

LIETUVOS ORO UOSTAI

VNO KUN PLQ

STATE ENTERPRISE LITHUANIAN AIRPORTS

PROTOCOL FOR THE APPROVAL OF THE TENDER CONDITIONS FOR THE LEASE OF TANGIBLE PROPERTY

___/01/2023 No. 2K-22-___
Vilnius

Date and time of the meeting: on __ January 2023 at __.

The Chairman of the meeting is Aurimas Abišala, Head of the Sales of the Commercial Department of Lithuanian Airports;

Members of the Commission present at the meeting:

Agnė Mažuknaitė, Head of Communications Services Development, Sales Department, Commercial Department of SE Lithuanian Airports;

Juliya Šturo, Sales Manager, Sales Department, Commercial Department of SE Lithuanian Airports.

1. DISCUSSED:

on the property to be leased out collectively:

Marking in the Contract	Name of an item	Unique No.	Address	Marking in the plan	Area sq.m	Number of parking spaces
in Vilnius						
VNO P4	Part of garages - Multistorey parking sites	4400-5232-9532	Rodūnios kel. 1, Vilnius	1G3/p	13 319,06 from 17 929,09	820
VNO P4 Outdoors	Other engineering structures - Access road for servicing the storage facility	4400-5322-3704	Rodūnios kel. 1, Vilnius	b1	1 218,13	33
VNO P6	Other engineering structures (yard facilities) - Part of parking site	4400-1113-2566	Rodūnios kel. 5/2, Vilnius	a2	3 174 from 14 052	107
VNO P8.1	Other engineering structures - Parking	4400-4934-9959	Rodūnios kel. 2, Vilnius	a7	1 238,22	46
VNO P8.2	Other engineering structures - Parking	4400-0718-5402	Rodūnios kel. 5/2, Vilnius	a1	1 415	45
VNO P7.1	Other engineering structures - Parking	4400-3154-9201	Rodūnios kel. 2, Vilnius	asf, tr, tr1	3 292	100
VNO P7.2	Other engineering structures - Parking	not provided	Rodūnios kel. 2, Vilnius	not provided	678	15
VNO P15	Other engineering structures - Parking	4400-4585-9387	Rodūnios kel. 2, Vilnius	a4, a4-1, a4-2, a4-3	2727	132

VNO PC1	Other engineering structures - Central squares (under construction) - Part of the parking site for bus parking and taxis	not provided	Rodūnios kel. 2, Vilnius	not provided	4 015	15 buses and 22 taxi
VNO PC2	Other engineering structures - Central squares (under construction) - Part of the parking site for short-term parking	not provided	Rodūnios kel. 2, Vilnius	not provided	9 604	302
VNO PC3	Other engineering structures - Central squares (under construction) - Part of the parking site for bus parking and Kiss and Fly zone	not provided	Rodūnios kel. 2, Vilnius	not provided	3 290	34
TOTAL NUMBER OF OBJECTS IN THE VNO IN THE PRESENT:					26 383,41	1 283
TOTAL NUMBER IN VNO WITH FUTURE OBJECTS:					43 970,41	1 671
In Kaunas						
KUN P1	Other engineering structures – Parking site	4400-4182-8046	Oro uosto str. 4, Karmėlava, Kaunas distr.	b, b1	24 869,51	500
KUN P2.1	Other engineering structures – Parking site	4400-4855-2838	Oro uosto str. 4, Karmėlava, Kaunas distr.	a1, š1	1 368,2	110
KUN P2.2	Other engineering structures – Parking site	4400-4931-8883	Oro uosto str. 4, Karmėlava, Kaunas distr.	b2, b2/1, b2/2	3 600,42	110
KUN P2.3	Other engineering structures – Parking site	4400-5122-0212	Oro uosto str. 4, Karmėlava, Kaunas distr.	b3, b3/1, b3/2	4 427,18	100
KUN P3.1	Part of other engineering structures - parking site	4400-4855-2849	Oro uosto str. 4, Karmėlava, Kaunas distr.	a2, š11, š12, š13	7 947,3	100
KUN P3.2	Part of other engineering structures - parking site	4400-4855-2816	Oro uosto str. 4, Karmėlava, Kaunas distr.	a1, š1-š6, b1-b5	10 490	185
KUN P4	Other engineering structures – Parking site	not provided	Oro uosto str. 4, Karmėlava, Kaunas distr.	not provided	10 257	200
TOTAL NUMBER OF OBJECTS IN THE KUN IN THE PRESENT:					36 464,61	1 105
TOTAL NUMBER IN KUN WITH FUTURE OBJECTS:					46 721,61	1 305
In Palanga						
PLQ P1	Other engineering structures - Parking	4400-4960-1405	Liepojos pl. 1, Palanga	b1-b4,	2 833,37	66

PLQ P2.1	Part of other engineering structures - parking site	4400-4960-1392	Liepojos pl. 1, Palanga	2b1, 2b2, 2b3	1 384,51	40
PLQ P2.2	Part of other engineering structures (yard area)– parking site	4400-0956-9902	Liepojos pl. 1, Palanga	1b1. 1b2	1 102	46
PLQ P3.1	Part of other engineering structures - parking site	4400-4873-3377	Liepojos pl. 1, Palanga	2b1, 2b2	3 367,05	100
PLQ P3.2	Part of other engineering structures - parking site	4400-4960-1327	Liepojos pl. 1, Palanga	3b1, 3b2	2 550,83	138
PLQ P4	Other structures (yard equipment) - Yard site	4400-2200-1583	Liepojos pl. 1, Palanga	1b1 - 1b7	8 322,51	200
TOTAL IN PLQ					19 560,27	590
TOTAL NUMBER OF OBJECTS IN THE LTOU IN THE PRESENT:					82 408,29	2 978
TOTAL NUMBER IN LTOU WITH FUTURE OBJECTS:					110 252,29	3 566

Project of the Tender Conditions for the Tender for the Lease of State Tangible Assets, prepared in accordance with the decision of the Head of SE Lithuanian Airports Vilnius Branch, approved by Order No 1R-__ of January __, 2023.

I. GENERAL PROVISIONS

1. SE Lithuanian Airports, legal entity code 120864074, address Rodūnios kelias 10A, 02189 Vilnius (hereinafter also referred to as LTOU or the Lessor), which is held in trust for the Vilnius Branch of SE Lithuanian Airports (hereinafter referred to as LTOUVF), Kaunas Branch of SE Lithuanian Airports (hereinafter referred to as LTOUKF) and Palanga Branch of SE Lithuanian Airports (hereinafter referred to as LTOUPF) the Tender Conditions for the public lease of tangible state property transferred for management (hereinafter referred to as the Tender Conditions) shall regulate the procedure and conditions for the public tender for the public lease of the tangible state property referred to in Clause 5 (hereinafter also referred to as the Property) held by the LTOU under the right of entrustment and transferred to the LTOUVF, LTOUKF and LTOUPF for management (hereinafter also referred to as the Tender).
2. When organising the Tender, LTOU shall be guided by the Law on Management, Use and Disposal of State and Municipal Property of the Republic of Lithuania, the Resolution of the Government of the Republic of Lithuania of 14 December 2001 No. 1524 Regarding the Lease of State Tangible Assets (hereafter referred to as the Description), other legal acts of the Republic of Lithuania regulating the lease relations, and the following Tender Conditions. Anything not specified in these Tender Conditions shall be carried out in accordance with the aforementioned legal acts.
3. The Tender shall be organized and conducted by the Tender Commission for the Public Lease of State Tangible Assets (hereinafter referred to as the Commission), established by order of the CEO of LTOU.
4. The Tender Conditions are publicly available on the LTOU website <http://www.ltou.lt> and on the LTOU Facebook accounts “Vilnius Airport”, “Kaunas Airport” and “Palanga Airport”.

II. SUBJECT OF TENDER FOR THE LEASE OF TANGIBLE PROPERTY

5. Subject to these Tender Conditions, the following shall be leased together: in accordance with the terms and conditions of the Tender to be leased collectively:

Marking in the Contract	Name of an item	Unique No.	Address	Marking in the plan	Area sq.m	Number of parking spaces
In Vilnius						
VNO P4		4400-5232-9532	Rodūnios kel. 1, Vilnius	1G3/p	13 319,06 from 17 929,09	820
VNO P4 Outdoors	Other engineering structures - Access Road for servicing the storage facility	4400-5322-3704	Rodūnios kel. 1, Vilnius	b1	1 218,13	33
VNO P6	Other engineering structures (yard facilities) - Part of parking site	4400-1113-2566	Rodūnios kel. 5/2, Vilnius	a2	3 174 from 14 052	107
VNO P8.1	Other engineering structures - Parking	4400-4934-9959	Rodūnios kel. 2, Vilnius	a7	1 238,22	46
VNO P8.2	Other engineering structures - Parking	4400-0718-5402	Rodūnios kel. 5/2, Vilnius	a1	1 415	45
VNO P7.1	Other engineering structures - Parking	4400-3154-9201	Rodūnios kel. 2, Vilnius	asf, tr, tr1	3 292	100
VNO P7.2	Other engineering structures - Parking	not provided	Rodūnios kel. 2, Vilnius	not provided	678	15
VNO P15	Other engineering structures - Parking	4400-4585-9387	Rodūnios kel. 2, Vilnius	a4, a4-1, a4-2, a4-3	2727	132
VNO PC1	Other engineering structures - Central squares (under construction) - Part of the parking site for bus parking and taxis	not provided	Rodūnios kel. 2, Vilnius	not provided	4 015	15 buses and 22 taxis
VNO PC2	Other engineering structures - Central squares (under construction) - Part of the parking site for short-term parking	not provided	Rodūnios kel. 2, Vilnius	not provided	9 604	302
VNO PC3	Other engineering structures - Central squares (under construction) - Part of the parking site for bus parking and Kiss and Fly zone	not provided	Rodūnios kel. 2, Vilnius	not provided	3 290	34
TOTAL NUMBER OF SITES IN THE VNO IN THE PRESENT:					26 383,41	1 283
TOTAL NUMBER IN VNO WITH FUTURE SITES:					43 970,41	1 671
In Kaunas						

KUN P1	Other engineering structures – Parking site	4400-4182-8046	Oro uosto str. 4, Karmėlava, Kaunas distr.	b, b1	24 869,51	500
KUN P2.1	Other engineering structures – Parking site	4400-4855-2838	Oro uosto str. 4, Karmėlava, Kaunas distr.	a1, š1	1 368,2	110
KUN P2.2	Other engineering structures – Parking site	4400-4931-8883	Oro uosto str. 4, Karmėlava, Kaunas distr.	b2, b2/1, b2/2	3 600,42	110
KUN P2.3	Other engineering structures – Parking site	4400-5122-0212	Oro uosto str. 4, Karmėlava, Kaunas distr.	b3, b3/1, b3/2	4 427,18	100
KUN P3.1	Part of other engineering structures - parking site	4400-4855-2849	Oro uosto str. 4, Karmėlava, Kaunas distr.	a2, š11, š12, š13	7 947,3	100
KUN P3.2	Part of other engineering structures - parking site	4400-4855-2816	Oro uosto str. 4, Karmėlava, Kaunas distr.	a1, š1-š6, b1-b5	10 490	185
KUN P4	Other engineering structures – Parking site	not provided	Oro uosto str. 4, Karmėlava, Kaunas distr.	not provided	10 257	200
TOTAL NUMBER OF SITES IN THE KUN IN THE PRESENT:					36 464,61	1 105
TOTAL NUMBER IN KUN WITH FUTURE SITES:					46 721,61	1 305
In Palanga						
PLQ P1	Other engineering structures - Parking	4400-4960-1405	Liepojos pl. 1, Palanga	b1-b4,	2 833,37	66
PLQ P2.1	Part of other engineering structures - parking site	4400-4960-1392	Liepojos pl. 1, Palanga	2b1, 2b2, 2b3	1 384,51	40
PLQ P2.2	Part of other engineering structures (yard area)– parking site	4400-0956-9902	Liepojos pl. 1, Palanga	1b1. 1b2	1 102	46
PLQ P3.1	Part of other engineering structures - parking site	4400-4873-3377	Liepojos pl. 1, Palanga	2b1, 2b2	3 367,05	100
PLQ P3.2	Part of other engineering structures - parking site	4400-4960-1327	Liepojos pl. 1, Palanga	3b1, 3b2	2 550,83	138
PLQ P4	Other structures (yard equipment) - Yard site	4400-2200-1583	Liepojos pl. 1, Palanga	1b1 - 1b7	8 322,51	200
TOTAL IN PLQ					19 560,27	590
TOTAL NUMBER OF SITES IN THE LTOU IN THE PRESENT:					82 408,29	2 978
TOTAL NUMBER IN LTOU WITH FUTURE SITES:					110 252,29	3 566

, for the purpose of providing parking services.

Further in these Tender Conditions, the parking sites: VNO P4, VNO P4 Outdoors, VNO P6, VNO P8.1, VNO P8.2, VNO P7.1, VNO P15 with future objects - VNO PC1, VNO PC2, VNO PC3 VNO P7.2 - all collectively referred to by the collective term VNO parking sites; KUN P1, KUN P2.1, KUN P2.2, KUN P2.3, KUN P3.1, KUN P3.2, together with the future site KUN P4, are all collectively referred to by the collective term KUN parking sites; and sites: PLQ P1, PLQ P2.1, PLQ P2.2, PLQ P3.1, PLQ P3.2 and PLQ P4 all together shall be referred to collectively as PLQ parking sites, unless otherwise specified/detailed in the text of these Tender Conditions, and all together shall be referred to collectively as VNO parking sites, KUN parking sites and PLQ parking sites, unless otherwise specified/detailed in the text of these Tender Conditions.

6. LTOU shall have the right to adjust the characteristic and/or cadastral data of the parking sites, i.e., the names, indices, etc., as specified in Clause 5 of the Tender Conditions, as well as in the Real Estate Register, and in all documents which are indicated in the Real Estate Register as the basis for the registration of the parking sites. Such change/adjustment of the characteristic and/or cadastral data of the parking sites will not affect the possibility to use the parking sites for the purpose for which they are planned to be leased. In the event of any changes to the data, the successful Tenderer will be informed in writing.

7. Taking into account the practices of international airports and the fact that LTOU passengers are frequent travelers and have high expectations of airport service quality, speed and overall service, as well as LTOU's interest in passengers being able to easily identify and find recognizable brands, that they associate with trustworthy parking companies, LTOU sees the need to lease the parking areas exclusively to an entity that operates a **registered brand and meets the qualification requirements of the Tender, which**, if successful, will be required to comply with the Customer Service Standard developed by LTOU (Annex No. 3, hereinafter referred to as the Standard) and the Code of Ethics for Lithuanian Airports' Operating Partners (Annex No. 6, hereinafter referred to as the Code of Ethics). LTOU shall have the right to amend or supplement the Standard and the Code of Ethics during the term of the Lease Contract. The provision of services on the parking sites must be agreed in advance with the Lessor.

8. Upon winning, the Tenderer shall be obliged to adapt the parking sites for the provision of vehicle parking services and passenger/customer services and commence operations no later than **30 (thirty) calendar days** from the date of handover of the parking sites, and to carry out the aforementioned activities without interruption throughout the lease term. The procedure for the transfer of the parking sites is described in the draft lease contract for the State's tangible assets (Annex No. 4).

8.1. The successful Tenderer will be required to install charging stations for electric vehicles no later than 36 months after the date of handover of the parking sites and to operate them continuously throughout the lease period. The quantities and capacities of the charging stations are set out in the draft lease contracts for the State's tangible assets (Annex No. 4).

9. Interested party may inspect the parking sites no later than 3 (three) working days prior to the opening of the registration period, i.e., no later than **5 p.m. on January __, 2023** during working hours (8 a.m. to 5 p.m.), by contacting the LTOU or by e-mail to a.mazuknaite@ltou.lt in advance.

10. The initial rent for the VNO parking sites (excluding the future sites VNO PC1, VNO PC2, VNO PC3, VNO P7.2) is EUR 115,000 excl. VAT (EUR 139,150 incl. VAT); the rent for the KUN parking sites (excluding the future site KUN P4) is EUR 83,000 excl. VAT (EUR 100,430 incl. VAT); the rent for the PLQ parking sites is EUR 23,000 excl. VAT (EUR 27,830 incl. VAT). The total initial rent for the VNO parking sites, the KUN parking sites and the PLQ parking sites (excluding future facilities) is EUR 221 000 excl. VAT (EUR 267 410 incl. VAT) per month.

11. The rent offered by the successful Tenderer and the lease contract will be recalculated on a calendar quarterly basis in proportion to the income generated by the Lessee from its activities on the sites. More detailed conditions for the recalculation of the rent are set out in the draft lease contract for the State's tangible assets (Annex No. 4).

The Lessee will be obliged to pay the rent on a monthly basis according to the invoice provided. Payments for the previous month shall be made by the last calendar day of the month in which the invoice is submitted. In the event of failure to pay the rent and other payments provided for in the lease contract on time, the Lessee shall be liable to pay to the Lessor a default interest of 0,05% (five hundredths of one per cent) of the amount of the defaulted payment for each day of delay. The rent and all other payments shall commence from the date of handover of the sites to the Lessee. The sites shall be handed over in the provisional phased manner referred to in Clause 11.1, unless the Lessor informs the Lessee of objective circumstances which may lead to a change in the timeframes set out below, or unless other handover dates are agreed between the Parties.

11.1. Preliminary phasing of the handover of the sites:

Phase I - 1 May 2023 to 31 May 2023 - handover sites VNO P4, VNO P4 Outdoor, VNO P6, VNO P8.1, VNO P8.2, VNO P7.1, VNO P15; KUN P1, KUN P2.1, KUN P2.2, KUN P2.3, KUN P3.1, KUN P3.2; PLQ P1, PLQ P2.1, PLQ P2.2, PLQ P3.1, PLQ P3.2, PLQ P4;

Phase II - 1 June 2024 to 30 June 2024 - the handover of some sites VNO PC1, VNO PC2, VNO PC3, VNO P7.2 and KUN P4 shall be carried out by informing the Lessee of the date of handover and the area of the sites (parts of sites) to be handed over no later than 30 calendar days in advance;

Phase III - from 1 October 2024 to 31 October 2024. - the remaining parts of VNO PC1, VNO PC2 and VNO PC3 sites shall be handed over, informing the Lessee at least 30 calendar days in advance of the date of handover and of the area of the sites/parts of sites to be transferred.

12. The sites shall be leased for a period of **10 (ten) years** (hereinafter referred to as the Lease Term). The Lease Term shall commence on the date of delivery of the sites to the Lessee. In the event that the Lessor changes its legal form from a State Enterprise (SE) to a Joint Stock Company (JSC) and, as a result, the lease of the sites will no longer be subject to the mandatory legal requirements for the lease of State-owned property with respect to the maximum Lease Term of 10 years, the Lease Term may be extended by an additional period of 10 years. The draft lease contracts are available on the LTOU website <http://www.ltou.lt>

13. The sites will be leased on the basis of four (4) contracts: one contract for VNO P4 and VNO P4 Outdoor, a second contract for VNO P6, VNO P8.1, VNO P8.2, VNO P7.1, VNO P15 together with the future sites VNO PC1, VNO PC2, VNO PC3 VNO P7.2, a third contract for KUN and a fourth for PLQ sites. The Tenderers must bid separately for each of the following: VNO sites, KUN sites and PLQ sites (excluding future sites), and the successful Tenderer will be the Tenderer with the highest total bid for the VNO sites, KUN sites and PLQ sites (excluding future sites). In the event of termination or expiry of any of the leases, the other leases will automatically terminate. A Tenderer may not tender for just a part of the VNO sites, KUN sites or PLQ sites.

14. In the event of the circumstances described in Clause 11 of the Tender Conditions, i.e., when the Tenderers takes over the VNO PC1, VNO PC2, VNO PC3, VNO P7.2 and KUN P4 sites, the rent for the above mentioned sites will be recalculated taking into account the actual area of the VNO PC1, VNO PC2, VNO PC3, VNO P7.2 and KUN P4 sites (for more details, see the draft lease contracts).

15. It should be noted that at the time of the announcement and execution of the Tender:

15.1. VNO PC1, VNO PC2 and VNO PC3 are not yet formed due to the reconstruction works of the Vilnius Airport Passenger Terminal in accordance with the project for the reconstruction of the transport building (7.6), the airport terminal, at Rodūnios kel. 2, Vilnius (hereinafter referred to as the Project); designer - Eikos Statyba, UAB; project stage: contract works (hereinafter referred to as the Contract Works). The Lessor undertakes to construct VNO PC1, VNO PC2 and VNO PC3 by the date of handover of VNO PC1, VNO PC2 and VNO PC3 sites to the Lessee, in accordance with the phases set out in Clause 11.1 of the Tender Conditions. The Lessor undertakes to hand over VNO PC1, VNO PC2 and VNO PC3 sites upon completion of the works foreseen in the Project, but no later than 31 October 2024. In the event that, due to the fault of third parties or due to any other circumstances, including circumstances beyond the control of the Lessor, the Lessor fails to deliver VNO PC1, VNO PC2 and VNO PC3 to the Lessee by 31 October 2024, the Lessor's obligation to hand over VNO PC1, VNO PC2 and VNO PC3 sites to the Lessee, and the Lessee's obligation to accept them, shall be deemed to have expired

the day after the expiration of the said deadline, unless the parties otherwise agree in writing. In such event, the Lessee shall continue to lease the VNO sites (other than the undelivered VNO PC1, VNO PC2 and VNO PC3 sites) on the terms, conditions and in the manner and for the duration set out in the Lease. In the event that the Lessor transfers VNO PC1, VNO PC2 and VNO PC3 sites to the Lessee, the Parties will sign an agreement on the adjustment of the subject matter of the Contract, whereby they will adjust the data (area, indexes, etc.) of VNO PC1, VNO PC2 and VNO PC3 sites, which may have changed as a result of the execution of the Contract works, on the basis of the data from the Land Registry and the cadastral measurements. The Lessee shall be obliged to commence operations on VNO PC1, VNO PC2 and VNO PC3 sites no later than 30 (thirty) calendar days from the date of handover of VNO PC1, VNO PC2 and VNO PC3 sites to the Lessee (the date of signing of the handover certificates);

15.2. At the time of the announcement and execution of the Tender, the VNO P7.2 site is not registered in the Real Estate Register. The Lessor undertakes to hand over the VNO P7.2 site to the Lessee once it has been registered in the Real Estate Register, but no later than 2026. In the event that, due to the fault of third parties or any other circumstances, including those beyond the control of the Lessor, the Lessor fails to hand over the VNO P7.2 site to the Lessee by 2026, the Lessor's obligation to hand over the VNO P7.2 to the Lessee and the Lessee's obligation to accept it shall be deemed to have expired the day after the expiration of the said period, unless the parties otherwise agree in writing. In this case, the Lessee will continue to lease the sites of VNO (except for the undelivered VNO P7.2) on the terms, conditions and in the manner and for the duration set out in the lease contract. In the event that the Lessor hands over to the Lessee site VNO P7.2, the Parties shall sign an agreement on the adjustment of the subject matter of the contract, whereby, on the basis of the data of the Real Estate Register and the cadastral measurements, they shall adjust the data of site VNO P7.2 (area, index etc.). The Lessee shall be obliged to commence operations on VNO P7.2 site no later than 30 (thirty) calendar days from the date of handover of VNO P7.2 to the Lessee (date of signing of the Handover Acceptance Certificate);

15.3. At the time of the announcement and execution of the Tender, the KUN P4 site has not yet been formed and registered in the Real Estate Registry. The Lessor undertakes to hand over the KUN P4 site once the installation works have been carried out and it has been registered in the Real Estate Register, but no later than 2026. In the event that, due to the fault of third parties or due to any other circumstances, including those beyond the control of the Lessor, the Lessor fails to hand over the KUN P4 site to the Lessee by 2026, the Lessor's obligation to hand over the KUN P4 site to the Lessee and the Lessee's obligation to accept it shall be deemed to have expired the day after the expiration of the said period, unless the parties otherwise agree in writing. In such case, the Lessee shall continue to lease the sites of KUN (except for the undelivered KUN P4) on the terms, conditions, procedure and for the term set out in the lease contract. In the event that the Lessor hands over the KUN P4 site to the Lessee, the Parties will sign an agreement on the adjustment of the subject matter of the contract, whereby, on the basis of the data of the Real Estate Register and the cadastral measurements, the Parties will adjust the data of the KUN P4 (area, index, etc.), which may have changed as a result of the execution of the Contract Works. The Lessee shall be obliged to commence operations on the KUN P4 site no later than 30 (thirty) calendar days after the date of handover of the KUN P4 site to the Lessee (date of signing of the Handover Acceptance Certificate);

15.4. Is aware of the circumstances that the planned development of the engineering infrastructure for the communications of the railway line Kaunas-Vilnius (hereinafter referred to as the PNI; planning basis - Resolution of the Government of the Republic of Lithuania No. 1399 of 27 December 2018 Regarding the Commencement of the Preparation of the Engineering Infrastructure Development Plan for the Communications of the Rail Baltica Project Kaunas-Vilnius; planning organizer - Ministry of Transport and Communications of the Republic of Lithuania; AB LTG Infra), the Lessee may temporarily take over/restrict the Lessee's activities in a part of the VNO sites (i.e., the VNO sites PC1, VNO sites PC2, and VNO sites PC3) due to the implementation of the PNI, i.e., the planned construction works of the Rail Baltica railway line. At the time of the announcement and execution of the Tender, the exact duration of the aforementioned works and the tentative commencement dates are not known, however, during the period in which part of the VNO sites (i.e., VNO PC1, VNO PC2 and VNO PC3) will be taken over by the Lessee/the Lessee's activities at the above sites will be reduced, and as a consequence of this, the Lessee will not be able to use the sites, and the rent for the aforementioned sites shall be subject to a rent increase in relation to the above sites (proportional to the decrease in the area leased).

16. The Lessee will be obliged to use a registered trademark complying with the requirements set out in Clauses 18.2 and 18.3 of the Tender Conditions, which will be indicated in the Tender Application, for the duration of the Lease Term, in the provision of paid parking services on the site.

III. QUALIFICATION REQUIREMENTS FOR TENDERERS

17. The Tender is open to natural persons, legal persons, entities without legal personality, their branches or representative offices, and persons who have entered into a written agreement (hereinafter referred to as Tenderers). Duly authorized representatives of the persons referred to in this clause may also submit an application for the Tender by submitting, together with the application, a power of attorney issued by the Tenderer.

18. The LTOU, in order to ascertain whether the Tenderer is competent, reliable and capable of fulfilling the Tender Conditions and of executing the lease contract and taking into account the circumstances described in Clause 7 of the Tender Conditions, shall set the qualification requirements for the Tenderers. A Tenderer wishing to participate in the Tender must meet all of these qualification requirements and must submit with its application the documents required to prove the qualifications set out below (if the Tenderer is unable to submit the documents set out below, the Tenderer must submit other documents to prove that it meets the qualification requirements):

Seq. No.	Qualification requirements	Documents confirming that the tenderer meets the qualification requirements
18.1.	<p>The Tenderer has owned, and at the time of the submission of the Tender effectively owns (directly or through subsidiaries, 100 % of which are owned by the Tenderer), for at least the last 3 (three) years (2020, 2021, 2022), the following companies vehicle parking facilities located in the European Economic Area (EEA), the Middle East or North America, which can accommodate at least 1 000 (one thousand) vehicles at any one time, including at least 500 (five hundred) vehicles at any one location, and which are managed using a vehicle number plate recognition system, with sales of the parking services being made, including, but not limited to, through digital sales channels. The Tenderer's annual sales revenue from the management/operation/administration of pay parking facilities shall be at least EUR 1 000 000 (one million) excluding VAT during the calendar year of 2022.</p> <p><i>For the sake of clarity, a parking site is defined as an open-air car park or a building with one or more floors of garages (including underground parking, if any), the main function of which is the storage/parking of vehicles.</i></p> <p><i>Number plate recognition system - an electronic system for recognising the number plates of vehicles, which is used to register and admit vehicles entering the parking site and to register and release vehicles leaving the site.</i></p> <p><i>Digital sales channels - website, parking booking pages on websites, mobile apps.</i></p>	<p>The Tenderer must provide:</p> <ol style="list-style-type: none"> 1. Ownership documents and/or certified extracts or copies of contracts (lease, sublease, concession, administration, etc.) proving that the Tenderer has been managing the parking sites for at least the last three (3) years (2020, 2021, 2022) from the start of its business activities until the end of the deadline for the submission of applications. 2. A declaration by the Tenderer's head or an authorised person of the Tenderer (together with a power of attorney), authenticated with the signature and seal of the Tenderer (if the Tenderer has one), stating that: <ol style="list-style-type: none"> a) The parking sites indicated by the Tenderer shall accommodate at least 1 000 (one thousand) vehicles, with at least 500 (five hundred) vehicles per space; b) The Tenderer's annual sales revenue from the operation/management/administration of pay parking activities for the calendar year of 2022 shall be at least EUR 1 000 000 (one million) excluding VAT; c) The parking site indicated by the Tenderer is equipped with a number plate recognition system; d) Sales of parking services are made through digital sales channels (provide links to specific booking web pages). 3. Tenderer's profit and loss account for 2022. 4. The Tenderer must also provide a sales turnover certified by the Tenderer's head or

		<p>his/her authorised person (together with a power of attorney), signed and sealed by the Tenderer's seal (if the Tenderer has a seal), to the effect that the Tenderer's annual revenue from the operation/management of the paid parking facilities for the calendar year of 2022 amounted to at least EUR 1,000,000 (one million EUR), excluding VAT.</p> <p>In order to verify the validity of the information provided in the declaration, the Commission shall have the right, during the evaluation of the Tender, to request the Tenderer to provide additional documents to clarify/corroborate the information provided in the declaration, within a time limit set by the Commission, normally not later than five (5) working days from the date of the Commission's written notification.</p> <p>If the Tenderer fails to provide supporting documents for the information contained in the declaration at the request of the Commission, the Tenderer's application shall be rejected on the basis of Clause 47.3 of the Tender Conditions.</p>
18.2.	<p>The Tenderer uses or has the right to use or will immediately (before commencement of operations on the Leased Premises) acquire the right to use a registered trademark for paid parking services (hereinafter referred to as the Trademark), under a franchise or other agreement granting rights to the Trademark, which is already in actual use by the Tenderer or any third parties in at least one (1) paid parking site of at least 500 (five hundred) spaces located in the European Economic Area (EEA) countries, the Middle East countries or North America.</p>	<p>If the Tenderer is the owner of the Trademark: A declaration by the Tenderer's head or his/her authorised person (with a power of attorney), signed and sealed by the Tenderer (if the Tenderer has one), stating that the Tenderer's Trademark is actually used in at least one (1) paid parking site of at least five hundred (500) spaces, located in the European Economic Area (EEA) countries, the Middle East countries or North America, indicating the exact address of each of the parking spaces, the management rights (lease, sublease, concession, etc.) and the number of parking spaces) and the use of the Trademark.</p> <p>If the Tenderer is not the owner of the Trademark: If the Tenderer is not the owner of the Trademark, he/she must provide a copy of the franchise or sub-franchise agreement, etc. A copy of the documents proving the right to use the Trademark.</p> <p>If the Tenderer has not yet concluded an agreement granting the right to use the Trademark, he/she may submit a letter of guarantee from the franchisor (a duly certified copy thereof) that upon conclusion of the site lease contracts, the Tenderer will have the right to use the Trademark on the terms and conditions</p>

<p>18.3.</p>	<p>The Trademark referred to in Clause 18.2 of the Tender Conditions must be listed in the Register of the World Intellectual Property Organization WIPO and/or the Register of the European Union Intellectual Property Office EUIPO and classified in the Nice Classification of Goods and Services as car parking and/or parking place rental or registered in the Register of the Lithuanian State Patent Bureau.</p>	<p>set out in these Tender Conditions and the site lease contracts.</p> <p>In addition, if the Tenderer is not the owner of the Trademark, he/she must submit a declaration from the Tenderer's head or an authorised person (with power of attorney), signed and sealed by the Tenderer (if the Tenderer has one), stating, that the Trademark is actually used in the names of at least one (1) paid parking site of at least 500 (five hundred) parking spaces, located in the countries of the European Economic Area (EEA), in the Middle East countries or in North America, indicating the exact address of each of the sites, the rights of management (lease, sublease, concession, etc.) and the number of spaces) and the use of the Trademark.</p> <p>In order to verify the validity of the information provided in the declaration, the Commission shall have the right, during the evaluation of Tenders, to request the Tenderer to submit, within a time limit to be fixed by the Commission, normally not later than 5 (five) working days from the date of the Commission's written notification, additional documents to clarify/verify the information provided in the declaration.</p> <p>If, at the request of the Commission, the Tenderer fails to substantiate the data stated in the declaration with supporting documents, the Tenderer's application shall be rejected on the basis of Clause 47.3 of the Tender Conditions.</p> <p>A copy of the Trademark Registration Certificate (Certificate) issued by the State Patent Bureau of the Republic of Lithuania and/or the World Intellectual Property Organisation WIPO and/or the European Union Intellectual Property Office EUIPO, certified by the signature of the Tenderer's head or his/her authorised person, and the Tenderer's signature and seal (if the Tenderer has one).</p>
--------------	---	---

<p>18.4.</p>	<p>18.4.1. The Tenderer is not bankrupt, insolvent, being wound up or has suspended operations.</p> <p>18.4.2. The Tenderer or its representative has not been convicted of any of the criminal offences listed in Annex No. 8 to the Tender Conditions (hereinafter referred to as Criminal Offences) and has no judicial or non-judicially imposed and valid administrative penalties and/or administrative sanctions for the administrative offences listed in Annex No. 8 (hereinafter referred to as Administrative Offences) and has not committed any of the Criminal Offences and Administrative Offences listed in Annex No. 8 during the last 5 (five) years preceding the date of submission of the tender.</p> <p><i>CORRECTION:</i></p> <p>The responsible person of the Tenderer in case of criminal offences shall be deemed to be the head, other member of the management or supervisory body, or the accountant(s) or other person(s) authorised to draw up and sign the Tenderer's accounting documents of the Tenderer which is a legal person. A Tenderer or its representative shall be deemed to have been convicted of the criminal offence(s) listed in Annex No. 8 when, in respect of the Tenderer/its representative, a conviction has been handed down and has become final within the last 5 years and the conviction is spent or has not been expunged or reversed.</p> <p>The responsible person of the Tenderer in the case of Administrative Offences shall be deemed to be the head of the Tenderer, which is a legal person, or any other responsible persons of the Tenderer, who, in accordance with the Code of Administrative Offences of the Republic of Lithuania, shall be subject to the administrative liability for Administrative Offences.</p>	<p>A document issued by the State Enterprise Centre of Registers or a relevant foreign authority (original or duly certified copy) confirming that the Tenderer is not bankrupt, being wound up, suspended, subject to bankruptcy proceedings or out-of-court insolvency proceedings, or is not in the process of being placed under compulsory liquidation proceedings or an arrangement with its creditors). If no such document is issued in the country of the Tenderer's residence, the Tenderer shall be entitled to submit a declaration of compliance with the qualification requirement set out in this Clause.</p> <p>A free-form declaration, signed and stamped (if the Tenderer has one) by the Tenderer's head or an authorised person (with power of attorney), stating that:</p> <ul style="list-style-type: none"> • The Tenderer/its representative has not been convicted of any criminal offence and has no court or non-judicially imposed and valid administrative penalties and/or administrative sanctions for administrative offences; • The Tenderer or its representative has not committed any of the Criminal Offences and Administrative Offences listed in Annex No. 8 within the last 5 (five) years preceding the date of submission of the Tender; • The Tenderer is aware that in the event that information/data from the competent authorities available to the LTOU at the time of the Tender confirms that the Tenderer/Responsible Person has been convicted of, or has been subject to a criminal conviction for, a Criminal Offence, or has been subject to administrative penalties and/or administrative measures of administrative impact imposed by a court or out-of-court procedure and in force for administrative offences, or has been subject to decisions of competent officials and/or a court of law as provided for in the Code of Administrative Offences of the Republic of Lithuania, shall not be eligible to be considered as the successful Tenderer. <p>In order to verify the validity of the information given in the declaration, the Commission may consult the competent authorities in order to verify the information given in the declaration or, where appropriate, require the Tenderer to provide, within a time limit to be set by the Commission, and normally not later than five (5)</p>
--------------	---	---

	18.4.3 The Tenderer fulfils the interests of national security.	<p>working days from the date on which the Commission gives written notification, documentation to substantiate the information given in the declaration.</p> <p>If, at the request of the Commission, the Tenderer fails to substantiate the information contained in the declaration with supporting documents, the Tenderer's application shall be rejected on the basis of Clause 47.3 of the Tender Conditions</p> <p>The Tenderer must submit a signed declaration stating that the Tenderer considers that by submitting its application it is in the interest of national security in accordance with the Law on the Protection of Objects of Importance to National Security of the Republic of Lithuania (Annex No. 7).</p>
18.5.	The Tenderer must provide estimated sales (in EUR excluding VAT) for 2023 on a monthly basis and annual revenue plans by branch for the period 2024-2032, taking into account forecast passenger flows; sales shall be broken down by channel (drive-in, mobile app, contracted business customers, etc.).	An action plan shall be presented.

Note. Copies of documents shall be authenticated by the signature of the Tenderer or its authorised person, indicating the words “True copy” and the title, name (letter of the first name), surname, date and seal (if any) of the Tenderer. All documents submitted must be in Lithuanian. Documents translated from a foreign language must be certified by a translator. LTOU reserves the right to request original documents.

19. If a group of economic operators is participating in the Tender, it must submit a copy of the joint operating agreement. The joint operating agreement must specify the obligations of each party to the agreement in relation to the lease contracts to be concluded with the Lessor. The joint operating agreement must provide for the joint and several liability of all the parties to the agreement for non-performance of their obligations to the Lessor. The joint operating agreement must also stipulate who is to represent the group of economic operators (with whom the Lessor is to liaise on matters arising during the evaluation of the application and during the performance of the lease). The lease contracts will be concluded with the responsible partner identified in the joint operating agreement. The joint operating agreement must provide for a prohibition on changes in the composition of the members of the group of economic operators before and after the conclusion of the lease contracts and must provide for a procedure for replacing the responsible member of the group of economic operators without changing the composition of the group of economic operators. The joint operating agreement may not be amended without the prior written consent of the LOU.

20. In the case of a group of economic operators acting on the basis of a joint activity agreement, the qualification requirements set out in Clause 18.1 and Clause 18.4 of the Tender Conditions shall be fulfilled

by the member of the group of economic operators who, after the Tender has been awarded the Contract, will be the one who will be actually carrying out the activity of provision of parking services on the sites, and the qualification requirements set out in the other Clauses of the Conditions shall be fulfilled by at least one member of the group of economic operators or by all the members of the group together.

In the case of a group of economic operators participating in the Tender, the requirement set out in Clause 18.4.1 of the Tender Conditions must be met by each member of the group of economic operators.

21. In the event that the Tender which is not established in the Republic of Lithuania takes part in the Tender, such Tenderer, in the event that it wins the Tender, shall have the right to establish a legal entity in the Republic of Lithuania for the purpose of execution of the lease contract within 30 (thirty) calendar days from the date of receipt of the information on the results of the Tender, which will carry out the activity on the leased parking sites in the manner provided for in the Tender Conditions, and to which the lease contracts will be concluded. In the event that, due to the fault of third parties or any other circumstances, the Tenderer is unable to establish a legal entity in the Republic of Lithuania within 30 (thirty) calendar days from the date of receipt of the information on the results of the Tender, then the obligation to conclude the lease contracts shall be imposed on the successful Tenderer. If the successful Tenderer (or a legal entity established by it as aforesaid) fails to sign the lease agreements for the parking sites within the time limit specified above, the successful Tenderer's application shall be rejected, and the initial deposit paid to the successful Tenderer shall not be refunded. In such a case, the successful Tenderer shall have no claim and shall not claim damages.

IV. PREPARING, SUBMITTING AND AMENDING APPLICATIONS

22. Phases of the Tender:

22.1. Registration of Tenderers;

22.2. Opening of the envelopes submitted by the Tenderers;

22.3. Determining whether the Tenderers' applications contain all the required documents (without assessing the content of the documents);

22.4. Evaluation of Tenderers' qualifications;

22.5. Evaluation of Tenderers' financial proposals.

23. The Tenderer must prepare its application in accordance with the application form set out in these Tender Conditions. A Tenderer's application shall consist of the following documents:

23.1. a completed application form (Annexes No. 1 and No. 2; the drafts are available on the LTOU website (www.ltou.lt)), with the following attachments: copies of the registration certificate of the Tenderer or the extract from the State Enterprise Centre of Registers, and the documents confirming the Tenderer's compliance with the eligibility requirements referred to in Clause 18 of the Tender Conditions;

23.2. a power of attorney certified in accordance with the procedure laid down, if the Tenderer is represented in the Tender by its authorised person;

23.3. documentation confirming that the activities of the Tenderer correspond to the type of activities specified in the Tender Conditions for the lease of public property, i.e., a copy of the company's articles of association, or an equivalent document, signed by the head of the Tenderer or by an authorised person of the head of the company, together with a power of attorney, indicating the type of activities the Tenderer carries out or may carry out.

24. The Tenderer's application must be written in Lithuanian. Correspondence between the Tenderer and the representatives of the LTOU shall be conducted in Lithuanian and/or English. If the documents (e.g. certificates, attestations, contracts, etc.) supporting the information specified in the application and submitted by the Tenderer together with the application are submitted in a language other than Lithuanian, they must be accompanied by an accurate translation of the document into Lithuanian certified by a translator authorised to carry out the activity, unless, due to the extreme volume of the documents in question, a request for the submission of such documents into English has been received from the Tenderer, and the LTOU does not object to it. Applications that do not comply with the language requirements set out in this Clause will not be considered.

25. The pages of the application (including all annexes) must be numbered, stapled in such a way as to prevent the insertion of new pages, the tearing out of pages, or the alteration of pages without damaging the stitching, and endorsed with the signature of the Tenderer or his/her authorised representative on the reverse of the last page, the name and title (if any) of the Tenderer or his/her authorised representative, and the number of pages making up the application.

26. The application shall be placed in an envelope, which shall be submitted to the LTOU sealed. The envelope shall bear the following information: the name of the property for which the Tender for the lease of the property has been launched, the location (address) of the property, the reference "Property for lease Tender" and the name and address of the Tenderer. If the application is sent by post, the sealed envelope containing the application and the document issued by the financial institution confirming payment of the initial deposit shall be placed in an additional envelope and sent to Rodūnios kelias 10A, 02189 Vilnius.
27. The envelope containing the application shall not be registered if the Tenderer has not paid the initial deposit and has not produced the documents issued by the financial institution proving that the deposit has been paid; if it has submitted an envelope which is not sealed or after the expiry of the time limit for the registration of the documents set out in the notice; if it is not possible to identify the State asset to be leased from the writing on the sealed envelope received, provided that the defects referred to above have not been rectified by the time of the registration of documents.
28. Envelopes must be submitted no earlier than **28 April 2023 at 10 a.m. and no later than 5 May 2023 at 10 a.m.** to: Rodūnios kelias 10A, 02189 Vilnius, for document management specialists (contacts: tel. 8-5 2739369, e-mail info@ltou.lt).
29. Envelopes submitted later than determined time limit shall not be registered and shall be returned to the Tenderers who submitted them.
30. Before the deadline for submission of applications, the LTOU has the right to clarify or revise the Tender Conditions on its own initiative.
31. The Tender Conditions may be clarified and revised on the initiative of the Tenderers by contacting the LTOU by e-mail a.mazuknaite@ltou.lt. Tenderers should be proactive and ask questions immediately after examining the Tender Conditions, bearing in mind that no changes to the content of the applications will be possible after the deadline for submission of applications.
32. The Tenderer shall have the right to apply to the LTOU for a clarification of the Tender Conditions in the manner specified in Clause 31 of the Tender Conditions at least 5 (five) working days before the deadline for submission of applications, i.e., by 10 a.m. on 28 April 2023. The LTOU shall respond to each enquiry from a Tenderer in writing (to the e-mail address specified by the Tenderer submitting the enquiry) no later than 5 (five) working days from the date of receipt of the enquiry and shall make the contents of the enquiry and the reply (its substance) available on the LTOU's website at <http://www.ltou.lt/> for access by all Tenderers. Inquiries from Tenderers received 5 (five) working days before or after the deadline for submission of applications shall not be considered.
33. A registered Tenderer shall have the right to withdraw its application and submit a new application and the other documents referred to in Clause 18 before the end of the registration period. In this case, the Tenderers' registration certificate shall indicate that the previous application has been withdrawn and, if a new envelope has been submitted, the date and time of submission of the new envelope. A new registration number will be assigned to the Tenderer who submits an envelope containing the new documents. It is forbidden to submit a new application without cancelling the previous one. A Tenderer who has withdrawn his/her application shall have his/her documents returned to him/her at the end of the Tender or, if no other person registers to participate in the Tender, at the end of the deadline for registration of documents.
34. The Tenderer must pay to the LTOU account an initial deposit equal to the published 3 (three) months' initial rent including VAT, i.e., **EUR 802,230**, prior to registering as a Tenderer. Tenderers who fail to transfer the initial deposit to a credit institution's account within the prescribed time limit and fail to provide a document from a financial institution proving this shall not have their envelopes submitted registered and the envelopes submitted shall be returned unopened to the tenderer not later than the next working day following the receipt of the documents.
35. Details of the credit institution and the account to which the initial contribution is to be paid: SE Lithuanian Airports, legal entity code 120864074, settlement account LT334010042500070513, AS Luminor Bank;
36. Applicants (any member of a group of economic operators if the application is submitted by a group of economic operators) must not be in debt to the LTOU at the date of submission of the application. Applications submitted by debtors to the LTOU will not be considered.

V. OPENING OF ENVELOPES AND EVALUATION OF APPLICATIONS

37. The Commission meeting during which the envelopes containing the applications will be opened will take place on __ May 2023 at __ o'clock at the premises of the LTOU Administration at Rodūnios kelias 10A, 02189 Vilnius (hereinafter referred to as the Commission meeting). The Commission meeting will be held in accordance with the Terms of Reference.
38. Tenderers and/or their authorised representatives wishing to participate in the Commission's meeting must present the Tenderer's registration certificate and identity document(s).
39. The Chairman of the Commission shall allow the Tenderers and/or their representatives to make sure that the envelopes containing the applications are undamaged. Only then will he/she open the envelopes without breaking the sealing tape.
40. The name of each Tenderer submitting an application, the amount of the rent indicated in the application, and whether the application submitted has been stapled, numbered and signed on the reverse of the last page by the Tenderer or its authorised representative, and the number of pages comprising the application shall be announced to the Tenderers or their authorised representatives present.
41. The announced Tenderers and their proposed rents are entered in the Protocol.
42. The results of the meeting at which the applications are opened shall be recorded in a Protocol signed by the Chairman of the Commission and the members of the Commission no later than the working day following the Commission meeting. The Protocol shall be accompanied by a hard copy of the announcement of the Tender Conditions on the Facebook account "Vilnius Airport", "Kaunas Airport", "Palanga Airport" and/or on the website of the LTOU <http://www.ltou.lt>. Each Tenderer or its representative shall have the right to have access to the Protocol from the date of signing the Protocol.
43. The Commission shall carry out the subsequent examination and evaluation procedures in the absence of the Tenderers or their authorised representatives.
44. The documents proving the tenderers' qualifications and other required data in the application are checked. The Commission shall verify that the Tenderers' qualification data comply with the qualification requirements set out in the Tender Conditions.
45. If it is found that the documents submitted by the Tenderer in support of its qualifications are incomplete or inaccurate, or if the Commission has doubts as to the accuracy of the information provided in the Tenderer's declaration, the Commission shall ask the Tenderer to clarify the documents (if the Tenderer does not provide any documents in support of its qualifications, the Tenderer shall not have the right to clarify the qualifications). If, for any reason, the Tenderer fails to amend the above documents within the time limit set by the Commission, the Tenderer's application shall be rejected. The Commission shall carry out all the actions referred to in this point no later than seven (7) working days after the date of the meeting at which the envelopes were opened. Communication between the Commission and the Tenderer shall be carried out at the e-mail address indicated in the Tenderer's application.
46. The Tenderer with the highest rent, all the required documents and all the qualification requirements shall be awarded the Tender. In the event of multiple Tenderers offering the same amount, the Tenderer previously registered in the Tenderers' Registration Certificate, which has submitted all the required documents and meets all the qualification requirements, shall be declared the winner. If the Coordination Commission for the Protection of Objects of Importance for National Security concludes that the successful Tenderer is not in the interest of national security, the Tenderer offering the second highest rent shall be declared the successful Tenderer and shall be subject to the same procedure as set out in this Clause.
47. The Commission shall reject the Tenderer's application if:
- 47.1. Tenderer submits more than 1 (one) Tender;
 - 47.2. The Tenderer's application does not comply with the requirements set out in the Tender Conditions;
 - 47.3. The Tenderer does not meet the qualification requirements set out in Clause 17 of the Tender Conditions and/or fails to update the data on compliance with the qualification requirements within the time limit set by the Commission;
 - 47.4. Tenderer provides false information about its eligibility to meet the qualification requirements;
 - 47.5. The purpose of the lease as stated in the Tenderer's application does not comply with the requirements set out in Clause 7 of the Tender Conditions;
 - 47.6. The Tenderer (any member of a group of economic operators, if the tender is submitted by a group of economic operators) has, or has had, as referred to in Clause 36, debts to the LTOU;
 - 47.7. The proposed rent is lower than the minimum rent specified in the Notice of Tender and these Tender Conditions;

47.8. The Tenderer is found not to be in the interest of national security in accordance with the Law on the Protection of Objects of Importance for National Security of the Republic of Lithuania. In such a case, the initial contribution shall be returned to the Tenderer.

48. The results of the Tender for the lease of the property shall be recorded in a protocol signed by the Chairman of the Commission and the members of the Commission no later than the next working day. The Protocol shall be accompanied by all communications, if any, between the Commission and the Tenderers as referred to in Clause 45 of the Tender Conditions. Each Tenderer or its representative shall have the right to inspect the minutes from the date of signature.

49. If only one Tenderer who meets the qualification requirements set out in the Tender Conditions, who has offered a rent not less than the initial rent and who meets all the qualification requirements, has registered to participate in the Tender for the lease of the Property in accordance with the procedure set out in the Tender Conditions, he/she shall be deemed to be the winner of the Tender. In the event that there is only one Tenderer, the Commission shall have the right to examine the application of that tenderer and to announce the results of the Tender immediately at the meeting referred to in Clause 37 of the Tender Conditions, without holding a separate meeting for the evaluation of qualifications.

50. If no Tenderer registers to participate in the Tender, or if no Tenderer meets the qualification requirements, or if all the Tenderers have offered a rent lower than the initial rent and/or if all the Tenderers' applications have been rejected, the Tender shall be declared void.

VI. OTHER TENDER CONDITIONS

51. The successful Tenderer shall obtain, at its own cost and risk, all documents, including but not limited to licenses, permits, consents and approvals, necessary for the use of the parking sites.

52. The Lessee is not allowed to buy out or sublet the leased property, or to transfer all or part of the rights arising from the lease.

53. LTOU has the right to terminate the Tender procedures at any time before the conclusion of the lease contracts if circumstances arise which could not have been foreseen and/or if it becomes apparent after the Tender has been announced that the lease of the State-owned assets is not feasible, and in other cases if the decision not to implement the project solutions is taken by the governing body of LTOU. LTOU shall not indemnify the Tenderers against any loss incurred by them in connection with the preparation, submission, etc. of their applications. Neither shall the LTOU indemnify the Tenderers against any loss or damage whatsoever in the event that the results of the Tender are contested, annulled or declared invalid by any legal means at the initiative of the Tenderers or of any other third party. Lease contracts will not be signed with the successful Tenderer if, prior to the signing of the lease contracts, the responsible authorities determine that the Tenderer does not meet the national security interests in accordance with the Law on the Protection of Objects of Importance to National Security of the Republic of Lithuania. In such a case, the initial deposit shall be returned to the Tenderer.

54. Tenderers shall have the right to appeal against these Tender Conditions or the results of the Tender in accordance with the procedure established by law.

55. Annexes:

55.1. Annex No. 1 “Application Form Part A”;

55.2. Annex No. 2 “Application form Part B”;

55.3. Annex No. 3 “Customer Service Standard” (available as a separate document at <http://www.ltou.lt>);

55.4. Annex No. 4 “Draft lease agreements for tangible state property” (available as separate documents on <http://www.ltou.lt>);

55.5. Annex No. 5 “Forecast of passenger flows at LTOU for the period 2023-2032”;

55.6. Annex No. 6 “Code of Ethics of Lithuanian Airports’ Operating Partners” (available as a separate document at <http://www.ltou.lt>);

55.7. Annex No. 7 “Conformity with national security interests”;

55.8. Annex No. 8, “List of criminal offences and administrative offences”.

State Enterprise Lithuanian Airports

APPLICATION

“REGARDING THE LEASE OF THE PARKING SITES AT RODŪNIOS KELIAS 1, RODŪNIOS KELIAS 2 AND RODŪNIOS KELIAS 5/2, VILNIUS, WITH AN AREA OF 26 383,41 M², THE PARKING SITE AT ORO UOSTO STR. 4, KARMĖLAVA, KAUNAS DISTRICT, WITH AN AREA OF 36 464,61 M², AND THE PARKING SITE AT LIEPOJOS PL. 1, PALANGA, WITH AN AREA OF 19 560,27 M², WITH A TOTAL AREA OF 82 408,29 M²”

PART A

(date)

(place of conclusion)

Name of the Tenderer	
Legal entity code	
Address (registered office)	
Telephone number	
Contact person; phone number; e-mail address	
Name and address of the credit institution, account number and code	
Details of the account of the Tenderer to which the Commission must transfer the refund of the initial deposit (the initial deposit shall be refunded to unsuccessful Tenderers within 5 working days)	

We hereby confirm that we have read the terms and conditions of the public lease tender of SE Lithuanian Airports and their annexes, as well as the announcement about the Tender for the lease of the property, which was published on the Facebook account “Vilnius Airport”, “Kaunas Airport”, “Palanga Airport” and on the website of SE Lithuanian Airports www.ltou.lt on __/__/2022, and that we have read and understood the aforementioned terms and conditions, and the annexes thereto and agree to all the terms, conditions, and the annexes. We also confirm that we have read and agree to all the proposed terms and conditions of the lease contracts for the State Tangible Assets and, in the event of the award of the Tender, we undertake to sign the lease contracts for the State Tangible Assets without any amendments or modifications to them.

We certify that we meet the qualification requirements set out in the Tender Conditions and submit the following documents in support of our eligibility:

Seq. No.	Name of the document	Number of pages

We will use the leased tangible assets only for the **activities** [] specified in the Tender.

In addition: a copy of the registration certificate of the legal entity (or an extract from the State Enterprise Centre of Registers), certified by a seal (if the legal entity is required to have a seal) and the signature of an authorised representative, or copies of other documents confirming the fact of establishment. In the case of persons involved who have entered into a written agreement, a copy of such agreement shall be provided.

(Name, surname, signature, and seal of the person responsible for submitting the application)

SE Lithuanian Airports

APPLICATION

“REGARDING THE LEASE OF THE PARKING SITES AT RODŪNIOS KELIAS 1, RODŪNIOS KELIAS 2 AND RODŪNIOS KELIAS 5/2, VILNIUS, WITH AN AREA OF 26 383,41 M², THE PARKING SITE AT ORO UOSTO STR. 4, KARMĖLAVA, KAUNAS DISTRICT, WITH AN AREA OF 36 464,61 M², AND THE PARKING SITE AT LIEPOJOS PL. 1, PALANGA, WITH AN AREA OF 19 560,27 M², WITH A TOTAL AREA OF 82 408,29 M²”

PART B

(date)

(date of conclusion)

Name of the Tenderer	
Legal entity code	
Address (registered office)	
Details of the account of the Tenderer to which the Commission must transfer the refund of the initial deposit. The deposit shall be returned to unsuccessful tenderers within 5 working days	

We offer the following rent:

Name	Total amount EUR without VAT
The proposed rent for the area of all VNO parking sites (except VNO PC1, VNO PC2, VNO PC3 and VNO P7.2) for 1 (one) month, i.e.: for VNO P4, VNO P4 Outdoor, VNO P6, VNO P8.1, VNO P8.2, VNO P7.1, VNO P15	
The proposed rent for the area of all KUN parking sites (except KUN P4) for 1 (one) month, i.e.: for KUN P1, KUN P2.1, KUN P2.2, KUN P2.3, KUN P3.1, KUN P3.2	
The proposed rent for all PLQ parking sites for 1 (one) month i.e.: for PLQ P1, PLQ P2.1, PLQ P2.2, PLQ P3.1, PLQ P3.2, PLQ P4	
Proposed rental rate for the ENTIRE area of the LTOU parking sites for 1 (one) month	

Name, surname, signature, and seal of the person responsible for submitting the application

LTOU PASSENGER TRAFFIC FORECAST FOR 2023-2032

2023

Number of passengers	January	February	March	April	May	June	July	August	September	October	November	December	Total
VNO	241 469	239 368	272 855	337 721	431 295	436 090	458 758	438 683	409 427	429 545	336 184	326 639	4 358 034
KUN	90 254	84 299	98 061	107 409	110 356	114 136	123 825	115 286	106 325	111 382	103 691	111 680	1 276 704
PLQ	19 166	17 874	21 476	26 800	28 470	31 139	30 278	29 591	26 002	25 202	20 804	25 510	302 312
LTOU	350 889	341 541	392 391	471 930	570 121	581 366	612 861	583 561	541 754	566 130	460 679	463 829	5 937 050

Forecast for 2024-2032:

Number of passengers	2024	2025	2026	2027	2028	2029	2030	2031	2032
VNO	5 004 535	5 504 988	5 945 387	6 242 657	6 523 576	6 784 519	7 021 978	7 232 637	7 427 918
KUN	1 436 338	1 579 972	1 706 370	1 791 689	1 872 315	1 947 207	2 015 359	2 075 820	2 131 867
PLQ	338 391	372 230	402 008	422 108	441 103	458 747	474 804	489 048	502 252
LTOU	6 779 264	7 457 190	8 053 766	8 456 454	8 836 994	9 190 474	9 512 141	9 797 505	10 062 037

DECLARATION
REGARDING THE COMPLIANCE OF THE TENDER WITH THE NATIONAL SECURITY
INTERESTS OF THE REPUBLIC OF LITHUANIA

(date)

(place of conclusion)

We hereby certify that by participating in the Tender, we are in the interest of national security and do not pose a risk to national security, in accordance with Article 11 of the Law on the Protection of Objects of Importance to National Security of the Republic of Lithuania, meaning that we do not meet any of the evaluation criteria listed below:

- At the time of the Tender, has, or has had in the past, contacts with foreign authorities or natural or legal persons in those countries that increase the risk or threaten national security.
- At the time of the Tender, has, or has had in the past, connections with organised groups, foreign special services or groups linked to international terrorist organisations or with persons suspected of being members of such organisations, which increase the risk or pose a threat to national security.
- The Tenderer has been convicted by a final court verdict of a very serious, serious or sophisticated crime under the Criminal Code of the Republic of Lithuania, or of a crime under the criminal laws of foreign countries, which corresponds to the elements of a very serious, serious or sophisticated crime referred to in the special part of the Criminal Code, and the Tenderer's criminal record for the commission of such crime has not expired or has been revoked, or the Tenderer is being prosecuted in connection with the commission of such crime.
- The Tenderer has been convicted by a final court verdict of a crime(s) against the independence of the State of Lithuania, the integrity of the territory and the constitutional order of Lithuania, and/or has violated the provisions of the present Law and of other legal acts regulating the operation of facilities important for the national security in the previous 24 months.
- The Tenderer cannot be an investor of a specific third country or engage in specific activities that are recognised by law as threatening the national security of the Republic of Lithuania.
- There are other reasonable grounds for believing that the Tenderer is at risk or not in the interest of national security.

Name, surname, signature, and seal of the
person responsible for submitting the application

Annex No. 8

List of Criminal Offences and Administrative Offences

The **Criminal Offences** referred to in Clause 18.4 of the Tender Conditions include the following criminal offences (as defined in the Criminal Code of the Republic of Lithuania):

- Fraudulent accounting; money laundering; misrepresentation of income, profits, or assets; non-payment of taxes; failure to submit a declaration, report, or other document; or other crimes and criminal offences against the financial system.
- Credit fraud; making a false statement about the activities of a legal person; illegally engaging in an economic, commercial, financial or professional activity; using a loan, credit or special purpose allowance for a purpose other than that for which it was intended or in accordance with the procedure laid down; using a trademark or service mark of another's goods or services; making a false statement about the activities of a legal person; or any other offence or misdemeanor against the law or against the economy or the orderly conduct of business.
- Fraud; embezzlement; misappropriation of property; or other crimes and misdemeanors against property, property rights and property interests.
- Trafficking in influence; bribery or other crimes and misdemeanors in the civil service and public interest.
- Participation in, organisation or direction of a criminal organisation or other offences against public security.
- Forgery of a document or possession of a forged document, or other offences and misdemeanors relating to the falsification of documents or measuring instruments.

The **Administrative Offences** referred to in Clause 18.4 of the Tender Conditions include the following dangerous acts (as defined in the Code of Administrative Offences of the Republic of Lithuania):

- illegal work;
- illegally engaging in commercial, economic, financial, or professional activities;
- selling goods or services without cash registers.