

№	Question	Answer
1	Does Sofia Airport EAD use software, software systems or a software platform for operating the Airport approach, runway, taxi and other lighting fixed to and within the perimeter of the Concession Site relating to the landing, take-off and movement of aircraft over, around or on the Concession Site? If yes, please provide in their entirety agreement(s) based on which Sofia Airport EAD acquires the ownership or the rights of use of such software, software systems and/or software platform?	Sofia Airport EAD uses a software product for remote control of the AGL RCMS, developed by ADB SAFEGATE. It was acquired as part of the overall system, based on Report of Acceptance No. 100 – 3979 of 04.03.2013 by decision of the Council of Ministers No. 662/06.08.2012 г.
2	Does Sofia Airport EAD use software, software systems or a software platform for monitoring of the trajectory of flights? If yes, please provide in their entirety agreement(s) based on which Sofia Airport EAD acquires the ownership or the rights of use of such software, software systems and/or software platform?	Sofia Airport EAD does not use software, software systems or a software platform for monitoring of the trajectory of flights.
3	Please provide a copy of the hand-over protocol under Art. 19 of Agreement 100-D-90 of 19 May 2015 regarding delivery of the Departure Control System.	This information is available for review in the Physical Data Room in accordance with the rules and conditions, set out in clause 5.1. of the Concession Documentation – Appendix 3.44.
4	Please confirm whether Sofia Airport EAD intends to extend the term of Agreement 100-D-90 of 19 May 2015 regarding delivery of the Departure Control System. If yes, please provide a written request/application to that effect by Sofia Airport EAD under Art. 10 of the Agreement.	The Agreement was extended for additional two years by Letter No. 100-7803/20.04.2017, as of 23.04.2017. Please, see the answer to paragraph III, 1., published on 30.08.2018 (Q&A_30.08_1) – a copy of the letter is available for review in the Physical Data Room in accordance with the rules and conditions, set out in clause 5.1. of the Concession Documentation – Appendix 3.35.

5	Please provide a license by the Manufacturer based on which Sofia Airport EAD has the right to use the software platform ANOMOS Noise Desk.	<p>Sofia Airport EAD uses the software platform ANOMS Noise Desk according to art. 2, para. 1, item 1.2 of Agreement No. 100-Д-81 of 29.04.2015, signed between Sofia Airport EAD and Spektri EOOD (<i>Agreement No. 100-Д-81 of 29.04.2015 is available in the Virtual Data Room – Appendix – 5.6.2.7, appendix 3.2</i>) until the expiration of the Agreement. Sofia Airport’s temporary license is provided, pursuant to an agreement and rights, granted by the manufacturer “Briel&Kjaer” through their exclusive representatives in Bulgaria – “Spektri“ EOOD (authorized supplier of all system and acoustic services at the Sofia Airport - regarding the aviation noise monitoring system NOMS Noise Desk).</p> <p>A visualization of the operational screen of the software of the aviation noise and flight trajectories monitoring system is available in the Virtual Data Room – Appendix –5.6.2.7.1.</p>
6	Please provide a copy of the license based on which Sofia Airport EAD has the right to use the building automation systems installed at Terminal 2 and VIP “A” exit.	<p>1. License for Terminal 2 - available in the Virtual Data Room – Appendix –13.16. 2. VIP “A“ – VIP “A“ is not part of the concession site.</p>
7	Please provide the agreements (including all the annexes) regarding the acquisition of Alcatel Omnipcx 4400 Phone Switching System and the right of use (license) of all the software needed for that system.	This information is available in the Virtual Data Room - Appendix 3.47.
8	Please provide a copy of the agreement(s) based on which Sofia Airport EAD acquires the ownership or the right to use the system for control of the access to the parking lot of the Airport.	This information is available for review in the Physical Data Room in accordance with the rules and conditions, set out in clause 5.1. of the Concession Documentation – Appendix 3.48.

9	Please clarify what Sofia Airport EAD uses Amadeus e-power, Amadeus Selling Power, Amadeus Master Pricer and the other applications provided under Agreement 629/2014 between Sofia Airport EAD and Amadeus..	For the sale of flight tickets.
10	Please provide a copy of Agreement 629/2014 between Sofia Airport EAD and Amadeus.	This information is available for review in the Physical Data Room in accordance with the rules and conditions, set out in clause 5.1. of the Concession Documentation – Appendix 3.50.
11	Please provide copies of all the licenses of software that Amadeus grants to Sofia Airport under this agreement.	The same as question 10.
12	In relation to answer to question No 1 from Q&A part 4 of 23.08.2018 please explain the mechanism of issuance of the Unified Airport and Airport Operator Certificate and the Airport Operator License of the Concessionaire, provided for as Conditions Precedent? Specifically, will Certificate No BGLBSF - 001 of 29.12.2017 and Airport Operator License No 1/30.10.2016 issued to Sofia Airport EAD be terminated simultaneously with the issuance of such certificates and licenses in the name of the Concessionaire? Does the Grantor provide for an inclusion of relevant explicit regulations in the Concession Agreement (e.g. conditional termination/issuance of these certificates and licenses)?	<p>The procedures for the issuance of the Unified Airport and Airport Operator Certificate and the Airport Operator License of the are regulated by Commission Regulation (EU) No 139/2014 of 12 February 2014 laying down requirements and administrative procedures related to aerodromes pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council and by ORDINANCE No. 20 of 24.11.2006 on the certification of the operational requirements of civil airports, airfields, ground service systems and equipment, on licensing of airport operators and ground service operators and on the access to the ground services market at airports.</p> <p>As far as an airport may only have one airport operator, who is responsible for all airport operations, Certificate No. BGLBSF-001 of 29.12.2017 and Airport Operator License No. 1/30.10.2016 issued to Sofia Airport EAD, will be terminated upon the issuance of such certificates and licenses to the name of the Concessionaire. The aforesaid Regulation No. 139/2014 and Ordinance 20 contain no terms, such as “conditional termination/issuance of these certificates and licenses“.</p>
13	In relation to a notice in the Legal information section, published on https://www.concession-sof.bg , on the promulgation of Regulation 2018/1139 in relation to the issuance of the Unified Airport and Airport Operator Certificate of the Concessionaire,	<p>As specified in the Legal Information Section of the notice, the airport operators and airports certification process is currently governed by the procedures, set out in Regulation 139/2014.</p> <p>According to art. 140(1) of Regulation 2018/1139, ”The certificates and specific airworthiness specifications issued or recognised and the declarations made or</p>

	<p>please specify whether Regulation 139/2014 will continue to regulate the terms and procedure and the required documents for issuance of said certificate after the revocation of Regulation 216/2008? In addition, please specify whether Regulation 139/2014 is subject to article 140, point 2 of Regulation 2018/1139 (rules on execution) and respectively whether you have information about procedures on the adaptation of Regulation 139/2014 to Regulation 2018/1139 that have already begun?</p>	<p>recognised in accordance with Regulation (EC) No 216/2008 and its implementing rules shall continue to be valid and shall be deemed to have been issued, made and recognised pursuant to the corresponding provisions of this Regulation.“.</p> <p>With respect to the future development and adaptation of Regulation 139/2014 to Regulation 2018/1139, as well as the adaptation of the implementing rules, within the scope of art. 140(2) of Regulation 2018/1139, you should contact the European Aviation Safety Agency /EASA/.</p>
14	<p>In relation to the insurance policy, executed with Armeec ZAD, for insurance of the property interests, including Sofia Airport EAD, and Addition No 4 to it (available in the Physical Data Room, folder PPA I) please specify whether its term has been extended beyond 31.07.2018, respectively provide any relevant additionally executed additions/agreements/policies.</p>	<p>. No, the term has not been extended. There is a new contract signed – No. 100-Д-297/27.07.2018 (Insurance Contract No. 181000801K000003). This contract is available for review in the Physical Data Room in accordance with the rules and conditions, set out in clause 5.1. of the Concession Documentation – Appendix 3.51.</p>
15	<p>In relation to the Issuance of the Ground Handling Systems Operability Certificate to the Concessionaire, provided for as Conditions Precedent, please specify whether "object", as under article 31, points 3, 5 and 7 of Ordinance 20 of 24.11.2006, means the respective Ground Handling System or Sofia Airport?</p>	<p>“Object” under article 31, points 3, 5 and 7 of Ordinance 20 of 24.11.2006, means the respective Ground Handling System.</p>
16	<p>Please specify whether after the Commencement Date of the concession Sofia Airport EAD will continue to perform ground handling activities in accordance with the ground handling operator licenses, issued in its name.</p>	<p>According to art. 483e(“д”), para. 12 of the Civil Aviation Act, irrespective of the passenger or cargo flow of the airport and the limitations imposed, the airport operator carries out without a tender, the respective licensed ground handling services. According to Appendix 5 “Conditions Precedent“ to the draft concession contract, among the Conditions Precedent, to be met by the Concessionaire, is the obtaining of ground handling services operator licenses for the ground handling services, specified in art. 49e(“д”), para. 3, item. 2-7 of the Civil Aviation Act. In other concessions, in this case the current state operator has not retained the ground</p>

		handling services licenses. This question will be referred for discussion with the DG CAA, as the economic operators will be notified in accordance with the applicable rules.
17	In relation to application 16.1, available in the Virtual Data Room, please specify whether the General Terms of leasing a real estate, adopted in 2005, are currently applicable or there is an updated version?	The General Terms of leasing a real estate, adopted in 2005, are currently applicable.
18	In relation to the obligations of the airport operator, under article 483 of the Civil Aviation Act and article 69 (3) of Ordinance 20 of 24.11.2006, please specify what amounts does Sofia Airport EAD collect from the ground handling operators, which are given access to the airport facilities. Specifically, is our understanding that the lease price of the objects is formed on the basis of the Pricelist of airport services of Sofia Airport, available in the Virtual Data Room under application 20, and the consumable and utility expenses are determined on the basis of tariffs, adopted on the basis of the General terms, right?	We confirm that the lease price of the areas and premises, is formed on the basis of the Pricelist of airport services of Sofia Airport, The consumable and utility expenses are determined on the basis of a Tariff, as per art. 14, para. 1 and para. 2 of the General Terms. This tariff is available in the Virtual Data Room – Appendix No. 16.1 (L3 Tariff) – Q&A_16.08.18_5_bg No other fees or payments are collected within the meaning of art. 69 para. 3 of Ordinance 20 of 24.11.2006 .
19	In relation to the obligation of the airport operator, under article 483 of the Civil Aviation Act, to designate ground handling space and to provide access to the ground handling operators, please specify whether 1. the acts issued by Sofia Airport EAD bind the Concessionaire; 2. there are currently available airport facilities, which are not yet designated by Sofia Airport EAD; 3. there are currently any pending claims by ground handling operators for access to airport facilities; 4. the Concessionaire shall be obligated to use a competitive/tender procedure for designating the areas, which are available or shall be made available	Regarding paragraph 1: the contracts signed between the Sofia Airport and the ground handling operator (for leases of premises, areas etc.) contain clauses, allowing their termination. Regarding paragraph 2: the airport facilities are currently all designated; Regarding paragraph 3: currently there is a claim by the ground handling operator “Goldair Handling Bulgaria“ OOD for leasing premises and other areas; Regarding paragraph 4: The specific activities of the concessionaire shall conform to the applicable legal regulations, as art. 483(“h”), para. 2 and para. 3 of the Civil Aviation Act, as well as in ORDINANCE No. 20 of 24.11.2006 on the certification

	<p>after termination by Sofia Airport EAD, or they may negotiate freely with the ground handling operators, which have requested access to the airport facilities?</p>	<p>of the operational requirements of civil airports, airfields, ground service systems and equipment, on licensing of airport operators and ground service operators and on the access to the ground services market at airports. (issued by the Minister of Transport, promulgated in the Bulgarian State Gazette, SG No. 101 of 15.12.2006, latest amendments and supplements in SG, No. 53 of 26.06.2018).</p> <p>This question will be referred for discussion with the DG CAA, as the economic operators will be notified in accordance with the applicable rules.</p>
20	<p>Please explain the mechanism of performing "Self-service", as under Ordinance No. 20 of 24.11.2006, when aviation operators perform such activity on their own and when they hire a ground handling operator, in relation to the text of paragraph 1, point 2 of the Additional regulations of Ordinance No. 20 of 24.11.2006. Please provide any executed self-service contracts with Sofia Airport EAD, if such exist.</p>	<p>According to art. 51 para. 1 of Ordinance No. 20 of 24.11.2006, the candidate for self-service license may only be a person, holding an air carrier license.</p> <p>Therefore, the airlines are those that can apply for and hold ground handling licenses. In this respect, Sofia Airport EAD cannot hold a self-service license, or sign contracts for "self-service" with other contractors, since Sofia Airport EAD operates as an "airport operator" and "ground handling operator".</p> <p>As a "ground handling operator" Sofia Airport EAD signs ground handling contracts with aviation operators (airlines).</p>
21	<p>Please specify whether the regulations of the Public Procurement Act will be applicable to contracts, executed by Sofia Airport EAD on the basis of a public procurement procedure, in case such contracts are transferred to the Concessionaire. Specifically, shall the Concessionaire be bound by the regulations regarding amendment, termination of the contract, etc., stated in articles 116, 118 and others of the Public Procurement Act?</p>	<p>In case the replacement of the Sofia Airport EAD by the Concessionaire, as a party to the contracts, should take place simultaneously in accordance with the cession and debt replacement contracts, since the company has both rights and obligations under the signed contracts. We believe that this will ensure the transfer of Sofia Airport EAD's rights to the Concessionaire for acquiring the subject matter of the procurements and the rights, related to Contractor's warranty liability, for both the current contracts that has not yet been finalized and for the construction and supply contracts, where – although the public procurement has been completed, the warranty periods have not yet expired. Due to the replacement in debt, with respect to Client's obligation to pay the contractual price for the public procurement, Contractor's consent will always be required. As for the performance guarantees, provided by the contractor, we believe that there are no legal obstacles that Sofia Airport EAD transfers to the Concessionaire these guarantees, which are in the form of a deposit. Where the performance guarantees are in fact bank guarantees, a new</p>

		<p>bank guarantee should then have to be issued to the concessionaire's benefit, based on an agreement between the bank and the contractor.</p> <p>The Concessionaire shall not be obliged to organize procedures for the selection of a contractor for the construction, supply and service agreements, pursuant to the Public Procurement Act, since he will not be a sector client (contracting authority) within the meaning of art. 5, para. 4 , with respect to § 2, item 47, sentence two, letter "a" of the Additional Provisions of the Public Procurement Act.</p>
22	Please confirm whether the contract between MTITC and Sofia Airport EAD, executed in 2016 on the basis of article 43д of the Civil Aviation Act, is in force. Specifically, is the conditions precedent under letter G of the contract met?	The contract between MTITC and Sofia Airport EAD, executed in 2016 on the basis of article 43д of the Civil Aviation Act has become effective, as the condition precedent, under letter G of the contract is fulfilled.
23	Please list all plans in the field of security developed by Sofia Airport and duly confirmed by the respective state bodies (for instance the plan under art 22–(5) of the Combat against Terrorism Act, etc.)	In the security field, since 2018 the Sofia Airport has a new, effective "Action Plan in Case of Terrorist or Other Unlawful Tampering with the Civil Aviation", classification "Classified", agreed with the respective competent governmental bodies.
24	According to the index, on 23/08/2018 an agreement with SITA Information Networking Company B. V. – Branch Bulgaria was supposed to be published in the electronic data room under 3.13 . Such agreement was not published. In the physical data room , under said index # is an agreement with Euro Jet Intercontinental Ltd for VIP services. Please clarify which is the correct document?	We are publishing the Airport Services and Credit Payments Agreement with SITA Information Networking Company B. V. as Appendix 3.13. in the virtual data room.