

№	Question	Answer
1	<p>a) With regard to your answer dated 23.08.2018 that all effective lease agreements, on the basis of which re-invoicing of electricity is made, have been provided, please clarify whether all third parties, which are supplied with electricity through the grid of Sofia Airport EAD, have lease agreements with Sofia Airport EAD and the consumed electricity is re-invoiced on the basis of these agreements. Are there any parties, which consume electricity from the grid of Sofia Airport EAD, but have no lease agreements regarding to the site to which the consumption relates?</p> <p>b) With regard to your answer dated 24.08.2018 that there are sites/objects in the area of the airport but outside the territory of the concession which are supplied through the electro distribution grid of the airport, please clarify on what ground the re-invoicing of the electricity consumed by these sites/objects is made.</p> <p>c) Please clarify whether the building at 1 Brussels Blvd. is one of these sites/objects.</p>	<p>a) Not all third parties, , which are supplied with electricity through the grid of Sofia Airport EAD, have lease agreements with Sofia Airport EAD. For those, who have lease agreements, the electricity consumed is re-invoiced, based on such agreements. There are also legal entities, supplied with electricity and not having lease agreements with respect to the site, consuming the electricity.</p> <p>b) The grounds for the re-invoicing of the electricity consumed, by sites/objects outside the concession territory, situated within the area of the airport, are art. 59 of the Obligations and Contracts Act, since these are users of electricity, invoiced by the relevant supplier to Sofia Airport EAD, which re-invoices the respective amounts to the companies, which are actually consuming the electricity.</p> <p>c) If this refers to Bulgaria Air's building – yes, it is one of these sites/objects.</p>
2	Please clarify what is the legal ground for re-invoicing of the electricity consumed by Bulgaria Air, which is the company with the biggest consumption of electricity amongst the third parties according to the provided information.	The grounds for the re-invoicing are art. 59 of the Obligations and Contracts Act, since Bulgaria Air AD are users of electricity, invoiced by the relevant supplier to Sofia Airport EAD, which re-invoices the respective amounts to the companies, which are actually consuming the electricity.
3	With regard to your answer dated 16.08.2018 that Sofia Airport EAD has prepared documentation for conduction of a procedure for participation at the free market of electricity, please clarify why Sofia Airport EAD is still not registered at the free market, especially given that the prevailing market price is lower than the price of the supplier of last resort. Are there any obstacles of technical or legal nature due to which the registration has not been made yet? If-yes, please describe them. At what stage is the procedure for registration and when it is expected to be completed?	Sofia Airport EAD is currently undergoing a procedure for entering the free market of electricity, in accordance with the Bulgarian legislation. The relevant documentation is being prepared by the Public Procurements Department, in order to commence a procedure, according to the Public Procurements Act. At this stage, it is impossible to specify the final date for the registration and there are no obstacles whatsoever to such registration that we know of.
4	Please clarify whether there is a technical possibility the supplies of electricity to third parties and especially to those of them, which have their own objects outside the terminals in the area of the airport, to be suspended in the	There is a is a technical possibility the supplies of electricity to all the consumers of electricity, supplied from Sofia Airport EAD's electricity distribution grid, to be suspended

	case that the costs of the consumed electricity have not been timely reimbursed.	
5	Please clarify why Sofia Airport EAD needs to purchase electricity from Strabag EOOD and BULATSA? Is there any technical option/possibility the electricity which is supplied by BULATSA and Strabag EOOD to be supplied by licensed suppliers?	<p>In accordance with the instructions by the “Elektrorazpredelenie-Stolichno” /Capital Electricity Distribution Company/ the external power supply of Terminal 2 the second operational MV -20 kV power supply, is designed and implemented from Unit 6 of BULATSA (from the Vrazhdebna Substation).</p> <p>The power supply for the “FL unloading site with railroad” is accomplished through a LV line from a transformer station, which was subsequently acquired by Strabag EOOD.</p> <p>It is technically feasible that the electricity, supplied from BULATSA and Strabag EOOD is directly supplied by the Electricity Distribution Company, subject to the fulfillment of the conditions, set out in “ORDINANCE NO. 6 of 24.02.2014 on the connection of producers and clients of electricity to the electricity transmission and distribution grids” – construction of new power-supply lines, property of the Sofia Airport.</p>
6	Please clarify on what legal ground Sofia Airport EAD has initiated enforcement proceedings at the National Revenues Agency for compulsory collection of its receivables for Airport Charges. Have the legality of such enforcement proceedings been challenged? If yes, please provide information about the outcome of the court challenge.	<p>Sofia Airport EAD does not initiate any such proceedings. Enforcement proceedings are initiated by a public enforcement agent, acting at the National Revenue Agency, which is the body with the legal authority to collect public receivables, pursuant to art. 167, para. 1 of the Tax and Social Security Procedure Code.</p> <p>Sofia Airport EAD does not have any information, whether or not there are any complaints, regarding the lawfulness of such enforcement proceedings.</p>
7	Please clarify what is the category of Terminal 1 and Terminal 2 in terms of security of the electricity supplies.	The category of the buildings of Terminal 1 and Terminal 2 of Sofia Airport EAD, in terms of security of the electricity supplies, is FIRST, in accordance with the requirements of art. 44 of Ordinance No. 3 of 09.06.2004 on the design of electricity systems and electricity transmission lines.
8	Do you envisaged (and if-yes, how) the cash deposits provided to Sofia Airport EAD by the lessees under the lease agreements of terminal equipment of digital exchange Alkatel OmniPCX 4400 to be transferred to the Concessionaire upon the transfer of these agreements to the Concessionaire (if they are part of the Transferring Contracts)?	These deposits are used to secure the lease receivables under such agreements. These were agreed as a clause in the respective lease agreements and thus these shall be transferred to any party, who becomes a creditor under the agreement, and in this case – the concessionaire, pursuant to the concession agreement.

9	Please clarify when the rental prices of the terminal equipment of digital exchange Alkatel OmniPCX 4400 and the prices for the additional services related thereto have been updated for last time.	The latest update of the rental prices for the telecommunication terminal equipment of digital exchange Alkatel OmniPCX 4400 and the prices for the additional services related thereto was made in November 2011.
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