

**Regulations
of the Auction of Lease Rights and Personal Servitude in regards of the Real Estate located in
the Freeport of Riga Territory in Spilve**

1. General Provisions

1. The Regulations (hereinafter referred to as the Regulations) for the auction of the right to rent real estate and personal servitude in the ownership/possession of the Freeport of Riga Authority (hereinafter also referred to as the Authority) shall determine the procedure under which the Authority shall organize the oral lease right auction with an ascending step with the selection of the tenderers (hereinafter referred to as the Auction) in regards of the:

1.1. land

- 1) land unit with cadastral designation 0100 097 0199 (cadastral No.0100 097 0132);
- 2) land unit with cadastral designation 0100 097 2097 (cadastral No.0100 097 2097);
- 3) land unit with cadastral designation 0100 097 2127 (cadastral No.0100 097 2127);
- 4) land unit with cadastral designation 0100 097 2115 (cadastral No.0100 097 2115);
- 5) land unit with cadastral designation 0100 097 2116 (cadastral No.0100 097 2116);
- 6) land unit with cadastral designation 0100 097 0163 (cadastral No.0100 097 0163);
- 7) land unit with cadastral designation 0100 097 2011 (cadastral No.0100 097 2011);
- 8) land unit with cadastral designation 0100 097 2118 (cadastral No.0100 097 2118);
- 9) land unit with cadastral designation 0100 097 2036 (cadastral No.0100 097 2036);
- 10) land unit with cadastral designation 0100 097 2122 (cadastral No.0100 097 2122);
- 11) land unit with cadastral designation 0100 097 2148 (cadastral No.0100 097 2148);
- 12) land unit with cadastral designation 0100 097 0186 (cadastral No.0100 097 2103),

1.2. a personal servitude established in favour of the Authority (*Section 4, Paragraph four of the Law on the Freeport of Riga*) on the following land:

- 1) land unit with cadastral designation 0100 097 0157 (cadastral No.0100 097 2015);
- 2) land unit with cadastral designation 0100 097 2193 (cadastral No.0100 097 2193);
- 3) land unit with cadastral designation 0100 097 0177 (cadastral No.0100 097 2121);
- 4) land unit with cadastral designation 0100 077 0001 (cadastral No.0100 077 0001),

(hereinafter referred to as the Item).

2. The total approximate area of the Item is 176.9 ha, which may be specified after the measurement of individual land units forming part of the Item. In accordance with the effective spatial planning of the city of Riga, the Item is mainly located in the area of the port's manufacturing and commercial territory (O_R), in the area of the port's aerodrome (O_L), as well as partially in the area of streets (I) and in the area of the port's greenery and natural territory (O_A).

The Item is located in the flooded area. Most of the Item is located in an area where the groundwater level is from 0.00 – 1.00 m from the ground surface. The use of the Item, in accordance with the purpose specified in Clause 5 of the Regulations, is permissible in the territory of the port manufacturing and commercial activities (O_R), observing the requirements of the Protection Zone Law in relation to the flooded territories.

Changes in the functional zoning and building regulations specified in the spatial plan can be made in accordance with the requirements laid down in Section 24, Paragraph two of the Spatial Development Planning Law – local planning may amend the spatial plan of the local municipality, insofar as the local planning does not contradict the local municipality's sustainable development strategy. The local planning process shall be regulated by the Cabinet of Ministers Regulation of 14 October 2014 No.628 “Regulations on Municipal Spatial Development Planning Documents”.

3. Information about the Item:

No.	Land unit with cadastral designation	Area and Affiliation/Jurisdiction
1.	land unit with cadastral designation 0100 097 0199 (cadastral No.(0100 097 0132))	<p>Area: approximate area 53,255 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction: entered in the Land Register in the name of the Municipality of Riga</p>
2.	land unit with cadastral designation 0100 097 2097 (cadastral No.(0100 097 2097))	<p>Area: 59,484 m²</p> <p>Affiliation/Jurisdiction: entered in the Land Register in the name of the Municipality of Riga.</p>
3.	land unit with cadastral designation 0100 097 2127 (cadastral No.0100 097 2127);	<p>Area: approximate area 11 470 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction: the land is under the jurisdiction of the State and is entered in the Land Register in the name of the State in the person of the Ministry of Transport</p>
4.	land unit with cadastral designation 0100 097 2115 (cadastral No.(0100 097 2115))	<p>Area: Approximate area 84,240 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction: the land is under the jurisdiction of the State and is entered in the Land Register in the name of the State in the person of the Ministry of Transport</p>

No.	Land unit with cadastral designation	Area and Affiliation/Jurisdiction
5.	land unit with cadastral designation 0100 097 2116 (cadastral No.(0100 097 2116))	<p>Area: Approximate area 241,947 m² (cadastral extent may be specified)</p> <p>Affiliation/Jurisdiction: the land is under the jurisdiction of the State and is entered in the Land Register in the name of the State in the person of the Ministry of Transport</p>
6.	land unit with cadastral designation 0100 097 0163 (cadastral No.(0100 097 0163))	<p>Area: 46,702 m²</p> <p>Affiliation/Jurisdiction: entered in the Land Register in the name of the Authority (10/12 d/d).</p>
7.	land unit with cadastral designation 0100 097 2011 (cadastral No.0100 097 (2011))	<p>Area: 52,817 m²</p> <p>Affiliation/Jurisdiction: entered in the land register in the name of the Authority.</p>
8.	land unit with cadastral designation 0100 097 2118 (cadastral No.0100 097 2118);	<p>Area: Approximate area 86,955 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction: the land is under the jurisdiction of the Municipality of Riga and shall be entered in the Land Register in the name of the Municipality</p>
9.	land unit with cadastral designation 0100 097 2036 (cadastral No.(0100 097 2036))	<p>Area: Approximate area 206,498 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction: Reserve land fund</p>
10.	land unit with cadastral designation 0100 097 2122 (cadastral No.(0100 097 2122))	<p>Area: Approximate area 31,532 m² (the area may be specified after cadastral measurement)</p>

No.	Land unit with cadastral designation	Area and Affiliation/Jurisdiction
		<p>Affiliation/Jurisdiction:</p> <p>the land is under the jurisdiction of the State and is entered in the Land Register in the name of the State in the person of the Ministry of Transport</p>
11.	land unit with cadastral designation 0100 097 2148 (cadastral No.(0100 097 2148))	<p>Area: Approximate area 149,766 m² (the area may be specified after cadastral measurement)</p> <p>Affiliation/Jurisdiction:</p> <p>the land is under the jurisdiction of the State and is entered in the Land Register in the name of the State in the person of the Ministry of Transport</p>
12.	land unit with cadastral designation 0100 097 0186 (cadastral No.(0100 097 2103))	<p>Area: 623 473 m²</p> <p>Affiliation/Jurisdiction:</p> <p>entered in the Land Register in the name of the Municipality of Riga.</p>
13.	land unit with cadastral designation 0100 097 0157 (cadastral No.0100 097 (2015))	<p>Area: 32,519 m²</p> <p>Affiliation/Jurisdiction:</p> <p>entered in the Land Register in the name of a natural person. On the basis of Section 4, Paragraph four of the <u>Freeport of Riga Law</u>, a personal servitude has been established for the benefit of the Authority, which is entitled to be leased.</p>
14.	land unit with cadastral designation 0100 097 2193 (cadastral No.(0100 097 2193))	<p>Area: 9,860 m²</p> <p>Affiliation/jurisdiction:</p> <p>entered in the Land Register in the name of a natural person. On the basis of Section 4, Paragraph four of the Freeport of Riga Law, a personal servitude has been established for the benefit of the Authority, which is entitled to be leased.</p>
15.	land unit with cadastral designation 0100 097 0177 (cadastral No.(0100 097 2121))	<p>Area: 44,146 m²</p>

No.	Land unit with cadastral designation	Area and Affiliation/Jurisdiction
		Affiliation/Jurisdiction: entered in the Land Register in the name of a natural person. On the basis of Section 4, Paragraph four of the Freeport of Riga Law, a personal servitude has been established for the benefit of the Authority, which is entitled to be leased.
16.	land unit with cadastral designation 0100 077 0001 (cadastral No.0100 077 0001),	Area: 32,766 m ² Affiliation/Jurisdiction: entered in the Land Register in the name of a natural person. On the basis of Section 4, Paragraph four of the Freeport of Riga Law, for the benefit of the Authority, a personal servitude has been established, which is entitled to lease.

4. The Authority shall ensure that with regard to the land units specified in Clause 3 of the Regulations, which are not entered in the Land Register, all necessary actions and their entry in the Land Register shall be conducted. The rest shall be provided by the lessee of the Item and, upon concluding the land lease agreement, shall assume all risks related to the fact that the Item shall be fully used for the purpose specified in Clause 5 of the Regulations, and in this regard, at its own expense, shall perform all necessary actions for the Item to be used for the purpose specified in Clause 5.3 of the Regulations in accordance with the requirements of laws and regulations.

5. The following conditions shall apply to the Auction of the Item lease right:
- 5.1. The Item lease right shall be granted in accordance with the decision of the Freeport of Riga Board of 10 December 2020 No.118 “Methodology of the Real Estate Lease and Granting the Right of Superficies” (hereinafter – the Methodology), available on the Authority's website: https://rop.lv/sites/default/files/2022-01/Nekustama_ipasuma_nomas_metodika_ar%20grozijumiem%20kas%20apstiprinati%20ar%2001.10.2021_konsolideta.pdf.
 - 5.2. The right to receive information about the Item, as well as to inspect the Item in nature, shall be possible in compliance with the procedure specified in the notice published in the official publication “Latvijas Vēstnesis.”
 - 5.3. The Item lease right shall be subject to the following conditions for future use: installation of solar panels and production of renewable solar electricity.
 - 5.4. The Item lease right term shall be 45 years.
 - 5.5. The annual Item rent (rental fee) shall consist of :
 - 5.5.1. The Item rent part in EUR, which is calculated in euro value (excluding value added tax).

- 5.5.2. The produced electricity part, expressed as a percentage of the amount of renewable electricity produced at the Item in each electricity trading interval and transferred to the Authority.
 - 5.6. The amount of the Item rent specified in Clause 16.1 of the Methodology shall be applicable only to the Item rent part in EUR, specified in Clause 5.5.1 of the Regulations.
 - 5.7. The Item lease right terms and conditions:
 - 5.7.1. A solar panel park with a total installed production capacity of at least 100 (one hundred) MW shall be established on the Item.
 - 5.7.2. Electricity delivered in accordance with Clause 5.5.2 of the Regulations shall be provided with the Green Electricity Certificate of Origin,
 - 5.7.3. The documents necessary for the establishment and maintenance of the electricity generation, distribution and supply infrastructure must be drawn up, coordinated and approved in compliance with the procedure prescribed by laws and regulations.
 - 5.7.4. Establishment of the necessary infrastructure for the production and transmission of electricity:
 - 5.7.4.1. Design and construction of the 110kV connection and substation with connection to the LN 219 high-voltage cable line in the territories of the Freeport of Riga on Krievu Island and in Spilve in accordance with the attached AS Augstsprieguma tīkls' terms and conditions and non-binding technical regulations (Annex No. 4). Coordinating the establishment of the connection with the Authority and other institutions in accordance with the procedure laid down in laws and regulations. The design and construction of the connection shall be carried out in the zones and cadastral units, specified in Annex No. 1 and in Annex No. 2 to the Regulations.
 - 5.7.4.2. The design and construction of the 110kV substation (including access infrastructure, fencing, and other infrastructure) shall be carried out in such a way that the layout and the prepared area ensure an opportunity to deploy the equipment to provide for the needs of the Authority up to four 10kV connections at 110kV busbars in accordance with connection scheme provided in Annex No.5. The solutions and works carried out shall be coordinated with the Authority and included in the design of the substation.
 - 5.7.5. The part of the substation and access roads related to the solar panel park average voltage connection should be leased by the Authority.
 - 5.7.6. Improvement and maintenance of the solar panel park, access roads and adjacent area shall be carried out.
 - 5.7.7. If necessary, local planning shall be carried out for the land properties included in the Item upon coordination and in cooperation with the Authority, taking into account its planned Spilve territory development vision, intentions and territory functional zoning requirements.
 - 5.7.8. The Authority shall be provided with a monthly commercial meter data report on the amount of electricity produced in the previous month and transferred to the Authority in accordance with Clause 5.5.2 of the Regulations.
 - 5.8. Electricity production shall be started no later than within 5 (five) calendar years after the conclusion of the Item lease agreements.
6. A person wishing to participate in the Auction (hereinafter referred to as the Applicant) shall meet the following criteria for the selection of participants:
- 6.1. A company whose founder (s) and member (s) are of good repute and financial standing¹.

¹ The first part of Section 18 of the Law on Ports.

- 6.2. A commercial company that, in the previous 5 (five) years (2017, 2018, 2019, 2020, 2021 and 2022), by the date of the application submission, has sold and/or transferred to the customer at least 5 (five) solar panel parks for the production of electricity (the works have been completed and the solar panel park ensures the production of electricity) with an installed production capacity of at least 20 (twenty) MW, with a total installed production capacity of at least 100 (one hundred) MW.
7. For the evaluation of the Auction Applicant's compliance with the criteria for the selection of applicants, the Auction Applicant applying for participation in the Auction shall submit:
 - 7.1. The application (Annex No.8);
 - 7.2. Certification of the financial soundness and good repute of the founding members and members of the company. Certification form is provided in the Annex No.6 to the Regulations. Certification of the stable financial situation and good reputation of the founders and members of the commercial company is not required to be submitted by the Auction Applicant – the commercial company, which already carries out commercial activities in the Freeport of Riga in accordance with the Law on Ports and the Freeport of Riga Law.
 - 7.3. Information about the projects of solar panel parks implemented by the Auction Applicant, which include documents proving the fulfilment of the requirement of Clause 6.2 of the Regulations (customer reviews (or copies thereof) or other documents confirming experience (copies of the certificate of acceptance into operation, copies of transaction certifying documents or other documents proving experience issued in accordance with the laws and regulations of the Applicant's home country, if the works were performed in a foreign country)).
 - 7.4. Business Plans (work programme), in accordance with the structure set out in the document “Conclusion of the Land Lease Agreement and Acquisition of the Right of Superficies in the Freeport of Riga” (Annex No.2), which provides the amount of the investment to be invested and the investment schedule (Annex No. 4 to the document “Conclusion of the Land Lease Agreement and Acquisition of the Right of Superficies in the Freeport of Riga”) with regard to the lease right Item, which is available on the website of the Authority: https://rop.lv/sites/default/files/2020-10/Zemes%20noma_0.pdf.
 - 7.5. The plan for the implementation of the solar panel park development activities and time schedule with details up to 1 (one) calendar quarter, which complies with the requirements of Clause 5.8 of the Regulations.
8. The Item Auction opening conditions:
 - 8.1. The opening price of the Auction Item land rent part shall be EUR 233 251.05 (two hundred thirty-three thousand two hundred fifty-one euro, 05 cents). In addition, value added tax shall be paid in accordance with the procedure and amount specified in laws and regulations. With regard to the personal servitude lease agreement, the rent shall be supplemented by the fee, which is calculated in the amount of 5% per year of the cadastral value of the land on which the personal servitude was established (*Information: in 2022, 5% of the cadastral value of the land on which the personal servitude was established and which is to be leased is EUR 17 497.47*). See Annex No.7).
 - 8.2. The initial amount of electricity generated at the Item and transferred to the Authority in each electricity trading interval shall be 5% (five percent).
9. The Auction step shall be as follows:
 - 9.1. The Item land rent - EUR 10,000.00 (ten thousand euros, 00 cents) (**hereinafter - EUR step**), or

9.2. Produced electricity - 0.1% (zero-point one percentage point) (**hereinafter - Electricity step**).

10. Security deposit - in the amount of 10% (ten percent) of the opening price of the Auction Item lease amount in EUR (Clause 8.1).

11. Payment to be made to:

Recipient: Freeport of Riga Authority

VAT reg. No.: LV90000512408

Bank: *AS "Swedbank"*

Current account No. LV16HABA0551024614837

Purpose of payment: A security deposit for the auction of the lease rights related to the real estate in Spilve meadows.

12. A person who has submitted an application to the Authority within the time limit specified in the advertisement, accompanied by the documents specified therein and provided for in the Regulations, has paid the security deposit specified in the Regulations, has been recognised as a participant and has been issued the registration certificate of the Auction participant (hereinafter - the Participant) may participate in the Item Auction. The Applicant shall be admitted as a Participant if it complies with the requirements of Section 18, Paragraph one of the Law on Ports and the Operational Programme (Business Plan) as well as the Investment Plan submitted by him comply with the provisions and the Item lease right terms and conditions set in Clauses 5.3 and 5.7 of the Regulations, as well as with the Freeport of Riga Development Programme (https://rop.lv/sites/default/files/2020-09/ATT%C4%AAST%C4%Aaba%20PROGRAMMA_2019-2028_0.pdf). The compliance of the Applicant and the documents submitted by him with the requirements laid down in the Regulations shall be assessed by the Auction Commission, which, if necessary, shall be entitled to request additional information or clarification from the Applicant.

13. The application form can be downloaded from the website of the Authority on the www.rop.lv. All documents shall be submitted in Latvian. If the documents are in another language, they shall be accompanied by notarized translations into Latvian. In the cases specified in laws and regulations, public documents issued abroad, including copies of documents certified by notaries abroad or copies of documents certified by the issuing authority of a foreign country, shall be legalized.

14. The documents to be submitted shall be executed in accordance with the Law on Legal Force of Documents, the Cabinet of Ministers Regulation No.558 of 4 September 2018 "Procedure for drafting and execution of documents" and the present Regulations, otherwise they shall be deemed not to have been submitted. Submitted documents issued by public authorities or officials shall have been issued not earlier than 30 days before the date of submission of the documents. The documents submitted for registration shall not be returned to the Auction Applicant and Participant.

2. Procedure for organising the Auction

15. The Auction shall be organised by an Auction Commission composed of four members established by the Authority, including the Auctioneer and the minute taker.

16. The Auction shall take place on the date, at the time and at the Auction venue specified in the notice published in the official publication "Latvijas Vēstnesis."

17. The Auction Commission shall register the Participants in the Register of Participants, indicating the following information:
 - 17.1. the auctioned Item lease right;
 - 17.2. a Participant's turn registration number and date;
 - 17.3. a Participant's name and surname or name and registration number;
 - 17.4. a name and surname of the Participant's authorized person;
 - 17.5. a Participant's address;
 - 17.6. time and venue of the Auction.
18. The entries in the Register shall be certified by a member of the Auction Commission with his / her signature, indicating the transcript of the signature.
19. The Auction Commission shall issue the Participant's registration certificate to the registered Participant, in which the following information shall be entered:
 - 19.1. a Participant's registration number;
 - 19.2. full name and registration number of the participant – a legal entity;
 - 19.3. the name, surname of the authorized person;
 - 19.4. the amount of the security deposit paid;
 - 19.5. the auctioned Item lease rights;
 - 19.6. the venue and time of the Auction;
 - 19.7. the place and date of the certificate issue.
20. The registration certificate of the participant shall be signed by the member of the Auction Commission, indicating the transcript of the signature.
21. The numbers of the Participant's registration certificates shall be assigned in the order in which the Applicants have submitted to the Authority the documents, specified in the Regulations.
22. The Authority and the Auction Commission may not disclose the number of Participants and any information about the Participants until the start of the Auction.

3. Auction procedure

23. On the day of the Auction, upon entering the Auction premises, the Participant shall present the Participant's registration certificate to the Auction minute taker.
24. The Auction minute taker shall verify the identity of the Participant or his authorized person on the basis of personal identification documents (passports, identification cards) and issue a Participant's bidding card with a number. The sequence of the Participant's bidding card numbers shall correspond to the sequence of the Participant's registration certificate numbers.
25. Filming and photography during the Auction shall be prohibited.
26. The Auction shall be led by the Auctioneer and the entire course of the Auction shall be recorded by the Auction minute taker.
27. The Auction shall be opened by the Auctioneer, who shall verify that all Participants have arrived.
28. If the Auctioneer finds that any of the registered Participants has not arrived at the Auction, the Auctioneer shall postpone the start of the Auction for 15 (fifteen) minutes by notifying the Participants present, and the Auction minute taker shall make an appropriate entry

in the Auction Minutes. After 15 (fifteen) minutes, the Auctioneer shall start the Auction, regardless of whether all registered Participants have arrived.

29. If a Participant informs the Auction Commission of unforeseen circumstances that require the Auction Commission to postpone the start of the Auction for a longer period of time, the Auctioneer shall decide to postpone the start of the auction for a maximum period of one hour.

30. A Participant who has not arrived at the Auction shall be deemed to have withdrawn from the Auction.

31. Upon commencement of the Auction, the Auctioneer shall announce the composition of the Auction Commission, the auctioned Item lease right, describe it, name the opening price of the Auction Item land rent in EUR and the initial amount of electricity produced in each electricity trading interval, as well as the steps of the Auction (a EUR step and an Electricity step).

32. If after performing the actions referred to in Clauses 23 and 24 of the Regulations it is established that only one of several registered Participants has arrived at the Auction, the Auctioneer shall offer this Participant to conclude an agreement on the Item lease right without bidding. If the Participant confirms his readiness to conclude an agreement on the Item lease right with the opening price of the Item land rent in EUR and the initial amount of electricity generated in each electricity trading interval, he shall become the winner of the Auction. A Participant who shall not confirm his readiness to conclude an agreement on the Item lease right with the opening price of the Item land rent in EUR and the initial amount of electricity generated in each electricity trading interval shall be deemed to have renounced participation in the Auction.

33. At the beginning of the bidding process, the Auctioneer shall ask the Participants to confirm their readiness to conclude an agreement on the Item lease right with the opening price of the Auction Item land lease in EUR and the initial amount of electricity produced in each electricity trading interval. A participant who does not confirm its readiness to conclude an agreement on the Item lease right with the opening price of the Item land lease in EUR and the initial amount of electricity produced in each electricity trading interval shall be deemed to have renounced participation in the Auction.

34. Upon receipt of the Participants' confirmation of his readiness to conclude an agreement on the Item lease right with the opening price of the Item land rent in EUR and the initial amount of electricity generated in each electricity trading interval, the Auctioneer shall ask the Participants if anyone makes a higher bid.

35. If at least two Participants have registered and arrived at the Auction, but none of them makes a bid, then the winner of the Auction shall be the Participant who was the first to submit the documents specified in the Regulations to the Authority and confirmed his readiness to conclude an agreement on the Item lease right with the opening price of the Item land rent in EUR and the initial amount of electricity generated in each electricity trading interval.

36. Bidding shall take place by only one Auction's step, making a bid for one step provided for in Clause 9 of the Regulations (*by EUR step and/or Electricity step*) increasing the Item Auction opening price in EUR and/or the initial amount of electricity produced in each electricity trading interval. The Participant shall raise its bidding card with a number during the bidding process, confirming that he increases the opening price of the Item Auction in EUR and/or the initial amount of electricity produced in each electricity trading interval, indicating

the exact Auction step for which the bid was made (*EUR step or Electricity step*). The Auctioneer shall announce orally the Item land lease right price in EUR and the amount of electricity produced in each electricity trading interval bid by the Participant. Every bid shall be binding for the Participant confirming his intention to enter into an agreement on the Item lease right with the auctioned Item land rent in EUR and the amount of electricity produced in each electricity trading interval.

37. When the auctioned price of the Item land rent in EUR and/or the amount of electricity produced in each electricity trading interval reaches or exceeds the opening price of the Item land rent in EUR and/or the initial amount of electricity generated in each electricity trading interval, the respective Auction step shall be doubled. When the bid price of the Item land rent in EUR and/or the amount of electricity produced in each electricity trading interval reaches or exceeds three times the opening price of the Item land rent in EUR and/or the initial amount of electricity generated in each electricity trading interval, the respective auction step shall be tripled. The Auctioneer shall notify the Participants present of any changes in the amount of the Auction step, and the Auction minute taker shall make an appropriate entry in the Auction Minutes.

38. If several Participants have bid the same amount at the same time and it is not possible to distinguish visually who offered the first, the Participant who made the specific bid with the Electricity Step shall take precedence. If the Auction steps are of the same category, the Auctioneer shall decide by drawing lots to which of these Participants this bid shall be credited. The draw shall be made by preparing a number of lots that shall correspond to the number of simultaneously bidding Participants and one of the lots shall be marked by the Auctioneer with his signature. Participants shall draw lots according to their Participant's bidding card numbers. A participant who draws a lot with a signature shall be considered the first bidder.

39. When none of the Participants offers a higher Item land rent in EUR or the amount of electricity produced in each electricity trading interval, the Auctioneer shall repeat the values of the last auction bid three times, each time confirming it with a hammer. After the third hammer tap, the Item lease right shall be granted to the Participant who has bid the last highest annual Item rent price (hereinafter - the Auction Winner).

40. The Auctioneer shall invite the Auction Winner to confirm immediately with his signature in the Auction minutes the compliance of the Item land rent in EUR and the amount of electricity produced in each electricity trading interval with the bid.

41. If the Auction Winner does not sign the minutes, it shall be deemed that he refuses to conclude an agreement on the Item lease right with the auctioned price of the Item land rent in EUR and the amount of electricity produced in each electricity trading interval, or in the case referred to in Clause 33 of the Regulations – with the opening price of the Auction Item land rent in EUR and the initial amount of Electricity produced in each electricity trading interval.

42. If the circumstances referred to in Clause 41 of the Regulations occur, the Auctioneer shall declare as the Auction Winner the Participant who has received the previous highest score or, in the case referred to in Clause 33, the Participant who has confirmed the readiness to conclude the agreement on the Item lease right with the opening price of the Auction Item land rent in EUR and the initial amount of electricity produced in each electricity trading interval.

43. The Auction Commission and all Participants shall sign the minutes of the Auction. After the minutes have been signed, the Auctioneer shall declare the Auction to be closed.

44. After signing the Auction protocol, the Auction Winner shall receive an extract from the Auction minutes indicating the auctioned Item land lease rent in EUR and the amount of

electricity produced in each electricity trading interval. The extract from the minutes shall be certified by the Auctioneer.

45. If circumstances arise which make the continuation of the Auction impossible, the Auctioneer may decide to suspend the Auction. The circumstances that led to the suspension of the Auction shall be recorded in the Auction minutes. In such a case, the Auction shall be resumed no later than after 15 (fifteen) working days, at the time specified by the Auction Commission, which shall be notified to the Participants in writing at least 5 (five) working days before the date of resumption of the auction. Bidding shall resume from the last auctioned price, with Participants remaining bound by the Item land rent price in EUR and the amount of electricity produced in each electricity trading interval bid before the Auction was suspended.

4. Confirmation of the Auction results and conclusion of the lease right agreement

46. The results of the Auction shall be approved by the Freeport of Riga Chief Executive Officer within one month after the day of the Auction. After approval of the Auction results, the decision on the conclusion of the Item lease agreement shall be taken by the Freeport of Riga Board.

47. The Auction Winner shall sign the Item lease agreements within 30 (thirty) days after the adoption of the decision of the Freeport of Riga Authority. The land lease agreement and the personal servitude lease agreement shall be concluded in regards of the Item lease. In cases where it is necessary, after the conclusion of the land lease agreement, specific land areas (units) shall be separated from the land lease agreement for which the agreement (s) on the right of superficies is (are) to be concluded.

48. If the Auction Winner refuses to conclude the lease right agreement in writing or fails to provide a response and does not sign the lease right agreement within the term specified in the Regulations, a decision may be made that he loses the Item lease right. In that case, a repeated Auction shall be announced.

49. Information about the repeated Auction shall be published in the official publication "Latvijas Vēstnesis," on the website of the Authority www.rop.lv

5. Refund of security

50. The Item lease right payment shall be made in accordance with the terms of the lease right agreement.

51. The security deposit shall be credited to the lease right agreement payment in case the Participant is recognised as the Auction Winner and has entered into the lease right agreement. The security deposit shall be refunded to the Participant which is not recognised as the Auction Winner within 10 (ten) working days from the day following the Auction.

52. In the following cases the security deposit shall not be refunded:

52.1. To a participant which has received a registration certificate and has refused or is deemed to have refused to participate in the Auction (in the cases provided for in Clauses 33, 35, 41 of the Regulations);

52.2. To the Auction Winner if he does not sign the Auction minutes or the lease right agreement.

6. Failed and invalid auction

53. The Auction shall be deemed not to have taken place:
- 53.1. if only one Participant has arrived at the Auction, and he does not confirm his readiness to conclude an Item lease agreement with the opening price of the Auction Item land rent in EUR and the initial amount of electricity produced in each electricity trading interval;
 - 53.2. if no Participant has arrived at the Auction.
54. An Auction shall be declared invalid:
- 54.1. if any Participant has been unreasonably not allowed to participate in the Auction or a bid or a repeated bid has been incorrectly rejected;
 - 54.2. the Item lease has been auctioned by a person who has not been entitled to participate in the Auction;
 - 54.3. if it is established that there has been an agreement to prevent the Participant from participating in the Auction;
 - 54.4. if the Auction was held at a venue and at a time different from the venue and time specified in the publication.
55. Claims in the cases referred to in Clause 54 of the Regulations may be submitted in writing to the Authority only by the Participant within 3 (three) working days from the date of the Auction.
56. The Commission shall decide on:
- 56.1. recognition of the Auction as not having taken place within 10 (ten) working days from the day of the Auction;
 - 56.2. recognition of the Auction as invalid within 10 (ten) working days from the day of receipt of the claim.
57. The decision of the Commission shall be notified to the Participants within 2 (two) working days from the date of entry into force of this decision.
58. If the Auction has been declared not to have taken place, the subsequent assignment of the Item lease rights shall be carried out in accordance with the decision of the Freeport of Riga Board.
59. If an Auction is declared invalid, a repeated Auction shall be held between the same Participants.
60. If the repeated Auction is held due to a decision on invalidation of the Auction in the case referred to in Sub-clause 54.3 of the Regulations, then the repeated Auction shall not be attended by the Participants between which this agreement existed.