

BEFORE READING THE FOLLOWING FAQs, PLEASE MAKE SURE THAT YOU HAVE CAREFULLY READ THE GENERAL TERMS OR THE TENDER INVITATION AND THE SPECIAL TERMS (WHERE APPLICABLE) OF THE AUCTIONED PROPERTY THAT YOU ARE INTERESTED IN, SINCE THESE TERMS FULLY COVER ANY ISSUE OF THE AUCTIONS AND OVERRIDE THE FOLLOWING ANSWERS IN COMMON QUESTIONS

Q. When I login to the portal as Member and try to submit the form "Request Bidding Approval", the form displays the name of the person which created the account and not the legal entity which is the interested party. Is there some misconception as to who is the Member? Do I have to create a new account as Member?

A. We clarify that, in case of a legal entity, the registered Member which may subsequently be approved to participate in an auction is the legal entity entered in the field "Company Name (mandatory for Companies)" and not the physical person which created the account.

In the "Request Bidding Approval" form, which is submitted to the portal administrator, the Property ID, the Member name and the e-mail are recorded. The Member name and the e-mail identify the legal entity.

Q. Please provide additional information - informational material - relative to the condition of the aforementioned property for which I am interested in (legal and technical audit, town planning audit with attached certificates etc.)

A. If you are registered to the portal www.e-publicrealestate.gr you have access to additional informational material (analytical legal and technical audit) which is available electronically. As regards data for existing leases the informational material is available in the offices of PPCo S.A. following a telephone communication (+30 210 333 9710). Analytical information for the process of accessing the additional information can be found in the General Terms and/or in the Tender Invitation as well as in the "Term and Conditions of Participation in the Electronic Auctions of the Portal www.e-publicrealestate.gr" and the "Procedure of Electronic Auctions of the Portal www.e-publicrealestate.gr".

Q. I intend to submit "Request Bidding Approval" in an auction; do I have to bid?

A. No, the "Request Bidding Approval" does not generate an obligation for bidding in the auction.

Q. I am interested in certain properties, one of which is leased and the other conceded. What happens in these cases?

A. The highest bidder-buyer may ask from HRADF to terminate the existing lease during the signing of the sale contract based on the article 2.9 of the law N. 3986/2011 (Government Gazette 152/A/01.07.2011) which previsions that: "*Leases or concessions of properties*

owned by HRADF, or a company whose shares are wholly owned, directly or indirectly, by HRADF, may be terminated with a resolution of the HRADF's Board of Directors or the company's Board of Directors, overriding any other legislation. The termination notice brings about the termination of the lease or the concession two (2) months from its delivery to the lease-holder or the concessionaire of the property. For the early termination of the lease, three (3) months' rents compensation is due to the lease-holder.

It is obvious that the highest bidder-buyer may continue the lease according to the applicable legislation.

The decision to terminate the lease is in the discretionary power of HRADF.

Q. The property for which I am interested in is leased. I need more information.

A. Registered members of the portal can inspect the lease contracts or concessions in the offices of PPCo S.A. (7 Voulis St., Syntagma, Athens) following a telephone communication (+30 210 333 9710).

It is noted that in those properties which were managed by the ex "Hellenic Public Real Estate Corporation (KED)", the rents were transferred the local Tax Offices for collection. The rents due were added to other debt of the leasee to the Tax Office and it is possible that the total debt was arranged to be paid in installments.

Q. Is the buyer required to pay property sale tax or is there an exemption due to HRADF?

A. The sale of HRADF properties comes under the beneficial clauses of law 3986/2011, as amended today and specifically the article 2.11 as applicable.

Q. Is it possible for my company to participate in the auction on behalf of a third legal entity which will finally acquire the property?

A. It is noted that it is not possible for a Member of the portal www.e-publirealestate.gr to act on behalf of a third person unless this Member is a realtor according to the articles 197 and subs. of the Greek law 4072/2012.

Q. Within how many days from the nomination of the highest bidder will the sale contact be signed?

A. It is not possible to foresee the exact time of the final sale contract signing because of the need of approval of the auction process, where applicable, by the Audit Court, but it is expected that it will not be more than four months from the nomination of the highest bidder.

Q. What will happen if there is no interest for a property within the time limits of the auction?

A. If there is no request for participation in an auction within the designated time limits, the auction is declared unproductive and it is either re-announced in the near future (e.g. with new time limits or terms of paying the sale price), or the property is withdrawn from the list of properties for exploitation.

Q. Is there a minimum number of bidders in order for the auction to be considered legitimate?

A. There is no minimum number of bidders as a requirement of legitimacy of the auction mainly because of the transparency, the extensive publicity and the ease of participation in the electronic auction procedure. Even if there is only one bidder (provided he submitted the requested Auction Participation Documents) in an auction, this auction will be concluded as legitimate. In any case, what is legitimate is what is stated in the General Terms and/or in the Tender Invitation of the auctioned property.

QUESTIONS & CLARIFICATIONS

RE THE GENERAL TERMS FOR TENDER PROCESSES WITH A RIGHT OF COUNTER-OFFER VIA THE WEBSITE WWW.E-PUBLICREALESTATE.GR FOR SALE OF PROPERTIES (THIS RELATES TO TENDER PROCESSES FOR 14 PROPERTIES WHOSE DEADLINE FOR SUBMITTING INITIAL OFFERS IS THE 17TH OF SEPTEMBER 2014)

1. Clarifications concerning the right to use and develop the port facilities on the foreshore in front of the Kala Nera Estate in Magnesia.

Article 14 of Law 3986/2011 on the concession of use of the foreshore and seashore expressly states that where public lands are to be developed (as in the case of the Kala Nera Estate in Magnesia), direct concession to the investor who will make use of the foreshore and who will use and develop port facilities or extend port facilities already existing in the area on the foreshore and seashore may be made in order to facilitate the investment. The concession will be granted for a period of up to 50 years by joint decision of the Ministers of Finance and Development, Competitiveness, Infrastructure, Transport & Networks, in return for consideration specified in the relevant concession agreement, and may be extended for a further 49 years under the terms and conditions set out in that joint ministerial decision. The procedure laid down in the provisions of Law 2971/2001 (Government Gazette 285/A) applies to works carried out on the foreshore. Lastly, a joint decision of the Ministers of Finance and Development, Competitiveness, Infrastructure, Transport & Networks may be issued laying down the procedure, method and bodies responsible for computing the consideration payable for concession agreements entered into pursuant to Article 14.

In this case, (a) because the foreshore has been listed as public land for tourism purposes, the concession will be made by PPCo as the body competent in law, for consideration to be agreed with HRADF, (b) as far as the existing port facilities are concerned, PPCo has already submitted a folder to the competent Lands Service to resolve planning violations, and use of those facilities can be conceded to the investor in accordance with the said provisions (and in particular those of paragraphs 2 and 4) after the planning violations resolution procedure is completed.

In conclusion, in light of the foregoing points the future buyer of the Kala Nera Estate in Magnesia will be able to use and develop the foreshore in front of the estate and the existing port facilities.

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2. Clarifications concerning the property at 18, Florinis St. (Reg. No. 958).

It should be clearly understood that the HRADF will ensure that the property No. 34489 (Reg. No. 958) at 18, Florinis St. in Moschato, will be vacated by its current holder by the time the Purchase Agreement is signed.

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3. Questions concerning the property at 8, Agiou Nikolaou St., Patra (Reg. No. 7532):

- 1) Will the property be handed over vacant, free of the concession of certain floors to the Ministry of Culture, or not?**
- 2) Has the property been listed by the planning authorities only or has it also been listed by the Archaeological Service?**
- 3) Is it possible to visit the property? If so, will it be during the opening hours of the Ministry of Culture departments or is there another option?**
- 4) Is the ground floor rented out or not?**

RESPONSE

- 1) Should the highest bidder state in writing that it wants this, HRADF will commence the process of revoking the concession so that the property can be handed over to the highest bidder in a vacant state, before the Purchase Agreement is signed.
 - 2) As the summary and technical inspection report (which are available on the property's webpage) explicitly state, the building was listed in several phases (Government Gazette 599/D/9.9.1991) as follows: A) the arches of the portico on the ground floor in their existing form (pillars, capitals, etc.), and B) the face and a section of the building to a depth of 4 m. It was listed by the Archaeological Service.
 - 3) As paragraph 2.7 of the General Terms and Conditions for the tender process dated 14.7.2014 state, visits to the property can be arranged with PPCo S.A.
 - 4) The ground floor is not rented out.
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4. How is it possible to develop the property with Register No. 348 / Property No. 98900 for tourism purposes since it has been characterised as an uncultivated marshy area? 2. How can access by cars and pedestrians from the property to the coastal road be ensured? 3. How can access be ensured when the northern and eastern sides are adjacent to the Ophrynios interchange and there are major differences in altitude?

RESPONSE

In relation to the potential for tourist uses of this property, note that the Purchase Agreement will be signed on condition that the property's designation as a marsh will not constitute an impediment, in the view of the competent licensing authority, to the tourist uses (i.e. tourism - leisure facilities) which are cited in Decision No. 12/14849/10.12.2007 of the Prefect of Kavala, being developed there, as confirmed by the local planning office.

In relation to the other questions, it should be noted that, as is clear from the General Terms and Conditions for the tender process dated 14.7.2014, it is up to interested parties and participants to carry out a detail check on any property they are interested in, to assess and plan the prospects for development, based exclusively on their own judgement and advice provided by their own advisors.

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5. Questions concerning the property at 9 Evangelistrias St., Athens

- 1) Does the current lessee pay the rent on time?**
- 2) Is there any pending litigation between the lessee and lessor, relating for example to rent reductions?**
- 3) What is the current rent?**
- 4) If the property is sold, will any uncollected rents that may exist be assigned to the new owner?**
- 5) If the current lessee needs to be evicted, until that happens, can the instalments of the price not be paid until the eviction takes place? (Eviction will only be necessary in the case where (5a) the agreed rent is not paid, (5b) the lease is not renewed again, since the current one has expired and we are unaware of the outcome of the negotiations).**

RESPONSE

1) The local tax office, via which the rent is collected, has assessed the rents owed by the lessee for the period from 1.2.2008 to 31.12.2012. The lessee has filed a caveat and an application for annulment against that assessment and the hearing for the application for annulment has been set for 18.9.2015. The court has granted the lessee an interim order until the application for annulment is heard, namely until 18.9.2015.

Moreover, rents for the period from 19.5.2013 to 20.8.2013 have also been assessed as payable by the lessee. To date, no judicial remedies have been filed against that tax office assessment.

2) The action filed by the lessee to reduce the rent for the period from 1.8.2007 to 31.12.2014 and the annual rent adjustment rate, which was set for hearing on 22.5.2014, could not take place on that date but has not yet been brought for hearing again.

3) As far as properties already rented are concerned, Article 2.8 of the General Terms and Conditions of the tender process dated 14.7.2014 expressly stated that interested parties can apprise themselves of the leases at PPCo S.A.'s offices (7 Voulis St., Syndagma, tel. +30 210 3339710) after signing a standard confidentiality agreement.

4, 5) Any rents owed up until the time when the Purchase Agreement is signed are payable to PPCo and will not be assigned to the highest bidder.

Article 2(9) of Law 3986/2011, as in force, states that leases or concessions of properties belonging to the Fund may be terminated by decision of the BoD of the Fund by way of derogation to all other provisions. When terminating leases early, 3 monthly rents are payable as compensation.

In this case, although the lease can be terminated by HRADF, the rents which may be paid as compensation under those provisions must be paid by the Highest Bidder. In all events, signing of the Purchase Agreement does not depend on the termination process being completed.

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6. Questions concerning property No, 524/27096

1) How was the size of the property being sold changed from 41,513 m2 to 38,108.33 m2 and on what decision was this based?

2) Who owned the property before it was expropriated?

RESPONSE

1) The figure of 41,513 m2 was mentioned in the deeds of conveyance. The figure of 38,108.33 m2 is based on a more recent, accurate survey carried out.

2) The relevant information is contained in the legal due diligence report (see information pack).

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7. In the tender process and transaction basic terms and conditions, paragraph 2.3 states the financial consideration (as defined below), while in the review of the tender process, paragraph 2.4 (v) states that, "after each highest bidder is selected by the Fund's Board of Directors and approved by the Court of Audit, in the case of assets (or transactions) whose value is over € 500,000... In other words is there some limit on the financial consideration?

RESPONSE

The valuation prepared by the independent valuer appointed by the Fund in accordance with Article 6(2) of Law 3986/2011 is not disclosed to candidates but is taken into account by the Fund when setting the starting price, and this takes place in Phase II of the tender process. The starting price is announced in the Phase II call as the RfP specifies.

The starting price for each property will be announced by the Fund in the Phase II call during Phase II of the tender process. There is no limit on the financial consideration. However, if

the sale price is over € 500,000 a pre-contractual audit is carried out by the Court of Audit before the contract is signed.

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8. Questions concerning the Lake Evia Property

Your website, www.e-publicrealestate.gr, contains the following exact information about property TA001 with tender process code QTA001:

- Plot: 185.00 m2**
- Buildings: 189.30 m2**

In the Property Files - Technical Data section of the website one can find the following information:

- Plot Area: 138.58 m2**
- Allowable built area: 189.30 m2 with construction coefficient of: 1.00**

It then goes on to say:

"This is a building with a total surface area of 235.25 m2 ... which occupies around 80% of the plot's surface area ...".

The differences in the surface area of the plot (185.00 m2 and 138.58 m2) and the built area (189.30 m2 and 235.25 m2) are significant in terms of submitting an offer, in addition to the legal problems they entail, especially when coupled with the construction coefficient of 1.00 and the fact that a building of 235.25 m2 occupies 80% of the plot's surface area.

This conflicting data about the property and the pending issues cited in the legal data (results of the legal due diligence report prepared by KLC) cause confusion for interested parties wishing to participate in this tender process.

RESPONSE

The figures of 185.00 m2 for the plot and 189.30 m2 for the buildings in the various documents relating to the property are contained in the title deeds.

However, since we ascertained that there was no building permit (see certificate from Mun. of Halkida, Building Service Directorate, see information pack) a survey was carried out and an updated survey diagram prepared. The surface area of the plot and building based on this more recent survey show that the building is 235.25 m2. It should be noted that the survey diagram shows and records only part of the plot covering 138.58 m2 which has the building on it, which is the only section for sale, and that the adjacent plot -on which the monument is located- has been excluded. Lastly, it should be noted that the phrase contained in the report that 'the building occupies around 80% of the surface area of the plot' clearly refers to the surface area of the property before the survey was carried out and a new survey diagram prepared, and before it was decided to exclude the plot on which the monument is located. Other than the question of the surface area of the plot as shown in the survey diagram, for which the points above apply, it lies at the discretion of the interested party in each case to check with its advisors about the general legal and planning regime applicable to the property.