



**ThPA SA**  
**THESSALONIKI PORT AUTHORITY**  
**PUBLIC LIMITED COMPANY**

**INTERIM FINANCIAL STATEMENTS**  
**ACCORDING TO THE INTERNATIONAL**  
**FINANCIAL REPORTING ACCOUNTING STANDARDS (I.F.R.S.)**  
**FOR THE FISCAL YEAR THAT EXPIRED ON THE 30.06.2006**

**THESSALONIKI, AUGUST 10, 2006**

**THESSALONIKI PORT AUTHORITY S.A.**  
**Interim Financial Statements**  
**of the fiscal year from January 1, 2006 to June 30, 2006**  
**according to the International Financial Reporting Accounting Standards**  
**(Amounts in Euros)**

It is certified that the attached Interim Financial Statements are those that were approved by the Board of Directors of "ThPA SA" on 08.08.2006 and published by being uploaded on the internet, at the site address [www.thpa.gr](http://www.thpa.gr). It is noted that the summary financial data published in the press aim at supplying the reader with some general financial data but do not provide the completed picture of the Company's financial position and results, according to the International Financial Reporting Standards. It is also noted that, for the sake of simplification, the summary financial data published in the press have been subject to some compression and re-arrangement of the balance sheet items.

**THE CHAIRMAN OF THE BoD of ThPA SA**

**LAZAROS KANAVOURAS**

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## **INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

**INSPECTION REPORT OF THE CHARTERED AUDITORS**  
**To the Shareholders of “Thessaloniki Port Authority S.A.”**

We audited the attached interim financial statements of “Thessaloniki Port Authority S.A.” for the six-month period that expired on the 30<sup>th</sup> of June 2006. Responsible for the drawing up of the financial statements is the company’s administration. Our audit was carried out in accordance with the Greek Auditing Standard that is in harmony with the corresponding International Auditing Standard. The critical evaluation of the data and information indicated in the interim financial statements, as well as the supply of sufficient explanations on the matters we submitted to the economic and accounting services of the Company, constituted the main part of our work. The extent of this work is significantly smaller than the work performed within the context of the issuing of an audit report, in which case the purpose is to shape and word an integrated opinion on the financial statements. Consequently, this report does not constitute an audit report. Based on the performed inspection, we confirm that we have not discovered any data that would require substantial changes in the above mentioned interim financial statements, in order to ensure their compliance with the International Financial Reporting Standards adopted by the European Union.

**Thessaloniki, August 17, 2006**  
**The Chartered Accountants - Auditors**

**Andreas Dim. Tsamakis**  
**CAAORN 17101**

**Margarita Konstantia Vasileiadou**  
**CAAORN 12861**

**BKR PROTYPOS ELEGTIKI S.A.**  
**Chartered Accountants - Auditors – Business Consultants**  
**Independent Member of BKR International**



THESSALONIKI PORT AUTHORITY S.A.

**FINANCIAL RESULTS STATEMENT FOR THE PERIOD 01.01.2006 – 30.06.2006**

	Notes	Amounts in Euros			
		01.01- 30.06.2006	01.01- 30.06.2006	01.01- 30.06.2006	01.01- 30.06.2006
Sales	(ke),6	23,829,891	23,999,686	12,147,710	12,872,625
Sales cost	7,11	(19,262,250)	(18,831,933)	(9,509,171)	(9,653,493)
<b>Gross profit</b>		<b>4,567,642</b>	<b>5,167,753</b>	<b>2,638,540</b>	<b>3,219,132</b>
Other income	8	488,012	(480,966)	292,908	241,234
Administration and operating expenses	9,11	(2,333,285)	(2,187,473)	(1,240,948)	(1,123,903)
Disposal operating expenses	10,11	(228,086)	(713,147)	(78,817)	(272,513)
Other expenses	13	(31,178)	(88,410)	(30,132)	(47,936)
<b>Operating profits</b>		<b>2,463,104</b>	<b>2,659,688</b>	<b>1,581,550</b>	<b>2,016,014</b>
Financial cost (net)	(ke),14	845,388	815,705	464,286	443,842
<b>Net period profits before taxes</b>		<b>3,308,492</b>	<b>3,475,394</b>	<b>2,045,836</b>	<b>2,459,856</b>
Income tax	(h)15	(960,419)	(1,364,727)	(524,056)	(1,007,951)
<b>Net period profits</b>		<b>2,348,073</b>	<b>2,110,666</b>	<b>1,521,780</b>	<b>1,451,906</b>
<b>Profits after taxes per share in Euros</b>	(kf),16	<b>0.23</b>	<b>0.21</b>	<b>0.15</b>	<b>0.14</b>

**THE CHAIRMAN  
OF THE BoD OF ThPA SA**

**L. KANAVOURAS**

ID CARD NO K449282/76

**THE CEO OF ThPA SA**

**I. TSARAS**

ID CARD NO P723030/95

**THE FINANCE DIRECTOR**

**N. MASMANIDIS**

ID CARD NO Z881814/64

**THE ACCOUNTANT**

**M. CHONDROUDAKI**

LICENSE NO 0039369

The following notes numbered 1 – 38 and annex I constitute an integral part of the financial statements

**INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)



**THESSALONIKI PORT AUTHORITY S.A.**  
**BALANCE SHEET OF THE PERIOD THAT EXPIRED ON THE 30.06.2006**

	Amounts in Euros Notes	30.06.2006	31.12.2005
<b><u>ASSETS</u></b>			
<b><i>Fixed assets</i></b>			
Real estate investments	(c),17	6,282,800	6,282,800
Tangible fixed assets	(d)(e),18	44,316,212	45,806,204
Intangible fixed assets	(f)(e),19	426,389	455,166
Other financial elements	(g),20	11,570,000	14,008,000
Long-term claims	(a),21	18,270	18,120
Financial elements available for sale	(g),20	1,148,800	4,902,817
Postponed tax claims	(h),15	957,862	896,229
<b>Total of fixed assets</b>		<b><u>64,720,333</u></b>	<b><u>72,369,337</u></b>
<b><i>Current assets</i></b>			
Inventory	(i),22	1,737,639	1,705,096
Customer claims	(j),23	4,257,413	6,597,757
Advance payments and other claims	24	2,353,619	1,761,716
Fund availables and cash equivalents	(k),25	46,101,860	36,496,585
<b>Total of current assets</b>		<b><u>54,450,531</u></b>	<b><u>45,561,154</u></b>
<b>Total of assets</b>		<b><u>119,170,864</u></b>	<b><u>118,930,491</u></b>
<b><u>EQUITY CAPITAL</u></b>			
Share Capital	(ka),26	30,240,000	30,240,000
Reserves	27	61,175,742	60,960,333
Profits brought forward		10,103,859	9,987,195
<b>Total of equity capital</b>		<b><u>101,519,601</u></b>	<b><u>101,187,527</u></b>
<b><u>LIABILITIES</u></b>			
<b><i>Long-term liabilities</i></b>			
Provisions for liabilities towards employees	(kb),28	4,132,741	4,226,152
Fixed assets' grants	(kc),29	73,502	100,914
Other provisions	(kb),30	1,516,650	1,445,650
Other long-term liabilities		34,501	34,501
<b>Total of long – term liabilities</b>		<b><u>5,757,395</u></b>	<b><u>5,807,217</u></b>
<b><i>Short-term liabilities</i></b>			
Liabilities towards suppliers	(a),31	1,270,596	1,200,570
Clients' advance payments	(a),32	2,812,226	4,089,397
Current income tax	(h),33	0	865,427
Dividends payable	(kd),34	2,045,291	29,531
Other liabilities and expenses earned	(a),35	5,765,756	5,750,822
<b>Total of Short-term Liabilities</b>		<b><u>11,893,869</u></b>	<b><u>11,935,747</u></b>
<b>Total of Equity Capital and Liabilities</b>		<b><u>119,170,864</u></b>	<b><u>118,930,491</u></b>

THE CHAIRMAN  
OF THE BoD OF ThPA SA

THE CEO OF ThPA SA

THE FINANCE DIRECTOR

THE ACCOUNTANT

L. KANAVOURAS

I. TSARAS

N. MASMANIDIS

M. CHONDRODAKI

ID CARD NO K449282/76

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LICENSE NO 0039369

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**INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)



**THESSALONIKI PORT AUTHORITY S.A.**  
**EQUITY CAPITAL CHANGE STATEMENT OF THE 30<sup>TH</sup> JUNE 2005, THE 31<sup>ST</sup> DECEMBER 2005 AND THE 30<sup>TH</sup> OF JUNE 2006**

	Amounts in Euros						Total
	Share capital	Fiscal year dividends available for increase of the share capital	Statutory reserves	Tax-free reserves	Total reserves	Accumulated profits	
<b>Equity at the beginning of the period (1.1.2005)</b>	<b>30,240,000</b>	<b>1,063,536</b>	<b>816,739</b>	<b>59,080,058</b>	<b>60,960,333</b>	<b>8,564,986</b>	<b>99,765,319</b>
Period profits after taxes	-	-	-	-	-	2,110,666	2,110,666
Brought to Reserves	-	-	-	-	0	0	0
Dividends distributed	-	-	-	-	-	(2,016,000)	(2,016,000)
<b>Equity at the end of the period (30.06.2005)</b>	<b>30,240,000</b>	<b>1,063,536</b>	<b>816,739</b>	<b>59,080,058</b>	<b>60,960,333</b>	<b>8,659,652</b>	<b>99,859,985</b>
Period profits after taxes						1,327,543	1,327,543
<b>Equity at the end of the period (31.12.2005)</b>	<b>30,240,000</b>	<b>1,063,536</b>	<b>816,739</b>	<b>59,080,058</b>	<b>60,960,333</b>	<b>9,987,195</b>	<b>101,187,528</b>
Period profits after taxes	-	-	-	-	-	2,348,073	2,348,073
Brought to Reserves			166,989	48,419	215,408	(215,408)	0
Dividends distributed		-	-	-	-	(2,016,000)	(2,016,000)
<b>Equity at the end of the period (30.06.2006)</b>	<b>30,240,000</b>	<b>1,063,536</b>	<b>983,728</b>	<b>59,128,477</b>	<b>61,175,741</b>	<b>10,103,860</b>	<b>101,519,601</b>
<b>THE CHAIRMAN OF THE BoD OF ThPA SA</b>	<b>THE CEO OF ThPA SA</b>	<b>THE FINANCE DIRECTOR</b>	<b>THE ACCOUNTANT</b>				
<b>L. KANAVOURAS</b>	<b>I. TSARAS</b>	<b>N. MASMANIDIS</b>	<b>M. CHONDRODAKI</b>				
ID CARD NO K449282/76	ID CARD NO P723030/95	ID CARD NO Z881814/64	LICENSE NO 0039369				

The following notes numbered 1 – 38 and annex I constitute an integral part of the financial statements

**THESSALONIKI PORT AUTHORITY S.A.****CASH FLOW****30.06.06****30.06.05*****Operating activities***

Profits before taxes	3,308,492	3,475,394
Plus/minus adjustments for:		
Depreciations	1,800,280	2,042,055
Provisions	(93,411)	(134,698)
Profits from the readjustment of investment real estate at reasonable values		
Results (income, expenses, profits and losses) of investing activities		
Debit interests and coherent expenses		
<b><i>Plus/minus adjustments for changes on the fluid capital accounts or related to the operating activities:</i></b>		
Decrease / (increase) in reserves	(32,543)	38,190
Decrease / (increase) in receivables	1,686,659	(595,649)
(Decrease)/ increase in liabilities (save for banks' liabilities)	(958,709)	(545,490)
<i>Minus:</i>		
Debit interests and coherent expenses paid		
Taxes paid		
<b><i>Total inflows/ (outflows) from operating activities (a)</i></b>	<b>5,710,768</b>	<b>4,279,802</b>

***Investing activities***

Acquisition of subsidiaries, related, joint ventures and other investments		
Purchase of tangible and intangible fixed assets	(281,510)	(478,334)
Money collection from the sale of tangible and intangible fixed assets		
Decrease / (increase) of long-term financial fixed assets	6,192,017	
Dividends collected		
<b><i>Total inflows/ (outflows) from investing activities (b)</i></b>	<b>5,910,507</b>	<b>(478,334)</b>

***Financing activities***

Money collection from the increase of the share capital		
Money collection from issued/ undertaken loans		
Loan take up		
Repayment of liabilities from leasing (annual repayment)		
Dividends paid	(2,016,000)	(2,016,000)
Total inflows/ (outflows) from investing activities (b)	(2,016,000)	(2,016,000)

***Net increase / (decrease) in the funds available and cash equivalents (a) + (b) + (c)***

	<b>9,605,275</b>	<b>1,785,468</b>
<b><i>Funds available and cash equivalents at the beginning of the period</i></b>	<b>36,496,585</b>	<b>31,561,025</b>
<b><i>Funds available and cash equivalents at the end of the period</i></b>	<b>46,101,860</b>	<b>33,346,493</b>

**THE CHAIRMAN  
OF THE BoD OF ThPA SA****L. KANAVOURAS**

ID CARD NO K449282/76

**THE CEO OF ThPA SA****I. TSARAS**

ID CARD NO P723030/95

**THE FINANCE DIRECTOR****N. MASMANIDIS**

ID CARD NO Z881814/64

**THE ACCOUNTANT****M. CHONDROUDAKI**

LICENSE NO 0039369



## **THESSALONIKI PORT AUTHORITY S.A.**

### **NOTES ON THE INTERIM FINANCIAL STATEMENTS**

Of the fiscal year that expired on March 31, 2006  
(amounts in € unless otherwise defined)

#### **1. COMPANY ESTABLISHMENT AND ACTIVITIES**

The public limited company with registered name “**THESSALONIKI PORT AUTHORITY S.A.**” and trade name “ThPA SA” was established in 1999, by conversion of the Legal Entity under Public Law “Thessaloniki Port Authority” into a public limited company, according to law 2688/1999.

The Company is active in the field of transportation-related and auxiliary activities, as well as in the field of travel agencies’ activities (Statistical Classification of Economic Activities '03, code 63), consisting in the rendering of cargo loading/ unloading, storage services, other port facilities, passenger traffic services, etc.

The Company’s personnel for the period that expired on June 30, 2006 and June 30, 2005 counted 613 and 617 people respectively.

#### **INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

## **2. LEGAL FRAMEWORK**

The Company is under the supervision of the Ministry of Mercantile Marine and is governed by the provisions of law 2688/1999 (G.G. A´ 40), as amended and supplemented later on with the provisions of article 15 of law 2881/2001 and of article 17 of law 2892/2001, the provisions of the codified law 2190/1920 on limited companies, as well as legislative decree 2551/1953, as in force each time. ThPA SA is a limited public utility company with the purpose to serve public interest. It operates according to the regulations of private economy and enjoys administrative and economic independence.

The purpose of the Company is the administration and the exploitation of the Port of Thessaloniki as well as of other ports. The boundaries of the Port of Thessaloniki, including the Free Trading Zone, are set by the provisions in force each time.

The purpose of the Company, specified in article 3 of its articles of association, particularly comprises:

- The rendering of ship anchoring services and services related to the transportation of cargo and passengers from and to the port.
- The installation, organisation and exploitation of any kind of port infrastructure.
- The undertaking of any activity related to the port works, as well as of any other commercial, industrial, oil industry and business activities, especially including the tourist, the cultural and the piscatorial ones and the study and planning of port facilities.
- Any other responsibility lawfully assigned to the Thessaloniki Port Authority as a Legal Person under Public Law.

The above purpose of the Company is comprised in its articles of association, as the latter were drawn up by law 2688/1999 (article 8) and amended by the 7<sup>th</sup> extraordinary General Meeting of the Shareholders on 23.8.2002 (Government Gazette issue 9944/30.9.2002 for Public Limited and Limited Liability Companies). Ever since, no other change of its purpose has taken place.

As regards its corporate operation, ThPA SA will continue to be governed by law 2688/1999, as amended and in force, constituting the special institutional framework of its operation, as well as by the Codified Law 2190/20, as amended and in force, as regards the matters for which there is no special regulation.

## **INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

### **3. THESSALONIKI PORT'S TERRESTRIAL PORT ZONE USE AND EXPLOITATION RIGHT CONCESSION AGREEMENT.**

The Company has the exclusive right to use and exploit the lands, buildings and facilities of the Terrestrial Port Zone of the Port of Thessaloniki, which are owned by the Greek State. The above exclusive right was granted to ThPA for 40 years by virtue of the concession agreement concluded on 27-06-2001 between the Greek State (represented by the Ministers of Finance and Mercantile Marine) and ThPA SA, which expires in 2041.

The main points of the agreement are the following:

- The right of use of all covered and open sections of land, existing buildings, technical – port works, alluvial deposits and embankments, internal roads, the railway network, all supply networks, extensions of areas – works, the sea zone of the port, and generally all the components of the land port zone ground plan, with the exception of the buildings serving public service needs, the sections of the terrestrial and marine port areas serving the Hellenic Armed Forces for national security reasons, and the especially configured buildings of pier A and of the surrounding area.
- The right of use and exploitation consists in the capability of ThPA to occupy, use and exploit the terrestrial port zone, the buildings and the facilities, during the term of the contract, in compliance with the special definitions of paragraph 3 of the contract.
- The initial 40-year concession term may be extended upon a new written agreement signed by both parties (article 4 of the Contract).
- The contract may be terminated and dissolved before the expiry of the agreed term.
- Its termination or expiry ex officio implies the obligation of ThPA SA to deliver the concession items to the Greek State, in the state foreseen in article 6.4. of the contract.
- The paid valuable consideration is defined as a rate over the total of the Company's consolidated income (save for the extraordinary one, the income of previous fiscal years and for the income from financial management), amounting to 1% for the first three fiscal years and to 2% for the remaining fiscal years. Additional valuable consideration is paid:
  - in case of extension of the concession areas,
  - in case of exploitation of the facilities for other purposes, and
  - in case of re-negotiation of the contract.
- ThPA SA is liable:
  - for the preventive maintenance of the concession works – buildings and for the restitution and repair of damages,
  - for the preservation of the concession's strategic, social and business orientation,
  - for ensuring a sufficient and safe infrastructure and facilities,
  - for the secure demarcation and protection of the Free Trading Zone,
  - for the fair treatment of users,
  - for the protection of the terrestrial and the marine environment,
  - for the constant upgrading of the level of the services rendered to the users.
- The Greek State is liable for supplying any necessary assistance for:
  - the fulfilment of the concession purpose, and
  - the financing of national interest works, according to the definitions of article 11 of the Contract.

(More information on the contract is provided in annex I of the financial statements)

#### **INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

#### 4. BASIS FOR THE PRESENTATION OF THE FINANCIAL STATEMENTS

(a) **Basis for the drawing up of the Financial Statements:** The attached financial statements have been drawn up according to the historical cost principle, save for the valuation of the Company's investment real estate that was valued at its reasonable value, while for the rest of fixed assets, an adjustment was used, which was previously performed during the listing of the Authority in the Athens Stock Exchange (May 2000), as a cost imputed on that date and with the assumption that the company will pursue its business activities regularly (going concern assumption). The financial statements have been drawn up according to the International Financial Reporting Accounting Standards (I.F.R.S.) issued by the International Accounting Standards Board, and the Interpretations that have been supplied by the Standing Interpretations Committee, and adopted by the European Union. The first time that the company drew up its financial statements according to the I.F.R.S was for the fiscal year that ended on the 31/12/2005. Those attached financial statements are based on the financial statements drawn up by the Company, in compliance with the Greek Commercial Law, and adjusted to suitable statistical entries in order to conform to the International Financial Reporting Standards.

(b) **First fiscal year for which the I.F.R.S. were used:** According to the European Legislation 1606/2002 and based on Law 3229/04 (as amended by Law 3301/04) the Greek companies that are listed in any Stock Market (national or foreign), must prepare their statutory financial statements for the fiscal years from January 1, 2005 and on, in compliance with the I.F.R.S. Based on I.F.R.S. 1 and the above mentioned Greek legislation, the above mentioned companies must present comparative financial statements, in compliance with the I.F.R.S.s, for at least one fiscal year (December 31, 2004).

ThPA SA published its first complete financial statements, based on the I.F.R.S.s, for the fiscal year that expired on December 31, 2005, with transition date January 1, 2004. Consequently, the Company implemented I.F.R.S. 1 during the drawing up of its first annual financial statements, as well as of the interim financial statements covered by the first complete financial statements based on the I.F.R.S. More particularly, the Company proceeded to the following exceptions as regards the implementation of other Standards:

- as imputed acquisition cost, it used the re-adjusted values of valuation of the fixed equipment, as defined by the relevant valuation of the committee of article 9 of the Codified Law 2190/1920, performed during the conversion of ThPA from a Legal Entity under Public Law into a Public Limited Company and the listing of the Company in the Athens Stock Exchange during the fiscal year 2001, as a cost imputed on that date (Note 18).
- it acknowledged the total of accumulated, on January 1, 2004 (transition date), actuarial profits/ losses that occurred during the actuarial estimation of the provisions for liabilities towards the personnel (severance provision) (Note 28).

The rest of optional exceptions of paragraph 13 and the mandatory exceptions of paragraph 26 of I.F.R.S. 1, had no implementation in the financial statements of the fiscal year 2004.

(c) **Statutory Financial Statements:** The Company keeps its accounting books and records and draws up its financial statements according to the Greek Commercial Law 2190/1920, the Greek General Accounting Plan and the tax legislation. The attached financial statements have been based on the above statutory financial statements and have been suitably adjusted and reformed based on the statistical entries, in order to conform to the I.F.R.S.

#### INTERIM FINANCIAL STATEMENTS

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

**(d) *New international financial report standards and interpretations of the International Financial Reporting Interpretations Committee***

The International Accounting Standards Board (IASB), as well as the International Financial Reporting Interpretations Committee (IFRIC), have already issued a series of new accounting standards and interpretations, the implementation of which is mandatory for the fiscal years from January 1, 2006 and on (unless it is otherwise indicated hereafter).

The Company's estimation as regards the impact of those new standards and interpretations is the following:

**I.F.R.S. 6: Exploration for and Evaluation of Mineral Assets**

It has no implementation on the Company and shall not affect its Financial Statements.

**I.F.R.S. 7: Financial Instruments Disclosures**

The above standard must be compulsorily implemented for the accounting periods from the January 1, 2007 and on. It is not expected to significantly affect the Company's Financial Statements. This standard mainly demands additional communication as regards the financial instruments.

**IFRIC 3: Emission Rights**

It has no implementation on the Company and shall not affect its Financial Statements.

**IFRIC 4: Determining whether an arrangement contains a lease**

It has no implementation on the Company and shall not affect its Financial Statements.

**IFRIC 5: Rights to Interests arising from Decommissioning, Restoration and Environmental Funds**

It has no implementation on the Company and shall not affect its Financial Statements.

**IFRIC 6: Liabilities arising from Participating in a Specific Market – Waste Electrical and Electronic Equipment**

It has no implementation on the Company and shall not affect its Financial Statements.

**IFRIC 7: Applying the Restatement Approach under IAS 29.**

It has no implementation on the Company and shall not affect its Financial Statements.

**IFRIC 8: Scope of IFRS 2.**

It shall not affect the Company's Financial Statements.

- (e) *Approval of Financial Statements:*** The interim financial statements of the six-month period that ended on 30.06.2006 were drawn up according to the I.F.R.S. and were approved by the Board of Directors on 08/08/2006 (**resolution of the BoD/ THPA SA 3112/8-8-2006**). The interim financial statements of the respective period of the year 2005, that were published in September 2005, were approved by the decision number 2740/28-9-2005 of the Board of Directors of THPA SA and amended according to the decision number 118/2006 of the Accounting Standardization and Audits Committee (ELTE) with the resolutions number 2976/4-4-2006 & 2991 /27-4-2006 of the Board of Directors of THPA SA and were published together with the annual financial statements of the fiscal year 2005.
- (f) *Administration Estimations:*** The drawing up of the financial statements, according to the International Financial Reporting Standards, obligates the Company's Administration to proceed to assumptions and estimations that affect the balances of the Assets and Liabilities accounts, the communication of eventual claims and liabilities at the date of drawing up of the financial statements, as well as the income and expenses presented during the fiscal year under examination. Consequently, the actual results may differ from the above estimations.

**INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
(amounts in Euros, unless otherwise defined)

## 5. SUMMARY OF BASIC ACCOUNTING PRINCIPLES

The basic accounting principles implemented by the Company for the drawing up of the attached financial statements are the following:

- (a) **Financial products:** The financial assets and liabilities (primary) of the balance sheet comprise the funds available, the claims and the rest of short-term liabilities. The Company does not use derivative financial products for counterbalancing the risks, nor for profit-making purposes. The accounting principles for the acknowledgement and valuation of those elements are indicated in the relevant accounting principles that are presented in this note. The financial products are presented as claims, liabilities or equity elements, based on the substance and the content of the relevant contracts from which they derive. The interests, dividends, profits and losses, occurring from the financial products characterised as claims or liabilities, are accounted for as expenses or income, correspondingly. The distribution of dividends to the shareholders is directly accounted for in the equity. The financial products are counterbalanced if the Company, according to the law, is legally entitled and willing to counterbalance them on an equity basis (with each other) or to repossess the asset and counterbalance the liability at the same time.
- (i) **Reasonable Value:** The amounts indicated in the attached Balance Sheets for the funds available, the short-term claims and the rest of short-term liabilities approach their relevant reasonable values because of their short-term character.
- (ii) **Credit risk:** The Company faces no credit risks towards the contracting parties because of the extended dispersion of its clientele and the advance payments it collects from its clients before the beginning of its works. Its maximum exposure to credit risk corresponds to the amount of the claims indicated in the balance sheet.
- (b) **Exchange conversions**
- (i) **Operating currency and presentation currency:** The elements of the Company's Financial Statements are valued using the currency of the financial environment within which the Company operates (operating currency). The Financial Statements are drawn up in Euros, the latter being the operating currency of the Company.
- (ii) **Transactions and balances:** There are no transactions and balances of the Company in foreign currencies during the periods covered by the dates of the attached financial statements.
- (c) **Investments in real estate:** The Company owns four site surfaces located outside the Port Zone, used for the collection of leases or for the increase of its capital. The Company selected the "reasonable value" method for the valuation of its investment real estate. The profit or the loss that occurs from any change in the reasonable value of the investment in real estate is included in the net profit or loss of the fiscal year during which it occurs.
- (d) **Tangible fixed assets:** Upon implementing the provisions of I.F.R.S. 1: "First Time Adoption of the International Financial Reporting Standards", the Company implemented the exception as regards the valuation of the tangible fixed assets during the drawing up of the Balance Sheet of the Transition to the I.F.R.S. on January 1, 2004. Within this context, the Company considers, as imputed cost (deemed) for the purposes of the drawing up of the Balance Sheet of the Transition to the I.F.R.S. on January 1, 2004, the readjusted values of the tangible fixed assets, as the latter were defined by the committee of article 9 of the Codified

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Law 2190/1920 in May 2000, during the conversion of ThPA into a Public Limited Company and the listing of the Company in the Stock Market.

After the transition date, the tangible fixed assets are valued using the imputed cost or the acquisition cost (for the additions), minus the accumulated depreciations and their eventual decreases.

The fixed assets' acquisition cost consists of the market price, including the import customs duties, if existing, and the non refunded purchase taxes, as well as any cost necessary in order to make the fixed asset operating and ready for future use. The repairs and maintenances are recorded in the expenses of the period during which they were performed. Important posterior additions and improvements are capitalised at the cost of the relevant fixed assets.

The fixed assets constructed by ThPA SA are recorded at the self-help construction cost, including the expenses paid to sub-contractors, the materials and the technicians' payroll expenses with reference to the constructions (including relevant employer contributions), as well as a ratio of the general management expenses.

The immobilizations in progress comprise the fixed assets in progress and are reflected in their cost. The immobilizations in progress can not be depreciated until the fixed asset is completed and available for its designated production operation.

The sites are not depreciated. The depreciations of the rest of tangible fixed assets are accounted for by implementing the straight line depreciation method, based on the following operational life times per category of fixed assets:

<u>Fixed asset</u>	<u>Operational life time (years)</u>
Buildings – Technical works	15-40
Mechanical Installations	8-10
Gantry cranes-Self moving and Electronic Cranes	30-40
Loaders	7-15
Machinery	10-15
Loading Tools	15
Fork Lifts	10-15
Floating Transportation Means	10-20
Furniture and other equipment	6-10
PCs and electronic elements – Office machinery	3-5

The depreciations concerning the fixed assets that existed before January 1, 2004 are calculated at the imputed cost, as the latter was defined by the committee of article 9 of the Codified Law 2190/1920 in May 2000, during the conversion of ThPA into a Public Limited Company and the listing of the Company in the Stock Market.

In order to define the taxable income, ThPA SA calculates the depreciations based on the depreciation coefficients of article 34 of Law 2937/2001 and the higher coefficients foreseen in Presidential Decree 299/2003.

The operational life times of the tangible fixed assets are subject to re-examination for the drawing up of every annual balance sheet. No residual values are defined by the Company, for, based on article 32 of Law 3153/2003, the product from the sale of fixed assets is collected by the State.

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The Company's non exploited fixed assets are separated:

- in lost, which are erased,
- in available for sale, according to I.F.R.S. 5, for which no depreciations are performed,
- in those that do not meet the above criteria, for which depreciations are performed.

(e) **Decrease of the Fixed Assets' Value:** According to I.A.S. 36, the real estate, the facilities, the equipment, and the intangible fixed assets shall be evaluated for possible decrease of their value when there are indications that the book value of the fixed asset exceeds its retrievable amount. Whenever the book value of a fixed asset exceeds its retrievable amount, its corresponding decrease loss is recorded in the fiscal year results. The retrievable value of a fixed asset is the maximum amount between the estimated net sale value and the value in use. The net sale value is considered to be the realizable proceeds from the sale of a fixed asset within the context of a mutual transaction, of which the parties have complete knowledge and voluntarily establish it, after the deduction of any additional fixed asset direct disposal cost, while the value in use is the current value of the estimated future cash flows that are expected to occur from the constant use of a fixed asset and from its disposal at the end of its estimated operational life time. If an enterprise is not in a position to estimate the retrievable amount of a fixed asset, for which there is indication of decrease of its value, it defines the retrievable amount of the fixed asset unit that does create cash flows.

The contra entry of a loss from the decrease of the fixed assets' value accounted for in previous years is performed only when there are sufficient indications that the above decrease no longer exists or it has been reduced. In those cases, the above contra entry is accounted for as income.

The Administration estimates that there is no matter of loss of the Company's fixed equipment, therefore, it has not proceeded to the calculation of the retrievable amounts of its fixed assets.

(f) **Intangible fixed assets:** The intangible fixed assets concern the software purchase cost as well as any other expenses that have been made during the software development, in order for the latter to become operative. The software depreciation is accounted for based on the straight line method and within a period of 3-5 years.

(g) **Financial elements:** The financial elements are classified into the following categories:

(i) **Financial elements preserved until the expiration:** They comprise the non derivative financial assets, with fixed or defined payments and particular expiration that the Company is willing and capable of preserving until their expiration.

(ii) **Financial assets available for sale:** They comprise non derivative financial assets that cannot be classified into any other category of I.A.S. 39. Those elements are comprised in the non current assets, provided that the Administration does not intent to liquidate them within 12 months from the date of the Balance Sheet.

The purchases and sales of investments are recorded on the date of the commercial transaction, the latter being also the date on which the Company commits to purchase or sell the financial element. The investments are initially recorded at their reasonable value, plus the expenses directly related to the transaction, with the exception of the elements valued at their reasonable value, with changes recorded in the results, as regards the expenses directly related to the transaction. The investments are erased upon the expiration or the transfer of the cash flow right, and provided that the Company has substantially transferred all the risks and the remunerations the property implies. The financial elements available for sale are valued at their reasonable value and the relevant profits or losses are recorded in the results.

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The reasonable values of the financial assets that are negotiable in active markets are defined by their current values. As regards the non negotiable elements, the reasonable values are defined with the use of valuation techniques, such as the discounting of future cash flows.

The investments preserved until the expiration are later on valued at the non depreciated cost, with the implementation of the actual interest rate.

On every balance sheet date, the Company estimates whether there are objective indications leading to the conclusion that the financial assets are decreased. As regards the equity securities classified as financial elements available for sale, such indication could be the significant decrease of the reasonable value, compared to the acquisition cost. If the decrease is substantiated, the loss accumulated at the equity capital, being the difference between the acquisition cost and the reasonable value, is transferred to the results. The equity securities' decrease losses that are recorded in the results are not reversed through the results.

***Interest bearing - Interest free personnel loans:*** The Company issues interest bearing and interest free loans to its personnel. All personnel loans are initially recorded in the cost, the latter being the actual value of the collected consideration, minus the loan related issuing expenses. After the initial record, the loans are valued at their cost, which does not differ significantly from their non depreciated cost, implementing the actual interest rate method.

- (h) ***Income taxation (Current and Postponed):*** The current and postponed income taxes are calculated based on the relevant funds of the financial statements and according to the taxation-related law that is in force in Greece. The current income tax is a tax on the Company's taxable profits, as the latter were reformed according to the taxation law requirements, and calculated based on the applying tax coefficient.

The postponed taxation is calculated using the liability method in all temporary tax differences that were observed on the date of the balance sheet between the tax basis and the book value of the assets and liabilities.

The expected tax effect from the temporary tax differences is defined and presented either as future (postponed) tax liabilities, or as postponed tax - related claims.

Postponed tax - related claims are recorded for all the abased temporary differences and the transferred tax losses, to the extent that it is thought likely for an available tax profit to exist, against which, the abased temporary difference could be utilized.

The book value of the postponed tax - related claims is reviewed on every balance sheet date and decreased to the extent it is not thought likely for enough taxable profits to exist, against which part or the total of postponed tax - related claims could be used.

The current tax - related claims and liabilities for the current, as well as for the previous fiscal years, are valued at the amount that is expected to be paid to the tax authorities (or retrieved by them), with the use of the tax coefficients that were instituted or materially instituted until the date of the Balance Sheet.

- (i) ***Inventory:*** The consumables and the spare parts, related to the maintenance of the company's mechanical equipment, are valued at the minimum value between their cost and their net liquid value, while their cost is defined based on the average weighted cost. Upon their purchase, those consumables are recorded in the inventory and after their placement they are recorded in the expenses or they are capitalised. At the end of every

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fiscal year, the Company re-examines the eventual loss of its inventory and accounts for a corresponding provision or proceeds to their erasure (Note 22).

- (j) **Claims:** The short-term claims are accounted for at the value of their commercial transaction, decreased by the provisions for bad debts. The long-term claims with specific settlement date were valued at their acquisition cost, which does not differ significantly from their current value, by implementing the discount rate method, in implementation of the provisions of I.A.S. 39 and I.A.S.18.
- (k) **Funds available and cash equivalents:** The funds available and cash equivalents comprise the cash, the site deposits, the term deposits and the up to three months short-term deposits of high liquidation and zero risk.
- (ka) **Share capital:** The share capital comprises the Company's common shares.
- (kb) **Provisions for risks and expenses and eventual liabilities:** Provisions for risks and expenses are acknowledged when the company has a current legal or appearing-to-exist charge, as a result of past events, or when an outflow of resources, incorporating economic benefits, is possible, and the amount of the relevant charge may be credibly estimated. The provisions for risks and expenses are re-examined at the end of every fiscal year and are adjusted in such way so as to reflect the best possible estimations. In case it is necessary, they are discounted based on a pre-tax discount rate.  
The eventual liabilities are not recorded in the financial statements but they are communicated, unless the possibility of outflow of recourses incorporating economic benefits is minimal. The possible liabilities are not recorded in the financial statements, but they are communicated, provided that the outflow of recourses, incorporating economic benefits, is possible.
- (kc) **State grants:** The Company has been subsidised by community programs for the acquisition of intangible and tangible fixed assets. The grants are acknowledged when there is reasonable guarantee that the grant will be collected and that all relevant terms will be observed. The grants related to assets are acknowledged as income of future fiscal years and are depreciated according to the operational life time of the granted fixed asset. The depreciations of the granted fixed assets appear deducted from the total depreciations of the fixed assets.  
The grant of part of the paid expenses that are collected by the Greek Manpower Employment Organization for the occupation of staggers and by the ESF, is recorded among the "Other Income" elements (Note 8).
- (kd) **Dividends:** The dividends are accounted for when the shareholders' collection right is substantiated upon a decision of the General Meeting of the Shareholders.
- (ke) **Income Acknowledgment:** The income is valued at its commercial transaction value and accounted for in the fiscal year it concerns. On the dates of drawing up of the interim Financial Statements, the accrued and non invoiced expenses of any nature that occur from the rendering of services are accounted for in the period they concern (income from the rendering of services or from funds, etc). The most significant Company income categories are:
- **Income from unitised cargo transport comprising:**
    - income from Container Terminal services,
    - income from Container services
  - **Income from conventional cargo transport comprising:**
    - income from Loading / Unloading services of the Conventional Port

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- income from the provision of Hull S/S Services
  - income from Stalling Services
  - income from the provision of SILO Services
- **Income from services to passengers of coastal and cruise ships comprising:**
    - income from Other Services (special duty) on tickets
    - income from Vehicle Passage
  - **Income from services to ships and other services comprising:**
    - income from mooring and berthing
    - income from Other Services (DEI, OTE, oil residues' collection, use of sites)
  - **Income from the operation of organised vehicle parking lots.**

**(kf) Profits per Share:** The profits per share are calculated by dividing the fiscal year's net profit that corresponds to the common shareholders by the number of common shares circulating during the fiscal year. There were no bonds convertible into shares or other conditional assets convertible into shares that decreased the profits during the periods to which the attached financials statements refer; consequently, no decreased profits have been calculated per share.

**(kg) Reporting per field of activity:** The Company operates as a single unit rendering port services at the port of Thessaloniki. Within this context, the Company is not obliged to produce and communicate financial elements per field of activity, in compliance with the requirements of I.A.S. 14: "Segment Reporting".

It is noted that, as regards the reference made to geographical regions, the total of the Company's activities concerns the wider region of Thessaloniki; consequently, it is considered as one geographical region.

**(kh) Benefits to the personnel after leaving service:** The benefits after leaving service comprise plans of defined benefits. The accrued cost of the defined contributions plans is recorded as an expense of the period it concerns.

The company pays compensations to its retiring employees, according to the stipulations of the applying Collective Labour Agreements, and with maximum limit the limit foreseen by Law 173/67, article 2, as in force each time.

The liability that is recorded in the balance sheet for the defined benefit plans is the current value of the charge for the defined benefit, minus the reasonable value of the plan's assets and the changes that occur from the non acknowledged actuarial profits and losses and the cost of previous service. The charge of the defined benefit is annually calculated by an independent actuary, with the use of the projected unit credit method.

The actuarial profits and losses that occur from the readjustments, performed based on the historical data, and that are around 10% of the accumulated liability, are recorded in the results, in the expected average insurance term of the plan participants. The previous service cost is directly recorded in the results, except for the case where the plan changes depend on the employees' remaining service term. In that case, the previous service cost is recorded in the results, using the straight line method, within the maturity term.

**(ki) Leases:** The leases, where the lessor materially maintains all the benefits and risks resulting from the asset's ownership, are classified as operating leases. The payments – collections of the rents for the operating leases are regularly recorded as expenses – income in the results, during the term of the lease.

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## 6. SALES

	<b>June 30 2006</b>	<b>June 30 31 2005</b>
Income from container terminal services	3,755,901	3,908,223
Income from conventional port loading/ unloading services	6,656,907	6,729,911
Income from hull S/S services	856,385	1,331,223
Income from containers' services	9,702,774	9,510,628
Income from mooring and berthing	574,582	607,518
Income from cereals' silo services	242,690	128,123
Income from the exploitation of organised parking lots	517,461	450,825
Income from other services	1,523,193	1,333,235
<b>Total</b>	<b>23,829,891</b>	<b>23,999,686</b>

## 7. SALES' COST (SOLD ITEMS' COST)

	<b>June 30 2006</b>	<b>June 30 2005</b>
Personnel remunerations and expenses (Note 12)	13,687,465	13,324,433
Third parties' remunerations and expenses	211,349	231,338
Third parties' benefits	2,354,864	2,379,212
Taxes - fees	57,041	55,357
Other expenses	53,249	42,235
Depreciations (Note 11)	1,734,511	1,872,200
Severance provision (Note 28)	52,376	-
Materials – spare parts' consumption	1,111,395	927,158
<b>Total</b>	<b>19,262,250</b>	<b>18,831,933</b>

## 8. OTHER INCOME

	<b>June 30 2006</b>	<b>June 30 2005</b>
GMEO Grants	12,246	10,632
Income from rents	302,331	333,428
Income from the provision of services	0	34,348
Traffic rules' fines	14,254	21,990
Fixed assets grants' depreciations	27,412	6,811
Other	131,768	73,757
<b>Total</b>	<b>488,012</b>	<b>480,966</b>

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## 9. ADMINISTRATIVE OPERATION EXPENSES

The amounts are detailed as follows:

	<b>June 30 2006</b>	<b>June 30 2005</b>
Personnel remunerations and expenses (Note 12)	1,628,948	1,470,389
Third parties' remunerations and expenses	303,408	254,894
Third parties' benefits	238,267	185,071
Taxes - fees	3,027	980
Other expenses	48,488	92,598
Depreciations	64,566	165,583
Severance provision (Note 28)	8,772	-
Materials – spare parts' consumption	37,809	17,958
<b>Total</b>	<b>2,333,285</b>	<b>2,187,473</b>

## 10. DISPOSAL OPERATION EXPENSES

The amounts are detailed as follows:

	<b>June 30 2006</b>	<b>June 30 2005</b>
Personnel remunerations and expenses (Note 12)	101,570	94,349
Third parties' remunerations and expenses	439	866
Third parties' benefits	3,165	7,681
Taxes - fees	7,019	8,113
Other expenses	312,615	120,546
Depreciations (Note 11)	1,203	3,862
Severance provision (Note 28)	1,318	-
Bad debt provision	-100,243	477,730
Materials – spare parts' consumption	-	-
<b>Total</b>	<b>228,086</b>	<b>713,147</b>

## 11. DEPRECIATIONS

The amounts are detailed as follows:

	<b>June 30 2006</b>	<b>June 30 2005</b>
Tangible Immobilizations' Depreciations (Note18)	1,770,862	2,027,871
Intangible Fixed Assets' Depreciations (Note19)	29,417	14,185
<b>Total</b>	<b>1,800,280</b>	<b>2,042,056</b>

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## 12. PAYROLL COST

The amounts are detailed as follows:

	<u>June 30 2006</u>	<u>June 30 2005</u>
Regular personnel pays	7,538,845	7,038,702
Technical Education Institution students' pays	3,484	6,860
Employer's contributions to security funds	1,327,165	1,295,285
Sequential Benefits	136,341	60,018
Severance provisions (Note 28)	-	-
<b>Subtotal</b>	<b><u>9,005,834</u></b>	<b><u>8,400,865</u></b>
Regular personnel day wages	4,824,314	4,810,382
GMEO students' day wages	70,375	63,465
Employer's contributions to security funds	1,488,440	1,537,314
Sequential Benefits	29,019	77,146
Severance provisions (Note 28)	-	-
<b>Subtotal</b>	<b><u>6,412,149</u></b>	<b><u>6,488,307</u></b>
<b>Total</b>	<b><u>15,417,983</u></b>	<b><u>14,889,172</u></b>

ThPA's personnel on June 30, 2006 and June 30, 2005 counted 613 people (580 of which regular personnel and 33 students of Technical Education Institutes and GMEO) and 617 people (605 of which regular personnel and 12 students of Technical Education Institutes and GMEO) respectively.

## 13. OTHER EXPENSES

	<u>June 30 2006</u>	<u>June 30 2005</u>
Tax Fines and Increments	18	1,842
Losses from the decrease of fixed assets	-	13,323
Severance provisions	30,000	-
Other expenses	1,160	73,245
<b>Total</b>	<b><u>31,178</u></b>	<b><u>88,410</u></b>

## 14. FINANCIAL INCOME / EXPENSES (NET)

The amounts are detailed as follows:

	<u>June 30 2006</u>	<u>June 30 2005</u>
Credit interests from banks	846,062	816,510
<b>Subtotal</b>	<b><u>846,062</u></b>	<b><u>816,510</u></b>
Debit interests and coherent expenses	-673	-805
<b>Subtotal</b>	<b><u>-673</u></b>	<b><u>-805</u></b>
<b>Total</b>	<b><u>845,388</u></b>	<b><u>815,705</u></b>

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## 15. INCOME TAX (CURRENT AND POSTPONED)

The income tax indicated in the Period's Results Statement is detailed as follows:

	June 30 2006	June 30 2005
Current result tax	981,052	1,239,302
Postponed income tax	-61,633	105,425
Provision for non tax audited fiscal years	41,000	20,000
<b>Total</b>	<b>960,419</b>	<b>1,364,727</b>

According to the tax legislation, the tax coefficient implemented by companies until December 31, 2004 was 35%.

Article 6 of Law 3296/2004 replaced paragraph 1, article 109 of the Code of Income Tax and, while, as regards the tax on profits occurring from administration periods from January 1, 2005 the tax coefficient is set to thirty two per cent (32%), for profits occurring from administration periods from January 1, 2006 to December 31 of the same year the tax coefficient is set to twenty nine per cent (29%), and for profits occurring from administration periods from January 1, 2007 and on the tax coefficient is set to twenty five per cent (25%).

The tax returns are submitted annually, readjusting the book profits with the tax return differences and the profits or losses indicated in the tax return are considered as temporary until the relevant tax authorities have performed the tax audit and issued the corresponding report, finalizing the tax liabilities. The tax losses that are transferred from previous fiscal years, to the extent they are accepted by the tax authorities, may be counterbalanced by the profits of the next five fiscal years.

The following table indicates the agreement between the nominal and the actual tax coefficient.

	June 30 2006	June 30 2005
Profits before income taxes	3,308,492	3,475,394
Income tax calculated based on the applying tax coefficient of 29% and 32% respectively	-959,463	-1,112,126
Tax effect of allowable expenses	-25,002	-302,551
Tax effect of non taxable income	-	-
Tax coefficient decrease effect	44,413	69,950
Tax provision for non tax-audited fiscal years	-41,000	-20,000
<b>Income tax expenses in the fiscal year's statement of results</b>	<b>-981,052</b>	<b>-1,364,727</b>

Postponed income taxes are calculated in all temporary tax differences, using the tax coefficient that applies during the period an asset is realized or a liability is settled, and taking into account the tax coefficients that have been instituted up to the Balance Sheet date.

The movement in the postponed income taxes' account is as follows:

	June 30 2006	June 30 2005
Balance at the beginning	896,229	712,981
Postponed taxation in the result	61,633	183,248
Balance at the expiration	<b>957,862</b>	<b>896,229</b>

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	<b>Balance Sheet</b>		<b>Period Results</b>
	<b>30/06/2006</b>	<b>31/12/2005</b>	<b>30/06/2006</b>
<b>Postponed tax - related claims</b>			
Intangible fixed assets	642,719	745,553	-102,834
Tangible immobilizations (change of operational life time)		-	-
Differences of book and tax depreciations of tangible immobilizations	818,648	760,445	58,203
Severance provision	1,040,685	1,056,538	-15,853
Bad debt provision	95,168	-	95,168
Other provisions	211,4128	225,838	-14,426
<b>Gross postponed tax claim</b>	<b>2,808,632</b>	<b>2,788,374</b>	<b>4</b>
<b>Postponed tax liabilities</b>			
Differences occurring from the valuation of investment real estate at reasonable value	-1,286,019	-1,286,019	0
Differences occurring from the depreciations of intangible fixed assets	-519,080	-554,586	35,506
Differences occurring from the depreciations of granted fixed assets	-38,587	-44,455	5,869
Tangible immobilizations	-7,084	-7,084	0
<b>Gross postponed tax liability</b>	<b>-1,850,770)</b>	<b>-1,892,144</b>	
<b>Postponed tax in the fiscal year results</b>			<b>61,633</b>
<b>Net postponed tax claim</b>	<b>957,862</b>	<b>896,229</b>	

## 16. PROFITS PER SHARE

The basic profits per share are calculated by dividing the fiscal year's net profit corresponding to the common shareholders by the number of common shares circulating during the fiscal year.

There were no bonds convertible into shares or other conditional assets convertible into shares that decreased the profits during the periods to which the attached financial statements refer, consequently, no decreased profits have been calculated per share.

The basic profits per share on June 30, 2006 were calculated as follows:

	<b>June 30 2006</b>	<b>June 30 2005</b>
Net profit corresponding to the shareholders	2,348,073	2,110,666
Weighted average number of shares	10,080,000	10,080,000
<b>Basic profits per share (Euros per share)</b>	<b>0.23</b>	<b>0.21</b>

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## 17. INVESTMENT REAL ESTATE

	<u>June 30 2006</u>	<u>December 31 2005</u>
Balance at the Beginning	6,282,800	6,202,800
Fiscal year/ period income	-	80,000
<b>Balance at the Expiration</b>	<b><u>6,282,800</u></b>	<b><u>6,282,800</u></b>

The Company owns four site surfaces located outside the Port Zone, used for the collection of leases or for the increase of its capital. The Company selected the "reasonable value" method for the valuation of its investment real estate. The profit or the loss that occurs from any change in the reasonable value of the investment in real estate is included in the net profit or loss of the fiscal year during which it occurs.

It is noted that the independent valuator's report for one of the Company's sites located in the area of Triandria sets an "implicitly" reasonable value instead of the precise reasonable value, due to the fact that there is no sufficient information defining its exact position and condition, which is also the reason why it was not comprised in the Financial Statements. The value of the above site in the financial statements amounts to € 0.01.

## 18. TANGIBLE IMMOBILIZATIONS

	Buildings- Fields	Machinery & Mechanical equipment	Transport means	Furniture and other equipment	Advance payments & works in progress	Total
<b>Non depreciated value on January 1 2005</b>	<b>7,772,281</b>	<b>33,223,153</b>	<b>2,411,283</b>	<b>1,263,232</b>	<b>4,104,267</b>	<b>48,774,216</b>
Fiscal year's additions	98,532	326,112	2,461	262,441	529,684	1,219,229
Decreases/ erasures	-	(9,495)	(119)	(3,600)	-	(13,214)
Transfers	901,214	-	-	20,828	(1,018,210)	(96,168)
Fiscal Year Depreciations (Note 11.)	423,723	2,964,863	367,953	321,321	-	4,077,860
<b>Non depreciated value on December 31, 2005</b>	<b>8,348,304</b>	<b>30,574,907</b>	<b>2,045,672</b>	<b>1,221,580</b>	<b>3,615,741</b>	<b>45,806,204</b>
Fiscal year's additions	-	23,588	-	75,831	181,451	280,870
Decreases/ erasures	-	-	-	-	(263,826)	(263,826)
Transfers	263,826	-	-	-	-	263,826
Fiscal Year Depreciations (Note 11.)	220,598	1,335,903	66,830	147,531	-	1,770,862
<b>Non depreciated value on June 30, 2006</b>	<b>8,391,532</b>	<b>29,262,592</b>	<b>1,978,842</b>	<b>1,149,880</b>	<b>3,533,366</b>	<b>44,316,212</b>
<b>January 1, 2005:</b>						
Cost	8,797,507	46,089,771	4,162,114	2,177,378	4,104,268	65,331,038
Accumulated depreciations	1,025,227	12,866,618	1,750,831	914,146	-	16,556,822
<b>Net non depreciated value</b>	<b>7,772,280</b>	<b>33,223,153</b>	<b>2,411,283</b>	<b>1,263,232</b>	<b>4,104,268</b>	<b>48,774,217</b>
<b>December 31, 2005:</b>						
Cost	9,797,254	46,392,801	4,163,694	2,449,339	3,615,741	66,418,828
Accumulated depreciations	1,448,950	15,817,894	2,118,022	1,227,759	-	20,612,625
<b>Net non depreciated value</b>	<b>8,348,304</b>	<b>30,574,907</b>	<b>2,045,672</b>	<b>1,221,580</b>	<b>3,615,471</b>	<b>45,806,204</b>

June 30, 2006

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Cost	10,061,079	46,416,389	4,163,694	2,525,170	3,533,366	66,699,698
Accumulated depreciations	1,669,547	17,153,797	2,184,852	1,375,290	-	22,383,486
<b>Net non depreciated value</b>	<b>8,391,532</b>	<b>29,262,592</b>	<b>1,978,842</b>	<b>1,149,880</b>	<b>3,533,366</b>	<b>44,316,212</b>

The fixed assets of the Company (chattel and real estate) are not burdened by construction liens. The Company has fully depreciated fixed assets the value of which totally amounts to €1,392,697 and continues to use part of the above fixed assets the value of which amounts to €505,050 (0.76%). From the rest, fixed assets, the acquisition value of which amounts to €93,370, will be erased due to depreciation and the remaining fixed assets will be incorporated in a sale or lease plan. The Company has signed insurance policies, covering possible risks due to work stoppages, strikes, earthquakes, fires and other nature element-related risks, as regards its mechanical equipment, as well as policies covering its public and employer's liability as regards the machinery, vehicles, the Electric Gantry Cranes and the Gantry Cranes.

## 19. INTANGIBLE FIXED ASSETS

	Software	Advance payments	Total
<b>Non depreciated value on January 1, 2005</b>	<b>25,779</b>	<b>379,004</b>	<b>404,783</b>
Fiscal Year's Additions	26,772		26,772
Transfers/ Decreases	197,912	(134,004)	63,908
Fiscal Year Depreciations (Note 11.)	40,297	-	40,297
<b>Non depreciated value on December 31, 2005</b>	<b>210,166</b>	<b>245,000</b>	<b>455,166</b>
Fiscal Year's additions	640		640
Transfers / Decreases			
Fiscal Year Depreciations (Note 11.)	29,417	-	29,417
<b>Non depreciated value on June 30, 2006</b>	<b>181,389</b>	<b>245,000</b>	<b>426,389</b>
<b>January 1, 2005</b>			
Cost	626,827	379,004	1,005,830
Accumulated depreciations	601,048	-	601,048
<b>Net non depreciated value</b>	<b>25,779</b>	<b>379,004</b>	<b>404,782</b>
<b>December 31, 2005</b>			
Cost	851,512	245,000	1,096,512
Accumulated depreciations	641,346		641,346
<b>Net non depreciated value</b>	<b>210,166</b>	<b>245,000</b>	<b>455,166</b>
<b>June 30, 2006</b>			
Cost	852,152	245,000	1,097,152
Accumulated depreciations	670,763	-	670,763
<b>Net non depreciated value</b>	<b>181,389</b>	<b>245,000</b>	<b>426,389</b>

The intangible fixes assets concern the software purchase cost, as well as any other expenses that have been made during the development of the software, in order for the latter to become operative. The software depreciation is accounted for based on the straight line method and within a period of 3-5 years. The Company has fully depreciated the pilot program titled "Integrated Container Terminal system" (Integrated Information System), of value €548,821, and the system shall be placed under sale or lease.

## 20. NON CURRENT FINANCIAL ELEMENTS

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of the period that expired on the 30th of June, 2006  
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	<b>June 30 2006</b>	<b>December 31 2005</b>
<b>Other financial elements</b>		
Structured bank products	11,570,000	14,008,000
	<b>11,570,000</b>	<b>14,008,000</b>
<b>Available for sale</b>		
Mutual funds' shares		3,784,017
Bank bonds	1,108,800	1,108,800
Participation in:		
Hellenic Ports Association	10,000	10,000
Organized Tourist Promotion & Marketing	30,000	-
<b>Total</b>	<b>1,148,800</b>	<b>4,902,817</b>

## 21. LONG-TERM CLAIMS

The account is detailed in the attached financial statements as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
PPC guarantees	17,608	17,608
Thessaloniki Water Supply and Sewerage Co S.A. guarantees	512	512
Battery collection guarantees	150	-
<b>Total</b>	<b>18,270</b>	<b>18,120</b>

## 22. INVENTORY

The account is detailed in the attached financial statements as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Consumables	975,236	924,205
Spare parts	762,403	830,635
Minus decrease provision		-49,744
<b>Total</b>	<b>1,737,639</b>	<b>1,705,096</b>

## 23. CLIENTS' CLAIMS

The account is detailed in the attached financial statements as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Clients' claims	5,381,723	7,832,769
<b>Minus:</b> Bad debt provision	-1,124,310	-1,235,012
<b>Total</b>	<b>4,257,413</b>	<b>6,597,757</b>

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The “Bad debt – subjudice clients” account comprises clients and debtors.

The Company’s policy is to collect advance payments (pledges) for its works, paid off at regular time intervals, therefore, the actual claims from clients amounted to €2,569,497 (€5,381,723 - €2,812,226) on the 30/06/2006. Each client’s account is debited and credited with the collection of the advance payments and the settlement of the specific works to which the pending balance of those advance payments corresponds. At the end of each fiscal year/period the above balance is recorded in the liabilities, in the “Clients’ Advance Payments” account.

## 24. ADVANCE PAYMENTS AND OTHER CLAIMS

The account is detailed in the attached financial statements as follows:

The fiscal year income receivable occurs from: a) income from Container Terminal sales, amounting to €94,372, b) income from Conventional Port sales, amounting to €388,741, c) income from year 2006, semester A, GMEO Students’ grants, amounting to €9,042, d) accrued capital income, amounting to €128,418.

	<b>June 30</b>	<b>December 31</b>
	<b>2006</b>	<b>2005</b>
Advance payments to the personnel	154,483	379,607
Loans granted to the personnel	116,491	140,517
Greek State grants	352,165	352,165
Other Greek State claims	1,008,471	491,863
Fiscal year income receivable	620,573	290,545
Bad debt debtors	691,435	772,521
<b>Minus:</b> Bad debt provisions	-691,435	-772,521
Advance payments to suppliers	0	16,800
Various creditors	77,657	87,714
-Next periods’ expenses	23,780	2,505
<b>Total</b>	<b>2,353,619</b>	<b>1,761,716</b>

**Personnel loans:** The company grants interest bearing and interest free loans to its personnel. The total amount of the interest bearing loans that may be annually granted to the personnel has been approved by the Board of Directors of THPA SA (decision number C 406/05-05-2000) and may not annually exceed the amount of €117,388.11. During the granting of the loans, a stamp duty of 2.4% is withheld, while in the case of interest bearing loans, the calculated interest rate equals the applying interest rate of the three month Treasury bills. The interest bearing loans per employee do not exceed the amount of approximately €3,000 and the instalments are withheld from the employees’ salaries. The loans are indicated at their nominal value, which simulates their reasonable value.

**Advance payments to the personnel:** The regular personnel pays are paid in advance, on the 1<sup>st</sup> and on the 16<sup>th</sup> of each month. The indicated balance sheet item concerns the advance payment of the regular personnel’s payroll for the month of July 2006.

## 25. FUNDS AVAILABLE AND CASH EQUIVALENTS

The account is detailed in the attached financial statements as follows:

### INTERIM FINANCIAL STATEMENTS

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	<b>June 30 2006</b>	<b>December 31 2005</b>
Funds	452,279	377,363
Site deposits	8,369,833	8,326,914
Term deposits	32,339,436	14,488,251
Repos	4,940,312	13,304,057
<b>Total</b>	<b>46,101,860</b>	<b>36,496,585</b>

The site and term deposit accounts are in Euros and bear floating interest rates depending on the deposit amount. The floating interest rates on June 30, 2006 varied from 2.02% to 3.30% (2.02% to 2.95% on December 31, 2005). The current value of the above site and term deposits approaches their book value because of their floating interest rates and short-term expirations.

The income of rates from bank deposits is acknowledged based on the accrued principle and amounts to €760,263 for the period that ended on June 30, 2006 and to €763,372 for the period that ended on June 30, 2005 correspondingly, while it is comprised in the financial income/ expenses, in the attached fiscal year results' accounts (Note 14).

## 26. SHARE CAPITAL:

The share capital of ThPA SA amounts to thirty million two hundred and forty thousand Euros (30,240,000) and it is divided in ten million eighty thousand (10,080,000) common nominal shares, each one of value amounting to three Euros (3.00). The share capital on 31/12/2005 was paid in full. The Share capital contains no shares that do not represent corporate capital, nor rights related to the acquisition of bonds.

## 27. RESERVES

The account is detailed in the attached financial statements as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Statutory reserves	983,728	816,739
Special Non Taxable Reserves L.2881/01	57,063,116	57,063,116
Reserves from Non Taxable Income	1,692,534	1,644,115
Reserves from Income Taxable in a Special Way	372,827	372,827
Amounts designated for capital increase	1,063,536	1,063,536
	<b>61,175,742</b>	<b>60,960,333</b>

**Statutory reserves:** According to the Greek commercial law, the companies shall transfer at least 5% of their annual net profits in statutory reserves, until the latter equal 1/3 of the paid share capital. The statutory reserves cannot be distributed during the company's term of activities.

**Special non taxable reserves of L.2881/2001:** Those reserves came from the non capitalised portion of the equity that occurred during the valuation of the Company's assets on the 31/05/2000.

**Reserves from non taxable or specially taxable income:** They concern income from rates that where not taxed or cases where a 15% "pay as you earn" system was implemented. If distributed, they are subject to taxation, based on the general income tax provisions. In this

## INTERIM FINANCIAL STATEMENTS

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phase, the Company is not willing to distribute the above reserves, consequently, and according to I.A.S. 12, no postponed taxation has been calculated.

**Amount designated for share capital increase:** It concerns a dividend of fiscal year A' that has not been paid and that shall be disposed for share capital increase.

## 28. PROVISIONS FOR LIABILITIES TOWARDS THE EMPLOYEES

The account is detailed in the attached financial statements as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Severance Provision	<u>4,132,741</u>	<u>4,226,152</u>
<b>Total</b>	<b><u>4,132,741</u></b>	<b><u>4,226,152</u></b>

The Company calculates the severance provision reserve, according to the stipulations of the Corporate Collective Labour Agreement (C.C.L.A.). More particularly, for its regular personnel, on January 1, 2004 and on December 31, 2004, the Company set the personnel severance provision reserve based on three (3) monthly wages, for the year 2003 and seven (7) monthly wages, for the years 2004 and 2005 correspondingly, with maximum severance limit amounting to €15,000. For its regular port workers' personnel, on January 1, 2004, on December 31 2004 and on December 31, 2005, and in accordance with the stipulations of the Corporate Collective Labour Agreement (C.C.L.A.), the Company set the personnel severance provision reserve based on seventy five (75) day wages, for the year 2003 and one hundred seventy five (175) day wages, for the years 2004 and 2005, correspondingly, with maximum severance limit amounting to €15,000.

For the first semester of the year 2006, on the basis of the actuarial design assumptions, minus the estimated average future service and anticipated wage increase. At the end of the fiscal year, and provided that there will be ±10% deviations, the provisions will be made by an acknowledged actuary.

The liabilities as regards the personnel severance up to the 31.12.2005 were set through an actuarial design.

The movement of the relevant provision during the period 01.01 - 30.06.2006 and the fiscal year that ended on December 31, 2005 is as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Balance at the beginning	<u>4,226,152</u>	<u>4,227,128</u>
Fiscal year's provision	62,466	433,265
Paid severances	-155,877	-434,241
Balance at the expiration	<b><u>4,176,492</u></b>	<b><u>4,226,152</u></b>

The main actuarial assumptions implemented for the calculation of the relevant provisions are the following:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Time preference rate	<u>3.76%</u>	<u>3.76 %</u>
Anticipated income increase	5%	Based on the CCLA
Estimated average future service	11.00	11.77

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## 29. INVESTMENT GRANTS

In the attached financial statements, the movement in the account is detailed as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
<b>Balance at the beginning</b>	100,914	68,597
Transfer to the results	-27,412	-13,622
Period's additions	-	45,939
<b>Balance at the expiration</b>	<b>73,502</b>	<b>100,914</b>

## 30. OTHER PROVISIONS

In the attached financial statements, the movement in the account is detailed as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
<b>Balance at the beginning</b>	1,445,650	560,000
Previous fiscal years' price payment provision	-	845,650
Tax audit provisions	41,000	40,000
Severance provisions	30,000	-
<b>Balance at the expiration</b>	<b>1,516,650</b>	<b>1,445,650</b>

ThPA SA has not been tax audited since 2001. For the fiscal years from 2001 and on the Company proceeded to the relevant provisions, per case and for the periods concerned, and adjusted its financial statements respectively (Note 36).

## 31. SHORT-TERM LIABILITIES

	<b>June 30 2006</b>	<b>December 31 2005</b>
Suppliers	1,270,596	1,200,570
Clients' advance payments	2,812,226	4,089,397
Current income tax	-	865,427
Dividends paid	2,945,291	29,530
Other liabilities and accrued expenses	5,765,756	5,750,822
	<b>11,893,869</b>	<b>11,935,746</b>

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### 32. CLIENTS' ADVANCE PAYMENTS

The Company collects advance payments from its clients before the rendering of services, which are settled with the repayment of the invoices.

### 33. INCOME TAX

	June 30 2006	December 31 2005
Balance at the beginning	865,426	1,954,091
Previous fiscal year's income tax payment	-865,426	-1,954,091
Current fiscal year's tax (Note 15)	960,419	2,400,898
Tax counterbalancing	-960,419	-1,556,928
Stamp duty + levy on behalf of the Agricultural Security Organization, rents	-	21,457
<b>Balance at the expiration</b>	<b>0</b>	<b>865,427</b>

### 34. DIVIDENDS

According to the Greek commercial law, the companies must annually distribute dividends, calculated, at least, at the maximum amount that derives between the 35% of net annual profits after taxes and the 6% of the paid share capital. Upon the unanimous decision of all its shareholders, the company may not distribute dividends.

Moreover, and in order for a dividend to be distributed, the Greek law requires the observance of some requirements:

- (a) No dividends may be distributed to the shareholders, if the company's equity capital, which is indicated in its financial statements, is, or it is expected to be, after the distribution, lower than the paid capital, plus the non distributed reserves.
- (b) No dividends may be distributed to the shareholders, if the non depreciated balance of the "Installation expenses", which is indicated in the financial statements, exceeds the total of provisionally distributable reserves, plus the profits brought forward.

### 35. OTHER LIABILITIES AND ACCRUED EXPENSES

In the attached financial statements, the account is detailed as follows:

	June 30 2006	December 31 2005
Value Added Tax	95,548	156,834
Taxes – Personnel and third parties' remuneration fees	618,713	1,139,706
Other taxes, fees	23,937	31,674
Liabilities towards security funds	749,853	1,450,235
Personnel salaries payable	426,323	1,279,142
Remunerations' beneficiaries	4,930	4,775
Accrued expenses	3,655,563	1,504,652
Other short-term liabilities	190,888	183,804
	<b>5,765,756</b>	<b>5,750,822</b>

**Taxes withheld:** The amount mainly concerns taxes withheld from the personnel's payroll, which are usually paid during the month following the withholding, in accordance with the stipulations of the tax legislation.

**Security Funds:** The amount mainly consists of contributions – deductions to the security funds, as they occur from the payroll and are detailed hereunder:

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	<b>June 30 2006</b>	<b>December 31 2005</b>
Social Security Institute – Other Main Security Institutes	602,801	969,748
Contributions to supplementary funds	130,040	463,440
Other security contributions	17,013	17,047
	<b>749,853</b>	<b>1,450,235</b>

The Company has no matured debts towards the security Funds.

**Accrued expenses:** The following amounts are detailed as follows:

	<b>June 30 2006</b>	<b>December 31 2005</b>
Personnel remunerations	1,824,896	-
Third parties' remunerations	40,236	39,600
Third parties' benefits	344,477	501,837
Taxes - Fees	26	-
Concession price	1,445,928	963,215
	<b>3,655,563</b>	<b>1,504,652</b>

## **INTERIM FINANCIAL STATEMENTS**

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## 36. CHARGES AND EVENTUAL LIABILITIES

i. **Charges.** The Company is bound by agreements entered into with third parties and listed in the following table:

1	Equipment maintenance	Total price €1,900	15/05/05-14/05/06	P.C. SYSTEMS S.A.
2	Network and PCs' support contract	€35,000 annually	01/06/05-31/05/06	I. VEKOPOULOS - D. MAGRIOTIS OE
3	Share Registry support services	€ 1,174 monthly	Indefinite	E.F.G. EURO-BANK-ERGASIAS
4	Cleaning of open and covered ThPA SA sites	€1,400,000 annually	01/07/04 – 30/06/06	K. SAMOUILIDIS.
5	Provision of services related to the collection of ship garbage and residues at the Port of Thessaloniki	€740,000 annually	Signed on the 12/02/04 01/03/04-28/02/09	NORTH AEGEAN SLOPS – IL. ORFANIDIS
6	Operation of a Nursery Centre for the Children of the Employees	€25,020 annually	16/08/2002 – 15/08/2004 extended until the 15/08/2006	Psariai Sofia
7	Pollution mitigation standby contract	€829.00	01/08/04–31/12/05 to 30.6.06	MARITIME CONSORTIUM OF THESSALONIKI
8	GREENPORT III	Total price €20,000.00		A.U.TH.
9	Equipment maintenance	Total price €2,943.00 Total price €3,037.18	01/04/05-31/03/06  01/04/06-31/03/07	C.P.I. – M.D.I. AE
10	Maintenance of the security and fire detection systems	Total price €2,080.22 Total price €4,326.40	01/05/05-30/04/06  01/05/06-30/04/08	DRASIS S.A.
11	Alarm systems' maintenance	Total price €420.00	01/05/05-30/04/06	ALMYROS ALARM
12	Design – Production of the "LIMIN" printout	Total price €54,450.00	05/01/04-04/01/07	IOANNIS CHRISOGENIS
13	Alarm system maintenance	Total price €270.00	01.01.05-31.12.05	B. KYNIGOPOULOS & CO
14	Supply – printing of ThPA SA printouts	Total price €1,973.84	01.01.06-31.12.06	TYPO – EXPRESS N. MOURATOGLOU & CO O.E.
15	Stationary supply 2005	Total price €2,021.20	04.01.06-03.01.07	BROS G. MEGALOI & CO O.E. STATIONER'S 11, Ag. Mina St. Thessaloniki TRN 091746154
16	Milk Supply	Total price €16,442.40	01.01.06-31.12.06	MEVGAL MACEDONIAN MILK INDUSTRY S.A.
17	Supply and installation of an 125KVA emergency power generator	Total price €18,500.00	08/07/05-08/07/06	ANAS. GARYFALAS & CO O.E. "YDROEISAGOGIKI"
18	Design and production of 1,500 DVDs of duration 40min, concerning the geographical position of the Port of Thessaloniki	Total price €11,400.00		"CHANNEL 3 S.A., Commercial, Television and Movie productions"
19	Design and production of 1,500 DVDs of duration 40min, concerning the	Total price €12,600.00		"CHANNEL 3 S.A., Commercial, Television and Movie

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	piers, the transportation of cargo and other relevant services			productions”
20	Maintenance works for 270 A/C units	Based on invoices	02/06/05-02/06/06	ZAHARIAS M. SAMARAS Trade & Maintenance of A/C and Heating Devices
21	Provision of services related to the maintenance and to the technical support of the equipment and the application software and to the support of the ThPA SA users	Total price €34,992.00	01/07/05-30/06/06	“ALPHATECH” VEKOPOULOS I. – MAGRIOTIS D. O.E. Information Technology Systems – COMPUTERS
22	Maintenance of the CARRIERS’ devices and the Hand-held terminals	Total price €8,850.00	01/07/05-30/06/06	“EPIKOINONIA LTD” A. MOUTSOURIS – CH. DIMITRIADIS – A. TZITZAS LTD
23	Scientific collaborator on Occupational Medicine matters	Price per month €1,500	01/07/05-30/06/06	STOIKOU GARYFALIA OCCUPATIONAL PHYSICIAN
24	Maintenance of the Telecommunications equipment	Total price €8,900.00	15/07/05-15/07/06	“EPIKOINONIA LTD” A. MOUTSOURIS – CH. DIMITRIADIS – A. TZITZAS LTD
25	Maintenance of one (1) elevator in the building of the Technical Services Direction of the Port of Thessaloniki	€111.28 monthly	01.07.05-30.06.06	“ANELKYSTIRES LTD” Construction & Repair
26	Maintenance of one (1) elevator, in Warehouse D’ of the Port of Thessaloniki	€ 80.49monthly,	01/07/05-30/06/06	“CH. VEREMIS- OTIS ABETE” ELEVATORS
27	Maintenance of one (1) elevator, in the SILO Warehouse of the Port of Thessaloniki	€132.00 monthly,	01/07/05-30/06/06	TECHNICAL BUREAU Installation – Maintenance – Installation of Elevators IOANNIS N. KARRAS
28	Maintenance of the four (4) elevators of the four gantry cranes of the Port of Thessaloniki	€475.63 monthly,	01/07/05-30/06/06	DIMITRIOS GEORGOULIS &CO OE GERMAN ELEVATORS
29	Maintenance of one (1) elevator of the Port of Thessaloniki	€75.00 monthly,	01/07/05-30/06/06	TECHNICAL COMPANY OF MAINTENANCE – INSTALLATION OF ELEVATORS “SKY LIFT S.A.” KYRIAKOS I. MILIOS
30	Execution – for twenty four (24) months – of the Repair Works on the Electric Motors, as indicated in the attached tables A and B	Contractual counterpart based on the offer table	08/08/05-07/08/07	“PAVLOU KON. DOLIAS” “INDUSTRIAL SHIP ELECTRICAL WORKS WHOLESALE TRADE OF ELECTRICAL MATERIALS

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31	Supply of primary oil-grease, antifreeze, brake fluids and battery fluids	€21,536.90	26/09/05-25/09/06	EKO INDUSTRIAL & COMMERCIAL PETROLEUM COMPANY S.A. 2, Mesogeion Ave. Athens TRN 094461418
32	Supply – printing of printouts	€3,216.70	01/01/2006-31/12/2006	DIMITRIOS BEROS & CO E.E. GRAPHIC ARTS 36, VL. GAVRIILIDI ST., PC 551 31 THESSALONIKI TRN 093195083
33	Supply – printing of printouts	€1,235.15	01/01/2006-31/12/2006	INTEGRATED GRAPHIC ART SOLUTIONS S.A. 7, FRIXOU ST PC 546 27 THESSALONIKI TRN 999717607
34	Stationary supply	€2,558.70	04/01/2006 – 03/01/2007	ERGOGRAFICON BROS MIHAILIDI O.E. Stationary – Consumables – Paperwork 3, ZEFXIDOS ST. PC 546 22 THESSALONIKI TRN 099259740
35	Stationary supply	€6,732.64	04/01/2006 – 03/01/2007	EMM. PAPADOPOULOS & SONS O.E. PC Consumables – Stationary 31, KARAOLI & DIMITRIOU ST. PC 546 30 THESSALONIKI TRN 082587640
36	Transportation of dry bulk nickelous laterite & solid fuels	Contract price based on the transportation	16/06/2005 – 15/06/2007	DIAMONDS LTD 55, IROON POLYTECHNIOU ST. PC 185 35 PIREAS TRN 095544640
37	Maintenance – support of the FILENET Application Software	€4,134.36	01/02/2006 – 31/01/2007	DIINEKIS INFORMATION TECHNOLOGY S.A. 446 MESOGEION AVE & 2, MAROULI ST., AG. PARASKEVI PC 153 42 ATHENS TRN 094223453
38	Supply of 7,500 pair of protective gloves	€22,800.00	Performance bond	TECHNOPLAN AEBE 100KM N.R. ATHENS – LAMIA, PC 144 51 METAMORFOSI,

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				ATHENS TRN 094463400
39	Cargo transportation	Contract price based on the transportation	01/01/2006 – 31/12/2006	K.E. KALAMARAKIS ABEE 40, PIREOS ST PC 183 46 MOSHATO ATHENS
40	Rendering of services and advisors to the ThPA SA Department of Public Relations, Company Announcements and Relations with the Investors of ThPA SA, and monitoring and performance of the works described in the agreement.	€6,000.00	03/04/06 – 03/04/07	LIVE PRESS PROMOTION AND PUBLICITY CENTRE E.P.E. ADVERTISING COMPANY KOSTOPOULOS KONSTANTINOS 33, G. PAPANDREOU ST PC 54646 THESSALONIKI TRN 095265116
41	ThPA SA Fund security control	€299.28	25/01/06 – 24/01/07	“DRASIS S.A.” PRIVATE SECURITY SERVICES’ RENDERING ENTERPRISE S.A. ALMYROS ANTONIOS 81, 17 <sup>TH</sup> NOVEMBER ST PC 54352 THESSALONIKI TRN 094519290
42	Tax and accounting supervision works for the ThPA SA Financial – Analytical Accounting	€6,300.00	01/01/06 – 30/06/06	SOL CONSULTING S.A. ASIMAKOPOULOS ALEXANDROS 3, FOK. NEGRI ST. PC 11257 ATHENS TRN 999632267
43	Rendering of ThPA SA internet network access and use services	€32,252.00	13/04/06 – 13/04/08	FORTHnet S.A HELLENIC COMMUNICATIONS AND TELEMATICS APPLICATIONS COMPANY PAPADOPOULOS PANAGIOTIS SCIENTIFIC AND TECHNOLOGICAL PARK OF CRETE PC 71003 CRETE TRN 094444827
44	Supply of one (1) 250 – 500KVA Open Area Substation	Total price €17,750.00	17/04/06 – 17/04/07	ARGYRIOS S. SENEKIS & SONS LTD PANEL CONSTRUCTION AND TRADE INDUSTRIAL AREA OF SINDOS

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				THESSALONIKI TRN 099977995
45	Supply of 2,000m of average voltage cable, type 2XS Y, cross section 50mm <sup>2</sup>	€15,800.00		S. NAZOS S.A. KYRIAKOU ATHANASIOS TRN 094485650
46	Management of the used batteries produced at the areas and installations of ThPA SA	Contract price	19/04/06 – 19/04/09	ALTERNATIVE BATTERY MANAGEMENT SYSTEM VONDIKAKIS IRAKLIS 9, RODOU & ARVANITI ST. PC 14452 ATHENS TRN 999402186
47	Collection, transportation and disposal of the oil wastes produced at the areas and installations of ThPA SA	Contract price	19/04/06 – 19/04/09	NORTH AEGEAN SLOPS ILIAS STAVR. ORFANIDIS COLLECTION TRADE OF WASTES AND INDUSTRIAL CLEANING SERVICES MOTORIST ILIAS ORFANIDIS 42, 26 <sup>TH</sup> OCTOBER ST THESSALONIKI TRN 073408460
48	Management of the used rubber elements produced at the areas and installations of ThPA SA	Contract price	03/08/06 – 03/05/09	ECOLOGICAL RUBBER MANAGEMENT SOCIETE ANONYME ECOELASTIKA ALTERNATIVE RUBBER MANAGEMENT ANDRITSOS ANDREAS AGGELIDIS IOANNIS 35, VAS. KONSTANTINOY & 1, ANTAIOY ST. PC 1512 MAROUSI TRN 999402660
49	Supply of two (2) gasoline engine, closed coachwork motor trucks, type VAN, of Opel company, model Combo 1.4	€21,720.40	Good execution and good performance letter of guarantee	AUTOTEAM MOTORCAR BICYCLE COMMERCIAL AND INDUSTRIAL COMPANY – SUPPLY OF INSURANCE ADVICES KYRIAKIDIS NIKOLAOS 5-7

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				SIDIROKASTROU & PIDNAS ST. PC 11855 ATHENS TRN 094155520
50	Design, production and printing of 1,650 copies of the ThPA SA Annual Report	€20,300.00	22/05/06 – 25/05/06	M. DIAMANTIDI STANDARD INDUSTRY OF GRAPHIC ARTS S.A. GRAPHIC ARTS - LITHOGRAPHER'S WORKSHOP SKOUTELI – DIAMANTIDOU MAGDALINI 24, ADRIANOUPOLEOS ST KALAMARIA THESSALONIKI TRN 099358698
51	Lease of one (1) hopper dumb barge in the exclusive ownership, occupation and possession of ThPA SA	€19,200.00	01/06/06 – 01/06/08	KOKKINAKIS KONSTANTINOS RURAL AREA OF PYLAIA – TSATALIA LOCATION THESSALONIKI TRN 042931503
52	Earthwork and asphalt works for the configuration of the port gate's central road	€45,000.00		NIK. KAISIDIS ABTE INDUSTRIAL TECHNICAL COMPANY KAISIDIS NIKOLAOS 1B N. PLASTIRA & KOMNINON ST PC 574100 SINDOS TRN 081704180
53	Supply of twenty (20) new PC systems and screens for ThPA SA	€18,620.00	08/06/06 – 18/06/06	“ALPHATECH” VEKOPOULOS I. – MAGRIOTIS D. O.E. INFORMATION TECHNOLOGY SYSTEMS – COMPUTERS – PERIPHERALS – PC CONSUMABLES MAGRIOTIS DIMITRIOS VEKOPOULOS IOANNIS 25, AL. FLEMING ST PC 54642 THESSALONIKI TRN 082918143
54	Works for the repair of the road surface wear at the railway line passage positions of the ThPA SA port central road	€23,477.00		NIK. KAISIDIS ABTE INDUSTRIAL TECHNICAL COMPANY KAISIDIS NIKOLAOS 1B N. PLASTIRA &

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Among the aforementioned agreements, some have been concluded by the company for the implementation of environmental protection preventive measures, being:

- Mitigation of pollution incidents, amounting to €9,948 annually
- Collection of ship garbage, amounting to €740,000 annually
- GREENPORT III, amounting to €20,000 annually

ii. On the 30.06.2006, the Company's pending subjudice liabilities towards third parties amounted to €1,129,466. No provision has been recorded for those liabilities, since the Administration believes that they will not have a significant effect on the financial status or the operation of the Company. The above amount comprises:

- Judicial claim of the National Railway Company, amounting to €206,385, for damages to wagons.
- Judicial claim of the Municipality of Thessaloniki, amounting to €76,283, for wayside – sidewalk expenses. The issuing of a decision is pending.
- Judicial claims of ThPA SA employees, amounting to €358,159, for which no final decisions have been issued.
- Other subjudice liabilities towards transaction partners and third parties, amounting to €477,333, which occurred from damages to third parties' cargos or assets by the insured machinery of ThPA SA.
- Other subjudice liabilities, amounting to €11,305.

iii. Moreover, the Company has signed agreements for the concession of areas. The Company's claims as regards those agreements are detailed as follows:

<b>Agreements</b>	Up to 1 year	amount per year	€1,113,746
	From 1- 5 years	amount per year	€486,834
	From 5 years and more	amount per year	€10,117

iv. Also, the eventual claims of ThPA SA against third parties amounted to €4,152,057. The above amount comprises:

- Claim of ThPA SA for seizure cargos, amounting to €3,634,725
- Various subjudice claims against the State, the Social Security Institute and third parties, amounting to €284,763
- Claim against third parties for Traffic Rules' fines (outside the Port Zone), amounting to €232,569.

### 37. TRANSACTIONS WITH ASSOCIATED PARTIES

#### Administration members' remunerations.

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During the first semester of the year 2006, the remunerations and attendance expenses paid to the members of the Board of Directors totalled €86,921.03. Two of the members of the Board of Directors of ThPA SA, under salaried order relation, were paid, for the first semester of the year 2005, an extra amount of €42,090.01. During the same period, the Management Executives, the Counting house executives, the Head Officer of the Legal Affairs Bureau, the internal auditors and the other executives of the company, were paid total remunerations amounting to €308,444.42.

Save for the aforementioned remunerations and transactions, no other business relations or transactions took place during the period 1/1/2006 –30/06/2006 and the current fiscal year between the company and the persons who participate in its Administration Bodies.

No loans were granted to the Chairman, the CEO, the members of the Board of Directors, the Management and other executives of the company and the personnel of the Internal Audit Department by the Company, save for the amount of €5,900.00 that was granted to the General Director of Administrative and Financial Support, based on the Company's personnel Labour Agreement. The repayment balance on 30/06/2006 amounted to €3,649.43.

The remunerations of the Management and other Executives are regulated by the Company's personnel Corporate Collective Labour Agreement, while the remunerations of the General Managers and the Legal Advisor are regulated by way of resolutions issued by the Company's Board of Directors.

### **38. CORRECTIONS IN RELATION TO THE PUBLISHED INTERIM FINANCIAL STATEMENTS OF THE PERIOD THAT EXPIRED ON THE 30.06.2006**

During the first implementation of the I.A.S – I.F.R.S. and the effort to conform the financial statements of 2004 and 2003, ThPA SA did not proceed to a provision for possible future tax liabilities that could come up during an audit of the administration periods 2001 – 2004 by the tax authorities, as the credible estimation of such liability was not possible.

During the drawing up of the financial statements of year 2005, the Company estimated the above liability, retroactively and per case, for the periods it concerned, by changing the accounting principle that was selected during the effort to comply with the I.A.S – I.F.R.S., based on I.A.S. 8/2004, paragraph 14, in order to achieve a more correct presentation of the Company's financial position.

The change of the accounting principle concerning the provision for non tax audited fiscal years affected the equity of the 30.06.2005 by €580,000 and the results of the 30.06.2005 by €20,000. The corrections on the published financial statements of the period that ended on the 30.06.2005 have been comprised in the annual financial statements of the fiscal year 2005 and have been published on the Company's Internet Site Address ([www.thpa.gr](http://www.thpa.gr)) as "Amended Detailed Financial Statements up to 31.12.2005 (ELTE Decision 118) and "Amended Detailed Interim Financial Statements up to 30.06.2005 (ELTE Decision 118)".

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## **ANNEX III**

### **CONCESSION AGREEMENT SIGNED WITH THE GREEK STATE**

#### **INTERIM FINANCIAL STATEMENTS**

of the period that expired on the 30th of June, 2006  
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# CONCESSION AGREEMENT

This agreement is entered into in Athens on this day, Wednesday July 27 of the year 2001 between:

The **GREEK STATE**, lawfully represented by the Ministers of Finance and Mercantile Marine, by virtue of Article 17 of L. 2892/2001, hereinafter called the “**State**”, on one part and

The stock company named “**Thessaloniki Port Authority S.A.**”, with registered offices in Thessaloniki (within the Port of Thessaloniki), lawfully represented by the Chairman of its Board of Directors Mr. Apostolos Genitsaris and by its Managing Director Mr. Sotiris Theophanis, hereinafter called “**THPA SA**” or “**THPA**” by virtue of THPA SA Board of Directors decision number 875/26.6.2001, on the other part.

## 1. SCOPE OF THE AGREEMENT – LEGAL BASE

**1.1** The scope of this agreement is on behalf of the State, the concession to THPA of the exclusive right of use and exploitation of the lands, buildings and facilities of Thessaloniki port terrestrial zone, as stipulated in Article 2 herein, as well as the definition of the particular terms of this concession and of the relevant obligations of the parties.

**1.2** This Concession Agreement (the “Agreement”) is entered into for the execution of Article 17 of L. 2892/2001 (G.G. A 46/2001), providing the possibility for the State to proceed to such concession, in combination with the current legislation ruling the port terrestrial zone as a communal public object, and more especially the provisions of the D.L. 2344/1940, as in force, of the L.D. 444/1970 and of the L.D. 377/1974, and the legislation in force on the THPA (especially L. 2688/1999, as in force).

**1.3** Mention is made that the signature of the Concession Agreement has been approved by the Extraordinary General Meeting of shareholders of THPA SA held on April 11, 2001, according to Article 23<sup>A</sup> of the Codified Law 2190/1920, as in force.

## 2. CONCESSION – DESCRIPTION OF CONCESSION OBJECT

**2.1** The State hereby concedes to THPA and THPA accepts the concession of the exclusive right of use and exploitation of the lands, buildings and facilities of Thessaloniki port terrestrial zone, for the contractual duration and under the special terms and conditions stipulated herein.

**2.2** For the purposes of this Agreement, the conceded right of use and exploitation, as defined in the following Article 3 (hereinafter the “Right”) shall extend, subject to Article 2.4, to the following concession objects:

(i) the covered or open air dry land sections (lands) of the terrestrial port zone of Thessaloniki Port, as written down and plotted as shaded section on the Survey Diagram dated

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May 2001 of THPA Technical Services, signed by the parties, attached hereto as Annex A and constituting a material and integral part thereof (hereinafter the "Terrestrial Port Zone"),

(ii) the extant, at the time of the signature of this agreement buildings, permanent structures, port works, alluvial deposits, improvements, internal roads and road accesses, the internal rail network, the underground or above ground public utility network sections, the components and in general the appurtenances of the Terrestrial Port Zone, meant as overlying or underlying the vertical projection of the Terrestrial Port Zone, as recorded and enumerated in Annex B hereto, signed by the parties, attached hereto and constituting a material and integral part thereof (hereinafter the "Buildings and Facilities").

(iii) the extensions, sites and works defined in Article 2.6 herein.

(iv) the marine zone of the Port as such is defined by the D.L.2344/40 and under its special terms and conditions.

**2.3** The Terrestrial Port Zone referred to herein, is plotted and featured in Annex A hereto or/and occurs from the application to this day of the issued administrative acts on the land planning of the terrestrial port zone and of the Free Zone of the Port of Thessaloniki, in combination to the application of the provisions of the L.D. 444/1970 and of the L.D. 377/1974.

The Greek State undertakes to call forth within two years from the signature of this Agreement, the issuance of the necessary normative acts for the codification of the extant normative acts or/and the settlement of the boundaries of the terrestrial port zone, with an area and limits coinciding with those of Annex A'.

**2.4** As an exception, the Right conceded hereby shall not cover the following cases:

(i) the buildings and facilities serving the needs of public services, companies or organizations, as strictly provided each time according to the provisions of the legislation in force and especially of Article 21 of the D.L. 2344/1940, as in force, as well as the area of the repair base of the Hellenic Coastguards. In case of doubt, the emergency contribution of the State and the special terms and conditions of exercise of the relevant right shall be defined by the parties as reasonably deemed, according to the legislation in force, to this Article and to Article 3.3 herein.

(ii) the sections of the terrestrial and marine area of the port required from time to time for reasons of evident needs of the national security and public order and security for the sheltering or accommodation of divisions of the Hellenic Armed Forces, the mooring and berth of vessels of the Hellenic Coastguards and of the Marine Corps further to notification of THPA SA that will be able to express its opinion as to the designation of the most appropriate and secure berth position.

**2.5.** The uses and the exploitation of the specially configured buildings of pier A' and its surrounding area are ruled by the Common Ministerial Decision number YPO/DIOIK/16968/27/03/2001G.G. FEK 375B 05/04/2001 of the Ministers of Culture and Mercantile Marine issued in execution of the seventh Article, paragraph 7 of L. 2688/99.

**2.6** This concession and the conceded Right shall also rightfully extend to the terms of Article 3.

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**2.6.1** Extension of the concession constituting the object of these present means the one referring:

(i) to the possible extensions of the Terrestrial Port Zone defined from time to time with the Administrative normative acts required by law and to the buildings and facilities on such extensions in the full magnitude of item (ii) of Article 2.2, that shall apply proportionally,

(ii) to the legally created alluvial deposits and banking up that constitute an extension of the Terrestrial Port Zone seawards, as well as to the works and facilities on the above, in the full magnitude of item (ii) of Article 2.2, that shall apply proportionally,

(iii) to the new building works, port, road and rail infrastructure works within the Terrestrial Port Zone and the additions and improvements of any nature occurring in application of the terms herein.

**2.6.2** Subject to Articles 3 and 5, the above-mentioned extension of the Agreement shall happen rightfully and without need for readjustment of the concession consideration, provided the following concur on aggregate:

(i) the legal procedures and wordings have been kept and the permits and approvals required each time in relation to the execution of the relevant works have been obtained, and

(ii) the relevant works have been subsumed in the approved schedule of works foreseen in Article 7 herein or constitute maintenance or repair works contractually burdening THPA according to the provisions hereof.

In the cases where on the basis of these present, an additional consideration is foreseen, its level shall be defined according to the terms hereof and especially to Article 5, according to the special distinctions thereof.

**2.7** THPA, as represented, declares hereby that the concession objects defined in Article 2.2, items (i) and (ii), i.e. the Terrestrial Port Zone and the Buildings and Facilities are already in its occupancy and are already the object of use and exploitation by THPA. In addition, it declares that it has received and accepted the above considering them fully appropriate for the purposes of this Agreement.

### **3. RIGHT OF USE AND EXPLOITATION**

**3.1** The right of use and exploitation of the concession objects (the "Right") mentioned in Article 2.1 herein consists in the possibility for THPA throughout the duration of these present to occupy, use and exploit the Terrestrial Port Zone, the Buildings and the Facilities, and the extensions under Article 2.6 for the purpose defined in paragraph 3.3, according to the terms and limitations of these present, with the following special content.

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(i) The meaning of the use includes the natural occupancy and ruling of the concession objects and the forbiddance of their use by others, subject to the obligation of securing access to the users and means of navigation, as well as to the access rights of the State, according to the legislation in force, in such a way as not to impede the port operations and in general as to achieve the statutory objects of THPA.

(ii) The meaning of the use also includes the possibility of exploitation of the concession objects to shelter, install and serve the business and operation needs of THPA, in the context of its object and the legislation in force,

(iii) The meaning of the exploitation includes the possibility of valorization of the concession objects for the provision of port services against consideration to users of the port, the provisional concession against consideration of the use of areas and the realization of capital investments by THPA or thirds in buildings and facilities of any nature with the purpose of supporting new activities or extending existing ones, subject to Article 3.2 and to the current legislation.

**3.2** The Right is firstly and mainly granted to achieve the objective of the Port of Thessaloniki and THPA undertakes to exercise it in direct relevance to the port action, to support activities and business initiatives that directly serve the provision of port services.

The exercise of the Right shall only be possible further to a specific agreement between THPA and the State and to an adjustment of the consideration according to the stipulations of Article 5 herein, provided the corresponding buildings and facilities, existing or new, are destined or used actually and mainly for purposes that are not directly related to the provision of port services, such as in particular for industrial, cultural, tourism and trade exploitation purposes (hereinafter the "Other Purposes").

**3.3** During the exercise by THPA of the Right of use and exploitation of the concession objects, the following criteria shall be taken in account in order of priority:

(i) the protection of national security, as well as of public order and safety,

(ii) the National Port Policy, as such is each time defined by the competent Public agent,

(iii) the protection of the safety of navigation, of the port users and of the health and safety of THPA personnel,

(iv) the protection of the environment,

(v) the securing of the provision within the Port of Thessaloniki of all the port services expected from a modern port with international activity and proportional strategic position,

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under the strict agreement that the abolition of port services rendered today shall only take place further to a strict approval of the State,

(vi) the reinforcement of the national and local economy and the service of the local and international trade, and

(vii) the securing of the economic viability and profitable operation of THPA.

**3.4** The meaning of the use and exploitation shall also include the suppression of existing facilities or the demolition of building facilities, provided such actions have been foreseen in the Investment Plan approved by the State, according to the stipulations of Article 7 hereof.

**3.5** The exercise of the Right shall be subject to the limitations of Article 9 (Obligations of THPA SA), such limitations being agreed as material content of the Right. THPA SA shall not be able to oppose the Right against the State upon the exercise by the State of public authority for the protection of public interest and national security or upon the exercise of step-in rights in emergency cases and control foreseen by the law or these present. Similarly, THPA shall not be able to exercise the Right in a manner refuting the right of access of the users of Thessaloniki Port, save for to the extent this is foreseen by the law or for reasons of security, protection of the public interest or justified interests of THPA SA, always taking in consideration Articles 3.3 and 9.

**3.6** The Right is granted to THPA for the duration agreed on herein in an exclusive manner.

**3.7** The exclusive granting of the Right does not ignore the perspective of possible deregulation of the provision of port services. Should this happen, the contracting parties agree and undertake that, to the extent foreseen each time by the current legislation, THPA SA shall proceed to a further concession of the use and exploitation of the lands, buildings and facilities to companies rendering port services, provided and to the extent the latter will have obtained the required approvals. THPA SA shall conform to the legislative and normative provisions that will relate to the implementation of an environment of deregulation of the rendering of port services. However, to the extent this shall not be contrary to strict provisions of the European Community Law, the State undertakes, in such case, to ensure that THPA SA shall be the concession entity of the use and exploitation of the necessary lands, buildings and facilities to companies rendering port services and having obtained the required approvals, and shall define and collect the relevant concession consideration, in the context of the legislation in force each time.

#### **4. DURATION**

**4.1** This Agreement is entered into for a defined duration and more specifically for an initial duration of forty (40) years, starting on the day of its signature and ending on the corresponding date of the year 2041.

**4.2** The initial duration of these present may be extended one or more times and in any case within the maximum limits provided by law by means of a new written agreement of the parties and modification of Article 4.1. Should this Agreement be extended, its terms, including the

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terms on payment of the concession consideration may be reexamined and be subject to renegotiation. The contracting parties shall discuss a possible agreement on extension the latest five (5) years before the expiry of the initial Agreement duration or its possibly agreed on extension of duration.

**4.3** This Agreement may be terminated before the expiry of the agreed on duration for a major reason, according to the stipulations more particularly contemplated in Article 13 hereof.

The termination or expiry of this Agreement and provided, in the second case, no extension has been agreed on, shall entail rightfully THPA obligation to hand over to the State the occupancy, use and exploitation of the concession objects, subject to Article 8.3. Exceptionally, any early termination of this Agreement shall not entail an obligation of handing over to the State any of the concession objects possibly conceded up until then to third parties according to the terms hereof, provided however that THPA has secured, concerning these concessions a right of immediate and damage free substitution in favour of the State to the whole extent of the rights of THPA from such concessions, including a relevant clause in the relevant agreements. In any case, the duration of such concessions to thirds cannot extend beyond the agreed duration of this Agreement.

**4.4** In case of termination or expiry, THPA shall hand over the concession objects to the State in the condition foreseen in Article 6.4.

**4.5** The handover time schedule and procedure in case of termination or expiry shall be agreed on in good faith by the parties in order to serve the priorities of Article 3.3 hereof. In case of disagreement of the parties concerning the above definition, the handover time schedule and procedure shall be defined by the competent courts, also taking in account the criteria and priorities of Article 3.3.

**4.6** Regardless its termination or expiry, the terms of this Agreement shall remain valid and shall bind THPA and the State for the whole time interval between the termination or expiry and up until:

(i) the receipt of an irrevocable court decision on possible contestations of the validity of the termination by the State provided such contestations are brought in good faith and in an a due manner procedure wise, or

(ii) the possible designation on behalf of the State of a substitute successor legal person, as an entity with right of use and exploitation of the concession objects within the Port of Thessaloniki, or

(iii) the completion of the renegotiation and the achievement of a new agreement concerning a new concession to THPA.

The State step-in right shall remain valid throughout the above condition and can be exercised should the relevant circumstances occur.

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## **5. CONCESSION CONSIDERATION**

**5.1** The State proceeds to the concession of the Right for the duration of Article 4.1 against a consideration that shall be paid by THPA. The concession consideration is defined in the following paragraph 5.2 and has been agreed on further to negotiations of the parties, after having taken in account that THPA A.E. and its assignees have significantly contributed up until now to the setting of the concession objects in their present shape and have mainly undertaken the financing of the execution of the existing works of any nature (port and other) defined in Annex B' hereto. Consequently, the factor of previous investments has been counted in the consideration that is agreed and reckoned by the parties as fair and reasonable.

**5.2** Concerning each of the first three (3) years of this Agreement, that will, for the sake of calculating the concession consideration, be identified with the corresponding corporate financial years of THPA SA, it is agreed that the concession consideration shall equal at first the percentage of one percent (1%) of the total consolidated yearly income of THPA for the relevant financial year, save for the extraordinary income, the income of previous financial years and the income from financial management. It is agreed that this percentage shall be adjusted rightfully after the third year elapses to a percentage of two percent (2%), maintained on the same calculation basis. The consolidated income shall include the income of companies of any legal form in which THPA participates, weighed by the percentage of participation of THPA and regardless of any concurrence of liability or existing option of accountancy consolidation.

**5.3** The concession consideration of paragraph 5.2 shall be subject to further adjustment and increment during the initial duration of Article 4.1, in the following circumstances:

(i) in the case of extensions of the concession objects destined or indeed and mainly used for Other Purposes, by THPA or thirds, for which the State must grant its relevant approval. In such case, the additional consideration is agreed on by the parties case by case.

(ii) in the case of use or/and exploitation of existing buildings and facilities indeed and mainly used for Other Purposes, by THPA or thirds, for which the State must grant its approval according to the stipulations of paragraph 3.2 of this Agreement. In such case, the additional consideration shall be agreed on by the parties case by case.

(iii) in the case of renegotiation of this Agreement under the terms of Article 15 hereof.

Each readjustment shall be agreed on and recorded in an Additional Act entered into on the occasion of submission and approval of the Investment Plan of Article 7 hereof. Each Additional Act shall be signed by the representatives of the parties, shall be adjunctive to this Agreement, shall follow the duration of this Agreement and shall be governed by the whole of its terms except if exceptionally stated differently. Each Additional Act shall determine clearly as a minimum content, the terrestrial sections, the works, the buildings and the facilities it refers to, depending on the case, the relevant uses, as well as the corresponding additional concession consideration.

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The parties agree that no additional consideration shall be owed in the case of works of maintenance or restoration of existing facilities of pure port character.

**5.4** The concession consideration shall be cleared and paid in one installment within the first fortnight of the month of [July] of each year in an account of the State kept in the Bank of Greece, its calculation being based on the consolidated financial data of exploitation of THPA of the most recent completed financial year. The above shall also be valid referring to any additional consideration that might be agreed according to Article 5.3, subject to the discretion of the parties to set a different audit and payment time as far as the additional consideration is concerned.

**5.5** The payment of the consideration shall compulsorily be accompanied by a written clearance, care and liability of THPA, based on the accountancy data of THPA and its associated companies, on the possibly valid Additional Acts as well as on the possible other documents of determination of the State additional fee calculation basis foreseen in such Additional Acts. The written clearance of THPA shall feature the cleared consideration in categories and shall be sufficiently detailed in order to allow an easy cross checking based on the procedure of Article 5.6.

**5.6** In case of disagreement between the parties as to the accuracy of the calculation for the determination of the amount of the consideration, i.e. provided a divergence is established between the internal clearance of THPA and the clearance further to the State control according to Article 10 hereof and such difference is not accepted by THPA, the State and THPA shall select a certified auditor (or an auditing firm) independent from THPA, and shall jointly entrust it with the audit in order to establish the existence and extent of any divergence. The findings of the independent auditor shall burden THPA provided such findings confirm the inaccurate calculation in view of the payment of the consideration. Should the clearance of THPA SA be confirmed, the above cost shall burden the State.

**5.7** Any delay of payment, according to Article 5.4. hereof, shall result in burdening THPA with the legal interests.

**5.8** The obligation of payment of a concession consideration shall in no case revert to a time earlier than the entering into of this Agreement.

## **6. DECAY/DAMAGE/MAINTENANCE OF CONCESSION OBJECTS**

**6.1** THPA SA shall bear the responsibility and the expenses of the current preventive maintenance of the concession objects and of any additional works and facilities, in order to maintain the possibility of continuous service of the users and the safety of the users and navigation workers, and in general, a smooth and unimpeded operation of the port.

The minimum specifications of ordinary preventive maintenance and the periodicity per type of maintenance are described in Annex C' hereto, that is signed by the parties, attached hereto and constitutes an integral part hereof.

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**6.2** THPA shall bear the responsibility of restoration and repair of extraordinary damages and decays of the concession objects for reasons due to defective use or lack of current preventive maintenance of the buildings and facilities. The restoration time shall be reasonable each time, provided THPA shall undertake without delay the straight-forward initiative of restoration.

**6.3** In case of damages, decays or losses to the concession objects due to unforeseen natural reasons, mischievous or terrorist acts, hostilities, vandalism or to natural reasons, THPA and the State shall jointly bear the initiative and agree in good faith on the restoration expense allocation, in order to serve the purposes of Article 3.3, taking in account, as concerns the allocation, the particular vocation of the damaged facilities, i.e. if they mainly serve THPA activities or the public interest and the global operation and safety of the Port of Thessaloniki, the warrantor of which being also the State, as to the part relating to it.

**6.4** At the time of termination or expiry of this Agreement and, subject to the provisions of Articles 3.2, 3.7, 4.4, 4.6, THPA shall be responsible to handover the up until then concession buildings and facilities of any nature in good condition, able to be used for the relevant purposes and taking in account:

- (i) The obligations and specifications of periodic preventive maintenance of Annex C',
- (ii) The reasonable wear and tear,
- (iii) the normal wear due to justified nonuse (only as concerns buildings),
- (iv) the possible decays, damages or losses under Άρθρο 6.3, and
- (v) the removal or demolition of facilities or building respectively approved by the State.

**6.5** For the above handover further to termination or expiry of this Agreement, a relevant report shall be written up further to examination. The content of the report shall be compared to those of Annex B', as possibly amended up until then, taking in account the stipulations of Article 6.4.

## **7. EXECUTION OF WORKS**

**7.1** Throughout the duration of this Agreement, the parties reckon that the development of the Port of Thessaloniki as well as the fulfillment of its objectives and of the priorities of Article 3.3 render necessary the execution of works on the Terrestrial and Maritime Port Zone. This Article regulates, in the form of a framework, some issues related to the works that it is necessary or purposeful to construct during this Agreement.

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In each case, the works are distinguished in common and national level works, according to the seventh Article, par. 3 of L. 2688/1999 and its possible amendments.

The parties may independently set, with a further agreement, the particular rules related to the categories of works that will complete the ones foreseen by this Article and the provisions of the legislation in force each time.

**7.2** The work planning initiative shall be in principle undertaken by THPA. Exceptionally, the State may take the initiative concerning works of national level or of National Port Policy. THPA shall not be able to oppose the Right during the execution of works of national level, save and provided this is justified by the priority of the purposes hereof, as recorded in Article 3.3.

During the execution of works, the awarding authority shall be THPA, save for the works of national level or General Port Policy where the finance responsibility shall be borne by the State. In this last case, the State shall entrust THPA with all the procedures of drawing up the designs, putting the works to tender and execution (as Head Authority and Directing Service), according to the legislation in force on public works, while keeping the competence of awarding authority and bearing the expenses.

**7.3** During the execution of works in general, THPA shall obtain, ensure and keep the required permits and approvals each time (including the formulations of this Article 7 and the approvals of the seventh Article of L. 2688/1999) and shall take any necessary measure to protect the safety of the users of the Port of Thessaloniki. THPA shall observe the provisions of the legislation in force, especially concerning the award (and the awarding procedure) of the execution of works, the safety of the users and of the workers and the security signage in the work site areas and in their accesses. The execution of works shall be carried out according to the provisions on execution of public works and up until the approval by law of the regulation of execution of works of THPA SA.

**7.4** The execution of works shall be part of an Investment Program of THPA that shall be written out by THPA on a five-year basis and shall be specified in a yearly apportionment through Annual Work Programs (AWP). The State, by approving the Investment Program, undertakes the commitment to pay the part of the Public finance possibly foreseen with a simultaneous undertaking of the relevant obligation. In the case of self-financed works, THPA undertakes the relevant obligation.

**7.5** The State shall contribute to the financing of works of national level, to achieve the vocation of Thessaloniki Port according to Article 3.3. Furthermore, the State may, at its discretion, participate in the financing of other works of Thessaloniki Port, in case such works are necessary for reasons of public interest or they contribute to the improvement or upgrading of the infrastructure in general or the rendering of port services.

**7.6** In case of acceptance by the State of granting a financial, capital or credit contribution, support or aid, the State shall see to the carrying out of the necessary notifications and obtain the approvals foreseen each time by the European legislation on state aid.

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The State shall comply with any special terms put by the European Commission concerning the provision of contribution, support or aid considered as state aid.

**7.7** The validity of this Agreement and the Right shall extend to new works, according to the special provisions of Article 2 hereof. In case of works financed or co-financed by the State, the adjustment of the concession consideration shall take place according to the provisions of Article 5, in reasonable proportion to the financing contribution of the State, in case of completion of works that have been co-financed by the Greek State, subject to the provisions of Article 7.6. In the case of works self-financed by thirds or co-financed by THPA, THPA shall be entitled to act freely, subject to the Articles 3.2, 5.3 and 7.3, as well as to any limitations of the Law. The exploitation of self-financed works cannot be conceded to thirds for a duration of time exceeding the duration of validity of this Agreement.

**7.8** The obligations of THPA specified in Article 6 hereof concerning the maintenance and repair of facilities shall also rightfully cover any new works created during the period of validity of this Agreement.

**7.9** Article 7.4 shall not apply to works that are already under execution at the time of signature of this Agreement.

## **8. IMPROVEMENTS**

**8.1** The Works and additions, extensions and improvements of the Terrestrial Port Zone, the Buildings and Facilities, shall rightfully devolve to the ownership of the State. The ownership status of the annexes that may be detached and of the improvements to mobile equipment shall be judged based on the provisions of the Civil Code. However, in case of early termination of this Agreement, THPA shall not be able to take the annexes that may be detached and the ameliorations if such have been co-ceded to pending concessions to thirds, in the rights of which the State has substituted THPA according to Article 4.4.

**8.2** The new Works for which the procedure of Article 7 has been observed and any additions, reconstructions, repairs to buildings or other infrastructures and utility infrastructure that THPA proceeds to during the period of validity of this Agreement, to the extent they have been financed by THPA or by loan capitals paid by THPA, shall be deemed New Investments. THPA shall be entitled to compensation from the State relating to the non depreciated value of the New Investments at the time of termination or expiry of the Concession Agreement. Such non depreciated value of New Investments shall be calculated on the basis of the depreciation coefficients in force each time for tax purposes.

Subject to the liability of THPA pursuant to Article 6.4 above, the estimated non depreciated value of New Investments at the anticipated time of expiry of this Agreement, pre-settled and reduced to the current value (the "Current Final Non depreciated Value of New Investments"), may be counterbalanced with the concession consideration that shall be due during the last five (5) years of duration of concession, in whole or in part. In case of such counterbalance, the State shall be partly exempted from the obligation of the previous paragraph and THPA shall be exempted from the obligation of payment of the equivalent consideration. The pre-settlement shall take in account as critical time, the time of the periodic payment of the consideration. Any

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relevant calculation shall be carried out by THPA and be subject to a final adjustment and clearance at the termination or expiry of this Agreement. Any disputes as to the calculation of the Present Non depreciated Value of New Investments shall be resolved according to the procedure of Article 5.6.

**8.3** Upon termination or expiry of this Agreement, THPA shall firstly be entitled to detach, dismantle and take the improvements that are susceptible of independent ownership according to Article 8.1. To its sole discretion, the State may keep such improvements, in whole or in part, to the extent it considers that they serve the operation of Thessaloniki Port as a whole, by paying THPA a consideration equal to their non depreciated value at the time of termination or expiry.

## **9. OBLIGATIONS OF THPA SA**

**9.1** During the exercise of the Right, THPA shall demonstrate the required diligence and care for the strategic, social and business vocation of the concession, as stipulated in 3.3.

**9.2** Throughout the duration of this Agreement, THPA shall continuously and uninterruptedly provide a global range of port services. THPA shall ensure the covering of the needs of the users as shaped from time to time and shall intervene, subject to the legislation in force each time, to cover the needs and in relation to port services of which the provision might be deregulated in the future.

**9.3** THPA shall see to the permanent upgrading of the level of services to the users, the improvement of the conditions of access and the securing of compatibility with forms of terrestrial transport.

**9.4** THPA shall supply, maintain and keep in safe and operational condition, the satisfactory shearing infrastructure, vessels and terrestrial means of support of its port activity.

**9.5** Concerning the Free Zone of Thessaloniki Port, THPA shall fulfill its special obligations pursuant to the Law and shall see to its secure delimitation and protection, with the help of the custom authorities and of the State.

**9.6** THPA shall secure an equal access, a fair handling of users and shall avoid any unfavorable or preferential treatment.

**9.7** THPA shall obtain, to the extent this is mandatory according to the legislation in force, the required approvals concerning the setting of its invoicing policy, in relation to the deregulated activities each time, observing the provisions of Article 21 hereof on the invoicing policy and the Consumer Obligation Chart.

**9.8** THPA shall be responsible for the protection of the terrestrial and marine environment and the antiquities and shall abide by the provisions in force each time. THPA shall

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particularly see to and undertake initiatives to observe all the specifications in terms of management of sewage and waste and in terms of prevention and restoration of damages to the environment, in the zone of responsibility as such is defined in paragraph 2.2. herein, according to the legislation in force.

**9.9** THPA shall see to:

(i) the installation and maintenance of the required port equipment for safe navigation

(ii) the regular dredging of the berths, of the port docks and vessel mooring positions only within the port zone,

(iii) the cooperation with the competent Services related to the above-mentioned obligations of THPA SA, and

(iv) the promotion of the safety level of the area of Thessaloniki Port.

(v) the imputation of the damage by thirds restoring expenses, according to legislation in force.

(vi) the timely information of the State concerning the initiatives taken by THPA that impede the fulfillment on behalf of the State of the State obligations or the implementation of the National Port Policy.

**9.10** THPA shall comply with the provisions in force each time and governing the operation of Thessaloniki Port and of the Free Zone, the provision of port services and the access to users and to port services companies.

**9.11** THPA shall facilitate the controls and inspections of the State foreseen by the legislation in force and by this Agreement and shall cooperate with any service of the State in the context of its pertinence.

**9.12** The obligations covenanted herein shall not act in favor of any thirds nor shall they represent the foundation for any liability of THPA towards thirds.

## **10. STATE INSPECTION**

**10.1** Regardless of the controls foreseen each time by the current legislation and herein, in order to ensure the observance of the provisions of this Agreement, the State shall be entitled, through its competent organs, to proceed to regular inspections of Thessaloniki Port, so as to establish the proper fulfillment of THPA obligations as foreseen herein. The inspections shall be

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carried out regularly per year. The inspection shall be carried out by a team designated by the Ministers of Finance and Mercantile Marine. In every case of inspection, a report shall be written up expounding the time of inspection and the detailed findings. A copy of the report shall be provided to THPA without delay.

**10.2** Should a defect be established during the inspection and subject to Article 5.6 in the particular case of determination of the consideration, the State shall notify THPA, setting a reasonable deadline to cure the defect, depending on its nature and on the extent of the remedial measures. Upon expiry of the set remedial deadline, the inspection shall be reiterated to establish the remedial. Should the new inspection establish that the defect remains and is due to a default of THPA, the State may cure the defect using any means it considers expedient and appropriate at the expenses of THPA.

## **11. OBLIGATIONS OF THE GREEK STATE**

**11.1** The State shall, throughout the duration of this Agreement, grant THPA the necessary assistance to fulfill the vocation of the concession according to Article 3.3, in the context of the national and European community legislation in force.

**11.2** The State shall see to ensure, maintain and develop the road and rail accesses for the users, the transportation means and the citizens in general as far as the limits of the Terrestrial Port Zone, as well as to keep the sea access from areas outside the maritime zone of the port, for the purpose of:

(i) unimpeded carrying out of the commercial, passenger and urban traffic and movement of pedestrians, vehicles and transportation means from and to Thessaloniki Port and its surroundings,

(ii) the increased range of Thessaloniki Port as to the handling of cargos of any kind meant for land destination in the broader area of Northern Greece and neighboring states, and

(iii) securing the possibility of direct maritime and terrestrial access to the State services that have the competence, obligation or possibility to assist or intervene for the safety of persons, means and facilities within the terrestrial and maritime area of Thessaloniki Port.

**11.3** The State shall ensure the existence and maintenance, to the best possible extent, of public utility networks (power supply, water supply, sewage, etc) as far as the limits of the Terrestrial Port Zone.

**11.4** The State shall see, through its services, to the police, security and order observance within Thessaloniki Port, in the context of the legislation in force.

**11.5** The State shall finance Works, according to the provisions of Article 7 hereof.

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**11.6** The State shall inform THPA with regard to the decreative initiatives that may affect or increase its obligations pursuant to this Agreement and shall ensure to the best of its abilities the consultations between the representatives of its competent services and those of THPA concerning the initiatives and the intended legislative variations that affect in general the port action. THPA shall avoid applying policies that impede the compliance of the State with its international obligations.

## **12. FORCE MAJEURE**

**12.1** The parties shall not be liable for default in terms of fulfillment of their obligations under this Agreement, provided and to the extent that such default is due to an event of force majeure. For the purposes hereof, force majeure events shall be considered the conditions beyond the reasonable control of the parties, such as unusual weather phenomena, acts of God, earthquakes, epidemics, environment pollution conditions or concentration of toxic, biological or radioactive elements to an extent and degree threatening directly peoples' life, floods, war, warfare, terrorist or generalized conflicts and violent actions, rebellions, bombings, fire, explosion, interruption of power supply or damage of engines duly certified and any other similar or equivalent condition that cannot reasonably be predicted and handled immediately, autonomously or with the assistance of the other contracting party.

**12.2** The contracting parties shall advise one another without delay and using any expedient mean immediately upon cognition of the occurrence of the force majeure event or circumstance and shall take all measures and cooperate in the best possible manner to mitigate such event or circumstance and to limit its extent, duration and effect.

**12.3** The limitation of the parties' liability under Article 12.1 shall apply throughout the duration and extent of the relevant event or circumstance as long it is not possible to restore or to limit the extent, the duration and the effects of such event or circumstance.

**12.4** In taking autonomous measures to confront the issues occurring due to force majeure and in planning the measures of cooperation for a joint mitigation, the parties shall observe the priorities of Article 3.3 of this Agreement.

## **13. TERMINATION**

**13.1** This Agreement may be terminated only by the State and only for a major reason related to the violation of a material contractual clause. A major reason in the sense of this Article is particularly brought forward by the following events:

(i) the repeated or continuing omission of fulfillment on behalf of THPA of its obligations as foreseen herein for the exercise of the Right conceded hereby, resulting in a threat to any of the elements (i), (ii), (iii), (iv), (v) and (vi) of Article 3.3,

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(ii) the repeated delay of payment by THPA to the State of the consideration due under this Agreement, as defined and adjusted according to the provisions herein,

(iii) the declaration of bankruptcy, compulsory administration or liquidation of THPA.

**13.2** Should the State consider that any of the events constituting a major reason according to the above has happened, justifying the exercise of the termination right, according to the provisions of this Article, it may notify THPA in writing of the occurrence of the major reason, strictly mentioning the circumstances that, to its judgment, constitute a reason for termination of this Agreement and set, if possible, a time limit so that THPA may take any due measure in order to remedy the violation. Such notification is not required in the cases where the State step-in right is exercisable.

**13.3** The termination is exercised with the notification to THPA of a termination document by the State, with immediate validity. The termination brings the end of this Agreement whereas, subject to the rights acquired by thirds under Article 4.4, the parties shall refrain from any activity they had the right to exercise under this Agreement.

(i) More specifically, upon termination of this Agreement, THPA shall hand over the Terrestrial Port Zone to the State, free of any equipment belonging to THPA, save for that equipment that has been conceded to thirds or that it does not intend to remove and to the stay of which the State does not object, within a time limit of three (3) calendar months. The parties may agree in writing an extension of the handing over deadline that however cannot exceed a six-month period. Up until the completion of the handing over procedure as evidenced by a relevant protocol of handing over – receipt signed by both contracting parties, THPA shall provide port services and maintain Thessaloniki Port in operation to serve at least the basic needs of the users.

(ii) Apart from the stipulations of Article 8.2 hereof, THPA does not maintain against the State any demand or claim for possible improvements in the Terrestrial Port Zone saved after the termination thereof.

**13.4** Upon termination of this Agreement, the State rightfully substitutes THPA in all its rights and obligations with regard to all the works under development.

#### **14. NON TRANSFERABLE**

The Right and any right conceded herewith to THPA are meant non transferable, in whole or in part. The fact that the Right is defined as non transferable does not limit the possibility of further concession of the use of the concession objects in application of Article 3.1 (iii), in application of Article 3.7. and of the realisation of investments by thirds, under the terms herein.

#### **15. RENEGOTIATION**

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**15.1** The terms of this Agreement may be subject to renegotiation, in whole or in part, either in the cases where an additional consideration is required, according to the terms hereof, or in the case of a material change of the conditions, according to Article 388 of the Civil Code. It is agreed that the circumstances constituting a material change of conditions shall also include:

(i) the occurrence of a force majeure reason or of another reason justifying the step-in of the State according to the Law or to this Agreement for a duration of time exceeding three (3) months,

(ii) any obligation of the State in compliance with primary or derivative law originating from the European Union or with international conventions or treaties Greece has subscribed or adhered to, the achievement of significant technological progress, material demographic and other changes with currently unpredictable effects on the future operation and needs of Thessaloniki Port, subject to all the rights of THPA under Article 3.7 hereof, and

(iii) any reduction of the percentage of participation of the State in the share capital of THPA under the limit of 51%.

**15.2** Each of the contracting parties shall be able to have the initiative regarding the commencement of the negotiations, notifying in writing the other contracting party of the issues proposed to renegotiation and of the circumstances justifying the renegotiation to its opinion. The contracting parties shall attend the negotiations within one month from the notification of the above document and shall attempt through debates of good faith, to settle the questioned issues by renegotiation or conciliation. Should an agreement be reached, such agreement shall be recorded in an Additional Act that shall amend, to the foreseen extent, the terms of this Agreement. The renegotiation shall take the criteria of Article 3.3 into account.

**15.3** Should the contracting parties be unable to reach an agreement, then:

(i) either the issues shall be referred to resolution under Article 16, according to Article 372 of the Civil Code, or

(ii) this Agreement shall be terminated, provided there really exists a major reason.

## **16. RESOLUTION OF DISPUTES**

**16.1** Should any dispute, disagreement or contestation occur between the State and THPA, deriving or in relation to this Agreement, such issue shall be resolved according to the stipulations of the following paragraphs.

**16.2** Provided the dispute is of technical nature, that is it concerns an issue purely technical, such dispute shall be resolved according to the legislation in force through expertise carried out by a three-member panel, comprising qualified engineers graduates from the schools of

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Greek universities or equivalent recognized foreign education institutions. Each contracting party shall be entitled to appoint, by written declaration to the other contracting party, one member of the panel within a time limit of twenty (20) days from the receipt of a written request by the other contracting party concerning the reference of the technical issue for resolution by the Panel of this Article. In case of untimely appointment of the member that any of the contracting parties is entitled to appoint, such member shall be appointed by the Technical Chamber of Greece (TEE), along with the third member of the Panel, according to the procedure that shall be set by TEE, further to a relevant request of any of the contracting parties herein.

The panel shall issue its expertise report the latest within three (3) calendar months from the date of acceptance of appointment of its members, as per above. The expertise report that shall be issued shall be binding to both the contracting parties. However, any of the contracting parties is entitled to bring the dispute before court judgment according to the provisions of the immediately following paragraph, within an exclusive time limit of thirty (30) working days. Should the expertise report not be issued and notified to the contracting parties in due time, the parties are not bound by such carried out expertise and have the right either to ask in a joint request for the appointment of a new Panel whereas the provisions already mentioned per appointment and expertise report issuing shall apply, or refer the dispute directly according to the provisions of the immediately following paragraph.

**16.3** Any dispute, disagreement or contestation of the parties according to the above, that either is not of technical nature or, although of technical nature, is not resolved according to the provisions of the above paragraph, shall be resolved judicially by the Courts of Thessaloniki that are agreed to be the competent ones jurisdiction wise.

## **17. STEP-IN RIGHT OF THE STATE**

**17.1** The State shall be entitled to exercise a step-in right in the cases foreseen by the Law or this Agreement. To exercise the step-in right in execution of this Agreement, the State must have first established the step-in need, represented to this purpose by the Minister of Finance and the Minister of Mercantile Marine. By exercising the step-in right, the State proceeds to the interruption of any transactional activity and any Work. Subject to the provisions of the law, the step-in right is exercisable in a limitative manner:

(i) in case the State, as per above represented, reasonably deems (subject to the government acts) that:

(a) THPA transgresses a material obligation hereunder, to an extent and in such a manner as to provoke an immediate and major risk to the safety of the Port users in general, or

(b) due to an act or to an omission of THPA, there is or there is a threat of major disturbance or destruction of the environment and the extent and degree of the disturbance or destruction is such as to justify the step-in or the interruption of the exercise of the Right,

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Provided, in each of the above under (a) και (b) cases, the State has previously granted a reasonable warning to THPA for a voluntary restoration and such deadline has elapsed materially idle.

(ii) in the case where THPA ceases fully or to a material extent and permanently rendering or abandons in fact the minimum services of Article 3.3 (iii) or ceases materially satisfying the minimum requirements of Article 3.3. for a reason that does not refer to an act or omission of the State,

(iii) in the case where for reasons beyond the planned maintenance, the taking of emergency measures to restore the safety of navigation or force majeure, Thessaloniki Port remains closed for users for a continuous period exceeding forty eight (48) ώρες,

(iv) in case the State deems that its step-in is required to prevent or ward off an immediate risk for the life or health of people, or

(v) in any case during which the State deems purposeful to step-in for the protection of national interests and for public order and security.

**17.2** With the occurrence of any of the events of Article 17.1, the State may with the procedure of that same Article, suspend the validity of the Right and the State may put Thessaloniki Port, in whole or in part, under the administration and management of the State and may also take any measure deemed necessary to restore the circumstances that constitute the step-in justified grounds, observing the principle of proportionality.

**17.3** The State step-in right shall rightfully end with the elimination or restoration of the circumstances that constitute the step-in justified grounds. In such case, the State shall hand over to THPA the management and administration of Thessaloniki Port and the Right shall resuscitate up until the agreed on expiry of this Agreement.

**17.4** The exercise of the State step-in right pursuant to this article, shall not bar the exercise of the right of carrying out inspections pursuant to Article 10 nor the possibility of termination of this Agreement by the State.

## **18. AMENDMENTS**

**18.1** This Agreement may be amended only by a newer written agreement that shall be duly signed by the legal representatives of both parties.

**18.2** In the case where, due to unexpected variation of the conditions, such amendment is required and one of the contracting parties refuses unduly its consent to the whole or part of the amendment, the other contracting party is entitled to invoke the rights occurring from Article 15 hereof.

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## **19. COMMUNICATION OF THE PARTIES**

**19.1** THPA shall submit to the State annual reports related to the condition of the concession objects, to the evolution of Works and to possible damages, disasters and wears thereof.

**19.2** The State, being the owner, is entitled to proceed to remarks and recommendations to THPA concerning the use and condition of the concession objects and THPA shall comply with such remarks and recommendations, to the extent no divergence from the terms of this Agreement are introduced and the Right is not cancelled or limited, the purpose of the concession being also taken in account.

## **20. NOTIFICATIONS**

Any communication or notification of the parties foreseen on the basis herein or realized in relation thereof shall be deemed validly made, provided it has been made in writing and sent, notified or delivered to the parties at the following relevant addresses and relevant designated recipients:

### **To the Greek State**

- (A) Ministry of Mercantile Marine  
Directorate of Ports and Port Works  
To the attention of the Director  
Fax: 4124332
  
- (B) Ministry of Finance  
General Division of Public Property and National Bequests  
Public Property Directorate  
To the attention of the Director

**Fax: +30 210 5237417**

### **To THPA**

Thessaloniki Port Authority SA  
To the attention of the Chairman of the Board of Directors  
Thessaloniki, within the port facilities  
Fax: +30 2310 510500

The contracting parties may designate new recipients, by means of a written document notified to one another according to the provisions hereof.

## **INTERIM FINANCIAL STATEMENTS**

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## **21. INVOICING POLICY**

**21.1** The approval of the service invoices of THPA shall be given by the Board of Directors of THPA, according to the stipulations of Article 12, par. 2 (16) of its Statutes, as incorporated in the eighth Article of L. 2688/1999, as in force. Increases of invoices may take place once per year. Further to every readjustment, the invoices shall be notified, in their valid form, to the Minister of Mercantile Navy.

**21.2** During the preparation and application of invoicing dues, works and services, THPA shall ensure their transparent and homogenous observance and the avoidance of preferential handling of users; it is however entitled to grant scale discounts based on objective criteria that shall be clearly stated in its invoices.

**21.3** THPA shall compile and review, as required, a Consumer Obligations Chart (C.O.C.) in which it shall specify, inter alia, its obligations towards the users in terms of rendering of quality services, management and time of response to the requests of clarifications or complaints. THPA shall ensure that updated copies of the C.O.C. are easily available to the public in the service areas within the Port of Thessaloniki.

IN WITNESS THEREOF, this Agreement has been written up in four (4) similar originals, two (2) for each of the contracting parties.

### **THE CONTRACTING PARTIES**

#### **For the GREEK STATE**

**THE  
UNDER-SECRETARY  
OF FINANCE**

**THE  
MINISTER  
OF MERCANTILE MARINE**

**A. Fotiadis**

**Chr. Papoutsis**

#### **For THESSALONIKI PORT AUTHORITY SA**

**The Chairman of the Board of Directors**

**The Managing Director**

**A. Genitsaris**

**S. Theofanis**

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**ANNEX A': DEPICTION OF THE CONCESSION ZONE**

**ANNEX B': RECORD AND DESCRIPTION OF THE CONCESSION BUILDINGS AND PORT FACILITIES**

**ANNEX C': CURRENT MAINTENANCE SPECIFICATIONS**



**ANNEX A': DEPICTION OF THE CONCESSION ZONE**

**ANNEX B': RECORD AND DESCRIPTION OF THE CONCESSION BUILDINGS AND PORT FACILITIES**

**ANNEX C': CURRENT MAINTENANCE SPECIFICATIONS**

(image)

ANNEX A ( DEPICTION OF THE CONCESSION ZONE)

(Accompanying the Concession Agreement dated )

RED: Terrestrial port zone boundary

THESSALONIKI  
THERMAIKOS GOLF

## **ANNEX B: INVENTORY AND DESCRIPTION OF THE CONCESSION BUILDINGS AND PORT FACILITIES**

### **General Description**

The port zone of THPA SA covers a surface area of approximately 1,550,000 m<sup>2</sup>, and extends over a zone approximately 3,500 m long. It has 6,150 m of wharves, 6 piers, administrative and technical assistance buildings, warehouses, sheds, special equipment and other facilities.

### **Description of the Concession Building Installations**

A detailed description of the concession building facilities within the port zone of THPA SA, follows. One should note that the regime of the Warehouses A, B, C, D and 1 has been regulated by the Common Ministerial Decision number 16968/27/03/2001 G.G. 375B/5.04.2001 of the Ministers of Mercantile Marine and Culture (article 17 par. 1 L.2892/2001). The right of use and exploitation of warehouses D and 1, complex B2 of warehouse B, warehouse C and the open area of Pier 1 are kept by the company.

#### **1. Warehouse A**

It is a two-storey construction of a total surface area of 2,070 m<sup>2</sup>, on pier 1. It is located northeast of the building of THPA central offices and south of warehouse 1. It was built in 1904 as a storage area and was renovated in 1997 thereon hosting cultural events.

#### **2. Warehouse B**

It is a complex of two warehouses of a total surface area of 1,698 m<sup>2</sup>, located at the southeastern side of Pier 1, on wharf 1. Built in 1904 as a storage area, it was renovated in 1997 and hosts cultural events thereon.

#### **3. Warehouse C**

Located at the southern end of pier 1 between the Port authority and Warehouse B. Its total surface area is 1,840 m<sup>2</sup>. Built in 1904 as a warehouse, it was renovated in 1997. It includes social event areas, offices, a library, etc.

#### **4. Warehouse D**

It is a two-storey warehouse building of a total surface area of 2,000 m<sup>2</sup>, located at the southern end of Pier 1. Built in 1904, it was renovated in 1997. It has two 250-seat movie theaters that may be also used as conference halls, with full cinema equipment and simultaneous translation facilities.

#### **5. Warehouse 1**

Located at the base of pier 1, north of warehouse A and southeast of the Passenger Terminal. It has a total surface area of 1,019 m<sup>2</sup>, was built in 1904 and renovated in 1997. It has two 250-seat movie theaters that may also be used as conference halls, with full cinema equipment and simultaneous translation facilities.

#### **6. Warehouse 6**

Ground floor storage area situated between warehouse 9 and warehouse 7. The total surface area is 430 m<sup>2</sup>. The building presents severe deterioration of the roof and walls. It was built in 1917.

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### **7. Warehouse 7**

A large storage area of a total surface of 1,530 m<sup>2</sup> located north and parallel to THPA main entrance road. It was built before 1917.

### **8. Warehouse 8**

It is a ground floor warehouse of orthogonal parallelogram ground plan, located at the edge of pier 2 facing southeast. It has a total surface area of 1,986 m<sup>2</sup> and was built in the 1940's.

### **9. Warehouse 9**

This warehouse consists of a large storage area totalling a surface of 1,540-m<sup>2</sup>, located at the level of pier 2 and behind warehouse 10. It was built before 1917.

### **10. Warehouse 10**

This ground floor of orthogonal ground plan is located east of the Free Zone office building and north of the Passenger Terminal. It has a total surface area of 2,020 m<sup>2</sup> and was built before 1917.

### **11. Warehouse 11**

This storage building is located behind THPA warehouses 6 and 9. It was erected around 1917 and has a total surface area of 384 m<sup>2</sup>.

### **12. Warehouse 13**

This ground floor square storage area is located between the PAEGA building and the Free Zone – Financial Service office building. It has a total surface area of 830 m<sup>2</sup> and the space is divided in 2 sections. It was built in 1917 and renovated in 2001.

### **13. Warehouse 14**

It is a large ground floor warehouse with a total surface area of 2,640 m<sup>2</sup> located north of PAEGA building and east of warehouse 15. Built around 1938, it was renovated in the 1990's. The space is divisible into three parts.

### **14. Warehouse 15**

It is an old construction consisting of a ground floor storage area north of warehouse 16 and west of warehouse 14. Surrounded by asphalt roads, save for the western side where it adjoins the telephone centre, its total surface area is 2,565 m<sup>2</sup>. It was built in 1938.

### **15. Warehouse 16**

A small complex of three warehouses of a total surface area of 600 m<sup>2</sup>, located west of PAEGA building and south of warehouse 15. It was built in 1938.

### **16. Warehouse 17**

This large two-storey L-shape storage area occupies the southernmost end of pier 3. The second floor façade towards the sea features a setback. Its total surface area is 5,950 m<sup>2</sup>. On its south and east facades as well as over the ground floor roof, a ramp has been provided for the operation of an electric travelling crane. It was built in 1947.

### **17. Warehouse 18**

This warehouse is located at pier 3, southwest of warehouse 21 and northwest of warehouse 17. It was built in the 1940's while its total surface area is 985 m<sup>2</sup>.

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### **18. Warehouse 20**

It is an orthogonal ground floor storage area of a total surface of 3,320 m<sup>2</sup>, located south of the cattle yards at wharf 11 and between piers 2 and 3. Function wise, it is divided into two sections, the eastern one with workshops and offices covering 1,000 m<sup>2</sup> in total and the western single space section covering 2,320 m<sup>2</sup> that is still in its initial state. The workshop occupies the northeastern side of the building covering a surface area of 330 m<sup>2</sup>. The Floating Means Section of the E/M Division is sheltered in the southeastern part. The configuration has resulted into three workshop areas, that is the carpenter's workshop, the machine shop and the floating means warehouse, two office areas with water closet and kitchen, the staff canteen, lockers and white areas and the boiler room. The total surface corresponds to 670 m<sup>2</sup>, 300 m<sup>2</sup> being covered by the workshops and 370 m<sup>2</sup> by the other rooms. It was built in 1964.

### **19. Shed Y2 of Warehouse 20**

This shed is located in the continuity of warehouse 20, on wharf 11 and between piers 2 and 3. Its two large sides are open. The total surface area covers 2,200 m<sup>2</sup>. It was built in 1992.

### **20. Warehouse Y3 facing Warehouse 20**

It is closed along the sides of the ground floor shed located north of warehouse 20A. It covers a surface of 380 m<sup>2</sup>, was built in 1963 and restored in 2000.

### **21. Open Shed Y1**

This construction is located in the northern part of pier 2 and east of the material yard. It consists of two open sheds. One is 15 m wide and 45 m long with a surface of 675 m<sup>2</sup>, the other is 15 m wide and 21 m long with a surface of 315 m<sup>2</sup>. It was built in 1947.

### **22. Warehouse 21**

This big warehouse of 4,030 m<sup>2</sup> surface area is located at wharf 12 of pier 3, east of warehouse 18 and north of warehouse 17. It was built in 1974.

### **23. Warehouse 22**

Ground floor orthogonal storage area located in the Free Zone space at Wharf 15 and between pier 3 and pier 4. It has a total surface area of 4,030 m<sup>2</sup>. The northeastern edge of the warehouse features a small customs office area and a customs guardhouse. It was built in 1974.

### **24. Warehouse 23**

A big one floor warehouse located at the southern end of pier 4 within the Free Zone. It was built in 1974 and has a total surface of 4,030 m<sup>2</sup>.

### **25. Warehouse 24**

Ground floor orthogonal storage area located in the Free Zone and north of warehouse 26. Its total surface area equals 4,876 m<sup>2</sup>. The eastern end of the warehouse hosts a small offices space, a toolhouse and W.C. It was built in 1974.

### **26. Warehouse 25**

A big warehouse located at Wharf 23 in the Free Zone between pier 5 and the new pier 6 under construction and south of warehouse 27. It was built in 1974 and refit into a cold store in 1997. Its total surface area is 4,155 m<sup>2</sup>.

### **27. Warehouse 26**

Ground floor orthogonal storage space in the Free Zone south of warehouse 24. Its surface area is 3,196 m<sup>2</sup>. South of the warehouse throughout its length and on the outer side, a ramp has been provided made of reinforced concrete to serve the adjacent rail line. The eastern end of the warehouse shelters a small office area and sanitation areas. It was built in 1982.

### **28. Warehouse 27**

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Big single storey warehouse of 4,800 m<sup>2</sup> surface, located at the extension of pier 5 within the Free Zone. It was built in 1982.

### **29. Warehouse 8<sup>aa</sup>**

Located between warehouses 6 and 9, this warehouse is a ground floor covering 320 m<sup>2</sup>. It was built in 1904.

### **30. Warehouse 8a**

Ground floor storage area located at pier 2. It covers 1,224 m<sup>2</sup> and was built in 1947.

### **31. Central THPA Offices**

This two-storey office building is situated at wharf 3 of pier 1 between the warehouses A and D. The initial building erected in 1939, was destroyed during the 2<sup>nd</sup> World War in 1944 and rebuilt in 1946 to its current shape. Its total surface area is 1,590 m<sup>2</sup>. The building's ground floor hosts a lounge northeast, a small canteen and a Coast guards room southeast while the northwest part of the building comprises the offices of the financial fraud prosecution service and a shelter. The first floor is an office space.

### **32. Child Care Centre**

This single storey building with mezzanine is located by gate 1, east of Warehouse 1 and south of the Army Warehouses. The total surface of the ground floor covers 300 m<sup>2</sup> and the mezzanine has a 150 m<sup>2</sup> surface area. The ground floor comprises the lobby, 4 rooms, a kitchen, the white areas and the staircase. The mezzanine is a single space. The building is used as a child care centre along with its fenced surrounding. It was built in 1963 as a storage area and refit in 1992.

### **33. Eastern gate 1 building**

Located at the northeast edge of pier 1, east of entrance 1, it is a small ground floor construction hosting offices and covering 60 m<sup>2</sup>. It was built in 1939.

### **34. Western gate 1 building**

This ground floor construction of a total surface area of 33 m<sup>2</sup> demarcates the western limit of Gate 1 of THPA 1<sup>st</sup> Pier. It was built in 1939.

### **35. Gate 4 building**

Located at the north part of pier 1 at gate 4 it is comprised in the small constructions of the 1<sup>st</sup> Pier entrance. It is a two-storey construction with a total surface area of 344 m<sup>2</sup>. It was built in 1939.

### **36. Engine room (1<sup>st</sup> Pier)**

This ground floor building is located at wharf 1 of pier 1, south of the waste pumping station and north of warehouse B. Its useful surface corresponds to 330 m<sup>2</sup>. The building is separated into 8 sections and serves the facilities and buildings of the 1st pier. It was built in 2000.

### **37. Gate-house 4**

Small and old ground floor building that is located east of warehouse 1. It has a surface area of 16.5 m<sup>2</sup>. It was built in 1939.

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### **38. Warehouse 7 guardhouse**

It is located in front of warehouse 7 facing the central part of the Customs – Passenger Terminal building. The total surface area is 25 m<sup>2</sup>. It was built in 1993.

### **39. Free Zone – THPA Financial Service offices**

Ground floor office building located between the warehouse 13 and the warehouse 10. In L shape it adjoins the cold store building to its south and west sides. It has a total area of 1,425 m<sup>2</sup>. It was built before 1917.

### **40. Cold stores**

This special storage – refrigerated area adjoins THPA financial service building to its northern side. It was built before 1938 and features an interesting building typology. The total surface area is 1,050 m<sup>2</sup>

### **41. PAEGA**

This large storage building is located between warehouses 13 and 16. It consists of a ground floor and typical storeys of a total surface area of 13,716 m<sup>2</sup>. The building is divided into two volumes by the longitudinal gallery – atrium located in the middle of its length. It was built in 1948.

### **42. Mechanical and Electrical Department Offices**

This office space faces pier 2 and is located within the building complex of THPA workshops. It is a two-storey building of a total area of 446 m<sup>2</sup>. The rooms are used for the offices and laboratories of the electromechanical department of THPA. It was built in 1995.

### **43. Material yard**

This big warehouse occupies a prevalent position amidst THPA workshops. It was built in 1987 and has a total surface area of 4,030 m<sup>2</sup>.

### **44. Workshops complex**

The workshops area is located north of the material yard and east of the cattle yard complex. It is a building complex of workshops and machine shops. It was built in 1963.

### **45a. Crane – forklifts and movement offices**

It is the largest and most characteristic building of the workshops. It faces warehouse 20 and its major part is a single storey construction while the machinery movement offices also expands on a floor. The building is longitudinally separated into four sections each having a different function. The first section 14 m long and 280 m<sup>2</sup> surface, is the electric travelling crane workshop. Internally, a small extempore office space is provided.

The second section has a surface of 700 m<sup>2</sup> and shelters the forklift workshop.

The third section hosts the machinery movement and mechanical department sections. Its surface area amounts to 700 m<sup>2</sup>. The ground floor features offices, sanitary and restauration areas while other white areas and a 350 m<sup>2</sup> conference room can be found on the upper level.

The fourth section has a surface area of 870 m<sup>2</sup>, and is the annex of the metallic repair shop. It was built in 1963.

### **45b. Automotive crane shop**

It is located north of the workshops and touches the limits of the Port Zone and is characteristically high. Its surface area is 335 m<sup>2</sup>. To the west side there is an extension used as an office. It was built in 1963.

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#### **45c. Thermohydraulics shop**

Located at the eastern side of the automotive crane shops and adjoining it, it has a surface area of 78 m<sup>2</sup>. It was built in 1963.

#### **46. Fuel facility**

The facility is located at the south side of the material yard. It was built in 1994. Its total surface area is 72.10 m<sup>2</sup> and it includes office areas and fuel and diesel dispenser areas.

#### **47. Mechanical Department Workshop**

This single storey building has a surface area of 315.10 m<sup>2</sup>. It serves the mechanical workshops and was built in 1995.

#### **48. Repair and Maintenance Department of the Building Works Division**

This ground floor building covering 550 m<sup>2</sup> in total is located east of the workshop complex and west of warehouse 15. The southern part of the building shelters two offices, W.C., a kitchen, a storage room and the boiler room. The central part comprises the staff lockers and white areas and the northern part of the building hosts the staff canteen. It was built in 1987.

#### **49. Repair and Maintenance Department warehouses and laboratories**

This ground floor building of a total surface of 720 m<sup>2</sup> is located north of the precedent one and adjoins it. It is internally partitioned into workshops. It was built in 1987.

#### **50. Cattle yard complex**

The cattle yard building complex consists of three buildings and two sheds and is located at the northernmost limit of the port, north of warehouse 20.

The complex and especially the central building feature constructions of particular architectural interest. It was built before 1940.

#### **51. Church**

Located east of the Security Service between piers 2 and 3, it is a modern construction with a total surface area of approximately 30 m<sup>2</sup>. It was built in 1970.

#### **52. THPA Security Service**

This is a small two-storey building, located north of pier 3, south of the House of the Docker and west of the Church. The ground floor has a surface area of 236 m<sup>2</sup>. The first floor has a surface area of 195 m<sup>2</sup> and includes three small storage rooms used by THPA security service. The west part of the ground floor consists of a storage room and two offices. It was built in 1970.

#### **53. The House of the Docker**

A large construction that is located behind the THPA security building and next to the military facilities. This two-storey building has a ground floor of 880 m<sup>2</sup> and a first floor of 484 m<sup>2</sup>. The ground floor comprises a big lounge used as a restaurant and leading to another large room used as a locker room with W.C. and showers. The offices and auxiliary areas are on the first floor. It was built in 1972.

#### **54. Technical Services Division**

This three-storey office building is situated north of warehouse 22. It is an L shape building consisting of a ground floor and two upper floors. All floors are used for offices. The surface area of each floor is 660 m<sup>2</sup> and the total surface area amounts to 1,980 m<sup>2</sup>. It was built in 1974.

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### **55. Free Zone – Customs guardhouse**

This small ground floor orthogonal construction is located north of warehouse 22 and demarcates the free zone gate along with the above warehouse. It has a surface area of 36 m<sup>2</sup> and is used as the gate house of the Free Zone and the Customs offices. It was built in 1995.

### **56. Silo**

This prominent building dominates pier 4, due to its height and volume. It covers 1,285 m<sup>2</sup> plus the associated sheds totalling 393 m<sup>2</sup> of surface. It consists of three main building volumes:

The offices,

The silo tower, and

The storage cells

It was built in 1963. The northern part of the Silo has two floors 21.60 m long, 8.60 m large, and 186 m<sup>2</sup> per floor totalling a surface area of 372 m<sup>2</sup>, a floor height of 4.25 m and a volume of 1,581 m<sup>3</sup>. The ground floor shelters the transformer room, an open shed and the Silo workshop. The floor comprises a corridor, the panel user room, the locker room, the kitchen and sanitary areas. The Silo Tower is adjacent with a length of 21.60 m, a width of 5.70 m and a floor surface of 123 m<sup>2</sup>. The Silo Tower has 14 floors, 12 over ground and 2 underground. It reaches a height of 52.30 m over the ground and a depth of 6.90 m under it. The volume of this part is 7,282 m<sup>3</sup>. The total surface area is 1,722 m<sup>2</sup> and the height of each floor 4 meters. The third section of the Silo occupies its southernmost part. It has a length of 42.6 meters, a width varying from 21.60 m to 23.10 m and a surface area of 976 m<sup>2</sup>, while it reaches a height of 41.10 m over the ground and a depth of 4 meters under it. The total volume of this section is 44,018 m<sup>3</sup>. This volume is shared out into 48 upright storage areas of the Silo type. The total building volume is 52,880 m<sup>3</sup>. The building is used for the storage and reloading of bulk mainly agricultural products.

### **57. Special cargo Warehouse**

This warehouse of a particular building form is located at wharf 18 of pier 4 west of the multi-storey silo. Its dimensions are 100 m × 47.20 m and its total surface area equals 4,720 m<sup>2</sup>. It was built in the 1970's.

### **58. 5<sup>th</sup> pier dock**

The dock is located at the eastern edge of pier 5. It consists of a dock and a two-storey building. The building is south of the dock and within the fencing of the complex used as office. Its dimensions are 7 m × 3 m, the height of a 3 m floor and a total surface of 42 m<sup>2</sup>. It was built in the 1970's.

### **59. Fish-wharf Cold store**

Two-storey building located in the maritime area at wharf 19 between pier 4 and pier 5. It is made up by various building volumes with a floor surface of 750 m<sup>2</sup> and a total surface of 1,500 m<sup>2</sup>. The ground floor has three chambers and one engine room while the first floor comprises 4 chambers. It was built in the 1960's.

### **60. HRO Cargo Office**

This ground floor building covering 37 m<sup>2</sup> is located south of warehouse 26 at a nodal point with the railroad network. The building is separated into two office spaces and a water closet. It is used by OSE (Hellenic Rail Organisation) as the 2<sup>nd</sup> THPA Cargo Office. Close by, there is a small THPA guardhouse covering 8 m<sup>2</sup>. It was built in the 1960's.

### **61. Wagon Inspector Office**

This single storey building is located at gate 13 northwest of warehouse 24. It has a surface area of 42 m<sup>2</sup> and comprises offices and white areas while it shelters the Loading-Unloading Section and the Wagon Inspector Office. It was built in the 1960's.

### **62. Timber Management Office**

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This single storey building is located at gate 12 northeast of the disinsectisation area. It has a surface of 30 m<sup>2</sup> and comprises two office spaces and a water closet. It shelters the Timber Management office. It was built in 1970.

**63. Electric Power Substation of the 5th Pier**

Single storey building located at pier 5 north of the rain shelter. Its surface is 89 m<sup>2</sup> and it is used as an electric power substation while a small section on the northeastern side is used as an office. It was built in 1970.

**64. Rain shelter of the 5<sup>th</sup> Pier**

Single storey building located at pier 5, north of Pier 5 dock. Its surface is 100 m<sup>2</sup>. It was built in 1970.

**65. Container Terminal Offices (CTO)**

A group of buildings and shed located at the entrance of the CTO.

The total surface area amounts to 1,480 m<sup>2</sup>. It is a two-storey building for two of its parts and one storey for the other two, with four entrances. The ground floor counts a total of 24 office rooms and 8 W.C., while the floor comprises 11 office spaces and 4 W.C. in total. It was built in 1989 and 2000.

**66. Warehouse serving the Container Terminal Machines (6<sup>th</sup> Pier)**

Situated within pier 6, southwest of the container terminal offices building. The total surface area reaches 2,574 m<sup>2</sup>. The warehouse serves the parking and repair of cargo handling machinery. A two-storey building has been erected at the warehouse front part of a similar construction with interior aluminium partitions. It was built in 1990.

**67. Shed of the 6<sup>th</sup> Pier**

An all-side open shed. It is an impressive modern metallic structure located in the northern part of pier 6, with a 60 m<sup>2</sup> a two-storey office building. The total surface area reaches 9,000 m<sup>2</sup>. It was built in 2000.

**68. 6<sup>th</sup> Pier Electrical Power Substation**

A whole body reinforced concrete structure ending to a slab bearing 7 rooms of a total surface area of 183 m<sup>2</sup>. It was built in 1990.

In addition to the above and in the broader area of Thessaloniki Port, the following buildings of smaller surface are also part of the concession:

**69. Weighing houses at gates 10, 12 and 13.** They were built in 1960.

**70. Building complex at gate 14** (Guardhouse – Customs, weighing house, Entrance Gate-house). It was built in the 1990's.

**71. Telephone centre** adjoining the west side of warehouse 15. It was built in 1970.

**72. Low areas pipe pumping stations (4).** They were built in 1988 and 1990.

**73. Gate-houses at gates 6, 9 and passenger terminal guardhouse.** They were built in the 1990's.

**74. Weighing houses at gates 9, 10, 11, 12, 13, 14 and passenger terminal.** They were built in 1970 and 1990.

**75. Special cargo storage facility office.** It was built in the 1970's.

**76. Public WC (6).** They were built in 1980.

**77. Cattle yards offices.** They were built in the 1990's.

**78. Substations of 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> pier.** They were built in the 1980's.

**79. Water-regulator office.** It was built in the 1960's.

**80. Shelters (5)**

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## A. Description of Concession Port Facilities and Networks

The following table features the lengths, the front sea depth and information on the equipment (bollards, bumpers, etc.) of all Thessaloniki port wharves. The wharves, piers, etc. numbering appears in annex A.

Pier	Wharf	Seawall length (m)	Sea depth under MSL* (m)	Other elements** - equipment	Year of construction
1 <sup>st</sup>	4-5	-	-	-	1904
	5-6	145	-5.50	B	1904
	6-7	197	-8.00	B	1904
	7-8	90	-8.00	B	1904
	8-9	200	-8.00	B, B(rub)	1904
	9-10	400	-8.00	B, B(rub)	1904
2 <sup>nd</sup>	10-11	230	-8.00	B	1904
	11-12	10	-10.45		1904
	12-13	320	-10.45	B, B(rub)	1982
	13-14	240	-10.45	B	1939
3 <sup>rd</sup>	14-15	10	-10.45	B	1946
	15-16	240	-10.45	B	1946
	16-17	10	-10.45	B, B(rub)	1946
	17-18	134	-10.45	B	1946
	18-19	230	-10.45	B	1946
	19-20	175	-10.45	B	1950
4 <sup>th</sup>	20-21	10	-10.45	B	1962
	21-22	320	-10.45	B	1962
	22-23	10	-12.00	B	1962
	23-24	195	-12.00	B, B(tr)	1962
	24-25	320	-10.45	B	1962
	25-26	164	-10.45	B	1962
5 <sup>th</sup>	26-27	10	-10.45	B	1963-66
	27-28	350	-10.45	B	1963-66
	28-29	10	-12.00	B, B(tr)	1963-66
	29-30	190	-12.00	B	1963-66
	30-31	370	-10.45	B	1963-66
	31-32	184	-10.45	B	1963-66
6 <sup>th</sup>	32-33	10	-12.00	B	1972-89
	33-34'	625	-12.00	B, B(tr)	1972-89
	37'-38	590	-12.00	B, B(tr)	1972-89
	38-39	65	-12.00	B	1972-89
	39-40	100	-12.00	B	1972-89

\* MSL: mean sea level at indication 0.97 m of Thessaloniki port tide gauge

\*\* B: bollards, B(rub): rubber bumpers, B(tr): trapezoidal bumpers

All seawalls are manmade of precast non-reinforced concrete blocks. The seawall superstructure is made of cast in situ concrete. The superstructure of the wharves equipped with electric travelling cranes (E/C), is run by the E/C rail grooves.

A gallery runs through the superstructure of the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> pier seawalls to host the pipes, cables and supply tubes.

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#### *Railroad network*

The concession area comprises a railroad network that extends throughout the concession zone. This network is linked to the national railway network.

#### *Surfacing*

The whole concession area is surfaced with asphalt, cement, sand gravel and natural paving setts.

#### *Fencing*

THPA area is clearly demarcated with a permanent fence that delimits its boundaries. Fencing is interrupted by a total of 14 Gates.

#### *Water supply network*

The terrestrial zone is fully served by a water supply network that splits into all the pier wharves and docks as well as into the internal areas.

#### *Sewage network*

The sewage network serves all the areas of the concession zone and depends on the city network.

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