

**Rules Governing Fees at Flughafen Berlin-Schönefeld GmbH (FBS)
for Berlin-Schönefeld (SXF) Airport**

Terms and Conditions of Business

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Approved by:

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1. General Terms and Conditions

1.1. Airport Operator, Contact

Flughafen Berlin-Schönefeld GmbH (FBS), legally represented by the directors of the company, levies airport charges according to these charges regulations and the General Terms and Conditions specified below. Any general terms and conditions of airport users which differ from these General Terms and Conditions do not apply even if FBS does not object.

The responsible contact concerning invoicing of airport charges, is the Corporate Financial Control & Corporate Development unit of FBS. Contact persons are indicated in all invoices and can be contacted at: verkehrsabrechnung@berlin-airport.de.

1.2. General Conditions

The services listed in the charges regulation are provided on request, as far as personnel, machinery and vehicles are available. There is no legal obligation to provide these services if no contractual obligation exists.

Even after accepting an request, FBS reserves the right to defer or not carry out the request or not continue carrying out the request, if its resources in terms of personnel, machinery or vehicles operate at full capacity as a result of its other obligations with regard to its operating responsibilities. The same applies in the case of force majeure, strikes or natural disasters, which either make it impossible to carry out or continue carrying out requests or unreasonably complicate the process.

Services or supplies not listed in the charges regulation are charged separately. Additionally, the conditions as set out in the regulation governing the use of the airport apply.

1.3. Exemptions

In case of emergency landings due to technical malfunctions of an aircraft, terrorist threats or a medicinal case of emergency there is no obligation to pay airport charges unless the airport is the originally scheduled destination of the flight. Diversionary landings are not considered emergency landings.

1.4. Charges debtor

Joint debtors for all fees specified in this charges regulation are:

- a) the airline carrying out the flight in question under its airline code/flight number;
- b) the airlines carrying out the flight in question under their airline code/flight (code sharing);

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- c) all aircraft operators,
- d) any natural or legal person using the aircraft who is not the owner or operator, such as a charterer or leaser.

1.5. Terms of payment

All charges must be paid cash in Euros before take-off to the airport operator or a body appointed by him. 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.

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 FBS. FBS 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. If the debtor is not a company or businessman, the interest rate on payments is 5 percentage points above the base lending rate.

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.

The right of the debtor to decide on redemption does not apply. Offsetting with claims that have not be recognised or legally established is excluded.

1.6. Charging Procedures

- The minimum time charged for services where an hourly rate is listed is half an hour plus set-up time, waiting time and travelling time - if not otherwise indicated in the charges regulation. In case of longer periods, the time charged will be rounded up in steps of thirty minutes.
- If there is no explicit indication that the operator or driver is included in the price when machinery and vehicles are made available, an additional price will be charged for the use of personnel.

The transport funding conditions outlined in 2 of the Fee Schedule expire on closure of Berlin-Schönefeld Airport and relocation to the future Berlin Brandenburg Airport. If an airline has not availed of the full funding period by 31.12.2011, the percentage rate applicable for 2011 as well as the percentage rate for the following year will be applied as the basis for calculating 2011. Only funding until relocation will be taken into consideration in 2012. This funding will only be granted on the condition that in 2012 the traffic volume for the respective airline does not fall short of the volume for 2011 by more than 3 per cent. Funding credit or funding stages will not be taken into account at the future Berlin Brandenburg Airport.

1.7. Liability

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

The airport operator 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 or its employees or its vicarious agents. This also applies in case the airport operator 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 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.

1.8. Final Conditions

The German version of this charge regulation is legally binding. Other-language translations are for information only. If any part of these terms and conditions invalid, the remainder is not, therefore, invalid.

German law applies.

The place of jurisdiction for Berlin-Schönefeld airport is Berlin.

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 outside of Germany after the business relationship has begun.