

#	Question	Answer
1	<p>Please confirm that, if in accordance with clause 4.2(c) of the Tender Documents a Bidder uses the experience and resources of a Third Party Airport Operator, in order to meet the airport operation requirements, such third party shall not be jointly liable with the Concessionaire for the performance of the Concessionaire's obligations under the Concession Agreement but personally liable only up to the amount of the corporate guarantee, which the third party shall provide to the Grantor, in accordance with Appendix 11b to the Concession Agreement.</p>	<p>Pursuant to Section 5 of Appendix 11b to the draft Concession Agreement, the Acceding Party (the Airport Operator Third Party) shall bear explicit liability for the representations and warranties as well as the undertakings set out in Sections 3 and 4 thereof, and the satisfaction of the obligations set out in Section 2 thereof, whether solely, jointly, jointly and severally with the Concessionaire or otherwise towards the Grantor, for the fulfillment of the respective contractual obligations under the Concession Agreement in respect of Third Party Supported Functions (as defined in Section 2 of Appendix 11b) and up to the amount of the corporate guarantee provided to the Grantor by signing the Third Party Undertaking in the form of Appendix 11b.</p> <p>The amount of the corporate guarantee shall be equal to the equity commitment required from the Third Party Airport Operator pursuant to Clauses 13.2.4 and 13.2.3 of the draft Concession Agreement, where for the purposes of this guarantee the percentage is to be calculated on the total equity commitment (i.e. including Share Capital and Shareholders Debt).</p>
2	<p>In relation to the previous question, please confirm that the reference in clause 6.2(b)(ii) of the Tender Documents to Art. 63 of the Concessions Act envisages only a third party, the capabilities of which are used to meet the financial capabilities requirements, but not the Third Party Airport Operator, given that Art. 63, para. 3 of the Concessions Act <u>does not</u> provide for a joint liability of third parties, whose capabilities are used to meet the professional and technical requirements, <u>but only of third parties</u>, where their capabilities are used to meet the financial and economic standing requirements.</p>	<p>The requirement for a Third Party Airport Operator to provide a Third Party Undertaking and to be jointly and severally liable with the Concessionaire towards the Grantor for the fulfillment of the respective contractual obligations under the Concession Agreement in respect of Third Party Supported Functions (but up to the amount of the corporate guarantee incorporated in the Third Party Undertaking), is separate and in addition to the provision of Art. 63 of the Concessions Act. It is included as part of the specific conditions for the implementation of the Concession, in view of the importance and specifics of the subject matter of the Concession, the Concession Site and the Concession Operations (including the Airport Activities and Airport Services) to be provided at the Airport. The reference in Clause 6.2(ii) of the</p>

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		Tender Documents to Art. 63 of the Concessions Act is not limiting the possibility to require for additional undertakings as for instance those provided in Appendix 11b to the draft Concession Agreement.
3	In relation to the previous question, please confirm that, by signing Appendix 11b and acceding to the Concession Agreement, the Third Party Airport Operator does not undertake a joint liability with the Concessionaire for the performance of the Concessionaire's obligations under the Concession Agreement.	Please refer to the answers to Question 1 and Question 2 above.
4	If you confirm the above understanding, please confirm the possibility that the text of Appendix 11b may be amended so that the above understanding is made definitely and explicitly clear.	Please refer to the answers to Question 1 and Question 2 above. The Grantor reserves the right to make changes to Appendix 11b to the draft Concession Agreement for clarifying the above principles, where the procedure set out in Clause 5.3 of the Tender Documents will apply.