

№	Question	Answer
1	<p>Natural gas</p> <p>1. According to the information provided in item three of the Tender Documentation, with Decision No 47 of the Council of Ministers dated 26 June 2006 (the “Decision”) part of the gas pipeline deviation to the Single Air Traffic Control Centre with a total length of the part 3436.63 meters, which was built by BULATSA (“Gas Pipeline Deviation”), has been declared a public state property. Pursuant to the Decision, 1/2 ideal shares in the Gas Pipeline Deviation have been provided free of charge for management to the Grantor for the needs of General Directorate Civil Aviation Administration, respectively – have been provided for use to the Current Operator, which ensures proportional part of the maintenance costs for the Gas Pipeline Deviation from the airport charges collected by the Current Operator. In addition, upon award of the Concession, the Concessionaire, as far as the Concessionaire together with BULATSA will be provided the use of the Gas Pipeline Deviation, shall ensure the respective part of the Gas Pipeline Deviation’s maintenance, including the necessary costs thereunder. In relation to this, please answer the following questions:</p> <p>1.1. Will it be either BULATSA or the Current Operator which will manage 1/2 ideal shares of the Gas Pipeline Deviation?</p> <p>1.2. What the share of the Concessionaire in the costs for maintenance of the Gas Pipeline Deviation will be?</p> <p>1.3. How the use of the Gas Pipeline Deviation by the Concessionaire will be secured and guaranteed since the Gas Deviation Pipeline / ideal shares in the Gas Pipeline Deviation have not been explicitly included in the Concession Site, and on the other hand, 1/2 ideal shares in the Gas Pipeline Deviation were explicitly excluded from the Concession Site as per the Tender Documentation?</p>	<p>1.1. According to Decision No 475 of the Council of Ministers dated 26 June 2006 ½ ideal shares of the gas pipeline deviation with a total length of 3436.63 meters, which was built by BULATSA, have been provided free of charge for management to the Ministry of Transport, for the needs of the General Directorate Civil Aviation Administration, GD CAA has provided the use of these ½ ideal shares to Sofia Airport EAD, as BULATSA retains the other ½ ideal shares. The Current Operator (Sofia Airport EAD) and BULATSA use jointly ½ ideal shares of this Gas Pipeline Deviation.</p> <p>1.2. According to the aforesaid Decision of the Council of Ministers, Sofia Airport EAD pays a pro-rata portion of the money, required for the maintenance of the 1/2 ideal shares of the gas pipeline, from the airport fees, collected by Sofia Airport EAD. BULATSA and Sofia Airport EAD have signed an agreement to that effect. According to that agreement, any and all costs and expenses, related to the operation and maintenance of the facility, are shared precisely in half by both parties.</p> <p>1.3. Appendix No. [2.A.4], paragraph 3 Gasification to Schedule 2, Part 1 (Description of the Concession Site), para. 2.4. Facilities of the technical infrastructure, related to electricity supply, water supply and sewage, and gasification details the gas pipeline deviation, 1/2 ideal shares of which form part of the concession site. ½ ideal shares of this gas pipeline deviation, are excluded from the concession site, since these are used by BULATSA.</p>
2	<p>With Appendix 6.5.7 uploaded in the electronic section of the Data Room, you have provided an energy audit report, a resume of the energy audit report and an energy performance certificate of a building in operation dated 21 April 2017, issued upon an energy audit performed with respect to Terminal 2. These documents do not contain signatures of the persons who have prepared them.</p>	<p>According to art. 2, para. 1 of the Personal Data Protection Act, Sofia Airport EAD does not publish any documents with signatures and stamps. Sofia Airport EAD’s records and those of the “Sustainable Energy Development Agency“ contain the original signed and stamped versions of the report, the summary as well as the energy performance certificate for the building.</p>

	Please provide executed versions of the energy audit report, the resume of the energy audit report, and an energy performance certificate of a building in operation.	
3	In response to a question of 8 August 2018, with Appendix 69.2 you have provided Decision No 849 dated 28 August 2012 amending and extending the term of Water abstraction permit No 101710 dated 18 September 2006, issued in the name of the Current Operator. From Decision No 849 dated 28 August 2012 it is visible that the term of Water abstraction permit No 101710 dated 18 September 2006 expires on 19 September 2018. Please provide an information has the Current Operator submitted to the Danube River Basin Directorate an application for extension of Water abstraction permit No 101710's term under the meaning of Art. 78 of the Water Act.	<p>Sofia Airport EAD, pursuant to art. 78 of the Waters Act and art. 172 of Ordinance No. 1 on the exploration, use and protection of ground waters, has submitted an Application for the extension of the Water abstraction permit No 101710/ 18.09.2006. to the Danube River Basin Directorate, within the legally established timeframe.</p> <p>Application ref. No. 100-11844/30.05.2018 of the Sofia Airport EAD, incoming ref. No. ПИБ2-00107/04.06.2018 of the DRBD is available in the Virtual Data Room – Appendix 5.6.5.5.</p>
4	Pursuant to Clause 2.8.1 of the draft Concession Agreement, the parties attach the Transferring Contracts list as Part A of Appendix 16A. In relation to this, please confirm our understanding that Appendix 16a will be prepared jointly by the Concessionaire and the Grantor and the Concessionaire will have the opportunity to decide whether certain agreement will be included or excluded from Appendix 16a's scope.	<p>Appendix 16:</p> <ul style="list-style-type: none"> • Appendix 16a shall include a list of all the agreements between the Current Operator and any third parties, of significance for the concession Operations, effective as of the Concession Agreement signing date (the Effective Date); и • During the Transitional Period, the Parties shall review in detail all the agreements and decide which of them will be transferred to the Concessionaire. The list of agreements, to be transferred as at the Concession Commencement Date shall form Appendix 16b.
5	In addition, please confirm our understanding that Appendix 16b will be Appendix 16a but updated with new agreements that have been concluded during the Transition Period and with respect to which the Concessionaire has explicitly agreed to be included in Appendix 16b. Given that currently pursuant to the definition of "Airport Contracts" provided for in the draft Concession Agreement, the Airport Contracts will be included in Appendix 16b, there is a discrepancy between Art. 2.8.1 and the definition of "Airport Contracts". Please confirm that the Grantor would consider certain amendments in the definition of "Airport Contracts" and/or in Art. 2.8.1 for the identified discrepancies to be clarified.	<p>During the Transitional Period, the Parties shall review in detail all the agreements and decide which of them will be transferred to the Concessionaire. The list of agreements, to be transferred as at the Concession Commencement Date shall form Appendix 16b.</p> <p>According to the definition "Airport Contracts" shall mean the contracts in respect of certain rights and/or services at the Airport which have been entered into between the Current Operator and the Airport Contract Parties and which are specified in Appendix 16b (Airport Contracts), as well as any future contracts with Third Parties except for any Construction Contracts.</p> <p>Appendix 16b to the Concession Agreement shall prepared as at the Concession Commencement Date, with respect to the airport contracts, effective at that time.</p>