

№	Question	Answer
1.	<p>We understand from the Concession Agreement that the Grantor shall be liable for all benefits, compensations etc. payable to the employees (in addition to salaries) including but not limited to paid leaves, social security, medical claims, insurance etc. as may be payable as on the Concession Start Date. Please confirm. We also understand that the Grantor shall be liable for all retirement and superannuation benefits payable as on the Concession Start Date (i.e. calculated till the Concession Start Date) for the employees retiring after the Concession Start Date. Please also clarify what provisions are made for meeting such funds?</p>	<p>As repeatedly clarified, the Current Operator (old employer) and the Concessionaire (new Employer) are jointly liable to the Employees for obligations that have occurred as of the date of change of the employer. Clause 9.1.4 of the draft Concession Agreement aims at allocating this liability internally between the old employer and the new employer. Regarding information related to pensions (social security) and compensation upon retirement (including on provisions made by the Current Operator), please refer to answers to previous questions, including but not limited to the following (pursuant to the Summary Table of Q&As): Nos. 2293/19.10.2018, 2113 and 2124 of 11.10.2018, 2011 – 2014 of 08.10.2018, 1976 and 1998 of 05.10.2018, 1911/03.10.2018. Please refer to the texts of the draft Concession Agreement as well as to the applicable provisions of the Bulgarian legislation.</p>
2.	<p>As per the Concession Agreement, definition of the term "Claim" shall mean any claim, demand, proceedings or liability; arising under or in connection with this Agreement or the Concession Operations which is not of public or statutory nature. What does "public or statutory nature" mean for the purpose of this definition?</p>	<p>The definition of "Claim" does not include any claims or liabilities for taxes, social and health security payments, or other receivables or payables that may be due by virtue of law. I.e. the idea is that "Claim" for the purposes of the Concession Agreement means only claims of either Party based on or arising out of the Agreement itself.</p>
3.	<p>We understand (from cadastral drawings) that titles of certain properties situated within the concession site are vested with Sofia Airport EAD. SPDs for these properties have been issued by the State without documented evidence as to the legality of such ownership. Also we have identified 4 LPs which make a part of the concession site are owned by some private persons. Please clarify how the title to these properties shall be transferred to the Concessionaire and also confirm that the Concessionaire shall not be liable for any costs in this regard.</p>	<p>There are no properties (land and buildings) owned by "Sofia Airport" EAD within the area of the Concession Site. The Airport Compound - Sofia is part of the territory of Sofia, covers both the airport itself and the territories bordering, and near the airport. The properties, which are privately owned and are part of the Airport Compound - Sofia, are not included in the concession site. The Cadastral Map and Cadastral Registers (CMCR) identifiers of these properties, as well as information thereof, are evident from the web site of the Agency for Geodesy, Cartography and Cadaster, where the cadastral map is public and accessible to everyone.</p>

		Regarding the second part of the question, please specify which are the 4 LPs you are referring to?
4.	The CA provides that all IP Rights that are required for the functioning of the Concession shall be licensed to the Concessionaire. Appendix 9 only provides registration certificates of the trademarks of Sophia EAD and no comprehensive database of the rights that are to be transferred are given. Accordingly, Appendix 9 may consist of complete list of such IP Rights.	Please review the answers to this question, published so far.
5.	We understand that the Trademark No. 07478Y & Trademark No. 721027 along with the domain name for the Sofia Airport website-“sofia-airport.bg”, shall expire in the year 2019. Please confirm that the current operator shall renew all such trademarks and domain name expiring before the Concession Commencement Date so that these may be validly licensed to the Concessionaire? This should accordingly be part of the Concession Agreement.	<p>The certificate for Trademark registration No. 07465Y national Trademark in Bulgaria (for classes of goods and services 35,36,39,41, described descriptively to the mark) was with a term of validity until 16.09.2018. The trade mark was renewed at the Patent Office by Sofia Airport EAD for a new ten-year period - until 16.09.2028</p> <p>The certificate for Trademark registration No. 07478Y national trademark in Bulgaria (for classes of goods and services 35, 37, 38, 39, 41, 42, described descriptively to the mark) is registered until 09.03.2019. Prior to the expiration of the registration deadline, in the beginning of 2019, steps will be undertaken before the Patent Office for renewal of the Trademark for a new ten-year period.</p> <p>The certificate for International Trademark SA Reg. No. 721027 has a registration deadline until 09.10.2019. Prior to the expiration of the registration deadline, in the middle of 2019, follow-up actions will be taken before the Patent Office to renew the Trademark.</p> <p>We confirm that the domain name is renewed every year.</p> <p>The Concessionaire should make an independent assessment regarding the trademarks and domain name.</p>

6.	<p>We understand that some of the LPs are owned by or granted for use to third parties. Further, there are third party's buildings and facilities, located in some of the LPs included in the Concession site. Is there any direction or regulation which dictates such right of use of the concession site by these third parties? What kind of easement rights they have got in the concession site? Please confirm that in case such parties resort to legal proceedings or withhold consent for any activity required to implement concession then the Grantor shall bear all cost and shall indemnify the concessionaire.</p>	<p>All LPs on the territory of the Concession Site granted for use or owned by Third parties (buildings only) are described in detail in the Concession Documentation. No explicit easement rights are established.</p>
7.	<p>Please confirm that the current operator is in compliance with the aviation noise reduction procedures and requirements till date and please also confirm the status on the current strategic noise mapping and noise action plan for the airport.</p>	<p>Regarding the procedures and requirements for reducing aviation noise, pls. see the answer to question 9 in file Q & A_04.10.2018_2. The results of the continuous monitoring show that for a 24-hour period, aviation noise levels caused by aircrafts taking off and landing at Sofia Airport do not exceed the noise limits L24 according to Ordinance No. 6/2006 on the environmental noise indicators, limitation values for areas subject to aviation noise. Regarding the Strategic Noise Map (SNM) for Sofia Airport and the Action Plan for Noise Reduction: According to the acting national and European legislation, a procedure was initiated for assigning the development of SNM for Sofia Airport. There is a contract signed with outgoing No 100-D-363/ 24.10.2018, which is posted on the buyer's profile on the website of the Contracting Authority as follows: https://www.sofia-airport.bg/sites/default/files/dogovor_i_prilojenia_0.pdf; Following the approval of the SNM (envisaged for 2019), an Action Plan for Noise Reduction, based on the SNM, will be developed.</p>
8.	<p>Please provide the status of rectifying the deficiencies in the aeronautical ground lighting system as on date and please also confirm the status of pending key construction works (initiated by the current operator)?</p>	<p>The envisaged repairs of the aeronautical ground lighting system and the vertical guidance lighting facilities at Sofia Airport, based on specific regulations and provisions of DG CAA, aims bringing it in compliance with Regulation (EU) № 139/2014 of the Commission of 02.12.2014. In order to rectify the incompliance, Terms of Reference were prepared and a public procurement procedure was launched with subject: "Design for repairs of the aeronautical ground lighting system and light vertical markings at Sofia Airport for bringing it in line with Regulation (EU) №</p>

		139/ 2014 of the Commission of 12.02.2014 and execution of the construction, repair/ assembly works for the implementation of the project”.
9.	For the purposes of the financial modelling, please indicate the total tax value („данъчна оценка“) for Local Taxes and Fees purposes of the assets that fall within the scope of the concession and for which Sofia Airport EAD has been the tax liable person under the Local Taxes and Fees Act. Please comment on how the tax value („данъчната оценка“) was determined (by reference to the applicable paragraph of article 21 of the Local Taxes and Fees Act). To the extent applicable, please elaborate on the reasons why Sofia Airport EAD did not accrue real estate tax on certain of the assets that fall within the scope of the concession. In addition, please comment on whether or not there are assets that fall within the scope of the concession for which Sofia Airport EAD has not been tax liable for Local Taxes and Fees purposes.	Under Art. 21 of the Local Taxes and Fees Act and Art. 17 of the Ordinance on determining the amount of local taxes and fees by Sofia Municipal Council, tax value, for the purposes of determining the local taxes, is the book value of the property in the balance sheet. Please refer to the answers of Question 9 and Question 13 of file Q & A_30.10.18_2.
10.	Please elaborate on the approach adopted for the calculation of the garbage collection fees. Please indicate the total tax value („данъчна оценка“) of the assets (that fall within the scope of the concession) on the basis of which Sofia Airport EAD accrued and paid garbage collection fees. Please elaborate on how the base for assessment of the garbage collection fees was determined? (i.e. on the basis of gross book values or tax valuation of the respective assets).	Please refer to the answers of Question 9 and Question 13 of file Q & A_30.10.18_2.