

#	Question	Answer
1	<p>Could the applicant apply to the maximum amount of the Jessica II Fund of Funds Lithuania (FoFL) funds allocated to the 5th Call for Expression of Interest (Call for EoI), i.e. EUR 80 million?</p>	<p>In Annex G: Financial Offer, the applicant may indicate the number of tranches preferred, up to the maximum of the Call, i.e. up to EUR 80 million. The maximum number of tranches will be awarded in accordance with their financial offer and the outcome of the selection process. A minimum of EUR 40 million and a maximum of up to EUR 80 million will be allocated under the Call, subject to the terms and conditions of the offers, the overall demand for funds and the approval of the Jessica II Investment Board.</p>
2	<p>Will the applicant have possibility in the future to extend preferential loans to Administrators under the 5th of Call for EoI if it will present the Business plan with methodology for identifying and appraising just Final Beneficiaries? Due to the short submission period could be complicated to present the details for both.</p>	<p>The FIs may extend Modernisation Loans pursuant to the Modernisation Loan Agreements to the Final Beneficiaries and/or to the Administrators to implement eligible Renovation Projects, in accordance with the provisions of the Law on Support for Renovation which contains provisions of both extending loans to the Final Beneficiaries and Administrators. The Applicant will be assessed based on the information provided in the EoI, however the FI entering into Operational Agreement with EIB shall have a right to finance both, Final Beneficiaries and Administrators. In any case, the FI entering into Modernisation Loan Agreements shall comply with the requirements set out in applicable legal acts.</p>
3	<p>Could you please provide the final list of documents (listed in Annex 3a) which in accordance with national legislation specific the applicant shall provide to. Europe Investment Bank together with the application? By which competent authorities documents shall be issued?</p>	<p>The list of documents listed required is elaborated on p.24, and the competent authorities are determined by the relevant national legislation in Lithuania. Please take note that the documents mentioned as supporting evidence shall be provided before signature of the contract, within a deadline specified by the Bank. At the stage of submitting a Call for EoI, the submission of the supporting documentation on the declaration in Annex 3a is not required.</p>
4	<p>Shall the applicant provide documents (for example financial statements for the past 3 years) required under the 5th Call for EoI if the applicant constantly provides them to Europe Investment Bank as the selected Financial Intermediary under the previously launched Call for EoI?</p>	<p>Yes, the Applicant shall provide documents containing up-to-date information as required under this Call for EoI, regardless of any other documentation provided by the Applicant in any other capacity in relation to EIB and/or the JESSICA Holding Fund Lithuania or Jessica II Fund of Funds Lithuania. Please note that financial statements shall be provided for the past 3 years (plus an interim financial statement for the 1st half of 2015), as per p.19.</p>

5	<p>Shall the documents which are available in the Lithuanian language and shall be provided under the 5th Call fo Eol have notarized translation?</p>	<p>Regarding Annex 3a Exclusion Criteria: Please note that only the successful tenderer shall provide the documents mentioned as supporting evidence in this annex before signature of the contract and within the deadline specified by the Bank.</p> <p>All other documents requested in the tender documents shall be translated in English.</p>
6	<p>Please clarify in the answer to Declaration p.5 whether only reference to the liens shall be indicated or whether any claims against the applicant currently at Commercial courts shall be disclosed?</p>	<p>Reference to both liens and any claims against the applicant currently at commercial courts shall be provided.</p>
7	<p>Referring to the statement no.4 in the Appendix E the Additional Incentives might be amended from time to time and <...to be granted to the Final Recipient in the form of write-off of 15 % of the Modernisation Loan value in a form of interest subsidy> could you please clarify:</p> <p>7.1. Should the applicant present the cash flow calculation including just the 1st part of Additional Incentive (15%) and ignore the second part (25-15%) of Additional Incentive in case it might be decreased or cancelled?</p> <p>7.2. Should be understood that the Additional Incentive 15% shall be used by writing-off outstanding interests or shall be used by writing-off the outstanding principal part?</p>	<p>7.1. The applicant shall present cash flow calculations in line with the existing Law on Support for Renovation.</p> <p>7.2. As per the relevant existing legal basis, the interest subsidy in the form of a 15% write-off shall be used to write off the outstanding principal.</p>
8	<p>May selected FI "get off (?)" the signing of Operational and Pre-financing agreements if the details presented in the agreements will be inappropriate to selected FI? Please be informed that the applicant will appreciate this possibility due to the short period which the applicant will have for finalizing Business Plan after Europe Investment Bank present answers regarding the 5th Call fo Eol.</p>	<p>The Applicant shall apply under the Call for Eol in good faith of their capacity and willingness to sign an Operational Agreement and a Pre-financing agreement. Please take note that Appendices B and F provide indicative summary terms of the Operational Agreement and the Pre-Financing Agreement, which are subject to change and non-exhaustive. The documents are intended to provide a basis to guide applicants on what is to be expected to be contained within the actual agreements, and do not constitute a binding commitment either implicit or explicit on the part of the EIB or the FoF Lithuania.</p> <p>Failure to negotiate the final terms and conditions of the Agreements will prevent the FI's participation in the Call. Note that the indicative timeline</p>

		for negotiating the Agreements is February 2016 (p.2.).
9	Could you please clarify whether the FI could be able to charge the Final Beneficiaries and / or Administrators (in case they are borrowers) and / or Administrator (in case the Administrator is not a borrower but is the Projects Manger) if the- amendment of the Modernization Loan will be sign? Taking into account the market practise when the 40 % of Modernization Loans are amended and the one Modernization Loan are amending up to 4-5 times the applicant will appreciate this possibility in the pricing process.	The FI may charge the Final Recipient only the fixed interest rate and default interest for late payments. The Administrator of Common Property may be charged fines for breach or improper fulfilment of their non-monetary obligations, if provided in the Modernisation Loan Agreement. Any other fees, except for standard banking fees (banking transfer or account administration fee) are not permitted.
10	Could you please clarify the Eligibility Period? Is 31 December 2023 shall be treat as a final period for fund disbursement to the borrowers or as a final period for contracting?	The eligibility period set on 31 December 2023 refers to the final date or the disbursement of the funds to the Final Recipients, however, it concerns only the disbursement of EU Structural and Investment Funds (ESIF), and not the FI's own funds.
11	Could you please clarify how returned resources shall be used or transferred to FoF or to the managing authority? Please provide the terms and periodicity as well as the order how returned resources shall be transferred to the managing authority or to FoF.	<p>Upon the disbursement of any own (pre-financed) amounts, the Returned Resources shall be periodically repaid back to the FoF or to the Managing Authority only after the Outstanding Receivables under the Pre-financing have been fully repaid, or after the agreed period after the first repurchase of Outstanding Receivables has expired. Management fees are also to be covered from Returned Resources (reflows), in line with the conditions presented in this Call for EoI.</p> <p>Provisions may be negotiated for reflows to remain with the FI until these reflows may be used to repay the pre-financed amounts.</p>
12	In case the repayment to the managing authority or transferring to the FoF impact the calculation of the first part (0.5%) of management fee please clarify in which date exactly the calculation of the first part of management fee shall be stopped?	The management fee component of maximum 0.5%, applicable to both Jessica II funds and own funds, is calculated <i>pro rata temporis</i> . Therefore, any repayments impact the calculation of the management fees from the actual day of the repayment.
13	Could you please clarify the meaning of „re-invested resources" in the statement: <A maximum of 1 % per annum of the programme contributions paid within the meaning of Article 42(1)(a) of Reg. 1303 to final recipients in the form of loans, as well as of resources re-invested...> (Appendix G part I)? Shall the FI use returned resources (re-flows) for financing of the new Modernization Projects?	Given the structure of the Call for EoI, the returned resources (reflows) shall be used for the repurchase the Pre-financed amount under the Pre-financing Agreement (Appendix F) by allowing the FI to sweep the Reserve Account in accordance with the conditions of the Pre-Financing Agreement.

14	According to the statement <The terms and conditions for the extension of Modernisation Loans under the Operational Agreements are applicable to the Modernisation Loans extended from own funds, save for the management fees for distributing own funds> (Annex 3 Section F p. 5.2) could you please clarify if the management fee might be calculated from the own funds?	In addition to Annex 3, section F, 5.2, the management fees for the distribution of own funds are elaborated on p.40. The management fees on own funds may only be paid to the FI from Returned Resources.
15	Could you please clarify if the rule stated that the aggregate amount of management fee costs and fees shall do not exceed a maximum 8% shall cover just management fee amount calculated from the funds allocated from FoFL or calculated from the summarized amount of funds allocated from FoF and Fre own funds?	The rule in question applies solely to the funds allocated from Jessica II.
16	Could you please clarify if the Management fee will be deducted from Reserve Account	<p>The management fees for Jessica II funds shall be deducted from the Reserve Account. If there are no sufficient funds in the Reserve Account to pay this Management Fee, it can be deducted from the Disbursement Account until 31 December 2023.</p> <p>The management fees for own funds may only be paid from the Reserve Account.</p>
17	Referring to the statement (Appendix F) "The amount contributed by the FI from own funds <...> shall be used for the disbursement only if and when, at any given time, there are no other funds available in the Disbursement Account....>." Could you please clarify the disbursement process how the FI shall use funds form FoF and own funds if it will be awarded for 2 tranches (when each of them consists of EUR 10 min of FoF and EUR 3 min of own funds)?	In the here presented example, first the EUR 20 million of Jessica II funds shall be disbursed, and the EUR 6 million of own funds – only after. We are open to discussing this order of priority further, however for now, we draw your attention to the content of the third paragraph of Appendix F. Provision of some reasoning and suggestion of possible tranching of own funds might be helpful for further consideration.
18	As a condition to disburse the 1st tranche to the FI will be subject to signing of Pre-financing Agreement please inform us if the FI by signing the Pre-financing Agreement shall commit to use all own funds (in case the FI will apply for more than 1 tranche) or the FI shall commit to use own funds for each tranche separately by increasing the amount in the signed Pre-financing Agreement? Please take into account that commitment to use own funds of all tranches in uncertain term will impact the bigger interest rate for own funds.	In signing the Pre-financing Agreement, the FI would be committing to disburse up to the total of the pre-financing amount. The pre-financing amount would then be disbursed in tranches from the Disbursement Account upon the formal request of the FI, provided that the relevant conditions precedent have been met.

19	Could you please inform if the statements in p.19-22 in the Appendix E are related to the extending loans to Administrators of Common Property or to Final Beneficiaries as well?	The statements in p. 19-22 in the Appendix E are related to the extending loans to Administrators of Common Property, as they have a duty and the right to collect monthly instalments from the Final Beneficiaries, whereas, when the loans are extended to the Final Beneficiary directly, the Final Beneficiary pays the instalments directly to the FI.
20	Could you please share your vision on how the FI shall secure the right of FI to directly debit monthly instalments to the separate ring-fenced account ("kaupiamoji sąskaita") (Appendix E p.19)?	We understand that the FI could sign an agreement with the Administrator, which is in charge of management of the ring-fenced account to enable the FI to deduct payable amounts from the account for the respective month. Such an agreement or consent can also be incorporated in the Modernisation Loan Agreement.
21	Could you please clarify the value [X] in the statement: <The Pre-financing Agreement shall remain in force until the earlier of ... [X] years after the first repurchase of the Outstanding Receivables and will not be affected by the termination of the Contract, except, if the Bank fully re-purchases the Outstanding Receivables>. Is it expected that the applicant will provide own proposal for this term?	The FI may propose the term. A shorter term is preferred.
22	Flow of funds: under pre-financing renovation loan scheme funds of EIB should be treated as collateral for pre-finance amount of financial intermediary. It is also noted, that funds of EIB should be disbursed first. Question: what happens to returned funds in period when FI's funds are not yet used.? If they are returned to EIB – collateralization level decreases. If returned funds are kept in the account, until pre-financed amount is fully returned to FI – are there any additional conditions to that?	See the answer to question 11.
23	Management fees: could You please provide example, on how management fees are calculated. Are management fees also applied on defaulted amount?	Following the EU Structural and Investment Funds Regulations, the fees are calculated as elaborated in Appendix G and Annex 3, F, Section 5 (p.20-21). Please see example below: (i) X% per annum of the amount of the Contingent Loan paid to the FI, calculated <i>pro rata temporis</i> from the date of effective payment to the FI until 31 December 2023, the repayment to the EIB, or the termination of the Operational Agreement,

		<p>(ii) whichever is earlier; and X% per annum of the amount of the Contingent Loan disbursed to the Final Beneficiary of Administrators in the form of Modernisation Loan of the amount on the loan provided to the FI and not yet (i) repaid to the FI or (ii) accelerated and/or written-off calculated <i>pro rata temporis</i> from the date of disbursement of the Modernisation Loan until repayment to the EIB, the end of recovery procedure in the case of defaults, 31 December 2023 or the termination of the Operational Agreement, whichever is earlier.</p> <p>Please note that, as stated in Appendix G and Annex 3, F, Section 5 (p.21), offers that include rates not in line with the maximum values for each of the three fee components described above will not be considered, and will lead to the disqualification of the EoI.</p>
24	What happens, if not all funds are disbursed after 2023-12-31?	Milestones with appropriate measures to ensure compliance will be negotiated.
25	What does the term „wind-up“ mean? Liquidation?	<p>The term ‘winding up’ is used in two separate contexts within the Call for EoI:</p> <ol style="list-style-type: none"> 1) At the Exclusion criteria at Section II D (b) on p. 17 and Form 3a (Form regarding the exclusion criteria) on p. 23, these references to “winding up” refer solely to the winding up/liquidation of the Applicant. 2) At Section II F (5), Management Fees and Interest on p. 20 and at Appendix G on p. 40, these references to “winding up” here refer solely to the date which the Financial Instrument will come to an end.

26	<p>It is noted, that repayment of principal part can be postponed up to 30 months. Questions: does this mean that max tenor of modernisation loan is 20 years + 30 months, or it is 20 years with 30 months already included?</p>	<p>The tenure of 20 years is calculated from the date of signing of the Modernisation Loan agreement, however, in case that the monthly instalment exceeds the maximum amount of the monthly payment set out by the legal acts, the FI has a discretion to extend the tenure of the modernisation loan, however, not for longer than 20 years + 30 months from the date of signing the modernisation loan agreement.</p>
27	<p>Under description of modernisation loan (page 37) point 4 it is noted, that „Final recipients may become eligible for Additional Incentives as indicated in the Rules on State Support or Law on State Support, which might be amended from time to time. The equivalent of an interest rate subsidy is to be granted to the Financial Recipients (FR) in the form of write-off of 15% of the Modernization loan value in a form of interest subsidy. Question: what is had in mind? Does this mean, that FRs may receive monetary compensation from state, which would cover 15% of outstanding renovation loan, or interest subsidy (if received) can not exceed 15% of Modernisation loan value?</p>	<p>As per the relevant existing legal basis, the interest subsidy in the form of a 15% write-off shall be used to write off the outstanding principal. The write-off cannot be applied toward any outstanding interest.</p> <p>The write-off reduces the repayments from Final Beneficiaries, and therefore, the amount of reflows available to the Jessica II FoF. For the avoidance of doubt, the write-off would apply also to loans provided from FI own funds, since the Pre-Financed Amount shall be treated as Jessica II funds and extended in accordance with the terms and conditions of the Operational Agreement.</p>
28	<p>Under appendix F there is a statement, which says: „Pre-financing agreement shall remain in force until the earlier of the following: (i) the amount of the outstanding receivables is fully repurchased or (ii) [X] years after the first repurchase of the outstanding receivables and will not be affected by the termination of the contract, except, if the bank fully repurchases the outstanding receivables“.</p> <p>Question: could You please elaborate more on the part marked in red. Does this mean, that EIB will stop repurchasing receivables after certain period of time.</p>	<p>As per Appendix F, after the earlier of (i) or (ii), the FI can no longer use the Reserve Account for the repurchase of any outstanding amounts under the Pre-financing Agreement. Thereafter, any collected reflows shall be transferred back to EIB as Jessica II FoF manager, after the deduction of any management fees for the management of Jessica II funds (including the fees for own funds specified in Appendix G, section II, p.40.</p>
29	<p>When is it possible to see the repurchase agreement?</p>	<p>A detailed Pre-financing Agreement, based on the terms presented in Appendix G, will be negotiated with the successful Applicants to this Call for EoI with February 2016 as target timeline.</p>