kind;<br>c) Electronic attacks;<br>d) Cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service;<br>e) threat or hoax;<br>f) seizure or illegal occupation; and<br>g) confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, any order of public or government authority. |
| Sum insured: | Not less than the full reinstatement value of the estimated maximum loss or damage to the Concession and not less than subsequent loss of anticipated revenue in respect of debt service (including principal and interest and fixed operating costs). Sum Insured also to include increased cost of working for a period of not less than the Indemnity Period. |
| Insured: | Property Section; per the CAR policy.<br>Loss of Profits Section: per the Business Interruption policy. |
| Period of Insurance: | Per All Risks Insurance – Property Damage. |
| Period of Indemnity: | Not less than twenty four (24) months. |
| Sum Insured: | In accordance with the latest Financial Model, not less than:<br>Property Damage cover: the full reinstatement value of the items insured.<br>Business Interruption/ Loss of Profits cover: an amount to cover the anticipated loss of gross revenue and debt service (including principal and interest) for the indemnity period. |

| | |
|---|---|
| Limit: | Amount in accordance with the latest available Financial Model covering at least 90% of the Sum insured as per the beginning of the Period of Indemnity. |
| Deductibles: | Not more than:<br><br>Property Section: fifty thousand Euro (€50,000) each and every occurrence.<br>Business Interruption/ Loss of Profits Section: twenty one (21) days. |

**4. Airport owners and operators liability insurance**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>The Agent Bank (for and on behalf of the Finance Parties). |
| Additional Insured: | The State;<br>The Grantor;<br>The HCAA;<br>The Lenders and/or Finance Parties,<br>each for their respective rights and interests. |
| Period of Insurance: | Per All Risks Insurance – Property Damage. |
| Minimum Cover: | All sums which any Insured shall become legally liable to pay in respect of damages consequent upon:<br>a) bodily injury or illness of third parties (whether fatal or not), and/or<br>b) damage to, and/or loss of use of property as a result of damage to property belonging to third parties arising out of or in connection with the operation of the Project including products manufactured and supplied including products liability,<br>arising out of the operation and maintenance of each Regional Airport, including the provision of security and fire services (including maintenance of the air traffic control towers) or otherwise in connection with the Concession and/or in connection with the performance and/or provision of the services at each Regional Airport; and legal costs and expenses incurred in dealing with any claim, and in each case, on an occurrence form wording. |
| Deductible: | In respect of Property Damage:<br>seven thousand five hundred Euro (€7,500) (or currency equivalent) each and every loss but not more than twenty thousand Euro (€20,000) (or currency equivalent) each and every loss in respect of damage to aircraft. |
| Limit of Indemnity: | Combined Single Limit (Bodily Injury and Property Damage):<br>seven hundred and fifty million Euro (€750,000,000) (or currency equivalent) any one occurrence and in the annual aggregate in respect of products liability.<br><br>Personal Injury limited to twenty million Euro (€20,000,000) (or currency equivalent) in the annual aggregate being within the Combined Single Limit and not in addition thereto. |
| Geographical Scope: | Greece but worldwide in respect of products liability. |
| Jurisdiction: | Greece. |

| | |
|---|---|
| Required Extensions: | a) AVN52G sublimit three hundred million Euro (€300,000,000);<br>b) AVN60A Personal Injury Extension (including false arrest, imprisonment, detention, obstruction and detainment);<br>c) AVN63 Cross Liability Clause;<br>d) Products liability;<br>e) Legal Liability of concessionaire(s) arising out of their activities but only in excess of any underlying insurance carried by the concessionaire(s);<br>f) Airside Property Damage Liability arising from the use of Motor Vehicles; and<br>g) Liability arising from any Regional Airport vehicles within the Concession Site at any Regional Airport in excess of the sums recoverable under any separate motor vehicles insurance. |
| Exclusion: | AVN46B; Noise and Pollution Cover. |

**5. Employers' Liability Insurance**

| | |
|---|---|
| Principal Insured: | The Concessionaire; and<br>Any company or contractor for which it is responsible. |
| Additional Insured: | The State; and<br>The Grantor. |
| Period of Insurance: | Per CAR policy. |
| Minimum Cover: | In accordance with the applicable laws, including articles 657,658 and 932 of the Greek Civil Code, that covers the employer for its legal liability towards the employees for injuries arising out of and in the course of their employment over and above the benefits of the social security organizations (IKA or other). |
| Territory: | Greece. |
| Jurisdiction: | Greece. |
| Conditions: | Subject to premium readjustment (onwards only) at the end of the policy period.<br>The insured should take all the necessary precautions, protections, measures, in compliance with the provisions of the Greek law for the prevention of accidents and injuries. |

## Part 2 Endorsements

### Part 2A

### Insurance Endorsements (but not for any Aviation TPL policy)

This Part 2A of Appendix 16 shall apply to Construction All Risks insurance, Construction All Risks Delay in Start Up insurance, Construction Third Party Liability Insurance, Airport Contractor's Legal Liability insurance, Political Violence and Terrorism, Marine Cargo Insurance, Marine Cargo Delay in Start Up insurance, Project Specific Professional Liability insurance, Employers' Liability insurance, All Risks Insurance (Property Damage), Business Interruption insurance, Political Violence, Airport Owners and Operator's Liability and Employer's Liability insurance (the "**Insurances**").

**Interpretation**

"**Insurance Policy**" means the insurance agreement to which this endorsement is attached and into which this endorsement is incorporated in its entirety.

"**Insureds**" means the insured parties named in the Insurance Policy, collectively, and "**Insured**" means each and any of the insured parties named in the Insurance Policy.

"**Insurer**" means the insurer or insurers from time to time participating in the Insurance Policy.

Terms used but not defined in these endorsements have the meaning given to them in this Agreement.

1. The Insurers agree to waive all rights of subrogation howsoever arising which they may have or acquire against the State, the Grantor, the HCAA, the Lenders and/or Finance Parties and the Concessionaire or any of the other parties named as Insureds in the Insurance Policy, and their respective parents, affiliates, officers, directors, employees, subcontractors or representatives arising out of any occurrence in respect of which a claim is admitted under the Insurance Policy.

2. All the provisions of this Insurance Policy (except those relating to limits of liability and deductible amounts) shall operate as if there were a separate policy covering each Insured.

3. The State, the Grantor, the HCAA, the Lenders and/or Finance Parties shall have no duty of disclosure under the Insurance Policy. Each Insurer waives any rights it may have to disclosure of any documents, facts or information and any right it may have to avoid this Insurance Policy or recover damages or decline to indemnify any Insured on the grounds of non-disclosure (whether negligent or otherwise) by the Lenders or the Finance Parties (including any agent they may have acting on their behalf that is recognised by the State in this Agreement or amendment thereto) or any of them and/or any of their agents.

4. The Insurers agree with each Insured that each Insurance Policy shall be treated as a separate and distinct contract between the Insurers and each Insured with the intention that no Insured shall be deprived of any benefit under the Insurance Policy or suffer any disadvantage whatsoever under the Insurance Policy as a result of any act (or failure to act), neglect, error, misrepresentation, fraud or omission on the part of any other Insured.

5. The Insurers undertake to each Insured that the Insurance Policy shall not be invalidated as regards the respective rights and interests of each Insured and that the Insurers will not seek directly or indirectly to avoid any liability under this Insurance Policy because of any act (or failure to act), neglect, error, misrepresentation, fraud or omission made by any other Insured (whether occurring before or after the inception of this Insurance Policy), including any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured, any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the Insurance Policy, whether or not any such act (or failure to act), neglect, error, misrepresentation, fraud or omission could, if known at any time, have affected any decision of the Insurers to grant the Insurance Policy, to agree to any particular term or terms of the Insurance Policy (including this endorsement and the amount of any premium) or to act or refrain from acting in any way whatsoever in relation to this Insurance Policy or to any liability which may arise thereunder.

6. Subject always to paragraph 2 above, upon payment of any sum to any Insured pursuant to this paragraph 5, the Insurers shall, to the extent of such payment, be thereupon legally subrogated to all the rights of such Insured, provided always that the Insurers shall not exercise any such rights howsoever arising in competition with the rights of any Lender and/or Finance Party in respect of the project assets or any monies secured thereon.

7. The Insurers agree that the Insurance Policy will be primary to and not excess to or contributing with any other insurance maintained by any Insured. The Insurers waive all rights of contribution against any other insurance affected by the Lenders and/or Finance Parties (including any agent they may have acting on their behalf that is recognised by the State in this Agreement or amendment thereto) or the Concessionaire.

8. The State, the Grantor, the HCAA, the Lenders and/or the Finance Parties and their respective officers, directors, employees servants, agents and assigns will (whether or not they are an Insured under the Insurance Policy) in no circumstances be liable for the payment of any premium or to perform any other obligation owed to the Insurers under the Insurance Policy (although they will have the right, but not the obligation, to pay that premium or to perform that obligation), but this will not relieve the Concessionaire from its obligation to pay any premium due under the Insurance Policy. If any Insured owes any amounts to the Insurers (other than unpaid premiums), whether in connection with the Insurance Policy or any other policy underwritten by the Insurers, the Insurers waive any right they may have to set off or counterclaim against and agree not to deduct any such amount from any Insurance Proceeds payable under the Insurance Policy to the Security Agent (as defined in a Designated Loan Agreement (if any)) (on behalf of itself and the Secured Parties (as defined in a Designated Loan Agreement (if any))) as co-Insured.

9. The State, the Grantor, the HCAA, the Lenders and/or the Finance Parties and their respective officers, directors, employees, servants, agents and assigns are named Insureds under the Insurance Policy.

10. Without prejudice to any applicable aggregate liability limits approved by the Agent Bank, the sums insured and risks covered under the Insurance Policy may not be reduced in any way without the prior written consent of the Agent Bank.

11. Insurers to consult with the Grantor and/or the State (as applicable) in relation to any claim in circumstances where the Grantor and/or the State (as applicable) requests.

12. Unless and until the Agent Bank shall have notified the Insurers to the contrary, in which case all Insurance Proceeds payable under or in relation to this Insurance Policy payable by any Insurers to the Insureds shall be paid directly to the Agent Bank or as it may direct, all Insurance Proceeds shall be paid without any deduction or deductions from the agreed claim figure whatsoever (except the appropriate Insurance Policy excess or deductible if applicable) to the Insurance Proceeds Account (as defined in a Designated Loan Agreement (if any)).

13. The Insurers agree that they will advise the Agent Bank in writing:

    i. at least 45 days (or such lesser period (if any) as may be specified from time to time by the Insurers in the case of war, terrorism, strikes and kindred perils) before any cancellation is to take effect if any Insurer cancels or gives notice of such cancellation of any Insurance Policy for any reason, including the non-payment of premiums;

    ii. at least 45 days (or such lesser period (if any) as may be specified from time to time by Insurers in the case of war, strikes and kindred perils) before any reduction in limits or coverage, any increase in deductibles or any termination before the original expiry date of this Insurance Policy is to take effect;

    iii. promptly if any Insurer has not agreed to renew (or failed to invite the Insureds to review) this Insurance Policy at its next expiry date;

    iv. of any act or omission or of any event of which any Insurer has knowledge and which might invalidate, terminate, suspend or render unenforceable in whole or in part this Insurance Policy or any claim thereunder, as soon as reasonably practicable after any Insurer becomes aware of any such act, omission or event; and

    v. any such cancellation, reduction, increase or other change shall not be effective until 60 days (or such lesser period as referred to above) after the issue of a notice to such effect to the Agent Bank.

14. Each Insurer acknowledges receipt of consideration for the insurance of the State, the Grantor, the HCAA and the Lenders and/or Finance Parties under the Insurance Policy.

15. Each Insurer confirms that:

    i. it has received from the Concessionaire all information required by it that is material to the risks insured against by this Insurance Policy; and

ii. there is no information that has been relied on or is required by that Insurer in respect of its decision to co-insure the State, the Grantor, the HCAA and the Lenders and/or Finance Parties.

16. Each Insurer confirms that it has not been notified of any other pledge or assignment of or security interest in this Insurance Policy and the proceeds thereof.

17. All notices or other communications under or in connection with this Insurance Policy will be given in writing or by fax. Any such notices will be deemed to be given as follows:

    i. if in writing, when delivered; and

    ii. if by fax, when transmitted, but only if, immediately after the transmission, the sender's fax machine records the correct answerback.

18. The address and fax number of a party to be served are those notified from time to time in writing to the Concessionaire's insurance broker by the Concessionaire.

19. The initial address and fax number of the Agent Bank are as follows:

    - Name & Address:
    - Fax No:
    - Attention:

20. The Agent Bank is not the agent of any party other than the Participants for receipt of any notice or any other purpose in relation to this Insurance Policy.

21. During the term of this Insurance Policy, the provisions of these endorsements may only be amended by written agreement between the Concessionaire, the Insurers, the State, the Grantor and the Agent Bank, such amendment to be endorsed on the Insurance Policy.

22. Each Insurer agrees that each provision of this Insurance Policy is severable from every other provision and is intended by it to be valid, binding and enforceable in accordance with its terms, notwithstanding any purported repudiation, avoidance or termination.

23. The provisions of these specifically negotiated endorsements override any conflicting provision in the rest of this Insurance Policy (excluding these endorsements).

24. The Insurance Policy shall be governed by and interpreted in accordance with the laws of Greece.

## Part 2B

## Insurance Endorsements for Aviation TPL (Including Construction Aviation TPL) Only

This Part of Appendix 16 shall apply to the aviation third party liability insurance cover provided under the following required insurances:

Construction Aviation Third Party Liability Insurance under [x]

Airport Aviation Owners And Operators Liability under [x]

Notwithstanding any other provision of this Insurance Policy, the following endorsement shall take effect immediately:

### 1. Interpretation

In this endorsement, the following terms shall have the below meaning:

"**Insurance Policy**" means the insurance agreement to which this endorsement is attached and into which this endorsement is incorporated in its entirety.

"**Insureds**" means the insured parties named in the Insurance Policy, collectively, and "**Insured**" means each and any of the insured parties named in the Insurance Policy.

"**Insurer**" means the insurer or insurers from time to time participating in the Insurance Policy.

"**Vitiating Act**" means any circumstances of fraud, misrepresentation, non-disclosure or any breach of warranty or condition of an insurance policy provided that the party so protected by the breach of warranty or condition has no actual constructive knowledge of, has not condoned, caused or contributed to the said act or omission.

Terms used but not defined in these endorsements have the meaning given to them in this Agreement.

**2. Separate Policy**

All the provisions of this Insurance Policy (except for those relating to limits of liability) shall operate as if there were a separate policy covering each Insured. Accordingly, the liability of the Insurers under this Insurance Policy to any one of the Insured shall not be conditional upon the due observance and fulfilment of any other Insured of the terms of this Insurance Policy and shall not be affected by any failure in the observance or fulfilment by any other Insured of any duties relating to this Insurance Policy, provided that the party so protected by the breach of warranty or condition has no actual constructive knowledge of, has not condoned, caused or contributed to the said act or omission.

**3. Interest of the Participants**

The Insurers acknowledge that the State, the Grantor, the HCAA, the Lenders and/ or the Finance Parties and its respective officers, directors, employees, secondees and assigns are each additional co-Insureds under this Insurance Policy and that the premium specified in this Insurance Policy provides consideration for their being co-Insureds.

**4. Liability for Premium**

The Insurers acknowledge that the State, the Grantor, the HCAA, the Lenders and/or Finance Parties are not liable for the payment of any premium or any other obligation owed to the Insurers under this Insurance Policy, although any such body may choose to pay the premium. This shall not relieve the Concessionaire from its obligations to pay any premium under this Insurance Policy.

**5. Disclosure**

Neither the State, the Grantor, the Agent Bank and the Lenders and/or the Finance Parties, nor their agents shall have any duty of disclosure to the Insurers in relation to this Insurance Policy. Each Insurer waives any rights it may have to disclosure of any documents, facts or information and any right it may have to avoid this Insurance Policy or recover damages or decline to indemnify any Insured on the grounds of non-disclosure (whether negligent or otherwise) by the Secured Parties (as defined under a Designated Loan Agreement (if any)) or any of them and/or any of their agents.

**6. Non-Vitiation and Waiver of Subrogation**

(a) Each of the Insurers notes and agrees that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the Insureds collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Insurance Policy and that the amount of deductibles shall not be increased as a result thereof.

(b) Subject to paragraphs (c) and (d) below and paragraph 5 above, it is further understood and agreed that the Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from an Insured in circumstances of that Insured party's fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Insurance Policy, each referred to in this clause as a **Vitiating Act**, provided that the party so protected by the breach of warranty or condition has no actual constructive knowledge of, has not condoned, caused or contributed to the said act or omission.

(c) It is however agreed that a Vitiating Act committed by one Insured shall not prejudice the right to indemnity of any other Insured who has an insurable interest and who has not committed a Vitiating Act.

(d) Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any Insured except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act, in which circumstances, except as provided in paragraph (e) below, Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.

(e) Notwithstanding paragraph (d) above, the Insurers waive all rights they may acquire against the Concessionaire through subrogation to the rights of the State, the Grantor, the HCAA, the Lenders and/or the Finance Parties.

**7. Cancellation**

Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided may only be cancelled or materially altered in a manner adverse to the additional Insureds by the giving of not less than thirty (30) days' notice, but seven (7) days or such lesser period as may be customarily available in respect of War and Allied Risks coverage in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.

**8. Changes in Cover**

The Insurers shall give the Agent Bank 45 days' notice in writing (or such lesser period (if any) as may be specified from time to time by Insurers in the case of AVN46 and AVN52G perils) before any reduction in limits or coverage, any increase in deductibles or any termination before the original expiry date of this Insurance Policy is to take effect.

**9. Amendments to Endorsement**

During the term of this Insurance Policy, the provisions of this endorsement may only be amended by written agreement between the Concessionaire, the State, the Grantor, the Insurers and the Agent Bank, such amendment to be endorsed on the Insurance Policy.

**10. Notice of Claims**

Notice of claim by the Concessionaire, the State, the Grantor or the Agent Bank or any other party entitled to indemnity under the Insurance Policy shall, in the absence of manifest error, be accepted by Insurers as a valid notification of claim on behalf of all other Insureds subject to the full terms of the Insurance Policy.

**11. Claim Payments**

The insurers will consult with the Grantor and/or the State (as applicable) in relation to any claim in circumstances where the Grantor and/or the State (as applicable) requests such consultation.

Payments made in accordance with this Clause 11 shall, to the extent of the payment, discharge the Insurers' liability to pay the Concessionaire or other claimant Insured.

All claim payments in respect of a third party liability shall be paid to person(s) whose claim(s) constitute the risk or liability insured against provided that such person has executed a discharge of all claims made against the Insureds in respect of the risk or liability in relation to which the claim was made, save in cases where (notwithstanding the policy terms to the contrary) an Insurer accepts liability to indemnify the Insured in respect of the claims or liabilities which the Insured has settled directly with the claimant, and where cash has been paid to such claimant, in which case payment under the policy of such sums shall be made in accordance with the instructions of the relevant Insured.

Any return premiums shall be paid to the Insurance Proceeds Account (as defined under a Designated Loan Agreement (if any)) or such other account as the Security Agent (as defined under a Designated Loan Agreement (if any)) directs in writing.

**12. Primary Insurance**

It is expressly understood and agreed that the Insurance Policy provides cover for the Insureds and that in the event of liability covered by this Insurance Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insureds, the Insurers will indemnify the Insured as if such other policy or policies of insurance were not in force and the Insurers waive their rights of recourse (if any) against the Insurers of other such policy or policies of insurance.

**13. Reductions in Cover**

No reductions in limits or coverages or increases in deductibles, exclusions or exceptions shall be made under the Insurance Policy, whether at the request of any Insured or otherwise, without the prior written consent of the Agent Bank. For the avoidance of doubt, this shall not affect or alter the rights of the Insurer(s) to suspend cover in accordance with the terms and conditions of the Insurance Policy, provided always that the Agent Bank is advised in accordance with paragraph 7 or 8 (as applicable) above.

**14. Notice**

All notices or other communications under or in connection with the Insurance Policy will be given by fax and post. Any such notice given by Insurers will be deemed to be given on the earlier of:

(a) if by electronic mail, when transmitted but only if the sender's computer confirms successful transmission; and

(b) if by post, within two Business Days of release from the relevant Insurer's office.

The address and email address of the Secured Parties (as defined under a Designated Loan Agreement (if any)) for all notices under or in connection with the Insurance Policy are those notified from time to time by the Secured Parties (as defined under a Designated Loan Agreement (if any)) for this purpose to the insurance broker at the relevant time. The initial address and email address of the Agent Bank is as follows:

Name & Address:

Fax No:

Attention:

**15. Role of the Agent Bank**

The Agent Bank is not the agent of any party other than the Participants for receipt of any notice or any other purpose in relation to this Insurance Policy.

**16. Disclosure**

Each Insurer confirms that it has received from the Concessionaire all information required by it material to the risks insured against by this Insurance Policy and that there is no information that has been relied on or is required by that Insurer in respect of its decision to co-insure the Secured Parties (as defined under a Designated Loan Agreement (if any)).

**17. Endorsements Override**

The terms of these specifically negotiated endorsements override any conflicting provision in the Insurance Policy.

This Insurance Policy shall not cover any direct or indirect loss or damage of an Insured where the loss or damage arises out of a failure to act, neglect, error, misrepresentation, omission, or breach by that Insured, but only if such failure to act, neglect, error, misrepresentation, omission or breach was deliberate or intentional on the part of that Insured. It is however agreed that deliberate or intentional failure to act, neglect, error, misrepresentation, omission or breach committed by one Insured shall not prejudice the right to indemnity of any other Insured who has an insurable interest and who has not committed a deliberate or intentional failure to act, neglect, error, misrepresentation, omission or breach.

**18. Governing Law & Jurisdiction**

The Insurance Policy shall be governed by and interpreted in accordance with the laws of Greece.



MG

## Part 3 Form of Broker's Letter of Undertaking

[*On Insurance Broker's Headed Notepaper*]

Date: [•]

To: [Bank] acting as the Agent Bank for [•] the State, the Grantor and the HCAA.

Dear Sirs,

**The Upgrade, Maintenance, Management and Operation of Cretan, continental Greece and Ionian Sea regional airports concession agreement (the Concession Agreement).**

We, ***[Name of Insurance Broker]***, act as insurance broker ("**Insurance Broker**") ("**we**" or "**us**") to ***[Name of Company]*** (the "**Company**"), and pursuant to instructions from them provide you with certain confirmations relating to the insurances arranged by us in relation to the above project. Accordingly we provide you with the confirmations set out below. For the avoidance of doubt, all the confirmations set out in this letter are given by reference to our state of knowledge at the date hereof and in our capacity as insurance and reinsurance broker to the Concessionaire in respect of the Insurances (as defined below).

Terms used but not defined in this letter have the meaning given to them in the Concession Agreement.

In our capacity as Insurance Broker we have arranged insurance protection in respect of the Concession evidenced by the cover notes (certified copies of which are attached to this letter) in relation to Construction All Risks insurance, Construction All Risks Delay in Start Up insurance, Construction Third Party Liability Insurance, Airport Contractor's Legal Liability insurance, Political Violence and Terrorism, Marine Cargo Insurance, Marine Cargo Delay in Start Up insurance, Project Specific Professional Liability insurance, Employers' Liability insurance, All Risks Insurance (Property Damage), Business Interruption insurance, Political Violence, Airport Owners and Operator's Liability and Employer's Liability insurance (the "**Insurances**"). We confirm that such Insurances are in full force and effect as at the date hereof. We also confirm that the relevant endorsements (the "**Endorsements**") attached as Part X (*Endorsements*) have been endorsed to the Insurances to the extent any of the clauses listed in Part X (*Endorsements*) are not already contained in the policy.

At the date of this letter, with respect to each of the Insurances we further confirm that all premiums due to date in respect of the Insurances, as applicable, have been paid.

We have arranged the Insurances on the basis of information and instructions given by the Concessionaire. We have not made any particular or special enquiries regarding the Insurance and Reinsurance beyond those we usually make in the ordinary course of arranging insurances on behalf of our clients.

**1** We confirm that:

(a) we shall arrange for the State, the Grantor, the HCAA, the Lenders and/or Finance Parties to be named as an additional insured party of the Insurances for its insurable interests.

(b) the Insurances are, to the best of our knowledge and belief, in full force and effect as evidenced by the attached policies or, failing these, the attached cover notes placed with insurers, as applicable, which as at the time of placement were reputable and financially sound. We do not, however, make any representations regarding the reputation or financial position of any captive insurer with whom the Insurances are placed, nor regarding any insurers' current or future solvency or ability to pay claims;

(c) no information disclosed by us to the insurers in relation to the Insurances was actually known by us to be inaccurate, incomplete or misleading;

(d) to the best of our knowledge and belief, (after making reasonable enquiries) there is no reason why any insurer may be unwilling or unable to honour its obligations in relation to the Insurances, or to avoid the Insurances or any claim, in whole or in part;

2 Pursuant to instructions received from the Concessionaire in connection with the interests of the Secured Parties (as defined under a Designated Loan Agreement (if any)) in the Insurances, we hereby agree:

(a) to notify you in writing:

i. as soon as reasonably practicable when we are informed of any proposed changes in the terms of the Insurances which we reasonably believe would, if effected, result in any material reduction in limits or alteration in coverage (including those resulting from extensions) or increase in deductibles, exclusions or exceptions;

ii. at least 30 business days prior to the expiry of any of the Insurances or Reinsurances if we have not received instructions from the Concessionaire to negotiate an extension or renewal, and, in the event of our receiving instructions to renew, to advise you promptly of the details thereof;

iii. as soon as reasonably practicable on becoming aware if any premium due, in accordance with the instalment regime applicable, has not been paid when due;

iv. as soon as reasonably practicable of any act or omission or of any event of which we have actual knowledge and which invalidates or renders unenforceable the Insurances in whole or in part;

v. as soon as reasonably practicable on becoming aware if any insurer cancels or gives notice of cancellation of an Insurances;

vi. as soon as reasonably practicable on becoming aware of any downgrading of the credit rating of any insurer below A- by Standard & Poor's or equivalent rating by AM Best, Moody's or Fitch or another rating as approved by the Grantor at any time if we become aware of any such downgrading;

vii. in the event of us being notified or otherwise becoming aware of an assignment or purported assignment of the Insurances;

(b) to pay to insurers all premiums received from the Concessionaire or you or for which we are liable in order to ensure that the Insurances are valid and enforceable in accordance with their respective terms;

(c) to advise the Concessionaire of the type of information which needs to be disclosed to the relevant insurer or reinsurer;

(d) pursuant to instructions to be received from the Concessionaire we shall inform you in writing as soon as reasonably practicable if we receive or give notice that we are to cease to act as insurance or reinsurance brokers to the Concessionaire for the purpose of arranging, maintaining and/or monitoring any Insurances or Reinsurances previously arranged by us;

(e) to request the insurers to have endorsed on each and every policy in respect of the Insurances as applicable, as and when the same is issued, endorsements substantially in the forms attached in Part X (*Endorsements*) to the extent any clauses listed in Part X (*Endorsements*) are not already contained in the policy;

(f) to pay to the relevant revenue account, after deduction of any fees or brokerage which are due to us in relation to the relevant Insurances but otherwise without any set-off or deduction of any kind for any reason any and all proceeds from any Insurances (except for third party liability and miscellaneous insurances) received by us from the insurers as applicable, except (i) as might be otherwise permitted in the relevant loss payable clauses set out in the endorsements set out in Part X (*Endorsements*), or (ii) as otherwise directed by the relevant Lender and/or Finance Party or the Agent Bank;

(g) to the extent to which we are required to make such documents available to the Concessionaire, to make available to you on reasonable request copies of any documents from our placing and claims files in respect of the Insurances but excluding any information that is commercially sensitive and does not relate to any claims made under the Insurances thereof, or any information which is confidential to third parties;

(h) to use our reasonable endeavours to procure their acknowledgement of receipt of any notices of assignment in relation to the Insurances and to use reasonable endeavours to have the

notices endorsed on the policies of Insurances thereof, and to provide you with true copies of such notices and endorsements;

(i) to hold all Insurance received by us to your order, free from any lien, if any, in respect of monies owing to us in respect of any insurance save for liens that secures any premium that we have paid on behalf of the Concessionaire or any claim that we have paid on behalf of the insurers;

(j) to promptly forward to you copies of any notice given by any insurer of the Concessionaire under or in respect of the Insurances; and

(k) to treat as confidential information all information supplied to us by any person for the purposes of disclosure to the insurers or reinsurers under the Insurances and not to disclose, without the written consent of that person, such information to any third party other than the insured parties under the relevant Insurances or the insurers under the Insurances in satisfaction of our undertaking in paragraph 2(a)i.

**3** The confirmations given above are subject to our continuing appointment as Insurance Brokers to the Concessionaire in relation to the Insurances concerned and the handling of claims in relation to it and subject to the relevant insurers' or reinsurers' right of cancellation or rescission of the Insurances.

**4** We hereby acknowledge that you, the State, the Grantor, the HCAA, the Lenders and/or the Finance Parties have a direct or indirect interest in all of the policies relating to the Insurances arising from their security interest in them.

**5** We hereby acknowledge that the Agent Bank is not the agent of any other party other than the State, the Grantor, the HCAA, the Lenders and/or the Finance Parties for the receipt of any notices of any other purpose in relation to this letter.

**6** For the avoidance of doubt, all the confirmations given in this letter relate solely to the Insurances. They do not apply to any other insurances, and nothing in this letter should be taken as providing undertakings or confirmations in relation to any insurance that ought to have been placed by, has been placed by or may at some future date be placed by, other parties.

**7** Our liability to you shall be limited as follows:

(a) we shall not be liable in any circumstances for (whether direct or indirect) loss of revenue, loss of opportunity, loss of profits, loss of interest, loss of anticipated savings or any indirect or consequential losses; and

(b) our aggregate liability in respect of any claim for negligence, breach of duty or other claim shall be limited to five million Euro (€5,000,000)

provided always that in respect of any claim for personal injury or death caused by our negligence, or any claim which results from our wilful default or fraudulent acts (including theft or conversion) by us, no limit shall apply.

**8** You shall not disclose this letter to any third party with the exception of your professional advisers (including legal and financial advisers). Notwithstanding that you may disclose this letter to your professional advisers, all liability to any third party to whom this letter is disclosed is hereby expressly excluded to the extent permitted by law.

**9** Except as provided in this letter, it is to be understood by you that you may not rely on any advice which we have given to the Concessionaire, and we do not represent that the Insurances or Reinsurances are suitable or sufficient to meet the needs of the Concessionaire. You are advised to take your own independent advice relating to such matters.

**10** We express no view as to the solvency or ability to pay of any of the insurers or reinsurers of the Insurances, as applicable.

**11** This letter is given by us on the instructions of the Concessionaire and with their full knowledge and consent as to its terms.

**12** This letter shall be governed by and shall be construed in accordance with the laws of Greece and any dispute as to its terms shall be submitted to the exclusive jurisdiction of the their courts.

Yours faithfully,

.....

Duly authorised, for and on behalf of
***[Name of Insurance Broker]***

[On duplicate]

We acknowledge receipt of the original of this letter and confirm our acceptance to its terms.

.....

For and on behalf of
***[Name of Concessionaire]***

We acknowledge receipt of the original of this letter and confirm our acceptance to its terms.

.....

**Agent Bank**

For and on behalf of the Participants

## Part 4
## Insurance Premium Risk Sharing Mechanism

### 1 Required Definitions

**Actual Premium** has the meaning given to it in paragraph 2(a) of this Part 4 of Appendix 16.

**Base Costs** means the premium (exclusive of Insurance Premium Tax and all broker's fees and commissions) of each respective insurance that the Concessionaire is obliged to effect in accordance with this Agreement for a Concession Year which shall be Euro (€ )[13] (Indexed) as adjusted to take into account when the Works are actually performed.

**Decrease** means a decrease to the cost of the insurance premia solely attributable to changes in the airport insurance market generally and not attributable to any increase voluntary taken by the insured to any deductible.

**Insurance Review Date** means the first anniversary of the Concession Commencement Date and each subsequent anniversary thereof.

**Increase** means an increase to the cost of the insurance premia solely attributable to changes in the airport insurance market generally and not attributable to any increase arising from the claims history of the insured or the insured permitting a state of affairs at an insured location that leads overall to a rate increase.

**Insurance Premium Tax** means any tax payable on a premium payable for an insurance.

**Insurance Report** has the meaning given to it in paragraph 2(a) of this Part 4 of Appendix 16.

**Premium Increase** means on each Insurance Review Date when the Renewal Premia at the Insurance Review Date exceed fifty per cent (50%) of the Base Costs, that part of the Increase which is greater than fifty per cent (50%) of the Base Costs.

**Premium Decrease** means on each Insurance Review Date when the Renewal Premia at the Insurance Review Date is reduced by eighty per cent (80%) of the Base Costs, that part of the Decrease which is less than eighty per cent (80%) of the Base Costs.

**Renewal Premia** means the aggregate of the proposed Actual Premium for the benchmarked insurances in respect of a Concession Year.

### 2 Setting the premia

(a) In case of a Premium Increase, the Concessionaire shall, not less than thirty (30) Business Days prior to each Insurance Review Date, deliver to the Grantor a report (the **Insurance Report**). The cost of producing the Insurance Report shall be met by the Concessionaire. The Insurance Report shall set out the premium inclusive of any Insurance Premium Tax payable for the respective insurance in respect of the next Concession Year (the **Actual Premium**) and set out in respect of the respective insurance the reasons for any difference between the aggregate Actual Premium and the Base Costs and specify any element of such difference arising from:

- changes in the European insurance market generally;
- changes in the scope and limits of indemnity of the Insurance;
- claims history;

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[13] To be filled in in accordance with the Financial Model appended in Appendix 25 of this Agreement.

- indexation adjustment; and
- any other cause.

(b) The State shall, within fifteen (15) Business Days after receipt of the Insurance Report, notify the Concessionaire of any matters in the Insurance Report with which it does not agree. If the Parties fail to agree on any of the matters contained in the Insurance Report within fifteen (15) Business Days after the State's notification pursuant to this paragraph 2(b), the Parties shall consult an independent internationally recognised insurance broker and/or law firm with experience in the insurance of major concession projects, to be jointly selected by the Parties to opine on the matters contained in the Insurance Report. The opinion of the independent internationally recognised insurance broker and/or law firm shall not be binding on the Parties. If, following the receipt of the opinion of the independent internationally recognised insurance broker and/or law firm, the Parties still fail to agree on any of the matters contained in the Insurance Report within fifteen (15) Business Days after the receipt by the Parties of the opinion of the independent internationally recognised insurance broker and/or law firm pursuant to this paragraph 2(b), such Dispute shall be resolved in accordance with Article 39 (*Dispute Resolution*).

**3 Benchmarking Adjustment**

Following either agreement between the Parties or determination pursuant to Article 39 (*Dispute Resolution*), then where there has been a Premium Increase, the State shall either:

(a) pay to the Concessionaire the Premium Increase, such payment to be effected by a decrease in the Levy on the next payment date for payment of the Levy before the date that such increased premium is payable or, if this is after the due date for payment of the increased (or decreased) premium, the State shall make payment to the Concessionaire on the date notified by the Concessionaire to the State as being three (3) Business Days before such due date; or

(b) where relevant, state that the relevant risk to which the Premium Increase relates is uninsurable in accordance with this Agreement.

Following either agreement between the Parties or determination pursuant to Article 39 (*Dispute Resolution*), then where there has been a Premium Decrease, the Concessionaire shall either:

(a) pay to the State the Premium Decrease, such payment to be effected by an increase in the Levy on the next payment date for payment of the Levy before the date that such Decreased Premium is payable or, if this is after the due date for payment of the Decreased Premium, the Concessionaire shall make payment to the Concessionaire on the date notified by the Concessionaire to the State as being three (3) Business Days before such due date; or

(b) where relevant, state that the relevant risk to which the Premium Decrease relates is uninsurable in accordance with this Agreement.

The Concessionaire shall inform the State and the Grantor, at the end of each insurance term, of any Premium Increase or Premium Decrease, if any.

## Appendix 17

## Air Navigation Services Provision Allocation Matrix

Split of responsibilities between Concessionaire and Air Navigation Services Provider (**ANS provider**), which shall be the HCAA at civil airports and HAF at Category 1 Joint Use Airports.

All of the information in column 3 is subject to Appendix 20 (*Cooperation Framework between the Hellenic Air Force (HAF), the Hellenic Civil Aviation Authority (HCAA) and the Concessionaire at Joint Use Airports*).

| 1 | 2 | 3 |
|---|---|---|
| Responsible Party | Responsibility at all Regional Airports not mentioned in column 3 | Responsibility at the Regional Airports of Aktion and Chania |
| ANS provider | Planning, financing, operation and maintenance of all air navigation equipment such as radar, VOR, DME, ILS, etc.<br><br>Operation of the airfield lighting system | Planning, financing, operation and maintenance of all air navigation equipment such as radar, VOR, DME, ILS, etc.<br><br>Planning, financing, operation and maintenance of the airfield lighting system (runway, common-use taxiways, as well as approach lighting system even outside of the Concession Site)<br><br>Operation of lighting of civil taxiways and edge lighting of the civil aprons<br><br>Markings and signage on the runway and common-use taxiways |
| Concessionaire | Planning, financing and maintenance of the airfield lighting system (runway, civil taxiways, civil aprons as well as approach lighting system adjacent to the concession perimeter)<br><br>Markings and signage on the airfield | Planning, financing and maintenance of the lighting system on civil taxiways, and edge lighting of the civil aprons<br><br>Planning, financing, maintenance and operation of the lighting system on civil aprons (flood light)<br><br>Markings and signage on civil aprons and civil taxiways |

# Appendix 18 Air Activities

## Part 1
## Facilities and services within Air Activities

The provision, operation, maintenance, repair, renewal, staffing and supervision of the following services, facilities and equipment:

Aerodrome control services (at Joint Use Airports according to Appendix 20)

Airfield (at Joint Use Airports according to Appendix 20)

Airfield lighting (at Joint Use Airports according to Appendix 20)

Airside and landside access roads and forecourts including writing, traffic signals, signage and monitoring as far as it is on the Concession Sites

Airside chapels

Apron and aircraft parking areas (at Joint Use Airports according to Appendix 20)

Apron control and allocation of aircraft stands

Arrivals concourses and meeting areas (excluding a share for purely commercial activities)

Baggage systems including outbound and reclaim and including baggage cart services

Check-in counters and concourses

Cleaning, heating, lighting and air conditioning public areas (excluding a share for purely commercial areas)

Customs and immigration halls and counters

Disabled aircraft removal within Concession Sites

Emergency services

Escalators and elevators

Facilities for the disabled and other special needs people

Fire service

Flight information and public address systems

Foul and surface water drainage (excluding a share for purely commercial activities)

General aviation terminals

Fixed ground power to aircraft (where available)

Guidance systems and marshalling

Information desks and staffing

Inter-terminal transit systems

Landscaping and horticulture

Lifts, escalators and Passenger conveyors

Loading bridges (where available)

Lost property

Aircraft noise mitigation

Passenger and hand baggage search

Piers and gate rooms

Pre-conditioned air for aircraft (where available)

Runways (at Joint Use Airports according to Appendix 20)

Safety of aircraft and vehicles

Signage

Snow clearance (at Joint Use Airports according to Appendix 20)

Staff search

Taxiways (at Joint Use Airports according to Appendix 20)

Toilets and nursing mothers' rooms (excluding a share for purely commercial activities)

Trolley service

Utilities (including electricity, gas, telecommunications and water) excluding a fair share for purely non-aeronautical activities

Waste and refuse treatment and disposal (excluding a share for purely commercial activities)

Wildlife risk management within Concession Sites

**Part 2**

**Facilities and services not within Air Activities**

Any non-aeronautical activities that do not form part of the Air Activities and which involve the provision of services, facilities or equipment at any of the Regional Airports.

The provision, operation, maintenance, repair, renewal, staffing and supervision of the following non-exhaustive list of services, facilities and equipment:

Airside lounges

Airport to/from Hotel transport services

Airside and perimeter security including access control and patrolling (subject to the HAF Memorandum of Understanding)

Amusement centres

Banks

Bureaux to Change

Business centre

Car parking

Duty free sales

Duty Paid Sales

Estate agency

Exhibitions

Free Trade Zones

Cargo consolidators/forwarders or agents

General retail shops

Aircraft Hangars

Hotels

Hotel reservation services

Locker rental

Lottery agents

Messenger services

Observation terrace

Offices

Policing and general security

Porter service

Post office

Public telephones

Restaurant, bars and other refreshment facilities

Sports/health centre

Tourist information services

Travel agency

Vehicle rental

Vending machines

VIP/Special lounges

Warehouses

Welcoming services

# Appendix 19 Variations

## 1 General

Subject to receiving the Variation Confirmation issued in accordance with the terms of this Appendix 19 and to any Permit which must be obtained or modified being so obtained or modified and subject to the other provisions of this Appendix 19, the Concessionaire is under a duty to implement a Variation. The Concessionaire is not entitled to any payment or compensation for or in respect of a Variation or a Concessionaire Variation (as the case may be) save as provided in accordance with this Appendix 19.

## 2 Variation Enquiries

2.1 A Variation Enquiry is a document issued by the State which:

(a) states on its face that it is a Variation Enquiry;

(b) states, whether it is the intention of the State that the State is to pay a capital sum in respect of the Variation or whether it is the intention of the State that the Concessionaire should seek to obtain finance in accordance with paragraph 3.1(c) of this Appendix 19; and

(c) in the case of:

(i) a State Works Variation, specifies the nature of the State Works Variation and which (if any) of the provisions of the requirements set out in Appendix 12 (*Works*) are required to be amended to accommodate the relevant State Works Variation; or

(ii) a State Service Variation, specifies the nature of the State Service Variation and what amendments are required to Airport Services and/or Performance Standards.

2.2 The State may not issue a Variation Enquiry other than in accordance with the provisions of this Appendix 19.

## 3 The Concessionaire Response to Variation Enquiry

**Preliminary Indicative Information**

3.1 Prior to giving a notice referred to in paragraph 4(a):

(a) the Concessionaire may within fourteen (14) Business Days after receipt of a Variation Enquiry:

(i) give to the State in good faith a preliminary non-binding indication of the estimated cost of implementing the Variation and provide such other information about the Variation as is available to the Concessionaire and which it believes is useful to the State; and

(ii) such information is to include the Concessionaire's estimated effect on the Imminent Works Implementation Time Schedule or on the Future Works Implementation Time Schedule;

(b) if the Concessionaire provides an indication referred to in paragraph 3.1(a) the State must within a further fourteen (14) days after its receipt confirm whether or not it wishes the Concessionaire to proceed to respond to the Variation Enquiry in accordance with provisions of paragraph 4. If the State fails to confirm whether or not it wishes to proceed within such fourteen (14) day period then the relevant Variation Enquiry shall be deemed to have been withdrawn; and

(c) in the case of a Variation Enquiry where the State has stated an intention that the Concessionaire should obtain finance, the Concessionaire must, if so required in the Variation Enquiry, use reasonable endeavours to obtain an initial non-binding response from the Lenders as to availability of finance for the Variation in advance of performing its obligations under this Appendix 19.

## 4 The Concessionaire Response

Within one (1) month of receipt of a Variation Enquiry or (if the provisions of paragraph 3.1(b) apply) within one (1) month of the State confirming that it wishes the Concessionaire to proceed with responding to the Variation Enquiry or in either case such longer period as may be agreed by the Parties or determined in accordance with Article 39 (*Dispute Resolution*) as reasonable given the nature of the Variation Enquiry and all other relevant considerations, the Concessionaire must either:

(a) give notice to the State that it objects to the Variation Enquiry stating the grounds of the objection. The Concessionaire may only object to a Variation Enquiry on one or more of the following grounds:

(i) that implementation of the Variation would materially and adversely affect the health and safety of any person; or

(ii) that implementation of the Variation would:

(A) infringe any Law; or

(B) cause any existing Permit (which is not reasonably likely, on a balance of probabilities, to be capable of modification) to be revoked or amended or have additional conditions imposed on such Permit and which would result in the Concessionaire being in breach of this Agreement; or

(C) require a new Permit which is not (using all reasonable endeavours) obtainable within a reasonable period or which is likely to be made subject to conditions and which would result in the Concessionaire being in breach of this Agreement; or

(D) have a material and adverse effect on the performance of the Airport Services (except those Airport Services which have been specified as requiring to be amended in the Variation Enquiry) in a manner not compensated pursuant to this Appendix 19; or

(E) be a departure from Good Industry Practice; or

(iii) that the State does not have the legal power or capacity to require the Variation to be implemented or to do anything envisaged by this Appendix 19 in respect of, or in connection with, the Variation; or

(iv) in the case of a Variation Enquiry where the State has stated an intention that the Concessionaire should obtain finance, the Concessionaire has performed its obligations under this Appendix 19 and that finance is not available at the date of such notice to the Concessionaire to implement the Variation; or

(v) that the Variation Enquiry does not comply with paragraph 2.1; or

(vi) that the information contained in the Variation Enquiry is inadequate to enable the Concessionaire to respond in accordance with this Appendix 19; or

(vii) that the Concessionaire's capital costs would be decreased or increased by more than 20% (in aggregate); or

(viii) that the Variation would, if implemented, result in a fundamental change in the nature or scope of the Concession; or

(ix) that the Variation would, if implemented, materially and adversely change the risk allocation of the Concession; or

(x) that the Variation would, if implemented, result in a delay to any planned completion date relating to any Works in excess of thirty per cent (30%) when aggregated with any other extensions granted pursuant to Events of Delay; or

(xi) the proposed Variation is not possible on construction, operational, engineering or other technical grounds or there is insufficient time to effect that Variation prior to the end of the Concession Period,

or

(b) give notice to the State stating:

(i) the steps which the Concessionaire proposes to take to implement the Variation giving such level of detail as is reasonable and appropriate in all the circumstances;

(ii) the Concessionaire's estimated out of pocket expenditure, any change in the operation maintenance and exploitation cost of the concession, loss of Revenues or estimated savings in respect of the Variation having regard to all relevant facts and matters, including any costs (by line item) incurred or to be incurred, and by reference to the Works Price List (where available);

(iii) whether, in the view of the Concessionaire, implementing the Variation Enquiry would be likely to prevent the completion of any Works occurring on their planned completion date (prior to any adjustment being made to such planned completion date by reason of the implementation or proposed implementation of the Variation) and, if so, giving an estimate of the extension of time likely to be required (including any further time required to obtain or amend any Permit);

(iv) any Permit which must be obtained or amended for the Variation to be implemented and the latest date by which the Concessionaire must receive a Variation Confirmation and any such Permit must be obtained or modified such date being a reasonable period of time after service of the notice by the Concessionaire under this paragraph to enable the State to consider any relevant matter;

(v) such amendments to the provisions of Appendix 6 (*Performance Measurement*) and other associated provisions of this Agreement which are necessary as a consequence of the Variation, the objective of such amendments being to ensure that (save for the obligation of the State to make payments or altered payments in respect of the Variation or any other adverse consequences for the State arising from the Variation itself) the Parties are in no better and no worse position in relation to the Concession than they would have been in if such Variation had not been implemented; and

(vi) whether, in the view of the Concessionaire, implementing the Variation, would cause the issue of any Deficiency Points, giving an estimate in each case of relief from any Deficiency Points required to put the Parties in no better and no worse position in relation to the Project than they would have been in if such Variation had not been implemented.

## 5 Finance

If the Concessionaire cannot obtain finance from the sources referred to in paragraph 3.1(c) the timetable for implementation of the Variation is to be suspended until the State either confirms that it is willing to provide finance for implementation of the Variation in accordance with paragraph 14 and instructs the Concessionaire to proceed with, or withdraws, the Variation (which the State is to decide and notify the Concessionaire within twenty eight (28) days after the notification from the Concessionaire to the State in accordance with paragraph 4).

## 6 Resolution of Disputes and Variation Confirmation

6.1 Within fourteen (14) days after receipt by the Concessionaire of the State's notice referred to in paragraph 5:

(a) if the Concessionaire has served a notice under paragraph 4(a) but the State does not accept that the Concessionaire may object to the Variation Enquiry, the matter may be referred for resolution in accordance with Article 39 (*Dispute Resolution*) and if the Dispute is resolved in favour of the State then the Concessionaire must forthwith give the notice referred to in paragraph 4(b);

(b) if the contents of the notice under paragraph 4(b) are to the satisfaction of the State it must so inform the Concessionaire and the Parties must proceed to agree or determine all the matters referred to in paragraph 4(b); or

(c) if the State wishes to consider further any matter, it may give notice to that effect to the Concessionaire provided that if no response is given under paragraph 6.1(a) the Variation Enquiry is deemed to have been withdrawn; or

(d) if any aspect of a notice under paragraph 4(b) is not to the State's satisfaction it must so notify the Concessionaire and specify the alterations to the notice which it would require in order to be so satisfied.

6.2 If the State has given a notice referred to in paragraph 6.1(d) then, unless agreement has been reached with the Concessionaire within a further fourteen (14) days from the date of issue of that notice (in which case the State must proceed pursuant to paragraph 6.1(a)) or the State withdraws the Variation Enquiry, the outstanding Dispute is to be referred for resolution in accordance with Article 39 (*Dispute Resolution*) to be determined (if the State so requires it) concurrently with any matter referred to in paragraph 9. In seeking to reach agreement and/or in so determining a Dispute pursuant to this paragraph or to paragraph 6.1(a) the criterion to be applied to resolve any such Dispute (except where another criterion or other criteria are expressly or by implication stated in this Appendix 19) is that the Concessionaire is to be in no better or no worse position in relation to the Concession after the Variation is implemented than it would have been in had the Variation not been implemented.

6.3 The Parties shall meet and seek to agree the matters referred to in paragraph 4(b) in relation to the Variation, failing which agreement being reached in a reasonable period of time, either Party may refer any matter for resolution in accordance with the Dispute Resolution Procedure. The matters to be agreed or determined are without limitation:

(a) in relation to the terms of the Variation:

(i) any alteration to any planned completion date of any Works;

(ii) the Capital Expenditure required to implement the Variation or saved by such implementation and any costs or expenditure recoverable by the Concessionaire and/or any out of pocket costs or expenditure to be met by the State under this Appendix 19 each, by reference to the Works Price List where available, in connection with or as a consequence of the Variation and the timing and method of payment thereof;

(iii) the specification of any State Service Variation (including any further State Service Variation) required in connection with the Variation and whether the Concessionaire has any right to object to such State Service Variation under the provisions of this Appendix 19;

(iv) any alteration to the Levy pursuant to the provisions of paragraph 7;

(v) any amendment to the provisions of this Agreement or any Concession Document;

(vi) any relief to be granted to the Concessionaire in respect of any Deficiency Points; and

(vii) any other matter arising under paragraph 4(b) on which the Parties are unable to reach agreement,

in each case occasioned by the Variation; and

(b) the terms of a supplementary agreement under which:

(i) as required to give effect to the Variation in each case, the requirements set out in Appendix 12 (*Works*) are amended (in respect of any Variation); and/or provision is made for the amendment of the Designs; and/or the Airport Services, the Performance Standards or Service Quality Standards are amended in respect of any Variation; and

(ii) the matters referred to in paragraph (a) are fully recorded and given effect as amendments to and/or other variations to the provisions of this Agreement and/or such other documentation as is necessary.

## 7 State Funding Information

7.1 The State must upon request from the Concessionaire provide information to the Concessionaire to show how the Levy may vary and/or any Capital Expenditure payable in accordance with paragraph 6.3(a) is to be funded by the State.

7.2 Upon the agreement or determination of all the matters referred to in paragraph 6.3, and upon any State Permit and/or the Concessionaire Permit having been modified or obtained, in accordance with paragraph 4 in terms reasonably satisfactory to the Concessionaire and the State, and upon the provision by the Concessionaire to the State of evidence reasonably satisfactory to the State of the availability of committed funding for the Variation (subject only to any condition relating to the issue of the Variation Confirmation pursuant to this paragraph), the State must, by notice (a **Variation Confirmation**) confirm the Variation. Upon the issue of the Variation Confirmation, the Parties shall enter into the supplementary agreement referred to in paragraph 6.3(b), subject to and conditional upon any relevant funding procured by the Concessionaire becoming unconditionally available for drawdown to the Concessionaire.

7.3 Upon the Variation Confirmation being issued and the supplementary agreement referred to in paragraph 6.3(b) becoming unconditional in all respects the relevant Variation is to be a Qualifying Variation and the rights and liabilities of the Parties under this Agreement are construed accordingly.

## 8 Consent and Variations

If it is not possible to obtain any such Permit as is referred to in paragraph 4 by the latest date when a Variation Confirmation could be given with regard to the Variation in question in accordance with the notice by the Concessionaire pursuant to paragraph 4(b)(iv), the Variation Enquiry is deemed to be withdrawn and the provisions of paragraph 6.2 apply accordingly. In relation to a the Concessionaire Variation, if it is not possible to obtain any such Permit as is referred to in paragraph 4 in relation to a the Concessionaire Variation then the relevant Concessionaire Variation Notice shall be deemed withdrawn and the provisions of paragraph 6.3 shall apply.

## 9 Valuation of Variations

### State Works Variations

9.1 The provisions of Appendix 23 (*Financial Adjustments*) shall apply in respect of State Works Variations so that, subject to the other provisions of this Agreement providing for the adjustment of any amount payable under this Agreement, the Capital Expenditure used to assess the effect of the Qualifying Variation in respect of the State Works Variation is to be:

(a) the proposed amount of Capital Expenditure in respect of the State Works Variation specified in the Concessionaire's notice under paragraph 4(b); or

(b) (if that sum was not agreed by the State) the corresponding sum in respect of that State Works Variation which was agreed by the State and the Concessionaire or determined in accordance with Article 39 (*Dispute Resolution*).

**State Service Variations**

9.2 The provisions of Appendix 23 (*Financial Adjustments*) shall apply in respect of State Service Variations so that the variation in the Concessionaire's costs used to assess the effect of the Qualifying Variation is the actual variation in costs which the Concessionaire is to incur in order to implement the State Service Variation (whilst preserving (but not increasing) any margin charged by the Concessionaire on its costs). The Concessionaire must disclose to the State the costs to date of providing the Airport Service to which the State Service Variation relates together with a computation of the variation in its costs resulting from the State Service Variation, taking into account among other things:

(a) existing labour rates applying to providers of services which correspond to the service to which the State Service Variation relates, in the open market;

(b) the changes in the Airport Services or Performance Standards and any other variations or amendments to this Agreement arising out of the State Service Variation;

(c) any change in risk transfer;

(d) changes in working methods including associated capital investment (and the costs of providing such capital) reasonably required to be made by the Concessionaire; and

(e) any loss of revenue.

9.3 If the State Service Variation would result in any employees of the Concessionaire and/or the relevant Subcontractor becoming redundant, the costs of any redundancy payments which require to be paid to each such employee and the terms and conditions of their employment must be paid by the State to the Concessionaire in the contract month in which redundancy occurs save to the extent that such redundancy payments have been increased by reason of any failure by the relevant employer to act reasonably so as to minimise such payments (including any failure to take reasonable efforts to re-deploy such employees within the business of the Concessionaire).

## 10 Withdrawal

The State may withdraw a Variation Enquiry at any time prior to the issue of a Variation Confirmation, or, in the case of a Variation which requires the obtaining of, or an amendment to any Permit, the date when the last such Permit is granted, whichever is later. In the case of a withdrawal or deemed withdrawal of any Variation Enquiry pursuant to this Appendix 19 the State must pay the Concessionaire all out of pocket expenses reasonably and properly incurred by the Concessionaire in connection with the Variation.

## 11 General Principle

11.1 The Concessionaire must use reasonable endeavours to obtain finance from the Lenders for any Capital Expenditure required in respect of a Variation in accordance with the other paragraphs of this Appendix 19.

11.2 The Concessionaire is not required to take any steps to obtain finance beyond those contemplated in paragraph 3.1(c). If within twenty one (21) days (or such longer period as the Concessionaire may decide which cannot, in any event, exceed forty two (42) days) after the Concessionaire has initiated discussions with the Lenders, confirmation has not been obtained from the Lenders that they are prepared to enter into their respective credit processes with a view to obtaining credit approval to finance the Variation, the Concessionaire must notify the State reporting on the response received from the Lenders. Within twenty eight (28) days after receiving such notice the State must:

(a) subject to the provisions of this Appendix 19, instruct the Concessionaire to proceed with development of the Variation on the basis that the State makes payment to the Concessionaire in accordance with paragraph 14 in respect of the expenditure incurred and any increased cost of funding due to any delay to the planned completion date of the relevant Works (as applicable) agreed or determined pursuant to this Appendix 19; or

(b) withdraw the requirement for the Concessionaire to implement the Variation in accordance with the provisions of this Appendix 19, and the State makes payment to the Concessionaire for all out of pocket expenses reasonably and properly incurred by the Concessionaire in connection with the Variation.

## 12 Funding Shortfalls

12.1 If the Concessionaire cannot obtain finance for any part of Capital Expenditure required in respect of a Variation (the **Funding Shortfall**) from the sources referred to in paragraph 3.1(c) and such Capital Expenditure exceeds one hundred thousand Euro (€100,000) (Indexed) then, at the State's request, the Concessionaire must use all reasonable endeavours to procure such finance on such reasonable terms as are available to it. The use of reasonable endeavours includes the preparation of an appropriate business plan in respect of the business of the Concessionaire as affected by the Variation to demonstrate the ability of the Concessionaire successfully to implement the relevant financing strategy in respect of the Funding Shortfall. For the avoidance of doubt, all the costs incurred by the Concessionaire (both internal and external) following the State's request under this paragraph 12 will be paid by the State as they are incurred.

12.2 If having used reasonable endeavours for a period of no less than eighty four (84) days (or such shorter period as may be reasonable in all the circumstances) after the determination of the amount of the Funding Shortfall, the Concessionaire cannot obtain such finance on terms reasonably satisfactory to the Concessionaire and the State then it must notify the State reporting on the activities it has undertaken in seeking finance. Within twenty eight (28) days after receiving such notice the State must:

(a) subject to the provisions of this Appendix 19 instruct the Concessionaire to proceed with development of the relevant Variation on the basis that the State is to make payments to the Concessionaire in respect of the Funding Shortfall in accordance with paragraph 12.2; or

(b) withdraw the requirement for the Concessionaire to implement the relevant Variation in accordance with the provisions of this Appendix 19 all out of pocket expenses reasonably and properly incurred by the Concessionaire in connection with the Variation.

## 13 Payment of capital sum by the State

Where pursuant to any provision of this Appendix 19 the State is to pay a capital sum in respect of a Variation:

(a) the State and the Concessionaire are to agree:

(i) a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by the Concessionaire in carrying out the Variation to the extent borne by the State providing for these costs to be calculated and certified on a monthly basis and determined by reference to the Works Price List (where available) after taking into account a reduction of the prices set out therein; and

(ii) where payment for part of the Variation reflects the carrying out of, or specific progress towards, an element within the Variation, an objective means of providing evidence confirming that the part of the Variation corresponding to each occasion when payment is due under the payment schedule appears to have been duly carried out,

(such payment schedule and evidence to be determined in accordance with Article 39 (*Dispute Resolution*) in the event of the State and the Concessionaire failing to agree as to its terms) provided that where all or any part of the Variation is being carried out by a third party under a contract with the Concessionaire, subject to the terms of any contract between the Concessionaire and that third party in relation to the implementation of the Variation having been approved by the State (such approval not to be unreasonably withheld), the process under Article 39 (*Dispute Resolution*) may not determine a payment schedule or evidence which would not enable the Concessionaire to be funded by the State in time to make payments to that third party in accordance with its contract with the Concessionaire;

(b) the State must make payment to the Concessionaire within one (1) month after receipt by the State of invoices presented to the State (in all material respects) in accordance with the agreed payment schedule (as the case may be, varied by agreement from time to time) accompanied by the relevant evidence (where applicable) that the relevant part of the Variation has been carried out; and

(c) if payment is not made in accordance with paragraph 13.1(b), the State is to pay interest to the Concessionaire on the amount unpaid from the date one (1) month after receipt of the relevant invoice until paid at the Reference Interest Rate.

## 14 General

The Concessionaire Variations in Works and Airport Services

(a) If the Concessionaire wishes to introduce a change in the Works and/or Airport Services it must serve a Concessionaire notice of variation on the State with a copy to the Independent Engineer in the case of a Works Variation;

(b) The Concessionaire Notice of Variation must:

(i) set out the proposed change in the Works or Airport Services in sufficient detail to enable the State to evaluate it in full;

(ii) specify the Concessionaire's reasons for proposing the change in the Works or Airport Services;

(iii) request the State to consult with the Concessionaire with a view to deciding whether to agree to the change in the Works or Airport Services and if so, what consequential changes to the Works or Airport Services the State requires as a result;

(iv) indicate any implications of the change in the Works or Airport Services;

(v) indicate, in particular, whether an adjustment to the Levy and/or the Concession Fee is proposed (and, if so, give a detailed cost estimate of such proposed change); and

(vi) indicate if there are any dates by which a decision by the State is critical.

(c) The State shall evaluate the Concessionaire's proposed change to the Works or Airport Services, taking into account all relevant issues, including whether:

(i) the change affects the quality of the Works or Airport Services or the likelihood of successful delivery of the Works or Airport Services;

(ii) the change will interfere with the relationship of the State and/or the Grantor with third parties;

(iii) the financial strength of the Concessionaire is sufficient to perform the changed Works or Airport Services;

(iv) the change affects the risks or costs to which the State and/or the Grantor is exposed; or

(v) the residual value of the assets used in the Concession and/or facilities are reduced.

(d) As soon as practicable after receiving the Concessionaire Notice of Variation, the Parties shall meet and discuss the matter referred to in it. During their discussions the State may (acting reasonably) propose modifications or may, subject to paragraph 14(i), in its absolute discretion either accept or reject the Concessionaire Notice of Variation.

(e) If the State accepts the Concessionaire Notice of Variation (with or without modification) the relevant change in the Works or Airport Services shall be implemented in accordance with its

terms and the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Agreement or any relevant Concession Documents which are necessary to give effect to the change in the Works or Airport Services.

(f) If the State rejects the Concessionaire Notice of Variation, it shall give its reasons for such a rejection and if the rejection is not challenged by the Concessionaire, or if it is challenged by the Concessionaire and the rejection is upheld by the Dispute Resolution Procedure then the Concessionaire shall not be entitled to implement the Concessionaire Notice of Variation. If a Concessionaire Notice of Variation is accepted (with or without modification) or the Concessionaire Notice of Variation is accepted as a result of the Dispute Resolution Procedure then paragraphs 11 to 13 shall apply as relevant.

(g) Unless the State's and/or the Grantor's acceptance specifically agrees to a decrease in the Levy and/or the Concession Fee, there shall be no decrease in the Levy and/or the Concession Fee as a result of a change in the Works or Airport Services proposed by the Concessionaire.

(h) If the change in the Works or Airport Services results in an actual net saving to the Concessionaire in carrying out the Works or in performing the relevant Airport Services in any Concession Year (**Net Service Saving**), then the Levy payable in that Concession Year shall be increased by an amount equal to fifty per cent (50%) of the Net Service Saving applicable to that Concession Year.

(i) The State shall not be entitled to reject a change in the Works:

(i) which is required in order to conform to a Change in Law;

(ii) which is required in order for the Concessionaire to comply with the Law and/or any State Permits and/or the Concessionaire Permit;

(iii) where the Concessionaire has demonstrated to the reasonable satisfaction of the State that such change to the Works does not adversely affect the quality, nature and extent of the Works from that set out at Appendix 12 (*Works*) and where the Concessionaire has demonstrated to the reasonable satisfaction of the State that such a change to the Works shall not affect the Imminent Works Implementation Time Schedule; and

(iv) which does not adversely affect the risks or costs to which the State and/or the Grantor is exposed.

(j) The State shall not be entitled to reject a change in Airport Services:

(i) which is required in order to conform to a Change in Law; or

(ii) which is required in order for the Concessionaire to comply with the Law and/or any State Permits and/or the Concessionaire Permit.

(k) The costs of introducing a change to the Works resulting from a Qualifying Change in Law (including any resulting adjustment to the Levy and, if applicable, the Concession Fee) shall be dealt with in accordance with Article 41 (*Applicable Law - Change in Law - Language*) and to the extent not dealt with shall be borne by the Concessionaire.

## 15 Withdrawal

The Concessionaire may withdraw a Concessionaire Notice of Variation at any time.

# Appendix 20
## Cooperation Framework between the Hellenic Air Force (HAF), the Hellenic Civil Aviation Authority (HCAA) and the Concessionaire at Joint Use Airports

### 1 Introduction

The purpose of this Annex is:

(a) To demarcate the remit of (i) the Concessionaire and (ii) the HAF and HCAA as agents of the Greek State, in relation to Joint Use Airports which are within the scope of the Concession Agreement.

(b) To specify the provisions of the Concession Agreement relating to the rights and obligations of the Concessionaire and the Greek State concerning financing, upgrades to, maintenance of and running of the said Airports; and

(c) To demarcate the framework of cooperation and coordination of activities between the Concessionaire and the said agents of the Greek State, in relation to Joint Use Airports.

### 2 Definition of Joint Use Airports

Joint Use Airports which are within the scope of the Concession Agreement are divided into categories based on the existing operational plan and use thereof by the HAF and the plans for potential future development of further HAF activities at those airports. The categories which exist are listed below:

**Category 1:** Airports with a high level of HAF activity, which include the airports of Chania and Aktion.

**Category 2:** Airports with a limited level of HAF activity, which include the airports of Thessaloniki and Kavala.

Note that the airports of Thessaloniki and Kavala are included in the NATO plan and the relevant obligations thereunder apply.

Following a recommendation from the HAF it will be possible to change the category to which a Joint Use Airport belongs from a Category 1 to a Category 2 airport. Where such a change in categorisation impacts on the Airport Services provided by the Concessionaire or the Works, these will be treated as State Services Variations or State Works Variations as appropriate, based on the provisions of Article 42 (*Variation Procedure*) and Appendix 19 (*Variations*) of the Concession Agreement.

### 3 Scope of Concession

3.1 At Category 1 Joint Use Airports, the Concessionaire will only be conceded the task of upgrading, running, maintaining and operating the terminal and grounds, the civilian aircraft parking areas and grounds, any taxiways used exclusively by civilian aircraft (which connect the civilian aircraft parking areas with the rest of the network of taxiways / runways at the airport) and the car parks. In special

cases, following approval from the HAF, space which is not needed for HAF activities that could be used to expand the terminal and/or the aircraft / car parking areas may also be conceded.

3.2 The joint facilities that are not conceded will be maintained and operated exclusively by the HAF.

3.3 All infrastructure will be conceded to the Concessionaire at Category 2 Joint Use Airports. In all events it must be made clear that the areas today occupied by the HAF at such airports will continue to be the exclusive responsibility of the HAF, including the parking areas for military, transport and/or fire-fighting aircraft, the command centre, HAF support units, HAF runways, the squadron fencing, in line with the survey diagrams referred to in paragraph 3.4 below. The HAF will be able to use the runways and taxiways that are of the responsibility of the Concessionaire free of charge and any relevant services will be provided by the Concessionaire.

3.4 The survey diagrams referred to in Appendix 3 (*Concession Site Plans*) clearly show the segregation between the area within HAF's remit and that within the Concessionaire's remit at each Joint Use Airport, in line with the principles set out above.

## 4 Aerodrome Certification

4.1 The airports shall be certified by the HCAA, as the competent authority, based on the relevant legislation and the regulations governing it. Any costs incurred during initial certification of all Joint Use Airports shall not burden the Concessionaire or HAF's budget and shall be paid by the Greek State in accordance with the specific provisions of this Concession Agreement (Article 17 (*Permits*)).

4.2 The Concessionaire shall be responsible at Joint Use Airports for obtaining the relevant Aerodrome Certificate issued in accordance with point 4.1 above by the HCAA and retaining it in effect, in accordance with the specific provisions of this Concession Agreement (Article 17 (*Permits*)). In this case, the HAF shall provide the Concessionaire with all information, documents, reports and data relating to the part of the Airport within its remit which is considered necessary in accordance with the relevant legislation for issuing and retaining in effect the relevant Aerodrome Certificate. Classified information relating to national defence and security is excluded from this obligation.

4.3 To the extent that there exist systems which are necessary for military aircrafts' flights but do not comply with the legislation regulating civil aviation flights or pose problems in the certification process for Joint Use Airport(s), HAF and HCAA, following consultation also with the Concessionaire, will seek a mutually agreed technical solution that will purport to tackle such problems preserving at the same time the functionality of such systems that are necessary for the conduct of military aircrafts' flights. Settlement of the relevant expenditure shall be done in accordance with paragraph 4.1 above.

## 5 Environmental authorisation and liability

5.1 Compliance with Environmental Requirements at each Joint Use Airport shall, among other things, include submitting an annual report on environmental strategy and an environmental management plan to the Ministry of Environment & Energy, notified to the HAF and the HCAA, in accordance with the specific provisions of this Concession Agreement. The Environmental Management Plan shall form the basis for monitoring and managing waste, water, rainwater run-off, ecosystems, and bird

strike control systems, and for monitoring air quality and noise and the carrying of radioactive and other dangerous materials, waste collection, and protection from electromagnetic radiation, etc. Permanent monitoring systems may need to be installed at each Airport in accordance with the Environmental Requirements. Moreover ICAO Manual: Airport Planning Manual (Doc 9184) – Part 2 Land Use and Environmental Control supplements ICAO Annex 14 and provides guidelines on environmental protection at airports. The airport operating manual includes airport provisions on pollution prevention and control (procedures, actions, competent officers, suitable means, etc.).

5.2 The following rules apply in relation to Environmental Permits (as defined in this Concession Agreement) for Category 1 Joint Use Airports:

(a) The Concessionaire shall be responsible for civilian operations at the airport, infrastructure and activities within its remit, in accordance with the provisions of paragraph 3.1 above. Those activities must be covered by an environmental authorisation which the Concessionaire is responsible for keeping in effect, in accordance with the specific provisions of this Concession Agreement.

(b) Infrastructure that remains within the remit of the HAF, but which is also used by the Concessionaire to operate the airport (such take-off and landing runways) shall be included in the environmental authorisation for running the civilian side of the airport.

(c) New works or changes to existing works that fall within the remit of the HAF in accordance with the provisions of paragraph 3 above, shall be excluded from the environmental authorisation procedures in accordance with article 1(2) of law 4014/2011 provided that are intended for national defence purposes.

(d) In the case of joint civilian and military works, environmental authorisation shall be required to construct the works and for the civilian aspects of operating them. In cases where it is not clear whether the relevant procedures must be complied with, the opinion of the competent Special Environment Service must be requested. The relevant authorisation procedure must be conducted by the Concessionaire with the assistance of the HAF, if required, unless the two sides come to other arrangements.

5.3 In short, the Concessionaire shall be responsible for retaining Environmental Permits in force and for complying with the Environmental Requirements, in relation to infrastructure within its remit and for which it is responsible and for civilian use of the airport overall. In order to implement/comply with some of the Environmental Requirements that apply to areas and infrastructure that remain within the remit of the HAF, responsibility for complying with the Environmental Requirements shall lie with the HAF, excluding the civilian side of things, unless the two sides come to other arrangements. If the Concessionaire's or HAF's activities do not have any clear, discrete impact on environmental factors, the relevant issues shall be jointly clarified by the parties in collaboration with each other, as appropriate, in accordance with paragraph 5.2(d) above and in accordance with the relevant legislation.

5.4 At Category 2 Joint Use Airports, responsibility for Environmental Permits and for complying with the Environmental Requirements lies with the Concessionaire in accordance with the provisions of this Concession Agreement.

## 6 Priority Use and Service Levels

**6.1** Joint Use Airports must facilitate both civilian aviation transport needs and the operational needs of the HAF without impediment.

The necessary plans and/or works must be in place at these airports relating to:

(a) the infrastructure required;

(b) human resources and airport operations; and

(c) communication, navigation and surveillance (CNS) systems,

so that there are no barriers or distortions to how the operational needs of the HAF are met, and how demand for civil aviation transportation needs are met.

### 6.2 Infrastructure

6.2.1 The HAF shall ensure that the infrastructure needed at Category 1 Joint Use Airports, in line with Table A of Appendix 5 (*Airport Services*) of this Concession Agreement, is operated and maintained in line with the Specifications in paragraph 9 below and upon payment by the Concessionaire of the remuneration provided in paragraph 10 below.

6.2.2 Where the Concessionaire wishes to upgrade the operational features of joint infrastructure at a Category 1 Joint Use Airport which falls within the remit of the HAF in accordance with paragraph 3.2 above, it may undertake work itself at own cost, only if it obtains approval for that from the HAF and HCAA after submitting a work proposal. The work will be carried out in accordance with the specific provisions of Appendix 12 (*Works*) and Appendix 19 (*Variations*) of this Concession Agreement applicable to Concessionaire Variations. Where the said provisions require the HCAA to do anything, the involvement of the HAF shall also be required.

6.2.3 The Concessionaire may request in its proposal referred to in paragraph 6.2.2 above that the relevant part of construction cost it bears for the work to upgrade the operational characteristics of the infrastructure be depreciated year-by-year for a period equal to the useful life of the relevant works, with a corresponding reduction in the amounts which must be paid each year to HAF as a percentage of the landing fees in accordance with the table in Article 10.1 below. The HAF will decide on that request, taking into account the necessity for such works, as well as any reductions in operating and maintenance costs for the infrastructure to be upgraded, as a result of the relevant work, and will notify its position and grant any approval in accordance with the procedure referred to in paragraph 6.2.2.

6.2.4 The Concessionaire shall ensure that the infrastructure required at Category 2 Joint Use Airports is operated and is maintained in line with the Specifications referred to in paragraph 9 below. Where the HAF wishes to upgrade the operational characteristics of a Joint Use Airport of this category, it will seek together with HCAA and following consultation with the Concessionaire a mutually accepted

technical solution within the framework of the current memorandum of cooperation existing between HAF and HCAA together with the settlement of the relevant expenditure and it shall do so in accordance with the specific provisions of Appendix 19 (*Variations*) of this Concession Agreement applicable to State Variations.

6.2.5 Each year the HAF, the HCAA and the Concessionaire shall jointly assess the current state of infrastructure, including layed surfaces, in order to regularly evaluate that they are operating properly and are safe.

6.3 **Procedures**

6.3.1 The framework for providing air traffic control services at civil and military airports, to civil and military aircraft is set and is laid down in the aeronautical manual AIP – Greece and MAIP in line with the applicable legislation, including the Regulations (EC) on the creation of the Single European Sky (Regulations 549/2004 to 552/2004).

6.3.2 The provision of air traffic management (ATM) services at Chania and Preveza/Aktion Airports, and within Andravida, Preveza, Souda military terminal areas (**MTMAs**), as published in AIP – Greece and MAIP, is the responsibility of the HAF, which will provide an equivalent level of services taking into account the operational rules of the European Aviation Safety Agency, for air traffic management (**ATM**) and air traffic flow management (**ATFM**) applicable for civil aviation. The Greek State shall pay the HAF a price for these services and also for the services set out in detail in paragraph 6.3.3 below.

6.3.3 The following specific matters are regulated:

(a) The aircraft movement area, Aircraft traffic – and the Airport Pavement Management System, Pavement Condition Index, Pavement Classification Number etc.

(b) Wildlife hazard management

(c) Obstacle Clearance Control

(d) Communication, navigation and surveillance (CNS) systems

(e) Visual approach aids (VASIS, PAPI, etc.)

In accordance with the points published in AIP Greece.

(f) Inspections, checks and safe operation of Airports

(g) Readiness, including management of maintenance, preventative maintenance and power supply requirements.

6.3.4 As far as Category 1 Joint Use Airports are concerned, all the points referred to in paragraph 6.3.3 are within the remit of the HAF (or the HCAA as appropriate depending on who the relevant equipment belongs to) which must comply with the Specifications laid down in paragraph 9 below.

6.3.5 As far as Category 2 Joint Use Airports are concerned, the HAF (or the HCAA as appropriate) shall be responsible for the points made in paragraph 6.3.3(c), and (d), which must comply with the Specifications laid down in paragraph 9 below. The same shall also apply to navigation visual aids

(signage, obstacle lights) provided that they are not located in or in contact with the airport grounds. The Concessionaire shall be responsible for the others in accordance with the Specifications laid down in the Concession Agreement.

6.4 **Aeronautical aids/equipment**

6.4.1 Issues relating to aeronautical aids/equipment, procedures and human resources associated with Air Traffic Management, regulating the use of landing and take-off runways and regulating air traffic within the airport which may relate not just to the Joint Use Airports but also other Regional Airports affected by the air space arrangements within HAF's remit, lie within the remit of the HAF, and the Greek State shall pay a price to HAF for them. In all events it should be made clear that where HCAA currently has the remit for these issues rather than HAF, the HCAA shall have responsibility vis-à-vis the Concessionaire and not the HAF.

6.4.2 The air navigation services provided by the HAF's air traffic control unit shall take into account:

(a) The provisions of Annex B of Regulation (EC) No 1108/2009 on air traffic management and air navigation services, concerning "essential requirements for ATM/ANS and air traffic controllers";

(b) The performance scheme for the general ATM programme contained in Commission Implementing Regulation (EU) No 390/2013 laying down a performance scheme for air navigation services and network functions; and

(c) The planned level of service quality in association with the airport capacity statement.

6.4.3 In order to improve air traffic services at the MTMAs at Chania and Andravida airports, the Communication and Surveillance Sectors need to be modernised by acquiring the following systems:

(a) Wide Area Multilateration System (WAM) / Automatic Dependent Surveillance –Broadcast (ADS-B) at the Chania and Andravida airports, including an appropriate number of ground relays/remote stations, (maximum four (4) ground relays/remote stations per MTMA) to cover the entire terminal area (MTMA) and the necessary terminal equipment, per Service, for the Chania – Andravida Approach Control Centres (APP) and the Chania, Andravida, Kefallinia, Araxos and Zakinthos Aerodrome Control Towers up to a maximum of ten (10) air traffic controller working positions per MTMA. These systems will provide a capability equivalent to installing a single Secondary Surveillance Radar in each MTMA and should collaborate with the HCAA's communication, navigation and surveillance (CNS) systems. Data communication links between the above mentioned Approach Control Centres and the Aerodrome Control Towers, as well as land acquisition/leasing/expropriation and connection works to the public utility networks for all ground relays / remote stations are excluded from the scope of the works.

(b) Voice Communication System (VCS) at the Approach Control Services (APPs) and Aerodrome Control Towers of Chania, Andravida, Kefallinia and Zakinthos airports, depending on the capacity of the frequencies being managed and the number of air traffic

controller working positions to be created at each Approach Control Centre and each Aerodrome Control Tower, respectively and up to a maximum of eight (8) working positions.

(c) Advanced Surface Movement Guidance and Control System (A-SMGCS) or an equivalent capability provided by a multilateration system for providing Routing, Guidance, Surveillance and Control of aircraft and vehicles within the grounds of Chania airport, with appropriate terminal equipment at the Aerodrome Control Towers.

The Concessionaire shall be responsible for supplying the said systems in accordance with the technical specifications and operational requirements that will be issued by the HAF, for covering the cost thereof and for providing initial training for staff which will be required in order to operate and use those systems, up to a maximum of fifty (50) persons.

Upon commissioning of the systems described in paragraphs 6.4.3(a), (b) and (c) above, the HAF will take them over and be responsible for their operation and maintenance.

6.5 **Service Level Required and General Provisions**

6.5.1 Where there are changes to the body responsible for ATM and/or for regulating use of the landing/take-off runways and/or regulating air traffic within the airport, including the matters referred to in paragraph 6.3 above, for any operational or other reasons, involving a switch between the HAF and HCAA or other agency of the Greek State, those changes shall be promptly notified to the Concessionaire and shall be binding on it.

6.5.2. In implementation of the Greek State's obligations contained in paragraph 4.3.2(k) of the Concession Agreement, in light of all the points contained in paragraphs 6.2. to 6.4 above and having regard to the fact that the Concessionaire will procure the equipment referred to in paragraph 6.4.3 and the fact that a period of two (2) years will elapse in order to commission that equipment and familiarise HAF staff with it, the HCAA and HAF will collaborate so that it is possible to fully handle air traffic demand, taking into account the capacity set aside to meet the HAF's operational requirements, in the light of flight safety. If that cooperation gives rise to the need for new investments in infrastructure, procedures and/or equipment, those investments must be made by the Greek State.

6.5.3. Aircraft Needed for Defence shall have priority when it comes to using airspace and airports.

Aircraft Needed for Defence are those which are involved in missions to safeguard national defence and security and to meet obligations deriving from international defence agreements. This category specifically includes:

(a) Combat aircraft for national and allied purposes

(b) Aircraft participating in publicised national, NATO and multinational drills.

6.5.4. In addition to the defence aircraft referred to in paragraph 6.5.3 the following aircraft will also have priority in using the air space and airports in accordance with international regulations:

(a) VIP aircraft in accordance with the provisions of AIP Greece.

(b) Aircraft participating in airlifts.

(c) Aircraft involved in fire fighting

(d) Aircraft involved in search and rescue operations.

Other civilian and military aircraft traffic should be handed in accordance with the procedures specified by ICAO.

## 7 Rescue and fire fighting services

7.1. The required level of rescue and fire fighting services at civilian airports is specified in Annex B of the Aerodromes Regulation 2014, while for HAF airports of all categories, there are different specifications in the aeronautical manuals AIP – Greece and MAIP.

7.2. At Category 1 Joint Use Airports the responsibility for providing rescue and fire fighting services for incidents involving civilian aircraft will lie with the Concessionaire, supported by the HAF in its capacity.

The Concessionaire shall be responsible for providing special mobile equipment/vehicles which the HAF (within the framework of its subsidiary role) and/or the Hellenic Fire Brigade may reasonably require to meet the needs of civil aviation flights.

7.3 At Category 2 Joint Use Airports responsibility for providing rescue and fire-fighting services will lie with the Concessionaire in accordance with the relevant provisions of the Concession Agreement, apart from incidents which only involved HAF aircraft, which the HAF will be responsible for dealing with, with the assistance of the Concessionaire, where required, under the conditions laid down in the Airport Manual.

7.4 The Concessionaire -in collaboration with the HAF and possibly the Hellenic Fire Brigade which may be involved- shall prepare and publish the necessary guidelines (manuals) and put in place an Airport Fire Safety – Rescue Plan, an Airport Emergency Plan which is suitable for local needs, in accordance with the provisions of the Aerodromes Regulation 2014 and other applicable regulations.

## 8 Securing the airports from illegal acts

8.1 The Concessionaire in collaboration with the HCAA, the Hellenic Police and the military authorities shall prepare an Airport Security Plan for each Joint Use Airport in accordance with the provisions of European and national law, including the national civil aviation security regulations applicable from time to time, and shall submit it to the HCAA for approval.

8.2 Responsibility for guarding the perimeter of the airport and for guarding access to it shall be shared by the HAF and the Concessionaire, depending on the remit of each, based on the relevant survey diagrams referred to in paragraph 3.4 above. The allocation of responsibility for other security requirements, as these are provided in the relevant applicable national and European legislation, shall be laid down in the relevant Airport Security Plan referred to in paragraph 8.1 above, after discussions between the HAF, the HCAA and the Concessionaire, and having taken into account the remit of the HAF and the Concessionaire in accordance with paragraph 3.4 above.

## 9 Category 1 Joint Use Airport Operating and Maintenance Specifications

9.1 In order to maintain and operate existing facilities/infrastructure at Category 1 Joint Use Airports, the existing regulations and acceptable texts on specific issues in the context of NATO, STANAGS (Criteria and Standards for Airfields, Standardisation Agreement, etc.) or ICAO, as the case may be, shall be followed. The HAF, as the competent body for the study and construction implementation, including award and supervision, shall be responsible for upgrading features and maintenance levels, above the level referred to in the said specifications, so that the airports meet the specifications referred to in the Certification Regulations (as updated and renewed) for the issuance of an aerodrome certificate by the HCAA in accordance with the Aerodromes Regulation 2014, as provided in paragraph 4.1 above, and to retain the relevant certificate in effect without unfavourably affecting its current use and the airport's operational characteristics. HAF and HCAA will seek mutually accepted means and procedures within the framework of the existing memorandum of cooperation together with the settlement of the relevant expenditure pursuant to the provisions of paragraph 4.1 above. It is noted that any additional cost shall not burden the Concessionaire or HAF's budget.

9.2 The recommendations – practices of NATO STANAGS – ICAO - EASA shall apply to all work relating to maintenance, upgrades, new facilities, infrastructure, equipment, systems and procedures, referred to above at the Category 1 Joint Use Airports.

9.3 The existing classification and grading of pavements at Category 1 Joint Use Airports shall be retained at a level equal to those referred to in the published AIP (Aeronautical Information Publications) GREECE cited herein.

## 10 Allocation of costs and compensation

10.1 At Category 1 Joint Use Airports, the HAF shall assume the competences and duties referred to in this Annex at own expense, and shall be remunerated accordingly based on the provisions of the Concession Agreement, and shall receive a percentage of the landing charges from the Concessionaire, in accordance with the table below.

Note that in order to avoid landing runways – pavements becoming overloaded and to avoid their lifetime being reduced, in accordance with NATO guideline AEP 46A and in accordance with ICAO requirements, the schedule and number of flights with a ACN/PCN ratio over 1 will be approved by the HAF as shown in the table below:

| ACN/PCN ratio | No. of permitted landings | % of landing charges payable to HAF by Concessionaire |
|---|---|---|
| 0% to 100% | All | 50% |
| From 100.01% to 110% | All | 65% |
| From 110.01% to 120% | For the first 100 landings per year | 80% |
| From 110.01% to 120% | For between 100 and 300 | 150% |

| | | |
|---|---|---|
| | **landings a year**<br><br>**No more than 300 landings a year are permitted** | |
| **From 120.01% to 125%** | **For the first 100 landings per year**<br><br>**No more than 100 landings a year are permitted** | **200%** |
| **From 125.01% up to 130%** | **10 movements maximum per year due to security reasons** | **200%** |

The published PCN value in the applicable AIP Greece will be used as the PCN value in the table above. Note that this value may not under any circumstances be less than the value which is published in AIP Greece 2013 in accordance with paragraph 9.3 above.

10.2 At Category 2 airports, there is no special charge for the benefit of the HAF other than the amounts specified in the Concession Agreement, provided no specific services are provided by the HAF.

10.3 The HAF shall be compensated by the Concessionaire for any competences and duties relating to lighting infrastructure in areas used by both parties (runways, taxiways, landing lights) at Category 1 Joint Use Airports which it may undertake to perform at own cost in accordance with this Annex. The remuneration shall be 50% of the lighting charges in accordance with the specific provisions of the Concession Agreement.

10.4 The HAF shall be remunerated by the Concessionaire for the cost of infrastructure security and guarding services for infrastructure used by both at Category 1 Joint Use Airports which the HAF undertakes in accordance with this Annex. The remuneration shall be a percentage of the security charge which the Concessionaire charges to airport users in accordance with the specific provisions of the Concession Agreement. Such percentage shall be set from time to time on the basis of the cost and expenses documentation provided by the HAF to the Concessionaire, as these costs and expenses are approved through the procedure provided in Paragraph 2.7 of Appendix 7 of the Concession Agreement, it being agreed that such costs and expenses may not be higher than what a private subcontractor would charge in similar circumstances. The level and the quality of safety and security services, for which the HAF shall be compensated by the Concessionaire, shall be checked and accepted by the HCAA under the National Civil Aviation Safety Plan.

## 11 Steering Body

As part of how the Liaison Committee specified in Article 7.1 (*Liaison Committee*) of the Concession Agreement operates, a three-member Joint Use Airports Cooperation Team will be set up comprised of representatives of the HAF, the HCAA and the Concessionaire in order to implement this framework and to deal with day-to-day issues concerning Joint Use Airports by preparing agreements on collaboration and the coordination of the activities of the bodies involved. At the first meeting of this Team, the representatives of the Greek State shall appoint two persons to represent

the HAF and the HCAA on the Team while the third member of the Team shall be appointed by the Concessionaire's Representatives. Moreover, at the same meeting, the representatives of the Greek State and the Concessionaire shall agree on the procedures for convening the Team and how it will operate and take decisions.

**Appendix 21**
NOT USED

## Appendix 21A
## HDFS Ministerial Decisions

| Airports | Establishment desicion | Relocation / amendment / expansion decisions |
|---|---|---|
| Thessaloniki | Τ.4792/436/29.10.1976 | Δ19Γ5043343 ΕΞ/14.10.2010 (Government Gazette 1709/Β/2010)<br>Δ18Γ5045824 ΕΞ/14.10.2012 (Government Gazette 2620/Β/2012)<br>Δ18Γ5020817 ΕΞ/29.05.2013 (Government Gazette 1434/Β/2013)<br>Δ18Γ5024728 ΕΞ/01.07.2013 (Government Gazette 1696/Β/2013) |
| Kerkira | Τ.4792/436/29.10.1976 | ΥΠΑ/Δ11/Γ/46503/20190/27.11.1996<br>Κ 3161/68/Β0019/6.11.2002<br>Κ 3234/52/1.9.2006 (Government Gazette 1360/Β/2006)<br>5032274.1/3758.1/1.9.2009 (Government Gazette 2092/Β/2009)<br>Δ19Γ 5020712 ΕΞ/4.5.2011 (Government Gazette 1136/Β/2011) |
| Chania | Τ.3891/73/23.10.1987 | Χ645/7/Β0019/23.8.1996 (Government Gazette 828/Β/1996)<br>Δ11/Γ/42360/18488/30.10.1996<br>Χ.880/1/Β0019/11.2.2003 (Government Gazette 189/Β/2003)<br>Δ19 5050257 ΕΞ/28.12.2009 (Government Gazette 21/Β/2010) |
| Zakinthos | 1023716/0785/019/15.2.1989 (Government Gazette 21.2.1989) | 5027020.1/Γ0019/6.8.2009 (Government Gazette 1797/Β/2009) |
| Kefallinia | Α2779/16/Β0019/27.9.1994 (Government Gazette 25.11.1994) | ΥΠΑ/Δ11/Γ/19174/8206/2.5.1995<br>Α4070/50/Γ0019/22.12.2005 (Government Gazette 1954/Β/2005)<br>Α 4339/55/Γ0019 ΠΕ/17.2.2009 (Government Gazette 397/Β/2009)<br>Δ11/Γ/10421/3985/15.4.2013 |
| Aktion | Τ.1536/38/Β0019/17.3.1998 (Government Gazette 26.3.1998) | Τ2498/74/Β0019/3.6.2002<br>Π5535/26/Β0019/26.11.2002 (Government Gazette 1523/Β/2002)<br>Π6622/61/ΠΕ/22.1.2008 (Government Gazette |

| | | |
|---|---|---|
| | | 197/B/8.2.2008) |
| Kavala | K1875/67/B0019/3.8.1995 (Government Gazette /17.8.1995) | Δ11/Γ/40889/18471/28.9.1995<br>K3739/99/B0019/22.12.1999 (Government Gazette 2285/B/1999)<br>K 2424/23/B0019/2.8.2000 (Government Gazette 1035/B/2000)<br>K 4050/46/6.11.2007 (Government Gazette 2260/B/2007) |

**Appendix 22**
**NOT USED**

# Appendix 23
# Financial Adjustments

## 1 FINANCIAL ADJUSTMENTS

1.1 Financial Consequences

(a) Whenever a Relevant Event occurs, the financial consequences shall (save where otherwise provided in this Agreement or where the Parties mutually agree otherwise) be determined in accordance with the relevant Article or Articles of this Agreement which govern the Relevant Event and this Appendix 23 (*Financial Adjustments*). Where for the purposes of this Appendix 23 (*Financial Adjustments*) the Financial Model is to be adjusted by reference to a Relevant Event, this shall be carried out by the Concessionaire, in consultation with the Grantor and/or the State (as applicable) to reflect the impact of any Relevant Event on the version of the Financial Model applicable immediately prior to the relevant adjustment and to reflect the impact of the Relevant Event in respect of which such adjustment is being undertaken, including the effect of Estimated Change in Concession Costs. The Concessionaire shall submit to the State for approval all relevant calculations and the Financial Model adjusted under this Appendix 23 (*Financial Adjustments*) (the **Revised Financial Model**) and the Financial Model or Updated Financial Model, as the case may be, applicable immediately prior to the relevant adjustment (such approval not to be unreasonably withheld or delayed). In calculating any Change in Costs and any Change in Revenue, and in assessing adjustments to be made to the Financial Model, the Financial Model shall be adjusted to take into account:

(i) the relevant economic assumptions prevailing at the time;

(ii) an update of forecasts (if necessary and/or relevant);

(iii) in respect of the Revised Financial Model only, changes in the prospective performance of the project arising as a result of the Relevant Event; and

(iv) the assumptions used in the Financial Model used by the Parties or, if necessary, the Financial Model itself shall have been updated (including as to the performance of the project) so as to be current immediately prior to the relevant adjustment,

in accordance with Article 31 (*Financial Model*) of this Agreement and the Designated Loan Agreements (if any).

1.2 **Application and change to Levy**

Where, pursuant to this Agreement, the Concessionaire or the State is entitled to payment of any sum the assessment of which properly requires reference to the Financial Model, the adjustment (either an increase or decrease, as applicable) to the Levy or amounts payable by the State to the Concessionaire (or the extension of the Concession if the Concessionaire so elects in accordance with Article 31.5 (*Financial Model*) of this Agreement (either on a one-off or on a recurring basis) over the remainder of the Concession Period, as appropriate) shall be that required to ensure that, by reference to the Revised Financial Model, the Concessionaire is left in a no better and no worse position than under the version of the Financial Model applicable immediately prior to the relevant adjustment and where, in the event the adjustment is in the favour of the Concessionaire, the level of such adjustment exceeds the amount of the next then due Levy payment, the State shall pay to the Concessionaire (in addition to any adjustment to the Levy) an amount equal to the excess of any such adjustment on the date that such Levy payment is due.

1.3 **No Better and no Worse**

Any reference in this Agreement to "no better and no worse" or to leaving the Concessionaire in a "no better and no worse position" or a "no better no worse position" shall be construed by reference to the Concessionaire's:

(a) rights, duties and liabilities under or arising pursuant to performance of this Agreement, the Designated Loan Agreements (if any) or the Concession Documents; and

(b) ability to perform its obligations and exercise its rights under this Agreement, the Designated Loan Agreements (if any) or the Concession Documents,

so as to ensure that:

(c) the Concessionaire, having regard to any respective Change in Costs and Change in Revenue, is left in a position which is no better and no worse in relation to the Threshold Equity IRR (as calculated by the Financial Model as at each Calculation Date) and the profile of Equity IRR by reference to the version of the Financial Model as updated (including as to the performance of the project) so as to be current immediately prior to the occurrence of the Relevant Event; and

(d) the ability of the Concessionaire to comply with this Agreement and the Designated Loan Agreements (if any) is not adversely affected or improved as a consequence of the Relevant Event.

1.4 **Adjustments to the Financial Model**

Where the Parties agree that adjustments to the Financial Model or the Updated Financial Model, as the case may be, are required to comply with this Appendix 23 (*Financial Adjustments*) any such agreed adjustments shall be incorporated into the Financial Model or the Updated Financial Model, as the case may be, pursuant to paragraph 1.1 above and the Revised Financial Model shall become the Financial Model or the Updated Financial Model, as the case may be, for the purposes of this Agreement until its further amendment in accordance with this Agreement.

1.5 **Rights of Audit and Rectification**

The Grantor and/or the State or Lenders, shall at all times upon giving seven (7) Business Days' notice have the right to carry out a full audit of the Concessionaire's records and Revised Financial Model (including any amendments to the assumptions thereto) to determine the validity and recovery of the no better and no worse assessments made pursuant to this Appendix 23 (*Financial Adjustments*).

Where a Revised Financial Model has been provided by the Concessionaire pursuant to paragraph 1.4 above, and an audit carried out by the Grantor, the State and/or the Lenders pursuant to this paragraph 1.5 identifies an error in the Revised Financial Model, the Revised Financial Model shall be amended to correct the error and the Concession Fee over the remainder of the Concession Period shall be amended pursuant to paragraph 1.2 above. Where actual costs have already been incurred by the Parties prior to the identification of the error, the Parties agree that the first one hundred thousand Euro (€100,000) of such costs shall not be subject to repayment. For the avoidance of doubt, a difference of five (5) basis points shall not be regarded as an error in the Revised Financial Model.

1.6 **Copies of the Revised Financial Model**

Following any change to the Financial Model or the Updated Financial Model, as the case may be, under the provisions of this Appendix 23 (*Financial Adjustment*), the Concessionaire shall promptly deliver a copy of the Revised Financial Model to the State in the same form as is established at the date of this Agreement or in such other form as may be agreed between the Parties and in accordance with this Agreement.

1.7 **Mechanism for dealing with Updated Information**

Whenever a Relevant Event occurs and the procedure set out in this Appendix 23 (*Financial Adjustment*) is required to be carried out by the Parties then if either Party reasonably believes that it

has more accurate estimates or new information in relation to any Estimated Change in Concession Costs or if the Concessionaire is to or does incur increased Estimated Change in Concession Costs compared to those previously agreed by the Parties in respect of the same Relevant Event then the procedure of paragraph 1.8 below will be followed.

1.8 **Extended Period to Claim**

Where the Relevant Event giving rise to that claim has continuing direct effects on the Concession past the date that is twenty (20) Business Days after the date that the State received notice of the Relevant Event, and the Concessionaire notifies the State that it is not possible for the Concessionaire to submit a fully documented and substantiated claim within such twenty (20) Business Day period, the Concessionaire shall submit as many of the supporting details which are available within such twenty (20) Business Day period, and those supporting details shall be considered to be interim details. The Concessionaire shall submit further reasonable interim details and documents thereafter at intervals of not more than twenty (20) Business Days until the continuing direct effects of the Relevant Event on the Concession cease. Full and final supporting details of such claim shall be submitted to the State within ten (10) Business Days after the date on which the continuing direct effects cease.

The Concessionaire is entitled to submit claims which are in relation to a Change in Law or a Discriminatory Change in Law with continuing direct effects in accordance with this paragraph 1.8, whilst the direct effects continue. Such claims cannot be filed more frequently than every three (3) months.

1.9 **Defined Terms**

For the purposes of this Appendix 23 (*Financial Adjustments*) the following defined terms shall mean:

"**Change in Costs**" means in respect of any Relevant Event, the change (whether of a one-off or recurring nature, and whether positive or negative) in the actual or anticipated costs, losses or liabilities of the Concessionaire (whether of a capital or operational nature and without double counting), including, without limitation as relevant and so far as they are reasonably incurred, the following:

(a) the reasonable costs of complying with the requirements of Articles 30 (*Compensations*) and/or Article 41 (*Applicable law - Change in Law - Language*) and/or Article 42 (*Variation Procedure*) and Appendix 17 (*Variations*) and/or this Appendix 23 (*Financial Adjustments*), including the reasonable costs of preparation of design and estimates;

(b) the costs of continued employment of, or making redundant, staff who are no longer required;

(c) the costs of employing additional staff;

(d) reasonable professional fees;

(e) the costs to the Concessionaire of financing any Relevant Event (and the consequences thereof) including commitment fees and capital costs interest and hedging costs, lost interest on any of a party's own capital employed and any finance required pending adjustments to the Concession Fee;

(f) the effects of costs on implementation of any insurance reinstatement in accordance with this Agreement, including any adverse effect on the insurance proceeds payable to the Concessionaire (whether arising from physical damage insurance or business interruption insurance (or their equivalent)) in respect of that insurance reinstatement and any extension of the period of implementation of the insurance reinstatement;

(g) operating costs, or life cycle, maintenance or replacement costs;

(h) Capital Expenditure and/or Operational Expenditure;

(i) the costs required to ensure continued compliance with the Designated Loan Agreements (if any);

(j) any deductible or increase in the level of deductible, or any increase in premium under or in respect of any insurance policy; and

(k) liability to third parties and subcontractors, including legal expenses on an indemnity basis;

"**Change in Revenue**" means in respect of any Relevant Event, the change (whether of a one-off or recurring nature, and whether positive or negative) in the actual or anticipated income or revenues of the Concessionaire and/or any subcontractors (without double counting);

"**Estimated Change in Concession Costs**" in respect of the Relevant Events being Article 30 (*Compensations*), Article 41 (*Applicable law - Change in Law - Language*) and Article 42 (*Variation Procedure*) means the aggregate of any estimated increased Change in Costs and/or Change in Revenue less the aggregate of any reduced Change in Costs and/or Change in Revenue; and

"**Relevant Event**" means any Variation, any Change in Law pursuant to Article 41 (*Applicable law - Change in Law - Language),* any State Responsible Event and/or Event of Delay or any other matter as a result of which there may be an adjustment to the Levy or other payment under this Agreement, in accordance with Appendix 23 (*Financial Adjustments*).

## BUNDLED FINANCIAL OFFER

From: Consortium "FRAPORT AG-SLENTEL LTD"

To: Hellenic Republic Asset Development Fund S.A.
1 Kolokotroni and Stadiou Str.
105 62 Athens
Greece
Date: 10 October 2014

**Re: Proposed operation and maintenance of the Cluster A Regional Airports and the Cluster B Regional Airports of the Hellenic Republic – Bundled Financial Offer**

Dear Sirs,

1. This financial offer is being provided in connection with the request for proposal issued by the Hellenic Republic Asset Development Fund S.A. (the **HRADF**) on 4 February 2014 in connection with the Transaction (the **RfP**), as well as the request for proposal issued by HRADF on 4 February 2014 in connection with the Cluster A Transaction (the **RfP for Cluster A**). All capitalised terms used but not otherwise defined in this financial offer have the respective meanings given to them in the RfP and the RfP for Cluster A (including the Final Version of the Concession Agreement and the Cluster A Final Version of the Concession Agreement, as applicable).

2. Each Eligible Investor's Representative identified below, in their capacity as Representatives of **Fraport AG Frankfurt Airport Services Worldwide** and **SLENTEL LIMITED**, hereby declare that we fully understand and accept:

(i) all terms and conditions of the Tender Procedure for the Transaction, as such terms have been set out in the Invitation to Submit an Expression of Interest and the RfP and the clarifications provided by the HRADF in writing as well as the relevant terms and conditions for the Cluster A Tender Procedure and the Cluster A Transaction, as such terms have been set out in the Invitation to Submit an Expression of Interest and the Cluster A RfP and the clarifications provided by the HRADF in relation to those; and

(ii) all terms and conditions as set out in the Final Version of the Concession Agreement and the Cluster A Final Version of the Concession Agreement and confirm that there shall be no further negotiation of such agreements after the date hereof other than as specified in the RfP and the Cluster A RfP.

3. We hereby submit for and on behalf of **Consortium "FRAPORT AG-SLENTEL LTD"** the following financial offer as set out below, **which is only applicable if our offer is selected as the Winning Bundled Offer**:

Upfront Concession Fee (for the Concession Agreement) = Euro six hundred twenty-five million.----------

**(€ 625,000,000.00)**

Annual Concession Fee (for the Concession Agreement) = Euro eleven million, six hundred thousand. ----------

**(€ 11,600,000.00)**

Applying the Total Score Evaluation Formula this results in an aggregate Financial Consideration (for the Concession Agreement) of:

six hundred ninety-four million, six hundred thousand.----------

**(694,600,000)**

and

Upfront Concession Fee (for the Cluster A Concession Agreement) = Euro six hundred nine million. ----------

**(€ 609,000,000.00)**

Annual Concession Fee (for the Cluster A Concession Agreement) = Euro eleven million, three hundred thousand.----------

**(€ 11,300,000.00)**

Applying the Total Score Evaluation Formula this results in an aggregate Financial Consideration (for the Cluster A Concession Agreement) of:

Six hundred seventy-six million, eight hundred thousand.----------

**(676,800,000)**

**CONSORTIUM CANDIDATE:**

**For and on behalf of Fraport AG Frankfurt Airport Services Worldwide**

(Signature): .....

**Representative's name: Christoph Hans Nanke**
**Full business address:** Flughafen, Geb. 162 (Airport, Building 162), 60547 Frankfurt am Main
**Passport number (issuing authority):** C5J6P9Y73 (LANDESHAUPTSTADT WIESBADEN)

(Signature): .....

**Representative's name: Charles Weinland**
**Full business address:** : Flughafen, Geb. 162 (Airport, Building 162), 60547 Frankfurt am Main
**Passport number (issuing authority):** C5NV9FNR1 (STADT SCHWALBACH AM TAUNUS)

For and on behalf of SLENTEL LIMITED

(Signature): .....

**Representative's name: AIKATERINI IMELLOU**
**Full business address:** 17A Dodekanissou str, 14572, Drosia, Attica, Greece
**ID number (and issuing authority):** AK221264 (T. A. Neas Erythraias)

# ΣΥΝΔΥΑΣΤΙΚΗ ΟΙΚΟΝΟΜΙΚΗ ΠΡΟΣΦΟΡΑ

Από: **Κοινοπραξία "FRAPORT AG-SLENTEL LTD"**

Προς: Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.
Κολοκοτρώνη 1 και Σταδίου
10562 Αθήνα
Ελλάδα

Ημερομηνία: 10 Οκτωβρίου 2014

**Θέμα: Προτεινόμενη λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Α και των Περιφερειακών Αεροδρομίων της Ομάδας Β του Ελληνικού Δημοσίου – Συνδυαστική Οικονομική Προσφορά**

Αξιότιμοι Κύριοι,

1. Αυτή η οικονομική προσφορά παρέχεται σε σχέση με την πρόσκληση υποβολής προσφοράς που εκδόθηκε από το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε. (το **ΤΑΙΠΕΔ**) την 4 Φεβρουαρίου 2014 σε σχέση με τη Συναλλαγή (η **Πρόσκληση Υποβολής Προσφοράς**), καθώς και την πρόσκληση υποβολής προσφοράς που εκδόθηκε από το ΤΑΙΠΕΔ την 4 Φεβρουαρίου 2014 σε σχέση με τη Συναλλαγή για την Ομάδα Α (η **Πρόσκληση Υποβολής Προσφοράς για την Ομάδα Α**).
Όλοι οι όροι με κεφαλαία γράμματα που χρησιμοποιούνται και δεν ορίζονται διαφορετικά στην παρούσα οικονομική προσφορά έχουν την αντίστοιχη έννοια που τους αποδίδεται στην Πρόσκληση Υποβολής Προσφοράς και την Πρόσκληση Υποβολής Προσφοράς για την Ομάδα Α (συμπεριλαμβανομένου και του Τελικού Σχεδίου της Σύμβασης Παραχώρησης και του Τελικού Σχεδίου της Σύμβασης Παραχώρησης για την Ομάδα Α, ανάλογα την περίπτωση).

2. Κάθε Εκπρόσωπος Προεπιλεγέντος Επενδυτή όπως προσδιορίζεται κατωτέρω, υπό την ιδιότητά τους ως Εκπρόσωποι της **Fraport AG Frankfurt Airport Services Worldwide** και της **SLENTEL LIMITED**, με το παρόν δηλώνουν ότι έχουν κατανοήσει πλήρως και αποδεχτεί:

(i) όλους τους όρους και τις προϋποθέσεις της Διαγωνιστικής Διαδικασίας για τη Συναλλαγή, όπως οι όροι αυτοί έχουν οριστεί στην Πρόσκληση Υποβολής Εκδήλωσης Ενδιαφέροντος και στην Πρόσκληση Υποβολής Προσφοράς, καθώς και στις διευκρινίσεις που δόθηκαν γραπτώς από το ΤΑΙΠΕΔ, καθώς και τους αντίστοιχους όρους και προϋποθέσεις της Διαγωνιστικής Διαδικασίας για την Ομάδα Α και της Συναλλαγής για την Ομάδα Α, όπως οι όροι αυτοί έχουν οριστεί στην Πρόσκληση Υποβολής Εκδήλωσης Ενδιαφέροντος και στην Πρόσκληση Υποβολής Προσφοράς για την Ομάδα Α και στις διευκρινίσεις που δόθηκαν από το ΤΑΙΠΕΔ σε σχέση με αυτούς και

(ii) όλους τους όρους και τις προϋποθέσεις όπως έχουν τεθεί στο Τελικό Σχέδιο της Σύμβασης Παραχώρησης και στο Τελικό Σχέδιο της Σύμβασης Παραχώρησης για την Ομάδα Α και επιβεβαιώνουν ότι δεν θα υπάρξει καμία περαιτέρω διαπραγμάτευση των εν λόγω συμβάσεων από την ημερομηνία της παρούσας πλην όπως εξειδικεύεται στην Πρόσκληση Υποβολής Προσφοράς και στην Πρόσκληση Υποβολής Προσφοράς για την Ομάδα Α.

3. Με το παρόν υποβάλουμε εκ μέρους και για λογαριασμό της Κοινοπραξίας **"FRAPORT AG-SLENTEL LTD"** την ακόλουθη οικονομική προσφορά όπως ορίζεται παρακάτω, που εφαρμόζεται μόνο σε περίπτωση που η προσφορά μας επιλεγεί ως η Επιλεγείσα Συνδυαστική Προσφορά:

Προκαταβολή Αμοιβής Παραχώρησης (για τη Σύμβαση Παραχώρησης) = Ευρώ Εξακόσια είκοσι πέντε εκατομμύρια.-----

**(€ 625.000.000,00)**

Ετήσια Αμοιβή Παραχώρησης (για τη Σύμβαση Παραχώρησης) = Ευρώ Εντεκά εκατομμύρια εξακόσια χιλιάδες.-------

**(€ 11.600.000,00)**

Εφαρμόζοντας τον Τύπο Αξιολόγησης Συνολικής Βαθμολογίας αυτό έχει ως αποτέλεσμα το συνολικό Οικονομικό Αντάλλαγμα (για τη Σύμβαση Παραχώρησης) των:

Εξακοσίων ενενήντα τεσσάρων εκατομμυρίων εξακοσίων χιλιάδων.-------

**(694.600.000)**

και

Προκαταβολή Αμοιβής Παραχώρησης (για τη Σύμβαση Παραχώρησης της Ομάδας Α) = Ευρώ

Εξακόσια εννέα εκατομμύρια.------

**(€ 609.000.000,00)**

Ετήσια Αμοιβή Παραχώρησης (για τη Σύμβαση Παραχώρησης της Ομάδας Α) = Ευρώ

Έντεκα εκατομμύρια τριακόσιες χιλιάδες.------

**(€ 11.300.000,00)**

Εφαρμόζοντας τον Τύπο Αξιολόγησης Συνολικής Βαθμολογίας αυτό έχει ως αποτέλεσμα το συνολικό Οικονομικό Αντάλλαγμα (για τη Σύμβαση Παραχώρησης της Ομάδας Α) των:

Εξακόσιων εβδομήντα έξι εκατομμυρίων οχτακοσίων χιλιάδων.------

**(676.800.000)**

ΥΠΟΨΗΦΙΑ ΚΟΙΝΟΠΡΑΞΙΑ:

Εκ μέρους και για λογαριασμό της **Fraport AG Frankfurt Airport Services Worldwide**

(Υπογραφή): *ΥΠΟΓΡΑΦΗ*
**Όνομα Εκπροσώπου: Christoph Hans Nanke**
**Πλήρης διεύθυνση εργασίας:** Flughafen, Geb. 162 (Αεροδρόμιο, Κτίριο 162), 60547 Φρανκφούρτη επί του Main
**Αριθμός Διαβατηρίου (εκδούσα αρχή):** C5J6P9Y73 (Πόλη του WIESBADEN)

(Υπογραφή): *ΥΠΟΓΡΑΦΗ*
**Όνομα Εκπροσώπου: Charles Weinland**
**Πλήρης διεύθυνση εργασίας:** Flughafen, Geb. 162 (Αεροδρόμιο, Κτίριο 162), 60547 Φρανκφούρτη επί του Main
**Αριθμός Διαβατηρίου (εκδούσα αρχή):** C5NV9FNR1 (Πόλη SCHWALBACH επί του TAUNUS)

Εκ μέρους και για λογαριασμό της **SLENTEL LIMITED**

(Υπογραφή): *ΥΠΟΓΡΑΦΗ*
**Όνομα Εκπροσώπου: ΑΙΚΑΤΕΡΙΝΗ ΗΜΕΛΛΟΥ**
**Πλήρης διεύθυνση εργασίας:** Οδός Δωδεκανήσου 17^Α, Δροσιά, Αττική, Αθήνα
**Αριθμός Δελτίου ταυτότητας (εκδούσα αρχή):** ΑΚ221264 (Τ. Α. Νέας Ερυθραίας)

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 10/10/2014
Η μεταφράζουσα και βεβαιούσα
Δικηγόρος
ΑΙΚΑΤΕΡΙΝΗ ΗΜΕΛΛΟΥ
ΔΙΚΗΓΟΡΟΣ
[illegible]

# COMMITTED INVESTMENT COMMITMENT LETTER

From:
FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE; and

SLENTEL LIMITED;

together, the **Investors**

To:

**Consortium "FRAPORT AG-SLENTEL LTD" (the Candidate)**

Hellenic Republic Asset Development Fund S.A.
1 Kolokotroni and Stadiou Str.
10562 Athens
Greece (the **HRADF**)
Date: 10 October 2014

Dear Sirs

**Re: Proposed operation and maintenance of the Cluster B Regional Airports of the Hellenic Republic – Committed Investment Commitment Letter**

1. We understand that, pursuant to the request for proposal sent to the Candidate by the HRADF on 4 February 2014 (the **RfP**), the Candidate intends to submit a binding offer in relation to the proposed award of a concession for the operation and maintenance of the Cluster B Regional Airports by the Candidate (or a SPV). We understand that, pursuant to **Appendix 5** of the RfP, the Candidate is required to confirm the amounts that are available to the Candidate in connection with its financing of the Transaction. All capitalised terms used but not otherwise defined in this letter have the meanings given to them in the RfP (including the Final Version of the Concession Agreement)

2. We each hereby severally (and not jointly or jointly and severally) irrevocably undertake to procure that there is provided, directly or indirectly, to the Candidate (and not directly or indirectly extracted, withdrawn, repaid or redeemed from or by the Candidate (or otherwise used by the Candidate)) the amount set out against our respective names in the table in paragraph 3 below (each Initial Shareholders' Commitment Investment being an **Individual Commitment**, and the Initial Shareholders' Individual Commitments in aggregate being the required Committed Investment), in each case, in cash, in immediately available funds, to ensure that the Candidate shall have (in conjunction with the other amounts available to it in cash or cash equivalents or by way of existing debt facilities) sufficient funds to satisfy its financial obligations in accordance with the Final Version of the Concession Agreement full financial consideration at closing of the Transaction (the **Funding Obligation**).

3 The Individual Commitments to be made by each of the Investors are as follows:

| Name of Initial Shareholder | Individual Commitment |
|---|---|
| FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE | EUR four hundred thirty-eight million, nine hundred thirty-five thousand, thirty and thirty-five cents. ---------- |

(€ 438,935,030.35)

| Name of Initial Shareholder | Individual Commitment |
|---|---|
| SLENTEL LIMITED | EUR two hundred thirty-six million, three hundred forty-nine thousand, six hundred thirty-one and seventy-three cents.---------- |

(€ 236,349,631.73)

| | |
|---|---|
| Total Equity Commitment | EUR six hundred seventy-five million, two hundred eighty-four thousand, six hundred sixty-two and eight cents. ------ |

(€ 675,284,662.08)

The Individual Commitments to be made by each of the Investors, to support our Bundled Financial Offer, but only in respect of Cluster B Regional Airports, are as follows:

| Name of Initial Shareholder | Individual Commitment |
|---|---|
| FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE | EUR four hundred thirty-nine million, five hundred seventy-nine thousand, thirty-five and nineteen cents.---------- |

(€ 439,579,035.19)

| Name of Initial Shareholder | Individual Commitment |
|---|---|
| SLENTEL LIMITED | EUR two hundred thirty-six million, six hundred ninety-six thousand, four hundred three and fifty-six cents.--------- |

(€ 236,696,403.56)

| | |
|---|---|
| Total Equity Commitment | EUR six hundred seventy-six million, two hundred seventy-five thousand, four hundred thirty-eight and seventy-five cents.---------- |

(€ 676,275,438.75)

4 The maximum aggregate amounts payable:

(a) by the Initial Shareholders under this letter shall not exceed the required Commitment Investment; and

(b) by each Investor under this letter shall not exceed that Investors' Individual Commitment.

5. As soon as reasonably practicable after the incorporation of the SPV, the Investors and the Candidate shall use all reasonable endeavours to procure that the SPV shall accede to this letter as if it were an original party to it and references herein to the Candidate shall, in such an event and where appropriate, be deemed to be references to the SPV as well.

6. Each Initial Shareholder warrants as at the date of this letter that:

(a) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licenses or authorisations required to empower it to enter into and perform its obligations under this letter where failure to obtain them would adversely affect its ability to enter into and perform its obligations under this letter;

(b) entry into and performance of its obligations under this letter will not: (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or any order, decree or judgment of any court or any governmental or regulatory authority where any such breach would adversely affect its ability to enter into or perform its obligations under this letter;

(c) its obligations under this letter constitute binding obligations on that Investor;

(d) it has received all necessary internal approvals (including, without limitation, the necessary investment committee approvals) in relation to its obligations contained in this letter;

(e) it has available financial resources which will provide the immediately available cash to fund its Individual Commitment and:

(i) it is not aware of any reason why those funds for its own Individual Commitment will not be available when required; and

(ii) it will not take any action or fail to take any steps which might result in the funds or any part of the funds for its own Individual Commitment not being available when required;

(f) it will issue, in accordance with the terms of the Concession Agreement a Committed Investment Guarantee for an amount equal to its Individual Commitment.

7. Each Investor hereby undertakes that the Candidate, will, and (to the extent that it is legally capable of doing so) procure that no other person will, in a way which would, or might reasonably be expected to, prejudice the ability of the Candidate to meet its Funding Obligation:

(a) amend or agree to amend the terms of this letter, or any term of any other financing arrangement to fund the Transaction; or

(b) waive or agree to waive any rights or obligations of the Candidate or any other parties under this letter or any other financing arrangement to fund the Transaction.

8. Each Investor waives and relinquishes any right of set off or counterclaim, deduction or retention which that Investor might otherwise have in respect of any claim against or out of any payments which the Investor may be obliged to make (or procure to be made) to the Candidate (or the HRADF, as the case may be) pursuant to this letter.

9. The Investors and the Candidate agree that any claim of any Investor against the Candidate will be subordinate in rights of payment to any claims brought by the HRADF against the Candidate.

10. A person who is not a party hereto has no right under [Article 411 of the Greek Civil Code to enforce or to enjoy the benefit of any term of this letter.

11. Unless the parties hereto and HRADF specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this letter nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this paragraph 11 shall be void.

12. No amendment of this letter shall be valid unless it is in writing and signed by the parties hereto.

13. Any sum payable under this letter is exclusive of any applicable tax. Consequently, in the event that any such tax is chargeable, the payer shall pay to the payee an additional amount equal to the amount of such tax upon presentation of a proper invoice issued by the payee.

14. Each of the provisions of this letter is severable. If any provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

15. This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

16. This letter is governed by Greek law. Each of the parties to this letter accepts their submission to the exclusive jurisdiction of the Courts of Athens, Greece in relation to any

17. The Investors each acknowledge that the other parties to this letter may be irreparably harmed by any breach of the terms of this letter and that damages alone may not necessarily be an adequate remedy. Accordingly, such other parties shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages shall be necessary to enforce this letter.

Yours faithfully

For and on behalf of **FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE**

Name: Christoph Hans Nanke
Position: Representative

Name: Charles Weinland
Position: Representative

For and on behalf of **SLENTEL LIMITED**

Name: Aikaterini Imellou
Position: Representative

**Agreed and Accepted:**

For and on behalf of Consortium **"FRAPORT AG-SLENTEL LTD"**

**FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE**

Name: Christoph Hans Nanke
Position: Representative

Charles Weinland
Representative

**SLENTEL LIMITED**

Aikaterini Imellou
Representative

**Agreed and Accepted:**

For and on behalf of **Hellenic Republic Asset Development Fund S.A.**

Name:
Position:

# ΕΠΙΣΤΟΛΗ ΔΕΣΜΕΥΣΗΣ ΔΕΣΜΕΥΤΙΚΗΣ ΕΠΕΝΔΥΣΗΣ

Από:

**FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE** και

**SLENTEL LIMITED**

από κοινού, οι ***Επενδυτές***

Προς:

**Κοινοπραξία "FRAPORT AG-SLENTEL LTD"** (ο Υποψήφιος)

Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.
Κολοκοτρώνη 1 και Σταδίου
10562 Αθήνα
Ελλάδα (το ΤΑΙΠΕΔ)

Ημερομηνία: 10 Οκτωβρίου 2014

Αξιότιμοι Κύριοι,

**Θέμα: Προτεινόμενη λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Β του Ελληνικού Δημοσίου –Επιστολή Δέσμευσης Δεσμευτικής Επένδυσης**

1 Αντιλαμβανόμαστε ότι, σύμφωνα με την πρόσκληση υποβολής προσφοράς που εστάλη στον Υποψήφιο από το ΤΑΙΠΕΔ την 4 Φεβρουαρίου 2014 (η **Πρόσκληση Υποβολής Προσφοράς**), ο Υποψήφιος προτίθεται να υποβάλει δεσμευτική προσφορά αναφορικά με την προτεινόμενη ανάθεση της παραχώρησης για τη λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Β από τον Υποψήφιο (ή από την ΕΕΣ). Αντιλαμβανόμαστε ότι, δυνάμει του **Παραρτήματος 5** της Πρόσκλησης Υποβολής Προσφοράς, ο Υποψήφιος είναι υποχρεωμένος να επιβεβαιώσει τα διαθέσιμα σε αυτόν ποσά σε σχέση με τη χρηματοδότηση της Συναλλαγής. Όλοι οι όροι που γράφονται με κεφαλαία και δεν ορίζονται διαφορετικά στην παρούσα επιστολή θα έχουν την έννοια που τους αποδίδεται στην Πρόσκληση Υποβολής Προσφοράς (συμπεριλαμβανομένου του Τελικού Σχεδίου της Σύμβασης Παραχώρησης).

2 Ο καθένας μας με την παρούσα μεμονωμένα (και όχι από κοινού ή από κοινού και εις ολόκληρον) αναλαμβάνει την υποχρέωση ανέκκλητα να μεριμνήσει ώστε να παρασχεθεί, άμεσα

ή έμμεσα, στον Υποψήφιο (και όχι άμεσα ή έμμεσα να προέλθει, αναληφθεί, επιστραφεί ή εξαγοραστεί από τον Υποψήφιο (ή άλλως χρησιμοποιηθεί από τον Υποψήφιο)) το ποσό που παρατίθεται έναντι των αντίστοιχων εταιρικών μιας επωνυμιών στον κάτωθι πίνακα της παραγράφου 3 (κάθε δεσμευτική επένδυση Αρχικού Μετόχου αποτελεί μια **Ατομική Δέσμευση**, και το σύνολο των Ατομικών Δεσμεύσεων αποτελεί τη **Δεσμευτική Επένδυση**), σε κάθε περίπτωση, σε μετρητά, σε άμεσα διαθέσιμα κεφάλαια, για να εξασφαλισθεί πως ο Υποψήφιος θα έχει (σε συνδυασμό με τα άλλα διαθέσιμα σε αυτόν ποσά σε μετρητά ή ταμειακά ισοδύναμα ή υφιστάμενες πιστώσεις διευκόλυνσης) χρηματικά διαθέσιμα επαρκή για να ικανοποιήσει τις οικονομικές του υποχρεώσεις σε σχέση με το πλήρες οικονομικό αντάλλαγμα του Τελικού Σχεδίου της Σύμβασης Παραχώρησης κατά το κλείσιμο της Συναλλαγής (η **Υποχρέωση Χρηματοδότησης**).

3 Οι Ατομικές Δεσμεύσεις που πρόκειται λάβουν χώρα από κάθε Επενδυτή έχουν ως ακολούθως:

| Όνομα Αρχικού Μετόχου | Ατομική Δέσμευση |
|---|---|
| FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE | Ευρώ Τετρακόσια τριάντα οχτώ εκατομμύρια εννιακόσιες τριάντα πέντε χιλιάδες τριάντα και τριάντα πέντε λεπτά.----- **(€ 438.935.030,35)** |

| Όνομα Αρχικού Μειόχου | Ατομική Δέσμευση |
|---|---|
| SLENTEL LIMITED | Ευρώ Διακόσια τριάντα έξι εκατομμύρια τριακόσιες σαράντα εννέα χιλιάδες εξακόσια τριάντα ένα και εβδομήντα τρία λεπτά.--- (€ 236.349.631,73) |
| **Συνολική Δεσμευτική Επένδυση** | **Ευρώ** Εξακόσια εβδομήντα πέντε εκατομμύρια διακόσιες ογδόντα τέσσερις χιλιάδες εξακόσια εξήντα δύο και οχτώ λεπτά ----- **(€ 675,284,662.08)** |

Οι Ατομικές Δεσμεύσεις που πρόκειται λάβουν χώρα από κάθε Επενδυτή, για να υποστηρίξουν τη Συνδυαστική Οικονομική Προσφορά μας, αλλά μόνο αναφορικά με τα Περιφερειακά Αεροδρόμια της Ομάδας Β, έχουν ως ακολούθως:

| Όνομα Αρχικού Μετόχου | Ατομική Δέσμευση |
|---|---|

FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE Ευρώ Τετρακόσια τριάντα εννέα εκατομμύρια πεντακόσιες εβδομήντα εννέα χιλιάδες τριάντα πέντε και δεκαεννέα λεπτά.-----

(€ 439.579.035,19)

| Όνομα Αρχικού Μετόχου | Ατομική Δέσμευση |
|---|---|
| SLENTEL LIMITED | Ευρώ Διακόσια τριάντα έξι εκατομμύρια εξακόσιες ενενήντα έξι χιλιάδες τετρακόσια τρία και πενήντα έξι λεπτά.---- **(€ 236.696.403,56)** |

| Συνολική Δεσμευτική Επένδυση | Ευρώ Εξακόσια εβδομήντα έξι εκατομμύρια διακόσιες εβδομήντα πέντε χιλιάδες τετρακόσια τριάντα οχτώ και εβδομήντα πέντε λεπτά **(€ 676.275.438,75)** |
|---|---|

4 Το μέγιστο συνολικό πληρωτέο ποσό:

(α) από τους Αρχικούς Μετόχους βάσει της παρούσας επιστολής δε θα υπερβεί την απαιτούμενη Δεσμευτική Επένδυση και

(β) από τον κάθε Επενδυτή βάσει της παρούσας επιστολής δε θα υπερβεί το ποσό της Ατομικής Δέσμευσης του κάθε Επενδυτή.

5 Το συντομότερο δυνατόν μετά την σύσταση της ΕΕΣ, οι Επενδυτές και ο Υποψήφιος θα καταβάλλουν κάθε εύλογη προσπάθεια για να εξασφαλίσουν ότι η ΕΕΣ θα προσχωρήσει στην εν λόγω επιστολή σαν να ήταν αρχικά συμβαλλόμενο μέρος στην παρούσα επιστολή και εφεξής αναφορές στον Υποψήφιο, σε μια τέτοια περίπτωση και όπου αρμόζει, θεωρούνται αναφορές επίσης και στην ΕΕΣ.

6 Κάθε Αρχικός Μέτοχος εγγυάται κατά την ημερομηνία της παρούσας επιστολής ότι:

(α) έχει λάβει όλες τις εταιρικές εγκρίσεις και όλες τις άλλες κυβερνητικές, νομικές, κανονιστικές ή άλλες συναινέσεις, άδειες ή εγκρίσεις που απαιτούνται για την ικανότητα του να εισέλθει και να εκπληρώσει τις υποχρεώσεις του βάσει της παρούσας επιστολής, όπου η αδυναμία απόκτησής τους θα μπορούσε να επηρεάσει δυσμενώς την ικανότητά του να εισέλθει και εκτελέσει τις υποχρεώσεις που απορρέουν δυνάμει της παρούσας επιστολής,

(β) η ανάληψη και εκτέλεση των υποχρεώσεών του βάσει της παρούσας επιστολής δεν θα: (i) παραβιάζει οποιαδήποτε διάταξη του ιδρυτικού εγγράφου και του καταστατικού του και οποιοδήποτε άλλων ισοδύναμων εγγράφων σύστασης ή (ii) έχει ως αποτέλεσμα την παραβίαση των νόμων ή κανονισμών της δικαιοδοσίας σύστασης ή οποιασδήποτε εντολής, διατάγματος ή απόφασης οποιουδήποτε δικαστηρίου ή οποιασδήποτε κυβερνητικής ή κανονιστικής αρχής, όπου η οποιαδήποτε τέτοια παραβίαση θα μπορούσε να επηρεάσει δυσμενώς την ικανότητά του να εισέλθει ή να εκπληρώσει τις υποχρεώσεις του βάσει της παρούσας επιστολής,

(γ) οι υποχρεώσεις που απορρέουν δυνάμει της παρούσας επιστολής αποτελούν δεσμευτικές υποχρεώσεις για τον Επενδυτή,

(δ) έχει λάβει όλες τις απαραίτητες εσωτερικές εγκρίσεις (συμπεριλαμβανομένων, χωρίς περιορισμό, των απαραίτητων εγκρίσεων επιτροπής επενδύσεων) σε σχέση με τις υποχρεώσεις του που απορρέουν από την παρούσα επιστολή,

(ε) διαθέτει τους οικονομικούς πόρους ώστε να παρασχεθούν άμεσα διαθέσιμα μετρητά για τη χρηματοδότηση της Ατομικής Δέσμευσης και ότι:

(i) δεν είναι ενήμερος για οποιοδήποτε λόγο για τον οποίο αυτό τα κεφάλαια ως προς την Ατομική του Δέσμευση δεν θα είναι διαθέσιμα όποτε απαιτείται και

(ii) δεν θα προβεί σε καμία ενέργεια ή παράλειψη που θα μπορούσε να οδηγήσει στο αποτέλεσμα αυτά τα κεφάλαια ή μέρος αυτών των κεφαλαίων της Ατομικής του Δέσμευσης να μην είναι διαθέσιμα όποτε απαιτείται,

(στ) Θα εκδώσει, σύμφωνα με τους όρους της Σύμβασης Παραχώρησης, Εγγυητική Επιστολή Δεσμευτικής Επένδυσης για ποσό ίσο με την Ατομική του Δέσμευση.

7 Κάθε Επενδυτής αναλαμβάνει με την παρούσα την υποχρέωση να εξασφαλίσει ότι τόσο ο Υποψήφιος όσο και κανένα άλλο πρόσωπο (στο βαθμό που αυτό είναι νομικά σε θέση να το κάνει) το οποίο με οποιονδήποτε τρόπο θα μπορούσε ή αναμένεται εύλογα ότι θα μπορούσε, δεν θα θίξει την ικανότητα του Υποψηφίου να εκπληρώσει την Υποχρέωση Χρηματοδότησης:

(α) να τροποποιήσει ή να συμφωνήσει την τροποποίηση των όρων της παρούσας επιστολής, ή οποιουδήποτε όρου οποιασδήποτε άλλης χρηματοδοτικής ρύθμισης για τη χρηματοδότηση της Συναλλαγής ή

(β) να παραιτηθεί ή να συμφωνήσει να παραιτηθεί από τα δικαιώματα ή τις υποχρεώσεις του Υποψηφίου ή οποιωνδήποτε άλλων μερών στο πλαίσιο της παρούσας επιστολής ή οποιασδήποτε άλλης χρηματοδοτικής ρύθμισης για τη χρηματοδότηση της Συναλλαγής.

8 Κάθε Επενδυτής παραιτείται από κάθε δικαίωμα συμψηφισμού ή ανταπαίτησης, μείωσης ή κράτησης που ο Επενδυτής μπορεί να είχε διαφορετικά σε σχέση με οποιαδήποτε αξίωση κατά ή από τις πληρωμές τις οποίες ο Επενδυτής μπορεί να υποχρεούται να πραγματοποιήσει (ή να εξασφαλίσει ότι θα πραγματοποιηθούν) στον Υποψήφιο (ή στο ΤΑΙΠΕΔ, ανάλογα με την περίσταση) βάσει της παρούσας επιστολής.

9 Οι Επενδυτές και ο Υποψήφιος συμφωνούν ότι οποιαδήποτε αξίωση οποιουδήποτε Επενδυτή έναντι του Υποψηφίου θα έπεται τυχόν αξιώσεων του ΤΑΙΠΕΔ έναντι του Υποψηφίου όσον αφορά δικαιώματα πληρωμής.

10 Πρόσωπο που δεν είναι συμβαλλόμενο μέρος της παρούσας επιστολής δεν έχει κανένα δικαίωμα σύμφωνα με το άρθρο 411 το Ελληνικού Αστικού Κώδικα να εκτελέσει ή να απολαύσει τα οφέλη οποιουδήποτε όρου της παρούσας επιστολής.

11 Εκτός αν τα μέρη της παρούσας και το ΤΑΙΠΕΔ ρητά συμφωνήσουν εγγράφως, κανένα πρόσωπο δεν θα εκχωρήσει, μεταβιβάσει, επιβαρύνει ή με άλλο τρόπο χειριστεί όλα ή οποιοδήποτε από τα δικαιώματά της παρούσας επιστολής ούτε θα χορηγήσει, διακηρύξει, δημιουργήσει ή διαθέσει οποιοδήποτε δικαίωμα ή συμφέρον σε αυτήν. Οποιαδήποτε απόπειρα εκχώρησης κατά παράβαση της παρούσας παραγράφου 11 είναι άκυρη.

12 Καμία τροποποίηση της παρούσας επιστολής δεν είναι έγκυρη εκτός αν γίνεται εγγράφως και υπογράφεται από τα συμβαλλόμενα μέρη της παρούσας.

13 Κάθε ποσό που καταβάλλεται στο πλαίσιο της παρούσας επιστολής δεν περιλαμβάνει τυχόν εφαρμοστέο φόρο. Κατά συνέπεια, σε περίπτωση που οποιοσδήποτε τέτοιος φόρος καθίσταται απαιτητός, ο πληρωτής οφείλει να καταβάλει στον δικαιούχο ένα επιπλέον ποσό ίσο με το ποσό του εν λόγω φόρου μετά την προσκόμιση κατάλληλου τιμολογίου που εκδίδεται από τον δικαιούχο.

14 Κάθε μία από τις διατάξεις της παρούσας επιστολής μπορεί να διαχωριστεί. Εάν κάποια διάταξη κριθεί ή καταστεί άκυρη ή ανεφάρμοστη για οποιοδήποτε λόγο σύμφωνα με το νόμο οποιασδήποτε δικαιοδοσίας, η διάταξη αυτή δεν θα έχει καμία επίδραση εν προκειμένω και τα μέρη θα καταβάλλουν κάθε δυνατή προσπάθεια για να αντικατασταθεί εν προκειμένω με μια έγκυρη και εκτελεστή υποκατάστατη διάταξη, το αποτέλεσμα της οποίας θα είναι όσο το δυνατόν πιο κοντά στο επιδιωκόμενο αποτέλεσμα.

15 Η παρούσα επιστολή μπορεί να υπογραφεί σε οποιοδήποτε αριθμό αντιγράφων, καθώς και από κάθε μέρος σε ξεχωριστά αντίγραφα. Κάθε αντίγραφο αποτελεί ένα πρωτότυπο έγγραφο, αλλά όλα τα αντίγραφα μαζί αποτελούν ένα και το αυτό έγγραφο. Παράδοση του αντιγράφου της παρούσας επιστολής ως συνημμένο σε ηλεκτρονική αλληλογραφία σε μορφή (PDF) ή τηλεομοιοτυπία, αποτελεί αποτελεσματικό τρόπο παράδοσης.

16 Η παρούσα επιστολή διέπεται από το ελληνικό δίκαιο. Έκαστο μέρος αυτής της επιστολής αποδέχεται την υποβολή του στην αποκλειστική δικαιοδοσία των Δικαστηρίων των Αθηνών, Ελλάδα, αναφορικά με οποιαδήποτε διαφορά σχετικά με την παρούσα επιστολή.

17 Κάθε Επενδυτής αναγνωρίζει ότι τα υπόλοιπα μέρη της παρούσας επιστολής μπορεί να βλαφθούν ανεπανόρθωτα από οποιαδήποτε παράβαση των όρων της παρούσας επιστολής και ότι η αποζημίωση από μόνη της δεν συνιστά κατ' ανάγκη κατάλληλο διορθωτικό μέτρο. Ως εκ τούτου, τα υπόλοιπα μέρη έχουν το δικαίωμα να χρησιμοποιήσουν τα ένδικα μέσα της τελικής ή προσωρινής διαταγής, της καταδίκης σε εκτέλεση και οποιοδήποτε άλλο νόμιμο μέσο ή οποιοδήποτε συνδυασμό αυτών των μέσων, για οποιαδήποτε απειλούμενη ή τετελεσμένη παραβίαση των όρων της επιστολής, ενώ δεν απαιτείται απόδειξη της ειδικής ζημίας για την εκτέλεση της παρούσας επιστολής.

Ειλικρινά υμέτεροι,

Στο όνομα και για λογαριασμό της FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE

*ΥΠΟΓΡΑΦΗ*
Επωνυμία: Christoph Hans Nanke
Ιδιότητα: Εκπρόσωπος

*ΥΠΟΓΡΑΦΗ*
Επωνυμία: Charles Weinland
Ιδιότητα: Εκπρόσωπος

Στο όνομα και για λογαριασμό της SLENTEL LIMITED

*ΥΠΟΓΡΑΦΗ*
Επωνυμία: Αικατερίνη Ημελλού
Ιδιότητα: Εκπρόσωπος

Συμφωνήθηκε και έγινε αποδεκτό:

Στο όνομα και για λογαριασμό της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD"

FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE

*ΥΠΟΓΡΑΦΗ*
Επωνυμία: Christoph Hans Nanke
Ιδιότητα: Εκπρόσωπος

*ΥΠΟΓΡΑΦΗ*
Charles Weinland
Εκπρόσωπος

SLENTEL LIMITED

*ΥΠΟΓΡΑΦΗ*
Αικατερίνη Ημελλού
Εκπρόσωπος

Συμφωνήθηκε και έγινε αποδεκτό:

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Στο όνομα και για λογαριασμό του Ταμείου Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.

Επωνυμία:

Ιδιότητα:

Ακριβής μετάφραση στην ελληνική γλώσσα από το επισυναπτόμενο πρωτότυπο στην αγγλική.
Αθήνα, 10/10/2014
Η μεταφράζουσα και βεβαιούσα
Διερμηνέας

# FINANCING DESCRIPTION LETTER FOR BUNDLED FINANCIAL OFFER

From: Consortium "FRAPORT AG-SLENTEL LTD"

To: Hellenic Republic Asset Development Fund S.A
1 Kolokotroni and Stadiou Str.
105 62 Athens
Greece

Date: 10 October 2014

**Proposed operation and maintenance of the Cluster A Regional Airports and Cluster B Regional Airports of the Hellenic Republic – Financing Description Letter**

Dear Sirs,

All capitalised terms used but not otherwise defined in this letter have the respective meaning given to them in the request for proposal (including the Final Version of the Concession Agreement) issued by the Hellenic Republic Asset Development Fund S.A. (the **HRADF**) on 4 February 2014 (the **RfP**) and the request for proposal in relation to the Cluster A Transaction (including the Cluster A Final Version of the Concession Agreement) issued by the HRADF on 4 February 2014 (the **Cluster A RfP**).

We hereby declare that the funding and/or financing of the Upfront Concession Fee and the Imminent Works (including any working capital requirements on or prior to the Imminent Works End Date at each of the Cluster B Regional Airports) and the Cluster A Upfront Concession Fee and the Cluster A Imminent Works (including any working capital requirements on or prior to the Imminent Works End Date at each of the Cluster A Regional Airports) in our Bundled Financial Offer will be drawn from the following sources:

For Cluster B Regional Airports:

1 (a) EUR six hundred seventy-six million, two hundred seventy-five thousand, four hundred thirty-eight and seventy-five cents **(€ 676,275,438.75)** from Committed Investment from the Initial Shareholders (as defined in the Final Version of the Concession Agreement); and

2 (a) EUR Zero (€ 0) from debt sources.

For Cluster A Regional Airports:

1 (b) EUR six hundred fifty-one million, eight hundred sixty-two thousand, three hundred eighty-three and eighty-one cents **(€ 651,862,383.81)** from Cluster A Committed Investment from the Initial Shareholders (as defined in the Cluster A Final Version of the Concession Agreement); and

We hereby confirm that in respect of:

Items 1 (a) and 1 (b) above, our investors will subscribe for equity equal to, in aggregate,

EUR one billion, three hundred twenty-eight million, one hundred thirty-seven thousand, eight hundred twenty-two and fifty-six cents **(€1,328,137,822.56)**

A copy of the equity commitment letter of the relevant subscribers substantially in the form included as **Appendix 6** to the RfP is attached to this letter.

We also irrevocably commit to keep these funds available in order to satisfy the payment of the Financial Offer in accordance with the terms of the Final Version of the Concession Agreement and the Cluster A Financial Offer in accordance with the terms of the Cluster A Final Version of the Concession Agreement.

**For and on behalf of Consortium "FRAPORT AG-SLENTEL LTD"**

| | | |
|---|---|---|
| Name: Christoph Hans Nanke | Charles Weinland | Aikaterini Imellou |
| Title: Representative | Representative | Representative |
| FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE | | SLENTEL LIMITED |

# ΕΠΙΣΤΟΛΗ ΠΕΡΙΓΡΑΦΗΣ ΧΡΗΜΑΤΟΔΟΤΗΣΗΣ ΓΙΑ ΣΥΝΔΥΑΣΤΙΚΗ ΟΙΚΟΝΟΜΙΚΗ ΠΡΟΣΦΟΡΑ

Από: **Κοινοπραξία "FRAPORT AG-SLENTEL LTD"**

Προς: Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.
Κολοκοτρώνη 1 και Σταδίου
10562 Αθήνα
Ελλάδα

Ημερομηνία: 10 Οκτωβρίου 2014

**Θέμα: Προτεινόμενη λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Α και των Περιφερειακών Αεροδρομίων της Ομάδας Β του Ελληνικού Δημοσίου – Επιστολή Περιγραφής Χρηματοδότησης**

Αξιότιμοι Κύριοι,

Όλοι οι όροι με κεφαλαία γράμματα που χρησιμοποιούνται και δεν ορίζονται διαφορετικά στην παρούσα επιστολή, έχουν την αντίστοιχη έννοια που τους αποδίδεται στην πρόσκληση υποβολής προσφοράς (συμπεριλαμβανομένου και του Τελικού Σχεδίου της Σύμβασης Παραχώρησης) που εκδόθηκε από το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε. (το **ΤΑΙΠΕΔ**) την 4 Φεβρουαρίου 2014 (η **Πρόσκληση Υποβολής Προσφοράς**) και στην πρόσκληση υποβολής προσφοράς σε σχέση με τη Συναλλαγή για την Ομάδα Α (συμπεριλαμβανομένου και του Τελικού Σχεδίου της Σύμβασης Παραχώρησης για την Ομάδα Α) που εκδόθηκε από το ΤΑΙΠΕΔ την 4 Φεβρουαρίου 2014 (η **Πρόσκληση Υποβολής Προσφοράς για την Ομάδα Α**).

Με το παρόν επιβεβαιώνουμε ότι η παροχή κεφαλαίων και/ή χρηματοδότηση της Προκαταβολής Αμοιβής Παραχώρησης και των Επικείμενων Έργων (συμπεριλαμβανομένων κάθε αναγκών σε κεφάλαιο κίνησης κατά την ή πριν από την Ημερομηνία Λήξης Επικείμενων Έργων σε κάθε Περιφερειακό Αεροδρόμιο της Ομάδας Β) και της Προκαταβολής Αμοιβής Παραχώρησης για την Ομάδα Α και των Επικείμενων Έργων για την Ομάδα Α (συμπεριλαμβανομένων κάθε αναγκών σε κεφάλαιο κίνησης κατά την ή πριν από την Ημερομηνία Λήξης Επικείμενων Έργων σε κάθε Περιφερειακό Αεροδρόμιο της Ομάδας Α) στην Συνδυαστική Οικονομική μας Προσφορά θα προέρχεται από τις ακόλουθες πηγές:

Για τα Περιφερειακά Αεροδρόμια της Ομάδας Β:

1. (α) Ευρώ Εξακόσια εβδομήντα έξι εκατομμύρια διακόσιες εβδομήντα πέντε χιλιάδες τετρακόσια τριάντα οχτώ και εβδομήντα πέντε λεπτά **(€676.275.438,75)** προέρχονται από Δεσμευτική Επένδυση από τους Αρχικούς Μετόχους (όπως καθορίζονται στο Τελικό Σχέδιο της Σύμβασης Παραχώρησης) και

2. (α) Ευρώ Μηδέν (€ 0) από δανειακά κεφάλαια.

Για τα Περιφερειακά Αεροδρόμια της Ομάδας Α:

1. (β) Ευρώ Εξακόσια πενήντα ένα εκατομμύρια οχτακόσια εξήντα δύο χιλιάδες τριακόσια ογδόντα τρία και ογδόντα ένα λεπτά **(€651.862.383,81)** προέρχονται από Δεσμευτική Επένδυση για την Ομάδα Α από τους Αρχικούς Μετόχους (όπως καθορίζονται στο Τελικό Σχέδιο της Σύμβασης Παραχώρησης για την Ομάδα Α) και

2. (β) Ευρώ Μηδέν (€ 0) από δανειακά κεφάλαια.

Με το παρόν επιβεβαιώνουμε ότι:

Τα στοιχεία 1(α) και 1(β) ανωτέρω οι επενδυτές μας θα καλύψουν με ίδια κεφάλαια που

ισοδυναμούν με συνολικό ποσό Ευρώ δισεκατομμύριο τριακόσια είκοσι οχτώ εκατομμύρια εκατόν τριάντα επτά χιλιάδες οχτακόσια είκοσι δύο και πενήντα έξι λεπτά **(€1.328.137.822,56)**.

Αντίγραφο της επιστολής δέσμευσης δεσμευτικής επένδυσης από τους σχετικούς επενδυτές από κάθε ουσιώδη άποψη υπό το υπόδειγμα που παρέχεται στο **Παράρτημα 6** της Πρόσκλησης Υποβολής Προσφοράς, επισυνάπτεται στην παρούσα επιστολή

Επίσης, δεσμευόμαστε ανέκκλητα να διατηρήσουμε διαθέσιμα τα κεφάλαια αυτά με σκοπό την καταβολή της Οικονομικής μας Προσφοράς σύμφωνα με τους όρους του Τελικού Σχεδίου της Σύμβασης Παραχώρησης και της Οικονομικής μας Προσφοράς για την Ομάδα Α σύμφωνα με τους όρους του Τελικού Σχεδίου της Σύμβασης Παραχώρησης για την Ομάδα Α.

| *ΥΠΟΓΡΑΦΗ* | *ΥΠΟΓΡΑΦΗ* | *ΥΠΟΓΡΑΦΗ* |
|---|---|---|

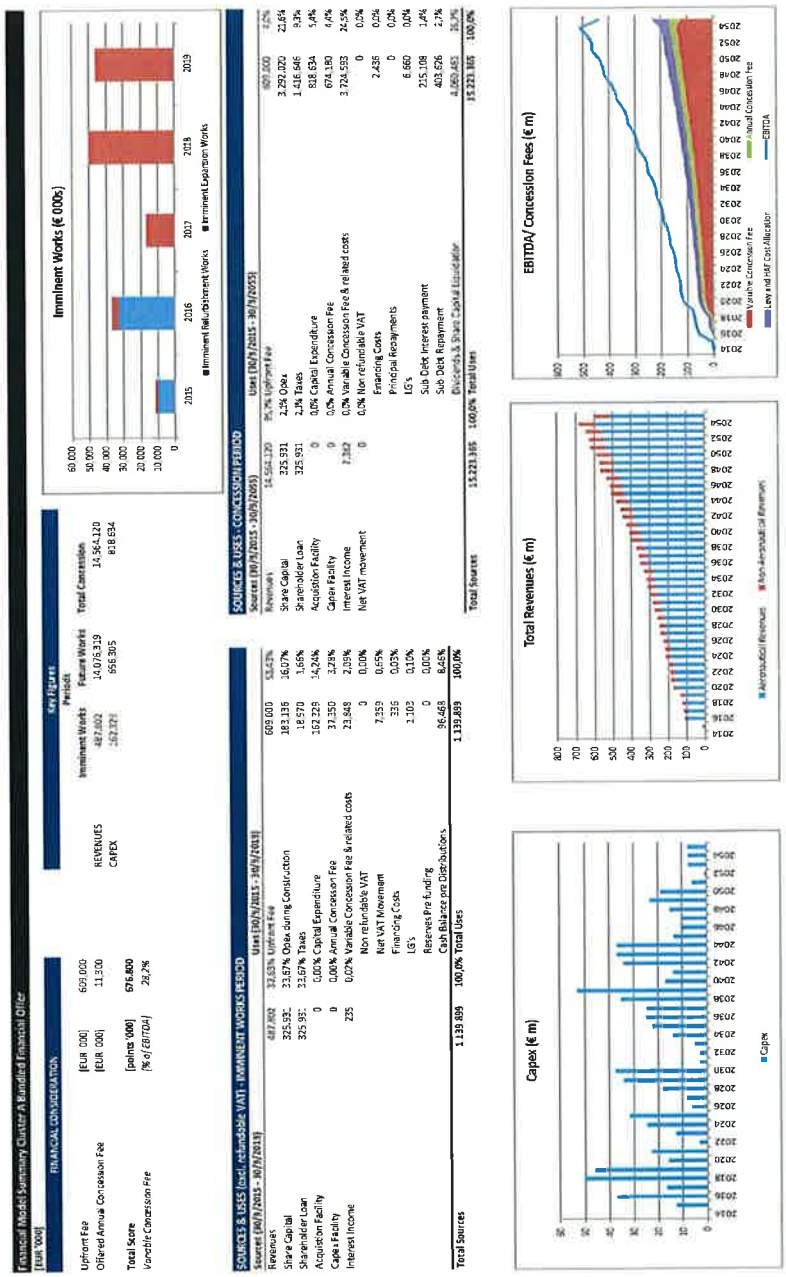
**Εκ μέρους και για λογαριασμό της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD"**

| | | | |
|---|---|---|---|
| Επωνυμία: | Christoph Hans Nanke | Charles Weinland | Αικατερίνη Ήμελλου |
| Τίτλος: | Εκπρόσωπος | Εκπρόσωπος | Εκπρόσωπος |
| FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE | | | SLENTEL LIMITED |

Ακριβής μετάφραση στην ελληνική γλώσσα από το επισυναπτόμενο πρωτότυπο στην αγγλική.
Αθήνα, 10/10/2014
Η μεταφράζουσα και βεβαιούσα
Δικηγόρος

# Appendix 25

It is noted that the Financial Model in xls. Which was submitted along with the Offer last saved 10 October 2014. 15.44 pm is provided in a CD-ROM, while only the summary page is included in the present Appendix 25.



# Strategic Rationale for the Cluster A Regional Airports

*Introduction*

On the 4 February 2014 the Hellenic Republic Asset Development Fund (HRADF) on behalf of the Hellenic Republic issued the Request for Proposal for the provision of services in relation to the operation and maintenance of the Regional Airports of the Hellenic Republic for a period of 40 years. The airports are grouped into two Clusters of 7 each, having an approximately equal amount of traffic and being split according to the specific regional areas, i.e. indicated as "Cluster A" for the airports located on Continental Greece, the Ionian Sea and Crete, and "Cluster B" for the airports in the Aegean region.

Under evaluation and consideration of all information made available, the site visits carried out and the interviews held the Consortium has compiled a comprehensive proposal. For a quick reference the main facts of the proposal including an outline of the Consortium´s future strategy are consolidated in this summary. A descriptive outline of the proposed approach, measures, objectives, principles and stages for the upgrade and/or expansion of existing infrastructure and facilities for the Imminent New or Expansion as well as Future Works of the Regional Airports will form part of an additional set of documents.

This outline covers following topics:

- Consortium's Commitment and Business Strategy
- Organizational structure of the operating company and at the regional airports
- Transition Period
- Staff Training
- Traffic Forecast
- Operations
- Safety and Security/ RFFS
- Commercial and Marketing Activities, Airport Charges Policy
- Utilities, Waste and Environmental Management

***Consortium's Commitment and Business Strategy***

Our commitment for the Greek Regional Airports: Fulfilling customer demands is the biggest compliment we can receive for our capabilities.

Fraport in consortium with Slentel Limited of Copelouzos Group, as Eligible Investors for the tender for provision of services in relation to the operation and maintenance of the Cluster A Regional Airports, are aware of all technical, operational and management requirements to make the integration of the group of 7 Cluster A Regional Airports to a success story, not staying behind Fraport´s already realized projects.

In case being awarded as Preferred Investor we are fully committed to implement the project and will liaise with the relevant stakeholders. Based on our internal experience, gained from managing an international airport portfolio and more than 150 consulting projects around the world we are prepared for a smooth transition and count on the current employees at the Regional Airports. Our long-term investment view will result in advantages through the performance of the Greek Regional Airports over years of operation rather than short-term cash-profits.

Furthermore we will act in compliance with the Concession Agreement, as proven at our other international operations and will provide the required Committed Investment to develop the Greek Regional Airports into tourism gateways to the islands and mainland locations with increasing comfort for all airport users.

Fraport AG and the Copelouzos Group perfectly combine renowned world-class airport management know-how with in-depth knowledge of the Greek market, its environment and introducing international clients to this marketplace. Fraport is representing more than half a century's track record of successful airport management and offer of aviation services, i.e. airport management contracts worldwide. Copelouzos Group will ascertain the seamless transition into the Greek marketplace with the experience of a worldwide acting technology and industry company and with its roots and base in Greece. Both Consortium partners have since 2010 formed a long lasting partnership in managing the international airport of Pulkovo, St. Petersburg/ Russia, representing 2 out of 3 shareholders of the airport's shareholders.

The Consortium will maintain and develop the Regional Airports and all its existing and future assets to take advantage of all development opportunities additionally supported by our expertise and innovations. The undertaken development program of the airport infrastructure will accommodate the increasing passenger and cargo volumes, thereby securing not only jobs for current employees but also creating new work places. We endeavor to develop the Airports to gateways for the local tourism regions with high class service quality standards for airlines, passengers as well as for air cargo and being an important engine for the economic development of the Greek tourism region with the following characteristics:

- relaxing and pleasant port of entry/departure for both international and domestic visitors and tourists of the respective region,
- outstanding examples in terms of operations excellence and efficiency,
- construction of new passenger and ancillary facilities to international design and comfort standards,
- quality leadership in terms of customer satisfaction,
- compliance with highest aviation safety and security standards,
- outstanding example in terms of environmental friendliness,
- labor productivity comparable with that of leading Western European airports and
- regional leadership in terms of employee satisfaction and employer's image.

These ambitious goals will be reached by following measures:

- attracting new airline business through dedicated marketing efforts, which is covered in detail in chapter "Aviation Marketing",
- offering highest safety and service standards for all airport customers,
- developing the non-aviation business through the expansion of retail as well as food & beverage spaces and introduction of an attractive product mix as set forth in the chapter "Commercial and Marketing Activities",
- combining the know-how of the Consortium's partners with the existing knowledge of employees of the Airport in order to improve all processes, to raise productivity and to enhance quality levels (please see chapter "Transition Period"),
- integrating newly recruited staff through personalized training and education programs, thus creating highly motivated teams, gaining operational flexibility and increasing productivity at the same time, which is described in the chapter "Staff Training",

- implementing new technologies and innovations as well as marketing and management techniques to allow for further increase of traffic and productivity,
- stimulating further growth by developing and implementing joint activities of all involved parties (authorities as well as clients) suitable to increase traffic,
- making use of Fraport's worldwide experience at different airports to support the development of the airports,
- smooth transition to the concession based on Fraport's experience from similar projects, which is covered in the chapter "Transition Period" and
- know-how transfer from Fraport as Lead Operator.

To achieve its strategic goals, the Consortium will establish an inspiring relationship and extensive co-operation between the relevant stakeholders, Greek authorities (Ministry of Infrastructure, Transportation and Networks, Ministry of Culture and Sports, Hellenic Central Archaeological Council, Hellenic Civil Aviation Authority), Hellenic Air Force, ATC, the Greek tourism industry (tourist agencies, local tourist industry, etc.), the airport employees and the aviation related service providers to set the foundation for a long-term trustful partnership.

The Consortium will develop all airports individually, but under one joint roof. The strategic alignment will focus on the main objective of stimulating and supporting additional growth of the different regions. Such additional growth will stimulate additional traffic at the airports as well as economical prosperity in the respective municipalities. Furthermore it is a key objective of the Consortium to develop all airports to a level that makes travelers feel welcome on arrival and maintain their fond memory of visiting Greece on departure.

An individual approach for the different regional airports seems to be appropriate, accompanied by a generic joint approach for the entire company. Clients should be equally well served at all airports, and airlines allocation decisions should be driven by traffic demand only. However, to achieve a customized development for each airport, individual plans have to be developed reflecting the specific operational and investment requirements of the airports. It is the Consortium´s intention to become a long- term strategic partner for the Government of the Hellenic Republic and sharing its strong know-how basis for the development of a long-term business relationship in Greece. The seriousness of the Consortium´s long-term view will result in advantages through the performance of its foreign assets over years of operation rather than short-term cash-profits.

Reflecting on all aspects of successful airport development, the Consortium is convinced to have prepared a comprehensive strategic plan suitable to address the expected growth rates, and be flexible enough should the unexpected occur. The success of Fraport´s approach in developing airports worldwide is already proven e. g. at the airports of Antalya, Lima, St. Petersburg, Varna, Bourgas and Xi`an.

An overview of the assumed traffic development is described in the respective airport outline, featuring the technical needs and constructional requirements of each airport.

***Organizational Structure***

The organizational structure is seen as the key for the successful management of a group consisting of a number of airports.

Having the experience of operating airports worldwide Fraport AG contributes its knowledge in managing all airport related tasks, as shown at several affiliates all over the world. The Consortium is convinced to develop an organizational structure that fits best to the requirements of modern management principles as well as to the challenges of local environment.

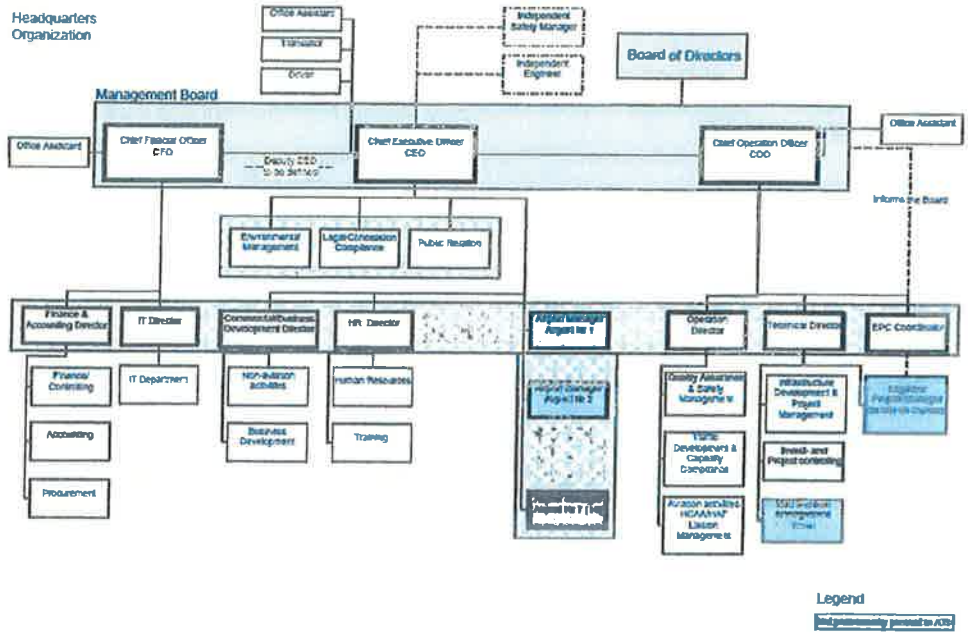
The company structure will consist of a Board of Directors and a Management Board and will set-up separate Regional Airport organizations responsible for the day-to-day business at the Regional Airports. The Management Board will comprise of a Chief Executive Officer (CEO), a Chief Financial Officer (CFO) and a Chief Operating Officer (COO). During the transition period a team of highly skilled airport management experts (Transition Team) will complete the management team.

*Centralized Headquarters*

The characteristic of the organizational structure is that the key functions with a high potential of synergy will be bundled and concentrated into business units at the Headquarters to enhance efficiency and effectiveness for the entire group. All other functions with a particular local focus are located at the respective airports. At the Headquarters itself the Management Board forms the vital part of the organization together with the general management on the second level. The airport managers of the regional airports, although residing on site will have a direct reporting line to the CEO and they also form part of the company's general management. Thus, there will be a lean management structure with short reporting line, clear responsibilities and strong competencies.

The CEO is the head of the staff units: Environmental Management, Legal/Concession Compliance and Public Relations (PR). Besides the already mentioned airport managers, the Commercial/Business Development Director and HR Director will have also a direct reporting line to the CEO. Moreover he is also the contact person for the Independent Engineer and the Independent Safety Manager; these special functions will have direct access to the CEO. The Chief Financial Officer (CFO) will be responsible for the Finance and Accounting Section, the Procurement and the IT Department. The Chief Operating Officer (COO) is the third Management Board member, thus having the Operation Director, Technical Director and Engineering and Construction (EPC) Coordinator reporting to him.

Under the Management Board, on a second level, there will be a strong general management consisting of seven directors and furthermore the airport managers of the respective local airports representing another fundamental part of the Headquarters' management structure. Along with the airport manager, responsible for the regional airports, the respective managers are heading sub-divisions of relevant Headquarters' functions such as: Finance, Accounting, Procurement, Information Technologies, Commercial and Business Development, Human Resources, Operations Department, Technical department or EPC Coordination. This setup ensures that all airports are following the same standards and quality of service within the Consortium whatever it will be: reporting standards, procurement policies, quality of services or safety standards.




The expansion planning, procurement, legal and contractual framework, as well as the coordination with the Independent Engineer and the respective state authorities of all expansion and refurbishment projects, either they are Imminent or Future Works, are managed and controlled from the Centralized Headquarters. Furthermore the Centralized Headquarters will act as first point of contact in regards to third parties for all strategic projects. Any commercial activities and the promotion of the individual airports will be coordinated and managed in a centralized manner, thus allowing the airport managers and their staff at the Regional Airports to concentrate on the day-to-day operation.

The Consortium emphasizes a good and close relation to the HCAA and HAF. For that purpose a special liaison management will be established under the Operation Director not only to coordinate all day-by-day activities but also to agree upon a common strategy concerning future challenges.

### *Local Airport Management*

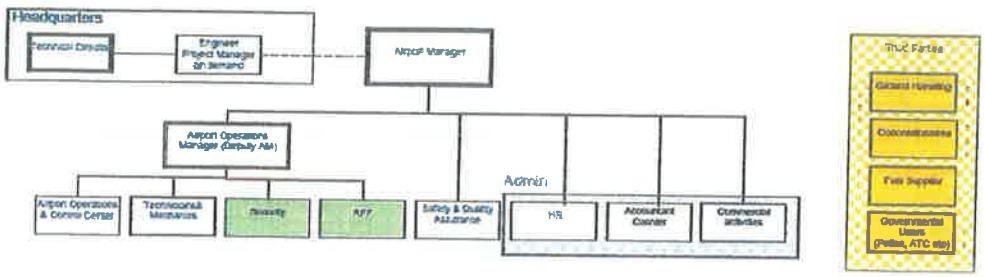
For the management of the Regional Airports the Consortium plans to have a small and effective management team on site, specialized on the operation activities and technical issues of the airports.

The local management team is headed by the Airport Manager, who himself is considered to be on level two of the company's management. Although the Airport Manager reports directly to the CEO, he takes full responsibility for the respective airport and simultaneously acts as the Consortium´s representative towards the local communities and authorities. The general

principles of management and operation are determined by the Headquarters, the day to day operations are, however, in the hands of the Airport Manager and his team in all aspects.

The Airport Manager controls directly some staff functions such as Human Resources, Finance and Accounting and Retail and Concessions. Certainly he is also responsible for the Public Relations in the community to which an airport belongs to. Functions such as human resources and finance are working closely and coordinated with the respective department within the Headquarters. Other areas such as Legal and Quality Management are covered by the Headquarters.

Local Airport Organization




Legend

To ensure capability for 24/7 operations at the airports there will be two Airport Operations Managers, one on duty per shift, acting as Deputy Airport Managers, once the Airport Manager is out of office.

A small team of technicians and mechanics is also in place to act immediately whenever a break-down occurs. Major maintenance work will be part of the centralized engineer department.

Other functions are outsourced or be done by third parties. Such functions or services are Rescue and Fire Fighting, Security Services, Ground Handling, ATC and others. To these parties close relation will be maintained to ensure a smooth operation at all times. This in addition falls under the responsibility of the Airport Manager.

### *Transition Period*

The Consortium is aware that a conscious and efficient interaction with and dedication to human resources is key to the short-, medium- and long-term success of the Project and the airports. Not less important is the establishment and maintenance of a training structure that matches operational and functional flows as well as client needs.

Fraport as the designated Lead Operator of the Consortium has a proven track record and wide-ranging experience in the operation and development of airports worldwide, to which the management of human resources (both operational staff and management) and appropriate training are decisive factors.

The experience that Fraport gained at other international airports e.g.; Hanover, Germany; Lima, Peru; Varna and Bourgas, Bulgaria; Riyadh and Jeddah, Saudi Arabia; Delhi, India, Antalya, Turkey and St Petersburg, Russia – (all operated/managed by Fraport) is fully reflected in the approach of the transfer of staff to the Consortium. However, it is not intended to apply an existing, proven organizational structure of Frankfurt Airport or any other airport within the Fraport Group to the new company. The Consortium fully appreciates the individuality of each airport with its staff, cultural background and operational requirements and will develop an organization and staff base which will fully match the relevant structural conditions within the Consortium and the associated airports.

It needs to be mentioned that the approach pursued by the Consortium is to make best use of the entire personnel (both operational staff and management) that is willing to form part of the company and its structures.

The Consortium counts on the existing HCAA employees and their skills, doing an excellent job in the difficult infrastructure of the Regional Airports. The Consortium will apply its best efforts to employ the existing employees at market terms in its new organization and will offer them on the one hand a secure job and working place according to their competencies, skills and experiences and to take on responsibility for the future development of the Regional Airports, on the other hand to show self-employment, flexibility and creativity. The Consortium will furthermore support the existing organization/staff base by experts in different areas.

One vital part for a smooth transition and change management is the communication process towards and with the various stakeholders of the different airports. Employees as an essential part of an airport are one of the most important stakeholders and are also one of the main groups affected by the transition and related changes. The Consortium is aware about possible uncertainty and concerns about their future due to the upcoming change. Therefore the Consortium will address these concerns of the employees through proper communication and counseling.

The main approach of the Consortium with regard to communication will be based on transparency and involvement.

***"Continuity with Change"***

The Consortium will use the premise to provide employees with insight into the background of the relevant shareholders and their development plans already at a very early stage. This aim for transparency and involvement will guard against potential uncertainty and fear of the staff about the upcoming change and make clear that it is not expected or intended to conduct a complete change in all areas. The Consortium rather pursues to benefit from the existing strength to the staff and organization, identifying potential areas of improvement and develop these areas in the best way.

An initial meeting with the current managers will be the first step to inform them on the Project, the Consortium's vision, objectives and expectations as well as to answer all the questions that can come up. This will be reinforced by an information campaign and by meetings with employees on an appropriate basis.

### *Staff Training*

The training programs are an indispensable part supporting the overall target to position the Regional Airports as best in practice facilities

Fraport's training department developed a full set of various training programs related to all aspects of airport management and airport operations. Over the past years, two virtual training institutions have been developed in order to ensure that the Fraport Group's objectives are achieved. These institutions - while working with the same principles and guidelines – address different target groups:

*Fraport College* offers a wide range of specific training and development programs for all employees composing of but not limited to:

- Operational Training,
- Working Skills and Methods,
- Electronic Data Processing,
- Foreign Languages,
- Quality Management,
- Leadership Development,
- Management Techniques and
- Tailored programs to meet current challenges of the aviation industry's business.

Personnel training and development is regarded as one of the supporting pillars of our Fraport's corporate strategy and promotes a mutual business understanding. All programs are tailored to the participants' needs, are practice oriented and relevant for the daily business, facilitating knowledge exchange and networking.

*Fraport Academy* is the Corporate University of Fraport AG. It is responsible for the strategic development of 800 top and middle managers, experts and candidates for management positions within the Fraport Group. This program offers courses including but not limited to:

- Integration of New Employees,
- Aviation Business,
- Leadership in Practice,
- Real Estate Economics,
- Master of Business Administration,
- Project Management,
- Business Planning,
- Finance and Controlling,
- Mentoring Programs,
- Change Management etc.

The aim of the training and development program being implemented within the Consortium is to increase staff skills and knowledge basis thus raising quality levels and service standards at all airports.

It is envisaged to start with the training, both for professional and personal skills, and know-how transfer immediately after Concession Commencement Date. The degree of flexibility and the potential for development of the Regional Airports depend on the employees' ability to adequately react to the challenges of a permanently changing industry and a highly dynamic professional environment. The Consortium intends to pursue the training and development program over several years to accommodate for phasing of technological advances, service upgrades and innovations as well as new procedures. It is imperative to constantly update and train the workforce on improved operational procedures or to remedy service flaws. These demands will dictate the pace of the Consortium's activities in this area.

***Traffic Forecast***

Basis for the development of each airport is a long-term forecast, allowing for a detailed analysis of capacity requirements and the design and implementation of appropriate processes. The traffic forecast also forms the basis for the calculation of movements, aircraft mix and peak hour passengers, which are necessary for the design of additional terminal and airside capacities.

The Consortium has carried out such a traffic forecast considering the expected traffic volume for the specific region and its foreseeable development potential as these are the markets that the airports are serving. Based on the results of the forecast the Consortium has planned all required infrastructure investments as well as all operational issues, e. g. airport procedures, staff numbers and non- aviation features. Details of the traffic forecast for each airport can be found in the respective outline.

***Operations***

Most Regional Airports in this cluster are operating beyond their capacity limits. Therefore, the immediate focus of the Consortium right after the take-over of the airports will be to expand the already existing facilities in a way suitable to better accommodate the operational needs, i. e. the planned Imminent Works (refurbishment and expansion) will ensure not only to cater for the expected traffic growth for the short and medium term period but will also improve the quality and comfort of passengers and other stakeholders. Simultaneously, the design of major extensions will start for all airports in order to improve immediate relief from the constraints currently faced. Further details of the planned works are described in the respective airport´s outline.

*Terminal*

Terminal Operations comprises the overall management of terminal facilities and passenger and baggage processes. Terminal Operations, as understood by the Consortium, includes:

- Provision of safe and appropriate terminal and passenger handling facilities in accordance with applicable rules and regulations,
- Responsibility for operating safety, efficiency and cleanliness of the terminal facilities especially guaranteeing cleanliness,
- Passenger flow management,

- Passenger Service, which encompasses the Information Services, public Lost & Found, telephone Switch Board and the VIP/ CIP Service, if applicable,

- Supplying departing and arriving passengers as well as meeters and greeters with current flight data at critical points of decision and
- Providing sufficient passenger amenity facilities within the public and non-public areas.

It goes without saying that implementing new technologies and innovations form a major part for a modern and forward- looking terminal operation, e. g. introducing WLAN or providing LED FIDS boards.

To ensure a continuous and smooth arrival and departure process, an important focus is put on the provision of sufficient space not only for passengers and baggage handling, but also for terminal staff, state agencies and other third parties. To warrant a stable terminal operation in the short and intermediate term the Imminent Refurbishment and Expansion Works are planned in such way to provide the areas required in combination with the implementation of new and improved existing technologies.

In the long run additional terminal expansions are planned at an interval of approx. 10 years to allow a longer period of uninterrupted operation in and outside of the terminal areas as well as providing sufficient options to react to unforeseen changes within the aviation sector, e. g. higher passenger numbers, juridical changes in passenger handling (intra/extra Schengen, EU/non-EU) etc. All terminal expansions will primarily be based on future traffic scenarios. A detailed investment program is outlined in the Financial Model of our Bid. Outlined and detailed design periods have been allowed for in the expansion program along with time for a reasonable period of revisions and improvements to the design, caused by operational requirements, e.g. changes in ICAO/ IATA recommendations before submission for approval and construction. This also includes a sufficient time frame for the mandatory examination by the Independent Engineer as stipulated in the Concession Agreement (CA).

The Consortium understands that there is no "One-Size-Fits-All" solution that can be applied to all terminal extensions. Every situation will be assessed and solutions will be developed to meet the requirements of the users, i. e. passengers, airlines, governmental agencies, concessionaires or staff.

The designs developed will be rigorously appraised and evaluated to identify constraints and mitigate them, as well as to develop efficiencies through space optimization. This can be undertaken by using tools and techniques such as passenger simulation modeling, desktop analysis, passenger surveys and establishment of a collaborative working environment within the team. A combination of the above methods has been proven to be extremely efficient in planning and constructing new passenger facilities at Frankfurt Airport, where a continuous terminal expansion program has been ongoing for the last decades.

This procedure will apply from day one onwards for all expansions, whether Imminent or Future Works, through the design and construction processes to the opening day and beyond, when evaluating additional capacity enhancement programs.

*Airside*

The core functions of Airside Operations are the:

- Availability of airfield lighting, signage and markings according to applicable rules and regulations,
- Operational readiness of the runway, taxiway and apron system,
- Parking stand provision and allocation,
- Responsibility for operating safety, efficiency and cleanliness of the airside facilities especially guaranteeing safety,
- Availability of airside services, such as marshalling and cleaning,
- Supplying current flight data to all involved parties and
- Reduction of wildlife hazard mitigation.

The subjects mentioned above are of utmost importance to ensure a safe, efficient, punctual and smooth airside operation. To fulfill these requirements in the nearest future, the Consortium´s general main principles are the provision of dedicated IT-systems (FIDS), conversion of the current aircraft stands into push-back and developing of additional aircraft parking areas.

Similar to the future terminal expansion program the development and upgrade of the airfields need to be carefully planned. Some airports require an imminent refurbishment of the runway/ taxiway system, others need an extension of the existing apron areas, some airports need both improvements. An individual solution for each airport will be provided taking into account the current condition of the airside facilities and the future traffic scenarios.

On top of the traffic driven expansions national and international regulations must be adhered to, e. g. ICAO and EASA rules and regulation.

A specific characteristic within the concession frame is formed by the fact of a joint military and civilian usage of some of the airports. For those airports the runway system comes under full responsibility of the Hellenic Air Force (HAF). Fraport, owner and operator of Frankfurt International Airport has a vast experience with such relationship, as part of the airport has been under military jurisdiction for decades until 31 December 2005. It goes without saying that the Consortium will continue the trustful partnership between military and civilian airport users from day one onwards for the benefit of both partners. As stipulated in the CA, the Consortium will provide technical equipment to the HAF to support their supervisory traffic control systems. Furthermore the Consortium will do its utmost to support the HAF as well as other state entities with any operational or technical assistance, if required.

***Safety and Security/ RFFS***

In terms of security all airports are working fairly well. The Consortium will implement some improvements in order to reach and maintain all requirements set by the related rules and regulations as well as by ICAO. Fraport´s experience and close contact to the European authorities will ensure all activities are fully compliant with the respective EU legislation.

Main focus in security will be given to the elimination of the bottlenecks created by passenger control as well as by baggage control systems (HBS). Additional facilities will be created as part of the immediate measures at all airports.

The first line of defense in airport security, the perimeter boundary, includes fences, barriers, and walls. Fences and walls should be tall and difficult for people to climb over. Ideally, they should also be able to withstand the force of a vehicle trying to drive through them. An airport with sea, lake, or river banks needs to consider restricting access from the water.

Security personnel should patrol the area regularly to keep watch for people trying to cut through the fence and surveillance technology, intrusion-detection technology and other IT - solutions should complement perimeter security. Surveillance cameras should be at all entry points, as well as in sensitive areas such as fuel depots.

The safety aspect is worth similar attention. In the aviation world, safety is a primary concern. As passenger traffic increases, the high standard of safety will only be sustainable with continuous reductions of safety relevant occurrences.

Forming part of the Hellenic Fire Fighting Services, the RFFS staff at the airports shows a wide range of professional skills in providing solid fire protection. The Consortium will fully support the RFFS in carrying out its duties, e. g. rehabilitate and modernize the RFFS stations where necessary and required. The RFFS will form an integrated part of the airport´s overall operation and thus being an important partner in all modernization and expansion activities at the airports.

Analysis of potential hazards as well as risks, proactive evaluation of procedures, risk management, internal reporting systems, safety policies, safety targets, as well as safety performance monitoring are necessary components of a successful Safety Management system (SMS) and contribute consistently to the avoidance of incidents and accidents. Furthermore all stakeholders, companies, organizations and their personnel on the airport contribute to the success of the system. Effective 25 November 2005 the International Civil aviation Organization (ICAO) has introduced and obligatory implemented a SMS for all their member states.

The airport SMS is a vital component within the Fraport AG´s organization, based on the standards and recommendations outlined in ICAO Annex 14, Annex 19 and the annotations laid down in ICAO Document 9774 (Manual on Certification of Aerodromes). Furthermore guidelines on the tasks and effects of a formal SMS are found in ICAO Document 9859, Safety Management manual (SMM). Additional mandatory implementing regulations within the European Union are described in Regulation EU 216/2008 and EU 139/2014.

In order to ensure the continued role as a key player in safety, the SMS was embedded as a steering process within the Integrated Management System (IMS) of Fraport AG. To manifest the importance of a sustainable and powerful SMS, Fraport´s SMS Manager has a direct communication and reporting line to Fraport´s Management Board. As this system has been proven a successful practice, the Consortium will plan to adopt the same procedure for theRegional Airports, as depicted on the organizational chart in chapter "Organizational Structure".

### *Commercial and Marketing Activities, Airport Charges Policy*

*Commercial*

Fraport as well as the Copelouzos Group have vast experience in successfully responding to business opportunities and realizing custom-tailored solutions worldwide. Especially Fraport´s knowledge gained during operation of international tourist airports in Antalya, Lima, Varna and Bourgas.

The commercial plan of the Consortium considers aviation, non-aviation and other activities. Currently the Regulated Aeronautical Charges (passenger fees, aircraft landing and parking fees) form the major part of the overall airport revenues. It is the Consortium´s belief that the non-aviation activities offer huge possibilities for improvements at all Regional Airports. The basic strategy is to offer improved, attractive shopping and food & beverage opportunities to passengers and visitors by re-designing the retail and commercial areas at the airports while at the same time changing the structure of the offer itself. Improvements will be possible almost immediately, on product structure and selection as well as advertising and promotion, and the refurbished and, even to a greater extend the new terminals will provide the layout, flow and space elements necessary to fully exploit the existing potential. All new terminals or terminal expansions will be designed according latest developments in commercial business, especially focusing on the retail activities on the airside of the terminals and creating modern and attractive market places sill maintaining the Greek style.

*Aviation Marketing*

The former sections detailed the Consortium´s short and long- term strategies for the development of the airports to transform them into modern and competitive traffic areas.

The current section contains a description of the Consortium´s marketing measure and tools to successfully reach the goals proposed.

Presently, operations at all airports are very seasonal. Even if the spring and fall months are used more strongly in the future, the main trust will always be marketing the locations as destinations in the sun.

The East Mediterranean is enjoying increasing popularity not only among Western European tourists but also among travelers from the CIS countries.

The profile of the different regions features the following attributes: reasonably prized, family-friendly and safe. But the regions are not only a bathing and sunshine area. Thanks to a varied landscape and cultural and historical richness it also has tourism potential that has not yet completely exploited. Therefore the Consortium strongly believes that the level of awareness of the vacation region and its airports can be further increased.

This should be achieved by following strategic steps, among others:

- Gaining new source countries together with new airlines
- Acquire additional low-cost airlines, e. g. from Eastern Europe

Following describes a variety of activities and tools which support the above mentioned goals:

- Direct approach to airlines operating at airports of the Fraport Group

- Integration into Fraport Group´s Internet marketing platform: www.fraport.com with a hit rate of more than 450,000 page impressions
- Advertising at other ´Fraport´ locations addressing approx. 90 million passengers each year

It is the clear understanding of the Consortium that the combined efforts of all involved parties, i.e. Tourism Agencies, State Authorities and local communities will lead to the desirable effects.

*Airport Charges Policy*

Another important factor for Aviation marketing is the applied airport charges regime at the Regional Airports. The Consortium´s approach to fees and charges to airport users is governed by the current regulations of the Hellenic Civil Aviation Authority (HCAA), by the CA applicable to this transaction and the best practices as observed in the global aviation industry. The Consortium plans to develop a pricing policy with individual charges for landing, parking, passenger service, etc., to stimulate further traffic growth, honor noise reduction (by managing arrival/departure time and aircraft turnaround time) and to remain competitive versus other Mediterranean tourist destinations. The Consortium fully commits to IATA´s position that there should be no discrimination between the different groups of users with regard to airport charges.

### *Utilities, Waste and Environmental Management*

Caused by continuous increase of electrical consumption at the airports, as well as a permanent increase of areas to be cooled, a sufficient number of the existing utility installation at various airports need a major rehabilitation or a complete new set-up. To optimize the consumption of the various installations, Fraport is using a wide variety of Building Management Systems (BMS) to control the in- and output of the different utility systems.

A BMS manages the electromechanical systems in a facility, including security, lighting, cooling, heating, and ventilation. These are also known sometimes as HVAC (heat, ventilation & air conditioning) systems. Sensors and other devices used by a BMS are called "points." These include thermostats, fire detection sensors, sprinklers, etc.

Building management is a key component of intelligent building design, where several subsystems tightly integrate so that they can operate with much greater efficiency, anticipating changes in weather and adjusting for the number of people in a given location, etc. Building management can also include rent and fees based on tenant occupancy and utilization.

The general outlook in regards to future utilities management cannot be completed without introducing the vital topic of Waste Management and Environment.

The Consortium intends to establish an environmental management system to protect and enhance the environment by improving environmental performance and avoiding or reducing environmental pollution, e. g. airport waste, where technically, organizationally, and economically feasible. Extensive self-monitoring within the scope of a continuous corporate eco audit program is an essential element of environmental management. The two guiding principles of the Consortium´s environmental efforts are: accepting responsibility and ensuring transparency.

This strategic outset of the Consortium includes measures to improve current processes influencing environmental impact at all Regional Airports.

A waste management program shall be prepared to monitor the activities of waste utilization. The program has the following goals:

- Decreasing or limiting the generation of waste, as well as its hazardousness
- Making it in-noxious in conformity with the ecological requirements
- Introducing a system for separate waste collections
- Improving the monitoring system and controlling the waste activities

For reaching the goals of the waste management program it is necessary to:

- Monitor the activities producing waste
- Monitor the movement of waste from its generation to the treatment and its final deposit
- Prepare and update the requirements of the normative base documents on waste management of the Consortium

Climate protection is one of the most important environmental challenges of our time. More than two percent of the CO2 emissions caused by humans are attributed to air traffic. According to an Airports Council International (ACI) estimate, the worldwide umbrella organization of airport operators, up to five percent of this amount is considered to come from airports.

Although airport operation causes only little damage to the world climate, the Consortium recognizes the significance of this issue and is reducing the emissions of gases affecting the climate at all its locations. Our activities focus on buildings and infrastructure facilities as well as on logistics and traffic.

The Consortium considers waste management and the impact on the environment as another important element of its general philosophy, thus having the responsibility assigned to the Headquarters, i. e. being part of the Quality Assurance Department.

# Στρατηγική Ανάλυση για την Ομάδα Α των Περιφερειακών Αεροδρομίων

Στις 4 Φεβρουαρίου 2014 το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ), λειτουργώντας εκ μέρους του Ελληνικού Δημοσίου, εξέδωσε την Πρόσκληση Υποβολής Προσφοράς για την παροχή υπηρεσιών σε σχέση με τη λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων του Ελληνικού Δημοσίου για περίοδο 40 ετών. Τα αεροδρόμια χωρίζονται σε 2 ομάδες των 7 αεροδρομίων η κάθε μία, οι οποίες παρουσιάζουν περίπου τα ίδια μεγέθη επιβατικής κίνησης και διαχωρίζονται ανάλογα με τις συγκεκριμένες περιφέρειες που είναι εγκατεστημένα, δηλαδή αναφέρονται ως «Ομάδα Α» τα αεροδρόμια που βρίσκονται στην Ηπειρωτική Ελλάδα, το Ιόνιο και την Κρήτη ενώ ως «Ομάδα Β» τα αεροδρόμια της περιοχής του Αιγαίου.

Βάσει της αξιολόγησης και της μελέτης όλων των πληροφοριών που διατέθηκαν, των επιτόπιων επισκέψεων και των ενημερώσεων που πραγματοποιήθηκαν, η Κοινοπραξία έχει συντάξει μια ολοκληρωμένη πρόταση. Τα κύρια στοιχεία της πρότασης, συμπεριλαμβανομένου ενός περιγράμματος της μελλοντικής στρατηγικής της Κοινοπραξίας, περιλαμβάνονται στην παρούσα σύνοψη. Το αναλυτικό περίγραμμα των προτεινόμενων προσεγγίσεων, μέτρων, στόχων, αρχών και φάσεων για την αναβάθμιση ή/και επέκταση των υφιστάμενων υποδομών και των εγκαταστάσεων των Επικείμενων Νέων Έργων ή Έργων Επέκτασης καθώς και Μελλοντικών Έργων των Περιφερειακών Αεροδρομίων θα αποτελέσει μέρος ενός επιπρόσθετου συνόλου εγγράφων.

Σε αυτήν την σύνοψη καλύπτονται τα ακόλουθα θέματα:

- Δέσμευση Κοινοπραξίας και Επιχειρηματική Στρατηγική
- Οργανωτική δομή της εταιρείας διαχείρισης κεντρικά και στο επίπεδο των περιφερειακών αεροδρομίων
- Μεταβατική Περίοδος
- Εκπαίδευση Προσωπικού
- Πρόβλεψη επιβατικής κίνησης
- Λειτουργίες
- Προστασία και Ασφάλεια/ RFFS
- Εμπορικές Δραστηριότητες και Μάρκετινγκ, Τιμολογιακή Πολιτική Αεροδρομίων
- Υποδομές Λειτουργίας Αεροδρομίων, Διαχείριση Απορριμμάτων και Περιβάλλοντος

### *Δέσμευση Κοινοπραξίας και Επιχειρηματική Στρατηγική*

Η δέσμευσή μας για τα Ελληνικά Περιφερειακά Αεροδρόμια: Η ικανοποίηση των απαιτήσεων των πελατών είναι ο καλύτερος έπαινος που μπορούμε να λάβουμε για τις ικανότητες μας.

Η Fraport σε κοινοπραξία με την Slentel Limited του Ομίλου Κοπελούζου, ως Προεπιλεγέντες Επενδυτές για την υποβολή προσφοράς για την παροχή υπηρεσιών σε σχέση με τη λειτουργία και συντήρηση της «Ομάδας Α» των Περιφερειακών Αεροδρομίων, είμαστε ενήμεροι αναφορικά με όλες τις τεχνικές, επιχειρησιακές και διαχειριστικές απαιτήσεις ώστε η Ομάδα Α των 7

Περιφερειακών Αεροδρομίων να εξελιχθεί σε ένα επιτυχημένο έργο και να μην υπολείπεται από τα έργα της Fraport που έχουν ήδη υλοποιηθεί.

Στην περίπτωση που η Κοινοπραξία ανακηρυχθεί Επιλεγείς Επενδυτής δεσμευόμαστε πλήρως για την υλοποίηση του έργου και ότι θα συνεργαζόμαστε με τα ενδιαφερόμενα μέρη. Σύμφωνα με την δική μας εμπειρία, που έχει αποκτηθεί από την διαχείριση του διεθνούς χαρτοφυλακίου αεροδρομίων μας και από περισσότερα από 150 έργα μας στα οποία ενεργούμε ως σύμβουλοι παγκοσμίως είμαστε έτοιμοι για μια ομαλή μετάβαση και υπολογίζουμε στο υφιστάμενο προσωπικό των Περιφερειακών Αεροδρομίων. Η μακροπρόθεσμη προοπτική των επενδύσεων μας θα οδηγήσει σε οφέλη μέσω των επιδόσεων των Ελληνικών Περιφερειακών Αεροδρομίων κατά τα έτη λειτουργίας, έναντι βραχυπρόθεσμων οικονομικών κερδών.

Επιπροσθέτως, η κοινοπραξία θα ενεργήσει σύμφωνα με τη Σύμβαση Παραχώρησης, όπως έχει αποδειχθεί και στις άλλες μας διεθνείς δραστηριότητες και θα παράσχει την απαιτούμενη Δεσμευτική Επένδυση για την ανάπτυξη των Ελληνικών Περιφερειακών Αεροδρομίων σε τουριστικές πύλες νησιωτικών και ηπειρωτικών προορισμών αυξάνοντας την άνεση για όλους τους χρήστες των αεροδρομίων.

Η Fraport AG και ο Όμιλος Κοπελούζου, συνδυάζουν τέλεια την αναγνωρισμένη παγκοσμίου κλάσης τεχνογνωσία σε θέματα διαχείρισης αεροδρομίων με την σε βάθος γνώση της ελληνικής αγοράς, το περιβάλλον της και την είσοδο διεθνών πελατών σε αυτήν την αγορά. Η Fraport διαθέτει ιστορικό επιτυχούς διαχείρισης αεροδρομίων και προσφορά υπηρεσιών αεροπορικών μεταφορών δηλ. συμβάσεις διαχείρισης αεροδρομίων σε όλο τον κόσμο για περισσότερο από μισό αιώνα. Ο Όμιλος Κοπελούζου θα εξασφαλίσει την ομαλή μετάβαση στην Ελληνική αγορά μέσω της εμπειρίας του ως όμιλος εταιρειών που δραστηριοποιείται στους τομείς της τεχνολογίας και της βιομηχανίας με έδρα στην Ελλάδα. Οι δύο εταίροι της Κοινοπραξίας έχουν ήδη από το 2010 διαμορφώσει μια μακροχρόνια συνεργασία στη διαχείριση του διεθνούς αεροδρομίου του Pulkovo, της Αγίας Πετρούπολης στην Ρωσία, αντιπροσωπεύοντας τους 2 από τους 3 μετόχους του αεροδρομίου.

Η Κοινοπραξία θα συντηρήσει και θα αναπτύξει τα Περιφερειακά Αεροδρόμια και όλα τα υφιστάμενα και μελλοντικά περιουσιακά τους στοιχεία εκμεταλλευόμενη όλες τις ευκαιρίες ανάπτυξης που θα υποστηρίζονται επιπροσθέτως και από την τεχνογνωσία και τις καινοτομίες μας. Το πρόγραμμα ανάπτυξης των υποδομών των αεροδρομίων που θα αναληφθεί από κοινού θα εξυπηρετεί τα αυξανόμενα μεγέθη επιβατών και εμπορευμάτων, διασφαλίζοντας με αυτόν τον τρόπο όχι μόνο εργασία για το υφιστάμενο προσωπικό, αλλά και τη δημιουργία νέων θέσεων εργασίας. Στόχος μας είναι η ανάπτυξη των Αεροδρομίων ως πύλες των τοπικών τουριστικών περιοχών με υψηλού επιπέδου ποιότητα υπηρεσιών για αεροπορικές εταιρείες, επιβάτες καθώς και τα αερομεταφερόμενα εμπορεύματα, αποτελώντας μια σημαντική κινητήρια δύναμη για την οικονομική ανάπτυξη της Ελληνικής τουριστικής επικράτειας με τα ακόλουθα χαρακτηριστικά:

- άνετη και ευχάριστη πύλη εισόδου/αναχώρησης για διεθνείς και εγχώριους επισκέπτες και τουρίστες της εκάστοτε περιοχής,
- υποδείγματα εξαιρετικής λειτουργίας και απόδοσης,
- κατασκευή νέων εγκαταστάσεων διαχείρισης επιβατών και βοηθητικών εγκαταστάσεων με σχεδιασμό και άνεση διεθνούς επιπέδου,
- υψηλή ποιότητα στην ικανοποίηση πελατών,
- συμμόρφωση με τα αυστηρότερα πρότυπα ασφάλειας και προστασίας των αερομεταφορών,

- ✈ εξαιρετικά υποδείγματα φιλικότητας προς το περιβάλλον,
- ✈ εργασιακή παραγωγικότητα συγκρίσιμη με εκείνη των κορυφαίων Δυτικών Ευρωπαϊκών αεροδρομίων,
- ✈ περιφερειακή πρωτοπορία ως προς την ικανοποίηση των υπαλλήλων και την εικόνα του εργοδότη.

Αυτοί οι φιλόδοξοι στόχοι θα επιτευχθούν με τα ακόλουθα μέτρα:

- ✈ προσέλκυση νέων αεροπορικών επιχειρήσεων μέσω στοχευμένων προσπαθειών μάρκετινγκ, οι οποίες καλύπτονται αναλυτικά στο κεφάλαιο "Αεροπορικό Μάρκετινγκ",
- ✈ προσφορά των υψηλότερων επιπέδων ασφάλειας και εξυπηρέτησης για όλους τους πελάτες του αεροδρομίου,
- ✈ ανάπτυξη μη-αεροπορικών επιχειρηματικών δραστηριοτήτων μέσω επέκτασης των χώρων λιανικής πώλησης και εστίασης και εισαγωγής ενός ελκυστικού συνδυασμού προϊόντων, όπως παρουσιάζεται στο κεφάλαιο «Εμπορικές Δραστηριότητες και Μάρκετινγκ»,
- ✈ συνδυασμός της τεχνογνωσίας των εταίρων της κοινοπραξίας με την υπάρχουσα γνώση των υπαλλήλων του Αεροδρομίου για την βελτίωση όλων των διαδικασιών, την αύξηση της παραγωγικότητας και την ενίσχυση των επιπέδων ποιότητας (παρακαλώ ανατρέξτε στο κεφάλαιο «Μεταβατική Περίοδος»),
- ✈ ενσωμάτωση του νεοπροσλαμβανόμενου προσωπικού μέσω εξατομικευμένων προγραμμάτων κατάρτισης και εκπαίδευσης, δημιουργώντας έτσι ομάδες με υψηλά κίνητρα, κερδίζοντας ταυτόχρονα επιχειρησιακή ευελιξία και αύξηση της παραγωγικότητας, όπως αυτά παρουσιάζονται στο κεφάλαιο «Εκπαίδευση Προσωπικού»,
- ✈ εφαρμογή νέων τεχνολογιών και καινοτομιών καθώς και τεχνικών μάρκετινγκ και διαχείρισης που θα επιτρέπουν την περαιτέρω αύξηση της επιβατικής κίνησης και παραγωγικότητας,
- ✈ περαιτέρω τόνωση της ανάπτυξης, αναπτύσσοντας και εφαρμόζοντας κοινές δράσεις μεταξύ όλων των εμπλεκόμενων μερών (διοικητικές αρχές καθώς και πελάτες) κατάλληλες για την αύξηση της επιβατικής κίνησης,
- ✈ εκμετάλλευση της παγκόσμιας εμπειρίας της Fraport σε διάφορα αεροδρόμια για την υποστήριξη της ανάπτυξης των αεροδρομίων,
- ✈ ομαλή μετάβαση στο καθεστώς παραχώρησης βασιζόμενη στην εμπειρία της Fraport από παρόμοια έργα, όπως παρουσιάζεται στο κεφάλαιο «Μεταβατική Περίοδος» και
- ✈ μεταφορά τεχνογνωσίας από την Fraport ως Επικεφαλής Διαχειριστής.

Για την επίτευξη των στρατηγικών της στόχων, η Κοινοπραξία θα καθιερώσει καλές σχέσεις και ευρεία συνεργασία μεταξύ των ενδιαφερόμενων μερών, τις Ελληνικές Αρχές (Υπουργείο Υποδομών, Μεταφορών και Δικτύων, Υπουργείο Πολιτισμού και Αθλητισμού, Κεντρικό Αρχαιολογικό Συμβούλιο, Ελληνική Υπηρεσία Πολιτικής Αεροπορίας), την Ελληνική Πολεμική Αεροπορία, τους διαχειριστές εναέριας κυκλοφορίας, την Ελληνική τουριστική βιομηχανία (τουριστικά γραφεία, τοπικοί φορείς τουρισμού, κλπ), τους εργαζόμενους του αεροδρομίου και τους φορείς παροχής υπηρεσιών που σχετίζονται με την αεροπορία προκειμένου να τεθούν τα θεμέλια για μια μακροχρόνια σχέση εμπιστοσύνης.

Η Κοινοπραξία θα αναπτύξει όλα τα αεροδρόμια ανεξάρτητα, αλλά κάτω από μία ενιαία κεντρική διοίκηση. Η στρατηγική κατεύθυνση θα επικεντρωθεί στον κύριο στόχο να τονώσει και να υποστηρίξει την επιπρόσθετη ανάπτυξη στις διάφορες περιοχές. Αυτή η πρόσθετη αύξηση θα τονώσει περαιτέρω την επιβατική κίνηση των αεροδρομίων, καθώς και θα προσδώσει οικονομική ευημερία στις αντίστοιχες τοπικές κοινωνίες. Επιπλέον, είναι βασικός στόχος της Κοινοπραξίας η ανάπτυξη όλων των αεροδρομίων σε ένα επίπεδο στο οποίο οι ταξιδιώτες θα αισθάνονται φιλόξενα κατά την άφιξή τους και θα διατηρούν τις ωραίες αναμνήσεις τους από την επίσκεψη τους στην Ελλάδα κατά την αναχώρηση.

Ο ανεξάρτητος τρόπος διαχείρισης για κάθε αεροδρόμιο συνοδευόμενος από μια κοινή γενική διοίκηση για ολόκληρη την εταιρεία, θεωρείται ως ο πλέον κατάλληλος τρόπος διοίκησης. Οι πελάτες θα πρέπει να εξυπηρετούνται εξίσου καλά σε όλα τα αεροδρόμια, και οι αποφάσεις για την παραχώρηση θέσεων στις αεροπορικές εταιρείες θα πρέπει να καθοδηγούνται μόνο από τη ζήτηση της επιβατικής κίνησης. Ωστόσο, για να επιτευχθεί μια προσαρμοσμένη ανάπτυξη για κάθε αεροδρόμιο, θα πρέπει να εφαρμοστούν εξειδικευμένα σχέδια ανάπτυξης των αεροδρομίων ανταποκρινόμενα στις ειδικές/συγκεκριμένες λειτουργικές και επενδυτικές απαιτήσεις των αεροδρομίων. Ο στόχος της κοινοπραξίας είναι να αποτελέσει έναν μακροχρόνιο στρατηγικό συνεργάτη της Ελληνικής Κυβέρνησης και να μεταφέρει την υψηλή τεχνογνωσία της, ούτως ώστε να αναπτύξει μια μακροχρόνια επιχειρηματική σχέση στην Ελλάδα. Η σοβαρότητα του μακροχρόνιου οράματος της Κοινοπραξίας θα επιφέρει πλεονεκτήματα μέσω της απόδοσης των διεθνών της δραστηριοτήτων πολυετούς διάρκειας και όχι απλώς βραχυπρόθεσμο κέρδος.

Αντιμετωπίζοντας όλες τις πτυχές μιας επιτυχούς αεροπορικής ανάπτυξης, η Κοινοπραξία είναι πεπεισμένη ότι έχει προετοιμάσει ένα ολοκληρωμένο στρατηγικό σχέδιο κατάλληλο για να απευθύνεται σε όλα τα αναμενόμενα επίπεδα ρυθμών ανάπτυξης, και ταυτόχρονα να είναι αρκετά ευέλικτο στην περίπτωση που παρουσιαστεί κάποιο αναπάντεχο συμβάν. Η επιτυχία προσέγγισης της Fraport στην ανάπτυξη αεροδρομίων σε όλο τον κόσμο έχει ήδη αποδειχθεί μέσω των αεροδρομίων της στην Αττάλεια, στη Λίμα, στην Αγία Πετρούπολη, στην Βάρνα, στο Μπουργκάς και στην Xi`an.

Στην αντίστοιχη σύνοψη ανάπτυξης του κάθε αεροδρομίου, παρουσιάζεται η επισκόπηση της εκτιμώμενης ανάπτυξης της επιβατικής κίνησης, περιγράφοντας τις τεχνικές και κατασκευαστικές απαιτήσεις του κάθε αεροδρομίου.

### *Οργανωτική Δομή*

Η οργανωτική δομή θεωρείται το κλειδί για την επιτυχή διαχείριση μιας Ομάδας αεροδρομίων.

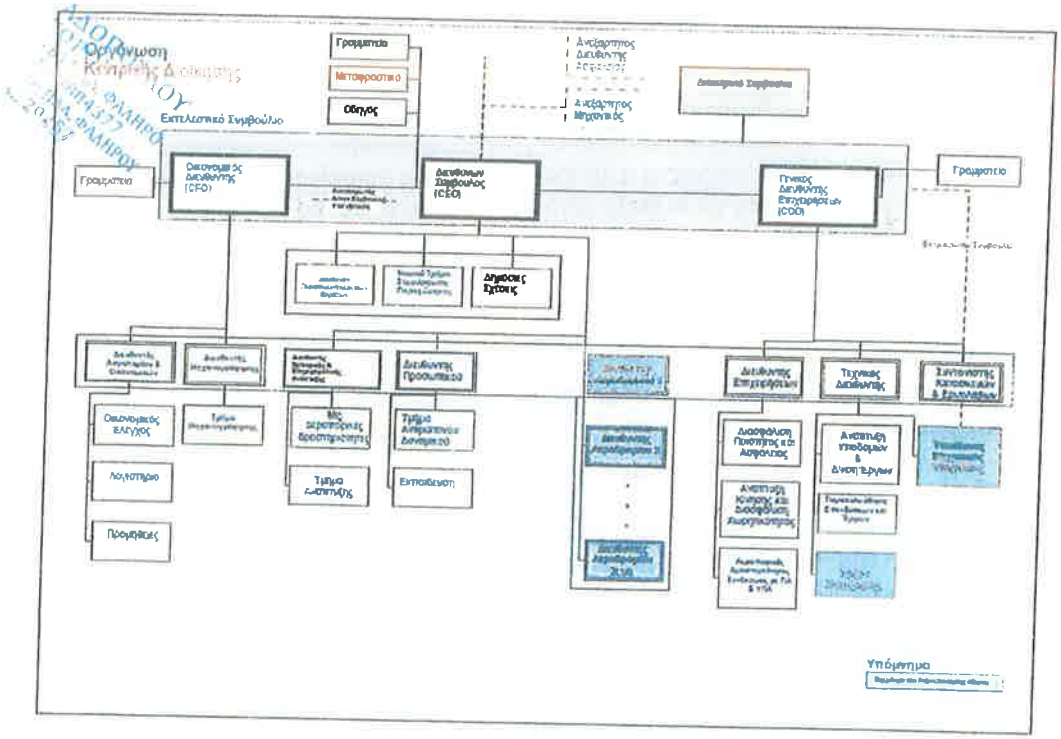
Η Fraport AG, διαθέτοντας την διεθνή εμπειρία της στη λειτουργία αεροδρομίων, προσφέρει την γνώση της στην διαχείριση όλων των δραστηριοτήτων που σχετίζονται με τα αεροδρόμια, όπως αυτό φαίνεται από αρκετές θυγατρικές σε όλον τον κόσμο. Η Κοινοπραξία έχει την πεποίθηση ότι θα αναπτύξει μια οργανωτική δομή που ταιριάζει καλύτερα στις απαιτήσεις των κανόνων της σύγχρονης διαχείρισης, καθώς και στις προκλήσεις του τοπικού περιβάλλοντος.

Η δομή της εταιρείας θα περιλαμβάνει ένα Διοικητικό Συμβούλιο και ένα Εκτελεστικό Συμβούλιο ενώ θα συσταθούν ξεχωριστές διοικήσεις Περιφερειακών Αεροδρομίων, υπεύθυνες για την καθημερινή διαχείριση των Περιφερειακών Αεροδρομίων. Το Εκτελεστικό Συμβούλιο θα αποτελείται από έναν Διευθύνοντα Σύμβουλο (Chief Executive Officer), έναν Οικονομικό Διευθυντή (Chief Financial Officer) και έναν Γενικό Διευθυντή Επιχειρήσεων (Chief Operating Officer). Κατά την μεταβατική περίοδο, μια ομάδα από εξειδικευμένους εμπειρογνώμονες διαχείρισης αεροδρομίων (Transition Team) (Ομάδα Μετάβασης) θα συμπληρώσει την ομάδα διοίκησης.

Το χαρακτηριστικό της οργανωτικής δομής είναι ότι οι βασικές λειτουργίες με υψηλές δυνατότητες συνέργειας θα ομαδοποιούνται και θα συγκεντρώνονται σε μονάδες επιχειρήσεων (business units) στα Κεντρικά Γραφεία (Έδρα) ώστε να ενισχύεται η αποδοτικότητα και η αποτελεσματικότητα όλης της Ομάδας. Όλες οι άλλες λειτουργίες με συγκεκριμένο τοπικό ενδιαφέρον θα βρίσκονται στα αντίστοιχα αεροδρόμια. Στα ίδια τα Κεντρικά Γραφεία, το Εκτελεστικό Συμβούλιο αποτελεί το μεγαλύτερης ζωτικής σημασίας τμήμα του οργανισμού, μαζί με την γενική διεύθυνση σε δεύτερο επίπεδο. Οι διευθυντές των περιφερειακών αεροδρομίων, αν και θα εδρεύουν στον χώρο του αεροδρομίου, θα αναφέρονται απευθείας στο Διευθύνοντα Σύμβουλο και θα αποτελούν επίσης τμήμα της γενικής διεύθυνσης της εταιρείας. Με τον τρόπο αυτό επιτυγχάνεται μια ευέλικτη διαχειριστική δομή με μικρές γραμμές αναφοράς, σαφή καθήκοντα και ισχυρές αρμοδιότητες.

Ο Διευθύνων Σύμβουλος θα είναι επικεφαλής των επιμέρους τμημάτων: της Διαχείρισης Περιβαλλοντικών Θεμάτων, του Νομικού Τμήματος/Τμήματος Συμμόρφωσης με την Σύμβαση Παραχώρησης και του τμήματος Δημοσίων Σχέσεων (PR). Εκτός από τους προαναφερθέντες διευθυντές αεροδρομίων, ο Διευθυντής Εμπορικής & Επιχειρηματικής Ανάπτυξης και ο Διευθυντής Ανθρώπινου Δυναμικού θα αναφέρονται επίσης απευθείας στο Διευθύνοντα Σύμβουλο. Επιπλέον, θα είναι και ο υπεύθυνος επικοινωνίας με τον Ανεξάρτητο Μηχανικό και το Ανεξάρτητο Διευθυντή Ασφάλειας - αυτές οι ειδικές λειτουργίες θα έχουν απευθείας πρόσβαση στον Διευθύνοντα Σύμβουλο. Ο Οικονομικός Διευθυντής θα είναι υπεύθυνος του τμήματος Οικονομικού Ελέγχου και του Λογιστηρίου, του τμήματος Προμηθειών και του τμήματος Μηχανογράφησης. Ο Γενικός Διευθυντής Επιχειρήσεων είναι το τρίτο μέλος του Εκτελεστικού Συμβουλίου, με το Διευθυντή Επιχειρήσεων, τον Τεχνικό Διευθυντή και το Συντονιστή Κατασκευών & Εργολάβων να αναφέρονται σε αυτόν.

Κάτω από το Εκτελεστικό Συμβούλιο, σε δεύτερο επίπεδο, θα υπάρχει μια ισχυρή γενική διεύθυνση αποτελούμενη από επτά διευθυντές και επιπλέον τους διευθυντές των αντίστοιχων τοπικών αεροδρομίων αντιπροσωπεύοντας ένα άλλο θεμελιώδες τμήμα της διοικητικής δομής των Κεντρικών Γραφείων. Μαζί με το διευθυντή αεροδρομίων, ο οποίος θα είναι υπεύθυνος για τα περιφερειακά αεροδρόμια, αντίστοιχοι διευθυντές θα είναι επικεφαλής των υπο-τμημάτων για τις λειτουργίες των Κεντρικών Γραφείων όπως: Οικονομικό Τμήμα, Λογιστήριο, Προμήθειες, Μηχανογράφηση, Εμπορική και Επιχειρηματική Ανάπτυξη, Ανθρώπινο Δυναμικό, Λειτουργικές Δραστηριότητες, Τεχνικό τμήμα και Συντονισμού EPC (Κατασκευών και Εργολαβιών). Αυτή η δομή εξασφαλίζει ότι όλα τα αεροδρόμια θα ακολουθούν τα ίδια πρότυπα και προδιαγραφές στην ποιότητα υπηρεσιών στο πλαίσιο της Κοινοπραξίας, οποιαδήποτε κι αν είναι αυτά: πρότυπα αναφοράς, πολιτικές προμηθειών, ποιότητα υπηρεσιών ή προτύπων ασφαλείας.




Ο σχεδιασμός της επέκτασης, οι προμήθειες, το νομικό και συμβατικό πλαίσιο καθώς και ο συντονισμός με τον Ανεξάρτητο Μηχανικό και τις αντίστοιχες κρατικές αρχές, όλων των έργων επέκτασης και ανακαίνισης είτε ανήκουν στα Επικείμενα είτε στα Μελλοντικά Έργα, διευθύνονται και ελέγχονται από τα Κεντρικά Γραφεία. Επιπλέον τα Κεντρικά Γραφεία θα λειτουργούν ως το πρώτο σημείο επαφής σε σχέση με τρίτα μέρη για όλα τα στρατηγικά έργα. Όλες οι εμπορικές δραστηριότητες και η προώθηση των επιμέρους αεροδρομίων θα συντονίζονται και θα διοικούνται κεντρικά, επιτρέποντας έτσι στους διευθυντές και το προσωπικό των επιμέρους Περιφερειακών Αεροδρομίων να επικεντρώνονται στην καθημερινή λειτουργία τους.

Η Κοινοπραξία δίνει ιδιαίτερη έμφαση στις καλές και στενές σχέσεις με την Ελληνική Υπηρεσία Πολιτικής Αεροπορίας και την Ελληνική Πολεμική Αεροπορία. Για αυτό το σκοπό θα συσταθεί ειδικό τμήμα Συνδέσμου με ΠΑ και ΥΠΑ και θα ανήκει στη σφαίρα ευθύνης του Διευθυντή Επιχειρήσεων, όχι μόνο για τον συντονισμό της καθημερινής λειτουργίας, αλλά και για την επίτευξη μιας κοινής στρατηγικής που θα αφορά σε μελλοντικές προκλήσεις.

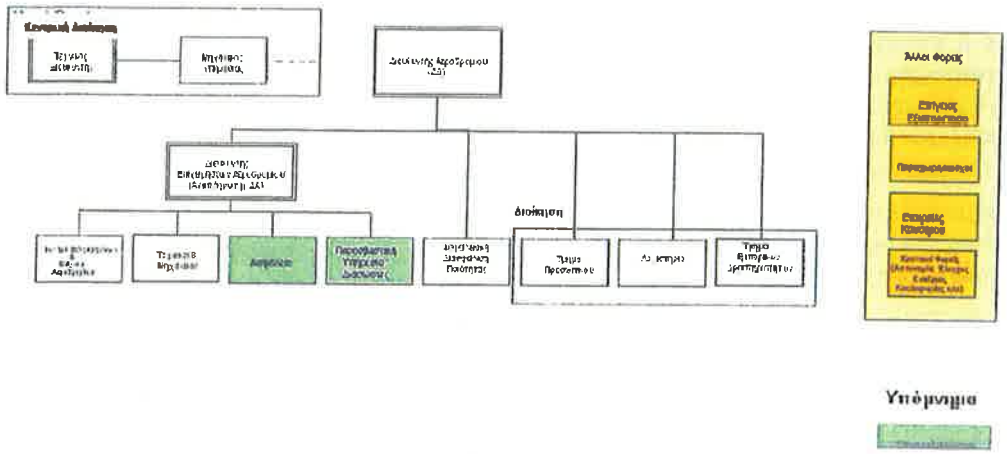
### *Τοπική Διαχείριση Αεροδρομίων*

Για την διαχείριση των Περιφερειακών Αεροδρομίων η Κοινοπραξία σχεδιάζει μια μικρή και αποτελεσματική ομάδα διαχείρισης για κάθε αεροδρόμιο τοπικά, που θα είναι εξειδικευμένη στη λειτουργία και στα τεχνικά θέματα των αεροδρομίων.

Επικεφαλής της τοπικής ομάδας διαχείρισης αεροδρομίου θα είναι ο Διευθυντής Αεροδρομίου, ο οποίος θεωρείται ότι ανήκει στο δεύτερο επίπεδο διοίκησης της εταιρείας. Παρόλο που ο Διευθυντής Αεροδρομίου αναφέρεται απευθείας στον Διευθύνοντα Σύμβουλο, φέρει την πλήρη ευθύνη για το αντίστοιχο αεροδρόμιο και ταυτόχρονα ενεργεί ως εκπρόσωπος της Κοινοπραξίας

απέναντι στις τοπικές αρχές και τις κοινότητες. Οι γενικές αρχές διαχείρισης και λειτουργίας κάθε αεροδρομίου καθορίζονται από τα Κεντρικά Γραφεία, ωστόσο η καθημερινή λειτουργία βρίσκεται, από κάθε άποψη, στη σφαίρα ευθύνης του Διευθυντή του Αεροδρομίου και της ομάδας του. Ο Διευθυντής Αεροδρομίου διατηρεί άμεσο έλεγχο επί ορισμένων τμημάτων λειτουργίας του προσωπικού, όπως αυτές του Τμήματος Ανθρώπινου Δυναμικού, Οικονομικών και Λογιστηρίου καθώς και του Εμπορικού Τμήματος και Συμβάσεων Παραχώρησης. Είναι ασφαλώς υπεύθυνος και για τις Δημόσιες Σχέσεις με την τοπική κοινότητα στην οποία ανήκει το αεροδρόμιο. Τμήματα όπως αυτά που αφορούν δραστηριότητες ανθρώπινου δυναμικού και οικονομικών θεμάτων συνεργάζονται στενά και συντονίζονται με το αντίστοιχο τμήμα των Κεντρικών Γραφείων. Άλλα τμήματα, όπως το Νομικό Τμήμα και το Τμήμα Διασφάλισης Ποιότητας καλύπτονται από τα Κεντρικά Γραφεία.

Τοπική Οργάνωση Αεροδρομίου




Για να εξασφαλιστεί η δυνατότητα απρόσκοπτης λειτουργίας των αεροδρομίων σε εικοσιτετράωρη βάση (24/7), θα υπάρχουν δύο Διευθυντές Επιχειρήσεων Αεροδρομίου, ένας ανά βάρδια, οι οποίοι θα είναι και Αναπληρωτές Διευθυντές Αεροδρομίου, σε περίπτωση απουσίας του Διευθυντή Αεροδρομίου.

Θα υπάρχει επίσης επί τόπου μια μικρή ομάδα αποτελούμενη από τεχνικούς και μηχανικούς οι οποίοι θα βρίσκονται σε ετοιμότητα να επέμβουν άμεσα κάθε φορά που λαμβάνει χώρα κάποια βλάβη. Οι βασικές εργασίες συντήρησης αποτελούν μέρος του Κεντρικού Τεχνικού Τμήματος.

Άλλες λειτουργίες θα αναθέτονται σε εξωτερικούς συνεργάτες ή θα διεκπεραιώνονται από τρίτους. Τέτοιες λειτουργίες ή υπηρεσίες περιλαμβάνουν τις Υπηρεσίες Διάσωσης και Πυρόσβεσης, Ασφαλείας, Εξυπηρέτησης Εδάφους, Ελέγχου Εναέριας Κυκλοφορίας, κ.ά. Στενές σχέσεις πρέπει να διατηρούνται με τα παραπάνω τρίτα μέρη, έτσι ώστε να διασφαλίζεται η ομαλή λειτουργία του αεροδρομίου ανά πάσα στιγμή. Το τελευταίο εμπίπτει και αυτό στη σφαίρα ευθύνης του Διευθυντή Αεροδρομίου.

***Μεταβατική Περίοδος***

Η Κοινοπραξία γνωρίζει πολύ καλά ότι μια συνειδητή και αποδοτική αλληλεπίδραση με το ανθρώπινο δυναμικό, είναι το κλειδί για τη βραχυπρόθεσμη, μεσοπρόθεσμη και μακροπρόθεσμη επιτυχία του Έργου και των αεροδρομίων. Εξίσου σημαντική είναι η δημιουργία και η διατήρηση μιας εκπαιδευτικής δομής που να ταιριάζει με τις επιχειρησιακές και λειτουργικές ροές, καθώς και με τις ανάγκες του πελάτη.

Η Fraport ως Επικεφαλής Διαχειριστής της Κοινοπραξίας έχει αποδεδειγμένο ιστορικό και ευρεία εμπειρία σε μεγάλο φάσμα της λειτουργίας και της ανάπτυξης των αεροδρομίων σε όλο τον κόσμο, στα οποία η διαχείριση των ανθρώπινων πόρων (τόσο του προσωπικού λειτουργίας όσο και της διοίκησης) και η κατάλληλη εκπαίδευση είναι καθοριστικοί παράγοντες.

Η εμπειρία που έχει αποκομίσει η Fraport από άλλα διεθνή αεροδρόμια, όπως, για παράδειγμα, του Ανόβερου στην Γερμανία, της Λίμα στο Περού, της Βάρνα και του Μπουργκάς στην Βουλγαρία, του Ριάντ και της Τζέντα στην Σαουδική Αραβία, του Δελχί στην Ινδία, της Αττάλειας στην Τουρκία και της Αγίας Πετρούπολης στην Ρωσία (όλα τα διαχειρίζεται η Fraport), αντανακλάται πλήρως στην προσέγγιση για τη μεταφορά προσωπικού στην Κοινοπραξία. Ωστόσο, δεν επιδιώκεται η εφαρμογή μιας υφιστάμενης, αποδεδειγμένης οργανωτικής δομής του αεροδρομίου της Φρανκφούρτης ή οποιουδήποτε άλλου αεροδρομίου του Ομίλου Fraport στη νέα εταιρεία. Η Κοινοπραξία αναγνωρίζει πλήρως τη μοναδικότητα του κάθε αεροδρομίου με το προσωπικό του, το πολιτιστικό/πολιτισμικό υπόβαθρο και τις λειτουργικές απαιτήσεις του, και θα αναπτύξει μια βάση οργάνωσης και προσωπικού που θα ταιριάζει απόλυτα με τις σχετικές διαρθρωτικές συνθήκες που διέπουν την Κοινοπραξία και τα ελεγχόμενα αεροδρόμια.

Πρέπει να επισημανθεί ότι η προσέγγιση που ακολουθεί η Κοινοπραξία αποσκοπεί στην καλύτερη δυνατή αξιοποίηση του συνόλου του προσωπικού (τόσο του επιχειρησιακού προσωπικού όσο και της διοίκησης) που είναι πρόθυμο να αποτελέσει μέρος της εταιρείας και των δομών της.

Η Κοινοπραξία βασίζεται στους υφιστάμενους εργαζόμενους της ΥΠΑ και στις ικανότητες τους, οι οποίοι εκτελούν εξαιρετική δουλειά στο δύσκολο περιβάλλον των υφιστάμενων υποδομών των Περιφερειακών Αεροδρομίων. Η Κοινοπραξία θα καταβάλει τη μέγιστη δυνατή προσπάθεια προκειμένου να απασχολήσει το υφιστάμενο προσωπικό σύμφωνα με τους όρους της αγοράς στον νέο οργανισμό της, προσφέροντάς τους αφενός ασφαλή εργασία και χώρο εργασίας σύμφωνα με τις ικανότητες, τις δεξιότητες και την προϋπηρεσία τους καθώς και την ανάληψη ευθύνης για τη μελλοντική ανάπτυξη των Περιφερειακών Αεροδρομίων, και αφετέρου την επίδειξη πρωτοβουλίας, ευελιξίας και δημιουργικότητας. Η Κοινοπραξία περαιτέρω θα υποστηρίξει την υφιστάμενη δομή οργάνωσης/ προσωπικού από εμπειρογνώμονες σε διάφορους τομείς.

Ζωτικής σημασίας για την ομαλή μετάβαση και την αλλαγή διοίκησης είναι το κομμάτι της επικοινωνίας προς και με τους διάφορους ενδιαφερόμενους φορείς των διαφόρων αεροδρομίων. Οι εργαζόμενοι ως ένα ουσιώδες τμήμα ενός αεροδρομίου, αποτελούν όχι μόνο έναν από τους σημαντικότερους φορείς του αεροδρομίου, αλλά και μία από τις βασικές ομάδες που θα επηρεαστούν από τις μεταβατικές και άλλες σχετικές αλλαγές. Η Κοινοπραξία έχει πλήρη επίγνωση για το ενδεχόμενο της αβεβαιότητας και των ανησυχιών των υπαλλήλων για το μέλλον τους εξαιτίας της επικείμενης αλλαγής. Ως εκ τούτου, η Κοινοπραξία θα αντιμετωπίσει αυτές τις ανησυχίες των εργαζομένων μέσω σωστής επικοινωνίας και παροχής συμβουλευτικών υπηρεσιών.

Η βασική προσέγγιση της Κοινοπραξίας αναφορικά με την επικοινωνία θα πρέπει να βασίζεται στη διαφάνεια και τη συμμετοχή.

***"Συνέχεια με Αλλαγή"***

Η Κοινοπραξία θα παράσχει στους εργαζομένους ενημέρωση αναφορικά με το υπόβαθρο των μετόχων της και τα σχέδιά τους για ανάπτυξη ήδη σε πολύ πρώιμο στάδιο. Αυτή η επιδίωξη για διαφάνεια και συμμετοχή θα περιορίσει την πιθανή αβεβαιότητα και τον φόβο του προσωπικού σχετικά με την επερχόμενη αλλαγή ενώ θα καταστήσει σαφές ότι δεν αναμένεται ή επιδιώκεται η υλοποίηση πλήρους αλλαγής σε όλους τους τομείς. Η Κοινοπραξία επιδιώκει αντίθετα να επωφεληθεί από το υφιστάμενο δυναμικό του προσωπικού και του οργανισμού, εντοπίζοντας πιθανούς τομείς βελτίωσης και να αναπτύξει ς αυτούς τους τομείς με τον καλύτερο δυνατό τρόπο.

Μια πρώτη συνάντηση με τους σημερινούς διευθυντές θα είναι το πρώτο βήμα για να τους ενημερώσουμε σχετικά με το Έργο, το όραμα της Κοινοπραξίας, τους στόχους και τις προσδοκίες, καθώς και να απαντήσουμε σε όλα τα ερωτήματα που μπορεί να προκύψουν. Αυτή η συνάντηση θα ενισχυθεί από μια εκστρατεία ενημέρωσης και από συναντήσεις με τους εργαζόμενους, σε κατάλληλη βάση.

***Εκπαίδευση Προσωπικού***

Τα προγράμματα εκπαίδευσης αποτελούν ένα απαραίτητο κομμάτι για την υποστήριξη του συνολικού στόχου τοποθέτησης των Περιφερειακών Αεροδρομίων ως τα καλύτερα στη πράξη.

Το τμήμα εκπαίδευσης της Fraport έχει αναπτύξει ένα πλήρες σύνολο διαφόρων εκπαιδευτικών προγραμμάτων που σχετίζεται με όλες τις πτυχές διαχείρισης και λειτουργίας αεροδρομίων. Κατά τα τελευταία χρόνια, δύο εκπαιδευτικά ιδρύματα μέσω διαδικτύου έχουν αναπτυχθεί, προκειμένου να εξασφαλίζεται η επίτευξη των στόχων του Ομίλου Fraport. Τα ιδρύματα αυτά, αν και εφαρμόζουν τις ίδιες αρχές και κατευθυντήριες γραμμές, απευθύνονται σε διαφορετικές ομάδες–στόχους (target groups):

*Το Fraport College* προσφέρει ένα ευρύ φάσμα ειδικών προγραμμάτων εκπαίδευσης και εξέλιξης για όλους τους υπαλλήλους, το οποίο απαρτίζεται από, αλλά δεν περιορίζεται, στα παρακάτω:

- Επιχειρησιακή Εκπαίδευση,
- Εργασιακές Δεξιότητες και Μέθοδοι,
- Επεξεργασία Ηλεκτρονικών Δεδομένων,
- Ξένες Γλώσσες,
- Διαχείριση Ποιότητας,
- Ανάπτυξη Ηγετικών Ικανοτήτων,
- Τεχνικές Διαχείρισης και
- Προσαρμοσμένα προγράμματα για την κάλυψη των τρεχουσών προκλήσεων της επιχειρηματικότητας στην αεροπορική βιομηχανία.

Η εκπαίδευση και εξέλιξη του προσωπικού θεωρείται ως ένας από τους πυλώνες υποστήριξης της εταιρικής στρατηγικής της Fraport και προωθεί την αμοιβαία επιχειρηματική κατανόηση. Όλα τα προγράμματα είναι προσαρμοσμένα στις ανάγκες των συμμετεχόντων, επικεντρωμένα στην πρακτική και σχετικά με την καθημερινή εργασία, υποστηρίζοντας την ανταλλαγή γνώσης και την δικτύωση.

Η *Fraport Academy* είναι το Εταιρικό Πανεπιστήμιο της Fraport AG. Είναι υπεύθυνο για τη στρατηγική εξέλιξη 800 κορυφαίων και μεσαίων στελεχών, εμπειρογνωμόνων και υποψηφίων για θέσεις διαχείρισης του Ομίλου Fraport. Αυτό το πρόγραμμα προσφέρει μαθήματα που περιλαμβάνουν αλλά δεν περιορίζονται στα κάτωθι:

- Ενσωμάτωση Νέων Υπαλλήλων,
- Αεροπορική Επιχειρηματικότητα,
- Ηγεσία σε Εφαρμογή,
- Οικονομικά Ακίνητης Περιουσίας,
- Μεταπτυχιακό Διοίκησης Επιχειρήσεων,
- Διαχείριση Έργων,
- Επιχειρηματικός Σχεδιασμός,
- Χρηματοοικονομικά και Έλεγχος,
- Προγράμματα Καθοδήγησης,
- Διαχείριση Αλλαγών κλπ.

Ο στόχος του προγράμματος εκπαίδευσης και εξέλιξης που υλοποιείται στο πλαίσιο της Κοινοπραξίας είναι η αύξηση των δεξιοτήτων και του γνωστικού υπόβαθρου του προσωπικού, αυξάνοντας έτσι τα επίπεδα ποιότητας και τα πρότυπα των υπηρεσιών σε όλα τα αεροδρόμια.

Το πρόγραμμα προβλέπεται να ξεκινήσει με την εκπαίδευση, τόσο για επαγγελματικές όσο και προσωπικές δεξιότητες του προσωπικού, καθώς και με τη μεταφορά τεχνογνωσίας αμέσως μετά την Ημερομηνία Έναρξης Παραχώρησης. Ο βαθμός ευελιξίας και η προοπτική ανάπτυξης των Περιφερειακών Αεροδρομίων εξαρτώνται από την ικανότητα των εργαζομένων να αντιδράσουν επαρκώς στις προκλήσεις μιας διαρκούς μεταβαλλόμενης βιομηχανίας και ενός ιδιαίτερα δυναμικού επαγγελματικού περιβάλλοντος. Η Κοινοπραξία σκοπεύει να συνεχίσει το πρόγραμμα εκπαίδευσης και εξέλιξης για πολλά χρόνια προκειμένου να εξυπηρετήσει στην αντιμετώπιση των τεχνολογικών εξελίξεων, την αναβάθμιση των υπηρεσιών και των καινοτομιών καθώς και των νέων διαδικασιών. Είναι επιτακτική ανάγκη η συνεχής ενημέρωση και εκπαίδευση του εργατικού δυναμικού σχετικά με τη βελτίωση των διαχειριστικών διαδικασιών ή την διόρθωση ατελειών στις υπηρεσίες. Οι απαιτήσεις αυτές θα καθορίσουν το ρυθμό των δραστηριοτήτων της Κοινοπραξίας στον τομέα αυτό.

### *Πρόβλεψη Επιβατικής Κίνησης*

Βάση για την ανάπτυξη του κάθε αεροδρομίου αποτελεί η μακροπρόθεσμη πρόβλεψη, η οποία επιτρέπει μια λεπτομερή ανάλυση των απαιτήσεων χωρητικότητας και το σχεδιασμό και την εφαρμογή των κατάλληλων διαδικασιών. Η πρόβλεψη της επιβατικής κίνησης διαμορφώνει επίσης τη βάση για τον υπολογισμό των κινήσεων, του συνδυασμού των αεροσκαφών και των επιβατών σε ώρα αιχμής, τα οποία είναι απαραίτητα για το σχεδιασμό επιπλέον χωρητικότητας του αεροσταθμού και του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου.

Η Κοινοπραξία έχει διεξάγει μια τέτοια πρόβλεψη της επιβατικής κίνησης λαμβάνοντας υπόψη τον αναμενόμενο όγκο της επιβατικής κίνησης για την κάθε συγκεκριμένη περιοχή και το προβλεπόμενο δυναμικό ανάπτυξής της, καθώς αυτές αποτελούν τις αγορές που εξυπηρετούν τα αεροδρόμια. Με βάση τα αποτελέσματα των προβλέψεων η Κοινοπραξία έχει σχεδιάσει όλες τις απαιτούμενες επενδύσεις σε έργα υποδομής, καθώς και όλα τα λειτουργικά θέματα π.χ. τις διαδικασίες του αεροδρομίου, τον αριθμό του προσωπικού, καθώς και τις μη αεροπορικές δραστηριότητες.

Λεπτομέρειες της πρόβλεψης της επιβατικής κίνησης για κάθε αεροδρόμιο μπορεί να βρεθεί στην αντίστοιχη σύνοψη.

### *Λειτουργίες*

Τα περισσότερα Περιφερειακά Αεροδρόμια σε αυτήν την Ομάδα λειτουργούν υπερβαίνοντας τα όρια των δυνατοτήτων τους. Ως εκ τούτου, η Κοινοπραξία, αμέσως μετά την ανάληψη των αεροδρομίων, θα επικεντρώσει την προσοχή της στην επέκταση των υφιστάμενων εγκαταστάσεων με τρόπο κατάλληλο ώστε να εξυπηρετηθούν στον καλύτερο δυνατό βαθμό οι λειτουργικές ανάγκες τους, για παράδειγμα τα προγραμματισμένα Επικείμενα Έργα (ανακαίνισης και επέκτασης) θα εξασφαλίσουν όχι μόνο την κάλυψη της αναμενόμενης αύξησης της επιβατικής κίνησης για την βραχυπρόθεσμη και μεσοπρόθεσμη περίοδο, αλλά θα βελτιώσουν επίσης την ποιότητα και την άνεση των επιβατών και των άλλων εμπλεκόμενων φορέων. Ταυτόχρονα, θα ξεκινήσει για όλα τα αεροδρόμια ο σχεδιασμός των κύριων επεκτάσεων, προκειμένου να αντιμετωπιστούν τα προβλήματα περιορισμών που αντιμετωπίζονται σήμερα.

Οι περαιτέρω λεπτομέρειες σχετικά με τις προγραμματισμένες εργασίες παρουσιάζονται στην αντίστοιχη σύνοψη ανάπτυξης του εκάστοτε αεροδρομίου.

*Αεροσταθμός*

Η Λειτουργία του Αεροσταθμού περιλαμβάνει τη συνολική διαχείριση των εγκαταστάσεων του σταθμού και των διαδικασιών των επιβατών και των αποσκευών. Η Λειτουργία του Αεροσταθμού, όπως την αντιλαμβάνεται η Κοινοπραξία, περιλαμβάνει:

- Παροχή ασφαλών και ενδεδειγμένων εγκαταστάσεων αεροσταθμού και διαχείρισης των επιβατών σύμφωνα με τους ισχύοντες κανόνες και κανονισμούς,
- Ευθύνη για την ασφαλή λειτουργία, την αποδοτικότητα και την καθαριότητα των εγκαταστάσεων του αεροσταθμού, ιδιαιτέρως όσον αφορά τη διασφάλιση της καθαριότητας,
- Διαχείριση της ροής των επιβατών,
- Εξυπηρέτηση των επιβατών, η οποία περιλαμβάνει Υπηρεσίες Πληροφοριών, Απολεσθέντα, Τηλεφωνικό Κέντρο και την Υπηρεσία VIP/CIP, κατά περίπτωση,
- Παροχή τρέχουσας ενημέρωσης πτήσεων στους αναχωρούντες και αφιχθέντες επιβάτες, καθώς και στα πρόσωπα που τους αναμένουν ή τους αποχαιρετούν σε κύρια σημεία για την διευκόλυνση τους και
- Παροχή επαρκών βοηθητικών εγκαταστάσεων επιβατών εντός δημόσιων και μη χώρων.

Είναι αυτονόητο ότι η εφαρμογή νέων τεχνολογιών και καινοτομιών αποτελεί ένα σημαντικό μέρος της σύγχρονης λειτουργίας ενός τερματικού σταθμού που στοχεύει στο μέλλον, όπως για παράδειγμα εισαγωγή δικτύων WLAN ή η εξασφάλιση πινάκων LED FIDS.

Για να εξασφαλίζεται συνεχής και ομαλή διαδικασία κατά την άφιξη και την αναχώρηση, δίνεται ιδιαίτερη έμφαση στην παροχή επαρκούς χώρου, όχι μόνο για την διαχείριση επιβατών και αποσκευών, αλλά και για το προσωπικό του αεροσταθμού, τις κρατικές υπηρεσίες και τους άλλους εμπλεκόμενους φορείς. Για να είναι εγγυημένη η σταθερή λειτουργία του αεροσταθμού σε βραχυπρόθεσμη και μεσοπρόθεσμη βάση, τα Επικείμενα Έργα Ανακαίνισης και Επέκτασης σχεδιάζονται με τέτοιο τρόπο ώστε να παρασχεθούν οι χώροι που απαιτούνται σε συνδυασμό με την εφαρμογή νέων και βελτιωμένων υφιστάμενων τεχνολογιών.

Όσον αφορά τις μακροπρόθεσμες επιπρόσθετες επεκτάσεις του αεροσταθμού, αυτές σχεδιάζονται σε ένα διάστημα διάρκειας περίπου 10 ετών ούτως ώστε να εξασφαλίζεται η αδιάλειπτη λειτουργία εντός και εκτός των χώρων του αεροσταθμού για το μεγαλύτερο χρονικό διάστημα καθώς και να παρέχονται επαρκείς επιλογές για την αντιμετώπιση τυχόν απρόβλεπτων αλλαγών στον τομέα των

αερομεταφορών, για παράδειγμα μεγαλύτερος αριθμός επιβατών, δικαιοδοτικές αλλαγές στην εξυπηρέτηση επιβατών (π.χ. εντός/εκτός Σένγκεν, ΕΕ/εκτός ΕΕ) κ.λπ. Όλες οι επεκτάσεις του αεροσταθμού θα βασίζονται κυρίως στο μελλοντικό σχεδιασμό της επιβατικής κίνησης. Στο Χρηματοοικονομικό Μοντέλο της Προσφοράς μας παρουσιάζεται το σχετικό λεπτομερές πρόγραμμα επενδύσεων.

Στο πρόγραμμα επεκτάσεων των αεροδρομίων έχουν αποτυπωθεί συγκεκριμένες περίοδοι με λεπτομερή σχεδιασμό επιτρέποντας βελτιώσεις του σχεδιασμού σε συνδυασμό με εύλογο χρονικό διάστημα για αναθεωρήσεις, που μπορεί να απαιτηθούν από λειτουργικές απαιτήσεις, όπως για παράδειγμα τυχόν αλλαγές στις οδηγίες του ICAO/IATA, πριν την υποβολή τους για έγκριση και κατασκευή. Επιπλέον εξασφαλίζεται επαρκές χρονικό πλαίσιο για την υποχρεωτική εξέταση από τον Ανεξάρτητο Μηχανικό όπως ορίζεται στη Σύμβαση Παραχώρησης.

Η Κοινοπραξία έχει σαφή αντίληψη ότι δεν υπάρχει μία και μοναδική λύση για όλα ("One-Size-Fits-All" solution) που να μπορεί να εφαρμοστεί σε όλες τις επεκτάσεις των αεροσταθμών. Κάθε περίπτωση θα αξιολογηθεί ξεχωριστά και θα αναπτυχθούν λύσεις που θα ανταποκρίνονται στις απαιτήσεις των χρηστών, δηλαδή των επιβατών, των αεροπορικών εταιρειών, των κυβερνητικών οργανισμών, του παραχωρησιούχου ή των υπαλλήλων.

Τα σχέδια που θα αναπτυχθούν θα ελέγχονται αυστηρά και θα αξιολογούνται με σκοπό τον εντοπισμό και μετριασμό των περιορισμών, καθώς και την ανάπτυξη δραστηριοτήτων μέσω της βελτιστοποίησης των χώρων. Αυτό μπορεί να υλοποιηθεί με τη χρήση ειδικών εργαλείων και τεχνικών όπως μοντέλων προσομοίωσης των επιβατών, ανάλυση επιφάνειας εργασίας (desktop analysis), έρευνες επιβατών και τη δημιουργία ενός συνεργατικού περιβάλλοντος εργασίας με πνεύμα ομάδας.

Ο συνδυασμός των παραπάνω μεθόδων αποδείχθηκε ότι είναι εξαιρετικά αποτελεσματικός στο σχεδιασμό και την κατασκευή νέων εγκαταστάσεων επιβατών στο αεροδρόμιο της Φρανκφούρτης, όπου ένα συνεχές πρόγραμμα επέκτασης του τερματικού σταθμού είναι εν εξελίξει τις τελευταίες δεκαετίες.

Η διαδικασία αυτή θα ισχύσει από την πρώτη ημέρα για όλες τις επεκτάσεις, είτε αφορά τα Επικείμενα είτε τα Μελλοντικά Έργα, μέσα από τις διαδικασίες σχεδιασμού και κατασκευής, μέχρι την έναρξη και μετά από αυτήν και κατά την αξιολόγηση των προγραμμάτων ενίσχυσης πρόσθετης χωρητικότητας.

### *Χώρος Ελεγχόμενης Πρόσβασης Αεροδρομίου (Airside)*

Οι κύριες λειτουργίες στον Χώρο Ελεγχόμενης Πρόσβασης είναι:

- Διαθεσιμότητα του φωτισμού του διαδρόμου προσγείωσης/απογείωσης και σήμανση σύμφωνα με τους ισχύοντες κανόνες και κανονισμούς,
- Επιχειρησιακή ετοιμότητα των συστημάτων του διαδρόμου, του τροχοδρόμου και του χώρου ελιγμών,
- Παροχή και κατανομή των θέσεων στάθμευσης των αεροσκαφών,
- Ευθύνη για την ασφαλή λειτουργία, την αποδοτικότητα και την καθαριότητα των εγκαταστάσεων του χώρου ελεγχόμενης πρόσβασης, με ιδιαίτερη έμφαση στην ασφάλεια,
- Παροχή και διαθεσιμότητα υπηρεσιών στον χώρο ελεγχόμενης πρόσβασης όπως καθοδήγησης των αεροσκαφών (marshalling) και καθαριότητας,

- Παροχή τρεχουσών πληροφοριών πτήσεων σε όλους τους ενδιαφερόμενους και
- Περιορισμός κινδύνων προερχόμενους από την πανίδα.

Τα παραπάνω θέματα είναι υψίστης σημασίας για να εξασφαλιστεί η ασφαλής, αποτελεσματική, έγκαιρη και ομαλή λειτουργία του ελεγχόμενου χώρου του αερολιμένα. Η πρόβλεψη εξειδικευμένων IT-συστημάτων (FIDS), η μετατροπή των υφιστάμενων θέσεων στάθμευσης των αεροσκαφών σε θέσεις με δυνατότητα οπισθέλκυσης και η ανάπτυξη επιπρόσθετων χώρων στάθμευσης αεροσκαφών, αποτελούν βασικές αρχές της Κοινοπραξίας με σκοπό να εξασφαλίζονται στο άμεσο μέλλον οι παραπάνω προϋποθέσεις.

Η ανάπτυξη και η αναβάθμιση των διαδρόμων προσγείωσης/απογείωσης θα πρέπει επίσης να σχεδιαστεί προσεκτικά σε συνδυασμό με το μελλοντικό πρόγραμμα επέκτασης του αεροσταθμού. Σε μερικά αεροδρόμια απαιτείται άμεσα ανακαίνιση των διαδρόμων/τροχοδρόμων, σε άλλα χρειάζεται επέκταση των υφιστάμενων χώρων ελιγμών/στάθμευσης αεροσκαφών, ενώ ορισμένα αεροδρόμια χρειάζονται βελτιώσεις και στους δύο αυτούς τομείς.

Σε κάθε αεροδρόμιο θα πρέπει να παρασχεθεί ξεχωριστή λύση, λαμβάνοντας υπόψη την υφιστάμενη κατάσταση των εγκαταστάσεων του ελεγχόμενου χώρου του αεροδρομίου και τα μελλοντικά σενάρια επιβατικής κίνησης.

Πλέον των επεκτάσεων που απαιτούνται λόγω της κίνησης επιβατών, θα πρέπει να εξασφαλίζεται η τήρηση των εθνικών και διεθνών κανονισμών, όπως για παράδειγμα οι κανόνες και οι κανονισμοί του ICAO και της EASA.

Ένα ιδιαίτερο χαρακτηριστικό στα πλαίσια της παραχώρησης είναι το γεγονός της ταυτόχρονης στρατιωτικής και πολιτικής χρήσης ορισμένων αεροδρομίων. Για αυτά τα αεροδρόμια ο τομέας των του διαδρόμων υπάγεται στην πλήρη ευθύνη της Ελληνικής Πολεμικής Αεροπορίας (ΠΑ).

Η Fraport, ως ιδιοκτήτης και διαχειριστής του Διεθνούς Αεροδρομίου της Φρανκφούρτης διαθέτει τεράστια εμπειρία σε παρόμοιες σχέσεις, καθώς μέρος του αεροδρομίου ήταν υπό στρατιωτική δικαιοδοσία για δεκαετίες έως την 31 Δεκεμβρίου 2005. Είναι αυτονόητο ότι η Κοινοπραξία θα συνεχίσει την συνεργασία εμπιστοσύνης μεταξύ των στρατιωτικών και πολιτικών χρηστών του αεροδρομίου από την πρώτη μέρα, προς όφελος και των δύο μερών. Όπως ορίζεται στην Σύμβαση Παραχώρησης, η Κοινοπραξία θα παρέξει τεχνικό εξοπλισμό στην Πολεμική Αεροπορία για την υποστήριξη των εποπτικών συστημάτων ελέγχου κυκλοφορίας. Επιπλέον, η Κοινοπραξία θα καταβάλλει κάθε δυνατή προσπάθεια για τη υποστήριξη της ΠΑ, καθώς και άλλων κρατικών φορέων με οποιαδήποτε επιχειρησιακή ή τεχνική βοήθεια, εφόσον απαιτηθεί.

***Προστασία και Ασφάλεια/ RFFS***

Από την άποψη της ασφάλειας όλα τα αεροδρόμια λειτουργούν αρκετά καλά. Η κοινοπραξία θα εφαρμόσει κάποιες βελτιώσεις προκειμένου να επιτύχει και να διατηρήσει όλες τις απαιτήσεις που καθορίζονται από τους σχετικούς κανόνες και κανονισμούς, καθώς και από τον ICAO. Η εμπειρία της Fraport και η στενή επαφή της με τις Ευρωπαϊκές αρχές θα διασφαλίσει ότι όλες οι δραστηριότητες συμμορφώνονται πλήρως με την αντίστοιχη νομοθεσία της ΕΕ.

Κύρια έμφαση στον τομέα της ασφάλειας θα πρέπει να δοθεί στην εξάλειψη του συνωστισμού που δημιουργείται κατά τον έλεγχο των επιβατών, καθώς και στα συστήματα ελέγχου αποσκευών

(HBS). Πρόσθετες εγκαταστάσεις θα διαμορφωθούν στο πλαίσιο των επικείμενων μέτρων σε όλα τα αερόδρόμια.

Η πρώτη γραμμή άμυνας στην ασφάλεια του αεροδρομίου, τα περιμετρικά όρια, περιλαμβάνουν φράκτες, εμπόδια και τοίχους. Οι περιφράξεις και οι τοίχοι θα πρέπει να είναι ψηλοί και να είναι δύσκολο για ανθρώπους να σκαρφαλώσουν από πάνω. Ιδανικά, θα πρέπει επίσης να είναι σε θέση να αντέχουν στην πρόσκρουση με ένα όχημα που προσπαθεί να τα παραβιάσει. Σε ένα αεροδρόμιο που συνορεύει με θάλασσα, λίμνη ή ποτάμι θα πρέπει να εξετάζεται ο περιορισμός της πρόσβασης από το υδάτινο περιβάλλον.

Το προσωπικό ασφαλείας θα πρέπει να περιπολεί την περιοχή τακτικά για να αποτρέπει τους ανθρώπους που προσπαθούν να περάσουν μέσα από το φράχτη ενώ τεχνολογίες επιτήρησης, ανίχνευσης εισβολής και άλλες λύσεις IT συστημάτων θα πρέπει να συμπληρώνουν την περιμετρική ασφάλεια. Κάμερες παρακολούθησης θα πρέπει να υπάρχουν σε όλα τα σημεία εισόδου, καθώς και σε ευαίσθητους χώρους, όπως οι αποθήκες καυσίμων.

Ο τομέας της προστασίας είναι εξίσου σημαντικός. Στον κόσμο της αεροπλοΐας, η προστασία είναι πρωταρχικό μέλημα. Καθώς η κίνηση των επιβατών αυξάνεται, το υψηλό επίπεδο της προστασίας θα είναι διατηρήσιμο μόνο με συνεχείς μειώσεις σχετικών περιστατικών.

Καθώς αποτελούν μέρος του Ελληνικού Πυροσβεστικού Σώματος, το προσωπικό υπηρεσιών διάσωσης και πυρόσβεσης των αεροδρομίων παρουσιάζει ένα ευρύ φάσμα επαγγελματικών δεξιοτήτων στην παροχή πυροπροστασίας. Η κοινοπραξία θα υποστηρίξει πλήρως το τμήμα πυρόσβεσης και διασωστών στην εκτέλεση των καθηκόντων του, για παράδειγμα την αποκατάσταση και τον εκσυγχρονισμό των σταθμών υπηρεσιών διάσωσης και πυρόσβεσης, όπου είναι απαραίτητο και απαιτείται. Τα τμήμα Πυρόσβεσης και Διάσωσης θα ενσωματωθεί πλήρως ως αναπόσπαστο μέρος της συνολικής λειτουργίας του αεροδρομίου και θα είναι επομένως ένας σημαντικός συνεργάτης σε όλες τις δραστηριότητες εκσυγχρονισμού και επέκτασης στα αεροδρόμια.

Ανάλυση των πιθανών αστοχιών καθώς και κινδύνων, προληπτική αξιολόγηση των διαδικασιών διαχείρισης κινδύνων, συστήματα εσωτερικής αναφοράς, πολιτικές ασφαλείας, στόχοι της ασφάλειας, καθώς και παρακολούθηση των επιδόσεων ασφάλειας είναι απαραίτητα συστατικά ενός επιτυχημένου Συστήματος Διαχείρισης Ασφάλειας (SMS) και συνεισφέρουν με συνέπεια στην αποφυγή περιστατικών και ατυχημάτων. Επιπλέον, όλοι οι εμπλεκόμενοι φορείς, εταιρείες, οργανισμοί και το προσωπικό τους στο αεροδρόμιο συμβάλλουν στην επιτυχία του συστήματος. Με ισχύ από την 25 Νοεμβρίου 2005 ο Διεθνής Οργανισμός Πολιτικής Αεροπορίας (ICAO) έχει εισαγάγει με υποχρεωτική εφαρμογή ένα Σύστημα Διαχείρισης Ασφάλειας για όλα τα κράτη μέλη του.

Το Σύστημα Διαχείρισης Ασφάλειας του αεροδρομίου είναι ένα ζωτικής σημασίας στοιχείο για τον οργανισμό της Fraport AG, που βασίζεται στα πρότυπα και τις συστάσεις που αναφέρονται στο Παράρτημα 14 του Διεθνούς Οργανισμού Πολιτικής Αεροπορίας (ICAO), το Παράρτημα 19 και τις επισημάνσεις που περιέχονται στο Έγγραφο του ICAO 9774 (Εγχειρίδιο για την Πιστοποίηση των Αεροδρομίων). Επιπλέον, κατευθυντήριες οδηγίες σχετικά με τα καθήκοντα και τις επιδράσεις ενός Συστήματος Διαχείρισης Ασφάλειας (SMS) παρουσιάζονται στο Έγγραφο 9859 του ICAO, Εγχειρίδιο Διαχείρισης Ασφάλειας (SMM). Επιπρόσθετες υποχρεωτικές διατάξεις εντός της Ευρωπαϊκής Ένωσης περιγράφονται στους κανονισμούς ΕΕ 216/2008 και ΕΕ 139/2014.

Προκειμένου να διασφαλιστεί ο ρόλος του Συστήματος Διαχείρισης Ασφάλειας ως βασικός παράγοντας στον τομέα της ασφάλειας, είχε ενσωματωθεί ως ρυθμιστική διαδικασία στο Σύστημα Ολοκληρωμένης Διαχείρισης (IMS) της Fraport AG. Για να επισημανθεί η σημασία ενός βιώσιμου

και ισχυρού Συστήματος Διαχείρισης Ασφάλειας (SMS), ο Διαχειριστής του Συστήματος της Fraport έχει άμεση επικοινωνία και γραμμή αναφοράς με το Εκτελεστικό Συμβούλιο της Fraport. Δεδομένου ότι το σύστημα αυτό έχει αποδειχθεί επιτυχημένο στη πράξη, η Κοινοπραξία σχεδιάζει να εφαρμόσει την ίδια διαδικασία για τα Περιφερειακά Αεροδρόμια, όπως παρουσιάζεται και στο οργανόγραμμα του κεφαλαίου "Οργανωτική Δομή".

***Εμπορικές Δραστηριότητες και Μάρκετινγκ, Τιμολογιακή Πολιτική Αεροδρομίων***

*Εμπορική Δραστηριότητα*

Η Fraport, καθώς και ο Όμιλος Κοπελούζου διαθέτουν τεράστια εμπειρία στην επιτυχή ανταπόκριση σε επιχειρηματικές ευκαιρίες και στην υλοποίηση προσαρμοσμένων λύσεων σε όλο τον κόσμο. Ειδικά η εμπειρία της Fraport που αποκτήθηκε κατά τη διάρκεια της λειτουργίας των διεθνών τουριστικών αεροδρομίων στην Αττάλεια, την Λίμα, τη Βάρνα και το Μπουργκάς.

Το εμπορικό σχέδιο της Κοινοπραξίας περιλαμβάνει αεροπορικές, μη-αεροπορικές και άλλες δραστηριότητες. Επί του παρόντος τα Ρυθμιζόμενα Αεροπορικά Τέλη (τέλη επιβατών, τέλη προσγείωσης αεροσκαφών και στάθμευσης) αποτελούν το μεγαλύτερο μέρος των συνολικών εσόδων. Η Κοινοπραξία υποστηρίζει την άποψη ότι οι μη αεροπορικές δραστηριότητες προσφέρουν τεράστιες δυνατότητες για βελτίωση σε όλα τα Περιφερειακά Αεροδρόμια. Η βασική στρατηγική περιλαμβάνει την προσφορά βελτιωμένων και ελκυστικών υπηρεσιών αγορών και εστίασης για τους επιβάτες και τους επισκέπτες με τον εκ νέου σχεδιασμό των χώρων πωλήσεων λιανικής και των εμπορικών χώρων των αεροδρομίων, αλλάζοντας ταυτόχρονα τη δομή της ίδιας της προσφοράς. Βελτιώσεις θα υλοποιηθούν σχεδόν αμέσως, στην δομή και την επιλογή των προϊόντων, καθώς και τη διαφήμιση και προώθηση τους, ενώ τα ανακαινισμένα και επεκτεταμένα νέα κτίρια των αεροσταθμών θα παρέχουν τα στοιχεία διάταξης, ροής και χώρων που είναι απαραίτητα για την πλήρη αξιοποίηση του υπάρχοντος δυναμικού.

Όλοι οι νέοι αεροσταθμοί ή οι επεκτάσεις των αεροσταθμών θα είναι σχεδιασμένοι σύμφωνα με τις τελευταίες εξελίξεις της εμπορικής επιχειρηματικότητας, εστιάζοντας κυρίως στις δραστηριότητες λιανικού εμπορίου στον ελεγχόμενο χώρο πρόσβασης των αεροσταθμών και στη δημιουργία σύγχρονων και ελκυστικών χώρων αγορών διατηρώντας το Ελληνικό στυλ.

*Αεροπορικό Μάρκετινγκ*

Στις προηγούμενες ενότητες περιγράφονται με λεπτομέρεια οι βραχυπρόθεσμες και μακροπρόθεσμες στρατηγικές της Κοινοπραξίας για την ανάπτυξη των αεροδρομίων ώστε να μετατραπούν σε σύγχρονους και ανταγωνιστικούς χώρους διακίνησης επιβατών.

Στην τρέχουσα ενότητα παρέχεται μια περιγραφή των μέτρων και των εργαλείων μάρκετινγκ της Κοινοπραξίας ώστε να επιτύχει τους στόχους που προτείνονται.

Επί του παρόντος, οι λειτουργίες όλων των αεροδρομίων είναι πολύ εποχιακές. Ακόμη και αν τους ανοιξιάτικους και φθινοπωρινούς μήνες χρησιμοποιηθούν πιο έντονα στο μέλλον, κύριο εργαλείο μάρκετινγκ θα είναι η προώθηση των αεροδρομίων αυτών ως ηλιόλουστων προορισμών.

Η Ανατολική Μεσόγειος απολαμβάνει αυξανόμενη δημοτικότητα όχι μόνο μεταξύ των δυτικοευρωπαίων τουριστών, αλλά και μεταξύ ταξιδιωτών των χωρών της Κοινοπολιτείας Ανεξάρτητων Κρατών (CIS).

Οι διάφορες περιοχές προορισμού διαθέτουν τα ακόλουθα χαρακτηριστικά: λογικές τιμές, φιλικότητα προς την οικογένεια και ασφάλεια. Αλλά οι προορισμοί δεν είναι μόνο περιοχές για θαλάσσια μπάνια και ήλιο. Χάρη στο ποικιλόμορφο τοπίο και τον πολιτιστικό και ιστορικό πλούτο διαθέτουν και τουριστικό δυναμικό που δεν έχει ακόμη πλήρως αξιοποιηθεί. Ως εκ τούτου, η Κοινοπραξία έντονα υποστηρίζει ότι το επίπεδο αναγνωρισιμότητας των προορισμών διακοπών και των αεροδρομίων τους μπορεί να αυξηθεί περαιτέρω.

Αυτό μπορεί να επιτευχθεί ακολουθώντας τα παρακάτω στρατηγικά βήματα, μεταξύ άλλων:

- Προσέλκυση νέων χωρών προέλευσης, μαζί με νέες αεροπορικές εταιρείες.
- Προσέλκυση επιπλέον αεροπορικών εταιρειών χαμηλού κόστους, για παράδειγμα. από την Ανατολική Ευρώπη

Ακολουθεί μια σειρά δραστηριοτήτων και εργαλείων που υποστηρίζουν τους παραπάνω στόχους:

- Άμεση προσέγγιση αεροπορικών εταιρειών που λειτουργούν σε αεροδρόμια του ομίλου Fraport
- Ενσωμάτωση των αεροδρομίων στην διαδικτυακή πλατφόρμα μάρκετινγκ του ομίλου Fraport: www.fraport.com που έχει ρυθμό προβολών πάνω από 450.000.
- Διαφήμιση σε άλλες τοποθεσίες που δραστηριοποιείται η Fraport, απευθυνόμενη σε περίπου 90 εκατομμύρια επιβάτες τον χρόνο

Είναι σαφώς κατανοητό από την Κοινοπραξία ότι οι συνδυασμένες προσπάθειες όλων των εμπλεκομένων μερών, για παράδειγμα των Ταξιδιωτικών Γραφείων, των Κρατικών Αρχών και των τοπικών κοινοτήτων θα οδηγήσουν στα επιθυμητά αποτελέσματα.

### *Τιμολογιακή Πολιτική Αεροδρομίων*

Ένας άλλος σημαντικός παράγοντας στο αεροπορικό μάρκετινγκ είναι η εφαρμογή καθεστώτος αεροπορικών χρεώσεων στα Περιφερειακά Αεροδρόμια. Η προσέγγιση της Κοινοπραξίας στην διαμόρφωση τελών και χρεώσεων στους χρήστες του αεροδρομίου διέπεται από τους ισχύοντες κανονισμούς της Ελληνικής Υπηρεσίας Πολιτικής Αεροπορίας (ΥΠΑ), από την Σύμβαση Παραχώρησης που εφαρμόζεται στην παρούσα συναλλαγή και τις βέλτιστες πρακτικές, όπως εφαρμόζονται στην παγκόσμια αεροπορική βιομηχανία. Η Κοινοπραξία σχεδιάζει να αναπτύξει μια τιμολογιακή πολιτική με ξεχωριστά τέλη προσγείωσης, στάθμευσης, εξυπηρέτησης επιβατών κ.λπ., για να τονωθεί περαιτέρω η αύξηση της κίνησης, να μειωθεί ο θόρυβος (από την διαχείριση του χρόνου άφιξης/αναχώρησης και του χρόνου επανεξυπηρέτησης των αεροσκαφών) και να παραμείνει ανταγωνιστική σε σχέση με άλλους μεσογειακούς τουριστικούς προορισμούς. Η Κοινοπραξία δεσμεύεται πλήρως προς την θέση της Διεθνούς Ένωσης Αερομεταφορών (IATA) ότι δεν πρέπει να υπάρχει καμία διάκριση μεταξύ των διαφόρων ομάδων χρηστών σε ότι αφορά τις αεροπορικές χρεώσεις.

### *Υποδομές λειτουργίας αεροδρομίου, Διαχείριση Απορριμμάτων και Περιβάλλοντος*

Λόγω της συνεχούς αύξησης της κατανάλωσης ηλεκτρικής ενέργειας στα αεροδρόμια, καθώς και της μόνιμης αύξησης των χώρων που απαιτούν ψύξη, ένας σημαντικός αριθμός υφιστάμενων

υποδομών λειτουργίας σε διάφορα αεροδρόμια χρήζουν σημαντικής αποκατάστασης ή πλήρους αντικατάστασης. Για τη βελτιστοποίηση της κατανάλωσης των διαφόρων εγκαταστάσεων, η Fraport χρησιμοποιεί μια ευρεία ποικιλία Συστημάτων Διαχείρισης Ενέργειας Κτιρίων (BMS) για να ελέγχει την ενεργειακή κατανάλωση των διαφορετικών συστημάτων λειτουργίας.

Το σύστημα BMS διαχειρίζεται τα ηλεκτρομηχανολογικά συστήματα σε μια εγκατάσταση, συμπεριλαμβανομένων των συστημάτων ασφάλειας, φωτισμού, ψύξης, θέρμανσης και αερισμού. Τα τελευταία είναι επίσης γνωστά και ως συστήματα HVAC (heat, ventilation & air conditioning). Οι αισθητήρες και άλλες συσκευές που χρησιμοποιούνται από το BMS ονομάζονται "σημεία". Αυτά περιλαμβάνουν θερμοστάτες, αισθητήρες ανίχνευσης φωτιάς, sprinklers, κ.λπ.

Η διαχείριση κτιρίων αποτελεί βασικό συστατικό του ευφυούς κτιριακού σχεδιασμού, όπου πολλά υπο-συστήματα είναι ενσωματωμένα έτσι ώστε να μπορούν να λειτουργούν με πολύ μεγαλύτερη αποτελεσματικότητα, να προβλέπουν τις αλλαγές του καιρού και να ρυθμίζονται ανάλογα με τον αριθμό των ατόμων σε μια δεδομένη τοποθεσία, κ.α. Η διαχείριση κτιρίων μπορεί επίσης να περιλαμβάνει υπολογισμούς ενοικίων και τελών με βάση την παραμονή και χρήση των εγκαταστάσεων από τον ένοικο.

Η γενική προοπτική σε ό, τι αφορά τη μελλοντική διαχείριση των υποδομών λειτουργίας δεν μπορεί να είναι ολοκληρωμένη χωρίς την εισαγωγή του θέματος της Διαχείρισης Απορριμμάτων και Περιβάλλοντος.

Η Κοινοπραξία σκοπεύει να καθιερώσει ένα σύστημα περιβαλλοντικής διαχείρισης για την προστασία και βελτίωση του περιβάλλοντος μέσω της βελτίωσης των περιβαλλοντικών επιδόσεων και την αποφυγή ή τη μείωση της ρύπανσης του περιβάλλοντος, για παράδειγμα των αποβλήτων του αεροδρομίου, όπου αυτό είναι τεχνικά, οργανωτικά και οικονομικά εφικτό. Εκτεταμένη αυτό-παρακολούθηση εντός του πεδίου εφαρμογής ενός συνεχούς οικολογικού εταιρικού προγράμματος ελέγχου αποτελεί βασικό στοιχείο της περιβαλλοντικής διαχείρισης. Οι δύο κατευθυντήριες γραμμές των περιβαλλοντικών προσπαθειών της Κοινοπραξίας είναι: αποδοχή της ευθύνης και διασφάλιση διαφάνειας.

Αυτή η στρατηγική αρχή της Κοινοπραξίας περιλαμβάνει μέτρα για τη βελτίωση των σημερινών διαδικασιών που επηρεάζουν τις περιβαλλοντικές επιπτώσεις σε όλα τα Περιφερειακά Αεροδρόμια.

Ένα πρόγραμμα διαχείρισης απορριμμάτων θα προετοιμαστεί ώστε να παρακολουθούνται οι δραστηριότητες αξιοποίησης των αποβλήτων. Το πρόγραμμα έχει τους ακόλουθους στόχους:

- Μείωση ή περιορισμός της παραγωγής απορριμμάτων, καθώς και των κινδύνων που ενέχουν
- Επίτευξη συμμόρφωσης με τις οικολογικές απαιτήσεις
- Εισαγωγή συστήματος για ξεχωριστή περισυλλογή αποβλήτων
- Βελτίωση του συστήματος παρακολούθησης και ελέγχου των σχετικών με τα απόβλητα δραστηριοτήτων

Για την επίτευξη των στόχων του προγράμματος διαχείρισης απορριμμάτων, είναι αναγκαία τα ακόλουθα:

- Έλεγχος των δραστηριοτήτων από τις οποίες παράγονται απόβλητα
- Παρακολούθηση της κίνησης των αποβλήτων από την παραγωγή τους στην επεξεργασία και την τελική απόθεσή τους
- Προετοιμασία και ενημέρωση των απαιτήσεων των κανονιστικών βασικών εγγράφων για τη διαχείριση αποβλήτων της Κοινοπραξίας

Η προστασία του κλίματος είναι μία από τις σημαντικότερες περιβαλλοντικές προκλήσεις της εποχής μας. Περισσότερο από δύο τοις εκατό των εκπομπών CO2 που προκαλούνται από τον άνθρωπο οφείλονται στην εναέρια κυκλοφορία. Σύμφωνα με την εκτίμηση του Διεθνούς Συμβουλίου Αερολιμένων (ACI), της παγκόσμιας οργάνωσης των φορέων εκμετάλλευσης αερολιμένων, μέχρι πέντε τοις εκατό του ποσού αυτού θεωρείται ότι προέρχεται από τα αεροδρόμια.

Αν και η λειτουργία των αεροδρομίων προκαλεί μόνο μικρή ζημιά στο παγκόσμιο κλίμα, η Κοινοπραξία αναγνωρίζει τη σημασία του θέματος αυτού και θα μειώσει τις εκπομπές των αερίων που επηρεάζουν το κλίμα σε όλα τα αεροδρόμιά της. Οι δραστηριότητές μας θα επικεντρώνονται σε κτίρια και υποδομές, καθώς και στην εφοδιαστική αλυσίδα και την κυκλοφορία.

Η Κοινοπραξία θεωρεί ότι η διαχείριση αποβλήτων και οι επιπτώσεις στο περιβάλλον είναι ένα σημαντικό στοιχείο της γενικότερης φιλοσοφίας της, αναθέτοντας κατά συνέπεια την ευθύνη στα Κεντρικά Γραφεία, δηλαδή αποτελεί μέρος του Τμήματος Διασφάλισης Ποιότητας.

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 06/10/2014
Η μεταφράζουσα και βεβαιούσα
Διηγόρος

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# Thessaloniki Airport Development Plan

**Location and Connectivity:** Thessaloniki Airport is located on the mainland in northern Greece. It connects a majority of the Greek Mainland and Island airports to short-haul European destinations.

**Challenge:** Current expansion in airside capacity needs to be balanced by increasing capacity of the terminal building and landside facilities.

### Key Airport Facts

Number of Runways: 2 [10/28 and 16/34]

Dimensions of Runways:
RWY 10/28 – 2,440m x 50m
RWY 16/34 – 2,410m x 60m

Number of Terminals: 1

Number of Aircraft Stands: 22

2013 Annual Passengers: 4.2 mppa

2013 Annual Movements: 39,681 ATMs

Current 2-Way Peak Hour Passengers: 1,754 pax / hour

Current 2-Way Peak Hour ATMs: 17 ATMs / hour

Calculated Runway Capacity: 30 ATMs / hour

Current Terminal Size: 26,601m²



### Thessaloniki Airport

The current runway extension will attract both scheduled traffic and long-haul international routes allowing Thessaloniki Airport to exploit its potential deriving from its large catchment area and as a hub of economic activity in Greece.

The airport will be enhanced from both a terminal expansion and reconfiguration during the Imminent Works period, in which security will be centralised, offices within the existing terminal will be relocated and an expansion of ~35,000m² will be constructed. This will provide the passengers with a better level of service and comfort whilst ensuring compliance with the Concession Agreement (CA).

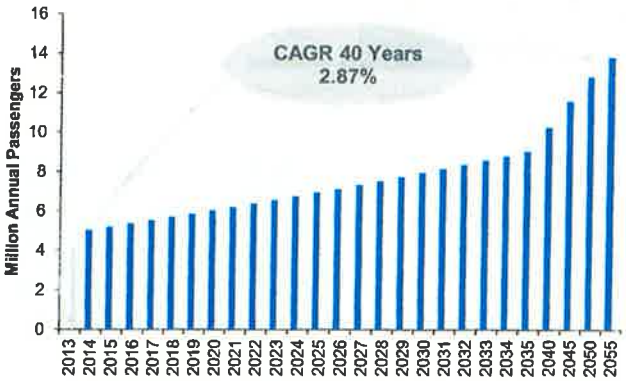
Two further terminal expansions will be constructed during the Future Works period. There will be on-going refurbishment and replacement of assets during the Concession period to ensure that the condition of the assets are maintained to a high standard.

### Background

- Thessaloniki, the capital of Macedonia, is the second major economic, industrial, commercial and political centre in Greece.
- The airport is located on the Greek mainland; hence no constraint is expected based on hotel accommodation.
- At 4.2mppa, it is the second busiest airport in Greece behind Athens and is the busiest amongst the Cluster A airports available to the concessionaire.

### Traffic Forecast

It is forecasted that passenger numbers will triple from 4.2 million passengers per annum (mppa) in 2013 to 13.8mppa by 2055, with a CAGR of 2.87%. Air traffic movements (ATMs) are forecasted to increase from 39.7 to 113.2 thousand by 2055.



### Terminal Capacity

- Adequate number of passenger processing facilities for both arriving and departing flows across the design hour in 2015, for all but one passenger process.
- Inbound Immigration is the only passenger processing area which is 'capacity critical' in 2015 for LoS C due to insufficient queuing and circulation space.

### Stand Capacity

- Current aircraft stand capacity of 22 is sufficient to meet current ATM peak hour demand with no apron expansion required in the Imminent Works period.

### State Works: Runway 10/28 Extension

- Offshore extension of Runway 10/28 and parallel taxiway by 1,000m to 3,440m will allow additional long-haul flights using wide-body aircraft.



Thessaloniki has several terminal development option possibilities, including utilising the existing landside and airside canopies for future terminal expansion.

## Assessment of Current Infrastructure

### Terminal

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- 2 site visits to Thessaloniki Airport;
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks;
- Information available from the data room and airport fact sheets.

Our assessment of the current terminal indicates:

- There will be a number of specific bottlenecks during the peak period with continued passenger growth.
- Some of the large amount of office space within the terminal building could be relocated to allow the space to be used for passenger processing activities.
- There are two passenger security screening areas; the second is only opened during the peak times. Operating two passenger security screening areas is an inefficient use of space and resources.

### Airfield

There are two runways at Thessaloniki and both have full length parallel taxiways. RWY 10/28 is currently closed as it is being rehabilitated and extended into the sea. Airfield drains were noted to be clogged with vegetation and require cleaning to prevent flooding on the runway surfaces.

The current runway strip width for RWY 10/28 and RWY 16/34 is only 75m from the runway centreline and is therefore not compliant with ICAO standards. This non-compliance can be mitigated by extending the existing strip by a further 75m each side, so that it is 150m from the runway centreline.

RWY 28, RWY 10 and RWY 16 all have compliant Runway End Safety Areas (RESAs).

The RESA for RWY 34 is not compliant with ICAO Annex 14, and would either require displacement of the runway threshold or land reclamation to enlarge the RESA. We assume that any existing exemptions for non-compliance will continue and must be discussed with the appropriate authority.

### Infrastructure Highlight

The current terminal is nearing its capacity limits, however, there is an opportunity to expand the passenger processing areas within the existing footprint through relocation of office space and expanding under the existing curb side and airside canopies.

### Terminal – Imminent Refurbishment Works

- Centralise passenger security screening with designated queuing area to maximise efficiency.
- Move temporary walls to increase gate hold room area for both Intra and Extra Schengen passengers within existing building.
- Consolidate baggage reclaim hall to increase queuing and circulation areas.

### Terminal – Imminent Expansion Works

- Relocate office space and make space available for passenger processing.
- Terminal expansion of 35,078m² to ensure an IATA LoS C and provide additional passenger processing facilities and commercial areas.

### Airside – Imminent Refurbishment Works

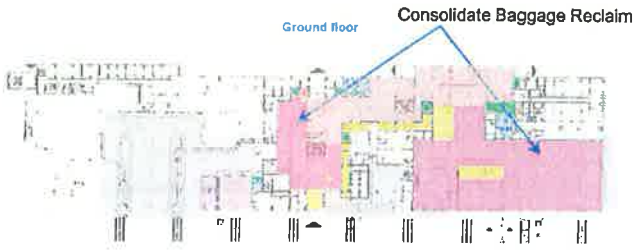
- RWY 16/34 – Maintenance of drainage system to prevent flooding of runway.
- Taxiway Delta – Structural repairs to taxiway.
- Apron – Structural repairs to Stands 4, 5 and 6.

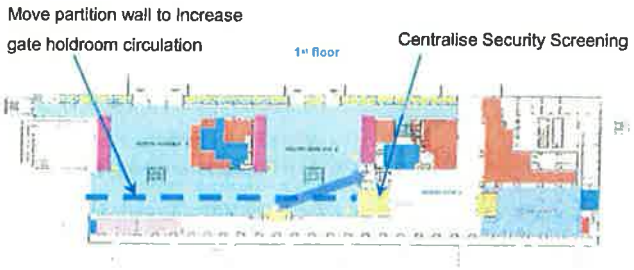
### Imminent Works

Optimisation and reconfiguration of the passenger processing facilities in addition to the relocation of office space within the existing terminal building footprint. Following this a terminal expansion of ~35,000m² will provide adequate passenger processing and commercial areas and ensure an IATA LoS C standard for passenger queuing and circulation. Structural repairs are required across the apron and on Taxiway Delta in addition to drainage maintenance works on RWY 16/34.

### Terminal – ImminentWorks

The purpose of the imminent terminal refurbishment works is to rationalise the existing facilities to provide increased passenger circulation space. This will be achieved primarily by centralising passenger security screening and consolidating the baggage reclaim hall to increase queuing areas. Relocating office space and theterminal expansion will further enhance passenger processing and provide extra space for commercial areas. The drawings below show some of the changes during the Imminent Works period.




### Airside – Imminent Works

Maintenance to the drainage system of RWY 16/34 is required to prevent flooding of the runway, in addition to structural repairs to taxiways and aprons.

## Terminal – Future Expansion Works

- Future terminal and landside expansions have been sized to provide sufficient capacity over two phases:
  Phase 1 – 2030 to 2043,
  Phase 2 – 2044 to 2055.
- The terminal expansions include the implementation of an automatic Baggage Handling System.
- In-line hold baggage screening will be implemented complying with the CA and the new EU Aviation Security Regulations. This will further streamline the passenger flow and reduce queuing times.

## Apron – Future Expansion Works

- In 2020, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 22 stands to 28 stands.

## Runway – Future Refurbishment Works

- In line with traffic growth both runways will require rehabilitation during the Concession period. RWY 16/34 in approximately 2029 and RWY 10/26 in approximately 2051.

## Ancillary Facilities – Future Refurbishment Works

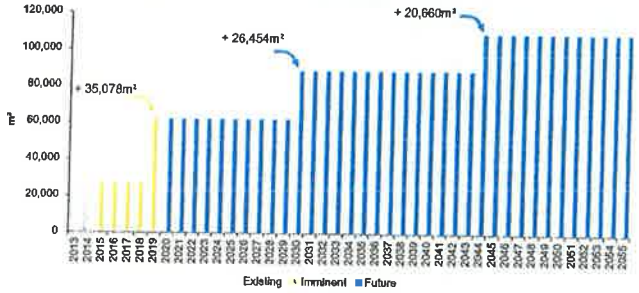
- In 2020, the existing RFFS station will be relocated to meet ICAO recommended response times of 2 minutes following the completion of the runway extension project.

## Future Works

The Future Expansion Works provide a two phased terminal development ensuring sufficient capacity until the end of the Concession period, with a new baggage handling system and hold baggage screening delivering a more efficient process.

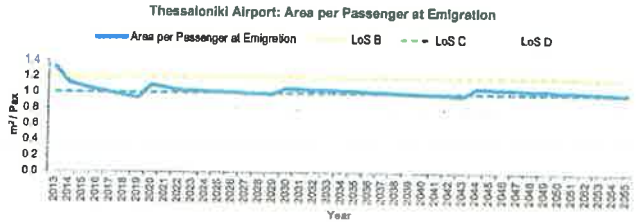
The two runway airport has adequate runway capacity to meet forecasted demand, and through expansion and reconfiguration of the apron, sufficient aircraft parking stands will be provided.

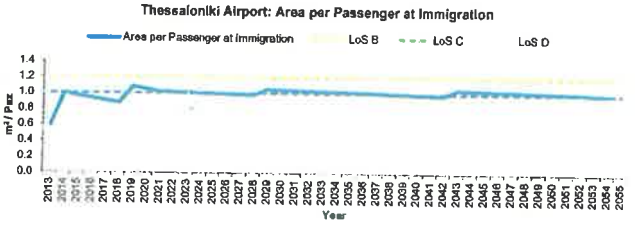
We have planned a 3-phased expansion of the terminal and landside over the Concession period which will increase the overall terminal size to greater than 100,000m² by the end of the Concession.



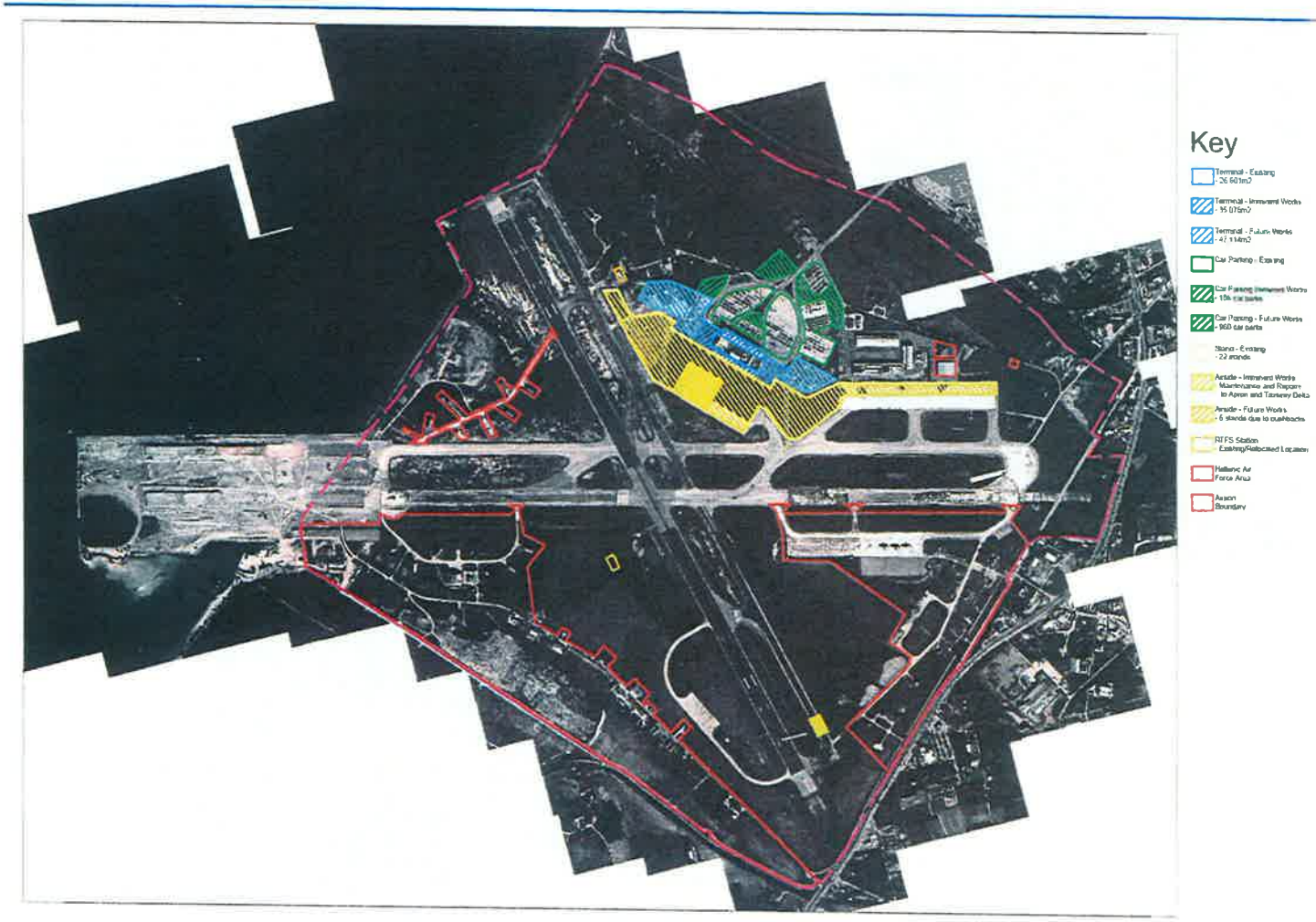

The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis,illustrated in the charts below, shows the most constrained departure and arrival processes. The most constrained capacity constraint is Emigration which meets LoS C requirements for the majority of the Concession period.The main capacity constrained arrival process at the airportisImmigration. However, future expansion works will ensure that a LoS C for passengers is broadly met during the Concession period.



# AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Θεσσαλονίκης

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο της Θεσ/κης βρίσκεται στην Ηπειρωτική Χώρα της Β. Ελλάδος. Συνδέει την πλειοψηφία των αεροδρομίων της Ελληνικής Ηπειρωτικής και Νησιωτικής χώρας με κοντινούς ευρωπαϊκούς προορισμούς.

**Πρόκληση:** Η τρέχουσα αύξηση της χωρητικότητας του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου πρέπει να γίνει ισορροπημένα με την αύξηση της χωρητικότητας του κτιρίου του αεροσταθμού και των εγκαταστάσεων του αστικού χώρου του αεροδρομίου.

**ΑΕΡΟΔΡΟΜΙΟ ΘΕΣΣΑΛΟΝΙΚΗΣ**

Η τρέχουσα επέκταση του διαδρόμου θα προσελκύσει τόσο τακτικές πτήσεις όσο και διεθνείς πτήσεις μεγάλων αποστάσεων επιτρέποντας στο αεροδρόμιο της Θεσσαλονίκης να εκμεταλλευτεί το δυναμικό του που πηγάζει από την μεγάλη περιοχή επιρροής του και ως κόμβος οικονομικής δραστηριότητας στην Ελλάδα.

Το αεροδρόμιο θα ενισχυθεί τόσο από την επέκταση του αεροσταθμού όσο και από την αναδιάταξη κατά τη διάρκεια της περιόδου Επικείμενων Έργων, κατά την οποία η ασφάλεια θα συγκεντρωθεί κεντρικά, τα γραφεία εντός του υφιστάμενου αεροσταθμού θα μετεγκατασταθούν και θα κατασκευαστεί μια επέκταση 35.000m² περίπου. Αυτό θα παράσχει στους επιβάτες καλύτερο επίπεδο υπηρεσιών και άνεσης εξασφαλίζοντας παράλληλα συμμόρφωση με τη Σύμβαση Παραχώρησης.

Δύο περαιτέρω επεκτάσεις του αεροσταθμού θα κατασκευαστούν κατά τη διάρκεια της περιόδου Μελλοντικών Έργων. Κατά τη διάρκεια της περιόδου Παραχώρησης θα υπάρχει συνεχής ανακαίνιση και αντικατάσταση εγκαταστάσεων για να διασφαλιστεί ότι η κατάσταση των εγκαταστάσεων διατηρείται σε υψηλό επίπεδο.

**ΒΑΣΙΚΑ ΣΤΟΙΧΕΙΑ ΑΕΡΟΔΡΟΜΙΟΥ**

Αριθμός Διαδρόμων: 2 [10/28 και 16/34]
Διαστάσεις Διαδρόμων:
RWY 10/28 – 2.440m x 50m
RWY 16/34 – 2.410m x 60m
Αριθμός Αεροσταθμών: 1
Αριθμός Θέσεων Στάθμευσης Αεροσκαφών: 22
2013 Επιβάτες Ετησίως: 4.2 εκ. επιβάτες
2013 Μετακινήσεις Ετησίως: 39.681 ATMs
Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 1.754 επιβάτες/ώρα
Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 17 ATMs / ώρα
Υπολογισμένη Χωρητικότητα Διαδρόμου: 30 ATMs / ώρα
Μέγεθος αεροσταθμού: 26.601m²

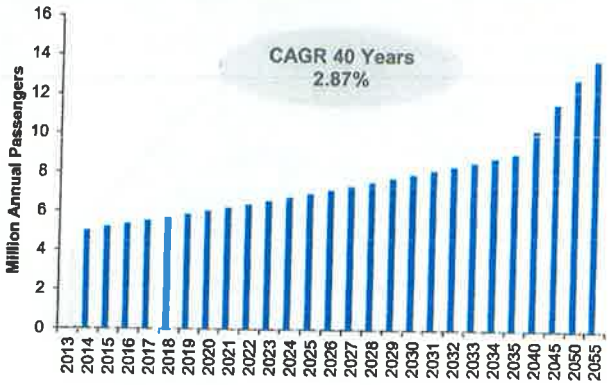


## ΙΣΤΟΡΙΚΟ

- Η Θεσσαλονίκη, πρωτεύουσα της Μακεδονίας, είναι το δεύτερο μεγάλο οικονομικό, βιομηχανικό, εμπορικό και πολιτικό κέντρο στην Ελλάδα.
- Το αεροδρόμιο βρίσκεται στην ελληνική ηπειρωτική χώρα, ως εκ τούτου, δεν αναμένεται περιορισμός λόγω διαθεσιμότητας ξενοδοχείων.
- Με 4,2 εκ. επιβάτες/έτος, είναι το δεύτερο πιο πολυσύχναστο αεροδρόμιο στην Ελλάδα μετά από την Αθήνα και είναι το πιο πολυσύχναστο μεταξύ των αεροδρομίων της Ομάδας Α που διατίθενται στον παραχωρησιούχο.

## ΠΡΟΒΛΕΨΗ ΕΠΙΒΑΤΙΚΗΣ ΚΙΝΗΣΗΣ

Προβλέπεται ότι ο αριθμός των επιβατών θα τριπλασιαστεί από 4.2 εκατομμύρια επιβάτες ετησίως (mppa) το 2013 σε 13,8 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του 2,87%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 39,7 σε 113,2 χιλιάδες το 2055.



**Χωρητικότητα Αεροσταθμού**

- Επάρκεια αριθμού εγκαταστάσεων διαχείρισης επιβατών για τις ροές άφιξης και αναχώρησης κατά την ώρα σχεδιασμού το 2015, για όλες τις διαδικασίες εκτός από μία.
- Ο έλεγχος διαβατηρίων κατά την άφιξη είναι ο μόνος χώρος διαχείρισης επιβατών που είναι σε «Οριακή Χωρητικότητα» το 2015 για επίπεδο υπηρεσιών LoS C για την ώρα σχεδιασμού λόγω ανεπαρκών χώρων αναμονής και κυκλοφορίας.

**Θέσεις Σταθμευσης Αεροσκαφων**

- Η τρέχουσα χωρητικότητα των 22 θέσεων των αεροσκαφών αρκεί για να καλύψει την τρέχουσα ζήτηση ATM την ώρα αιχμής χωρίς να απαιτείται επέκταση του χώρου ελιγμών των αεροσκαφών την περίοδο Επικείμενων Έργων.

**Κρατικα Εργα: Επεκταση Διαδρομου 10/28**

Η επέκταση στη θάλασσα του Διαδρόμου 10/28 και παράλληλου τροχοδρόμου από 1.000m έως 3.440m θα επιτρέψει επιπλέον πτήσεις μεγάλων αποστάσεων που πραγματοποιούνται από αεροσκάφη ευρείας ατράκτου.



Η Θεσσαλονίκη διαθέτει πολλές δυνατότητες ανάπτυξης του αεροσταθμού, συμπεριλαμβανομένης της χρήσης των υφιστάμενων στεγάστρων του αστικού χώρου και του χώρου ελεγχόμενης πρόσβασης για τη μελλοντική επέκταση του αεροσταθμού

Σχέδιο Ανάπτυξης Αεροδρομίου Θεσ/νίκης

## ΑΞΙΟΛΟΓΗΣΗ ΤΗΣ ΣΗΜΕΡΙΝΗΣ ΥΠΟΔΟΜΗΣ

### ΑΕΡΟΣΤΑΘΜΟΣ

Η αξιολόγηση της χωρητικότητας των διεργασιών άφιξης και αναχώρησης των επιβατών στον αεροσταθμό βασίστηκε σε:

- 2 επιτόπιες επισκέψεις στο αεροδρόμιο Θεσσαλονίκης.
- Παραδοχές σχεδιασμού οδηγούμενες από τη τωρινή λειτουργική επίδοση του αεροδρομίου, πρότυπα της IATA και σημεία αναφοράς του τομέα των αερομεταφορών.
- Πληροφορίες από το data room και πληροφοριακό υλικό του αεροδρομίου.

Η αξιολόγησή μας για τον παρόντα αεροσταθμό υποδεικνύει ότι:

- Θα υπάρξει μια σειρά από συγκεκριμένες συμφορήσεις κατά τη διάρκεια της περιόδου αιχμής, με συνεχόμενη αύξηση της κίνησης επιβατών.
- Πολλά από τα γραφεία εντός του κτιρίου του αεροσταθμού θα μπορούσαν να μεταφερθούν προκειμένου ο χώρος να χρησιμοποιηθεί για δραστηριότητες εξυπηρέτησης επιβατών
- Υπάρχουν δύο περιοχές ελέγχου ασφαλείας των επιβατών. Η δεύτερη είναι ανοιχτή μόνο κατά τη διάρκεια των ωρών αιχμής. Η λειτουργία δύο περιοχών ελέγχου ασφαλείας των επιβατών είναι μια αναποτελεσματική χρήση του χώρου και των πόρων.

### Περιοχη Κινησης Αεροσκαφων

Υπάρχουν δύο διάδρομοι στη Θεσσαλονίκη και οι δύο έχουν σε όλο το μήκος τους παράλληλους τροχοδρόμους. Ο διάδρομος (RWY) 10/28 είναι σήμερα κλειστός καθώς είναι υπό αποκατάσταση και επεκτείνεται στη θάλασσα. Το δίκτυο απορροής υδάτων στην περιοχή κίνησης αεροσκαφών παρατηρήθηκε ότι είναι φραγμένο με βλάστηση και απαιτείται καθαρισμός για να αποφευχθεί συσσώρευση υδάτων στις επιφάνειες του διαδρόμου.

Το τρέχον πλάτος του διαδρόμου για τον RWY 10/28 και τον RWY 16/34 είναι μόλις 75m από την κεντρική γραμμή του διαδρόμου και, ως εκ τούτου, δεν συμμορφώνεται με τα πρότυπα του ICAO. Αυτή η μη συμμόρφωση μπορεί να απαλειφθεί με την επέκταση της υφιστάμενης λωρίδας περαιτέρω 75m σε κάθε πλευρά, έτσι ώστε να είναι 150 μέτρα από την κεντρική γραμμή του διαδρόμου.

Οι RWY 28, RWY 10 και RWY 16 έχουν επαρκείς Ζώνες Ασφαλείας Τέλους Διαδρόμου (RESAs).
Η RESA για τον RWY 34 δεν είναι συμβατή με το Παράρτημα 14 του ICAO, και είτε θα απαιτηθεί η μετατόπιση του κατωφλιού του διαδρόμου ή απαλλοτριώσεις για την αύξηση της. Υποθέτουμε ότι οποιεσδήποτε υφιστάμενες απαλλαγές μη συμμόρφωσης θα συνεχιστούν και θα πρέπει να συζητηθούν με την αρμόδια αρχή.

**Κυριοτερα Στοιχεια Των Υποδομων**

Ο υφιστάμενος αεροσταθμός είναι στα όρια χωρητικότητας του, ωστόσο, υπάρχει μια δυνατότητα επέκτασης των χώρων διαχείρισης επιβατών εντός της υφιστάμενης κάλυψης του κτιρίου με μετακίνηση των γραφείων και επέκταση στο τμήμα του πεζοδρομίου και στα στέγαστρα του χώρου ελεγχόμενης πρόσβασης.

μέρος Α

**Αεροσταθμος – Επικειμενα Εργα Ανακαινισης**

- Συγκέντρωση [illegible] ασφαλείας επιβατών με καθορισμένη περιοχή αναμονής για μεγιστοποίηση της αποτελεσματικότητας.
- Μετακίνηση των προσωρινών τοίχων για αύξηση του χώρου της πύλης αναμονής για επιβάτες τόσο εντός όσο και εκτός χώρων Σένγκεν εντός του υφιστάμενου κτηρίου.
- Συγχώνευση του χώρου παραλαβής αποσκευών με σκοπό την αύξηση των χώρων αναμονής και κυκλοφορίας επιβατών.

**Αεροσταθμος – Επικειμενα Εργα Επεκτασης**

- Μετεγκατάσταση του χώρου των γραφείων και δημιουργία διαθέσιμου χώρου διαχείρισης επιβατών.
- Επέκταση 35.078m² του αεροσταθμού για την εξασφάλιση επιπέδου IATA LoS C και την παροχή επιπλέον εγκαταστάσεων διαχείρισης επιβατών και εμπορικών χώρων.

**Χωρος Ελεγχομενης Προσβασης – Επικειμενα Εργα**

- RWY 16/34 – Συντήρηση του συστήματος αποστράγγισης για την πρόληψη συσσώρευσης υδάτων στον διάδρομο.
- Τροχόδρομος Δέλτα – Δομικές επισκευές στον τροχόδρομο
- Χώρος ελιγμών αεροσκαφών – Δομικές επισκευές στις Θέσεις 4, 5 και 6.

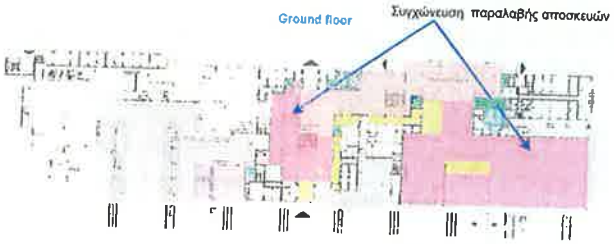
**Επικειμενα Εργα**

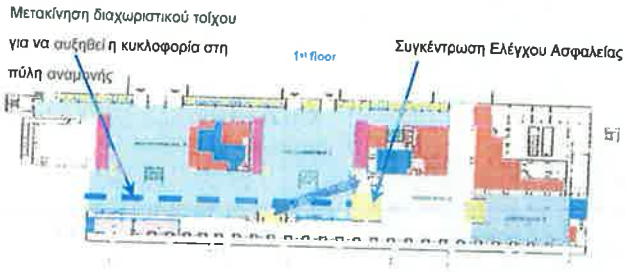
Βελτιστοποίηση και αναδιαμόρφωση των εγκαταστάσεων διαχείρισης επιβατών και μετεγκατάσταση των γραφείων μέσα στο υπάρχον κτίριο του αεροσταθμού. Πέραν αυτού, μια επέκταση των 35.000m² περίπου θα παρέχει επαρκείς περιοχές εξυπηρέτησης επιβατών και περιοχές για εμπορική χρήση και θα εξασφαλίσει επίπεδο IATA LoS C για την εξυπηρέτηση και κυκλοφορία των επιβατών.

Δομικές επισκευές απαιτούνται στον χώρο ελιγμών των αεροσκαφών και στον Τροχόδρομο Δέλτα και έργα συντήρησης δικτύου απορροής ομβρίων στον RWY 16/34.

## Αεροσταθμος – Επικειμενα Εργα

Ο σκοπός των Επικείμενων Έργων ανακαίνισης του αεροσταθμού είναι ο εξορθολογισμός των υφιστάμενων εγκαταστάσεων έτσι ώστε να παρέχεται περισσότερος χώρος για την κυκλοφορία των επιβατών. Αυτό θα επιτευχθεί κυρίως με τη συγκέντρωση του ελέγχου ασφαλείας των επιβατών και την συγχώνευση με την αίθουσα παραλαβής αποσκευών για να αυξηθούν οι περιοχές των χώρων αναμονής των επιβατών. Η μετεγκατάσταση του χώρου των γραφείων και η επέκταση του αεροσταθμού θα ενισχύσει περαιτέρω την διαχείριση των επιβατών και θα παρέχεται επιπλέον χώρος για τις εμπορικές περιοχές. Τα παρακάτω σχήματα δείχνουν ορισμένες από τις αλλαγές κατά τη διάρκεια της περιόδου των Επικείμενων Έργων.




## Χωρος Ελεγχομενης Προσβασης (Airside) – Επικειμενα Εργα

Απαιτείται συντήρηση στο σύστημα αποστράγγισης του RWY 16/34 για την πρόληψη πλημμύρας του διαδρόμου και δομικές επισκευές στους τροχοδρόμους και στον χώρο ελιγμών των αεροσκαφών.

## ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ

- [illegible] τον αστικό χώρο του αεροδρομίου έχουν διασταυλογηθεί ώστε να παρέχεται επαρκής χωρητικότητα σε δύο φάσεις:
  - Φάση 1 – 2030 ως 2043.
  - Φάση 2 – 2044 ως 2055.
- Οι επεκτάσεις του αεροσταθμού περιλαμβάνουν την εφαρμογή ενός αυτοματοποιημένου συστήματος αποσκευών, BHS.
- In-line σύστημα ελέγχου αποσκευών το οποίο θα βρίσκεται σε συμμόρφωση με τους νέους Κανονισμούς Ασφαλείας Αεροπορίας της ΕΕ και τους κανονισμούς της Πολιτικής Αεροπορίας. Αυτό θα βελτιώσει περαιτέρω τη ροή των επιβατών και θα μειώσει τους χρόνους αναμονής στις ουρές επιβατών.

## ΧΩΡΟΣ ΣΤΑΘΜΕΥΣΗΣ & ΕΛΙΓΜΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ

- Το 2020, η αναδιαμόρφωση των χώρων στάθμευσης των αεροσκαφών θα επιτρέπει την οπισθέλκυσή τους, με αποτέλεσμα την αύξηση της χωρητικότητας των θέσεων από 22 σε 28.

## ΔΙΑΔΡΟΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ

- Ακολουθώντας την αύξηση της κυκλοφορίας, και οι 2 διάδρομοι θα χρειαστούν αποκατάσταση κατά τη διάρκεια της περιόδου Παραχώρησης. Ο RWY 16/34 περίπου μέσα στο 2029 και ο RWY 10/26 περίπου μέσα στο 2051.

## ΒΟΗΘΗΤΙΚΕΣ ΕΓΚΑΤΑΣΤΑΣΕΙΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ

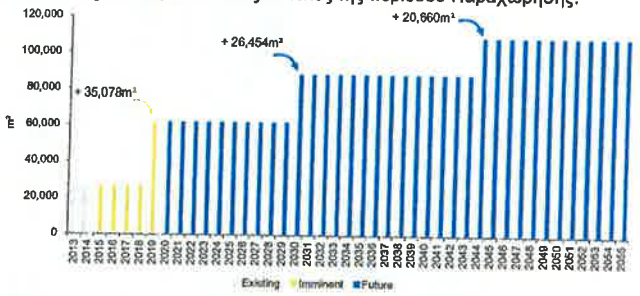
- Το 2020 ο υφιστάμενος σταθμός διάσωσης και πυρόσβεσης (RFFS) θα μεταφερθεί έτσι ώστε να ανταποκρίνεται στους προτεινόμενους χρόνους των 2min απόκρισης του ICAO, σε συνέχεια του έργου επέκτασης του διαδρόμου.

## ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ

Στα μελλοντικά έργα επέκτασης προβλέπεται ανάπτυξη του αεροσταθμού σε δυο φάσεις, η οποία θα διασφαλίσει επαρκή δυναμικότητα μέχρι το τέλος της περιόδου Παραχώρησης, με ένα νέο σύστημα διαχείρισης αποσκευών (BHS) και παρακολούθησης χειραποσκευών, καθιστώντας αποτελεσματικότερες τις διαδικασίες.

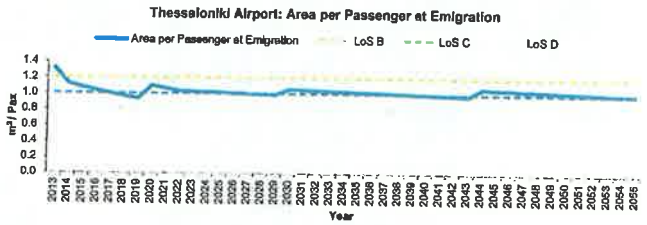
Οι δυο διάδρομοι του αεροδρομίου του προσφέρουν επαρκή δυναμικότητα για να αντεπεξέλθει στην προβλεπόμενη ζήτηση, και μέσω της επέκτασης και της αναδιαμόρφωσης του χώρου ελιγμών των αεροσκαφών, θα υπάρχουν και επαρκείς θέσεις στάθμευσης των αεροσκαφών.

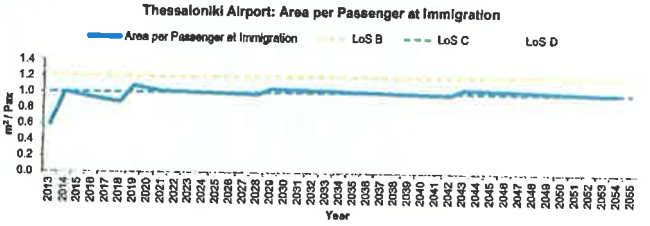
**Έχουμε σχεδιάσει μια επέκταση του αεροσταθμού και του αστικού χώρου του αεροδρομίου η οποία θα διεξαχθεί σε 3 φάσεις μέσα στη διάρκεια της περιόδου Παραχώρησης, και θα αυξήσει το συνολικό μέγεθος του αεροσταθμού ξεπερνώντας τα 100,000m² έως το τέλος της περιόδου Παραχώρησης.**



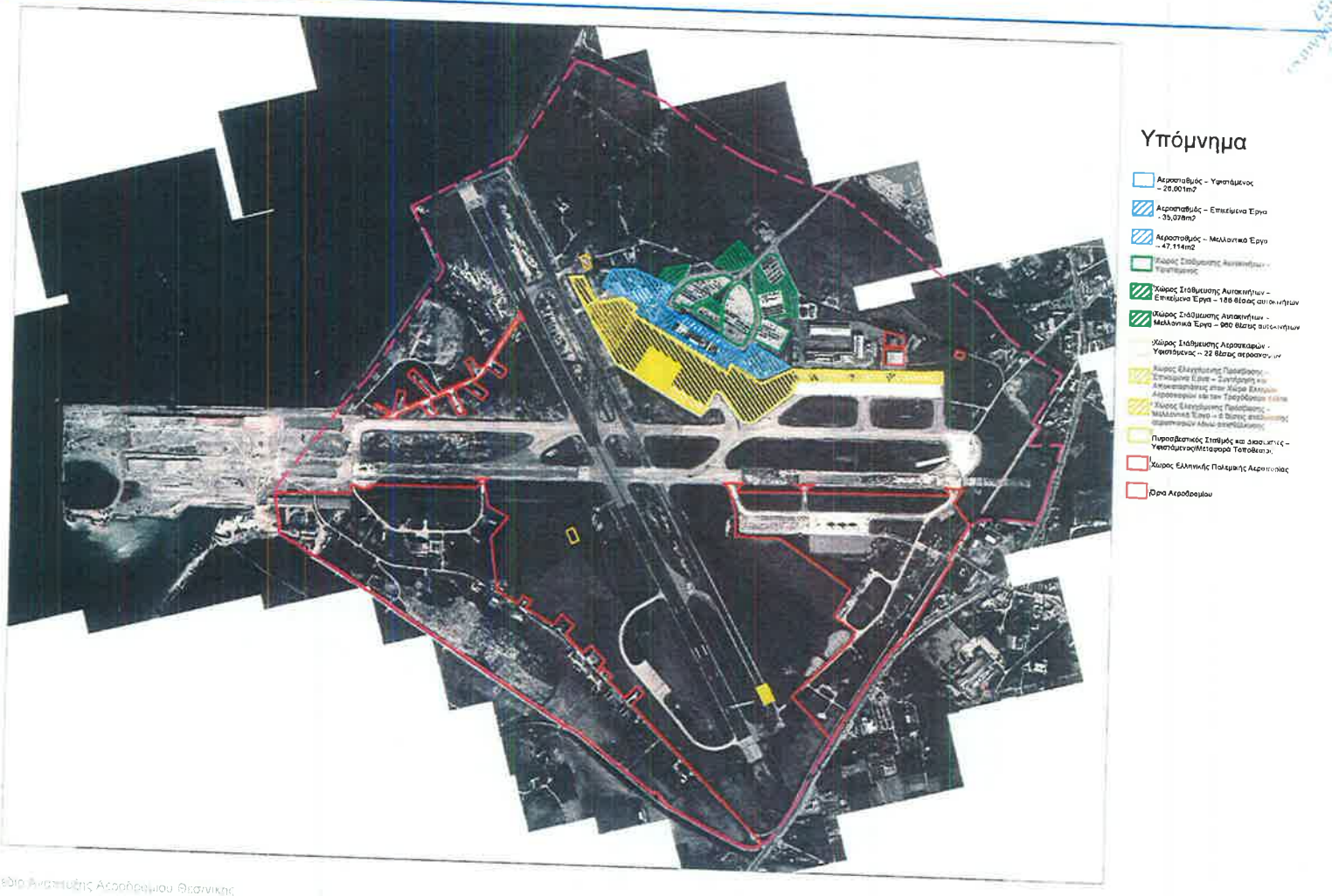

Οι εγκαταστάσεις του αεροσταθμού για τους επιβάτες έχουν αξιολογηθεί κατά την ώρα σχεδιασμού με σκοπό να παρέχουν ένα ελάχιστο επίπεδο υπηρεσιών IATA LoS C κατά τη διάρκεια της περιόδου Παραχώρησης.

Η ανάλυσή μας, που απεικονίζεται και στα διαγράμματα παρακάτω, δείχνει τις πιο περιοριστικές από άποψη χωρητικότητας διαδικασίες αναχωρήσεων και αφίξεων. Η πιο περιοριστική διαδικασία από άποψη χωρητικότητας κατά την αναχώρηση είναι ο έλεγχος διαβατηρίων που πληροί τις απαιτήσεις LoS C για το μεγαλύτερο διάστημα της περιόδου παραχώρησης. Η κύρια περιοριστική διαδικασία από άποψη χωρητικότητας κατά την άφιξη είναι ο έλεγχος διαβατηρίων. Ωστόσο, οι εργασίες για περαιτέρω επέκταση θα εξασφαλίσουν ότι θα ικανοποιηθεί ευρέως ένα επίπεδο υπηρεσιών για τους επιβάτες κλάσης LoS C κατά τη διάρκεια της περιόδου Παραχώρησης.



## Σχέδιο AutoCAD




Σχέδιο Ανάπτυξης Αεροδρομίου Θεσσαλονίκης

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.

Αθήνα, 06/10/2014

Η μεταφράζουσα και βεβαιούσα
Δικηγόρος

ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΛΑΚΩΝΙΚΗΣ 37, 17[illegible] ΦΑΛΗΡΟ
ΤΗΛ.& FAX: [illegible] 9884377
ΑΦΜ: [illegible] ΔΟΥ: ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ.Δ.Σ.Α.: 20252

# Kerkira Airport Development Plan

**Location and Connectivity:** Kerkira Airport is an Ionian Island airport located in Corfu that offers connections to international and domestic destinations by both scheduled and charter carriers.

**Challenge:** Terminal and landside capacity is severely constrained and needs both expansion and refurbishment to provide a satisfactory level of service to passengers.

**KEY AIRPORT FACTS**

Number of Runways: 1 (17/35)

Dimensions of Runways: 2,373m x 45m

Number of Terminals: 1

Number of Stands: 10

2013 Annual Passengers: 2.1 mppa

2013 Annual Movements: 16,258 ATMs

Current 2-Way Peak Hour Passengers: 1,640 pax / hour

Current 2-Way Peak Hour ATMs: 9 ATMs / hour

Calculated Runway Capacity: 14 ATMs / hour

Current Terminal Size: 22,856m²



**KERKIRA AIRPORT**

Reconfiguration and further expansion of the terminal will lead to a more intuitive passenger process, providing a seamlesspassenger experience and maximising the airport's commercial opportunities.

Kerkira Airport will benefit from a phased terminal expansion during both the Imminent andFuture Works period. Initially this will be through a reconfiguration of the terminal, followed by a 2,726m² expansion. During the initial years of the Concession period, additional works will be required to formally establish the residual life of the airside pavements following observed condition.

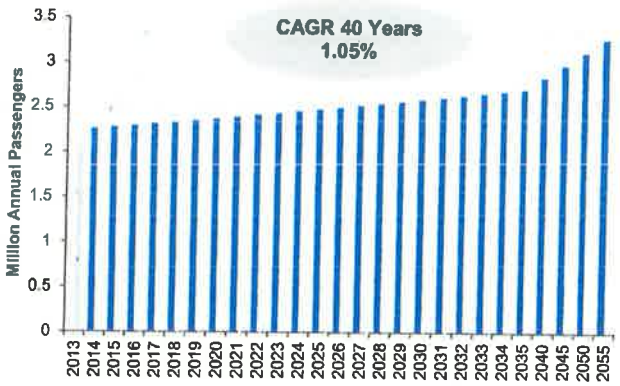
Two further expansions of the terminal are planned within the Concession period, along with a full runway rehabilitation and a reconfiguration of the aircraft stands to provide additional aircraft capacity.

## BACKGROUND

- The island of Corfu is one of the most popular tourist destinations in Western Europe attracting visitors from the UK, Scandinavia, Germany, Italy and Austria.
- Corfu offers a variety of beach holiday resorts. There are also private holiday villas in the North East coast and nearby islands of Paxos and Antipaxos.
- Air traffic is almost exclusively generated by international tourists and is highly seasonal, with peaks in July and August, as the local population is only around 100,000.

## TRAFFIC FORECAST

Passengers are forecasted to grow from 2.1 million passengers per annum (mppa) in 2013 to 3.3 mppa by 2055, with a CAGR of 1.05%. Air traffic movements are forecast to grow from 16.3 to 24.2 thousand by 2055.



**TERMINAL CAPACITY**

- Inadequate check-in counters [illegible] 2015. All other functions have adequate number of passenger processing facilities for both arriving and departing flows across the design hour in 2015.
- The departure hall, emigration and immigration are the passenger processing areas which are 'capacity critical' in 2015 for LoS C in the design hour due to insufficient queuing and circulation space.

**STAND CAPACITY**

- Current stand capacity of 10 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



The terminal capacity at Kerkira Airport is severely constrained and can be addressed by reconfiguration of existing areas and providing additional passenger processing facilities.

## ASSESSMENTOF CURRENT INFRASTRUCTURE

### TERMINAL

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visit to Kerkira Airport.
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

Our assessment of the current terminal indicates:

- The existing terminal was constructed in the 1970s and later expanded in the late 1990s. The more recent part of the terminal provides check-in, security and gate hold rooms for international passengers, and this is closed during the winter season. In the international area check-in desks are located on opposite sides of the departure hall, causing cross flow for passengers queuing. In addition the queues for security lines will interfere with passengers queuing for check-in.
- The terminal requires maintenance to rectify some issues such as: leaking roof and damage to vehicle impact barriers in the baggage handling area.
- There is limited queuing space for the domestic security screening area due to the location of the staircase.

### AIRFIELD

The airport has a single runway with no parallel taxiway. This requires aircraft to backtrack along the runway. It was noted that existing maintenance patches are failing again. The public road at the end of RWY35 causes operational constraints to the airport. AGL and signage require upgrading.

RWY 35 has a compliant Runway End Safety Area (RESA) due to a displaced threshold. The RESA for RWY17 is not compliant with ICAO Annex 14, and would require displacement of the runway threshold. We assume that any existing exemptions for non-compliance will continue and must be discussed with the regulatory authority.

**INFRASTRUCTURE HIGHLIGHT**

3 airlines (Aegean, Astra and Ellin Air) have requested for one aircraft each to be based at the airport; this has been refused due to lack of slots and apron parking space availability.

The terminal roof is in disrepair and false ceiling is in need of maintenance. Airside pavements require further maintenance and rehabilitation.

### Terminal – Imminent Refurbishment Works

- Relocate airside and landside toilets on ground floor to provide additional check-in desks with associated queuing and circulation area.
- Relocate security upstairs, from the departures hall to the mezzanine level.
- Provide walk-through duty free on mezzanine level after security.
- Provision of 2 staircases and 2 lifts for landside and airside access to the mezzanine level.

### Terminal – Imminent Expansion Works

- Terminal expansion of ~2,726m² to meet forecast demand and IATA LoS C standard for passenger processing.

### Airside – Imminent Refurbishment Works

- Structural repairs required for runway, apron and taxiways with additional pavement strengthening required across entire airside environment.



Existing airside pavements need to be upgraded and strengthened to address major evenness, cracking and water penetration problems.

### Imminent Works

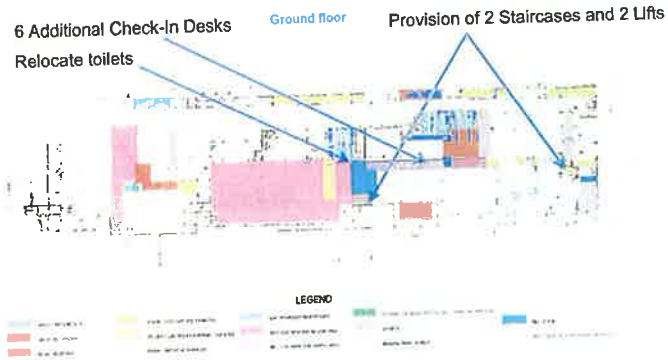
The Imminent Works include optimisation and reconfiguration of passenger processing facilities to ensure an IATA LoS C standard and development of a more visible retail proposition within the existing terminal footprint.

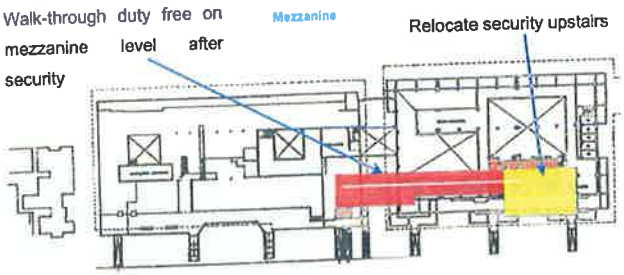
Following the reconfiguration, a terminal expansion of 2,726m² will provide further passenger processing area. Structural repairs and additional pavement strengthening across the airside area are required.

### Terminal - Imminent Works

The main purpose of the Imminent Works is to rationalise the services within the existing terminal and provide increased passenger circulation space in order to enhance the overall passenger experience. Relocation of the check-in desks and security area in the international area will provide a more intuitive passenger process removing the existing cross flows.

The key changes that will occur during these works are shown in the drawings below:




### Airside - Imminent Works

The aim of the imminent airside works is to address the most pressing maintenance requirements. However, overall, the airside pavements will require significant investigatory works to formally establish their residual life and replacement year but structural repairs will be required.

### Terminal - Future Expansion Works

Future terminal and landside expansions have been sized to provide sufficient capacity over two phases:

- Phase 1 – 2030 to 2043,
- Phase 2 – 2044 to 2055.

### Runway – Future Refurbishment Works

- The runway islikelyto require rehabilitation in approximately 2035 due to the existing soil condition and observed pavement condition.

### Apron – Future Expansion Works

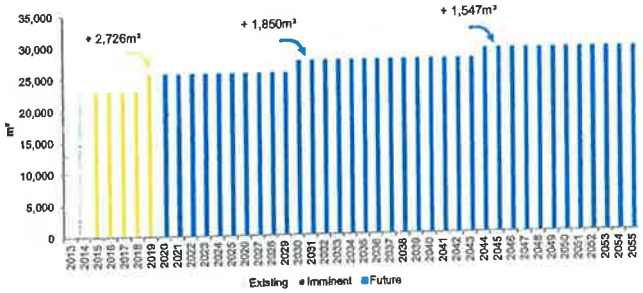
- In 2041, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 10 stands to 13 stands.

### Future Works

Following the expansion in the imminent works period, terminal expansion is envisaged to be in a further twostage process to provide adequate capacity throughout the Concession period.

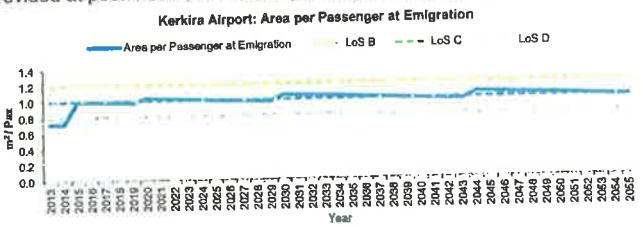
Aircraft stands will be reconfigured to enable pushbacks to provide adequate capacity. An additional runway is not required but rehabilitation of the current runway will be necessary in approximately 2035.

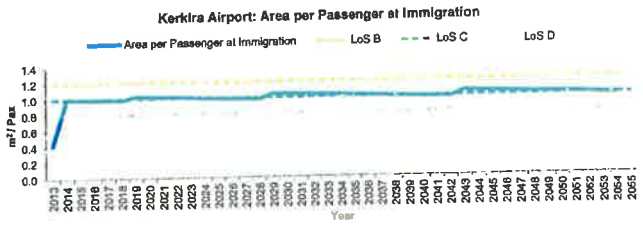
We have planned a phased expansion of the terminal and landside over the Concession period. The initial expansion will be constructed during the Imminent Works period with a further two expansions to be constructed during the Future Works period as shown in the chart below.



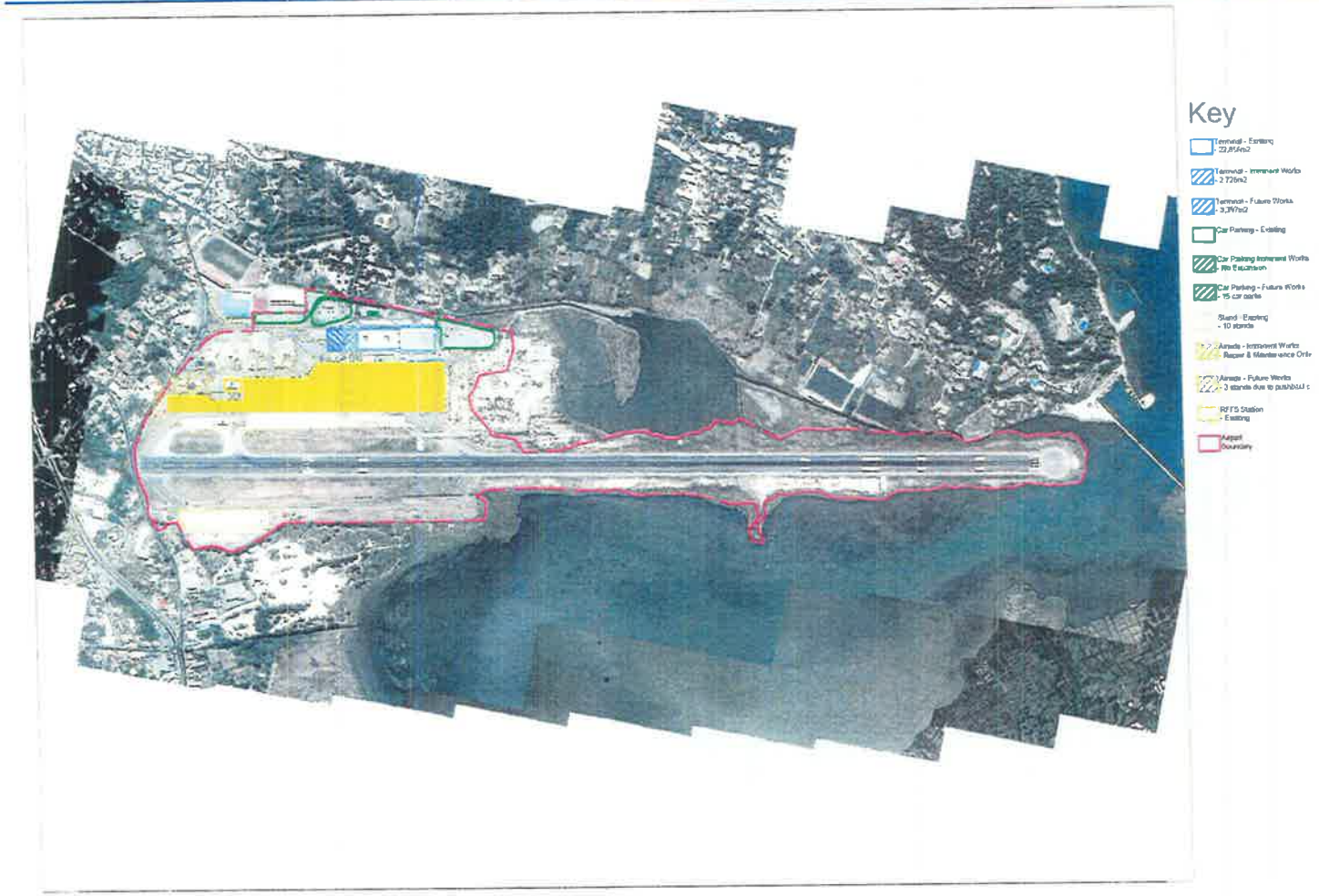

The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis, illustrated in the charts, shows that the two main capacity constrained processes at the airport are Emigration and Immigration.Following refurbishment works, both Emigration and Immigration will meet IATA LoS C. However, if adequate resources are not provided at peak hours, the LoS to passengers will drop below LoS C.



## AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Κέρκυρας

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο Κέρκυρας, είναι ένα αεροδρόμιο σε νησί του Ιονίου, που προσφέρει συνδέσεις με διεθνείς και εγχώριους προορισμούς τόσο σε τακτικούς όσο και ειδικά ναυλωμένους αερομεταφορείς.

**Πρόκληση:** Ο αεροσταθμός και ο αστικός χώρος του αεροδρομίου είναι σημαντικά περιορισμένοι και χρήζουν τόσο επέκτασης όσο και ανακαίνισης για να παρέχουν ένα ικανοποιητικό επίπεδο υπηρεσιών .

**ΑΕΡΟΔΡΟΜΙΟ ΚΕΡΚΥΡΑΣ**

Η αναδιάταξη και η περαιτέρω επέκταση του αεροσταθμού θα βελτιώσει τις διαδικασίες των επιβατών προσφέροντας τους καλύτερη εμπειρία ενώ θα μεγιστοποιήσει και την δυνατότητα εμπορικής ανάπτυξης του αεροδρομίου.

Ο αεροσταθμός του αεροδρομίου της Κέρκυρας θα επωφεληθεί από μία σταδιακή, σε φάσεις επέκταση τόσο κατά την περίοδο των Επικείμενων όσο και των Μελλοντικών Έργων. Αρχικά θα υλοποιηθεί αναδιάταξη του αεροσταθμού και εν συνεχεία επέκταση 2.726m². Κατά την διάρκεια των πρώτων ετών της Περιόδου Παραχώρησης, θα απαιτηθεί υλοποίηση επιπρόσθετων εργασιών για να διαπιστωθεί με σαφήνεια ο υπολειπόμενος χρόνος ζωής των οδοστρωμάτων του χώρου ελεγχόμενης πρόσβασης, πέραν της διαπιστωθείσας κατάστασης.

Δύο επιπλέον επεκτάσεις του αεροσταθμού σχεδιάζονται εντός της Περιόδου Παραχώρησης, σε συνδυασμό με την πλήρη αποκατάσταση του διαδρόμου και την αναδιάταξη των θέσεων στάθμευσης των αεροσκαφών ώστε να αυξηθεί η χωρητικότητα σε αεροσκάφη.

**ΒΑΣΙΚΑ ΣΤΟΙΧΕΙΑ ΑΕΡΟΔΡΟΜΙΟΥ**

Αριθμός Διαδρόμων: 1 (17/35)

Διαστάσεις Διαδρόμων: 2,373m x 45m

Αριθμός Αεροσταθμών: 1

Αριθμός Θέσεων Στάθμευσης Αεροσκαφών: 10

2013 Επιβάτες Ετησίως: 2,1 εκατ. επιβάτες

2013 Μετακινήσεις Ετησίως: 16.258 ATMs

Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 1.640 επιβάτες/ώρα

Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 9 ATMs / ώρα

Υπολογιζόμενη Χωρητικότητα Διαδρόμων: 14 ATMs / ώρα

Μέγεθος Υφιστάμενου Αεροσταθμού: 22.856m²



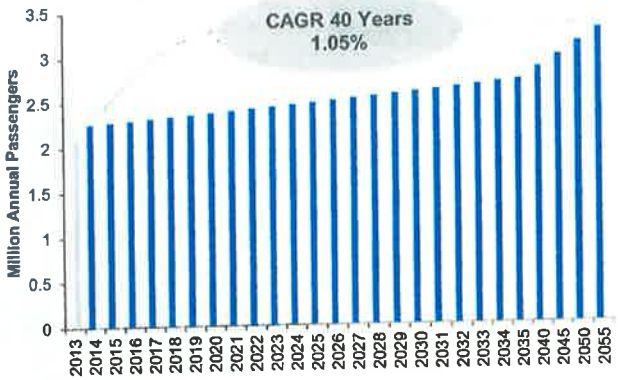
Σχέδιο Ανάπτυξης Αεροδρομίου Κέρκυρας

## ΙΣΤΟΡΙΚΟ

- Το νησί της Κέρκυρας είναι ένας από τους πιο δημοφιλείς τουριστικούς προορισμούς στη Δυτική Ευρώπη, προσελκύοντας επισκέπτες από το Ηνωμένο Βασίλειο, τη Σκανδιναβία, τη Γερμανία, την Ιταλία και την Αυστρία.
- Η Κέρκυρα προσφέρει πλήθος από παραλιακά τουριστικά θέρετρα. Υπάρχουν επίσης ενοικιαζόμενες βίλες στη βορειοανατολική ακτή καθώς και τα κοντινά νησιά των Παξών και Αντίπαξων.
- Η εναέρια κυκλοφορία αποτελείται σχεδόν αποκλειστικά από διεθνείς πτήσεις, είναι ιδιαίτερα εποχιακή και κορυφώνεται τον Ιούλιο και τον Αύγουστο, καθώς ο τοπικός πληθυσμός είναι μόνο περίπου 100.000.

## ΠΡΟΒΛΕΨΗ ΕΠΙΒΑΤΙΚΗΣ ΚΙΝΗΣΗΣ

Ο αριθμός των επιβατών προβλέπεται να αυξηθεί από 2,1 εκατομμύρια επιβάτες ετησίως (mppa) το 2013 σε 3,3 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του 1,05%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 16,3 σε 24,2 χιλιάδες το 2055.



**ΧΩΡΗΤΙΚΟΤΗΤΑ ΑΕΡΟΣΤΑΘΜΟΥ**

- Αντίστοιχος αριθμός γκισέ για όλες τις ώρες σχεδιασμού το 2015. Για τις υπόλοιπες λειτουργίες διατίθεται επαρκής αριθμός εγκαταστάσεων διαχείρισης επιβατών και για τις δύο ροές αναχωρήσεων και αφίξεων για όλες τις ώρες που έχουν προγραμματιστεί για το 2015.
- Οι διαδικασίες διαχείρισης επιβατών στην αίθουσα αναχώρησης και στον έλεγχο διαβατηρίων είναι σε «Οριακή Χωρητικότητα» για το 2015 για επίπεδο υπηρεσιών LoS C για την ώρα σχεδιασμού λόγω περιορισμένων χώρων αναμονής και κυκλοφορίας.

**ΘΕΣΕΙΣ ΣΤΑΘΜΕΥΣΗΣ ΑΕΡΟΣΚΑΦΩΝ**

- Ο αριθμός των 10 θέσεων στάθμευσης επαρκεί για να καλύψει την τρέχουσα ζήτηση κατά την ώρα αιχμής χωρίς να απαιτείται επέκταση τους κατά την περίοδο των επικείμενων έργων.



Η χωρητικότητα του αεροσταθμού του αεροδρομίου της Κέρκυρας είναι σημαντικά περιορισμένη και μπορεί να βελτιωθεί με την αναδιάταξη των υφιστάμενων χώρων και την παροχή επιπρόσθετων εγκαταστάσεων διαχείρισης επιβατών.

## ΑΞΙΟΛΟΓΗΣΗ ΤΩΝ ΤΡΕΧΟΥΣΩΝ ΥΠΟΔΟΜΩΝ

### ΑΕΡΟΣΤΑΘΜΟΣ

Η εκτίμηση της χωρητικότητας των αφικνυομένων και αναχωρούντων επιβατών εντός του κτιρίου του αεροσταθμού έχει γίνει από:

- Επίσκεψη στο Αεροδρόμιο της Κέρκυρας.
- Σχεδιαστικές παραδοχές που απορρέουν από τις τρέχουσες επιχειρησιακές επιδόσεις του αεροδρομίου, τα πρότυπα της IATA και σημεία αναφοράς του τομέα της αεροπλοΐας.
- Πληροφορίες διαθέσιμες από το data room και ενημερωτικά δελτία του αεροδρομίου.

Η αξιολόγηση του αεροσταθμού υποδεικνύει τα ακόλουθα:

- Ο υφιστάμενος αεροσταθμός κατασκευάστηκε στη δεκαετία του 1970 και αργότερα επεκτάθηκε στα τέλη της δεκαετίας του 1990. Το πιο σύγχρονο τμήμα του αεροσταθμού παρέχει γκισέ, έλεγχο ασφάλειας και αναμονής πύλης για επιβάτες διεθνών πτήσεων, το οποίο παραμένει κλειστό κατά τη διάρκεια της χειμερινής περιόδου. Στον χώρο διεθνών προορισμών τα γκισέ βρίσκονται στην αντίθετη πλευρά από την αίθουσα αναχωρήσεων, προκαλώντας διασταυρώσεις στις ουρές των επιβατών. Επιπλέον, η ουρά κατά τον έλεγχο ασφαλείας διασταυρώνεται με την ουρά των επιβατών που βρίσκονται στα γκισέ ελέγχου εισιτηρίων.
- Στον αεροσταθμό απαιτείται υλοποίηση εργασιών συντήρησης για την αντιμετώπιση θεμάτων όπως: εισροές υδάτων στην οροφή, ζημιές στις προστατευτικές διατάξεις πρόσκρουσης οχημάτων στο χώρο διαχείρισης αποσκευών.
- Υπάρχει περιορισμένος χώρος αναμονής στον χώρο ελέγχου ασφαλείας προορισμών εσωτερικού, λόγω υφιστάμενου κλιμακοστασίου.

### ΠΕΡΙΟΧΗ ΚΙΝΗΣΗΣ ΑΕΡΟΣΚΑΦΩΝ

Το αεροδρόμιο διαθέτει έναν μόνο διάδρομο, χωρίς παράλληλο τροχόδρομο. Απαιτείται τα αεροσκάφη να τροχοδρομούν στον ίδιο διάδρομο. Διαπιστώθηκε ότι τα υφιστάμενα αποκατεστημένα τμήματα (μπαλώματα) παρουσιάζουν ξανά διαβρώσεις. Ο δημόσιος δρόμος στο τέλος του διαδρόμου RWY35 δημιουργεί λειτουργικούς περιορισμούς στο αεροδρόμιο. Απαιτείται αναβάθμιση στον φωτισμό και την σήμανση του διαδρόμου.

Ο διάδρομος RWY 35 έχει επαρκή Ζώνη Ασφάλειας Τέλους Διαδρόμων (RESA), λόγω μετατόπισης ενός αναβαθμού. Δεν έχει επαρκή Ζώνη Ασφάλειας Τέλους Διαδρόμων (RESA) σύμφωνα με τις απαιτήσεις του παραρτήματος 14 του για τον διάδρομο RWY17, και θα απαιτηθεί μετατόπιση του αναβαθμού του διαδρόμου.

Υποθέτουμε ότι οποιεσδήποτε υφιστάμενες απαλλαγές μη συμμόρφωσης θα διατηρηθούν και θα πρέπει να συζητηθούν με την αρμόδια αρχή.

**ΚΥΡΙΟΤΕΡΑ ΣΤΟΙΧΕΙΑ ΤΩΝ ΥΠΟΔΟΜΩΝ**

3 αεροπορικές εταιρείες (η Aegean, η Astra και η Ellin Air) έχουν αιτηθεί από ένα αεροσκάφος τους να έχει βάση στο αεροδρόμιο. Το αίτημα έχει απορριφθεί λόγω έλλειψης διαθέσιμων θέσεων στάθμευσης και χώρου ελιγμού των αεροσκαφών.

Η οροφή του αεροσταθμού είναι σε κακή κατάσταση και η ψευδοροφή χρήζει συντήρησης και αποκατάστασης. Απαιτείται επίσης περαιτέρω συντήρηση και αναδιαμόρφωση των οδοστρωμάτων του χώρου ελεγχόμενης πρόσβασης.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Μετακίνηση των WC τόσο από τον χώρο ελεγχόμενης πρόσβασης όσο και από τον αστικό χώρο του αεροδρομίου στο ισόγειο για την παροχή επιπλέον γκισέ με αντίστοιχο χώρο αναμονής και κυκλοφορίας.
  Μετακίνηση του χώρου ελέγχου ασφαλείας από την αίθουσα αναχωρήσεων στον ημιώροφο.
- Παροχή χώρου αφορολόγητων ειδών στον ημιώροφο, μετά τον έλεγχο ασφαλείας.
- Πρόβλεψη για 2 κλιμακοστάσια και 2 ανελκυστήρες για πρόσβαση τόσο από τον αστικό χώρο όσο από τον χώρο ελεγχόμενης πρόσβασης στον ημιώροφο.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Επέκταση του Αεροσταθμού ~2.726m² για ανταπόκριση στην προβλεπόμενη ζήτηση και επίπεδο υπηρεσιών IATA LoS C για την διαχείριση επιβατών.

**ΧΩΡΟΣ ΕΛΕΓΧΟΜΕΝΗΣ ΠΡΟΣΒΑΣΗΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Απαιτούνται αποκαταστάσεις στον διάδρομο, τον χώρο ελιγμών των αεροσκαφών και τους τροχόδρομους, καθώς και επιπλέον ενίσχυση των οδοστρωμάτων σε όλον τον χώρο ελιγμών του αεροδρομίου.



Απαιτείται στα υφιστάμενα οδοστρώματα του αεροδρομίου αναβάθμιση και ενίσχυση για την αντιμετώπιση ανισοσταθμιών, ρωγμών και προβλημάτων εισροών υδάτων.

Σχέδιο Ανάπτυξης Αεροδρομίου Κέρκυρας

**ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ**

Στα Επικείμενα Έργα περιλαμβάνονται η βελτιστοποίηση και αναδιαμόρφωση των εγκαταστάσεων διαχείρισης επιβατών ώστε να εξασφαλίζεται επίπεδο IATA LoS C και η ανάπτυξη αριθμού εμπορικών χώρων εντός του υφιστάμενου κτιρίου του αεροσταθμού.

Σε συνέχεια της αναδιαμόρφωσης, με την επέκταση του αεροσταθμού κατά 2.726 τ.μ. θα παρασχεθούν περαιτέρω χώροι διαχείρισης επιβατών.

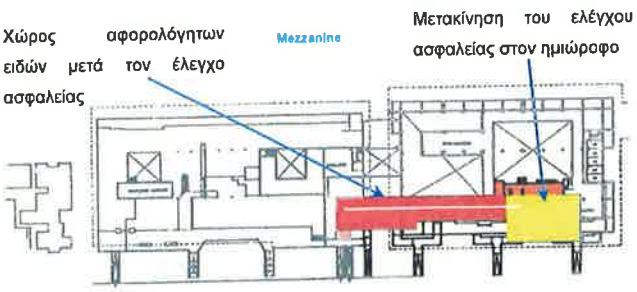
Απαιτείται επίσης αποκατάσταση και ενίσχυση των οδοστρωμάτων στον χώρο ελεγχόμενης πρόσβασης.

## ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ

Ο κύριος στόχος των επικείμενων έργων είναι ο εξορθολογισμός των υπηρεσιών εντός του υφιστάμενου αεροσταθμού και η αύξηση των χώρων κυκλοφορίας των επιβατών, προκειμένου να βελτιωθεί ο συνολικός χώρος των επιβατών. Με την μετεγκατάσταση των γκισέ και ελέγχου ασφάλειας στον χώρο διεθνών προορισμών θα παρασχεθεί μια ομαλότερη διαχείριση των επιβατών, απαλείφοντας τις τρέχουσες διασταυρώσεις των ροών.

Οι βασικές αλλαγές που θα επιτευχθούν παρουσιάζονται στα παρακάτω σχήματα:




## ΧΩΡΟΣ ΕΛΕΓΧΟΜΕΝΗΣ ΠΡΟΣΒΑΣΗΣ (AIRSIDE) – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ

Στόχος των επικείμενων έργων στον χώρο ελεγχόμενης πρόσβασης του αεροδρομίου είναι η αντιμετώπιση των ιδιαίτερα απαιτητικών αναγκών συντήρησης. Ωστόσο, συνολικά, απαιτείται επισταμένη διερεύνηση στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης για να διαπιστωθεί ο υπολειπόμενος χρόνος ζωής τους και το έτος αντικατάστασης τους.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

Έχουν διαστασιολογηθεί μελλοντικά έργα επέκτασης του αεροσταθμού και του αστικού χώρου του αεροδρομίου ώστε να παρέχεται ικανή χωρητικότητα σε δύο φάσεις:

Φάση 1 – 2030 με 2043

Φάση 2 – 2044 με 2055.

**ΔΙΑΔΡΟΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

Ο διάδρομος είναι πιθανό να χρήζει αναδιαμόρφωσης περίπου το 2035 λόγω της κατάστασης του εδάφους και της διαπιστωμένης κατάστασης οδοστρωμάτων.

**ΧΩΡΟΣ ΕΛΙΓΜΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

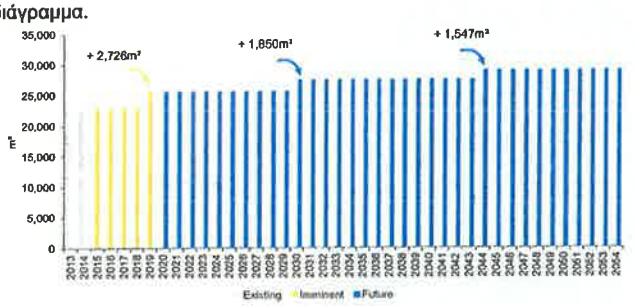
- Το 2041, θα απαιτηθεί αναδιαμόρφωση των χώρων ελιγμών για να επιτρέπεται η οπισθέλκυση, ώστε να αυξηθεί η χωρητικότητα των χώρων στάθμευσης από 10 σε 13.

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

Μετά την επέκταση της περιόδου Επικείμενων Έργων, προβλέπεται επέκταση του αεροσταθμού, μέσω περαιτέρω διαδικασίας δύο σταδίων, ώστε να παρασχεθεί επαρκής χωρητικότητα καθ 'όλη τη διάρκεια της Περιόδου Παραχώρησης.

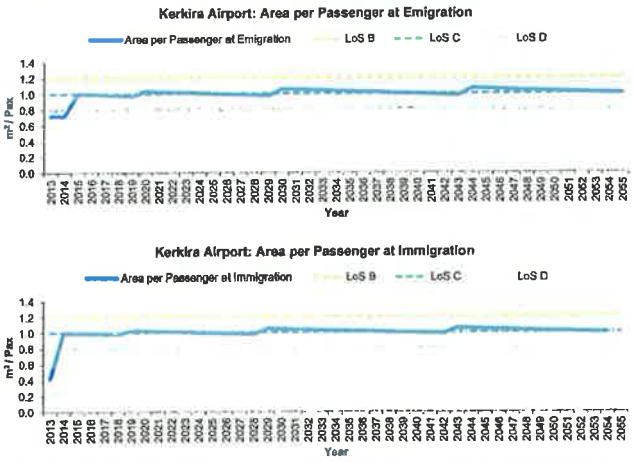
Οι χώροι ελιγμών των αεροσκαφών θα αναδιαμορφωθούν ώστε να επιτρέπεται η οπισθέλκυση για την παροχή επαρκούς χωρητικότητας. Άλλος διάδρομος δεν απαιτείται υποχρεωτικά, αλλά αναδιαμόρφωση του υφιστάμενου θα είναι απαραίτητη περίπου το 2035.

**Έχουμε προγραμματίσει μια σταδιακή επέκταση του αεροσταθμού και του αστικού χώρου του αεροδρομίου κατά την Περίοδο Παραχώρησης. Η αρχική επέκταση θα υλοποιηθεί κατά τη διάρκεια της περιόδου επικείμενων έργων με δύο επιπλέον επεκτάσεις που θα υλοποιηθούν κατά τη διάρκεια της περιόδου μελλοντικών έργων όπως παρουσιάζεται στο παρακάτω διάγραμμα.**




**Οι εγκαταστάσεις διαχείρισης των επιβατών του αεροσταθμού έχουν αξιολογηθεί για ώρα σχεδιασμού που να παρέχεται επίπεδο υπηρεσιών κατ' ελάχιστον IATA LoS C για όλη την Περίοδο Παραχώρησης.**

**Η ανάλυσή μας, όπως παρουσιάζεται και παρακάτω, έδειξε ότι υπάρχουν δύο βασικές διαδικασίες που περιορίζουν την χωρητικότητα στο αεροδρόμιο, οι διαδικασίες ελέγχου διαβατηρίων τόσο κατά την άφιξη όσο και κατά την αναχώρηση των επιβατών. Μετά τις εργασίες ανακαίνισης και οι δύο διαδικασίες θα διατηρούν επίπεδο υπηρεσιών IATA LoS C. Ωστόσο, στην περίπτωση που δεν προσφερθούν επαρκείς πόροι κατά τις ώρες αιχμής το επίπεδο υπηρεσιών θα πέσει κάτω από LoS C.**



# Σχέδιο AutoCAD



# Chania Airport Development Plan

**Location and Connectivity:** Chania Airport is located in northern Crete serving a mature tourist market with a strong influx of visitors from Northern Europe.

**Challenge:** The on-going terminal expansion at the airport will need to be matched with expansion in airspace and runway capacity to address the long-term forecast demand at the airport.

### Key Airport Facts

Number of Runways: 1 [11/29]

Dimensions of Runway: 3,348m x 45m

Number of Terminals: 1

Number of Stands: 8

2013 Annual Passengers: 2.1 mppa

2013 Annual Movements: 15,022 ATMs

Current 2-Way Peak Hour Passengers: 1,230 pax / hour

Current 2-Way Peak Hour ATMs: 7 ATMs / hour

Calculated Runway Capacity: 30 ATMs / hour

Current Terminal Size: 13,676m²



### Chania Airport

With the airfield in a good condition and a 17,000m² terminal expansion underway, Chania Airport is well positioned to offer an enhanced experience to tourists, business and local passengers and benefit from future infrastructure developments on the island.

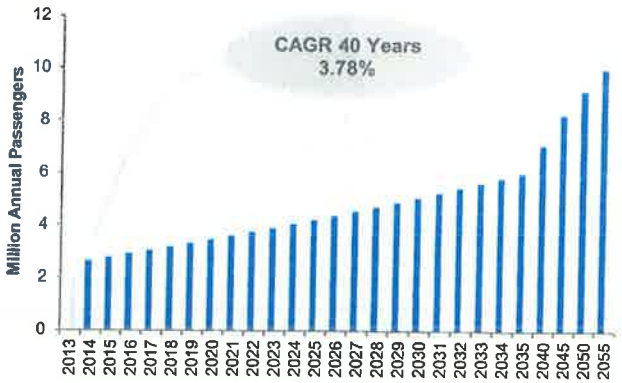
Future works will include two expansions to the terminal, reconfiguration of the aircraft stands to enhance capacity and modernisation of aeronautical navigation aids.

### Background

- Chania Airport is one of three airports in Crete. However, Heraklion Airport is currently constrained and a smaller airport in Sitia only operates domestic flights.
- Crete is a mature, well established destination for family holidays and business events including conferences. Airport traffic is highly seasonal as the majority of passengers are tourists from outside of Greece.

### Traffic Forecast

Strong growth in passengers at Chania Airportis expected throughout the concession period. This growth is from 2.1 million passengers per annum (mppa) in 2013 to 10.0mppa by 2055, representing a CAGR of 3.78%. In addition, air traffic movements (ATMs) are forecasted to increase from 15.0 to 65.7 thousand in 2055.



### Terminal Capacity

- Inadequate number of check-in counters across all design hours in 2015. All other functions have adequate number of passenger processing facilities for both arriving and departing flows across the design hour in 2015.
- The departure hall and outbound immigration are the passenger processing areas which are 'capacity critical' in 2015 for LoS C in the design hour due to insufficient queuing and circulation space.

### Stand Capacity

- Current stand capacity of 8 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



The currently on-going terminal expansion will alleviate terminal capacity constraints and needs to be matched with commensurate expansion in airspace and runway capacity which is limited due to Chania's designation as a heavy military airport.

## Assessment of Current Infrastructure

### Terminal

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visit to Chania Airport.
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

Split level terminal with the departure hall and baggage reclaim on the ground floor and passenger security screening and gate hold rooms on the first floor. The terminal is undersized for the current number of passengers, however it is currently undergoing an expansion, which will increase the terminal size by 17,000m$^2$ and should be fully integrated with the existing building.

### Airfield

The airport has a single runway with two parallel taxiways. This ensures adequate runway capacity. Bird strikes are not a problem as HAF manage this process themselves. Apron pavements were noted to have fuel spills on them.

As the runway is out of the Concession area, it has not been considered further for compliance with ICAO Annex 14.

### Infrastructure Highlight

The terminal is currently undergoing an expansion to the East, increasing the size by c. 17,000m$^2$. Once this expansion is complete, the Western expansion will commence. The Eastern expansion is due for completion in December 2015.

Expansion works previously considered by the airport include reconfiguration and integration of the existing terminal with the terminal extension. The aircraft parking positions are currently power-in power-out. The airport has considered converting to push back operation, however, they require permission from the HAF.

### Terminal – Imminent Expansion Works

On-going terminal expansion of c.17,000m²(State Works) is expected to be complete and handed over by August 2016 and will include integration with existing terminal facilities.Thus, this would alleviate current terminal capacity constraints and negate the requirement for any reconfiguration of the existing terminal to meet IATA LoS C standards.

### Airside – Imminent Refurbishment Works

- The runway, apron and taxiways were observed to be in very good condition with a PCN of 53 which means that the airside pavements would not require any imminent refurbishment works.



The terminal expansion at Chania Airport will alleviate passenger processing capacity constraints in the Interim Works period.

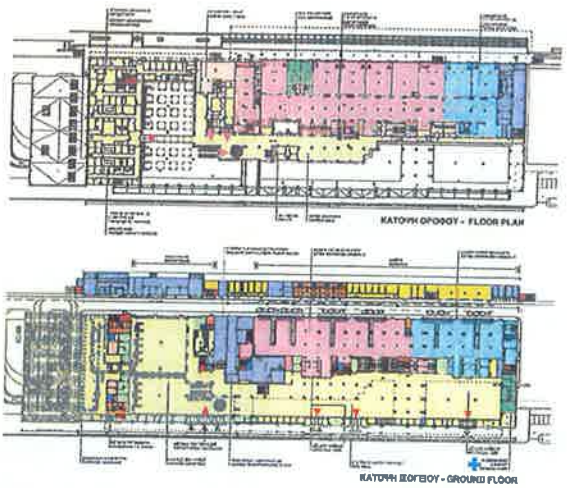
### Imminent Works

EU funded terminal expansion of circa 17,000m² that will alleviate current terminal capacity constraints. This will be integrated with existing facilities within the terminal and will negate the need for further reconfiguration.

The Airside pavements do not require any imminent refurbishment works.

### Terminal – Imminent Works

No expansion or refurbishment works are required during the Imminent Works Period due to the current expansion works being carried out at the airport. The floor plans below illustrate the planned terminal layout for both arriving and departing passengers upon completion of the on-going terminal expansion and integration with the existing terminal building.




### Airside – Imminent Works

Although not part of the Concession the condition of the runway, apron and taxiways has been viewed as good with some minor level fluctuations on the apron.Therefore no works are envisaged during the Imminent works period.

### Terminal – Future Expansion Works

- Future terminal and landside expansions have been sized to provide sufficient capacity over two phases:
  Phase 1 – 2025 to 2038
  Phase 2 – 2039 to 2055.

### Apron – Future Expansion Works

- In 2025, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 8 stands to 20 stands.

### Ancillary Facilities – Future Refurbishment Works

- The Hellenic Air Force (HAF) has requested the following aeronautical aids be installed at Chania Airport to modernise and improve the air navigation services. The requested aids are as follows:
- Multilateration System / Automatic Dependent Surveillance – Broadcast (MLAT/ADS-B)
- Voice Communication System (VCS)
- Advanced Surface Movement Guidance and Control System (A-SMGCS)

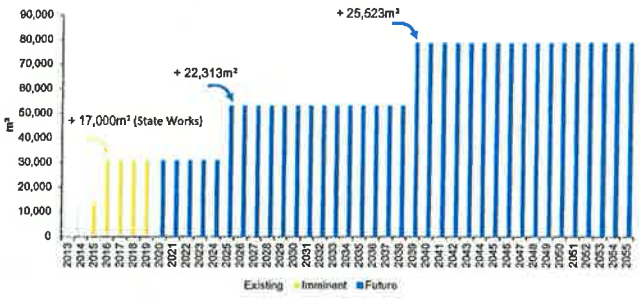
### Future Works

The Future Expansion Works provide a further two phase terminal expansion increasing the terminal area to c. 80,000m² by the end of the Concession.

The runway at Chania Airport has sufficient capacity for the Concession period, and a reconfiguration of the stands will provide additional capacity.

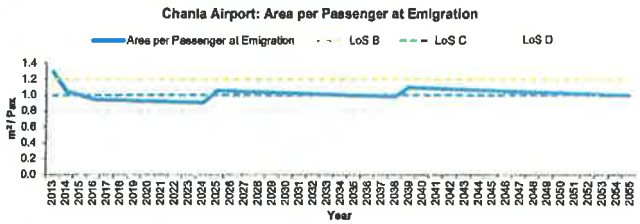
The long-term expansion plan has been developed by applying the planning assumptions, ratios and criteria specified by ICAO, IATA, EU and the CA to determine the facility sizing and land area requirements as outlined below.

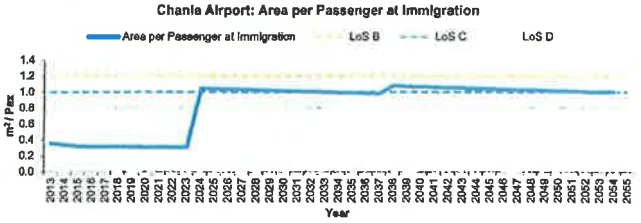
A phased expansion of the terminal and landside is planned. The initial expansion will be constructed during the Imminent Works Period with a further two expansions to be constructed during the Future Works period.




The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis, as illustrated below, has shown that the most constrained departure process is Emigration. However, it provides an average rating for the duration of the Concession of approximately LoS C. The most capacity constrained arrival process is Immigration, which will have an adequate level of around LoS C after the Imminent works period.



## AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Χανίων

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο των Χανίων βρίσκεται στη βόρεια Κρήτη εξυπηρετώντας μια ώριμη τουριστική αγορά με ισχυρή εισροή επισκεπτών από τη Βόρεια Ευρώπη.

**Πρόκληση:** Η επέκταση του αεροσταθμού του αεροδρομίου, θα πρέπει να συνδυαστεί με διεύρυνση του εναέριου χώρου και επεκτάσεις στην χωρητικότητα του διαδρόμου για την αντιμετώπιση της μακροπρόθεσμα αυξανόμενης ζήτησης του αεροδρομίου.

**ΑΕΡΟΔΡΟΜΙΟ ΧΑΝΙΩΝ**

Το αεροδρόμιο των Χανίων, με περιοχή κίνησης αεροσκαφών σε καλή κατάσταση και δεδομένης της επικείμενης επέκτασης 17.000m² του αεροσταθμού, βρίσκεται σε θέση να προσφέρει μια καλή εμπειρία σε τουρίστες, επαγγελματίες αλλά και εγχώριους επιβάτες και μπορεί να επωφεληθεί από μελλοντική ανάπτυξη των υποδομών του νησιού.

Τα μελλοντικά έργα θα περιλαμβάνουν δύο επεκτάσεις στον αεροσταθμό, επαναδιάταξη των χώρων στάθμευσης των αεροσκαφών ώστε να ενισχυθεί η χωρητικότητα, καθώς και εκσυγχρονισμό των αεροναυτιλιακών βοηθημάτων πλοήγησης.

**ΒΑΣΙΚΑ ΣΤΟΙΧΕΙΑ ΑΕΡΟΔΡΟΜΙΟΥ**

Αριθμός Διαδρόμων: 1 [11/29]
Διαστάσεις Διαδρόμων: 3.348m x 45m
Αριθμός Αεροσταθμών: 1
Αριθμός Θέσεων Στάθμευσης Αεροσκαφών: 8
2013 Επιβάτες Ετησίως: 2,1 εκατ. επιβάτες
2013 Μετακινήσεις Ετησίως: 15.022 ATMs
Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 1.230 επιβάτες / ώρα
Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 7 ATMs / ώρα
Υπολογιζόμενη Χωρητικότητα Διαδρόμων: 30 ATMs / ώρα
Μέγεθος Υφιστάμενου Αεροσταθμού: 13.676m²

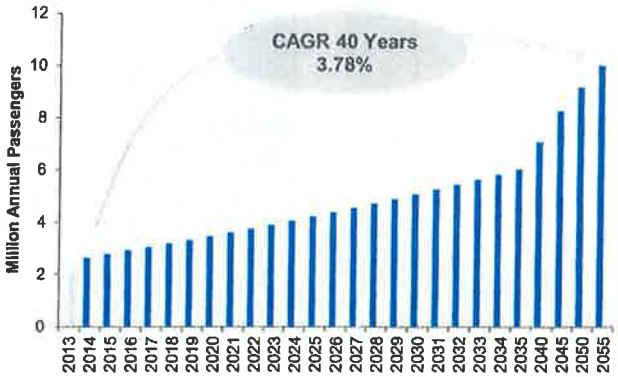


## ΙΣΤΟΡΙΚΟ

- Το αεροδρόμιο των Χανίων είναι ένα από τα τρία αεροδρόμια της Κρήτης. Ωστόσο το αεροδρόμιο του Ηρακλείου είναι επί του παρόντος περιορισμένο ενώ το μικρότερο αεροδρόμιο της Σητείας εξυπηρετεί μόνο εγχώριες πτήσεις.
- Η Κρήτη είναι ένας ώριμος, καθιερωμένος προορισμός για οικογενειακές διακοπές και επαγγελματικές εκδηλώσεις συμπεριλαμβανομένων συνεδρίων. Η κίνηση του αεροδρομίου είναι σε μεγάλο βαθμό εποχιακή, καθώς η πλειοψηφία των επιβατών είναι τουρίστες από το εξωτερικό.

## ΠΡΟΒΛΕΨΗ ΕΠΙΒΑΤΙΚΗΣ ΚΙΝΗΣΗΣ

Προβλέπεται υψηλή αύξηση επιβατών κατά την διάρκεια της Περιόδου Παραχώρησης. Αυτή η αύξηση εκτιμάται από 2,1 εκατομμύρια επιβάτες ετησίως (mppa) το 2013 σε 10,0 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του CAGR 3,78%. Επιπροσθέτως, η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 15,0 σε 65,7 χιλιάδες το 2055.



**ΧΩΡΗΤΙΚΟΤΗΤΑ ΑΕΡΟΣΤΑΘΜΟΥ**

Ανεπαρκής αριθμός γκισέ ελέγχου εισιτηρίων για τις ώρες σχεδιασμού το 2015. Για όλες τις υπόλοιπες λειτουργίες υπάρχει επαρκής αριθμός εγκαταστάσεων διαχείρισης επιβατών και για τις δύο ροές αναχωρήσεων και αφίξεων κατά την ώρα σχεδιασμού για το 2015.

Η αίθουσα αναχωρήσεων και ο έλεγχος διαβατηρίων κατά την αναχώρηση είναι οι διαδικασίες διαχείρισης επιβατών που είναι σε «Κρίσιμη Χωρητικότητα» το 2015 για επίπεδο υπηρεσιών LoS C για την ώρα σχεδιασμού λόγω περιορισμένων χώρων αναμονής και κυκλοφορίας.

**ΘΕΣΕΙΣ ΣΤΑΘΜΕΥΣΗΣ ΑΕΡΟΣΚΑΦΩΝ**

Η τρέχουσα χωρητικότητα των 8 θέσεων στάθμευσης επαρκεί για να καλύψει την τρέχουσα ζήτηση κατά την ώρα αιχμής χωρίς να απαιτείται επέκταση κατά την περίοδο των επικείμενων έργων.



Η επέκταση του αεροσταθμού που βρίσκεται σε εξέλιξη θα ελαττώσει τους παράγοντες που περιορίζουν την χωρητικότητα, ενώ πρέπει να συνδυαστεί και με ανάλογη επέκταση του εναέριου χώρου και της χωρητικότητας του διαδρόμου που είναι περιορισμένη λόγω του χαρακτηρισμού του αεροδρομίου των Χανίων ως στρατιωτικό αεροδρόμιο μεγάλης δραστηριότητας.

## Αξιολογηση των Τρεχουσων Υποδομων

### Αεροσταθμος

Η εκτίμηση της χωρητικότητας των αφικνυομένων και αναχωρούντων επιβατών εντός του κτιρίου του αεροσταθμού έχει γίνει από:

- Επίσκεψη στο Αεροδρόμιο των Χανίων.
- Σχεδιαστικές παραδοχές που απορρέουν από τις τρέχουσες επιχειρησιακές επιδόσεις του αεροδρομίου, τα πρότυπα της IATA και σημεία αναφοράς του τομέα της αεροπλοΐας.
- Πληροφορίες διαθέσιμες από το data room και ενημερωτικά δελτία του αεροδρομίου.

Ο αεροσταθμός διαχωρίζεται σε 2 επίπεδα με την αίθουσα αναχωρήσεων και τον χώρο παραλαβής αποσκευών να βρίσκεται στο ισόγειο και τον έλεγχο ασφαλείας των επιβατών και τις αίθουσες αναμονής των πυλών στον 1ο όροφο. Ο αεροσταθμός είναι υποδιαστασιολογημένος για τον τρέχοντα αριθμό επιβατών, ωστόσο σε εξέλιξη βρίσκεται επέκταση που θα αυξήσει το μέγεθος του αεροσταθμού κατά 17,000m² ενσωματώνοντας την πλήρως στο υφιστάμενο κτίριο.

### Περιοχη Κινησης Αεροσκαφων

Το αεροδρόμιο διαθέτει ένα διάδρομο και δύο παράλληλους τροχόδρομους, διασφαλίζοντας επαρκή χωρητικότητα διαδρόμου. Οι προσκρούσεις πτηνών δεν είναι πρόβλημα, καθώς την σχετική διαδικασία διαχειρίζεται η Ελληνική Πολεμική Αεροπορία. Τα οδοστρώματα των χώρων ελιγμών και στάθμευσης των αεροσκαφών παρατηρήθηκαν να έχουν εκχύσεις καυσίμων.

Καθώς ο διάδρομος εξαιρείται από το αντικείμενο παραχώρησης, δεν εξετάστηκε περαιτέρω η συμμόρφωση με τις απαιτήσεις του παραρτήματος 14 του ICAO.

**ΚΥΡΙΟΤΕΡΑ ΣΤΟΙΧΕΙΑ ΤΩΝ ΥΠΟΔΟΜΩΝ**

Σε εξέλιξη βρίσκονται οι εργασίες επέκτασης του αεροσταθμού στην ανατολική πτέρυγα του σταθμού, αυξάνοντας το μέγεθος του κατά 17.000m². Μόλις ολοκληρωθούν θα ξεκινήσουν εργασίες επέκτασης και στην Δυτική πτέρυγα. Η επέκταση της ανατολικής πτέρυγας θα ολοκληρωθεί τον Δεκέμβριο 2015.

Στις εργασίες επέκτασης περιλαμβάνεται και η επαναδιάταξη και πλήρης ενσωμάτωση της επέκτασης του αεροσταθμού στον υφιστάμενο αεροσταθμό. Οι υφιστάμενες θέσεις στάθμευσης των αεροσκαφών είναι τύπου power-in power-out. Η διοίκηση του αεροδρομίου εξετάζει το ενδεχόμενο εφαρμογής λειτουργίας οπισθέλκυσης, ωστόσο απαιτείται άδεια από την Πολεμική Αεροπορία.

**Αεροσταθμός – Επικείμενα Έργα Επέκτασης**

- Οι εργασίες επέκτασης 17.000m² στον αεροσταθμό που βρίσκονται σε εξέλιξη (Δημόσιο Έργο) θα έχει ολοκληρωθεί και παραδοθεί μέχρι τον Αύγουστο του 2016 και θα περιλαμβάνει την ενσωμάτωση του έργου στις εγκαταστάσεις του υφιστάμενου αεροσταθμού. Ως εκ τούτου, ελαττώνονται οι παράγοντες που περιορίζουν την χωρητικότητα του αεροσταθμού και δεν υφίστατα απαίτηση για αναδιαμόρφωση του τερματικού σταθμού προκειμένου να επιτυγχάνει επίπεδο υπηρεσιών IATA LoS C.

**Χώρος Ελεγχόμενης Προσβασης – Επικείμενα Έργα Ανακαίνισης**

- Ο διάδρομος, ο χώρος ελιγμών των αεροσκαφών και οι τροχόδρομοι διαπιστώθηκε ότι είναι σε καλή κατάσταση με αριθμό ταξινόμησης οδοστρωμάτων (PCN) 53 που σημαίνει ότι δεν απαιτείται να γίνουν άμεσα εργασίες ανακαίνισης στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου κατά την περίοδο των Επικείμενων Έργων.



Με την επέκταση του αεροσταθμού του αεροδρομίου των Χανίων θα ελαττωθούν οι παράγοντες που περιορίζουν την χωρητικότητα διαχείρισης επιβατών κατά την περίοδο των Επικείμενων Έργων.

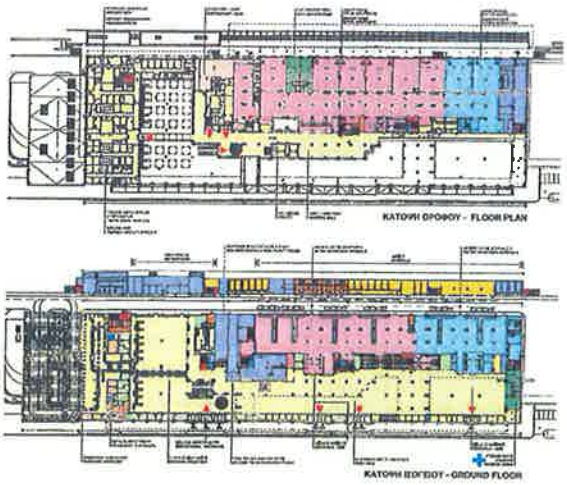
**Επικείμενα Έργα**

Η από την ΕΕ χρηματοδοτούμενη επέκταση στον αεροσταθμό περίπου 17.000m² ελαττώνει τους παράγοντες που περιορίζουν την χωρητικότητα του αεροσταθμού. Η επέκταση θα ενσωματωθεί στις υφιστάμενες εγκαταστάσεις του αεροσταθμού και θα εξαλείψει την ανάγκη για περαιτέρω αναδιαμόρφωση.

Δεν απαιτείται υλοποίηση άμεσων έργων ανακαίνισης στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου.

### Αεροσταθμος – Επικειμενα Εργα

Δεν απαιτείται υλοποίηση εργασιών επέκτασης ή ανακαίνισης κατά την διάρκεια της περιόδου επικείμενων έργων λόγω των εργασιών επέκτασης που εκτελούνται στο αεροδρόμιο. Οι κατόψεις παρακάτω απεικονίζουν την διαρρύθμιση του αεροσταθμού, τόσο των αφίξεων όσο και των αναχωρήσεων, μετά την ολοκλήρωση των εν εξελίξει εργασιών επέκτασης και ενσωμάτωσης στον υφιστάμενο αεροσταθμό.




### Χωρος Ελεγχομενης Προσβασης (Airside) – Επικειμενα Εργα

Αν και δεν αποτελεί μέρος της Παραχώρησης, η κατάσταση του διαδρόμου, του χώρου ελιγμών των αεροσκαφών και των τροχόδρομων παρατηρήθηκε να είναι σε καλή κατάσταση με μόνο κάποιες μικρές ανωμαλίες στον χώρο ελιγμών αεροσκαφών. Επομένως δεν προβλέπεται υλοποίηση εργασιών κατά την περίοδο των επικείμενων έργων.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Έχουν διαστασιολογηθεί μελλοντικα έργα επέκτασης του αεροσταθμού και του αστικου χώρου του αεροδρομίου ώστε να παρέχεται ικανή χωρητικότητα σε δύο φάσεις:
  Φάση 1 –2025 με 2038
  Φάση 2 – 2039 με 2055.

**ΧΩΡΟΣ ΕΛΙΓΜΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Το 2025, επαναδιαμόρφωση των θέσεων στάθμευσης ώστε να επιτρέπεται η οπισθέλκυση αυξάνοντας τον αριθμό των θέσεων στάθμευσης από 8 σε 20.

**ΒΟΗΘΗΤΙΚΕΣ ΕΓΚΑΤΑΣΤΑΣΕΙΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Η Ελληνική Πολεμική Αεροπορία (ΠΑ) έχει ζητήσει την εγκατάσταση των ακόλουθων βοηθητικών συστημάτων ώστε να εκσυγχρονιστούν και βελτιωθούν οι υπηρεσίες πλοήγησης:
- Multilateration System / Automatic Dependent Surveillance – Broadcast (MLAT/ADS-B)
- Voice Communication System (VCS)
- Advanced Surface Movement Guidance and Control System (A-SMGCS)

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

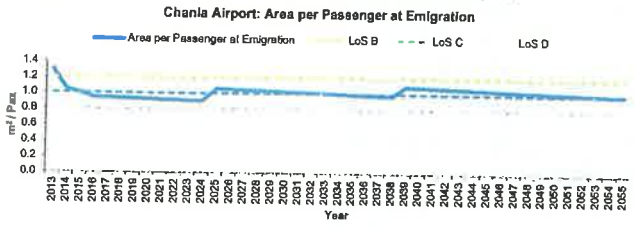
Στα Μελλοντικά Έργα Επεκτάσεων περιλαμβάνονται επεκτάσεις σε δύο φάσεις αυξάνοντας τον χώρο του αεροσταθμού σε περίπου 80.000m² μέχρι το τέλος της Περιόδου Παραχώρησης.

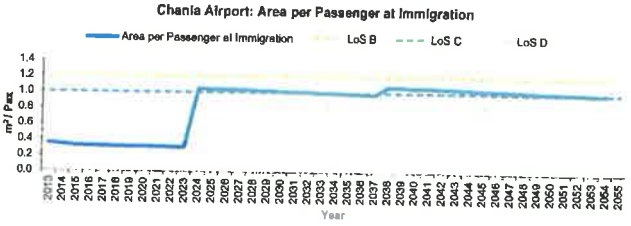
Ο διάδρομος του αεροδρομίου των Χανίων έχει επαρκή χωρητικότητα για την Περίοδο Παραχώρησης ενώ η επαναδιάταξη των θέσεων στάθμευσης θα παράσχει επιπρόσθετη χωρητικότητα.

Το μακροπρόθεσμο σχέδιο επέκτασης έχει αναπτυχθεί εφαρμόζοντας τις παραδοχές σχεδιασμού, τις αναλογίες και τα κριτήρια που καθορίζονται από την ICAO, την IATA, την ΕΕ και συμφωνητικού Παραχώρησης για τον προσδιορισμό του μεγέθους της εγκατάστασης και τις απαιτήσεις σε έκταση γης όπως περιγράφεται παρακάτω.
Προγραμματίζεται σταδιακή, σε φάσεις επέκταση του αεροσταθμού και του αστικού χώρου του αεροδρομίου. Η αρχική επέκταση θα υλοποιηθεί κατά τη διάρκεια της περιόδου Επικείμενων Έργων με δύο επιπλέον επεκτάσεις που θα υλοποιηθούν κατά τη διάρκεια της περιόδου Μελλοντικών Έργων.

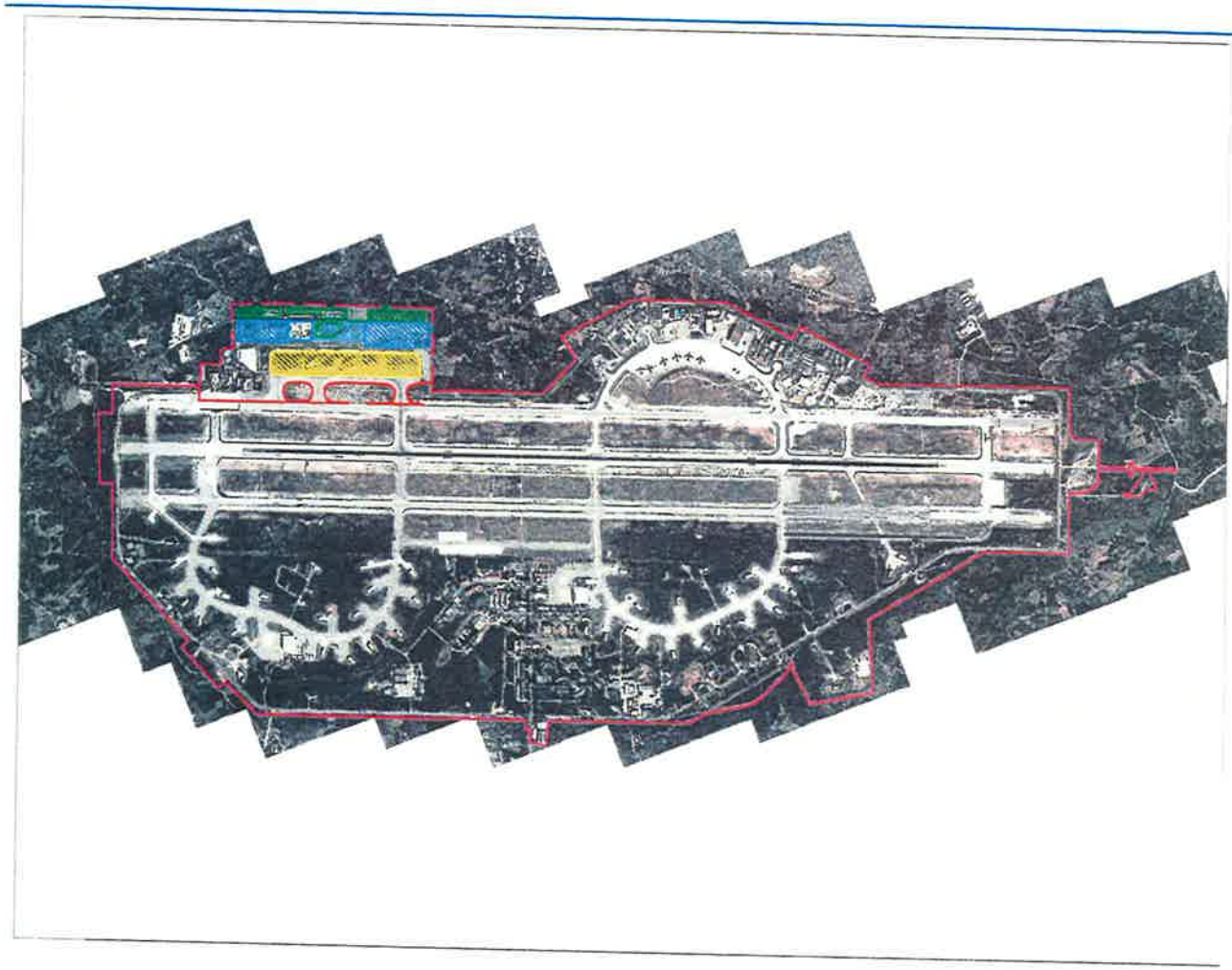


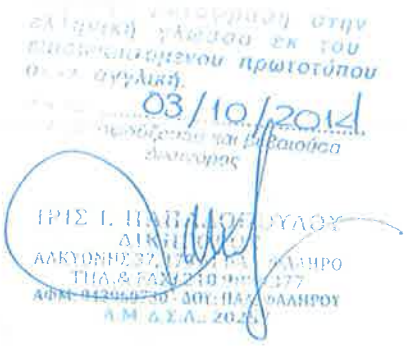

Οι εγκαταστάσεις διαχείρισης των επιβατών του αεροσταθμού έχουν αξιολογηθεί για ώρα σχεδιασμού που να παρέχεται κατ' ελάχιστον επίπεδο υπηρεσιών IATA LoS C για όλη την Περίοδο Παραχώρησης.
Η ανάλυσή μας, η οποία παρουσιάζεται στα παρακάτω διαγράμματα, δείχνει ότι κυριότερος παράγοντας περιορισμού κατά την αναχώρηση είναι η διαδικασία ελέγχου διαβατηρίων. Ωστόσο, διατηρεί συνεχώς για το μεγαλύτερο διάστημα ένα επίπεδο υπηρεσιών LoS C. Κατά την άφιξη ο κυριότερος παράγοντας περιορισμού της χωρητικότητας είναι η διαδικασία ελέγχου διαβατηρίων, η οποία θα διατηρεί ένα επαρκές επίπεδο LoS C μετά την περίοδο των Επικείμενων Έργων.



# Σχέδιο AutoCAD





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ελληνική γλώσσα εκ του
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[illegible] αγγλική.
03/10/2014
[illegible] και βεβαιούσα
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ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, [illegible] ΑΛΗΡΟ
ΤΗΛ.& ΦΑΧ [illegible]
ΑΦΜ [illegible] - ΔΟΥ: ΠΑΛΑΙΟΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20[illegible]

# Zakinthos Airport Development Plan

**Location and Connectivity:** Zakinthos Airport is an Ionian island airport which is popular with package tour operators from across Europe.

**Challenge:** Airspace capacity constraints need to be addressed to maximise the throughput of the airport.

### Key Airport Facts

Number of Runways: 1 [16/34]

Dimensions of Runways: 2,228m x 45m

Number of Terminals: 1

Number of Stands: 7

2013 Annual Passengers: 1.0 mppa

2013 Annual Movements: 7,388 ATMs

Current 2-Way Peak Hour Passengers: 1,093pax / hour

Current 2-Way Peak Hour ATMs: 9 ATMs / hour

Calculated Runway Capacity: 17 ATMs / hour

Current Terminal Size: 24,593m²



### Zakinthos Airport

Zakinthos Airport is well-placed to capitalise on the island's popularity with package holiday visitors primarily from Europe with potential to upgrade the tourist product and diversify into alternative tourism such as nature, agro-tourism and cruising to reduce seasonality.

The existing airport has a modern spacious terminalthat clearly demarcates the departure and arrival passenger processes.Only minor works in the terminal are required in the Imminent Works period to reduce peak hour queuing times at check-in.

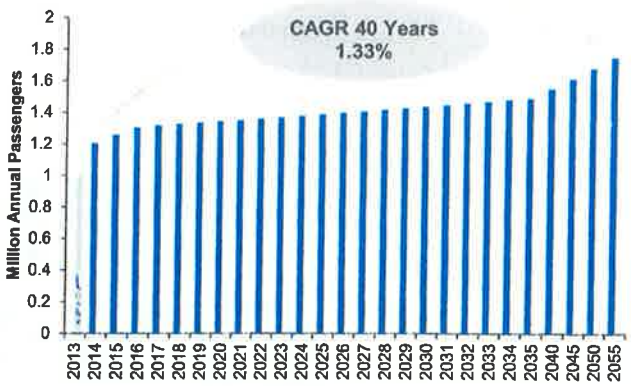
No expansions have been planned for the Future Works period, as the footprint of the existing terminal will provide sufficient capacity and ensure a comfortable level of service for passengers throughout the Concession period.

### Background

- The island of Zakinthos is densely populated in the Eastern region with fertile plains and long sandy beaches.
- The region has shown a strong population growth in recent years and is a popular destination for package holiday visitors from all across Europe and especially the UK.
- There is a good road network to the South-east of the island with EU funds available for economic development of the island's infrastructure.

### Traffic Forecast

Passengers are forecast to grow from 1.0 million passengers per annum (mppa) in 2013 to 1.7mppa in 2055, with a CAGR of 1.33%. Air traffic movements (ATMs) are forecasted to increase from 7.4 to 13.9 thousand in 2055.



**TERMINAL CAPACITY**

- Inadequate number ofcheck-in counters in 2015.
- All other functions have adequate number of passenger processing facilities for both arriving and departing flows across the designhour in 2015.

**STAND CAPACITY**

- Current stand capacity of 7 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



Implementation of in-line HBS at Zakinthos Airport will improve passenger processing and reduce queues in the check-in hall.

## ASSESSMENT OF CURRENT INFRASTRUCTURE

### TERMINAL

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visit to Zakinthos Airport.
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

The airport was constructed in 2008. The 24,000m$^2$ provides sufficient space for both departing and arriving passengers to enjoy a comfortable journey through the airport. The key points from our assessment of the existing infrastructure are outlined below:

- Simple passenger process, which clearly separates both the arriving and departing passenger flow.
- The terminal is in a good condition and has been maintained well since its completion in 2008.
- The departure hall provides an expansive area for departing passengers, however, our site visit and analysis illustrates that there is a lack of check-in counters during the peak period, resulting in large queues for passengers.

### AIRFIELD

The airport has a single runway with no parallel taxiway, therefore requiring the aircraft to backtrack along the runway. The airfield has an accessible perimeter road and perimeter fence, which is not fully compliant with ICAO standards. There are some unevenness problems in the airside pavements and these will require further investigatory works to establish formally their residual life and replacement year.

The current runway strip width for RWY 16/34 is 75m from the runway centreline, and therefore is not compliant with ICAO standards. This non-compliance can be mitigated by extending the existing strip by 75m either side of the runway.However, land expropriation of circa250,000m$^2$ would have to be undertaken to make the runway strip compliant with the ICAO standard of 150m width from the runway centreline.

RWY 16and RWY 34 all have compliant Runway End Safety Areas (RESAs). It is noted that they both have a RESA in excess of ICAO requirements.

**INFRASTRUCTURE HIGHLIGHT**

The terminal is in good condition, with no major maintenance requirements. There is simple passenger process with a clear separation between the departing and arriving passenger flows. The main flights during the peak season are charter flights.

F&B and Duty Free concessions are provided on the mezzanine. There is a large amount of free space provided on the mezzanine which could serve as a landside/airside restaurant. The mezzanine retail space is poorly laid out and needs a refresh to encourage passengers to use this facility.

### Terminal – Imminent Refurbishment Works

- Relocate landside toilets in departures hall.
- Provide additional check-in counters opposite terminal entrance.
- Extend outbound baggage belt to integrate with additional check-in desks.
- In-line HBS to improve passenger processing and reduce queues.
- Remove staircase and replace with passenger security screening.

### Terminal – Imminent Expansion Works

- Imminent terminal expansion work is not required at Zakinthos Airport.

### Airside – Imminent Refurbishment Works

- The condition of the runway and taxiways is fair to good.
- Minor pavement repairs are required, as a result ofminor pavement deformations. Paint markings are required on the apron.



There is a significant area of retail "dead space" on the mezzanine level that needs to be improved to encourage both airside and landside passengers to use this facility.

### Imminent Works

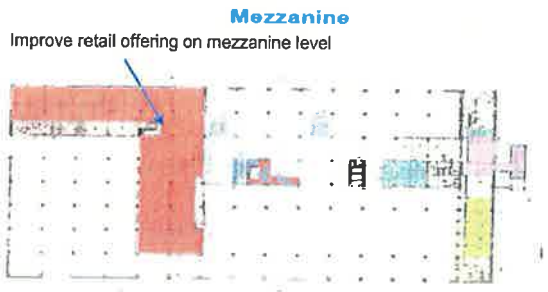
Reconfiguration of the check-in area, with the installation of additional check-in counters, will reduce queuing times during the peak period and provide the passenger with a comfortable passenger experience, ensuring that the airport achieves IATA Level of Service (LoS) C in the Imminent Works period. Minor pavement repairs and marking repaint required on the apron.

### Terminal – Imminent Refurbishment Works

The current terminal provides sufficient processing space in the departure hall, gate hold rooms, baggage reclaim and arrivals halls. The main focus of the Imminent Works period is to alleviate the queues during the peak period at check-in. This will be achieved by relocating the existing check-in counters and providing additional check-in counters. This will provide the passenger with a more comfortable departure experience with shorter queuing times.

The drawings below illustrate some of the key changes that will occur during the reconfiguration.



### Terminal – Future Expansion Works

- Future terminal and landside expansions are not required at Zakinthos Airport.

### Runway – Future Refurbishment Works

- The airside pavement is likely to require rehabilitation in 2029. Pavement strengthening will be needed to accommodate larger aircraft types.

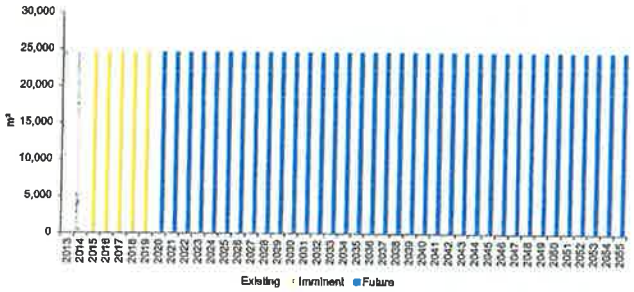
### Apron – Future Expansion Works

- In 2022, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 7 stands to 13 stands.

### Future Works

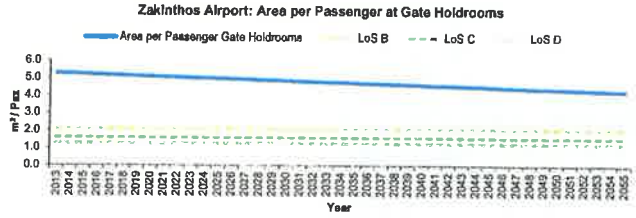
There are no Future Expansion Works envisaged at Zakinthos Airport as the existing terminal is already adequately sized to cater for the forecast demand during the Concession period. The Future Works will concentrate on the replacement of existing airport assets rather than the construction/expansion of new assets.

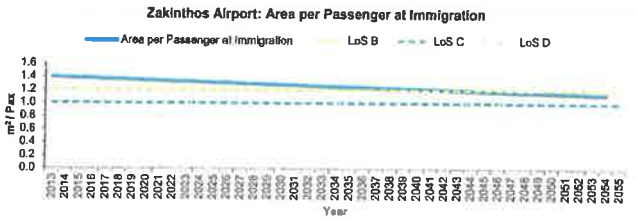
We have assessed the terminal and landside facility areas and processing requirements over the Concession period, and as the existing terminal footprint is already sufficiently sized no future expansion works are required, as shown in the phasing chart below:




The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis illustrates that none of the key passenger processing facilities are capacity constrained. The terminal is already adequately sized for the Concession period, resulting in a comfortable level of service for passengers in excess, for the most part, of LoS B, as illustrated in the charts below



# AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Ζακύνθου

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο της Ζακύνθου, νησί του Ιονίου, είναι δημοφιλές σε ταξιδιωτικά γραφεία από όλη την Ευρώπη.

**Πρόκληση:** Οι περιορισμοί στην χωρητικότητα του εναέριου χώρου θα πρέπει να αντιμετωπιστούν για την βελτιστοποίηση της απόδοσης του αεροδρομίου.

**ΒΑΣΙΚΑ ΣΤΟΙΧΕΙΑ ΑΕΡΟΔΡΟΜΙΟΥ**

Αριθμός Διαδρόμων: 1 (16/34)

Διαστάσεις Διαδρόμων: 2.228m x 45m

Αριθμός Αεροσταθμών: 1

Αριθμός Θέσεων Σταθμευσης Αεροσκαφών: 7

2013 Επιβάτες Ετησίως: 1,0 εκατ. επιβάτες

2013 Μετακινησεις Ετησίως: 7.388 ATMs

Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 1.093 επιβ / ώρα

Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 9 ATMs / ώρα

Υπολογιζόμενη Χωρητικότητα Διαδρόμων: 17 ATMs / ώρα

Μέγεθος Υφιστάμενου Αεροσταθμού: 24.593m²



**ΑΕΡΟΔΡΟΜΙΟ ΖΑΚΥΝΘΟΥ**

Το αεροδρόμιο της Ζακύνθου είναι σε κατάλληλη θέση προκειμένου να αξιοποιείται κατά το μέγιστο η δημοτικότητα του νησιού με επισκέπτες ταξιδιωτικών γραφείων κυρίως από την Ευρώπη, ενώ διαθέτει την δυνατότητα αναβάθμισης του τουρισμού με μετατροπή του σε εναλλακτικό τουρισμό, όπως φυσιολατρικό, αγροτουρισμό και τύπου κρουαζιέρας προκειμένου να περιοριστεί ο εποχικός χαρακτήρας του.

Το υφιστάμενο αεροδρόμιο έχει ένα σύγχρονο ευρύχωρο αεροσταθμό που οριοθετεί σαφώς τις διαδικασίες αναχώρησης και άφιξης επιβατών. Απαιτείται υλοποίηση περιορισμένων μόνο εργασιών στον αεροσταθμό κατά την περίοδο των Επικείμενων Έργων, για τη μείωση του χρόνου αναμονής κατά την ώρα αιχμής στα γκισέ.

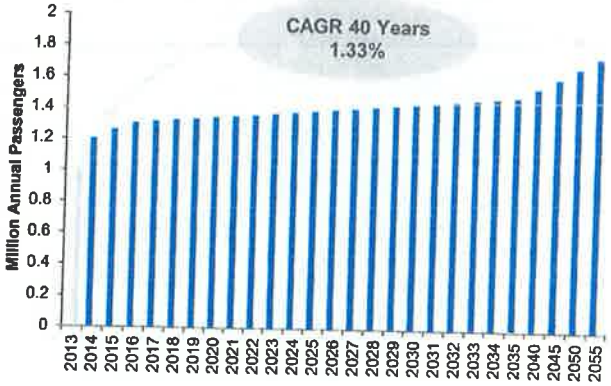
Δεν έχουν προγραμματιστεί επεκτάσεις για την περίοδο μελλοντικών έργων, καθώς το υφιστάμενο κτίριο του αεροσταθμού παρέχει επαρκή χωρητικότητα ώστε να εξασφαλίζεται ένα άνετο επίπεδο εξυπηρέτησης των επιβατών καθ 'όλη τη διάρκεια της Περιόδου Παραχώρησης.

## ΙΣΤΟΡΙΚΟ

- Το νησί της Ζακύνθου είναι πυκνοκατοικημένο στο Ανατολικό του τμήμα με εύφορες πεδιάδες και μεγάλες αμμώδεις παραλίες.
- Στην περιοχή έχει παρατηρηθεί σημαντική αύξηση του πληθυσμού τα τελευταία χρόνια και είναι ένας δημοφιλής προορισμός για επισκέπτες ταξιδιωτικών γραφείων από όλη την Ευρώπη και ειδικότερα από το Ηνωμένο Βασίλειο.
- Υπάρχει καλό οδικό δίκτυο στο Νότιο-Ανατολικό τμήμα του νησιού, με πόρους της ΕΕ να διατίθενται για την ανάπτυξη των υποδομών του νησιού.

## ΠΡΟΒΛΕΨΗ ΕΠΙΒΑΤΙΚΗΣ ΚΙΝΗΣΗΣ

Ο αριθμός των επιβατών προβλέπεται να αυξηθεί από 1,0 εκατομμύριο επιβάτες ετησίως (mppa) το 2013 σε 1,7 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του CAGR 1,33%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 7,4 σε 13,9 χιλιάδες το 2055.

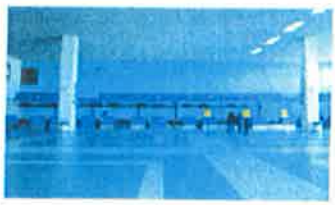


**Χωρητικότητα Αεροσταθμού**

Ανεπαρκής αριθμός γκισέ για όλες τις ώρες αιχμής το 2015. Για όλες τις υπόλοιπες διαδικασίες διαχείρισης επιβατών, επαρκής αριθμός εγκαταστάσεων και για τις δύο ροές αναχωρήσεων και αφίξεων για την ώρα σχεδιασμού το 2015.

**Θέσεις Σταθμεύσης**

- Οι υφιστάμενες 7 θέσεις στάθμευσης αεροσκαφών επαρκούν για να καλύψουν την τρέχουσα ζήτηση κατά την ώρα αιχμής χωρίς να απαιτείται επέκταση τους κατά την περίοδο των επικείμενων έργων.



Εφαρμογή συστήματος διαχείρισης αποσκευών in-line (in-line HBS) θα βελτιώσει την διακίνηση επιβατών και θα μειώσει τις ουρές στα γκισέ.

## Αξιολόγηση των Τρεχουσων Υποδομων

### Αεροσταθμος

Η εκτίμηση της χωρητικότητας των αφιχθέντων και αναχωρούντων επιβατών εντός του κτιρίου του αεροσταθμού έχει γίνει από:

- Επίσκεψη στο Αεροδρόμιο της Ζακύνθου.
- Σχεδιαστικές παραδοχές που απορρέουν από τις τρέχουσες επιχειρησιακές επιδόσεις του αεροδρομίου, τα πρότυπα της IATA και σημεία αναφοράς του τομέα της αεροπλοΐας.
- Πληροφορίες διαθέσιμες από το data room και ενημερωτικά δελτία του αεροδρομίου.

Το αεροδρόμιο κατασκευάστηκε το 2008. Με 24.000 m2 παρέχει επαρκή χώρο τόσο για την εξυπηρέτηση επιβατών κατά την άφιξη όσο και κατά την αναχώρηση ώστε να απολαύσουν ένα άνετο ταξίδι μέσω του αεροδρομίου. Τα βασικά σημεία των υφιστάμενων υποδομών περιγράφονται παρακάτω:

- Απλές διαδικασίες επιβατών, με σαφή διαχωρισμό μεταξύ των ροών αναχώρησης και άφιξης των επιβατών.
- Ο τερματικός σταθμός έχει διατηρηθεί σε καλή κατάσταση μετά την ολοκλήρωσή του το 2008.
- Η αίθουσα αναχωρήσεων διαθέτει μεγάλο χώρο αναμονής επιβατών, όμως, κατά την επίσκεψη μας και μετέπειτα ανάλυση διαπιστώνεται έλλειψη γκισέ (check-in) κατά τη διάρκεια της περιόδου αιχμής, με αποτέλεσμα την δημιουργία μεγάλων ουρών επιβατών.

### Περιοχη Κινησης Αεροσκαφων

Το αεροδρόμιο έχει έναν διάδρομο χωρίς παράλληλο τροχόδρομο, και απαιτείται τα αεροσκάφη να τροχοδρομούν στον ίδιο διάδρομο. Υπάρχει προσβάσιμη περιμετρική οδός και φράκτης που δεν συμμορφώνονται πλήρως με τις απαιτήσεις των προτύπων του ICAO. Υπάρχουν προβλήματα ανισοσταθμιών στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης και απαιτείται διερεύνηση για να διαπιστωθεί ο υπολειπόμενος χρόνος ζωής τους και το έτος αντικατάστασης τους.

Το υφιστάμενο πλάτος του διαδρόμου RWY 16/34 είναι 75μ από τον κεντρικό άξονα του διαδρόμου και επομένως δεν συμμορφώνεται με τις απαιτήσεις των προτύπων του Διεθνή Οργανισμού Πολιτικής Αεροπορίας (ICAO). Αυτή η μη συμμόρφωση αντιμετωπίζεται με επέκταση του πλάτους του διαδρόμου κατά επιπλέον 75m εκατέρωθεν της άκρης του διαδρόμου. Ωστόσο, απαιτείται απαλλοτρίωση γης περίπου 250.000τ.μ. προκειμένου το πλάτος του διαδρόμου από τον κεντρικό άξονα του να απέχει 150μ σύμφωνα με τις απαιτήσεις των προτύπων του ICAO.

Οι διάδρομοι RWY 16 και RWY 34 έχουν επαρκείς Ζώνες Ασφάλειας Τέλους Διαδρόμων (RESAs). Επισημαίνεται ότι και οι δύο διάδρομοι έχουν RESA που υπερβαίνει τις απαιτήσεις του ICAO.

**Κυριοτερα Στοιχεια Των Υποδομων**

Ο αεροσταθμός είναι σε καλή κατάσταση, χωρίς μεγάλες απαιτήσεις επισκευών. Οι διαδικασίες διαχείρισης επιβατών είναι απλές, με σαφή διαχωρισμό μεταξύ των ροών αναχώρησης και άφιξης των επιβατών. Οι κυριότερες πτήσεις κατά την περίοδο αιχμής είναι πτήσεις τσάρτερ.

Οι υπηρεσίες εστιατορίων, αναψυκτήριων (F&B) και αφορολόγητων ειδών παρέχονται στον ημιώροφο. Υπάρχει πολύ μεγάλος διαθέσιμος χώρος στον ημιώροφο στον οποίο θα μπορούσε να λειτουργεί εστιατόριο του αστικού χώρου/χώρου ελεγχόμενης πρόσβασης. Ο εμπορικός χώρος του ημιώροφου δεν είναι σωστά διατεταγμένος και χρήζει ανανέωσης προκειμένου να προσελκύσει τους επιβάτες.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Μετακίνηση των WC του παλαιού χώρου του αεροδρομίου στην αίθουσα αναχωρήσεων.
- Παροχή επιπρόσθετων γκισέ απέναντι από την είσοδο του αεροσταθμού.
- Επέκταση του ιμάντα αποσκευών ώστε να εξυπηρετεί τα επιπρόσθετα γκισέ.
- In-line HBS (σύστημα διαχείρισης αποσκευών) για την βελτίωση της διακίνησης επιβατών και μείωση των ουρών.
- Κατάργηση κλιμακοστασίου και αντικατάσταση με χώρο ελέγχου ασφαλείας επιβατών.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Δεν απαιτείται υλοποίηση άμεσων έργων επέκτασης στο αεροδρόμιο της Ζακύνθου.

**ΧΩΡΟΣ ΕΛΕΓΧΟΜΕΝΗΣ ΠΡΟΣΒΑΣΗΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Η κατάσταση του διαδρόμου και των τροχοδρόμων είναι αρκετά καλή έως καλή.
- Απαιτείται υλοποίηση μικρής έκτασης επισκευών στα οδοστρώματα, λόγω μικρών παραμορφώσεων. Απαιτείται χρωματισμός σημάνσεων στον χώρο ελίγμών των αεροσκαφών.



**Υπάρχει σημαντικής έκτασης «νεκρός» εμπορικός χώρος στον ημιώροφο που χρήζει βελτίωσης προκειμένου να προσελκύει επιβάτες τόσο στον αστικό χώρο όσο και στον χώρο ελεγχόμενης πρόσβασης.**

**ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ**

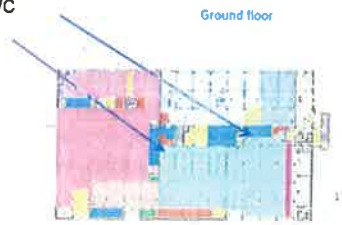
Με την αναδιαμόρφωση του χώρου των γκισέ, με εγκατάσταση επιπρόσθετων γκισέ, θα μειωθούν οι χρόνοι αναμονής κατά την περίοδο αιχμής παρέχοντας στους επιβάτες μία άνετη εμπειρία, εξασφαλίζοντας επίπεδο υπηρεσιών IATA LoS C κατά την περίοδο επικείμενων έργων. Απαιτείται υλοποίηση μικρής έκτασης αποκαταστάσεων στο οδόστρωμα και επαναχρωματισμός στον χώρο ελίγμών των αεροσκαφών.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΕΠΙΚΕΙΜΕΝΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

**Ο υφιστάμενος αεροσταθμός παρέχει επαρκείς χώρους για τις διαδικασίες στην αίθουσα αναχωρήσεων, στην αναμονή των πυλών, στην παραλαβή αποσκευών και στην αίθουσα αφίξεων. Κύριο σημείο προσοχής την περίοδο των επικείμενων έργων είναι ο περιορισμός του μεγέθους των ουρών την περίοδο αιχμής στα γκισέ. Αυτό θα επιτευχθεί με αναδιάταξη των υφιστάμενων γκισέ και την παροχή επιπλέον γκισέ. Με αυτόν τον τρόπο θα παρέχεται άνετη εμπειρία κατά την αναχώρηση των επιβατών με μικρότερους χρόνους αναμονής.**

**Στα παρακάτω σχέδια παρουσιάζονται οι κυριότερες αλλαγές κατά την αναδιαμόρφωση.**

Αναδιάταξη γκισέ
Μετακίνηση WC




Βελτίωση εμπορικών χώρων στον ημιώροφο



**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

- Μελλοντική επέκταση του αεροσταθμού και του αστικού χώρου του αεροδρομίου δεν απαιτείται στο αεροδρόμιο της Ζακύνθου.

**ΔΙΑΔΡΟΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Είναι πιθανό να απαιτηθεί αναδιαμόρφωση του οδοστρώματος στον χώρο ελεγχόμενης πρόσβασης το 2029. Απαιτείται ενίσχυση του οδοστρώματος για την εξυπηρέτηση μεγαλύτερων αεροσκαφών.

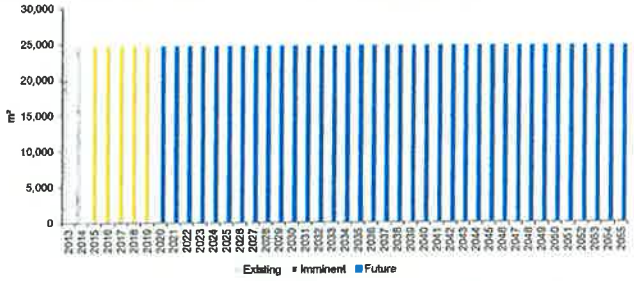
**ΧΩΡΟΣ ΕΛΕΓΧΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Το 2022, αναδιαμόρφωση των θέσεων στάθμευσης ώστε να υπάρχει δυνατότητα οπισθέλκυσης δημιουργώντας αύξηση του αριθμού θέσεων στάθμευσης από 7 σε 13.

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

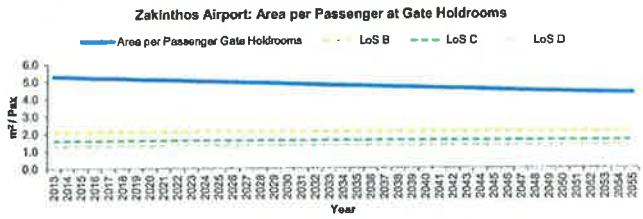
Δεν προβλέπονται μελλοντικά έργα επέκτασης στο αεροδρόμιο της Ζακύνθου καθώς ο υφιστάμενος αεροσταθμός έχει επαρκές μέγεθος προκειμένου να ανταποκριθεί στην προβλεπόμενη ζήτηση κατά τη διάρκεια της Περιόδου Παραχώρησης. Τα μελλοντικά έργα θα επικεντρωθούν σε αντικατάσταση υφιστάμενων εγκαταστάσεων του αεροδρομίου και όχι κατασκευή / επέκταση νέων.

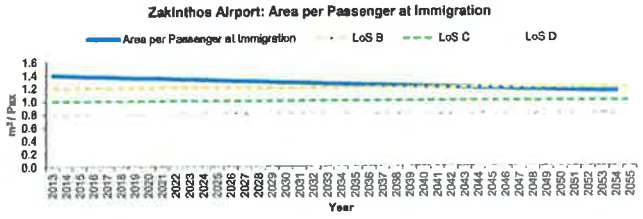
Έχουμε αξιολογήσει τόσο τις εγκαταστάσεις του αεροσταθμού όσο και του αστικού χώρου του αεροδρομίου καθώς και τις λειτουργικές απαιτήσεις κατά την Περίοδο Παραχώρησης και δεδομένου ότι το υφιστάμενο κτίριο του αεροσταθμού έχει επαρκές μέγεθος, δεν απαιτείται υλοποίηση μελλοντικών έργων, όπως παρουσιάζεται και στο παρακάτω διάγραμμα:



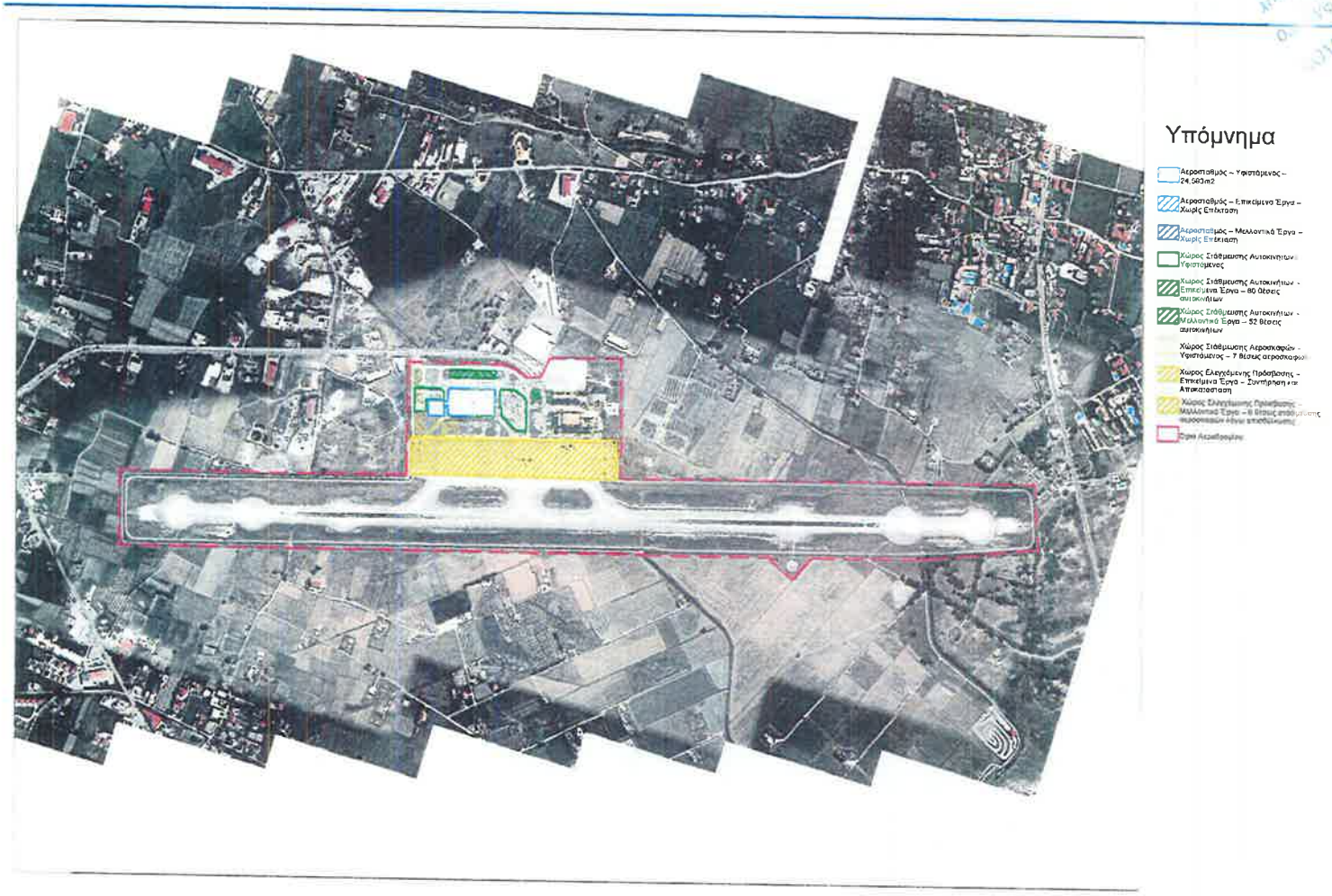

Οι εγκαταστάσεις διαχείρισης των επιβατών του αεροσταθμού έχουν αξιολογηθεί για ώρα σχεδιασμού που να παρέχεται επίπεδο υπηρεσιών κατ' ελάχιστον IATA LoS C για όλη την Περίοδο Παραχώρησης.

Σύμφωνα με την ανάλυσή μας καμία διαδικασία διαχείρισης επιβατών δεν περιορίζει την χωρητικότητα. Ο αεροσταθμός έχει ήδη επαρκές μέγεθος για την Περίοδο Παραχώρησης, πετυχαίνοντας ένα άνετο επίπεδο υπηρεσιών, για το μεγαλύτερο διάστημα ανώτερο του, LoS B, όπως παρουσιάζεται και στα παρακάτω διαγράμματα:



# Σχέδιο AutoCAD



Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.

03/10/2014

Η μεταφράζουσα και βεβαιούσα
Δικηγόρος



# Keffalinia Airport Development Plan

**Location and Connectivity:** Keffalinia Airport serves the islands of Keffalinia and Ithaki and offers connections with domestic and EU destinations, the majority of which are to the UK.

**Challenge:** Terminal, Airside and Landside are constrained due to lack of space and recent earthquake impact and need immediate refurbishment and expansion.

### Key Airport Facts

Number of Runways: 1 [14/32]

Dimensions of Runways: 2,436m x 45m

Number of Terminals: 1

Number of Stands: 3

2013 Annual Passengers: 0.43 mppa

2013 Annual Movements: 3,946 ATMs

Current 2-Way Peak Hour Passengers: 690 pax / hour

Current 2-Way Peak Hour ATMs: 5 ATMs / hour

Calculated Runway Capacity: 15 ATMs / hour

Current Terminal Size: 7,340m²



Keffalinia Airport Development Plan

### Keffalinia Airport

Capitalising on the island's reputation among travellers and the tourism industry, Keffalinia Airport is well placed for solid sustained growth. The terminal will benefit from investment in relatively minor works to improve passenger facilities. The current performance of the airport and its potential would justify the investment in the required airside works.

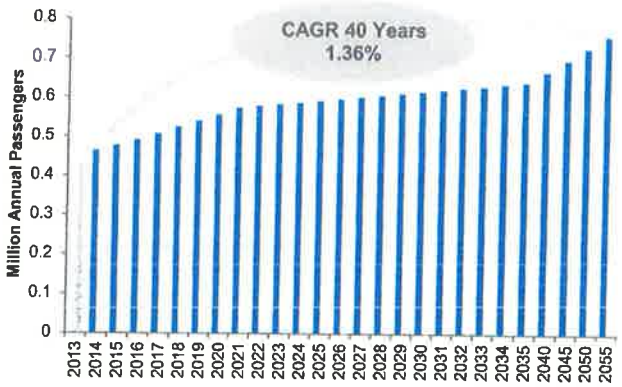
The island of Keffalinia has recently experienced earthquakes, and as such, further ground investigations are required to establish the impact on the airside pavements.

### Background

- The island of Keffalinia is a family holiday destination with a very low population density and a local population of only 30,000;
- Traffic is highly seasonal and is mostly generated by EU tourists, around 70% of them from the UK;
- Keffalinia offers a combination of modern resorts with traditional villages, churches and monasteries, and government and industry efforts are focused on diversifying into alternative tourism to reduce seasonality.

### Traffic Forecast

Passengers are forecast to grow from 0.43 million passengers per annum (mppa) in 2013 to 0.76 mppa in 2055, with a CAGR of 1.36%. Air traffic movements (ATMs) are forecasted to increase from 3.9 to 8.2 thousand in 2055.



**TERMINAL CAPACITY**

- Inadequate check-in counters and departure gates across all design hours in 2015.
- All other functions have adequate number of passenger processing facilities for both arriving and departing flows across the design hour in 2015.
- The passenger processing areas, check-in and departure hall, security and immigration are 'capacity critical' in 2015 for LoS C in the design hour due to insufficient queuing and circulation space.

**STAND CAPACITY**

- Current stand capacity of 3 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



The terminal at Keffalinia airport requires refurbishment, reconfiguration and expansion to provide appropriate levels of service expected by the passengers.

## ASSESSMENT OF CURRENT INFRASTRUCTURE

### TERMINAL

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visitto Keffalinia Airport.
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

Our assessment of the current terminal indicates:

- The terminal is undersized and does not have an efficient passenger process. There is very little queuing and circulation space between check-in, emigration and security, which results in a large amount of cross flows and confusion for passengers during peak times.
- There is no queuing space for passengers within the terminal building for immigration, resulting in passengers queuing on the external ramp.
- The main baggage reclaim belt is an unusual shape and in a poor location, resulting in limited presentation length and circulation space around the belt.
- There is no clear separation between arriving and departing passenger flows.

### AIRFIELD

The airfield has a single runway with no parallel taxiway, therefore aircraft are forced to backtrack along the runway. The airside pavements will require further investigatory works to establish the residual life and required rehabilitation methodology. It was further noted that the Fire Station has suffered significant damage during the recent earthquake.

The current runway strip width for RWY 14/32 is only 75m from the runway centreline and is therefore not compliant with ICAO standards. This non-compliance can be addressed by extending the additional runway strip width by 75m on either side from the existing strip edge, since the area is available within the aerodrome boundary.

RWY 17 has a compliant Runway End Safety Area (RESA).

The RESA for RWY 32 is not compliant with ICAO Annex 14 and would require displacement of the runway threshold or reclamation of land to enlarge the RESA. We assume that any existing exemptions for non-compliance will continue and must be discussed with the appropriate authority.

**INFRASTRUCTURE HIGHLIGHT**

The terminal is in poor condition due to age, lack of maintenance and damage from the recent earthquake. In addition, it is undersized and the layout of the terminal does not provide an efficient passenger process. The terminal, apron and runway require significant refurbishment and expansion.

### Terminal – Imminent Refurbishment Works

- Extend terminal footprint to provide a new arrivals hall with 2 reclaim belts.
- Reconfigure check-in to be opposite terminal entrance with provision for 10 check-in counters.
- Relocate security and emigration with adequate queuing space as per IATA LoS C.
- Extend gate hold rooms to provide adequate seating, circulation and Food and Beverage. (F&B)

### Terminal – Imminent Expansion Works

- Terminal expansion of ~3,633m²(initially 815m² of state works) to meet forecast demand and IATA LoS C standard for passenger processing.

### Airside – Imminent Expansion Works

- Structural repairs are required for runway, apron and taxiways with additional pavement strengthening across entire airside environment.



Runway and apron will require a full inspection due to recent earthquakes, and additional rubber removal is required on the runway.

### Imminent Works

Reconfiguration of passenger processing facilities within the existing terminal footprint and extension of the terminal to provide a new arrivals hall, new check-in counters, relocate security and extend gate hold rooms to ensure that IATA Level of Service (LoS) C is achieved.

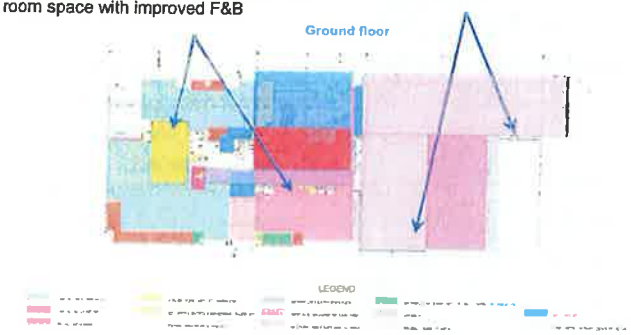
Structural repairs for runway, apron and taxiway will be required. The runway is likely to require resurfacing in 2016.

### Terminal – Imminent Refurbishment Works

The drawing below summarises the key changes during this reconfiguration period:

Reconfigure check-in, relocate security and emigration, and increase gate hold-room space with improved F&B

Extend terminal footprint with 2 reclaim belts




### Airside - Imminent Refurbishment Works

The airside pavements will require significant investigatory works to establish formally their residual life and replacement year.

**TERMINAL – FUTURE EXPANSION WORKS**

- Future terminal and landside expansions have been sized to provide capacity as follows:
  Phase 1 - 2019 to 2033
  Phase 2 -2034 to 2055.

**APRON – FUTURE EXPANSION WORKS**

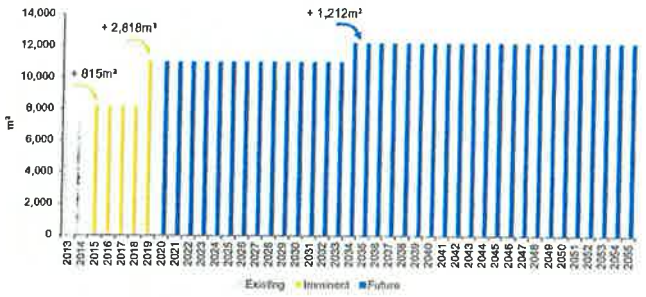
- In 2031, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 3 stands to 6 stands.

**FUTURE WORKS**

The Future Expansion Works provide a phased terminal development ensuring sufficient capacity until the end of the Concession period.

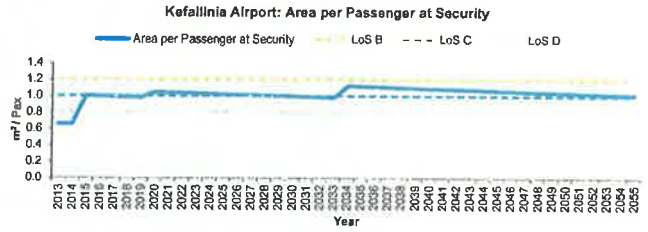
The airside pavement is likely to require further rehabilitation works and reconfiguring the apron to allow pushbacks will increase stand capacity.

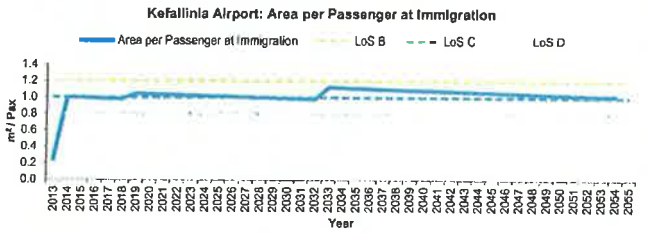
We have planned a phased expansion of the terminal and landside over the Concession period. Two expansions will be constructed during the Imminent Worksto alleviate the immediate processing bottlenecks with a furtherexpansion to be constructed during the Future Works period, as shown in the phasing chart below:



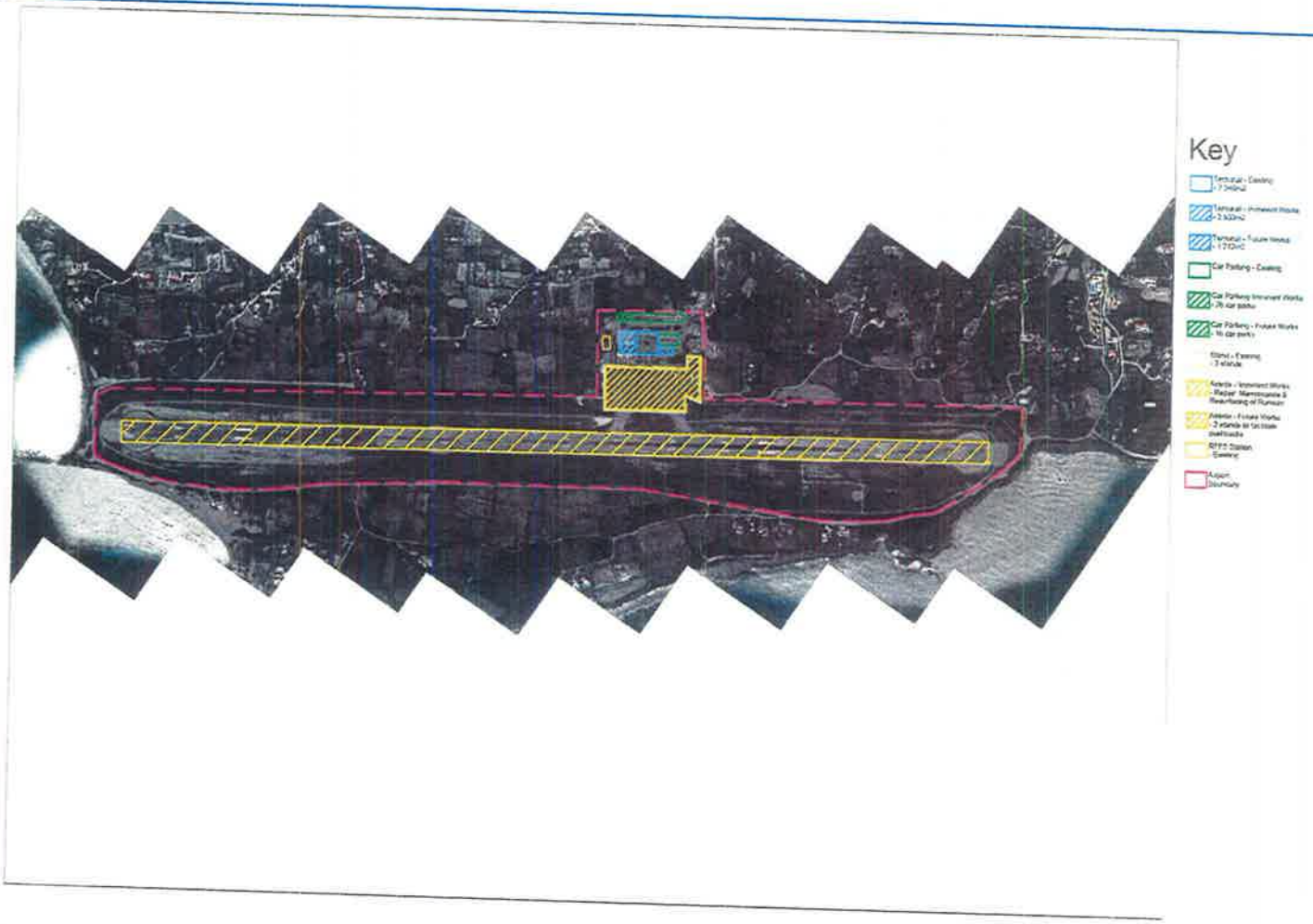

The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis, illustrated in the charts below,shows thatthe most constrained capacity processes is Security. This achieves a rating above LoS C for the duration of the Concession period. Immigration is the most constrained arrival process; however Works in the Imminent period will provide a suitable level of service for passengers which will meet LoS C.



## AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Κεφαλονιάς

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο της Κεφαλονιάς εξυπηρετεί τα νησιά της Κεφαλονιάς και της Ιθάκης και προσφέρει συνδέσεις με εγχώριους και ευρωπαϊκούς προορισμούς, η πλειονότητα των οποίων είναι προς το Ηνωμένο Βασίλειο.

**Πρόκληση:** Ο αεροσταθμός και οι χώροι τόσο της ελεγχόμενης πρόσβασης όσο και ο αστικός του αεροδρομίου είναι περιορισμένοι λόγω τόσο έλλειψης χώρων όσο και του πρόσφατου σεισμού και απαιτείται άμεσα υλοποίηση έργων ανακαίνισης και επέκτασης.

**Βασικά Στοιχεία Αεροδρομιού**

Αριθμός Διαδρόμων: 1 [14/32]

Διαστάσεις Διαδρόμων: 2.436m x 45m

Αριθμός Αεροσταθμών: 1

Αριθμός Θέσεων Στάθμευσης Αεροσκαφών: 3

2013 Επιβάτες Ετησίως: 0,43 εκατ. επιβάτες

2013 Μετακινήσεις Ετησίως: 3.946 ATMs

Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 690 επιβάτες / ώρα

Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 5 ATMs / ώρα

Υπολογιζόμενη Χωρητικότητα Διαδρόμων: 15 ATMs / ώρα

Μέγεθος Υφιστάμενου Αεροσταθμού: 7,340m²



Σχέδιο Ανάπτυξης Αεροδρομίου Κεφαλονιάς

**Αεροδρομιο Κεφαλονιας**

Αξιοποιώντας την φήμη του νησιού από ταξιδιώτες και την τουριστική αγορά, το αεροδρόμιο Κεφαλονιάς βρίσκεται σε πολύ καλή θέση για σταθερή ανάπτυξη. Ο αεροσταθμός μπορεί να επωφεληθεί από επενδύσεις για σχετικά μικρής έκτασης εργασίες για την βελτίωση των εγκαταστάσεων εξυπηρέτησης των επιβατών. Η τρέχουσα επίδοση του αεροδρομίου και οι δυνατότητες του δικαιολογούν επενδύσεις στα απαιτούμενα έργα του χώρου ελεγχόμενης πρόσβασης.

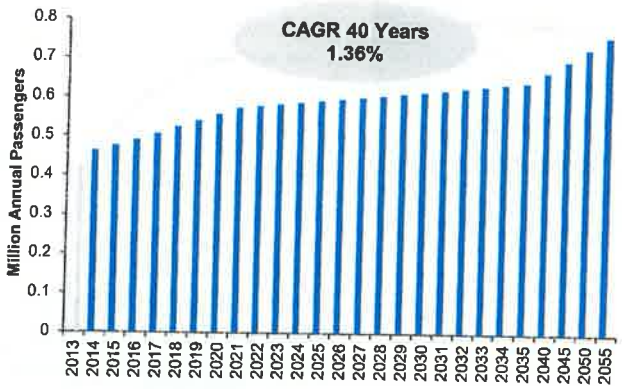
Το νησί της Κεφαλονιάς προσφάτως δοκιμάστηκε από σεισμούς, και εξαιτίας αυτού, απαιτείται περαιτέρω διερεύνηση του εδάφους προκειμένου να καθοριστούν οι επιπτώσεις στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης.

## Ιστορικο

- Το νησί της Κεφαλονιάς αποτελεί έναν οικογενειακό ταξιδιωτικό προορισμό, διαθέτοντας πολύ χαμηλή πληθυσμιακή πυκνότητα, με πληθυσμό μόλις 30.000.
- Η Κυκλοφορία είναι υψηλά εποχιακή και δημιουργείται κυρίως από ευρωπαίους τουρίστες, 70% των οποίων από το Ηνωμένο Βασίλειο.
- Η Κεφαλονιά προσφέρει ένα συνδυασμό από σύγχρονα καταλύματα με παραδοσιακούς οικισμούς, εκκλησίες και μοναστήρια ενώ οι προσπάθειες της κυβέρνησης και της βιομηχανίας επικεντρώνονται στην μετατροπή σε εναλλακτικό τουρισμό για την μείωση του φαινομένου της εποχικότητας.

## Προβλεψη Επιβατικης Κινησης

Ο αριθμός των επιβατών προβλέπεται να αυξηθεί από 0,43 εκατομμύρια επιβάτες ετησίως (mppa) το 2013 σε 0,76 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του CAGR 1,36%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 3.9 σε 8.2 χιλιάδες το 2055.



**Χωρητικοτητα Αεροσταθμου**

- Ανεπαρκής αριθμός γκισέ και πυλών αναχώρησης για όλες τις ώρες σχεδιασμού το 2015.
- Για όλες τις υπόλοιπες διαδικασίες διαχείρισης επιβατών, επαρκής αριθμός εγκαταστάσεων και για τις δύο ροές αναχωρήσεων και αφίξεων για την ώρα σχεδιασμού για το 2015.
- Οι χώροι διαχείρισης επιβατών, των γκισέ, αναχωρήσεων, ελέγχου ασφαλείας και ελέγχου διαβατηρίων κατά την άφιξη είναι σε «Κρίσιμη Χωρητικότητα» το 2015 για επίπεδο υπηρεσιών LoS C για την ώρα σχεδιασμού λόγω περιορισμένων χώρων αναμονής και κυκλοφορίας.

**Θεσεις Σταθμευσης Αεροσκαφων**

- Ο αριθμός των 3 θέσεων στάθμευσης επαρκεί για να καλύψει την τρέχουσα ζήτηση κατα την ώρα αιχμής χωρίς να απαιτείται επέκταση τους κατά την περίοδο των επικείμενων έργων.



Απαιτείται στον αεροσταθμό υλοποίηση εργασιών ανακαίνισης, αναδιαμόρφωσης και επέκτασης ώστε να παρέχεται κατάλληλο επίπεδο υπηρεσιών στους επιβάτες.

## Αξιολογηση των Τρεχουσων Υποδομων

### Αεροσταθμος

Η εκτίμηση της χωρητικότητας των αφιχθέντων και αναχωρούντων επιβατών εντός του κτιρίου του αεροσταθμού έχει γίνει από:

- Επίσκεψη στο Αεροδρόμιο της Κεφαλονιάς.
- Σχεδιαστικές παραδοχές που απορρέουν από τις τρέχουσες επιχειρησιακές επιδόσεις του αεροδρομίου, τα πρότυπα της IATA και σημεία αναφοράς του τομέα της αεροπλοΐας.
- Πληροφορίες διαθέσιμες από το data room και ενημερωτικά δελτία του αεροδρομίου.

Η αξιολόγηση του αεροσταθμού υποδεικνύει τα ακόλουθα:

- Ο αεροσταθμός είναι υποδιαστασιολογημένος και δεν έχει αποδοτικές διαδικασίες διαχείρισης επιβατών. Υπάρχει ελάχιστος χώρος αναμονής και κυκλοφορίας μεταξύ των γκισέ, τον έλεγχο διαβατηρίων κατά την αναχώρηση και τον έλεγχο ασφαλείας, καταλήγοντας στην δημιουργία μεγάλων διασταυρώσεων των ροών και σύγχυση των επιβατών κατά τις ώρες αιχμής.
- Δεν υπάρχει χώρος αναμονής εντός του κτιρίου κατά τον έλεγχο των διαβατηρίων καταλήγοντας στην δημιουργία ουράς επιβατών μέχρι την εξωτερική ράμπα.
- Ο βασικός ιμάντας παραλαβής αποσκευών έχει περίεργη διαμόρφωση και βρίσκεται σε άσχημη θέση, καταλήγοντας σε περιορισμούς του μήκους στο οποίο εμφανίζονται οι αποσκευές καθώς και στον χώρο κυκλοφορίας γύρω από τον ιμάντα.
- Δεν υπάρχει σαφής διαχωρισμός μεταξύ των ροών των αφικνούμενων και αναχωρούντων επιβατών.

### Περιοχη Κινησης Αεροσκαφων

Το αεροδρόμιο διαθέτει έναν μόνο διάδρομο, χωρίς παράλληλο τροχόδρομο και επομένως απαιτείται τα αεροσκάφη να τροχοδρομούν στον ίδιο διάδρομο. Απαιτείται περαιτέρω διερεύνηση στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης για να διαπιστωθεί ο υπολειπόμενος χρόνος ζωής τους και η μέθοδος αποκατάστασης τους. Επισημάνθηκε επιπλέον ότι ο Πυροσβεστικός Σταθμός παρουσίασε σημαντικές ζημιές από τον πρόσφατο σεισμό.

Το πλάτος του διαδρόμου RWY 14/32 είναι μόνο 75m από τον κεντρικό άξονα του διαδρόμου και επομένως δεν συμμορφώνεται με τις απαιτήσεις των προτύπων του Διεθνή Οργανισμού Πολιτικής Αεροπορίας (ICAO). Αυτή η μη συμμόρφωση αντιμετωπίζεται με επέκταση του πλάτους κατά επιπλέον 75m εκατέρωθεν της άκρης του διαδρόμου, δεδομένου ότι υπάρχει διαθέσιμη έκταση εντός των ορίων του αεροδρομίου

Ο διάδρομος RWY 14 έχει επαρκή Ζώνη Ασφαλείας Τέλους Διαδρόμων (RESA).

Η Ζώνη Ασφαλείας Τέλους Διαδρόμων (RESA) για τον διάδρομο RWY 32 δεν συμμορφώνεται με τις απαιτήσεις του παραρτήματος 14 του ICAO και απαιτείται μετατόπιση του αναβαθμού του διαδρόμου ή αναδιαμόρφωση έκτασης ώστε να αυξηθεί η RESA. Υποθέτουμε ότι οι υφιστάμενες απαλλαγές μη συμμόρφωσης θα διατηρηθούν και πρέπει να συζητηθούν με την αρμόδια αρχή.

**Κυριοτερα Στοιχεια Των Υποδομων**

Ο αεροσταθμός είναι σε κακή κατάσταση λόγω παλαιότητας, ελλιπούς συντήρησης και ζημιών από τον πρόσφατο σεισμό. Επιπροσθέτως, είναι υποδιαστασιολογημένος, και η διαμόρφωση των χώρων δεν παρέχει αποδοτικές διαδικασίες διαχείρισης επιβατών. Απαιτείται υλοποίηση σημαντικών εργασιών ανακαίνισης και επέκτασης στον αεροσταθμό, τον χώρο ελιγμών των αεροσκαφών και τον διάδρομο.

**Αεροσταθμος – Επικειμενα Εργα Αναβαθμισης**

- Επέκταση της κάλυψης του κτιρίου του αεροσταθμού για την δημιουργία νέας αίθουσας αφίξεων με 2 ιμάντες παραλαβής αποσκευών.
- Αναδιαμόρφωση γκισέ στην αντίπερα είσοδο του αεροσταθμού με πρόβλεψη 10 γκισέ.
- Μετακίνηση του γραφείου ασφαλείας και του ελέγχου διαβατηρίων αναχωρήσεων με επαρκή χώρο αναμονής για επίπεδο υπηρεσιών IATA LoS C.
- Επέκταση των αιθουσών αναμονής των πυλών για την δημιουργία επαρκών καθισμάτων, χώρου κυκλοφορίας και υπηρεσιών Food and Beverage (F&B)

**Αεροσταθμος – Επικειμενα Εργα Επεκτασης**

- Επέκταση του τερματικού σταθμού ~3.633m² (αρχικά 815m² δημόσιων έργων) για την κάλυψη της προβλεπόμενης ζήτησης και των απαιτήσεων επιπέδου υπηρεσιών IATA LoS C διαχείρισης επιβατών.

**Χωρος Ελεγχομενης Προσβασης (Airside) – Επικειμενα Εργα Αναβαθμισης**

- Απαιτείται υλοποίηση κατασκευαστικών έργων αποκατάστασης στον διάδρομο, τον χώρο ελιγμών και τους τροχόδρομους με επιπλέον ενίσχυση των οδοστρωμάτων σε όλο τον περιβάλλοντα χώρο του χώρου ελεγχόμενης προσβασης.

**Επικειμενα Εργα**

Η αναδιαμόρφωση των εγκαταστάσεων διαχείρισης επιβατών εντός της κάλυψης του κτιρίου του αεροσταθμού και της επέκτασής του που θα παράσχει μια νέα αίθουσα αφίξεων και νέα γκισέ, η μετακίνηση του ελέγχου ασφαλείας και η επέκταση των αιθουσών αναμονής των πυλών θα εξασφαλίσουν ένα επίπεδο υπηρεσιών IATA LoS C.

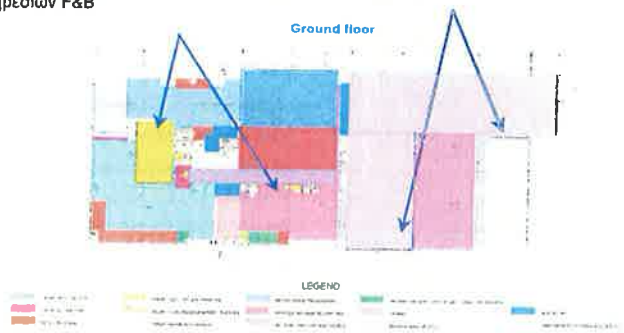
Απαιτείται υλοποίηση κατασκευαστικών έργων αποκατάστασης στον διάδρομο, τον χώρο ελιγμών και τους τροχόδρομους. Είναι πιθανό να απαιτηθεί επίστρωση σε όλη την επιφάνεια του οδοστρώματος του διαδρόμου το 2016.

## Αεροσταθμος – Επικειμενα Εργα Αναβαθμισης

Το παρακάτω σχέδιο συνοψίζει τις βασικές αλλαγές κατά την περίοδο αναδιαμορφώσεων:

Αναδιάταξη γκισέ, μετακίνηση ελέγχου ασφαλείας και διαβατηρίων κατά την αναχώρηση και αύξηση του χώρου αναμονής στις πύλες με βελτίωση των υπηρεσιών F&B

Επέκταση της κάλυψης του αεροσταθμού με 2 ιμάντες παραλαβής αποσκευών.




## Χωρος Ελεγχομενης Προσβασης (Airside)– Επικειμενα Εργα

Απαιτούνται σημαντικές εργασίες διερεύνησης στα οδοστρώματα του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου για να διαπιστωθεί ο υπολειπόμενος χρόνος ζωής τους και το έτος αντικατάστασης τους.



Απαιτείται πλήρης έλεγχος στον διάδρομο και τον χώρο ελιγμών λόγω των πρόσφατων σεισμών, και αφαίρεση ελαστικών κατάλοιπων από τον διάδρομο.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Έχουν διαστασιολογηθεί μελλοντικά έργα επέκτασης του αεροσταθμού και του ασπικού χώρου ώστε να παρέχεται ικανή χωρητικότητα ως ακολούθως:
  Φάση 1 – 2019 με 2033
  Φάση 2 – 2034 με 2055.

**ΧΩΡΟΣ ΕΛΙΓΜΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

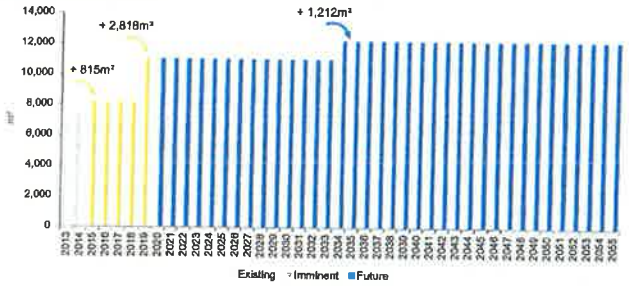
- Το 2031, αναδιαμόρφωση των χώρων στάθμευσης για να επιτρέπεται η οπισθέλκυση, ώστε να αυξηθεί η χωρητικότητα των χώρων στάθμευσης από 3 σε 6.

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

Με τα μελλοντικά έργα επέκτασης θα υλοποιηθεί σταδιακή, σε φάσεις, ανάπτυξη του αεροσταθμού εξασφαλίζοντας επαρκή χωρητικότητα μέχρι το τέλους της περιόδου Παραχώρησης.

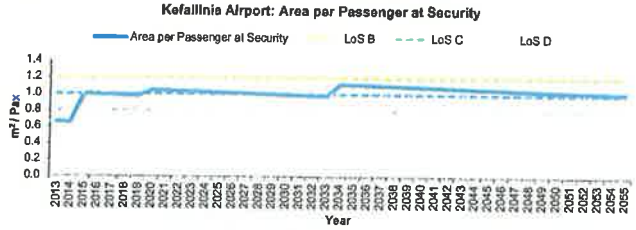
Το οδόστρωμα του χώρου ελεγχόμενης πρόσβασης είναι πιθανό να χρήζει περαιτέρω αναδιαμόρφωσης ενώ με την αναδιάταξη του χώρου ελιγμού των αεροσκαφών ώστε να είναι δυνατή η οπισθέλκυση, θα αυξηθεί ο αριθμός των θέσεων στάθμευσης.

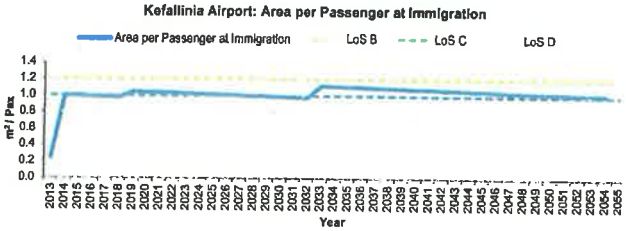
Έχουμε σχεδιάσει μια σταδιακή επέκταση του αεροσταθμού και του ασπικού χώρου του αεροδρομίου κατά την Περίοδο Παραχώρησης. Δύο επεκτάσεις θα υλοποιηθούν κατά την διάρκεια των επικείμενων έργων ώστε να περιοριστούν τα άμεσα φαινόμενα συμφόρησης των διαδικασιών διαχείρισης επιβατών, ενώ άλλη μία επέκταση θα υλοποιηθεί κατά την περίοδο των μελλοντικών έργων, όπως παρουσιάζεται και στο παρακάτω διάγραμμα:



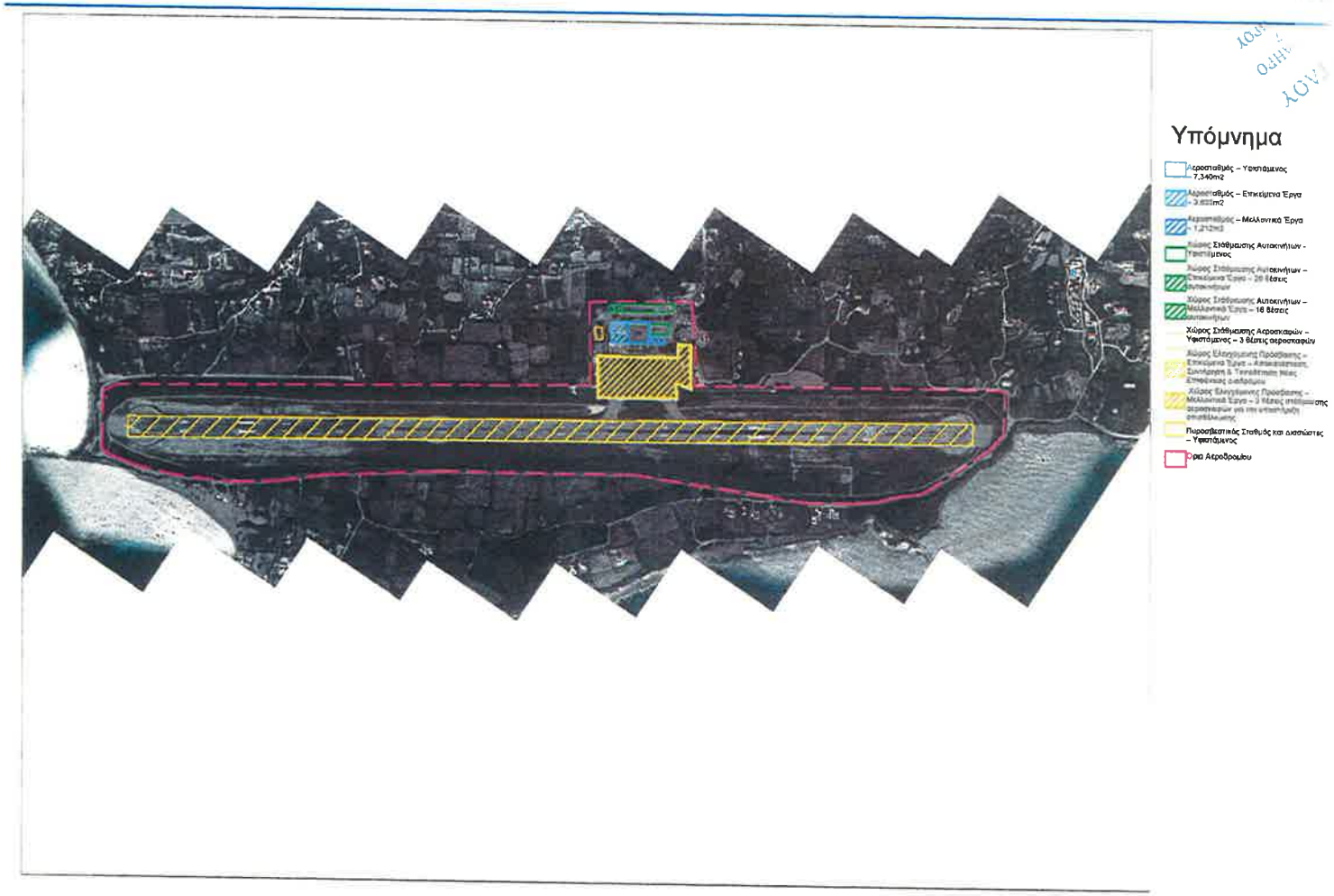

Οι εγκαταστάσεις διαχείρισης των επιβατών του αεροσταθμού έχουν αξιολογηθεί για ώρα σχεδιασμού που να παρέχεται επίπεδο υπηρεσιών κατ' ελάχιστον IATA LoS C για όλη την Περίοδο Παραχώρησης.

Η ανάλυση μας, όπως παρουσιάζεται στα παρακάτω διαγράμματα, έδειξε ότι η δυσμενέστερη χωρητικότητα εμφανίζεται στον έλεγχο επιβατών. Αυτή επιτυγχάνει επίπεδο υπηρεσιών άνω του LoS C κατά τη διάρκεια της περιόδου παραχώρησης. Ο έλεγχος διαβατηρίων είναι η δυσμενέστερη διαδικασία περιορισμού της χωρητικότητας κατά την άφιξη, όμως με την υλοποίηση των επικείμενων έργων θα παρέχεται ένα κατάλληλο επίπεδο υπηρεσιών της τάξεως του LoS C.



# Σχέδιο AutoCAD



Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επιπωνεπτόμενου πρωτοτύπου στην αγγλική.

Ημερ. 03/10/2014

Μεταφράζουσα και Εξεβρούσα Δικηγόρος

ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 2Γ, 175 61 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& FAX: 21 [illegible]77
ΑΦΜ: 043960736 ΔΟΥ: ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20257

# Aktion Airport Development Plan

**Location and Connectivity:** Aktion Airport is a regional airport located in mainland Greece near the city of Preverza connecting Western Greece with destinations in the EU.

**Challenge:** Need to address airside capacity constraints and optimise terminal passenger processing facilities to maximise the long-term potential of airport.

### Key Airport Facts

Number of Runways: 1 (07L/25R)

Dimensions of Runways: 2,871m x 45m

Number of Terminals: 1

Number of Stands: 4

2013 Annual Passengers: 0.32 mppa

2013 Annual Movements: 3,054 ATMs

Current 2-Way Peak Hour Passengers: 698 pax / hour

Current 2-Way Peak Hour ATMs: 6 ATMs / hour

Calculated Runway Capacity: 28 ATMs / hour

Current Terminal Size: 6,807m²



### Aktion Airport

Aktion Airport serves tourists wishing to enjoy beaches along the west coast of mainland Greece as well as visiting the neighbouring Ionian Islands.

In the Imminent Works period measures to reconfigure the terminal, including an increase in check-in desks, optimisation of HBS, security and immigration is planned immediately before significant terminal expansion works. This will enhance passenger processing facilities, reduce waiting times and increase passenger capacity.

The future works period includes a further terminal expansion and reconfiguration of the apron to increase aircraft parking capacity.

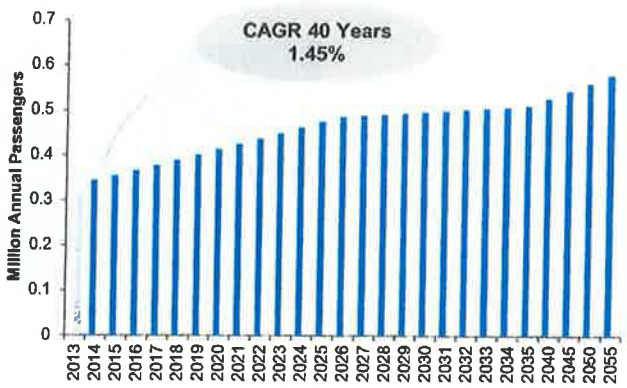
The runway is not part of the Concession Area, although precision approach radar will be required in the imminent works period.

### Background

- The airport is a gateway to regions in Western Greece as well as the nearby islands of Lefkada and Meganissi which are attractive beach holiday destinations.
- Withannual traffic of 0.32 mppa, the airport processes around 70% of its annual passengers from June to September. Domestic scheduled flights are operated throughout the year.

### Traffic Forecast

Passengers are forecast to grow from 0.32 million passengers per annum (mppa) in 2013 to 0.58 mppa in 2055, with a CAGR of 1.45%. Air traffic movements (ATMs) are forecasted to increase from 3.1 to 6.0 thousand in 2055.



**TERMINAL CAPACITY**

- Inadequate check-in counters, departure gates and passenger processing facilities in the design hours in 2015.

**STAND CAPACITY**

- Current stand capacity of 4 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



Baggage system and passenger processing facilities need to be optimised at Aktion airport. In addition, Flight Information Display Screens(FIDs) require replacement with LCD monitors.

## ASSESSMENTOF CURRENT INFRASTRUCTURE

### TERMINAL

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visit to Aktion Airport.
- Planning assumptions driven by current airport operational performance, IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

Our assessment of the current terminal indicates:

- The terminal has been maintained well since its construction in 2003.
- The ground floor space has been well utilised for passenger processing activities and there is a simple passenger process which provides a clear separation between arriving and departing passengers.
- The majority of office space is located on the mezzanine with ample spare space for additional tenants.

### AIRFIELD

The airport has one runway with a full length parallel taxiway that can also be used as a temporary runway. The apron has future potential to expand through an appropriation of adjacent land occupied by greenhouses.

The current runway strip width for RWY 07L/25R is only 75m from the runway centreline and is therefore not compliant with ICAO standards. Non-compliance can be addressed by extending the runway strip width by 75m on either end from the existing strip edge and displacing the RWY 07L threshold.

The RESA for RWY 25R has a compliant Runway End Safety Area (RESA). The RESA for RWY 07L is not compliant with ICAO Annex 14 and would either require displacement of the runway threshold or land reclamation to enlarge the RESA. We assume that any existing exemptions for non-compliance will continue and must be discussed with the appropriate authority.

**INFRASTRUCTURE HIGHLIGHT**

The terminal was completed in 2003 and is in good condition, with currently no major maintenance requirements.

Local police provide resource for passenger security screening, passport control and guarding of the perimeter. The police have limited resource to support the operation of the airport and can only provide 1 officer for passport control. This is a constraint on processing times.

### Terminal – Imminent Refurbishment Works

- Reconfigure check-in and provide 2 additional check-in desks – relocate check-in counters opposite the terminal entrance.
- Relocate security screening to the left of the reconfigured check-in area.
- Optimise the outbound baggage system through use of inline Hold Baggage Screening (HBS).
- Relocate inbound immigration to provide additional queuing area and prevent queue build-up of passengers on the apron.

### Terminal – Imminent Expansion Works

- Terminal expansion of ~4,073m² to meet forecast demand and IATA LoS C standard for passenger processing.

### Airside – Imminent Refurbishment Works

- The runway is not under HCAA control hence is not part of the refurbishment works.
- Installation of precision approach radar will be necessary and will require co-operation from HAF and permission from local authorities.



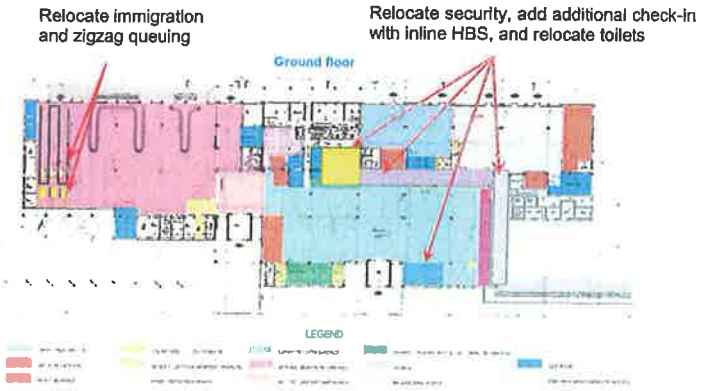
Reconfiguration of the terminal and further expansion in the imminent works period will ensure adequate facilities are provided for passengers.

### Imminent Works

Additional check-in desks and reconfiguration of the existing desks will reduce queuing time and provide a more intuitive passenger flow, for departing passengers. A terminal expansion of 4,073m² will provide additional facilities and processing area until 2030.

### Terminal – Imminent Works

The objective of the initial terminal reconfiguration works is to ensure that each passenger has an enhanced passenger experience from the time of arrival to departure. The drawing below summarises the key changes:




### Airside – Imminent Works

The apron pavements will require further investigatory works to establish formally their residual life and replacement year. As the runway is not under the airport's control it is not part of the imminent refurbishment works.

### Terminal – Future Expansion Works

- Future terminal and landside expansions have been sizedto provide capacity as follows:
  Phase 1 – 2030 to 2055.

### Runway – Future Refurbishment Works

- The runway is not included in the Concession Area and hence has not been considered for improvements to the pavement at this juncture.

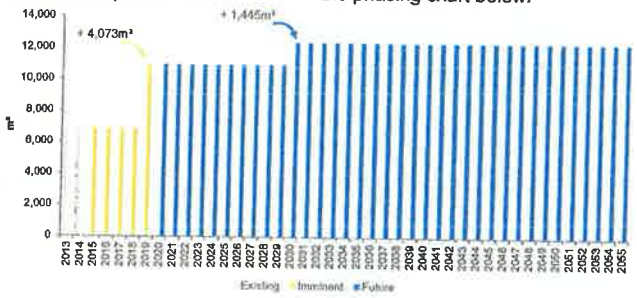
### Apron – Future Expansion Works

- In 2023, reconfigure stands to allow pushbacks resulting in an increase in stand capacity from 4 stands to 6 stands.

### Future Works

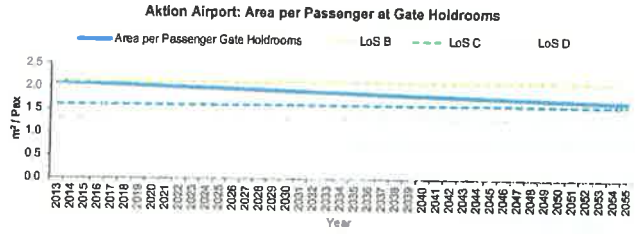
Following the expansion in the Imminent Works period, the terminal will only require a smaller expansion in 2030 which will provide sufficient capacity until the end of the Concession period. A reconfiguration of the stands from power-in power-out to push back will provide the required stand capacity for the peak hour ATMs.

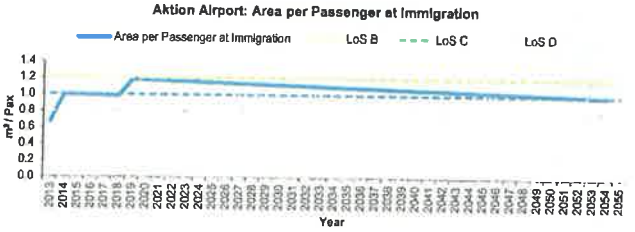
We have planned a phased expansion of the terminal and landside over the Concession period. The initial expansion will be constructed during the Imminent Works period with an expansion to be constructed during the Future Works period. This is shown in the phasing chart below:




The terminal passenger processing facilities have been assessed against the design hour to provide a minimum IATA LoS C across the duration of the Concession period.

Our analysis, illustrated on the chart below, shows that the main capacity constrained process at the airportis Immigration. However future expansion works will ensure that a LoS Bservice will be retainedthroughout the Concession period. The main constrained departure process is Gate Holdrooms which already has a sufficient service level that exceeds the minimum LoS C required.



# AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Ακτίου

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο του Ακτίου είναι ένα περιφερειακό αεροδρόμιο που βρίσκεται στην ηπειρωτική Ελλάδα κοντά στην πόλη της Πρέβεζας, και ενώνει τη Δυτική Ελλάδα με προορισμούς της ΕΕ.

**Πρόκληση:** Ανάγκη να αντιμετωπιστούν οι περιορισμοί στην χωρητικότητα του χώρου ελεγχόμενης πρόσβασης και να βελτιστοποιηθούν οι εγκαταστάσεις του αεροσταθμού των επιβατών με στόχο τη μεγιστοποίηση των δυνατοτήτων του αεροδρομίου σε μακροπρόθεσμο ορίζοντα.

**Βασικά Στοιχεία Αεροδρομίου**

Αριθμός Διαδρόμων: 1 [07L/25R]

Διαστάσεις διαδρόμων: 2.871m x 45m

Αριθμός Αεροσταθμών: 1

Αριθμός Θέσεων Στάθμευσης Αεροσκαφών: 4

2013 Επιβάτες Ετησίως: 0,32 εκατ. επιβάτες

2013 Μετακινήσεις Ετησίως: 3.054 ATMs

Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 698 επιβάτες / ώρα

Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 6 ATMs / ώρα

Υπολογιζόμενη Χωρητικότητα Διαδρόμων: 28 ATMs / ώρα

Μέγεθος Υφιστάμενου Αεροσταθμού: 6.807m²



**Αεροδρομιο Ακτιου**

Το αεροδρόμιο του Ακτίου εξυπηρετεί τους τουρίστες που επιθυμούν να απολαύσουν τις παραλίες των δυτικών ακτών της ηπειρωτικής Ελλάδας, καθώς επίσης να επισκεφθούν τα γειτονικά νησιά του Ιονίου.

Κατά την περίοδο των Επικείμενων Έργων, έχουν σχεδιαστεί μέτρα για την αναμόρφωση του αεροσταθμού, συμπεριλαμβανομένων της αύξησης των γκισέ, της βελτιστοποίησης του συστήματος διαχείρισης αποσκευών (HBS), της ασφαλείας και του γραφείου ελέγχου διαβατηρίων, αμέσως πριν την έναρξη των σημαντικών εργασιών επέκτασης του αεροσταθμού. Αυτό θα βελτιώσει τις εγκαταστάσεις των επιβατών, θα μειώσει τους χρόνους αναμονής και θα αυξήσει τη χωρητικότητα σε επιβάτες.

Η περίοδος μελλοντικών εργασιών περιλαμβάνει μια περαιτέρω επέκταση του αεροσταθμού και αναδιαμόρφωση του χώρου ελιγμών αεροσκαφών για την αύξηση της δυναμικότητας στάθμευσης των αεροσκαφών.

Ο αεροδιάδρομος δεν αποτελεί μέρος της Περιοχής Παραχώρησης, ωστόσο κατά την περίοδο των επικείμενων έργων θα απαιτηθεί ραντάρ προσέγγισης ακριβείας.

## Ιστορικο

- Το αεροδρόμιο είναι η πύλη στις περιοχές της Δυτικής Ελλάδας καθώς επίσης και στα κοντινά νησιά της Λευκάδας και του Μεγανησίου, τα οποία αποτελούν ελκυστικούς προορισμούς για καλοκαιρινές διακοπές.
- Με ετήσια επιβατική κίνηση της τάξης των 0,32 εκ. επιβατών ετησίως (mppa), το αεροδρόμιο δέχεται το 70% του ετήσιου συνόλου επιβατών κατά την περίοδο Ιουνίου – Σεπτεμβρίου. Οι εγχώριες τακτικές πτήσεις πραγματοποιούνται καθ' όλη τη διάρκεια του έτους.

## Προβλεψη Επιβατικης Κινησης

Ο αριθμός των επιβατών προβλέπεται να αυξηθεί από 0,32 mppa (εκ. επιβ. ετησίως) το 2013 σε 0,58 mmpa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του 1.45%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 3,1 σε 6,0 χιλιάδες το 2055.



**Χωρητικότητα Αεροδρομίου**

Ανεπαρκής αριθμός γκισέ, πυλών αναχώρησης και εγκαταστάσεων διαχείρισης επιβατών στις ώρες αχεδιασμού το 2015

**Θέσεις Σταθμεύσης Αεροσκαφών**

Η τρέχουσα δυναμικότητα των 4 θέσεων στάθμευσης αεροσκαφών επαρκεί για να καλύψει την υφιστάμενη ζήτηση ATM ώρας αιχμής χωρίς να απαιτείται περαιτέρω επέκταση κατά την περίοδο των Επικείμενων Έργων.



Οι εγκαταστάσεις για το σύστημα αποσκευών και τους επιβάτες απαιτείται να βελτιστοποιηθούν στο αεροδρόμιο του Ακτίου. Επιπλέον, οι Οθόνες Πληροφοριών Πτήσεων (FIDs) χρειάζεται να αντικατασταθούν με οθόνες LCD.

## Αποτιμηση των Υφιστάμενων Υποδομων

### Αεροσταθμος

Για την αποτίμηση της δυναμικότητας του αεροσταθμού σε αφίξεις και αναχωρήσεις επιβατών έχει γίνει ενημέρωση από:

- Επίσκεψη στο Αεροδρόμιο του Ακτίου.
- Παραδοχές στο σχεδιασμό με βάση την υφιστάμενη απόδοση λειτουργίας, τα πρότυπα της IATA και τα σημεία αναφοράς του κλάδου.
- Πληροφορίες διαθέσιμες από το data room και ενημερωτικά δελτία του αεροδρομίου.

Η αποτίμησή μας για τον υφιστάμενο αεροσταθμό υποδεικνύει ότι:

- Έχει γίνει καλή συντήρηση του αεροσταθμού από την κατασκευή του το 2003.
- Ο χώρος του ισογείου έχει αξιοποιηθεί ορθώς για τις δραστηριότητες εξυπηρέτησης επιβατών και τηρείται μια απλή διαδικασία για το σαφή διαχωρισμό αφικνούμενων και αναχωρούντων επιβατών.
- Η πλειοψηφία των χώρων γραφείων βρίσκεται στον ημιόροφο, με άφθονο ελεύθερο χώρο για επιπλέον ενοικιαστές.

### Περιοχη Κινησης Αεροσκαφων

Το αεροδρόμιο διαθέτει έναν διάδρομο προσγείωσης/απογείωσης με έναν παράλληλο διάδρομο τροχοδρόμησης σε όλο το μήκος του, ο οποίος μπορεί να χρησιμοποιηθεί σαν προσωρινός διάδρομος προσγείωσης/απογείωσης. Ο χώρος ελιγμών των αεροσκαφών έχει περιθώριο για μελλοντική επέκταση, με τη χρήση παρακείμενων εκτάσεων που καταλαμβάνεται από θερμοκήπια.

Επί του παρόντος το πλάτος του διαδρόμου RWY 07L/25R είναι μόνο 75m από τον κεντρικό άξονα του διαδρόμου, και ως εκ τούτου δεν συμμορφώνεται με τα πρότυπα του ICAO (Διεθνούς Οργανισμού Πολιτικής Αεροπορίας). Η μη-συμμόρφωση με τα πρότυπα μπορεί να αντιμετωπιστεί με επέκταση του πλάτους της λωρίδας του διαδρόμου κατά 75m και στα 2 άκρα από το υπάρχον χείλος της λωρίδας και μετατόπιση του κατώτατου ορίου RWY 07L.

Η Ζώνη Ασφαλείας Τέλους Διαδρόμου (RESA) για RWY 25R διαθέτει μια RESA που πληροί τις απαιτήσεις του ICAO. Η RESA RWY 07L δεν βρίσκεται σε συμμόρφωση με το Παράρτημα 14 του ICAO, και θα απαιτούσε είτε μια μετατόπιση του κάτω ορίου του διαδρόμου, είτε εκχέρσωση της γης, για τη διεύρυνση της RESA. Υποθέτουμε ότι οιεσδήποτε υφιστάμενες παρεκκλίσεις μη συμμόρφωσης θα συνεχιστούν και θα πρέπει να συζητηθούν με την αρμόδια αρχή.

**Κυριοτερα Στοιχεια Των Υποδομων**

Ο αεροσταθμός ολοκληρώθηκε το 2003 και βρίσκεται σε καλή κατάσταση, χωρίς μεγάλες απαιτήσεις συντήρησης.

Η τοπική αστυνομία παρέχει πόρους για τον έλεγχο ασφάλειας των επιβατών, τον έλεγχο διαβατηρίων και την περιμετρική φύλαξη. Διαθέτει περιορισμένους πόρους για την υποστήριξη της λειτουργίας του αεροδρομίου, και είναι σε θέση να παρέχει μόνο έναν αξιωματικό για τον έλεγχο των διαβατηρίων. Αυτό αποτελεί περιορισμό για τους χρόνους των διαδικασιών.

**Αεροσταθμος – Επικειμενα Εργα Αναδιαμορφωσης**

- Αναδιαμόρφωση των γκισέ και προσθήκη 2 επιπλέον θέσεων γκισέ – επανατοποθέτηση των γκισέ απέναντι από την είσοδο του αεροσταθμού.
- Αλλαγή θέσης του χώρου ελέγχου ασφαλείας στην αριστερή πλευρά της αναδιαμορφωμένης περιοχής των γκισέ.
- Βελτιστοποίηση του συστήματος ελέγχου εξερχόμενων αποσκευών με τη χρήση ενσωματωμένου συστήματος HBS.
- Αλλαγή θέσης του χώρου ελέγχου διαβατηρίων εισερχομένων επιβατών παρέχοντας επιπλέον χώρο αναμονής και αποφυγή σχηματισμού ουρών των επιβατών στον χώρο ελιγμών αεροσκαφών.

**Αεροσταθμος – Επικειμενα Εργα Επεκτασης**

- Επέκταση του αεροσταθμού κατά ~4.073m² έτσι ώστε να ανταποκρίνεται στην προβλεπόμενη ζήτηση και τα πρότυπα της IATA LoS C (Επίπεδο Εξυπηρέτησης) για την διαχείριση των επιβατών.

**Χωρος Ελιγμων Αεροσκαφων – Επικειμενα Εργα Ανακαινισης**

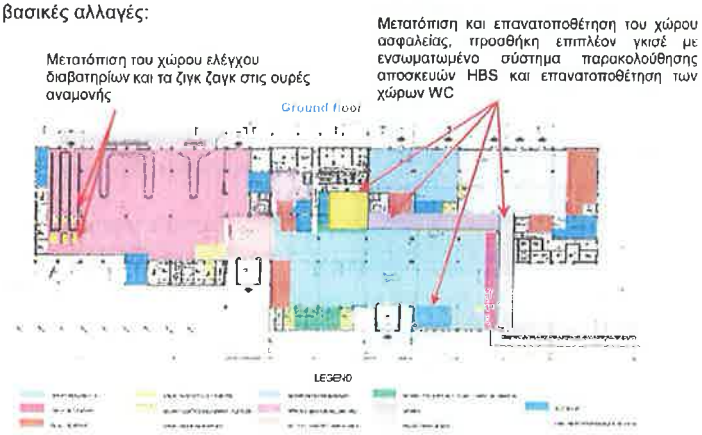
- Ο διάδρομος προσγείωσης / απογείωσης δεν βρίσκεται υπό τον έλεγχο της ΥΠΑ, ως εκ τούτου δεν αποτελεί τμήμα των εργασιών ανακαίνισης.
- Είναι αναγκαία η εγκατάσταση ραντάρ προσέγγισης ακριβείας και θα απαιτείται συνεργασία με την ΠΑ και έγκριση από τις τοπικές αρμόδιες αρχές.

**Επικειμενα Εργα**

Αύξηση του αριθμού των γκισέ και αναδιαμόρφωση των υπαρχόντων θα μειώσει τους χρόνους αναμονής και θα προσδώσει μια περισσότερο αποτελεσματική ροή επιβατών, για τους επιβάτες προς αναχώρηση. Μια επέκταση του τερματικού σταθμού της τάξης των 4.073m² θα παρέχει πρόσθετες εγκαταστάσεις ως το 2030.

## Επικειμενα Εργα - Αεροσταθμος

Ο στόχος των εργασιών της αρχικής αναδιαμόρφωσης του αεροσταθμού είναι η διασφάλιση της βελτίωσης της εμπειρίας του κάθε επιβάτη από την άφιξή του ως την αναχώρησή του. Το παρακάτω σχήμα συνοψίζει τις βασικές αλλαγές:




## Χωρος Ελεγχομενης Προσβασης - Επικειμενα Εργα

Για τα οδοστρώματα στο χώρο ελιγμών αεροσκαφών θα χρειαστούν περαιτέρω διερευνητικές εργασίες έτσι ώστε να εξακριβωθεί τυπικά ο υπολειπόμενος χρόνος ζωής τους και το έτος αντικατάστασης. Καθώς το διάδρομος προσγείωσης/απογείωσης δε βρίσκεται υπό τον έλεγχο του αεροδρομίου, δεν αποτελεί τμήμα των επικείμενων εργασιών ανακαίνισης.



Αναδιαμόρφωση του αεροσταθμού και περαιτέρω επέκτασή του κατά την περίοδο επικείμενων έργων θα διασφαλίσει επαρκείς εγκαταστάσεις για τους επιβάτες.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Οι επεκτάσεις στον αεροσταθμό και την αστική περιοχή του αεροδρομίου έχουν μέγεθος τέτοιο ώστε να παρέχουν μια δυναμικότητα ως εξής:
  Φάση 1 – 2030 μέχρι 2055

**ΔΙΑΔΡΟΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Ο διάδρομος δεν περιλαμβάνεται στην περιοχή παραχώρησης, και ως εκ τούτου δεν έχει ληφθεί υπόψη για τη βελτίωση του οδοστρώματος στην παρούσα συγκυρία.

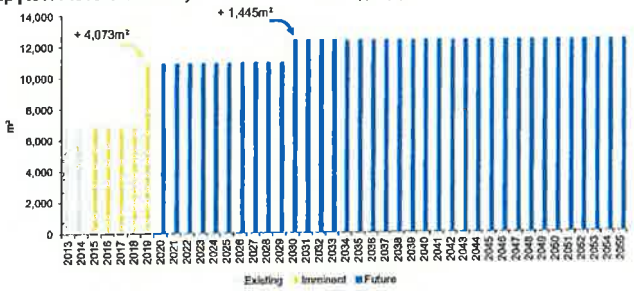
**ΧΩΡΟΣ ΕΛΕΓΧΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΕΡΓΑΣΙΕΣ ΕΠΕΚΤΑΣΗΣ**

- Το 2023, η αναδιαμόρφωση των χώρων στάθμευσης των αεροσκαφών θα επιτρέπει την οπισθέλκυσή τους, με αποτέλεσμα την αύξηση της χωρητικότητας των θέσεων από 4 σε 6.

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

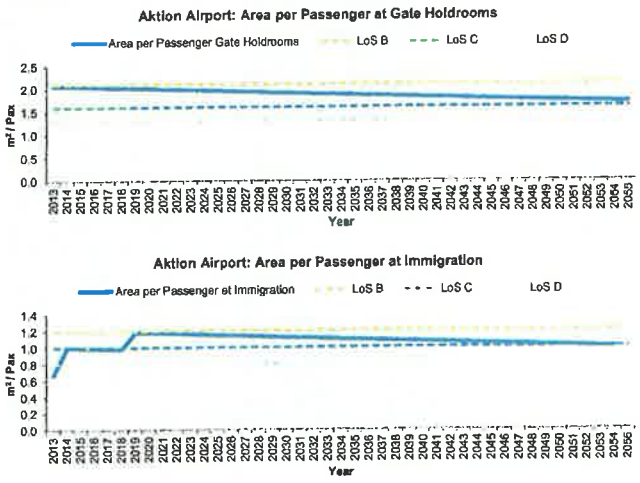
Σε συνέχεια της επέκτασης που θα λάβει χώρα κατά τη διάρκεια των Επικείμενων Έργων, ο αεροσταθμός θα χρειάζεται μόνο μια μικρότερη επέκταση το 2030, η οποία θα παρέχει επαρκή χωρητικότητα ως το τέλος της περιόδου Παραχώρησης. Η αναδιαμόρφωση των θέσεων στάθμευσης αεροσκαφών, με τη δυνατότητα οπισθέλκυσης θα προσφέρει την απαιτούμενη δυναμικότητα των θέσεων στάθμευσης για τις μετακινήσεις (ATM) τις ώρες αιχμής.

Έχουμε σχεδιάσει μια σταδιακή επέκταση του αεροσταθμού και της αστικής περιοχής του αεροδρομίου κατά τη διάρκεια της περιόδου Παραχώρησης. Η αρχική επέκταση θα λάβει χώρα κατά την περίοδο των Επικείμενων Έργων, με μια περαιτέρω επέκταση κατά τη διάρκεια της περιόδου των Μελλοντικών Έργων. Αυτό απεικονίζεται στο κάτωθι διάγραμμα:

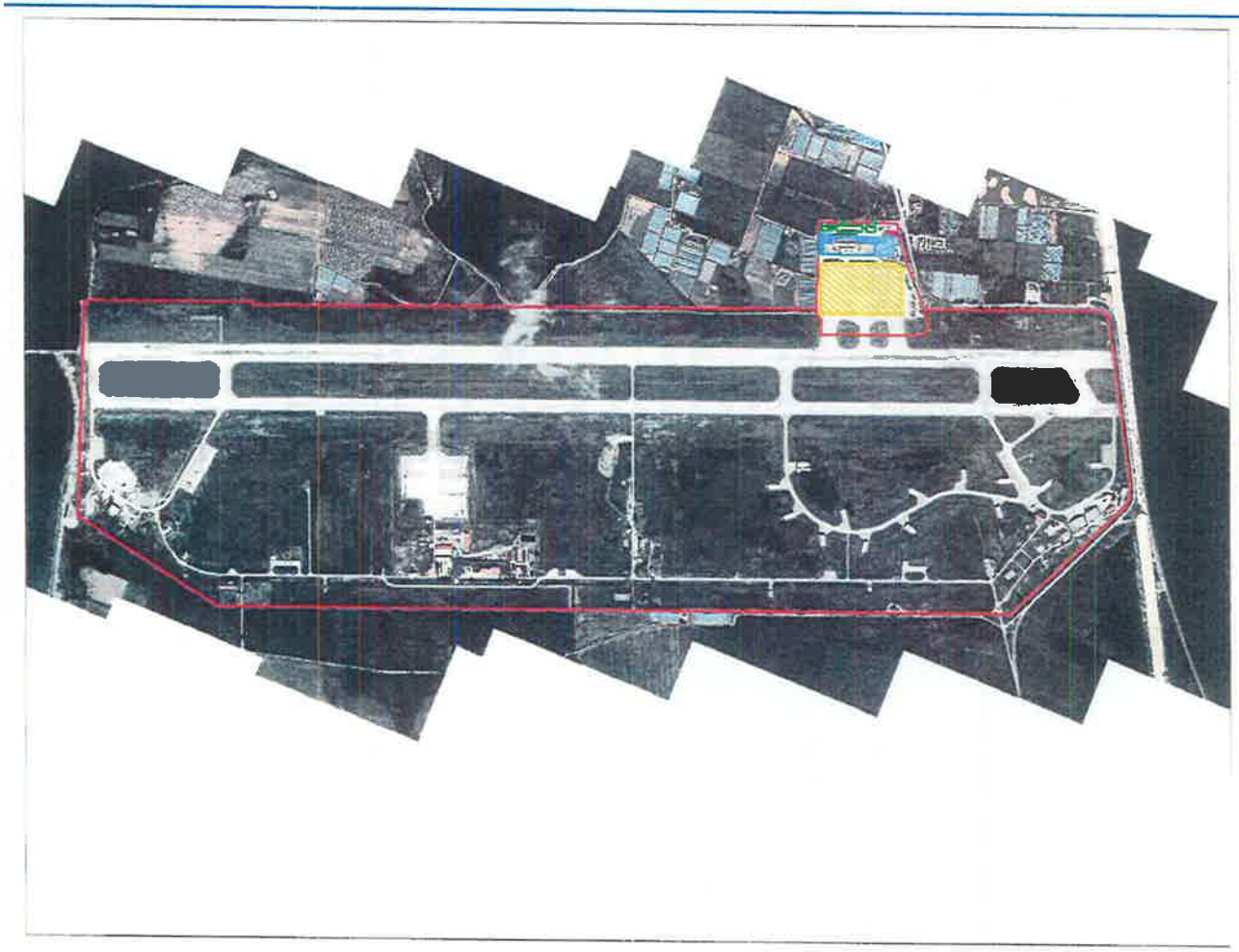


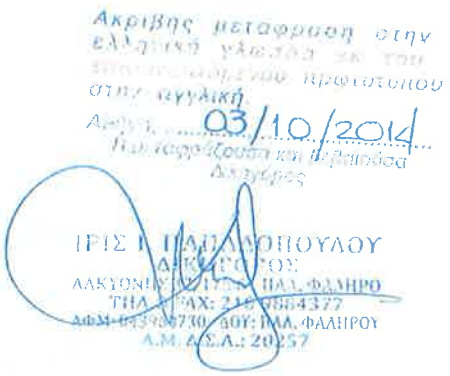

Οι εγκαταστάσεις του αεροσταθμού για τους επιβάτες έχουν αξιολογηθεί κατά την ώρα σχεδιασμού με σκοπό να παρέχουν ένα ελάχιστο επίπεδο υπηρεσιών κλάσης C σύμφωνα με τα πρότυπα LoS C της IATA κατά τη διάρκεια της περιόδου Παραχώρησης.

Η ανάλυσή μας, που απεικονίζεται και στο διάγραμμα παρακάτω, δείχνει ότι η κύρια διαδικασία του αεροδρομίου η οποία εμφανίζει περιορισμένη δυναμικότητα είναι ο έλεγχος διαβατηρίων. Ωστόσο τα έργα μελλοντικής επέκτασης θα εξασφαλίσουν ένα επίπεδο LoS B, το οποίο θα διατηρηθεί καθ' όλη τη διάρκεια της περιόδου Παραχώρησης. Η βασική διαδικασία κατά τις αναχωρήσεις η οποία είναι επί του παρόντος περιορισμένη, στον χώρο αναμονής των πυλών η οποία έχει ένα ικανοποιητικό επίπεδο υπηρεσιών, που υπερβαίνει το ελάχιστο απαιτητό LoS C.



# Σχέδιο AutoCAD




Ακριβής μετάφραση στην
ελληνική γλώσσα
στην αγγλική.
03/10/2014
ΙΡΙΣ
ΔΙΚΗΓΟΡΟΣ
ΤΗΛ.
ΑΜ. ΔΣ.Α.: 20257

# Kavala Airport Development Plan

**Location and Connectivity:** Kavala Airport is located near Kavala, which is the second largest mainland town in Northern Greece, after Thessaloniki. The airport serves both all-year-round domestic and seasonal international flights.

**Challenge:** Optimisation and expansion of terminal passenger processing facilities will help deliver an improved level of service and increased non-aeronautical revenues.

### Key Airport Facts

Number of Runways: 1 [05R/23L]

Dimensions of Runways: 3,000m x 45m

Number of Terminals: 1

Number of Stands: 10

2013 Annual Passengers: 0.21 mppa

2013 Annual Movements: 2,804 ATMs

Current 2-Way Peak Hour Passengers: 448 pax / hour

Current 2-Way Peak Hour ATMs: 5 ATMs / hour

Calculated Runway Capacity: 28 ATMs / hour

Current Terminal Size: 6,829m²



### Kavala Airport

This is a well maintained airport and will continue to provide commercial opportunities from both domestic and international customers. Utilising vacant space for commercial assets will provide a larger commercial offering and a single terminal expansion will ensure peak hour efficiency throughout a planned increase in passengers.

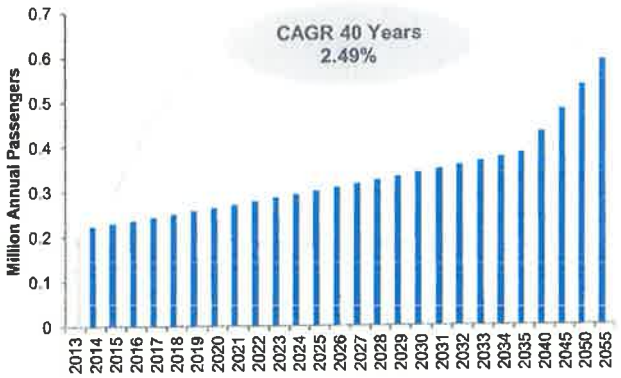
The airside infrastructure is in good condition and a reconfiguration of stands will increase overall stand capacity.

## Background

- The airport provides connection to North-Eastern Greece and the island of Thassos.
- With annual passenger traffic of 0.21 mppa, it serves some domestic and seasonal international flights, most of them to / from Germany and the UK.
- The town of Kavala is within driving distance from Thessaloniki Airport, the second largest in the country and an International airport (200 km), and Alexandroupolis Airport (150 km) that serves domestic flights.

## Traffic Forecast

Passengers are forecast to grow from 0.21 million passengers per annum (mppa) in 2013 to 0.59 mppa in 2055, with a CAGR of 2.49%. Air traffic movements (ATMs) are forecasted to increase from 2.8 to 7.6 thousand in 2055.



**TERMINAL CAPACITY**

- Passenger processing facilities for both arriving and departing flows across all design hours in 2015 are currently constrained.

**STAND CAPACITY**

- Current stand capacity of 10 stands is sufficient to meet current ATM peak hour demand with no stand expansion required in the Imminent Works period.



Expansion is required to increase check-in capacity.

## ASSESSMENTOF CURRENT INFRASTRUCTURE

### TERMINAL

The capacity assessment of the arriving and departing passenger processes within the terminal building has been informed by:

- A site visit to Kavala Airport.
- Planning assumptions driven by current airport operational performance,IATA standards and industry benchmarks.
- Information available from the data room and airport fact sheets.

Our assessment of the current terminal indicates:

- Relatively small airport which has been well maintained.
- Due to the peakiness of the traffic the current terminal is undersized with severe bottlenecks for both departing and arriving passengers.
- There is an area of unutilised space on the mezzanine level.

### AIRFIELD

The airport has a single runway with a full length parallel taxiway. A perimeter road and fence exist and the parallel taxiway can be used as a temporary runway if required. The main runway was refurbished in 2010.

The area is available within the aerodrome boundary to provide the required runway strip width and length (150m from runway centreline and 60m from each end of the runway).

RWY 23L and RWY 05R both have compliant Runway End Safety Areas (RESA) which are in excess of ICAO Annex 14 requirements.

**INFRASTRUCTURE HIGHLIGHT**

Kavala Airport has significant land to grow and expand both terminal and apron facilities.

**TERMINAL – IMMINENT REFURBISHMENT WORKS**

- Unused area of c.500m² on the mezzanine level can be utilised to provide a retail / duty free / Food and Beverages(F&B) offering for airside / landside passengers.

**TERMINAL – IMMINENT EXPANSION WORKS**

- Terminal expansion of ~4961m² to meet forecast demand and IATA LoS C standard for passenger processing.

**AIRSIDE – IMMINENT REFURBISHMENT WORKS**

- Airfield infrastructure is generally in good condition, with no major maintenance required in the next 5+ years.



No significant asset maintenance is envisaged on the airfield over the next 5 years.

**IMMINENT WORKS**

Imminent refurbishment works are proposed at Kavala Airport in order to provide facilities that are suitable for the ongoing operation of the facilities at the airport. A terminal extension of approximately 4,961m² is required at the airport to meet forecast demand.

There are no imminent Airside works required at the airport.

### TERMINAL – IMMINENT WORKS

The main focus of the Imminent terminal refurbishment works is to fully utilise the existing space available within the building. The imminent expansion works will then complement this work to fully enhance the passenger experience. Unused areas will be brought into use and together, with the expansion, will enable the airport to maximise commercial opportunities within the terminal.

Ground floor




### AIRSIDE – IMMINENT WORKS

The Airside infrastructure is in a good condition and therefore no significant works will be required in the imminent works period.

### Terminal – Future Expansion Works

- The expansion in the Imminent works period will provide adequate facilities for the duration of the Concession period.

### Runway – Future Refurbishment Works

- The airside pavement is likely to require rehabilitation in 2035.

### Apron – Future Expansion Works

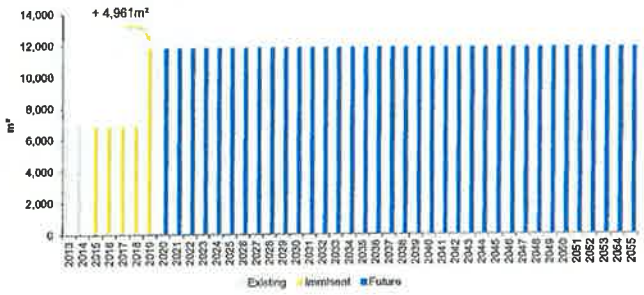
- Stands to be reconfigured to allow pushbacks increasing stand capacity from 10 to 12 aircraft stands.

### Future Works

Future Expansion works in the terminal beyond 2020 are not envisaged. This is due to the facilities provided during the Imminent works period being adequate to the long term operation of the airport during the rest of the Concession period.

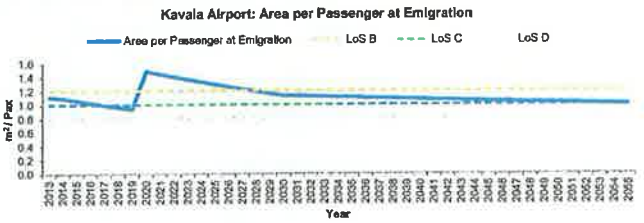
Future stand reconfiguration to allow pushbacks will increase stand capacity in order to meet future demand. The Airside pavement is likely to require rehabilitation in 2035.

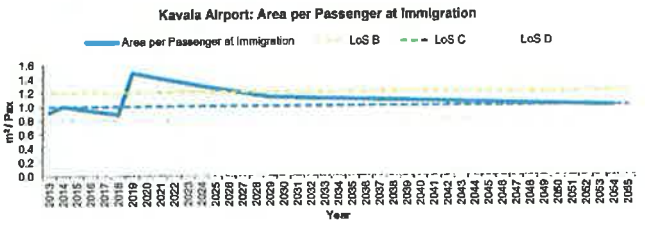
We have planned a phased expansion of the terminal and landside over the Concession period. The initial expansion will be constructed during the Imminent Works period with no further expansions to be constructed during the Future Works period as shown in the chart below.



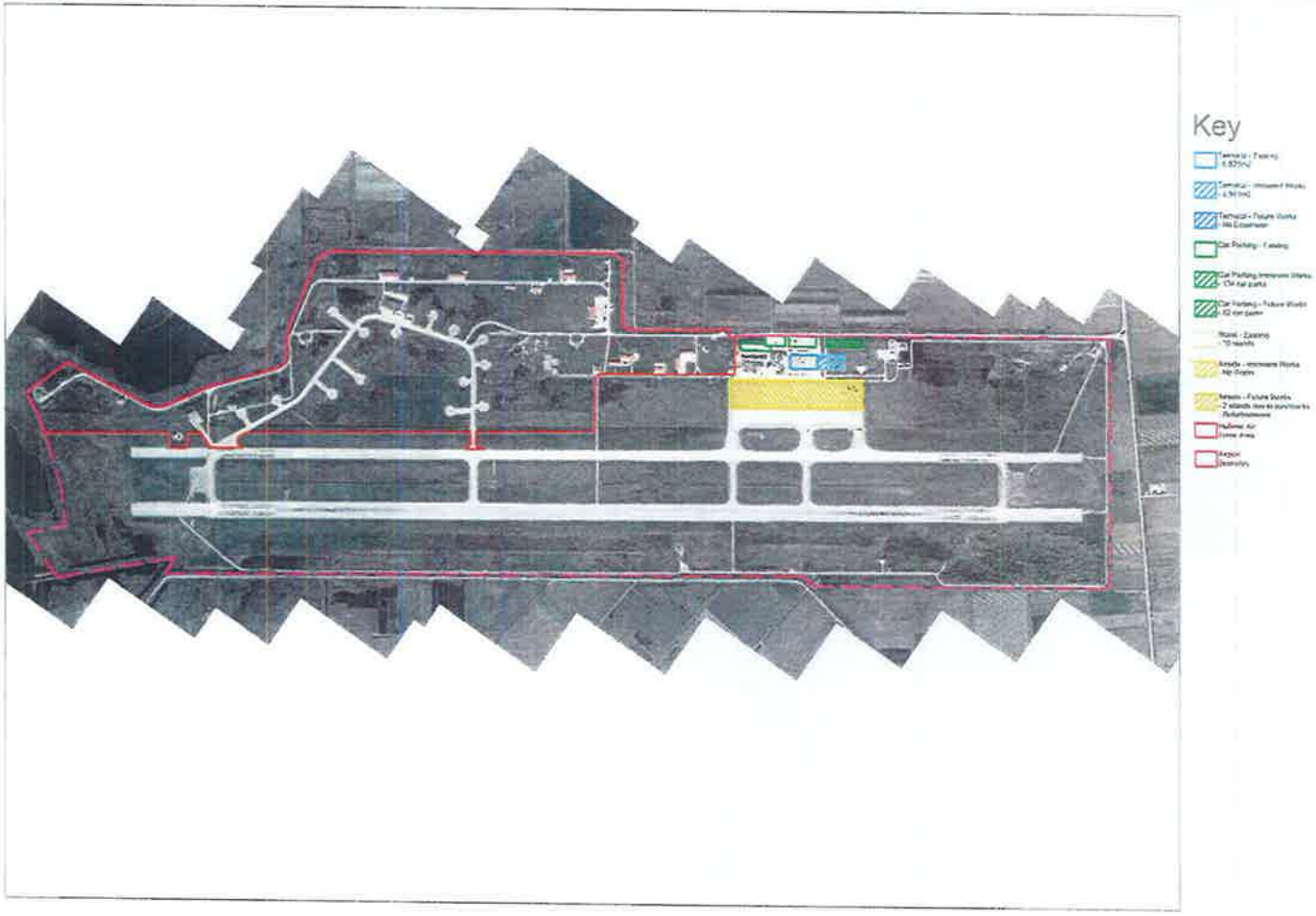

The terminal passenger processing facilities have been assessed against the design hour to provide a minimumIATA LoS C across the duration of the Concession period.

Our analysis, illustrated in the charts below, shows that the two key capacity constrained processes at the airport are Emigration and Immigration. Emigration will be above the required LoS C level for the majority of the Concession period. Immigration capacity constraints will be relieved after the Imminent works period and will continue to provide a comfortable level of capacity above LoS C for theremainder of the Concession period.



## AutoCAD Drawing



# Σχέδιο Ανάπτυξης Αεροδρομίου Καβάλας

**Τοποθεσία και Διασυνδέσεις:** Το αεροδρόμιο της Καβάλας βρίσκεται κοντά στην Καβάλα, η οποία είναι η δεύτερη μεγαλύτερη πόλη της ΒορειοΑνατολικής ηπειρωτικής Ελλάδας μετά τη Θεσσαλονίκη. Το αεροδρόμιο εξυπηρετεί τόσο εγχώριες πτήσεις καθ' όλη τη διάρκεια του έτους, όσο και εποχιακές διεθνείς πτήσεις.

**Προκλήσεις:** Βελτιστοποίηση και επέκταση του αεροσταθμού επιβατών θα βοηθήσουν στο να επιτευχθεί ένα βελτιωμένο επίπεδο υπηρεσιών καθώς και αύξηση στα έσοδα από μη αεροπορικές δραστηριότητες.

**Βασικά Στοιχεία Αεροδρομίου**

Αριθμός Διαδρόμων: 1 [05R/23L]

Διαστάσεις Διαδρόμου: 3.000m x 45m

Αριθμός Αεροσταθμών: 1

Αριθμός Θέσεων Στάθμευσης: 10

2013 Επιβάτες Ετησίως: 0,21 εκατ. επιβάτες

2013 Μετακινήσεις Ετησίως: 2.804 ATMs

Αναχωρήσεις/Αφίξεις Επιβατών κατά την Ώρα Αιχμής: 448 επιβάτες / ώρα

Κινήσεις Αναχωρήσεων/Αφίξεων κατά την Ώρα Αιχμής: 5 ATMs / ώρα

Υπολογιζόμενη Χωρητικότητα Διαδρόμων:

28 ATMs / ώρα

Μέγεθος Υφιστάμενου Αεροσταθμού: 6.829m²



**Αεροδρομιο Καβαλας**

Πρόκειται για ένα αεροδρόμιο στο οποίο πραγματοποιείται καλή συντήρηση, και θα συνεχίσει να παρέχει εμπορικές ευκαιρίες τόσο από εγχώριους πελάτες όσο και από πελάτες του εξωτερικού. Η αξιοποίηση των κενών χώρων για εμπορικά αγαθά θα αυξήσει την προσφορά σε εμπορικό επίπεδο, και μια μόνο επέκταση του αεροσταθμού θα διασφαλίσει τη δυναμικότητα κατά τις ώρες αιχμής για όλη την προγραμματισμένη αύξηση των επιβατών.

Οι υποδομές του ελεγχόμενου χώρου πρόσβασης του αεροδρομίου βρίσκονται σε καλή κατάσταση και μια αναδιαμόρφωση των θέσεων στάθμευσης αεροσκαφών θα αυξήσει τη συνολική χωρητικότητά τους.

## Ιστορικο

- Το αεροδρόμιο παρέχει σύνδεση με τη Βορειοανατολική Ελλάδα, καθώς και με την Θάσο.
- Με ετήσια επιβατική κίνηση 0,21 mppa, το αεροδρόμιο εξυπηρετεί κάποιες εγχώριες και διεθνείς πτήσεις, οι περισσότερες εκ των οποίων γίνονται από/προς τη Γερμανία και το Ηνωμένο Βασίλειο.
- Η πόλη της Καβάλας βρίσκεται σε κοντινή απόσταση με αυτοκίνητο από το αεροδρόμιο της Θεσσαλονίκης, το δεύτερο μεγαλύτερο αεροδρόμιο της χώρας, το οποίο είναι και διεθνές (200km) καθώς και από το αεροδρόμιο της Αλεξανδρούπολης (150km) το οποίο εξυπηρετεί εγχώριες πτήσεις.

## Προβλεψη Επιβατικης Κινησης

Ο αριθμός των επιβατών αναμένεται να αυξηθεί από 0,21 mppa που ήταν το 2013 σε 0,59 mppa το 2055, με ενιαίο ρυθμό ετήσιας αύξησης (CAGR, Compound Annual Growth Rate) της τάξης του 2,49%. Η Κίνηση Εναέριας Κυκλοφορίας (ATM) προβλέπεται να αυξηθεί από 2.800 σε 7.600 το 2055.



**Χωρητικότητα Αεροσταθμού**

- Οι εγκαταστάσεις των επιβατών για τις 2 βάσεις αφίξεων και αναχωρήσεων κατά τις ώρες σχεδιασμού μέσα στο 2015 είναι επί του παρόντος περιορισμένες.

**Θέσεις Σταθμευσης Αεροσκαφων**

- Η τρέχουσα δυναμικότητα των 10 θέσεων επαρκεί για να καλύψει την υφιστάμενη ζήτηση (ATM) στις ώρες αιχμής, χωρίς να απαιτείται επέκταση του χώρου των θέσεων κατά την περίοδο των Επικείμενων Έργων.



Απαιτείται επέκταση για να αυξηθεί η χωρητικότητα των γκισέ.

## Αξιολογηση των Υφιστάμενων Υποδομων

### Αεροσταθμος

Η αξιολόγηση των διαδικασιών που αφορούν στις αναχωρήσεις και στις αφίξεις που λαμβάνουν χώρα στο κτήριο του αεροσταθμού βασίστηκε σε:

- Επιτόπια επίσκεψη στο Αεροδρόμιο της Καβάλας
- Παραδοχές σχεδιασμού από την τωρινή λειτουργική επίδοση του αεροδρομίου, τα πρότυπα της IATA και τα σημεία αναφοράς του τομέα των αερομεταφορών.
- Διαθέσιμες πληροφορίες από το data room και τα πληροφοριακά δελτία του αεροδρομίου.

Η αξιολογησή μας για τον υφιστάμενο αεροσταθμό υποδεικνύει ότι:

- Σχετικά μικρό αεροδρόμιο στο οποίο γίνεται καλή συντήρηση
- Λόγω της μεγάλης αιχμής της επιβατικής κίνησης, ο υφιστάμενος αεροσταθμός θεωρείται μικρός και εμφανίζει μεγάλες συμφορήσεις τόσο για τους αφικνούμενους όσο και για τους αναχωρούντες επιβάτες.
- Υπάρχει έκταση αναξιοποίητου χώρου στο επίπεδο του ημιώροφου.

### Περιοχη Κινησης Αεροσκαφων

Το αεροδρόμιο διαθέτει έναν διάδρομο προσγείωσης/απογείωσης με έναν παράλληλο διάδρομο τροχοδρόμησης σε όλο το μήκος του. Περιμετρικά υπάρχουν ένας δρόμος με ένα φράχτη, και ο παράλληλος διάδρομος τροχοδρόμησης μπορεί να χρησιμοποιηθεί σαν διάδρομος προσγείωσης/απογείωσης, αν χρειαστεί. Ο κύριος διάδρομος ανακαινίστηκε το 2010.

Η έκταση υπάρχει εντός των ορίων του αεροδρομίου, παρέχοντας έτσι το απαιτούμενο μήκος και πλάτος του διαδρόμου (150m από τον κεντρικό άξονά του και 60m από το κάθε άκρο του).

Και οι δυο διάδρομοι RWY 23L and RWY 05R διαθέτουν Ζώνες Ασφαλείας Τέλους Διαδρόμου (RESA) που υπερβαίνουν τις απαιτήσεις του Παραρτήματος 14 του ICAO.

**Βασικοτερα Σημεια της Υποδομης**

Το Αεροδρόμιο της Καβάλας διαθέτει σημαντικές εκτάσεις γης προς ανάπτυξη και επέκταση τόσο του αεροσταθμού όσο και του χώρου ελιγμών των αεροσκαφών.

**Αεροσταθμος – Επικειμενα Εργα Ανακαινισης**

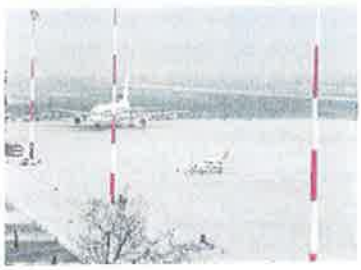
- Η αχρησιμοποίητη έκταση των 500m² στο επίπεδο του ημιώροφου μπορεί να αξιοποιηθεί για την κατασκευή καταστημάτων και χώρων λιανικής / ΚΑΕ / μαζικής εστίασης για τους επιβάτες στον αστικό χώρο και τον χώρο ελεγχόμενης πρόσβασης του αεροδρομίου.

**Αεροσταθμος – Επικειμενα Εργα Επεκτασης**

- Επέκταση του αεροσταθμού των ~4.961m² έτσι ώστε να ανταποκριθεί στην προβλεπόμενη ζήτηση και Επιπέδου Εξυπηρέτησης επιβατών IATA LoS C.

**Χωρος Ελεγχομενης Προσβασης – Επικειμενα Εργα Ανακαινισης**

- Οι υποδομές του χώρου ελεγχόμενης προσβασης βρίσκονται σε γενικές γραμμές σε καλή κατάσταση, χωρίς μεγάλες απαιτήσεις συντήρησης για τα επόμενα 5+ έτη.



Δεν διαφαίνονται σημαντικές απαιτήσεις συντήρησης στην περιοχή κίνησης αεροσκαφών για τα επόμενα 5 έτη.

**Επικειμενα Εργα**

Προτείνονται επικείμενα έργα ανακαίνισης για το Αεροδρόμιο Καβάλας με σκοπό να παρασχεθούν εγκαταστάσεις που θα είναι κατάλληλες για τη συνεχή λειτουργία των εγκαταστάσεων του αεροδρομίου. Μια επέκταση του αεροσταθμού της τάξης των 4961m² περίπου, είναι απαραίτητη για να ικανοποιηθεί η προβλεπόμενη ζήτηση.

Δεν απαιτούνται επικείμενα έργα στο χώρο ελεγχόμενης πρόσβασης του αεροδρομίου.

## Αεροσταθμος – Επικειμενα Εργα

Τα επικείμενα έργα ανακαίνισης εστιάζουν κατά κύριο λόγο στην πλήρη αξιοποίηση του υφιστάμενου χώρου που βρίσκεται μέσα στο κτήριο. Τα επικείμενα έργα επέκτασης θα συμπληρώσουν τα παραπάνω έργα, έτσι ώστε να βελτιώσουν την ταξιδιωτική εμπειρία των επιβατών. Οι αχρησιμοποίητοι χώροι θα χρησιμοποιηθούν, και μαζί με την επέκταση, θα δώσουν στο αεροδρόμιο τη δυνατότητα να μεγιστοποιήσει τις εμπορικές ευκαιρίες εντός του αεροσταθμού.




## Χωρος Ελεγχομενης Προσβασης (Airside) – Επικειμενα Εργα

Οι υποδομές του χώρου ελεγχόμενης πρόσβασης του αεροδρομίου βρίσκεται σε καλή κατάσταση και ως εκ τούτου δεν θα απαιτηθούν σημαντικές εργασίες κατά τη διάρκεια της περιόδου των επικείμενων έργων.

**ΑΕΡΟΣΤΑΘΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

- Η επέκταση κατά την περίοδο των επικείμενων έργων περιλαμβάνει την κατασκευή επαρκών εγκαταστάσεων για όλη τη διάρκεια της περιόδου Παραχώρησης.

**ΔΙΑΔΡΟΜΟΣ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΑΝΑΚΑΙΝΙΣΗΣ**

- Είναι πιθανό να χρειαστεί αποκατάσταση του οδοστρώματος του χώρου ελεγχόμενης πρόσβασης το 2035.

**ΧΩΡΟΣ ΕΛΙΓΜΩΝ ΑΕΡΟΣΚΑΦΩΝ – ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ ΕΠΕΚΤΑΣΗΣ**

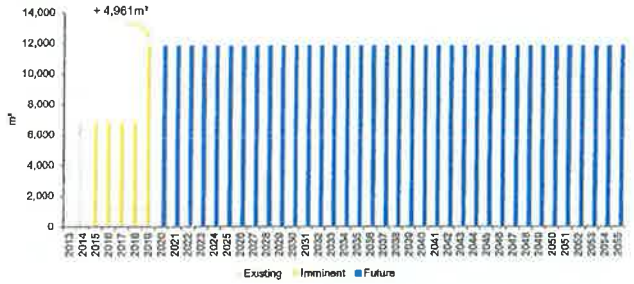
- Αναδιάταξη των θέσεων των αεροσκαφών θα επιτρέπει την οπισθέλκυσή τους, με αποτέλεσμα την αύξηση της χωρητικότητας των θέσεων από 10 σε 12.

**ΜΕΛΛΟΝΤΙΚΑ ΕΡΓΑ**

Μελλοντικά έργα επέκτασης στον αεροσταθμό μετά το 2020 δεν προβλέπονται. Αυτό οφείλεται στο γεγονός ότι οι εγκαταστάσεις που θα κατασκευαστούν κατά την περίοδο των Επικείμενων Έργων, θα επαρκούν για τη μακροχρόνια λειτουργία του αεροδρομίου για όλο το υπόλοιπο της Περιόδου Παραχώρησης.

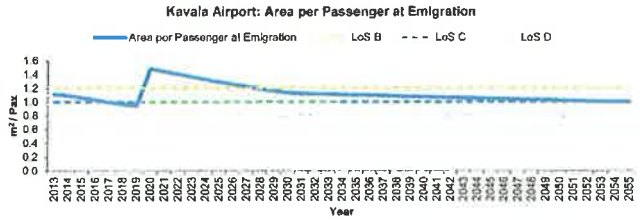
Μελλοντική αναδιάταξη των θέσεων στάθμευσης των αεροσκαφών με στόχο τη δυνατότητα οπισθέλκυσής τους θα αυξήσει τη χωρητικότητα των θέσεων, έτσι ώστε να ικανοποιηθεί η προβλεπόμενη ζήτηση. Το οδόστρωμα του χώρου ελεγχόμενης πρόσβασης είναι πιθανό να χρειαστεί αποκατάσταση το 2035.

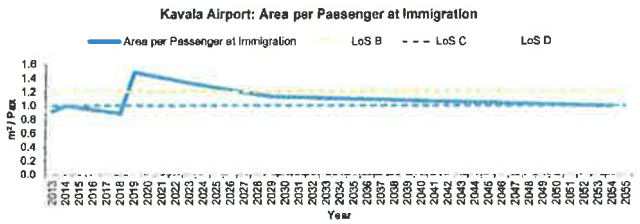
**Έχουμε σχεδιάσει μια σταδιακή επέκταση του αεροσταθμού και του αστικού χώρου του αεροδρομίου κατά τη διάρκεια της περιόδου Παραχώρησης. Η αρχική επέκταση θα λάβει χώρα κατά την περίοδο των Επικείμενων Έργων και δεν απαιτούνται άλλες επεκτάσεις κατά την περίοδο των Μελλοντικών Έργων, όπως φαίνεται στο παρακάτω διάγραμμα:**



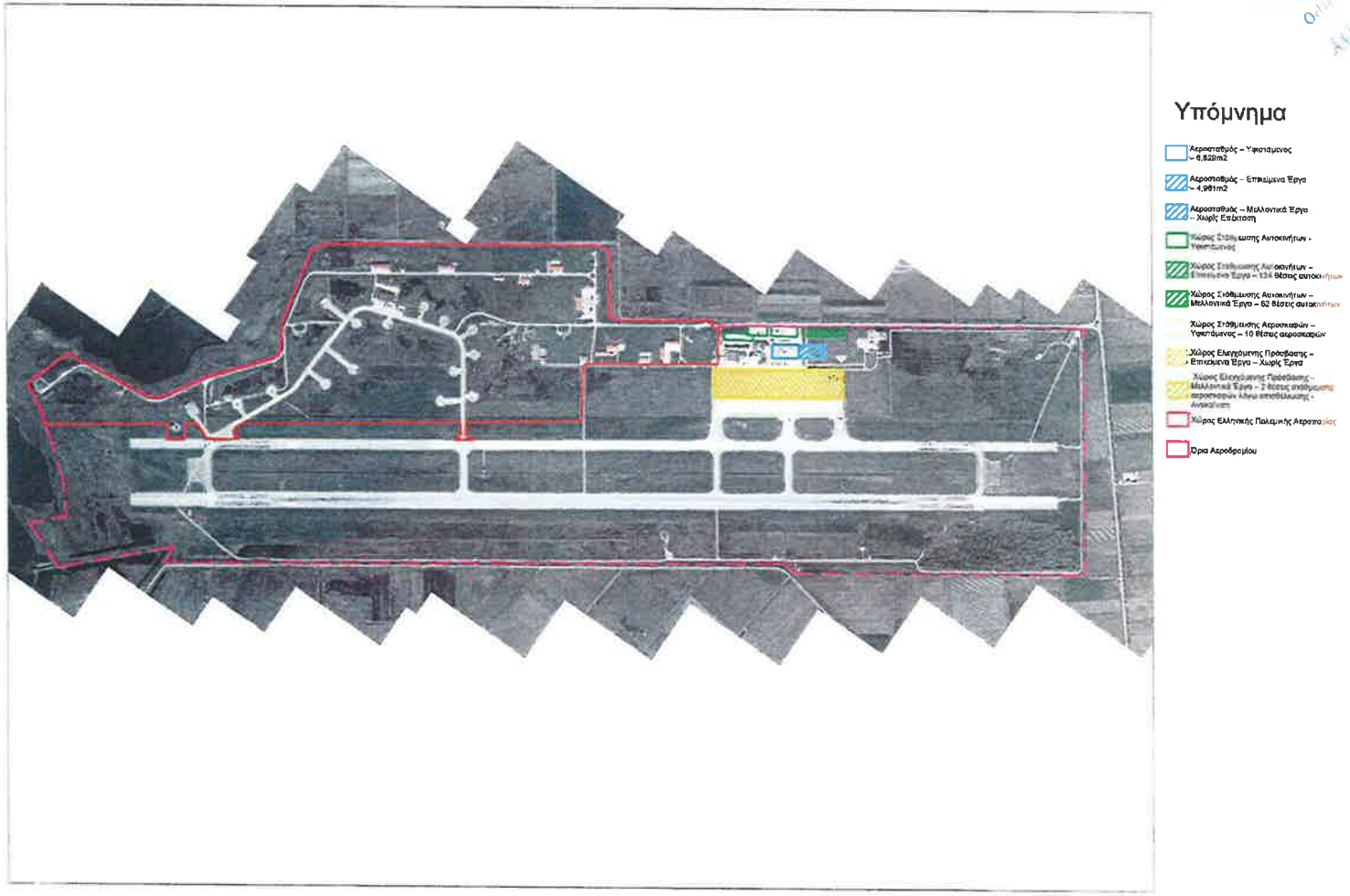

Οι εγκαταστάσεις εξυπηρέτησης επιβατών του αεροσταθμού έχουν αξιολογηθεί κατά την ώρα σχεδιασμού με σκοπό να παρέχουν ένα ελάχιστο επίπεδο εξυπηρέτησης με βάση τα πρότυπα της IATA, κλάσης LoS C, καθ' όλη τη διάρκεια της περιόδου Παραχώρησης.

Η ανάλυσή μας, όπως απεικονίζεται στα παρακάτω διαγράμματα, παρουσιάζει ότι οι δυο βασικές διαδικασίες του αεροδρομίου που εμφανίζουν περιορισμένη χωρητικότητα είναι ο έλεγχος κατά την άφιξη και αναχώρηση. Η πρώτη θα βρίσκεται πάνω από το επίπεδο LoS C για το μεγαλύτερο μέρος της περιόδου Παραχώρησης. Η περιορισμένη χωρητικότητα στον Έλεγχο Διαβατηρίων θα αρθεί μετά την περίοδο των Επικείμενων Έργων, συνεχίζοντας έτσι να προσφέρει στους επιβάτες ένα επίπεδο εξυπηρέτησης πάνω από το LoS C για το υπόλοιπο της περιόδου Παραχώρησης.



# Σχέδιο AutoCAD



Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυνάπτομενου πρωτοτύπου στην αγγλική.

Αθήνα, 03/10/2014

Η μεταφράζουσα και βεβαιούσα
Δικηγόρος

ΙΡΙΣ Ι. ΠΑΠΛΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 175 [illegible] ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& ΦΑΧ: [illegible]
ΑΦΜ: 043960730 [illegible] ΦΑΛΗΡΟΥ
Α.Μ. [illegible]

**SOLEMN DECLARATION**

(art. 8 of L. 1599/1986)

| | | | |
|---|---|---|---|
| To: | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. | | |
| Name: | Christoph Hans | Surname: | Nanke |
| Father's name and Surname: | Egmond Hans, Nanke | | |
| Mother's name and surname: | Gertrud Anneliese Ernestine, Nanke | | |
| Date of Birth: | 05.08.1966 | | |
| Place of Birth: | Rüsselsheim | | |
| ID No: | 409424755 | Tel: +49 69 690 78459 | |
| Place of Residence: Wiesbaden | Street: Am Allersberg | No.: 9 | PC: 65191 |
| Fax: +49 69 690 495 78459 | Email: c.nanke@fraport.de | | |

I, the undersigned, acting as legal representative of the legal entity under the corporate name Fraport AG Frankfurt Airport Services Worldwide, established under the laws of Germany, with company registration number HRB 7042 and registered offices at Germany, 60547 Frankfurt am Main, with German tax registration number DE 114150623 being a member of the Consortium "FRAPORT AG-SLENTEL LTD" by holding a 65.00% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic pursuant to paragraph 4.1.9(a) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Independent Engineer (as this term is defined in the Request for Proposal) is EC Harris (UK) Limited Liability Company registered in England and Wales, with Registered Office: ECHQ, 34 York Way, London, N1 9AB, tel.: +44 (0)207 812 2000, fax: +44(0)20778122001, email: paul.willis@arcadis.com, web: www.echarris.com.

The description of the experience and of the credentials of the Independent Engineer is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Independent Engineer of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ ΔΗΜΟΣ ΚΗΦΙΣΙΑΣ Κ.Ε.Π. (4)

Βεβαιώνεται το γνήσιο της υπογραφής του/της Christoph Hans
Κηφισιά 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ

Athens, 30-9-2014

Christoph Hans Nanke

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν.1599/1986)

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|---|---|---|---|
| Προς: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | |
| Ο-Η Όνομα: | Christoph Hans | Επώνυμο: Nanke | |
| Όνομα και Επώνυμο Πατέρα: | Egmond Hans, Nanke | | |
| Όνομα και Επώνυμο Μητέρας: | Gertrud Anneliese Ernestine, Nanke | | |
| Ημερομηνία Γέννησης: | 05.08.1966 | | |
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| Τόπος Κατοικίας: Wiesbaden | | Οδός: Am Allersberg | Αριθ.: 9 Τ.Κ.: 65191 |
| Αρ. Τηλεομοιοτύπου (Fax): | +49 69 690 495 78459 | Δ/νση Ηλεκτρ. Ταχυδρομείου | : c.nanke@fraport.de |

Ο κάτωθι υπογεγραμμένος, ενεργώντας ως νόμιμος εκπρόσωπος του νομικού προσώπου με την εταιρική επωνυμία Fraport AG Frankfurt Airport Services Worldwide, που συστήθηκε σύμφωνα με τους νόμους της Γερμανίας, με αριθμό μητρώου εταιρίας HRB 7042 και το οποίο εδρεύει στην Γερμανία, 60547 Φρανκφούρτη am Main, με αριθμό φορολογικού μητρώου Γερμανίας DE 114150623, όντας μέλος της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD" κάτοχος του 65,00% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται υπό τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των περιφερειακών αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(a) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Ανεξάρτητος Μηχανικός (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η εταιρεία EC Harris (HB) Εταιρεία Περιορισμένης Ευθύνης εγγεγραμμένη στην Αγγλία και Ουαλία, Διεύθυνση: ECHQ, 34 York Way, Λονδίνο, N1 9AB, τηλ.: +44 (0)207 812 2000, φαξ: +44(0)20778122001, email: paul.willis@arcadis.com, ιστοσελίδα: www.echarris.com.

Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Ανεξάρτητου Μηχανικού. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν από τον Ανεξάρτητο Μηχανικό την ικανοποίηση των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα, 30-9-2014

ΕΠΙΣΗΜΗ ΣΦΡΑΓΙΔΑ

ΥΠΟΓΡΑΦΗ

Christoph Hans Nanke

Βεβαιώνεται το γνήσιο της υπογραφής του Christoph Hans Nanke
Α. Δ. Τ. 409424755
Κηφισιά 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ
ΔΕ/Δ'
ΥΠΟΓΡΑΦΗ

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 03/10/2014
Η μεταφράσασα και βεβαιούσα δικηγόρος
ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 17561 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& FAX: 210 9884377
ΑΦΜ: 043960[illegible] ΔΟΥ: ΠΑΛ. ΦΑΛΗΡΟΥ

## SOLEMN DECLARATION

(art. 8 of L. 1599/1986)

| | | | |
|---|---|---|---|
| To: | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. | | |
| Name: | Charles | Surname: | Weinland |
| Father's name and Surname: | Dieter, Weinland | | |
| Mother's name and surname: | Frauke Emmy Martha, Weinland | | |
| Date of Birth: | 09.02.1969 | | |
| Place of Birth: | Kiel | | |
| ID No: | 415332590 | Tel: +49 69 690 70782 | |
| Place of Residence: Schwalbach | Street: Pfingstbrunnenstr. | No.: 16a | PC: 65824 |
| Fax: +49 69 690 495 70782 | Email: c.weinland@fraport.de | | |

I, the undersigned, acting as legal representative of the legal entity under the corporate name Fraport AG Frankfurt Airport Services Worldwide, established under the laws of Germany, with company registration number HRB 7042 and registered offices at Germany, 60547 Frankfurt am Main, with German tax registration number DE 114150623 being a member of the Consortium "FRAPORT AG-SLENTEL LTD" by holding a 65.00% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic pursuant to paragraph 4.1.9(a) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Independent Engineer (as this term is defined in the Request for Proposal) is EC Harris (UK) Limited Liability Company registered in England and Wales, with Registered Office: ECHQ, 34 York Way, London, N1 9AB, tel.: +44 (0)207 812 2000, fax: +44(0)20778122001, email: paul.willis@arcadis.com, web: www.echarris.com.

The description of the experience and of the credentials of the Independent Engineer is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Independent Engineer of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

Athens, 30-9-2014

ΕΛΛΗΝΙΚΗ ΔΗΜΟΣ ΚΗΦΙΣΙΑΣ ΔΗΜΟΣ ΚΗΦΙΣΙΑΣ Κ.Ε.Π. (4)

Βεβαιώνεται το γνήσιο της υπογραφής του Charles Weinland 415332590 Κηφισιά 30/9/2014 ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ Η αρμόδια Υπάλληλος ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ ΔΕ/Δ

C. Weinland

Charles Weinland

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν.1599/1986)

| | | | |
|---|---|---|---|
| Προς: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | |
| Ο-Η Όνομα: | Charles | Επώνυμο: Weinland | |
| Όνομα και Επώνυμο Πατέρα: | Dieter, Weinland | | |
| Όνομα και Επώνυμο Μητέρας: | Frauke Emmy Martha, Weinland | | |
| Ημερομηνία Γέννησης: | 09.02.1969 | | |
| Τόπος Γέννησης: | Kiel | | |
| Αριθμός Ταυτότητας | 415332590 | Τηλ: | +49 69 690 70782 |
| Τόπος Κατοικίας: Schwalbach | | Οδός: Pfingstbrunnen str. | Αριθ.: 16A Τ.Κ.: 65824 |
| Αρ. Τηλεομοιοτύπου (Fax): | +49 69 690 495 70782 | Δ/νση Ηλεκτρ. Ταχυδρομείου (Email): | c.weinland@fraport.de |

Ο κάτωθι υπογεγραμμένος, ενεργώντας ως νόμιμος εκπρόσωπος του νομικού προσώπου με την εταιρική επωνυμία Fraport AG Frankfurt Airport Services Worldwide, που συστήθηκε σύμφωνα με τους νόμους της Γερμανίας, με αριθμό μητρώου εταιρίας HRB 7042 και το οποίο εδρεύει στην Γερμανία, 60547 Φρανκφούρτη am Main, με αριθμό φορολογικού μητρώου Γερμανίας DE 114150623, όντας μέλος της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD" κάτοχος του 65,00% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται υπό τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των περιφερειακών αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(a) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Ανεξάρτητος Μηχανικός (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η εταιρεία EC Harris (HB) Εταιρεία Περιορισμένης Ευθύνης εγγεγραμμένη στην Αγγλία και Ουαλία, Διεύθυνση: ECHQ, 34 York Way, Λονδίνο, N1 9AB, τηλ.: +44 (0)207 812 2000, φαξ: +44(0)20778122001, email: paul.willis@arcadis.com, ιστοσελίδα: www.echarris.com
Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Ανεξάρτητου Μηχανικού. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν από τον Ανεξάρτητο Μηχανικό την ικανοποίηση των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα, 30-9-2014

ΕΠΙΣΗΜΗ ΣΦΡΑΓΙΔΑ

ΥΠΟΓΡΑΦΗ

Charles Weinland

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 03/10/2014
Η μεταφράζουσα και βεβαιούσα δικηγόρος
ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 175 61 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ. & FAX: 210 9884377
ΑΦΜ: 043969230 - ΔΟΥ ΠΑΛ. ΦΑΛΗΡΟΥ

Βεβαιώνεται το γνήσιο της υπογραφής του Charles Weinland
ΑΔΤ 415332590
Κηφισιά 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ
ΔΕ/Δ'
ΥΠΟΓΡΑΦΗ

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν.1599/1986)

| | | | |
|---|---|---|---|
| Προς: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | |
| Ο-Η Όνομα: | ΑΙΚΑΤΕΡΙΝΗ Επώνυμο: ΗΜΕΛΛΟΥ | | |
| Όνομα και Επώνυμο Πατέρα: | ΗΛΙΑΣ ΗΜΕΛΛΟΣ | | |
| Όνομα και Επώνυμο Μητέρας: | ΚΑΛΛΙΟΠΗ ΗΜΕΛΛΟΥ | | |
| Ημερομηνία Γέννησης: | 28/1/1966 | | |
| Τόπος Γέννησης: | ΑΘΗΝΑ | | |
| Αριθμός Δελτίου Ταυτότητας/Διαβατηρίου: | ΑΚ 221264 | Τηλ: | |
| Τόπος Κατοικίας: ΔΡΟΣΙΑ ΑΤΤΙΚΗΣ Οδός: ΔΩΔΕΚΑΝΗΣΟΥ | | Αριθ.: 17Α | Τ.Κ.: 14572 |
| Αρ. Τηλεομοιοτύπου (Fax): | | Δ/νση Ηλεκτρ. Ταχυδρομείου | imellouk@yahoo.gr |

Η κάτωθι υπογεγραμμένη, ενεργώντας ως πληρεξουσία του νομικού προσώπου με την εταιρική επωνυμία SLENTEL LIMITED, που συστήθηκε σύμφωνα με τους νόμους της Κυπριακής Δημοκρατίας με αριθμό μητρώου εταιρίας ΗΕ 280254 και το οποίο εδρεύει στην Κύπρο, Λευκωσία, Οδός Αγίου Προκοπίου 13, 2406, Εγκωμή, με Κυπριακό αριθμό φορολογικού μητρώου 12280254J όντας μέλος της Κοινοπραξίας «FRAPORT AG – SLENTEL LTD», κάτοχος του 35% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται από τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των περιφερειακών αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(α) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Ανεξάρτητος Μηχανικός (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η εταιρεία EC Harris (HB) Εταιρεία Περιορισμένης Ευθύνης εγγεγραμμένη στην Αγγλία και Ουαλία, Διεύθυνση: ECHQ, 34 York Way, Λονδίνο, N1 9AB, τηλ.: +44 (0)207 812 2000, φαξ: +44(0)20778122001, email: paul.willis@arcadis.com, ιστοσελίδα: www.echarris.com.

Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Ανεξάρτητου Μηχανικού. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν την ικανοποίηση από τον Ανεξάρτητο Μηχανικό των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα 17-9-2014

Αικατερίνη Ήμελλου

Η.Μ.ΕΛΛΟΥ
ΑΙΚΑΤΕΡΙΝΗ
ΑΔΤ ΑΚ 221264
17-09-2014

Ελισάβετ Σέντζουϊκ
ΤΕ 17/Γ

ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 17561 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& FAX: 210 98...
ΑΦΜ: 043960730 - ΔΟΥ: ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20257

## SOLEMN DECLARATION

(art. 8 of L. 1599/1986)

| | | | | |
|---|---|---|---|---|
| | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A | | | |
| Name: | AIKATERINI | Surname: IMELLOU | | |
| Father's name and Surname: | ILIAS IMELLOS | | | |
| Mother's name and surname: | KALLIOPI IMELLOU | | | |
| Date of Birth: | 28/1/1966 | | | |
| Place of Birth: | ATHENS | | | |
| Identity/Passport No: | AK 221264 | Tel: | | |
| Place of Residence: DROSIA ATTIKI | Street: DODEKANISOU | | No.: 17A | PC: 14572 |
| Fax: | | Email: | imellouk@yahoo.gr | |

I, the undersigned, acting as attorney in fact of the legal entity under the corporate name SLENTEL LIMITED, established under the laws of Cyprus, with company registration number HE 280254 and registered offices at 13 Agiou Prokopiou Street, 2406 Egkomi, Nicosia, Cyprus with Cyprus tax registration number 12280254J, being a member of the Consortium «FRAPORT AG – SLENTEL LTD» by holding a 35,00% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic, pursuant to paragraph 4.1.9(a) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Independent Engineer (as this term is defined in the Request for Proposal) is EC Harris (UK) Limited Liability Company registered in England and Wales, with Registered Office: ECHQ, 34 York Way, London, N1 9AB, tel.: +44 (0)207 812 2000, fax: +44(0)20778122001, email: paul.willis@arcadis.com, web: www.echarris.com

The description of the experience and of the credentials of the Independent Engineer is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Independent Engineer of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

Athens, 17-9-2014

OFFICIAL SEAL

Signature

.....

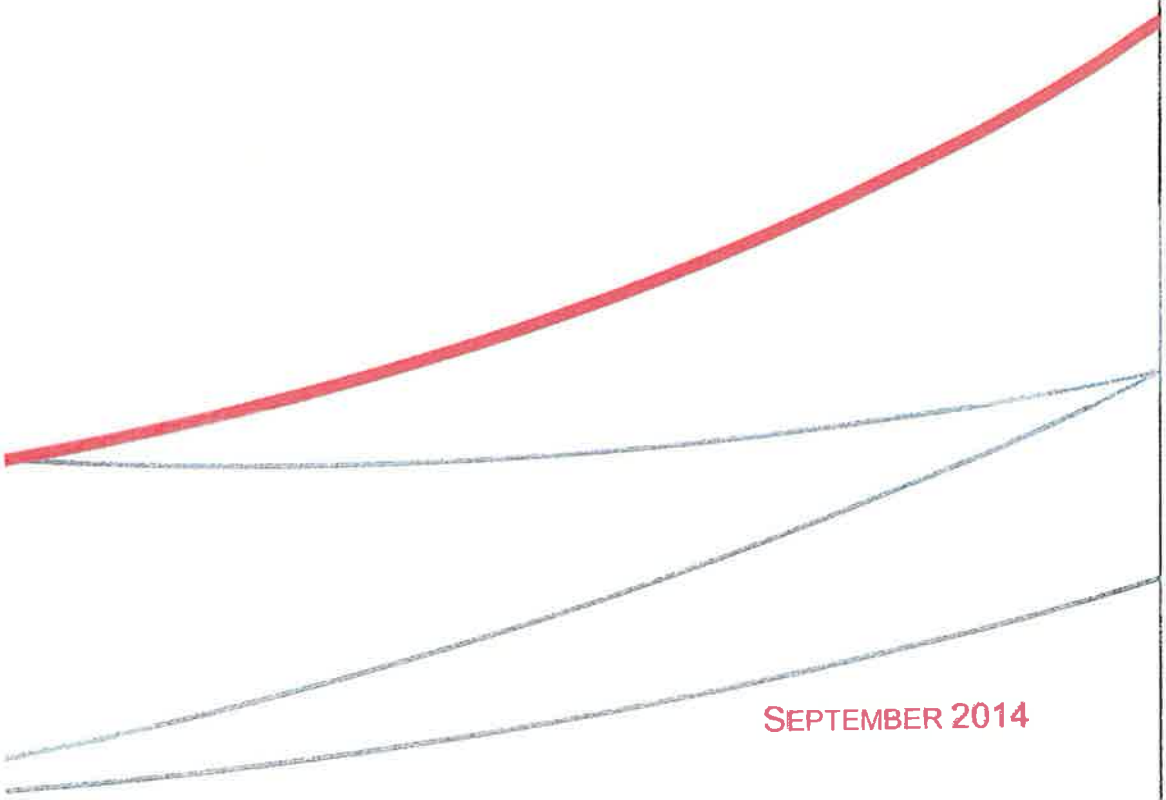
AIKATERINI IMELLOU

This is to certify that the signature appearing is the signature of Mrs IMELLOU AIKATERINI
ID No AK221264
Kifisia 17-09-2014
By MAYOR'S AUTHORIZATION
The Department Chief of the Public Services Support
SIGNATURE
Elisavet Sentzouik TE 17/C

True and exact translation
to the English language of the
hereto-attached document in Greek.
Athens, 25/09/2014
The certifying lawyer

ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 17561 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& FAX: 210 9884377
ΑΦΜ: 043960730 - ΔΟΥ: ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20257

# COMPANY OVERVIEW



SEPTEMBER 2014

EC HARRIS
BUILT ASSET
CONSULTANCY
AN ARCADIS COMPANY

## CONTACTS




PAUL WILLIS
GLOBAL HEAD OF AVIATION

**EC HARRIS LLP**
**34 YORK WAY**
**LONDON**
**N1 9AB**

**TELEPHONE:** **+44 (0) 207 832 2273**
**UK MOBILE:** **+44 (0) 7826 535 496**
**EMAIL:** **PAUL.WILLIS@ARCADIS.COM**
www.echarris.com



*An ARCADIS Company*
*EC Harris LLP is part of the ARCADIS Group of Companies*

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   **Description**
   **Design for an Airport (7 mppa)**
   **Description**
   **Technical Advisor to GIP – Gatwick Airport (35 mppa)**
   **Description**
5. Organisational and Administrative Capability
6. Capacity to Meet Obligations

# 1. Introduction

With over 22,000 people worldwide and € 2.5 billion in revenues EC Harris part of the Arcadis Group has an extensive international network that is supported by strong local market positions. We rank among the top 10 management and engineering consultancies in the world. In Europe, Brazil and Chile we have a top 5 position. In the global environmental market we are positioned in the top 3. We operate out of more than 300 offices in 40 countries including:



***Europe*** Belgium, Czech Republic, France, Germany, Hungary, Italy, the Netherlands, Poland, Romania, Russian Federation, Serbia, Spain, Slovakia, Switzerland, United Kingdom

***North and South America*** United States, Canada, Brazil, Chile, Peru

***Other countries*** Brunei, China, Hong Kong, India, Indonesia, Korea, Macau, Malaysia, Oman, Pakistan, Philippines, Qatar, Saudi Arabia, Singapore, Taiwan, Thailand, United Arab Emirates, Vietnam.

## 1.1 Our Global Capability

EC Harris, part of the ARCADIS Group is a successful global Built Asset Consultancy in the infrastructure, industrial, real estate and construction sectors that offers clients expertise at all stages of the product life cycle. We offer our clients solutions that are robust in the long term, and are viewed within the context of their business needs rather than as simple one-off exercises.

Our Aviation Sector has the experience, knowledge, relationships and skills to deliver business solutions required by Public and Private Airport Owners, Operators, Investors, Acquirers and Vendors when dealing with all forms of Aviation Built Assets.

Our experience shows that the challenges faced by our Clients are rarely met through the provision of singular traditional professional services. It is our ability to understand the specific needs of clients and our innovative application of a wide range of both new to the industry and traditional skills delivers real results to our clients.

Our Aviation Sector offers high quality professional services to the aviation industry bringing significant operational and business benefits to our clients.

Our successes to date on a number of high profile aviation projects gives our customer's confidence in our ability to deliver high quality cost effective solutions on time and on budget. Our services include:

- Cost Management Services
- Programme & Construction Management
- Master Planning & Design Services
- Traffic Forecasting & Market Assessments
- Operational Readiness and Testing
- Investment & Due Diligence
- Air Traffic Management & CNS Consultancy
- Policy & Regulation & Documentation
- Information, Communications & Technology for Airports
- ICT Systems Assurance
- Safety and Risk Engineering and Business Critical Systems



These services are the cornerstones around which our general Aviation industry products and solutions are derived. They are also the key disciplines around which we deliver our clients' requirements.

Our Aviation Sector Team comprises of over 240 staff of professionals from the aviation and consultancy sectors offering cost effective operational solutions to the aviation industry. Our aviation sector has an annual turnover of approximately €30 million undertaking airport design projects of passenger terminals, airside infrastructure and landside access. Our engineers, architects, planners, construction / programme managers, operational researchers, financial specialists, cost managers and planners have a vast experience in deliver airport infrastructure.

If successful, our proposed team to undertake the Independent Engineer role will be comprised of a team of both Greek nationals and International aviation expertise. Our proposed Independent Engineer Lead, Alexandros Noutsos, is a Greek National and is a Civil Engineer. Alexandros Noutsos has held several senior positions at Athens International Airport supporting both the Contractor and the Airport Operator. Since leaving Athens International Airport in 2008 he was the Technical Director at Queen Alia International Airport responsible on behalf of the Operator and Investor for the design, construction and start-up operations of the New Passenger 9 mppa Terminal. In 2013, Mr. Noutsos was the Technical Director responsible for the delivering of TP3 in Sao Paulo (200,000 $m^2$ of Terminal delivering an additional 20 mppa) in readiness for the World Cup. Since the opening in May 2014 Mr. Noutsos is the Design Manager at Lima International Airport, Peru where he is responsible for the delivery of the design (preliminary, detailed design and construction documentation) for the re-development of the existing terminal, new midfield terminal, new 3,500m runway, airside infrastructure, cargo facilities, Airport Rescue and Fire Fighting Station, Control Tower and Landside Facilities.

Alexandros Noutsos will be supported by a team of local and international civil, mechanical and electrical engineers as well as airport planners, cost specialists and planners who have experience in the design of airports and members of the team have extensive experience in undertaking independent engineering roles at Queen Alia International Airport, Athens International, Larnaca and Pafos Airports and acting as technical advisor for numerous operators including Delhi International Airport, Heathrow Airport, Gatwick Airport, Sao Paulo Airport and supporting the Portuguese State for the sell off of their airport network.

The team will be responsible as per the requirements set out in the concession agreement article 21 for the supervision of the imminent works, inspect and issue the handover certification of State Works, monitoring of works (programme & cost), undertake facilities conditions assessments, approve & review refurbishment plans, quality assurance, attend supplier factory testing, manage variations and changes requested, monitor the application of approved environmental terms, certification of archaeological test excavation, inspection of construction works, design review & approval and review and confirm master plans and imminent works implementation is aligned to traffic demand and fit for purpose.

Our wealth of cross sector skills, experience and innovative solutions, creates a first class consultancy service that adds real value and tangible benefits. EC Harris has already gained an excellent reputation for the delivery of high quality airport design solutions meeting client's requirements, on time and within budget.

## 2. Name of Company

**EC Harris International Limited (Part of the Arcadis Group)**

Company Number: 01093549

Limited Liability Company registered in England and Wales

Registered Office: ECHQ, 34 York Way, London, N1 9AB

Office: +44 (0)207 812 2000

Fax +44 (0)207 7812 2001

## 3. Contact Person

**Paul Willis**

*paul.willis@arcadis.com*

*www.echarris.com*

Global Head of Aviation

## 4. Eligibility Criteria for Independent Engineer

Below is a selection of some of the aviation projects EC Harris have completed and/or are currently undertaking in recent years.

1. New Lisbon Airport Master Plan, Concept Design, Financial Feasibility, CAPEX, OPEX Assessment, Traffic Forecasting, Minimum Technical Requirements and ICT Concept Design, Portugal;
2. Marseilles Airport, Master Planning, Terminal Design Programme Management, Cost and Commercial and Business Benefits;
3. Athens International Airport, independent engineer for the design and construction of the airport, technical advisor for the Olympic Games and UEFA Champions League operations;
4. Larnaca Cyprus, support to independent engineer for the airport specialist systems (VDGS, CUTE, CUSS, AODB, PBB etc.) and Operational Readiness and start up operations for airside and ATC operations. Preparation of Licensing requirements, Aerodrome Operations Manual and Standard Operating Procedures;
5. Singapore, Changi Airport, Safety & Risk Assessments to support the development of airfield infrastructure and the approval of the development by the national regulator.
6. Heathrow Airport, Managed Service Provider to Heathrow to support their €4.5 bn capital development program. Our services included Programme Managers for Heathrow T2, Cost & Commercial Management, Master Planning, Design Management, Benefits Analysis, Risk & Project Controls;
7. Sao Paulo Airport, Programme & Construction Managers for the development of their New 200,000 $m^2$ Terminal, TPS-3 as well as Operational Readiness and start-up operations of the Facility;
8. New Beijing Airport, concept Design of the new 700,000 $m^2$ terminal for the New Beijing Airport;
9. Brunei Airport, master planning, airfield design and programme / construction management for the runway rehabilitation and airfield modernisation of the airport;
10. Hong Kong Airport, Environmental Assessment and Strategy Development for their proposed 3rd Runway.
11. Portuguese Airports, Technical Advisor to one of the Consortia bidding for the Portuguese Airports. Services included traffic forecasting, master planning, CAPEX, OPEX and revenue assessments;
12. Abu Dhabi Airport, development of a Concept of Operations to support the new Passenger Terminal Building at Abu Dhabi Airport.
13. World Cargo Centre, Heathrow, Master Plan and Strategic Assessment of British Airways World Cargo Centre including concept design of new facilities;
14. Nice Côte d'Azur Airport, France, Structural Design of their New Control Tower.
15. Queen Alia International Airport, Technical Advisor to Invest AD and ADPi for the re-development of Queen Alia International Airport.
16. Dublin Terminal 1, Design and Business Plan Advisors for the modernization of Terminal 1 at Dublin Airport

17. Manchester Airport, development of their asset management strategy for the operation and maintenance of the airports operated and owned by the Manchester Airport Group (Manchester, Stansted, East Midlands and Bournemouth Airports); and
18. London City Airport, Project and Cost Managers for the redevelopment of London City Airport.

## 4.1 Specific References in accordance with RFP Requirements 4.1.9 (c)

**Jorge Chavez International Airport, Lima, Peru**



**Design for an Airport (15 mppa)**

**Description**

EC Harris have been appointed by LAP (Lima Airport Partners) to re-design the existing passenger terminal, design a new midfield terminal, Cargo Facilities, Air Traffic Control Tower Building, New parallel Runway and supporting landside facilities. The project also includes systems design of IT, security, BHS and other related aeronautical and specialist systems.

The project has a duration of 20 months and includes master planning, preliminary design, detailed design to construction documentation.

**New Terminal Design, Charleroi Airport, Brussels, Belgium**



**Design for an Airport (7 mppa)**

**Description**

EC Harris (Arcadis) supplied the detailed technical and construction design for the new terminal at Charleroi Airport in Belgium. The airport is dominated by low cost carriers and the terminal was designed specifically to accommodate these airlines. We specialised in the efficiency of the operation, IT solutions and passenger processing to accommodate large peaks in traffic. Our design also included BHS, IT and specialist systems. We also provide Programme and Construction Management to completion and start up of operations.

| Technical Advisor – GIP (Gatwick Airport) |  |
|---|---|
| **Technical Advisor to GIP – Gatwick Airport (35 mppa)** | |
| **Description**<br>EC Harris was appointed in 2010 Gatwick Airports Technical Advisor to support their Investor, GIP and the Capital Development Team with their €1,2 billion investments at the airport. EC Harris has 30 full time staff located on site at the airport working with the development team at Gatwick to deliver its capital investment program. We are providing, Development Managers, Field Engineers, Project Managers, Construction Managers, Cost Managers and Master Planning / Design specialists as Gatwick implements its modernisation of its North and South Terminals, BHS systems and upgrade of the airfield. | |

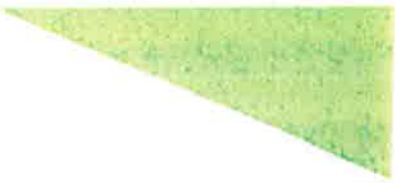
## 5. Organisational and Administrative Capability

We operate across a number of sectors. Our experts have specific sector knowledge, expertise and experience. We understand the challenges faced within each sector and provide effective solutions to clients to address these.

We systematically invest in our employees and their capabilities, promote self-development and reward high performance. We combine our comprehensive sector-based knowledge and industry-leading IT with resources located throughout the world. Our innovative workforce has access to global expertise, allowing for the successful delivery of commercially viable solutions.

## 6. Capacity to Meet Obligations

EC Harris is an established organisation (formed May 1911). EC Harris provides Professional Indemnity Insurance on all our projects at a level commensurate with the size and complexity of the project where we are providing our services. EC Harris confirms that we are fully compliant with the terms set out in the Request for Proposal, dated 4 February 2014 paragraph 4.1.9 (c) (iii).



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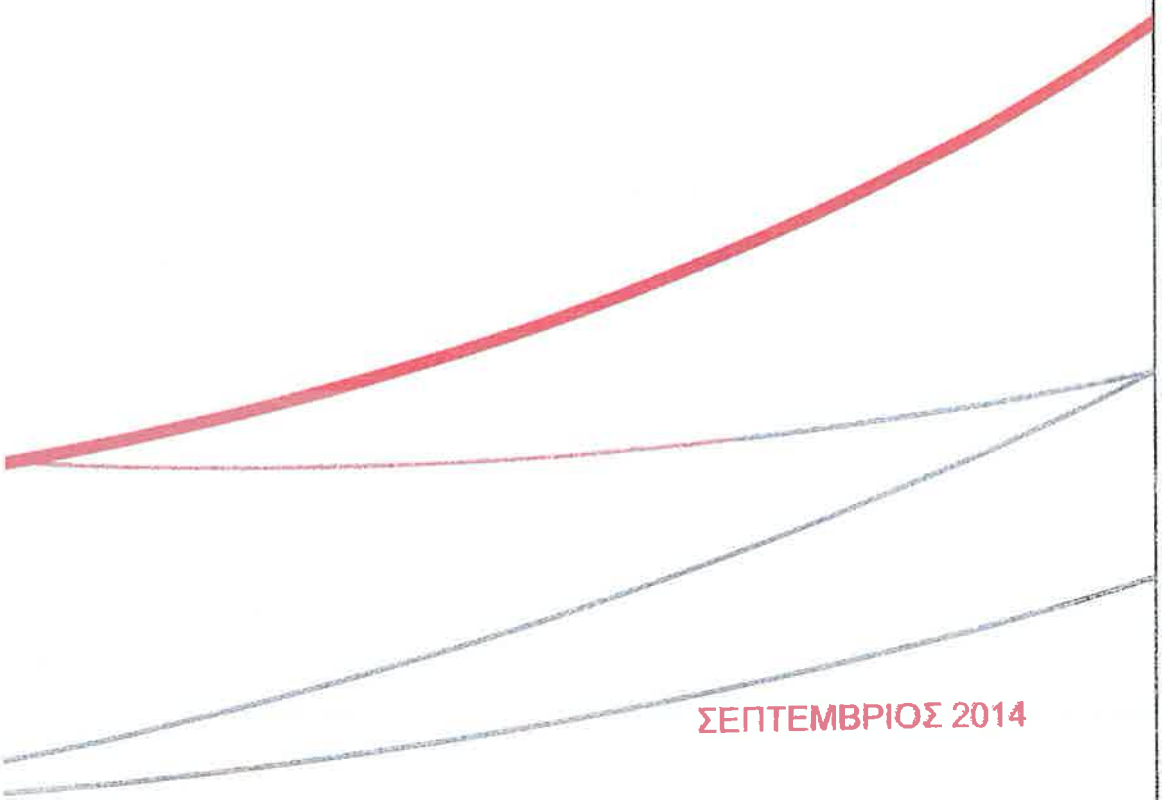
# ΕΠΙΣΚΟΠΗΣΗ ΕΤΑΙΡΕΙΑΣ



ΣΕΠΤΕΜΒΡΙΟΣ 2014

EC HARRIS
BUILT ASSET
CONSULTANCY
AN ARCADIS COMPANY

## ΣΤΟΙΧΕΙΑ ΕΠΙΚΟΙΝΩΝΙΑΣ

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*An ARCADIS Company*
*EC Harris LLP is part of the ARCADIS Group of Companies*

## Περιεχόμενα


1. Εισαγωγή
   1.1 Διεθνής Δυναμική και Ικανότητα
2. Όνομα Εταιρείας
3. Στοιχεία Επικοινωνίας
4. Κριτήρια Επιλεξιμότητας για το ρόλο του Ανεξάρτητου Συμβούλου Μηχανικού

   4.1 Συγκεκριμένες Αναφορές Έργων βάσει των Απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς

   **Σχεδιασμός Αεροδρομίου (15 εκατ. Επιβάτες ετησίως)**

   **Περιγραφή**

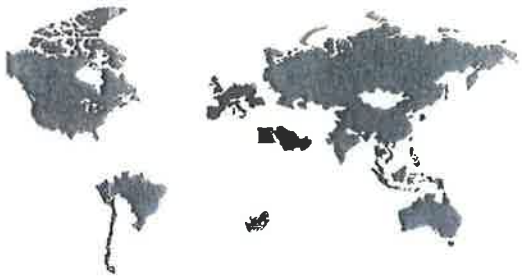
   **Σχεδιασμός Αεροδρομίου (7 εκατ.επιβάτες ετησίως)**

   **Περιγραφή**

   **Τεχνικός Σύμβουλος προς την GIP – Αεροδρόμιο Gatwick (35 κατ. Επιβάτες ετησίως)**
   **Περιγραφή**

5. Οργανωτική Ικανότητα και Ικανότητα Διαχείρισης
6. Ικανότητα Εκπλήρωσης Υποχρεώσεων

# 1. Εισαγωγή



Η εταιρεία EC Harris είναι μέλος του ομίλου εταιρειών της ARCADIS Group, και αριθμεί πάνω από 22,000 ανθρώπινο δυναμικό σε ολόκληρη την υφήλιο με 2.5 δις € έσοδα και συνίσταται από ένα διευρυμένο διεθνές δίκτυο το οποίο υποστηρίζεται δυναμικά από την εκάστοτε τοπική αγορά. Η εταιρεία μας βρίσκεται διεθνώς ανάμεσα στις 10 πρώτες στον τομέα παροχής υπηρεσιών συμβούλων μηχανικών και διαχείρισης έργων. Στην Ευρώπη, Βραζιλία και Χιλή η εταιρεία μας βρίσκεται ανάμεσα στις 5 πρώτες. Στον τομέα της παγκόσμιας περιβαλλοντικής διαχείρισης η εταιρεία μας καταλαμβάνει μια από τις 3 πρώτες θέσεις.

Η εταιρεία μας δραστηριοποιείται σε περισσότερες από 40 χώρες με περισσότερα από 300 γραφεία όπως:

***Ευρώπη***: Βέλγιο, Τσεχία, Γάλλια, Γερμάνια, Ουγγαρία, Ιταλία, Ολλανδία, Πολωνία, Ρουμανία, Ρωσία, Σερβία, Ισπανία, Σλοβακία, Ελβετία, Ηνωμένο Βασίλειο.

***Νότια και Λατινική Αμερική***: ΗΠΑ, Καναδάς, Βραζιλία, Χιλή, Περού

***Λοιπές Χώρες***: Μπρούνεϊ, Κίνα, Χονγκ Κονγκ, Ινδία, Ινδονησία, Κορέα, Μακάο, Μαλαισία, Ομάν, Πακιστάν, Φιλιππίνες, Κατάρ, Σαουδική Αραβία, Σιγκαπούρη, Ταιβάν, Ταϊλάνδη, Ην. Αραβικά Εμιράτα, Βιετνάμ.

## 1.1 Διεθνής Δυναμική και Ικανότητα



Η EC Harris, μέλος του ομίλου ARCADIS Group, είναι μια επιτυχημένη διεθνής εταιρεία παροχής συμβουλευτικών υπηρεσιών στον τομέα των Ακίνητων Περιουσιακών Στοιχείων (Built Asset Consultancy) σε τομείς όπως τα έργα υποδομής, ο βιομηχανικός τομέας, η αγορά ακινήτων (real estate) και ο κατασκευαστικός τομέας, προσφέροντας στους πελάτες της εξειδικευμένες υπηρεσίες συμβούλου σε όλα τα στάδια ολοκλήρωσης του έργου. Παρέχουμε στους πελάτες μας λύσεις οι οποίες είναι μακροπρόθεσμα βιώσιμες και οι οποίες αντιμετωπίζονται μέσα στο πλαίσιο των επιχειρηματικών τους αναγκών και όχι απλά σαν μεμονωμένα έργα.

Ο Τομέας Αεροδρομίων της εταιρείας μας διαθέτει την εμπειρία, την τεχνογνωσία τις σχέσεις και την ικανότητα να διεκπεραιώνει και να παραδίδει επιχειρηματικές λύσεις που απαιτούν οι Ιδιωτικές ή Κρατικές εταιρείες αεροδρομίων, εταιρείες λειτουργίας και διαχείρισης αεροδρομίων, επενδυτές, προμηθευτές για κάθε είδους Αεροπορικές Κατασκευές .

Η εμπειρία μας έχει αποδείξει ότι πολύ σπάνια οι προκλήσεις που αντιμετωπίζουν οι Πελάτες μας μπορούν να αντιμετωπιστούν με μια μονοσήμαντη παραδοσιακή παροχή υπηρεσίας συμβούλου. Εμείς έχουμε την ικανότητα να αντιλαμβανόμαστε τις συγκεκριμένες ανάγκες των πελατών μας και να δημιουργούμε πρωτοπόρες εφαρμογές ενός ευρέως φάσματος καινοτόμων αλλά και παραδοσιακών μεθόδων ώστε να παραδίδουμε ρεαλιστικά/πραγματικά αποτελέσματα στους πελάτες μας.

Ο Τομέας Αεροδρομίων της εταιρείας μας, προσφέρει υψηλής ποιότητας επαγγελματικές υπηρεσίες στον τομέα της αεροπορικής μεταφοράς, εξασφαλίζοντας σημαντικά λειτουργικά και επιχειρηματικά οφέλη στους πελάτες μας.

Η μέχρι τώρα επιτυχημένη πορεία μας σε μεγάλο αριθμό σημαντικών αεροπορικών έργων δίνει στους πελάτες μας εμπιστοσύνη για την ικανότητα μας να παραδίδουμε υψηλής ποιότητας, οικονομικά αποδοτικές λύσεις με χρονική συνέπεια και εντός προϋπολογισμού. Οι υπηρεσίες μας περιλαμβάνουν:

- Υπηρεσίες διαχείρισης Κόστους (Cost Management)
- Διαχείριση Χρονοδιαγράμματος και Κατασκευής (Programm & Construction Management)
- Ρυθμιστικά Σχέδια (Master Planning) και Υπηρεσίες Σχεδιασμού (Design Services)
- Μελέτες Πρόβλεψης Κίνησης (Traffic Forecasting), Αξιολόγηση της Αγοράς (Market Assessments)
- Επιχειρησιακή Ετοιμότητα και Δόκιμες Συστημάτων (Operational Readiness and Testing)
- Επενδύσεις και Υπηρεσίες Ελέγχου (Investment and Due Diligence)
- Διαχείριση Αεροπορικής Κίνησης & Μελέτες Αεροναυτιλίας (Air Traffic Management & Communication Navigation Surveillance Consultancy)
- Στρατηγικές & Κανονισμοί & Τεκμηρίωση (Policy & Regulation & Documentation)
- Μελέτες Πληροφοριών, Επικοινωνιών και Τεχνολογίας Αεροδρομίων (Information, Communications & Technology for Airports)
- Διασφάλιση Συστημάτων Πληροφορικής και Τεχνολογίας ICT (Information Communication Technology Systems Assurance)
- Μελέτες Ασφάλειας και Επικινδυνότητας (Safety and Risk Engineering) και Μελέτες Επιχειρησιακά Κρίσιμων Συστημάτων (Business Critical Systems)
- Περιβαλλοντική Αξιολόγηση (Environmental Assessment)

Όλες οι παραπάνω υπηρεσίες είναι οι βασικοί κλάδοι από τους οποίους απορρέουν τα προϊόντα μας για την Αεροπορική Βιομηχανία και οι λύσεις που παρέχουμε. Είναι επίσης οι βασικές αρχές βάσει των οποίων ικανοποιούμε τις απαιτήσεις των πελατών μας.

Η ομάδα του Τομέα Αεροδρομίων της εταιρίας μας στελεχώνεται με πάνω από 240 επαγγελματίες της Αεροπορικής Βιομηχανίας και των συμβουλευτικών υπηρεσιών που προσφέρουν οικονομικά αποδοτικές και λειτουργικές λύσεις στην εν λόγω βιομηχανία. Ο Τομέας Αεροδρομίων της εταιρείας μας έχει ετήσιο κύκλο εργασιών €30 εκατομμυρίων και αναλαμβάνει έργα σχεδιασμού αεροσταθμών αεροδρομίων (terminals), υποδομών χώρων ελεγχόμενης πρόσβασης (airside) και χώρων αστικής πρόσβασης (landside). Οι μηχανικοί μας, , αρχιτέκτονες, σχεδιαστές, μηχανικοί οργάνωσης και διαχείρισης κατασκευών, επιστήμονες επιχειρησιακής έρευνας, ειδικευμένοι οικονομολόγοι, αναλυτές κοστολόγησης έχουν πολύ μεγάλη εμπειρία σε έργα αεροδρομικής υποδομής.

Σε περίπτωση επιτυχούς επιλογής μας, η προτεινόμενη ομάδα μας που θα αναλάβει τον ρόλο του Ανεξάρτητου Μηχανικού θα αποτελείται από Έλληνες καθώς και διεθνείς εμπειρογνώμονες της αεροπορικής βιομηχανίας. Ο επικεφαλής της ομάδας μας, Αλέξανδρος Νούτσος, είναι Έλληνας υπήκοος και Πολιτικός Μηχανικός. Κατείχε σημαντικές θέσεις στον Διεθνή Αερολιμένα Αθηνών υποστηρίζοντας τόσο τον Κατασκευαστή όσο και την Εταιρεία Διαχείρισης του Αεροδρομίου.

Μετά την λήξη της θητείας του στον Διεθνή Αερολιμένα Αθηνών το 2008 διετέλεσε Δ/της Τεχνικών Υπηρεσιών στο Διεθνές Αεροδρόμιο Queen Alia, υπεύθυνος για λογαριασμό του Διαχειριστή του Αεροδρομίου και Επενδυτή για το σχεδιασμό, κατασκευή και λειτουργία έναρξης του καινούργιου επιβατικού αεροσταθμού, ικανότητας 9 εκατομμυρίων επιβατών ετησίως.

Το 2013, ο κ. Νούτσος διατέλεσε Δ/ντης Τεχνικών Υπηρεσιών στο Διεθνές Αεροδρόμιο του Sao Paulo για την κατασκευή του 3ου επιβατικού αεροσταθμού (TPS3) (αεροσταθμός 200.000μ2 και 20 εκ. επιβατών ετησίως) για το Παγκόσμιο Πρωτάθλημα Ποδόσφαιρου. Μετά την έναρξη

λειτουργίας του αεροσταθμού τον Μάιο του 2014, ο κ. Νούτσος είναι Υπεύθυνος Σχεδιασμού στο Διεθνές Αεροδρόμιο της Λίμα στο Περού, όπου είναι υπεύθυνος για την εκπόνηση του σχεδιασμού (προμελέτη, μελέτη εφαρμογής και σύνταξη τευχών δημοπράτησης) για την αναβάθμιση του υπάρχοντος αεροσταθμού, νέου ενδιάμεσου αεροσταθμού, νέου διαδρόμου 3.500μ, , υποδομής χώρων ελεγχόμενης πρόσβασης, εμπορευματικού σταθμού, κτίριο διάσωσης και πυροσβεστικής υπηρεσίας, πύργου έλεγχου και εγκαταστάσεων αστικής πρόσβασης.

Ο Αλέξανδρος Νούτσος θα υποστηρίζεται από ομάδα Ελλήνων και αλλοδαπών μηχανικών (πολιτικών μηχανικών, μηχανολόγων και ηλεκτρολόγων) καθώς επίσης και σχεδιαστών αεροδρομίων και ειδικών κοστολογήσεων, που έχουν εμπειρία στον σχεδιασμό αεροδρομίων, ενώ μέλη της ομάδας έχουν ευρεία εμπειρία σε θέσεις ανεξάρτητου συμβούλου μηχανικού σε αεροδρόμια όπως τα Queen Alia International Airport, Διεθνής Αερολιμένας Αθηνών, Αεροδρόμιο Λάρνακας και Πάφου, καθώς και τεχνικού συμβούλου για πολυάριθμες εταιρίες λειτουργίας και διαχείρισης αεροδρομίων, όπως το Διεθνές Αεροδρόμιο του Δελχί, το Αεροδρόμιο Heathrow, το Αεροδρόμιο Gatwick, το Αεροδρόμιο του Sao Paolo και έχουν υποστηρίξει το Πορτογαλικό Δημόσιο για την πώληση/ιδιωτικοποίηση του δικού του δικτύου αεροδρομίων.

Η ομάδα θα είναι υπεύθυνη σύμφωνα με τις προδιαγραφές του άρθρου 21 της Σύμβασης Παραχώρησης για την επίβλεψη των Επικείμενων Έργων, επιθεώρηση και έκδοση του πιστοποιητικού παράδοσης των Έργων του Δημοσίου, παρακολούθηση των εργασιών (χρονοδιάγραμμα υλοποίησης και κόστος), αξιολόγηση συνθηκών των εγκαταστάσεων, έλεγχο και έγκριση των σχεδίων υλοποίησης ανακαίνισης, διασφάλιση ποιότητας, παρακολούθηση εργοστασιακών δοκιμών προμηθευτών, διαχείριση όποιων αλλαγών και διαφοροποιήσεων απαιτηθούν, παρακολούθηση της εφαρμογής των εγκεκριμένων περιβαλλοντικών όρων, πιστοποίηση των δοκιμαστικών αρχαιολογικών τομών, επίβλεψη των εργασιών κατασκευής, έλεγχο και έγκριση μελετών/σχεδίων, έλεγχο, και επιβεβαίωση ότι η εφαρμογή του Ρυθμιστικού Σχεδίου και των Επικείμενων Έργων συμβαδίζει με τις απαιτήσεις της επιβατικής κίνησης και ικανοποιούν τον αρχικό στόχο.

Η ποιότητα και η πληθώρα των ικανοτήτων της ομάδας με την εκτεταμένη εμπειρία και την ικανότητα σε καινοτόμες λύσεις, παρέχει υψηλής ποιότητας συμβουλευτικές υπηρεσίες με προστιθέμενη άξια και απτά οφέλη. Η EC Harris έχει ήδη κερδίσει μια εξαιρετική φήμη στην παράδοση υψηλής ποιότητας σχεδιασμού έργων αεροδρομίων καλύπτοντας τις απαιτήσεις των πελατών, με χρονική συνέπεια και εντός του οικονομικού προϋπολογισμού.

## 2. Όνομα Εταιρείας

**EC Harris International Limited (Μέλος της Arcadis Group)**

Αριθμός: 01093549

Ανώνυμη Εταιρεία καταχωρημένη στην Αγγλία και στην Ουαλία.

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## 3. Στοιχεία Επικοινωνίας

**Paul Willis**

*paul.willis@arcadis.com*

*www.echarris.com*

**Global Head of Aviation Sector**

## 4. Κριτήρια Επιλεξιμότητας για το ρόλο του Ανεξάρτητου Συμβούλου Μηχανικού

Παραθέτουμε κατωτέρω μερικά από τα έργα της EC Harris στον τομέα των Αεροπορικών Μεταφορών τα οποία έχουν ολοκληρωθεί ή βρίσκονται σε εξέλιξη τα τελευταία χρόνια:

1. Νέο Αεροδρόμιο Λισσαβόνας Πορτογαλία: Master Plan, Προμελέτη, Μελέτη Οικονομικής Βιωσιμότητας Έργου, Εκτίμηση CAPEX, OPEX, Μελέτες Πρόβλεψης Κίνησης, Τεχνικές Προδιαγραφές και Προμελέτη Σχεδιασμού Πληροφορικής και Επικοινωνίας;
2. Αεροδρόμιο Μασσαλίας, Master Plan, Διαχείριση Προγράμματος Σχεδιασμού Αεροσταθμού (Terminal Design Programme Management), Διαχείριση Κόστους και Εμπορική Διαχείριση (Cost and Commercial) και την Μελέτες Ανάλυσης Οφελών (Business Benefits);
3. Διεθνής Αερολιμένας Αθηνών, ανεξάρτητος μηχανικός για τον Σχεδιασμό και Κατασκευή του αεροδρόμιου, Τεχνικός Σύμβουλος Λειτουργίας του αεροδρόμιου κατά την διάρκεια των Ολυμπιακών Αγώνων και του Champions League της UEFA;
4. Λάρνακα Κύπρος, υποστήριξη του ανεξάρτητου μηχανικού για τα εξειδικευμένα συστήματα του αεροδρομίου (VDGS, CUTE, CUSS, AODB, PBB etc.) και την Λειτουργία Έναρξης (Operational Readiness) and λειτουργία εκκίνησης για την περιοχή ελεγχόμενης πρόσβασης και για τα συστήματα αεροναυτιλίας. Εκπόνηση των Προδιαγραφών Αδειοδότησης (Licensing Requirements), εκπόνηση Εγχειριδίου Λειτουργίας του Αεροδρομίου (Aerodrome Operational Manual) και όλων των Πρότυπων Διαδικασιών Λειτουργίας (Standard Operational Procedures).
5. Σιγκαπούρη, Changi Airport, Τεχνικές Μελέτες Αξιολόγησης Ασφάλειας και Επικινδυνότητας (Safety & Risk Assessments) για την υποστήριξη της ανάπτυξης των έργων υποδομής των χώρων ελεγχόμενης και την έγκριση της ανάπτυξης από τον κρατικό φορέα/ρυθμιστή.
6. Αεροδρόμιο Heathrow, Παροχή Υπηρεσιών Συμβούλου για την υποστήριξη του προγράμματος κεφαλαιακής ανάπτυξης ύψους € 4.5 δις . Οι υπηρεσίες μας περιελάμβαναν τη Διαχείριση Προγράμματος (Program Managers) για τον αεροσταθμό T2, τη Διαχείριση Κόστους και την Εμπορική Διαχείριση, Master Planning, τη Διαχείριση Σχεδιασμού, τις Μελέτες Ανάλυσης Οφελών (Benefits Analysis) και Ελέγχους Επικινδυνότητας και Έργου (Risk & Project Controls);
7. Αεροδρόμιο Σάο Πάολο, Διαχείριση Προγράμματος και Κατασκευής για την επέκταση του Νέου Αεροσταθμού έκτασης 200,000 $m^2$, TPS-3 και επίσης Σχεδιασμός Ετοιμότητας Λειτουργίας και Λειτουργίας Έναρξης του Σταθμού;
8. Νέο Αεροδρόμιο Πεκίνου, Προμελέτη του Νέου Αεροσταθμού έκτασης 700,000 $m^2$ για το Νέο Αεροδρόμιο του Πεκίνου;
9. Αεροδρόμιο Μπρούνει, Master planning, Σχεδιασμός χώρων ελεγχόμενης πρόσβασης, και Διαχείριση χρονοδιαγράμματος και κατασκευής για την αναβάθμιση του διαδρόμου προσγείωσης/απογείωσης και τον εκσυγχρονισμό των χώρων ελεγχόμενης πρόσβασης του αεροδρόμιου
10. Αεροδρόμιο Χονγκ Κονγκ, Μελέτη περιβαλλοντικών επιπτώσεων και Ανάπτυξη Στρατηγικής του προτεινομένου 3ου διαδρόμου προσγείωσης/απογείωσης.
11. Αεροδρόμια της Πορτογαλίας, Τεχνικός Σύμβουλος σε μια από τις Κοινοπραξίες που υπέβαλαν προσφορά για τα Αεροδρόμια της Πορτογαλίας. Οι υπηρεσίες περιελάμβαναν μελέτες πρόβλεψης κίνησης, Master planning, CAPEX, OPEX και μελέτη αξιολόγησης εσόδων.

12. Αεροδρόμιο Abu Dhabi, μελέτη/ανάπτυξη σχεδίου λειτουργίας για την υποστήριξη του νέου κτιρίου του αεροσταθμού στο αεροδρόμιο του Abu Dhabi.
13. Διεθνής Εμπορευματικός Σταθμός Heathrow, Master Plan και Στρατηγική Αξιολόγησης του Σταθμού Εμπορευμάτων της αεροπορικής εταιρείας British Airways, προμελέτη των νέων εγκαταστάσεων.
14. Νίκαια, Αεροδρόμιο Κυανής Ακτής (Côte d'Azur Airport) Γάλλια, Στατική μελέτη του νέου πύργου έλεγχου.
15. Διεθνές Αεροδρόμιο Queen Alia, Τεχνικός Σύμβουλος Επένδυσης για την εταιρεία AD και ADPi για την αναδιαμόρφωση του αεροδρομίου;
16. Αεροδρόμιο Δουβλίνου, Αεροσταθμός 1, Τεχνικός Σύμβουλος για την Μελέτη σχεδιασμού και το επιχειρηματικό σχέδιο, του εκσυγχρονισμού του αεροσταθμού 1του Αεροδρομίου του Δουβλίνου.
17. Αεροδρόμιο Μάντσεστερ, Ανάπτυξη της Στρατηγικής διαχείρισης των περιουσιακών στοιχείων και ακινήτων του αεροδρομίου για την λειτουργία και συντήρηση των αεροδρομίων που είναι υπό την διαχείριση και ανήκουν στον Όμιλο του Αεροδρομίου του Μάντσεστερ.(Αεροδρόμια Manchester, Stansted, East Midlands and Bournemouth).
18. London City Airport, Διαχείριση Έργου και Κόστους (Project and Cost Managers) για την αναδιαμόρφωση του αεροδρομίου.

## 4.1 Παραδείγματα/Αναφορές έργων βάσει της απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς

**Διεθνές Αεροδρόμιο Jorge Chavez, Λίμα, Περού**



**Σχεδιασμός Αεροδρόμιου(15 εκατ. Επιβάτες ετησίως)**

**Περιγραφή**

Η εταιρεία LAP (Lima Airport Partners) ανάθεσε στην EC Harris να ανασχεδιάσει τον υπάρχοντα αεροσταθμό, να σχεδιάσει ένα νέο ενδιάμεσο αεροσταθμό, ένα σταθμό εμπορευμάτων, ένα νέο πύργο ελέγχου καθώς επίσης και ένα νέο παράλληλο διάδρομο καθώς και υποστηρικτικές εγκαταστάσεις χώρων αστικής πρόσβασης. Το έργο επίσης περιλαμβάνει σχεδιασμό συστημάτων πληροφορικής, ασφάλειας, διαχείρισης αποσκευών, και συστημάτων πλοήγησης και άλλων εξειδικευμένων συστημάτων αεροπλοΐας. Το έργο έχει διάρκεια 20 μήνες και περιλαμβάνει βασικό σχεδιασμό (master planning), προμελέτες, μελέτες εφαρμογής και τεύχη δημοπράτησης για την φάση κατασκευής.

**Σχεδιασμός Νέου Αεροσταθμού του Αεροδρομίου Charleroi, Βρυξέλλες, Βέλγιο**



| Σχεδιασμός Αεροδρομίου (7 εκατ. Επιβάτες ετησίως) |
|---|
| **Περιγραφή**<br>Η EC Harris (Arcadis) παρέδωσε τις λεπτομερείς μελέτες σχεδιασμού και κατασκευής για το νέο αεροσταθμό του Αεροδρομίου Charleroi στο Βέλγιο. Το αεροδρόμιο εξυπηρετεί κυρίως αεροπορικές εταιρείες χαμηλού κόστους και έτσι σχεδιάστηκε ακριβώς για αυτό τον σκοπό. Η εταιρεία μας στόχευσε στην αποτελεσματικότητα της λειτουργίας, των συστημάτων πληροφορικής και στο μεγάλο αριθμό επιβατών που πρέπει να εξυπηρετηθούν τις ώρες αιχμής. Ο σχεδιασμός μας περιελάμβανε επίσης σχεδιασμό συστήματος διαχείρισης αποσκευών, μηχανογράφησης και άλλων εξειδικευμένων συστημάτων. Επίσης παρείχαμε Διαχείριση Χρονοδιαγράμματος και Κατασκευής έως την ολοκλήρωση της κατασκευής των έργων και την έναρξη της λειτουργίας του. |

| **Τεχνικός Σύμβουλος – GIP (Αεροδρόμιο Gatwick)**  |
|---|
| Τεχνικός Σύμβουλος GIP – Αεροδρόμιο Gatwick (35 κατ. Επιβάτες ετησίως) |
| **Περιγραφή**<br>Η EC Harris ορίστηκε το 2010 από την Gatwick Airports ως Τεχνικός Σύμβουλος για να υποστηρίξει τον επενδύτη τους GIP και την Ομάδα Ανάπτυξης στα επενδυτικά έργα κόστους € 1,2 δις στο αεροδρόμιο. Η EC Harris έχει 30 άτομα μόνιμο προσωπικό στο αεροδρόμιο το οποίο εργάζεται μαζί με την ομάδα ανάπτυξης στο Gatwick για αυτό το συγκεκριμένο επενδυτικό πρόγραμμα. Η ομάδα μας αποτελείται από διευθυντές ανάπτυξης, μηχανικούς έργου, υπεύθυνους εργοταξίου, διευθυντές κατασκευών, διευθυντές κοστολόγησης, διευθυντές σχεδιασμού και master plan καθώς το Gatwick αναβαθμίζει/ανακατασκευάζει τον Βόριο και Νότιο αεροσταθμό, το σύστημα διαχείρισης αποσκευών και τον χώρο ελεγχόμενης πρόσβασης. |

## 5. Οργανωτική Ικανότητα και Ικανότητα Διαχείρισης

Λειτουργούμε σε πολλούς τομείς. Οι ειδικοί μας έχουν εξειδικευμένες γνώσεις στον τομέα τους, τεχνογνωσία και εμπειρία. Αντιλαμβανόμαστε τις προκλήσεις σε κάθε τομέα και παρέχουμε αποτελεσματικές λύσεις στους πελάτες μας ώστε να αντιμετωπίσουν αυτές τις προκλήσεις.

Η εταιρεία μας επενδύει συστηματικά στους υπαλλήλους μας και στις ικανότητές μας, προωθεί την προσωπική τους ανέλιξη και επιβραβεύει την υψηλή απόδοση. Συνδυάζουμε την ολοκληρωμένη ανά τομέα γνώση μας και τα πιο σύγχρονα τεχνολογικά μέσα με πόρους σε όλον τον κόσμο. Το καινοτόμο εργατικό δυναμικό μας διαθέτει πρόσβαση στη διεθνή τεχνογνωσία επιτρέποντας έτσι την επιτυχημένη εκπόνηση και παράδοση εμπορικά βιώσιμων λύσεων.

## 6. Ικανότητα Εκπλήρωσης Υποχρεώσεων

Η εταιρεία EC Harris ιδρύθηκε τον Μάιο 1911. Η εταιρεία μας παρέχει Ασφάλιση Επαγγελματικής Ευθύνης (Professional Indemnity Insurance) σε όλα τα έργα που αναλαμβάνει και σε επίπεδο που αναλογεί στο μέγεθος και την πολυπλοκότητα του κάθε έργου για το οποίο παρέχουμε τις υπηρεσίες μας. Η EC Harris επιβεβαιώνει ότι συμμορφώνεται απόλυτα με τους όρους που αναγράφονται στην Πρόσκληση Υποβολής Προσφοράς με ημερομηνία 4 Φεβρουαρίου 2014, παράγραφος 4.1.9 (C)(iii).

EC HARRIS LLP
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Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.

Αθήνα, 06/10/2014

Η μεταφράζουσα και βεβαιούσα
Δικηγόρος

ΙΡΙΣ Ι. ΠΑΛΛΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
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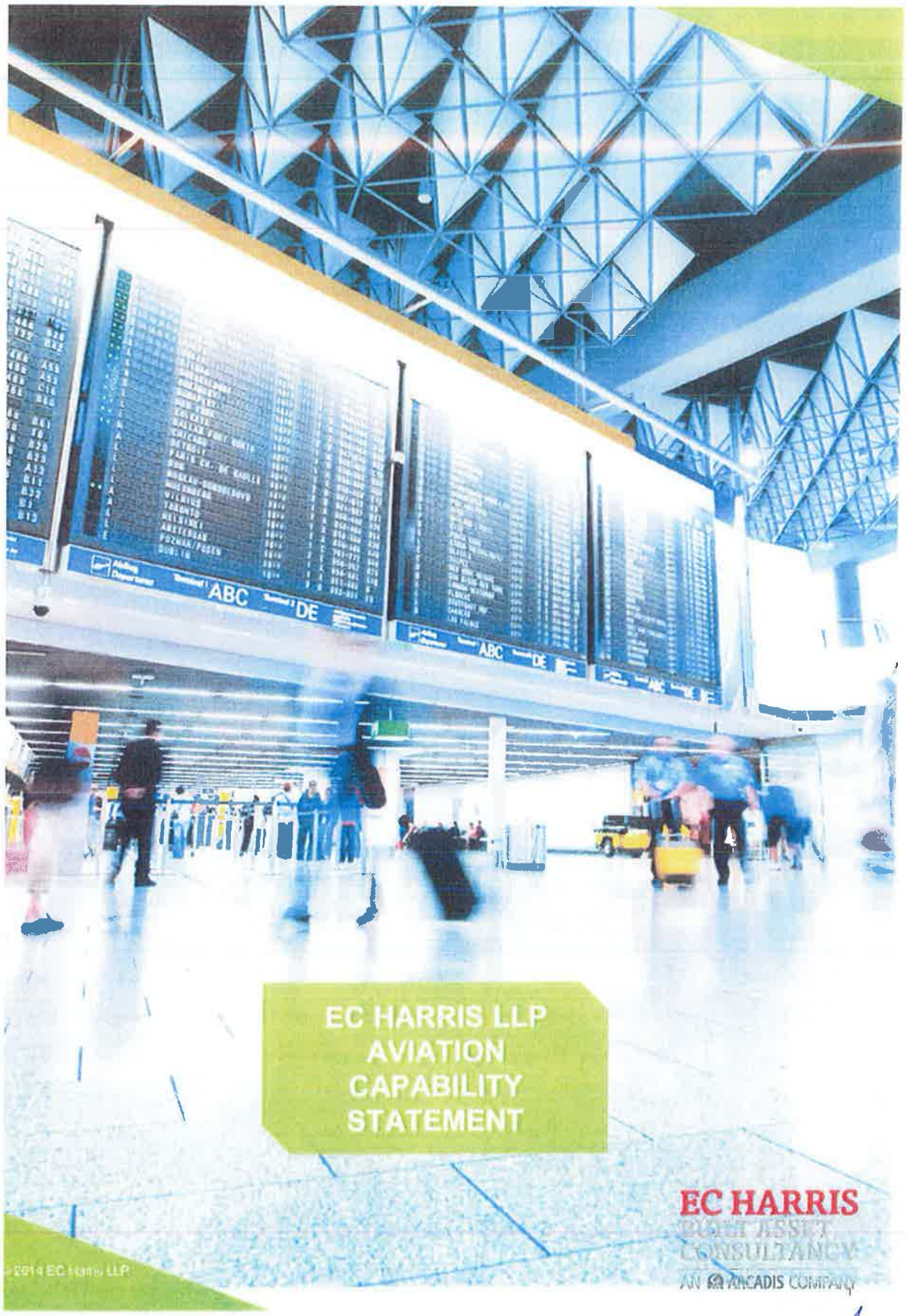
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EC HARRIS LLP
AVIATION
CAPABILITY
STATEMENT
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# EC HARRIS CAPABILITY STATEMENT

Prepared by: Paul Willis
Global Head of Aviation
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# ABOUT US

EC Harris is a successful global built asset consultancy in the infrastructure, industrial, real estate and construction sectors that offers clients expertise at all stages of the product life cycle. We offer our clients solutions that are robust in the long term, and are viewed within the context of their business needs rather than as simple one-off exercises. EC Harris' reputation is founded upon delivering better value results to clients through the provision of business support and project services. Established in London in 1911, EC Harris now operates with over 3,000 staff in over 40 offices in 28 counties worldwide, specialising in the strategic control and management of construction projects and facilities.

Our experience shows that the challenges faced by our Clients are rarely met through the provision of singular traditional professional services. It is our ability to understand the specific needs of clients and our innovative application of a wide range of both new to the industry and traditional skills that delivers real results.

The EC Harris Aviation Sector has the experience, knowledge, relationships and skills to deliver business solutions required by Public and Private Airport Owners, Operators, Acquirers and Vendors when dealing with all forms of Aviation Built Assets.

Our Aviation Sector offers high quality professional services to the aviation industry bringing significant operational and business benefits to our clients.






## SERVICES & PRODUCTS

Our successes to date on a number of high profile aviation projects gives our customer's confidence in our ability to deliver high quality cost effective solutions on time and on budget. Our services include:

- £€$ nagement Services
- me & Construction Management
- Planning & Design Services
- Capacity Studies & Simulation
- orecasting , Market Assessments and Route Development Support
- nal Readiness and Testing
- ent & Due Diligence
- ic Management & CNS Consultancy
- Regulation & Documentation
- ion, Communications & Technology for Airports
- tems Assurance
- Safety and Risk Engineering and Business Critical s
- mental Assessment

These services are the cornerstones around which our general Aviation industry products and solutions are derived. They are also the key disciplines around which we deliver our clients' requirements.




## COST AND COMMERCIAL MANAGEMENT

Our experience of working in complex airport environments within the UK and internationally, gives us significant knowledge and insight together with our understanding of the challenges you face allows us to deliver the following benefits:

- Demonstrable value for money
- Integrated and affordable solutions
- Access to external benchmarks and standards
- Predictability and certainty of outcomes
- Benefits of competition realised in outturn costs
- Commercial protection and advantage
- Rigorous application of mandatory processes
- Stakeholder acceptance
- Commercial planning to enable informed decision making

Our Cost and Commercial function is underpinned by the ability of our people to integrate and influence all members of the programme, project teams and supply chain to make this happen. We combine our knowledge and insight with Cost and Commercial expertise from other sectors and geographies, which bring new ideas, innovation, best practice and the required continuous improvement.

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# PROGRAMME AND CONSTRUCTION MANAGEMENT

As one of the world's most dynamic industries, with a truly global perspective on its business development, there is a continual need to develop infrastructure to meet ever changing passenger and airline requirements.

But do you know:

- If you have the right evidence to support capacity and investment decisions?
- The trigger point for new infrastructure development?
- The impact of increased traffic levels on delays and service?

To help our clients answer these questions, we have developed a number of strategic aviation services that bring certainty in an uncertain market. Whether it is our airport capacity studies which integrate passenger forecasts, planning and CAPEX spend; or airside, airspace and passenger simulation which evaluates the benefits of infrastructure investment prior to implantation, we maximise our clients efficiency agenda through predictability.




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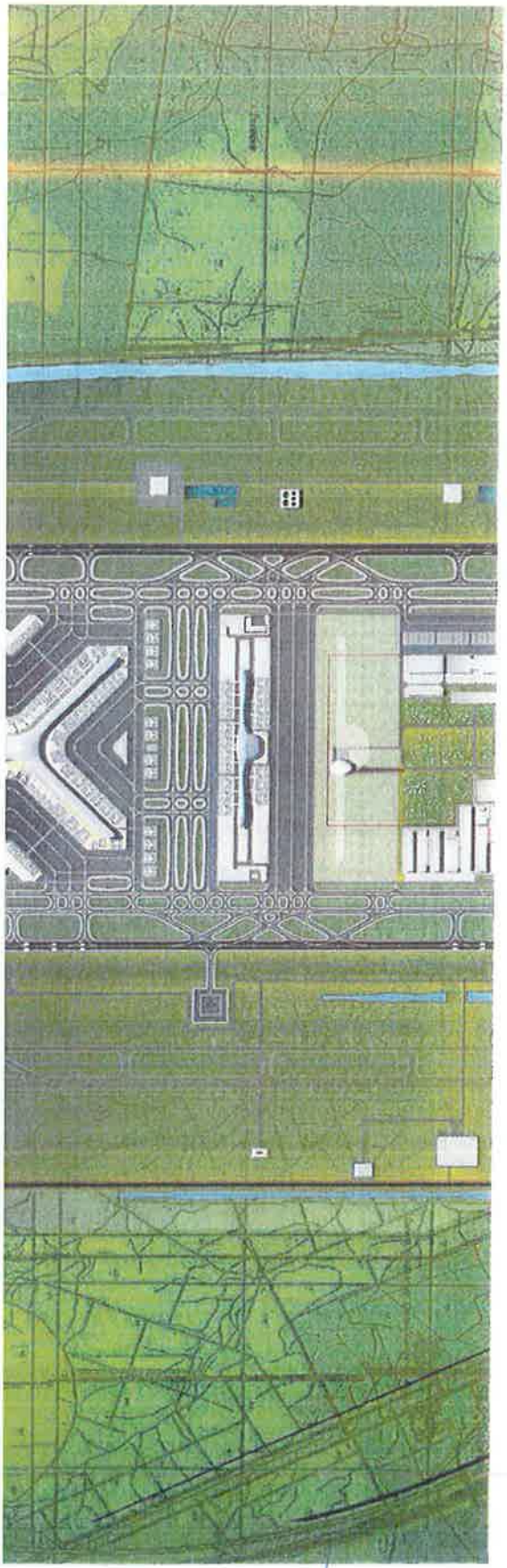

## MASTER PLANNING AND DESIGN SERVICES

With a wealth of airport planning and industry knowledge our team offers planning & design management supervision to airport operators, developers and ATC service providers, engineer consultants and architects. Our range of master planning and design management services include:

- Airport Master Planning
- Airside Planning
- RET Placement
- RESA Design
- Retail and Commercial Development
- Design Management & Coordination
- CAPEX, OPEX & Revenue Modelling
- CNS-ATM & Airspace Planning
- Resource Planning
- Terminal Flow Management
- Facilities Planning and Sizing
- Minimum Technical Requirements Development

An ICT Master Plan should sit beside your Airport Master Plan as the mechanism for budgeting, staff management and process development. EC Harris will give you the confidence that your plan will lead to success in your ICT Operations.

The benefits of bringing us onto your team include:

- We provide an independent and unbiased view of your ICT environment
- We understand that your airport is unique and will develop a plan that matches your specific needs
- We bring a range of systems, people and process experience from a number of airport projects around the globe
- We have a culture of transferring knowledge and experience to leave a legacy of understanding from the ICT Planning process
- We are able to call upon an unrivalled amount of specific expertise to develop a plan that works for your airport.

EC HARRIS
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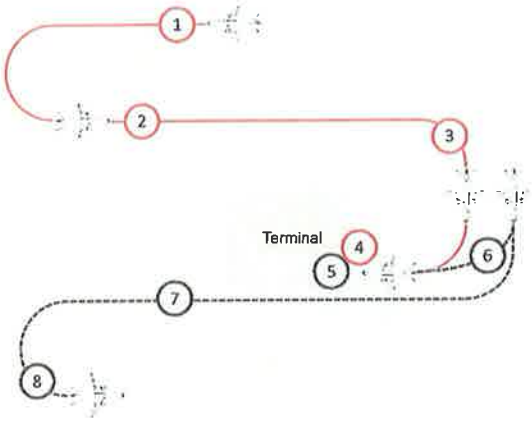
CONSULTANCY
AN ARCADIS COMPANY

# AIRPORT CAPACITY STUDIES AND SIMULATION

Our team offers a unique blend of operational and simulation expertise in tackling airport capacity and efficiency issues to ensure that the airport asset is being used effectively.

With the ability to undertake both static assessments using our range of in house capacity assessment tools as well as our extensive experience in using commercial simulation software such as Simmod PRO! and CAST Modelling the EC Harris team offers a flexible and cost effective solution to our client's capacity and simulation needs including:

- Airside Simulation
- Terminal Simulation
- Airspace Simulation
- Carbon & Emissions Modelling
- Noise & Air Quality Modelling
- Runway Throughput Analysis
- Stand/Gate Capacity Analysis
- Efficiency and Bottleneck Analysis




1 Airborne Holding and Radar Manoeuvring
2 Approach and Landing
3 Arrival Taxi
4 Disembarkation
5 Departure Gate
6 Pushback
7 Departure Taxi
8 Runway Holding and Take-off





# TRAFFIC FORECASTING, MARKET ASSESSMENTS AND ROUTE DEVELOPMENT SUPPORT

Using our in-house model, our forecasting experts have the ability to carry out detailed long range air traffic forecasts using either top down or bottom up approaches according to specific client or study requirements. Our range of services in this area are listed below:

- Short, Medium and Long Range Forecast Development
- Economic forecasting
- Market Sector Analysis and Cost Benefit Analysis
- Bespoke airport forecasts
- Air route demand assessments

Traffic forecasting and the ability to accurately predict future passenger, aircraft movements and cargo demand is fundamental to any airport and the decisions that are required to be made for future investments. The ability to predict future growth in a cost and time effective manner is an essential objective so that airport operator or owner, its executive management and investors can make the right operational and strategic decisions. EC Harris has a vast experience in developing traffic forecasts for numerous international airports, investors and developers. Through these commissions we have built a comprehensive Traffic Forecast Model that we have used on projects for numerous clients. The development of a traffic forecast model and the inputs and outputs that are required differ from client to client and from our experience there is not one model that fits all requirements.

EC Harris has also developed a Route Development Support framework that identifies whether the expected benefits from the proposed route applying for the support outweigh the cost for supporting it and proposes the most appropriate strategy for supporting each route under appraisal. The main strategies that we employ for supporting these routes include:

- Direct funding from the organisations and authorities involved
- Co-marketing strategies with other interested parties
- Connecting cultures and regions
- The grouping of a huge variety of different incentives under a single framework



## OPERATIONAL READINESS AND TESTING

With experience in operational readiness and transfer and testing of airport terminal buildings and airside operations, EC Harris has unique expertise in providing management, co-ordination, stakeholder alignment, trial operations, training and documentation preparation for the opening and transfer of airport operations.

Our services include:

- Facility & Operational Planning
- Stakeholder Coordination & Alignment
- Resource Planning & Contingency Management
- Management & Coordination
- Operational Readiness
- Transfer of Operations
- Staff Training
- Preparation of Standard Operating Procedures

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# INVESTMENT AND DUE DILIGENCE

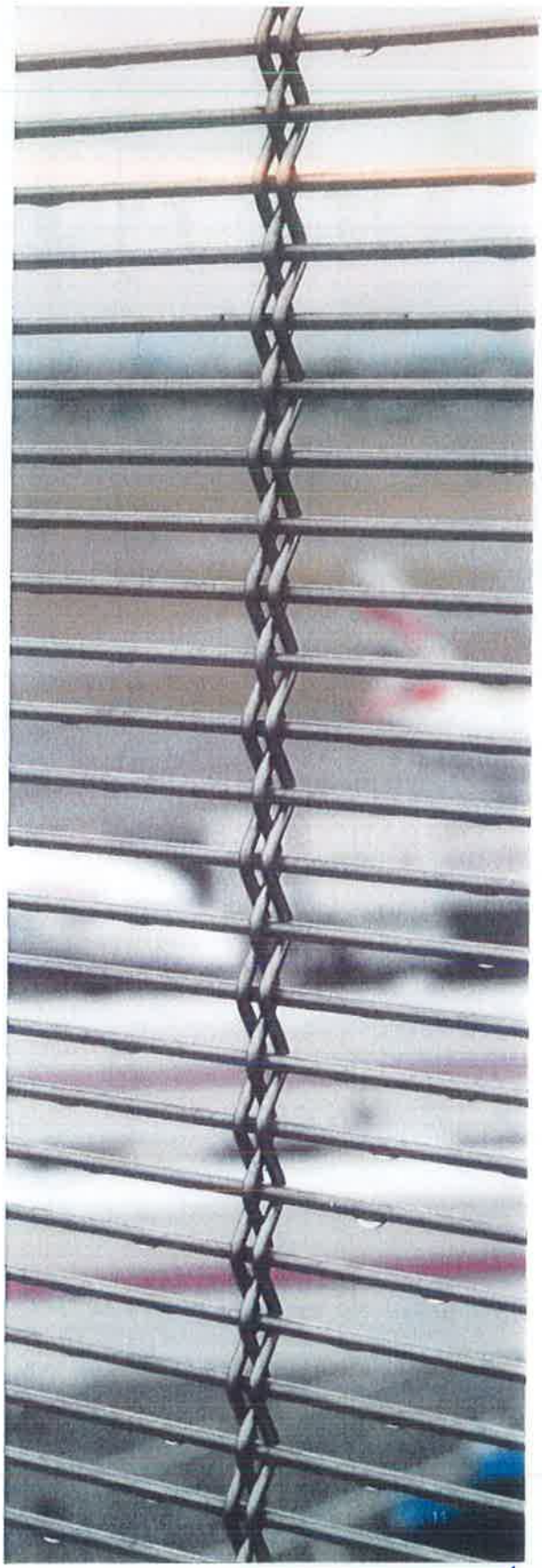
The acquisition of any major asset must be undertaken with extreme care in order to protect the client both during the acquisition and during the lifetime of operational use following the acquisition.

EC Harris has a combined Technical & Operational Team that have developed a process to support investors, developers, vendors and operators with airport privatisation and acquisition initiatives. We can provide the detailed technical and operational support to provide clients with the assurance and certainty throughout the bidding, negotiation, contract award and operation of the airport asset.

Our core skills include:

- Risk & Opportunity Assessment
- Asset Valuation
- Financial Feasibility & Investment advice
- Commercial and Contract Valuation
- Investment & Traffic Scenario Testing
- Integrated CAPEX, OPEX & Revenue Modelling
- Technical & Financial Due Diligence
- ICT Due Diligence
- Feasibility and Business Planning
- Data Room Management
- Environmental Impact

We also have significant experience in undertaking Due Diligence of airport ICT infrastructure. Our professionals can undertake detailed audits of the solutions in place to understand the functionality, maintainability and commercial aspects that might have a major impact upon the acquisition of the airport. From these initial audits we will work with you to develop strategies for acquisition including ICT planning, solution modification or replacement, commercial novation and transition. A major part of this work will be to develop models for acquisition and long term costs relating to the ICT infrastructure.



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## AIR TRAFFIC MANAGEMENT & CNS CONSULTANCY

With a wealth of expertise in this area, our team can provide ATM and CNS consultancy services in the following areas:

- Airspace Planning and Procedure Design
- ICAO Annex 14, FAA and PANS-OPS 8168 obstacle assessment
- Preparation of Aeronautical Information Publications and MATS documentation
- ATC Tower planning and operational support
- Preparation of CNS-ATM Technical & Operational Requirements
- CNS – ATM Risk & Safety Assessments
- Supplier programme and conformance monitoring
- Integration, testing and acceptance management
- Software engineering

We are working globally with ANSP's and their suppliers to help them achieve their safety objectives, and importantly, demonstrate this to the satisfaction of national and international regulators. We can support you with safety training, safety management and safety engineering support. Our Consultants are experts in the application of National and International standards and guidelines including IEC 61508 and RTCA DO 178B.

We offer a wide range of Safety Consultancy services including:

- Hazard and risk assessments
- Specification of safety policies and procedures
- Safety case preparation and maintenance
- Vendor assessment and management

The EC Harris Strategic Aviation Team has a proven record of fulfilling the needs of ANSP's and solution providers, from airport control towers to complete area control centres. Regulatory authorities around the globe have benefitted from our expertise in the specification of safety-management and safety-approval standards and requirements.

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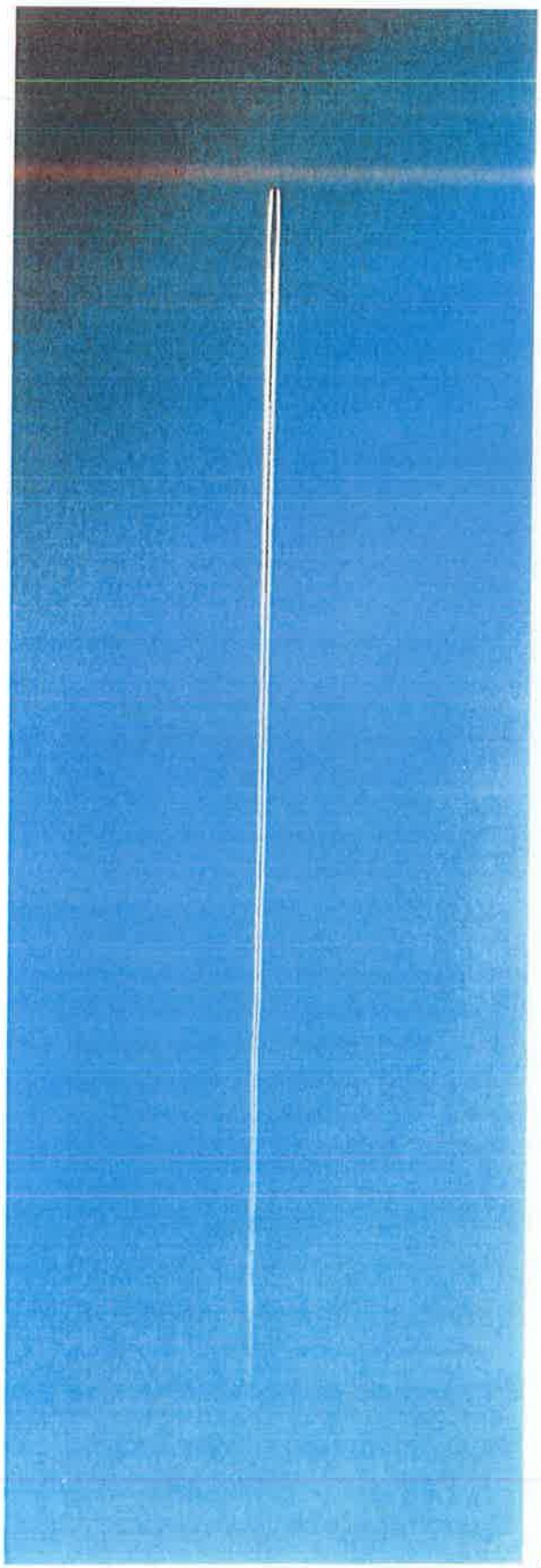
## POLICY, REGULATION & DOCUMENTATION

The continuous requirement for a safe and efficient operation for airport operators, service providers and the general public has resulted in the requirement of Standards and Recommended Practices (SARPs) for assuring a safe and efficient operation on and around an airport. Consequently, the need for national authorities to have clearly defined processes and procedures for the certification and on-going regulation of airports and the national airspace infrastructure is essential.

In addition to Safety Regulation many airports are subject to economic regulation. The application of different regulatory modes such as price caps our rate of return regulation have a direct impact on the capital investment and the average yield per passenger to be charged to the airlines.

Our team is experienced and can offer the following services.

- Certification & Approval
- Economic Regulatory Modelling
- ICAO Annex 14 and CAP168 Audits
- Preparation of Aerodrome Operations Manuals, Standard Operating Procedures, Stand Manuals, Emergency Plans, Contingency Plans etc.
- Risk and Safety Assessments



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A AECOM COMPANY

# INFORMATION, COMMUNICATIONS AND TECHNOLOGY FOR AVIATION

Operating modern airports requires the highest standards in processes and people to deliver safe and efficient service. More and more reliance is being placed upon computer systems to support the demands of the many stakeholders involved. Procuring and managing the development of complex and integrated systems requires specialist skills. Our specialist Information, Communications and Technology Team has an enviable track record in this field, meeting and exceeding the demands of airport builders, operators and system and solution suppliers. We have supplied airport authorities worldwide with expertise throughout their projects, ensuring that suppliers deliver solutions that work correctly, are on time and within budget. Services offered include:

- ICT Strategy and Master Planning
- Due Diligence
- Requirements management
- Tender preparation and evaluation
- Vendor assessment and supplier management
- System and software design and assurance
- Acceptance and benchmark testing
- Project risk management

Our expertise in system and software procurement, design, development and integration of landside and airside systems include:

- Communications
- Passenger processing
- Safety and security
- Building management and logistics
- Back office and support solutions
- Systems integration
- Command and Control including Collaborative Decision Making

EC Harris gives clients peace of mind by demonstrably reducing the risks involved in procuring and developing large and complex airport systems, building confidence into projects from initial stages through to operational use.




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# ICT SYSTEMS ASSURANCE

Industry today has become totally reliant upon computer based systems, systems that have become increasingly complex to specify, to develop, to integrate and to operate. The task of ensuring that these systems can be trusted to work as intended, that are predictable in their operation and meet the required standards is known as Systems Assurance.

There is a large range of tools available to undertake the Systems Assurance function. While all are valid, the selection of the most appropriate tool for a project or task is one that requires experience, sound judgement and industry knowledge.

Through a history spanning more than 25 years, our specialist ICT Team has been providing Systems Assurance consultancy services to support development projects around the globe. Our experience is second to none and over time we have developed methods and processes that are both appropriate and cost effective.

Combining Systems Management functions with Performance and Standards confirmation, we are able to deliver confidence in the outcome of your projects.

We underpin on-going project support activities with assessments of safety, hazards and risks combined with formal analysis of Reliability, Availability and Maintainability to provide comprehensive coverage of Systems Assurance tasks.

We offer support through the complete project lifecycle from initial requirements capture through to transition to operational use. By working as an integral part of your own project team we are able to instil principals of good Systems Assurance leaving a legacy of project discipline and process to your future projects.

The benefits to your project will include:

- Risks are identified and managed early in the project
- Evidence of compliance with requirements, both functional and non-functional is available throughout the project
- Resources for management are focused on areas of highest risk
- High levels of visibility are achieved
- Risks of cost and programme overrun are minimised



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# SAFETY AND RISK ENGINEERING AND BUSINESS CRITICAL SYSTEMS

Computer based systems now form the basis of most operational environments. These solutions are often complex, powerful and difficult to understand yet they can form a major part of any infrastructure project. For systems that are relied upon to provide a safe and reliable operational environment it is vital that those developing, buying and operating them have the confidence that safety has been built in from the outset.

Our experts have been providing consultancy in safety and critical systems and software engineering for over 25 years. In that time we have built a superb reputation for our skills, understanding and practical capabilities in supporting the development of safety and business critical solutions around the globe. Our knowledge and understanding of the need for safety and reliability, the application of international standards and the demands of regulatory organisations in unsurpassed.

EC Harris can provide you with support as you procure or develop safety and business critical systems:

- Identification of hazards and risks
- Hazard and Risk Analysis
- Oversight of hazard and risk resolution
- Independent audit and verification
- Software analysis and reverse engineering
- Safety Plan and Strategy development
- Complete Safety Management Systems
- Safety Case development
- Standards conformance auditing
- Provision of Independent Safety Assessors
- Vendor safety oversight

We can give you the confidence that your systems have been developed, commissioned and operated with safety in mind, satisfying you, your staff and regulators that you have done all you can to deliver safe and reliable products and services to your clients.




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# ENVIRONMENTAL ASSESSMENT



In shaping the future, airports will need to increase efforts to make the case for going green more compelling. This is not straightforward, as the green agenda still struggles to gain traction and move beyond the stigma of being an overused, misunderstood buzzword. EC Harris aviation experts actively deliver a range of green advisory and technical services to airline and airport clients across Europe, Asia-Pacific, Africa and Latin America. A key focus is to highlight the benefits that green solutions provide using a 'whole life cost' approach. For example, the rationale behind investing in intelligent building systems, green technologies or renewable energy systems is far more compelling when significant operational cost savings can be demonstrated across a 20-25 year asset life with attractive returns on investment and better overall asset performance. Importantly, the thinking must move beyond the capital expenditure focus to 'whole life cost' performance where significant financial and environmental benefits await.

Our team of Aviation Environmental & Sustainability experts are highly experienced at working with Airport operators, Airlines and Investors to provide the following broad spectrum of services:

| CORE SERVICES | | | | | |
|---|---|---|---|---|---|
| Environmental Impact Assessment | Management + Coordination | Screening + Scoping Studies | EIS Preparation | Post-Application Support | Peer Review |
| Environmental Management | Environmental Policy | EMS (ISO 14001:2004 + Bespoke) | Environmental Management Plans | Audits (Environment + Compliance) | Environmental Awareness Training |
| Strategic Environmental Planning | Environmental Permits + Compliance | Benchmarking | Environmental Due Diligence | Risk Assessment | Technical Advisory |
| Airspace + Airport Carbon Assessment | Aircraft Fuel Burn Analysis | Aircraft + Airport $CO_2$ Analysis | LTO Cycle Accounting | Fuel + $CO_2$ Cost Analysis | ACA Programme Advisory |
| Safeguarding + Third Party Risk | Birdstrike Hazard Assessment | Bird Control/Management Plans | Wake Vortex Strike Risk Assessment | | |

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## WHAT SETS US APART?

- Our integrated strategic and commercial approach maximises return on investment in contrast to traditional engineering based solutions
- Our capability is end-to-end that fully encompasses planning, development and investment advice through to capital delivery, programme management and operations
- Our aviation decision making tool kit provides key decision makers with accurate, transparent and detailed analysis to support critical business strategies
- We have the ability to secure the best financial outcome and deal in the privatisation of aviation assets
- We have proven processes and track record for delivering time and cost certainty
- Cross sector expertise in aviation, commercial, retail, residential, hotels, highways and rail delivers maximum value
- Global reach spans the UK & Ireland, United States of America, Europe, Middle East and Asia.



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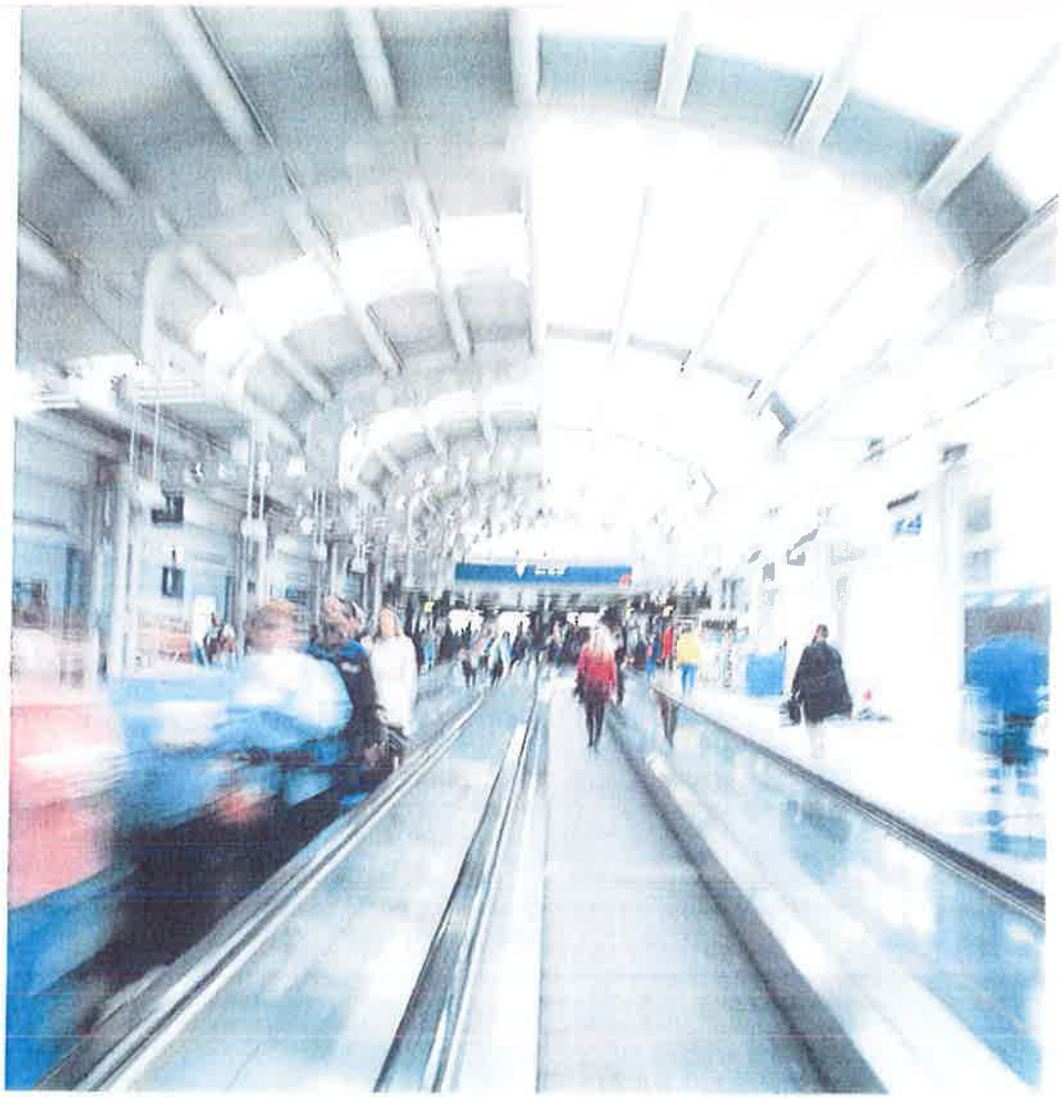
# CASE STUDIES



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# CASE STUDIES

## DEVELOPMENT OF 5 YEAR CAPITAL PLANS, STANSTED AND EDINBURGH AIRPORTS, UK



Services included whole life costing, the evaluation of risk and opportunity and consultancy services relating to procurement.

£€$

## T1 PORTFOLIO, HEATHROW AIRPORT, UK



We designed and implemented a programme and project level methodology to manage risk and opportunity. The key levers of risk and business continuity were balanced with investment opportunities.

£€$

## LAX SOUTHSIDE AIRFIELD IMPROVEMENT PROGRAMME, LOS ANGELES AIRPORT, USA



We provided staff for the Construction Management. The projects included widening taxiway/runway intersections along the north and south airfields, relocation of Runway 25L, and construction of a new Centre Taxiway.

£€$

## DUBAI INTERNATIONAL AIRPORT, UAE, ROYAL AIR WING



Appointed as Project Quantity Surveyor . The project incorporated eight hangers, an exclusive terminal building and comprised of a Royal Majlis and administrative offices.

£€$

## TERMINAL 3, FRANKFURT AIRPORT, GERMANY



The project comprised the cost verification of the competition documents for Terminal 3. We provided the plausibility study, with a focus on cost calculation of the competition winner.

£€$

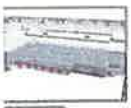
## DUBAI CIVIL AVIATION ENGINEERING FACILITIES COMPLEX, DUBAI, UAE,



Provided design and cost consultancy in relation to the construction of five double-volume workshop buildings, two two-storey office buildings and a single-storey police training centre.

£€$

## NEW BAGGAGE HALL, HEATHROW AIRPORT, UK,



To provide confidence in the AFC and future spend profile whilst achieving the business target expenditure of £177.1 million

£€$

## BUSINESS CLASS LOUNGE EXTENSION, QANTAS AIRWAYS LTD, CHANGI AIRPORT, SINGAPORE



We were commissioned to provide project and cost management consultancy on this project. This followed similar consultancy work that we had undertaken regionally, for this client, since January 2000.

£€$

## PIER 5 SEGREGATION, HEATHROW AIRPORT, UK,



The challenge was to bring-forward completion dates and provide a close-out strategy to complete the project, whilst achieving the savings targets of £5m.

£€$

## TERMINAL 3 IDL (PHASE 3.3), HEATHROW AIRPORT, UK



We provided project and cost management during the £100m redevelopment of Terminal 3 departure lounge designed to increase retail floor space improve terminal capacity.

£€$

# CASE STUDIES

## OPPORTUNITY DELIVERY ACCELERATION PHASE 2, HEATHROW AIRPORT, UK

We were employed by BAA during the construction of the Terminal 5 rail project to help identify opportunities to reduce the final construction cost by £20 million.

## PROJECT AND COST MANAGEMENT CONSULTANCY, SEEB INTERNATIONAL AIRPORT, OMAN



We were appointed to provide project and cost management services by an international consortium, tasked with operating and redeveloping the Seeb International Airport.

## ACTIVATION PROGRAMME, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA, USA



We developed a comprehensive activation program for the new Concourse C that facilitated the engagement and participation of all key stakeholders in the completion of over 2,000 key activities thus to ensuring a smooth and seamless opening.

## COST MANAGEMENT AND QUANTITY SURVEYING, DUBAI FLOWER CENTRE, UAE



We provided executive cost management and quantity surveying services on a new airside floriculture redistribution centre for the Dubai Department of Civil Aviation.

## PERFORMANCE MANAGEMENT OF CAPITAL DELIVERY BUSINESS, BAA, UK

Commissioned by BAA to develop a robust approach designed to measure performance within their capital delivery teams. We focused on combining key value driven measures and performance indicators, benchmarked against industry best practice.

## CAPABILITY DEVELOPMENT, BAA, UK

Using our expert knowledge and experience in dealing with NEC forms of contract, developed a specifically tailored training programme for BAA staff on the drafting, execution and delivery of all contracts across the BAA estate.

## STANSTED AND EDINBURGH AIRPORT, UK



We provided cost and commercial services to BAA in support of the development of Stansted and Edinburgh airports. Services include whole life costing, the evaluation of risk and opportunity and consultancy services relating to procurement.

## LUFTHANSA AVIATION CENTRE, FRANKFURT INTERNATIONAL AIRPORT, GERMANY



Organisation of the architectural design competition and project management for Lufthansa's new head office. Services included: claim management, design and planning management and detailing scheduling of the construction space.

## GOODMAN INTERLINK – LOGISTICS CENTRE



Appointed to manage this HK$4 billion distribution centre and warehouse development. It is a 2.4 million square feet development and will be the fourth largest warehouse in Hong Kong.

## SECURITY IN-LINE BAGGAGE SCREENING SYSTEM PROGRAMME, LAX SOUTH TERMINALS, LOS ANGELES, USA



Selected to provide construction management services for the $350 million south terminals package, which included new in-line EDS baggage handling systems in five terminals and a new IT fibre loop servicing all terminals.

# CASE STUDIES

## PROGRAMME MANAGEMENT, LONDON CITY AIRPORT, UK



Provided programme management services including capital expenditure forecasting, procurement, contract administration, programme reporting, value engineering, risk and opportunity services.

## PROJECT ISSUES RISK & OPPORTUNITY MANAGEMENT, HEATHROW AIRPORT, UK



We developed a project issues risk and opportunity management methodology to help BAA understand their business drivers and objectives by the improved management of risk, business continuity and value preservation and through this helped deliver c£95m of savings.

## ARTURO MERINO BENITEZ AIRPORT, CHILE



We provided consulting services in connection with the expansion of the airport, including the terminal, apron and taxiway extensions, the construction of a new control tower and the expansion of cargo facilities.

## AIRPORT EXPANSION, ARTURO MERINO BENITEZ AIRPORT, SANTIAGO, CHILE



We provided services for the expansion of the existing airport, including terminal, apron and taxiway extensions, the construction of a new control tower and the expansion of cargo facilities.

## PROJECT MANAGEMENT, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA



We provided comprehensive project management services for the phased programme for the $300 million terminal redevelopment program (TRP).

## PLAN OF FINANCE REPRESENTATION, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA



Contracted to provide the integration of the funding plan with the project and program construction and operating plans for the terminal redevelopment program. Our team of experts included financial leaders, feasibility analysts and project controls professionals.

## AIRPORT CAPITAL IMPROVEMENT PLAN, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA



Provided project and construction management services for the airport capital improvement program. Serving as project advisor we provided project financial and grant management, and on-call support to the airport and the Alaska DOT for all aspects of the five-year program.

## CONSTRUCTION ENGINEERING & INSPECTION SERVICES, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA



Provided construction engineering, inspection and construction and project management services on three runway projects from pre-construction through to final project closeout.

## SAO PAULO AIRPORT, BRAZIL



Land-use planning, facilities planning and Minimum Technical Requirements check against design. The project also involves development of governance around programme management and providing schedule certainty.

## TERMINAL AREA DEVELOPMENT PLAN, FAIRBANKS INTERNATIONAL AIRPORT, ALASKA



We provided program management services and were responsible for the overall execution and delivery of the airport's $99 million terminal area development plan that was finalised one year early and $2 million under budget.

# CASE STUDIES

## TAXIWAY B CONSTRUCTION, LAX, LOS ANGELES, USA



We provided project management, proactive schedule monitoring, field engineering support and project and document control during the construction of a new taxiway

## C-13 CROSSFIELD TAXIWAY PROJECT, LAX, LOS ANGELES, USA



We provided project control services during the design and construction of a new cross field taxiway to help relieve existing taxiway congestion.

## SIGNAGE AND WAYFINDING PROJECTS, LAX, LOS ANGELES, USA




Contracted to perform construction and project management, cost estimating and cost control, quality assurance and database management and document control services for the on-going signage and way-finding project as part of the LAX Enhancement Program.

## JET A FUEL STORAGE FACILITY, MARCH AIR RESERVE BASE, RIVERSIDE, CA



We provided professional construction management services for the demolition of the "ready alert" (Building 1305) facility and construction of Phase 1 of the March Inland Port Jet-A Bulk Fuel Storage Facility.

## MONITORING AND PROJECT CONTROLS, SAN DIEGO AIRPORT, CA



We served as a sub-consultant to DMJM Aviation and provided support for the development of the program master schedule through the provision of programme scheduling and project controls.

## CHINO AIR OPERATIONS FACILITY, SOUTHERN CALIFORNIA EDISON (SCE), CA



We provided construction management services in relation to the construction of a new $18 million 40,000 sq ft hangar and administration building.

## PIER DESIGN, HEATHROW AIRPORT, UK



Engaged in a study to develop a generic approach to pier design. One of the solutions was to produce a database which benchmarks the CAPEX base costs and defines the project specifics for the existing best practice Pier forms.

## SITE DATABASE, INTERNATIONAL AIRPORT BERLIN, GERMANY



During the course of the project, extensive data from numerous sources needed to be recorded and managed. We developed a database programme for management of this information

## CONSTRUCTION CONSULTING SERVICES, MIDWAY AIRPORT, CHICAGO



We provided construction consulting services for an elevated parking structure and consolidated rental car park facility, including the development of construction schedules, cost estimates and the provision of construction and logistic advisory services.

## T1 FCC & IMMIGRATION, HEATHROW AIRPORT, UK



We provided commercial, risk and opportunity management during the refurbishment and upgrading of Heathrow's Terminal 1 immigration facilities.

# CASE STUDIES

## NEW PADANG AIRPORT CONSTRUCTION PROJECT, NEW PADANG AIRPORT, INDONESIA



We provided risk control services to the development of a new green field airport through the review of all contract and related documents, thus allowing us to identify areas of high financial and construction risk to our client.

## POST T5 BAGGAGE TRANSFER SYSTEM, HEATHROW, UK



We provided risk management services which involved engaging with over fifty stakeholders to ensure that they were informed of the risk management process central to the project delivery management plan.

## AIRPORT EXPANSION PROGRAMME, CHICAGO O'HARE INTERNATIONAL AIRPORT, USA



We supported the airport's planning team to prepare a comprehensive development program that included program management, the preparation of a phased master program schedule and cost estimates, construction phasing and construction equipment analyses.

## AIR CARGO BUILDING DEMOLITION, ONTARIO AIRPORT. CANADA



The project included asbestos and lead-based paint abatement and removal of contaminated soils. Scope of work included a study of the drawings and special provisions to identify patent ambiguities within the contract documents as well as an engineer's estimate for the project.

## STAKEHOLDER CO-ORDINATION, ABU DHABI INTERNATIONAL AIRPORT, UAE



We provided stakeholder co-ordination during the planning, development and construction of the Etihad pier extension at Abu Dhabi International Airport.

## ROTTERDAM THE HAGUE AIRPORT, ROTTERDAM, THE NETHERLANDS



We provided project management and technical advice on the expansion of Rotterdam airport from the existing one million passenger per annum capacity to four million per annum.

## TERMINAL C CONSTRUCTION PROGRAMME, JOHN WAYNE AIRPORT (JWA), CA, USA



We provided construction management services including building information modelling and 4D navisworks scheduling during the design and construction of John Wayne airport's new $543 million, 282,000 m2 Terminal C.

## TERMINAL AREA IMPROVEMENTS, LONG BEACH AIRPORT, CA, USA



We provided construction management services for the terminal area improvements project that included the construction of two new buildings plus connectors.

## PROJECT ISSUES RISK AND OPPORTUNITY MANAGEMENT, HEATHROW AIRPORT, UK



We developed a project issues risk and opportunity management methodology to help Heathrow understand their business drivers and objectives by the improved management of risk, business continuity and value preservation and through this helped deliver c£95m of savings.

## MANAGED SERVICE PROVIDER, HEATHROW AIRPORT, UK



Undertaking the commercial, cost and risk management roles throughout the proposed development of the eastern side of the Airport, incorporating the construction of the new passenger Terminal T2A, designed to replace the existing airport terminals.

# CASE STUDIES

## PROFESSIONAL SERVICES, GATWICK AIRPORT LIMITED (GAL), UK



Working with the development team at Gatwick to deliver its twenty year capital investment program through the provision of commercial and project management and commercial design management aimed at maximising the airports return from its capital investment.

## BRITISH AIRWAYS PLC, UK



British Airways preferred partnering supplier for CDM-C Services since the mid 1990s, working on projects at both Gatwick and Heathrow Airports. Projects include apron repairs, hangar demolitions, airport lounges, a new operations control centre and flight simulator facilities.

## KUALA LUMPUR INTERNATIONAL AIRPORT, MALAYSIA



Risk and scenario analysis of the feasibility of the planning for the new airport in Kuala Lumpur. For this purpose the project has been divided into a number of blocks (terminal, runways etc.) with a number of critical relations between these blocks.

## CLP POWER TSING YI HELIPAD, ARUP



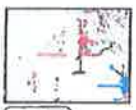
Appointed to sub-consultant for CLP Power and Arup at Tsing Yi site responsible for drafting the helipad standard operating procedures (SOPs), risk assessment report and helipad maintenance guidelines for the existing helipad and 2nd helipad.

## TECHNICAL SERVICES, AL DUQUM INTERNATIONAL AIRPORT, OMAN



We provided traffic forecasting services feeding into the master plan for the green field airport development of Al Duqum airport in Oman.

## REVIEW OF DEVELOPMENT OPTIONS, GATWICK AIRPORT, UK



Assessment of the proposed development options for increasing airside departure lounge capacity and providing new CIP and crew reporting facilities. The study also involved static analysis of stand capacity and terminal passenger flow analysis.

## AIRPORT CITY MASTER PLAN, LATINA AIRPORT, ITALY



Development of a master plan for Latina Airport City providing airfield, runway, taxiway, aircraft parking and terminal planning together with technical specifications for airfield lighting, terminal planning, ATC and support facilities and capital and operating expenditure forecasts.

## ICT SYSTEMS STRATEGY DEVELOPMENT; SYSTEMS SPECIFICATION, RWANDA INTERNATIONAL AIRPORT, RWANDA



Provided ICT consultancy services to develop the ICT Systems Strategy, Systems Specifications and recommendations for CAPEX budget for the ICT Infrastructure at Rwanda International Airport.

## ICT INTEGRATION STRATEGY; CORE ICT PROCUREMENT SPECIFICATION; TECHNICAL ORAT, BORYSPIL INT AIRPORT, UKRAINE



Undertook a detailed audit and gap analysis and created an ICT Master Plan. Focus placed upon the core integrated infrastructure – AODB, FIDS and RMS with integration strategy and procurement specifications being drafted and budgets established.

## ICT STRATEGY ,DONETSK INT AIRPORT AND LVIV INT AIRPORT EURO2012 NATIONAL AGENCY, UKRAINE



On behalf of the National Agency for EURO2012, undertook an audit of the ICT systems at Donetsk and Lviv airports during the EURO2012 Football Competition. The outcome was a report including ICT requirements for an integrated airport including the new terminal complexes.

# CASE STUDIES

## ICT PROGRAMMES, NEW DELHI INTERNATIONAL AIRPORT, INDIA



Engineer for the ICT Systems contract. Duties included confirmation of user requirements, comprehensive review and update of systems specifications, vendor selection and negotiation, oversight of vendor delivery including programme, technical and risk management.

## ICT STRATEGY DEVELOPMENT AND ICT SYSTEMS SPECIFICATION, NEW DELHI INTERNATIONAL AIRPORT, INDIA



Specifed the ICT Systems for the new - terminal at Mumbai and working direct for the Airport Authority to review airport security systems, provide recommendations, develop procurement specifications for perimeter security and support the vendor selection process.

## ICT SYSTEMS ASSURANCE AND VENDOR OVERSIGHT, TERMINAL 5, LONDON HEATHROW, UK



Provided systems assurance for IT systems including design review, implementation review and audit, oversight of the operation of the Interface Test Facility, oversight of installation and commissioning and technical support through transition to operations.

## AIRPORT EXPANSION DESIGN COMPETITION, MILAN MALPENSA AIRPORT, ITALY



We developed a Simmod simulation model as part of a design competition for the expansion of the airport. The model focused on runway capacity and highlighted the efficiencies of the proposed taxiway developments

## MASTER PLAN REVIEW, AUCKLAND AIRPORT, NEW ZEALAND

Auckland Airport

Commissioned to provide a peer review on the master plan options and traffic forecasts produced by the airport operator. Specifically our work involved reviewing traffic flow on the airfield and position of terminal building and the RMO for a proposed second runway.

## AIRPORT MASTER PLAN, NEW LISBON AIRPORT, PORTUGAL



Technical Consultant providing support, including project management to NAER in the technical assessment phase and also during the preparation of the ITT for the privatisation of the Portuguese airport system.

## STRUCTURAL DESIGN OF CONTROL TOWER, NICE CÔTE D'AZUR AIRPORT, FRANCE



Provided the final structural design of Nice Airport's 10 storey air traffic control tower. The control tower was a composite structure in order to comply with paraseismic standards.

## AIR FREIGHT TERMINAL, NICE CÔTE D'AZUR AIRPORT, FRANCE



Provided the co-ordination and integration of the structural design, as well as project management services for the air freight terminal at Nice Côte d'Azur Airport.

## NEW TERMINAL DESIGN, SOUTH CHARLEROI AIRPORT, BRUSSELS, BELGIUM



Supplied the technical and construction design for the new terminal and provided the electronic installations and flight information displays. Our broad expertise in the field of airport systems and baggage handling ensured successful project completion.

## AIRPORT MASTER PLAN, PHILADELPHIA INTERNATIONAL AIRPORT, USA



Working within a multidisciplinary planning team providing support in construction phasing, sequencing and constructability analysis we prepared summary schedules including an analysis of the pre construction and construction period.

# CASE STUDIES

### LONG TERM DEVELOPMENT STRATEGY, IAG CARGO, HEATHROW, UK




Delivered to schematic design, long term asset management strategy that ensured sufficient ground capacity is available at London Heathrow to handle the increased volume of cargo driven by new aircraft, industry and IAG growth.

### AIRPORT PLANNING MODEL, MAJOR PORTUGUESE AIRPORTS, PORTUGAL



Developed the planning tool and performed analysis of terminal and airside infrastructure and facilities requirements for the major airports of Portugal. Created the calculation of the capital investments for each airport for the duration of the proposed airport operating concession.

### MASTER PLAN REVIEW, AEROPUERTO CIUDAD REAL, SPAIN



Part of a multidisciplinary planning team tasked with developing a master planning study for the location of a new airport. Provided project management services with a focus on cost estimating and construction phasing and sequencing.

### FACILITY PLANNING AND TECHNICAL SERVICES, ATHENS INTERNATIONAL AIRPORT, GREECE



We provided operational facility planning and technical services to the new international airport serving Athens. Provided support throughout the design, Construction and operational start-up of the new Airport.

### NEW BEIJING AIRPORT DESIGN COMPETITION, BEIJING, CHINA



As part of a consortium delivered a response to the call for a design for the new airport planned for Beijing, China. We provided master planning and capital cost estimations for the consortium.

### FEASIBILITY STUDY, DUBLIN INTERNATIONAL AIRPORT, IRELAND



As part of the on-going expansion plans we undertook a feasibility and location study for the new air traffic control tower to serve Dublin airport.

### MASTER PLAN, AMSTERDAM AIRPORT SCHIPHOL, THE NETHERLANDS



Provided the planning and co-ordination of several master plans, the coordination of construction of C, D & F-piers, project management of several refurbishments, and the project planning of the 5th runway.

### TERMINAL AREA MASTER PLAN STUDY, CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT, USA



Part of a multidisciplinary planning team providing conceptual level engineering and analysis on the implementation plans. Tasks included preparation of conceptual construction phasing and sequencing plans, and preparation of cost estimates for identified priority projects.

### INTERNATIONAL AIRPORT RAIL STATION, TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT, ALASKA




The Alaska Railroad Corporation (ARRC) commissioned us to provide project management of a concept plan for a $28 million airport rail station. We led the concept development phase of the project, working to integrate airport operations with terminal redevelopment.

### TERMINAL INTERIOR, TOM BRADLEY INTERNATIONAL TERMINAL INTERIOR, LAX, LOS ANGELES



Provided detailed analysis on the architectural and engineering design for baggage handling facilities, signage, and security improvement during pre-construction. Led the development of a 4D project phasing plan, which minimized impacts to airport operations.

# CASE STUDIES

## RISK & AERONAUTICAL ASSESSMENT, NEW DELHI AIRPORT, INDIA



Provided risk management services during the design and construction of a new 102m tall ATC Tower including an analysis of the design of the tower to ensure it complied with all relevant airport and design standards.

## COMBAT SUPPORT VEHICLE MAINTENANCE FACILITY, ANDERSEN AFB, GUAM



The Design/Build team has incorporated multiple sustainable design attributes with regards to achieving LEED Silver certification including the use of recycled construction materials, energy efficient mechanical and lighting.

## REDESIGN REVIEW, NANJING LUKOU INTERNATIONAL AIRPORT, PR CHINA



Provided investigation of several operational scenarios, review of the Domestic and International Terminal 2 Design and delivery of the respective report in order to identify the preferred operational model and highlight and prevent possible operational constraints.

## KUALA LUMPUR SUBANG AIRPORT, MALAYSIA



Provided business planning and development advice including the development of a master planning vision, forecasting and a commercial benefits case strategy over the upcoming decade.

## BUSINESS PLANNING, HONG KONG BUSINESS AVIATION CENTRE, HONG KONG



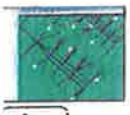
Delivery of a comprehensive business planning, traffic forecasting, facilities development and benefits program to align with Hong Kong International Airport's master plan 2030 development.

## HONG KONG AIR CARGO AND LOGISTICS HACTL, HONG KONG



Appointed to assess the world's most efficient cargo facility of HACTL at Hong Kong International Airport. Delivered an Optimization and Performance Strategy after Cathay Pacific Cargo move.

## CAPACITY STUDY, ATHENS INTERNATIONAL AIRPORT, GREECE



Undertook a detailed study to determine the airside capacity of the new Athens International Airport. The study assessed the capacity of the runways, aircraft stands and the airport manoeuvring area, including taxiways.

## FUTURE DEVELOPMENT, AFL, NADI AIRPORTS FIJI



Contracted to assist Thinc./ AFL with the present Terminal re-design exercise to select the most suitable approach for future development, demand and strategy based on the current utilization, mode of operation and capacity of Nadi Airport.

## SIMULATION STUDY, LARNACA INTERNATIONAL AIRPORT , CYPRUS



Carried out an Airside simulation study which included the analysis of aircraft pushbacks and aircraft flows on the new apron and simulation of the bowser fuelling process to determine if the increased travel time from the fuel farm resulted in delays in reaching aircraft and therefore a reduction in on- time performance.

## AIRPORT PLANNING & SIMULATION , NEW DELHI AIRPORT, INDIA



Appointed to deliver airport planning services and an airside and terminal operational efficiency and capacity analysis. Evaluated runway operating modes in order to determine the impact on runway capacity and aircraft taxi times.

# CASE STUDIES

## TERMINAL CAPACITY ASSESSMENT, WROCLAW AIRPORT, POLAND



Undertook a terminal capacity assessment which involved the development of simulation models to assess the complete airport operation as well as the development of alternative infrastructure designs to enhance airport capacity.

## AIRSIDE SIMULATION, DUBLIN AIRPORT, IRELAND



Examined the impact of the proposed airside development program using Simmod PLUS! to simulate airfield operations and determine how effectively the airside infrastructure and new runway could handle the forecasted growth in traffic.

## SATELLITE UTILISATION PROJECT, ATHENS NTERNATIONAL AIRPORT, GREECE



Undertook user requirements coordination and functional assessments for the "Satellite Utilisation" project at the New Athens International Airport.

## AIRSIDE SIMULATION, FRANKFURT AIRPORT, GERMANY



As part of the planning for future airside development at Frankfurt airport we conducted a simulation exercise for the Lufthansa to determine the development option most favourable for airside operational performance.

## AIRSIDE & AIRSPACE SIMULATION, COVENTRY AIRPORT, UK

Developed a simulation model of the airport and the surrounding airspace using Simmod PRO! This allowed the client to fully understand the interactions between the two airports and our analysis and expert advice was used to support the planning inquiry.

## AIRSIDE SIMULATION, MANCHESTER AIRPORT, UK



Conducted a study to validate the proposed airfield master plan and terminal allocation strategy. The project involved the simulation of the master plan airside layout and a number of variations.

## AIRSIDE SIMULATION, GATWICK AIRPORT, UK



Commissioned to undertake an evaluation of the airfield performance using the simulation software Simmod PRO! The results of the simulation models was used to help inform the pier decision making process.

## CAPACITY/DEVELOPMENT STRATEGY, LISBON PORTELA AIRPORT, PORTUGAL



Operational assessment of the airport including the passenger terminal operation, baggage handling system, cargo facilities, airside, runways and airspace to enhance airport capacity.

## ATWICK AIRPORT PLANNING SERVICES RAMEWORK, ATWICK AIRPORT, UK



The scope of work included runways and taxiways through to terminal and landside planning providing specific services such as simulation, capacity assessment and functional layout planning.

## CAPACITY STUDY, KRAKÓW AIRPORT, POLAND



Undertook a terminal and airfield capacity analysis of Kraków airport in order to facilitate the application for EU funding for proposed expansion works.

# CASE STUDIES

## AIRSIDE SIMULATION, OR TAMBO INTERNATIONAL AIRPORT IN JOHANNESBURG




Supported the consulting engineers Ove Arup by conducting an airside simulation study to determine the increase in runway capacity when switching from segregated mode to mixed mode operations.

## ROUTE PREPARATION & STRATEGY CO-OPERATION, GREECE

Route preparation and strategy cooperation with Athens International Airport, Hellenic Civil Aviation Authority and Elliniko Organismo Tourismo (Greek Tourism Board) for the "Routes" exhibition and pavilion in Dubai.

## THE OLYMPIC & PARALYMPIC GAMES, ATHENS 2004

ATHENS 2004

Developed the traffic demand forecast, development of operational plans and concepts and the design and development of a temporary terminal facility as well as preparing standard operating procedures and emergency and contingency plans for the Olympic Games.

## 2007 CHAMPIONS LEAGUE FINAL, ATHENS INTERNATIONAL AIRPORT, GREECE



Worked with Athens International Airport we were responsible for the development of the traffic forecasts and the development of operational plans for the 2007 Champions League Final in Athens.

## OPERATIONAL READINESS AND TRANSFER (ORAT), ATHENS INTERNATIONAL AIRPORT

ATHENS

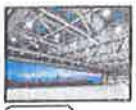
We provided operational readiness support for the opening of the new Athens International Airport and acted as part of the technical team for the design, construction, development and operation of the airport.

## TRAFFIC FORECAST, HONG KONG BUSINESS AVIATION, HONG KONG



Provided a detailed traffic forecast by market segment of general aviation including business aviation, government, medical, diplomatic and military.

## TRAFFIC FORECAST, HONG KONG BUSINESS AVIATION, HONG KONG



EC Harris provided a detailed traffic forecast by market segment of general aviation including business aviation, government, medical, diplomatic and military.

## SAO PAULO AIRPORT, BRAZIL



Delivery partner for the Operational Readiness and Systems Integration for the new Terminal TPS3 . Undertaking the operational readiness and transfer of airlines and staff into the new facility.

## ORAT REVIEW, QUEEN ALIA INTERNATIONAL AIRPORT, JORDAN



Established an ORAT strategy and plan to provide certainty of terminal opening of the new facility at Queen Alia International Airport, Amman.

## OPERATIONAL READINESS AND TRANSFER, LARNACA INTERNATIONAL AIRPORT, CYPRUS



We provided operational readiness services for the transfer of operation to the new passenger terminal at Larnaca and developed standard operating procedures for airfield operations and new apron and re-fuelling processes.

# CASE STUDIES

## OPERATIONAL BRIEF FOR CONTROL TOWER, NEW DELHI AIRPORT, INDIA



Responsible for the development of an operational brief for the new control tower. The operational brief covered location and space requirements, design standards, utilities, concept of operation, operational and safety requirements.

## BUSINESS CASE FOR THE DEVELOPMENT OF HEATHROW'S MASTERPLAN, HEATHROW AIRPORT, UK



Provided support in developing a long term business plan driven by a range of master plan options. This included evaluating the long term impact on airport charges together with evaluating the benefits of different master plan options to passengers and other stakeholders.

## ICT DUE DILIGENCE ON BAA/FERROVIAL UK AIRPORT, JP MORGAN, UK

Advisors to JP Morgan on the acquisition of a major UK airport. Audited the existing ICT infrastructure including systems, staff capabilities and processes to establish the value of the existing ICT solutions, highlight required changes.

## BUILD-OPERATE-TRANSFER (BOT) CONTRACT, NEW ISTANBUL AIRPORT, TURKEY



In order to meet the forecast demand the Turkish Airports Authority has developed a plan to build a new 3rd Istanbul Airport. EC Harris provided technical due diligence services for a potential bidder for the Build-Operate-Transfer contract for the new airport.

## ATHENS INTERNATIONAL AIRPORT, HOCHTIEF AIRPORT SALE (2014)



Acted as Technical Advisor to a potential investor in Athens International Airport (one of Hochtief's airports). Provided technical advisory services taking the client to the non-binding offer stage.

## DUSSELDORF, HAMBURG, BUDAPEST AND TIRANA, HOCHTIEF AIRPORT SALE (2014)

Acted as the Technical Advisor to a potential investor for 4 of the airports in the Hochtief Airport portfolio. The services provided included: traffic forecasting, master planning, capital expenditure profiling, OPEX and revenue projections.

## TECHNICAL DUE DILIGENCE, ANA AIRPORTS PRIVATISATION



Commissioned to support the bid for ANA Aeroportos de Portugal, in particular providing traffic and technical due diligence. This involved developing a future strategy for Lisbon airport and OPEX and CAPEX projections for the existing airport assets and an environmental assessment of the airport.

## TECHNICAL DUE DILIGENCE, SALE OF RUSSIAN REGIONAL AIRPORT



Acted as technical advisor to Vinci Airports in their bid for a regional airport in Russia. Technical advisory services included traffic forecasting, terminal preliminary design, master plan review, capex and business planning for the investors to determine the ultimate financial feasibility and valuation of the asset.

## TECHNICAL DUE DILIGENCE, SALE OF HOCHTIEF AIRPORT

Acted as technical advisor to RREEF. Our services included a full review of the vendor information pack and technical and commercial advice on traffic forecasts, airport capacity and development plans, aeronautical, non aeronautical revenue and capital and operating costs.

## TECHNICAL ADVISOR, QUEEN ALIA AIRPORT, JORDAN



We provided technical advisory services to Queen Alia International Airport including evaluating the capital investment program proposed by the airport to allow it to increase its capacity.

# CASE STUDIES

## TECHNICAL ADVISOR, JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI, KENYA



On behalf of the European Investment Bank as technical advisor in relation to the expansion of Jomo Kenyatta airport. We provided master planning and capacity assessments of the existing and planned terminal facilities and a detailed review of the capital investment plan.

## KUALA LUMPUR CARGO CITY



Appointed to manage the development and investment process for Kuala Lumpur's trade zone and cargo city. EC Harris managed the project realization, regulation and investment process on behalf of private investors and the Malaysian government.

## SUBANG INTL. AIRPORT, KUALA LUMPUR



Contracted to help SkyPark Subang BHD and Malaysian Airports Holding MAHB with the future development and privatization of Subang International Airport.

## TECHNICAL ADVISOR TO ATHENS INTERNATIONAL AIRPORT, GREECE

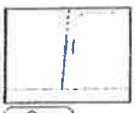
Technical advisor to Athens International Airport for the supply and operation of Airport Air Navigation Equipment

## CLP POWER TSING YI HELICOPTER STATION AND OPERATION



Provided the flight operation, helicopter operation risk management and aviation consultant for CLP Power. The services included Helipad SOPs, operation risk assessment report and hangar maintenance guidelines.

## RUNWAY RISK ASSESSMENT, LISBON OTA AIRPORT, PORTUGAL



The study included identification of risks, mitigation and recommendations for future use and possible capacity attainment. The new airport was analysed for compliance with ICAO Annex 14, ICAO Doc. 8168 PANS-OPS and ICAO Doc. 4444 PANS-ATM.

## TECHNICAL ADVISOR, WARSAW AIRPORT, POLAND



Provided technical advisory services in the form of a rapid exit taxiway location analysis and a risk assessment of the runway end safety areas.

## AIR TRAFFIC CONTROL TOWERS IN LEIPZIG AND HANNOVER, GERMAN AIR TRAFFIC CONTROL, GERMANY



Provided project management and stakeholder management services to "DFS – Deutsche Flugsicherung GmbH" (German Air Traffic Control) who built new air traffic control towers at several German Airports.

## BRISBANE INTERNATIONAL AIRPORT, AUSTRALIA – BACL



Acted as environmental leader and provided technical advisory services for the environmental assessment and management studies relating to the design of a new parallel runway.

## JOMO KENYATTA INTERNATIONAL AIRPORT, NAIROBI, KENYA, EIB/KAA GROUP



Technical advisors for the long-term environmental management for the development of a new 15,575m2 terminal and associated support and landside car-parking facilities, the rehabilitation of existing airfield pavements and the expansion of the taxiway system.

# CASE STUDIES

## EIA/HIA PROJECT MANAGER, HEATHROW AIRPORT, UK



Project Manager for the environmental and health impact assessment (EIA/HIA) of enabling works for the implementation of full runway alternation that ended the Cranford Agreement.

## ENVIRONMENTAL STUDY, HEATHROW AIRPORT, UK



Provided project management for the Heathrow East Terminal 2B environmental studies examining noise, air quality, flood risk and contamination.

## SUSTAINABILITY AND ENVIRONMENTAL PLANNING LEADERS, BEIJING NEW AIRPORT DESIGN COMPETITION



Project included evaluating and implementing 'low carbon' design principles to stretch current 'best in class' practice being delivered by other leading airports of the world into the airport's design.

## INDEPENDENT ENVIRONMENTAL & SUSTAINABILITY ADVISORS , VINCI AIRPORTS TRANSACTION TEAM



We were commissioned to develop a high-level sustainability strategy to aid the high-level design of a new terminal being proposed during the bidding phase for a BOT concession to operate a Russian regional airport

## NDEPENDENT EIA TECHNICAL ADVISOR TO DHV GROUP, NEW LISBON AIRPORT , PORTUGAL



Acted as independent technical advisors responsible for guiding the undertaking of a major environmental impact assessment for a new 'green field' international airport situated on approximately 3,800ha of land, 40 km to the east of Lisbon at Campo de Tiro de Alochete.

## ECOLOGICAL ASSISTANCE DURING CONSTRUCTION, BERLIN BRANDENBURG INTERNATIONAL AIRPORT



Provided ecological, technology and engineering services and compensation management assistance during the expansion of Berlin-Schönefld airport.

## IRSIDE CARBON EFFICIENCY STUDY, HEATHROW IRPORT, UK



Conducted airside carbon efficiency analysis to support the business planning for the long-term development of London Heathrow designed to handle up to 95mppa by 2038.

## TERMINAL AREA IMPROVEMENTS, LONG BEACH AIRPORT, USA



Provided LEED compliance and technical oversight services for the Long Beach Airport terminal area improvements project.

## ONSTRUCTION MANAGEMENT SERVICES , CHINO IR OPERATIONS FACILITY, CA



Provided construction management services during construction to attain LEED certification through the implementation of several green building practices including brown field cleanup and a rooftop solar panel array.

## ENVIRONMENTAL ASSESSMENT MIDWAY AIRPORT, CHICAGO, USA



Provided key support services in the environmental assessment for the reconstruction and modernization program , the main component of which was the development of the estimated construction equipment mix and utilization.

# CASE STUDIES

## AIRPORT MASTER PLAN ENVIRONMENTAL PROCESS, PHILADELPHIA INTERNATIONAL AIRPORT, USA



We provided master planning and environmental impact assessment for the long-term development of Philadelphia International Airport.

## GREENSKY BIO JET FUEL FACILITY, BRITISH AIRWAYS & SOLENA, UK



Provided project and cost management together with environmental and health and safety advice relating to the development of the first facility in the UK to convert carbon bearing waste into clean sustainable bio fuel.

## ICT INTEGRATION STRATEGY AND VENDOR SELECTION, ABU DHABI INTERNATIONAL AIRPORT, UAE



Project included business process analysis, ICT specifications , recommendations for re-organisation of business units and procurement specifications for AODB, MB, FIDS and RMS components and Technical and commercial support to vendor selection.

## SECURITY SYSTEMS STRATEGY DEVELOPMENT, AEROPORT INTERNATIONAL DE DJIBOUTI, DJIBOUTI



Provided Consultancy Services to develop the Security Systems Strategy, Systems Specifications and recommendations for CAPEX budget for the security systems at Djibouti International Airport.

## ICT AUDITING, KOREA AIRPORT CONSTRUCTION AUTHORITY, SOUTH KOREA



Provided independent audits of the status of ICT systems to verify readiness for commencement of ORAT. Provided guidance and recommendations on risks to delivery, risk mitigation and management activities.

## BAGGAGE CONTROL SYSTEMS – SYSTEMS ASSURANCE, TERMINAL 5, LONDON HEATHROW, UK



Provided specific systems assurance and vendor oversight on the Control and Monitoring Systems for the new baggage handling system for the new terminal. Work included high level review and detailed implementation audits at the vendor site.

## ICT SYSTEMS ASSURANCE AND VENDOR OVERSIGHT, TERMINAL 2, LONDON HEATHROW



Part of the team providing systems assurance on IT based systems for the Terminal 2 redevelopment project. Project include oversight of the operation of the Interface Test Facility, oversight of installation and commissioning and technical support through transition to operations.

## ICT SPECIFICATION AND ICT SYSTEMS ASSURANCE, HONG KONG INTERNATIONAL AIRPORT, HONG KONG



Provided systems assurance on IT based systems for the new Chek Lap Kok airport project including design review, implementation review and audit, management of the Interface Test Facility, oversight of installation and commissioning and technical support through transition to operations.

## ICT SPECIFICATION; VENDOR SELECTION; ICT PROGRAMME DEVELOPMENT; ICT SYSTEMS ASSURANCE, MUSCAT, OMAN



Working for GOWI-Larsen as the Engineer for the MC6 (ICT Systems) contract. Duties included confirmation of user requirements, comprehensive review and update of systems specifications, vendor selection and negotiation, oversight of vendor delivery including programme, technical and risk management.

## SMS TRAINING, NATS, UK



Delivery of Safety management training courses which included safety management systems, safety case development and safety assessment techniques.

# CASE STUDIES

## REGULATORY REQUIREMENTS FOR SOFTWARE DEVELOPMENT, CAA, UK

Contributor to the development of the objective-based software regulatory requirements and guidelines in CAP 670 Section SW01 and the development of compliance guides for SW01. Assisted in the application of the guidelines through the conduct of a safety assessment of a major new ATM facility.

## ATC SAFETY CASE, EUROCONTROL, BELGIUM



Safety Cases covering systems, staff and procedures and for the New Operations Room, the Operator Input and display System and the New Flight Data Processing System. Work included Hazard Analysis, Safety Assessments and the analysis of safety evidence.

## SUPPLIER ASSESSMENT, EUROCONTROL, BELGIUM



Worked on behalf of EUROCONTROL to assess the achievement of safety objectives by software system providers. Projects included safety audits, quality assurance audits, compliance studies and the assessment of operating systems used within safety critical systems.

## SOFTWARE SAFETY ENGINEERING, EUROCONTROL, BELGIUM



Starting with a detailed safety assessment of the ARTAS Radar Tracking solution, the task included the reverse engineering of the complete software to provide evidence of safe engineering practices and to provide traceability of safety objectives to the delivered solution.

## SUPPORT TO REGULATORY POLICY DEVELOPMENT, EUROCONTROL, BELGIUM

Performed a review of the Safety Regulation Unit (SRU) work programme. The task then provided recommendations for the safety work programme and produced a safety regulatory policy document.

## SAFETY CASE WORKSHOPS, HONG KONG CIVIL AVIATION DEPARTMENT, HONG KONG



Running a series of workshops covering each aspect of Safety Case development for the new ATC Centre. Reviewing the work of HK CAD staff and providing specialist input as needed including in the use of Goal Structuring Notation toolset (GSN).

## SMS DEVELOPMENT AND TRAINING, HONG KONG CIVIL AVIATION DEPARTMENT, HONG KONG



Provided consultancy, support and guidance in the development of the HK CAD safety management system. Subsequently provided a full training programme in its use and maintenance.

## NEW AIR TRAFFIC CONTROL CENTRE, NAV PORTUGAL, PORTUGAL



Development of the Safety Case for the New Operations Room under contract to NAV Portugal. Development of the safety argument structure, PSSA and SSA activities for the majority of systems, and a software safety assessment of the software, which had been modified for the New Operations Room.

## SKYGUIDE, SWITZERLAND

Supported the development of a number of safety cases, including the Kloten-Dubendorf Operational Transfer, the replacement ground-ground communications system, the Zurich airport ILS equipment and the Dubendorf Air-Ground Communications system.

## COVENTRY AIRPORT, UK

Safety cases for the Tower and Approach Control Room refurbishment, Flight Data Processing System, MET System, Automated Terminal Information System and Aerodrome Ground Lighting Control System. Supported the development of the Unit Safety Case.

# CASE STUDIES

## ATM MODERNISATION, DANISH CAA , DENMARK



Safety related activities including assistance in introducing a project safety management regime for the ATM modernisation programme, derivation of top level safety requirements and allocation to sub-systems using FHA and PSSA techniques and development of individual safety plans and Initial Safety Cases.

## AIRFIELD GROUND LIGHTING SYSTEMS, EAST MIDLANDS AIRPORT, UK



Complete Safety Case for the design, installation and commissioning of the replacement AGL control and monitoring system . The project covered all aspects of the Safety Case from Functional Hazard Analysis through to acceptance of the case by the regulator.

## FLIGHT DATA PROCESSING SYSTEMS, NATS, UK



Safety related studies including the dependability requirements for a replacement FDPS, safety assessment of the requirements for an automated flight plan reception facility and an assessment of the supplier safety management process for the new Oceanic FDPS at Prestwick

## CAIRDE 2000 PROGRAMME, IRISH AVIATION AUTHORITY (IAA), IRELAND

Support ed the IAA's CAIRDE 2000 programme including supplier selection, independent assessment of safety cases and supporting evidence, conduct of a Safety Assessment to support the safe entry to service of the system at Shannon and Dublin Area Control Centres.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**SOLEMN DECLARATION**

(art. 8 of L. 1599/1986)

| | | | |
|---|---|---|---|
| To: | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. | | |
| Name: | Christoph Hans | Surname: | Nanke |
| Father's name and Surname: | Egmond Hans, Nanke | | |
| Mother's name and surname: | Gertrud Anneliese Ernestine, Nanke | | |
| Date of Birth: | 05.08.1966 | | |
| Place of Birth: | Rüsselsheim | | |
| ID No: | 409424755 | Tel: +49 69 690 78459 | |
| Place of Residence: Wiesbaden | Street: Am Allersberg | No.: 9 | PC: 65191 |
| Fax: +49 69 690 495 78459 | | Email: c.nanke@fraport.de | |

I, the undersigned, acting as legal representative of the legal entity under the corporate name Fraport AG Frankfurt Airport Services Worldwide, established under the laws of Germany, with company registration number HRB 7042 and registered offices at Germany, 60547 Frankfurt am Main, with German tax registration number DE 114150623 being a member of the Consortium "FRAPORT AG-SLENTEL LTD" by holding a 65.00% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic pursuant to paragraph 4.1.9(b) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Contractor (as this term is defined in the Request for Proposal) is "INTRACOM CONSTRUCTIONS SOCIETE ANONYME TECHNICAL AND STEEL CONSTRUCTIONS", with distinctive title "INTRAKAT", seated at Peania, Attiki (19th km Peania-Markopoulo avenue, 19002 PEANIA), T:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

The description of the experience and of the credentials of the Contractor is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Contractor of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

Athens, 30-9-2014

Christoph Hans Nanke

ΕΛΛΗΝΙΚΗ ΔΗΜΟΣ ΚΕΠ (4)

Βεβαιώνεται το γνήσιο της απογραφής του Christoph Hans Nanke
409424755
Ημερ. 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
ΔΗ αρμόδια Υπάλληλος
ΜΑΡΙΑ ΤΤΥΜΑΝΙΔΟΥ
ΔΕΙΔ

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν.1599/1986)

| | | | |
|---|---|---|---|
| Προς: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | |
| Ο-Η Όνομα: | Christoph Hans | Επώνυμο: Nanke | |
| Όνομα και Επώνυμο Πατέρα: | Egmond Hans, Nanke | | |
| Όνομα και Επώνυμο Μητέρας: | Gertrud Anneliese Ernestine, Nanke | | |
| Ημερομηνία Γέννησης: | 05.08.1966 | | |
| Τόπος Γέννησης: | Rüsselsheim | | |
| Αριθμός Ταυτότητας | 409424755 | τηλ | +49 69 690 78459 |
| Τόπος Κατοικίας: Wiesbaden | | Οδός: Am Allersberg | Αριθ.: 9 T.K.: 65191 |
| Αρ. Τηλεομοιοτύπου (Fax): | +49 69 690 495 78459 | Δ/νση Ηλεκτρ. Ταχυδρομείου | : c.nanke@fraport.de |

Ο κάτωθι υπογεγραμμένος, ενεργώντας ως νόμιμος εκπρόσωπος του νομικού προσώπου με την εταιρική επωνυμία Fraport AG Frankfurt Airport Services Worldwide, που συστήθηκε σύμφωνα με τους νόμους της Γερμανίας, με αριθμό μητρώου εταιρίας HRB 7042 και το οποίο εδρεύει στην Γερμανία, 60547 Φρανκφούρτη am Main, με αριθμό φορολογικού μητρώου Γερμανίας DE 114150623, όντας μέλος της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD" κάτοχος του 65,00% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται από τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(β) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Εργολάβος (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η «ΙΝΤΡΑΚΟΜ ΚΑΤΑΣΚΕΥΕΣ ΑΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ ΤΕΧΝΙΚΩΝ ΕΡΓΩΝ ΚΑΙ ΜΕΤΑΛΛΙΚΩΝ ΚΑΤΑΣΚΕΥΩΝ» με διακριτικό τίτλο "INTRAKAT", που εδρεύει στην Παιανία Αττικής (19ο χλμ Λεωφ. Παιανίας Μαρκοπούλου, 19002 ΠΑΙΑΝΙΑ), T:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Εργολάβου. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν την ικανοποίηση από τον Εργολάβο των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα, 30-9-2014

ΕΠΙΣΗΜΗ ΣΦΡΑΓΙΔΑ

ΥΠΟΓΡΑΦΗ

Christoph Hans Nanke

Βεβαιώνεται το γνήσιο της υπογραφής του Christoph Hans Nanke
Α. Δ. Τ. 409424755
Κηφισιά 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ
ΔΕ/Δ'
ΥΠΟΓΡΑΦΗ

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του επισυναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 03/10/2014
Η μεταφράζουσα και βεβαιούσα δικηγόρος

ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 175 61 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& FAX: 210 9834377
ΑΦΜ: 043960730 ΔΟΥ ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20257

**SOLEMN DECLARATION**

(art. 8 of L. 1599/1986)

| | | | |
|---|---|---|---|
| To: | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. | | |
| Name: | Charles | Surname: | Weinland |
| Father's name and Surname: | Dieter, Weinland | | |
| Mother's name and surname: | Frauke Emmy Martha, Weinland | | |
| Date of Birth: | 09.02.1969 | | |
| Place of Birth: | Kiel | | |
| ID No: | 415332590 | Tel: +49 69 690 70782 | |
| Place of Residence: Schwalbach | Street: Pfingstbrunnenstr. | No.: 16a | PC: 65824 |
| Fax: +49 69 690 495 70782 | Email: c.weinland@fraport.de | | |

I, the undersigned, acting as legal representative of the legal entity under the corporate name Fraport AG Frankfurt Airport Services Worldwide, established under the laws of Germany, with company registration number HRB 7042 and registered offices at Germany, 60547 Frankfurt am Main, with German tax registration number DE 114150623 being a member of the Consortium "FRAPORT AG-SLENTEL LTD" by holding a 65.00% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic pursuant to paragraph 4.1.9(b) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Contractor (as this term is defined in the Request for Proposal) is "INTRACOM CONSTRUCTIONS SOCIETE ANONYME TECHNICAL AND STEEL CONSTRUCTIONS", with distinctive title "INTRAKAT", seated at Peania, Attiki (19th km Peania-Markopoulo avenue, 19002 PEANIA), T:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

The description of the experience and of the credentials of the Contractor is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Contractor of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

Athens, 30-9-.2014

Charles Weinland

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ ΔΗΜΟΣ ΚΗΦΙΣΙΑΣ Κ.Ε.Π.

Βεβαιώνεται το γνήσιο της υπογραφής του Charles

Καφισιά 30/9/2014

ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΧΡΥΣΑΝΙΔΟΥ

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν 1599/1986)

| | | | |
|---|---|---|---|
| Πρός: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | |
| Ο-Η Όνομα: | Charles | Επώνυμο: Weinland | |
| Όνομα και Επώνυμο Πατέρα: | Dieter, Weinland | | |
| Όνομα και Επώνυμο Μητέρας: | Frauke Emmy Martha, Weinland | | |
| Ημερομηνία Γέννησης: | 09.02.1969 | | |
| Τόπος Γέννησης: | Kiel | | |
| Αριθμός Ταυτότητας | 415332590 | Τηλ: | +49 69 690 70782 |
| Τόπος Κατοικίας: Schwalbach | | Οδός: Pfingstbrunnen str. | Αριθ.: 16A Τ.Κ.: 65824 |
| Αρ. Τηλεομοιοτύπου (Fax): | +49 69 690 495 70782 | (Email): | c.weinland@fraport.de |

Ο κάτωθι υπογεγραμμένος, ενεργώντας ως νόμιμος εκπρόσωπος του νομικού προσώπου με την εταιρική επωνυμία Fraport AG Frankfurt Airport Services Worldwide, που συστήθηκε σύμφωνα με τους νόμους της Γερμανίας, με αριθμό μητρώου εταιρίας HRB 7042 και το οποίο εδρεύει στην Γερμανία, 60547 Φρανκφούρτη am Main, με αριθμό φορολογικού μητρώου Γερμανίας DE 114150623, όντας μέλος της Κοινοπραξίας "FRAPORT AG-SLENTEL LTD" κάτοχος του 65,00% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται από τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(β) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Εργολάβος (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η «ΙΝΤΡΑΚΟΜ ΚΑΤΑΣΚΕΥΕΣ ΑΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ ΤΕΧΝΙΚΩΝ ΕΡΓΩΝ ΚΑΙ ΜΕΤΑΛΛΙΚΩΝ ΚΑΤΑΣΚΕΥΩΝ» με διακριτικό τίτλο "INTRAKAT", που εδρεύει στην Παιανία Αττικής (19ο χλμ Λεωφ. Παιανίας Μαρκοπούλου, 19002 ΠΑΙΑΝΙΑ), T:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Εργολάβου. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν την ικανοποίηση από τον Εργολάβο των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα, 30-9-2014

ΕΠΙΣΗΜΗ ΣΦΡΑΓΙΔΑ

ΥΠΟΓΡΑΦΗ

Charles Weinland

Βεβαιώνεται το γνήσιο της υπογραφής του Charles Weinland
ΑΔΤ 415332590
Κηφισιά 30/9/2014
ΜΕ ΕΝΤΟΛΗ ΔΗΜΑΡΧΟΥ
Η αρμόδια Υπάλληλος
ΜΑΡΙΑ ΣΤΥΛΙΑΝΙΔΟΥ
ΔΕ/Δ'
ΥΠΟΓΡΑΦΗ

Ακριβής μετάφραση στην ελληνική γλώσσα εκ του ...αναπτόμενου πρωτοτύπου στην αγγλική.
Αθήνα, 03/10/2014
...μετάφράζουσα και βεβαιούσα
Διληγόρος
ΙΡΙΣ Ι. ΠΑΠΑΔΟΠΟΥΛΟΥ
ΔΙΚΗΓΟΡΟΣ
ΑΛΚΥΟΝΗΣ 37, 175 61 ΠΑΛ. ΦΑΛΗΡΟ
ΤΗΛ.& ΕΛΛ. 210 9884377
ΑΦΜ: 043960739 - ΔΟΥ ΠΑΛ. ΦΑΛΗΡΟΥ
Α.Μ. Δ.Σ.Α.: 20257

ΥΠΕΥΘΥΝΗ ΔΗΛΩΣΗ

(άρθρο 8 Ν.1599/1986)

| | | | | |
|---|---|---|---|---|
| Προς: | Το ΤΑΜΕΙΟ ΑΞΙΟΠΟΙΗΣΗΣ ΙΔΙΩΤΙΚΗΣ ΠΕΡΙΟΥΣΙΑΣ ΤΟΥ ΔΗΜΟΣΙΟΥ Α.Ε. | | | |
| Ο-Η Όνομα: | ΑΙΚΑΤΕΡΙΝΗ Επώνυμο: ΗΜΕΛΛΟΥ | | | |
| Όνομα και Επώνυμο Πατέρα: | ΗΛΙΑΣ ΗΜΕΛΛΟΣ | | | |
| Όνομα και Επώνυμο Μητέρας: | ΚΑΛΛΙΟΠΗ ΗΜΕΛΛΟΥ | | | |
| Ημερομηνία Γέννησης: | 28/1/1966 | | | |
| Τόπος Γέννησης: | ΑΘΗΝΑ | | | |
| Αριθμός Δελτίου Ταυτότητας/Διαβατηρίου: | ΑΚ 221264 | Τηλ: | | |
| Τόπος Κατοικίας: ΔΡΟΣΙΑ ΑΤΤΙΚΗΣ Οδός: ΔΩΔΕΚΑΝΗΣΟΥ | | Αριθ.: 17Α | Τ.Κ.: 14572 | |
| Αρ. Τηλεομοιοτύπου (Fax): | | Δ/νση Ηλεκτρ. Ταχυδρομείου | imellouk@yahoo.gr | |

Η κάτωθι υπογεγραμμένη, ενεργώντας ως πληρεξουσία του νομικού προσώπου με την εταιρική επωνυμία SLENTEL LIMITED, που συστήθηκε σύμφωνα με τους νόμους της Κυπριακής Δημοκρατίας με αριθμό μητρώου εταιρίας ΗΕ 280254 και το οποίο εδρεύει στην Κύπρο Λευκωσία, Οδός Αγίου Προκοπίου 13, 2406, Εγκωμή, με Κυπριακό αριθμό φορολογικού μητρώου 12280254J όντας μέλος της Κοινοπραξίας «FRAPORT AG – SLENTEL LTD», κάτοχος του 35% της Κοινοπραξίας, έχοντας πλήρη επίγνωση των συνεπειών που προβλέπονται από τον Ελληνικό νόμο 1599/1986 για τις ψευδείς/αναληθείς υπεύθυνες δηλώσεις, δηλώνω δια της παρούσης, σχετικά με την υποβολή εκ μέρους της ως άνω Κοινοπραξίας δεσμευτικής προσφοράς για την παροχή υπηρεσιών σε σχέση με την λειτουργία και συντήρηση των Περιφερειακών Αεροδρομίων της Ομάδας Α του Ελληνικού Δημοσίου, σύμφωνα με την παράγραφο 4.1.9(β) της σχετικής Πρόσκλησης Υποβολής Προσφοράς που εξέδωσε το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου (ΤΑΙΠΕΔ) Α.Ε. στις 4 Φεβρουαρίου 2014, ότι η εταιρεία που προτείνεται από την Κοινοπραξία μας ως Εργολάβος (όπως ο όρος αυτός καθορίζεται στην Πρόσκληση Υποβολής Προσφοράς) είναι η «ΙΝΤΡΑΚΟΜ ΚΑΤΑΣΚΕΥΕΣ ΑΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ ΤΕΧΝΙΚΩΝ ΕΡΓΩΝ ΚΑΙ ΜΕΤΑΛΛΙΚΩΝ ΚΑΤΑΣΚΕΥΩΝ» με διακριτικό τίτλο "INTRAKAT", που εδρεύει στην Παιανία Αττικής (19ο χλμ Λεωφ. Παιανίας Μαρκοπούλου, 19002 ΠΑΙΑΝΙΑ), Τ:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

Επισυνάπτεται περιγραφή της εμπειρίας και των επαγγελματικών προσόντων του Εργολάβου. Εφόσον η Κοινοπραξία μας επιλεγεί ως ο Επιλεγείς Επενδυτής ή ο Αναπληρωματικός Υποψήφιος θα υποβάλουμε, εντός τριάντα (30) ημερών από την επιλογή μας, στο Δημόσιο και στο ΤΑΙΠΕΔ όλα τα απαραίτητα στοιχεία που αποδεικνύουν την ικανοποίηση από τον Εργολάβο των απαιτήσεων της παραγράφου 4.1.9(c) της Πρόσκλησης Υποβολής Προσφοράς.

Αθήνα 17-9-2014

Αικατερίνη Ήμελλου

Βεβαιώνεται το γνήσιο της υπογραφής της ΗΜΕΛΛΟΥ ΑΙΚΑΤΕΡΙΝΗΣ ΑΔΤ ΑΚ 221264 Αθήνα 17-09-2014

Ελισάβετ Σεντζούκη ΠΕ Δ/Γ

## SOLEMN DECLARATION

(art. 8 of L. 1599/1986)

| | | | | | |
|---|---|---|---|---|---|
| To: | THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A | | | | |
| Name: | AIKATERINI | Surname: IMELLOU | | | |
| Father's name and Surname: | ILIAS IMELLOS | | | | |
| Mother's name and surname: | KALLIOPI IMELLOU | | | | |
| Date of Birth: | 28/1/1966 | | | | |
| Place of Birth: | ATHENS | | | | |
| Identity/Passport No: | AK 221264 | Tel: | | | |
| Place of Residence: DROSIA ATTIKI | Street: DODEKANISOU | | No.: 17A | PC: 14572 | |
| Fax: | | Email: | imellouk@yahoo.gr | | |

I, the undersigned, acting as attorney in fact of the legal entity under the corporate name SLENTEL LIMITED, established under the laws of Cyprus, with company registration number HE 280254 and registered offices at 13 Agiou Prokopiou Street, 2406 Egkomi, Nicosia, Cyprus with Cyprus tax registration number 12280254J, being a member of the Consortium «FRAPORT AG – SLENTEL LTD» by holding a 35% stake in the Consortium, being fully aware of the consequences of the Greek law 1599/1986 for making false / untrue solemn declarations, hereby declare in connection with the submission by the above Consortium of a binding offer for the provision of services in relation to the operation and maintenance of the Cluster A Regional Airports of the Hellenic Republic pursuant to paragraph 4.1.9(b) of the relevant Request for Proposal issued by the Hellenic Republic Asset Development Fund S.A. ("HRADF") on 4 February 2014, that the company proposed by our Consortium to act as the Contractor (as this term is defined in the Request for Proposal) is "INTRACOM CONSTRUCTIONS SOCIETE ANONYME TECHNICAL AND STEEL CONSTRUCTIONS", with distinctive title "INTRAKAT", seated at Peania, Attiki (19th km Peania-Markopoulo avenue, 19002 PEANIA), T:+302106674700, F:+302106646353, E: info@intrakat.gr, W: http://www.intrakat.com.

The description of the experience and of the credentials of the Contractor is attached hereto. Should our Consortium be selected as the Preferred Investor or the Reserve Candidate we shall submit, within thirty (30) days from our selection, all the required evidence to the Greek State and the HRADF in relation to the satisfaction by the Contractor of the conditions set out in paragraph 4.1.9(c) of the Request for Proposal.

Athens, 17-9-2014

OFFICIAL SEAL

Signature

.....

AIKATERINI IMELLOU

This is to certify that the signature appearing is the signature of Mrs IMELLOU AIKATERINI
ID No AK221264
Kifisia 17-09-2014
By MAYOR'S AUTHORIZATION
The Department Chief of the Public Services Support
SIGNATURE
Elisavet Sentzouik TE 17/C

True and exact translation to the English language of the hereto-attached document in Greek.
Athens, 25/09/2014.
The certifying lawyer

ADAM STYLIANI
ATTORNEY AT LAW -
A.B.A. REG. No. 2362B

Company Profile

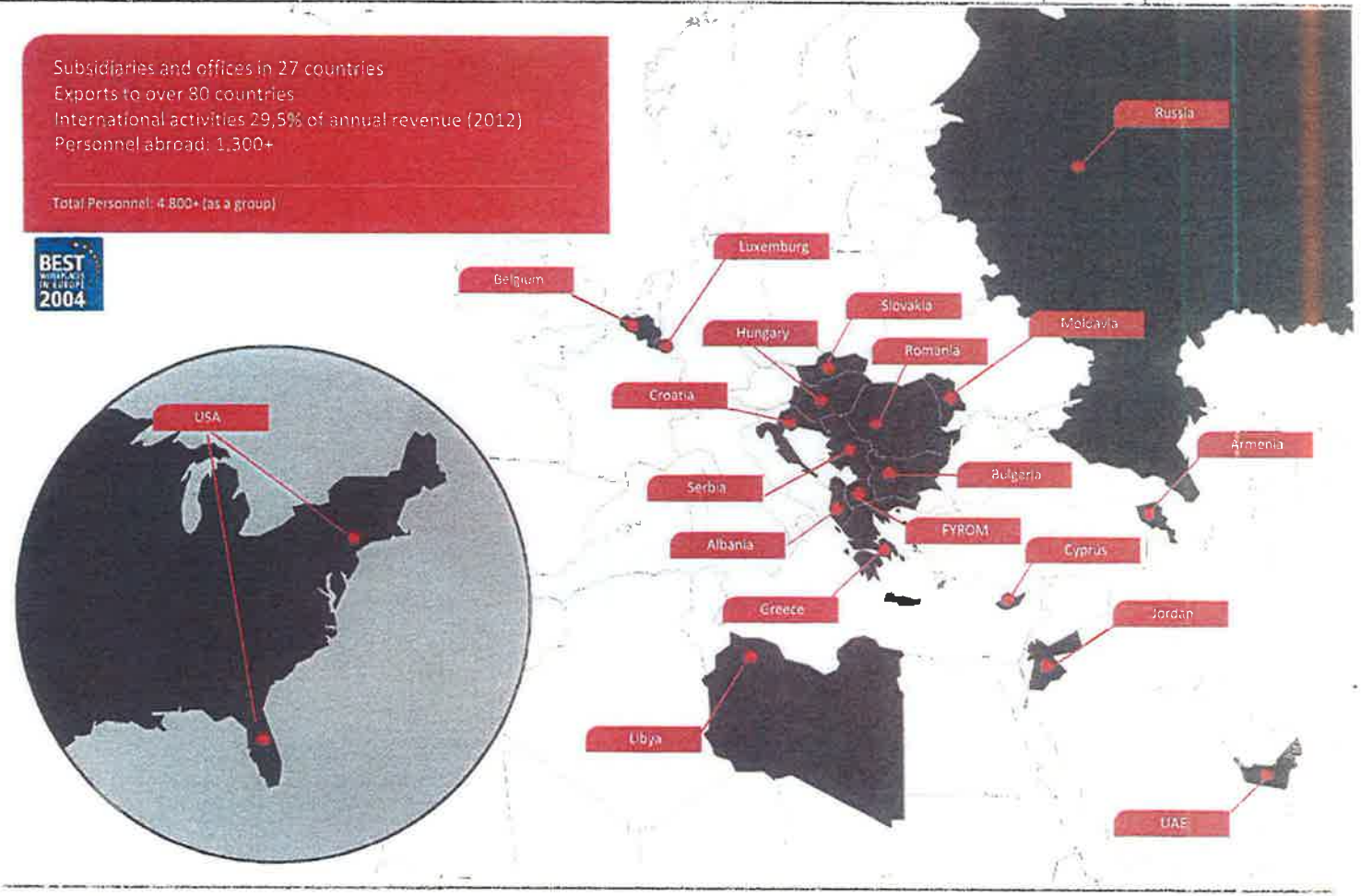
INTRAKAT

## INTRACOM HOLDINGS: THE SHAREHOLDER

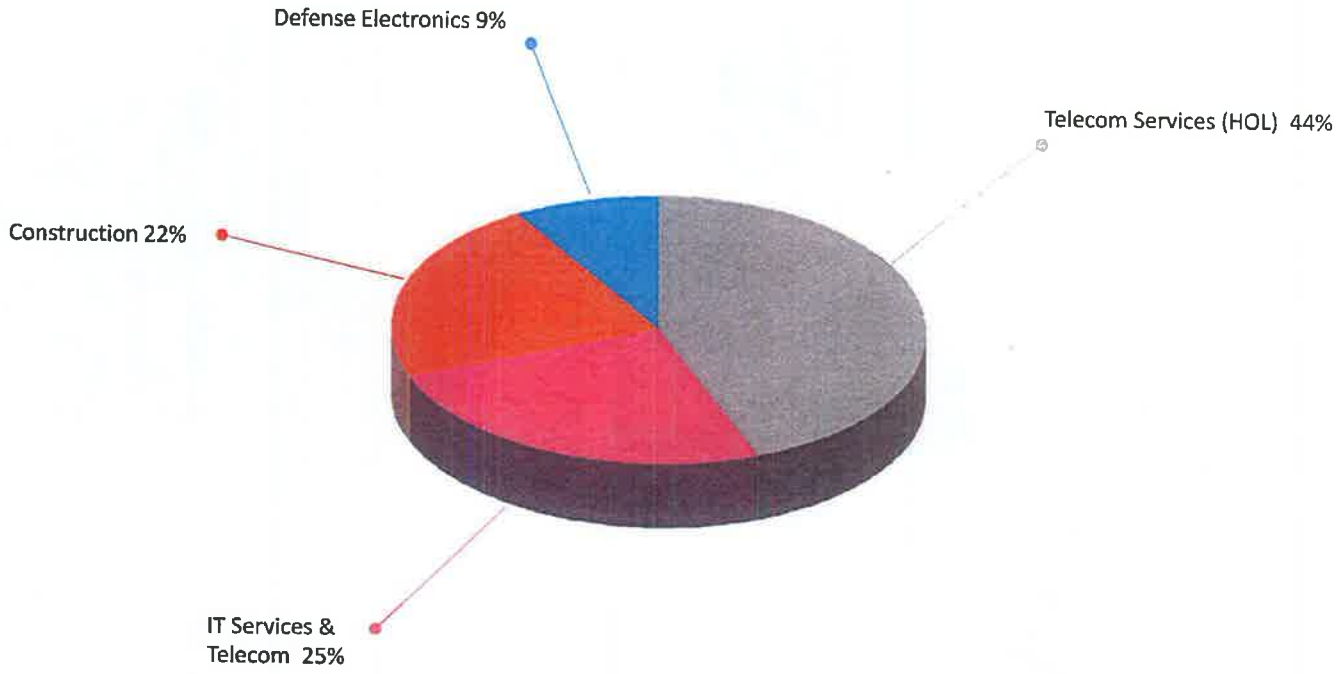



## BROAD PORTFOLIO OF PRODUCTS / SOLUTIONS / SERVICES

## INTRACOM HOLDINGS: INTERNATIONAL ACTIVITY



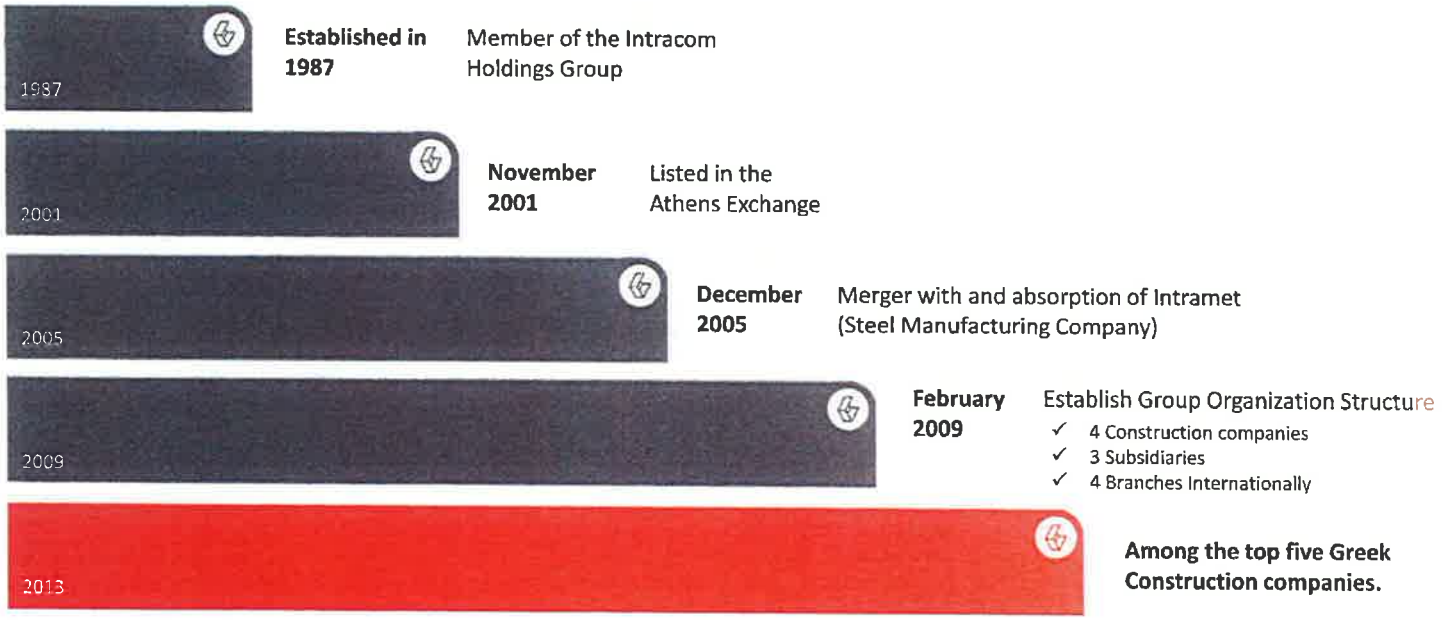
## INTRACOM HOLDINGS: BASED ON 2013 GROUP TURNOVER




Total : € 513,7 mil.

## INTRAKAT - KEY MILESTONES

INTRAKAT




### HIGHLIGHTS

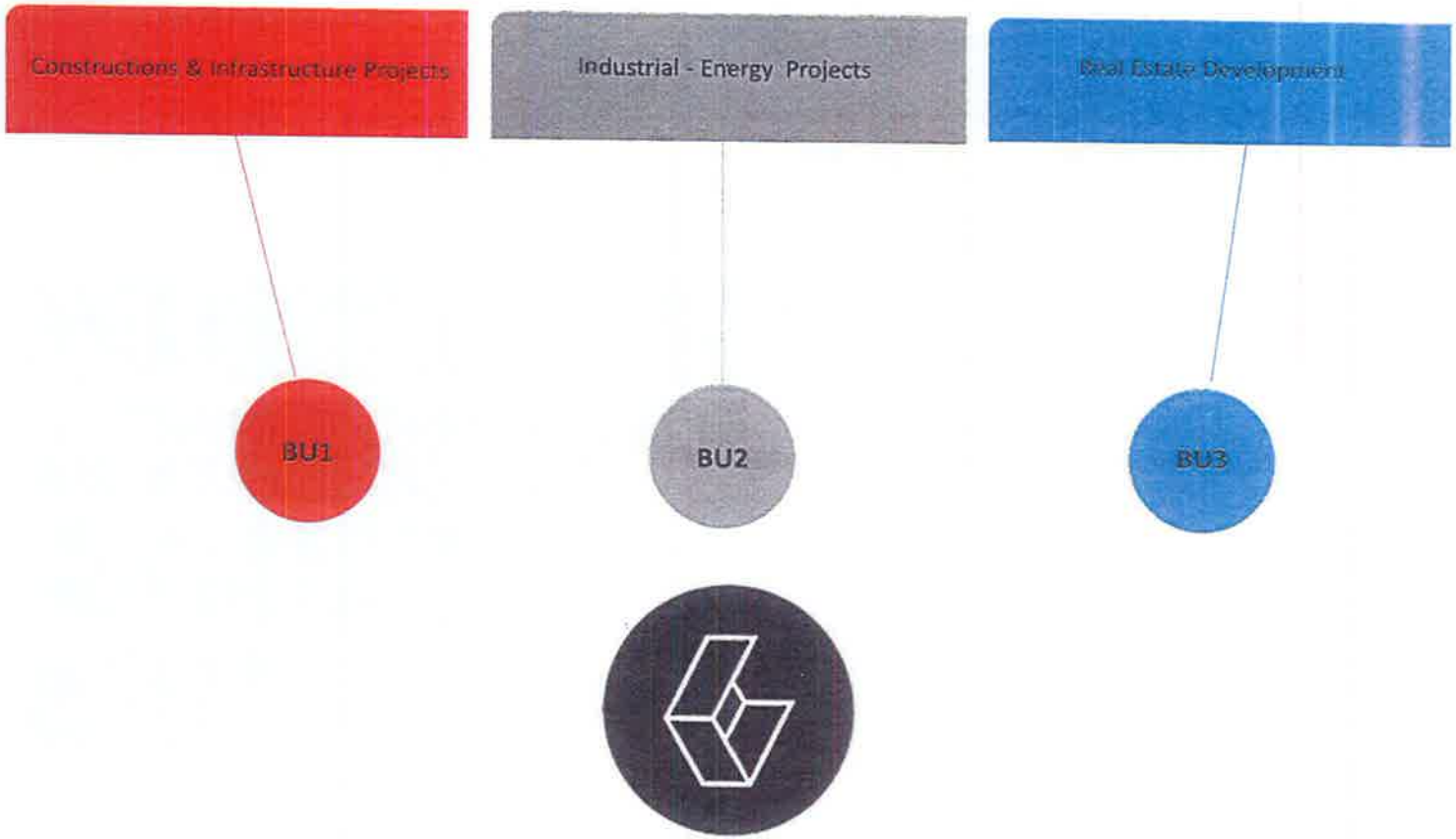
**Turnover**

- ✓**2013:** 110 million euro
- ✓**2012:** 125 million euro
- ✓**2011:** 127 million euro

- ✓**Backlog:** 317 million euro
- ✓**International Group:** operates in 8 countries

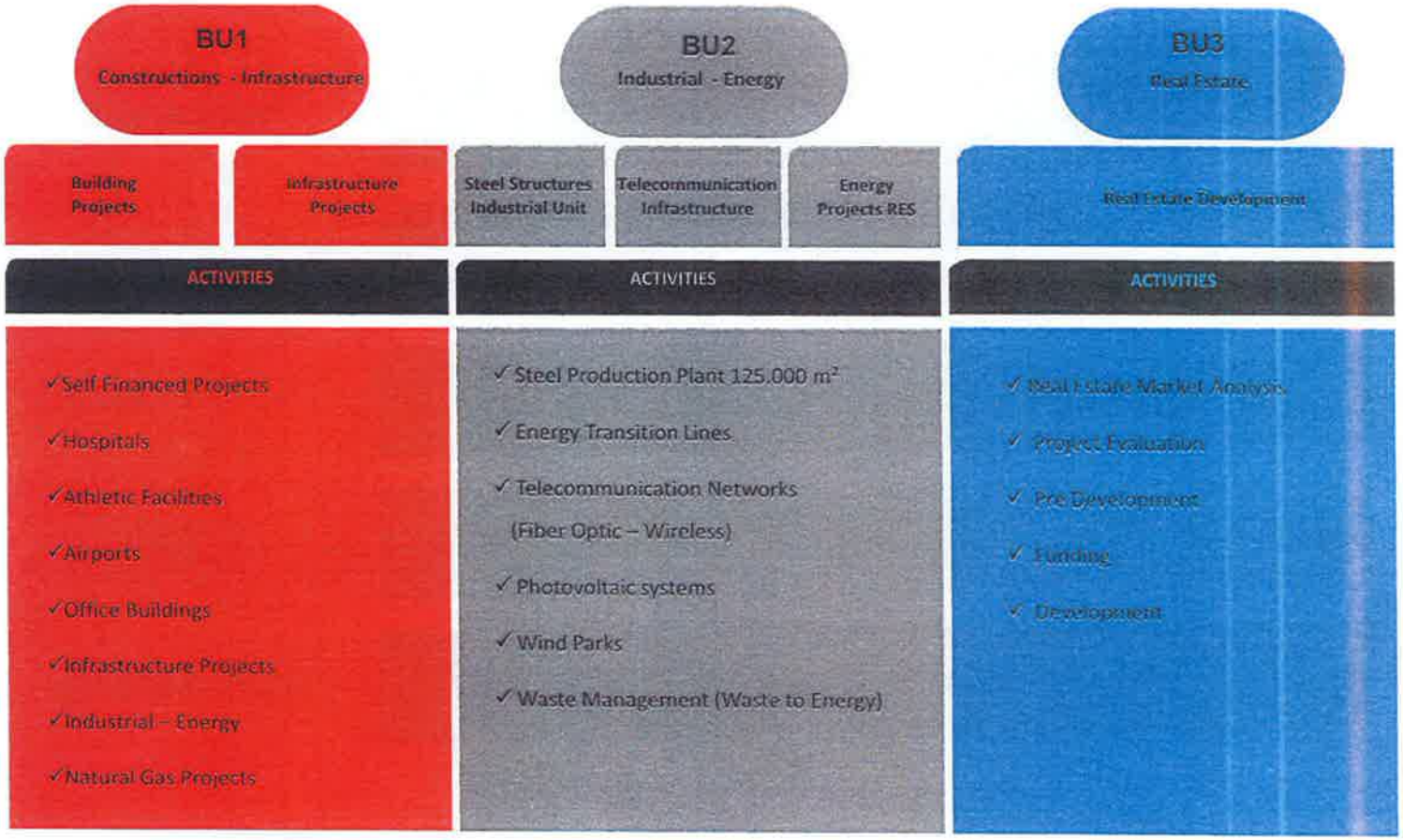
## COMPANY ACTIVITY

INTRAKAT



## COMPANY ACTIVITY

INTRAKAT



## MAIN SUBSIDIARIES

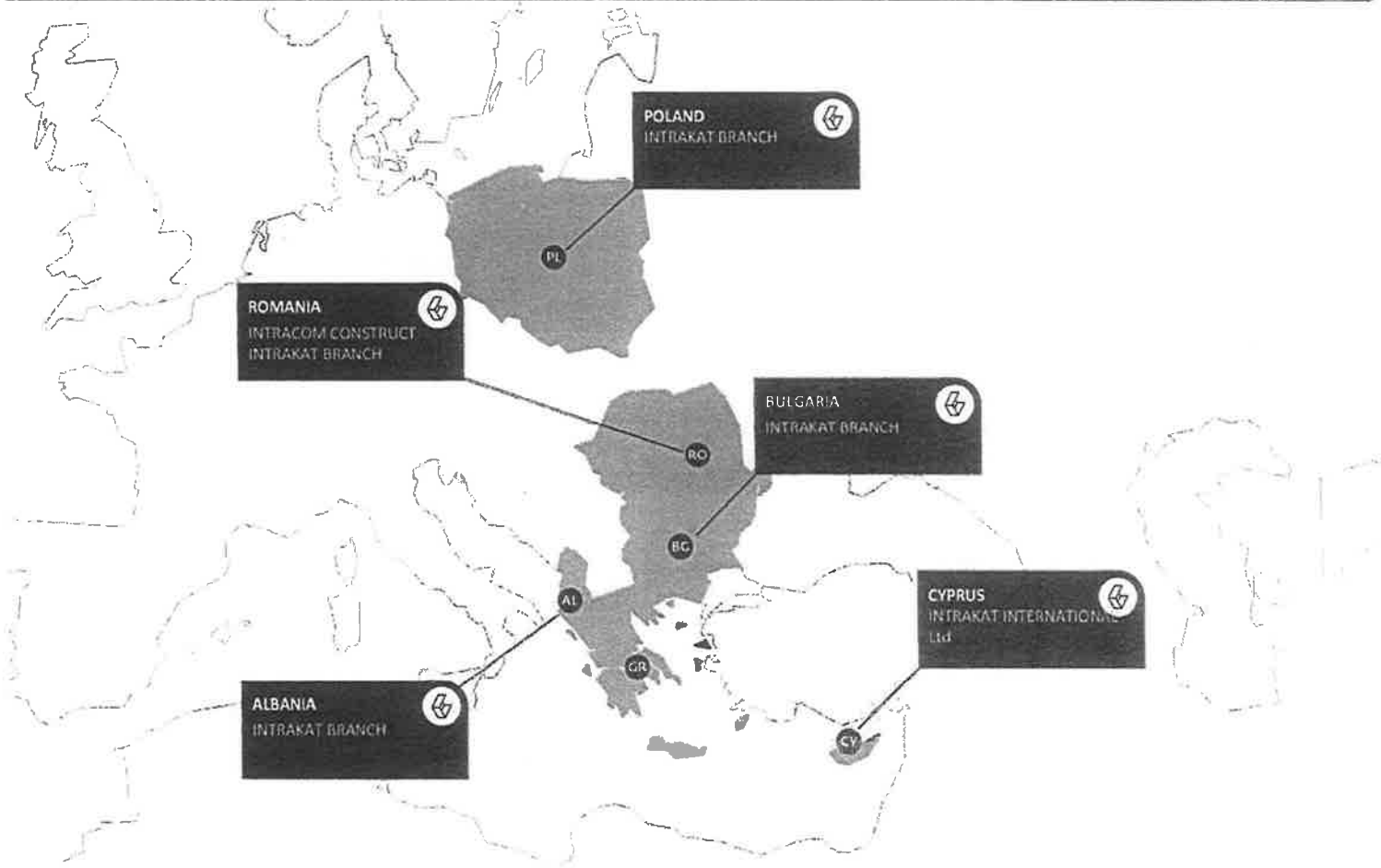
INTRAKAT

| | | |
|---|---|---|
| PRISMADOML | CONSTRUCTION / ENVIRONMENTAL | Company specialised in construction works, installations and waste management with contractors' certificate to participate in medium scale public tenders. Extensive experience and expertise in environmental and energy projects. |
| EUROKAT | CONSTRUCTION SERVICES | Construction company, active in energy and construction projects with contractors' certificate to participate in small scale public tenders. The company specialises in constructing and managing parking facilities. |
| IN MAINT | MAINTENANCE | Facility maintenance company providing integrated management, operating and maintenance services for buildings and electromechanical, industrial & sports facilities. |
| INTRAPOWER | ENERGY / RENEWABLES | Specialized in turn key construction of Renewable Energy Projects with high levels of technical know-how and environmental sensitivity. |
| FRACASSO | ROAD SAFETY SYSTEMS | Road safety systems company that designs, manufactures and provides an entire range of road restrain systems for modern motorways fully in line with European and international safety standards such as the EN 1317 standard. Collaboration with Italian company FRACASSO SpA |

## GEOGRAPHICAL FOOTPRINT

6 Branches-2 construction companies

INTRAKAT



## GEOGRAPHICAL FOOTPRINT

INTRAKAT



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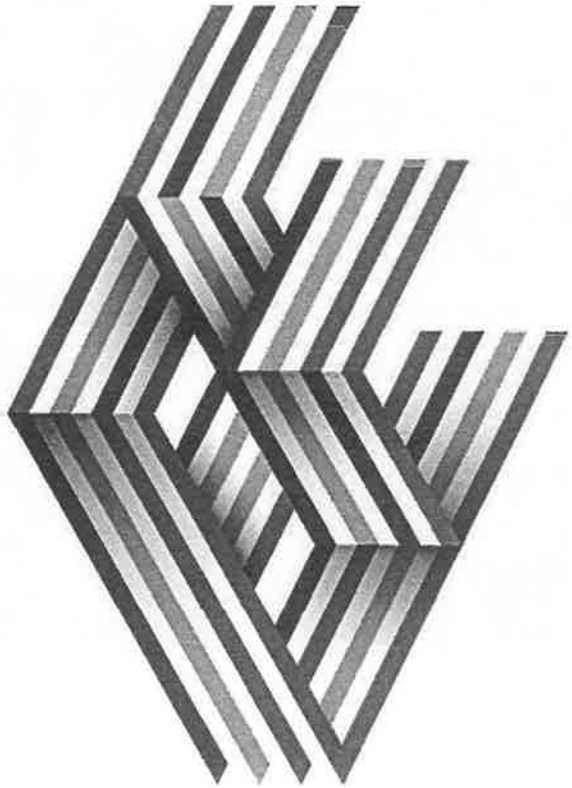
0030 6944 524921

INTRAKAT

INDICATIVE PROJECTS



## INFRASTRUCTURE PROJECTS – AIRPORTS

INTRAKAT

**Hellenic Ministry for the Environment, Physical Planning and Public Works** Expansion of terminal building, single level plus basement at the public airport of Karpathos, 12.500 m²

**Location:** Karpathos Island – Southern Greece
**Budget:** 31,77 mil €
**Construction Period:** 2005-2010









## INFRASTRUCTURE PROJECTS – AIRPORTS

**Ministry of Development, Competitiveness, Infrastructures, Transport & Networks)**
Construction of the new maneuvering area of the National Paros Airport

**Location:** Paros Island

**Budget:** 13,1 mil Euros (+ VAT)

**Description:** 1400 m length by 45 m total width Aircraft Runway , with safety areas at both ends . Two taxiways, connecting runway with aircraft parking area. Parking area 200m X 130 m. Auxiliary route. Storage area. Drainage works. Runway and taxiways light signaling. Fencing and earthworks for new buildings.





## INFRASTRUCTURE PROJECTS – ROAD CONSTRUCTION PROJECTS

INTRAKAT

01 **Eastern Peloponnese Motorway,** Corinth-Tripoli-Kalamata and Lefktro-Sparta Section; 182.5 km.

02 **Egnatia Odos S.A.** Reconstruction of the Thessaloniki-Kavala National Road- Part Strymonas-AghiosAndreas, 51 km

03 **Ministry of Environment & Public Works** Arta-Fillipiada bypass AghiosDimitrios – Selades section, 39 km.

04 **Central Macedonia Region** Construction of the Kassandra road circuit in the Chalkidiki Prefecture, part Poridaea-Kassandria, 17km.

05 **Thessaly Region** Construction of the Artesiano and Rizovouni villages' road detours on the Karditsa-Tripoli national road, 5.2km.

06 **Epirus Region** Reconstruction (improvement-widening-asphalting) of the Tyria-Sistrouni road, Prefecture of Ioannina, 16.7 km.

07 **Ministry of Infrastructure, Transport and Networks** - Construction of the road section Equestrian Center-Kalyvia-Lagonisi-Anavyssos junction, Prefecture of Attica.



Egnatia Odos Thessaloniki - Kavala



Arta–Filippiada bypass

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No. 23628

**Egnatia Odos S.A.** Reconstruction of the Thessaloniki-Kavala National Road- Part Strymonas-AghiosAndreas, 51 km

**Location:** Northern Greece, Kavala

**Budget:** 30 mi. Euros (+VAT)

**Construction Period:** 2005-2008

**Description:** Rehabilitation/Reconstruction of 51km motorway - 2 multi-level junctions - 3 overbridges – E/M works & lighting – Safety barriers procurement & installation – Road signalling & marking





## INFRASTRUCTURE PROJECTS – ROAD CONSTRUCTION PROJECTS

INTRAKAT

**Central Macedonia Region** Construction of the Kassandra road circuit in the Chalkidiki Prefecture, part Potidea-Kassandria, 17km.

**Budget: 38** mi. Euros (+VAT)

**Construction Period:** 2010 - Ongoing

**Description:** Construction of road Potidaea to Cassandra Chalikidiki , Northern Greece. Construction length 15 km with two multilevel junctions 1,2 km length each.






## INFRASTRUCTURE PROJECTS – HYDRAULICS

INTRAKAT

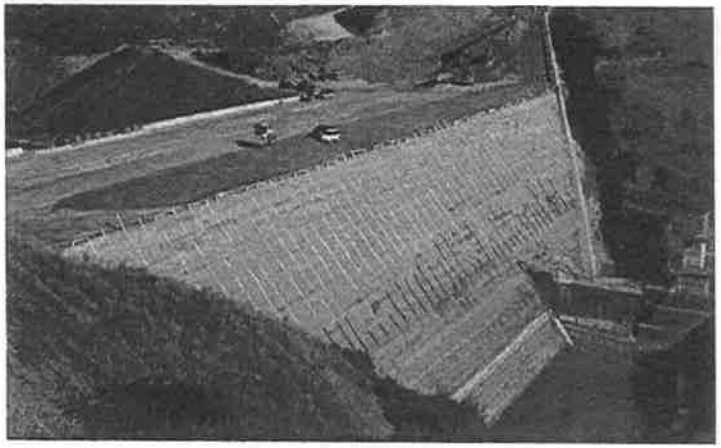
01 **Ministry of Infrastructures, Transportations and Networks** Water supply of Heraklion and Agios Nikolaos from Aposelemis Dam – Reinforcement works of Aposelemi Dam reservoir from Lassithi Plateau

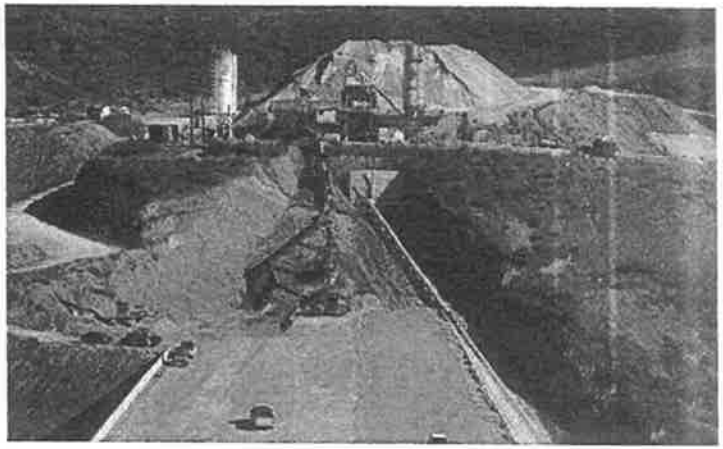
02 **Ministry of Rural Development & Food** Construction of dam in the Filiatrino basin, Prefecture of Messinia. Total volume 430.000 $m^3$ and useful reservoir volume of approximately 8 million $m^3$

03 **Egnatia Odos S.A.** Sewerage works, Municipality of Evergetoula, Lesvos Prefecture- Network Construction (N58.00)

04 **Ministry of Environment & Public Works** Arrangement of Ksirias stream in Corinth

05 **Region of Attica** Ministry of Infrastructure, Transport and Construction of the rainwater effusions network in Peania





Construction of a dam in the Filiatrino basin in Messinia prefecture

## INFRASTRUCTURE PROJECTS – RAILROAD PROJECTS

INTRAKAT

01 **ERGA OSE S.A.** Construction of Railway Line, Stations, Stops and E/M installations of roadworks, Kiato-Rododafni section

02 **National railway company (CFR S.A.) of Romania** Renovation of the 3.800 sq.m. railway station, Oradea, Romania

03 **OSE (National Railway Operator) GSM-R** Fiber Optic Network for the operation of GSM-R system of OSE, 600 km

04 **National railway company (CFR S.A.) of Romania** Modernisation of the CED system and construction of the railway's station control building in Timisoara, Romania.

05 **National railway company (CFR S.A.) of Romania** Modernisation of the railway's station CED system in Bucharest, Romania



Railway works



Kiato-Rododafni section works

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No. 23628

| CLIENT | PROJECT | DESCRIPTION |
|---|---|---|
| **PROMETHEUS GAS SA** | HIGH PRESSURE NATURAL GAS PIPING FROM ALEXANDROUPOLI TO KOMOTINI, GREECE | PROCUREMENT OF MATERIALS AND CONSTRUCTION OF HIGH PRESSURE NATURAL GAS PIPELINE FROM ALEXANDROUPOLIS (ANTHIA) TO KOMOTINI (Φ40 - 54.000m). MONITORING STATIONS / FO CABLING) |









## CONSTRUCTION PROJECTS - OFFICE BUILDINGS/RETAIL & BRANCH NETWORKS

INTRAKAT

01 **Intracom Holdings** Construction of a 7.100 m², 5-level building with two underground levels at Adrianlou street, Athens.

02 **Societe Generale** Construction of bank branches, 1.000 m² in total

03 **Benroubis** Renovation and modernisation of the 11.150 m² building in Marousi (Attica)

04 **Sato Group** Construction of 3.000 m², 3-level office building and stores with three underground levels, Athens, Greece

05 **Intracom Holdings** Construction of 5.000 m², 3-level office building in Xanthi, Greece

06 **BSB** Construction of new building with a total area of 17.500 m², 10th km on the Athens-Lamia National Road, Attica.

07 **Power Production Company of Bucharest** Renovation of the 10.000 m² head offices of the company in Bucharest, Romania



Science Education Centre, Arsakeio Secondary School, Patras



Athens Information Technology building, Peania, Attica

## CONSTRUCTION PROJECTS - HOSPITALS

INTRAKAT

01 **IASO THESSALIAS S.A.** Construction of a 28,000 m², 169-bed private general hospital in Larissa.

02 **REA S.A.** Construction of a 17.900 m², 7-level (plus 4 underground levels), 145-bed maternity hospital

03 **Public Hospital (DEPANOM S.A.)** New General Hospital of Corfu, construction of the 32.400 m², 4-level, (plus two basement levels), 277-bed general hospital

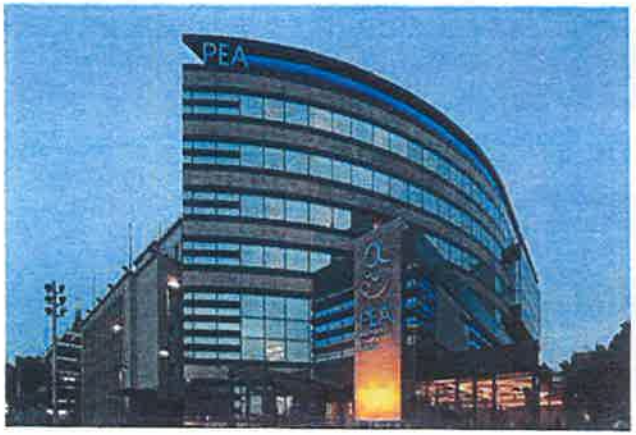
04 **Public Hospital (DEPANOM S.A.)** New General Hospital of Katerini, construction of the 31.600 m² 4-level, 217-bed general hospital

05 **Public Hospital (DEPANOM S.A.)** Construction of the 2.296 m², 2-level, 21-bed psychiatric unit in the Corfu General Hospital

06 **Public Hospital (DEPANOM S.A.)** Construction of the 1.800 m² 2-level, 26-bed, psychiatric unit in the Katerini General Hospital

07 **Ministry of Public Works and Housing & Ministry of Internal Affairs of Romania** Renovation of the 3.000 m² "Prof. Dr. Dimitrie Gerota" emergency hospital, Bucharest

08 **EUROMEDICA S.A.** Construction of a 9,681 m², 114-bed, 3-storey general private clinic with one underground level on the island of Corfu



REA Maternity Hospital


Corfu Public Hospital

## CONSTRUCTION PROJECTS - EDUCATIONAL

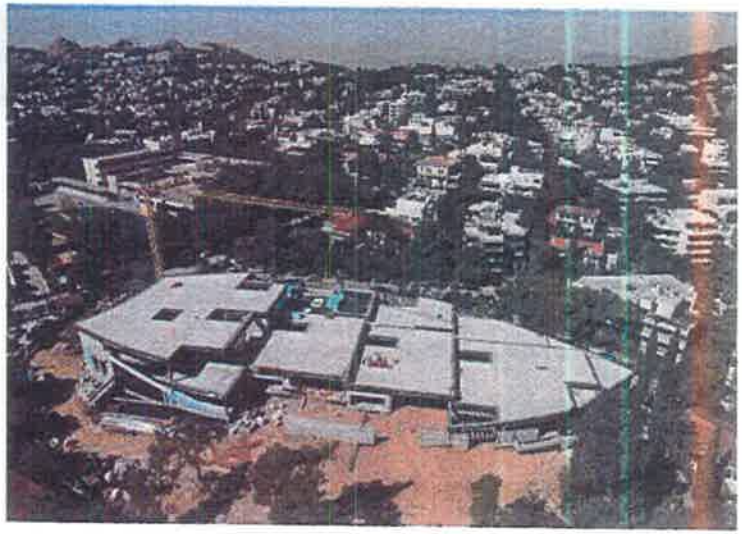
INTRAKAT

- Building Area: 3.000 m²
- Capacity: 276 childs
- Budget: 6 mio. €
- Construction: 2013-2014

Ελληνοαμερικανικόν Εκπαιδευτικόν Ίδρυμα
Κολλέγιο Αθηνών - Κολλέγιο Ψυχικού

✓ **Construction of kindergarten in Psychiko College campus. The Kindergarten "John M. Karras' two pvergropund and two underground parking spaces in American Hellenic Educational Foundation - College. In kindergarten will attend 138 preschool and 138 infants.**



## CONSTRUCTION PROJECTS – RESIDENTIAL COMPLEXES

INTRAKAT

01 **Alpha Krakow Development** Construction of the 70.323 m² "Garden Residence" residential and commercial complex in Krakow, Poland

02 **Blue Riviera** Residential Complex 4.500 m², Agios Konstantinos, Prefecture of Fthiotida, Greece

03 **National Forest Service of Romania** Construction of 1.500 m² hotel unit, Zarnesti, Romania



Blue Riviera, summer residence complex in Agios Konstantinos, Fthiotida



Urban residential and commercial building complex Garden Residence, Krakow, Poland

## NEW CONCESSION PROJECTS

| CLIENT | PROJECT | OPERATION PERIOD | DESCRIPTION |
|---|---|---|---|
| SERRES PREFECTURE WASTE TREATMENT ENTERPRISE | IMPLEMENTATION OF WASTE TREATMENT PLAND IN SERRES PREFECTURE | DESIGN, CONSTRUCTION & 27 YEARS OF OPERATION | NEW WASTE MUNICIPAL TREATMENT PLANT, FINANCING & 27 YEARS OF OPERATION AND MAINTENANCE<br>60.000.000 € |
| ATHENS URBAN TRANSPORT ORGANIZATION | IMPLEMENTATION OF A COMPLETE INFORMATORY SYSTEM FOR URBAN TRANSPROTATIONS IN ATHENS | DESIGN, CONSTRUCTION & 12 YEARS OF OPERATION | DESIGN, CONSTRUCTION, FINANCING & 12 YEARS OPERATION & MAINTENACE OF A COMPLETE INFORMATORY SYSTEM FOR URBAN TRANSPROTATIONS IN ATHENS.<br>48.000.000 € |
| GREEK INFORMATION SOCIETY | IMPLEMENTATION OF A BROADBAND SYSTEM IN REGIONS OF GREECE | CONSTRUCTION & 19 YEARS OF OPERATION | DESIGN, CONSTRUCTION, FINANCING & 19 YEARS OPERATION & MAINTENANCE OF BROADBAND NETWORKS IN RURAL AREAS OF GREECE – GEOGRAPHICAL ZONE 2 (CENTRAL GREECE)<br>161.000.000 € |

# NEW CONCESSION PROJECTS

INTRAKAT




| REGION | PROJECT |
|---|---|
| KARPATHOS ISLAND | • NEW AIRPORT TERMINAL |
| PAROS ISLAND | • NEW AIRPORT RUNWAY |
| LESVOS ISLAND | • EYRGETOULA SEWAGE PIPING INSTALLATIONS |
| CORFU ISLAND | • IOSNIOS MEDICAL CLINIC<br>• NEW GENERAL PUBLIC HOSPITAL |
| ZAKYNTHOS ISLAND | • NEW HEALTH FACILITY |
| CHALKIDIKI (POTIDEA) | • CONSTRUCTION OF THE KASSANDRA ROAD CIRCUIT IN THE CHALKIDIKI PREFECTURE, PART POTIDEA-KASSANDRIA, 17KM |
| CRETE | • WATER SUPPLY OF HERAKLION AND AGIOS NIKOLAOS FROM APOSELEMIS DAM<br>• NEW CORRECTIONAL FACILITIES BUILDING AT NEAPOLI CRETE<br>• COMPLETION OF A ROAD JUNCTION AT RETHYMNON CRETE |

## STEEL STRUCTURES FACTORY

INTRAKAT

- ✓The factory is located in Glannouli Larissa, Central Greece
- ✓Plot surface: 125.000 m²
- ✓Industrial facilities : 25.000 m²
- ✓Employs approximately: 135 persons



### MAJOR CUSTOMERS

Public Power Corporation · AREVA · Hellenic Railways · Hellenic Telecommunications Organization · SIEMENS · INTRACOM · ABB

#### HEAVYWEIGHT STEEL STRUCTURES UNIT

The core activity of the Unit is the production of grating steel, tubular structures, and heavyweight structures.

**PRODUCTION CAPACITY**
**10.000 tones annually**

#### PREFABRICATED METALLIC SHELTERSUNIT

The Unit produces standardized and specialized prefabricated steel shelters.

**PRODUCTION CAPACITY**
**1.200 pieces annually**

#### STEEL TOWERS & MASTS UNIT

**Main products:**

- ✓**Lattice- steel towers** for overhead transmission lines (150kV, 400kV etc.)
- ✓**Supporting structures** for electricity substations
- ✓**Towers and masts**
- ✓**Railway electrification towers**
- ✓**Radar Towers**

**PRODUCTION CAPACITY**
**10.000 tones annually**

#### HOT-DIP GALVANIZING UNIT

The Unit can galvanize structures up to 14 meters.

**PRODUCTION CAPACITY**
**20.000 tones annually**

## TELECOMMUNICATION PROJECTS

INTRAKAT

### Vodafone

01 Fiber optic network Athens – Thessaloniki 382 km

02 Construction of over 1.800 mobile telephony base stations in Greece

03 Refurbishment of 21 retail branches

### Hellas On Line

01 Maintenance of the entire fiber optic network in Greece, 3.500 km

02 Metropolitan fiber optic networks throughout Greece, 3.000 km

### Wind Hellas

01 Construction of over 150 mobile telephony base stations in Greece

02 Refurbishment of 52 retail branches

03 Maintenance; 750 base stations; 9 telecommunication centers

### Cosmote

01 Construction of over 700 mobile telephony base stations in Greece

02 Construction of over 400 mobile telephony base stations in Romania

03 Refurbishment of 26 retail branches

04 Refacing of 200 Germanos retail branches (subsidiary of Cosmote)





### Forthnet

01 Metropolitan fiber optic networks, 430 km

02 Maintenance of 33 telecommunication centers

## TELECOMMUNICATION PROJECTS - FIBER OPTIC NETWORKS

INTRAKAT

**01** **Vodafone**
fiber optic network Athens – Thessaloniki 382 km

**02** **Cyta Hellas**
Metropolitan Fiber Optic Network in Athens, 270 km

**03** **GSM-R**
Fiber Optic Network for the operation of GSM-R system of OSE (National Railway Operator), 600 km

**04** **Forthnet**
Metropolitan fiber optic networks, 430 km

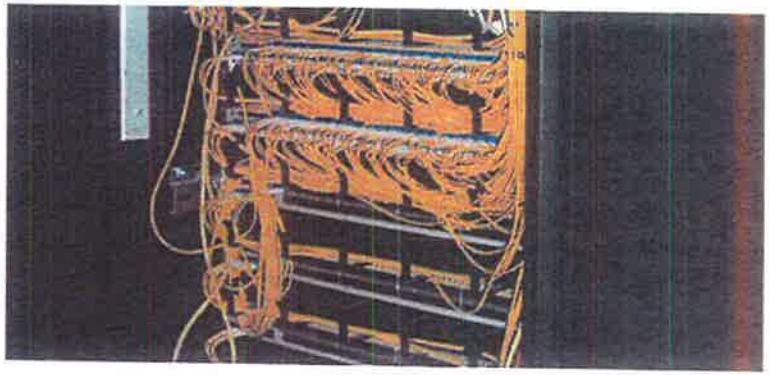
**05** **hellas online**
Metropolitan fiber optic networks throughout Greece, 3.000 km

**06** **Moldtelecom**
Fiber optic network in Moldavia, 1.000 km

**07** **Wind Hellas**
Complete construction (turn key basis) and maintenance for 2 years of 100km backbone fiber optic network, between Rethimnon and Herakleion mobile switching sites on Crete island

**08** **Information Society**
Construction of MAN networks in 28 big cities all over Greece, with more than 780 km of trenching, 1.600.000 m of fiber optic cables and 1.500 FTTX access nodes & access points. Also 238 wireless access points through Wi-fi and Wi-max technology are connected





## TELECOMMUNICATION PROJECTS

| | |
|---|---|
| Attiko Metro S.A. | Installation of radio systems at 18 stations. |
| Hellenic Telecommunications Organisation (OTE) | Installation of rural subscriber radio systems throughout Greece, 250 systems (11 stations per system). |
| SIEMENS | TETRA C4I, installation of TETRA electronic equipment in Attica; 151 stations. |
| STE Syria | Supply and installation of multipoint wireless system equipment (Point to Multipoint Wireless Access System) throughout Syria; 1.000 stations. |
| Moldtelecom | Fiber optic network in Moldavia, 1.000 km |
| Information Society | Construction of MAN networks in 28 big cities of Greece, more than 780 km trenching, 1.600.000 m fiber optic cables and 1.500 FTTX access nodes & access points. Also 238 wireless access points connected through Wi-fi and Wi-max technology |
| Romtelecom | Construction of over 120 FTTH Business Client connections and 150 FTTH Home Client connections |




True translation of the attached true copy from Greek to English, according to Law No 4194/13 (art. 36 par.2a) "For Lawyers"

29/01/2014

Palania.....

The Lawyer who confirms

.....

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Εταιρικό προφίλ

INTRAKAT

## ΟΜΙΛΟΣ INTRACOM HOLDINGS

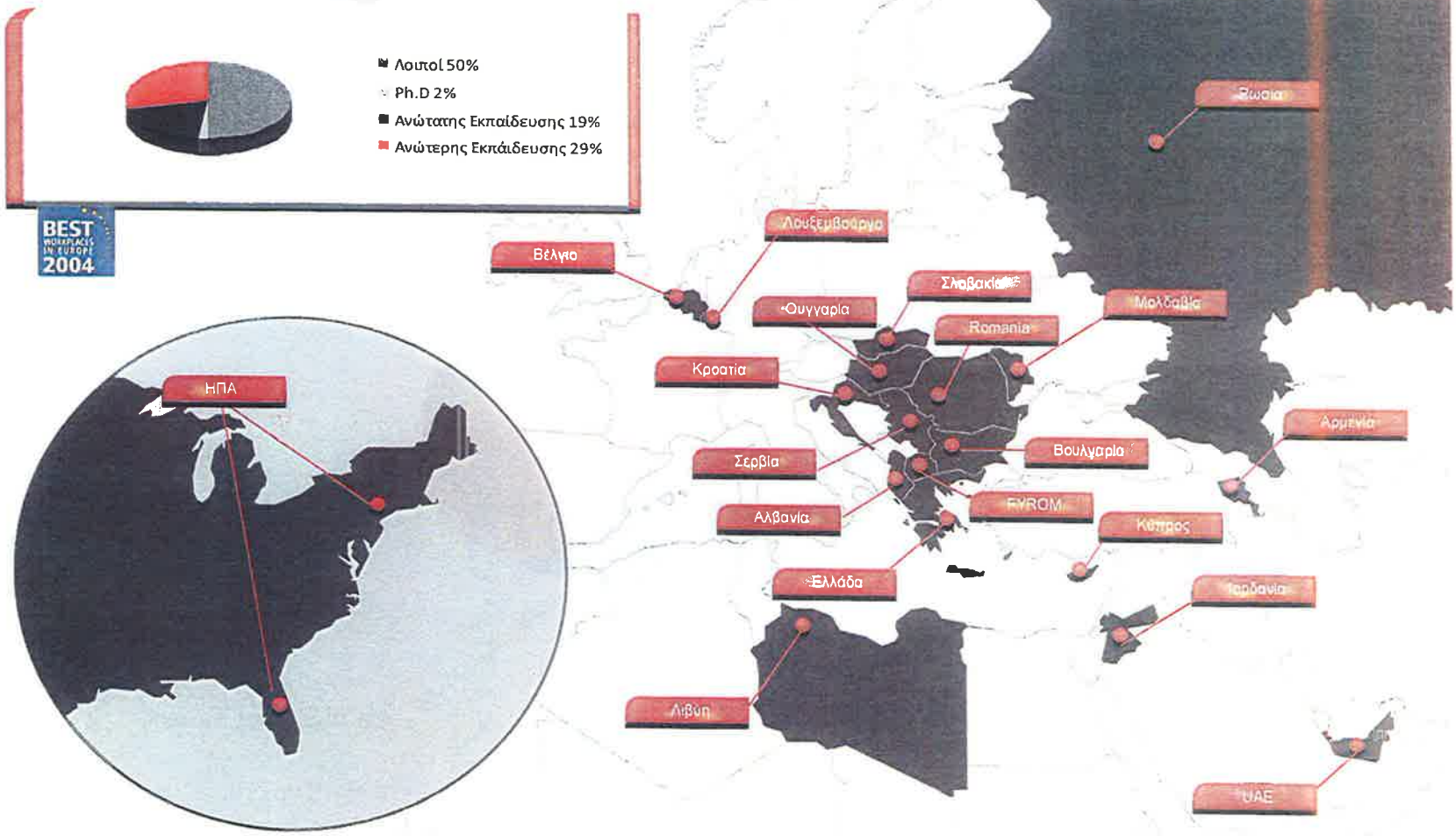
INTRACOM HOLDINGS

| INTRAKAT | INTRASOFT INTERNATIONAL | hol hellas online | INTRACOM DEFENSE ELECTRONICS | INTRACOM |
|---|---|---|---|---|
| ▸ Κατασκευές | ▸ Ανάπτυξη Εφαρμογών | ▸ Τηλεπικοινωνιακός πάροχος νέας γενιάς | ▸ Ηλεκτρονικά αμυντικά προϊόντα & εφαρμογές | ▸ Τηλεπικοινωνιακά προϊόντα |
| ▸ Υποδομές υψηλών προδιαγραφών | ▸ Information & content management | ▸ Υπηρεσίες Internet, voice and data | ▸ Συμπαραγωγή ηλεκτρονικών αμυντικών υποσυστημάτων | ▸ Λύσεις με το «κλειδί στο χέρι» (Turn-Key) |
| ▸ Ενέργεια/ Ανανεώσιμες Πηγές | ▸ Outsourcing & managed services | | ▸ Συμμετοχή σε διεθνή R&D προγράμματα | ▸ Ολοκληρωμένα δίκτυα |
| ▸ Εργοστάσιο Μεταλλικών κατασκευών | ▸ Επαγγελματικές υπηρεσίες | | | ▸ Επαγγελματικές υπηρεσίες |
| ▸ Τηλεπικοινωνίες | | | | |

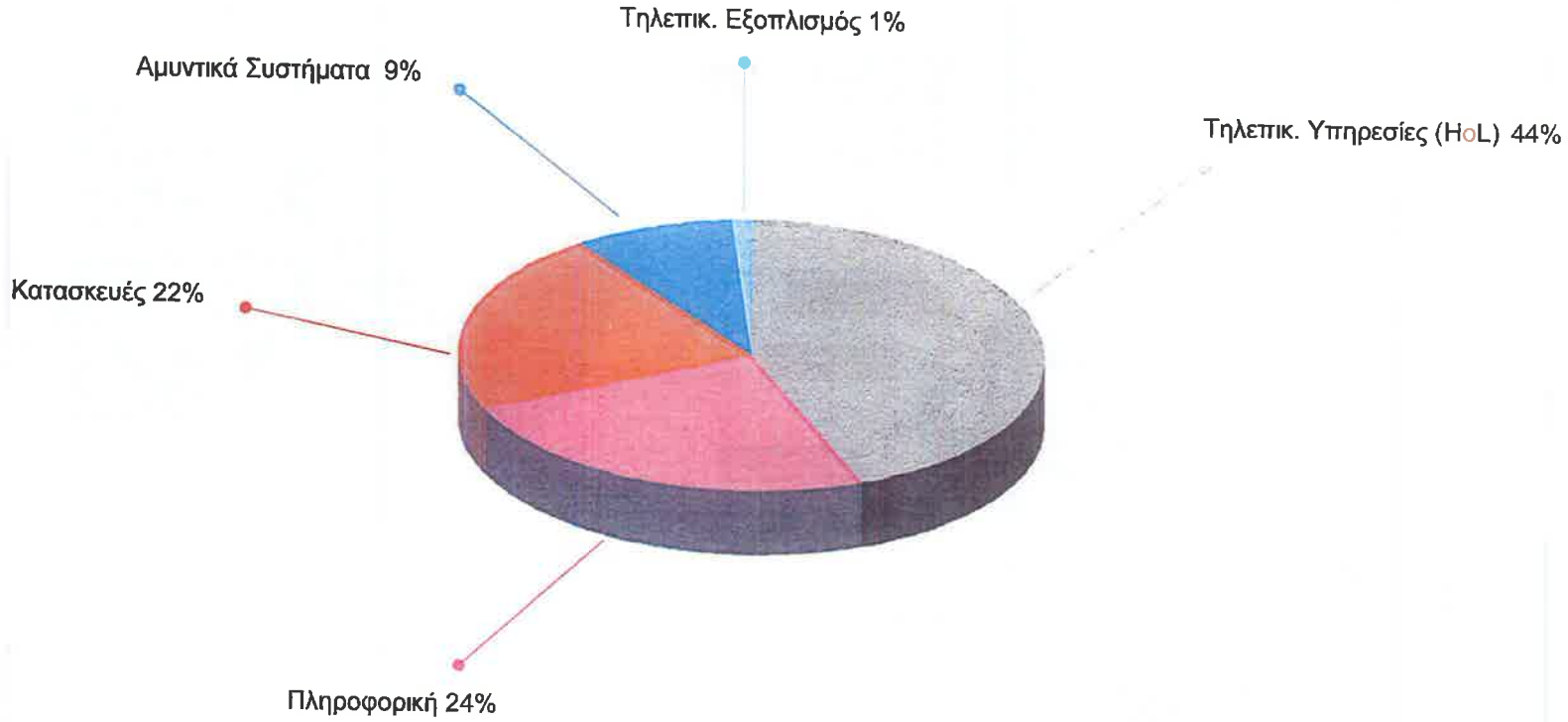
ΔΡΑΣΤΗΡΙΟΤΗΤΕΣ

## ΕΥΡΥ ΧΑΡΤΟΦΥΛΑΚΙΟ ΠΡΟΪΟΝΤΩΝ – ΛΥΣΕΩΝ – ΥΠΗΡΕΣΙΩΝ

# INTRACOM HOLDINGS: ΔΙΕΘΝΗΣ ΔΡΑΣΤΗΡΙΟΠΟΙΗΣΗ

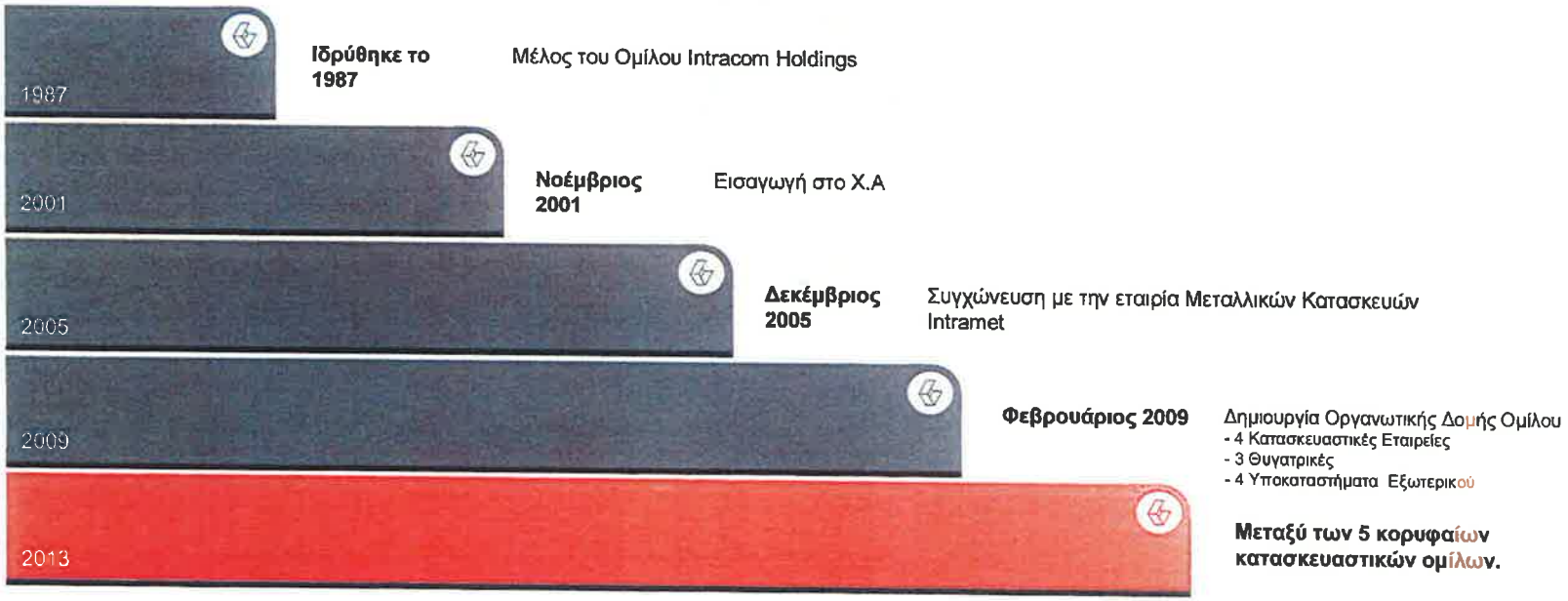


## INTRACOM HOLDINGS: ΚΥΚΛΟΣ ΕΡΓΑΣΙΩΝ ΟΜΙΛΟΥ (2013)




Σύνολο: € 513,7 εκ.

# INTRAKAT – ΣΤΑΘΜΟΙ ΟΡΟΣΗΜΑ



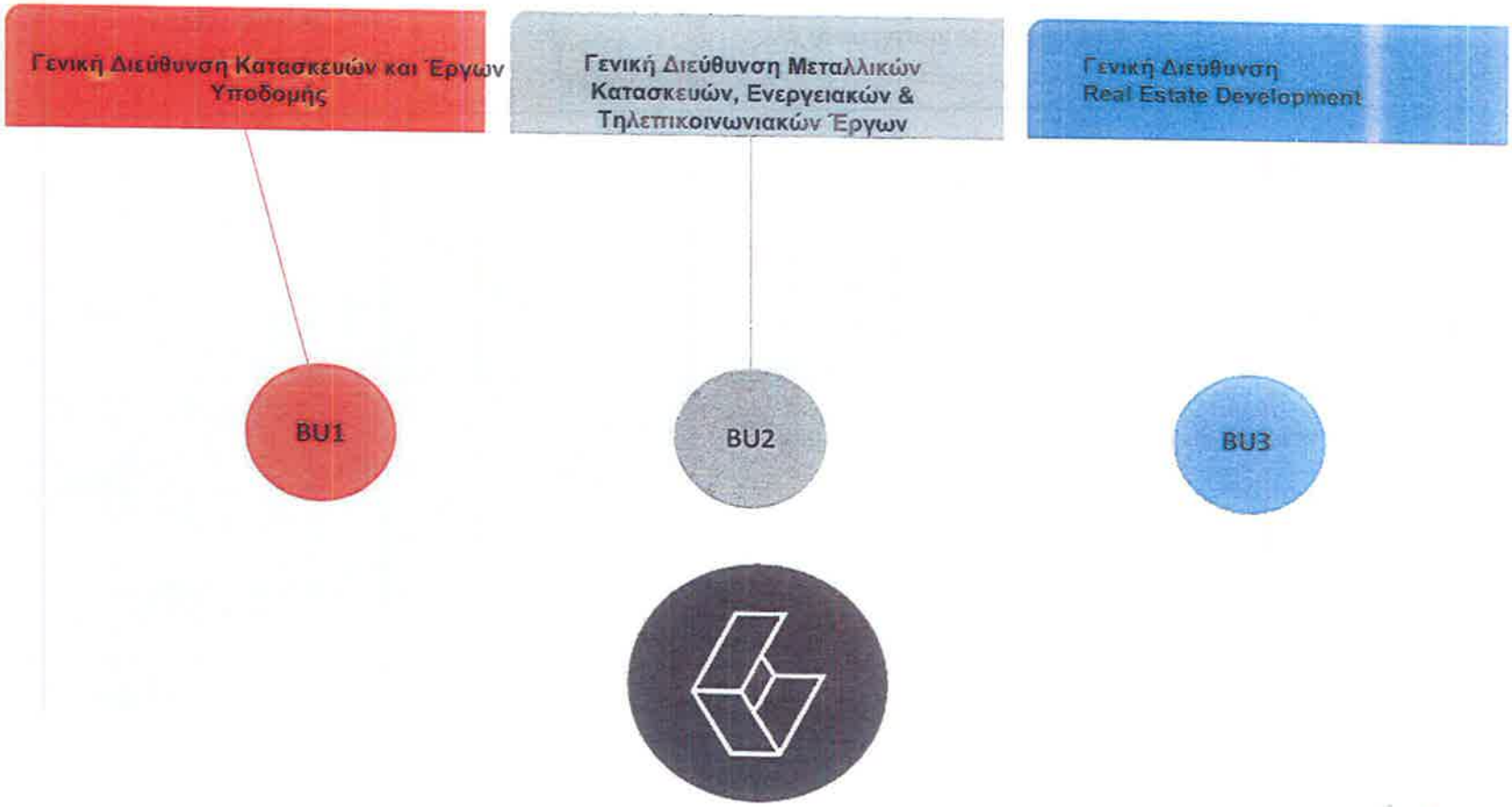

## HIGHLIGHTS

**Turnover**

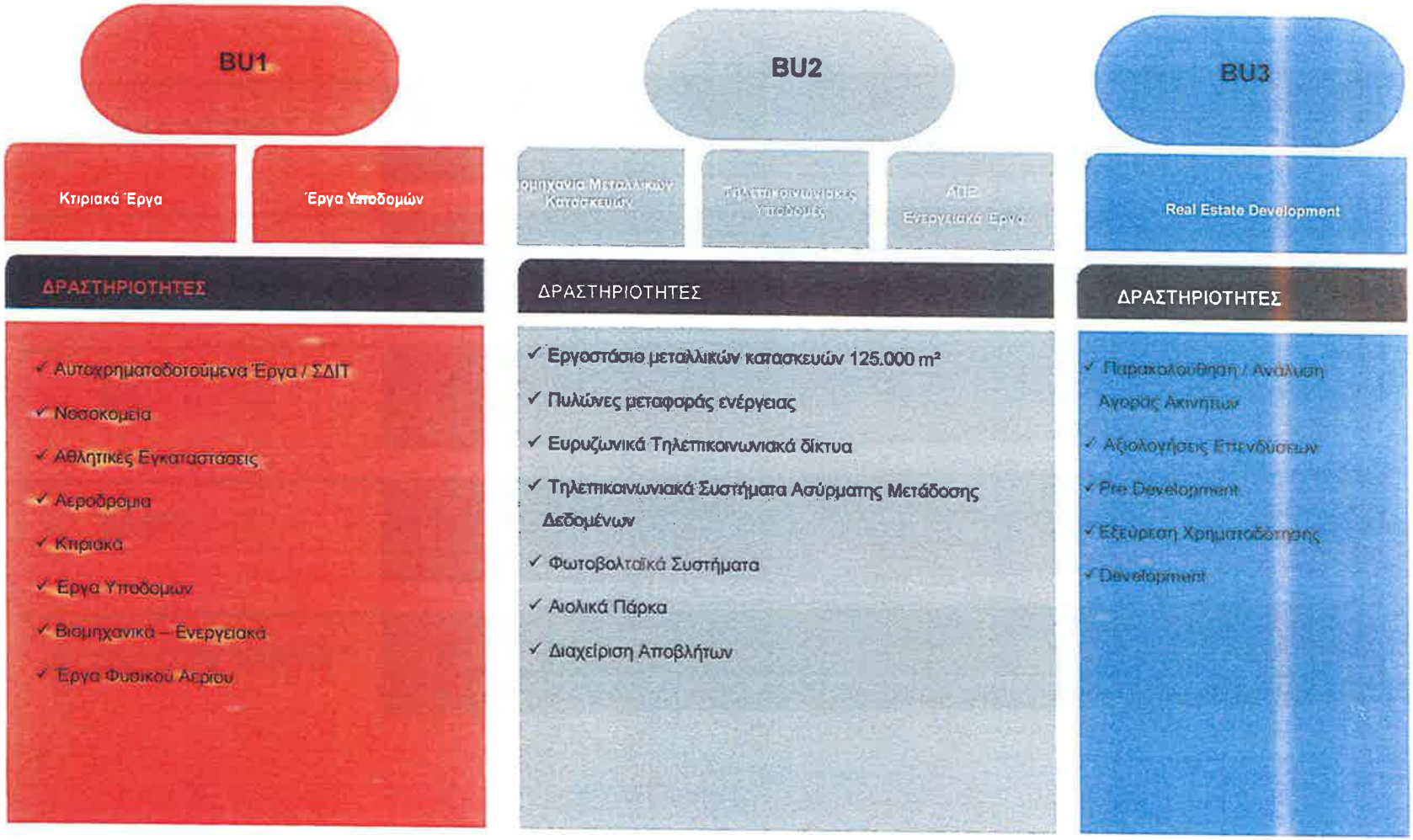
- ✓**2013:** 110 εκατ. euro
- ✓ **2012:** 125 εκατ. euro
- ✓ **2011:** 127 εκατ. euro

- ✓**Ανεκτέλεστο:** 317 million euro
- ✓ **Διεθνής Ομιλος:** δραστηριοποίηση σε 8 χώρες

## ΕΤΑΙΡΙΚΗ ΔΟΜΗ



## ΕΤΑΙΡΙΚΗ ΔΟΜΗ

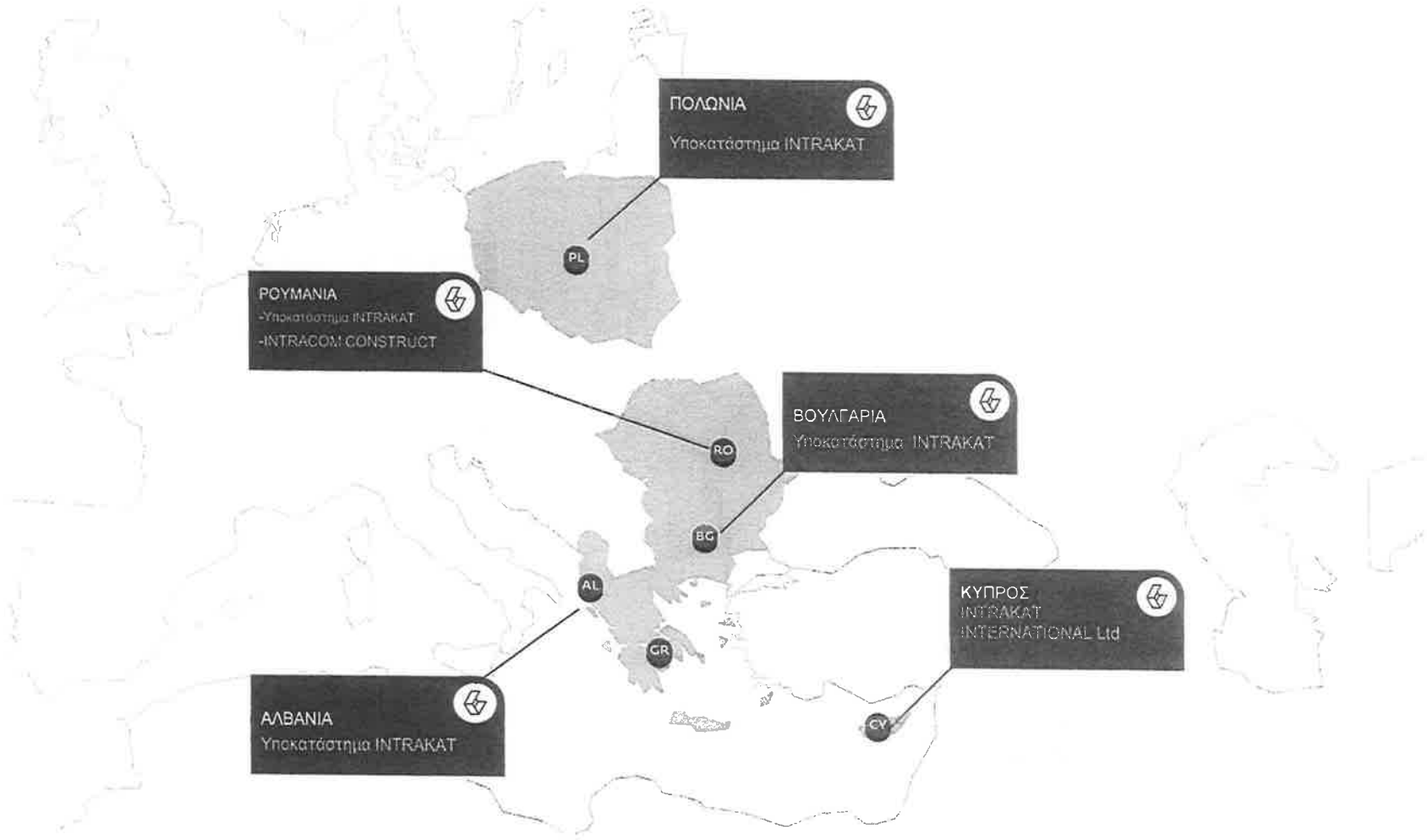


## ΚΥΡΙΟΤΕΡΕΣ ΘΥΓΑΤΡΙΚΕΣ

| | | |
|---|---|---|
| ΠΡΙΣΜΑ ΔΟΜΗ ΑΤΕ | ΠΕΡΙΒΑΛΛΟΝΤΙΚΑ / ΚΑΤΑΣΚΕΥΕΣ | Η Εταιρεία διαθέτει κατασκευαστικό πτυχίο 5ης τάξης ΜΕΕΠ και μεγάλη εμπειρία και εξειδίκευση στον τομέα των Περιβαλλοντικών Ενεργειακών έργων. |
| EUROKAT | ΚΑΤΑΣΚΕΥΕΣ | Η Εταιρεία διαθέτει κατασκευαστικό πτυχίο 3ης τάξεως ΜΕΕΠ. Δραστηριοποιείται σε κατασκευαστικά και ενεργειακά έργα του Ιδιωτικού και Δημόσιου τομέα. Διαθέτει εξειδικευμένη εμπειρία στη λειτουργία και διαχείριση σταθμών αυτοκινήτων. |
| IN MAINT | ΣΥΝΤΗΡΗΣΗ / ΔΙΑΧΕΙΡΙΣΗ ΕΓΚΑΤΑΣΤΑΣΕΩΝ | Η Εταιρεία παρέχει ολοκληρωμένες υπηρεσίες διαχείρισης λειτουργίας και συντήρησης μεγάλων κτιριακών, ηλεκτρομηχανολογικών, βιομηχανικών και αθλητικών εγκαταστάσεων. |
| INTRAPOWER | ΦΩΤΟΒΟΛΤΑΙΚΑ ΣΥΣΤΗΜΑΤΑ / ΕΝΕΡΓΕΙΑ | Εταιρεία παροχής ολοκληρωμένων λύσεων φωτοβολταϊκών συστημάτων με υψηλή τεχνογνωσία και περιβαλλοντική συνείδηση. |
| FRACASSO hellas | ΣΥΣΤΗΜΑΤΑ ΟΔΙΚΗΣ ΑΣΦΑΛΕΙΑΣ | Η Εταιρεία σχεδιάζει, κατασκευάζει και διαθέτει ένα σύνολο από συστήματα μεταλλικών στηθαίων, πλήρως εναρμονισμένων με τα Ευρωπαϊκά και Διεθνή πρότυπα ασφαλείας (EN 1317) των σύγχρονων αυτοκινητοδρόμων. **Συνεργασία με την Ιταλική εταιρεία FRACASSO SpA.** |

# GEOGRAPHICAL FOOTPRINT

**6 Υποκαταστήματα - 2 Κατασκευαστικές εταιρίες**



## GEOGRAPHICAL FOOTPRINT



LIANI
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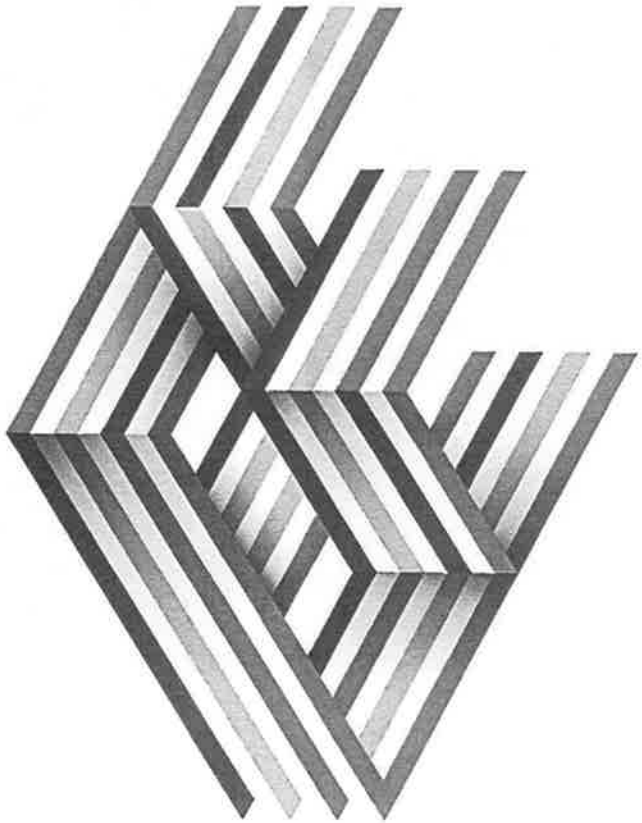
2362
St. PC
GREECE



## ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΑΕΡΟΔΡΟΜΙΑ

**Υπουργείο Ανάπτυξης, Ανταγωνιστικότητας, Υποδομών, Μεταφορών & Δικτύων** Κατασκευή νέων κτιρίων αεροσταθμού στον Κρατικό Αερολιμένα Καρπάθου, 12.500 m²

**Θέση:** Νήσος Κάρπαθος, Νότια Ελλάδα
**Προϋπολογισμός:** 31,77 εκ. €
**Περίοδος κατασκευής:** 2005-2010









# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΑΕΡΟΔΡΟΜΙΑ

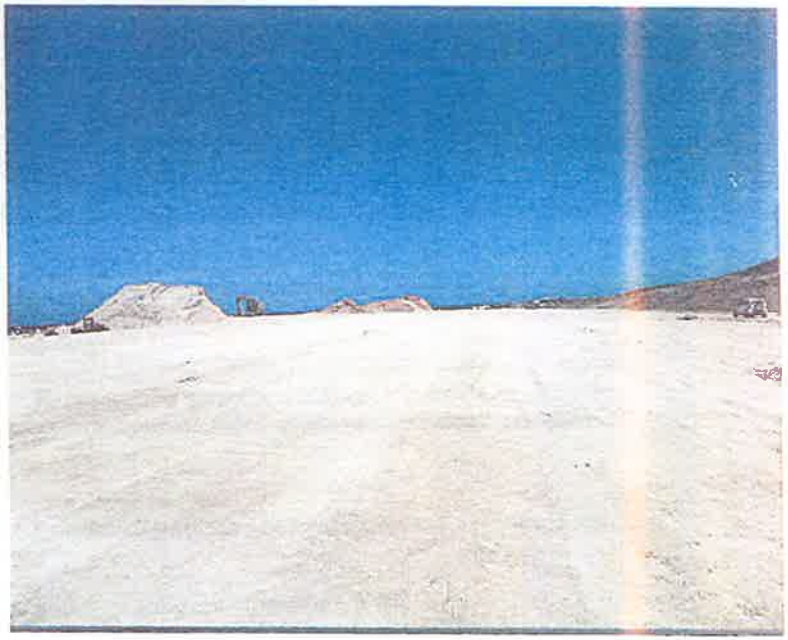
**Υπουργείο Ανάπτυξης, Ανταγωνιστικότητας, Υποδομών, Μεταφορών & Δικτύων**
Κατασκευή του νέου πεδίου ελιγμών του κρατικού αερολιμένα Πάρου

**Τοποθεσία:** Βήσος Πάρος

**Προϋπολογισμός:** 13,1 εκ. Euros (+ ΦΠΑ)

**Περιγραφή:** 1400 m μήκος και 45 m πλάτος Διάδρομος Αεροδρομίου, με θέσεις ασφαλούς στάθμευσης στα δυο άκρα. Δυο διαδρόμους στάθμευσης taxi, που συνδέουν τον αεροδιάδρομο με το parking του αεροδρομίου. Χώρος parking 200m X 130 m. Βοηθητικός διάδρομος. Χώρος αποθήκευσης. Εργα αποχέτευσης. Εγκατάσταση φωτοσήμανσης για τον αεροδιάδρομο και τους διαδρόμους taxi. Περίφραξη και χωματουργικά έργα για τα νέα κτίρια.



# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΕΡΓΑ ΟΔΟΠΟΙΙΑΣ

**01** **Αυτοκινητόδρομος Ανατολικής Πελοποννήσου** μήκους 182,5 χλμ Κόρινθος–Τρίπολη–Καλαμάτα και κλάδος Λεύκτρο – Σπάρτη

**02** **Εγνατία Οδός Α.Ε.** Ανακατασκευή Εθνικής οδου Θεσσαλονίκης-Καβάλας, τμήμα Στρυμώνας – Αγ.Ανδρέας, 51 χλμ

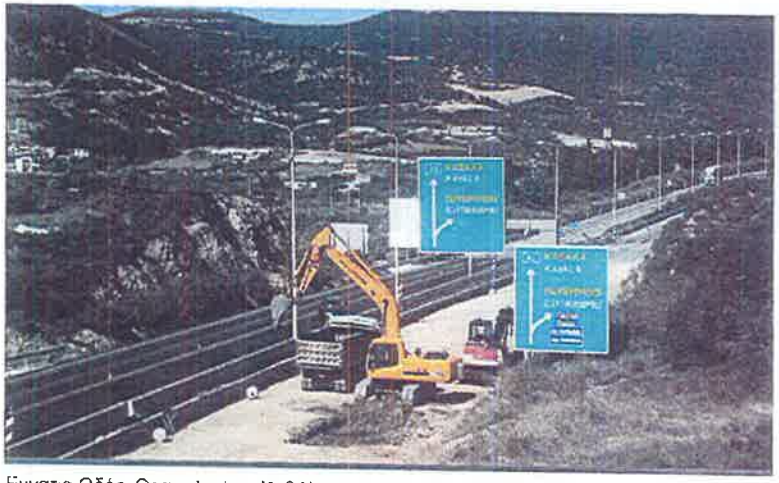
**03** **ΥΠΕΧΩΔΕ** Παράκαμψη Άρτας Φιλιππιάδας – τμήμα Αγ. Δημήτριος Σελλάδες, 39 χλμ

**04** **Περιφέρεια Κεντρικής Μακεδονίας** Κατασκευή οδικού τμήματος Ποτίδαια – Κασσάνδρεια, συνολικού μήκους 17χλμ

**05** **Περιφέρεια Θεσσαλίας** Παρακάμψεις Αρτεσιανού και Ριζοβουνίου στην Ε.Ο. Καρδίτσα – Τρικαλα, 5,2 χλμ

**06** **Περιφέρεια Ηπείρου** Βελτίωση οδού Τύρια – Ιστρούνι στο Νομό Ιωαννίνων, 16,7 χλμ

**07** **Υπουργείο Ανάπτυξης, Ανταγωνιστικότητας, Υποδομών, Μεταφορών & Δικτύων** Κατασκευή οδικού τμήματος κομβος Ιππικού Κέντρου – Καλύβια – Λαγονήσι – Ανάβυσσος, στο Νομό Αττικής



Εγνατια Οδός, Θεσσαλονικη -Καβάλα



Παράκαμψη Άρτας Φιλιππιάδας

# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΕΡΓΑ ΟΔΟΠΟΙΙΑΣ

**Εγνατία Οδός Α.Ε.:** Ανακατασκευή Εθνικής οδού Θεσσαλονίκης-Καβάλας, τμήμα Στρυμώνας – Αγ.Ανδρέας, 51 km

**Τοποθεσία:** Καβάλα, Βόρεια Ελλάδα

**Προϋπολογισμός:** 30 εκατ. Ευρώ (+ΦΠΑ)

**Περίοδος κατασκευής:** 2005-2008

**Περιγραφή:** Αποκατάσταση/Ανακατασκευή αυτοκινητοδρόμου 51km - 2 ανισόπεδοι κόμβοι - 3 άνω διαβάσεις – Η/Μ εργασίες & οδοφωτισμός – Προμήθεια & εγκατάσταση στηθαίων ασφαλείας – Οδοσήμανση & διαγράμμιση





# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΕΡΓΑ ΟΔΟΠΟΙΙΑΣ

**Περιφέρεια Κεντρικής Μακεδονίας** Κατασκευή οδικού τμήματος Ποτίδαια - Κασσανδρεια του οδικού κυκλώματος Κασσάνδρας ν. Χαλκιδικής, 17km.

**Προϋπολογισμός: 38** εκ. Euros (+ΦΠΑ)

**Περίοδος κατασκευής:** 2010 – Υπό κατασκευή

**Περιγραφή:** Κατασκευή της οδού Ποτίδαια-Κασσάνδρεια στην Χαλκιδική, Βάρεια Ελλάδα. Μήκος 15 km με δυο ανισόπεδους κόμβους 1,2 km μήκους ο καθένας.






# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΥΔΡΑΥΛΙΚΑ

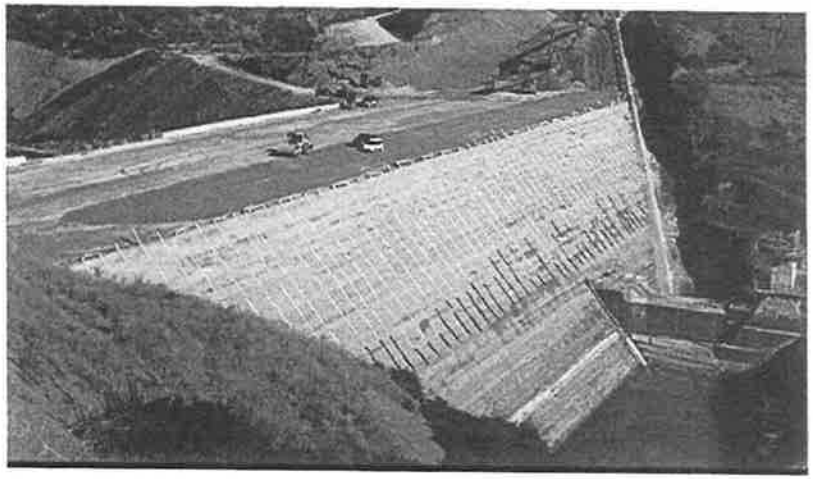
**01** **ΥΠΥΜΕΔΙ** Ύδρευση Ηρακλείου και Αγίου Νικολάου από το Φράγμα Αποσελέμη – Έργα Ενίσχυσης Ταμιευτήρα Φράγματος Αποσελέμη από το Οροπέδιο Λασιθίου

**02** **Υπουργείο Αγροτικής Ανάπτυξης και Τροφίμων** Κατασκευή φράγματος στη λεκάνη Φιλιατρινού νομού Μεσσηνίας, συνολικού όγκου 430.000 μ³ και ωφέλιμου όγκου ταμιευτήρα του φράγματος περίπου 8 εκατ. Μ

**03** **Εγνατία Οδός Α.Ε.** Έργα Αποχέτευσης Δήμου Ευεργέτουλα Νομού Λέσβου – Κατασκευή Δικτύων (Ν58.00)

**04** **ΥΠΥΜΕΔΙ** Έργα διευθέτησης του χειμάρρου Ξηριά στην Κόρινθο

**05** **ΠΕΡΙΦΕΡΕΙΑ ΑΤΤΙΚΗΣ** Κατασκευή δικτύων απορροής ομβρίων υδάτων Δήμου Παιανίας, Αττικής





Κατασκευή φράγματος στη λεκάνη Φιλιατρινού νομού Μεσσηνίας

# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΣΙΔΗΡΟΔΡΟΜΙΚΑ ΕΡΓΑ

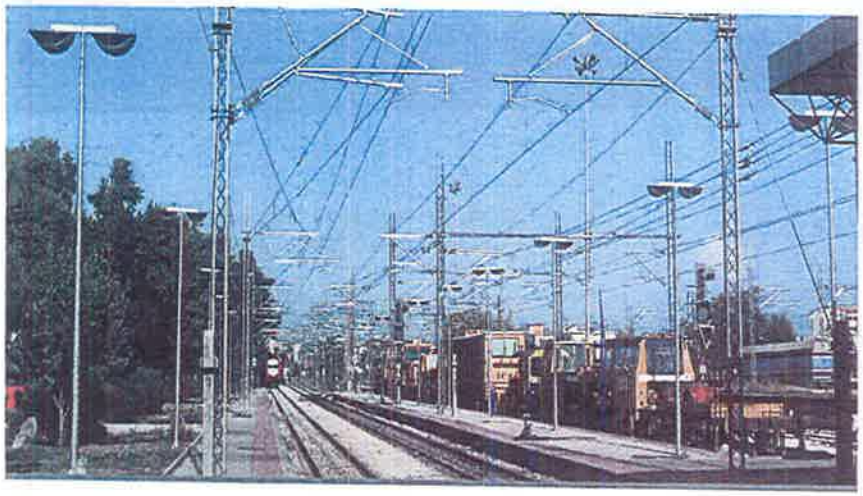
01 **ΕΡΓΑ ΟΣΕ Α.Ε.** Κατασκευή υποδομής νέας σιδηροδρομικής γραμμής. σταθμών και στάσεων στο τμήμα Κιάτο –Ροδοδάφνη

02 **CFR S.A. (Εθνική Εταιρία Σιδηροδρόμων Ρουμανίας)** Ανακατασκευή του σιδηροδρομικού σταθμού, επιφανείας 3.800 τ.μ. στην Oradea Ρουμανίας

**ΟΣΕ GSM-R** Δίκτυο οπτικών ινών για την λειτουργία του συστήματος GSM-R του ΟΣΕ, 600 km

03 **CFR S.A. (Εθνική Εταιρία Σιδηροδρόμων Ρουμανίας)** Εκσυγχρονισμός του συστήματος παρακολούθησης (CED) του σιδηροδρομικού σταθμού στο Βουκουρέστι.

04 **CFR S.A. (Εθνική Εταιρία Σιδηροδρόμων Ρουμανίας)** Εκσυγχρονισμός του συστήματος παρακολούθησης (CED) και κατασκευή κτιρίου ελέγχου κυκλοφορίας του σιδηροδρομικού σταθμού στην Τιμισοάρα Ρουμανίας



Σιδηροδρομικά έργα



Κατασκευή Κιάτο –Ροδοδάφνη

# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΦΥΣΙΚΟ ΑΕΡΙΟ: ΔΙΚΤΥΑ ΑΓΩΓΩΝ

| ΠΕΛΑΤΗΣ | ΕΡΓΟ | ΠΕΡΙΓΡΑΦΗ |
|---|---|---|
| **PROMETHEUS GAS SA** | ΑΓΩΓΟΣ ΦΥΣΙΚΟΥ ΑΕΡΙΟΥ ΥΨΗΛΗΣ ΠΙΕΣΗΣ ΑΠΟ ΤΗΝ ΑΛΕΞΑΝΔΟΥΠΟΛΗ ΣΤΗΝ ΚΟΜΟΤΗΝΗ, ΕΛΛΑΔΑ | ΠΡΟΜΗΘΕΙΑ ΥΛΙΚΩΝ ΚΑΙ ΚΑΤΑΣΚΕΥΗ ΑΓΩΓΟΥ ΦΥΣΙΚΟΥ ΑΕΡΙΟΥ ΥΨΗΛΗΣ ΠΙΕΣΗΣ ΑΠΟ ΤΗΝ ΑΛΕΞΑΝΔΟΥΠΟΛΗ (ΑΝΘΕΙΑ) ΣΤΗΝ ΚΟΜΟΤΗΝΗ<br>PROCUREMENT OF MATERIALS AND CONSTRUCTION OF HIGH PRESSURE NATURAL GAS PIPELINE FROM ALEXANDROUPOLIS (ANTHIA) TO KOMOTINI (Φ40 - 54.000m). ΣΤΑΘΜΟΙ ΕΠΙΤΗΡΗΣΗΣ / ΔΙΚΤΥΟ ΟΠΤΙΚΩΝ ΙΝΩΝ) |









Αγωγό

# ΟΙΚΟΔΟΜΙΚΑ ΕΡΓΑ – ΚΤΙΡΙΑ ΓΡΑΦΕΙΩΝ / ΔΙΚΤΥΑ ΚΑΤΑΣΤΗΜΑΤΩΝ

**01** **Intracom Holdings** Κατασκευή πενταόροφου κτιρίου της hellas online με δύο υπογείους ορόφους συνολικής επιφάνειας 7.100 τ.μ., επί της οδού Αδριανείου, στην Αθήνα

**02** **Societe Generale** Κατασκευή καταστημάτων σε διάφορες περιοχές της Αττικής

**03** **Μπενρουμπή** Ανακαίνιση και εκσυγχρονισμός κτιρίου 11.150 τ.μ. στο Μαρούσι

**04** **Sato** Κατασκευή κτιρίου γραφείων και καταστημάτων Ομίλου. συνολικής επιφανείας 3.000 τ.μ.

**05** **Intracom Holdings** Κατασκευή τριώροφου κτιρίου γραφείων 5.000 τ.μ. στην Ξάνθη.

**06** **BSB ABEE** Κατασκευή νέου κτιρίου 17.500 τ.μ., επί της Ε.Ο Αθηνών–Λαμίας

**07** **Εταιρεία παραγωγής ρεύματος Βουκουρεστίου** Ανακατασκευή κεντρικών γραφείων, συνολικής επιφάνειας 10.000 τ.μ., στο Βουκουρέστι, Ρουμανίας



Κέντρο Παιδείας Επιστημών, Αρσάκειο Λύκειο Πατρών



Κτίριο Athens Information Technology στην Παιανία

# ΟΙΚΟΔΟΜΙΚΑ ΕΡΓΑ - ΝΟΣΟΚΟΜΕΙΑ

**01** **ΙΑΣΩ ΘΕΣΣΑΛΙΑΣ Α.Ε.** Ανέγερση Γενικής Ιδιωτικής Κλινικής, δυναμικότητας 213 κλινών, εμβαδού 28.000 τ.μ., στη Λάρισα

**02** **ΡΕΑ Α.Ε.** Ανέγερση επταόροφης γυναικολογικής, μαιευτικής, χειρουργικής, θεραπευτικής κλινικής, με τέσσερα υπόγεια δυναμικότητας 200 κλινών, στο Π. Φάληρο

**03** **Νέο Νοσοκομείο Κέρκυρας** Ολοκλήρωση κατασκευής νοσοκομείου τεσσάρων ορόφων με δύο υπόγεια, δυναμικότητας 277 κλινών

**04** **Νέο Νοσοκομείο Κατερίνης** Ολοκλήρωση κατασκευής νοσοκομείου τεσσάρων ορόφων με δύο υπόγεια, δυναμικότητας 217 κλινών, 31.600 τ.μ.

**05** **Ψυχιατρική κλινική Νοσοκομείου Κέρκυρας** Ανέγερση Ολοκληρωμένου Ψυχιατρικού Τμήματος, δύο ορόφων, δυναμικότητας 21 κλινών, στο Γενικό Νοσοκομείο Κέρκυρας

**06** **Ψυχιατρική κλινική Νοσοκομείου Κατερίνης** Ανέγερση Ολοκληρωμένου Ψυχιατρικού Τμήματος, δύο ορόφων, δυναμικότητας 26 κλινών, στο Γενικό Νοσοκομείο Κατερίνης

**07** **Υπουργείο Δημοσίων Έργων και Στέγασης και Υπουργείο Εσωτερικών της Ρουμανίας** Ανακατασκευή του νοσοκομείου «Prof.Dr. Dimitrie Gerota», συνολικής επιφάνειας, στο Βουκουρέστι Ρουμανίας

**08** **Ιόνιος Κλινική στην Κέρκυρα** Ανέγερση Γενικης Ιδιωτικής τριόροφης Κλινικής με Υπόγειο, δυναμικότητας 114 κλινών, στη Κέρκυρα.




Μαιευτική, γυναικολογική κλινική ΡΕΑ, Π.Φάληρο Αττική



Νοσοκομείο και Ψυχιατρική Κλινική Κέρκυρας

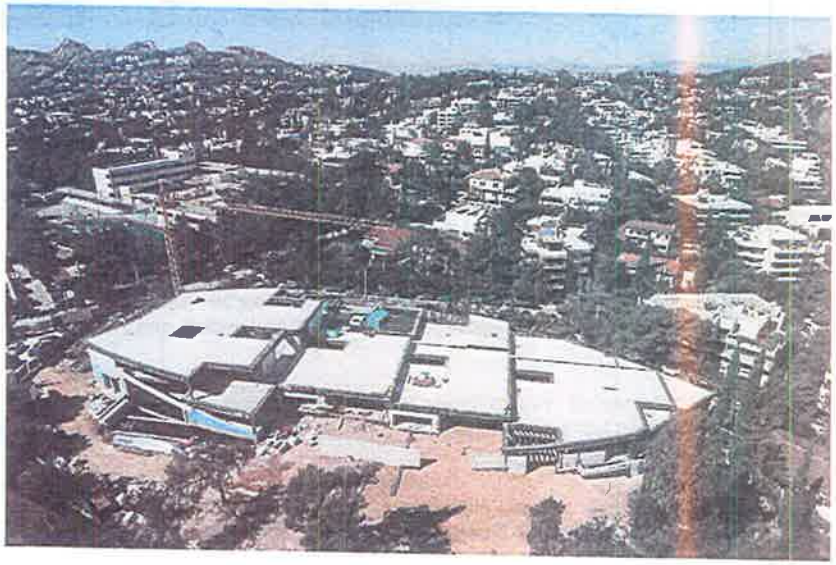
# ΚΑΤΑΣΚΕΥΑΣΤΙΚΑ ΕΡΓΑ - ΕΚΠΑΙΔΕΥΤΙΚΑ

- Εμβαδό κτιρίων: 3.000 m²
- Χωρητικότητα: 276 παιδιά
- Προϋπολογισμός: 6 εκ. €
- Κατασκευή: 2013-2014

Ελληνοαμερικανικόν Εκπαιδευτικόν Ίδρυμα
Κολλέγιο Αθηνών - Κολλέγιο Ψυχικού

✓ Κατασκευή νηπιαγωγείου στο Ελληνοαμερικανικό κολλέγιο Ψυχικού. Το νηπιαγωγείο «Ιωάννης Μ. Καρράς» δυο ισόγεια και δυο υπόγεια parking στο Αμερικανικό Εκπαιδευτικό Ίδρυμα -- Κολλέγιο, για 138 παιδιά προσχολικής ηλικίας και 138 νήπια



# ΕΡΓΑ ΥΠΟΔΟΜΩΝ – ΟΙΚΙΣΤΙΚΑ ΣΥΓΚΡΟΤΗΜΑΤΑ

**01** **Alpha Krakow Development** Κατασκευή αστικού οικιστικού και εμπορικού συγκροτήματος Garden Residence, 70.323 τ.μ. (450 διαμερισμάτων), στην Κρακοβία Πολωνίας

**02** **Blue Riviera Levendi** Κατασκευή κτιριακού συγκροτήματος 4.500 τ.μ. θερινών κατοικιών στον Αγ. Κωνσταντίνο, Φθιώτιδας

**03** **Εθνική Δασική Υπηρεσία της Ρουμανίας** Κατασκευη ξενοδοχειακής μονάδας συνολικής επιφάνειας 1.500 τ.μ., στο Zarnesti, Ρουμανίας



Blueriviera Levendi, συγκρότημα θερινών κατοικιών, Αγ. Κωνσταντίνος Φθιώτιδος



Αστικό & εμπορικό συγκρότημα Garden Residence, Κρακοβία Πολωνίας

## ΝΕΑ ΕΡΓΑ ΠΑΡΑΧΩΡΗΣΗΣ

| ΠΕΛΑΤΗΣ | ΕΡΓΟ | ΠΕΡΙΟΔΟΣ ΛΕΙΤΟΥΡΓΙΑΣ | ΠΕΡΙΓΡΑΦΗ |
|---|---|---|---|
| ΕΠΙΧΕΙΡΗΣΗ ΔΙΑΧΕΙΡΙΣΗΣ ΣΤΕΡΕΩΝ ΑΠΟΒΛΗΤΩΝ ΝΟΜΟΥ ΣΕΡΡΩΝ ΑΝΩΝΥΜΗ ΑΝΑΠΤΥΞΙΑΚΗ ΕΤΑΙΡΕΙΑ (Ε.Σ.Α.Ν.Σ. Α.Α.Ε.) | ΥΛΟΠΟΙΗΣΗ ΜΟΝΑΔΑΣ ΕΠΕΞΕΡΓΑΣΙΑΣ ΑΠΟΡΡΙΜΜΑΤΩΝ ΝΟΜΟΥ ΣΕΡΡΩΝ | ΜΕΛΕΤΗ, ΚΑΤΑΣΚΕΥΗ & 27 ΧΡΟΝΙΑ ΛΕΙΤΟΥΡΓΙΑ | ΝΕΑ ΔΗΜΟΤΙΚΗ ΜΟΝΑΔΑ ΕΠΕΞΕΡΓΑΣΙΑΣ ΑΠΟΒΛΗΤΩΝ, ΚΑΤΑΣΚΕΥΗ, ΧΡΗΜΑΤΟΔΟΤΗΣΗ & 27 ΧΡΟΝΙΑ ΛΕΙΤΟΥΡΓΙΑ ΚΑΙ ΣΥΝΤΗΡΗΣΗ 60.000.000 € |
| ΟΡΓΑΝΙΣΜΟΣ ΑΣΤΙΚΩΝ ΣΥΓΚΟΙΝΩΝΙΩΝ ΑΘΗΝΑΣ | ΜΕΛΕΤΗ, ΧΡΗΜΑΤΟΔΟΤΗΣΗ, ΕΓΚΑΤΑΣΤΑΣΗ, ΥΠΟΣΤΗΡΙΞΗ ΛΕΙΤΟΥΡΓΙΑΣ, ΣΥΝΤΗΡΗΣΗ ΚΑΙ ΤΕΧΝΙΚΗ ΔΙΑΧΕΙΡΙΣΗ ΕΝΟΣ ΟΛΟΚΛΗΡΩΜΕΝΟΥ ΣΥΣΤΗΜΑΤΟΣ ΠΛΗΡΟΦΟΡΗΣΗΣ ΕΠΙΒΑΤΩΝ ΚΑΙ ΔΙΑΧΕΙΡΙΣΗΣ ΣΤΟΛΟΥ ΓΙΑ ΤΗΝ ΕΘΕΛ ΚΑΙ ΤΟΝ ΗΛΠΑΠ | ΜΕΛΕΤΗ, ΚΑΤΑΣΚΕΥΗ & 12 ΧΡΟΝΙΑ ΛΕΙΤΟΥΡΓΙΑ | ΜΕΛΕΤΗ, ΚΑΤΑΣΚΕΥΗ, ΧΡΗΜΑΤΟΔΟΤΗΣΗ - ΛΕΙΤΟΥΡΓΙΑ & ΣΥΝΤΗΡΗΣΗ ΓΙΑ 12 ΧΡΟΝΙΑ ΕΝΟΣ ΠΛΗΡΙΟΦΟΡΙΑΚΟΥ ΣΥΣΤΗΜΑΤΟΣ ΓΙΑ ΤΙΣ ΑΣΤΙΚΕΣ ΣΥΓΚΟΙΝΩΝΙΕΣ ΤΗΣ ΑΘΗΝΑΣ 48.000.000 € |
| ΚΟΙΝΩΝΙΑ ΤΗΣ ΠΛΗΡΟΦΟΡΙΑΣ | ΣΥΣΤΗΜΑΤΑ ΕΥΡΥΖΩΝΙΚΩΝ ΥΠΟΔΟΜΩΝ ΣΕ ΠΕΡΙΟΧΕΣ ΤΗΣ ΕΛΛΑΔΑΣ | ΜΕΛΕΤΗ, ΚΑΤΑΣΚΕΥΗ & 19 ΧΡΟΝΙΑ ΛΕΙΤΟΥΡΓΙΑ | ΜΕΛΕΤΗ, ΚΑΤΑΣΚΕΥΗ, ΧΡΗΜΑΤΟΔΟΤΗΣΗ - ΛΕΙΤΟΥΡΓΙΑ & ΣΥΝΤΗΡΗΣΗ ΓΙΑ 19 ΧΡΟΝΙΑ ΔΙΚΤΥΩΝ ΕΥΡΥΖΩΝΙΚΗΣ ΠΡΟΣΒΑΣΗΣ ΣΕ ΑΓΡΟΤΙΚΕΣ ΠΕΡΙΟΧΕΣ ΤΗΣ ΕΛΛΑΔΑΣ – 2η ΓΕΩΓΡΑΦΙΚΗ ΖΩΝΗ (ΚΕΝΤΡΙΚΗ ΕΛΛΑΔΑ) 161.000.000 € |

# ΝΕΑ ΕΡΓΑ ΠΑΡΑΧΩΡΗΣΗΣ




| REGION | PROJECT |
|---|---|
| **ΝΗΣΟΣ ΚΑΡΠΑΘΟΣ** | • ΝΕΟ ΚΤΙΡΙΟ ΑΕΡΟΔΡΟΜΙΟΥ |
| **ΝΗΣΟΣ ΠΑΡΟΣ** | • ΝΕΟΣ ΑΕΡΟΔΙΑΔΡΟΜΟΣ |
| **ΝΗΣΟΣ ΛΕΣΒΟΣ** | • ΔΙΚΤΥΟ ΑΠΟΧΕΤΕΥΣΗΣ ΕΥΕΡΓΕΤΟΥΛΑΣ |
| **ΝΗΣΟΣ ΚΕΡΚΥΡΑ** | • ΙΟΝΙΟΣ ΚΛΙΝΙΚΗ<br>• ΝΕΟ ΓΕΝΙΚΟ ΝΟΣΚΟΜΕΙΟ |
| **ΝΗΣΟΣ ΖΑΚΥΝΘΟΣ** | • ΝΕΑ ΝΟΣΗΛΕΥΤΙΚΗ ΜΟΝΑΔΑ |
| **ΧΑΛΚΙΔΙΚΗ (ΠΟΤΙΔΑΙΑ)** | • Κατασκευή οδικού τμήματος Ποτίδαια – Κασσάνδρεια, συνολικού μήκους 17χλμ |
| **ΚΡΗΤΗ** | • ΥΔΡΕΥΣΗ ΗΡΑΚΕΛΙΟΥ ΚΑΙ ΑΓΙΟΥ ΝΙΚΟΛΑΟΥ ΑΠΟ ΤΟ ΦΡΑΓΜΑ ΑΠΟΣΕΛΕΜΗ<br>• ΝΕΟ ΚΤΙΡΙΟ ΣΟΦΡΩΝΙΣΤΙΚΩΝ ΕΓΚΑΤΑΣΤΑΣΕΩΝ ΣΤΗ ΝΕΑΠΟΛΗ, ΚΡΗΤΗΣ<br>• ΟΛΟΚΛΗΡΩΣΗ ΟΔΙΚΗΣ ΔΙΑΣΤΑΥΡΩΣΗ ΣΤΟ ΡΕΘΥΜΝΟ, ΚΡΗΤΗΣ |

# ΕΡΓΟΣΤΑΣΙΟ ΜΕΤΑΛΛΙΚΩΝ ΚΑΤΑΣΚΕΥΩΝ

- ✓ Το Εργοστάσιο βρίσκεται στην Γιάννουλη Λάρισας, Θεσσαλία
- ✓ Επιφάνεια : 125.000 m²
- ✓ Στεγασμένοι Βιομηχανικοί Χώροι Παραγωγής: 25.000 m²
- ✓ Ανθρώπινο Δυναμικό : ~135 άτομα

Βασικοί Πελάτες



## ΜΟΝΑΔΑ ΒΑΡΕΩΝ ΜΕΤΑΛΛΙΚΩΝ ΚΑΤΑΣΚΕΥΩΝ

Βασική δραστηριότητα είναι η παραγωγή σύνθετων κατασκευών από διατομές μορφοσίδηρου βαρέως τύπου

Δυναμικότητα παραγωγής: 10.000 τόνοι ετησίως

## ΜΟΝΑΔΑ ΠΡΟΚΑΤΑΣΚΕΥΑΣΜΕΝΩΝ ΜΕΤΑΛΛΙΚΩΝ ΟΙΚΙΣΚΩΝ

Η Μονάδα παράγει ειδικούς προκατασκευασμένους μεταλλικούς οικίσκους

Δυναμικότητα παραγωγής: 1.200 τεμάχια ετησίως

## ΜΟΝΑΔΑ ΙΣΤΩΝ & ΠΥΛΩΝΩΝ

Η Μονάδα παράγει :

- Πυλώνες μεταφοράς ενέργειας Υ.Τ. (150kV, 400kV κ.λ.π.)
- Ικριώματα Υποσταθμών.
- Ιστούς Κινητής Τηλεφωνίας & εξαρτήματα αυτών.
- Πυλώνες ηλεκτροκίνησης σιδηροδρομικού δικτύου.
- Πύργους Ραντάρ

Δυναμικότητα παραγωγής: 10.000 τόνοι ετησίως

## ΓΑΛΒΑΝΙΣΤΗΡΙΟ

Η Μονάδα έχει δυνατότητα γαλβανίσματος κατασκευών μήκους έως και 14 μέτρων

Δυναμικότητα παραγωγής: 20.000 τόνοι ετησίως

# ΤΗΛΕΠΙΚΟΙΝΩΝΙΑΚΑ ΕΡΓΑ

## Vodafone

01 Οπτικός δακτύλιος Αττικής / δίκτυο οπτικών ινών μεταξύ Αθήνας – Θεσσαλονίκης – 382 χλμ.

02 Κατασκευή άνω των 1.800 Σταθμών Βάσης κινητής τηλεφωνίας στην Ελλάδα

03 Ανακατασκευή – Διαμόρφωση 21 καταστημάτων

## Wind Hellas

01 Κατασκευή άνω των 150 Σταθμών Βάσης κινητής τηλεφωνίας στην Ελλάδα

02 Ανακατασκευή – Διαμόρφωση 52 καταστημάτων

03 Συντήρηση: 750 Σταθμοί Βάσης; 9 τηλεπικοινωνιακά κέντρα





## Hellas On Line

01 Συντήρηση όλου του δικτύου οπτικών ινών στην Ελλάδα, 3.500 χλμ

02 Μητροπολιτικά δίκτυα οπτικών ινών και περιφερειακά δίκτυα κορμού σε όλη την Ελλάδα, 3.000 χλμ.

## Cosmote

01 Κατασκευή άνω των 700 Σταθμών Βάσης κινητής τηλεφωνίας στην Ελλάδα

02 Κατασκευή άνω των 400 Σταθμών Βάσης κινητής τηλεφωνίας στην Ελλάδα

03 Ανακατασκευή – Διαμόρφωση 200 καταστημάτων "ΓΕΡΜΑΝΟΣ"

## Forthnet

01 Μητροπολιτικά δίκτυα οπτικών ινών, 430 χλμ.

02 Συντήρηση 33 τηλεπικοινωνιακών κέντρων

# ΤΗΛΕΠΙΚΟΙΝΩΝΙΑΚΑ ΕΡΓΑ – ΔΙΚΤΥΑ ΟΠΤΙΚΩΝ ΙΝΩΝ

**01** **Vodafone**
Δίκτυο οπτικών ινών – Θεσσαλονίκη 382 km

**02** **Cyta Hellas**
Μητροπολιτικό Δίκτυο οπτικών ινών στην Αθήνα, 270 km

**03** **GSM-R**
Δίκτυο οπτικών ινών για την λειτουργία του συστήματος GSM-R του ΟΣΕ (ΟΡΓΑΝΙΣΜΟΣ ΣΙΔΗΡΟΔΡΟΜΩΝ ΕΛΛΑΔΟΣ), 600 km

**04** **Forthnet**
Μητροπολιτικά Δίκτυα οπτικών ινών, 430 km

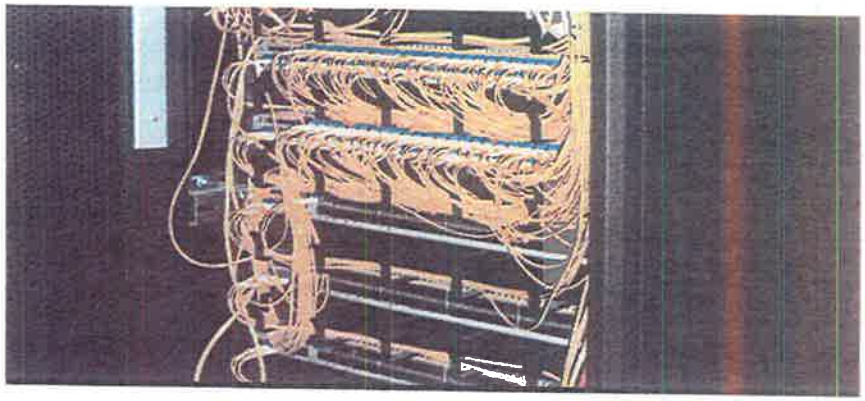
**05** **hellas Online**
Μητροπολιτικά Δίκτυα οπτικών ινών στην Ελληνική επικράτεια, 3.000 km

**06** **Moldtelecom**
Δίκτυο οπτικών ινών στη Μολδαβία, 1.000 km

**07** **Wind Hellas**
Πλήρης κατασκευή (με το κλειδί στο χέρι) και συντήρηση για 2 χρόνια κεντρικού δικτύου οπτικών ινών 100km μεταξύ των σταθμών βάσης Ρεθύμνου και Ηρακλείου στην Κρήτη

**08** **Κοινωνία της Πληροφορίας**
Κατασκευή μητροπολιτικών ευρυζωνικών δικτύων σε 15 μεγάλες πόλες της Ελληνικής Επικράτειας με περισσότερα από 780 km χαντάκι, 1.600.000 m καλωδίων οπτικών ινών και 1.300 FTTX κόμβων & σημείων σύνδεσης. Σύνδεση 238 σημείων ασυρμάτων συνδέσεων μέσω τεχνολογίας Wi-fi και Wi-max





# ΤΗΛΕΠΙΚΟΙΝΩΝΙΑΚΑ ΕΡΓΑ

| | | |
|---|---|---|
| ATTIKO METRO S.A. | ΑΤΤΙΚΟ ΜΕΤΡΟ | Εγκατάσταση ραδιοσυστημάτων σε 18 σταθμούς |
| OTE | OTE | Εγκατάσταση συνδρομητικών αγροτικών ραδιοσυστημάτων, 250 συστήματα (11 σταθμοί ανά σύστημα) σε όλη την Ελλάδα |
| SIEMENS | SIEMENS | TETRA C4I, εγκατάσταση ηλεκτρονικού εξοπλισμού TETRA, 151 σταθμοί στην Αττική |
| SYRIAN TELECOM | STE Συρία | Προμήθεια και εγκατάσταση του εξοπλισμού πολυσημειακών ασυρματικών συστημάτων πρόσβασης (Point to Multipoint Wireless Access System –PMP), 890 σταθμοί σε όλη χώρα |
| OPERATOR NATIONAL MOLDTELECOM | Moldtelecom | Fiber optic network in Moldavia, 1.000 km |
| ΚτΠ ΑΕ | Κοινωνία της Πληροφορίας | Μητροπολιτικά της Ελλάδας, 780 χλμ δικτύου, 1.600.000 m τοποθετημένης οπτικής ίνας , 1.500 FTTH Access Nodes & FTTH Access Points, 238 ασύρματα σημεία Wi–Max & Wi–Fi |
| ROMTELECOM | Romtelecom | Κατασκευή 120 συνδέσεων FTTH Εμπορικών Πελατών και 150 συνδέσεων FTTH Οικιακών Πελατών |

Σας ευχαριστούμε

INTRAKAT

19ο χλμ Λεωφ. Παιανίας-Μαρκοπούλο, 190 02 Παιανία Τ: +30 210 6674700,F: +30 210 6646353 E: info@intrakat.gr W: www.intrakat.gr

ΣΥΜΒΟΛΑΙΟΓΡΑΦΙΚΗ ΕΤΑΙΡΕΙΑ ΑΘΗΝΩΝ
Χ. ΣΤΕΙΡΟΣ - Φ. ΚΤΕΝΑ
ΒΑΛΑΩΡΙΤΟΥ 9Β - Τ.Κ. 106 71 ΑΘΗΝΑ
ΤΗΛ/ΝΑ: 210 36.36.671 & 210 33.36.319

**ΑΡΙΘΜΟΣ 37.095**

**ΣΥΣΤΑΣΗ ΑΝΩΝΥΜΟΥ ΕΤΑΙΡΕΙΑΣ**

**ΜΕ ΤΗΝ ΕΠΩΝΥΜΙΑ**

**"Fraport Περιφερειακά Αεροδρόμια της Ελλάδας Α ΑΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ"**

**ΚΕΦΑΛΑΙΟ ΕΥΡΩ 24.000.-**

Στην Αθήνα σήμερα στις είκοσι έξι (26) του μηνός Φεβρουαρίου του έτους δύο χιλιάδες δέκα πέντε (2015), ημέρα Πέμπτη, στα γραφεία *της εδρεύουσας στην Αθήνα, επί της οδού Βαλαωρίτου αριθ.9Β, Εταιρείας Συμβολαιογράφων με την επωνυμία: «ΣΥΜΒΟΛΑΙΟΓΡΑΦΙΚΗ ΕΤΑΙΡΕΙΑ ΑΘΗΝΩΝ Χ.ΣΤΕΙΡΟΣ-Φ.ΚΤΕΝΑ» (ΑΦΜ: 099912284 - ΔΟΥ: Δ' ΑΘΗΝΩΝ), ενώπιόν μου, του* **Συμβολαιογράφου Αθηνών ΧΡΗΣΤΟΥ ΚΩΝ/ΝΟΥ ΣΤΕΙΡΟΥ**, εταίρου της άνω εταιρείας, εμφανίστηκαν οι μη εξαιρούμενοι από το νόμο,

1) ΓΙΟΧΑΝΕΣ (JOHANNES) ΝΙΣΕΜΕΓΙΕΡ (NIESEMEYER) του Φραντς (Franz) και της Κρίστα (Christa), νομικός σύμβουλος, γεννημένος στο Warendorf Γερμανίας το 1982, κάτοικος Φρανφούρτης Γερμανίας, Schifferstrasse 5, 60594, κάτοχος του με αριθ. C7J8XCK2P/2010 γερμανικού διαβατηρίου και

2) ΚΑΙ ΠΕΤΕΡ ΧΟΛΓΚΕΡ (ΚΑΙ PETER HOLGER) ΖΟΜΠΕΛ (ZOBEL) του Ελμαρ (Elmar) και της Ουρσουλα (Ursula), ιδιωτικός υπάλληλος, γεννημένος στο Seligenstadt am Main το 1967, κάτοικος Φρανκφούρτης Γερμανίας, Schleidenstrasse 26, 60318, κάτοχος του υπ' αριθ. C5HT14MR1/2010 γερμανικού διαβατηρίου, οι οποίοι ενεργούν στο παρόν ως πληρεξούσιοι της εδρεύουσας στη Φρανκφούρτη αμ Μάιν Γερμανί-

ας (Flughafen, Geb. (κτίριο) 178, 60547) εταιρείας με την επωνυμία:

**"Fraport AG Frankfurt Airport Services Worldwide"**, δυνάμει εξουσίας που τους χορηγήθηκε για την υπογραφή του παρόντος με το από 4-2-2015 πληρεξούσιο που συνέταξε ο Συμβολαιογράφος της Φρανκφούρτης επί του Main, Meyer το οποίο προσαρτάται στο παρόν με την επισημείωση της Χάγης (apostille) και σε πιστή μετάφραση.

Η άνω εταιρεία συνεστήθη δια του από 2-7-1924 Καταστατικού, όπως βεβαιώνεται με το από 21-1-2015 πιστοποιητικό από το Εμπορικό Μητρώο Ω του Ειρηνοδικείου Φρανφούρτης αμ Μαιν, της εταιρείας ευρισκόμενης σε ισχύ σύμφωνα με αυτό, το οποίο προσαρτάται στο παρόν με την επισημείωση της Χάγης (apostille) και σε πιστή μετάφραση.

Οι άνω εμφανισθέντες δεν ομιλούν την Ελληνική γλώσσα, αλλά την Αγγλική και για τον λόγο αυτό προσέλαβαν ως διερμηνέα τους, την **ΙΡΙΔΑ ΠΑΠΑΔΟΠΟΥΛΟΥ του Ιωάννη και της Μαρίνας,** δικηγόρο, γεννημένη στην Αθήνα το 1971, κάτοικο Παλαιού Φαλήρου Αττικής, οδός Αλκυόνης, αρ. 37, κάτοχο του υπ' αριθ. ΑΚ-590727/2012 δελτίου ταυτότητας του ΤΑ. Παλ. Φαλήρου, την οποία όρκισα νόμιμα ότι θα κάνει πιστή μετάφραση του παρόντος από την Ελληνική στην Αγγλική γλώσσα.

2) ΑΙΚΑΤΕΡΙΝΗ ΗΜΕΛΛΟΥ του Ηλία και της Καλλιόπης, δικηγόρος, γεννημένη στην Αθήνα το 1966, κάτοικος Δροσιάς Αττικής οδός Δωδεκανήσου αριθ.17$^{A}$, κάτοχος του με αριθ. ΑΚ-221264/2012 δελτίου ταυτότητας του ΤΑ. Νέας Ερυθραίας, η οποίος *ενεργεί στο παρόν ως πληρεξουσία της εδρεύουσας στην* Λευκωσία Κύπρου **(Αγ. Προκοπίου αριθ.13-Εγκωμη)** *Εταιρείας με την επωνυμία:*

***«SLENTEL LIMITED»***, δυνάμει εξουσίας που της χορηγήθηκε για την υπογραφή του παρόντος με το με το από 4-2-2015 πληρεξούσιο της Διευθύντριας της άνω εταιρείας Γιαννούλας Γεωργίου, το οποίο προσαρτάται στο παρόν με την επισημείωση της Χάγης (apostille) και σε πιστή μετάφραση.

Η άνω εταιρεία συνεστήθη με το από 17-1-2011 ιδρυτικό έγγραφο και καταστατικό της εταιρείας, σύμφωνα με το Νόμο Περί Εταιρειών, κεφ.113, έχει εγγραφεί στο Αρχείο του Εφόρου Εταιρειών με αριθμό εγγραφής ΗΕ 280254, σύμφωνα με τα σχετικά έγγραφα που προσαρτώνται στο παρόν, με την επισημείωση της Σύμβασης της Χάγης (apostille) και σε πιστή μετάφραση.

Οι ώδε εμφανισθέντες, ζήτησαν την σύνταξη του παρόντος, με το οποίο δήλωσαν, ότι συνιστούν με το παρόν συμβόλαιο Ανώνυμη Εταιρεία, η οποία διέπεται από τις διατάξεις του Κ.Ν. 2190/1920, όπως ισχύει σήμερα και από τους παρακάτω ειδικότερους όρους και συμφωνίες, που αποτελούν το καταστατικό αυτής.

## ΚΑΤΑΣΤΑΤΙΚΟ

### ΚΕΦΑΛΑΙΟ Α

### ΕΠΩΝΥΜΙΑ - ΕΔΡΑ - ΣΚΟΠΟΣ - ΔΙΑΡΚΕΙΑ

### ΑΡΘΡΟ 1

### ΕΠΩΝΥΜΙΑ

1.1. Συστήνεται Ανώνυμη Εταιρεία με την επωνυμία **«Fraport Περιφερειακά Αεροδρόμια της Ελλάδας Α Α-ΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ»** και με το διακριτικό τίτλο **«Fraport Περιφερειακά Αεροδρόμια της Ελλάδας Α Α.Ε.»** (εφεξής η «Εταιρεία»).

1.2. Για τις σχέσεις της Εταιρείας με το εξωτερικό, η επωνυμία της Εταιρείας θα είναι «Fraport Regional Airports of Greece A Société Anonyme» και ο διακριτικός τίτλος της «Fraport Regional Airports of Greece A S.A.».

**ΑΡΘΡΟ 2**

**ΕΔΡΑ**

2.1. Έδρα της Εταιρείας ορίζεται ο Δήμος Αμαρουσίου Αττικής.

2.2. Το Διοικητικό Συμβούλιο της Εταιρείας μπορεί με απόφασή του να ιδρύει υποκαταστήματα, παραρτήματα και πρακτορεία οπουδήποτε στην Ελλάδα, ορίζοντας ταυτοχρόνως τα καθήκοντα, τις αρμοδιότητες, την έκταση της δικαιοδοσίας τους και τον τρόπο εν γένει της λειτουργίας τους.

2.3. Τα υποκαταστήματα της Εταιρείας που έχουν ιδρυθεί στην Ελλάδα υπόκεινται στη δικαιοδοσία των Δικαστηρίων της έδρας της Εταιρείας.

**ΑΡΘΡΟ 3**

**ΣΚΟΠΟΣ**

3.1. Σκοπός της εταιρίας είναι η αναβάθμιση, συντήρηση, διαχείριση και εν γένει λειτουργία των περιφερειακών αεροδρομίων Κρήτης, Ηπειρωτικής Ελλάδας και Ιονίου, και συγκεκριμένα των αεροδρομίων (1) Θεσσαλονίκης, (2) Κέρκυρας, (3) Ζακύνθου, (4) Κεφαλληνίας, (5) Ακτίου, (6) Καβάλας και (7) Χανίων, σύμφωνα με τους όρους και τις διατάξεις της σχετικής Σύμβασης Παραχώρησης που θα συναφθεί μεταξύ της Εταιρείας, των μετόχων αυτής, της Ελληνικής Δημοκρατίας και της Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας Ελληνικού Δημοσίου Α.Ε. (εφεξής η «Σύμβαση Παραχώρησης»).

3.2. Στο πλαίσιο του σκοπού της, η Εταιρεία δύναται να προβαίνει σε κάθε είδους έργα και να παρέχει κάθε είδους υπηρεσίες που συνδέονται με την αναβάθμιση, συντήρηση, διαχείριση και εν γένει λειτουργία των ανωτέρω περιφερειακών αεροδρομίων καθώς και να πραγματοποιεί εν γένει κάθε άλλη δραστηριότητα αμέσως ή εμμέσως σχετιζόμενη με και εξυπηρετούσα τον σκοπό της, σε κάθε περίπτωση σύμφωνα με τους όρους και τις προϋποθέσεις της Σύμβασης Παραχώρησης.

3.3. Για την επίτευξη, προώθηση και ανάπτυξη του σκοπού της εταιρείας είναι δυνατή:

(α) Η συμμετοχή σε κοινοπραξίες με οποιαδήποτε φυσικά ή νομικά πρόσωπα και η συνεργασία με φυσικά ή νομικά πρόσωπα, διεθνείς ή εθνικές, επαγγελματικές, επιστημονικές, δημοσιογραφικές, πολιτιστικές και κοινωνικές οργανώσεις, επιχειρήσεις, βιομηχανίες και οργανισμούς.

(β) Η συμμετοχή σε ευρωπαϊκά προγράμματα χρηματοδότησης και επιδότησης καθώς και σε οποιοδήποτε πρόγραμμα τεχνολογικής έρευνας και ανάπτυξης συστημάτων διαχείρισης ψηφιακών δεδομένων εν γένει.

(γ) Η συμμετοχή σε επενδυτικά και αναπτυξιακά προγράμματα του ελληνικού Δημοσίου.

(δ) Η ίδρυση υποκαταστημάτων ή πρακτορείων ή γραφείων οπουδήποτε στην ημεδαπή.

**ΑΡΘΡΟ 4**

**ΔΙΑΡΚΕΙΑ**

4.1. Η διάρκεια της Εταιρείας ορίζεται σε εξήντα (60) έτη και αρχίζει από την καταχώρηση του παρόντος στο Γενικό Εμπορικό Μητρώο (Γ.Ε.ΜΗ.) από την αρμόδια εποπτεύουσα

αρχή της διοικητικής απόφασης για τη σύσταση της Εταιρείας και λήγει την 31η Δεκεμβρίου 2075.

4.2. Με απόφαση της Γενικής Συνέλευσης των Μετόχων που θα τροποποιεί το παρόν άρθρο, ο χρόνος της διάρκειας της Εταιρείας μπορεί να παραταθεί ή να περιορισθεί.

## ΚΕΦΑΛΑΙΟ Β

### ΑΡΘΡΟ 5

### ΜΕΤΟΧΙΚΟ ΚΕΦΑΛΑΙΟ - ΜΕΤΟΧΕΣ

5.1. Το μετοχικό κεφάλαιο της Εταιρείας ορίζεται στο ποσό των είκοσι τεσσάρων χιλιάδων ΕΥΡΩ (24.000,00 €) και διαιρείται σε είκοσι τέσσερις χιλιάδες (24,000) κοινές ονομαστικές μετοχές ονομαστικής αξίας ενός ΕΥΡΩ (1,00 €) η κάθε μία από αυτές.

5.2. Το κεφάλαιο αυτό θα καταβληθεί από τους ιδρυτές, όπως ορίζεται στο άρθρο 38 του παρόντος.

### ΑΡΘΡΟ 6

### ΑΥΞΗΣΗ ΜΕΤΟΧΙΚΟΥ ΚΕΦΑΛΑΙΟΥ

6.1. Η αύξηση του Μετοχικού Κεφαλαίου της Εταιρείας γίνεται μόνο σύμφωνα με το άρθρο 20 του παρόντος Καταστατικού.

6.2. Σε κάθε περίπτωση αύξησης του Μετοχικού Κεφαλαίου που δεν γίνεται με εισφορά σε είδος καθώς και εκδόσεως ομολογιών με δικαίωμα μετατροπής τους σε μετοχές, παρέχεται δικαίωμα προτίμησης σε ολόκληρο το νέο Κεφάλαιο ή το ομολογιακό δάνειο υπέρ των κατά την εποχή της έκδοσης μετόχων, ανάλογα με τη συμμετοχή τους στο υφιστάμενο Μετοχικό Κεφάλαιο και σύμφωνα με τους όρους και τα χρονικά περιθώρια που έχουν οριστεί από το όργανο της εταιρείας (Γενική Συνέλευση) που καθόρισε την αύξηση. Μετά το τέλος

της προθεσμίας που όρισε το όργανο της Εταιρείας που αποφάσισε την αύξηση, για την ενάσκηση του δικαιώματος προτίμησης, η οποία δεν μπορεί να είναι μικρότερη από δέκα πέντε ημέρες (15) ημέρες, οι μετοχές που δεν αναλήφθηκαν από τους παλαιούς μετόχους, σύμφωνα με τα παραπάνω, διατίθενται ελεύθερα από το Διοικητικό Συμβούλιο της Εταιρείας.

6.3. Η πρόσκληση για την ενάσκηση του δικαιώματος προτίμησης είναι δυνατόν να γίνεται με συστημένες επιστολές που θα στέλνονται στους μετόχους, περίπτωση κατά την οποία δεν θα απαιτείται περαιτέρω δημοσίευση της πρόσκλησης.

**ΑΡΘΡΟ 7**

**ΜΕΤΑΒΙΒΑΣΗ ΜΕΤΟΧΩΝ**

7.1. Κάθε μέτοχος, μπορεί να προβεί σε πώληση των μετοχών του σε τρίτο, φυσικό ή νομικό πρόσωπο, υπό την προϋπόθεση ότι έχει προηγουμένως λάβει καλόπιστη προσφορά για την πώληση των μετοχών του και ότι έχει χορηγήσει πρώτα στους υπόλοιπους μετόχους το δικαίωμα πρώτης προτίμησης για την αγορά των μετοχών.

7.2. Ο μέτοχος που επιθυμεί να μεταβιβάσει τις μετοχές του, που θα καλείται στο εξής "ο προσφέρων", πρέπει να επιδώσει έγγραφη πρόσκληση προς τους άλλους μετόχους, που θα καλείται στο εξής "η γνωστοποίηση", με την οποία θα τους γνωστοποιεί την πρόθεσή του να μεταβιβάσει το σύνολο των μετοχών του, το όνομα του τρίτου που προσφέρεται να τις αποκτήσει, αντίγραφο της προσφοράς και τους όρους και τις προϋποθέσεις καταβολής του τιμήματος.

7.3. Οποιοσδήποτε από τους άλλους μετόχους ενδιαφέρεται για την απόκτηση των μετοχών που προσφέρονται προς πώληση πρέπει να γνωστοποιήσει εγγράφως έναντι αποδείξεως στο μέτοχο που προσφέρει τις μετοχές του προς πώληση την πρόθεσή του να ασκήσει το δικαίωμα της πρώτης προτίμησης μέσα σε προθεσμία τριάντα (30) ημερών.

7.4. Η προθεσμία αυτή των τριάντα (30) ημερών αρχίζει από την ημέρα που η γνωστοποίηση του προσφέροντος παραδίδεται στους άλλους μετόχους αυτοπροσώπως ή, αν αποστέλλεται με συστημένη επιστολή, την ημέρα της παράδοσης.

7.5. Αν η προθεσμία αυτή παρέλθει άπρακτη από οποιονδήποτε μέτοχο ή μετόχους, θεωρείται ότι ο/οι μέτοχοι παραιτήθηκαν από το δικαίωμά τους πρώτης προτίμησης.

7.6. Εάν οι μέτοχοι ασκήσουν εμπρόθεσμα το παραπάνω δικαίωμά τους πρώτης προτίμησης, αποκτούν τις μετοχές που προσφέρονται προς πώληση κατ' αναλογία και σύμφωνα με τον αριθμό των μετοχών που ανήκουν σε καθένα τους (μη υπολογιζομένων των μετοχών που προσφέρονται προς πώληση) μέσα σε προθεσμία τριάντα (30) ημερών από την άσκηση του δικαιώματος πρώτης προτίμησης και σύμφωνα με τους όρους και τις προϋποθέσεις που περιέχονται στην προσφορά.

7.7. Εάν ο ένας μέτοχος ασκήσει εμπρόθεσμα το δικαίωμά του πρώτης προτίμησης και ο άλλος μέτοχος δεν το ασκήσει, τότε ο προσφέρων τις μετοχές του προς πώληση θα γνωστοποιήσει εγγράφως μέσα σε δύο (2) ημέρες από τη μη άσκηση του δικαιώματος πρώτης προτίμησης από τον άλλο

μέτοχο στο μέτοχο που ασκεί το δικαίωμα πρώτης προτίμησης ότι ο άλλος μέτοχος δεν άσκησε το δικαίωμά του.

7.8. Ο μέτοχος που άσκησε το δικαίωμά του πρώτης προτίμησης θα γνωστοποιήσει εγγράφως μέσα σε προθεσμία δέκα (10) ημερών προς τον προσφέροντα, αν προτίθεται ή όχι να προβεί στην αγορά όλων των προσφερομένων προς πώληση μετοχών.

7.9. Εάν το δικαίωμα πρώτης προτίμησης ασκηθεί εμπρόθεσμα από τον ίδιο μέτοχο για τις υπόλοιπες μετοχές, ο μέτοχος αυτός αποκτά τις υπόλοιπες μετοχές με τους όρους και τις προϋποθέσεις που περιέχονται στην προσφορά και μέσα σε προθεσμία τριάντα (30) ημερών από την άσκηση του δικαιώματός του πρώτης προτίμησης.

7.10. Οποιαδήποτε αλλαγή στους όρους της προσφοράς που δημιουργεί για τον τρίτο (φυσικό ή νομικό πρόσωπο) όρους ευνοϊκότερους από αυτούς που εμπεριέχονται στην αρχική προσφορά θα θεωρείται ότι συνιστά νέα προσφορά και ο προσφέρων τις μετοχές του προς πώληση υποχρεούται να τη γνωστοποιήσει εκ νέου στους μετόχους, σύμφωνα με την προβλεπόμενη σ' αυτό το άρθρο διαδικασία.

7.11. Εάν ο μέτοχος προς τον οποίο έχει προσφερθεί το δικαίωμα πρώτης προτίμησης δεν το ασκήσει και οι υπόλοιποι μέτοχοι επίσης δεν το ασκήσουν, τότε ο προσφέρων τις μετοχές του προς πώληση έχει το δικαίωμα να μεταβιβάσει όλες τις μετοχές για τις οποίες δεν έχει ασκηθεί το δικαίωμα πρώτης προτίμησης σε τρίτο φυσικό ή νομικό πρόσωπο με τις παρακάτω προϋποθέσεις:

(α) Η μεταβίβαση θα έχει ολοκληρωθεί μέσα σε εξήντα (60) ημέρες από την ημέρα που όλα τα δικαιώματα πρώτης προτίμησης των μετόχων έχουν εκπνεύσει ή εξαλειφθεί.

(β) Ο τρίτος προς τον οποίο γίνεται η μεταβίβαση συμφωνεί να συμμορφώνεται και να τηρεί όλες τις διατάξεις του καταστατικού και

(γ) Χορηγείται κάθε σχετική απαιτούμενη έγκριση από τις αρμόδιες αρχές.

7.12. Αν η μεταβίβαση των μετοχών στο τρίτο, φυσικό ή νομικό πρόσωπο, δεν ολοκληρωθεί σύμφωνα με την προσφορά μέσα στην παραπάνω προθεσμία των εξήντα (60) ημερών, τότε, πριν από τη μεταβίβαση των προς πώληση μετοχών, οι μέτοχοι προς τους οποίους έχει χορηγηθεί το δικαίωμα πρώτης προτίμησης, παρά το γεγονός της προηγούμενης αποποίησής τους, έχουν το δικαίωμα να το ασκήσουν εκ νέου σύμφωνα με όσα ορίζονται στο άρθρο αυτό.

7.13. Σε περίπτωση που ένας εκ των μετόχων γνωστοποιήσει, σύμφωνα με όσα ορίζονται στο παρόν άρθρο, στους άλλους μετόχους την πρόθεσή του να μεταβιβάσει τις μετοχές του, κανείς άλλος μέτοχος δεν δικαιούται να προβεί στην ίδια γνωστοποίηση για τις δικές του μετοχές, μέχρις ότου περατωθεί η πώληση των μετοχών του πρώτου γνωστοποιήσαντος μετόχου σε άλλο μέτοχο ή μετόχους ή στον τρίτο ή και τα δύο παύσουν.

7.14. Εάν ένας μέτοχος, σύμφωνα με τις προηγούμενες παραγράφους, προβεί σε πώληση ή σε μεταβίβαση των μετοχών του σε πρόσωπο άλλο από τους μετόχους, ο πωλών ή μεταβιβάζων μέτοχος θα είναι υποχρεωμένος να διασφαλίσει ότι ο εξαγοράζων ή αυτός προς τον οποίο μεταβιβάζει τις

μετοχές συμφωνεί να τηρεί και να συμμορφώνεται με τους όρους του παρόντος καταστατικού.

7.15. Οι μέτοχοι συμφωνούν να συνεργασθούν πλήρως και να καταβάλουν κάθε εύλογη προσπάθεια προκειμένου να ολοκληρώσουν κάθε πώληση μετοχών σύμφωνα με τα προβλεπόμενα στο παρόν άρθρο και να αποκτήσουν, χωρίς να περιορίζονται σε αυτές, όλες τις απαραίτητες διοικητικές συναινέσεις, εγκρίσεις και άδειες και ουδείς εκ των μετόχων θα προβεί σε οποιαδήποτε πράξη με σκοπό να παρέμβει ή να παρεμποδίσει την δυνατότητα ολοκλήρωσης μίας τέτοιας πώλησης. Σε περίπτωση κατά την οποία ένας μέτοχος εμποδίζεται να προβεί σε ενέργεια προβλεπόμενη από το παρόν άρθρο και εντός της αναφερόμενης σε αυτό προθεσμίας, ένεκα καθυστέρησης ως προς την απόκτηση αδειών, εγκρίσεων και συναινέσεων (μη συμπεριλαμβανομένης της αδικαιολόγητης καθυστέρησης από την πλευρά του μετόχου), η εν λόγω προθεσμία θα εκτείνεται έως την δέκατη (10) ημέρα από αυτή που ακολουθεί την λήψη τελικής απόφασης αναφορικά με την χορήγηση μίας τέτοιας άδειας, συναίνεσης, ή έγκρισης.

**ΑΡΘΡΟ 8**

**ΒΕΒΑΙΩΣΗ ΚΑΤΑΒΟΛΗΣ ΜΕΤΟΧΙΚΟΥ ΚΕΦΑΛΑΙΟΥ**

Εντός δύο (2) μηνών από την σύσταση της Εταιρείας ή εντός μηνός από τη λήξη της προθεσμίας καταβολής μετά από κάθε αύξηση του Μετοχικού Κεφαλαίου, το Διοικητικό Συμβούλιο της Εταιρείας, υποχρεούται να βεβαιώσει την καταβολή του Μετοχικού Κεφαλαίου, όπως ορίζεται στο άρθρο 11 του Κ.Ν. 2190/1920. Ειδικότερα σε περίπτωση αύξησης του Μετοχικού Κεφαλαίου η, κατά ανωτέρω, προθεσμία πιστοποίη-

σης του ποσού της αύξησης αρχίζει από την ορισθείσα προθεσμία καταβολής του ποσού της αύξησης, που δεν μπορεί να είναι μικρότερη από ένα (1) μήνα και μεγαλύτερη των τεσσάρων (4) μηνών από την ημερομηνία λήψης της ως άνω σχετικής απόφασης. Μέσα σε είκοσι (20) ημέρες από την λήξη της ως άνω προθεσμίας, η Εταιρεία υποχρεούται να υποβάλει στην Εποπτεύουσα Αρχή αντίγραφο του πρακτικού που θα συνταχθεί κατά την πιο πάνω συνεδρίαση του Διοικητικού Συμβουλίου, που αφορά την πιστοποίηση καταβολής του κεφαλαίου.

**ΑΡΘΡΟ 9**

**ΜΕΤΟΧΕΣ – ΤΙΤΛΟΙ ΜΕΤΟΧΩΝ**

*9.1.* Οι μετοχές της Εταιρείας είναι ονομαστικές. Η Εταιρεία θεωρεί ως μετόχους όλα τα πρόσωπα τα οποία εγγράφονται στο Βιβλίο Μετόχων της Εταιρείας.

*9.2.* Οι μετοχές της Εταιρείας είναι μεταβιβάσιμες σύμφωνα με τους όρους του παρόντος Καταστατικού (Άρθρο 7).

9.3. Για την μετατροπή των μετοχών σε ανώνυμες απαιτείται απόφαση της Γενικής Συνέλευσης των μετόχων κατά την απαρτία και πλειοψηφία του άρθρου 20 του παρόντος Καταστατικού και τις εκάστοτε ισχύουσες διατάξεις του κ.ν.2190/1920.

**ΑΡΘΡΟ 10**

**ΤΙΤΛΟΙ ΜΕΤΟΧΩΝ**

10.1. Οι μετοχές μπορούν να εκδίδονται σε τίτλους που ενσωματώνουν μία ή περισσότερες μετοχές.

10.2. Η ακριβής περιγραφή του τίτλου ορίζεται από το Διοικητικό Συμβούλιο.

*10.3.* Οι τίτλοι μετοχών είναι αριθμημένοι με αύξοντα αριθμό και φέρουν την ημερομηνία έκδοσης, το όνομα του κυρίου του τίτλου (στην περίπτωση που οι μετοχές είναι ονομαστικές), τη σφραγίδα της Εταιρείας και την υπογραφή του Προέδρου του Διοικητικού Συμβουλίου και ενός Συμβούλου που ορίζεται από το Διοικητικό Συμβούλιο.

10.4. Μέχρι την έκδοση των οριστικών τίτλων μετοχών, το Διοικητικό Συμβούλιο μπορεί να εκδίδει προσωρινούς ονομαστικούς τίτλους με τα ως άνω χαρακτηριστικά. Με την έκδοση των οριστικών τίτλων, οι οποίοι με ευθύνη του Διοικητικού Συμβουλίου παραδίδονται στους μετόχους, οι προσωρινοί τίτλοι επιστρέφονται στην Εταιρεία.]

**ΑΡΘΡΟ 11**

**ΔΙΚΑΙΩΜΑΤΑ ΚΑΙ ΥΠΟΧΡΕΩΣΕΙΣ ΜΕΤΟΧΩΝ**

11.1. Οι μετοχές της Εταιρείας είναι αδιαίρετες. Σε περίπτωση συνιδιοκτησίας μίας μετοχής, οι συνιδιοκτήτες αντιπροσωπεύονται μόνο με έναν αντιπρόσωπο σχετικά με τις σχέσεις τους με την Εταιρεία.

11.2. Κάθε μετοχή δίνει το δικαίωμα μίας (1) ψήφου στη Γενική Συνέλευση των μετόχων της Εταιρείας.

11.3. Η ευθύνη του μετόχου περιορίζεται στο ονομαστικό κεφάλαιο των μετοχών του. Η ιδιότητα του μετόχου και η κατοχή τίτλου μετοχής συνεπάγονται την αποδοχή του παρόντος Καταστατικού, των αποφάσεων του Διοικητικού Συμβουλίου και της Γενικής Συνέλευσης της Εταιρείας, που λαμβάνονται σύμφωνα με το Νόμο.

11.4. Κάθε μετοχή δημιουργεί δικαίωμα συμμετοχής στα κέρδη της Εταιρείας και, σε περίπτωση πτώχευσης, στο ε-

νεργητικό της Εταιρείας, αναλογικά με τον συνολικό αριθμό των μετοχών.

11.5. Τα δικαιώματα και οι υποχρεώσεις από κάθε μετοχή συνοδεύουν τον εκάστοτε κύριο του τίτλου.

**ΑΡΘΡΟ 12**

**ΔΙΚΑΙΩΜΑΤΑ ΜΕΙΟΨΗΦΙΑΣ**

12.1. Σε περίπτωση αίτησης μετόχων που εκπροσωπούν το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου, το Διοικητικό Συμβούλιο είναι υποχρεωμένο να συγκαλεί έκτακτη Γενική Συνέλευση των μετόχων, ορίζοντας ημέρα συνεδρίασής της που να μην απέχει περισσότερο από σαράντα πέντε (45) ημέρες από την ημέρα που επιδόθηκε η αίτηση στον Πρόεδρο του Διοικητικού Συμβουλίου. Στην αίτηση πρέπει να προσδιορίζονται με ακρίβεια τα θέματα της ημερησίας διάταξης. Εάν δεν συγκληθεί η Γενική Συνέλευση από το Διοικητικό Συμβούλιο εντός είκοσι (20) ημερών από την επίδοση της σχετικής αίτησης η σύγκλιση διενεργείται από τους αιτούντες μετόχους με δαπάνες της Εταιρείας με απόφαση του Μονομελούς Πρωτοδικείου της έδρας της Εταιρείας που εκδίδεται με την διαδικασία των ασφαλιστικών μέτρων. Στην απόφαση αυτή ορίζονται ο τόπος και ο χρόνος της συνεδρίασης καθώς και τα θέματα της ημερήσιας διάταξης.

12.2. Σε περίπτωση αίτησης μετόχων που εκπροσωπούν το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου το Διοικητικό Συμβούλιο υποχρεούται να εγγράψει στην ημερήσια διάταξη Γενικής Συνέλευσης που έχει ήδη συγκληθεί πρόσθετα θέματα, εάν η σχετική αίτηση περιέλθει στο Διοικητικό Συμβούλιο δέκα πέντε (15) τουλάχιστον ημέρες πριν από την Γενική Συνέλευση. Τα πρόσθετα θέματα πρέπει

να δημοσιεύονται ή να γνωστοποιούνται με ευθύνη Διοικητικού Συμβουλίου κατά το άρθρο 26 του ΚΝ.2190/20 επτά (7) τουλάχιστον ημέρες πριν από την Γενική Συνέλευση. Αν τα θέματα αυτά δεν δημοσιευθούν οι αιτούντες μέτοχοι δικαιούνται να ζητήσουν αναβολή της Γενικής Συνέλευσης σύμφωνα με την παράγραφο 3 του παρόντος άρθρου και να προβούν οι ίδιοι στην δημοσίευση κατά τα οριζόμενα στο προηγούμενο εδάφιο με δαπάνη της εταιρείας. Το Διοικητικό Συμβούλιο δεν είναι υποχρεωμένο να προβαίνει στην εγγραφή θεμάτων στην ημερήσια διάταξη ούτε στη δημοσίευση ή γνωστοποίηση αυτών μαζί με αιτιολόγηση που υποβάλλονται από τους μετόχους αν το περιεχόμενο αυτών έρχεται προφανώς σε αντίθεση με το νόμο ή τα χρηστά ήθη.

12.3. Σε περίπτωση αίτησης μετόχου ή μετόχων που εκπροσωπούν το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου, ο Πρόεδρος της Συνέλευσης είναι υποχρεωμένος να αναβάλει, για μία μόνο φορά, τη λήψη αποφάσεων τακτικής ή έκτακτης Γενικής Συνέλευσης για όλα ή ορισμένα θέματα, ορίζοντας ημέρα συνεδρίασης για τη λήψη τους εκείνη που ορίζεται στην αίτηση των μετόχων, που όμως δεν μπορεί να απέχει περισσότερο από τριάντα (30) ημέρες από την ημέρα της αναβολής. Η μετ' αναβολή Γενική Συνέλευση αποτελεί συνέχιση της προηγούμενης και δεν απαιτείται η επανάληψη των διατυπώσεων δημοσιότητας της πρόσκλησης των μετόχων, σ' αυτήν μπορούν να μετάσχουν και νέοι μέτοχοι, τηρουμένων των διατάξεων των άρθρων 27 παρ.2 και 28 του Κ.Ν. 2190/1920, όπως ισχύει.

12.4. Σε περίπτωση αίτησης οποιουδήποτε μετόχου που υποβάλλεται στην εταιρεία τουλάχιστον πέντε (5) ολόκληρες

ημέρες πριν από την τακτική Γενική Συνέλευση, το Διοικητικό Συμβούλιο είναι υποχρεωμένο να παρέχει τις συγκεκριμένες πληροφορίες που του ζητούνται σχετικά με τις υποθέσεις της Εταιρείας, στο μέτρο που αυτές είναι χρήσιμες για την πραγματική εκτίμηση των θεμάτων της ημερήσιας διάταξης. Το Διοικητικό Συμβούλιο μπορεί να απαντήσει ενιαία σε αιτήσεις μετόχων με το ίδιο περιεχόμενο. Υποχρέωση παροχής πληροφοριών δεν υφίσταται όταν οι σχετικές πληροφορίες διατίθενται ήδη στην ιστοσελίδα της εταιρείας ιδίως με τη μορφή ερωτήσεων και απαντήσεων.

Επίσης με αίτηση μετόχων που εκπροσωπούν το ένα εικοστό 1/20 του καταβεβλημένου μετοχικού κεφαλαίου το Διοικητικό Συμβούλιο υποχρεούται να ανακοινώνει στη Γενική Συνέλευση τα ποσά που μέσα στην τελευταία διετία καταβλήθηκαν για οποιαδήποτε αιτία από την Εταιρεία σε μέλη του Διοικητικού Συμβουλίου ή στους Διευθυντές ή άλλους υπαλλήλους της, καθώς και κάθε άλλη παροχή της Εταιρείας στα πρόσωπα αυτά ή κάθε άλλη σύμβαση της Εταιρείας που καταρτίστηκε για οποιαδήποτε αιτία με τα ίδια πρόσωπα. Σε όλες τις ανωτέρω περιπτώσεις το Διοικητικό Συμβούλιο μπορεί να αρνηθεί να δώσει τις πληροφορίες που του ζητούνται για αποχρώντα ουσιώδη λόγο, αναγράφοντας τη σχετική αιτιολογία στα πρακτικά.

12.5. Σε περίπτωση αίτησης των μετόχων που εκπροσωπούν το ένα πέμπτο (1/5) του καταβεβλημένου Μετοχικού Κεφαλαίου, η οποία υποβάλλεται στην Εταιρεία μέσα στην προθεσμία της προηγούμενης παραγράφου, το Διοικητικό Συμβούλιο έχει την υποχρέωση να δώσει σ' αυτούς, κατά τη Γενική Συνέλευση ή, αν προτιμάει, πριν απ' αυτή, σε εκπρό-

σωπό τους πληροφορίες σχετικά με την πορεία των εταιρικών υποθέσεων και την περιουσιακή κατάσταση της Εταιρείας. Το Διοικητικό Συμβούλιο μπορεί να αρνηθεί να δώσει τις πληροφορίες που του ζητούνται για αποχρώντα ουσιώδη λόγο, αναγράφοντας τη σχετική αιτιολογία στα πρακτικά.

12.6. Στις περιπτώσεις του δευτέρου εδαφίου της παρ. 12.4 και της παρ. 12.5, οποιαδήποτε αμφισβήτηση σχετικά με το βάσιμο της αιτιολογίας λύεται από το αρμόδιο Μονομελές Πρωτοδικείο της έδρας της Εταιρείας με τη διαδικασία των Ασφαλιστικών Μέτρων. Με την ίδια απόφαση το δικαστήριο υποχρεώνει την εταιρεία να παράσχει τις πληροφορίες που αρνήθηκε.

12.7. Σε περίπτωση αίτησης μετόχων που εκπροσωπούν το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου, η λήψη απόφασης για οποιοδήποτε θέμα της ημερήσιας διάταξης της Γενικής Συνέλευσης γίνεται με ονομαστική κλήση.

12.8. Οι μέτοχοι που ασκούν τα δικαιώματα του παρόντος άρθρου οφείλουν να αποδείξουν την μετοχική τους ιδιότητα και τον αριθμό των μετοχών που κατέχουν κατά την άσκηση του σχετικού δικαιώματος. Τέτοια απόδειξη αποτελεί και η κατάθεση των μετοχών σύμφωνα με τις παραγράφους 1 και 2 του άρθρου 28 του ΚΝ 2190/20.

12.9. Μέτοχοι της Εταιρείας που εκπροσωπούν τουλάχιστον το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου έχουν το δικαίωμα να ελέγχουν ανά πάσα στιγμή τα βιβλία της Εταιρείας, αυτοπροσώπως ή μέσω λογιστή της επιλογής τους.

12.10. Μέτοχοι της Εταιρείας που εκπροσωπούν τουλάχιστον το ένα εικοστό (1/20) του καταβεβλημένου Μετοχικού Κεφαλαίου έχουν δικαίωμα να ζητούν έλεγχο της Εταιρείας από το αρμόδιο Δικαστήριο της περιφερείας στην οποία εδρεύει η Εταιρεία. Ο έλεγχος διατάσσεται, αν πιθανολογείται ότι με τις πράξεις που καταγγέλλονται, παραβιάζονται οι διατάξεις των Νόμων ή του Καταστατικού ή των αποφάσεων της Γενικής Συνέλευσης. Σε κάθε περίπτωση η αίτηση ελέγχου πρέπει να υποβάλλεται εντός τριών (3) ετών από την έγκριση των οικονομικών καταστάσεων της χρήσης εντός της οποίας τελέσθηκαν οι καταγγελλόμενες πράξεις.

12.11. Μέτοχοι της Εταιρείας που εκπροσωπούν το ένα πέμπτο (1/5) του καταβεβλημένου Μετοχικού Κεφαλαίου έχουν το δικαίωμα να ζητήσουν έλεγχο της Εταιρείας από το κατά την προηγούμενη παράγραφο αρμόδιο Δικαστήριο, εφόσον από την όλη πορεία των εταιρικών υποθέσεων γίνεται πιστευτό, ότι η διοίκηση των εταιρικών υποθέσεων δεν ασκείται όπως επιβάλλει η χρηστή και συνετή διαχείριση.

12.12. Οι μέτοχοι, που ασκούν το δικαίωμα των παραπάνω παραγράφων 12.9, 12.10 και 12.11, πρέπει να αποδείξουν στο Δικαστήριο ότι κατέχουν τις μετοχές που τους δίνουν το δικαίωμα να ζητήσουν τον έλεγχο της εταιρείας. Τέτοια απόδειξη αποτελεί και η κατάθεση των μετοχών σύμφωνα με τις παρ. 1 και 2 του άρθρου 28 του Κ.Ν. 2190/20. Το Δικαστήριο μπορεί να κρίνει ότι η εκπροσώπηση των αιτούντων μετόχων στο Διοικητικό Συμβούλιο σύμφωνα με τις παραγράφους 3 ή 6 του άρθρου 18 του ΚΝ 2190/20 δεν δικαιολογεί τον έλεγχο με βάση τις ανωτέρω παραγράφους 12.9, 12.10 και 12.11.

## ΚΕΦΑΛΑΙΟ Γ

## ΓΕΝΙΚΗ ΣΥΝΕΛΕΥΣΗ

### ΑΡΘΡΟ 13

### ΓΕΝΙΚΗ ΣΥΝΕΛΕΥΣΗ

13.1. Οι μέτοχοι ασκούν τα σχετικά με τη διοίκηση της Εταιρείας δικαιώματά τους μόνο μέσω της συμμετοχής τους στη Γενική Συνέλευση, η οποία είναι το ανώτατο όργανο της Εταιρείας.

13.2. Η Γενική Συνέλευση, νομίμως συγκροτηθείσα, αντιπροσωπεύει τον συνολικό αριθμό των μετόχων και δικαιούται να αποφασίζει για κάθε υπόθεση που αφορά την Εταιρεία. Οι νόμιμες αποφάσεις της δεσμεύουν και τους μετόχους που απουσιάζουν ή διαφωνούν.

### ΑΡΘΡΟ 14

### ΑΡΜΟΔΙΟΤΗΤΑ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ

14.1. Η Γενική Συνέλευση αποφασίζει για κάθε ζήτημα που εισάγεται ενώπιον της.

14.2. Ειδικότερα, η Γενική Συνέλευση είναι η μόνη αρμόδια να αποφασίζει για τα ακόλουθα θέματα :

(α) Παράταση της διάρκειας, μετατροπή, αναβίωση, συγχώνευση, διάσπαση ή διάλυση της Εταιρείας.

(β) Τροποποίηση του Καταστατικού.

(γ) Αύξηση ή μείωση του Μετοχικού Κεφαλαίου, εκτός από αυξήσεις που επιβάλλονται από διατάξεις άλλων νόμων.

(δ) Έκδοση δανείου με ομολογίες που αναφέρονται στα άρθρα 3α και 3β του Κ. Ν. 2190/1920.

(ε) Εκλογή μελών του Διοικητικού Συμβουλίου και ελεγκτών.

(στ) Διορισμός εκκαθαριστών.

(ζ) Διάθεση των ετησίων κερδών.

(η) Έγκριση των ετησίων λογαριασμών (ετησίων οικονομικών καταστάσεων).

14.3. Μετά την έγκριση των ετήσιων οικονομικών καταστάσεων, η Γενική Συνέλευση, με ειδική ψηφοφορία που ενεργείται με ονομαστική κλήση, αποφαίνεται για την απαλλαγή των μελών του Διοικητικού Συμβουλίου και των Ελεγκτών από κάθε ευθύνη για αποζημίωση. Μέτοχοι που είναι μέλη του Διοικητικού Συμβουλίου ή υπάλληλοι της Εταιρείας ψηφίζουν με βάση τις δικές τους και μόνον μετοχές. Η απαλλαγή του Διοικητικού Συμβουλίου είναι ανίσχυρη στις περιπτώσεις των διατάξεων του άρθρου 22α του Κ.Ν.2190/1920.

**ΑΡΘΡΟ 15**

**ΣΥΓΚΛΗΣΗ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

15.1. Η Γενική Συνέλευση των μετόχων συγκαλείται από το Διοικητικό Συμβούλιο και συνέρχεται, τακτικά, στην έδρα της Εταιρείας, ή στην περιφέρεια άλλου δήμου εντός του νομού της έδρας ή άλλου δήμου όμορου της έδρας τουλάχιστον μία (1) φορά το χρόνο, πάντοτε μέσα στο πρώτο εξάμηνο από τη λήξη κάθε εταιρικής χρήσης.

15.2. Η Γενική Συνέλευση μπορεί να συνέρχεται και σε άλλο τόπο κείμενο στην Ελλάδα ή την αλλοδαπή.

15.3. Το Διοικητικό Συμβούλιο μπορεί να συγκαλεί σε έκτακτη συνεδρίαση την Γενική Συνέλευση των μετόχων, όποτε το κρίνει σκόπιμο.

15.4. Η Γενική Συνέλευση, με εξαίρεση τις επαναληπτικές συνελεύσεις και εκείνες που εξομοιώνονται μ' αυτές, πρέπει να καλείται είκοσι (20) τουλάχιστον πλήρεις ημέρες πριν από την οριζόμενη για τη συνεδρίασή της. Συναφώς, διευκρινίζεται ότι συνυπολογίζονται και οι μη εργάσιμες ημέρες. Η ημέ-

ρα δημοσίευσης της πρόσκλησης της Γενικής Συνέλευσης και η ημέρα της συνεδρίασης αυτής δεν υπολογίζονται.

**ΑΡΘΡΟ 16**

**ΠΡΟΣΚΛΗΣΗ -**

**ΗΜΕΡΗΣΙΑ ΔΙΑΤΑΞΗ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

16.1. Η πρόσκληση της Γενικής Συνέλευσης προς τους μετόχους, η οποία περιλαμβάνει τουλάχιστον το οίκημα, τη χρονολογία, την ημέρα και την ώρα κατά την οποία θα συνέλθει η συνέλευση, καθώς και τα θέματα της ημερήσιας διάταξης με σαφήνεια, τους μετόχους που έχουν δικαίωμα συμμετοχής καθώς και ακριβείς οδηγίες για τον τρόπο με τον οποίο οι μέτοχοι θα μπορέσουν να μετάσχουν στην συνέλευση και να ασκήσουν τα δικαιώματα τους αυτοπροσώπως ή διά αντιπροσώπου ή ενδεχομένως και εξ αποστάσεως.

16.2. Η πρόσκληση της Γενικής Συνέλευσης δημοσιεύεται στην ιστοσελίδα της Εταιρείας, και μέχρις ότου αυτή καταρτιστεί, σε μία ημερήσια οικονομική εφημερίδα πανελλαδικής κυκλοφορίας κατά την κρίση του Διοικητικού Συμβουλίου.

16.3. Στην περίπτωση που οι μετοχές της εταιρίας είναι ονομαστικές στο σύνολό τους και οι μέτοχοι έχουν γνωστοποιήσει εγκαίρως στην εταιρεία τη διεύθυνση τους, η κατά την ανωτέρω παράγραφο 16.1 πρόσκληση της γενικής συνέλευσης μπορεί να κοινοποιείται στους μετόχους με δικαστικό επιμελητή ή με συστημένη επιστολή ή με παράδοση της πρόσκλησης. Σε περίπτωση που η πρόσκληση επιδίδεται με συστημένη επιστολή, η αποστολή αυτής θα πρέπει αποδεδειγμένα να προηγείται πέντε(5) τουλάχιστον ημέρες της προβλεπόμενης από το νόμο ελάχιστης προθεσμίας δημοσίευσης της πρόσκλησης.

16.4. Η πρόσκληση αυτή δημοσιεύεται όπως προβλέπεται από το νόμο προ είκοσι (20) πλήρων ημερών πριν την οριζόμενη για τη συνεδρίασή της ενώ προ δέκα (10) πλήρων ημερών στην ιστοσελίδα του Γενικού Εμπορικού Μητρώου. Στις περιπτώσεις επαναληπτικών Γενικών Συνελεύσεων, οι παραπάνω προθεσμίες συντέμνονται στο μισό.

16.5. Νεότερη πρόσκληση δεν απαιτείται εάν στην αρχική πρόσκληση ορίζονται ο τόπος και ο χρόνος των επαναληπτικών εκ του νόμου προβλεπόμενων συνεδριάσεων για την περίπτωση μη επίτευξης απαρτίας.

16.6. Πρόσκληση για σύγκλιση Γενικής Συνέλευσης δεν απαιτείται στην περίπτωση κατά την οποία στη συνέλευση παρίστανται ή αντιπροσωπεύονται μέτοχοι που εκπροσωπούν το σύνολο του μετοχικού κεφαλαίου και κανείς από αυτούς δεν αντιλέγει στην πραγματοποίησή της και στην λήψη αποφάσεων.

**ΑΡΘΡΟ 17**

**ΚΑΤΑΘΕΣΗ ΜΕΤΟΧΩΝ - ΑΝΤΙΠΡΟΣΩΠΕΥΣΗ**

17.1. Οι μέτοχοι που επιθυμούν να πάρουν μέρος στη Γενική Συνέλευση οφείλουν να καταθέσουν τους τίτλους των μετοχών τους στο ταμείο της Εταιρείας ή στο Ταμείο Παρακαταθηκών και Δανείων ή σε οποιαδήποτε νόμιμα λειτουργούσα στην Ελλάδα Ανώνυμη Τραπεζική Εταιρεία τουλάχιστον πέντε (5) πλήρεις ημέρες πριν από εκείνη για την οποία ορίστηκε η συνεδρίαση της Συνέλευσης.

17.2. Οι μέτοχοι που έχουν δικαίωμα συμμετοχής στη Γενική Συνέλευση μπορούν να αντιπροσωπευτούν σ' αυτήν από πρόσωπο που έχουν εξουσιοδοτήσει νόμιμα.

17.3. Οι αποδείξεις κατάθεσης μετοχών καθώς και τα έγγραφα νομιμοποίησης αντιπροσώπων των μετόχων πρέπει να κατατίθενται στην Εταιρεία τουλάχιστον πέντε (5) ολόκληρες ημέρες πριν από την ημέρα συνεδρίασης της Γενικής Συνέλευσης.

17.4. Μέτοχοι που δεν έχουν συμμορφωθεί με τις διατάξεις των παραγράφων 17.1 και 17.3 μπορούν να πάρουν μέρος στη Γενική Συνέλευση μόνο μετά από άδεια αυτής πριν την έναρξη της συζήτησης για τα θέματα της ημερήσιας διάταξης.

17.5. Είναι δυνατή η διεξαγωγή γενικής συνέλευσης μέσω τηλεδιάσκεψης τηρουμένων των εκάστοτε ισχυουσών σχετικών διατάξεων του κ.ν. 2190/1920.

17.6. Επίσης επιτρέπεται τηρουμένων των εκάστοτε ισχυουσών σχετικών διατάξεων του κ.ν. 2190/1920 η εξ αποστάσεως συμμετοχή στην ψηφοφορία κατά τη Γενική Συνέλευση των μετόχων με την εκ των προτέρων αποστολή στους μετόχους των θεμάτων της ημερήσιας διάταξης της γενικής συνέλευσης και σχετικών ψηφοδελτίων με τα θέματα αυτά. Τα θέματα και τα ψηφοδέλτια μπορεί να διατίθενται και η συμπλήρωσή τους να γίνεται και ηλεκτρονικά μέσω του διαδικτύου. Οι μέτοχοι που ψηφίζουν με τον τρόπο αυτό υπολογίζονται για το σχηματισμό της απαρτίας και της πλειοψηφίας εφόσον τα σχετικά ψηφοδέλτια έχουν παραληφθεί από την εταιρεία δύο (2) τουλάχιστον πλήρεις ημέρες πριν από την ημέρα της γενικής συνέλευσης.

**ΑΡΘΡΟ 18**

**ΠΙΝΑΚΑΣ ΤΩΝ ΜΕΤΟΧΩΝ**

**ΠΟΥ ΕΧΟΥΝ ΔΙΚΑΙΩΜΑ ΨΗΦΟΥ**

18.1. Σαράντα οκτώ (48) ώρες πριν από κάθε Γενική Συνέλευση τοιχοκολλάται σε εμφανή θέση του καταστήματος της Εταιρείας νόμιμα συνταγμένος πίνακας των μετόχων που έχουν δικαίωμα ψήφου στη Γενική Συνέλευση.

18.2. Ο πίνακας αυτός πρέπει να περιέχει όλα τα στοιχεία που αξιώνει ο νόμος, όπως τα στοιχεία των τυχόν αντιπροσώπων των μετόχων, τον αριθμό των μετοχών και ψήφων του καθενός και τις διευθύνσεις των μετόχων και των αντιπροσώπων τους.

**ΑΡΘΡΟ 19**

**ΣΥΝΗΘΗΣ ΑΠΑΡΤΙΑ ΚΑΙ ΠΛΕΙΟΨΗΦΙΑ**

**ΤΗΣ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

19.1. Η Γενική Συνέλευση βρίσκεται σε απαρτία και συνεδριάζει έγκυρα επί των θεμάτων της ημερήσιας διάταξης όταν εκπροσωπείται σε αυτήν αυτοπροσώπως ή δια αντιπροσώπου τουλάχιστον το ένα πέμπτο 1/5 του καταβεβλημένου Μετοχικού Κεφαλαίου.

19.2. Εάν δεν συντελεστεί τέτοια απαρτία στην πρώτη συνεδρίαση, συνέρχεται επαναληπτική συνέλευση μέσα σε είκοσι (20) ημέρες από την χρονολογία της συνεδρίασης που ματαιώθηκε, με πρόσκληση δέκα (10) ημέρες τουλάχιστον πριν. Η επαναληπτική αυτή συνέλευση βρίσκεται σε απαρτία και συνεδριάζει έγκυρα επί των θεμάτων της αρχικής ημερήσιας διάταξης οποιοδήποτε και αν είναι το τμήμα του καταβεβλημένου Μετοχικού Κεφαλαίου που εκπροσωπείται σε αυτήν, είτε αυτοπροσώπως είτε δια αντιπροσώπων. Νεότερη πρόσκληση δεν απαιτείται εάν στην αρχική πρόσκληση ορίζονται ο τόπος και ο χρόνος των επαναληπτικών εκ του νόμου προβλεπόμενων συνεδριάσεων για την περίπτωση μη

επίτευξης απαρτίας, υπό την προϋπόθεση ότι μεσολαβούν τουλάχιστον δέκα (10) πλήρεις ημέρες ανάμεσα στη ματαιωθείσα συνεδρίαση και την επαναληπτική.

19.3. Οι αποφάσεις της Γενικής Συνέλευσης λαμβάνονται με απόλυτη πλειοψηφία των ψήφων που εκπροσωπούνται στη Συνέλευση.

**ΑΡΘΡΟ 20**

**ΕΞΑΙΡΕΤΙΚΗ ΑΠΑΡΤΙΑ ΚΑΙ ΠΛΕΙΟΨΗΦΙΑ ΤΗΣ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

20.1. Εξαιρετικώς, η Γενική Συνέλευση βρίσκεται σε απαρτία και συνεδριάζει έγκυρα επί των θεμάτων της ημερήσιας διάταξης εάν εκπροσωπούνται σε αυτήν τα δύο τρίτα (2/3) του καταβεβλημένου Μετοχικού Κεφαλαίου, όταν πρόκειται για αποφάσεις που αφορούν :

(α) παράταση της διάρκειας, συγχώνευση ή διάσπαση, μετατροπή, αναβίωση, διάλυση της εταιρείας,

(β) μεταβολή της εθνικότητας της εταιρείας,

(γ) μεταβολή του αντικειμένου της επιχείρησης της εταιρείας,

(δ) αύξηση ή μείωση του μετοχικού κεφαλαίου, εκτός της επιβαλλόμενης εκ του νόμου ή αυτής που γίνεται με κεφαλαιοποίηση αποθεματικών.

(ε) έκδοση δανείου με ομολογίες που αναφέρονται στα άρθρα 3α και 3β του κ.ν. 2190/1920,

(στ) μεταβολή του τρόπου διάθεσης των κερδών,

(ζ) αύξηση των υποχρεώσεων των μετόχων,

(η) σε κάθε άλλη περίπτωση κατά την οποία ο νόμος ορίζει ότι, για να ληφθεί ορισμένη απόφαση της Γενικής Συνέλευσης, απαιτείται η απαρτία της παρούσας παραγράφου.

20.2. Αν δεν συντελεστεί η απαρτία της προηγούμενης παραγράφου στην πρώτη συνεδρίαση, μέσα σε είκοσι (20) ημέρες από τη συνεδρίαση αυτή και ύστερα από πρόσκληση πριν από δέκα (10) τουλάχιστον πλήρεις ημέρες, συνέρχεται πρώτη επαναληπτική συνέλευση, που βρίσκεται σε απαρτία και συνεδριάζει έγκυρα επί των θεμάτων της αρχικής ημερήσιας διάταξης, όταν σε αυτήν εκπροσωπείται τουλάχιστον το ένα δεύτερο (½) του καταβεβλημένου μετοχικού κεφαλαίου.

20.3. Αν δεν συντελεστεί και αυτή η απαρτία, συνέρχεται και πάλι, μέσα σε είκοσι (20) ημέρες, δεύτερη επαναληπτική συνέλευση, με πρόσκληση πριν από δέκα (10) τουλάχιστον πλήρεις ημέρες, που βρίσκεται σε απαρτία και συνεδριάζει έγκυρα επί των θεμάτων της αρχικής ημερήσιας διάταξης όταν σε αυτήν εκπροσωπείται τουλάχιστον το ένα τρίτο (1/3) του καταβεβλημένου Μετοχικού Κεφαλαίου. Όταν πρόκειται να ληφθεί απόφαση για αύξηση κεφαλαίου η Γενική Συνέλευση στην τελευταία επαναληπτική συνεδρίαση ευρίσκεται σε απαρτία όταν παρίστανται η αντιπροσωπεύονται σε αυτήν μέτοχοι που εκπροσωπούν το 1/5 τουλάχιστον του καταβεβλημένου μετοχικού κεφαλαίου.

20.4. Όλες οι αποφάσεις της παραγράφου 1 του παρόντος άρθρου λαμβάνονται με πλειοψηφία δύο τρίτων (2/3) των μετόχων που εκπροσωπούνται στη Συνέλευση.

**ΑΡΘΡΟ 21**

**ΠΡΟΕΔΡΟΣ - ΓΡΑΜΜΑΤΕΑΣ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

21.1. Στη Γενική Συνέλευση προεδρεύει προσωρινά ο Πρόεδρος του Διοικητικού Συμβουλίου ή, όταν κωλύεται αυτός, ο αναπληρωτής του. Χρέη γραμματέως εκτελεί προσωρινά αυτός που ορίζεται από τον Πρόεδρο.

21.2. Αφού εγκριθεί ο κατάλογος των μετόχων που έχουν δικαίωμα ψήφου, η Συνέλευση προχωρεί στην εκλογή του Προέδρου της και ενός Γραμματέως, που εκτελεί και χρέη Ψηφολέκτη.

**ΑΡΘΡΟ 22**

**ΘΕΜΑΤΑ ΣΥΖΗΤΗΣΕΩΣ**

**ΠΡΑΚΤΙΚΑ ΓΕΝΙΚΗΣ ΣΥΝΕΛΕΥΣΗΣ**

22.1. Οι συζητήσεις και οι αποφάσεις της Γενικής Συνέλευσης περιορίζονται στα θέματα που αναγράφονται στην ημερήσια διάταξη.

22.2. Για τα θέματα που συζητούνται και αποφασίζονται στην Συνέλευση τηρούνται πρακτικά, που υπογράφονται από τον Πρόεδρο και τον γραμματέα της. Μετά από αίτηση μετόχου, ο Πρόεδρος της Συνέλευσης υποχρεούται να καταγράψει στα πρακτικά ακριβή περίληψη της άποψης του μετόχου. Σε αυτά τα πρακτικά καταχωρείται πίνακας των μετόχων που ήταν παρόντες ή εκπροσωπούνταν στη Γενική Συνέλευση και ο οποίος συντάσσεται σύμφωνα με το άρθρο 18 του παρόντος Καταστατικού. Τα αντίγραφα και τα αποσπάσματα των πρακτικών επικυρώνονται και υπογράφονται από τον Πρόεδρο του Διοικητικού Συμβουλίου ή τον αναπληρωτή του. Σε περίπτωση λύσης της Εταιρείας και κατά τη διάρκεια της εκκαθάρισης, αντίγραφα των πρακτικών επικυρώνονται από έναν από τους εκκαθαριστές.

22.3. Εάν στη συνέλευση παρίσταται ένας μόνο μέτοχος είναι υποχρεωτική η παρουσία Συμβολαιογράφου ο οποίος προσυπογράφει τα πρακτικά της γενικής συνέλευσης.

22.4. Με την επιφύλαξη των διατάξεων της προηγούμενης παραγράφου στις εταιρείες που δεν έχουν μετοχές εισηγμέ-

νες στο χρηματιστήριο η κατάρτιση και υπογραφή πρακτικού από όλους τους μετόχους ή τους αντιπροσώπους τους ισοδυναμεί με απόφαση της γενικής συνέλευσης ακόμη και αν δεν έχει προηγηθεί συνεδρίαση.

## ΚΕΦΑΛΑΙΟ Δ

## ΔΙΟΙΚΗΤΙΚΟ ΣΥΜΒΟΥΛΙΟ

### ΑΡΘΡΟ 23

### ΣΥΝΘΕΣΗ ΚΑΙ ΘΗΤΕΙΑ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ

23.1. Η εταιρεία διοικείται από το Διοικητικό Συμβούλιο, που αποτελείται από τρία (3) έως έξι (6) μέλη.

23.2. Τα μέλη του Διοικητικού Συμβουλίου εκλέγονται από τη Γενική Συνέλευση των μετόχων της Εταιρείας με πενταετή θητεία, που παρατείνεται αυτόματα μέχρι την εκλογή νέων μελών του Διοικητικού Συμβουλίου από την πρώτη τακτική Γενική Συνέλευση μετά τη λήξη της θητείας τους, η οποία όμως δεν μπορεί να περάσει την εξαετία.

23.3. Επιτρέπεται η εκλογή αναπληρωματικών μελών του Διοικητικού Συμβουλίου ο αριθμός των οποίων καθορίζεται από την σχετική απόφαση της Γενικής Συνέλευσης που τους εκλέγει και είναι μέσα στα πλαίσια του ορίου που αναφέρεται στις ως άνω παραγράφους. Τα αναπληρωματικά μέλη μπορούν να χρησιμοποιηθούν μόνον για την αναπλήρωση σύμφωνα με το άρθρο 26 του παρόντος μέλους ή μελών του διοικητικού συμβουλίου που παραιτήθηκαν, απεβίωσαν ή απώλεσαν την ιδιότητα τους με οποιοδήποτε άλλο τρόπο.

23.4. Μη μέτοχοι μπορούν να εκλεγούν ως μέλη του Διοικητικού Συμβουλίου, και τα μέλη του Διοικητικού Συμβουλίου μπορούν να επανεκλεγούν και είναι ελεύθερα ανακλητά.

23.5. Μέλος του ΔΣ μπορεί να είναι και νομικό πρόσωπο, στην περίπτωση αυτή όμως, θα πρέπει να ορισθεί ταυτόχρονα και το φυσικό πρόσωπο που θα ασκεί τις εξουσίες του νομικού προσώπου ως μέλους του ΔΣ.

**ΑΡΘΡΟ 24**

**ΕΞΟΥΣΙΑ**

**ΑΡΜΟΔΙΟΤΗΤΕΣ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

24.1. Το Διοικητικό Συμβούλιο ασκεί τη διοίκηση της Εταιρείας, την διαχείριση και διάθεση της περιουσίας της και την εκπροσώπησή της κατά τα υπό του νόμου ειδικότερα οριζόμενα. Αποφασίζει για όλα γενικά τα ζητήματα που αφορούν την Εταιρεία, μέσα στα πλαίσια του εταιρικού σκοπού, με εξαίρεση εκείνα που σύμφωνα με το νόμο ή το παρόν Καταστατικό ανήκουν στην αποκλειστική αρμοδιότητα της Γενικής Συνέλευσης.

24.2. Το Διοικητικό Συμβούλιο μπορεί, αποκλειστικά και μόνον με απόφαση του καταχωριζόμενη στα πρακτικά, να αναθέτει την άσκηση ορισμένων ή και όλων των εξουσιών και αρμοδιοτήτων του (εκτός από αυτές όπου απαιτείται από το νόμο ή από το παρόν Καταστατικό συλλογική ενέργεια) καθώς και την εκπροσώπηση της Εταιρείας σε ένα ή περισσότερα πρόσωπα, μέλη του ή όχι, καθορίζοντας συγχρόνως και την έκταση αυτής της ανάθεσης. Πάντως, οι αρμοδιότητες του Διοικητικού Συμβουλίου είναι υπό την επιφύλαξη των άρθρων 10 και 23α του Κωδ. Ν. 2190/1920, όπως ισχύουν.

24.3. Πράξεις του Διοικητικού Συμβουλίου, ακόμη και αν είναι εκτός του εταιρικού σκοπού, δεσμεύουν την Εταιρεία απέναντι στους τρίτους, εκτός αν αποδειχθεί ότι ο τρίτος γνώριζε την υπέρβαση του εταιρικού σκοπού ή όφειλε να την

γνωρίζει. Δεν συνιστά απόδειξη μόνη η τήρηση των διατυπώσεων δημοσιότητας ως προς το Καταστατικό της Εταιρείας ή τις τροποποιήσεις του. Περιορισμοί της εξουσίας του Διοικητικού Συμβουλίου από το Καταστατικό ή από απόφαση της Γενικής Συνέλευσης δεν αντιτάσσονται στους καλόπιστους τρίτους, ακόμη και αν έχουν υποβληθεί στις διατυπώσεις δημοσιότητας.

24.4. Ειδικότερα, και κατ' ενδεικτική απαρίθμηση, το Διοικητικό Συμβούλιο, εντός πάντοτε του εταιρικού σκοπού και τηρώντας τις σχετικές διατάξεις του παρόντος και του νόμου:

(α) εκπροσωπεί και δεσμεύει την Εταιρεία σε όλες τις σχέσεις της, στην Ελλάδα και το εξωτερικό, απέναντι σε οποιοδήποτε Φυσικό ή Νομικό πρόσωπο ιδιωτικού ή δημοσίου δικαίου, τις δημόσιες, τις δημοτικές και τις κοινοτικές αρχές, προς όλες τις αρχές των Ευρωπαϊκών Κοινοτήτων, προς όλους τους διεθνείς οργανισμούς και όλα τα ημεδαπά και αλλοδαπά Δικαστήρια, συμπεριλαμβανομένων του Αρείου Πάγου και του Συμβουλίου Επικρατείας,

(β) αποφασίζει για την εσωτερική και εξωτερική λειτουργία της Εταιρείας, καθώς και για κάθε μορφής έξοδα. Αποφασίζει για την ίδρυση ή το κλείσιμο υποκαταστημάτων. Αποφασίζει για την χρήση των υπαρχόντων εταιρικών πόρων,

(γ) διορίζει και απολύει τους υπαλλήλους και εργάτες της Εταιρείας και προσλαμβάνει κάθε μορφής συνεργάτη με την εταιρία και καταγγέλλει τις συμβάσεις αυτών και αποφασίζει για τα δικαιώματα και τις υποχρεώσεις τους, καθώς και για τους μισθούς τους και τις αμοιβές τους, υπό την προϋπόθεση ότι οι ως άνω αναφερόμενοι δεν είναι μέλη του Διοικητικού

Συμβουλίου της Εταιρείας. Διορίζει πληρεξουσίους δικηγόρους και νομικούς συμβούλους της Εταιρείας,

(δ) συνάπτει εν γένει κάθε ενοχική, εμπράγματη ή εμπορική σύμβαση, δικαιοπραξία ή συναλλαγή στο όνομα και για λογαριασμό της Εταιρείας,

(ε) να παραχωρεί υποθήκες, ενέχυρα, εμπράγματα ή άλλα δικαιώματα στην περιουσία της Εταιρείας,

(στ) δανείζεται χρήματα στο όνομα και για λογαριασμό της Εταιρείας από φυσικά ή νομικά πρόσωπα, δημοσίου ή ιδιωτικού δικαίου υπό οποιουσδήποτε όρους τους οποίους κρίνει ως επωφελείς για την Εταιρεία, περιλαμβανομένης της έκδοσης ομολογιακών δανείων σύμφωνα με την ισχύουσα σχετική νομοθεσία, εκτός από τα μετατρέψιμα και κερδοφόρα σύμφωνα με τις διατάξεις των άρθρων 3α, 3β του κ.ν. 2190/1920 όπως ισχύουν,

(ζ) να μεταβιβάζει απαιτήσεις, να ζητεί και να δέχεται άδειες ή προνόμια στο όνομα και για λογαριασμό της Εταιρείας,

(η) συνάπτει κάθε είδους συμβόλαια και αναλαμβάνει κάθε είδους υποχρεώσεις στο όνομα και για λογαριασμό της Εταιρείας,

(θ) ενεργεί ή παραιτείται από κατάσχεση επί ακινήτων ή κινητών περιουσιακών στοιχείων, καθώς και παραιτείται από προνόμια, υποθήκες, εγγυήσεις ή από άλλα δικαιώματα στο όνομα και για λογαριασμό της Εταιρείας,

(ι) συνομολογεί στο όνομα και για λογαριασμό της Εταιρείας συμφωνίες ή ρήτρες διαιτησίας, διορίζει διαιτητές, ασκεί ή παραιτείται ενδίκων μέσων,

(κ) χορηγεί πιστώσεις ή εγγυήσεις της Εταιρείας υπέρ τρίτων μερών προς εξυπηρέτηση των σκοπών της Εταιρείας [και

ευθύνεται από κοινού και εις ολόκληρον μαζί με τους άλλους εντός των προβλεπομένων από το Άρθρο 23α του Ν. 2190/20 ορίων]

(λ) στο όνομα και για λογαριασμό της Εταιρείας εκδίδει και οπισθογραφεί επιταγές, εκδίδει, αποδέχεται και οπισθογραφεί ή προεξοφλεί γραμμάτια και συναλλαγματικές, συνάπτει συμβόλαια με τράπεζες για την παροχή πιστωτικών διευκολύνσεων ή για την έκδοση τραπεζικών εγγυήσεων, προωθεί και συνεισφέρει για την προώθηση υπαρχουσών ή μελλοντικών εταιρειών και επιχειρήσεων προς εξυπηρέτηση των σκοπών της Εταιρείας.

(μ) συγκαλεί την Γενική Συνέλευση, προτείνει τις διενεργητέες αποσβέσεις ή κρατήσεις και τοποθετήσεις της εταιρικής περιουσίας και τον τρόπο διανομής των κερδών.

24.5. Η ανωτέρω απαρίθμηση των εξουσιών του Διοικητικού Συμβουλίου είναι ενδεικτική και όχι περιοριστική.

24.6. Οι αποκτήσεις κινητών ή ακινήτων προς πάγια εκμετάλλευση που έγιναν από το Διοικητικό Συμβούλιο, τα χορηγούμενα δάνεια, πιστώσεις ή εγγυήσεις καθώς και κάθε άλλη σύμβαση που συνάπτεται από το Διοικητικό Συμβούλιο στο όνομα και για λογαριασμό της Εταιρείας τελούν υπό την επιφύλαξη των άρθρων 10, 22, 22α και 23α του Κωδ. Ν.2190/1920, όπως εκάστοτε ισχύουν.

**ΑΡΘΡΟ 25**

**ΣΥΓΚΡΟΤΗΣΗ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

*25.1.* Το Διοικητικό Συμβούλιο, αμέσως μετά την εκλογή του, συνέρχεται και συγκροτείται σε σώμα εκλέγοντας τον Πρόεδρο και τον Αντιπρόεδρό του.

25.2. Με την εξαίρεση των περιπτώσεων εκείνων όπου ο νόμος ή τα άρθρα του παρόντος Καταστατικού απαιτούν από το Διοικητικό Συμβούλιο να ενεργεί συλλογικά, το Διοικητικό Συμβούλιο μπορεί να αναθέσει και να εμπιστευθεί την άσκηση συγκεκριμένων αρμοδιοτήτων σχετικά με την διαχείριση και την καθημερινή λειτουργία της επιχείρησης στον Διευθύνοντα Σύμβουλο, καθορίζοντας ταυτοχρόνως και την έκταση της εν λόγω ανάθεσης.

25.3. Ο Πρόεδρος του Διοικητικού Συμβουλίου διευθύνει τις συνεδριάσεις του. Τον Πρόεδρο, όταν απουσιάζει ή κωλύεται, αναπληρώνει σε όλη την έκταση των αρμοδιοτήτων του ο Αντιπρόεδρος και αυτόν, όταν κωλύεται, ο νόμιμος αναπληρωτής του.

25.4. Είναι δυνατή η σύμπτωση αρμοδιοτήτων Προέδρου και Διευθύνοντος Συμβούλου στο ίδιο πρόσωπο.

**ΑΡΘΡΟ 26**

**ΑΝΑΠΛΗΡΩΣΗ ΜΕΛΟΥΣ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

26.1. Το Διοικητικό Συμβούλιο μπορεί να εκλέγει μέλη αυτού σε αντικατάσταση μελών του που παραιτήθηκαν, απεβίωσαν ή απώλεσαν την ιδιότητά τους με οποιοδήποτε άλλο τρόπο. Η εκλογή αυτή είναι δυνατή με την προϋπόθεση ότι η αναπλήρωση των παραπάνω μελών δεν είναι εφικτή από αναπληρωματικά μέλη που έχουν τυχόν εκλεγεί από τη Γενική Συνέλευση.

26.2. Η ανωτέρω εκλογή από το Διοικητικό Συμβούλιο γίνεται με απόφαση των απομενόντων μελών εάν είναι τουλάχιστον τρία (3) και ισχύει για το υπόλοιπο της θητείας του Διοικητικού Συμβούλου που αναπληρώνεται. Η εκλογή αυτή υποβάλλεται για έγκριση στην αμέσως επόμενη τακτική ή έ-

κτακτη Γενική Συνέλευση, η οποία μπορεί να αντικαταστήσει τους εκλεγέντες ακόμα και αν δεν έχει αναγραφεί σχετικό θέμα στην ημερήσια διάταξη. Οι πράξεις του Διοικητικού Συμβούλου που εκλέχτηκε με αυτόν τον τρόπο θεωρούνται έγκυρες, ακόμη και αν η εκλογή του δεν εγκριθεί από την Γενική Συνέλευση.

26.3. Ορίζεται ρητά ότι σε περίπτωση παραίτησης, θανάτου ή με οποιονδήποτε άλλον τρόπο απώλειας της ιδιότητας μέλους ή μελών του διοικητικού συμβουλίου, τα υπόλοιπα μέλη μπορούν να συνεχίζουν την διαχείριση και την εκπροσώπηση της εταιρίας και χωρίς την αντικατάσταση των ελλειπόντων μελών σύμφωνα με την προηγούμενη παράγραφο με την προϋπόθεση ότι ο αριθμός αυτών υπερβαίνει το ήμισυ των μελών όπως είχαν πριν από την επέλευση των ανωτέρω γεγονότων. Σε κάθε περίπτωση τα μέλη αυτά δεν επιτρέπεται να είναι λιγότερα των τριών.

26.4. Σε κάθε περίπτωση τα απομένοντα μέλη του Διοικητικού Συμβουλίου ανεξάρτητα από τον αριθμό τους μπορούν να προβούν σε σύγκλιση της Γενικής Συνέλευσης με αποκλειστικό σκοπό την εκλογή νέου Διοικητικού Συμβουλίου .

**ΑΡΘΡΟ 27**

**ΑΠΑΡΤΙΑ - ΑΝΤΙΠΡΟΣΩΠΕΥΣΗ - ΠΛΕΙΟΨΗΦΙΑ ΤΟΥ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

27.1. Το Διοικητικό Συμβούλιο βρίσκεται σε απαρτία και συνεδριάζει έγκυρα, όταν παρευρίσκονται στη συνεδρίαση ήμισυ πλέον ενός των Συμβούλων. Σε περίπτωση που δεν επιτευχθεί η οριζόμενη υπό του παρόντος άρθρου απαρτία, η συνεδρίαση αναβάλλεται για σαράντα οκτώ (48) ώρες και κατά την επαναληπτική συνεδρίαση το Διοικητικό Συμβούλιο

βρίσκεται σε απαρτία και συνεδριάζει έγκυρα εάν παρευρίσκονται σε αυτή τρία (3) μέλη του Διοικητικού Συμβουλίου.

27.2. Σύμβουλος που απουσιάζει μπορεί να εκπροσωπείται από άλλο Σύμβουλο. Κάθε Σύμβουλος μπορεί να εκπροσωπεί ένα μόνο Σύμβουλο που απουσιάζει. Η ως άνω εκπροσώπηση δεν μπορεί να ανατεθεί σε πρόσωπα τα οποία δεν είναι μέλη του Διοικητικού Συμβουλίου και η σχετική εντολή δύναται να παρέχεται μέσω τηλεομοιοτυπίας, επιστολής ή τηλεγραφήματος.

27.3. Οι αποφάσεις του Διοικητικού Συμβουλίου λαμβάνονται με απόλυτη πλειοψηφία των Συμβούλων που είναι παρόντες και εκείνων που αντιπροσωπεύονται.

27.4. Σε περίπτωση ισοψηφίας η ψήφος του Προέδρου δεν υπερισχύει.

27.5. Οι αποφάσεις του Διοικητικού Συμβουλίου καταχωρούνται στο ειδικό βιβλίο πρακτικών του Συμβουλίου που μπορεί να τηρείται και κατά το μηχανογραφικό σύστημα και υπογράφονται από όλους τους συμμετέχοντες. Κανένας Σύμβουλος δεν μπορεί να αρνηθεί να υπογράψει τα πρακτικά της συνεδρίασης στην οποία έχει συμμετάσχει, έχει όμως το δικαίωμα να καταγραφούν οι αντιρρήσεις του, εάν έχει, στο βιβλίο των πρακτικών. Η κατάρτιση και υπογραφή πρακτικού από όλα τα μέλη του διοικητικού συμβουλίου ή τους αντιπροσώπους του ισοδυναμεί με απόφαση του διοικητικού συμβουλίου ακόμα και αν δεν έχει προηγηθεί συνεδρίαση.

27.6. Αντίγραφα ή αποσπάσματα των πρακτικών επικυρώνονται από τον Πρόεδρο ή από το νόμιμο αναπληρωτή του.

**ΑΡΘΡΟ 28**

**ΣΥΝΕΔΡΙΑΣΕΙΣ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

## ΑΠΟΖΗΜΙΩΣΗ ΜΕΛΩΝ

28.1. Το Διοικητικό Συμβούλιο οφείλει να συνεδριάζει κατόπιν προσκλήσεως του Προέδρου αυτού στην έδρα της Εταιρείας κάθε φορά που ο νόμος το Καταστατικό ή οι ανάγκες της Εταιρείας το απαιτούν.

28.2. Το Διοικητικό Συμβούλιο μπορεί να συνεδριάζει έγκυρα είτε με τηλεδιάσκεψη είτε σε άλλο τόπο εκτός της έδρας της εταιρείας είτε στην ημεδαπή είτε στην αλλοδαπή.

28.3. Το Διοικητικό Συμβούλιο συγκαλείται, από τον Πρόεδρο ή τον αναπληρωτή του με πρόσκληση του Προέδρου του Διοικητικού Συμβουλίου ανακοινώνεται εγγράφως στους Συμβούλους τουλάχιστον δύο (2) ημέρες πριν από κάθε συνεδρίαση. Η πρόσκληση πρέπει να περιέχει με σαφήνεια τα θέματα της ημερήσιας διάταξης, διαφορετικά η λήψη αποφάσεων επιτρέπεται μόνο υπό τον όρο ότι όλα τα μέλη του Διοικητικού Συμβουλίου είναι παρόντα ή αντιπροσωπεύονται στη συνεδρίαση και κανένα μέλος δεν αντιλέγει στη λήψη των αποφάσεων.

28.4. Την σύγκλιση του Διοικητικού Συμβουλίου μπορεί να ζητήσουν δύο από τα μέλη του με αίτησή τους προς τον Πρόεδρο αυτού ή τον αναπληρωτή του οι οποίοι υποχρεούνται να συγκαλέσουν το Διοικητικό Συμβούλιο προκειμένου αυτό να συνέλθει εντός προθεσμίας επτά (7) ημερών από την υποβολή της αίτησης. Σε περίπτωση που ο Πρόεδρος του Διοικητικού Συμβουλίου αρνηθεί τη σύγκληση του Διοικητικού Συμβουλίου εντός της προαναφερόμενης προθεσμίας, τα μέλη του Διοικητικού Συμβουλίου που ζήτησαν την σύγκλησή του επιτρέπεται να συγκαλέσουν το Διοικητικό Συμβούλιο εντός πέντε (5) ημερών, γνωστοποιώντας τη σχετική

πρόσκληση στα λοιπά μέλη. Η πρόσκληση αυτή πρέπει να περιέχει, με ποινή απαραδέκτου, με σαφήνεια τα θέματα της ημερήσιας διάταξης.

28.5. Στα μέλη του Διοικητικού Συμβουλίου δύναται να χορηγηθεί αποζημίωση για όλα τα εύλογα και δικαιολογημένα έξοδα στα οποία υποβλήθηκαν κατά την άσκηση των καθηκόντων τους, το ποσό της οποίας καθορίζεται με ειδική απόφαση της τακτικής Γενικής Συνέλευσης.

28.6. Κάθε άλλη αμοιβή ή αποζημίωση των μελών του Διοικητικού Συμβουλίου βαρύνει την Εταιρεία μόνον αν εγκριθεί με απόφαση τις τακτικής Γενικής Συνέλευσης.

28.7. Δάνεια της Εταιρείας προς τους ιδρυτές της, σε μέλη του Διοικητικού Συμβουλίου, Γενικούς Διευθυντές της ή Διευθυντές της ή και σε συζύγους ή άλλους συγγενείς αυτών μέχρι και του τρίτου βαθμού εξ' αίματος ή αγχιστείας, ως και η παροχή πιστώσεως προς αυτούς καθ΄ οποιονδήποτε τρόπο ή παροχή εγγυήσεων υπέρ αυτών προς τρίτους απαγορεύονται απολύτως και είναι άκυρα. Για κάθε δε άλλη δέσμευση της Εταιρείας με τα προαναφερθέντα πρόσωπα είναι απαραίτητη προηγούμενη ειδική έγκριση της Γενικής Συνελεύσεως σύμφωνα με τις ειδικές εκάστοτε ισχύουσες διατάξεις του νόμου.

28.8. Επίσης, δάνεια της Εταιρείας σε τρίτους καθώς και η παροχή πιστώσεων σε αυτούς με οποιονδήποτε τρόπο ή παροχή εγγυήσεων υπέρ αυτών με σκοπό την απόκτηση από αυτούς μετοχών της Εταιρείας απαγορεύονται απολύτως και είναι άκυρα.

**ΑΡΘΡΟ 29**

**ΑΝΤΑΓΩΝΙΣΜΟΣ**

Απαγορεύεται στους Συμβούλους που συμμετέχουν με οποιοδήποτε τρόπο στη διεύθυνση της εταιρείας, καθώς και στους διευθυντές αυτής, να ενεργούν, χωρίς άδεια της γενικής συνέλευσης για δικό τους λογαριασμό ή για λογαριασμό τρίτων, πράξεις που υπάγονται σε κάποιον από τους σκοπούς που επιδιώκει η εταιρεία και να μετέχουν ως ομόρρυθμοι εταίροι σε εταιρείες που επιδιώκουν τέτοιους σκοπούς.

## ΚΕΦΑΛΑΙΟ Ε

## ΕΛΕΓΧΟΣ

### ΑΡΘΡΟ 30

### ΕΛΕΓΚΤΕΣ

30.1. Οι ετήσιες οικονομικές καταστάσεις της Εταιρείας, δεν υπόκεινται σε έλεγχο, κατ' εφαρμογή του άρθρου 36α§2 του κ.ν. 2190/1920, εφόσον η Εταιρεία δεν εμπίπτει στο πεδίο εφαρμογής των άρθρων 36α§1 και 36§1 του κ.ν. 2190/1920.

30.2. Εάν πληρούνται οι προϋποθέσεις του άρθρου 36α§1 του κ.ν. 2190/1920, προκειμένου να ληφθεί έγκυρα απόφαση από τη Γενική Συνέλευση σχετικά με την έγκριση των ετήσιων οικονομικών καταστάσεων της εταιρείας και για διάστημα πέντε εταιρικών χρήσεων, αυτές θα πρέπει να έχουν ελεγχθεί προηγουμένως από δύο ελεγκτές του άρθρου 36α§3 του κ.ν. 2190/1920.

30.3. Εάν πληρούνται οι προϋποθέσεις του άρθρου 36§1 Κ.Ν.2190/1920, προκειμένου να ληφθεί έγκυρα απόφαση από τη Γενική Συνέλευση σχετικά με την έγκριση των ετήσιων οικονομικών καταστάσεων της Εταιρείας και για διάστημα πέντε εταιρικών χρήσεων, αυτές θα πρέπει να έχουν ελεγχθεί προηγουμένως έναν ορκωτό ελεγκτή λογιστή του άρθρου 36 Κ.Ν.2190/1920.

30.4. Σχετικά με τα καθήκοντα των ελεγκτών και τη διενέργεια του ελέγχου εφαρμόζονται τα άρθρα 37 και 39α επόμενα Κ.Ν.2190/1920.

## ΚΕΦΑΛΑΙΟ Ζ

## ΕΤΑΙΡΙΚΗ ΧΡΗΣΗ

## ΕΤΗΣΙΕΣ ΟΙΚΟΝΟΜΙΚΕΣ ΚΑΤΑΣΤΑΣΕΙΣ

## ΔΙΑΘΕΣΗ ΚΕΡΔΩΝ

### ΑΡΘΡΟ 31

### ΕΤΑΙΡΙΚΗ ΧΡΗΣΗ

31.1. Η εταιρική χρήση διαρκεί δώδεκα (12) μήνες, αρχίζει την πρώτη Ιανουαρίου και λήγει την τριακοστή πρώτη Δεκεμβρίου του ίδιου χρόνου.

31.2. Εξαιρετικά, η πρώτη εταιρική χρήση αρχίζει από την καταχώρηση στο Γενικό Εμπορικό Μητρώο της ιδρυτικής πράξης της παρούσης Εταιρείας και του παρόντος καταστατικού και θα λήξει την 31η Δεκεμβρίου 2015.

### ΑΡΘΡΟ 32

### ΕΤΗΣΙΕΣ ΟΙΚΟΝΟΜΙΚΕΣ ΚΑΤΑΣΤΑΣΕΙΣ

32.1. Στο τέλος κάθε εταιρικής χρήσης το Διοικητικό Συμβούλιο καταρτίζει τις ετήσιες οικονομικές καταστάσεις και την έκθεση διαχείρισης πάντοτε σύμφωνα με το Νόμο και ειδικότερα σύμφωνα με τις διατάξεις των άρθρων 42α, 42β, 42γ, 42δ, 42ε, 43, 43α και 43β του Κωδ. Ν. 2190/1920, όπως αντικαταστάθηκαν ή τροποποιήθηκαν, αντίστοιχα, από τα άρθρα 29 - 36 του Π.Δ. 409/86 και το άρθρο 20 του Π.Δ. 498/87.

Οι ετήσιες οικονομικές καταστάσεις πρέπει να εμφανίζουν με απόλυτη σαφήνεια την πραγματική εικόνα της περιουσιακής

διάρθρωσης και της χρηματοοικονομικής θέσης της Εταιρείας και των αποτελεσμάτων χρήσης της.

Ειδικότερα, το Διοικητικό Συμβούλιο, υποχρεούται να συντάσσει σύμφωνα με τις παραπάνω διατάξεις :

(α) τον Ετήσιο Ισολογισμό

(β) τον λογαριασμό "Αποτελέσματα Χρήσης"

(γ) τον πίνακα "Διαθέσεως Αποτελεσμάτων"

(δ) το Προσάρτημα

(ε) την κατάσταση μεταβολών ιδίων κεφαλαίων και

(στ) την κατάσταση ταμειακών ροών.

32.2. Για να ληφθεί από την Γενική Συνέλευση έγκυρη απόφαση πάνω στις ετήσιες οικονομικές καταστάσεις της Εταιρείας, που έχουν εγκριθεί από το Διοικητικό Συμβούλιο πρέπει να έχουν ειδικά θεωρηθεί από:

(α) Τον Διευθύνοντα Σύμβουλο ή, σε περίπτωση που δεν υπάρχει τέτοιος Σύμβουλος ή η ιδιότητά του συμπίπτει με αυτή των κατωτέρω προσώπων, από ένα μέλος του Διοικητικού Συμβουλίου που ορίζεται από αυτό,

(β) τον Πρόεδρο του Διοικητικού Συμβουλίου ή τον αναπληρωτή του και

(γ) τον υπεύθυνο για την Διεύθυνση του Λογιστηρίου.

Οι παραπάνω, σε περίπτωση διαφωνίας για την νομιμότητα του τρόπου κατάρτισης των ετήσιων οικονομικών καταστάσεων της Εταιρείας, οφείλουν να εκθέτουν εγγράφως τις αντιρρήσεις τους στην Γενική Συνέλευση.

32.3. Η έκθεση διαχείρισης του Διοικητικού Συμβουλίου προς την Τακτική Γενική Συνέλευση πρέπει να παρέχει σαφή και πραγματική εικόνα της εξέλιξης των εργασιών και της οικονομικής θέσης της Εταιρείας, καθώς και πληροφορίες για

την προβλεπόμενη πορεία της και τις εν γένει δραστηριότητες της καθώς και τα όσα ορίζονται στο εδ. β. της παρ. 3 του άρθρου 43α του Κ.Ν. 2190/1920, όπως ισχύει. Επίσης, στην έκθεση αυτή πρέπει να αναφέρεται και κάθε άλλο σημαντικό γεγονός που έχει συμβεί μέσα στο χρονικό διάστημα από τη λήξη της χρήσης μέχρι την ημέρα υποβολής της έκθεσης.

32.4. Οι ετήσιες οικονομικές καταστάσεις της Εταιρείας υποβάλλονται στις διατυπώσεις δημοσιότητας των παρ. 1 και 5 του άρθρου 43β του Κ.Ν. 2190/1920, το οποίο προστέθηκε από το άρθρο 36 του Π.Δ. 409/1986, με τη μορφή και το περιεχόμενο, με βάση το οποίο ο ελεγκτής ή οι ελεγκτές της Εταιρείας έχουν συντάξει την έκθεση ελέγχου της. Αν οι ελεγκτές έχουν παρατηρήσεις ή αρνούνται να εκφράσουν γνώμη, τότε το γεγονός αυτό πρέπει να αναφέρεται και να αιτιολογείται στις δημοσιευόμενες οικονομικές καταστάσεις, εκτός εάν αυτό προκύπτει από το δημοσιευόμενο σχετικό πιστοποιητικό ελέγχου.

32.5. Αντίγραφα των ετησίων οικονομικών καταστάσεων με τις σχετικές εκθέσεις του Διοικητικού Συμβουλίου και των ελεγκτών υποβάλλονται από την Εταιρεία στην αρμόδια εποπτεύουσα αρχή είκοσι (20) τουλάχιστον ημέρες πριν από την Γενική Συνέλευση.

32.6. Ο Ισολογισμός της Εταιρείας, ο λογαριασμός "Αποτελέσματα Χρήσης" και ο "Πίνακας Διαθέσεως Αποτελεσμάτων" μαζί με το σχετικό πιστοποιητικό ελέγχου, (όταν προβλέπεται ο έλεγχος από τους Ορκωτούς Ελεγκτές), δημοσιεύονται όπως ορίζεται στην επόμενη παράγραφο.

32.7. Το Διοικητικό Συμβούλιο της εταιρείας οφείλει να δημοσιεύει τα έγγραφα της παρ. 32.6 ανωτέρω είκοσι (20) του-

λάχιστον ημέρες πριν από την συνεδρίαση της Γενικής Συνέλευσης :

(α) Στο φύλλο της Εφημερίδας της Κυβέρνησης (Τεύχος Ανωνύμων Εταιρειών - Εταιρειών Περιορισμένης Ευθύνης & Γενικού Εμπορικού Μητρώου), σύμφωνα με το άρθρο 7β παρ. 1 εδ. β του Κ. Ν. 2190/1920, όπως προστέθηκε από το άρθρο 7 του Π.Δ. 409/1986.

(β) Σε μία ημερήσια πολιτική εφημερίδα, που πληροί τις προϋποθέσεις του άρθρου 3 του Ν.Δ. 3767/1957, όπως αυτό ισχύει, η οποία εκδίδεται στην Αθήνα και έχει ευρύτερη κυκλοφορία σ' ολόκληρη τη χώρα, κατά τη κρίση του Διοικητικού Συμβουλίου, και

(γ) Σε μία ημερήσια οικονομική εφημερίδα που πληροί τις προϋποθέσεις της παρ. 2 του άρθρ. 26 του Κ. Ν. 2190/1920, όπως αυτό ισχύει σήμερα.

(δ) Αν η εταιρεία εδρεύει σε Δήμο ή Κοινότητα του Νομού Αττικής, εκτός του Δήμου Αθηναίων, τα στοιχεία που αναγράφονται στην ως άνω παράγραφο 32.6 πρέπει να δημοσιεύονται και σε μία ημερήσια ή εβδομαδιαία τουλάχιστον εφημερίδα από εκείνες που εκδίδονται στην έδρα της και σε περίπτωση που δεν εκδίδεται εφημερίδα στην περιοχή αυτή σε μία ημερήσια ή εβδομαδιαία τουλάχιστον εφημερίδα από τις εκδιδόμενες στην έδρα της νομαρχίας στην οποία υπάγεται η εταιρεία. Αν η εταιρεία εδρεύει εκτός του Νομού Αττικής, η δημοσίευση γίνεται σε εφημερίδα (ημερήσια ή εβδομαδιαία) από εκείνες που εκδίδονται στην έδρα της και σε περίπτωση που δεν εκδίδεται εφημερίδα στην περιοχή αυτή σε εφημερίδα (ημερήσια ή εβδομαδιαία) από τις εκδιδόμενες στην πρωτεύουσα του νομού στον οποίο η εταιρεία έχει την έδρα της,

σύμφωνα με τις διατάξεις του άρθρου 26 παρ. 2 του Κ.Ν. 2190/1920 ως διαμορφώθηκε με το άρθρο 10 παρ. 10 περ. ζ του Ν. 2741/1999.

32.8. Μέσα σε είκοσι (20) ημέρες από την έγκριση των οικονομικών καταστάσεων από την Τακτική Γενική Συνέλευση, υποβάλλεται στην αρμόδια εποπτεύουσα Αρχή αντίτυπο των εγκεκριμένων οικονομικών καταστάσεων μαζί με το επικυρωμένο αντίγραφο των πρακτικών της Γενικής Συνέλευσης που προβλέπεται από την παρ. 2 του άρθρου 26α του Κωδ. Ν. 2190/1920, όπως αυτό ισχύει.

32.9. Δέκα (10) ημέρες πριν από την τακτική γενική συνέλευση κάθε μέτοχος μπορεί να πάρει από την εταιρεία τις ετήσιες οικονομικές καταστάσεις καθώς και τις σχετικές εκθέσεις του διοικητικού συμβουλίου και των ελεγκτών.

**ΑΡΘΡΟ 33**

**ΔΙΑΘΕΣΗ ΚΕΡΔΩΝ**

Με την επιφύλαξη των διατάξεων του άρθρου 44α του Κ. Ν. 2190/1920, όπως αυτό ισχύει, η διάθεση των καθαρών κερδών της Εταιρείας γίνεται με τον ακόλουθο τρόπο:

(α) Προηγείται η διάθεση του ποσοστού για το σχηματισμό του τακτικού αποθεματικού, όπως ορίζει ο νόμος, αφαιρουμένου δηλαδή για τον σκοπό αυτό τουλάχιστον του ενός εικοστού (1/20) των καθαρών κερδών. Σύμφωνα με το νόμο, η αφαίρεση αυτή παύει να είναι υποχρεωτική, όταν το τακτικό αποθεματικό φθάσει σε ποσό ίσο τουλάχιστον με το ένα τρίτο (1/3) του μετοχικού κεφαλαίου.

(β) Ακολουθεί η διάθεση του ποσού που προβλέπεται από το άρθρ. 3 του Α.Ν.148/1967 για την καταβολή του μερίσματος,

εκτός αν άλλως αποφασίσει η Γενική Συνέλευση σύμφωνα με το νόμο.

(γ) Η Γενική Συνέλευση διαθέτει ελεύθερα το υπόλοιπο ή για σχηματισμό έκτακτου αποθεματικού ή για καταβολή πρόσθετου μερίσματος κ.λ.π.

**ΑΡΘΡΟ 34**

**ΚΑΤΑΒΟΛΗ ΜΕΡΙΣΜΑΤΟΣ**

Η Γενική Συνέλευση ορίζει ημέρα καταβολής του μερίσματος ή η ημερομηνία αυτή ορίζεται από το Διοικητικό Συμβούλιο κατόπιν σχετικής εξουσιοδοτήσεως από τη Γενική Συνέλευση. Το προς διανομή εγκριθέν ποσό των μερισμάτων καταβάλλεται στους μετόχους μέσα σε δύο (2) μήνες από τη σχετική απόφαση της Γενικής Συνέλευσης.

Το δικαίωμα εισπράξεως του μερίσματος παραγράφεται σύμφωνα με το Νόμο.

Τόκος επί μερίσματος δεν καταβάλλεται.

**ΚΕΦΑΛΑΙΟ Ζ**

**ΛΥΣΗ - ΕΚΚΑΘΑΡΙΣΗ**

**ΑΡΘΡΟ 35**

**ΛΟΓΟΙ ΛΥΣΗΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ**

35.1. Η Εταιρεία λύεται:

(α) Μόλις περάσει ο χρόνος διάρκειάς της, εκτός αν προηγουμένως αποφασισθεί από τη Γενική Συνέλευση η παράταση της διάρκειάς της.

(β) Με απόφαση της Γενικής Συνέλευσης.

(γ) Όταν κηρυχθεί σε κατάσταση πτώχευσης.

35.2. Η συγκέντρωση όλων των μετόχων σε ένα πρόσωπο δεν αποτελεί λόγο για την λύση της Εταιρείας.

35.3. Σε περίπτωση που το σύνολο των ιδίων κεφαλαίων της Εταιρείας, όπως προσδιορίζονται στο υπόδειγμα ισολογισμού που προβλέπεται στο άρθρο 42γ του Κ. Ν. 2190/1920, όπως αυτό αντικαταστάθηκε από το άρθρο 31 του Π.Δ. 409/1986, μειωθεί περισσότερο από το μισό (1/2) του καταβεβλημένου Μετοχικού Κεφαλαίου, το Διοικητικό Συμβούλιο έχει την υποχρέωση να συγκαλέσει Γενική Συνέλευση μέσα σε προθεσμία έξι (6) μηνών από τη λήξη της χρήσης, για να αποφασίσει τη λύση της Εταιρείας ή την υιοθέτηση άλλου μέτρου.

**ΑΡΘΡΟ 36**

**ΕΚΚΑΘΑΡΙΣΗ**

36.1. Εκτός από την περίπτωση της πτώχευσης, τη λύση της Εταιρείας ακολουθεί η εκκαθάρισή της. Στην περίπτωση του εδ. α της παρ. 35.1 το Διοικητικό Συμβούλιο εκτελεί χρέη εκκαθαριστή μέχρι να διορισθούν εκκαθαριστές από τη Γενική Συνέλευση.

36.2. Στην περίπτωση του εδ. β της ίδιας ως άνω παραγράφου, η Γενική Συνέλευση με την ίδια απόφασή της ορίζει και τους εκκαθαριστές. Οι εκκαθαριστές που ορίζει η Γενική Συνέλευση μπορούν να είναι δύο (2) ως τέσσερις (4), μέτοχοι ή όχι, και ασκούν όλες τις συναφείς με τη διαδικασία και το σκοπό της εκκαθάρισης αρμοδιότητες του Διοικητικού Συμβουλίου, όπως αυτές έχουν τυχόν περιορισθεί από τη Γενική Συνέλευση με τις αποφάσεις της οποίας έχουν την υποχρέωση να συμμορφώνονται οι εκκαθαριστές.

Ο διορισμός των εκκαθαριστών συνεπάγεται αυτοδίκαια την παύση της εξουσίας των μελών του Διοικητικού Συμβουλίου και των ελεγκτών.

36.3. Οι εκκαθαριστές που ορίζονται από τη Γενική Συνέλευση οφείλουν, μόλις αναλάβουν τα καθήκοντά τους, να κάνουν απογραφή της εταιρικής περιουσίας και να δημοσιεύσουν στον τύπο και στο Τεύχος των Ανωνύμων Εταιρειών και Εταιρειών Περιορισμένης Ευθύνης της Εφημερίδας της Κυβερνήσεως ισολογισμό, του οποίου αντίτυπο υποβάλλεται στην αρμόδια Εποπτεύουσα Αρχή. Επίσης, οι εκκαθαριστές οφείλουν να συντάσσουν και δημοσιεύουν κάθε χρόνο ισολογισμό, σύμφωνα με το άρθρο 7α του Κ. Ν. 2190/1920, που προστέθηκε με άρθρο 7 του Π.Δ. 409/1986.

36.4. Την ίδια υποχρέωση έχουν οι εκκαθαριστές και όταν λήξει η εκκαθάριση.

36.5. Η Γενική Συνέλευση των μετόχων διατηρεί όλα τα δικαιώματά της κατά τη διάρκεια της εκκαθάρισης.

36.6. Οι ισολογισμοί της εκκαθάρισης εγκρίνονται από τη Γενική Συνέλευση των μετόχων, η οποία επίσης αποφασίζει και για την απαλλαγή των εκκαθαριστών από κάθε ευθύνη.

36.7. Κάθε χρόνο υποβάλλονται στη Γενική Συνέλευση τα αποτελέσματα της εκκαθάρισης, με έκθεση των αιτιών που παρεμπόδισαν την αποπεράτωσή της.

## ΚΕΦΑΛΑΙΟ Η

## ΓΕΝΙΚΕΣ ΔΙΑΤΑΞΕΙΣ - ΜΕΤΑΒΑΤΙΚΕΣ ΔΙΑΤΑΞΕΙΣ

### ΑΡΘΡΟ 37

### ΓΕΝΙΚΗ ΔΙΑΤΑΞΗ

Για όσα θέματα δεν ρυθμίζονται από το παρόν Καταστατικό εφαρμόζονται οι διατάξεις του Κ. Ν. 2190/1920, όπως αυτός τροποποιηθείς ισχύει σήμερα.

### ΜΕΤΑΒΑΤΙΚΕΣ ΔΙΑΤΑΞΕΙΣ

### ΑΡΘΡΟ 38

**ΚΑΛΥΨΗ ΚΑΙ ΚΑΤΑΒΟΛΗ ΚΕΦΑΛΑΙΟΥ**

Το Μετοχικό Κεφάλαιο της Εταιρείας, όπως ορίζεται στο άρθρο 5 του παρόντος Καταστατικού, που αποτελείται από είκοσι τέσσερις χιλιάδες ΕΥΡΩ (24.000,00 €) και διαιρείται σε είκοσι τέσσερις χιλιάδες (24.000) ονομαστικές μετοχές, αξίας ενός ευρώ(1,00 €) η κάθε μία, το οποίο καλύπτουν πλήρως οι ιδρυτές της εταιρίας με τον ακόλουθο τρόπο:

1) Η εταιρεία **Fraport AG Frankfurt Airport Services Worldwide** αναλαμβάνει να καλύψει και να καταβάλει σε μετρητά το ποσό των δέκα πέντε χιλιάδων εξακοσίων (15.600 €) του Μετοχικού Κεφαλαίου, αναλαμβάνουσα αντίστοιχα δέκα πέντε χιλιάδες εξακόσια (15.600) ονομαστικές μετοχές αξίας του ενός ευρώ (1,00 €) η κάθε μία.

2) Η εταιρεία ***SLENTEL LIMITED,*** αναλαμβάνει να καλύψει και να καταβάλει σε μετρητά το ποσό των οκτώ χιλιάδων τετρακοσίων (8.400 €) του Μετοχικού Κεφαλαίου, αναλαμβάνουσα αντίστοιχα οκτώ χιλιάδες τετρακόσιες (8.400) ονομαστικές μετοχές αξίας του ενός ευρώ (1,00 €) η κάθε μία.

Οι ιδρυτές έχουν υποχρέωση να καταβάλουν σε μετρητά, σύμφωνα με την παρ. 6 του άρθρου 11 του Ν.2190/20, ολόκληρο το αντίτιμο των μετοχών τους για κάλυψη του αρχικού μετοχικού κεφαλαίου αμέσως μετά την ημερομηνία καταχώρησης της απόφασης για την έγκριση του παρόντος στο Γενικό Εμπορικό Μητρώο και την αρμόδια εποπτεύουσα Αρχή.

**ΑΡΘΡΟ 39**

**ΣΥΝΘΕΣΗ ΠΡΩΤΟΥ ΔΙΟΙΚΗΤΙΚΟΥ ΣΥΜΒΟΥΛΙΟΥ**

Το πρώτο Διοικητικό Συμβούλιο της Εταιρείας είναι τριμελές (3 μέλη) και αποτελείται από:

1) ΚΡΙΣΤΟΦ ΧΑΝΣ (CHRISTOPH HANS) NANKE (NANKE) του Εγκμοντ (Egmont) και της Γκερτρουντ (Gertrud), ιδιωτικό υπάλληλο, γεννημένο στο Russelsheim Γερμανίας το 1966, κάτοικο Wiesbaden Γερμανίας, Am Allersberg 9, 65191, κάτοχο του με αριθ. C5J83LM8P/2014 γερμανικού διαβατηρίου, (ΑΦΜ 166875154, ΔΟΥ Κατ. Εξωτερικού)

2) ΚΑΤΡΙΝ (KATRIN) ΕΚΜΑΝΣ (ECKMANS), το γένος Πετερ (Peter) και Μπριγκίτε (Brigitte) Φλαμενσμπεκ (Flammensbeck), ιδιωτική υπάλληλο, γεννημένη στο Kraiburg am Inn Γερμανίας το 1981, κάτοικο Φρανκφούρτης Γερμανίας, Am Tiergarten 42, 60316, κάτοχο του με αριθ. 401042456/2007 γερμανικού διαβατηρίου, (ΑΦΜ 166875142, ΔΟΥ Κατ. Εξωτερικού),

3) ΕΥΑΓΓΕΛΟ ΜΠΑΛΤΑ του Πέτρου και της Μαρίας, ιδιωτικό υπάλληλο, γεννημένο στην Αθήνα το 1979, κάτοικο Φιλοθέης Αττικής οδός Θησέως αριθ.15, κάτοχο του υπ' αριθ. ΑΚ-096400/2011 δελτίου ταυτότητας του ΑΤ. Ψυχικού, (ΑΦΜ 126609110, ΔΟΥ Ψυχικού).

Η θητεία του πρώτου Διοικητικού Συμβουλίου θα διαρκέσει μέχρι την πρώτη Τακτική Γενική Συνέλευση των μετόχων, η οποία θα συγκληθεί μέσα στους πρώτους έξι μήνες του έτους 2016.

**ΑΡΘΡΟ 40**

**ΕΛΕΓΚΤΕΣ ΠΡΩΤΗΣ ΧΡΗΣΗΣ**

Εάν ο ετήσιος κύκλος εργασιών της εταιρείας υπερβεί το ένα εκατομμύριο (1.000.000) ευρώ, οι ελεγκτές της πρώτης εταιρικής χρήσης θα ορισθούν με απόφαση Έκτακτης Γενικής Συνέλευσης των μετόχων.

## ΑΡΘΡΟ 41

## ΠΡΩΤΗ ΕΤΑΙΡΙΚΗ ΧΡΗΣΗ

Εξαιρετικά, η πρώτη εταιρική χρήση αρχίζει από την καταχώρηση στο Γενικό Εμπορικό Μητρώο (Γ.Ε.ΜΗ.) της εγκριτικής διοικητικής απόφασης για την παροχή άδειας σύστασης της παρούσας Εταιρείας και θα λήξει την 31η Δεκεμβρίου του έτους 2015.

## ΑΡΘΡΟ 42

## ΕΙΔΙΚΗ ΕΞΟΥΣΙΑ ΚΑΙ ΕΝΤΟΛΗ

Οι συμβαλλόμενοι στο συμβόλαιο αυτό παρέχουν την ειδική εντολή, πληρεξουσιότητα και το δικαίωμα στον Δημήτριο Διονυσόπουλο του Διονυσίου και της Αγγελικής, κάτοικο Αθηνών οδός Αγκύλης αριθ.31, (ΑΔΤ Π-151513 του ΤΑ. Πύργου Ηλείας) προκειμένου, να εμφανισθεί ενώπιον της αρμόδιας ΔΟΥ και του αρμόδιου υποκαταστήματος του ΙΚΑ, δηλώσει την έναρξη των εργασιών της Εταιρείας, θεωρήσει τα σχετικά βιβλία και στοιχεία της με το παρόν συνιστώμενης Εταιρείας να παραλάβει την τυχόν αναγκαία ασφαλιστική ενημερότητα της Εταιρείας και ενεργεί οτιδήποτε απαιτείται για την περαίωση της ως άνω εντολής.

Πρόσωπα που έχουν ενεργήσει με το όνομα της υπό ίδρυσης Εταιρείας ευθύνονται για τις πράξεις αυτές απεριορίστως και εις ολόκληρο. Θα ευθύνεται όμως μόνη η Εταιρεία για τις πράξεις που έγιναν ρητώς στο όνομά της κατά το ιδρυτικό στάδιο, εάν μέσα σε τρεις μήνες από την απόκτηση της νομικής προσωπικότητας αυτής αναλάβει τις υποχρεώσεις που απορρέουν από τις πράξεις αυτές.

Σε πίστωση των ανωτέρω συνετάγη το παρόν σε είκοσι πέντε (25) φύλλα και εκδόθηκαν δύο (2) αντίγραφα. Επικολλή-

θηκε τέλος μεγαροσήμου *0,00* ευρώ στο πρωτότυπο και *1,00* ευρώ στα αντίγραφα. Τα δικαιώματα του ανωτέρω ανέρχονται σε 654,00 ευρώ, εκ των οποίων καθαρή συμβολαιογραφική αμοιβή ποσό 490,70 ευρώ και δικαιώματα Τ.Α.Σ - Τ.Ν. 163,30 ευρώ. Επί των δικαιωμάτων 654,00 ευρώ αναλογεί Φ.Π.Α. 23% 150,42 ευρώ, ήτοι η συνολική είσπραξη μαζί με τα τέλη μεγαροσήμου ανέρχεται σε ευρώ 805,42 και αφού διαβάστηκε καθαρά και μεγαλόφωνα στους εκπροσώπους των εταιρειών, βεβαιώθηκε και υπεγράφη από αυτούς, την διερμηνέα και εμένα, το Συμβολαιογράφο, όπως ο νόμος ορίζει.-

**ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ**

**"Fraport AG Frankfurt Airport Services Worldwide"**

***«SLENTEL LIMITED»***

**Η ΔΙΕΡΜΗΝΕΑΣ**

**ΙΡΙΣ ΠΑΠΑΔΟΠΟΥΛΟΥ**

**Ο ΣΥΜΒΟΛΑΙΟΓΡΑΦΟΣ**

(ΤΣ) ΧΡΗΣΤΟΣ Κ. ΣΤΕΙΡΟ
ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟΝ
ΑΘΗΝΑΙ ΑΥΘΗΜΕΡΟΝ
ΣΥΜΒΟΛΑΙΟΓΡΑΦΟΣ ΑΘΗΝΩΝ

# DESIGN CONSTRUCTION CONTRACT

**DATED [ ], 2015**

**BETWEEN**

**"[Full corporate name of the Employer - concessionaire in relation to Cluster A]"**

**and**

**[ ]**

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**THIS AGREEMENT** is dated , 2015.

**BETWEEN**:

(1) **"[Full corporate name of the Employer - concessionaire in relation to Cluster A]"**, a limited liability company by shares incorporated and existing under the laws of Greece whose registered office is at 209 Kifissias Ave., GR-15124 Maroussi, Greece (the **Employer**); and

(2) [●], a company incorporated and existing under the laws of Greece, whose registered office is established at [●] (the **Contractor**).

**RECITALS**

(A) Pursuant to a concession agreement between the Hellenic Republic (the **State**), the Hellenic Republic Asset Development Fund S.A. (**HRADF** and/or the **Grantor**), the Employer and the shareholders of the Employer dated.....2015 (the **Concession Agreement**), the State, represented by the Ministry of Finance and the Ministry of Infrastructure, Transport and Networks, and the Grantor have granted to the Employer the exclusive right to finance, upgrade, maintain, manage and operate the Regional Airports including the exclusive right to exploit the Concession Operations at the Regional Airports (the "**Project**") in accordance with the specific terms set out therein.

(B) Pursuant to the Concession Agreement, the Hellenic Republic and the Grantor have provided certain undertakings and assumed certain obligations to the Employer in connection with the implementation of the Project in the Country.

(C) The Employer requires the detailed design / engineering, procurement, construction, commissioning and testing of the Facilities at the relevant Sites.

(D) The Contractor represents that it has the experience, expertise, capability and know-how to ensure that the Facilities are designed, engineered, procured, constructed, commissioned, tested and capable of being operated in a safe, environmentally responsible and cost effective manner in accordance with the provisions of this Contract.

(E) In reliance on the representations in Recital D, the Employer engages the Contractor to perform the Works, and the Contractor agrees to perform the Works, on the terms and conditions of this Contract.

**IT IS AGREED** as follows:

## 1. DEFINITIONS

In this Contract, the following words and expressions have the following meanings unless a contrary intention appears.

**Acceptable Bank** means (a) a bank or other financial institution which is regulated by regulators within the EU and which has a credit rating for long-term unsecured financing not lower than 2 rating grades or notches of the credit rating of the Hellenic Republic or (b) any bank or other financial institution which has a credit rating for long-term unsecured financing of BBB+ (or better) from Standard & Poor's Corporation, or Baa1 (or better) from Moody's Investors Services, Inc., or BBB+ (or better) from Fitch Ratings;

**Acceptance Criteria** means the acceptance criteria for the Facilities set out in Appendix [●].

**Act of Bankruptcy** means the occurrence of any one or more of the following events in respect of the Contractor (or one of the constituent members of the Contractor):

(a) it is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or bankrupt;

(b) it admits its inability to pay its debts as they fall due;

(c) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the suspension of payment or rescheduling of any of its indebtedness;

(d) a moratorium is declared in respect of any of its indebtedness;

(e) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;

(f) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or file documents with a court or any registrar for its winding-up, administration or dissolution, or bankruptcy or any such resolution is passed;

(g) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration or dissolution, or bankruptcy unless it is a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and is discharged or struck out within 14 days;

(h) an order for its winding-up, administration or dissolution or bankruptcy is made;

(i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;

(j) its directors, shareholders or other officers request the appointment of, or give notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer; or

(k) any other analogous step or procedure is taken in any jurisdiction.

**Additional Completion Costs** has the meaning given to it in Clause 45.7(a)(i).

**Advance Payment Guarantee** has the meaning given to it in Clause 11.2(a).

**Affiliate** means, in respect of any person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such person. For the purposes of this definition **control** means direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

**Antiquities** means all the fossils, antiquities, structures and any other object or ruins of archaeological value or interest pursuant to Law 3028/2002 discovered in the Regional Airports in the course of carrying out any of the Works.

**Application Requirements** means a complete and proper list of all documentation necessary to obtain a particular Government Approval in order to carry out the Works (or part thereof) in the Country, as provided by the relevant Government Authority pursuant to the relevant Concession Agreement.

**Approved Environmental Terms** means the Concession's environmental terms as set out in Appendix 8 (*Approved Environmental Terms / Existing Permits*) to the Concession Agreement as

amended, supplemented or replaced during the Concession Period in accordance with the terms of the Concession Agreement.

**Approved Subcontractor** means a Subcontractor identified in Appendix [●] as an approved subcontractor.

**Archaeological Test Excavations** means the excavations of ditches up to 1 meter deep and 0.5 meters wide, performed sporadically by the Contractor in the Concession Sites following the indication and under the supervision of the competent archaeological service, in order to ascertain the potential existence of Antiquities.

**As-Built Drawings** means all as-built drawings, layouts, log books and other documents, including general and special log books for registration of the Works (to the extent required by applicable Law) and/or the procedure for the construction of the Facilities; as-built diagrams, instrument surveys of the installed parts of the Facilities and working drawings bearing notes on compliance of the physically performed Works with the final and approved design and engineering documents, as further described in the Technical Requirements.

**Best Industry Practice** means the exercise by the Contractor of that degree of skill, care, diligence, efficiency, foresight and operating practice which would reasonably be expected from a world class appropriately skilled, experienced and qualified contractor experienced in each of the disciplines to which the Works relate and engaged in works of a similar scope, nature, complexity and size to the Works and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations under the this Contract and all applicable Laws.

**Business Day** means a calendar day other than a Saturday, Sunday or a legal or bank holiday in Athens, the Hellenic Republic.

**Capital Spares** means the spare parts and special tools listed in Appendix [●].

**Certificate of Design Approval** has the meaning ascribed to it in Appendix [●].

**Certificate of Final Acceptance** means the certificate in the form set out in Appendix [●].

**Certificate of Mechanical Completion** means the certificate in the form set out in Appendix [●].

**Certificate of Provisional Acceptance** means the certificate in the form set out in Appendix [●].

**Certificate of Release** means the certificate in the form set out in Appendix [●].

**Commencement Date** means the date on which all of the conditions precedent in Clause 4.1 have been satisfied or waived.

**Commissioning** means the start-up and operation of the Facilities by the Contractor following Mechanical Completion in accordance with the Technical Requirements, which start-up and operation is to be carried out by the Contractor as provided in Clause 25.7, for the purpose of preparing the Facilities for operation and the carrying out of the Performance Tests.

**Commissioning Manuals** means the manuals produced by the Contractor containing the procedure for Commissioning and developed pursuant to the Technical Requirements.

**Commissioning Spares** means the spare parts required for Commissioning, including those listed in Appendix [●].

**Confidential Information** means all commercial, technical and other information including information regarding the terms and conditions of this Contract, negotiations leading to the execution of this Contract, all communications between the parties, all information concerning the business transactions, technical plans, commercial or financial arrangements or affairs of the parties, or relating to the Project in any form whatsoever in the possession of knowledge of a party which is disclosed to the other party at any time and any new information, in respect of those processes, produced in performing the Works, including information which is provided verbally to a party by any officer, employee or agent of the other party. Any information licensed to, developed for, or vesting in the Employer shall be deemed to be **Confidential Information** of the Employer.

**Construction Access Land** means that part of the Sites identified in Appendix [●] on which the Facilities may not be constructed and/or installed.

**Construction Equipment** means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for the construction, completion and maintenance of the Works and which are to be provided by the Contractor, but does not include Equipment, or other things intended to form or forming part of the Facilities.

**Contract** means this lump-sum design and construction turnkey engineering – procurement – construction (EPC-) contract, including any and all Contract Documents.

**Contract Documents** means the documents described in Clause 3.1.

**Contract Price** means the lump sum fixed price specified in Appendix [●], for the design execution and completion of the Works and the remedying of any defects, subject to additions, adjustments or deductions made in accordance with this Contract.

**Contractor Background IP** means Intellectual Property owned by or licensed to the Contractor (including know-how and technical information) which exists prior to the date of this Contract or is developed or acquired by the Contractor independently of this Contract which is used by the Contractor in the performance of the Works or otherwise made available to the Employer under or in connection with this Contract, but does not include the Project IP.

**Contractor's Representative** means any person nominated by the Contractor and approved by the Employer in the manner provided in Clause 15.2 to perform the duties delegated by the Contractor.

**Country** means the Hellenic Republic.

**Critical Activity** means any activity on the Critical Path of the Imminent Works Implementation Time Schedule or on any time schedule.

**Critical Path** means the series of Critical Activities on the Imminent Works Implementation Time Schedule or on any time schedule agreed which determines such time schedule's shortest total length so that any delay to such activity causes a respective delay to the total length of such time schedule. The critical path may change if any Critical Activity is completed ahead of or behind the time set out in the time schedule.

**Date of Final Acceptance** means the date [●] days after the Date of Provisional Acceptance.

**Date of Provisional Acceptance** means the date [●] days after the Commencement Date, as may be varied in accordance with the terms of this Contract.

**Day** means a calendar day of the Gregorian Calendar.

**Default Interest Rate** means the rate of interest per annum that is [●]% above [EURIBOR] on the due date for the relevant payment.

**Defect** means a failure of the Facility to comply with the requirements of this Contract and **Defective** shall be construed accordingly.

**Defects Liability Period** means the period of [●] months from the Date of Provisional Acceptance, as may be extended in accordance with the terms of this Contract.

**Delay Liquidated Damages** means the liquidated damages for delay specified in Appendix [●].

**Dispute** has the meaning given to it in Clause 49.

**Employer Background IP** means Intellectual Property owned by or licensed to the Employer (including know-how and technical information) but does not include Contractor Background IP or Project IP.

**Employer Supplied Information** means any information, reports, data and other documents in connection with the Project, the Works and/or the Site Conditions supplied by or on behalf of the Employer to the Contractor prior to the date of this Contract.

**Employer's Representative** means any person appointed by the Employer in the manner provided in Clause 15.1 to perform the duties delegated by the Employer.

**Environmental Laws** means all applicable Laws and regulations including any approvals, licences or other permits or documents issued by a Government Authority relating to the Project, or the actual or potential effect on the environment or the activities in, at or on the Site contemplated by this Contract and the disposal of materials, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of those chemicals, gases or other substances or materials in, at, around or on the Site.

**Equipment** means the equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and/or incorporated in the Facilities by the Contractor under this Contract (including the Spare Parts), together with all technical documentation supplied by the manufacturers of the Equipment, but does not include the Construction Equipment.

**EURIBOR** means, for any day on which clearing banks are customarily open for business in London, the London interbank fixing rate for three-month Euro deposits, as quoted on Reuter's EURIBOR page on that day or, if the Reuter's EURIBOR page ceases to be available or both cease to quote such a rate, then as quoted in the London Financial Times, or if neither such source is available or ceases to quote such a rate, then such other source, publication or rate selected by the parties.

**Euro** or **€** means the lawful currency of the Participating Member States of the European Union.

**Event of Delay** means any event that is expressly referred to in this agreement as being an Event of Delay as well as any event which is not (a) a risk of the Contractor under this agreement or (b) caused by the Contractor or any person(s) that it uses for the implementation of this Contract or (c) a Force Majeure Event the financial consequences of which are assumed by the Contractor, and which adversely affects the ability of the Contractor to meet the agreed deadlines of the Imminent Works (as set out in the Imminent Works Implementation Time Schedule).

**Event of Delay Make-up** means the procedure stipulated under Clause 42.4, aiming at minimizing the time and / or cost effects of an Event of Delay.

**Excepted Risk** means:

(a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

(b) ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear waste from the combustion of nuclear, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component but excluding radioactive material used by the Contractor in the performance of the Works.

**Extensive Force Majeure Event** shall have the meaning attributed to the term in Article 25.4.1 of the Concession Agreement.

**Facilities** means the Regional Airports' installations to be constructed or, where applicable, as constructed in the Country, and all associated infrastructure and all ancillary facilities (including the Non-Operational Works) as further described in the Technical Requirements.

**Final Acceptance** means the stage of the Works when:

(a) Provisional Acceptance has occurred;

(b) the Defects Liability Period has expired; and

(c) all Defects notified prior to the expiry of the Defects Liability Period have been repaired, replaced or otherwise made good in accordance with this Contract.

**Final Payment** means the outstanding balance of the Contract Price and other amounts to be paid in accordance with Clause 10.6.

**Final Payment Claim** means the payment claim submitted by the Contractor pursuant to Clause 10.6(a).

**Force Majeure Event** means:

(a) all those events or incidents or their consequences that lie beyond the control or influence of the Parties and which could not have been anticipated or prevented or deterred even if the Parties had exercised particular prudence; or

(b) any event or incident the occurrence of which none of the Parties is accountable for and in respect of which the Contractor does not have an obligation to insure pursuant to this Agreement and is indeed not insured, or the Employer was exempt from the obligation to insure in whole or in part pursuant to Appendix [●].

**Government Approval** means any authorisation, consent, approval, licence, lease, ruling, permit, exemption, filing, variance, order, judgment, decree, publication, notice to, declarations of or with or regulation by or with any Government Authority relating to the acquisition, ownership, occupation, construction, start up, commissioning, testing, operation, repair or maintenance of the Facilities or to the execution, delivery or performance of this Contract.

**Government Authority** means the State or any ministry or other independent offices or department or subdivision thereof or any person exercising executive, regulatory or administrative functions on behalf of the foregoing and includes the State Representative.

**Health, Safety and Environmental Plan** means the health, safety and environmental plan to be prepared by the Contractor and approved by the Employer in accordance with Clauses 7.19 and 7.20.

**Heritage** means all places, areas and objects being components of the natural or cultural environment of either of the Countries that have aesthetic, historical, scientific, archaeological, anthropological, cultural, social or geological significance or other special value for future generations as well as for the present community including those identified by or protected under Heritage Laws.

**Heritage Laws** means all applicable Laws which relate to the identification or protection of Heritage.

**Imminent Works Implementation Time Schedule** means the schedule set out in Appendix [●], which contains the dates of starting and completion of all phases of the Works.

**Imported Materials** has the meaning given to it in Clause 7.30.

**Independent Engineer** means such person appointed in respect of the Works prior to the Concession Commencement Date (having the duties and authorities provided in Appendix [●]) and approved by the State.

**Infringing Matter** has the meaning given to it in Clause 13.7.

**Insurance policies** means the policies that the Contractor shall effect according to Clause 38.1 and Appendix [●].

**Intellectual Property** means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Key Personnel** means those personnel identified in Appendix [●].

**Labour Law** means all applicable Laws in respect of rights or entitlements of employees, consultants, contractors, subcontractors and others working on the Project.

**Latent Defect** means any Defect which cannot be identified by the Employer following a reasonable investigation of the Facility prior to the expiry of the Defects Liability Period.

**Latent Defects Liability Period** means a period of 10 years from the expiry of the Defects Liability Period, as may be extended in accordance with the terms of this Contract.

**Law** means any statute, ordinance, code, law, decree, circular, rule or regulation by any Government Authority including any Environmental Law, Heritage Law or Labour Law, whether now or at any time in the future in effect.

**Losses and Liabilities** means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), and charges whether arising under statute, contract or in connection with judgments, proceedings, internal costs or demands but, in each case, excluding any future loss of profit.

**Maintenance Manual** means a manual containing the complete information regarding the Equipment and complete instructions and procedures for the inspection, maintenance and repair of the Facilities including the requirements/details of all Spare Parts.

**Major Subcontract** means a subcontract under which a Major Subcontractor provides goods or services costing more than €[●] or involving critical components or services of the Works, as more fully described or referred to in the Technical Requirements.

**Major Subcontractor** means a Subcontractor providing goods or services under a Major Subcontract.

**Mechanical Completion** means:

(a) the Facilities have been completed from all aspects (i.e. architectural, mechanical, electrical and structural) and put in a finished condition in accordance with the Technical Requirements and the other requirements of this Contract except for minor omissions and minor defects which do not prevent the Facilities from undergoing the Performance Tests;

(b) the Contractor has provided the copies of the Commissioning Manual (updated and amended if requested by the Employer) specified in Clause 7.9;

(c) the Spare Parts have been delivered in accordance with Clause 7.10(a);

(d) the Contractor has provided the Employer with the Performance Test Schedule; and

(e) the Facilities are ready for Commissioning.

**Minimum Performance Guarantees** means the minimum performance guarantees with respect to the Facilities as further described in Appendix [●].

**Month** means a calendar month of the Gregorian Calendar.

**Normal Design Developments** includes:

(a) studies and work done to evaluate options and define the Works,

(b) alterations made to comply with Laws and Government Approvals;

(c) alterations made to provide necessary operability and maintainability of the Facilities, and

(d) work specified in this Contract as within the scope of the Works.

**Notice to Proceed** means the notice issued by the Employer to the Contractor in accordance with Clause 8.1.

**Operating Spares** means the spare parts the Employer requires to operate the Facilities for two years following Provisional Acceptance.

**Operation Manual** means the complete instructions for the start-up and operation (including all modes of operation during normal and emergency conditions) of the Facilities.

**Participating Member States** means any member states of the European Union that has the Euro as its lawful currency in accordance with the legislation of the European Union relating to Economic and Monetary Union.

**Payment Milestones** means those milestones listed in Appendix [●].

**Performance Guarantees** means the performance guarantees in respect of the Facilities set out in Appendix [●].

**Performance Liquidated Damages** means the liquidated damages for performance specified in Appendix [●].

**Performance Tests** means the performance tests specified in the Technical Requirements to be carried out by the Contractor to ascertain whether the Facilities meet the Performance Guarantees.

**Performance Test Schedule** means the detailed schedule setting out the activities to be undertaken in accordance with this Contract by the Contractor, the Employer and others during the Performance Tests, as further described in the Technical Requirements.

**Permanent Land** means that part of the Sites identified in Appendix [●] on which the Facilities may be installed.

**Person** means any individual, corporation, partnership, joint venture, association, trust, unincorporated organisation or Government Authority or any other entity and includes the person's executives, administrators, successors, substitutes (including persons taking by novation) and assigns.

**Pre-commissioning** means the testing, checking and other works specified in the Technical Requirements to be performed by the Contractor in preparation for Commissioning.

**Program** means the program of the Works to be prepared by the Contractor pursuant to Clause 17.

**Project** means the detailed design, construction, installation, insuring, operation, repair, replacement, refurbishment, maintenance, expansion, extension and protection of the Facilities pursuant to this Contract.

**Project IP** means all Intellectual Property arising out of or created by the Contractor or a Subcontractor in performing the Works and its other obligations under this Contract, including Intellectual Property subsisting in or in relation to:

(a) the Facility and the Equipment;

(b) this Contract and its performance;

(c) all software, documents, drawings, designs and other materials created or arising in the performance of the Works,

but does not include Contractor Background IP or Employer Background IP.

**Project Management Plan** means the plan submitted and approved in accordance with Clauses 7.24 and 7.25.

**Protestor Actions** means protests against the Project that are directed at the general existence of the Project and are unrelated to the Contractor or any Affiliate of the Contractor.

**Provisional Acceptance** means the provisional acceptance by the Employer of the Facilities at that stage of the Works when the following has occurred:

(a) the Works have achieved Mechanical Completion;

(b) all of the Acceptance Criteria have been achieved;

(c) the Contractor has provided the copies of the Operation Manual and the Maintenance Manual (updated and amended if requested by the Employer) specified in Clause 7.9;

(d) the Contractor has completed the training of the Employer's personnel in accordance with Clause 7.11;

(e) the Contractor has replaced any Spare Parts used by the Contractor during the start-up, Commissioning (other than the Commissioning Spares) or undertaking the Performance Tests, or the

Contractor has placed a purchase order, that is acceptable to the Employer, for the replacement of the relevant parts;

(f) the Performance Tests have been passed and each Performance Guarantee has been met;

(g) the Facilities are capable of being operated safely under reasonable and normal operational conditions;

(h) the Facilities are in a condition which allows the Employer to comply with all Laws relating to their operation;

(i) all documents and other information required under this Contract to have been supplied to the Employer prior to Provisional Acceptance have been supplied;

(j) all Government Approvals to be obtained by the Contractor under this Contract and which are necessary for the operation of the Facilities have been obtained, and to the full extent permitted by Law, have been transferred (to the extent necessary and/or permitted at Law) to the Employer or the Employer's nominee;

(k) the Contractor has fully performed its obligations to transfer to the Employer all rights in the Project IP and other technologies used in the Works and the Facilities as required by the Contract;

(l) all As-Built Drawings have been delivered to the Employer as required by the Contract.

(m) The Certificate of Provisional Acceptance (described in Appendix [●]) has been issued.

**Quality Assurance Plan** means the quality assurance plan to be prepared by the Contractor and approved by the Employer in accordance with Clause 7.12.

**Regional Airports** means those regional airports set out in Appendix [●].

**Relevant Material** means any Intellectual Property licensed or assigned by or on behalf of the Contractor under this Contract.

**Representatives** has the meaning set forth in Clause 14.1.

**Request for Payment** means the fully supported invoice delivered to the Employer by the Contractor at the times set forth in Clause 10.4 containing all of the requirements set out in Clause 10.4.

**Retention Money Guarantee** has the meaning given to it in Clause 11.5(a).

**Scope of Work** has the meaning set forth in Clause 5.

**Sites** means the land and other places specified in Appendix [●].

**Site Conditions** means the site conditions in relation to the Sites including:

(a) the general and local conditions for environment, meteorological, seismic activity, climatic conditions and ocean conditions;

(b) transportation, access, waste disposal, handling and storage of materials;

(c) availability and quality of all necessary utilities;

(d) availability of labour resources;

(e) physical conditions where the Works are to be performed and the surrounding areas as a whole; and

(f) topography and ground surface conditions, subsurface geology and conditions, nature and quantity of surface and subsurface materials to be encountered, location of underground utilities and the condition of existing structures.

**Spare Parts** means the Capital Spares, the Operating Spares and the Commissioning Spares.

**Standards and Specifications** means the technical documentation included as Appendix [●] which convey the general intent of the Works and the Standards and Specifications for the Facilities.

**Subcontractor** means any person to whom performance of any part of the Works, including preparation of any design or supply of any Equipment, is subcontracted directly or indirectly by the Contractor and including Approved Subcontractors, Major Subcontractors and legal successors or permitted assigns.

**Sunset Date** means the date [●] months from the date of Mechanical Completion, as extended by Contractor caused delays.

**Taxes** means any kind of tax, duty, levy, withholding or other charge whether or not similar to any in force at the date this Agreement is entered into and whether imposed nationally or locally within the Hellenic Republic.

**Technical Requirements** means, collectively, the Standards and Specifications, the Scope of Work, the Works Requirements and the requirements of Appendices [●].

**Terms and Conditions** means these terms and conditions, commencing at the beginning of page 1 of this Contract and ending at the conclusion of Clause 64.

**Variation** means any modification, addition, omission, or other variation to, in or from the Works, in accordance with Clause 41.

**Works** means the whole of the work and services to be performed by the Contractor under this Contract, and also including the provision of Equipment, in accordance with the Contract Documents and as further described in the Technical Requirements and includes any Variation.

**Works Performance Bond** has the meaning given in Clause 11.3(a).

**Works Requirements** means the technical document included as Appendix [●] which further outlines the requirements for the Works.

## 2. INTERPRETATION

### General

2.1 In this Contract, unless the contrary intention appears:

(a) a reference to this Contract or another instrument includes any variation or replacement of either of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) if a period of time is specified and dates from a given day or the day of an actual event, it is to be calculated exclusive of that day;

(e) references to any date or time of day are to Eastern European Time;

(f) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(g) a reference to an Appendix is a reference to an appendix to this Contract;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(i) headings are for reference only and do not form part of this Contract;

(j) references to the word **including** means including, but not limited to;

(k) references to the word **parties** means the Employer and the Contractor and the word **party** means one of them; and

(l) references to the word **approve** and **approval** means approved in writing.

(m) terms with capitalised initial letters shall have the meaning ascribed to them respectively in the Concession Agreement, which shall be deemed incorporated by reference, except as otherwise provided herein.

**Codes and Standards**

2.2 Wherever references are made in this Contract to codes and standards in accordance with which the Works are to be performed, the most recent edition or the revised version of such codes and standards shall apply, unless otherwise specified.

**Units of Measurement**

2.3 Units of measurement are specified in the Technical Requirements.

## 3. CONTRACT DOCUMENTS

3.1 The following documents and their attachments, if any, together constitute the Contract Documents:

(a) List of Documents [●]

3.2 Subject to Clause 3.1, the Contract Documents are intended to be complementary and mutually explanatory of one another. This Contract must be read as a whole.

3.3 If an ambiguity or discrepancy between the Contract Documents is discovered by the Employer, or brought to its attention by the Contractor, the Employer shall, where applicable, apply to the interpretation of the interaction between the Contract Documents an order of precedence which is the same as the order in which the Contract Documents are listed in Clause 3.1.

3.4 If, within these Terms and Conditions or within each individual Appendix of this Contract (but not between the terms and conditions and/or each individual Appendix) differing standards of product, workmanship or finish are provided for, the Contractor must provide those of the highest standard.

3.5 If the Contractor discovers any ambiguity or discrepancy in any document prepared for the purpose of performing the Works, the Contractor must immediately notify the Employer of the ambiguity or discrepancy.

3.6 In the event of inconsistency or ambiguity between the Concession Agreement and this Contract as far as the obligations of the Contractor are concerned, the provisions of the Concession Agreement shall prevail, unless and to the extent that this Contract contains more onerous obligations for the Contractor, in which case such terms will prevail, so that the Employer has the time and resources to comply with its obligations under the Concession Agreement.

## 4. CONDITIONS PRECEDENT

4.1 The parties agree it is a condition precedent to the coming of this Contract into effect that the following conditions are satisfied:

(a) the Contractor has delivered the Works Performance Bond to the Employer in accordance with Clause 11.3. (a);

(b) the Contractor has provided to the Employer copies of the insurance policies in the form of signed cover notes, which the Contractor must effect in accordance with Clause 38.1 and Appendix [●];

(c) a Notice to Proceed has been issued by the Employer.

4.2 The Employer may waive any of the conditions precedent in clause 4.1(a) to (b).

4.3 The conditions precedent in Clause 4.1 must be satisfied or waived under Clause 4.2 by the date [●] days after the date of this Contract's execution or such other date as agreed by the parties.

4.4 If the conditions precedent are not satisfied or waived by the date specified in Clause 4.3, or such other date as may be agreed by the parties, if any, then this Contract shall terminate and neither party shall have any liability to the other and each party shall each bear its own costs in relation to this Contract.

4.5 Notwithstanding Clause 4.1, the obligations of the parties under Clauses 4, 11.3. (a), 14, 47, 49, 50, 51, 58 and 60 shall commence on the date that this Contract is executed.

## 5. SCOPE OF WORK

### Scope of Work

5.1 The Contractor will perform all works and provide all services, labour, personnel, materials and Equipment necessary to carry out and complete the Works in accordance with and under the Contract, including design, engineering, procurement, fabrication, construction, installation, pre-commissioning, commissioning, training of the Employer's personnel and performance testing of the Works.

5.2 Without derogating from Clause 31, the Contractor shall upon completion of the Works provide complete, functional and operating Facilities which comply with the Technical Requirements and confirms that its obligations include the procurement of all Equipment and the performance of all work and services not specifically mentioned in this Contract but which can be reasonably inferred from the Contract Documents as being required in a project of the size, nature and complexity of this Project for the proper performance and completion of the Works as if the Equipment, work and services were expressly mentioned in this Contract.

**Employer Supplied Information**

5.3 (a) The Contractor acknowledges that all Employer Supplied Information is for the convenience of the Contractor only and that the Contractor enters into this Contract based on its own investigations and determinations as to the accuracy and adequacy of that information.

(b) The Contractor is not entitled to any extension of time or any extra costs arising out of or in connection with errors or omissions in any Employer Supplied Information.

(c) Any errors or omissions in the Employer Supplied Information shall not affect the warranties provided by, or the obligations of, the Contractor under this Contract and no error or omission in the Employer Supplied Information shall create any liability for the Employer whatsoever. Notwithstanding the foregoing, the Contractor shall notify the Employer of any error or purported error in any Employer Supplied Information, immediately upon the Contractor's discovery of the same.

## 6. TIME FOR COMMENCEMENT AND COMPLETION

6.1 The Contractor shall commence the Works on the Commencement Date and, without prejudice to Clause 30.2, the Contractor shall then perform the Works with due expedition and without delay in accordance with the Imminent Works Implementation Time Schedule and the Program so that Provisional Acceptance is achieved no later than the Date of Provisional Acceptance.

6.2 The Contractor shall achieve Provisional Acceptance by the Date of Provisional Acceptance.

## 7. CONTRACTOR'S OBLIGATIONS

**Performance of the Works**

7.1 The Contractor shall perform the Works and manage and control the Sites in a professional, timely, safe, cost effective and environmentally responsible manner and in accordance with:

(a) this Contract, including the Technical Requirements;

(b) the obligations deriving from the Concession Agreement, as those are described in the Appendices [●];

(c) Best Industry Standards;

(d) all Government Approvals;

(e) all applicable Laws; and

(f) in general the terms and conditions of the Contract Documents, as listed in Clause 3.1 above.

7.2 The Contractor shall ensure that it and its Subcontractors at all time use all materials and utilities made available by the Employer pursuant to Clause 8.7(a), as efficiently as possible.

7.3 The Contractor shall, and shall procure that its Subcontractors, take all seasonal measures at the Sites to the extent that is consistent with Best Industry Practice.

**Government Approvals**

7.4 The Contractor shall:

(a) acquire and maintain:

(i) in its own name, all Government Approvals which the Contractor is permitted by Law to acquire and maintain in its own name and which are necessary for the performance of the Contractor's obligations under this Contract; and

(ii) in the Employer's name, those Government Approvals which by Law may be acquired and maintained by the Contractor in the Employer's name (notwithstanding that those Government Approvals may be specified in Appendix [●] as being the Employer's responsibility) and which are necessary for the performance of the Contractor's obligations under this Contract; Contractor is exclusively responsible for the payment of the various fees to Government Authorities and for Engineers' costs for preparation, application and obtaining of permits, all such costs being included in the Contract Price.

(b) Contractor is solely responsible for any and all of the fees, levies, contributions amounts in general that have to be paid to IKA (Social Insurance Authority) and to any other competent social security fund or organization for the execution of the Works, and such amounts are included in the Contract Price.

(c) at its own cost provide to the Employer reasonable assistance to acquire and maintain all Government Approvals which the Employer is required by Law to acquire and maintain and which cannot as a matter of Law be acquired and maintained by the Contractor in accordance with Clause 7.4(a)(ii); and

(d) upon the Employer's request, from time to time, to the extent permitted by Law and at its own cost, transfer to the Employer all Government Approvals identified by the Employer; and

(e) complete all registrations which are necessary for the Contractor to perform the Works in each of the Sites.

**Laws**

7.5 (a) The Contractor shall comply with all Laws that are binding upon the Contractor that affect the performance of this Contract and the Works.

**Industrial Relations**

7.6 (a) The Contractor:

(i) shall be responsible for the establishment and maintenance of all necessary policies to secure harmonious industrial relations in connection with the performance of the Works;

(ii) shall perform the Works, and shall cause its Subcontractors and their respective owners, employees, agents, consultants and contractors to perform the Works, in a manner which avoids labour disputes; and

(b) The Employer shall have the right, but not the obligation, to hire, contract with, or otherwise employ any of Contractor's personnel located in the Country following the completion of the Works.

**Utilities**

7.7 The Contractor shall obtain all utilities (including temporary utilities and temporary connections), at or in the vicinity of the Sites, which are necessary for the performance of the Works and which are not the responsibility of the Employer under Clause 8.7. The consumption cost of such Utilities and the metering of the Consumption, both are Contractor's Cost and are included in the Contract Price.

**Consumables**

7.8 The Contractor shall supply and make available all consumables, other materials and facilities and perform all work and services of whatsoever nature required to properly perform the Works other than those contemplated by Clause 8.7.

**Operation Manual, Maintenance Manual, Commissioning Manual and As-Built Drawings**

7.9 (a) In the case of the Operation Manual and the Maintenance Manual, at least six months prior to the Date of Provisional Acceptance, and in the case of the Commissioning Manual, at least six months prior to the date on which Mechanical Completion is forecasted to occur, the Contractor shall prepare and deliver to the Employer [●] electronic sets on CD-ROM or DVD in "native file format", and [●] printed sets each, in English, of the Operation Manual, the Maintenance Manual, and the Commissioning Manual for every and each one of the Regional Airports. The Contractor must then promptly update and revise the above Operation and Maintenance Manuals, as necessary, to reflect the completion of all parts of the Works and all defects and warranty obligations. In addition to any of the Employer's other rights and remedies, the Employer has the right, prior to the Date of Provisional Acceptance or the date on which Mechanical Completion occurs (as applicable), to request further revisions in the Operation Manuals and the Maintenance Manuals and the Commissioning Manuals if, in the Employer's reasonable judgment, the Operation Manuals, the Maintenance Manuals or the Commissioning Manuals do not meet the Standards and Specifications set out in this Contract and, if so requested, the Contractor shall, at it sole cost and expense, immediately furnish the Employer with such further revisions in both "native file format" and printed format.

(b) The Contractor must obtain all instruction manuals and special directions required for the operation and maintenance of the Equipment from the manufacturers of Equipment or prepare any written instructions which are not available from the manufacturers. The Operation Manual, the Maintenance Manual and the Commissioning Manual must comply with the Technical Requirements, and must be prepared in full consideration of the number, experience level and technical background of the Employer's operating personnel and Contractor's training-related obligations under Clause 7.11.

(c) The Operation Manual, the Maintenance Manual and the Commissioning Manual shall be prepared, in accordance with the requirements of this Clause 7.9, to facilitate the commissioning of the Works and the operation and maintenance of the completed Facilities at the performance, reliability, safety and maintainability levels the Facilities are required to achieve under this Contract. The Operation Manual, the Maintenance Manual and the Commissioning Manual must include all of the operational and maintenance requirements described in the Technical Requirements and must include all data books and purchase orders and inspection records relating to the Facilities.

(d) During the performance of the Works the Contractor shall from time to time properly prepare and update a full set of comprehensive and fully detailed As-Built Drawings and other documents for the Works, including the Equipment and the Facilities, in accordance with the Technical Requirements until no further updates are required by the Employer. The As-Built Drawings shall be kept at the Sites and used by the Contractor exclusively for the purposes set forth herein. The Contractor shall provide to the Employer upon the Employer's request [●] sets of As-Built Drawings, prior to Provisional Acceptance. If any of the As-Built Drawings are revised after Provisional Acceptance the Contractor will at the Contractor's cost provide to the Employer as soon as possible after the revision of the relevant As-Built Drawing has been completed, [●] copies of each revised As-Built Drawing.

**Spare Parts**

7.10 (a) The Contractor shall provide all Spare Parts by Mechanical Completion to the Employer's nominated storage facility or facilities.

(b) All costs associated with the Commissioning Spares and the Capital Spares to be provided by the Contractor under this Contract are included in the Contract Price.

(c) (i) The price list for the Operating Spares is contained in Appendix [●].

(ii) Within [45]-[60] days of the receipt of notice from the Contractor that the Contractor intends to place purchase orders for Equipment to which the Operating Spares relate, the Employer may direct the Contractor as to which Operating Spares it requires the Contractor to acquire in conjunction with that Equipment and in those circumstances the Contractor will order the Operating Spares selected by the Employer. If after [45]-[60] days of receipt of the notice from the Contractor the Employer fails to notify the Contractor which Operating Spares the Employer requires, the Contractor shall proceed with Equipment purchase excluding the Operating Spares.

(iii) The price for the Operating Spares shall be invoiced separately by the Contractor and shall not form part of the Contract Price.

(d) The Contractor shall, at its sole cost and expense and notwithstanding the list included in Appendix [●], provide all Commissioning Spares required up to Provisional Acceptance.

(e) The Contractor may utilise the Capital Spares and the Operating Spares during Commissioning and during the Defects Liability Period provided that the Contractor shall, at its sole cost and expense, immediately replace any Capital Spares or Operating Spares which it may use as expeditiously as possible and in any event, the Contractor must have replaced or placed an irrevocable purchase order for the replacement of the Capital Spares or Operating Spares used no later than 30 days following the commencement of such use during the Commissioning or repair (as the case may be). All replacement Capital Spares and Operating Spares must be delivered, at the Contractor's sole cost and expense, to the Employer's nominated storage facility or facilities. The Employer will reimburse the Contractor the cost and expense incurred by the Contractor in procuring any Spare Parts used to repair a defect that, because of Clause 32.3 is not the responsibility of the Contractor to repair.

(f) The Contractor warrants the performance of all Spare Parts for the period that expires on the later of:

(i) the manufacturer's warranty period on the applicable Spare Parts; and

(ii) the expiry of the Defects Liability Period.

(g) If at Provisional Acceptance there remains any unused Commissioning Spares, ownership of such spares shall automatically vest in the Employer.

(h) The Contractor shall ensure that Spare Parts and wear and replacement parts for the Facilities shall remain available to be purchased by the Employer at market prices for a period of ten years following the Date of Provisional Acceptance.

**Training**

7.11 (a) The Contractor shall train the personnel to be supplied by the Employer pursuant to Clause 8.6, in accordance with the requirements set out in Appendix [●]. The training shall be designed to ensure those personnel will be able to efficiently, prudently, safely and professionally operate and maintain the Facilities in accordance with Best Industry Practice. Training shall consist of classroom and simulated training and training from Equipment vendors and on-the-job training to cover the activities described in Appendix [●]. The cost of training is included in the Contract Price. The cost of the Employer's personnel time during training activities shall not be charged to the Contractor.

(b) Without derogating from Clause 7.9, the Contractor shall, at its sole cost and expense, prepare a training manual in accordance with the requirements of Appendix [●] in English, to be submitted to the Employer for approval no later than 12 months after the Commencement Date. The Contractor shall, at its sole cost and expense, revise the training manual to accommodate any comments or concerns of the Employer.

**Quality Assurance Plan**

7.12 The Contractor shall establish, implement and maintain a Quality Assurance Plan which must comply with ISO9000 and ISO9001 and its accompanying parts and provisions and the requirements set out in Appendix [●] and this Contract and shall, not later than 30 days after the Commencement Date, submit the Quality Assurance Plan to the Employer for approval. The Employer shall either approve or reject with reasons the proposed Quality Assurance Plan within 30 days of its receipt. If the Employer does not respond to the Contractor within 30 days of its receipt of the proposed Quality Assurance Plan, the Employer shall be deemed to have approved the proposed Quality Assurance Plan under the condition that the Plan is in line with Contractual requirements of this Contract, applicable laws and norms, industry practice. If the Employer rejects the proposed Quality Assurance Plan, the Contractor must amend the Quality Assurance Plan to comply with the requirements of the Employer. The Contractor must then resubmit the Quality Assurance Plan to the Employer for approval within the period required by the Employer. The procedures in this Clause 7.12 must be repeated until the Employer approves the Quality Assurance Plan. Pending agreement of a Quality Assurance Plan the Contractor will implement a quality assurance plan in such form as the Employer may require.

7.13 The Quality Assurance Plan shall be designed to meet the following objectives:

(a) to ensure that the Works (including all detailed design and engineering documentation), when complete, shall comply with the requirements of this Contract;

(b) to ensure that the quality of the Equipment is not in any way degraded during receiving, storing, transporting, handling, inspection, installation and testing.

7.14 The Contractor shall:

(a) comply with the Quality Assurance Plan;

(b) ensure that any Subcontractor to whom any of the Works are subcontracted complies with the Quality Assurance Plan;

(c) not amend the Quality Assurance Plan without the prior written approval of the Employer; and

(d) allow the Employer's Representative and the Independent Engineer (and any other persons appointed or approved by the Employer) unrestricted access to inspect and audit the Contractor's compliance with the Quality Assurance Plan.

7.15 If the Contractor fails to comply with the Quality Assurance Plan, the Employer may give notice to the Contractor which sets out details of that failure and directs the Contractor to comply with the Quality Assurance Plan within the period nominated in that notice.

7.16 If the Contractor does not comply with the notice referred to in Clause 7.15, the Employer may employ others to perform the direction in that notice.

7.17 The costs incurred by the Employer under Clause 7.16 shall be deemed a debt due and payable by the Contractor to the Employer on demand.

**Occupational health, safety and environmental requirements**

7.18 The Contractor shall in performing its obligations under this Contract:

(a) comply with all Laws and the requirements of any Government Authority relating to occupational health, safety and the environment, including environmental impact assessment requirements;

(b) comply with the Approved Environmental Terms;

(c) comply with the occupational health, safety and environmental requirements set out in Appendix [•];

(d) conduct itself in accordance with Best Industry Practice; and

(e) exercise all necessary precautions to protect the health and safety of all persons, including its employees, employees of the Employer, and members of the public who may be affected by the actions of the Contractor.

7.19 The Contractor shall no later than 30 days after Commencement Date, submit a Health, Safety and Environmental Plan to the Employer for approval. The Health, Safety and Environmental Plan must be consistent with the Approved Environmental Terms and be in the format, and must comply with the requirements, as set out in Appendix [•].

7.20 The Employer shall either approve or reject with reasons the proposed Health, Safety and Environmental Plan within 30 days of its receipt. If the Employer does not respond to the Contractor within 30 days of its receipt of the proposed Health, Safety and Environmental Plan, the Employer shall be deemed to have approved the proposed Health, Safety and Environmental Plan under the condition that the Plan is in line with Contractual requirements of this Contract, applicable laws and norms, industry practice. If the Employer rejects the proposed Health, Safety and Environmental Plan, the Contractor must amend the Health, Safety and Environmental Plan to comply with the requirements of the Employer. The Contractor must then resubmit the Health, Safety and Environmental Plan to the Employer for approval within the period required by the Employer. The procedures in this Clause 7.20 must be repeated until the Employer approves the Health, Safety and Environmental Plan.

7.21 The Contractor shall:

(a) comply with the Health, Safety and Environmental Plan;

(b) ensure that any Subcontractor to whom any of the Works are subcontracted complies with the Health, Safety and Environmental Plan;

(c) not amend the Health, Safety and Environmental Plan without the prior written approval of the Employer; and

(d) allow the Employer's Representative and the Independent Engineer (and any other persons appointed or approved by the Employer) unrestricted access to inspect and audit the Contractor's compliance with the Health, Safety and Environmental Plan.

7.22 The Employer may issue directions in relation to any occupational health, safety and environmental issues which arise in connection with this Contract and the Contractor shall comply with those directions.

7.23 The Contractor shall from time to time and at the Contractor's cost assist the Employer to:

(a) update the Approved Environmental Terms and the Contractor shall, thereafter, promptly conform the Health, Safety and Environmental Plan; and

(b) prepare an environmental management plan for the operational period of the Project.

**Project Management Plan**

7.24 Within 30 days of the Commencement Date, the Contractor shall prepare and submit to the Employer for approval a Project Management Plan which shall fully comply with the Imminent Works Implementation Time Schedule. The Project Management Plan shall comply with the requirements of Appendix [●].

7.25 The Employer shall either approve or reject with reasons the proposed Project Management Plan within 30 days of its receipt. If the Employer does not respond to the Contractor within 30 days of its receipt of the proposed Project Management Plan, the Employer shall be deemed to have approved the proposed Project Management Plan under the condition that the Plan is in line with Contractual requirements of this Contract, applicable laws and norms, industry practice. If the Employer rejects the proposed Project Management Plan, the Contractor shall amend the Project Management Plan to comply with the requirements of the Employer. The Contractor shall then resubmit the Project Management Plan to the Employer for approval within the period required by the Employer. The procedures in this Clause 7.25 shall be repeated until the Employer approves the Project Management Plan. Pending approval of the Project Execution Plan the Contractor will implement a project management plan in such form as the Employer may reasonably require.

7.26 The Contractor shall:

(a) comply with the Project Management Plan;

(b) ensure that any Subcontractor to whom any of the Works are subcontracted complies with the Project Management Plan;

(c) not amend the Project Management Plan without the prior written approval of the Employer; and

(d) allow the Employer's Representative and the Independent Engineer (and any other persons appointed or approved by the Employer) unrestricted access to inspect and audit the Contractor's compliance with the Project Management Plan.

7.27 The Employer may issue directions requiring the Contractor to comply with its obligations under this Contract, including its obligation to comply with the Project Management Plan and the Contractor shall comply with those directions.

**Effect of Approval and Compliance**

7.28 The quality assurance requirements, occupational health, safety and environmental (including environmental impact assessment) requirements and project management requirements specified in this Contract and the Contractor's compliance with them shall not in any way detract from or otherwise diminish the Contractor's obligations under this Contract nor will any inspection or audit by the Employer, the Independent Engineer or any person on their behalf in accordance with the Quality Assurance Plan or otherwise detract from or otherwise diminish the Contractor's obligations under this Contract.

7.29 Notwithstanding any approval by the Employer of the Quality Assurance Plan, the Health, Safety and Environmental Plan or the Project Management Plan, the Employer shall not be:

(a) responsible in any way for ensuring conformity of the Works with the requirements of this Contract; or

(b) liable for, or in connection with, any quality assurance requirements and occupational health, safety and environmental (including environmental impact assessment) requirements specified in this Contract or any consequences of any non-compliance with those requirements.

**Import/Export obligations**

7.30 The Contractor shall be responsible for complying with all Laws and procedures, including the provision of information in the correct format and in a timely manner, designated by customs and any other relevant Government Authorities for the exportation from the country of origin and importation into the Country or between the Countries of Construction Equipment, Equipment, Spare Parts and other things required to carry out and complete the Works (**Imported Materials**). All Imported Materials shall be imported in the name of the Employer and all bills of lading and other documents relating to the shipping and importation of Imported Materials shall stipulate that the Imported Materials are being imported in the name of the Employer.

7.31 The Contractor shall be responsible for complying with any and all statutory requirements and procedures with regard to the movement of Imported Materials within the Country.

7.32 The Contractor shall be responsible for transporting Imported Materials to the Country and promptly taking receipt of Imported Materials at the port or airport of entry into the Country and the proper unloading, handling and transportation of Imported Materials to the Site.

7.33 The Contractor shall be responsible for obtaining all export and import licences for Imported Materials and shall be responsible for complying with all exportation and importation procedures designated by the relevant Government Authorities for the exportation and importation of Imported Materials.

7.34 The Contractor shall, at its sole cost and expense, handle all Imported Materials at the point(s) of import and any formalities for customs clearance. If required by the Contractor as a result of applicable Law, the Employer shall provide to the Contractor within 10 Business Days of the Contractor's written request a power of attorney, in the form required by applicable Law, to enable the Contractor to comply with its obligations under this Clause 7.34. Delays in obtaining customs clearances in respect of Imported Materials are the exclusive responsibility of the Contractor.

7.35 If requested to do so the Contractor shall provide to the Employer free of charge a copy of any document issued or received by the Contractor in connection with the exportation or importation of Imported Materials.

**Record keeping**

7.36 Without derogating from any other provision of the Contract, the Contractor shall at its own cost maintain on file and make available to the Employer for inspection and copying, copies of all notices, instructions, orders, approvals (including Government Approvals) directions, certificates, test reports and correspondence received by the Contractor from the Employer, and all correspondence issued to the Employer together with all minutes of meetings.

**Performance of Works in the Regional Airports under operation**

7.37 The Contractor is aware that the Works are to be carried out in the Regional Airports under operation and hence Contractor is fully aware that the activities to be carried out shall by no means hinder or jeopardise the operation of the Regional Airports, the safety of equipment and installations,

the safety of the Regional Airport personnel, the safety and the comfort of the passengers and any other personnel or services supporting the aforesaid, therefore Contractor shall design and carry out the Works in the less disturbing manner, undertaking also the proper measures and working methods including work in shifts as may be required. Contractor is also aware that in certain Regional Airports is operating the Hellenic Air Force and hence all restrictions and precautions related with the operation of the HAF are to be respected and accounted for. Moreover the execution of the Works, especially the refurbishment works shall be carried out under 'clean' conditions e,g avoidance of excessive noise, dust control measures etc. Prior to the execution of any of the Works, Contractor shall check and verify that the indented work does not risk to damage/interrupt any vital installation related with airport operation (electrical, communication, firefighting etc). Contractor is also responsible to perform the Works under the Site and Airport regulations as detailed in Article 22 and the related Appendix [●]. All the above actions and obligations are paramount for proper execution of the Project and the related cost is included in the Contract Price.

7.38 Contractor is aware that the State, the HCAA, the Grantor and the Independent Engineer have a significant involvement in the Contract and the right to intervene in the execution of the Works, in accordance with the Concession Agreement as set forth in Appendix [●] and Contractor is aware and accepts such rights as detailed in the said Appendix. Furthermore, the Contractor acknowledges and agrees that the State may step-in to this Contract in the place of the Employer.

## 8. EMPLOYER'S OBLIGATIONS

### General

8.1 The Employer may issue a Notice to Proceed at any time following the satisfaction or waiver of the conditions precedent in Clause 4.1(a) to (b).

8.2 The Employer must make timely payment to the Contractor of all amounts due under this Contract as and when due in accordance with this Contract.

### Access to the Sites

8.3 The Employer shall provide to the Contractor access to as much of the Sites as may be required to perform the Works in accordance with the procedure and subject to the limitations and restrictions specified in Appendix [●].

8.4 The Contractor hereby acknowledges and agrees that:

(a) it may not be given exclusive access to the Sites;

(b) it shall be given access to the Sites in a staged manner in accordance with the procedure and subject to the limitations specified in Appendix [●]; and

(c) any access rights conferred upon Contractor pursuant to the Contract shall not be construed in any way as conferring any right of ownership in the Facilities or the Sites, upon the Contractor and that it shall make no claims as a result of being given such access rights.

### Government Approvals

8.5 (a) The Employer shall reasonably assist the Contractor to obtain the Government Approvals to be obtained in the name of the Contractor pursuant to Clause 7.4(a).

(b) The Employer shall reasonably assist the Contractor to obtain those Government Approvals which pursuant to Clause 7.4(a)(ii) must as a matter of Law be issued in the name of the Employer.

**Employer's personnel**

8.6 (a) The Employer shall provide the number of operating and maintenance personnel outlined in Appendix [●] to assist the Contractor during and in connection with the Commissioning and the Performance Tests. Should additional personnel above and beyond those outlined in Appendix [●] be required to successfully commission and start-up the Works, it will be the responsibility of the Contractor, at its sole cost and expense, to supply said personnel. All plans to use additional manpower shall be approved in writing by the Employer in its discretion. Starting dates for personnel provided by the Employer will be determined by the Employer acting in consultation with the Contractor.

(b) Prior to Provisional Acceptance, any act or omission of any personnel provided by the Employer pursuant to this Clause 8.6 shall, provided those personnel are acting in accordance with the Contractor's instructions, directions, procedures or manuals, be deemed to be an act or omission of the Contractor and the Contractor shall not be relieved of any of its obligations under this Contract or have any claim against the Employer by reason of any act or omission.

**Employer-supplied materials and utilities**

8.7 (a) Commencing on the relevant dates set out in Appendix [●], the Employer shall supply and make available to the Contractor at the Points of Delivery the materials and utilities specified in Appendix [●].

(b) Notwithstanding Clause 8.7(a), the Employer will have no obligation to supply any of those materials and utilities unless:

(i) the Contractor has given the Employer at least 30 days prior notice of the quantities which the Employer is to deliver and the dates that those items are to be delivered to the Points of Delivery; and

(ii) the Contractor can and needs to use such materials and utilities.

(c) The Contractor shall at its sole cost and expense procure all other items of a consumable nature necessary for the satisfaction of its obligations under this Contract.

## 9. CONTRACT PRICE

9.1 The Contract Price is a firm, fixed and final lump sum, not subject to escalation or any alteration, except as expressly provided in this Contract. The Contractor shall pay all taxes, duties, social security contributions and fees required to be paid by him under this Contract, and the Contract Price shall not be adjusted for any of these costs

9.2 The Contractor is deemed to have satisfied itself of the correctness and sufficiency of the Contract Price which, except as otherwise explicitly provided in this Contract, covers all its obligations under this Contract and makes allowances for all risks assumed by the Contractor under this Contract. The Contractor shall be deemed to have satisfied himself and taken account of, without limitations, the following aspects:

(a) All conditions and circumstances affecting the Contract Price, including taxes, social security contributions, duties etc.;

(b) The necessity of carrying out the Works as described in this Contract;

(c) The general and special conditions and circumstances of the Sites;

(d) The general labour situation at the Sites in the Country.

9.3 The Contract Price is payable in Euro. The Contractor waives any right to receive payment in a currency other than the specified currency, or for any adjustment to be made to the Contract Price for any reason, including foreign exchange fluctuations or the Contractor making any expenditure in a currency other than the specified currency.

## 10. TERMS OF PAYMENT

### Payments

10.1 The Employer must, subject to Clauses 10.5 and 10.7, pay the Contractor the Contract Price in accordance with Appendix [●] and this Clause 10.

10.2 Unless otherwise agreed by the parties, all payments by the Employer to the Contractor will be by electronic funds transfer to a bank account notified by the Contractor to the Employer.

### Advance Payment

10.3 Subject to the Contractor providing the Advance Payment Guarantee in accordance with Clause 11.2(a) and to the Commencement Date having occurred, the Employer will pay to the Contractor the advance payment specified in Appendix [●] within [14] days of receiving an official receipt from the Contractor for the advance payment.

### Request for Payment

10.4 (a) On the 15th day of each month commencing with the month following the month in which the Commencement Date occurs, and no more than once a month, the Contractor shall submit to the Employer, a Request for Payment covering the Payment Milestones completed by the last day of the previous month. Each Request for Payment must set out the sum of all prior payments made to that date by the Employer to the Contractor.

(b) Each Request for Payment must be accompanied by:

(i) a progress report which satisfies the requirements of Clause 17.2;

(ii) a detailed statement describing the completion, in accordance with this Contract, of the Payment Milestones to which the Request for Payment relates;

(iii) the Contractor's certification that:

(A) it has reviewed all financial and budget data contained in the Request for Payment and the same is true and complete;

(B) it has no claim for any additional costs or any extension of time in connection with the Works which comprise the Payment Milestones that are the subject of the Request for Payment;

(C) that the quality of all detailed engineering and other services performed and all completed Works accord with the requirements of this Contract;

(D) each obligation, item of cost or expense has not been the basis of any previous payment (unless the amount of the payment was subsequently reimbursed to the Employer);

(iv) a statutory declaration by the Contractor's Representative that each Subcontractor which performed Works which were included in the payment most recently made by the Employer was paid all amounts then due to it for those Works or there is a genuine dispute between the Contractor and Subcontractor relating to such amounts; and

(v) if there is a dispute pending with respect to Works covered by the Request for Payment as a result of which the Contractor intends to withhold payment from a Subcontractor, a report of the dispute and the circumstances.

(vi) Updated certificates, confirming that Contractor does not have any outstanding issues with a) Tax Authorities and b) Labour, Social Insurance Authorities.

(c) Within 15 Business Days of its receipt of a Request for Payment, the Employer shall by notice to the Contractor either approve the Request for Payment, partially approve and partially reject the Request for Payment or reject the Request for Payment. Any rejection or partial rejection of a Request for Payment shall be accompanied by reasons for that rejection or partial rejection.

(d) The Employer shall within 30 days after receipt of a Request for Payment and no more than once a month, pay the amount approved by the Employer less any amounts retained, withheld or set off pursuant to Clauses 10.5 or 10.7.

(e) For the avoidance of doubt, the Contractor shall not be entitled to any payment whatsoever for any partially completed Payment Milestones.

**Payments withheld**

10.5 The Employer may withhold from any payment due to the Contractor, amounts the Employer deems reasonably necessary or appropriate to protect it from liability or loss because of any one or more of the following reasons:

(a) material defects, deficiencies or errors in any Works or engineering or other services performed by the Contractor, whether or not payment with respect to those matters has been made by the Employer;

(b) failure by the Contractor to provide insurance policies in accordance with Clause 38.1;

(c) any overpayments made by the Employer in any previous payment; and

(d) notice of a dispute with a Subcontractor has been given by the Contractor under Clause 10.4(b)(v).

**Final Payment**

10.6 (a) Within 30 days after receipt of the Certificate of Provisional Acceptance, the Contractor shall submit a final payment claim and endorse it **Final Payment Claim**. The Contractor must include in that claim:

(i) statements for the Contract Price, summarising and reconciling all previous payments made by the Employer and adjustments in the Contract Price; and

(ii) other amounts that the Contractor considers to be due from the Employer.

(b) Except as provided in Clause 10.6(d), within 30 days after receipt of the Final Payment Claim, the Employer shall pay to the Contractor the Final Payment less any disputed amounts, subject to the Employer's right under Clause 10.7 to set off against amounts due from the Contractor. If the amount

that the Contractor owes to the Employer under Clause 10.7 is greater than the Final Payment, then the Contractor shall pay the excess amount, which shall be deemed to be a debt due and payable, to the Employer within 30 days after the Employer's receipt of the Final Payment Claim.

(c) After the expiry of the 30 day period referred to in Clause 10.6(a), a claim which the Contractor was entitled to make, but has not made in a Final Payment Claim, shall be deemed to have been irrevocably waived by the Contractor.

(d) The Final Payment will not become due until the Contractor submits to the Employer:

(i) the Certificate of Release; and

(ii) any and all outstanding documentation required to be given to the Employer by the Contractor under this Contract.

**Set off**

10.7 Without limiting Clause 10.5, the Employer may deduct from any moneys which are or may be payable by the Employer to the Contractor or which the Employer may hold as security for the Contractor's proper performance of this Contract (including any retained sums or any amounts callable under the Good Performance Guarantee, the Advance Payment Guarantee or the Retention Money Guarantee), any money which may be or is payable by the Contractor to the Employer. Nothing in this Clause 10.7 affects the right of the Employer to recover from the Contractor the whole of the debt or any balance that remains due after any deduction.

**Payment, Certificates, Use Not Acceptance**

10.8 No execution or delivery by the Employer of any certificate nor the making of any payment to the Contractor nor the use of the Works or any part thereof by the Employer shall constitute or be interpreted as acceptance of the Works or any part thereof and shall not relieve the Contractor of any of its obligations or liabilities with respect thereto.

**Default Interest**

10.9 (a) In the event that the Employer fails to pay to the Contractor any undisputed sum due under the Contract or the Contractor fails to make any payment to the Employer on the date such payment becomes due or within the period set forth in the Contract, the Contractor or the Employer (as the case may be) will be liable to pay to the other interest on the amount of such delayed payment at the Default Interest Rate which shall be applied to the delayed amount for the period commencing from the date the payment was due until the date when payment is made in full (including the period after any award of an arbitral tribunal).

(b) Any payment by either the Contractor or the Employer shall be credited first against any interest which has accrued pursuant to Clause 10.9(a) and the balance of the payment, if any, shall be applied to reduce the outstanding balance.

## 11. SECURITY

**Issuance of security**

11.1 The Contractor shall provide the security specified below in favour of the Employer at the times, and in the amount, manner and form specified in this Contract.

**Advance Payment Guarantee**

11.2 (a) The Contractor shall, as a condition precedent to receiving the advance payment referred to in Clause 10.3, provide an approved, unconditional and irrevocable advance payment guarantee in the form set out in Appendix [●] from an Acceptable Bank, which has been approved in advance by the Employer in its absolute discretion, in an amount equal to that advance payment (the **Advance Payment Guarantee**).

(b) The Advance Payment Guarantee will reduce by an amount equal to [●]% of each of the amounts paid to the Contractor by the Employer in accordance with Clause 10.4(d) (other than the advance payment) until the Advance Payment Guarantee reaches a zero balance at which time it will be returned to the Contractor.

## Works Performance Bond

**11.3 Works Performance Bond**

(a) On or before the Contract Commencement Date, the Contractor shall deliver to the Employer the Works Performance Bond issued from an Acceptable Bank for an amount equal to (X) million Euro (€X), the form of which has been agreed by the Contracting Parties and is attached as Appendix [●].

(b) The Works Performance Bond shall be issued to the Employer as beneficiary.

**Retention Money/Guarantee**

11.4 In addition to any other rights contained in this Contract, the Employer will retain [X]% of the amount of each payment to the Contractor.

11.5 (a) The Contractor may from time to time provide to the Employer a money retention guarantee in the form set out in Appendix [●] from an Acceptable Bank, which has been approved by the Employer in its absolute discretion for a sum equal to all or part of the retention money withheld by the Employer under Clause 11.4 (the **Retention Money Guarantee**).

(b) Upon receipt of the Retention Money Guarantee, the Employer must promptly pay to the Contractor the retention moneys withheld up to the sums guaranteed by the submitted Retention Money Guarantee. If the Retention Money Guarantee provides for the amount secured by it to increase over time in an amount which is equivalent to the Employer's right to retain under Clause 11.4, the Employer shall cease to retain amounts under Clause 11.4 to the extent that equivalent security is provided by the Retention Money Guarantee.

- **Release of retention money/guarantees**

The release of retention money/guarantees shall take place in accordance with Appendix [●].

- **Retention of Advance Payment**

Beside the above mentioned retention the Employer will retain a further [●]% of the amount of each payment to the Contractor, for repayment of Advance Payment until the Advanced Payment is fully returned to Employer.

**Interest on security**

11.6 The Employer is not obliged to hold any retained amounts or cash security in any definable account. The Employer owns the interest and is not required to account to the Contractor for any interest earned on cash security.

**Expiry of Guarantees**

11.7 In the event that the Advance Payment Guarantee has an expiry date which will occur before the date on which the Advance Payment Guarantee reaches a zero balance in accordance with Clause 11.2(b), the Works Performance Bond has an expiry date which will occur before the Date of Final Acceptance or the Retention Money Guarantee has an expiry date which will occur before the Date of Final Acceptance, the Contractor will procure that a bank which has been approved in advance by the Employer in its absolute discretion will prior to a date falling 30 days before the expiry of the relevant guarantee, have provided a replacement or renewed guarantee substantially in the same form as the guarantee it is replacing in an amount equal to the then unused portion of the relevant guarantee. The replacement guarantee must take effect no less than 10 days prior to the expiry of the relevant guarantee which is being replaced. It is agreed that a breach of this Clause 11.7 will entitle the Employer to make a written demand under the Advance Payment Guarantee, the Good Performance Guarantee or the Retention Money Guarantee as the case may be.

11.8 If the Advance Payment Guarantee, the Works Performance Bond or the Retention Money Guarantee is called solely as a result of a breach by the Contractor of Clause 11.7 and if the breach is, in the reasonable opinion of the Employer, adequately remedied by the issue of a new or amended guarantee or by the implementation of arrangements satisfactory to the Employer, the Employer will repay to the Contractor those amounts, if any, received by the Employer on the calling of the relevant guarantee on account of the breach of Clause 11.7.

## 12. TAXES

**Responsibility to pay Taxes**

12.1 (a) The Contractor shall be solely liable for payment of, and warrants that it will pay, or ensure the payment of:

(i) all Taxes imposed and assessments made in relation to the Construction Equipment, Equipment and the Works;

(ii) all contributions payable by Law, award and pursuant to any contract with an industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Contractor or its Subcontractors in respect of the Works, including employees/contractors social insurance premiums taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

(iii) the cost of all import or export licenses if required and all import or export taxes or duties or tariffs on services, Construction Equipment and Equipment imported or exported by the Contractor in connection with or for the purposes of the Contract; and

(iv) all harbour and / or airport dues, pilotage fees, port fees, wharf fees, loading or unloading costs, gang fees and all excesses for such dues, costs or fees.

The Contractor shall be liable for and defend, indemnify and hold harmless the Employer, and its Affiliates, their successors and assigns and each of their employees, agents, officers and directors from and against any and all Losses and Liabilities that arise out of any of the above mentioned Taxes.

12.2 The Employer shall be liable for and defend, indemnify and hold harmless the Contractor and its employees, agents, officers and directors from and against any and all Losses and Liabilities that arise out of any Taxes for which Employer is responsible pursuant to Clause 12.

**Withholding Tax**

12.3 The Employer is not liable to the Contractor and the Contractor has no claim against the Employer in respect of any sum which would otherwise be payable to the Contractor under the Contract:

(a) which the Employer has withheld from payment in accordance with any Law (including any Law relating to Tax), until it is released from, or relieved from all liability pursuant to the relevant Law in respect of the amount so withheld and is lawfully entitled to pay the sum to the Contractor; or

(b) which it has paid in accordance with the provisions of any Law (including any Law relating to Tax) to the person legally entitled to accept payment.

**Exemptions and concessions**

12.4 (a) The benefit of any Tax exemption or concessional rate available when the Contractor purchases Equipment must, as far as possible, be passed onto the Employer if the cost of the relevant Equipment is charged to the Employer on a pass-through basis in accordance with this Contract.

(b) Where the Employer and its contractors (including the Contractor) are entitled to an exemption or concession concerning any Tax or import duty with respect to Equipment, the Contractor shall use reasonable endeavours to assist the Employer in its claim for such concession or exemption.

(c) If the Contractor's act(s) or omission(s) result in the Employer not receiving the full benefit of or otherwise prejudices any available Tax exemption(s) or concessional rate, the Contractor shall reimburse the Employer for and indemnify the Employer against any Losses and Liabilities arising out of the action or failure to act.

## 13. INTELLECTUAL PROPERTY RIGHTS

**Contractor to obtain all necessary rights**

13.1 Except for Employer Background IP, the Contractor shall, at its own cost, obtain in the Employer's name all necessary rights and licences to Intellectual Property subsisting in any matter, thing or process (including documentation, drawings and software) used or to be used by or on behalf of the Contractor in performing the Works or delivered or to be delivered by it to the Employer under this Contract or required for the completion, operation, maintenance, repair, expansion, sale, financing or refinancing of the Facilities.

**Ownership of Project IP**

13.2 All Project IP vests in and shall be the property of the Employer upon it coming into existence.

**Licence of Project IP and Employer Background IP**

13.3 The Employer grants to the Contractor a non-exclusive, royalty-free, non-transferable licence to use, reproduce, modify and adapt the Project IP and the Employer Background IP for the sole purpose

of performing the Works and performing its other obligations under this Contract. The licence will endure until the earlier of termination of this Contract or the expiry of the Defects Liability Period, whichever is the earlier. If the Contractor provides Project IP and/or Employer Background IP to a Subcontractor the Contractor shall enter into an agreement with the Subcontractor requiring that the Subcontractor comply with Clause 13 of this Contract.

**Licence of Contractor Background IP**

13.4 The Contractor grants to the Employer a perpetual, irrevocable, non-exclusive licence of the Contractor Background IP to use, reproduce, modify, adapt and otherwise exploit (at any level) the Contractor Background IP to the extent necessary to exercise its rights with respect to the Project IP. Any fees in relation to the granting of this licence are deemed to form part of the Contract Price.

**Intellectual property warranty and indemnity**

13.5 The Contractor hereby undertakes, warrants and represents that:

(a) it has all rights and licences necessary to grant the Employer the licence of the Contractor Background IP granted in Clause 13.4; and

(b) the Project IP and the Contractor Background IP and any use or other exploitation (at any level) of it by or on behalf of the Employer, whether in the completion, operation, maintenance, repair, expansion, financing or refinancing of the Facilities or otherwise, will not infringe the Intellectual Property of any third party.

13.6 Notwithstanding Clause 34.2, the Contractor shall indemnify the Employer and its directors, officers, employees, agents and contractors from and against all Losses and Liabilities arising out of any claim that the Project IP and/or the Contractor Background IP or any use by or on behalf of the Employer infringes the Intellectual Property of a third party.

**Right to operate or use the Works**

13.7 If, in connection with a claim referred to in Clause 13.6, the Employer is enjoined or either the Employer or the Contractor is prevented from operating, using, or otherwise exploiting (at any level) the Works, the Facilities, the Project IP or the Contractor Background IP or any part thereof (the **Infringing Matter**), the Contractor shall at its own expense, in addition to its other obligations under the Contract, take all steps necessary to procure for the Employer and the Contractor the right to operate, use or exploit the Infringing Matter for its intended purpose.

If the Contractor is unable to procure such rights within such time as the Employer directs, the Contractor must promptly, at is own expense, comply with any direction by the Employer to:

(a) modify the Infringing Matter (but not so as to adversely affect its functionality or fitness for the purpose for which it is intended);

(b) replace the affected part of the Infringing Matter to overcome the infringement;

(c) remove the affected part of the Infringing Matter and compensate the Employer for any cost, loss, expense or damage incurred by the Employer as a result of such removal; and/or

(d) acquire a licence on the terms required by this Clause 13 for the Employer operate or to use such Infringing Matter.

Any direction given under this 13.7 does not constitute a Variation or waiver, nor does it entitle the Contractor to an extension to the Date of Provisional Acceptance nor to any additional or increased payment by the Employer.

**No third party payments**

13.8 The Contractor represents and warrants that except for amounts included in the Contract Price, no royalties or other payments are or will become due or payable by the Employer to the Contractor or any other person in respect of any of the licences granted to the Employer hereunder.

**Return of material forms of Project IP**

13.9 No later than 15 days before the expected earliest to occur of termination of this Contract or the expiry of the Defects Liability Period, the Contractor shall deliver to the Employer all documents in connection with the Works which contain Project IP in the possession, power or control of the Contractor or any Subcontractor.

**Assignment and Sublicenses**

13.10 The Employer may assign any of the licences granted to it hereunder in accordance with Clause 46 or grant sublicenses to any third party for the purposes of completing, operating, maintaining, repairing, expanding, financing or refinancing the Facilities or any part(s) thereof, and such sublicenses will survive termination of this Contract or the expiry of the Defects Liability Period.

**Moral Rights**

13.11 The Contractor hereby irrevocably waives and will cause each author of Relevant Materials to irrevocably waive, all moral rights and any other similar rights with respect to Relevant Materials, whether arising under copyright or otherwise. In addition, the Contractor hereby agrees, and shall procure the agreement of each author of Relevant Materials, that the Employer in its absolute discretion:

(a) need not identify the Contractor or any author as the author(s) of Relevant Material; and

(b) may:

(i) materially distort, destroy, mutilate, alter or in any other way change;

(ii) add to, delete from, re-title; and

(iii) reproduce, publish, copy, adapt,

the Relevant Material (or a substantial part of or adaptation of it) in any way it sees fit in any medium and in any context and with or without other text, data or images.

**Survival of obligations**

13.12 Except as provided in Clause 13.3, the obligations in this Clause 13 survive the completion, expiry or termination of this Contract.

## 14. CONFIDENTIALITY

### Confidential Information

14.1 Each party shall ensure all Confidential Information is kept strictly confidential and is not disclosed directly or indirectly to any person other than a director, officer, employee, Subcontractor, consultant, representative or advisor (the **Representatives**) of a Party or a Party's Affiliates or of the State or of the Grantor or of the Independent Engineer without the prior written approval of the other party. Each party shall take all steps as are necessary to ensure that the terms and conditions of this Clause 14 are binding upon its Representatives and any Representatives of such party's Affiliates. The foregoing provisions will not apply to Confidential Information which the disclosing party proves:

(a) was in the disclosing party's possession prior to the date of this Contract other than any information that was provided directly or indirectly by the other party or which is the subject of a confidential obligation between the parties; or

(b) becomes generally available to the public or is in the public domain through no fault of the disclosing party; or

(c) is required to be produced by order of a court or under the requirements of any applicable Law or stock exchange, provided that in those circumstances, the disclosing party shall notify the other party as soon as reasonably practicable to enable the other party to take steps as it considers necessary to resist production, pending which the disclosing party shall take all reasonable steps to resist (or where that is not practicable, to minimise) any production of Confidential Information, subject to the approval of the other party; or

(d) was obtained from a third party without an obligation of confidentiality.

The obligations in this Clause 14 shall survive the completion, expiry or termination of this Contract.

14.2 Each party agrees:

(a) not to store Confidential Information on any computer, data base or other electronic means of data or information storage ("**computer**") unless the computer is under the sole control of the party and cannot be accessed by any third parties, in which case the party can store the Confidential Information on that computer;

(b) not to copy the Confidential Information in whole or in part except as necessary for the purposes of the Project;

(c) not to alter or remove any proprietary rights or copyright notice or other identification which indicates an ownership interest in any part of the Confidential Information;

(d) to notify the other party of the existence of any circumstances surrounding any unauthorised knowledge, possession or use of the Confidential Information or any part of it by any person;

(e) to take reasonable steps which are necessary or desirable to ensure continued confidentiality and protection of the Confidential Information and to prevent access to or use of the Confidential Information by any unauthorised person;

(f) in the case of termination of this Contract, the Employer may retain all Confidential Information of the Contractor needed to complete the Works and operate the Facility.

**Media releases**

14.3 The Contractor shall not issue any information, publication, document or article for publication concerning the Works or the Project in any media without the prior approval of the Employer. The Contractor shall refer to the Employer any enquiries from the media concerning the Works or the Project.

**Disclosure to third parties**

14.4 Notwithstanding Clauses 14.1 and 14.2 all obligations imposed on the Employer by this Clause 14 are subject to the Employer's unfettered rights to:

(a) disclose any information to the State and/or to the Grantor and/or to the Independent Engineer (including their advisers from time to time) and to the Employer's insurers;

(b) disclose any information to any other persons for the purposes of a bond issue or other raising of finance in connection with the Project;

(c) disclose any information to any potential or investor in the Facilities, the Employer or any of the Employer's shareholders; and

(d) disclose any information to third parties for the purpose of the completion, repair, operation or maintenance of the Facilities.

## 15. REPRESENTATIVES

**Employer's Representative**

15.1 (a) No later than 15 days before the expected Commencement Date, the Employer shall appoint and notify the Contractor of the name of the Employer's Representative. The Employer may from time to time appoint a different person as the Employer's Representative in place of the person previously appointed and in which case he shall give notice of the name of that person to the Contractor without delay. The Employer's Representative shall represent and act for the Employer at all times up to the Date of Final Acceptance.

(b) All notices, instructions, information and other communications to be given by the Contractor to the Employer under this Contract shall be given to the Employer's Representative.

(c) The Employer's Representative may at any time delegate to any person any of the powers and duties vested in it by notice to the Contractor. Any act or exercise by any person of powers and duties delegated to them in accordance with this Clause 15.1 shall be deemed to be an act or exercise by the Employer's Representative.

(d) The Contractor shall comply with the Employer's Representative's written directions, orders and instructions. Any approval, consent, instruction, order, direction or request given by the Employer's Representative shall not in any way limit, reduce or waive the obligations or liabilities of the Contractor under this Contract. Any communication received by the Contractor from someone other than the Employer's Representative or his authorised delegate shall not be valid and shall not be relied on.

(e) Except where this Contract otherwise provides, a direction, order or instruction may be given orally and the Employer's Representative must, as soon as practicable, confirm in writing that direction, order or instruction.

**Contractor's Representative**

15.2 (a) No later than 15 days after the date on which this Contract is signed, the Contractor must appoint the Contractor's Representative whose identity has been previously approved by the Employer.

(b) The Contractor's Representative shall represent and act for the Contractor with respect to all issues and matters arising in connection with this Contract at all times during the term of this Contract and shall be responsible for overseeing the execution of the Works. The Contractor shall be bound by the acts and omissions of the Contractor's Representative. Matters within the knowledge of the Contractor's Representative are deemed to be within the knowledge of the Contractor.

(c) All notices, instructions, information and all other communications to be given by the Employer to the Contractor under this Contract shall be given to the Contractor's Representative.

(d) The Contractor shall not remove or replace the Contractor's Representative without the Employer's prior consent, which shall not be unreasonably withheld.

## 16. CONTRACTOR'S ORGANIZATION

**Organization chart**

16.1 Without derogating from the requirements of Clause 16.2 and the Technical Requirements, no later than 15 days after the Commencement Date, the Contractor shall submit to the Employer for the Employer's approval an organization chart showing the proposed organization to be established by the Contractor for performing the Works, including the identities of the Contractor's proposed Key Personnel, together with the curricula vitae of such proposed Key Personnel to be employed in the Works. The Contractor shall promptly inform the Employer of any proposed revision or alteration of the organization chart. Any revision or alteration shall not be made without prior approval of the Employer, which shall not be unreasonably withheld.

**Key Personnel**

16.2 (a) The Key Personnel shall be engaged in the performance of the Works in the positions and in respect of the duties set out in Appendix [●].

(b) The Contractor shall ensure that any individual member of its Key Personnel is readily available to discuss, explain or make presentations on any part of the Works for which it is responsible.

(c) The Contractor shall not remove or replace any Key Personnel without prior approval of the Employer, which must not be unreasonably withheld. Any substitute personnel must be suitably qualified for the duties of the position to which the Contractor intends to appoint them. The Contractor shall provide an uninterrupted transition between the Key Personnel and their replacements.

**Replacement of persons**

16.3 The Employer may by notice to the Contractor and on reasonable grounds direct the removal of any person, including Key Personnel, engaged in the performance of the Works. Upon receipt of that notice, the Contractor shall, at its sole cost and expense, remove that person from the Works and shall not employ that person on the Site or in activities connected with the Works without the Employer's prior approval. The Contractor shall then promptly appoint a suitable replacement at its sole cost and expense.

## 17. PROGRAM AND PROGRESS

### Program

17.1 No later than 15 days after the Commencement Date, the Contractor shall prepare and submit for the Employer's approval, a Program, in a form acceptable to the Employer which must:

(a) show the Commencement Date, the date on which Mechanical Completion is planned to occur and the Date of Provisional Acceptance;

(b) illustrate the Critical Path of the Works and the Critical Activities;

(c) indicate the sequence in which it proposes to perform the Works to achieve Mechanical Completion, Provisional Acceptance and Final Acceptance in accordance with this Contract;

(d) comply with the Imminent Works Implementation Time Schedule;

(e) in relation to the Government Approvals specify the time:

(i) by which the Contractor will provide to the Employer any and all drawings, documents and other information, required for those Government Approvals to be obtained by the Employer;

(ii) by which those Government Approvals to be obtained by the Employer are required;

(iii) by which Contractor will provide to the relevant Government Authorities any and all drawings, documents and other information, required for those Government Approvals to be obtained by the Contractor;

(iv) by which those Government Approvals to be obtained by the Contractor are required (which shall be no later than the time a competent and diligent contractor, in the position of the Contractor, conducting itself in accordance with Best Industry Practices, would reasonably require those Government Approvals); and

(v) required for the various Government Authorities to issue any and all Government Approvals; and

(vi) address any other matters required by the Employer as specified in the Technical Requirements.

Any software used to generate the Program must be approved by the Employer, in its sole discretion. If the software used to generate the Program, or part thereof, is proprietary software of the Contractor or any other party, the Contractor shall provide the Employer or procure that the Employer is provided with, with a copy of that software and a unrestricted licence for the Employer's officers, agents and employees to copy and use it, at no additional cost to the Employer, for the balance of the duration of the Project.

### Progress reports

17.2 The Contractor shall monitor progress of all the activities associated with the performance of the Works and the activities specified in the Program, and supply a progress report to the Employer and every month or more frequently as the Employer may, in its absolute discretion, direct.

The progress report must be in a form acceptable to the Employer and must include the following as well as all items noted in the Technical Requirements:

(a) percentage completion achieved compared with the planned percentage completion for each activity;

(b) wherever any activity is falling behind schedule, the likely consequences thereof and a description of the corrective action(s) to be or being taken;

(c) a general report on the status of the Works;

(d) information on all critical aspects influencing the progress of the Works;

(e) charts of the progress of the Works; and

(f) any other information the Employer may require from time to time.

**Revised Program**

17.3 The Contractor shall use its best endeavours to anticipate and to avoid delay in the progress of the Works and do all things necessary to ensure a satisfactory rate of progress at all times.

17.4 If at any time the Contractor's actual progress of the Works falls behind that specified in the Program, or it becomes apparent that the progress of the Works will fall behind, the Contractor shall immediately notify the Employer and promptly prepare and submit to the Employer a detailed, written proposal to overcome the delay to the progress of the Works and a revised Program showing any and all changes to the Critical Path of the activities which make up the Works, taking into account the prevailing circumstances, and notify the Employer of the actions to be or being taken to expedite progress of the Works and overcome the delay so as to achieve Provisional Acceptance by the Date of Provisional Acceptance. The actions referred to above will not constitute an acceleration and the Contractor shall not be entitled to any extension of time or any addition to the Contract Price for taking any such action.

In all other circumstances the Contractor shall revise the Program as and when appropriate and must submit all revisions to the Employer for approval. A revised Program shall only become the applicable and current Program for the purposes of this Contract if it is approved by the Employer.

17.5 Nothing in Clause 17.4 shall relieve the Contractor of its obligations under this Contract nor bind or create any obligation or liability on the part of the Employer or constitute any form of acknowledgment that the Contractor is or may be entitled to any extension of time or addition to the Contract Price.

17.6 The Contractor will attend progress meetings as directed by the Employer. The Contractor will be responsible for preparing the minutes of all progress meetings with the Employer. No later than seven days after a progress meeting the Contractor will submit to the Employer for approval the minutes of the relevant meeting. No later than three days after receipt of the minutes the Employer will either confirm that the minutes are agreed or it will notify the Contractor of the corrections that must be made to the minutes. The Contractor will correct the minutes as required by the Employer and re-submit the minutes (duly corrected) to the Employer no later than three days following receipt of the Employer's comments. This procedure will be repeated until the Employer confirms that the minutes are agreed. If the Employer does not confirm that the minutes are agreed or notify the Contractor of the required corrections within the three day period following receipt of the minutes, the minutes will be deemed to have been agreed.

**Progress of the Works**

17.7 If, in the opinion of the Employer, there is a delay in the progress of the Works attributable to the Contractor or for which the Contractor has accepted the risk under this Contract and there is a reasonable likelihood that there will be a delay to the Date of Provisional Acceptance:

(a) the Employer may direct the Contractor to:

(i) reschedule or reallocate the Contractor's resources; or

(ii) reprogram and adjust activities, sequences and the performance of the Works as the case may be; or

(b) the Employer may at any time after giving the Contractor 14 days' notice:

(i) employ any third party to assist the Contractor as the Employer deems appropriate; or

(ii) omit any part of the Works in accordance with Clause 41 as the Employer deems appropriate, and undertake that part of the Works itself or engage a third party to do so.

17.8 The Contractor shall give to the Employer or any third party engaged by the Employer under Clause 17.7(b) all assistance as may be necessary for it to perform the tasks which the Contractor ought to have performed.

17.9 The Contractor shall have no right to make any claim against the Employer and shall not be entitled to any increase in the Contract Price or extension of time in relation to any direction given in accordance with Clause 17.7(a), the employment of a third party in accordance with Clause 17.7(b)(i), an omission in accordance with Clause 17.7(b)(ii) or any assistance provided by it under Clause 17.8.

17.10 The Contract Price will be reduced by the additional costs, losses, damages and expenses incurred by the Employer as a consequence of acting in accordance with Clause 17.7(b) as certified by the Employer.

17.11 If the balance of the Contract Price to be paid to the Contractor is less than the amount certified by the Employer in accordance with Clause 17.10 then the difference will be a debt due and payable by the Contractor to the Employer on demand.

## 18. LONG LEAD ITEMS

(Non – applicable)

## 19. SUBCONTRACTS

**Subcontracting**

19.1 (a) Subject to the following provisions of this Clause 19, the Contractor may subcontract any part of the Works but not the whole of the Works.

(b) The Contractor shall only engage Subcontractors who, in consideration of Best Industry Practice, are safe, environmentally responsible, careful, skilled, experienced, and competent in their respective discipline. The Contractor shall demonstrate to the Employer that proposed Subcontractors have these attributes before engaging them.

(c) Prior approval of the Employer is required for all Major Subcontractors which are not listed in Appendix [●].

(d) When the Contractor requests approval of a Major Subcontractor, the Contractor shall provide to the Employer:

(i) full particulars in writing of the part of the Works to be subcontracted, the name and address of the proposed Major Subcontractor and the proposed Sites for the subcontracted work;

(ii) the Major Subcontractor's relationship with the Contractor; and

(iii) information establishing the financial, technical and personnel capacity (including details of previous experience and safety and environmental records) to successfully perform the subcontracted work to be performed by the proposed Major Subcontractor.

The Contractor shall provide the Employer with any further information requested by the Employer for the purpose of determining whether to approve the Major Subcontractor, including the proposed, but unpriced, subcontract document.

(e) The Employer shall either approve or reject with reasons a Major Subcontractor proposed by the Contractor within 45 days of the Employer's receipt of the Contractor's request for approval. If the Employer fails to respond within 45 days' of its receipt of the Contractor's request for approval, the Employer shall be deemed to have approved the proposed Major Subcontractor.

(f) The Contractor shall not terminate any Major Subcontract without the Employer's prior written approval, not to be unreasonably withheld.

**Responsibility**

19.2 Subcontracting shall not relieve the Contractor from any of its liabilities or obligations under this Contract. The Contractor is liable to the Employer for the acts and omissions of Subcontractors and employees and agents of Subcontractors as if they were acts and omissions of the Contractor.

**Terms of subcontracts**

19.3 The Contractor shall ensure that each subcontract includes provisions which will enable the Contractor to discharge the Contractor's obligations and liabilities to the Employer under the terms of this Contract in respect of the subcontracted work, including provisions in respect of:

(a) warranties given by the Contractor in Clauses 28and 29;

(b) indemnities given by the Contractor in Clauses 13.6, 37.1 and 50.4;

(c) a termination for convenience provision similar to Clause 45.2(d);

(d) a provision foreseeing and enabling the ultimate ownership by the Employer of all Project IP similar to Clause 13.2 and the furnishing to the Employer of all documents in which Project IP subsists;

(e) a commitment by the Subcontractors that to the extent necessary they have reviewed the drawings provided by the Contractor and that the drawings will be suitable for the work proposed;

(f) a provision that the Employer is able to enter upon and remain in or about that part of the Sites upon which the Subcontractor is undertaking the subcontracted work; and

(g) a provision enabling the Employer to make payments directly to the Subcontractor in accordance with Clause 46.2(b) and that any such payments shall be deemed to have satisfied the Contractor's

payment obligations to the Subcontractor under the subcontract to the extent and in the amount of such direct payments;

(h) undertakings enforceable by the Employer that upon the termination of this Contract or repudiation or abandonment of this Contract by the Contractor, if so directed by the Employer, the Subcontractor will:

(i) provide to the Employer all design, documents, materials and other things intended for incorporation in the Works;

(ii) return to the Employer all copies (both hard and in electronic format) of all documents associated with the Project that are in the Subcontractor's possession or control; and

(iii) agree to the assignment or novation of the Contractor's interests in its subcontract to the Employer at the Employer's absolute discretion.

(i) a representation by the Subcontractor that he is aware that the State, HCAA, the Grantor and the Independent Engineer have a significant involvement in the Contract and the right to intervene in the execution of the Works, as per Appendix [●] and that he is aware and accepts such rights as detailed in the said Appendix.

19.4 The Contractor must obtain the prior written approval of the Employer before entering into any subcontract that does not include the provisions listed in Clause 19.3.

**Collateral Warranties from Major Subcontractors**

19.5 Unless directed by the Employer to the contrary, in addition to any warranty and guarantee provided to the Contractor by a Subcontractor, the Contractor shall execute, and procure that each of the Major Subcontractors executes, a collateral warranty in the form set out in Appendix [•], with such executed collateral warranty to be delivered to the Employer promptly following the Contractor's engagement of the Major Subcontractor.

**No restrictions**

19.6 The Contractor hereby warrants that no agreement, arrangement or understanding with any Subcontractor will directly, or indirectly interfere with, restrict or impede the Employer in the exercise of any right or remedy under this Contract.

19.7 The Employer shall, if so requested by the State from time to time, promptly provide details of all of its subcontractors including the Contractor and any of its subcontractors. The State may at all times during the Concession Period require the Employer to terminate any subcontract and/or replace any subcontractor (including the Contractor and any of its subcontractors) for reasons of national security and the Employer shall promptly terminate the relevant subcontract and/or replace the relevant subcontractor.

## 20. DETAILED DESIGN AND ENGINEERING

**Detailed design and engineering**

20.1 The Contractor shall perform all necessary surveys and carry out and complete the detailed design and engineering for the Works in compliance with this Contract, Best Industry Practice and all applicable Laws such that the Works, when completed, will be fit for the purposes described in the Standards and Specifications, meet the Technical Requirements, achieve the Performance Guarantees and otherwise comply with this Contract.

**Approval/Review of documents by the Employer and the Independent Engineer (as the case may be)**

20.2 (a) The Contractor shall prepare and submit to the Employer and to the Independent Engineer, as the case may be, the documents specified in the Technical Requirements for approval or review so as to enable the Employer verify their compliance with the Contract. Moreover the Contractor is fully aware that Design and Engineering works have to be reviewed and approved by the Independent Engineer as per the provisions of Appendix [●]. Contractor herein confirms, ensures and secures that the provisions related with the Independent Engineer regarding Engineering/Design shall be fully fulfilled by the Contractor at its own Cost and full responsibility. The said requirements and procedures are described in Appendix [●] hereof and Contractor shall prepare the Documents on the premise that same are to be further reviewed by the Independent Engineer as well. In case of discrepancies between the following paragraphs and of Appendix [●] the more strict are to be considered as valid.

(b) For the documents specified in the Technical Requirements as requiring the Employer's approval or other review the Contractor shall include an Employer review period in the Program and the Imminent Works Implementation Time Schedule. The duration of the Employer review period is listed in the Technical Requirements and where no review period is specified, the duration of the review period shall be 15 Business Days.

(c) The Contractor is at liberty to proceed at his risk with the Works without waiting to receive the Employer's approval or review comments. The Contractor is not entitled to any reimbursement for any expenses or for any work that must be repeated or re-performed or for any extension of time as a consequence of repeating or re-performing any of the Works if the Contractor proceeds before the receipt of the Employer's approval or review comments.

(d) To allow for the Employer time to arrange for its personnel or consultants to be available to review Contractor's documents the Contractor shall submit such documents to the Employer as near as possible to the date indicated in the Program and if not on that date the Contractor shall provide the Employer a minimum of 15 days notice of the new date for issuing a submittal. The Contractor shall not overwhelm the Employer's limited personnel by saving a number of submittals for issue at the same time. Instead, submittals shall be scheduled for issuance with a reasonable time interval between successive submittals.

(e) The Contractor shall deliver to the Employer electronic copies of all documents which are to be reviewed by the Employer, in addition to delivering paper copies to the Employer. The review period begins when the Employer have received both paper and electronic copies of the documents.

(f) After receipt by the Employer of any document for which an Employer review is required in accordance with Clause 20.2(b), the Employer shall notify the Contractor of the results of its review of the document and the modifications, if any, which the Employer requires within the period referred to in Clause 20.2(b). If the Employer fails to notify the Contractor within that period, the Employer will be deemed to have no comments. If the Contractor receives the Employer's comments after the relevant review period, any extra costs associated with incorporating the Employer's comments shall be treated as a Variation under Clause 41 unless such comment(s) are to identify designs or work or materials which are not in compliance with this Contract.

(g) The Contractor shall at its sole cost and expense modify the document to take the Employer's comments into account and re-submit it in accordance with Clause 20.2(a).

(h) The Contractor shall comply with the terms of any Employer approved document and shall not depart from the terms of any Employer approved document unless the Contractor has first submitted to the Employer an amended document and obtained written approval of same from the Employer.

(i) Approval or review, or failure to approve or review of any documents by the Employer or any other person shall not release the Contractor from, or modify any of its obligations or liabilities under the Contract and shall not entitle the Contractor to any extension of time, adjustment of the Contract Price or any other form of relief or compensation.

20.3 The Contractor shall be solely responsible for compliance with the Technical Requirements and the Contractor's own engineering design standards, and for any discrepancies, errors or omissions in the design and engineering documents prepared by itself, or on its behalf, irrespective of whether such documents have been reviewed by the Employer.

**Approval/Review of documents by Government Authorities**

20.4 (a) If according to applicable Law, the detailed design and engineering provided by the Contractor must be reviewed, approved, certified or agreed by any Government Authority, the Contractor shall take any necessary actions to have the detailed design and engineering reviewed, approved, certified or agreed so that the progress of the Works and the achievement of Provisional Acceptance is not delayed.

(b) If any Government Authority requires the detailed design and engineering provided by the Contractor to be modified, amended or corrected, the Contractor shall make any such modifications, amendments or corrections to the detailed design and engineering and shall immediately notify the Employer and the Independent Engineer thereof. The Employer shall have the right, acting reasonably, to approve the modifications, amendments or corrections or to require the Contractor to propose for the Employer's approval alternative modifications, amendments or corrections. The Employer will be acting reasonably if it withholds approval to any modification, amendment or correction which in the reasonable opinion of the Employer might delay the achievement of Provisional Acceptance or prejudice the achievement of the Performance Guarantees or result in the Facilities not meeting the Standards and Specifications.

(c) The Contractor shall perform the obligations set out in this Clause 20.4 at its own cost.

## 21. PROCUREMENT

**Transportation**

21.1 (a) The Contractor shall, at its sole cost and expense, transport all Equipment and Construction Equipment to the Sites. In selecting the mode of transportation to be used for the Equipment and the Construction Equipment, the Contractor shall comply with the Technical Requirements and take into account the requirements of the insurers.

(b) Upon dispatch of each shipment of Equipment and Construction Equipment, the Contractor shall notify the Employer of the detailed description of the Equipment and the Construction Equipment included in the shipment, the point and means of dispatch and the estimated times and points of delivery at the Sites. The Contractor must submit to the Employer without delay all relevant shipping documents as may be requested by the Employer.

(c) The Contractor shall be responsible for obtaining, if necessary, all Government Approvals required for the transportation of the Equipment and the Construction Equipment to the Sites.

(d) The Contractor will be responsible at its own cost for the repair or re-instatement of any road or structure that is damaged as a result of the transportation of the Equipment or the Construction Equipment to Site. The Contractor shall indemnify and hold harmless the Employer from and against all Losses and Liabilities arising due to damage to any road or other structure caused by the Contractor transporting the Equipment or the Construction Equipment to the Sites.

**Procedures**

21.2 The Contractor shall comply with the procurement procedures set out in the Technical Requirements.

## 22. CONSTRUCTION

**Arrangement of Works /supervision/labour**

22.1 (a) The Contractor shall be responsible for the true and proper arrangement of the Works including bench marks, reference marks and lines. The Contractor shall at its sole cost provide to the Employer a copy of each document showing the arrangement of the Works. If, at any time during the progress of the Works, any error appears in the position, levelling or alignment of the Works, the Contractor shall notify the Employer of the error and, at its sole cost and expense, immediately rectify the error to the satisfaction of the Employer.

(b) The Contractor shall perform or provide all necessary supervision during the performance of the Works, and shall ensure that appropriate Key Personnel be constantly on the Sites to provide full-time supervision of the Works. The Contractor shall provide and shall employ technical personnel who are skilled and experienced in their respective trade/professions, and supervisory staff who are competent to render adequate supervision to the work which they are assigned to supervise.

(c) (i) The Contractor shall provide and employ on the Sites in the performance of the Works all skilled, semi-skilled and unskilled labour as is necessary for the proper and timely performance of the Works.

(ii) The Contractor shall be responsible for the recruitment, transportation, accommodation, catering and payment of all labour (local or expatriate) required for the performance of the Works.

(iii) The Contractor shall be solely responsible for its employees and other workers and shall comply at all times with all applicable Laws relating to its employees and other workers. The Contractor will be liable for and will indemnify the Employer from and against any Losses and Liabilities arising out of or connected with any failure or default by the Contractor to comply with any applicable Law.

(iv) The Contractor shall be solely responsible for the remuneration, annual sick leave, long service leave, public holidays, redundancy payments, social security contributions (including but not limited to those payable to IKA) or any other similar benefits under any Law which apply in respect of Contractor's employees and shall ensure that the Subcontractors are similarly responsible in respect of their employees.

(v) The Contractor shall, at all times during the progress of the Works, use its best endeavours to prevent any unlawful, improper or disorderly conduct or behaviour by or amongst its own and its Subcontractors' employees.

(vi) The Contractor shall, in all dealings with its own and its Subcontractors' employees, pay due regard to all applicable statutory holidays in the Country.

**Construction Equipment**

22.2 (a) All Construction Equipment brought by the Contractor on the Sites shall be used exclusively for the performance of the Works. The Contractor shall not remove from the Sites any Construction Equipment without the prior approval of the Employer, such approval not to be unreasonably withheld.

(b) The Contractor shall, at its sole cost and expense, immediately remove from the Sites all Construction Equipment and surplus materials supplied by the Contractor or any of its Subcontractors:

(i) unless otherwise specified in this Contract, upon completion of the Works; and

(ii) when required by Law.

(c) The Contractor shall, upon request by the Employer, notify the Employer of the name and address of the owner of any Construction Equipment used in the Works at any Site and hired by the Contractor or its Subcontractors or held by the Contractor or its Subcontractors under an agreement whereby ownership or property rights in the Construction Equipment is vested wholly or partly in any third party other than an Affiliate of the Contractor or its Subcontractors. The Employer may, in order to avoid seizure by the owner of Construction Equipment, pay to such owner the amount of any rent, overdue instalment or other sums payable by the Contractor. The amount paid by the Employer in so doing shall be a debt due and payable by the Contractor to the Employer on demand, which the Employer shall be entitled to set-off with any and all payments due to the Contractor by the Employer under this Contract or otherwise.

**Site Regulations /Airport Regulations**

22.3 The Contractor shall prepare and submit to the Employer, at least 30 days before the Contractor proposes to commence any part of the Works on the Sites, proposed Site regulations for the Employer's approval setting out the rules to be observed in the performance of the Works at the Sites and which comply with the requirements of this Contract, including those set out in the Technical Requirements. The Employer shall either approve or reject with reasons the proposed Site regulations within 30 days of its receipt. If the Employer does not respond to the Contractor within 30 days of its receipt of the proposed Site regulations, the Employer shall be deemed to have approved the proposed Site regulations. If the Employer rejects the proposed Site regulations, the Contractor must amend the Site regulations to comply with the requirements of the Employer. The Contractor must then resubmit the Site regulations to the Employer for approval within the period required by the Employer. The procedure in this Clause 22.3 must be repeated until the Employer approves the Site regulations.

22.4 The Contractor shall:

(a) comply with the Site regulations;

(b) ensure that any Subcontractor to whom any of the Works are subcontracted complies with the Site regulations;

(c) not amend the Site regulations without the prior written approval of the Employer; and

(d) allow the Employer's Representative (and any other persons appointed or approved by the Employer) unrestricted access to inspect and audit the Contractor's compliance with the Site regulations.

22.5 If the Contractor fails to comply with the Site regulations, the Employer may give notice to the Contractor which sets out details of that failure and directs the Contractor to comply with the Site regulations within the period set forth in that notice.

**Work of other Contractors**

22.6 The Contractor shall, upon request from the Employer, give all reasonable opportunities to any other contractors employed by the Employer and/or by the State on or near the Sites to enable those

other contractors to perform their work. The Contractor shall at all times and otherwise in accordance with the requirements and directions of the Employer:

(a) take all reasonable steps to plan, co-ordinate and programme and, to the extent physically feasible, without significantly impacting the Program, integrate the performance of the Works with the activities of other contractors employed by the Employer and/or by the State on or near the Sites;

(b) liaise, consult and co-operate with the authorised representatives of all other contractors employed by the Employer and/or by the State on or near the Sites;

(c) attend such co-ordination meetings called by the Employer to plan, review and determine co-ordinated activities for the management of interfaces between the performance by the Contractor of the Works and the work of the other contractors;

(d) exercise all reasonable endeavours in performing the Works so as to minimize any interference with or hindrance of the Employer's and/or the State's other contractors or the performance of the work of these other contractors;

(e) refrain from carrying out any activities on the part of the Sites occupied by the Contractor (or doing anything on any other part of the Sites over which the Contractor has access) that is likely to damage the work of the other contractors;

(f) co-operate with the Employer and with the State and the other contractors to promote and to foster a co-ordinated and integrated approach to the Works and the work of the other contractors.

22.7 The Employer shall advise the Contractor in advance of any other contractors of the Employer and/or of the State working on or near the part of the Sites occupied by the Contractor and the Employer will cause all information relating to the activities of the other contractors reasonably required by the Contractor in order for the Contractor to perform its obligations under 22.6(a) to (f) to be provided to the Contractor within a reasonable time after the Contractor requests such information.

**Emergency work**

22.8 (a) If, by reason of an emergency arising in connection with and during the performance of the Works, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately perform that work at its sole cost and expense.

(b) If the Contractor is unable or unwilling to carry out such emergency work immediately, the Employer may himelf perform or engage a third party to perform that work in order to prevent damage to the Works. If the work done or caused to be done by the Employer is work which the Contractor was obliged to carry out at its own expense under this Contract, the costs incurred by the Employer as a result thereof shall be deemed a debt due and payable by the Contractor to the Employer on demand which the Employer shall be entitled to set-off with any and all payments due to the Contractor by the Employer under this Contract or otherwise..

**Site clearance**

22.9 (a) The Contractor must at all times keep the Sites and any areas leading to or adjacent to the Sites free from all unnecessary materials and other obstructions which have been brought onto the Sites or any areas leading to or adjacent to the Sites, and must store or remove any surplus materials, clear away from the part of the Sites and away from any areas leading to or adjacent to the Sites any wreckage, rubbish or temporary works which have been brought onto the Sites or any areas leading to or adjacent to the Sites, by the Contractor or its Subcontractors and shall generally maintain the Sites in a clean and safe condition in accordance with Best Industry Practice.

(b) Within thirty days after the Date of Provisional Acceptance, the Contractor shall clear away and remove from the Sites and any areas leading to or adjacent to the Site any Construction Equipment, means of transportation, goods, materials, any wreckage, rubbish and debris of any kind which have been brought onto the Sites or any areas leading to or adjacent to the Sites, by the Contractor or its Subcontractors and shall thoroughly clean the Facilities, removing all accumulations of dust, scrap, waste, oil, grease, weld splatter, insulation, paint and other foreign substances, and leave the Sites and the Facilities in a clean and safe condition in accordance with Best Industry Practice.

**Adjacent Utilities**

22.10 The Contractor shall do all things necessary to protect any and all parallel, converging and intersecting electric lines and poles, telephone lines and poles, highways, waterways, railroads, sewer lines, oil, water and gas pipelines, drainage ditches, culverts and any and all property of persons from loss or damage as result of its performance of the Works. In the event that any such property is damaged or destroyed by the Contractor or its Subcontractors in the course of the performance of the Works, the Contractor shall at its own expense and liability, repair, rebuild, restore or replace such damaged or destroyed property to the reasonable satisfaction of the owner of that property or otherwise compensate such owner.

**Site security and lighting**

22.11 The Contractor must provide and maintain at its sole cost and expense in accordance with all applicable Law and regulations all temporary lighting, fencing and security when and where necessary for the proper performance and the protection of the Works and the safety of the Employer and occupiers of adjacent property and the public as set out in the Technical Requirements.

**Things of value or of Heritage and significance**

22.12 Any things of value or of Heritage significance or otherwise of special interest found on or in or adjacent to the Site will be the property of the relevant Government Authority. Where such an item is found the Contractor must:

(a) immediately notify the Employer;

(b) protect the item and not disturb it further;

(c) comply with any instruction of the Employer and/or of the State in relation to the item; and

(d) comply with any Laws in relation to that item, including in relation to its preservation or handling, and the notification of the finding to any relevant Government Authority.

**Protection of Heritage/Antiquities**

22.13 The Contractor shall, and shall ensure that its Subcontractors, consultants and suppliers and its and their employees and agents comply with all Laws relating to things of value or of Heritage significance applicable in the Country.

22.14 The Contractor shall perform in the areas where the Works are to be undertaken Archaeological Test Excavations or use other suitable means to investigate the data collected to determine the existence or otherwise of Antiquities. The cost of performance of Archaeological Test Excavations and/or for the performance of geophysical surveys shall be for the account of the Contractor and are included in the Contract Price. Any other expense for additional Archaeological Test Excavations or for archaeological investigations and for the monitoring of the related works and excavations shall be borne by the Employer and the State in accordance with the applicable legislation.

At least seven (7) days prior to any Archaeological Test Excavations the Contractor shall notify each of the relevant Government Authority responsible for supervising such tests, the Employer and the State who may each attend such Archaeological Test Excavations. The Employer shall use its best efforts to assist the Contractor in all its works, surveys, and investigations related to Archaeological Test Excavations as well as in the monitoring associated with such works, surveys and investigations.

22.15 The Contractor shall, upon ascertaining the existence of Antiquities during any of the Works, notify the relevant Government Authority, the Employer, the Independent Engineer and the archaeological service and suspend immediately all Works in the area of the Antiquities, and at the same time take all necessary measures for the preservation and safekeeping of such Antiquities until the relevant Government Authority takes responsibility for such in accordance with the applicable Laws.

22.16 After evaluation of the Antiquities by the relevant Government Authority, instructions shall be issued to the Contractor either for the continuation of the Works, or for their suspension for the performance of archaeological investigations by the relevant Government Authority, or for the temporary suspension of the Works in the area where Antiquities were discovered for the time period during which the archaeological service will conduct archaeological investigations by its own means and at the expense of the State.

22.17 An aggregate delay of more than [•] months to the Works due to works related to Antiquities uncovered during the Works shall constitute an Event of Delay.

22.18 Every Antiquity is the exclusive property of the State.

## 23. TESTS AND INSPECTIONS

23.1 The Contractor shall, at its sole cost and expense, carry out at the place of manufacture and/or on the Sites all tests other than the Performance Tests (which will be performed in accordance with Clause 26) and/or inspections of the Equipment and any part of the Works as specified in this Contract, the Quality Assurance Plan or as required by any applicable Laws or Best Industry Practice, and as necessary to ensure that the Works are carried out in accordance with this Contract.

23.2 The Employer and the Employer's Representative and the Independent Engineer and each of their nominees shall be entitled to attend any test and/or inspection by their appointed duly authorised and designated inspector(s).

23.3 The Contractor shall afford the Employer and his Representative and the Independent Engineer and each of their nominees access or shall procure such access, at any time to any place where the Equipment is being manufactured or the Works are being performed in order to inspect the progress and the manner of manufacture or construction, provided that the Employer gives the Contractor reasonable prior notice.

23.4 Whenever the Contractor is ready to carry out any test and/or inspection, the Contractor shall give reasonable advance notice (and in any event at least 14 days notice) to the Employer and his Representative and to the Independent Engineer of the test and/or inspection and of the place and time for the test and/or inspection. The Contractor shall obtain from any relevant Subcontractor, third party or manufacturer any necessary permission or consent to enable inspector(s) appointed by the Employer and his Representative and by the Independent Engineer to attend the test and/or inspection.

23.5 The Contractor shall furnish the Employer and his Representative with a certified report of the results of any test and/or inspection and any other data relating to the test and/or inspection.

23.6 If the Employer's or his Representative's inspector(s) fail to attend the test and/or inspection, or if it is agreed between the parties that any or all of the Employer's and his Representative's inspector(s) will not attend, then the Contractor may proceed with the test and/or inspection in the absence of the Employer's or his Representative's inspector(s), as the case may be, and provide the Employer and his Representative with a certified report of the results.

23.7 The Employer may ask the Contractor to carry out any test and/or inspection not described in this Contract. The Contractor's reasonable extra costs necessarily incurred, which shall not include head office or corporate overheads, profit or loss of profit, in the carrying out of the test and/or inspection will be added to the Contract Price only if the test shows that the relevant Works conform with the requirements of the Contract, otherwise all such costs will be borne by the Contractor.

23.8 All measuring instruments used to test the Works, including the Equipment, shall be in compliance with the Technical Requirements.

**Failure of a test**

23.9 If any Equipment or any part of the Works fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Equipment or part of the Works to the Employer's satisfaction and shall repeat the test and/or inspection upon giving a notice under Clause 23.4.

**Effect of tests**

23.10 The Contractor agrees that neither the execution of a test and/or inspection of the Equipment or any other part of the Works, nor the attendance by the Employer's or his Representative's inspector(s) nor the issue of any test report pursuant to Clause 23.5, nor monitoring or inspection of any kind shall release the Contractor from any other responsibilities under this Contract or from any of the Contractor's obligations or liabilities under this Contract.

**No covering up**

23.11 No part of the Works are to be covered up on the Sites without carrying out any test and/or inspection required under this Contract. The Contractor must give reasonable notice to the Employer (and in any event at least 7 days' notice) whenever any part of the Works are ready or about to be ready for test and/or inspection prior to that part of the Works being covered up.

23.12 The Contractor shall uncover any part of the Works or make openings in or through the same as the Employer may from time to time require at the Sites and must reinstate and make good such part.

23.13 If any parts of the Works have been covered up at the Sites after compliance with the notice and testing and/or inspection requirements of Clause 23.11 and are required by the Employer to be uncovered and are found to have been performed in accordance with the Contract, the Contractor's reasonable extra costs, which do not include head office or corporate overheads, profit or loss of profit, necessarily incurred in uncovering, making openings in or through, reinstating and making good the same will be added to the Contract Price. If the part of the Works is found not to have been performed in accordance with the Contract or the Contractor has failed to comply with the notice and testing and/or inspection requirements of Clause 23.11, the Contractor, shall bear all of the costs of uncovering, repairing, replacing, rectifying and reinstating the Works.

**Additional testing and inspection requirements**

23.14 The Contractor shall also comply with any other requirements of the Employer in relation to testing and inspection as set out in the Technical Requirements.

## 24. NON-OPERATIONAL WORKS ACCEPTANCE

(Non – Applicable)

## 25. MECHANICAL COMPLETION, PRE-COMMISSIONING AND COMMISSIONING

**Pre-commissioning**

25.1 The Contractor will:

(i) carry out the Pre-commissioning of the Facilities; and then

(ii) achieve Mechanical Completion of the Facilities; and then

(iii) carry out the Commissioning of the Facilities.

25.2 The Contractor shall comply with the Employer's requirements and procedures as determined by the Employer in relation to Pre-commissioning as set out in the Technical Requirements.

25.3 As soon as all work in respect of Pre-commissioning is completed the Contractor shall give notice of same to the Employer.

**Mechanical Completion**

25.4 When the Contractor has completed the Pre-commissioning of the Facilities and is satisfied that all the requirements for Mechanical Completion have been satisfied, the Contractor will give notice to the Employer. The Contractor shall comply with the Employer's requirements and procedures in relation to achieving Mechanical Completion as set out in the Technical Requirements.

25.5 If the Employer is satisfied that Mechanical Completion has been achieved, he will issue a Certificate of Mechanical Completion to the Contractor.

25.6 If the Employer is not satisfied that Mechanical Completion has been achieved, he will notify the Contractor in writing of the reasons why Mechanical Completion has not been achieved. The Contractor must correct the defects and/or deficiencies notified by the Employer and complete any unfinished work which prevents Mechanical Completion from being achieved and the procedure described in Clause 25.4 must be repeated until the Employer issues a Certificate of Mechanical Completion.

**Commissioning**

25.7 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor after achieving Mechanical Completion and completing Pre-commissioning and will be carried out in accordance with the Technical Requirements.

## 26. PERFORMANCE TESTS

26.1 (a) When the Contractor considers that Commissioning has been successfully completed, the Facilities are able to be operated under stable conditions and all the requirements for Provisional Acceptance (other than the requirement listed in paragraph (f) and (m) of the definition of Provisional Acceptance and those other requirements which cannot be fulfilled until after the Performance Tests have been passed) have been satisfied, the Contractor shall give notice to the Employer that the Facilities are ready for the Performance Tests to be carried out.

(b) The Employer shall, as soon as reasonably practicable, after receipt of a notice under Clause 26.1(a), issue a notice to the Contractor specifying the date for commencement of the relevant Performance Tests.

**Procedures and Guidelines**

26.2 (a) The Performance Tests shall be conducted by the Contractor after Commissioning to ascertain whether the Facilities can meet the Performance Guarantees.

(b) All Performance Tests shall be conducted in accordance with the Performance Test Schedule, Best Industry Practice and the Technical Requirements. The Performance Tests and all other Terms and Conditions of this Contract, applicable standards, Laws, and Government Approvals shall, subject to Clauses 7.4 and 8.5 be accomplished at no additional cost or expense to the Employer.

(c) The Facilities shall not be operated during any Performance Test in excess of:

(i) the limits allowed by any Equipment manufacturer to maintain its warranty;

(ii) the limits imposed by the Law and Government Approvals; and

(iii) the limits stated in the Technical Requirements.

(d) The Contractor hereby agrees that the Employer and his Representative may monitor the conduct of the Performance Testing to ensure compliance with the terms and conditions of this Contract.

(e) The Contractor hereby agrees that an inspection pursuant to Clause 26.2(d) by the Employer or the Employer's Representative shall not release the Contractor from any responsibilities under this Contract, including meeting the Performance Guarantees.

(f) The Employer or the Contractor is entitled to order the cessation of any Performance Test if the continuation of such Performance Test is, in the reasonable opinion of the Contractor or the Employer, as applicable, likely to:

(i) result in damage to the Works, or other property or personal injury; or

(ii) violate the terms specified in relevant Environmental Laws, in the Approved Environmental Terms or Government Approvals.

(g) If the Works or any part thereof fails to pass a Performance Test (or any repetition thereof in the event of prior failure) or if a Performance Test is stopped before its completion, such Performance Test must, subject to 24 hours prior notice having been given by the Contractor to the Employer, be repeated as soon as practicable. All appropriate adjustments and modifications are to be made by the Contractor to the Facilities with all reasonable expedience and at its sole cost and expense before the repetition of any Performance Test.

(h) The results of each Performance Test must be presented in a written report produced by the Contractor and delivered to the Employer and his Representative within five days of the completion of such Performance Test. The results will be evaluated by the Employer.

## 27. PROVISIONAL ACCEPTANCE

27.1 (a) As soon as the Facilities, in the opinion of the Contractor, achieve Provisional Acceptance the Contractor shall give a notice thereof to the Employer.

(b) The Employer shall, promptly, and no later than 30 days after receipt of the Contractor's notice under Clause 27.1(a), either issue a Certificate of Provisional Acceptance in the form specified in Appendix [●] stating that the Facilities have reached Provisional Acceptance or notify the Contractor of any defects and/or deficiencies.

(c) If the Employer notifies the Contractor of any defects and/or deficiencies in the Facilities, or that for any other stated reason the Works have not reached the stage of Provisional Acceptance in accordance with the Contract, the Contractor must then correct those defects and/or deficiencies and the procedures described in Clauses 27.1(a) and (b) must be repeated until the Employer issues a Certificate of Provisional Acceptance.

(d) Notwithstanding any other provision in this Contract, no use or occupancy of the Sites, the Works or the Facilities by the Employer, whether during the Performance Tests or otherwise, in any way constitutes an acknowledgment by the Employer that Provisional Acceptance has occurred, nor does it serve to release the Contractor from any of its obligations or liabilities under this Contract.

(e) Upon the issue of the Certificate of Provisional Acceptance the Contractor shall hand over care, custody and control of the Facilities to the Employer.

## 28. GENERAL REPRESENTATIONS AND WARRANTIES

28.1 The Contractor hereby makes the following representations and warranties to the Employer each of which the Contractor further covenants, warrants and represents are true and correct as of the date of this Contract and shall remain true and correct for the entire duration of the term of this Contract:

(a) it has been duly incorporated under the laws of Greece, and is validly existing under those laws and has the power and authority to carry on its business in its jurisdiction of incorporation;

(b) it has requisite power and authority to enter into this Contract and comply with its obligations;

(c) this Contract and the transactions under same do not contravene its constituent documents or any Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;

(d) it has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions under same;

(e) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms thereof;

(f) it is not in breach of any Law or obligation affecting it or its assets in a way which may result in a materially adverse effect on its business or financial standing;

(g) there is no pending or threatened proceeding affecting the Contractor or any of its assets that would affect the validity or enforceability of this Contract, the ability of the Contractor to fulfil its commitments under this Contract in any material respect, or that could result in any materially adverse change in the business or financial standing of the Contractor;

(h) there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;

(i) it has the necessary skills and experience to perform the Works in accordance with this Contract;

(j) it owns or has the right to use all Intellectual Property necessary to perform its obligations under this Contract; and

(k) it is fully aware of the provisions of the Concession Agreement.

## 29. WARRANTIES

**Contractor's warranties**

29.1 Without prejudice to any other warranties expressed elsewhere in this Contract, and notwithstanding any inclusion of the Employer's documents in this Contract (including the Technical Requirements) or any approval given or withheld by the Employer under this Contract, the Contractor warrants that:

(a) the Works will be performed and the Facilities will be constructed in accordance with Best Industry Practice;

(b) the Works will be performed in a timely and professional manner in accordance with its obligations (both express and implied) under this Contract and all applicable Laws and Government Approvals;

(c) the Works and the Facilities will be constructed strictly in accordance with and shall comply with the requirements of this Contract and shall be fit for the purpose described in this Contract;

(d) the Works will be performed in accordance with the Technical Requirements for the Contract Price and will achieve Provisional Acceptance by the Date of Provisional Acceptance with the highest regard for safety and protection of the environment;

(e) the Works will comprise only Equipment that is new and unused, fit for the purpose and of a quality reasonably expected in the international construction and design industry, free from material defects and deficiencies of any kind, and free from any encumbrance or lien;

(f) the Equipment shall conform to the Technical Requirements and, without derogating from the Contractor's obligations under Clause 22, shall be delivered to the Sites with all government permits authorising the use of the Equipment in the relevant Country;

(g) the Contractor shall not use any materials in the performance of the Works which are generally regarded as being deleterious or undesirable;

(h) it has fully considered the Site Conditions and has taken, and will continue to take, the Site Conditions fully into account in the performance of the Works;

(i) without limiting the Contractor's obligations under Clauses 7.1 and 7.5, the Works and the Facilities will comply with all applicable Laws at the Date of Provisional Acceptance; and

(j) it has the skills, resources, expertise and capacity to fully perform all of its obligations (both express and implied) in accordance with this Contract.

## 30. COMPLETION GUARANTEE

30.1 The Contractor hereby guarantees that it will achieve Provisional Acceptance by the Date of Provisional Acceptance.

30.2 If the Contractor fails to achieve Provisional Acceptance by the Date of Provisional Acceptance, the Contractor shall pay to the Employer Delay Liquidated Damages at the applicable rate specified in Appendix [●].

30.3 The Employer may invoice the Contractor for Delay Liquidated Damages as they become payable by the Contractor under this Contract. Delay Liquidated Damages shall be paid to the Employer within 30 days from the date of the invoice by the Employer.

30.4 The parties agree that the Delay Liquidated Damages are a fair and reasonable pre-estimate of the damages likely to be sustained by the Employer as a result of Contractor's failure to achieve Provisional Acceptance by the Date of Provisional Acceptance.

30.5 The payment of Delay Liquidated Damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under this Contract.

30.6 The aggregate liability of the Contractor for Delay Liquidated Damages under Clause 30.2 shall not exceed the amount specified in Clause 34.2.

30.7 If this Clause 30 (or any part thereof) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Employer from claiming Delay Liquidated Damages, the Employer shall be entitled to claim against the Contractor for damages at law for delay in achieving Provisional Acceptance. Those damages shall not exceed the amount specified in Clause 34.2.

30.8 The Contractor shall not be entitled to the benefit of exclusion under Clause 34.1 in any claim for damages at law by the Employer against the Contractor made pursuant to Clause 30.7.

## 31. PERFORMANCE GUARANTEE

### Performance Guarantees

31.1 The Contractor guarantees that the Facilities will meet the Performance Guarantees. The Contractor will prove that the Performance Guarantees have been met during the Performance Tests. The Contractor will have no liability under this Clause 31 if it meets the Performance Guarantees during the Performance Tests.

31.2 The Contractor acknowledges and agrees that its obligation to achieve the Performance Guarantees is an absolute obligation under this Contract which is not subject to any liquidated damages, minimum performance requirements or other forms or relief or acceptance whereby the Contractor may be entitled to achieve something less than the required Performance Guarantees, other than where the Employer has exercised its option under Clause 31.5.

31.3 The Contractor's obligation to meet the Performance Guarantees is not subject to the limitations set forth in Clauses 34.1 and 34.2.

### Performance Guarantees not met

31.4 If the Performance Guarantees are not met, the Contractor must, at its own cost and expense, make changes, modifications and/or additions to the Facilities or any part thereof as may be necessary to meet the Performance Guarantees. The Contractor must notify the Employer upon completion of the necessary changes, modifications and/or additions and must, subject to the Employer's rights under Clause 45, repeat the Performance Tests until the Performance Guarantees have been met.

### Employer's Option and Performance Liquidated Damages

31.5 If, at any time after the Date of Provisional Acceptance, the Performance Guarantees have not been met but the Minimum Performance Guarantees have been met, the Employer in its sole and absolute discretion may by notice in writing to the Contractor waive the Contractor's obligation to

meet the Performance Guarantees and instead require the Contractor to pay Performance Liquidated Damages based on the results of the most recent Performance Tests.

31.6 Performance Liquidated Damages must be paid to the Employer within 30 days from the date of the Employer's notice under Clause 31.5 unless the Employer owes other amounts to the Contractor, in which case the Performance Liquidated Damages may be set off against such amounts.

31.7 The parties agree that the Performance Liquidated Damages are a fair and reasonable pre-estimate of the damages likely to be sustained by the Employer as a result of Contractor's failure to meet the Performance Guarantees.

31.8 The payment of Performance Liquidated Damages is in complete satisfaction of the Contractor's obligation to achieve the Performance Guarantees. Upon the payment of the Performance Liquidated Damages by the Contractor, and, provided all other conditions for achieving Provisional Acceptance have been satisfied, the Employer shall issue the Certificate of Provisional Acceptance.

31.9 The Contractor's obligation with respect to the payment of Performance Liquidated Damages is in addition to any liability of the Contractor for Delay Liquidated Damages under Clause 30.

31.10 If this Clause 31 (or any part thereof) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Employer from claiming Performance Liquidated Damages, the Employer is entitled to claim against the Contractor for damages at law for the Contractor's failure to meet the Performance Guarantees.

31.11 The Contractor is not entitled to the benefit of the exclusion under Clause 34.1 in any claim for damages at law by the Employer against the Contractor pursuant to Clause 31.10.

31.12 Notwithstanding the Contractor's payment of Performance Liquidated Damages and the Employer's issuance of the Certificate of Provisional Acceptance, the Employer shall upon request of the Contractor make available to the latter access to the Facilities, at such reasonable times which shall not interfere with the commercial operation thereof, for the purpose of the Contractor making changes, modifications and/or additions to the Facilities in order to meet the Performance Guarantees.

31.13 If the Contractor decides to make changes, modifications and/or additions to the Facilities in order to meet the Performance Guarantees, it shall first agree those changes, modifications and/or additions with the Employer and thereafter shall notify the Employer upon completion of all necessary changes, modifications and/or additions and repeat the Performance Tests to demonstrate the improved performance of the Facilities.

31.14 If, as a result of the changes, modifications and/or additions to the Facilities made by the Contractor the performance of the Facilities improves from the results evidenced by the Performance Test referred to in Clause 31.5, the Employer shall recalculate the Performance Liquidated Damages based on the later Performance Test and repay to the Contractor that portion of the Performance Liquidated Damages which would not have been payable by the Contractor had the results of the later Performance Test been achieved in the Performance Test referred to in Clause 31.5.

31.15 The Employer's obligations (other than any accrued obligation to repay Performance Liquidated Damages) and the Contractor's rights under Clauses 31.12, 31.13 and 31.14 shall cease upon the later of [●] months after the Employer's notice under Clause 31.5 and the Contractor being provided access to the Facilities for [●] days in aggregate.

## 32. DEFECTS AND LATENT DEFECTS

32.1 In addition to all other representations, warranties and guarantees expressed in this Contract, the Contractor hereby guarantees that the Facilities shall be free from all Defects.

32.2 If, during the Defects Liability Period, any Defect is found, and if during the Latent Defects Liability Period any Latent Defect is found, the Contractor shall, at such times as the Employer reasonably requires and in a manner which shall not interfere with the commercial operation of the Facilities, promptly and at the Contractor's sole cost and expense, repair, replace or otherwise make good (as the Employer shall reasonably determine) the Defect or Latent Defect, as the case may be, as well as any damage to the Facilities caused by the Defect or Latent Defect, as the case may be. The Contractor shall bear all incidental costs, including any and all costs of removal, associated with such repair, replacement or remedy. The Defects Liability Period (but not the Latent Defects Liability Period) will recommence from the date of completion of such repair, replacement or other remedy in respect of the part(s) of the Facilities so repaired, replaced or otherwise remedied.

32.3 The Contractor shall not be responsible for the repair, replacement or remedy of any Defect or Latent Defect, or of any damage to the Facility, proven to be the direct result of:

(a) improper operation or maintenance of the Facilities by the Employer, except where such operation or maintenance was in accordance with the Operation Manual and the Maintenance Manual;

(b) operation of the Facilities outside the specifications provided in this Contract, except where such operation was in accordance with the Operation Manual and the Maintenance Manual; and

(c) normal wear and tear with reference to the nature and use of the Facilities.

32.4 Subject to Clause 32.2, the Employer shall grant to the Contractor all necessary access to the Facilities and the Sites to enable the Contractor to perform its obligations under this Clause 32.

32.5 The Contractor may, with the consent of the Employer, remove from the Sites any Equipment or any part of the Facilities which is Defective if the nature of the Defect, Latent Defect and/or any damage to the Facilities caused by the Defect or Latent Defect, as the case may be, is such that repairs cannot be expeditiously carried out at the Sites. Notwithstanding any such removal, the Contractor shall still carry out any actions required to remedy the Defect or Latent Defect in accordance with the requirements of the Employer and in a manner which causes as little disruption to the operation of the Facilities as possible.

32.6 (a) If the repair, replacement or making good of a Defect or Latent Defect is of such nature that the Employer believes, in its sole discretion, may affect the efficiency of the Facilities, the Employer may invite the Contractor in writing to prove to the Employer's reasonable satisfaction and at the Contractor's sole cost and expense that after completion of the remedial work the Facilities will still be capable of meeting the Performance Guarantees and the same level of performance achieved at the time of Provisional Acceptance.

(b) If the Contractor is unable to satisfy the Employer, the Contractor shall, at its sole cost and expense, carry out further repair, replacement or remedy (as the case may be) until the Employer is satisfied.

32.7 If the Contractor fails to commence the remedial work necessary to remedy the Defect or Latent Defect, as the case may be, or any damage to the Facilities caused by the Defect or Latent Defect, as the case may be, within a reasonable time, as determined by the Employer, the Employer may proceed to do or cause to be done, such remedial work, and all costs, including incidental costs, incurred by the Employer shall be deemed a debt due and payable by the Contractor to the Employer on demand.

32.8 If the Facilities or any part thereof cannot be used by reason of the Defect, Latent Defect and/or remedial work in respect of the Defect or Latent Defect, the Defects Liability Period, or the Latent Defects Liability Period, of the Facilities or the part thereof, as the case may be, shall be extended by a period equal to the period during which the Facilities or the part thereof cannot be used by the Employer due to any of the above reasons.

## 33. FINAL ACCEPTANCE

33.1 The Contractor shall notify the Employer when the Contractor considers that Final Acceptance of the Works has been achieved.

33.2 Upon receipt of the Contractor's notice under Clause 33.1 the Employer, if it considers that the Contractor has satisfactorily performed all of its obligations under and in accordance with this Contract, including the satisfactory performance by the Contractor of its obligations during the Defects Liability Period, the Employer shall issue the Certificate of Final Acceptance. If not, the Employer shall notify the Contractor of the reasons why Final Acceptance has not been achieved and the Contractor shall, at its exclusive cost and responsibility, perform whatever remedial actions are necessary and repeat the foregoing process until such time as the Employer is enabled to issue a Certificate of Final Acceptance.

## 34. LIABILITY

### Consequential loss

34.1 Without prejudice to the Employer's right to recover liquidated damages or damages at law for delay under Clause 30 and liquidated damages or damages at law for performance under Clause 31, neither party is liable to the other in any way for loss of use, loss of profit, loss of production or business interruption or for any kind of indirect or consequential loss or damage, which is connected with any claim arising under this Contract or the subject matter of this Contract.

### Contractor's liability

34.2 The total liability of the Contractor to the Employer under this Contract shall not exceed [●]% of the Contract Price and subject thereto the Contractor's aggregate liability for Delay Liquidated Damages under Clause 30 will not exceed [●]% of the Contract Price.

Clause 34.2 does not limit the liability of the Contractor:

(a) under Clauses 13.6, 37.1 and 50;

(b) in cases of fraud, wilful misconduct, gross negligence or illegal or unlawful acts; or

(c) in the case of termination of the Contract pursuant to Clause 45.2(a) ,

and any liability of the Contractor incurred in connection with the above listed circumstances shall not count towards the limitation of liability set out in this Clause 34.2.

## 35. TRANSFER OF OWNERSHIP AND RISK

35.1 The ownership of Equipment shall be transferred to the Employer on the earlier of:

(a) delivery of the relevant item of Equipment to the Site; and

(b) the Employer making a payment in accordance with Clause 10.4(d) where the value of that payment includes all or part of the relevant item of Equipment.

35.2 The ownership of and risk of loss in the Construction Equipment used by the Contractor and its Subcontractors in connection with the Works remains with the Contractor or its Subcontractors.

35.3 The ownership of any Equipment in excess of the requirements for the Works, other than the Commissioning Spares, will revert to the Contractor on the Date of Provisional Acceptance or at such earlier time when the Employer and the Contractor agree in writing that the item of Equipment in question is no longer required for the Works.

**Warranty of Title**

35.4 The Contractor warrants good title to all Equipment which should be vested in the Employer under Clause 35.1.

**No Lien**

35.5 The Contractor shall procure that title to all Equipment vested in the Employer under Clause 35.1 is free and remains free from any lien, charge, pledge or other interest and that no person other than the Employer shall have any claim to title to the Equipment and the Contractor irrevocably waives any and all liens, charges, pledge or other interests that it may have with respect to the Equipment.

35.6 If, notwithstanding Clause 35.5, any Equipment is subject or becomes subject to any lien, charge, pledge or other interest, the Employer may discharge the lien, charge, pledge or other interest and recover all costs and expenses thereby incurred from the Contractor on demand. The Contractor shall indemnify the Employer against any Losses and Liabilities that it may incur as result of any such liens, charges, pledge or other interests.

35.7 The Contractor shall have no right of retention or to refuse delivery of Equipment the title of which has passed to the Employer under Clause 35.1.

**Removal of Component Parts**

35.8 The Contractor shall not remove any Equipment from the Site without the permission of the Employer unless the Contractor has replaced that Equipment in accordance with this Contract for the purpose of remedying a Defect. Any Equipment removed from the Site shall remain property of the Employer.

**Items in Possession of Contractor**

35.9 All items of Employer property in the possession of the Contractor other than property on the Site shall be:

(a) suitably marked or clearly identified as property of the Employer; and

(b) as far as possible segregated from other property.

**Risk in the Works**

35.10 Notwithstanding the transfer of ownership of the Equipment, the responsibility for care and custody together with the risk of loss or damage to the Works remains with the Contractor pursuant to Clause 36 until the Date of Provisional Acceptance.

## 36. CARE OF WORKS

36.1 The Contractor shall be responsible for the care and custody of all Works until the Date of Provisional Acceptance, and must make good at its own cost and expense any loss or damage that may

occur to the Works, the Equipment and the Facilities from any cause whatsoever during that period and must do so in accordance with any manufacturers' recommendations and the requirements of this Contract. The Contractor shall also be responsible for any loss or damage to the Works, the Equipment and the Facilities caused by the Contractor or its Subcontractors in the course of any work performed pursuant to Clause 32.

36.2 Notwithstanding Clause 36.1, the Contractor shall not be liable for any loss or damage to the Works, the Equipment and the Facility or that part thereof caused by reason of any Excepted Risk.

36.3 Subject to Clause 38.2, if the Employer requests under Clause 41.3 that the Contractor make good any loss or damage to the Works, the Equipment or the Facility caused by an Excepted Risk, the Contractor shall immediately make good the same at the cost of the Employer in accordance with Clauses 41.9 through 41.11. If the Employer does not request the Contractor to make good any loss or damage to the Works, the Equipment or the Facility caused by an Excepted Risk, the Employer may either request a Variation in accordance with Clause 41 excluding the performance of that part of the Works lost, destroyed or damaged or, where the loss or damage affects a substantial part of the Works, terminate this Contract pursuant to Clause 45.2(d).

36.4 The Contractor shall be liable for any loss of or damage to any Construction Equipment, or any other property of the Contractor used or intended to be used for the purposes of the Works, regardless of the cause of the damage, including if the damage is caused by an Expected Risk.

## 37. INDEMNITIES

37.1 The Contractor shall be liable for and shall save, indemnify, defend and hold harmless the Employer from and against any and all Losses and Liabilities, other than Losses and Liabilities for which the Contractor is indemnified against pursuant to 12.2 and Appendix [●], in respect of:

(a) loss of or damage to property of the Contractor or any Affiliate of the Contractor whether owned, hired, leased or otherwise provided by the Contractor or any Affiliate of the Contractor arising from, relating to or in connection with the performance or non-performance of this Contract and irrespective of the fault or negligence of the Employer or any of the Employer's Affiliates;

(b) personal injury including death or disease to any person employed by the Contractor or any Affiliate of the Contractor arising from, relating to or in connection with the performance or non-performance of this Contract and irrespective of the fault or negligence of the Employer or any of the Employer's Affiliates;

(c) personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by or contributed to by the negligence or breach of duty (whether statutory or otherwise) of the Contractor or the Contractor's Affiliates;

(d) pollution emanating or arising from or in connection with the Construction Equipment or arising from or in connection with the Works prior to the Date of Provisional Acceptance; and

(e) any breach of Law by the Contractor or any Affiliate of the Contractor arising from, relating to or in connection with the performance or non-performance of this Contract.

**Survival**

37.2 The indemnities required by this Clause 37 shall survive the termination or expiry of the Contract.

## 38. INSURANCE

**Insurance policies to be effected by the Employer and the Contractor**

38.1 The Employer and the Contractor will effect and maintain, or cause to be effected and maintained, the insurance policies listed in Appendix [●] within a time period of [●] days/months as of signing of the present Contract and each will comply fully with the other obligations contained in Appendix [●]. All insurance policies will be placed with insurers in compliance with all applicable Laws.

**Insurance claim procedures**

38.2 The Contractor and the Employer shall promptly and in accordance with the time periods set out in the relevant insurance policies notify in writing each other and the relevant insurer of any occurrence or incident likely to give rise to a claim under the policies referred to in this Contract or of any other matter or thing in respect of which notice should be given by the Contractor or the Employer (as the case may be) to the relevant insurers. Thereafter, the Contractor or the Employer (as the case may be) shall give all such information and assistance as may be reasonably practicable in all the circumstances.

## 39. SITE CONDITIONS

**Site conditions**

39.1 The Contractor hereby acknowledges that it has investigated the Site to the full extent necessary to perform its obligations under this Contract and is fully familiar and satisfied with the Site Conditions.

**No adjustment**

39.2 The Contractor hereby acknowledges that it will not be entitled to any increase in the Contract Price or any extension to the Date of Provisional Acceptance based in whole or in part upon any discrepancy between the actual Site Conditions encountered by the Contractor during the progress of the Works and those Site Conditions which the Contractor anticipated, or could have anticipated, at the date of this Contract.

## 40. FORCE MAJEURE

**Force Majeure**

40.1 N/A

**Notice of Force Majeure**

40.2 If either party's ability to perform its obligations under this Contract is affected by an event of Force Majeure, such party shall within 3 days, upon acknowledging of such event and ascertaining that it will affect its performance hereunder, give written notice to the other party stating the nature of the event, its anticipated duration and effect upon the performance of such party's obligations, and any action being taken to avoid or minimize its effect. The burden of proof for the occurrence of an event of Force Majeure shall be on the party claiming Force Majeure pursuant to this Clause 40.2.

**Period of Force Majeure Suspension or Delay**

40.3 The suspension or delay of performance due to an event of Force Majeure shall be of no greater scope and no longer duration than is caused by the event of Force Majeure. The excused party shall

use its best efforts to continue to perform its obligations under the Contract, to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform as soon as possible. The excused party shall give the other party written notice as soon as the event of Force Majeure has ceased to affect the performance of the excused party, stating when such performance will resume, which shall be as soon as possible.

**Certain Obligations Not Excused**

40.4 A party may not invoke Force Majeure:

(a) as an excuse or reason to delay the payment of any sum under this Contract;

(b) for any economic hardship or for lack of money, credit or markets;

(c) if the Force Majeure is the result of a breach by the party seeking to invoke Force Majeure of a permit, certificate, license or approval or of any applicable Laws; or

(d) if the party seeking to invoke Force Majeure has failed to use all commercially reasonable efforts to prevent the Force Majeure.

**Employer May Recommend Contractor to Take Action**

40.5 If, within a reasonable time after a Force Majeure occurrence that has caused the Contractor to suspend or delay performance of any part of the Work, the Employer has by written notice to the Contractor identified and recommended action to be undertaken by the Contractor at the expense of the Employer or otherwise to remove or relieve either the Force Majeure occurrence or its direct or indirect effects and the Contractor has failed to take such action, the Employer may, in its sole discretion and after written notice to the Contractor, initiate such reasonable measures as will be designed to remove or relieve such Force Majeure occurrence or its direct or indirect effects and thereafter by written notice to the Contractor require the Contractor to resume full or partial performance of the Works. Such measures shall be undertaken at the Employer's sole cost and expense except to the extent the Contractor's failure to take such measures results in expense in addition to what the Employer would have incurred under this Clause 40.5 had the Contractor taken such measures, which additional expense shall be deemed a debt due and payable by the Contractor to the Employer on demand.

**Change to the Date of Provisional Acceptance**

40.6 If an event of Force Majeure occurs then, subject to the Contractor's compliance with this Clause 40:

(a) the Date of Provisional Acceptance shall be extended in accordance with Clause 42 by a period equal to the amount of time reasonably determined by the Employer to be necessary to allow for the delay caused to the Contractor's critical path items as identified in the Program; and

(b) the Program and the Imminent Works Implementation Time Schedule shall be adjusted as appropriate to reflect the new Date of Provisional Acceptance.

**Contractor's Remedies for Force Majeure**

40.7 Extension of the Date of Provisional Acceptance and adjustments of the Program and Imminent Works Implementation Time Schedule, if any, shall be Contractor's sole remedies as a result of an event of Force Majeure. For the avoidance of doubt, the Contractor shall have no entitlement to any

addition to the Contract Price or any right to receive any additional sums from the Employer as a result of an event of Force Majeure.

**Duty to Avoid**

40.8 Each party shall take all reasonable measures to anticipate and avoid Force Majeure events, wherever possible, and keep the other fully informed of all potential Force Majeure situations, particularly potential strikes and labour disturbances, to enable the Parties to consult and plan to take steps to mitigate their effect on the Works.

**Force Majeure Recognition**

40.9 Notwithstanding the above, for the purposes of this Contract as Force Majeure Events are considered only the Events that have been recognized as such by the State and no other event.

## 41. VARIATIONS

**General**

41.1 The Contractor shall not perform a Variation except as directed by the Employer.

41.2 No Variation shall invalidate this Contract. The Contractor hereby agrees that a Variation may involve the omission of any part or parts of the Works and the Contractor hereby agrees that the Employer may engage others to perform that part or parts of the Works which have been omitted. The Contractor further acknowledges that any omission or omissions will not constitute a basis to allege that the Employer has repudiated this Contract no matter the extent or timing of the omission.

**Ordering a Variation**

41.3 The Employer, subject to this Clause 41, may direct a Variation by providing the Contractor with a written notice thereof, and the Contractor shall perform and be bound by such Variation.

41.4 The Contractor may propose to the Employer any Variation which the Contractor considers desirable to improve the quality, efficiency or safety of the Facilities to levels greater than those stated or reasonably inferred from the Technical Requirements. The Employer may, in its absolute discretion, approve or reject any Variation proposed by the Contractor. Any approval of a Variation must be notified to the Contractor in accordance with Clause 41.3.

41.5 Notwithstanding Clauses 41.3 and 41.4, a Variation made necessary due to any act, omission or default of the Contractor in the performance of its obligations under this Contract shall not result in any payment to the Contractor, any increase to the Contract Price or any extension of time.

41.6 Either Party may give notice to the other of the need for a Variation which is necessary in order to enable the Contractor to comply with any Change in Law in which event:

(a) the Parties must meet within six (6) days to consult in respect of the Change in Law and any Variation required as a consequence;

(b) within fourteen (14) days after the meeting referred to in Clause 41.6(a) above, the Employer must, if a Variation is required in order to comply with the Change in Law, issue a written notice and the provisions of this Clause 41 are to apply.

**Detailed particulars**

41.7 Within 10 days of receipt of the direction referred to in Clauses 41.3 and 41.6 the Contractor shall prepare and submit to the Employer a statement setting out:

(a) detailed particulars of the Variation;

(b) the work required or no longer required;

(c) a valuation of the increase or decrease in the Contract Price;

(d) any requisite adjustment to the Date of Provisional Acceptance; and

(e) any proposed modifications to this Contract and/or any effect such Variation would have on the Works and/or on any other provisions of this Contract.

The Contractor shall be bound by the information provided by it on the basis that it constitutes an offer, irrevocable for the period specified in the offer (such period to be no less than three months) to undertake the Variation on the terms of the information provided. If the Employer provides the Contractor with a further direction approving such Variation in accordance with the terms of the statement prepared by the Contractor within the period specified that direction shall constitute an acceptance of the Contractor's offer and the parties are to be taken to have agreed to vary the Works.

Notwithstanding the above, the Contractor shall be entitled to a Variation only under the condition that the State has accepted and approved such Variation to the benefit of the Employer

41.8 If a Variation would, in the reasonable opinion of the Contractor, prejudice the ability of the Facilities to achieve the Performance Guarantees then the Contractor shall immediately notify the Employer of its justified concern and specify the effect that the Variation will have on the relevant component of the Performance Guarantees. The Employer shall, as soon as practicable and in any case no later than [●] days as of relevant notification either:

(a) withdraw the Variation;

(b) instruct the Contractor to proceed and confirm that it accepts the alteration to the Performance Guarantees; or

(c) instruct the Contractor to proceed and confirm that the Performance Guarantees shall not be altered, subject to Clause 41.18.

**Payment Basis**

41.9 The Employer may authorize the Contractor to execute the Variation on a fixed lump sum price basis or on a time and cost (reimbursable) basis. For Variations completed on a time and cost (reimbursable) basis, the Contractor must have timesheets that include labour, equipment, and materials charged to the Variation signed on a daily basis by a representative authorized by the Employer. The Contractor shall track and report the cost of all Variations completed on a time and cost (reimbursable) basis as compared to the original estimate.

41.10 The valuation of the Variation shall be calculated as follows:

(a) in accordance with the unit rates set out in Appendix [●], if any;

(b) where the unit rates are not applicable, the parties shall endeavour to agree on the valuation; or

(c) failing agreement under Clause 41.10(a) or (b), the Employer may direct the Variation to proceed subject to Clause 41.18.

41.11 In determining the deduction to the Contract Price to be made for work or services which are omitted from this Contract, or for a Variation which results in a cost saving to the Contractor, the deduction must include a reasonable amount for overhead and profit which is assumed to be in the aggregate [●]%.

41.12 Any reasonable extra costs necessarily incurred by the Contractor for delay or disruption as a consequence of a Variation (if any) may include reasonable home office overhead and profit, which is assumed to be in the aggregate [●]%, unless the valuation is based on the unit rates in Appendix [●], which are deemed to include overhead and profit.

41.13 All costs associated with preparing a valuation and a Variation are to be borne by the Contractor, including those Variations that are not executed.

**Reduction of Date of Provisional Acceptance for Variations**

41.14 If a Variation results in a reduction of the time required to complete the Works, the Employer may determine a reasonable reduction of time and notify the Contractor of the revised Date of Provisional Acceptance.

**Conditions precedent**

41.15 It is a condition precedent to the Contractor being entitled to any payment (in accordance with this Contract or otherwise at law) in relation to any Variation that the Contractor has been directed to perform under Clause 41.7.

**Exclusive Remedy**

41.16 The adjustment to the Date of Provisional Acceptance and the increase in the Contract Price (where the Variation increases it) approved by the Employer pursuant to Clause 41.7 is the Contractor's sole and exclusive remedy for any cost or delay as a result of the relevant Variation.

**Normal Design Developments**

41.17 The parties hereby agree that Normal Design Developments, whether made at the Employer's request or on the Contractor's initiative, do not constitute extra or additional Works entitling the Contractor to a Variation.

**Variation Dispute**

41.18 If the Employer and Contractor are unable to agree on the valuation of the Variation or the alteration of a Performance Guarantee as a result of the Variation or a revision to the Date of Provisional Acceptance as a result of the Variation, the Employer may direct the Contractor in writing to proceed with the Variation and the Contractor agrees to proceed with the Variation while the Employer shall reinvestigate Contractor's argumentations and shall respond, as soon as practicable with final approval, disapproval or comments.

## 42. EXTENSION OF TIME

**Notice**

42.1 The Contractor must give notice to the Employer of all incidents and/or events of whatsoever nature affecting or likely to affect the progress of the Works as soon as reasonably practicable and in any event within three days of becoming aware of the incidents and/or events.

42.2 Within 10 days after an event described in Clause 42.1 has first arisen the Contractor must give a further notice to the Employer which shall include:

(a) the material circumstances of the event including the cause or causes;

(b) the nature and extent of any delay;

(c) the corrective action already undertaken or to be undertaken;

(d) the effect on the Critical Path noted on the Program;

(e) the period, if any, by which in its opinion the Date of Provisional Acceptance should be extended; and

(f) a statement that the notice is pursuant to this Clause 42.2.

42.3 Where an event described in Clause 42.1 has a continuing effect or where the Contractor is unable to determine whether the effect of such event will actually cause delay to the progress of the Works so that it is not practicable for the Contractor to give notice in accordance with Clause 42.2, a statement to that effect with reasons together with interim written particulars (including details of the likely consequences of such event on progress of the Works and an estimate of the likelihood or likely extent of the delay) must be submitted in place of the notice required under Clause 42.2. The Contractor shall then submit to the Employer, at intervals of no greater than 10 days, further interim written particulars until the actual delay caused (if any) is ascertainable, whereupon the Contractor must, as soon as practicable but in any event within 10 days of ascertaining the actual delay caused, give a final notice to the Employer including the particulars set out in Clause 42.2.

**Causes of delay**

42.4 Subject to the other provisions of this Clause 42, the Contractor shall be entitled to an extension of time to the Date of Provisional Acceptance as the Employer assesses, where a delay to the progress of the Works is caused by any of the following events (and, for the avoidance of doubt, in no other circumstances), whether occurring before, on or after the Date of Provisional Acceptance ( "Events of Delay"):

(a) any breach or default by the Employer of its express obligations set forth in the Contract or any other act of prevention by the Employer;

(b) a Variation, except where that Variation is caused by an act, omission or default of the Contractor or its Subcontractors, agents or employees;

(c) a suspension of the Works pursuant to Clause 44, except where that suspension is caused by an act, omission or default of the Contractor or its Subcontractors, agents or employees;

(d) an event of Force Majeure;

(e) the Contractor's compliance with Clauses 22.12 or 22.13,

and in any case provided that the Critical Path noted on the Program is affected in a manner which might reasonably be expected to result in a delay to the Works reaching Provisional Acceptance by the Date of Provisional Acceptance and that, notwithstanding the Critical Path analysis, such delay is likely to actually occur.

If an Event of Delay occurs, the Employer, after approval of the State, may agree as an alternative to granting the requested extension or part thereof:

either to accept any proposed measures of Event of Delay Make-up submitted by the Contractor, with the proposed Acceleration Cost;

or, if the Contractor has not proposed such measures, to ask the Contractor to propose measures for an Event of Delay Make-up together with an Acceleration Cost.

**Extension of time**

42.5 Notwithstanding any other provisions of this Clause 42 but subject to Article 21.2.2(g) of the Concession Agreement, the Employer may, in its sole and absolute discretion, at any time make a fair and reasonable extension to the Date of Provisional Acceptance, under the condition that the State accepts such extension.

**Best endeavours**

42.6 The Contractor shall constantly use its best endeavours to avoid any delay in the progress of the Works.

**Conditions precedent**

42.7 If the Contractor fails to submit the notices required under Clauses 42.1, 42.2 and 42.3 within the times required then:

(a) the Contractor has no entitlement to an extension of time; and

(b) the Contractor must comply with its obligations to perform the Works by the Date of Provisional Acceptance and in accordance with the Program.

**Concurrent delays**

42.8 If there are two or more concurrent causes of delay and at least one of those delays would not entitle the Contractor to an extension of time under this Clause 42 then, to the extent of that concurrency, the Contractor is not entitled to an extension of time.

**Acceleration**

42.9 The Employer may direct the Contractor to accelerate the Works for any reason including as an alternative to granting an extension of time to the Date of Provisional Acceptance or any other milestone as Employer may consider appropriate.

The Contractor will be entitled to all reasonable extra costs necessarily incurred by the Contractor in complying with an acceleration direction under Clause 42.9, except where the direction was issued as a consequence of the failure of the Contractor to fulfil its obligations under this Contract. The Employer shall assess and decide as soon as reasonably practical, the reasonable extra costs necessarily incurred by the Contractor, The Acceleration Cost to be paid by the Employer, including any general expenses, cannot exceed x (x%) of the cost of the affected Works. The VAT on the Acceleration Cost shall be for the account of the Employer.

The cost of the affected Works is calculated by determining the percentage of the total Works that the affected Works represent and calculating the corresponding percentage of the total cost of such Works. Subject to the above limitation, the amount of the Acceleration Cost and the schedule for its payment shall be established in a separate agreement between the Employer and the Contractor.

The Contractor, if so requested by the Employer, is obligated to accept an Event of Delay Make-up with a duration equal to or less than three (3) months. An Event of Delay Make-up of a longer term may be agreed between the Contractor and the Employer.

**Adjustment to the Imminent Works Implementation Time Schedule**

42.10 If an extension of time is granted pursuant to Clause 42.4 or Clause 42.5 the Imminent Works Implementation Time Schedule and the Program shall be adjusted as necessary.

## 43. DELAY COSTS

43.1 Subject to Clause 40.7, where the Contractor has been granted an extension of time for a delay pursuant to Clause 42.4, and has necessarily incurred extra cost as a direct consequence of the delay, the Contractor must give to the Employer notice of its claim for delay costs at the same time as the notice referred to in Clause 42.2 or the final notice in Clause 42.3 (as the case may be), including all available particulars and supporting documentation and a statement that it is a notice pursuant to this Clause 43.1.

43.2 Delay costs in connection with extensions of time pursuant to:

(a) Clause 42.4(b) must be dealt with under Clause 41.10 only; and

(b) Clause 42.4(c) must be dealt with under Clause 44.5 only.

43.3 It is a condition precedent of the Contractor's entitlement to recover any amount representing extra costs necessarily incurred under Clause 43.1 that the Contractor provide the notices referred to in Clause 43.1. If the Contractor fails to provide the notices referred to in Clause 43.1 the Contractor shall have no entitlement to receive any additional payment from the Employer or any addition to the Contract Price.

43.4 The sums payable under this Clause 43 shall be the Contractor's sole entitlement to compensation for delay or disruption, including, delay or disruption caused by the Employer, whether in breach of contract or otherwise and is in substitution for and excludes the Contractor's rights and remedies at common law (including the right to recover damages for breach of contract or otherwise).

## 44. SUSPENSION- SUSPENSION BY THE EMPLOYER

44.1 Subject to Article 21.2.2(g) of the Concession Agreement, the Employer may in its absolute discretion, by notice to the Contractor, order the Contractor to suspend performance of all or any of its obligations under this Contract. The notice must specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons for the suspension. Subject to Clause 44.2, the Contractor must upon receipt of a notice from the Employer to do so, immediately suspend performance of the obligation specified until directed to resume performance of that obligation by the Employer.

**Actions upon suspension and resumption**

44.2 Upon the Employer's notice of suspension, the Contractor shall take all measures necessary to protect and secure that part of the Works executed up to the date of the suspension and provide for the protection of persons and other property to extent reasonably required.

44.3 Upon the Employer's notice to resume performance of an obligation which has been suspended, the Contractor shall promptly resume that part of the Works and make good any deterioration in the Works that may have occurred during the period of suspension.

**Suspension by the Contractor**

44.4 The Contractor is not entitled to suspend performance or terminate this Contract even in the cases where the Employer is withholding payment as a result of, or in connection with, a Dispute and the parties are seeking to resolve the Dispute in accordance with the procedures set out in Clause 49.

**Extension of time and delay costs**

44.5 If the Contractor's performance of its obligations is suspended pursuant to this Clause 44:

(a) by reason of the Contractor's default or breach of this Contract, the Contractor shall have no entitlement to receive any extension of time or payment of any additional costs;

(b) for any other reason, then:

(i) the Date of Provisional Acceptance may be extended in accordance with Clause 42;

(ii) any delay costs incurred by the Contractor as a direct result of the suspension may be payable pursuant to Clause 43; and

(iii) the costs reasonably incurred by the Contractor in complying with its obligations under Clauses 44.2 and 44.3 shall be paid by the Employer to the Contractor in addition to the Contract Price.

**No removal from Site**

44.6 During any period of suspension or any period of Force Majeure, the Contractor shall not remove from the Site or allow to be removed from the Site, any Equipment, any part of the Facility or any Construction Equipment, without the prior consent of the Employer.

## 45. TERMINATION

**Termination for Contractor's default**

45.1 The Employer may, without prejudice to any other rights or remedies it may possess, immediately terminate this Contract by giving a notice of termination to the Contractor referring to this Clause 45.1 if:

(a) the Contractor commits or suffers an Act of Bankruptcy;

(b) the Contractor is in breach of Clause 46;

(c) the Contractor is in breach of Clause 50.1;

(d) the Contractor's liability under this Contract would (but for those limits) exceed any of the limits set out in Clause 34.2; or

(e) the Contractor has not achieved Provisional Acceptance and the Contractor becomes liable for Delay Liquidated Damages up to the aggregate liability specified in Appendix [●];

45.2 If the Contractor:

(a) has without valid reason failed to perform the Works promptly or has suspended the progress of the Works without due cause for more than 15 days; or

(b) refuses or is unable to provide sufficient materials, services or labour which, in the reasonable opinion of the Employer, makes the Contractor unable to perform and complete the Works in the manner specified in the Program at rates of progress that give reasonable assurance to the Employer that the Contractor can achieve Provisional Acceptance by the Date of Provisional Acceptance; or

(c) commits a material breach of any provision of the Contract, or

(d) in the occurrence of reasons of national security

then the Employer may, without prejudice to any other rights it may have under this Contract or at law, give a notice to the Contractor stating the nature of the default, and requiring the Contractor to remedy the default. If the Contractor fails to remedy the default within 15 days of its receipt of that notice (or within any other time as the parties may agree), then the Employer may immediately terminate this Contract by giving a notice of termination to the Contractor which refers to this Clause 45.2.

**Termination for Employer's convenience**

(d) The Employer may at any time and in its absolute discretion immediately terminate this Contract for its convenience by giving the Contractor a notice of termination which refers to this Clause 45.2(d).

(e) The Concession Agreement is terminated by the Employer due to the State.

**Termination for Extensive Force Majeure Event**

45.3 In case of termination of the Concession Agreement for Extensive Force Majeure Event and/or if an occurrence of Force Majeure causes the suspension of the whole of the Works for a period exceeding [X] continuous days then, notwithstanding any extension to the Date of Provisional Acceptance pursuant to Clause 40.6, either party may give to the other thirty (30) days notice to terminate this Contract. If, at the end of that period of notice the Force Majeure is continuing, this Contract shall terminate.

**Procedure on termination**

45.4 Upon receipt or service of a notice of termination (as applicable) under Clauses 45.1, 45.2, 45.2(d), Appendix [●] or 45.3, the Contractor must either immediately or upon any date as is specified in the notice of termination:

(a) cease all further work, except for any work the Employer may specify in the notice of termination;

(b) terminate all subcontracts, except those to be assigned or novated to the Employer in accordance with paragraph (d) below;

(c) deliver to the Employer the parts of the Works performed by the Contractor up to the date of termination;

(d) to the extent legally possible assign or novate to the Employer all rights, title and benefit of the Contractor to the Works and in the Equipment as at the date of termination, and, as may be requested by the Employer, in any subcontracts between the Contractor and its Subcontractors; and

(e) deliver to the Employer all documents prepared by the Contractor in connection with the Works as of the date of termination.

45.5 Upon termination of this Contract the Employer shall be entitled, if the Contractor is on the Sites, to enter upon the Sites and expel the Contractor and the Employer may complete the Works itself or by employing any third party.

45.6 If this Contract is terminated pursuant to Clause 45.1 or 45.2, the Employer may, to the exclusion of any right of the Contractor, take over and use, without payment to the Contractor, any Construction Equipment which is owned by the Contractor and which is on the Sites in connection with the Works for any reasonable period as the Employer considers necessary for the performance and completion of the Works. Upon completion of the Works, the Employer shall give a notice to the Contractor that the Construction Equipment will be returned to the Contractor at or near the Sites. The Contractor must then without delay and at its sole cost and expense remove it from the Sites.

**Payment on Termination**

45.7 If this Contract is terminated:

(a) pursuant to Clause 45.1 or 45.2:

(i) the Contractor is liable to the Employer for the amount by which all costs and expenses paid to any replacement contractor to complete the Works (**Additional Completion Costs**) when aggregated with payments already made to the Contractor exceed the Contract Price;

(ii) if the Additional Completion Costs when aggregated with payments already made to the Contractor are less than the Contract Price, the Employer shall be liable to pay to the Contractor up to the extent of any such shortfall the amount attributable to the Works performed as at the date of termination and the reasonable costs of any additional works required by the Employer in its notice of termination which have been completed, less the aggregate of all previous payments allocated to the Works;

(iii) no payment will be due to the Contractor pursuant to Clause 45.7(a) until the cost of completing the Works has been determined by the Employer;

(iv) any amount due to the Contractor from the Employer or from the Contractor to the Employer as the case may be as described above will be deemed to be a debt due and payable within 30 days of receipt of a written demand from the party entitled to receive the relevant payment;

(b) under Clause 45.2(d) or Appendix [●] the Contractor is entitled to be paid:

(i) the portion of the Contract Price attributable to the Works performed as at the date of termination,

(ii) the reasonable costs of any additional works required by the Employer in its notice of termination which have been completed; and

(iii) the reasonable costs necessarily incurred by the Contractor in complying with Clause 45.4;

less

the aggregate of all previous payments allocated to the Works.

(c) under Clause 45.3 the Contractor is entitled to be paid:

(i) the portion of the Contract Price attributable to the Works performed as at the date of termination;

(ii) the reasonable costs of any additional works required by the Employer in its notice of termination which have been completed;

(iii) the reasonable documented costs necessarily incurred by the Contractor in complying with Clause 45.4;

less

(iv) the aggregate of all previous payments allocated to the Works.

45.8 Any sums due to the Employer from the Contractor accruing prior to the date of termination will be deducted from the amount to be paid to the Contractor in accordance with Clause 45.7.

**Termination generally**

45.9 Payment of the sums referred to in Clause 45.7 shall be the sole and exclusive liability of the Employer and the sole and exclusive remedy of the Contractor with respect to the termination of this Contract.

45.10 Termination by the Employer under Clauses 45.1, 45.2 and 45.3 is without prejudice to any other rights or remedies which may be exercised by the Employer, including the right to claim for damages at law for those costs, losses and expenses arising out of the relevant event or termination taking for this purpose into account any and all obligations of the Employer under the Concession Agreement.

45.11 Notwithstanding anything herein to the contrary, the Contractor shall not be entitled to any amounts in respect of lost profits in respect of unexecuted work or services at the time of this Contract's termination.

## 46. ASSIGNMENT

46.1 Except as approved in writing by the Employer, neither this Contract nor any right, interest or claim under this Contract nor any sum or sums which may become due or owing to the Contractor as a result of the Contractor's performance of the Works, may be assigned, transferred, pledged, charged or mortgaged by the Contractor.

46.2 The Employer may, without the consent of the Contractor, assign, transfer, pledge, mortgage or charge its rights and interests under this Contract as security in favour of the Lenders in connection with obtaining financing for the Project.

## 47. FINANCING NOT USED

## 48. ACCOUNTS AND AUDITING

48.1 The Contractor shall maintain its books, records and accounts relating to the Works in accordance with generally accepted accounting principles and practices and shall preserve these books, records and accounts, and all documents related thereto, for a minimum period ending five (5) years after the Date of Final Acceptance.

48.2 From the Commencement Date for a period ending five (5) years after the Date of Final Acceptance, the Employer shall have the right at all reasonable times (upon at least five (5) days'

written notice) to inspect and audit all financial records, books and accounts regarding the Works prepared by or in the possession or control of the Contractor at the place where such records, books and accounts are normally kept, solely for the purposes of verifying the correctness of amounts paid to the Contractor under this Contract which are in addition to the Contract Price as at the Commencement Date.

48.3 In the event that any such audit identifies any amount that was paid to the Contractor under this Contract that should not have been paid, the Employer may deduct or set off any such amount from amounts due to the Contractor or recover the same as a debt under this Contract.

## 49. DISPUTE RESOLUTION

Any disputes that may arise between the Employer and the Contractor will be resolved under the procedure mentioned in the Appendix [●]

## 50. CORRUPT PRACTICES

50.1 The Contractor shall comply, and shall cause its personnel and its Subcontractors, Affiliates, officers, employees, agents and representatives to comply, with the provisions of all applicable Laws and this Contract regarding bribery of public officials and other persons, including as set out in this Clause 50.

50.2 The Contractor acknowledges that under applicable Law and under this Contract it, and its personnel and its Subcontractors, Affiliates, officers, employees, agents and representatives, is prohibited from making payment or giving anything of value either directly or indirectly to an official of a Government Authority for the purposes of influencing an act or decision by his Government Authority.

50.3 The Contractor, and its personnel and its Subcontractors, Affiliates, officers, employees, agents and representatives, shall not make any payment or give anything of value either directly or indirectly to any representative, advisor, agent or employee of the Employer for the purposes of influencing an act or decision by the Employer.

50.4 The Contractor shall defend, indemnify and hold the Employer harmless from any breach by the Contractor or by its personnel or its Subcontractors, Affiliates, officers, employees, agents or representatives of the obligations set forth in this Clause 50.

## 51. CONTRACTOR REMEDIES

Except as expressly provided in this Contract, the Contractor shall have no rights, whether at law or under or pursuant to this Contract or otherwise, to any extension of the time limits contained in this Contract or to any adjustment to the Contract Price or to claim any additional sums or other forms of relief or to treat this Contract as terminated.

## 52. WAIVER

52.1 The rights of each party under this Contract:

(a) may be exercised as often as necessary;

(b) unless otherwise expressly provided in this Contract and subject to Clause 51, are cumulative and not exclusive of rights and remedies provided by law; and

(c) may be waived only in writing and specifically.

52.2 Delay in exercising or non-exercising of any such right is not a waiver of that right.

52.3 A waiver (whether express or implied) by one of the parties of any of the provisions of this Contract or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of this Contract not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this Contract.

## 53. THIRD PARTY RIGHTS

Except as expressly stated in this Agreement and subject to State's rights as per the Concession Agreement, a person which is not a party to this Contract may not enforce any of its terms.

## 54. NOTICES

54.1 Any notice or other communication to be given under this Contract must be in writing, which includes fax and email, and may be delivered or sent by post, fax, email or, in relation to engineering and other design documentation only, pursuant to a common engineering document management system as contemplated by Clause 54.9, to the party to be served at its address appearing in this Clause 54.

54.2 Notices shall be sent to the Employer's Representative at:

[Address]
[Fax]
[E-mail address]

For the attention of: [ ]

54.3 Notices shall be sent to the Contractor's Representative at:

[Address]
[Fax]
[E-mail address]

For the attention of: [ ]

54.4 Any party may change the delivery address for notices by notifying the other party of the new details.

54.5 Any notice or other document sent by post shall be sent by prepaid first class post if the notice is being sent within a single country or by prepaid courier (if elsewhere).

54.6 Any notice or other document sent by email shall be sent as an email attaching the actual notice or other document in a non-editable PDF format. No notice or other document shall be sent in the body of an email.

54.7 Any notice or other formal communication shall be deemed to have been given:

(a) if delivered, at the time of delivery; or

(b) if posted, at 10.00 a.m. on the second Business Day after it was put into post; or

(c) if sent by fax, on the date of transmission, if transmitted before 3.00 p.m. on any Business Day, and in any other case on the Business Day following the date of transmission; or

(d) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

54.8 In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid first class post or by prepaid courier, as the case may be, that the fax was properly addressed and transmitted or that the e-mail was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's e-mail system, as the case may be.

54.9 The parties may agree to establish a common engineering document management system for the exchange of engineering and other design documentation only. Should such a system be established, any document posted on the system shall be deemed to have been given to the other party upon the other party's receipt of an email informing that party that the relevant document has been posted on the system.

## 55. REPRESENTATIONS

55.1 Each party acknowledges that, in agreeing to enter into this Contract, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those repeated in this Contract) made by or on behalf of any other party at any time before the signature of this Contract. Each party waives all rights and remedies which, except for this Clause 55.1, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

55.2 Nothing in Clause 55.1 limits or excludes any liability for fraud.

## 56. RELATIONSHIP OF THE PARTIES

Nothing in this Contract shall be deemed to constitute a partnership between the parties nor render any party the agent of the other party for any purpose, unless this Contract expressly provides to the contrary.

## 57. ENTIRE AGREEMENT

This Contract contains the whole agreement between the parties relating to the transactions contemplated by this Contract and supercedes all previous agreements between the parties relating to the subject matter of this Contract. Except as mandatorily required by applicable Law, no terms shall be implied (whether by custom, usage or otherwise) into this Contract.

## 58. FURTHER ASSURANCE

Each party agrees, upon the request of the other party, to execute any documents and take any further steps as may be reasonably necessary in order to implement and give full effect to this Contract.

## 59. SEVERABILITY

The provisions contained in each Clause, subclause and paragraph of this Contract shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

## 60. COSTS

Each of the parties shall pay its own costs and expenses of and incidental to the negotiation, preparation and completion of this Contract.

## 61. AMENDMENTS

61.1 Subject to Clause 41, any amendment of this Contract shall not be binding on the parties unless set out in writing, expressed to vary this Contract, and signed by authorised representatives of each of the parties.

61.2 The Contractor acknowledges and accepts that the Contract may not be amended or replaced nor may the parties waive any rights therein without the prior written consent of the State such consent not to be unreasonably withheld or delayed.

## 62. LANGUAGE

The language of this Contract and the transactions envisaged by it is English and all notices, demands, requests, statements, certificates or other documents or communications shall be in English unless otherwise agreed in writing. If this Contract or any related documents are translated into another language, the English version shall prevail.

## 63. SURVIVAL

Any provision of this Contract which expressly or impliedly contemplates performance subsequent to termination of this Contract, including this Clause 63, shall survive such termination and continue in full force and effect.

## 64. GOVERNING LAW

This Contract and any non-contractual obligations or liabilities arising out of or in connection with it shall be governed by and in accordance with the laws of Greece, as in force from time to time.

**IN WITNESS** of which this Contract has been executed and has been delivered as a deed on the date which appears first on page 1.

Signatories

| | | |
|---|---|---|
| **EXECUTED by** | ) | |
| **"[Full corporate name of the Employer - concessionaire in relation to Cluster A]"** | ) | |
| **acting by:** | ) | |
| | ) | |
| **Signature** | ) | **Signature** |
| | ) | |
| | ) | |
| **Name (block letters)** | ) | **Name (block letters)** |
| **EXECUTED by** | ) | |
| **[●]** | ) | |
| **acting by:** | ) | |

| | | |
|---|---|---|
| ..... | ) | ..... |
| **Signature** | ) | **Signature** |
| | ) | |
| ..... | ) | ..... |
| **Name (block letters)** | ) | **Name (block letters)** |