

№	Question	Answer
	<b>Regarding the Statement of deposits in BGN under lease agreements of "Sofia Airport" EAD as of 19.09.2018, provided in the Virtual Data Room</b>	
1	Would you specify the deposit provided by "Aero Technik BG " OOD in the amount of BGN 2 091,17 the performance of which lease agreement secures?	The specified amount secures Agreement No. 100-Д-219/16.12.2014.
2	Would you specify whether the deposits provided by "Consortium ZITA" AD in the amount of BGN 5 828,37 and 22 883,21 secure the performance of single agreement and could you indicate exactly which?	The amount of BGN 5 828,37 secures agreements No. 100-Д-21/30.01.2015 and No. 100-Д-199/12.11.2014. The amount of BGN 22 883,21 secures a terminated contract and it is to be refunded to the relevant Contractor.
3	Would you specify the deposits provided by "Lukoil Aviation Bulgaria " EOOD in the amount of BGN 2 415,06, 3 923,03 и 2 114, 19 the performance of which lease agreement secure?	The specified amounts secure Agreement No. 100-Д-246/01.11.2017 г.
4	According to the documents provided in the Physical Data Room 0A46.4 is subject of lease agreement 100-D-202 / 17.10.2012. Information provided by you has revealed that a new tender procedure has been conducted for this site, which is currently undergoing a pending appeal procedure. Could you explain the entity which is the current lessee of 0A46.4 and therefore provide the relevant documents?	At present and until the issuance of the final court decision on the appeal against the tender, the Rent-a-Car Office No. 0A46.4 is the subject matter of the lease agreement 100-Д-202/17.10.2012, available in the Physical Data Room.
5	Would you provide the lease agreement with "Bulgarian Aviation Services" OOD?	This information is available in the Virtual Data Room – <b>Appendix 3.88.</b>
	<b>Regarding Contracts for leasing of telecommunication terminal equipment of digital exchange Alkatel OmniPCX 4400</b>	

6	Would you provide the inventory of leased equipment under Annex 100-DS-118/26.02.2018 with "Mobiltel" EAD?	The inventory of leased equipment is an integral part of each agreement or annex. MTel's list has been provided by making the agreement and annex, available for review in the Physical Data Room subject to the terms and conditions, specified in Clause 5.1. of the Concession Documentation – <b>Appendix 3.32.3</b> on 30.08.2018.
<b>Regarding labour law matters</b>		
7	Please confirm there are no representatives of the employees elected under Art.7 para 2 of the LC in the Company.	There are no such representatives
8	Please clarify if there are new elections regarding the meeting of proxies in the Company under Art.6 para 2 of the LC and provide the relevant documents. Please confirm the current composition of the meeting of proxies in the Company under Art.6 para 2 of the LC, including the number of persons elected.	The term of the General Meeting/Meeting of the Proxies at Sofia Airport EAD is three years. The latest elections, regarding the meeting of proxies took place in December 2016. The relevant documents, concerning the elections, are available in the Virtual Data Room – <b>Appendix 7.6.</b> (File 26) of 09.08.2018.
9	Upon termination of the employment relationship occurred after the change of employer, please clarify who has to cover the expenses for payment of compensation pursuant to Art.224 of the LC for the days unused paid annual leave accrued prior to the change of employer - the Current Operator or the Concessionaire.	Pursuant to Art.123a, paragraph 3 of the Labour Code, the old and the new employers are jointly liable for obligations to employees, which occurred prior to the change of the employer. This understanding is underlying the provision of Clause 9.1.4 of the draft Concession Agreement. In our opinion, an obligation for compensation under Art.224 of the Labour Code would occur only upon termination of the employment, while upon the change of the employer pursuant to Art.123a LC the employment is not terminated. Please note that this answer may not be considered as official interpretation or legal advice, and each Bidder has to rely on its own assessment, on the basis of an independent advice and consultation.