

№	Question	Answer
1.	<p>With reference to proposed amendments on Compensation for Termination for Concessionaire/Grantor Default, Art. 40.6.1. and 40.6.2. [The Bidders have suggested amendments to 40.6.1 (c) and 40.6.2.(c) and to the definitions of Termination Date Debt amount and of Market Value of the Investments]</p> <p>Thank you for the Q&A responses to our submission received yesterday.</p> <p>On Compensation on Termination (representing one of the most significant bankability items, consistently raised by all bidders), we note the continued response that the Concession clauses referred to “are compliant with Art. 150 of the Concessions Act”.</p> <p>We agree this may be the case, but for your consideration, our legal counsel’s strong view is that our proposed wording (which has the benefit of being acceptable by banks) is also fully compliant with Art. 150. We would therefore kindly request that you take such wording on board in the new agreement.</p> <p>We also thank you for your response that our other CQs will be considered. We would still value comprehensive responses as soon as practical however.</p>	<p>Please note that the issue will be discussed in the planned amendments to the concession agreement and tender documents.</p>
2.	<p>Submission of the Application and the Offer</p> <p>In a Q&A session dated 12.11.2018, you indicate that if "the documents (the Application and the Offer) are signed and sealed in an envelope, as required, there are no special requirements regarding the person who personally submits them to the Ministry".</p> <p>In response to a question dated 23.10.2018, "Please specify whether a power of attorney is necessary and whether such power of attorney must be in the form of Form b, Part 1, Schedule 3, if the Application and the Offer are entered (physically submitted) into the Ministry of Transport, Information Technologies and Communications by a person, different than the legal representative of the Leading Member</p>	<p>We confirm that is necessary to have a power of attorney for the person who will physically submit the envelope with the Application and the Offer to the Ministry.</p>

	<p>(respectively by a person, different than the specifically authorized by him representative - proxy). ", you state that "This is not acceptable – please refer to the above answer and to the provisions of Clause 7.1., “b” of the Tender Documents".</p> <p>Please clarify, if the person who is not a legal representative of the Leading member of the Consortium and is not a person authorized by the legal representative of the Leading member by a power of attorney in the form B, Part 1, Schedule 3 and who will physically submit the external (general) envelope containing the documents for participation at MTITC, shall be authorized by a power of attorney? If yes, please specify if there are specific requirements regarding the content and the form of the power of attorney?</p>	
<p>3.</p>	<p>If an employee of the current Sofia Airport operator has at the Concession commencement date 20 days accrued from previous years unused vacation leave, will he/she be entitled to use those days after the Concession commencement date or will he/she be entitled to the statutory financial compensation for unused vacation upon leaving the company operating Sofia Airport or upon retirement?</p>	<p>Pursuant to Article 123a of the Labour Code (LC), the individual employment agreements will not terminate. Therefore, the employee shall keep all of its obligations and rights (including accrued annual leave), while the rights and obligations of the old employer will pass over to the new employer (the Concessionaire). Accordingly, an employee who has accrued unused paid annual leave from previous years will be entitled to use such days after the Concession Commencement Date. No compensation shall be due because of the change of the employer. However, if the Concessionaire decides to terminate the employment of such employee, after the Concession Commencement Date but before the accrued leave is used, a compensation for the unused days of annual paid leave shall be due (only for such accrued leave, for which the limitation period of the right to use it has not lapsed, as per article 176a LC).</p>
<p>4.</p>	<p>If an employee of the current Sofia Airport operator at the Concession commencement date is entitled to a certain financial compensation to be paid upon leaving the company operating Sofia Airport or upon his/her retirement, will the new operator of Sofia Airport be obliged to honor the terms of the current</p>	<p>In general, yes – please also refer to the previous Q&A. Please note that the CLA (collective labor agreement) shall remain in force upon the award of concession and shall be binding on the new employer. Pursuant to article 55 para (2) LC, the CLA shall remain effective until the signing of a new CLA but</p>

	employment and labor collective agreement with respect to such financial compensation?	for no longer than one year following the change of the employer.
5.	<p>Please provide the Oct-18 management accounts once these are available.</p> <p>Please also provide YTD Oct-18 numbers in the IFC adjusted EBITDA format as well as the YTD Oct-17 comparable in this same format.</p>	<p>The information is available for review in the Physical Data Room – Appendix 1.1.16.</p> <p>The file will be updated.</p>
6.	Please provide once again Protocol No 1829647/03.10.2018 of the Labour Inspectorate, Attachment 7.30, VDR, since there are missing pages.	The information is available for review in the Virtual Data Room – Appendix 7.30.
7.	Please specify the date of the Statement of the Occupational health service provided with Attachment 7.30, VDR. Please specify the period for which the risk assessment mentioned in the Statement was prepared. Please specify the number of the order mentioned in the Statement and provide the order for review.	<p>The Opinion of the Occupational Health Service, presented in Appendix 7.30, VDR, is dated 09.09.2016. The risk assessment referred to in the Opinion was carried out in December 2014. The number of the order referred to in the Opinion is Order No 452/08.09.2016.</p> <p>Both the Opinion of the Occupational Health Service and Order No 452/08.09.2016 are available for review as of 11.10.2018 in the Virtual Data Room – Appendix 7.30</p>