

SCHEDULE OF FEES & CHARGES

Stöcker Flughafen GmbH & Co.KG

Effective as of 1 July, 2018

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1. General Terms and Conditions

Stöcker Flughafen GmbH & Co. KG (hereinafter “SFG”) levies airport charges in line with this Schedule of Fees & Charges and subject to the following terms and conditions of business.

The services listed in the Schedule of Fees & Charges are provided upon request insofar as personnel, equipment and vehicles can be made available for the purpose. There is no legal entitlement to the provision of these services, unless a contractual obligation is in place.

Even after accepting an order, SFG reserves the right to cancel the order or to not carry out or to discontinue the order when its capacities, in terms of personnel, equipment or vehicles, are otherwise fully used as a result of other obligations within the scope of operational service requirements. The same shall also apply in cases where force majeure, industrial action or natural catastrophe makes the provision and/or the continuation of services ordered either impossible or unreasonably difficult.

Services carried out that are not included in this Schedule of Fees & Charges shall be charged separately. The provisions of the Airport Usage Regulations also apply.

Stöcker Flughafen GmbH & Co.KG reserves the right to identify unknown aircraft operators, at the respective aircraft operator's expense, and to add costs including a processing fee to the invoice amount.

2. Landing Charge based on MTOM

2.1. Aircraft operators are required to pay a charge to the airport operator for every landing of their aircraft at the airport.

The following parties are liable as debtors for the Landing Charge:

- a) as joint and several debtor, the airline under whose airline code and flight number the flight is operated; in the case of code share flights with a common flight number for two or more airlines, the airline actually operating the flight;
- b) the aircraft operator and/or owner;

- c) the natural or legal person having usage of the aircraft whilst not the aircraft's operator or owner.

2.2 The Landing and Take-Off Charge is calculated, , regardless of the respective deployment criteria, on the basis of the Maximum Take-Off Mass (MTOM*) of the aircraft as recorded in the aircraft license (Airplane Flight Manual AFM).

*) The MTOM is to be proven by presenting the aircraft's Certificate of Airworthiness (CofA). Until this document is presented, the highest certified MTOM for this model of aircraft shall be assumed. Retroactive reimbursements will not be issued.

The portion of the Landing Charge levied on the basis of the maximum take-off mass (MTOM) of the aircraft is for

Aircraft,			
up to 2,000 kg MTOM			
	licensed according to ICAO Annex 16 and/or LSL*) , which fulfil the increased noise protection requirements**), or LVL***)	licensed according to ICAO Annex 16 and/or LSL*)	not licensed according to ICAO Annex 16 and/or LSL*)
per landing			
gliders	€ 1.15		
ultra-light aircraft	€ 8.05		
up to 1,000 kg MTOM	€ 10.35	€ 15.53	€ 20.70
1,001 – 1,200 kg MTOM	€ 11.50	€ 17.25	€ 23.00
1,201 – 1,800 kg MTOM	€ 21.85	€ 32.78	€ 43.70
1,801 – 2,000 kg MTOM	€ 24.15	€ 36.23	€ 48.30
exceeding 2,000 kg MTOM, per 1,000 kg or part thereof			
per landing			
exceeding 2,001 kg MTOM	€ 9.20	€ 18.40	€ 46.00

*) Aircraft fulfil the specified requirements insofar as it is documented that they do not exceed the approved noise thresholds; evidence shall consist of certification documents issued by a licensing authority or, in individual cases, comparable documents issued by the manufacturer.

The charge shall be calculated on the basis of the presentation, immediately after landing, of complete documentation, verifiable by SFG, which provides evidence of the fulfilment of the conditions specified above.

If the required evidence is not provided, fees shall be calculated according to the noise category "not licensed according to ICAO Annex 16 and/or LSL". **Retroactive reimbursements will not be issued.**

**) Aircraft which fulfil the increased noise protection requirements in the sense of the Landeplatz-Lärmschutz-Verordnung ("Airfield Noise Protection Regulations") of 5 January, 1999 (Nfl 1-134/99 or BGBl I S.35).

Aircraft with noise certification in accordance with ICAO Annex 16 Chapter 6 and/or LSL ("Aircraft Noise Requirements") Chapter VI, which fall below the noise thresholds in ICAO Annex 16 Chapter 6 Section 6.3 and/or LSL Chapter VI, Table VI 2.3 by more than 8 db(A) or in Table 2.4 by more than 4 dB(A);

***) LVL ("Noise Regulation for Aircraft") from 01 July, 2003 (NfL II 65/2003)

a) Touch-and-go landings

The portion of the Landing Charge based on the maximum take-off mass of the aircraft is also levied in the case of touchdown with immediate subsequent take-off (touch-and-go landing).

b) Low approach

An approach to the airport (low approach) without landing shall be counted as a landing for purposes of calculating the Landing Charge. A rebate of 50% shall be granted on the Landing Charge listed in Subsection 2.2.

2.3 Fixed rates for resident flight training schools and aerial sport clubs

Resident flight training schools and aerial sport clubs may choose a monthly Landing Charge fixed rate instead of the take-off and Landing Charges listed in Point 2.2.

Before the start of the calendar year, the resident flight training schools and aerial sport clubs inform the airport operator if they wish to take advantage of the fixed rates for the coming calendar year.

For aircraft up to 2,000 kg MTOM, operated by a flight training school or aerial sports club resident at Lübeck Airport, the monthly fixed rate Landing Charge is

without noise emission certification	€ 244.20
with noise emission certification	€ 191.40

The Take-off and Landing Charges according to Subsection 2.2 and the rebates according to Subsection 4c do not apply when calculating fixed rates.

An **emergency landing** resulting from technical problems or failures encountered on an aircraft, or from a threatened or real act of violence, shall not be subject to Landing Charges, provided Lübeck Airport was not the scheduled or planned destination of the flight in question.

A diverted landing shall not be considered to be an emergency landing.

3. Variable Landing/Take-off Charge based on passengers

For commercial flights, in addition to the Landing Charges specified in Section 2, a variable Landing/Take-off Charge shall also be levied, calculated on the basis of the number of passengers on board the aircraft at the time of landing or take-off respectively.

The charge per passenger shall be

- a) if the prior take-off and/or subsequent landing of the aircraft took place or is scheduled to take place at an airfield within the Federal Republic of Germany or within a nation subject to the Schengen Agreement **€ 4.00**

b) if the prior take-off or subsequent landing of the aircraft took place or is scheduled to take place at an airfield not fulfilling the requirements of Subsection 3a **€ 4.50**

c) Children under the age of 2 years at the time of landing, without assigned seats on the aircraft, are not included in calculating the Passenger Charge.

4. Special Usage Charge

a) A Special Usage Charge shall be levied for every take-off and every landing taking place outside of published operating hours. This shall serve to finance the additional costs resulting from this aircraft movement. The charge per half hour or part thereof shall be **€ 250.00**

b) For airport illumination at night (*) or when requested by the pilot, a surcharge shall be levied in addition to the Landing Charge.

Per half hour or part thereof, per aircraft, this shall amount to **€ 30.00**

(*) Article 2 of the SERA Regulation defines night as follows:

The hours between the **end of evening civil twilight** and the beginning of morning civil twilight. Civil twilight ends in the evening when the centre of the sun's disc is 6 degrees below the horizon and begins in the morning when the centre of the sun's disc is 6 degrees below the horizon.

c) Aircraft stationed at the airport (the prerequisite is a contract with the airport operator for hangar space or parking) shall be eligible for rebate of

– 10 % of the Landing Charges listed in Subsection 2.2

– 20% of the Special Usage Charge listed in Subsection 4a

d) A rebate of 50% shall be granted on the Special Usage Charge listed in Subsection Punkt 4a for air ambulance and medical care flights.

5. Positioning Charge

Aircraft operators are required to pay a charge to the airport operator for parking their aircraft at the airport. This Positioning Charge shall be calculated on the basis of the maximum take-off mass of the aircraft.

Per 24 hours or part thereof and per 1,000 kg MTOM or part thereof, the Positioning Charge amounts to **€ 5.00**

No Positioning Charge shall be levied for parking an aircraft up to a maximum of 1 hour between landing and take-off.

6. Due date

All charges arising from this Schedule of Fees & Charges are to be paid before take-off in euros in cash, by EC card or by credit card. An exemption can only be granted when the customer has made an advance payment.

In special cases, subject to prior agreement with the airport operator, charges may be paid later on invoice. Invoicing shall take place after the service has been provided. Invoices are to be paid without deduction in EUROS to one of the airport operator's bank accounts. In the event of late payment, the airport reserves the right to levy interest for late payment of 8 percentage points above the base rate at the time, in accordance with Article 247 of BGB ("German Civil Code"), and where appropriate to require advance payment in future.

7. Value Added Tax

All charges and fees count as charges ("Entgelte") in respect of Article 10, Paragraph 1 of the Umsatzsteuergesetz ("Value Added Tax Act"). The legal person liable for the charge is therefore liable for Value Added Tax, insofar as no exemption according to the provisions of the Umsatzsteuergesetz is applicable.

8. Liability

The customer (airline, aircraft operator or the person making use of the aircraft) shall be liable to the airport operator for all damages to person and property caused by the behaviour of the customer or the customer's employees and other assistants or representatives during the fulfilment of ordered services.

The airport operator shall not be liable for damage to property arising from or in connection with the provision of requested services or from the provision of equipment, tools and facilities, except where such damage is caused by the negligent or wilful action of the airport operator or its employees or other assistants. This shall also apply in cases where the airport operator assumes responsibility for the care of items of property when such assumption of responsibility is not essential to the provision of the requested service or when an alternative safe storage of the item(s) is available to the customer.

The customer (airline, aircraft operator or the person making use of the aircraft) indemnifies the airport operator against all claims lodged by third parties in association with the provision of services requested, except where these claims arise as a result of the negligent or wilful action of the airport operator or its employees or other representatives or assistants.

9. Place of fulfilment, competent jurisdiction

Any contractual relationship arising between SFG and the airline or the person liable for charges shall be subject exclusively to the laws of the Federal Republic of Germany.

This Schedule of Fees & Charges is published in the German and English languages. In the case of any dispute, the German text alone is binding.

The place of fulfilment and competent jurisdiction is Lübeck, Germany.

Should any part of this Schedule of Fees & Charges be ineffective in law, this shall not make the rest of the Schedule of Fees & Charges ineffective.

Legal persons liable for charges not resident in the Federal Republic of Germany with whom the airport has a long-term business relationship are required to nominate a person or representative, resident in the Federal Republic of Germany, who is authorised to accept service of documents. The same shall apply when the legal person liable for charges relocates its official residence outside the Federal Republic of Germany after the commencement of the business relationship.

10. Entry into force

This Schedule of Fees & Charges entered into force on 01 July 2018, replacing the version from 15 June, 2017.

Stöcker Flughafen GmbH & Co.KG

Landesbetrieb für Strassenbau und Verkehr
Schleswig-Holstein

Prof. Dr Jürgen Friedel
(Managing Director)

Lübeck, 08 June, 2018

Kiel, _____