

# AIRPORT CHARGES

## PART I

**Airport Rostock-Laage-Güstrow GmbH (RLG)**

**Effective April 01, 2017**

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## **1. General Terms and Conditions**

The Airport Rostock-Laage-Güstrow GmbH (RLG) imposes the following Airport Charges in accordance to this document and its following conditions.

The Services listed in this document will be provided on request as far as personnel, equipment and vehicles are available and can be allocated. A legal claim to perform these services does not exist except an obligation under a contract is signed by the RLG.

Even after accepting an obligation the RLG reserve the right to cancel, postpone or discontinue any order if their capacities/capabilities are exhausted/exploited due to other commitments within their continuous duty operations. The same applies in case of acts of nature beyond control, measures of labor dispute or natural disasters which will preclude or safe operations or result in an unreasonable expense.

Applied services not covered by this document will be charged separately. In addition the Airport User Regulation applies.

## **2. Landing Charges based on MTOW**

### **2.1. All customers are subjected to the payment of charges to the Airport RLG for each landing at the airport. Debtors of all such charges are**

- a) the customer as joint debtor for performing the respective flights under its airline code and flight number, in case of code sharing with a common flight number from two or more airlines it will be the operating customer
- b) the customer and/or aircraft owner(s);
- c) the natural or legal person using the aircraft without being owner or operator.

### **2.2. Landing Charges are based**

- a) on the maximum take-off weight (MTOW) \*) as entered in the Certificate of Airworthiness, independent of any individual operational criteria

\*) The MTOW must be proven by a valid Certificate of Airworthiness – CofA of the aircraft. Until this document has been presented, all charges will be based on the highest certified MTOW of this aircraft type. No retroactive refunds will be made.

the charges based on the max take-off weight (MTOW) of an aircraft are as follows:

<b>Propeller-driven a/c, motor glider, aerial sports equipment and helicopters</b>			
<b>Up to 2,000 kg Max Take-off Weight</b>			
	Certified acc. to ICAO Annex 16 resp. LSL *) conforming with increased noise reduction requirements **) resp. LVL (***)	Certified acc. to ICAO Annex 16 resp. LSL *)	Not certified acc. to ICAO Annex 16 resp. LSL *)
for each landing			
Ultralights	6,00 €		
MTOW up to 1,200 kg	6,00 €	6,50 €	10,00 €
MTOW from 1,201-1,400 kg	9,00 €	10,00 €	12,00 €
MTOW above 1,400 up to 2,000 kg	13,00 €	19,00 €	24,00 €
<b>above 2,000 kg Max Take-off weight for each 1000kg or part thereof</b>			
for each landing			
MTOW above 2,000 kg up to 6,000 kg	10,00 €	14,00 €	38,00 €
MTOW above 6,000 kg	4,90 €	4,90 €	4,90 €

\*) Aircraft comply with these requirements if certification documents issued by a certifying authority or other acceptable documentation by the aircraft's manufacturer proves in each individual case that the certified noise level limits will not be exceeded.

Relevant for the calculation of charges is the actual submission of complete proof of compliance of the conditions mentioned before, which can be verified by RLG immediately after landing.

If such proof cannot be produced, all charges will be calculated as if the aircraft were certified according to ICAO Annex 16 chapter 2.

Retroactive refunds will not be made.

\*\*) Aircraft meeting the increased noise protection requirements in the dense of the Airfield Noise Protection Regulation dated 5<sup>th</sup> January 1999 (published in NfL I-134/99 and BGBl I P.35 resp.) are aircraft with a noise certificate acc. to ICAO Annex 16 chapter 6. resp. LSL Chapter IV, which fall below the noise level limits as per ICAO Annex 16 Chapter 6 Para 6.3 resp. LSL Chapter VI Table VI 2.3 by more than 8db(A) or acc. Table 2.4 by more than 4db(A);

aircraft with a noise certificate acc. to ICAO Annex 16 chapter 10 resp. LSL Chapter X, which fall below the noise level limits as per Table X 2.4 by more than 4db(A).

\*\*\*) Noise regulation for aircraft (LVL) dated 1<sup>st</sup> July 2003 (as published in NfL II 65/2003)

<b>Jet Aircraft</b>				
	Certified acc. to ICAO Annex 16 Chapter 3 and Bonus List *)	Certified acc. to ICAO Annex 16 Chapter 3 *)	Certified acc. to ICAO Annex 16 Chapter 2 *)	Not certified acc. to ICAO Annex 16
MTOW	each landing			
≤ 6.000 kg		76,00 **) €	172,00 € **)	390,00 € **)
6.001 bis 14.000 kg	60,00 € **)	130,00 € **)	260,00 € **)	440,00 € **)
MTOW über 14.000 kg	for each landing for each 1,000kg MTOW or part thereof			
14.001 bis 60.000 kg	5,00 €	7,00 €	19,60 €	30,00 €
60.001 bis 105.000 kg	4,80 €	6,80 €	18,00 €	30,00€
105.001 bis 150.000 kg	4,60 €	6,60 €	16,40 €	30,00€
150.001 bis 200.000 kg	4,30 €	6,30 €	14,80 €	30,00€
≥ 200.001 kg	4,00 €	6,00 €	13,20 €	30,00 €

\*) Jet aircraft comply with the requirements of ICAO Annex 16 Chapters 2 or 3 if certification documents issued by a certifying authority or other acceptable documentations by the aircraft's manufacturer proves in each individual aircraft's case that the noise level limits stipulated in these Chapters are not exceeded.

\*\*) flat rate independent of the aircraft's individual MTOW

The bonus list of the Germany Federal Ministry of Transportation (published in the "Nachrichten für Luftfahrer", part I, No. 83/2003 dated 20<sup>th</sup> March 2003) includes the following types in addition to all aircraft types with an MTOW of up to 25 tones:

<b>Airbus A300</b>	<b>Boeing 717</b>	<b>Canadair RJ</b>
<b>Airbus A310</b>	<b>Boeing 727-100 (Reengined</b>	<b>Fokker 70 / 100</b>
<b>Airbus A318</b>	<b>mit / with 3 Tay engines)</b>	<b>Grumman Gulfstream IV / V</b>
<b>Airbus A319</b>	<b>Boeing 737-300 / 400 / 500</b>	<b>Ilyushin IL-76TD-90VD</b>
<b>Airbus A320</b>	<b>Boeing 737-600 / 700 / 800 / 900</b>	<b>Lockheed L-1011</b>
<b>Airbus A321</b>	<b>Boeing 747-400</b>	<b>(nur Abflug / departure only)</b>
<b>Airbus A330</b>	<b>Boeing 757</b>	<b>McDonnell Douglas DC 8-70 Series</b>
<b>Airbus A340</b>	<b>Boeing 767</b>	<b>McDonnell Douglas DC-10 Series</b>
<b>Airbus A380</b>	<b>Boeing 777</b>	<b>(nur Abflug / departure only)</b>
<b>BAe 146/AVRO RJ Series</b>	<b>Bombardier Dash 8-400</b>	<b>McDonnell Douglas DC-10-30 (nur Anflug)</b>
<b>Embraer EMB-170</b>	<b>Bombardier BD-700 Global Express</b>	<b>McDonnell Douglas MD 11</b>
<b>Embraer EMB-175</b>		<b>McDonnell Douglas MD-80 Series (nur Anflug)</b>
<b>Embraer EMB-190</b>		<b>McDonnell Douglas MD-90</b>
<b>Embraer EMB-195</b>		<b>Tupolew 204</b>

Relevant for the calculation of charges is the actual production of a complete proof of compliance to the conditions mentioned before, which can be verified by RLG immediately after landing.

If such proof cannot be produced all charges will be calculated as if the aircraft were certified according to ICAO Annex 16 Chapter 2.

Retroactive refunds will not be made.

**Charges according to paragraph 2 till 8 can be reduced on request due to a high number of aircraft movement related to air traffic listed from a) to c). A separate agreement between customer and RLG is required.**

**a) by training and familiarization flights**

Training flights are flights during which trainee pilots in the course of their aeronautical training by authorized establishments gain experience to obtain their pilot license, or those flights necessary to obtain licenses according to the German Regulation for Aviation Personnel (LuftPersV) resp. JAR/EASA FCL-1 and 2.

Familiarization flights are flights for aeronautical and technical instruction, difference instruction and familiarization of licensed pilots. The instructor pilot must hold the relevant type rating and all necessary licenses; the instructor pilot must be on board of the aircraft together with the trainee.

**b) by technical test flights**

Technical test flights are flights for the test of aircrafts before their first admittance or after execution of maintenance works.

**c) by Touch and Goes**

The applicable landing fee based on MTOW will be charge for performing touch and goes (landing with an immediate acceleration for take-off) also.

**General Condition for calculating landing charges based on MTOW**

Flying two approaches without landing/touch&go (low approaches) within 2 hours at the airport will be considered as a landing charged according to paragraph 2.

No charges will be levied for **emergency landings** due to technical defects of the aircraft or due to actual or threatened violence, provided Rostock-Laage was not the intended destination anyhow. Diversion landings are not considered emergency landings.

**Civil government aircraft** are exempt from landing charges provided the aircraft is operating on a Government mission. The same exemption is applicable to aircraft piloted by an employee of a regional or federal aviation authority on an official mission. Such civilian Government aircraft must be owned by the Federal Republic of Germany or one of the Federal States of Germany, and must have civilian registration. This applies only within the operating hours.

### 3. Variable Passenger Charges

For commercial flights, in addition to weight-related landing charges as shown in paragraph 2, variable passenger charges are levied which are based on the number of passengers on board of an aircraft during landing resp. take-off. These are for each passenger

- a) if the previous take-off resp. the subsequent landing was/is planned to be at an airport within the Federal Republic of Germany or in a country where the Schengen Agreement is applicable; and

the volume of passengers per anno of a customer taking-off/landing at RLG:

- up to 4.999 Passagiere 4,00 € / passenger
- 5.000 passenger - 39.999 passenger 1,90 € / passenger
- above 40.000 passenger 1,70 € / passenger

- b) if the previous take-off took resp. the subsequent landing was/is planned to be at an airport other than the ones outlined in paragraph 3 a before:

the volume of passengers per anno of a customer taking-off/landing at RLG:

- up to 4.999 passenger 4,50 € / passenger
- 5.000 passenger – 39.999 passenger 2,90 € / passenger
- above 40.000 passenger 2,70 € / passenger

The reduced variable passenger charges accounted for passenger above 5.000 per anno will be applicable

- if the customer operates the flights on its own commercial risk (not as full charter operations)
- if the customer agrees together with the RLG (in accordance with their respective flight plan of the calendar year) on the expected volume of passenger in written form.

If the passenger volume of the customer falls short of their respective agreement with the RLG it is obligated on request by RLG to refund the price advantages in regard to the reduced variable passenger charges. The resulting difference is to be paid later from the customer to the RLG.

There is no respective obligation for the RLG to refund in regard of exceeding the expected passenger volume.

- c) No PRM-charges will be imposed.
- d) The number of passengers on board the aircraft during landing and take-off will not include children under the age of 2 years who are not entitled to occupy their own seat.

#### **4. Air Traffic Accretion Conditions and Promotion Scheme**

In order to generate a sustained and dynamic growth of air traffic operations at Rostock airport, RLG offers the customers the following incentives (only if the customer operates the flights on its own commercial risk - not as full charter operations).

The following rebates will only be granted, if the customer will agree with the RLG upon the expected volume (passenger or MTOW) before a new route will be established, resp. before the new business year in written form. The agreement is based on a recommended flight plan from the customer and their projection of the passenger volume calculated from the loadfactor. This will depict if the limit will be met or exceeded in the following business year.

If the volume (passenger/MTOW) of the customer falls short of their respective agreement with the RLG it is obligated on request by RLG to refund the price advantages in regard to the rebates. There is no respective obligation for the RLG to refund in regard of exceeding the expected volume. The resulting difference is to be paid later to the RLG.

#### **Accretion and Destination Promotion Scheme**

The air traffic promotion conditions serve to generate an increased passenger and freight tonnage volume at Rostock Airport. All customers are entitled for the air traffic promotion subsidies, which will be granted in a fair, transparent manner and devoid of any discrimination.

In order to improve connections to and from Rostock Airport on a long term basis and sustained manner the following promotional subsidies will be granted:

- Setting up an new flight connection to/from airport RLG to new destinations (markets) or
- Increase of volume (freight tonnage or passenger)

Entitled is each customer including partner (same flight number), which establishes their flight connections in a sustainable manner. The individual requirement of the air traffic promotion conditions must be met. Therefore the customer and RLG must prove their entitlement and compliance with the required conditions in an adequate manner.

The air traffic promotion conditions will not apply for passenger and freight tonnage growth as well not for new destination if the respective promotion condition results from code sharing or other forms of cooperation of customers in regards of adapting routes, connections, destinations, frequencies (schedules) or flights of any other airline company.

#### **Application and interaction (interdependency) of the Destination and Accretion Promotion Scheme are as follow:**

With setting up a new flight connection to a new destination airport the entitled customer may elect either the destination promotion scheme or accretion promotion scheme. The customer must have chosen their option before setting up the new flight connection. Once the customer made the selection it is committed to their choice.

## a) Destination Promotion Scheme

A new destination is defined as a regular flight connection (min. twice a week) to airports which have not been served by a customer out of Rostock Airport during the last 6 months. The new destination must be served at least for two consecutive flight periods.

The destination rebate is in the

- first timetable period 80%, in the
- second timetable period 60%, in the
- third timetable period 40%, in the
- fourth timetable period 20 % and in the
- fifth timetable period 10%

of the fixed landing charges based on MTOW (see paragraph 2) and of the variable passenger charges (see paragraph 3) of the respective operation.

The incentive period for the destination promotion scheme lasts 5 timetable periods.

If the customer will halt operation on the new route / flight connection before the expiry of the 5 timetable periods, the destination subsidies are to be refunded to the RLG as follows

- for the first timetable period 70%, for the
- second timetable period 50%, for the
- third timetable period 30%, for the
- fourth timetable period 15 % and for the
- fifth timetable period 5%

of the fixed landing charges based on MTOW (see paragraph 2) and of the variable passenger charges (see paragraph 3) of the respective operation.

The RLG is entitled to offset already granted promotional subsidy against any due and undisputable debits from a customer in question.

## b) Accretion Promotion Scheme

RLG offers all customers including partners (same flight number) an accretion rebate per flight movement for an increased passenger or freight tonnage volume in comparison to the preceding calendar year for a maximum of 5 years. An increase in freight tonnage means growth in the MTOW compared with the previous year in question. An increase in passenger volume means growth in passenger numbers in comparison to the previous year in question.

All air traffic at the date this fee schedule comes into effect, apart from traffic subsidized under the destination promotion scheme, will be subsidized according to the level of growth achieved in the initial year of this scheme (being the calendar year these regulations come into force and effect) The level of growth shall be determined by comparing the passenger volume at the end of the first year with the passenger value of the previous year. All traffic at the date this fee schedule comes into force and effect shall then receive subsidies in

accordance with the graded scales below for 5 years from the date such growth is achieved (i.g. from the date of the additional frequency or route, as the case may be).

- Subsidies will only be provided in the years subsequent to the time the initial growth was achieved on the condition that the initial growth does not decline by more than 10%. If there is a decline by more than 10% of the initial growth, the growth incentive class will be redefined and the growth incentive shall then be paid based on the new class and initial incentive year reached.
- The volume of traffic in the subsequent years will be compared with the basic levels achieved up to that point. If further growth ensues and a new threshold is crossed in line with the graded scales listed below, subsidies will also be provided for this level of traffic (i.e. the growth element) for 5 years from the date such growth is achieved.
- The Accretion Promotion schemes will only be granted if the customer operates at least one destination at two subsequent schedule periods either for Passenger or freight tonnage (based on MTOW) and will be accounted for the resp. charge. A combination of both subsidies is not possible.

The RLG is entitled to offset already granted promotional subsidy against any due and undisputable debits from a customer in question.

### Promotional Subsidies available according to Variable Passenger Charges (paragraph 3)

Class	PAX-Growth p.a.	Discount for 1st year	Discount for 2nd year	Discount for 3rd year	Discount for 4th year	Discount for 5th year
1	5.000	6%	5%	4%	2%	0%
2	10.000	8%	6%	5%	3%	1%
3	15.000	12%	9%	7%	4%	2%
4	20.000	16%	13%	9%	6%	3%
5	50.000	25%	20%	15%	10%	5%
6	100.000	30%	25%	20%	12%	6%
7	150.000	40%	30%	25%	17%	9%
8	200.000	50%	42%	30%	21%	12%
9	250.000	60%	55%	45%	30%	18%

or

### Promotional Subsidies available according to Landing Charges based on MTOW (paragraph 2)

Class	MTOW-Wachstum in t p.a.	Discount for 1st year	Discount for 2nd year	Discount for 3rd year	Discount for 4th year	Discount for 5th year
1	4.000	6%	5%	4%	2%	0%
2	7.000	8%	6%	5%	3%	1%
3	10.000	12%	9%	7%	4%	2%
4	15.000	16%	13%	9%	6%	3%
5	25.000	25%	20%	15%	10%	5%
6	50.000	30%	25%	20%	12%	6%
7	75.000	40%	30%	25%	17%	9%
8	100.000	50%	42%	30%	21%	12%
9	125.000	60%	55%	45%	30%	18%

## 5. ATC Service Charge

In addition to the regular landing fee based on MTOW an ATC service charge applies for using ATC services and infrastructure per approach (accounted for intended landing, touch & go or low approach)

The fee amounts to:

**2,50 € for each 1.000 kg MTOW**

## 6. Infrastructure Charge

An infrastructure charge will be imposed on commercial and company/business air traffic. It is determined by the number of passengers on board a flight at take-off.

The fee amounts to:

**2,00 € per passenger**

## 7. Additional Charges outside published operating hours

An additional fee applies for each landing and/or take-off outside the per NOTAM published operating hours. Baseline for imposing the additional charge is the published closure time of the airport until the take-off and/or landing time of the aircraft. This fee covers the additional cost for personnel outside operating hours.

The fee amounts to:

**for each half hour 125,00 €.**

The calculation starts from the time of place closure until the current landing or start time of the aircraft.

2 hours after or before the per NOTAM published operating hours a minimum of 2 hours will be charged.

Between 00:00 and 06:00 local time an additional 200,00 € will be charged once.

For home based aircraft as well due to a high number of passenger or air traffic movements separate agreements can be arranged.

## 8. Parking Charges

For aircraft parking, parking charges have to be paid by the customer to RLG.

The parking charges are based and calculated on the MTOW of the aircraft.

Parking charges for each 24-hour period or fraction thereof and for each 1,000 kg MTOW or fraction thereof, are

**2,95 €.**

For a maximum period of 2 hours between landing and take-off, no parking charges will be applied.

For aircraft owned by flying clubs who are having a separate contract with the Wehrbereichsverwaltung (military administration) for using the airfield Laage the parking fee is only applicable, if these aircraft is parked within the area operated by RLG.

Parking an aircraft for several subsequent days or for aircraft which are stationed at RLG entitles the customer to make an agreement with RLG for special conditions beforehand.

## **9. Terms of payment, payment due date**

All charges and fees of this document (Airport Charges) must be paid cash, per debit or credit card in EURO before taking-off. The condition to pay cash may only be waived, if the customer has either provided some kind of prepayment or a security in form of a bank guarantee on first demand without a condition of deposition under German law of a bank authorised to practise in Germany.

In special cases a previous agreement with RLG will enable to pay the required fees later via billing. The invoice is sent after the services are provided. Invoices must be settled immediately on receipt in Euros free of charge or costs on the accounts of RLG.

RLG retains the right to enforce an interest rate of 8 percentage points above the relevant base lending rate in line with section 247 of the German Civil Code if payments are delayed and also retains the right to demand advanced payments if necessary.

## **10. Value added tax**

All charges are fees in the sense of section 10 paragraph 1 of the law covering V.A.T. In accordance with this law, the debtor is therefore required to pay V.A.T. unless in the case of non-taxable or tax-free aviation revenues as defined by law and the company has demonstrate that the statutory prerequisites are fulfilled.

## **11. Liability**

Customers accept liability towards the airport operator (RLG) for any damage or loss to people or property which was caused by their behavior or the behavior of their employees and other vicarious agents in carrying out the request.

The airport operator (RLG) is not liable for any damage or loss to property, which arises in providing the required services or in connection with these or with machinery, tools and equipment which have been made available for use, unless the damage or loss was caused

intentionally or negligent by the airport operator (RLG) or its employees or its vicarious agents. This also applies in case the airport operator (RLG) takes objects in custody, when it is not absolutely necessary to carry out the order, or if a safe and reasonable alternative for storing the goods is available to the customer.

Customers exempt the airport operator (RLG) from any third party claims in connection with carrying out the order, unless these claims have been caused intentionally or negligent by the airport operator, its employees or its vicarious agents.

## **12. Place of Fulfillment, Place of Jurisdiction, Effectiveness**

Any contract between RLG and any customer or debtor according to this List of Charges will be governed exclusively by the laws of the Federal Republic of Germany.

This document is published in German and English languages. The German version of these general terms and conditions is authoritative. Translations are provided for information purposes only.

Place of fulfillment is Laage, Germany.

Place of jurisdiction is Rostock, Germany.

If any part of these terms and conditions invalid, the remainder is not, therefore, invalid.

Debtors that have their registered office outside of Germany and with whom a lasting business relationship exists are obligated to name an agent with a registered office in Germany authorized to take receipt of service. The same applies in the event a debtor moves its registered office to a location out-side of Germany after the business relationship has begun.

This List of Charges becomes effective on April 01, 2017 and replaces the previous version dated March 01, 2016.

Signed in the original document (see German Version)