

**AB LIETUVOS ORO UOSTAI (LITHUANIAN AIRPORTS) PUBLIC REAL ESTATE LEASE TENDER ANNOUNCEMENT**

15 June 2026  
Vilnius

**1. TENDER CONDITIONS**

<b>1.1. LESSOR</b>	1.1.1. Name of the legal entity	Joint stock company Lithuanian Airports (hereinafter – LTOU)
	1.1.2. Legal entity code	120864074
	1.1.3. VAT code	LT208640716
	1.1.4. Registered office address	Rodūnios kel. 10A, 02189 Vilnius, Lietuva
	1.1.5. Lessor's bank account	LT277300010002503528 AB Swedbank Bankk code 112029651
	1.1.6. Lessor's representative for the lease tender	Lease project manager, e-mail. <a href="mailto:m.simonaite@ltou.lt">m.simonaite@ltou.lt</a> , tel. +370 614 36 286
<b>1.2. LEASE OBJECT</b>	<p>Non-residential premises located within the Airport Terminal managed by the Lessor, designated for transportation purposes, at Rodūnios kel. 2-5, Vilnius, Lithuania (VNO Departure Terminal T2/T3), unique property No. 4400-1477-7727:2437, index not assigned, project No. 2019-04, consisting of a part of the building: premises with a total area of approximately 50 sq. m (hereinafter – the Premises).</p> <p>Considering that the Premises constituting the Lease Object have not yet been formed as of the date of this Notice, the area of the Premises specified above is preliminary, and the actual area of the Premises to be handed over may differ from that indicated in this Notice, but by no more than 5% (five percent) of the area of the Premises specified above in this clause. The exact area and indices of the Premises to be handed over shall be specified in the Transfer and Acceptance Certificate.</p>	
<b>1.3. PURPOSE OF THE LEASE OBJECT</b>	<p>The Premises are intended for the retail sale of designer clothing and accessories under a registered trademark, as well as related storage and administrative activities, and no other activities may be carried out in the Premises.</p> <p>Taking into account the practices of international airports and the fact that the Premises are located in passenger departure areas with high passenger traffic, Lithuanian Airports (LTOU) considers it necessary to establish a designer clothing and accessories store operating under a registered trademark and managed by an operator with relevant experience who applies high customer service standards. For these reasons, the Premises will be leased exclusively to an entity that owns a registered trademark and meets the requirements of the Tender. The successful Tenderer shall be required to provide services in accordance with the Description of Designer Clothing and Accessories Retail Activities prepared by Lithuanian Airports and attached to this</p>	

	<p>Notice (Annex 1 to this Notice; hereinafter – the Description). The Premises shall be used solely for the establishment and operation of a designer clothing and accessories store and for conducting designer clothing and accessories retail activities (hereinafter – the Permitted Activity). No other activities may be carried out in the Premises. The successful Tenderer shall ensure that the categories of goods specified in the Description are offered for sale in the Premises. The product assortment must be agreed in advance with LTOU.</p> <p>In carrying out the above-mentioned designer clothing and accessories retail activities under a registered trademark, as well as the related storage and administrative activities, the Lessee shall be required to use, throughout the entire Lease Term, the trademark specified in the competition participant's application.</p>
<b>1.4. INITIAL AMOUNT OF THE LEASE FEE</b>	<p>The initial monthly lease amount is EUR <b>3,000.00</b> (three thousand euros and 00 cents) excluding VAT for the premises (EUR <b>3,630.00</b> (three thousand six hundred thirty euros and 00 cents) including VAT).</p> <p>The lease rent amount proposed by the participant of the Public Real Estate Lease Tender (hereinafter – the Tender) who is awarded the Tender and enters into the Premises Lease Agreement shall be recalculated on a monthly basis in proportion to the revenue generated by the Lessee from the Permitted Activity carried out in the Premises. More detailed information on the recalculation of the monthly lease payment is provided in the Special Terms and Conditions of the Lease Agreement (Annex 2).</p>
<b>1.5. DEPOSIT PAID BY TENDERERS</b>	<p>Before registering as a Tender participant, a person must transfer to the LTOU bank account specified in Clause 1.1.5 of this Notice a Tender Participant's Deposit equal to the amount <b>including VAT, i.e. EUR 10,890.00</b> (ten thousand eight hundred ninety euros and 00 cents).</p> <p>The application of a Tender participant who fails to transfer the tender deposit to the credit institution's account specified in clause 1.1.5 by the specified deadline and fails to submit a document from a financial institution confirming this will not be registered and will be returned to the Tender participant.</p> <p>Once the Competition has concluded, the deposits paid by unsuccessful participants will be refunded to the bank accounts specified in their Competition applications.</p> <p>The security deposit paid by the winning tenderer will be used to ensure that the winning tenderer (Lessee) fulfils their obligations under the lease agreement properly and on time. The Lessor, by notifying the Lessee in writing, may forfeit the security deposit (in whole or in part) if the lessee breaches any obligation under the lease agreement.</p> <p>If the winner of the tender declines the tender or fails to sign the real estate lease agreement within 30 (thirty) calendar days of the decision determining the winner of the tender, the deposit paid by the winner will not be refunded.</p>
<b>1.6. LEASE TERM</b>	<p>The premises are leased for a term of <del>5 (five)</del> <b>4 (four) years</b>. The lease term begins on the date the premises are handed over to the Lessee.</p>

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<p><b>1.7. ADAPTATION AND IMPROVEMENT OF THE PREMISES</b></p>	<p>The Tender participant who is awarded the Tender and signs the Premises Lease Agreement shall, in advance and in accordance with the requirements set out in the Description (Annex 1 to this Notice) and the Premises Fit-Out Description (Annex 5 to this Notice), at their own expense and by their own means, fit out the Premises in accordance with a Premises Fit-Out Design previously agreed with Lithuanian Airports, <b>no later than within 2 (two) months</b> from the date of handover of the Premises, and shall continuously carry out the Permitted Activity throughout the entire Lease Term. The procedure for the handover of the Premises is set out in the draft Lease Agreement (Annex 2).</p>	
<p><b>1.8. COURSE OF THE TENDER</b></p>	<p>1.8.1. Date and place of publication of the tender announcement</p>	<p>15 June 2026, <a href="https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/">https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/</a></p>
	<p>1.8.2. Premises inspection and queries</p>	<p><b>Until 16:00 on 3 August 2026</b>, a Tender participant shall be entitled to contact LTOU using the contacts specified in Clause 1.1.6 of this announcement for clarification of the conditions specified in this announcement or for an inspection of the Premises. Each query of a Tender participant regarding the conditions specified in this announcement must be submitted in writing; LTOU shall respond to the query also in writing and shall publish the content (essence) of the query regarding the conditions specified in this announcement and the response thereto on the LTOU website at: <a href="https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/">https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/</a>.</p>
	<p>1.8.3. Submission of applications</p>	<p>Applications shall be accepted from <b>21 September 2026, 09:00 a.m. until 21 September 2026, 12:00 p.m.</b> (inclusive), by submitting applications by e-mail to: <a href="mailto:tenders@ltou.lt">tenders@ltou.lt</a>.</p> <p>The Tender participant's application, declarations and all other documents submitted together with the application, except for the proof of payment of the Tender participant's deposit referred to in Clause 1.5 of this announcement, must be signed with a physical or electronic signature and merged into one digital PDF file. For the avoidance of doubt, the proof of payment of the Tender participant's deposit referred to in Clause 1.5 of this announcement shall be one separate attachment, and the remaining Tender documents – another attachment. The total size of both attachments may not exceed 25 MB (twenty-five megabytes).</p> <p>The application form is published together with this announcement at: <a href="https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/">https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/</a>.</p> <p>The requirements for the application are detailed in the Real Estate Lease Procedure Description (hereinafter – the Procedure) approved by the Order No. 1R-132 of 14 October 2025 of the General Manager of LTOU, which can be accessed on the LTOU website at: <a href="https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/">https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/</a>, Section 5.</p>
	<p>1.8.4. Evaluation of applications</p>	<p>The applications and documents submitted together with them shall be evaluated within no more than 5 (five) business days from the end date for their submission specified in Clause 1.8.3 of this announcement.</p>

	1.8.5. Announcement of the winner	The Tender shall be won by the Tender participant whose application provides the proposal of the highest economic benefit to LTOU, i.e. who has offered the highest lease fee in the application, has submitted all mandatory documents and meets all the requirements set out in this announcement.
	1.8.6. Verification of the winner	<p>Prior to signing the Lease Agreement, the Tender winner shall be verified in accordance with the Procedure, internal legal acts of LTOU and the procedure established in the laws of the Republic of Lithuania (hereinafter – the Republic of Lithuania or RL).</p> <p>LTOU or competent authorities (e.g. the Commission for the Coordination of the Protection of Objects Important for Ensuring National Security) shall have the right to request the submission of additional documents evidencing that the Tender winner complies with the national security interests of the RL.</p> <p>The 30 (thirty) calendar day time limit for signing the Lease Agreement referred to in Clause 1.5 of this announcement may be extended for a reasonable period in case the compliance of the investor with the national security interests of the RL is being verified.</p> <p>If the Tender participant fails or refuses to submit the additional requested documents and/or if, under the procedure established in the Law of the RL on the Protection of Objects Important for Ensuring National Security, a decision is adopted that the Tender winner does not meet the national security interests and/or the Agreement is refused to be signed on other grounds, the Tender participant ranked second shall be declared the Tender winner as provided in the Procedure.</p>
<b>2. QUALIFICATION REQUIREMENTS</b>		
<b>2.1. EXPERIENCE</b>	2.1.1 The participant of the competition has owned, for at least the past <b>2 (two) years</b> (including the period from the announcement of the competition terms and conditions through the entire duration of the competition), and currently owns, at the time of submission of the application, <b>at least 1 (one)</b> store located in a country of the European Economic Area (EEA) countries, where they have experience selling designer clothing and accessories under a registered trademark.	<p><b>The following must be provided:</b></p> <p>A declaration by the competition participant, certified by the signature of the participant’s manager or an authorized representative (along with a power of attorney) and the participant’s seal (if the participant has one) (Annex 6 to this Notice) stating that for at least the last <b>2 (two) years</b> prior to the date of submission of the tender documents, the tenderer has owned <b>at least 1 (one)</b> registered trademark for designer clothing, accessories, and other fashion and lifestyle stores, established in the countries of the European Economic Area (EEA), specifying the following information:</p> <ol style="list-style-type: none"> <li>1. The store’s address or other information that identifies its location, if the store is located in a place without an address.</li> <li>2. The date from which the participant has been managing the store and conducting business there.</li> <li>3. Rights to manage the store (lease, sublease, concession, etc.).</li> </ol> <p>In order to verify the accuracy of the data/information provided in the declaration, the Commission reserves the right, without prior notice, to check publicly available data/information and/or request the</p>

		<p>contact details of the contact person for the purpose of verifying the information/data submitted by the competition participant. If the Commission is unable to contact the provided contacts on 3 (three) occasions, the tenderer's application may be rejected.</p> <p>During the evaluation of the application, the Commission has the right to require the participant to submit, within the time limit set by the Commission (usually no later than 5 (five) business days from the date of the Commission's written notification), certified extracts or copies of contracts (lease, sublease, concession, etc.) or copies thereof, which prove that the participant has owned for at least the past 2 (two) years and, at the time of application, actually operates at least 1 (one) designer clothing and accessories store as specified in the tenderer's declaration of experience mentioned above. In addition, upon written request by the Commission, the competition participant must submit to the Commission, no later than within 5 (five) business days from the date of the Commission's written notification, any other documents that clarify or substantiate the information provided in the competition participant's declaration of experience.</p> <p>If, at the Commission's request, a competition participant fails to substantiate the information provided in the declaration with supporting documents, the participant's application will be rejected.</p> <p><b>If, at the Commission's request, a competition participant fails to submit the documents listed above and/or fails to substantiate the information provided in the declaration with supporting documents, as detailed above, the participant's application will be rejected.</b></p>
<p><b>2.2. REPUTATION</b></p>	<p>2.2.1. The Tender participant is not bankrupt, has not been declared insolvent, is not in liquidation and has not temporarily suspended its activities.</p>	<p><b>Required to submit:</b></p> <p><b>The full extract</b> from the Register of Legal Entities of the Centre of Registers, or a document issued by the competent authority of the respective foreign country (the original or a duly certified copy), confirming that the Tender Participant is not bankrupt, in liquidation, has not suspended its activities, is not subject to bankruptcy proceedings or out-of-court bankruptcy processes, and is not subject to any compulsory liquidation procedure or arrangement with creditors. <b>The aforementioned extract or document must be no older than 120 (one hundred twenty) calendar days prior to the date of submission of the application.</b></p> <p>If such a document is not issued in the country of establishment of the Tender participant, the Tender participant shall be entitled to submit a declaration on compliance with the requirement set out in this clause.</p> <p>The Commission shall have the right to request that the Tender participant, within the period set by the Commission (usually no later than within 5 (five) business days from the date of submission of the</p>

		<p>Commission's written notice), submit additional documents evidencing the Tender participant's compliance with the reputation requirement set out in this clause.</p> <p>If the Tender participant, upon the Commission's request, fails to submit additional documents evidencing the Tender participant's compliance with the reputation requirement set out in this clause, as detailed above, the Tender participant's application shall be rejected.</p>
	<p>2.2.2. The Tender participant or its responsible person has not been convicted of criminal offences listed in Annex 3 to this announcement (hereinafter – the Criminal Offences), and does not have court-imposed or non-court-imposed and valid administrative penalties and/or administrative measures for administrative offences listed in Annex 3 to this announcement (hereinafter – the Administrative Offences), and during the past 5 (five) years prior to the date of submission of the application has not committed any of the Criminal Offences and Administrative Offences listed in Annex 3 to this announcement.</p> <p>Clarification:</p> <p><i>For the purposes of Criminal Offences, the responsible person of the Tender participant, which is a legal entity, shall be deemed to be its manager, any other member of its management or supervisory body, or its accountant(s) or any other person(s) having the right to draw up and sign the Tender participant's accounting documents. A Tender participant or its responsible person shall be considered convicted of a Criminal Offence(s) listed in</i></p>	<p><b>Required to submit:</b></p> <p>A declaration (Annex 3), signed by the head of the Tender participant or his authorised representative (enclosing the power of attorney) and stamped with the participant's stamp (if the Tender participant has one), stating that:</p> <ul style="list-style-type: none"> <li>• The Tender participant/its responsible person has not been convicted for Criminal Offences (Annex 3) and does not have court-imposed or non-court-imposed and valid administrative penalties and/or administrative measures for Administrative Offences (Annex 3);</li> <li>• The Tender participant/its responsible person has not, during the past 5 (five) years prior to the date of submission of the application, committed any of the Criminal Offences and Administrative Offences listed in Annex 3.</li> </ul> <p>The Tender participant is aware that if, during the Tender, information/data available to or provided to LTOU by competent authorities confirm that the Tender participant/its responsible person has been convicted during the Tender of Criminal Offences or has a final accusatory court judgment in force, or has court-imposed or non-court-imposed and valid administrative penalties and/or administrative measures for Administrative Offences, or there are final decisions of competent officials and/or courts provided for in the Code of Administrative Offences of the RL, such Tender participant may not be recognised as the Tender winner.</p> <p>In order to verify the accuracy of the data specified in the declaration, the Commission shall have the right to apply to competent authorities in order to verify the information specified in the declaration, or to request that the participant, within the period set by the Commission (usually no later than within 5 (five) business days from the date of submission of the Commission's written notice), submit documents supporting the information specified in the declaration.</p> <p>If the Tender participant, upon the Commission's request, fails to substantiate the data specified in the declaration by documents confirming such data, as detailed above, the Tender participant's application shall be rejected.</p>

	<p><i>Annex 3, where during the past 5 years an accusatory court judgment has been rendered and has become final, and such person has an unexpired or unquashed criminal record.</i></p> <p><i>For the purposes of Administrative Offences, the responsible person of the Tender participant, which is a legal entity, shall be deemed to be its manager or any other responsible persons of the Tender participant who, in accordance with the Code of Administrative Offences of the RL, may incur administrative liability for Administrative Offences.</i></p>	
	<p>2.2.3. The Tender participant complies with the national security interests.</p>	<p><b>Required to submit:</b></p> <p>A declaration (Annex 4), signed by the head of the Tender participant or his authorised representative (enclosing the power of attorney) and stamped with the participant’s stamp (if the Tender participant has one), stating that, in the opinion of the Tender participant, by submitting the application it complies with the national security interests under the Law of the RL on the Protection of Objects Important for Ensuring National Security.</p>
<p><b>3. OPERATIONAL REQUIREMENTS</b></p>		
<p><b>3.1. TRADEMARK</b></p>	<p>3.1.1. The competition participant uses, or pursuant to an agreement granting rights to the trademark—whether through ownership, a franchise, a joint venture, or otherwise—has the right to use or will immediately acquire the right, i.e., upon signing the Premises Lease Agreement, from the start of operations in the leased Premises, the participant will have the right to use the registered trademark, which is already in actual use by the participant or any third parties in an operating designer</p>	<p><b>If the competition participant is the trademark owner, the following must be provided:</b></p> <p>A declaration by the competition participant, certified by the signature of the competition participant’s manager or an authorized representative (along with a power of attorney) and the competition participant’s seal (if any), specifying the trademark proposed by the competition participant for the Premises (in accordance with the requirements of subparagraph 3.1.1 of this announcement and the Description) and:</p> <ol style="list-style-type: none"> <li>1. The country (or countries) in which the entity (or entities) engaged in the retail sale of designer clothing and accessories is (are) located, specifying its (their) address, management rights (lease, sublease, concession, etc.), and the duration of the management arrangement;</li> <li>2. The name of the entity or entities engaged in the sale of designer clothing and accessories must include a registered trademark (in accordance with the requirements of subsection 3.1.1 of this Notice and the Description).</li> </ol>

	<p>clothing and accessories store (on its sign, in the interior, on employee uniforms, in the name, etc.), located in a high-traffic location in at least one country within the European Economic Area (EEA), the Middle East, or North America.</p> <p><i>For the sake of clarity, it should be noted that a trademark (brand) store does not include a kiosk accessible from all sides, mobile retail, seasonal retail, or occasional retail conducted solely during special events, including, but not limited to, retail conducted in vehicles.</i></p>	<p><b>If the competition participant is not the trademark owner</b>, a copy of the franchise or subfranchise agreement or other documents proving the right to use the trademark must be submitted.</p> <p>If the competition participant has not yet entered into an agreement granting the right to use the trademark, they may submit a letter of guarantee from the franchisor (a duly certified copy thereof) stating that, upon conclusion of the Premises Lease Agreement, the competition participant will acquire the right to use the trademark under the terms and conditions specified in this announcement and in the Premises Lease Agreement.</p> <p>In addition, if the competition participant is not the trademark owner, they must submit a declaration certified by the signature and seal (if the franchisor has one) of the franchisor’s manager or their authorized representative (along with a power of attorney), specifying a country in the European Economic Area (EEA), the Middle East, or North America, specifying the addresses of luxury jewellery stores whose names include the registered trademark.</p> <p>In order to verify the accuracy of the information provided in the declaration, during the evaluation of the application, the Commission has the right to request that the participant, within a deadline set by the Commission (usually no later than 5 (five) business days from the date of the Commission’s written notification), submit documents clarifying or substantiating the information provided in the declaration.</p>
	<p>3.1.2. The trademark is registered in the registry of the World Intellectual Property Organization (WIPO) and/or the European Union Intellectual Property Office (EUIPO) and/or the State Patent Bureau of the Republic of Lithuania.</p>	<p><b>The following must be provided:</b></p> <p>A copy of the trademark registration certificate issued by the State Patent Bureau of the Republic of Lithuania and/or the patent office of another European Union member state and/or the World Intellectual Property Organization (WIPO) and/or the European Union Intellectual Property Office ( EUIPO, certified by the signature of the head of the competition participant or its authorised representative (along with a power of attorney) and the competition participant’s seal (if any).</p>
<p><b>3.2. PROPOSED PREMISES DESIGN</b></p>		<p><b>The following must be provided:</b></p> <p>A design proposal for the interior fit-out of the premises, consisting of the following components:</p> <ul style="list-style-type: none"> <li>functional diagrams for Premises showing the layout of furniture, equipment, and product categories.</li> </ul> <p>The design proposal must be prepared in accordance with Annexes 1 and 5 of this Notice. For clarity, the design proposal will be preceded only by a preliminary design for the fit-out of the premises. The winning</p>

		participant will be required to prepare a detailed interior design for the premises and coordinate it separately with LTOU.
<b>3.3. PROPOSED INTERIOR DESIGN</b>		<p><b>The following must be provided:</b></p> <p>An initial interior design proposal for the Premises, consisting of at least three renderings of the Premises showing the proposed interior design from at least three different viewing angles. The submitted interior design solution must be consistent with the preliminary interior design proposal prepared in accordance with clause 3.2.</p> <p>The design proposal must be prepared in accordance with Annexes 1 and 5 of this Notice. For the sake of clarity, the aforementioned design proposal will be only a preliminary proposal for the design of the premises. The winning participant must prepare a detailed design proposal for the Premises, together with the interior design project for the Premises, and coordinate it separately with LTOU.</p>
<b>4. OTHER TERMS AND CONDITIONS</b>		
4.1. In order to enable competition participants to assess passenger (customer) flows at the airport, a preliminary passenger forecast is provided in Annex 8 to this Notice. By submitting their applications, tender participants confirm their understanding that the preliminary passenger forecast attached to this notice is of a predictive nature and that LTOU does not guarantee and/or in any other way is not obligated to ensure that the passenger traffic figures specified in Annex 8 to this Notice will be achieved during the lease term.		
4.2. The competition process, application procedures, and other details of the leasing process are outlined in the LTOU Regulations, which are available on the LTOU website at: <a href="https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/">https://vilnius-airport.lt/paslaugos-verslui/nuomos-konkursai/</a> .		
4.3. LTOU reserves the right to terminate the real estate lease process at any time and to amend the terms of the tender prior to the date of the interpretation of the terms of the announcement and/or the date of the premises inspection, as specified in clause 1.8.2. LTOU shall not compensate Tender participants for any losses related to the preparation, submission, etc., of applications. LTOU shall not compensate participants for any losses or damages if the results of the competition are disputed, annulled, or declared invalid by any legal means at the initiative of the participants or any other third parties.		
4.4. LTOU has the right, in the event that the declared winner of the tender refuses to sign the property lease agreement or fails to sign it within 30 (thirty) calendar days of the decision declaring the winner of the tender, to withhold the deposit paid by the winner and to demand reimbursement of all costs incurred in announcing and organizing the competition, as well as other damages incurred, including the difference in rent if the property is leased to another tenant at a lower rent.		
4.5. LTOU assets may not be transferred or leased to LTOU employees, members of LTOU's supervisory and management bodies, or persons associated with them.		
4.6. Please report any suspected instances of corruption or any potentially unlawful actions by LTOU employees via email to: <a href="mailto:pranesk@ltou.lt">pranesk@ltou.lt</a>		
<b>5. ANNEXES</b>		

Annex 1 – Description of the Operations of a designer clothing and accessories store;  
Annex 2 - Draft Lease Agreement (Special and General Lease Conditions) *(attached separately)*;  
Annex 3 - Declaration on the absence of criminal offences and administrative offences *(attached separately)*;  
Annex 4 - Declaration compliance with national security *(attached separately)*;  
Annex 5 - Premises Fit-Out Description  
Annex 6 - Declaration of the Tender participant's experience *(attached separately)*;  
Annex 7 - Tender application form *(attached separately)*;  
Annex 8 - Passenger Forecast.

**Notice of an Open Competition for the Lease of Real Estate**

**DESCRIPTION OF THE OPERATIONS OF A DESIGNER CLOTHING AND ACCESSORIES STORE**

**1. PRODUCT RANGE**

- 1.1. In the course of operating a retail store selling designer clothing and accessories (hereinafter – the Store), the product range, **which must be agreed upon in advance with the Lessor**, may consist of goods in the following categories:
  - 1.1.1. Women’s, men’s, and children’s clothing (casual, athletic, and urban style collections), which must account for at least 80% of the retail space.
  - 1.1.2. Designer-created one-of-a-kind or limited-edition clothing and accessories.
  - 1.1.3. Accessories (handbags, backpacks, scarves, socks, belts, headwear, footwear, etc.).
  - 1.1.4. Textile products (towels, blankets made of wool, linen, felt, cashmere, etc.).
- 1.2. The sale of other categories of goods is prohibited. The sale of goods not listed in clauses 1.1.1–1.1.4 is permitted only if the goods fall within the specified categories and the list of goods has been agreed upon in advance with the Lessor.

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| <ol style="list-style-type: none"><li>1.3. Performance indicators:<ol style="list-style-type: none"><li>1.3.1. The product range was coordinated with the LTOU prior to the store’s opening.</li><li>1.3.2. The store sells only items listed in 1.1.1–1.1.4.</li></ol></li></ol> |
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**2. GUIDELINES FOR ORGANIZING SALES**

- 2.1. The store’s hours of operation must align with the flight schedule for the service area; that is, the store must operate in accordance with the schedule of all departing passengers. For clarity, the store must be open and operational 2 hours before the flight and 30 minutes after the flight.
- 2.2. The store may offer a service for the delivery of ordered goods to your home or any other address of your choice throughout Lithuania.
- 2.3. Store employees should proactively offer customers additional items based on their presumed needs, interests, or the items they are purchasing. Models for selling additional items are described in more detail in the Lithuanian Airports Customer Service Standard.
- 2.4. The store must offer the option to pay for goods in cash, by credit card, and via mobile payment services (Apple Pay, Google Pay, etc.).
- 2.5. If the store uses bags for carrying goods, they must be reusable or made of paper. If paper bags are branded, the store’s trademark must be used. The use of other trademarks on the bags is permitted only with the Lessor’s written consent.
- 2.6. All information in the store must be provided in at least two languages: Lithuanian and English. Prices of goods displayed in sales areas must be printed (or electronic) in a font size of no less than 24 pt. The selling price and unit price of goods must be clearly visible, easily legible, understandable, and distinguishable. Prices must be displayed as final prices, i.e., inclusive of all taxes. Information on all payment methods must be provided at cash registers or counters where customers can pay for goods.

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| <ol style="list-style-type: none"><li>2.7. Performance indicators:<ol style="list-style-type: none"><li>2.7.1. The store is open 2 hours before the flight and 30 minutes after the flight.</li><li>2.7.2. The store offers delivery of ordered items to any address in Lithuania.</li><li>2.7.3. All products in the store are listed at their final prices in euros, including all taxes.</li><li>2.7.4. The store does not carry single-use polyethylene or plastic bags for purchases.</li></ol></li></ol> |
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**3. PRODUCT DISPLAY**

- 3.1. Separate spaces (areas) must be created using furniture, glass, or other retail fixtures to display individual product categories and/or groups of categories. Floor, wall, and ceiling finishes may be used to define these spaces

(areas). Each space dedicated to a specific product category (and/or) group must be marked with intuitive design elements that follow a consistent style.

3.2. The display of goods must be based on the following principles:

3.2.1. All products must be clearly visible to customers and create a cohesive, organic display.

3.2.2. The dimensions of the shelves and display cases must be consistent with the dimensions of the goods displayed on them.

3.2.3. Product shelves and display cases should not appear empty or half-empty, but they should not be overloaded.

3.3. The layout of the goods and the space itself, furniture, and interior elements must be updated after coordinating the changes with the Lessor at least once every 3 (three) years, taking into account changes in passenger needs, behaviour, traffic flows, and the wear and tear of furniture and interior elements.

3.4. Performance indicators:

3.4.1. Once you enter the store, you can find the product category you're looking for without needing help from a store employee.

3.4.2. The shelves and display cases are well-stocked, and the merchandise is neatly arranged.

3.4.3. The store does not appear to be worn out.

#### 4. SOCIAL RESPONSIBILITY

4.1. The interior of the Premises must create a cozy and aesthetically pleasing environment for customers, so it is very important to ensure impeccable cleanliness in the Premises. Customers should not be bothered by dust or dirt on display cases or other interior elements. The floors of the Premises must be cleaned at least 2 (two) times a day during non-flight hours or when there are no customers in the Premises. Shelves and display cases must be cleaned at least 1 (one) time a day during non-flight hours or when there are no customers in the Premises. Other interior elements of the Premises must be cleaned at least once a week during non-flight hours. Trash and product packaging must be stored in designated areas and containers that are out of sight of customers. Employees must ensure that trash is not left to accumulate and is removed from designated storage areas in a timely and regular manner.

4.2. Waste producers must take all possible and economically viable measures to reduce the volume of waste and its negative impact on public health and the environment, and to conserve natural resources. The Lessee must adhere to the hierarchy of waste prevention and management priorities set forth in the Waste Management Law of the Republic of Lithuania, avoid waste generation as much as possible, and separate waste suitable for recycling or other reuse from the general waste stream. The Lessee must organize their activities in compliance with all environmental protection requirements established by the Republic of Lithuania.

4.3. The Lessee shall strive to reduce the use of single-use plastic items in its operations. Bags intended for takeout, as described in clause 2.5 of this Description, must be reusable or made of paper.

4.4. The Lessee shall ensure that all employees are familiar with and comply with the Customer Service Standard approved by the Lessor, which is attached as a separate file to the Lease Agreement of the Premises. The Lessee shall ensure that all employees serving passengers periodically participate in trainings organized by the airport and comply with Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, as well as comply with the requirements applicable to the service of disabled persons and persons with reduced mobility.

4.5. The interior of the Premises shall create a cozy and aesthetically appealing environment for customers; therefore, it is essential to ensure impeccable cleanliness in the Premises. Customers shall not be disturbed by dust or dirt on display windows or other interior elements. The floors of the Premises shall be cleaned no less than 2 (two) times per day, outside flight operations or when there are no customers in the Premises. Shelves and display windows shall be cleaned no less than 1 (one) time per day, outside flight operations or when there are no customers in the Premises. Other interior elements of the Premises shall be cleaned no less than 1 (one) time per week, outside flight operations. Waste and product packaging must be stored out of customers' sight in designated areas and containers. Employees must ensure that waste is not stored for prolonged periods and is removed in a timely and regular manner from designated storage areas.

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**DESCRIPTION OF THE INTERIOR DESIGN OF A DESIGNER CLOTHING AND ACCESSORIES  
STORE**

**1. STORE INTERIOR:**

- 1.1.1. The interior of the store must be in harmony with the surrounding environment and blend in with it.
- 1.1.2. The store layout, as well as the furniture, design, and other functional solutions, must be adapted to the needs of passengers who are in a hurry, traveling with luggage, or have mobility impairments.
- 1.1.3. The furniture designed must be made of durable, long-lasting structures and materials that are suitable for high customer traffic.
- 1.1.4. The store must be equipped in accordance with the store layout specifications.
- 1.1.5. The Lessor shall install the flooring, which shall consist of 120x120 cm tiles. The Lessee may propose an alternative solution that would help define the boundaries of the store but would not conflict with the interior design of the surrounding environment. The floor design, like other interior design elements, must be approved by LTOU. It is prohibited to drill, screw, or otherwise damage the flooring.
- 1.1.6. The flooring, walls, ceilings, lighting, signage, and all other interior design elements in the store must be coordinated and form a cohesive whole.
- 1.1.7. All interior design solutions must comply with hygiene standards, the Technical Regulations for Construction of the Republic of Lithuania, and all other legal requirements in effect at the time.
- 1.1.8. Advertising screens, stickers, signs, and illuminated displays must be integrated into the furniture and interior design; their colour scheme must maintain the interior's cohesiveness, and their content must be approved in advance by the Lessor. Signs and stands for seasonal campaigns must also be agreed upon with the Lessor in advance each time. All information must be printed – handwritten information is prohibited.
- 1.1.9. The Lessee must ensure that the Trademark is used inside and outside the store, as well as in all promotional materials, including the store's signage, decor, advertising materials, employee uniforms, and other interior elements. Throughout the term of the Agreement, the furniture, advertising materials, retail equipment, and other interior elements installed in the Premises must be regularly cleaned and maintained, and any worn-out items must be promptly repaired or replaced with new ones.
- 1.1.10 Lighting:
  - 1.1.10.1 LED technology should be the primary source of lighting in the store.
  - 1.1.10.2. The store's lighting system and its individual components must be controlled automatically and in real time in response to the intensity of natural light entering the store.
  - 1.1.10.3. The main lighting in the store may be combined with additional custom lighting elements (e.g., strip lighting on the floor and/or walls).
  - 1.1.10.4. Retail furniture display shelves must be equipped with directional lighting that highlights the merchandise.
  - 1.1.10.5. All components of the lighting system must be approved by the lighting designer.

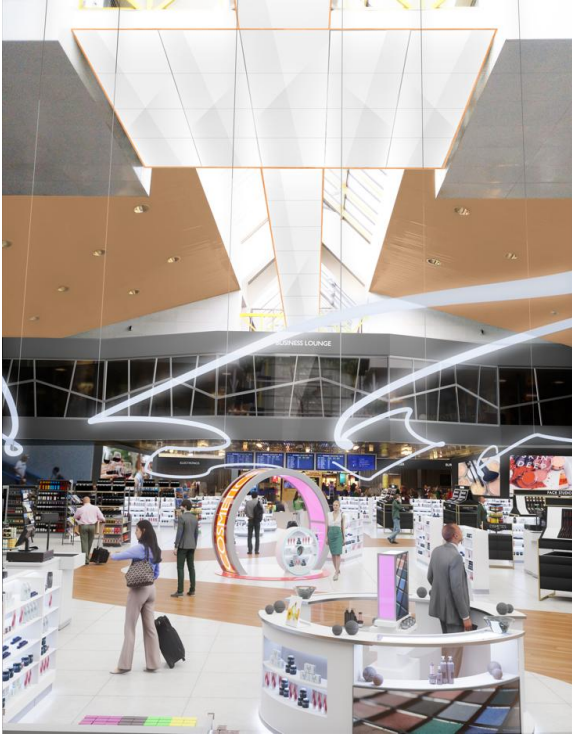
**2. INTERIOR DESIGN STYLE**

When fitting out the Premises, the Lessee shall comply with the fit-out guidelines set forth in the commercial development plan for the Vilnius Airport passenger terminal.

Visualizations:







Photos from the departure terminal, reflecting the future interior design:



### 3. STORE DESIGN PROJECT

- 3.1. The competition winner who has signed a Premises Lease Agreement with LTOU (hereinafter – the Lessee) must prepare and coordinate with LTOU a design for the interior of the store at their own expense and using their own resources (hereinafter – the Design).
- 3.2. The Design, together with the design solutions, shall include the layout of the Store, the layout of internal systems, fit-out solutions, and the engineering, technical and other solutions for the premises, together with the Store fit-out detailed design documentation, a description of the technical conditions for the fit-out, including material specifications, working drawings and other details typically required for a technical (engineering) project. The fit-out solutions provided in the Design must comply with the following criteria:
- 3.2.1. shall comply with the requirements set out in the Responsibility Matrix (see clause 4), if such requirements are specified;
- 3.2.2. shall not adversely affect the structural stability of LTOU Buildings, taking into account the applicable safety requirements;
- 3.2.3. the implementation of the solutions (including materials, components, etc.) shall be compatible with the Lithuanian market (i.e. the availability of materials on the Lithuanian market, delivery times, etc.);
- 3.2.4. The Design shall be prepared and signed by a certified architect and submitted to LTOU for approval in electronic form.
- 3.2.5. The Lessee shall submit the Premises Fit-Out Design to LTOU as early as possible, but no later than within 2 (two) months from the date of execution of this Agreement. Any delay in submitting the Design by the specified deadline shall be considered a delay caused by the Lessee.
- 3.2.6. The Lessor shall have the right to reject any Design solutions that do not comply with the requirements applicable to the Design. Where LTOU identifies such deficiencies in the Design and reasonably refuses to approve the relevant Design solutions, the Lessee shall immediately correct the Design and resubmit it to LTOU for approval. In such case, the obligation to submit the Design shall be deemed fulfilled on the date on which L receives the duly corrected Design. The Parties undertake to make all reasonable efforts to ensure that the Premises Design is approved no later than within 2 (two) months from the date of execution of this Agreement. The Design approval process shall be carried out via electronic correspondence and meetings. LTOU's approval of the final Design (i.e. when the Design is deemed approved) shall be provided to the Lessee by email.
- 3.2.7. The Lessee confirms that it understands that the works shall not affect passengers, airport operations, or the activities of commercial partners, or that any such impact shall be kept to a minimum.

### 4. RESPONSIBILITY MATRIX

Responsibility Matrix for the Premises.

RESPONSIBILITIES	LESSOR	LESSEE
<b>PREPARATION FOR CONSTRUCTION</b>		
Drawings of the Premises (DWG)	√	
Interior concept of the Premises (agreed with the Lessor)		√
Technical working design for the fit-out of the Premises (agreed with the Lessor)		√
<b>FIT-OUT</b>		
<b>Floors</b>		
Existing floor finish	√	
New floor finish (at the Lessee's request)		√
Connection of the floor finish with the Lessor's flooring		√
Removal of the new floor finish and restoration of the existing floor finish (unless otherwise agreed in writing with the Lessor)		√
<b>Ceilings</b>		
Ceilings (reinforced concrete slab or equivalent)	√	
Existing ceiling finish	√	
New ceiling finish (at the Lessee's request)		√
Removal of the new ceiling finish and restoration of the existing ceiling finish (unless otherwise agreed in writing with the Lessor)		√
<b>Walls</b>		
External walls of the Premises (perimeter walls), façade	√	

Existing external finish of the external walls and facade of the Premises	√	
Internal finish of the external walls of the Premises and facade		√
Internal partitions of the Premises		√
Finish of internal partitions of the Premises		√
Partition walls between the Premises of separate Lessees	√	
Finish of partition walls between the Premises of separate Lessees		√
<b>Other</b>		
Existing external doors	N/A	
Existing internal doors	N/A	
Special doors within the Premises (for fire safety or other requirements)		√
Protective shutters (or other protective barriers) for the entrance to the Premise		√
Lessee's logo on the facade or elsewhere outside the Premises		√
<b>WATER AND SEWAGE</b>		
General cold water and sewage connections	N/A	N/A
Bringing general cold water and sewage connections to the Premises	N/A	N/A
Internal water and sewage systems	N/A	N/A
Water meter	N/A	N/A
<b>HVAC</b>		
General air distribution and heating system of the common areas (piping, diffusers, etc.)	√	
Connection of the Premises to the air distribution and heating system of the common areas		√
Additional heating and cooling devices and their connection inside the Premises		√
Grease trap	N/A	N/A
Special ventilation	N/A	N/A
<b>ELECTRICAL SYSTEMS</b>		
15 kW power electrical connection up to the Premises	√	
Electrical connection box	√	
Light fixtures, sockets and switches in the Premises	√	
Installation of new cables for light fixtures, sockets and switches in the Premises		√
Security system against theft and robbery		√
Access control system		√
Data network (internet service, internal network, equipment)	√ (LAN entry)	√
<b>FIRE PROTECTION</b>		
Existing fire alarm system of the building (including equipment)	√	
Connection of the fire protection system of the Premises to the building fire protection system (if the existing system is changed)		√
Existing external and internal hydrants	√	
Change of the locations of existing external and internal hydrants and/or installation of new hydrants		√
Evacuation schemes and signs of the Premises, fire alarm guidelines		√
<b>EQUIPMENT AND FURNITURE</b>		
Furniture, chairs, counters, cabinets, shelves, etc.		√
Computer equipment, TV screens, speakers, etc.		√

Annex 8 to the  
**Notice of an Open Competition for the  
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**PASSENGER FORECAST**

	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
VNO	5 916 829	6 111 323	6 418 449	6 598 165