

This document constitutes the base prospectus of Deutsche Lufthansa Aktiengesellschaft in respect of non-equity securities within the meaning of Art. 2 (c) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 (the “Prospectus Regulation”) for the purposes of Article 8(1) of the Prospectus Regulation (the “Base Prospectus”).

LUFTHANSA GROUP

Deutsche Lufthansa Aktiengesellschaft

(Cologne, Federal Republic of Germany)

as Issuer

EUR 4,000,000,000 Debt Issuance Programme

(the “Programme”)

In relation to notes issued under this Programme, application has been made to the *Commission de Surveillance du Secteur Financier* (the “CSSF”) of the Grand Duchy of Luxembourg (“**Luxembourg**”) in its capacity as competent authority under the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*, the “**Luxembourg Law**”) for approval of this Base Prospectus.

The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the economic or financial opportunity of the operation or the quality and solvency of the Issuer or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

By approving this Base Prospectus, the CSSF does not assume any responsibility as to the economic and financial soundness of any issue of Notes under the Programme and the quality or solvency of the Issuer.

Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange and to trade Notes on the regulated market or on the professional segment of the regulated market of the “*Bourse de Luxembourg*”. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of the Market in Financial Instruments Directive 2014/65/EU, as amended or superseded, (the “**Regulated Market**”). Notes issued under the Programme may also not be listed at all.

The Issuer has requested the CSSF in its capacity as competent authority under the Prospectus Regulation to provide the competent authorities in the Federal Republic of Germany, the United Kingdom of Great Britain and Northern Ireland, the Republic of Austria and the Republic of Ireland with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation (the “**Notification**”). The Issuer may request the CSSF to provide competent authorities in additional Member States within the European Economic Area with a Notification.

Arranger

Deutsche Bank

Dealers

Barclays

Credit Suisse

Deutsche Bank

J.P. Morgan

Morgan Stanley

Société Générale

Corporate & Investment Banking

UBS Investment Bank

UniCredit Bank

This Base Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) as well as on the website of Lufthansa (www.lufthansagroup.com). This Base Prospectus is valid for a period of twelve months after the date of its approval. The validity ends upon expiration of 17 November 2021. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Base Prospectus is no longer valid.

Potential investors should be aware that any website referred to in this document does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

RESPONSIBILITY STATEMENT

Deutsche Lufthansa Aktiengesellschaft (“**Lufthansa**” or “**Lufthansa AG**” or the “**Issuer**”, together with its consolidated group companies, the “**Lufthansa Group**”) with its registered office in Cologne, Federal Republic of Germany accepts responsibility for the information given in this Base Prospectus and for the information which will be contained in the Final Terms (as defined herein).

The Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus for which it is responsible is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

By approving this Base Prospectus, the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer pursuant to Article 6 (4) of the Luxembourg Law.

IMPORTANT NOTICE

This Base Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference. Full information on the Issuer and any tranche of Notes is only available on the basis of the combination of the Base Prospectus and the relevant Final Terms (as defined herein).

The Issuer has confirmed to the Dealers (as defined herein) that this Base Prospectus contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the rights attaching to the Notes which is material in the context of the Programme; that the information contained herein with respect to the Issuer and the Notes is accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuer or the Notes, the omission of which would make this Base Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; that the Issuer has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

The Issuer has undertaken with the Dealers (i) to supplement this Base Prospectus or publish a new Base Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus in respect of Notes issued on the basis of this Base Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Base Prospectus has been approved and the final closing of any Tranche of Notes (as defined below) offered to the public or, as the case may be, when trading of any Tranche of Notes on a regulated market begins, and (ii) where approval of the CSSF of any such document is required, to have such document approved by the CSSF.

No person has been authorised to give any information which is not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or any other information in the public domain and, if given or made, such information must not be relied upon as having been authorised by the Issuer, the Dealers or any of them.

Neither the Arranger nor any Dealer nor any other person mentioned in this Base Prospectus, excluding the Issuer, is responsible for the information contained in this Base Prospectus or any supplement hereto, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. This Base Prospectus is valid for 12 months after its approval and this Base Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Base Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuer since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms come are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the United States of America, the European Economic Area, the United Kingdom, Japan, Switzerland and Singapore see “*Selling Restrictions*”. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and include Notes in bearer form that are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to United States persons.

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Important – EEA and UK Retail Investors

The Final Terms in respect of any Notes may include a legend entitled “**MiFID II Product Governance**” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

MiFID II product governance / target market

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

If the Final Terms in respect of any Notes include a legend entitled “**Prohibition of Sales to EEA and UK Retail Investors**”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”) or in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

The language of the Base Prospectus is English. The German versions of the English language Terms and Conditions are shown in the Base Prospectus for additional information. As to form and content, and all rights and obligations of the holders of Notes and the Issuer under the Notes to be issued, German is the controlling legally binding language if so specified in the relevant Final Terms.

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Programme is entitled to use the Base Prospectus, for the respective offer period so determined in the Final Terms, as set out in “Consent to the use of the Base Prospectus” below.

This Base Prospectus may only be used for the purpose for which it has been published.

This Base Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Base Prospectus and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any Notes.

In connection with the issue of any Tranche of Notes under the Programme, the Dealer or Dealers (if any) named as stabilising manager(s) in the applicable Final Terms (or persons acting on behalf of a stabilising manager) may over-allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin at any time after the adequate public disclosure of the terms of the offer of the relevant Tranche of the Notes and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilising manager(s) (or person(s) acting on behalf of any stabilising manager(s)) in accordance with all applicable laws and rules.

Amounts payable under Floating Rate Notes are calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute (EMMI) or (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Association (IBA). As at the date of this Base Prospectus, each of IBA and EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended (the “**Benchmark Regulation**”).

Any websites referred to in this Base Prospectus for information purposes only, does not form part of the Base Prospectus and has not been scrutinised or approved by the CSSF.

In this Base Prospectus, all references to “**EUR**” or “**euro**” are to the euro, the single currency of the member states participating in the European Monetary Union, to “**GBP**” or to “**Sterling**” are to British pounds the official currency of the United Kingdom, to “**USD**” or to “**U.S. dollar**” are to U.S. dollar, the official currency of the United States of America.

FORWARD-LOOKING STATEMENTS

This Base Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as “*anticipate*”, “*believe*”, “*could*”, “*estimate*”, “*expect*”, “*intend*”, “*may*”, “*plan*”, “*predict*”, “*project*”, “*will*” and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Base Prospectus containing information on future earning capacity, plans and expectations regarding Lufthansa Group’s business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Base Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including Lufthansa Group’s financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly

been assumed or described in these forward-looking statements. Lufthansa Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Base Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Base Prospectus: "*Risk Factors*" and "*Deutsche Lufthansa Aktiengesellschaft as Issuer*". These sections include more detailed descriptions of factors that might have an impact on Lufthansa Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Base Prospectus may not occur. In addition, neither the Issuer nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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GENERAL DESCRIPTION OF THE PROGRAMME

Under this EUR 4,000,000,000 Debt Issuance Programme, Lufthansa may from time to time issue notes (the “**Notes**”) to one or more of the following Dealers: Barclays Bank Ireland PLC, Credit Suisse Securities (Europe) Limited, Credit Suisse Securities Sociedad de Valores S.A., Deutsche Bank Aktiengesellschaft, J.P. Morgan Securities plc, Morgan Stanley & Co. International plc, Société Générale, UBS AG London Branch, UniCredit Bank AG and any additional Dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis (together, the “**Dealers**”).

Deutsche Bank Aktiengesellschaft acts as arranger in respect of the Programme (the “**Arranger**”).

The maximum aggregate principal amount of the Notes outstanding at any one time under the Programme will not exceed EUR 4,000,000,000 (or its equivalent in any other currency). The Issuer may increase the amount of the Programme in accordance with the terms of the Dealer Agreement from time to time.

Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public offer or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each tranche (the “**Tranche**”) will be stated in the relevant final terms (the “**Final Terms**”). The Notes may be offered to qualified and non-qualified investors, including with the restrictions specified in the “*PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS*” legend set out on the cover page of the applicable Final Terms, if any.

Notes will be issued in Tranches, each Tranche in itself consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series (the “**Series**”) of Notes. Further Notes may be issued as part of existing Series.

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency at least equivalent to EUR 1,000 at the time of the issue of Notes. Subject to any applicable legal or regulatory restrictions, and requirements of relevant central banks, Notes may be issued in euro or any other currency. Notes will be issued with a maturity of twelve months or more. The Notes will be freely transferable.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

The yield for Notes with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Under this Base Prospectus a summary will only be drawn up in relation to an issue of Notes with a specified denomination of less than EUR 100,000 or the equivalent in other currencies. Such an issue-specific summary will be annexed to the applicable Final Terms.

Application has been made to the CSSF, which is the Luxembourg competent authority for the purpose of the Prospectus Regulation for its approval of this Base Prospectus. By approving a prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer.

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Base Prospectus to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. Notes may further be issued under the Programme which will not be listed on any stock exchange.

Deutsche Bank Luxembourg S.A. will act as Luxembourg Listing Agent and Deutsche Bank Aktiengesellschaft will act as fiscal agent (the “**Fiscal Agent**”).

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will comprise those operated by Clearstream Banking AG, Frankfurt am Main, Clearstream Banking S.A., Luxembourg and Euroclear Bank SA/NV. Notes denominated in euro or, as the case may be, such other currency recognised from time to time for the purposes of eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, the Notes will be deposited initially upon issue with in the case of (i) a new global note either Clearstream Banking S.A., Luxembourg or Euroclear Bank SA/NV as common safekeeper or, (ii) a classical global note Clearstream Banking AG, Frankfurt am Main. It does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

RISK FACTORS

The following is a disclosure of risk factors which may affect Lufthansa Group's ability to fulfill its obligations under the Notes. Prospective investors should consider these risk factors before deciding whether to purchase the Notes. Prospective investors should consider all information provided in this Base Prospectus or incorporated by reference into this Base Prospectus and consult with their own professional advisers if they consider it necessary.

The following description of risk factors and their occurrence within a risk category, with the most material risk factor presented first in each category, should be understood as a description of residual risks, i.e. of the remaining risks following all counter measures taken in order to avoid such risks or limit their adverse effect. Although the most material risk factors have been presented first within each category, the order in which the remaining risk factors are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential negative impact to Lufthansa Group's business, financial condition, results of operations and prospects. Lufthansa Group may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

Words and expressions defined in the Terms and Conditions of the Notes shall have the same meanings in this section.

RISK FACTORS REGARDING DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT AND LUFTHANSA GROUP

1. Risks related to Lufthansa Group's business activities and operations

Risks related to the SARS-CoV-2 pandemic and related developments

Pandemics, epidemics (see also “*The airline industry is particularly vulnerable to the effects of epidemics and natural disasters*” below), outbreaks of infectious diseases or any other serious public health concerns, such as the outbreak of SARS-CoV-2 first identified in December 2019 and its associated disease (“**Covid-19**”), together with any measures aimed at mitigating a further expansion thereof, such as restrictions on travel, imposition of quarantines, prolonged closures of workplaces, or curfews or other social distancing measures, have had and in the future will have a material adverse effect on the global economy and international financial markets in general and in particular on the markets and segments in which Lufthansa Group operates as well as on the liquidity of Lufthansa Group.

The implications of Covid-19 and other outbreaks depend on a number of factors, such as the duration and spread of the respective outbreak or re-occurring outbreak in second or further waves, the progress of developing vaccine against the virus as well as the timing, suitability and effectiveness of measures imposed by authorities such as local or regional lockdowns, central banks and governments (in particular regarding the imposition of quarantine requirements for customers), the availability of resources, including human, material, infrastructure and financial (e.g., governmental stimulus packages and/or measures introduced by central banks) required to implement effective responses to the respective situation at the international, national and regional level as well as the level of civil compliance with such measures.

There is no guarantee that such measures, or a combination thereof, are effective means to combat such an outbreak or such a re-occurring outbreak and the implications resulting therefrom, which have resulted in and may further result in an increase of liquidity risk, credit risk and operational risk for Lufthansa Group and, ultimately, have had and may further have material adverse effects on Lufthansa Group's financial condition and results of operations.

The spread of Covid-19 significantly affects the financial and business performance of Lufthansa Group. The ongoing spread of Covid-19 has led to a significant decrease in demand for air travel and is likely to generally change customer behavior and in particular business travel of the future. Some countries, including *inter alia* the USA, imposed a travel ban for passengers from the European Union. This led to a significant decline in bookings at the Group airlines and to flight cancellations (see below “*Ticket sales and reimbursements*” and “*Entry regulations*”). Lufthansa Group has decided to cut its flight capacity significantly during the course of

the crisis and offered only a reduced short-haul program and certain long-haul routes. From the hubs in Frankfurt, Munich, Zurich and Vienna, only a few European metropolitan areas were served in April and May. The relief flight schedule only provided for a total of about 5% of the originally planned program. Around 700 of Lufthansa Group's 764 aircraft have been temporarily parked and a significant number of aircraft have been phased out completely. Starting in June 2020, the production has been increased gradually for the summer season to a maximum of 25% of the previous year's capacity. Short-time cancellations do and are expected to continue to occur due to the high uncertainty regarding travel requirements and security concerns triggered by any new developments in the Covid-19 crisis. In order to counteract the economic impact of Covid-19, Lufthansa Group decided on an immediate hiring freeze which is still ongoing and implemented short-time working for initially 31,000 employees of Deutsche Lufthansa AG as well as a cut-down of its work force (see below "*Labour law implications*").

The International Air Transport Association (the "**IATA**") has revised its forecast for passenger traffic due to the outbreak of Covid-19. As per 29 September 2020, IATA expects full-year 2020 traffic to be down 66% compared to 2019.

With the latest research, as per June 2020, IATA is predicting that airlines worldwide generate USD 419 billion in revenue in 2020, which represents a drop of 50% compared to 2019. For the ten biggest Western European markets, including Germany, passenger traffic (RPKs) in this scenario is expected to fall by 56%, with a corresponding decline in net profits of USD 22 billion.

Furthermore, the social distancing measures implemented by countries around the world to slow the spread of Covid-19 resulted in and may further result in a severe global recession and financial crisis. Air traffic is severely reduced due to such social distancing measures and travel bans which are already imposed and which may further be imposed in the future. Such developments could have a number of effects on Lufthansa Group's financial condition and results of operations and may lead to increased liquidity risks. Such developments include the following:

Entry regulations

Due to the outbreak of Covid-19, many countries had issued and still have issued current entry regulations and travel bans. Entry regulations and travel bans varied and still vary widely from country to country and are subject to constant change from time to time. Currently, it cannot be foreseen at what time these entry regulations and travel bans will be released or even when released are re-enforced in the near future. There is a risk that these entry regulations and travel bans stay in place or are re-enforced and stop Lufthansa Group's Network Airlines from resuming flights into these countries or even if resumed that Lufthansa Group's Network Airlines is forced to stop them due to re-enforcement of entry regulations in certain critical countries and regions. This has led and may further lead to a significant decline in bookings at the Group airlines and to ongoing flight cancellations. As a consequence, this has and this will significantly affect the financial and business performance of Lufthansa Group as well as increase liquidity risk (see also below "*Lufthansa Group may not be able to maintain adequate liquidity*").

Lufthansa Group could face difficulties in adapting its workforce to upcoming changes in economic conditions which could negatively affect its ability to develop a sustainable business model.

Changes in various domestic and international economic environments require corresponding increases or decreases of Lufthansa Group's workforce across its businesses and markets. Furthermore, Lufthansa Group is currently taking labour law measures in the context of Covid-19 (see "*Risks related to the SARS-CoV-2 pandemic and related developments - Labour law implications*"). It is important that Lufthansa Group is able to adapt the size of its workforce which includes personnel for operating aircraft to correspond to volatile economic situations or highly competitive situations and markets (e.g. due to so called "low cost carrier"). If Lufthansa Group is unable to quickly and accurately adapt the size of its workforce to changing economic conditions and to keep a highly motivated workforce during crisis times, this could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Loss of slots

According to Article 10 of Council Regulation (EEC) No 95/93 of 18 January 1993, airlines are subject to the so called "80/20 rule". Under the 80/20 rule, airlines must use at least 80% of their take-off and landing slots at

European airports or face losing them to a competitor the following year. Due to the spread of Covid-19, airlines are not able to fulfill the requirement of the 80/20 rule. Following the request of IATA, the EU Commission has suspended the 80/20 rule during the Covid-19 crisis to allow airlines to reduce frequencies to congested airports until the end of March 2021. It is unclear, however, if the regulators allow further suspensions and nevertheless, there is a risk that Lufthansa Group's Network Airlines and Lufthansa Cargo are not able to ramp up in time and lose certain slots at congested airports. Consequences of these factors may significantly affect the financial and business performance of Lufthansa Group.

Ticket sales and reimbursements

Due to the outbreak of Covid-19, most flights since March 2020 were cancelled. Therefore, Deutsche Lufthansa AG decided to reduce the flight capacity offered to reduce the financial consequences of the slump in demand. It complements the planned savings measures in personnel, material costs and project budgets as well as other liquidity measures. Due to the exceptional circumstances caused by the spread of Covid-19, Lufthansa published reduced flight schedules of its passenger airlines. For all passenger airlines in the Group, a very substantial number of flights have been cancelled.

Lufthansa Group's Network Airlines are subject to claims for compensation for passengers under the Air Passenger Rights Regulation (Regulation (EC) No 261/2004) (the "**Air Passengers Regulation**") in the context of flight cancellations which fall under the scope of the Air Passengers Regulation.

Even in a scenario where airlines would not be obliged to compensate passengers due to special circumstances and exceptions applicable to single cases (the EU Commission considers the Covid-19 pandemic as extraordinary circumstances within the meaning of the Air Passenger Regulation), Lufthansa Group's Network Airlines are subject to significantly less revenues during the last and next months since passengers are entitled to refund claims where flights were cancelled or will not need to pay for another ticket but can use their vouchers. This will increase liquidity risk at Lufthansa Group's level (see also below "*Lufthansa Group may not be able to maintain adequate liquidity*") and it had and may further have a material adverse effect on Lufthansa Group's financial condition and results of operations.

Lufthansa Group faces risks from its acquisitions and investments.

The commercial success of past and potential future acquisitions depends on whether the company acquired turns out to be sufficiently profitable and does not suffer adverse changes to its cost structure (including personnel or materials) as a result of the takeover. If the expected synergies from acquisitions are not realised or if Lufthansa Group is not successful in turning around loss-making acquisitions, the substantial investments and the possible further financing requirements associated with these acquisitions could have a material adverse effect on its cash flows, financial condition and results of operations. In addition, any impairment losses on the assets of acquired companies or on goodwill capitalised in connection with acquisitions could have a material adverse effect on Lufthansa Group's financial condition and results of operations.

The aforementioned factors and other developments not yet known at the time of an acquisition could make the integration of acquired companies more difficult or impossible, could hamper Lufthansa Group's business operations, tie up management and staff capacity and increase the costs of acquisitions, which could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group faces risks in its strategic alliances and cooperative and commercial joint venture arrangements on certain routes.

Lufthansa Group's membership in Star Alliance gives Lufthansa Group's customers access to the largest flight network in the world. Nevertheless, Star Alliance may not be successful in competition with other airlines or airline alliances in the future. Other alliances could reinforce their market positions through additional mergers or otherwise. If this were to happen, the competitive advantage that Lufthansa Group derives from its membership in Star Alliance could be reduced or eliminated completely. Furthermore, member airlines may choose to leave Star Alliance, whether as a result of these airlines terminating their membership, or having their membership lapse, for instance, due to the merger with another airline or liquidation in the context of insolvency proceedings, in particular in light of Covid-19. The loss of Star Alliance member airlines could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations. Furthermore, Lufthansa Group cannot guarantee that Star Alliance will be able to attract new or replace members it may need

to be successful in the future. If Star Alliance were to lose market share or appeal to passengers as a result of changes in its membership, particularly in the USA, China, or India, or if Star Alliance were to dissolve completely, this could negatively affect the range of flight routes and feeder and connecting flights that Lufthansa Group is able to offer its customers and could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group operates some of its international flights through cooperation and commercial joint venture agreements, predominantly with other Star Alliance member airlines. These agreements provide, in certain cases, for the sharing of profits and losses on these flights. Therefore, if a partner airline has higher costs or generates lower revenues than Lufthansa Group does, or if a partner terminates a cooperation agreement that is profitable for Lufthansa Group, this could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations. Some of the agreements are also increasing in their complexity, in relation to, for example, revenue-sharing or coordination between carriers. Exposure to a disproportionate interest in the gains or losses generated under these cooperation agreements or the failure to effectively manage the increased complexity of the agreements could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Additionally, Lufthansa Group relies on positive brand recognition to attract customers. Lufthansa Group's brand could be harmed by the actions of one or more of Lufthansa Group's Star Alliance partners. Any damage to Lufthansa Group's reputation, brand image or brand name through either a single event or series of events involving, or due to perceptions (such as overall quality) concerning, Lufthansa Group's Star Alliance members could materially adversely affect its ability to market Lufthansa Group's services and attract and retain customers.

Lufthansa Group faces competition from alternative means of transportation, in particular rail travel, as well as alternatives to business travel.

High-speed trains offer an alternative form of transport on many routes that have traditionally been served by airlines. With the opening of additional high-speed train routes, particularly within Europe, competitive pressure from railway operators will increase. The further loss of air passengers to rail transport could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

In addition, the Federal Republic of Germany and other European countries are supporting the expansion of rail transport, particularly in the high-speed sector. It is possible that rail transport will receive more support at the European Union and/or national level in the future. This support could result from direct or indirect subsidies for rail travel or other direct or indirect discrimination against air travel (for example, due to changes in tax or environmental regulations), and could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group also faces competition from alternatives to business travel, such as technologies like video-conferencing, which may substitute for in-person meetings in certain circumstances. Due to the current situation around Covid-19, video-conferencing currently almost replaces in-person meetings in its entirety due to measures in the context of social distancing. There is the risk that even if measures resulting from social distancing are eased, technologies like video-conferencing are still increasingly being used for various reasons, including cost savings as well as getting used to the use of such technologies as well as its increasing acceptance in the business world. An increasing use of such technologies is likely to lead to a generally changed consumer behavior which may result in less flight bookings which could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Risks from changing customer behavior.

There is an increasing sensitivity in public as well as on the political agenda on environmental issues leading to climate change especially in the context of air travel. Air travel is increasingly perceived as a major driver for climate change. Public opinion starts turning into a negative image for flying. This might result in reduced demand for air travel and reduced demand for Lufthansa Group services especially in the Nordic and European markets. Furthermore, factors arising in the context of Covid-19 (e.g., increasing use of video conferencing technology) may further change customer behavior which could lead to material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations (see above "*Lufthansa Group faces competition from alternative means of transportation, in particular rail travel, as well as alternatives to business travel*").

Political and geopolitical conditions are subject to change.

There is a high level of uncertainty regarding the global economic outlook. Significant downside risks stem e.g. from the consequences of political uncertainty, from an increasing trend towards populism as well as in particular from the current situation and consequences resulting from Covid-19 (see “*Risks related to the SARS-CoV-2 pandemic and related developments*” above). The current trade dispute between the USA and China could lead to a further weakening of the world economy and further increase the uncertainty regarding the global economic outlook. In addition to current flight cancellations (see “*Risks related to the SARS-CoV-2 pandemic and related developments – Ticket sales and reimbursements*”) changes of political and geopolitical conditions could even further lead to the requirement to cancel certain flight routes to countries affected by trade restrictions. The UK exit (“**Brexit**”) process could heighten business and consumer uncertainty, pose risks to financial markets and may increase uncertainties about the future of the EU in the course of the UK exit negotiations. In addition, there is a high uncertainty with regard to the shape of future aviation regulations between EU and UK.

Another substantial business risk stems from a significant weakening of Chinese economic growth. A downturn in the Chinese economy would represent a considerable risk to the world economy.

The occurrence of any of these events could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group is exposed to the risk of losses from safety incidents.

Lufthansa Group faces the risk of potential losses from crashes or other safety incidents in the event that one or more of its aircraft were to be lost or damaged or grounded by accident, terrorist attack, act of sabotage, technical, human or design failures or other events. Lufthansa Group cannot guarantee that the amount of insurance coverage available to Lufthansa Group upon the occurrence of such an event would be adequate to cover the resulting losses. Moreover, Lufthansa Group's company may be forced to bear substantial losses in particular regarding damage claims for the loss of lives, personal injuries or other material or immaterial damages itself, irrespective of its insurance coverage. This could be the case if Lufthansa Group's insurers were unwilling or unable to pay out the agreed compensation, or if passengers were to switch to other airlines. In particular, it is possible that losses could occur that are not limited to losses covered by insurance or that the reputation or standing of Lufthansa Group could be harmed. Aircraft crashes and comparable disasters could tarnish Lufthansa Group's reputation, thus resulting in a significant, and possibly sustained, decline in demand and could also lead to tort liability. Since the public could associate aircraft crashes and similar disasters befalling a member of Star Alliance or another airline on a code-sharing flight with Lufthansa Group, such events could tarnish its reputation even if none of its aircraft are involved. Further, even if an aircraft of any airline entirely unrelated to Lufthansa Group should crash, be lost or damaged or grounded or should a similar disaster occur, Lufthansa Group could be exposed to material additional risks, such as a significant decline in demand for its flights or its other products and, consequently, severe losses.

The occurrence of any of these events could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group may incur cyber security breaches.

Lufthansa Group faces both significant external cyber-attack threats and internal risks to its data and software systems. Lufthansa Group's data and systems may be vulnerable to theft, payment fraud, loss, damage and interruption due to unauthorised access, security breaches, cyber-attacks, computer viruses, power loss, or other disruptive events. A security breach could have a negative impact on customer confidence in Lufthansa Group's systems and negatively impact its reputation. Should any of this occur this could have a material adverse effect on Lufthansa Group's cash flows, financial condition and could lead – in a worst case scenario – to material disruptions of flight operations.

Lufthansa Group is dependent on the uninterrupted and uncompromised operation of its own and third-party data processing and management systems.

In managing its ticket sales and its Miles & More frequent flyer program, receiving and processing reservations, managing its traffic network and performing other critical business operations, Lufthansa Group depends on the efficient and uninterrupted operation of its computer, communications and logistics systems, including the

servers it uses for its Internet presence and online bookings and the systems used by third parties in the course of their cooperation with Lufthansa Group. The latter systems include systems used by its alliance and sales partners, such as reservation systems used by travel agents and aircraft communication. Since computer and communications systems are especially vulnerable to disruptions, damage, power failures, terrorist or other acts of sabotage, system malfunctions, hacker attacks, the theft and manipulation of data, computer viruses, fires and similar events, disruptions or breakdowns of these systems cannot be ruled out. Any disruption to computer and communications systems that Lufthansa Group, its alliance or its sales partners use could significantly impair its ability to operate its business efficiently and could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Individuals or groups of individuals have compromised Lufthansa Group's Internet-security measures to manipulate their Miles & More account balances in the past. If Lufthansa Group fails to detect such incidents, Lufthansa Group may be defrauded and could incur additional expenses in running its Miles & More frequent flyer program. In addition, Lufthansa Group faces risks to its reputation and may incur losses from other Internet scams, such as phishers targeting Lufthansa Group's customers or Lufthansa Group's websites.

Damage to Lufthansa Group's reputation or brand names could have a material adverse effect on Lufthansa Group.

Lufthansa Group's reputation and brand names have contributed strongly to its strong market position. Damage to Lufthansa Group's reputation or brand names, through either a single event or series of events, could adversely impact its market position and ultimately have a material effect on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group depends on sourcing fuel at acceptable prices and in sufficient volumes. In addition, the existing tax exemption for aviation fuel could be repealed in the future.

Due to the Covid-19 pandemic, as in the nine months ended 30 September 2020 Lufthansa Group's expenses for fuel dropped to EUR 1.6 billion in the current year, whereas in the nine months ended 30 September 2019 the comparative figure was EUR 5.1 billion. In 2019, aviation fuel costs amounted to EUR 6.7 billion and represented 18.1% of Lufthansa Group's total operating expenses. In addition to supply and demand, prices for aviation fuel, or kerosene, are influenced by a number of factors, including political events, speculative trading, natural disasters and decisions by the oil-producing cartels, especially the Organisation of Petroleum Exporting Countries (OPEC). To improve planning certainty, Lufthansa Group generally hedges the majority of its estimated future aviation fuel needs on a revolving basis for specified time periods. However, hedging instruments do not fully protect Lufthansa Group against short-term or long-term price increases, as Lufthansa Group generally only hedges against specific margins of fluctuation and time periods. Furthermore, hedging transactions are generally concluded on the basis of crude oil prices, which can deviate from kerosene prices. Hedging also reduces Lufthansa Group's ability to take advantage of any decreases in aviation fuel prices. If Lufthansa Group's hedging policy were to fail (see section *Hedging costs*), if Lufthansa Group's credit rating were downgraded, if there were changes in the over-the-counter derivatives market (as a result of, for example, mandatory clearing of standardised over-the-counter derivatives or a financial transaction tax on such instruments) or if the price of kerosene were to rise above Lufthansa Group's hedged price levels, Lufthansa Group's costs for sourcing fuel would increase, which could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Furthermore, while Lufthansa Group is currently able to obtain adequate supplies of aviation fuel, it is impossible to predict the future availability or price of aviation fuel. Weather-related events, natural disasters, accidents, political disruptions or wars involving oil producing countries, changes in governmental policy concerning aviation fuel production, transportation or marketing, changes in aviation fuel production capacity, environmental concerns and other unpredictable events may result in additional aviation fuel supply shortages and price increases in the future, which due to the highly competitive nature of the airline industry, Lufthansa Group may not be able to pass on to its customers, and any additional increases in fuel costs or disruptions in fuel supplies could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Regulations may be enacted at the EU level or in Germany to repeal the current tax exemptions on kerosene. The elimination of any tax exemption would lead to a substantial increase in aviation fuel costs for Lufthansa

Group and could, therefore, have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Air traffic control, airport, transit and take-off/landing fees, as well as the costs that airlines must incur to ensure air traffic security, could continue to increase.

Air traffic control, airport, transit and take-off/landing fees, as well as security charges are costs that can be reduced only to a limited extent, if at all, and represent a significant part of Lufthansa Group's operating costs. Lufthansa Group cannot guarantee that such costs will not continue to increase or that it will not incur new costs in Germany or elsewhere. New costs could arise if, for example, airport, noise or landing charges and fees were to be levied based on environmental criteria such as aircraft noise or emission levels, or if airlines were forced to assume additional security responsibilities. Furthermore, it is possible that security regulations worldwide could be further tightened, particularly if additional terrorist attacks occur, and that security charges or other costs arising from security measures at airports in Germany and elsewhere, especially in the USA, could increase further.

If Lufthansa Group is unable to pass any increases in charges, fees or other costs on to its customers, these increases could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group is dependent on the availability of airspace, air traffic controllers, airport slots, services provided by airports and other third parties and suitable airport infrastructure.

The capacity and amount of airspace and airport slots available for the use of the civil airline industry is limited and any further increase in air traffic density could adversely affect Lufthansa Group's business. Increases in air traffic, especially at high-density hubs may lead to shortages of available slots.

A condition of the European Commission's Approval of the stabilization package (see "*Implication of the Covid-19 financial stabilization measures; availability of further governmental or other financial support programs*" and "*State Aid / Stabilisation Package - Material Contracts*") was a remedy package by Germany and Lufthansa AG which included, amongst others, the loss of up to 24 slots/day to operate a base of four aircraft (summer and winter season) to allow for a "reasonable aircraft rotation". The offer of Lufthansa AG to divest slots has to be upheld for six IATA seasons after full restoration of the EU Slot Regulation (currently waived until end of March 2021 with further extension option).

In addition, regulations could force Lufthansa Group to relinquish commercially significant slots to competitors or could prevent it from obtaining additional slots with which to further expand its own operations. Furthermore, there is the risk of losing slots due to the consequences arising in the context of Covid-19 (see above "*Risks related to the SARS-CoV-2 pandemic and related developments – Loss of slots*").

The legal basis for the allocation of airline slots, noise related operational restrictions as well as for ground handling in the EU have been under review since 2011. The regulation on noise related operating restrictions has been adopted in April 2014 but the regulation on ground handling procedures was withdrawn by the EU Commission.

The legislative procedures on airline slots have come to a halt due to political sensitivities. The EU Commission currently conducts a study to update the latest available data from 2011. On the basis of these results, the EU Commission will decide how to proceed with this file.

Regarding ground handling, an evaluation of the regulation is expected in 2020. Therefore, a new proposal is not foreseen to be published before 2022.

It remains unsure whether the new EU Parliament, respectively the new EU Commission, will follow up and table new legislative proposals for any of the three measures (allocation of airline slots, noise related operational restrictions as well as for ground handling). There are no statutory deadlines. As there aren't any proposals published, a substantial outlook on chances/risks is not possible.

In addition to functioning internal operating and ground handling capabilities, Lufthansa Group is also dependent on the provision of services by third parties, such as air traffic controllers and providers of ground

handling services (including aircraft fueling and baggage handling), as well as general airport services and the availability of the requisite airport infrastructure.

Beside third party service providers on the operational side, Lufthansa Group is also dependent on general third party service providers and suppliers e.g. in regard to distribution systems (such as Global Distribution Systems or Computer Reservation Systems), IT services, insurances, communication providers and energy suppliers. If one or more of these third-party services were temporarily unavailable as a result of events such as strikes, or were permanently unavailable or were only available on commercially unreasonable terms, this could have material adverse effects on Lufthansa Group's operating performance.

Bottlenecks in the fragmented European air traffic control system continue to be a serious problem for the European airline industry. These bottlenecks result in considerable delays to air traffic, unnecessary detours, holding periods and increased fuel consumption and emissions. The bottlenecks have had a negative impact on the earnings of all European airlines and on the environment and continue to jeopardise growth in air traffic. In 2009, the European Union introduced further legislative measures on Single European Skies (SES II). These measures aim at, among other things, increased integration of air security organisations within the framework of "functional airspace blocks", development of a uniform air traffic management system across Europe and improved utilisation of slots.

The occurrence of any of these risks could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Adverse economic developments may also result in lower demand for, and profitability of, Lufthansa Group's MRO, catering and other services.

In addition to affecting Lufthansa Group's passenger airline business and logistics segments, general economic developments also affect its other segments. Any long-term decline in passenger numbers and cargo volumes and ultimately the use of aircraft will affect the demand for Lufthansa Group's maintenance, repair and overhaul (the "MRO") services. Generally, aircraft owners use an economic decline to ground and service their aircraft, resulting in a short-term increase in demand for Lufthansa Group's MRO services. If due to a continuing downturn less aircraft are required which will lead to a steep decline in demand for MRO services. Additionally, the susceptibility of the airline industry to adverse economic developments can lead to price pressure along Lufthansa Group's entire value chain, including the prices Lufthansa Group can charge for aircraft MRO services, catering and other services. All of these effects further exacerbate the adverse consequences of reduced demand for flights and lower fares on Lufthansa Group's cash flows, financial condition and results of operations during times of economic downturn.

The airline industry is highly competitive, and Lufthansa Group faces intense competition from low-cost airlines and state owned or subsidised airlines. This competition could increase further.

The airline industry is extremely competitive, and this competitive pressure is intensified by price cuts that some competitors have been using more and more to secure or reinforce their market share. In addition, economic uncertainty in specific markets or on specific routes may cause competitors to progressively transfer their capacity to markets and routes that are also served by Lufthansa, resulting in increased competition in these markets and on these routes.

The competitors of the Network Airlines include airlines serving larger catchment areas than Lufthansa Group does. These airlines may have greater financial resources and lower cost structures than Lufthansa, particularly with regard to point-to-point flights within Continental Europe and flights to Asia and North America. Some of Lufthansa Group's competitor airlines are wholly or partially owned by governments (aside from any government involvement in the context of stabilization measures, see "*Funding Risks and Implications of the Covid-19 financial stabilization measures*"). In times of crisis in particular, this could give and, at certain times in the past has given, these airlines access to larger and less expensive sources of funding (including state subsidies). If governments were to provide one or more of Lufthansa Group's competitors with unilateral subsidies or other government assistance, including the buildup of extensive infrastructure, this could lead to market distortions or weaken Lufthansa Group's competitive position. In addition, airlines that are under creditor protection may be able to benefit from protection under insolvency laws in their countries. Further, while Lufthansa Group operates its business mainly based on the framework of EU law (including its principles of an economic competition between market participants under comparable legal prerequisites (e.g. labor law,

the regulation/absence of state aid, merger control, infrastructural access)) while some of Lufthansa Group's global (state owned) competitors follow other business aims (e.g. infrastructural development, deviation of business and touristic traffic streams) than a commercially successful operation. Imbalances in the global markets have ever been part of the global competition.

In addition, Lufthansa Group continues to face heavy competition from low-cost and ultra-low-cost airlines. These airlines generally have a much lower cost structure than Lufthansa Group does and, often, are able to offer flights at significantly lower prices than Lufthansa Group can or at prices below cost in order to capture or secure market share. Lufthansa Group cannot guarantee that further growth of low-cost airlines will not impair its growth or cause a further drop in prices or loss of routes or market share. This competition is expected to increase since certain low cost and ultra-low-cost-airlines have already announced to enter into a price competition.

The expansion of state-owned airlines continues to be a competitive threat to Lufthansa Group. In view of their comparatively small home markets, these airlines continue to ensure utilisation of their extensive capacity by transit passengers transported through their hubs which they could achieve by lowering fares to and from Europe and other large travel markets or by forming co-operations with or by acquiring interests in European airlines.

In some cases, Lufthansa Group is also exposed to strong competitive pressure in its other business segments. There is a danger that it may lose significant numbers of customers to other suppliers in these segments in the future. Risks arise, for example, in cases where long-term contracts by individual Group companies with their customers, especially in the MRO and Catering business segments are not renewed, which would lead to sustained deterioration in the income situation of the affected companies.

The MRO business segment is exposed to the financial risk posed by a demanding competitive situation, which is, in particular, due to original equipment manufacturers (OEMs), who restrict access to intellectual property.

If competitors were in the position to offer their services at lower prices than Lufthansa Group for the long term, or to otherwise increase their market share to its detriment, this could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Commitments in binding aircraft orders could prove less profitable than expected at the time of ordering.

As of 30 September 2020, Lufthansa Group's order book totals 182 aircraft for delivery by 2027. In particular, Lufthansa Group ordered 20 aircraft of the Boeing B777 family, 20 Boeing B787 "Dreamliner" and 27 Airbus A350 for the long-haul fleet and 114 aircraft of the Airbus A320 family and 1 Airbus A220 (formerly Bombardier C Series) for the short-haul fleet. Lufthansa Group may order additional aircraft in the future, which could substantially increase its financing requirements.

After having already optimized the delivery schedule for 2020/21, Lufthansa is continuing the discussions with aircraft suppliers to adjust aircraft delivery schedules to the available investment lines and the Covid-19-driven demand change for 2022 and beyond. Seven firm aircraft orders remain for the last quarter of 2020, which are six A320neo-Family and one A350. As of now, a total of 175 aircraft are ordered for 2021 and beyond.

On the other hand, if there are delays in the deliveries of Lufthansa Group's ordered aircraft, their commercial introduction could be delayed or cancelled, which would have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Above, new implemented aircraft fleets as well as currently existing aircraft can be subject to grounding instructions by relevant authorities or manufactures. Such events might have an immediate effect on Lufthansa Group's operations and results.

In addition, if any of Lufthansa Group's ordered aircraft prove to be less profitable than expected, for example because Lufthansa Group is not able to realise the passenger or revenue targets that it intended to achieve through the investment in these additional aircraft, or if certain aircraft in their operations exceed the planned operating costs or fail to meet anticipated technical performance levels, Lufthansa Group's cash flows, financial condition and results of operations could similarly be materially adversely affected.

Typically, a large portion of Lufthansa AG's capital expenditure were investment in new aircraft. In 2018, the capital expenditures amounted to EUR 3,757 million and in 2019 it has been EUR 3,559 million.

Natural and man-made disasters can adversely affect Lufthansa Group's insurance coverage.

Lufthansa Group's ability to manage its airline business with the required level of insurance coverage against the risk of losses from man-made and natural disasters is dependent on, among other things, insurance policies. Lufthansa Group's insurance provides liability coverage for passengers, mail, cargo, product liability and third-party liability and hull damage. Since insurance companies continue to be very reluctant in providing coverage, it is difficult for Lufthansa Group and other European airlines to effectively insure against terrorist attacks and certain natural disasters, such as volcanic eruptions, and any administrative official grounding orders for aircraft in connection with such disasters. Specialised insurers now offer only limited hull insurance policies for these risks that cover damage to aircraft. Further, these policies stipulate a number of conditions under which the insurers may terminate policies. In addition, the policies must be renewed at regular intervals.

Lufthansa Group's third-party liability insurance for war and allied perils covers damage that could result to third parties by the operation of Lufthansa Group's passenger and cargo aircraft due to war and allied perils, including terrorist attacks. Insurance companies may stop providing coverage under such comprehensive or third-party liability insurance policies at commercially acceptable terms or may suspend such insurance entirely. Further terrorist attacks, acts of sabotage and other disasters, especially if they occur during air travel or are directed against aircraft, could result in insurance coverage for air traffic risks becoming even more expensive, or in certain risks becoming insurable only to a limited degree or becoming completely uninsurable, or could result in upper limits being established for insurable losses. Any of these outcomes could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Furthermore, it cannot be excluded that scenarios and consequences triggered by the Covid-19 crisis or in such wider context are not or not sufficiently covered by insurance policies of Lufthansa Group or even if covered, insurance premiums will go up substantially as a consequence. This could have material adverse effects on the business, financial condition and results of operations of Lufthansa Group.

2. Risks related to Lufthansa Group's financial situation

Funding risks resulting from crisis associated with Covid-19

As a result of the circumstances associated with Covid-19, lenders may face increasing levels of defaults at borrower's level and/or detrimental changes in credit levels of borrowers. As a consequence, lenders and banks may have reduced liquidity available for market participants. Obtaining financing could become more difficult or more expensive, or could prove impossible. On the other hand, Lufthansa Group's funding needs increased dramatically due to current environment and circumstances associated with Covid-19. If Lufthansa Group is unable to borrow sufficient funds at suitable terms to meet such financing needs, it will increase liquidity risk (see also below "*Lufthansa Group may not be able to maintain adequate liquidity*") and it could have a material adverse effect on Lufthansa Group's financial condition and results of operations.

Funding Risks and Implications of the Covid-19 financial stabilisation measures

In response to the outbreak of Covid-19 and its impact on the financial situation on the German economy, the German government has decided to establish an economic stabilization fund ((*Wirtschaftsstabilisierungsfonds*, the "**ESF**"). On 25 May 2020, the economic stabilisation fund committee resolved to grant Deutsche Lufthansa Aktiengesellschaft stabilisation measures (consisting of silent partnership contributions and the subscription to new shares) totalling approximately EUR 6 billion (the "**ESF Stabilisation Measures**") (in addition to a syndicated credit facility of up to EUR 3 billion with the participation of German state-owned promotional bank KfW (*Kreditanstalt für Wiederaufbau*, the "**KfW**") under the KfW Programme 855 (the "**Direct Participation for Syndicated Financing**", the "**KfW Financing**"). The KfW Financing is secured by pledges over the shares in aircraft owning companies in Malta and Austria. The aforementioned companies hold a total of 327 aircraft as per 30 September 2020 (9xA220-100, 20xA220-300, 29xA319, 84xA320, 49xA321, 26xA330, 17xA340-300, 13xA340-600, 5xA380, 13xB747-400; 17xB747-8; 7xB777-200F, 6xMD11F, 6xCRJ900, 9xEmbraer 190, 17xEmbraer 195). On 25 June 2020, the shareholders of Lufthansa Aktiengesellschaft approved the issuance of new shares as part of the ESF Stabilisation Measures at an extraordinary general meeting (see section "*State Aid/ Stabilisation Package*" for further details regarding Silent Participation).

Lufthansa Group's ability to enter into new or refinance existing financing transactions may be impacted by the terms and conditions of the ESF Stabilisation Measures or the KfW Financing, e.g. the contractual reservation

of consent with regard to important business transactions such as large-volume financings or the premature repayment of existing financings.

In addition to the state aid in Germany, also state aid in other countries have been granted:

In Switzerland, the business units SWISS (positioning as “premium”) and Edelweiss (positioning on productivity) have been granted a loan in an amount of up to CHF 1,500,000,000 (the “**Swiss Loan**”). The state aid does not include any equity portion. The loan repayment is scheduled for 2025 with two extension options of one year each. Amongst other security, the loan is secured by a pledge over the shares in SWISS International Air Lines AG.

The business unit Austrian Airlines has received state aid in form of a loan and subsidy in a total amount of up to EUR 450,000,000 comprising a loan of EUR 300,000,000 and a non-repayable grant of EUR 150,000,000. The loan has a graduated repayment schedule with a last tranche to be repaid on 31 December 2025 and is secured by, amongst others, a pledge in the shares of Austrian Airlines AG as well as aircraft owned by Austrian Airlines AG.

The business unit Brussels Airlines has been granted state aid in form of a loan and an equity portion in a total amount of up to EUR 290,000,000 comprising a loan of EUR 287,100,000 and profit share certificates of EUR 2,900,000. The loan has a term of six years with a bullet repayment on 31 July 2026, around the same time also the profit share certificates shall be rebought. The loan is secured by the shares in Brussels Airline’s holding company.

Due to local state aid measures in Switzerland, Austria and Belgium, the available commitments in Germany have been reduced in the same amount, so that the state aid granted to the Lufthansa Group is in total EUR 9 billion. To avoid a cross collateralisation of the German, Swiss, Austrian and Belgian state aid financings, a so called ringfencing is in place. As a consequence, only limited transactions between these business units are permitted.

Lufthansa Group’s ability to enter into new financing transactions may be impacted by the terms and conditions of the existing state aid financing (including the ESF Stabilisation Measures), including but not limited to further security having to be granted.

All future funding measures are subject to a consideration in line with market conditions, which would constitute an additional financial liability of Lufthansa Group. Moreover, it cannot be excluded that Lufthansa Group might incur higher funding costs when refinancing any funding instruments previously covered by governmental or other financial support programs and there can be no assurance that the credit, money and capital markets are accessible for Lufthansa Group when these instruments mature.

Consequences of these factors may significantly affect the financial and business performance of Lufthansa Group.

Lufthansa Group may not be able to maintain adequate liquidity.

Lufthansa Group aims to hold an adequate minimum liquidity; however, this level of liquidity may not be maintained.

Lufthansa Group has a significant amount of financial leverage and substantial non-cancelable commitments for capital expenditures, including the acquisition of new aircraft and related spare engines. While Lufthansa Group’s cash flows from operations and available capital, including the proceeds from financing transactions, have been sufficient to meet these obligations and commitments to date, Lufthansa Group’s liquidity could be negatively impacted by the risk factors discussed herein, including, but not limited to, volatility in the price of fuel, adverse economic conditions, disruptions in the global capital markets and catastrophic external events or the failure in whole or in part of Lufthansa Group’s measures and programs aimed at improving earnings and reducing costs throughout the Group. In addition, if Lufthansa Group is required to provide collateral under its hedging agreements due to a downgrade in its rating or market changes, it could negatively affect Lufthansa Group’s ability to access funds and could lead to reduced liquidity. If Lufthansa Group’s liquidity is constrained due to any of these factors or otherwise, or if Lufthansa Group fails to timely pay its debts or large invoices, comply with other material provisions of Lufthansa Group’s contractual obligations, including covenants in Lufthansa Group’s credit card processing agreements, Lufthansa Group could become subject to a variety of

adverse consequences, including the acceleration of debt, providing reserves under credit card processing agreements, the withholding of credit card sale proceeds by Lufthansa Group's credit card service providers and the exercise of other remedies by Lufthansa Group's creditors that could result in a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Furthermore, constrained liquidity may limit Lufthansa Group's ability to withstand competitive pressure and limit its flexibility in responding to changing business and economic conditions, including increased competition and demand for new services, placing Lufthansa Group at a disadvantage when compared to competitors.

Due to consequences arising in the context of Covid-19, Lufthansa Group faces increasing risks in the context of holding available sufficient liquidity (see above "*Risks related to the SARS-CoV-2 pandemic and related developments*").

Lufthansa faces the risk of triggering Events of Default as defined in the state aids, like not fulfilling the Financial Covenants given under the state aid packages in Germany, Austria, Belgium and Switzerland

Lufthansa faces the risk of breaking the Financial Covenants under state aid packages, or trigger an other event of default, which may result in a loss of shares in the companies SWISS (including Edelweiss), Austrian Airlines and Brussel Airlines (see "*Funding Risks and Implications of the Covid-19 financial stabilisation measures*" for further details). The state aid of SWISS (including Edelweiss) includes Financial Covenants regarding minimum Liquidity, minimum EBITDA and minimum Equity. Austrian state aid includes Financial Covenants regarding maximum Net Debt, minimum EBITDA, maximum Net Debt/EBITDA and minimum Equity. The KfW loan in Germany includes a financial covenant regarding minimum liquidity, and if not fulfilled may lead to reasonable additional securitization of the outstanding debt under the KfW Financing. Further, an event of default as defined in the state aid packages may lead to a mandatory repayment of those state aids.

The occurrence of any of these events could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Any credit rating downgrade could impair Lufthansa Group's ability to raise financing and could lead to other adverse consequences.

At present, Lufthansa Group's long-term debt holds a "non-investment grade" rating from S&P Global Ratings Europe Limited ("**Standard & Poor's**")^{1,4} (BB)^{5,6} with a "negative" outlook, a "non-investment grade" rating from Moody's Investors Service Ltd. ("**Moody's**")^{2,4} (Ba2)^{5,7} with "negative" outlook and an "investment grade" rating from Scope Ratings AG ("**Scope**")^{3,4} (BBB-)^{5,8} with a "negative" outlook. In view of recent developments in the context of Covid-19 (see also "*Risks related to the SARS-CoV-2 pandemic and related developments*" above), economic developments and the results of Lufthansa Group's business, there is a risk that Lufthansa Group's credit rating could be further downgraded at any time by Standard & Poor's, Moody's or Scope, in particular if Lufthansa Group's operating cash flows or other financial indicators, such as, *inter alia*, financial debt or pension obligations, fall short of or exceed targets and expectations. Downgrades of

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

² Moody's is established in the European Community and is registered under the CRA Regulation.

³ Scope is established in the European Community and is registered under the CRA Regulation.

⁴ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The EU Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁵ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

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⁷ Moody's defines Ba2 in its Global Long-Term Rating Scale in Rating Symbols and Definitions (September 2020) as follows: Obligations rated Ba are judged to be speculative and are subject to substantial credit risk.

⁸ Scope defines BBB- in its Corporates Rating Definitions (March 2020) as follows: Ratings at the BBB level reflect an opinion of good credit quality.

The information sourced from Standard & Poor's, Moody's and Scope has been accurately reproduced and, as far as Lufthansa is aware of and able to ascertain from information published by Standard & Poor's, Moody's and Scope, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Lufthansa Group's credit rating have a material adverse effect on the cost and availability of financing or refinancing opportunities and significantly adversely affect the willingness of business partners to conduct business with Lufthansa Group. For example, if Lufthansa Group's credit ratings were downgraded further, Lufthansa Group may face significant difficulties in finding counterparties for its hedging transactions or may be required to fully cash collateralise these transactions with a corresponding negative effect on Lufthansa Group's liquidity. In addition, the downgrading of its credit rating could also force Lufthansa Group to accept termination clauses that would be triggered in the event of renewed negative rating actions by certain credit rating agencies in future contracts that Lufthansa Group enters into. If its credit ratings are further downgraded, Lufthansa Group may only be able to meet its financing and refinancing requirements on significantly less-favorable terms, for example at higher interest rates⁹ or with additional collateral requirements or not at all. This also applies to current funding instruments, including state stabilisation measures like the KfW Financing and the Swiss Loan, which provide for interest step-ups (based on a rating grid) in case of rating events or similar provisions with negative funding impacts in form of direct or indirect increased costs of funding for Lufthansa Group. Furthermore, downgrades in the ratings of Lufthansa Group may also lead to negative impacts concerning the participation in governmental stimulus packages and/or measures introduced by central banks (see also "*Risks related to the SARS-CoV-2 pandemic and related developments – Availability of governmental and/or other financial support programs*" above). These outcomes could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations and increase risks of liquidity (see also below "*Lufthansa Group may not be able to maintain adequate liquidity*").

Lufthansa Group is exposed to the risk of payment default by its contractual partners.

Particularly in its Logistics, MRO, and Catering business segments, Lufthansa Group generates a significant portion of its revenue from a comparatively small number of customers. For instance, the ten highest revenue-generating customers (not including Group companies) in 2019 accounted for approximately 32% of external revenue in the MRO segment and approximately 54% of external revenue in the Catering segment. The share of external revenue in the Logistics segment attributable to the top 10 customers was approximately 41% in 2019.

For certain categories of transactions, Lufthansa Group has a limited number of counterparties. For example, Lufthansa Group enters into transactions to hedge currency, fuel price, and other risks with a limited number of banks and financial institutions. In addition, Lufthansa Group insures its aircraft fleet operations with companies such as Delvag Luftfahrtversicherungs AG, a Lufthansa subsidiary, which, in turn, obtains insurance from only a limited number of re-insurers. Moreover, Lufthansa Group regularly pays deposits on aircraft orders to aircraft manufacturers. In some business segments, particularly MRO, the advance performance of services to customers is significant.

The result of Lufthansa Group's contractual partner structure is that total receivables in respect of individual customers, re-insurers, and banks or financial institutions sometimes accrue in considerable amounts. There is a risk that these receivables could be uncollectible in whole or in part if contractual partners fail to pay or experience a temporary inability to pay or become insolvent and it is expected that such risks even increase due to the current situation around Covid-19 and the economic downturn in this context (see above "*Risks related to the SARS-CoV-2 pandemic and related developments*"). In addition, a reduction or elimination of demand for Lufthansa Group's services by a key customer due to insolvency could lead to a fall in revenue. In the future, if contractual partners who owe considerable amounts to Lufthansa were to become insolvent, including due to the economic crisis, or if key customers were to halt or curtail their business operations, this could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Hedging costs

Lufthansa Group uses standard market instruments for fuel hedging and hedges fuel price risks mostly with option structures. As of 30 September 2020, around 88% of the forecasted fuel requirement for the remaining year 2020 and around 53% of the forecasted fuel requirement for the year 2021 were hedged with fuel price derivatives designated under hedge accounting. As of 30 September 2020, Lufthansa Group expected fuel expenses of around EUR 2.0 billion for the year 2020. This forecast was based on the expected fuel

⁹ The financing conditions for the state aid in Switzerland as well as the syndicated KfW loan are linked to the credit rating of the Lufthansa Group, i.e. a further downgrade would lead to increased interest rates.

consumption, existing hedges designated under hedge accounting, Brent crude oil forward prices and EUR/USD forward exchange rates.

Due to the outbreak of Covid-19 and the cancellation of many of the flights of Lufthansa Group's Airlines, the forecasted fuel requirement is below the initially planned fuel requirement. Nevertheless, Lufthansa has to fulfill all obligations of all financial derivatives entered to hedge fuel and foreign exchange risks.

As of 30 September 2020, the decline in flight traffic due to Covid-19 meant that fuel prices and foreign currencies were still “overhedged”, meaning hedging relationships previously designated under hedge accounting rules had to be terminated early. The corresponding hedging instruments are accounted for through profit or loss as standalone derivatives until their due date. The realised result of hedging relationships terminated in the nine months ended 30 September 2020 came to expenses of EUR 660 million for fuel hedging and income of EUR 22 million for foreign currency hedges, which is accounted for in financial result. Additionally market value changes of undue, former hedging instruments further burden the financial result. Undue fuel hedges accounted for expenses of EUR 104 million and foreign currency hedges for expenses of EUR 1 million in the nine months ended 30 September 2020. Overall, terminated hedging relationships therefore had an earnings impact of EUR –743 million. EUR 566 million has been paid out in cash until end of September to settle such transactions. In total, as of 30 September 2020, Lufthansa Group had outstanding fuel derivatives initially covering net 1.4 million tons of fuel consumption marked as trading in their books and outstanding FX derivatives with a volume of EUR 671 million which are not designated as hedging. Changes of market prices may significantly affect both forecasted fuel expenses and the impact of undesignated hedging instruments and therefore significantly affect the financial business performance of Lufthansa Group.

Fluctuations in currency exchange rates can have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Given the international nature of its business, Lufthansa Group generates a substantial portion of its revenues, and incurs a substantial portion of its operating expenses, in foreign currencies, especially US Dollars, Japanese Yen, Swiss Francs and British Pounds Sterling. In addition, Lufthansa Group holds interests in a series of companies, especially in the Network Airlines, Catering and MRO business segments, that are incorporated outside the Eurozone and whose cash flows are therefore generated in currencies other than the Euro. Therefore, fluctuations in exchange rates between the Euro and non-Euro currencies will affect the translation of the financial results of Lufthansa Group's consolidated non-Euro subsidiaries into Euro and will also affect the value of any contributions that Lufthansa Group's business segments generate. Exchange rate changes may also affect Lufthansa Group's consolidated balance sheet. Changes in the Euro values of Lufthansa Group's consolidated assets and liabilities resulting from exchange rate movements may cause Lufthansa Group to record foreign currency gains and losses. In addition, most of Lufthansa Group's consolidated debt and capital expenditure commitments are denominated in Euro or US Dollars. Therefore, Lufthansa Group's ability to use cash received in a currency other than the Euro or US Dollars to service its debt or capital expenditure commitments could be adversely affected by changes in exchange rates against the US Dollar or Euro. Further, all Lufthansa Group's aviation fuel expenses are denominated in US Dollars.

Although it pursues a policy of hedging such currency risks, Lufthansa Group is nonetheless subject to significant exposure to currency fluctuations. Significant fluctuations in the exchange rate of the Euro, and also that of the US Dollar, in relation to other currencies could therefore have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

There is an additional risk that Lufthansa Group's executed currency hedging might not fully protect it against fluctuations in exchange rates or may otherwise reduce or negate the benefit it is able to derive from positive changes in exchange rates. If its hedging policy proves unsuccessful, it could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Fluctuations in interest rates could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group hedges against interest rate risks by using floating interest rates for the majority of its financial liabilities. As such mostly of Lufthansa Group's financial liabilities are either at floating rates from the outset or are swapped into floating rates using derivatives. Floating interest rates tend to fluctuate based on general economic conditions, prevailing market interest rates and the supply of, as well as demand for, credit. To the extent floating interest rates increase, Lufthansa Group's interest expense will increase, in which event

Lufthansa Group may have difficulties making interest payments and funding its other fixed costs, and Lufthansa Group's available cash flow for general corporate purposes may be adversely affected. Therefore, fluctuations in interest rates could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group's revenue and profits are susceptible to seasonal fluctuations.

Demand for Lufthansa Group's services by passengers, in particular leisure travelers, varies over the course of the year, which causes Lufthansa Group's quarterly results to fluctuate. During the winter months, Lufthansa's revenues are typically lower than in the rest of the year, which is generally reflected in lower operating results in the first and fourth quarters. Lufthansa Group's passenger numbers are highest in September and October. In 2019, Lufthansa Group's Adjusted EBIT was EUR -336 million in the first quarter, EUR 754 million in the second quarter, EUR 1,297 million in the third quarter and EUR 311 million in the fourth quarter. As a result of quarterly fluctuations, the level of Lufthansa Group's aircraft utilisation and profitability fluctuates during the year. In 2020 the Covid-19 effects overlaid these seasonal fluctuations. Lufthansa Group's Adjusted EBIT was EUR -1,220 million in the first quarter, EUR -1,679 million in the second quarter and EUR -1,262 million in the third quarter.

Lufthansa Group's pension obligations could substantially increase and exceed the provisions it has recognised for these obligations in its accounts.

Lufthansa Group has significant pension obligations towards its employees. The Group's pension obligations comprise both defined-benefit and defined-contribution plans and include both obligations to make current payments and entitlements to future pension payments. Obligations under defined-benefit pension plans for Group employees related mostly to pension obligations in Germany, Switzerland, Austria and the USA. Various commitments have been made to different groups of employees. The defined-benefit pension obligations are, in a relevant part, covered by pension funds or insurance and partly by provisions. The amount of these provisions is based on certain actuarial assumptions, including discount factors, demographic trends, pension trends, future salary trends and expected returns on plan assets. If actual results, particularly in relation to discount factors, were to deviate from these assumptions, or if actuarial assumptions change, there could be a substantial increase in pension obligations and a resulting increase in the provisions for pensions on Lufthansa Group's balance sheet. Lufthansa Group bears the risk that the value of plan assets will decrease, including with respect to pension obligations whose coverage has been outsourced to external funds, since its employees will in all cases have direct subsidiary claims against it.

From 1 January 2013, the revised IAS 19 "Employee Benefits" has become effective, which has eliminated, for all intents and purposes, the 10% corridor approach. Thus, actuarial gains and losses are to be recognised directly in "Other comprehensive income", taking deferred taxes into account. Changes in the discount rate used to measure defined-benefit pension obligations and fluctuations in the market value of plan assets for funded pension plans, can in particular result in considerable and unpredictable fluctuations in the balance sheet, as well as shifts between equity and liabilities applying the revised IAS 19. With regard to pension fund assets, Lufthansa Group is exposed to general financial market risks of below-average portfolio performance as well as to the risk of errors in the choice of investments. All the above factors could have material adverse effects on Lufthansa Group's net assets, as well as Lufthansa Group's financial and earnings position.

As of 31 December 2019, the present value of Lufthansa Group's pension plans was EUR 491 million for unfunded pension obligations and EUR 24,374 million for funded pension obligations. As of 31 December 2019, the fair value of external plan assets was EUR 17,960 million for pension obligations. As of 31 December 2019, the pension provisions of Lufthansa Group were EUR 6,658 million (as of 31 December 2018: EUR 5,865 million).

As of 30 September 2020, the pension provisions of Lufthansa Group were EUR 8,073 million. The discount rate used to calculate these obligations in Germany was 1.3%. As of 31 December 2019, the rate was 1.4%.

3. Risks related to the airline industry

The airline industry as a whole is highly susceptible to the effects of adverse economic developments, which may lead to lower demand for flights and overcapacity in the market and, as a result, reduced fares and profitability.

Economic downturns generally lead to an overall decline in flight demand, both in the passenger and cargo flight segments. Furthermore, effects resulting from the Covid-19 pandemic have already led to such decline in flight demands and it is expected that such decline will even develop further.

In particular, Lufthansa Group's Network Airlines segment generates higher margins on ticket sales to first class and business class passengers than on ticket sales to premium economy class and economy class passengers. Economic downturns generally lead to lower demand for these high-margin tickets and effects resulting from the Covid-19 pandemic have already led to such lower demand as corporate and business clients modify their business travel guidelines to cut costs. In addition, economic downturns resulting from the Covid-19 pandemic or resulting from other circumstances and effects cause leisure travelers to book flights increasingly in less expensive, and, therefore, less profitable fare classes and to take advantage of deals offered by low-cost airlines. As spending on leisure travel is largely discretionary, this spending also is likely to be significantly reduced or cut during economic downturns.

The lower number of passengers in economic downturns leads to excess capacity in the passenger airline industry, which results in increased competitive price pressure.

The nature of Lufthansa Group's cost structure makes it difficult for Lufthansa Group to respond flexibly to these potential adverse effects of economic downturns and shocks. Flight operations have a high percentage of fixed costs, including those related to fuel, labor costs, aircraft depreciation, air traffic control fees and take-off/landing fees. Regardless of the number of passengers, these costs remain constant so that the marginal cost for each additional passenger or additional unit of cargo is low. Airline revenue, however, results primarily from the fares or freight rates paid so that the marginal revenue from each additional passenger or unit of cargo is relatively high. Any decline in passenger numbers or freight volume will lead to a decline in revenues without a proportionate drop in costs because such fixed costs generally cannot be reduced on short notice, and some of these costs cannot be reduced by any meaningful amount or at all. To increase profitability during economic downturns, Lufthansa Group has in the past reduced the number of flights it offers. Reducing flight frequency through the cancellation of flights may decrease the demand for Lufthansa Group's services, as Lufthansa Group may no longer offer the necessary minimum flight frequency to its customers. In this context, reference is made to "*Risks related to the SARS-CoV-2 pandemic and related developments*" above.

An economic downturn may negatively affect spending on airline tickets and airfreight transport.

In addition to the current situation in the context of Covid-19 (see "*Risks related to the SARS-CoV-2 pandemic and related developments*" above), national economies, and the global economy as a whole, are currently still experiencing ongoing uncertainty, which result in a period of economic slowdown or even downturn. If domestic economies that are particularly important to Lufthansa Group's business and/or the global economy undergo a prolonged period of uncertainty or a significant downturn, such as the downturns that a number of countries have experienced as a result of the European sovereign debt crisis, or if Lufthansa Group's customers believe such a period of uncertainty or a downturn will reemerge for a sustained period, Lufthansa Group's customers may reduce their air travel and airfreight spending and air travel and airfreight budgets. Such reductions could lead to a further drop in the profitability of, or even losses in, Lufthansa Group's Network Airlines, Lufthansa Group's most important business segment, and/or Lufthansa Group's Logistics segment.

Further, the number of new aircraft ordered by competitors and the current growth prospects mean that overcapacities are expected to persist in both the passenger and airfreight markets in the future. This could increase pressure on Lufthansa Group's average yields. Lufthansa Group's ability to remain competitive under these conditions depends primarily on how flexible Lufthansa Group is in reducing costs and adjusting capacities and how fast Lufthansa Group can react to changes in demand. Lufthansa Group cannot guarantee that measures taken to optimise income by adjusting its prices and capacity to the demand situation will successfully remedy the adverse effects of an economic downturn.

Consolidation in the aviation market could lead to increased competition for Lufthansa and playing an active role in the market consolidation could lead to write downs and future losses.

The European aviation market underwent significant consolidation in the past years which may even develop further and faster due to the ongoing and current situation and factors around Covid-19 (see also “*Risks related to the SARS-CoV-2 pandemic and related developments*” above). In particular, due to the spread of Covid-19 and also due to the insolvency filings of Alitalia, Air Berlin, Germania and Thomas Cook, shifts in market shares are likely to occur and lead or, as the case might be, occurred and led to new market entries and stronger market positions of airlines which were previously not as active in Lufthansa’s main markets. Although Lufthansa aims at playing an active role in these consolidations, it cannot be excluded that Lufthansa is not able to obtain assets such as aircraft as well as crew to increase or even keep its market share. Further it cannot be excluded that new aircraft and routes will not be as profitable as estimated which could lead to material losses. Lufthansa’s competitive standing might be weakened in the consolidation process following airline insolvencies.

Terrorist attacks, political uprisings, armed conflicts and their consequences could have a material adverse effect on Lufthansa Group’s business.

Terrorist attacks, political uprising and armed conflicts worldwide continue to have significant negative effects on the international airline and tourism industry, including Lufthansa Group. Moreover, the threat posed by terrorist attacks, including sabotage, bioterrorism and new forms of terrorism, as well as war, civil war and riots, has a growing adverse effect on the global business and political environment. This atmosphere of uncertainty is likely to continue for the foreseeable future and would likely intensify dramatically in the event of further attacks, particularly if they were targeted against civil aviation, business centers or tourist destinations. Such events could have direct adverse effects by, for example, causing a sharp decline in the demand for air travel and other services offered by Lufthansa Group’s various business segments. Significant cost cutting as a result of such a decline by major airlines that are its customers could have negative consequences for Lufthansa Group, including its MRO and Catering business segments. Lufthansa Group could incur higher costs and reduced revenues as a result of additional security precautions, whether undertaken voluntarily or in accordance with regulatory requirements. In the event of armed conflicts, there is a risk that Lufthansa Group could be restricted from flying to or over certain areas, which could curtail its flight operations and route planning. All of the aforementioned factors and additional consequences of terrorist attacks or armed conflicts could have a material adverse effect on Lufthansa Group’s cash flows, financial condition and results of operations.

The airline industry is particularly vulnerable to the effects of epidemics and natural disasters including extreme weather conditions.

Natural disasters, including extreme weather conditions, or epidemics of regional or global proportions (such as Covid-19, see above “*Risks related to the SARS-CoV-2 pandemic and related developments*”) could result in substantial reductions in, and cancellations of, bookings and cause overall demand for Lufthansa Group’s services to drop. This relates to the passenger business in particular but also to the Logistics, Catering and MRO business segments.

Activity from volcanoes or other natural or man-made disasters, are likely to materially and adversely affect Lufthansa Group’s passenger and cargo volumes. In response to future natural or man-made disasters, regulatory authorities may impose operating restrictions at airports, such as landing and take-off curfews, mandatory flight paths, runway restrictions and limits on the number of average daily departures. These restrictions may limit Lufthansa Group’s ability to provide services at such airports and may cause Lufthansa Group to incur additional costs, which could result in a material adverse effect on Lufthansa Group’s cash flows, financial condition and results of operations.

Health epidemics and outbreaks of contagious diseases, including but not limiting to the before mentioned, could materially and adversely affect Lufthansa Group’s business sustainably. The spread of an epidemic, such as happened during the worldwide spread of Covid-19 since the beginning of 2020, can result in the permanent closure of many businesses and comprehensive quarantine measures to prevent the transmission and contain contagion. In addition, governments have issued and could issue further bans on air travel during epidemics (with regard to Covid-19 see above “*Risks related to the SARS-CoV-2 pandemic and related developments*”). Any prolonged recurrence of viruses or the prolonged onset of Covid-19 or other adverse public health

developments in Germany or elsewhere may have a material adverse effect on Lufthansa Group's business operations, with materially adverse effects, especially but not limited to its flight network and flights scheduled.

Infections of humans can lead to death. This could include illness and loss of its management and key employees, as well as temporary closure of its offices, subsidiaries, plants, adverse effects. Such losses would severely disrupt Lufthansa Group's business operations. These and measures taken by the governments of countries affected, could have material adverse effects on the business, financial condition and results of operations of Lufthansa Group.

The occurrence of natural disasters or epidemics in the future could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

4. Legal, regulatory and tax risks

Risks relating to legal compliance and other economic and administrative regulations.

As a globally operating airline with a substantial market presence in some regions, and due to its integration in Star Alliance, the world's largest airline alliance, Lufthansa Group is exposed to the risk that antitrust authorities or courts could restrict or entirely prohibit inorganic expansion. Antitrust issues could also arise in relation to future partnerships and alliances, or the strengthening of existing ones. In such cases, there would be an examination by the antitrust authority of each country in which the cooperative arrangement would have effects and the antitrust laws and regulations of such countries would apply.

There is also a risk that, if Lufthansa Group is in violation of other economic or administrative regulations, including permit and reporting obligations, it could be prohibited from pursuing certain business activities and could receive penalties or fines or have other conditions or obligations imposed on it.

Since the introduction of the EU Market Abuse Regulation ("**MAR**") in 2016, there is an increased risk of substantial penalties for delayed or omitted ad-hoc notifications, infringements of the insider trading prohibition, the prohibition of market manipulation or other organisational failures by Lufthansa Group or its employees and managers. Furthermore, Lufthansa faces the risk of significant fines and cost increases resulting from regulations, such as the European Market Infrastructure Regulation ("**EMIR**") and the Markets in Financial Instruments Directive ("**MiFID II**"). These regulations impose stricter rules on capital market, trading and market infrastructure compliance. The increase of regulation leads to increased costs for internal compliance measures and potentially to the increase of hedging costs for Lufthansa. Similarly, stricter capital requirements for banks due to Basel IV could increase Lufthansa's financing costs.

Examinations by authorities to determine potential violations of antitrust regulations or other economic or administrative regulations, even unsubstantiated suspicions of such violations, could have substantial negative effects on Lufthansa Group's business. Actual violations of these regulations could lead to significant fines and/or claims for damages by injured parties. By way of example, Lufthansa Group has been subject to investigations instituted by various antitrust authorities, charging that Lufthansa Group, together with several other air cargo carriers coordinated surcharges (such as fuel and security surcharges) and agreed to eliminate or prevent discounting of surcharges. While these proceedings have in the meantime been settled or are in the process of being appealed, Lufthansa Group is currently subject to private civil actions for damages by customers in relation to price fixing charges in the air cargo sector. Decisions rendered against Lufthansa might result in significant fines or burdensome conditions and obligations (for example, the surrender of slots without compensation).

Any decision rendered or procedure initiated against Lufthansa or its officers by an authority or court, including the prohibition of a cooperative arrangement or a merger or the imposition of penalties, large fines or burdensome conditions and compliance obligations could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group handles the personal data (the "**PD**") of its customers throughout the world. On occasion, Lufthansa Group or its business associates may experience a breach under the EU's General Data Protection Regulation and/or other similar laws (the "**Data Protection Laws**") when there has been impermissible use, access, or disclosure of unsecured PD, a breach under the Data Protection Laws when Lufthansa Group or its business associates neglect to implement the required administrative, technical and physical safeguards of its electronic systems and devices, or a data breach that results in impermissible use, access or disclosure of personal identifying information of its employees and customers. The General Data Protection Regulation

imposes substantial new worldwide obligations on the processing of personal data. These laws continue to develop globally and differ from jurisdiction to jurisdiction, which increases the complexity and costs of Lufthansa Group's global data protection and security compliance programs.

Lufthansa Group redesigned the policies and procedures for internal reporting of potential privacy breaches and external reporting of privacy breaches, as governed by EU law, to comply with the European Union's General Data Protection Regulation. These policies and procedures are intended to help ensure (i) Lufthansa Group's compliance with the strict reporting deadlines of the EU General Data Protection Regulation and similar laws and regulations and (ii) swift remediation of any process defect. Violations of data protection regulations could therefore have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Litigation risks.

Lufthansa Group companies are involved in a number of lawsuits in Germany and in other countries, both as plaintiff and as defendant. These lawsuits relate to claims that arise in the ordinary course of Lufthansa Group's business. A large number of these lawsuits involve the Network Airlines business segment and relate to personal injuries alleged to have been suffered on flights, service disruptions (including flight delays and lost or damaged luggage), and allegations of inadequate information regarding visas and other conditions of entry. There are currently several proceedings pending against Lufthansa Group in connection with anticompetitive arrangements by Lufthansa Cargo, and it is facing antitrust investigations and claims for damages by customers. In addition, Lufthansa Group is party to a number of lawsuits relating to matters of labor and employment law. It is generally not possible to predict the outcome of pending or threatened legal proceedings. This is particularly true of lawsuits in the USA, in light of the large amounts of damages being claimed in some of these proceedings.

There is no guarantee that Lufthansa Group will not be held liable and ordered to make substantial payments in one or more of the lawsuits or in class actions under Common Law for example in the USA or UK, in which it is or may be involved. A negative outcome in one or more of the pending or threatened high-value lawsuits, or in several relatively low-value lawsuits, could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group is exposed to additional risks in connection with the aircraft loss of Germanwings flight 4U9525 on 24 March 2015. On 24 March 2015, Germanwings flight 4U 9525 crashed on its way from Barcelona to Dusseldorf in the French Alps, killing all 144 passengers and six crew members on board. The data recovered from the Airbus A320's two black boxes have led the investigators to believe that the aircraft was intentionally sent into descent by the co-pilot. This finding was confirmed by the French Bureau of Enquiry and Analysis for Civil Aviation Safety (BEA) in its final report issued in March 2016.

Germanwings is compensating the families of the passengers according to the applicable provisions of the relevant jurisdictions. Although a significant number of families have signed full and final settlement agreements, some other families have opted to sue Germanwings, Lufthansa and/or other Group companies in various jurisdictions in order to obtain higher compensation. Especially those claims launched in US courts bear significant litigation risks and could potentially result in large awards of compensatory damages. Though Lufthansa Group has adequate insurances in place there is no absolute certainty that Lufthansa Group will be fully indemnified by its insurers. In addition, the incident itself, any protracted legal disputes with the bereaved families or any other kind of administrative proceeding or investigations could harm Lufthansa Group's reputation.

The occurrence of any of these events could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Passenger rights cause additional cost for airlines.

A number of jurisdictions have implemented provision on passenger rights, obliging airlines to provide assistance and care, as well as rerouting or reimbursement to passengers in cases of flight disruptions or denied boarding. In addition, airlines have to compensate passengers in certain cases. Under EU law (Air Passenger Rights Regulation (Regulation (EC) No 261/2004)), such compensation is between EUR 250 and EUR 600 depending on the length of the flight and the causes of the disruption. In the course of the years, the European Court of Justice (ECJ) has interpreted the aforementioned regulation to the favor of the passengers thus increasing the financial burden for airlines. Furthermore, reference is made to the increasing risks in the context

of Covid-19 (see above “*Risks related to the SARS-CoV-2 pandemic and related developments- Ticket and sales reimbursements*”).

In 2013, the EU Commission published a proposal for the revision of Air Passenger Rights Regulation (Regulation (EC) No 261/2004), aiming at defining the rights of passengers more clearly and finding a fair burden sharing in cases of force majeure, such as the volcanic ash crisis and airport closures due to adverse weather conditions. The revision has not been finalised yet and the discussions between EU Council, EU Parliament and EU Commission are still ongoing. New passenger rights regulation might increase potential compensation payments which could have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations.

Future changes in tax laws and changes that have already taken place, the effect of which on Lufthansa Group’s tax burden will depend on future developments, could lead to a higher tax burden for it.

It is possible that changes in applicable tax laws in Germany or at the EU level may increase Lufthansa Group’s tax burden. For example, Lufthansa Group may experience a material adverse effect if the tax exemption applying to kerosene is repealed. In addition, Lufthansa Group is being subject to higher regulatory taxes in relation to, in particular, governmental initiatives to reduced carbon emissions. See — “Lufthansa Group is facing increasing costs as a result of regulatory measures to restrict the emission of greenhouse gases and related models of emission rights trading”.

Lufthansa Group has taken out numerous loans in connection with its business. These borrowings require interest and principal payments. For corporate income tax purposes, the deduction of interest on loans may be restricted by Section 4h of the German Income Tax Act (*Einkommensteuergesetz*) in conjunction with Section 8a of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*) (the “interest barrier”). The restriction is triggered, for example, when the amount intended for deduction reaches a certain proportion of a key figure derived from a company’s earnings. The applicability of the interest barrier, therefore, depends on the earnings Lufthansa Group achieves; these earnings fluctuate and therefore cannot be predicted with any certainty. If Lufthansa Group is increasingly affected by the applicability of these regulations in the future, this would result in a higher tax burden and would in turn have adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations.

External audits of, and tax proceedings involving, Lufthansa and its subsidiaries could lead to additional tax payment obligations.

Lufthansa Group is involved in regular external tax audits and, from time to time, tax proceedings in Germany and the other jurisdictions in which Lufthansa Group has operations. Some external tax audits and tax proceedings involve complex tax matters and are subject to substantial uncertainty and could give rise to imposition of material additional tax payments. The German external tax audits have mainly related to impairment losses recognised before 2008 on shareholder loans to various domestic and foreign Group companies, individual leasing structures, the treatment of income from special investment funds, acquisition-costs of SWISS, the classification and valuation of spares and material at Lufthansa Technik AG and various provisions. The most recent finished external tax audit of Lufthansa’s Group covered the fiscal years up to and including 2012 and was completed in February 2019. The main prospective additional tax payments for the periods 2006-2009 and 2010-2012 are already paid. The external tax audit for the years 2013 to 2015 started in 2017 and is still ongoing. There are no material findings so far. Lufthansa Group is currently engaged in legal and administrative tax proceedings regarding its tax positions in Germany and certain other jurisdictions in which Lufthansa Group has operations.

Because of varying legal interpretations by the tax authorities regarding tax matters or underlying circumstances, there is a possibility that the tax authorities or tax courts will demand additional tax payments on the occasion of current or future external tax audits. Additional tax payments or demands for additional tax payments could have an adverse effect on Lufthansa Group’s cash flows and financial condition.

Liability risks in connection with Lufthansa Group’s investments in airport infrastructure.

Together with Air France, Japan Airlines and Korean Air, Lufthansa Group is a stakeholder in the operator of Terminal 1 at John F. Kennedy International Airport in New York and is jointly liable, together with the operator, for a minimum lease payment to the appropriate Port Authority in respect of Terminal 1. In their use

agreements with the operator, the airlines further gave their unrestricted, unconditional and irrevocable undertaking and guarantee to pay all payment obligations of the operator. If any of the parties fails to pay amounts due under a use agreement, the use agreements furthermore provide that the amounts in question will be paid by all of the parties that are not in arrears in proportion to their respective interest in the operator. If the total rental proceeds generated by the operator of Terminal 1 from these airlines and any other air carriers and lessees at Terminal 1 on the basis of sub-lease agreements were to fall short of the minimum lease payments contractually agreed with the Port Authority, for example, because of rent losses, delayed payments, vacancies or other delays in leasing, the four guarantor airlines would be jointly liable for the shortfall. Accordingly, Lufthansa Group, together with the other three airlines, would be responsible for the deficit resulting from such loss of rental income. If the other three airlines were to default on their respective obligations under the joint liability, Lufthansa Group would have sole liability. Any claims arising from such liability could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group holds an indirect general partner's interest of 40% in Terminal 2 Gesellschaft mbH & Co OHG involved in a joint project to construct and jointly operate a passenger terminal, Terminal 2, at Munich Airport. Lufthansa Group is jointly and severally liable to the full extent for all liabilities and payment obligations of this partnership. Among other borrowings, this partnership has obtained a syndicated credit facility in the total amount of EUR 1,100 million drawn in several tranches with a graduated repayment schedule with the last tranche being repaid in the year 2033 to finance the construction of Terminal 2, a further syndicated credit facility in the total amount of EUR 725 million, with a drawdown schedule through 2015 and a graduated repayment schedule through the year 2021 to finance the construction of a sub-terminal of Terminal 2 and a further bilateral credit line in an amount of EUR 100 million with a graduated repayment schedule with the last tranche being repaid in 2030. If the Munich Airport partnership was no longer able to meet its obligations, the shortfall would have to be borne solely by Lufthansa Group or together with the other partner. This could have material adverse effects on Lufthansa Group's cash flows, financial condition and results of operations.

Lufthansa Group is also exposed to liability risks arising from its interests in companies involved in fueling, fuel storage, hydrant systems operation and handling companies at airports it uses in the Federal Republic of Germany, the USA and Canada. The investing activities of these companies are financed mostly by external capital. The interest and principal payments these companies make for their credit liabilities, as well as the operating costs of the companies, must be generated from the charges for fueling and handling services, as well as for the use of the respective fuel depot or hydrant system. If the income generated falls short of the interest payments, principal payments and operating costs (for example, because of payment delays, defaults or non-use of the services offered by the companies), the respective partners are liable for the difference and, if loans are called, for the liabilities of the respective company under such loans. If one or several of these companies were no longer able to meet their obligations, the shortfall would have to be borne by Lufthansa Group alone or together with other shareholders. In the latter case, Lufthansa Group would also be exposed to the risk that the remaining shareholders might be unable to pay. The occurrence of such a liability event could have a negative effect on Lufthansa Group's cash flows, financial condition and results of operations.

National and international conflicts and sanction mechanisms could have a material adverse effect on Lufthansa Group's operation and business.

As a globally operating organisation, Lufthansa Group highly depends on smooth and uninterrupted cross-border and cross-cultural operation conditions which are currently under severe regulation, *inter alia*, due to the current situation around Covid-19 (see also "*Risks related to the SARS-CoV-2 pandemic and related developments – Entry regulations*" above). Furthermore, local as well as international conflicts might negatively impact Lufthansa Group's business directly and indirectly. Worldwide, political tension between the US, China, Iran and North Korea as well as Russia and the conflicts in Syria, Turkey and Belarus could have a major impact on the economy and therefore also on the airline industry worldwide. Any conflict, especially in regard to regions where Lufthansa Group provides relevant services or on which Lufthansa Group depends to be provided with services might result in a material adverse effect on Lufthansa Group's operation and business as a whole.

The occurrence of any of the following could have a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations:

- difficulties in staffing and managing international operations;

- potentially adverse tax consequences and governmental fees, including as a result of inconsistent or unforeseeable interpretations of tax laws;
- costs of complying with various regulatory regimes;
- restrictions and costs relating to compliance with different legal standards and enforcement mechanisms, as well as limitation on transfers of capital;
- volatile political and market instability;
- imposition of quotas relating to the composition of the employee base;
- economic instability and related impacts on foreign currency exchange rates;
- local permissions and access to local infrastructure;
- different terms and payment delays of accounts receivable in the countries in which Lufthansa Group operates; and
- changes in foreign and domestic laws and policies that govern operations of foreign-based companies.

5. Environmental, social and governance risks

Labour law implications.

Due to the outbreak of Covid-19, the measures imposed by authorities and the severely reduced operations of Lufthansa Group, a significant number of Lufthansa Group employees are forced to cease to work but with continued payment entitlement. Public Governments and public authorities in several countries where Lufthansa Group has operations introduced new schemes or improved existing schemes to mitigate the employer's financial situation, e.g. reductions in pay by introducing short-time work, temporary layoffs, enforced leave or permanent home based working. Applying cost-saving schemes requires Lufthansa Group to have specific agreements with unions, works councils and/or employees. The magnitude of cost savings depends on the final conditions agreed by collective or individual agreements with affected employees. For Germany, Lufthansa Group already applied for short-time work funds from the unemployment agency for employees in cockpit, cabin and ground.

As at the date of this Base Prospectus, Lufthansa is in negotiations with its main labor unions (Cabin crew union "UFO", pilot's union "Vereinigung Cockpit" and union "ver.di") on crisis packages. On 10 November 2020, Lufthansa and ver.di reached out an agreement on an initial crisis package with a volume of more than EUR 200 million which shall mainly apply to the ground staff of Lufthansa, Lufthansa Technik AG and Lufthansa Cargo AG. This crisis package still requires the approval of the members of ver.di and may require further approvals. Despite the progress on the above negotiations, it cannot be ruled out that negotiations will be re-opened or modified which in turn would require further involvement on Lufthansa's side including substantial detrimental financial effects.

The continued low demand for air travel, ongoing travel restrictions for many countries and the reduced number of aircrafts under operation can make it necessary for Lufthansa Group to downsize its staff significantly or to achieve adequate personnel cost savings. Lufthansa Group requires both cooperation and agreements with unions and works councils to achieve cost savings from downsizing or other cost saving measures. Downsizing measures can result in the need for Lufthansa Group to pay severance payments or other benefits / costs for terminations.

In addition to the above mentioned schemes, certain training courses and new hires have been cancelled. There exists a risk that the current working conditions and circumstances, including applying reductions in pay, pay freezes, short-time work, dismissals or similar measures lead to increased fluctuation and loss of qualified staff, in particular of qualified executives.

Consequences of these factors may significantly affect the financial and business performance of Lufthansa Group.

Lufthansa Group is dependent on good relations with its employees and their unions – Union disputes, employee strikes or slowdowns and other labor related disruptions could impair Lufthansa Group’s financial performance.

Staff costs are one of Lufthansa Group’s biggest operating expenses. In 2019, staff costs amounted to EUR 9,121 million and represented 24.4% of its total operating expenses.

Lufthansa Group faces the risk of complicated negotiations with unions due to increased activism of each union seeking to obtain the best terms, which have in the case of ver.di led drawn out negotiations. Due to the numerous collective agreements and different interests within and between the unions, there is a risk that possible cost reductions and efficiency improvements with regard to staff usage may be met with resistance from the unions. These risks are increased due to the current measures taken by Lufthansa Group in the context of Covid-19 (see “*Risks related to the SARS-CoV-2 pandemic and related developments - Labour law implications*”).

If Lufthansa Group is unable to negotiate collective agreements with the employees’ union representatives on commercially reasonable terms, it could have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations. Furthermore, programs and measures Lufthansa Group has initiated or will initiate in the future to reduce costs, may also include certain personnel measures that could potentially be met with resistance from Lufthansa Group’s employees. In case of a drawn-out industrial dispute by Lufthansa Group’s or third-party employees material adverse effects could occur on Lufthansa Group’s cash flows, financial condition and results of operations.

Furthermore, Lufthansa Group’s success is dependent to a large extent on the services of its key executives and qualified personnel. Since competition for executives is fierce, there is no certainty that in the future Lufthansa Group will be able to retain the required key executives and qualified personnel and to hire new ones. The loss of one or more Executive Board members or of other key personnel, as well as the difficulties presented by having to hire new qualified executives, could impair Lufthansa Group’s crisis management, future growth and could have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations. These risks are likely to increase due to the current measures taken by Lufthansa Group in the context of Covid-19 (see “*Risks related to the SARS-CoV-2 pandemic and related developments - Labour law implications*”).

Liability risks relating to possible environmental damage.

In its operations, especially in the passenger business as well as in the Logistics, MRO and Catering business segments, inadvertent environmental damage might occur in the form of leaks of harmful or hazardous substances, particularly kerosene or other oil products, that could contaminate Group-owned or third-party real estate, or pollute waterways or groundwater. This is particularly applicable with regard to the facilities operated by Lufthansa Technik where hazardous substances are stored, processed and discharged, as well as the other facilities and storage areas used by the Group. The event of such contamination or pollution could result not only in possible fines or other public law sanctions, but also in considerable costs for removal, restoration and disposal, as well as further liability risks. Environmental regulations could be tightened, which could lead to considerable costs or have other negative effects on Lufthansa Group’s operations. Public knowledge of such environmental damage caused by Lufthansa Group could also damage its reputation significantly. These events could therefore have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations.

Risk of increasing costs as a result of regulatory measures to restrict the emission of greenhouse gases and related models of emission rights trading.

Pursuant to the United Nations Framework Convention on Climate Change and the Kyoto Protocol, the signatory states have undertaken to control and reduce the emission of greenhouse gases. In order to meet its obligations under international law, in 2003 the European Union (the “EU”) introduced a model for the restriction of greenhouse gases and the trade in emission certificates that applies to certain industries.

In particular, Directive 2008/101/EC amending Directive 2003/87/EC brought aviation activities into the system of trading greenhouse gas emission certificates within the EU. The introduction of the Emissions Trading Systems (the “ETS”) in its original scope, i.e. including international flights departing the EEA, led to severe

international protests. Consequentially, the EU-ETS scope has temporarily been limited to intra-EEA traffic (“stop-the-clock”). Furthermore, due to changes to both EU ETS and the CH-ETS, flights between Switzerland and the EEA as well as Intra-Switzerland flights are now also subject to such regulations.

In addition to the EU ETS and CH ETS some national governments have implemented country-specific air traffic taxes with the pretext of targeting the carbon emissions or other environmental impacts caused by flights. For example, the German Air Traffic Tax Act (*Luftverkehrsteuergesetz* - the “**LuftVStG**”), imposes a travel tax on all bookings from 1 September 2010 and charged for passengers departing from a German airport with a commercial airline to a domestic or international destination from 1 January 2011. Since January 2012, the tax has been slightly reduced and currently amounts to EUR 12.90, EUR 32.67 or EUR 58.82 per passenger depending on the flight’s destination. The LuftVStG should be set off against government revenues from the EU ETS of aviation and the tax revenue should be limited to EUR 1 billion *per annum*. Nevertheless, the revenue from the air traffic tax has exceeded the one billion euro limit laid down in the law with around EUR 1.2 billion in 2019 (Lufthansa Group EUR 410 million in Germany). There was no ecological earmarking of these tax, e.g. to promote innovations in more energy-efficient and low-noise aircraft. Various studies estimate that Germany lost between 1.4 and 5 million passengers in 2011, which decided to switch to nearby non-German/EU airports due to the duty.

Austria, France, Sweden and the United Kingdom, among others, have also introduced similar air travel taxes. The introduction of these air travel taxes has made it necessary for Lufthansa Group to pass on the resulting cost increase to passengers. Nevertheless, Lufthansa Group may not be able to pass on current and future air travel tax and carbon emission permit costs in their entirety to Lufthansa Group’s customers via ticket prices and freight charges.

Furthermore, in order to establish an acceptable global policy instrument to reduce aviation carbon emissions International Civil Aviation Organisation (ICAO) developed CORSIA. This scheme will start in 2021. CORSIA aims for carbon neutral growth from international flights. For the next years Airlines must purchase offsets to compensate collective sectoral emission growth. Currently, there is uncertainty how these two schemes will be harmonized. There is a risk that this might result in a double burden situation – especially for European carriers. Such increased costs could have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations.

German and European regulators are discussing intensely the introduction of a fuel, carbon or passenger tax and other instruments (e.g. ban for short haul flights) to reduce aviation’s carbon emission. National taxes, levies, and bans will impact Lufthansa Group’s business and hub operation as customers might seek for alternative connections and cheaper prices and it will increase operational cost. The same effect will happen if taxes and levies were raised on a European level.

RISK FACTORS REGARDING THE NOTES

1. Risks related to the nature of the Notes

The Notes will be effectively subordinated to the Lufthansa Group's debt to the extent such debt is secured by assets that are not also securing the Notes.

Although the Terms and Conditions restrict the Issuer's ability to provide asset security for the benefit of other debt and require the Issuer to secure the Notes equally if they provide security for the benefit of Capital Markets Indebtedness (as defined in the Terms and Conditions), the requirement to provide equal security to the Notes is subject to a number of significant exceptions and carve-outs. To the extent the Issuer provides asset security for the benefit of other debt without also securing the Notes (e.g. as in the context of the KfW Financing, see "*Funding Risks and Implications of the Covid-19 financial stabilisation measures*"), the Notes will be effectively junior to such debt to the extent of such assets.

As a result of the foregoing, holders of any secured debt of the Lufthansa Group may recover disproportionately more on their claims than the holders of Notes in an insolvency, bankruptcy or similar proceeding. The Issuer may not have sufficient assets remaining to make payments on the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

The Notes are structurally subordinated to creditors of the Issuer's subsidiaries.

The Notes will not be guaranteed by any of the subsidiaries of the Issuer. Generally, claims of creditors of a subsidiary, including trade creditors, secured creditors, and creditors holding indebtedness and guarantees issued by the subsidiary, will have priority with respect to the assets and earnings of the subsidiary over the claims of creditors of its parent company. In the event of a liquidation, winding-up or dissolution or a bankruptcy, administration, reorganization, insolvency, receivership or similar proceeding of any subsidiary of the Issuer, such subsidiary will pay the holders of its own debt (including holders of third-party debt which such subsidiaries have guaranteed) before they would be able to distribute any of their assets to the Issuer. As a result, the Issuer may not have sufficient assets to make payments on the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Market Price Risk.

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The holders of Notes are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the holders of Notes sell the Notes prior to the final maturity of such Notes. If a holder of Notes decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the relevant Final Terms.

A holder of Fixed Rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market (the "**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

A holder of Floating Rate Notes is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

Liquidity Risk.

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Programme to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Currency Risk.

A holder of Notes denominated in a foreign currency (i. e. a currency which is different from the official currency where the investor is domiciled) is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro and a corresponding change in the euro value of interest and principal payments made in a currency other than euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

2. Risks related to the Terms and Conditions of the Notes

Risk of Early Redemption.

The applicable Final Terms will indicate (i) whether the Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand, (ii) whether the Notes will be subject to early redemption upon the occurrence of a change of control or an event specified in the applicable Final Terms (early redemption event) or (iii) whether the Issuer may have the right to call the Notes in case of minimal outstanding aggregate principal amount (clean-up call). Furthermore, the Issuer has a right for termination in the case of Floating Rate Notes if a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined following a Rate Replacement Event as set out in the Terms and Conditions. In addition, the Issuer will always have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to a change of control or an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of market interest rates on a call date.

Specific risks regarding Floating Rate Notes linked to EURIBOR or LIBOR.

The interest rates of Floating Rate Notes are linked to reference rates such as the Euro Interbank Offered Rate (EURIBOR) or the London Interbank Offered Rate (LIBOR) which are deemed to be “benchmarks” (each a “**Benchmark**” and together, the “**Benchmarks**”) and which are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

Key international proposals for reform of Benchmarks include (i) IOSCO's *Principles for Oil Price Reporting Agencies* (October 2012) and *Principles for Financial Benchmarks* (July 2013), (ii) ESMA-EBA's *Principles for the benchmark-setting process* (June 2013), and (iii) the Benchmark Regulation EU 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"). In addition to the aforementioned reforms, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of such potential reforms, the manner of administration of Benchmarks may change, with the result that they perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be consequences which cannot be predicted. Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives could have a material adverse effect on the costs of obtaining exposure to a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR Benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Investors should be aware that, if a Benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which are linked to or which reference such Benchmark will be determined for the relevant interest period by the fallback provisions applicable to such Notes. The Terms and Conditions of the Notes also provide for certain fallback arrangements in the event that a published Benchmark, such as LIBOR or EURIBOR (including any screen page on which such Benchmark may be published (or any successor page)) becomes unavailable.

In addition, due to the uncertainty concerning the availability of a Replacement Rate (as defined in §3 of the Terms and Conditions in Option II), the relevant further fallback provisions with a view to a Rate Replacement Event (as defined in §3 of the Terms and Conditions in Option II) may not operate as intended at the relevant time. If a Rate Replacement Event (which, amongst other events, includes the permanent discontinuation of the Benchmark) occurs, fallback arrangements will include the possibility that:

- (i) the relevant rate of interest could be determined by reference to a Replacement Rate determined by (i) the Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes, or (ii) failing which, an independent advisor (each, the "**Relevant Determining Party**"); and
- (ii) such Replacement Rate may be adjusted (if required) by an Adjustment Spread (as defined in §3 of the Terms and Conditions in Option II) to be applied to the Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the Issuer and the holders of Notes that would otherwise arise as a result of the replacement of the Benchmark against the Replacement Rate.

However, the Issuer may be unable to appoint an independent advisor at commercially reasonable terms, using reasonable endeavors or the Relevant Determining Party may not be able to determine a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments (as defined in §3 of the Terms and Conditions in Option II) in accordance with the Terms and Conditions of the Floating Rate Notes. If a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments cannot be determined, the rate of interest for the relevant interest period will be the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event, or, where the Rate Replacement Event occurs before the first interest determination date, the rate of interest will be the initial rate of interest. Applying the initial rate of interest, or the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event could result in Notes linked to or referencing the relevant Benchmark performing differently (which may include payment of a lower rate of interest) than they would do if the relevant Benchmark were to continue to apply, or if a Replacement Rate could be determined. Ultimately, if the Issuer does not use its right for termination pursuant to §3 of the Terms and Conditions in Option II, it could result in the same Benchmark rate being applied for the determination of the relevant rates of interest until maturity of

the Floating Rate Notes, effectively turning the floating rate of interest into a fixed rate of interest. In that case, a holder of Notes would no longer participate in any favourable movements of market interest rates.

Also, even if a Replacement Rate was determined and an Adjustment Spread, if any, was applied to that Replacement Rate, such an Adjustment Spread may not be effective to reduce or eliminate economic prejudice to holders of Notes.

In addition, the Relevant Determining Party may also establish that, consequentially, other amendments to the Terms and Conditions of the Floating Rate Notes are necessary to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable business day convention, the definition of business day, the interest determination date, the day count fraction and any methodology or definition for obtaining or calculating the Replacement Rate). No consent of the holders of Notes shall be required in connection with effecting any relevant Replacement Rate or any other related adjustments and/or amendments described above.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Investors should note that, in the case of a replacement of a Benchmark the Relevant Determining Party will have discretion to adjust the Replacement Rate in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each holder of Notes, any such adjustment will be favorable to each holder of Notes.

Investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value or the liquidity of and the amounts payable under Notes whose rate of interest is linked to a Benchmark.

Resolutions of holders of Notes.

Since the Notes provide for meetings of holders of Notes or the taking of votes without a meeting, a holder of Notes is subject to the risk of being outvoted by a majority resolution of the holders of Notes. As such majority resolution is binding on all holders of Notes, certain rights of such holder of Notes against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Holders' Representative.

Since the Notes provide for the appointment of a Holders' Representative, either in the Terms and Conditions or by a majority resolution of the holders of Notes, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the holders of Notes.

Early redemption in case of certain events of default subject to a 10 per cent. quorum.

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Fiscal Agent has received such default notices from holders of Notes representing at least 10 per cent. of the aggregate principal amount of the Series of Notes then outstanding. Holders of Notes should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain events of default, unless the required quorum of holders of Notes with respect to the Series of Notes delivers default notices.

CONSENT TO THE USE OF THE BASE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Programme is entitled to use the Base Prospectus in the Grand Duchy of Luxembourg and the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Republic of Austria and the Federal Republic of Germany for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant Notes can be made, provided however, that the Base Prospectus is still valid in accordance with Article 12 of the Prospectus Regulation. Lufthansa accepts responsibility for the information given in this Base Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

The Base Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Base Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Lufthansa (www.lufthansagroup.com).

When using the Base Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions, including with the restrictions specified in the “*PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS*” legend set out on the cover page of the applicable Final Terms, if any.

In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

Any Dealer and/or a further financial intermediary using the Base Prospectus shall state on its website that it uses the Base Prospectus in accordance with this consent and the conditions attached to this consent.

DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT AND LUFTHANSA GROUP

Statutory Auditors

The statutory auditor of Lufthansa AG for the fiscal years ended on 31 December 2019 and 2018 has been PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft with registered seat in Frankfurt am Main, Germany (a member of PricewaterhouseCoopers International, a company limited by guarantee registered in England and Wales, United Kingdom), through its Düsseldorf office, Moskau Str. 19, 40227 Düsseldorf, Germany (“**PwC**”), a member of the German Chamber of Public Accountants, Berlin (*Wirtschaftsprüferkammer*). PwC, independent auditors, have audited the consolidated financial statements of Lufthansa AG for the fiscal years ended on 31 December 2019 and 2018, and have, in each case, issued an unqualified auditor’s report.

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft (“**EY**”), Stuttgart, has been appointed as auditor of, amongst others, the financial statements and the consolidated financial statements for the financial year 2020, as well as auditor for the review of the unaudited condensed consolidated interim financial statements for the six months ended 30 June 2020. EY is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*).

Selected Consolidated Financial Information of Lufthansa AG

The selected consolidated financial information below as of and for the financial year ended 31 December 2019 and 2018, has been taken or derived from Lufthansa AG’s consolidated financial statements, as of and for the financial year ended 31 December 2019, prepared in accordance with the International Financial Reporting Standards as adopted by the European Union (“**IFRS**”). The below tables summarize the consolidated financial information as of and for the nine months ended 30 September 2020 and 30 September 2019 and as of and for each of the fiscal years ended 31 December 2019 and 31 December 2018. The selected consolidated financial information as of and for the nine months ended 30 September 2020 has been taken or derived from Lufthansa’s unaudited consolidated interim financial statements as of and for the nine months ended 30 September 2020.

The following figures – explicit the figures for the financial years 2019 and 2018 – including effects from the first-time application of new accounting standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter “Earnings, assets and financial position”, p. 33 et seq., of the Annual Report 2019.

Lufthansa AG Selected Consolidated Financial Information	Period ended 30 September 2020	Period ended 30 September 2019⁽¹⁾	Financial year ended 31 December 2019⁽¹⁾	Financial year ended 31 December 2018⁽¹⁾⁽⁸⁾
<i>(EUR in million, unless otherwise indicated)</i>	<i>(unaudited)</i>	<i>(unaudited)</i>	<i>(audited unless otherwise stated)</i>	<i>(audited unless otherwise stated)</i>
Revenues ⁽²⁾	10,995	27,524	36,424	35,542
Adjusted EBITDA ^(3, 9)	-2,227	3,715	4,718	5,016
Adjusted EBIT ⁽⁴⁾	-4,161	1,715	2,026	2,836
EBIT ⁽⁵⁾	-5,857	1,637	1,857	2,974
Net profit/loss attributable to shareholders of Lufthansa AG	-5,584	1,038	1,213	2,136
Cash flows from operating activities	-1,598	3,735	4,030	4,109
Cash flows from financing activities	3,118	-375	-161	-626
Cash flows from investing activities	-1,274	-3,854	-3,867	-3,269
Adjusted free cash flow ^(6, 9)	-2,579	685	203	288
Total Assets	39,010	44,187	42,659	38,213
Shareholders’ equity	3,347	8,991	10,256	9,573
Number of employees ^(7, 9)	124,534	138,350	138,353	135,534
Net financial debt ⁽⁹⁾	8,930	6,083	6,662	3,489

- (1) IFRS 16 was initially applied using the modified retrospective approach, in accordance with the transitional provisions of IFRS 16. The comparative figures for the financial year 2018 were therefore not adjusted. For the detailed explanation see audited consolidated financial statements as of and for the financial year ended 31 December 2019 (IFRS 16, p. 144 – p. 146).
- (2) Previous year figures for September 2019 have been restated.
- (3) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (4) **“Adjusted EBIT”** is defined as EBIT adjusted for asset valuations and disposals and for the measurement of pension provisions. Adjusted EBIT should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (5) **“EBIT”** is defined as earnings before interest and taxes. EBIT should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (6) **“Adjusted free cash flow”** is defined as cash flow from operating activities after deducting net cash from/used in investing activities, adjusted for the effects of IFRS 16. Net cash used for investing activities is defined as the cash flow resulting from investments and additions to repairable spare parts, purchase / disposal of shares / non-current assets, as well as dividends and interest received. The definition of free cash flow was adjusted following the first time application of IFRS 16 in the financial year 2019. This adjustment accounted for EUR 379 million in reporting year 2019.
- (7) Number as per end of period.
- (8) Total revenue and cost of materials and services have been restated in the financial year 2019, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.
- (9) Unaudited.

Reconciliation of results	Period ended 30 Sep. 2020		Period ended 30 Sep. 2019		Financial year ended 31 Dec. 2019		Financial year ended 31 Dec. 2018 ⁽²⁾	
	Inc. Stmt. (*)	Recon. Adj'd EBIT(*)	Inc. Stmt. (*)	Recon. Adj'd EBIT(*)	Inc. Stmt. (*)	Recon. Adj'd EBIT(*)	Inc. Stmt. (*)	Recon. Adj'd EBIT(*)
EUR in million								
Revenues⁽¹⁾	10,995	-	27,524	-	36,424	-	35,542	-
Changes in inventories	167	-	479	-	685	-	531	-
Other operating income	1,218	-	1,269	-	1,889	-	1,818	-
of which book gains	-	-12	-	-16	-	-20	-	-51
of which write-ups on capital assets	-	-22	-	-25	-	-38	-	-15
of which goodwill	-	-	-	-	-	-	-	-
Total operating income	12,380	-34	29,272	-41	38,998	-58	37,891	-66
Cost of materials and services ⁽¹⁾	-6,728	-	-14,899	-	-19,827	-	-18,367	-
Staff costs	-5,034	-	-6,735	-	-9,121	-	-8,811	-
of which past service costs/settlement	-	8	-	6	-	10	-	-113
Depreciation	-3,574	-	-2,067	-	-2,776	-	-2,205	-
of which impairment losses	-	1,640	-	67	-	84	-	24

Reconciliation of results	Period ended 30 Sep. 2020		Period ended 30 Sep. 2019		Financial year ended 31 Dec. 2019		Financial year ended 31 Dec. 2018 ⁽²⁾	
EUR in million	Inc. Stmt. ^(*)	Recon. Adj'd EBIT ^(*)	Inc. Stmt. ^(*)	Recon. Adj'd EBIT ^(*)	Inc. Stmt. ^(*)	Recon. Adj'd EBIT ^(*)	Inc. Stmt. ^(*)	Recon. Adj'd EBIT ^(*)
Other operating expenses	-2,677	-	-4,109	-	-5,585	-	-5,708	-
of which impairment losses on assets held for sale	-	3	-	-	-	51	-	-
of which expenses incurred from book losses	-	17	-	32	-	39	-	17
Total operating expenses	-18,013	1,668	-27,810	105	-37,309	184	-35,091	-72
Profit / loss from operating activities	-5,633	-	1,462	-	1,689	-	2,800	-
Result from equity investments	-224	-	175	-	168	-	174	-
Impairment loss on investments accounted for using the equity method	-	62	-	14	-	43	-	-
EBIT	-5,857	-	1,637	-	1,857	-	2,974	-
Total amount of reconciliation Adjusted EBIT	-	1,696	-	14	-	169	-	-138
Adjusted EBIT	-	-4,161	-	1,715	-	2,026	-	2,836
Depreciation	-	1,934	-	2,000	-	2,692	-	2,180
Adjusted EBITDA	-	-2,227	-	3,715	-	4,718	-	5,016

(*) For layout purposes, Income Statement and Reconciliation Adjusted EBIT are abbreviated as “Inc. Stmt.” and “Recon. Adj'd EBIT”, respectively. The income statement column is audited and the Reconciliation Adjusted EBIT column is unaudited for the financial years 2019 and 2018. Both columns are unaudited for the interim periods.

- (1) Previous years figures for September 2019 have been restated.
- (2) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.

For the nine months period ended 30 September 2020, the Adjusted EBIT of Lufthansa Group decreased to EUR -4,161 million, which is significantly below last year's figure of EUR 1,715 million. The Adjusted EBIT margin was therefore -37.8% (prior year 6.2%). Lufthansa Group's EBIT was EUR -5,857 million (previous year: EUR 1,637 million). The difference to adjusted EBIT was thus EUR -1,696 million (previous year: EUR -78 million).

The adjustments include depreciation and amortization on aircraft and rights of use, for a total of 108 aircraft amounting to EUR -1,426 million. For those aircraft operational activities are no longer planned. This affected Lufthansa German Airlines (14 Airbus A380, five Boeing B747, 17 A340, eleven A320 and 15 partly leased A319), Austrian Airlines (three B767, 13 Dash8-400), Brussels Airlines (rights of use to two A330 and eight A319), Lufthansa Cargo (two MD11 freighter) and Eurowings (rights of use for 15 Dash8-400, 5 A321). In addition EUR -43 million was accounted for by depreciation on reserve engines. Impairment losses amounting to EUR -157 million related to goodwill of the business unit LSG US and Eurowings. Values of joint venture participations in the MRO segment were adjusted by EUR -62 million. A write-up in the amount of EUR 21 million was made with regard to the expected purchase price of the asset group held for sale of the LSG EU companies.

EBIT is Lufthansa AG's main earnings indicator. It denotes earnings before interest and taxes and is calculated from total operating income less operating expenses plus the result from equity investments. The result from equity investments are shown as part of EBIT. Impairment losses on financial investments are shown in the

operating result along with impairment losses on other assets. Gains on the disposal of current financial investments are shown in other operating income and other operating expenses and are recognised in net interest.

The Adjusted EBIT is the main earnings metric for Lufthansa AG's forecast and used towards shareholders and the media. The exact adjustments made are shown in the section "Reconciliation of results" above.

The Adjusted EBITDA supplements the above mentioned main earnings metric and therefore completes the communication towards shareholders and the media.

Information for the financial year ended 31 December 2019 and the financial year ended 31 December 2018 have been extracted from the Annual Report 2019 of Lufthansa AG.

Information for the periods ended 30 September 2020 and 30 September 2019 have been extracted from the 3rd Interim Report 2020 of Lufthansa Group.

Risk Factors

The operations of Lufthansa AG involve certain risks typically associated with the businesses Lufthansa AG engages in. A description of such risks is set out in the section entitled "*Risk Factors – Risk factors regarding Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group*".

Information about Lufthansa AG

General

Lufthansa AG is a stock corporation (*Aktiengesellschaft*) organised under German law and registered with the commercial register of the Cologne Local Court (*Amtsgericht*) under registration number HRB 2168. It was incorporated with unlimited duration in Germany on 6 January 1953 as "*Aktiengesellschaft für Luftverkehrsbedarf*" and, in 1954, changed its corporate name to "*Deutsche Lufthansa Aktiengesellschaft*". It operates under German law. Lufthansa AG's Legal Entity Identifier (LEI) is 529900PH63HYJ86ASW55.

Lufthansa AG has its registered office in Cologne, Federal Republic of Germany. "Deutsche Lufthansa Aktiengesellschaft" is both the legal and commercial name of Lufthansa AG.

Lufthansa AG's head office is located at Lufthansa Aviation Center, Airportring, 60546 Frankfurt am Main, Germany; its telephone number is: +49 (0)69 - 696 0.

The Issuer's website is: www.lufthansagroup.com.

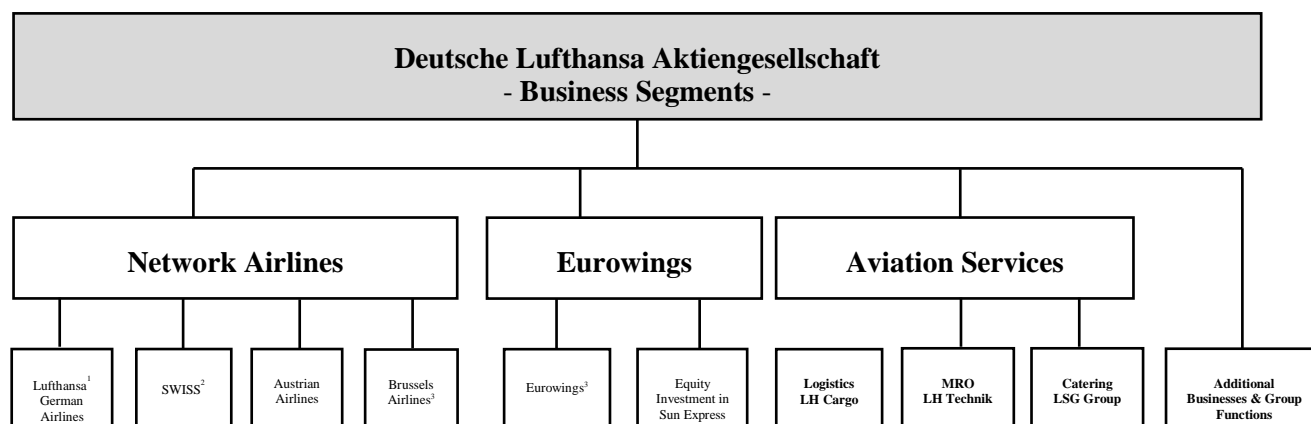
The information on this website does not form part of this Base Prospectus unless that information is incorporated by reference into this Base Prospectus.

Investments

Lufthansa AG has made no material investments since 30 September 2020, the date of its last published financial statements and, as of the date of this Base Prospectus, its management has made no firm commitments on material investments in the future.

Organisational Structure

Deutsche Lufthansa Aktiengesellschaft is the main operating and holding company within the Lufthansa Group. The Executive Board of the Issuer directs the business activities of Lufthansa Group.



¹ Including Regional Partners (CityLine and Air Dolomiti)

² Including Edelweiss Air

³ As of 1 January 2020, Brussels Airlines, Germanwings and the Eurowings long-haul business have been allocated to the Network Airlines business segment

As of 30 September 2020, Lufthansa Group comprises, directly or indirectly, more than 550 subsidiaries and equity investments.

Lufthansa's business segments are divided into the 1. Network Airlines, 2. Eurowings, 3. Aviation Services and 4. Additional Businesses & Group Functions.

1. Network Airlines

The Network Airlines segment comprises Lufthansa German Airlines (including regional partners and Miles & More), SWISS, Austrian Airlines and Brussels Airlines. Lufthansa German Airlines is the biggest German airline, with hubs in Frankfurt and Munich. The CityLine and Air Dolomiti regional airlines are also part of Lufthansa German Airlines. SWISS is, together with its subsidiary Edelweiss Air, based in Switzerland, while Austrian Airlines is based in Austria. Lufthansa German Airlines and SWISS positioning themselves in the premium segment and optimize the connectivity for customers, whilst Austrian Airlines is a "Local Hero" and focused on productivity.

2. Eurowings

The Eurowings segment consists of the airlines Eurowings, Germanwings and Eurowings Europe. The equity investment of 50% in SunExpress is also part of this segment.

The structure of the before mentioned business segments was changed at the start of the financial year 2020. Brussels Airlines, Germanwings and the Eurowings long-haul business have since been managed by the Network Airlines group and have therefore been allocated to the Network Airlines business segment.

The line maintenance business of Lufthansa Technik was transferred to the Issuer, which will carry out the work itself from this point on, and is now part of the Network Airlines business segment.

3. Aviation Services

Logistics segment

In addition to Lufthansa Cargo, the Logistics segment includes the Jettainer group, the time matters subsidiary and the equity investment of 50% in the cargo airline AeroLogic. Lufthansa Cargo also has equity investments in various handling companies.

MRO segment

The Lufthansa Technik group consists of over 30 technical maintenance operations around the world and holds direct and indirect stakes in over 60 companies serving more than 850 customers worldwide, including airlines, aircraft leasing companies and operators of VIP jets.

Catering segment

The Catering segment is made up of the LSG Group, which consists of more than 150 companies with catering facilities and numerous partnerships at more than 200 airports worldwide per year end 2019. The segment includes, inter alia, the brands 'LSG Sky Chefs' and 'Ringeltaube'. Lufthansa is in the process of selling the catering segment. Beginning of December 2019 an asset and share purchase agreement regarding the European business of LSG Group (including the divisions Spiriant, Ringeltaube and Lounge) was concluded. The sale is subject to cartel clearance and the subsequent implementation of requirements for clearance. The sale of the rest of the world catering business which was announced to start beginning 2020 was suspended (for further details please refer to the section "*Trend Information - Recent Events*").

4. Additional Business and Group Functions

The segment Additional Business and Group Functions comprises the service and financial companies, particularly AirPlus, Lufthansa Aviation Training and the IT companies, as well as the Group functions of the Lufthansa Group.

Operating out of four European core markets of Germany, Switzerland, Austria and Belgium, Germany is of special economic and strategic relevance for the Issuer. About 73,000 employees out of 138,000 in total are located here resulting in EUR 1.5 billion social security contributions and income tax payments for the financial year 2019. In addition, the Logistic segment transported around EUR 260 billion of foreign trade volume of air freight in Germany.

Business Overview

Principal Activities of Lufthansa AG and Lufthansa Group

The following figures in this chapter – explicit the figures for the financial years 2019 and 2018 - including effects from the first-time application of new accounting standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter "Earnings, assets and financial position", p. 33 et seq., of the Annual Report 2019.

Network Airlines business segment

Lufthansa Group operates its multi-hub passenger airline business through the Network Airlines business segment. With their multi-hub strategy, the network airlines can offer their passengers a comprehensive route network, combined with a high level of travel flexibility. The 2019 summer flight timetable included 273 destinations in 86 countries, which have been served via the international hubs in Frankfurt, Munich, Zurich and Vienna. Due to Covid-19 the Network Airlines have reduced their flight capacity significantly and temporarily retired a large part of its fleet. By the end of the Q3 of 2020, -67% of the previous year's capacity (i.e. available seat kilometer) was available and the yield was -2.9% in the first nine months of 2020, compared to previous year's period.

Commercial joint ventures with leading international airlines cover the most important long-haul markets and therefore over 70% of the Network Airlines' long-haul revenues in recent years. Commercial joint ventures exist with United Airlines and Air Canada on routes between Europe and North America, and with All Nippon Airways ("ANA"), Singapore Airlines and Air China on routes between Europe and Japan, Singapore and China, respectively.

Miles & More, operator of the frequent flyer and awards program of the Lufthansa Group, has over 35 million members who are using the frequent flyer benefits.

The following table shows the figures for the total business segment Network Airlines.

Network Airlines business segment		Total ⁽¹⁾			
		Jan. – Sep. 2020 (unaudited)	Jan. – Sep. 2019 (unaudited)	2019 ⁽²⁾ (audited unless otherwise stated)	2018 ⁽⁸⁾ (audited unless otherwise stated)
Revenue ⁽⁶⁾	EUR million	5,667	19,087	23,106	22,549
Adjusted EBITDA ^(3, 6, 8)	EUR million	-2,252	2,999	3,483	3,926
Adjusted EBIT ^(4, 6)	EUR million	-3,650	1,568	1,805	2,429
EBIT ^(5, 6)	EUR million	-5,019	1,532	1,757	2,549
Passengers ^(6, 8)	thousands	25,694	90,622	106,978	103,639
Passenger load factor ^(6, 8)	%	66.5	82.9	82.5	81.5
Available seat-kilometers ^(6, 8)	change in %	-67.0	-	4.0	-
Revenue seat-kilometers ^(6, 8)	change in %	-73.0		5.0	

- (1) A translation of the figures from Lufthansa German Airlines, SWISS and Austrian Airlines to the Network Airlines business is only possible when considering consolidation effects. As of 1 January 2020, Brussels Airlines is considered as a part of the Network Airlines business segment.
- (2) The figures shown include effects from the first-time application of new accounting standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter “Earnings, assets and financial position”, p. 33 et seq., of the Annual Report 2019.
- (3) “**Adjusted EBITDA**” is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (4) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations. For the detailed reconciliation of the Alternative Performance Measure “Adjusted EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (5) For the detailed reconciliation of the Alternative Performance Measure “Adjusted EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (6) Previous year’s figures Jan.-Sep. 2019 have been restated.
- (7) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.
- (8) Unaudited.

Lufthansa German Airlines ⁽¹⁾		Jan. - Sep. 2020 (unaudited)	Jan. - Sep. 2019 (unaudited)	2019 ⁽²⁾ (unaudited)	2018 ⁽⁶⁾ (unaudited)
Revenue ⁽³⁾	EUR million	3,537	12,668	16,119	15,803
Adjusted EBITDA ^(3, 4, 5)	EUR million	-1,777	1,993	2,336	2,750
Adjusted EBIT ^(3, 5)	EUR million	-2,635	1,087	1,225	1,753

EBIT ⁽³⁾	EUR million	-3,919	1,060	1,167	1,773
Passengers ⁽³⁾	thousands	15,807	55,524	71,307	69,886
Passenger load factor ⁽³⁾	%	66.5	82.9	82.3	81.3
Available seat-kilometers ⁽³⁾	change in %	-67.0		4.0	
Revenue seat-kilometers ⁽³⁾	change in %	-74.0		5.0	

- (1) Including regional partners.
- (2) The figures shown include effects from the first-time application of new accounting standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter “Earnings, assets and financial position”, p. 33 et seqq., of the Annual Report 2019.
- (3) Previous year’s figures for Jan.-Sep. 2019 have been restated.
- (4) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (5) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations.
- (6) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.

Since Covid-19 Lufthansa German Airlines remaining flights served to maintain connections to major international and European cities. In addition, an extensive repatriation programme was carried out in cooperation with the German federal government to bring travellers back home from all over the world. In order to mitigate the economic impact of Covid-19, Lufthansa Group has initiated three restructuring programmes by September 2020 (Projectname “ReNew”). These include major changes to the company’s structure in various areas. With regard to the airline’s fleet, six Airbus A380s, seven Airbus A340-600 and five Boeing 747-400s were retired on long-haul routes, and five Airbus A319 and eleven Airbus A320s on short-haul routes. This has reduced the capacity of Lufthansa German Airlines at its hubs in Frankfurt and Munich for the long term. Lufthansa German Airlines has also decided to transfer eight Airbus A380 and ten Airbus A340-600 into a long-term storage, all of which have been taken out of the companies’ planning. Additionally, the airline has written off usage rights for ten Airbus A319s.

SWISS ⁽¹⁾		Jan. – Sep. 2020 <i>(unaudited)</i>	Jan. - Sep. 2019 <i>(unaudited)</i>	2019 ⁽²⁾ <i>(unaudited)</i>	2018 ⁽⁶⁾ <i>(unaudited)</i>
Revenue ⁽³⁾	EUR million	1,445	3,879	5,144	4,870
Adjusted EBITDA ⁽⁴⁾	EUR million	-116	756	959	926
Adjusted EBIT ⁽⁵⁾	EUR million	-445	458	558	593
EBIT	EUR million	-444	455	572	686
Passengers ⁽³⁾	thousands	5,062	16,452	21,591	20,432
Passenger load factor	%	66.2	84.0	83.9	83.1
Available seat-kilometers ⁽³⁾	change in %	-63.0		5.0	
Revenue seat-kilometers ⁽³⁾	change in %	-71.0		6.0	

- (1) Including Edelweiss Air.

- (2) The figures shown include effects from the first-time application of new account standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter “Earnings, assets and financial position”, p. 33 et seqq., of the Annual Report 2019. Previous year’s figures have been adjusted accordingly.
- (3) Previous year’s figures for Jan.-Sep. 2019 have been restated.
- (4) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (5) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations.
- (6) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.

Austrian Airlines		Jan. – Sep. 2020 <i>(unaudited)</i>	Jan. – Sep. 2019 <i>(unaudited)</i>	2019⁽¹⁾ <i>(unaudited)</i>	2018⁽⁵⁾ <i>(unaudited)</i>
Revenue ⁽²⁾	EUR million	414	1,612	2,108	2,149
Adjusted EBITDA ⁽³⁾	EUR million	-220	143	188	252
Adjusted EBIT ⁽⁴⁾	EUR million	-341	17	19	83
EBIT	EUR million	-405	14	15	90
Passengers ⁽²⁾	thousands	2,747	11,187	14,651	13,934
Passenger load factor	%	64.9	81.1	80.8	79.3
Available seat-kilometers ⁽²⁾	change in %	-72.0		3.0	
Revenue seat-kilometers ⁽²⁾	change in %	-78.0		5.0	

- (1) The figures shown include effects from the first-time application of new account standards and other accounting changes. Detailed explanations and a detailed overview are provided in the chapter “Earnings, assets and financial position”, p. 33 et seqq., of the Annual Report 2019. Previous year’s figures have been adjusted accordingly.
- (2) Previous year’s figures for Jan.-Sep. 2019 have been restated.
- (3) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG’s profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (4) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations.
- (5) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.

Eurowings business segment

With the Eurowings business segment, the Lufthansa Group provides an offering for price-sensitive customers in the point-to-point traffic segment. The Eurowings concept is based on productivity the central management of different flight operations and on a scalable company structure that enables the integration of new partners with a variety of cooperation models. In addition to organic growth, this primarily enables Eurowings to consolidate other airlines more easily. The home markets of Eurowings are Germany, Austria and Belgium.

The yield decreased by 10.5% in the first nine months of 2020, compared to previous year's period.

The following table shows the figures for the total Eurowings business segment.

Eurowings business segment		Jan. - Sep. 2020 ⁽¹⁾ (unaudited)	Jan. - Sep. 2019 (unaudited)	2019 (audited unless otherwise stated)	2018 ⁽⁷⁾ (audited unless otherwise stated)
Revenue ⁽²⁾	EUR million	553	1,785	4,123	4,098
Adjusted EBITDA ^(2, 3, 8)	EUR million	-315	109	299	141
Adjusted EBIT ^(2, 4)	EUR million	-466	-67	-166	-231
EBIT ^(2, 5)	EUR million	-563	-70	174	-231
Passengers ^(2, 8)	thousands	6,462	21,115	38,212	38,297
Passenger load factor ^(2, 8)	%	76.1	82.7	82.2	81.3
Available seat-km ^(2, 8)	change in %	-66.0		-1.0	
Revenue seat-km ^(2, 8)	change in %	-68.0		0.0	
Unit revenue (RASK) ^(2, 8)	EUR Cent	7.0	7.4	6.9	6.8
Unit cost (CASK) excluding fuel ^(2, 6, 8)	EUR Cent	10.0	6.0	5.5	5.7

- (1) As of 1 January 2020, Eurowings figures exclude Brussels Airlines, which is now considered as a part of Network Airlines business segment.
- (2) Previous year's figures for Jan.-Sep. 2019 have been restated.
- (3) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (4) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations. For the detailed reconciliation of the Alternative Performance Measure “Adjusted EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (5) For the detailed reconciliation of the Alternative Performance Measure “EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (6) Without effects from reclassification of compensation payments for flight delays.
- (7) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.
- (8) Unaudited.

Aviation Services

Logistics business

Lufthansa Cargo's core business is the provision of airport-to-airport airfreight services. Lufthansa Cargo provides worldwide express services and value-added service packages tailored to the requirements of certain industries. This includes the transport of dangerous or perishable goods, valuable cargo, and temperature sensitive products (cooling).

Lufthansa Cargo markets capacities on its own freighters and chartered cargo aircraft, along with belly capacities on passenger aircraft operated by Lufthansa German Airlines, Austrian Airlines and on Eurowings long-haul flights. Altogether, Lufthansa Cargo offers connections to more than 300 destinations in around 100 countries. The Jettainer group is specialised in airfreight container management. The time matters subsidiary is specialised in urgent consignments.

The yield increased by +46.0% in the first nine months of 2020, compared to previous year's period.

Logistics Business Segment		Jan. - Sep. 2020 (unaudited)	Jan. - Sep. 2019 (unaudited)	2019 (audited unless otherwise stated)	2018 (audited unless otherwise stated)
Revenue	EUR million	1,907	1,836	2,478	2,713
Adjusted EBITDA ^(1, 5)	EUR million	563	83	161	372
Adjusted EBIT ⁽²⁾	EUR million	446	-33	1	268
EBIT ⁽³⁾	EUR million	427	-40	-33	263
Cargo load factor ^(4, 5)	%	67.5	60.5	61.3	65.9
Available cargo tonne-kilometers ^(4, 5)	change in %	-36.0		7.0	
Revenue cargo tonne-kilometers ^(4, 5)	change in %	-29.0		0.0	

- (1) “**Adjusted EBITDA**” is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (2) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations. For the detailed reconciliation of the Alternative Performance Measure “Adjusted EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (3) For the detailed reconciliation of the Alternative Performance Measure “EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (4) Previous year's figures for Jan.-Sep. 2019 have been restated.
- (5) Unaudited.

MRO segment

Lufthansa Technik is a provider of maintenance, repair and overhaul services (“**MRO**”) for civilian commercial aircraft. The product and service portfolio encompasses single jobs as well as the servicing of entire fleets. Its eight product divisions comprise Base Maintenance Services, Aircraft Systems, Engines, Components Services, Fleet Services, Original Equipment Innovation, VIP & Special Mission Aircraft Services, and Digital Fleet

Solutions. Lufthansa Technik's major maintenance centers in Germany are located in Frankfurt, Munich, Hamburg and Berlin, while other maintenance stations are operated at all larger German airports.

In 2019, Lufthansa Technik group has serviced more than 5,000 aircraft under exclusive contracts from more than 850 customers worldwide. The majority of the customers are airlines, aircraft and engine lessors, VIP-, and other operators of commercial aircraft. In 2019, Lufthansa Technik generated 61% of its revenues from Lufthansa Group external customers. Europe, Middle East, and Africa are the most important sales-regions for Lufthansa Technik, contributing 67% of total revenues in 2019. The Americas contributed 20%, and Asia/Pacific contributed 8% to revenues in 2019. In 2019, an additional 5% of revenues have been generated on a global level with leasing companies and operators of VIP jets.

In 2020, the MRO business is highly affected by the Covid-19 crisis. As shown in the table below sales revenues decreased in the first nine months 2020 by 39% to EUR 2,973 million compared to the previous year; total revenues of EUR 3,259 million were 36% below that of the previous year.

MRO Business Segment		Jan. - Sep. 2020 (unaudited)	Jan. - Sep. 2019 (unaudited)	2019 (audited unless otherwise stated)	2018 ⁽⁵⁾ (audited unless otherwise stated)
Revenue ⁽¹⁾	EUR million	2,973	4,892	6,921	6,105
of which with companies of the Lufthansa Group ⁽¹⁾	EUR million	821	1,688	2,543	2,178
Adjusted EBITDA ^(1, 2, 6)	EUR million	-61	491	700	572
Adjusted EBIT ^(1, 3)	EUR million	-208	351	493	446
EBIT ^(1, 4)	EUR million	-309	351	502	445

- (1) Previous year's figures for Jan.-Sep. 2019 have been restated.
- (2) "Adjusted EBITDA" is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (3) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations. For the detailed reconciliation of the Alternative Performance Measure "Adjusted EBIT" see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (4) For the detailed reconciliation of the Alternative Performance Measure "EBIT" see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (5) Total revenue and cost of materials and services have been restated, for further information please see the consolidated financial statements as of and for the financial year ended 31 December 2019.
- (6) Unaudited.

Catering segment

The LSG Group provides end-to-end on-board products and services. In particular, the range of services includes several catering activities, in-flight sales and entertainment, in-flight service equipment, the associated logistics, consultancy services, and the operation of lounges. The company's experience in airline catering and expertise in logistics has led to entry into adjacent markets like convenience retail and train services. Its catering activities are marketed under the *LSG Sky Chefs* brand name. In Germany, LSG Group operates retail markets at airports under the *Ringeltaube* brand. In 2019, LSG Group generated 78% of its revenues from customers other than

Lufthansa (and affiliates). LSG Group's revenues decreased compared to previous year by 58% to EUR 1,060 million, due to the sharp decline in passenger numbers of the global customers of LSG Group as a result of the Covid-19 crisis.

Catering business segment		Jan. - Sep. 2020 (unaudited)	Jan. - Sep. 2019 (unaudited)	2019 (audited unless otherwise stated)	2018 (audited unless otherwise stated)
Revenue	EUR million	1,060	2,508	3,360	3,217
of which with companies of the Lufthansa Group	EUR million	208	555	737	718
Adjusted EBITDA ^(1, 4)	EUR million	-178	180	247	181
Adjusted EBIT ⁽²⁾	EUR million	-269	93	128	115
EBIT ⁽³⁾	EUR million	-379	52	98	110

- (1) **“Adjusted EBITDA”** is defined as Adjusted EBIT plus depreciation and amortisation. Depreciation and amortisation includes write-downs of tangible and intangible assets and of current and non-current financial assets, as well as impairments of investments accounted for using the equity method and of assets held for sale. Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities or profit/loss from ordinary activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (2) To calculate Adjusted EBIT, EBIT was adjusted for book gains and losses from the disposal of non-current assets, impairment losses and write-ups, as well as the measurement of pension obligations. For the detailed reconciliation of the Alternative Performance Measure “Adjusted EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (3) For the detailed reconciliation of the Alternative Performance Measure “EBIT” see unaudited Consolidated Interim Financial Statements January – September 2020 (Segment Information for the Reporting Segments, p. 38 – p. 39) and Audited Consolidated Financial Statements 2019 (Segment Information for the Reporting Segments, p. 194 – p. 195), which are incorporated by reference.
- (4) Unaudited.

Additional Businesses and Group Functions

This segment comprises the service and financial companies as well as the Group functions of the Lufthansa Group. They particularly include AirPlus, Lufthansa Aviation Training and the IT companies.

Lufthansa AirPlus Servicekarten GmbH (**“AirPlus”**) is an international provider of solutions for the everyday management of business travel. The company is an international provider on the global market for payment and settlement services in the core business segment for business travel. Under the *AirPlus International* brand, the company offers market-specific solutions in over 60 countries worldwide. The company served more than 48,000 corporate customers in total in the reporting year 2019. In 2019, Adjusted EBIT for AirPlus rose by EUR 15 million to EUR 2 million (previous year: EUR -13 million). This includes expenses for modernising the IT and process environments that were offset by higher volume-driven income. For the period from January to September 2020 Adjusted EBIT amounted to EUR -77 million (for the same period as in the previous year: EUR -169 million).

Lufthansa Aviation Training (**“LAT”**) is a provider of flight training, applying its competence in the vocational and professional training of cockpit and cabin crew at twelve training centers. LAT has pooled all of its flight schools in Germany, Switzerland and the US under the European Flight Academy (**“EFA”**) brand. The company is based in Munich. Due to Covid-19, LAT will not offer the currently around 700 pilot students the opportunity to finish their training.

Lufthansa Systems GmbH & Co. KG offers a range of solutions and advisory services relating to improving the efficiency and differentiating all areas of an airline, and to optimising passengers' entire travel experience. Lufthansa Systems GmbH & Co. KG's customer base includes more than 350 airlines around the world.

Lufthansa Industry Solutions offers IT consultancy and system integration services for customers both within and outside of the Lufthansa Group. Including all of their equity investments, the IT companies generated Adjusted EBIT of EUR 4 million in the reporting period 2019, which was EUR 8 million lower than the previous year with an Adjusted EBIT of EUR 12 million.

The results for the Additional Businesses and Group Functions business segment are largely determined by the Group functions, whose earnings reflect the currency hedging and financing activities carried out by Lufthansa AG on behalf of the companies in the Group. The segment result is therefore heavily exposed to exchange rate movements. In 2019, Adjusted EBIT rose by 12% to EUR -253 million (previous year: EUR -286 million). The increase was mainly due to higher exchange rate gains. For the period from January to September 2020 Adjusted EBIT amounted to EUR -77 million (for the same period as in the previous year: EUR -180 million).

Aircraft Fleet

As of 30 September 2020, the Lufthansa Group had a total fleet comprising 760 aircraft. Of these aircraft, 369 were held by Lufthansa German Airlines (including regional partners). Additional 107 aircraft were held by SWISS, 82 were held by Austrian Airlines, 136 were held by Eurowings, 47 were held by Brussels Airlines, and 19 were held by Lufthansa Cargo. Of these aircraft, about 13% were subject to operating leases. As of 30 September 2020, the average age of the Lufthansa fleet was around 12.4 years. Overall, around 87% of the total fleet is owned and about 13% is leased. 75% of Lufthansa Group's fleet is financially unencumbered. The table below shows the commercial aircraft fleets of Lufthansa and its Group companies as of 30 September 2020. This table does not indicate whether Lufthansa or one of its Group companies holds legal title to the aircraft, nor does it indicate whether the aircraft are actually in operation.

Manufacturer /Model	Operator						Group fleet	thereof Leases ⁽¹⁾	Changes as of 31 Dec. 2019	Planned additions 1 Oct 2020 to 2027	Additional Options
	LH*	LX*	OS*	EW*	SN*	LCAG*					
Airbus A319	29	0	7	51	21		108	34	-5		
Airbus A320	100	31	29	56	16		232	36	+7	72	17 ⁽²⁾
Airbus A321	68	10	6	5			89	2	+1	42	
Airbus A330	15	16		11 ⁽³⁾	10		52	10	-1		
Airbus A340	34	9					43				
Airbus A350	16						16		+1	27	10
Airbus A380	14						14				
Boeing 747	32						32				
Boeing 767			6				6				
Boeing 777		12	6				18	2		20	24
Boeing 777F						13 ⁽⁴⁾	13	4	+2		1
Boeing 787										20	20
Boeing MD-11F						6	6		-2		
Airbus A 220 (formerly Bombardier C-Series)		29					29			1	30
Bombardier CRJ	35						35				
Bombardier Q-Series			11	13			24	13	-6		
Embraer	26		17				43				
Total aircraft	369	107	82	136	47	19	760	101	-3	182	102

- *) LH refers to Lufthansa German Airlines (including regional partners); LX refers to SWISS including Edelweiss; OS refers to Austrian Airlines; EW refers to Eurowings including Germanwings; SN refers to Brussels Airlines; and LCAG refers to Lufthansa Cargo.
- (1) From 1 January 2019, operating leases are recognised as finance leases pursuant to IFRS 16 and are therefore consolidated under “Leases”.
- (2) Comprising Airbus A320 family.
- (3) Operated by Brussels Airlines and SunExpress
- (4) Partly operated by AeroLogic of which two aircraft attributed pro rata.

Market Environment and Competition

According to IATA, industry-wide revenue passenger-kilometres (the “**RPKs**”) contracted by 72.8% year-on-year in September 2020, compared with a 75.2% decline in August. The industry-wide available seat-kilometres (the “**ASKs**”) were 63% lower year-on-year in September 2020. The passenger volumes rose from the low point in April this year until the end of September, but the pace of improvement remained slow. Passenger volumes are nowhere near the pre-Covid levels. All regions reported annual declines as per September 2020, with Asia Pacific posting the most resilient outcome for another month (RPK -63.5% year-on-year) and the European carriers showing RPK -75.8% year-on-year. International demand remains weak and lack of Covid-19 inexpensive/convenient testing and also compulsory quarantines seem to be one of the factors hindering the recovery of international volumes so far. Industry-wide company travel restrictions and a widespread uncertainty on the future developments in the global economy support this trend.

The renewed rise of the Covid-19 virus in fall 2020, again leads to restrictions on cross-border travel and has lowered expectations for a short-term recovery in passenger numbers. Therefore, and also in the scope of the poor performance in the summer season, IATA has corrected its full-year 2020 traffic forecast at the end of September and now expects a decline of 66% in contrast to the previous year figures, compared to 63%, which have been assumed previously. Regional forecasts have also been downsized in October: For the Middle East and Africa, IATA has corrected its July forecast of 45% to now only 30% of previous year traffic levels in the full-year of 2020 due to continuing travel restrictions and mandatory quarantines.

Developments in key drivers of air travel demand have been mixed. Q2 Gross Domestic Product (the “**GDP**”) results confirmed the severe impact of the Covid-19 pandemic on global economic backdrop. World economy contracted by 9% year-on-year in the second quarter (according to Global Insight World Overview as of 15 July 2020), about a three times faster fall than in the ‘worst’ quarter of the global financial crisis. Moreover, unemployment rates remain elevated in many countries. On a more positive note, some more timely leading indicators of business activity show that economic activity has been recovering since late Q2 as lockdowns eased and businesses resumed. However, the rebound in economic activity – which was historically one of the leading indicators of air travel demand – will have limited impact on passenger volumes unless the pandemic is contained. Widespread reliable testing will be one of the crucial factors for growth in passenger volumes in the near term before a vaccine is developed and distributed. According to the latest IATA’s passenger survey, willingness to fly remains low. More than half of the respondents plans to travel no sooner than in six months.

The load factors remain at record lows. The decline in capacity continued to ease in August as airlines returned more fleet to service and increased the frequency of operations on some routes. Industry-wide ASK fell by 63.8% year-on-year. All regions registered smaller capacity contraction vs. the previous month. The North America, Asia Pacific and Europe carriers put the most capacity back so far, with ASKs down around 60% year-on-year. Although more seats have been made available, demand to fill them remains low. Industry-wide passenger load factor was at a record low in August 2020, at 58.5% compared to previous year.

This market environment had a major impact on Lufthansa Group’s operational performance for the first nine months of 2020, as the main KPIs developed worse compared to prior year with Passengers -79.7%, ASK -77.6%, RPK -86.2% and following SLF down by 33.4%p.

Lufthansa Group Traffic Data 2020	March	April	May	June	July	August	September	October
Available Seat Kilometer in % of Prior Year	49	4	3	7	19	25	24	23
Seat Load Factor in %	61	48	62	58	59	55	46	42

The European short-haul routes performed significantly better than the long-haul routes. The relatively strong performance in July and August 2020 was supported by good leisure demand. The deterioration in September 2020 was caused by renewed travel restrictions and respective decline in demand.

Network Airlines business segment

The network airlines Lufthansa German Airlines, SWISS and Austrian Airlines primarily view themselves as network carriers, offering passengers connections to European and intercontinental destinations via their hub airports in Frankfurt, Munich, Zurich and Vienna. Lufthansa German Airlines and SWISS also view themselves as premium airlines, offering passengers a comparably high level of service at a 360°hub-system. Lufthansa German Airlines has been awarded a “5 Star” rating by Skytrax as the first European airline in 2017.

In 2019, the network airlines transported 107 million passengers. In addition, Lufthansa German Airlines has been awarded as “Europe’s Best Airline” as one of the world airline winners by the international air transport rating organisation Skytrax. Furthermore, Lufthansa German Airlines has been awarded the “2019 Airline of the Year” by Air Transport World (see *Business Overview* for a description on Covid-19’s impact on the Network Airline business segment). The passenger air transportation market has traditionally been dominated by the three large airline alliances: Star Alliance, Sky Team and OneWorld. In recent years, however, carriers that are not members of any alliance, such as Ryanair, easyJet but also airlines from the Gulf region and Asia, have been gaining market shares. In terms of the number of passenger seat-kilometers provided by IATA members, Star Alliance is the largest alliance, of which Lufthansa German Airlines, SWISS and Austrian Airlines are members. It forms the center of the cooperation activities of Lufthansa German Airlines, SWISS and Austrian Airlines, though altogether they entertain more than 100 commercial cooperation agreements with other airlines.

In addition, since 1998, Lufthansa German Airlines has been operating the commercial transatlantic joint venture “Atlantic++” together with the Star Alliance carriers United Airlines and Air Canada to foster growth and strengthen their presence in the North Atlantic market. SWISS and Austrian Airlines joined the agreement in 2011.

Furthermore, Lufthansa German Airlines and All Nippon Airways implemented the first commercial joint venture between Europe and Japan in 2012. In July 2014, the Lufthansa Group and Air China signed a memorandum of understanding to prepare a commercial joint venture between the two companies for the network airlines. The C+ Joint Venture between Air China, Lufthansa German Airlines, SWISS and Austrian Airlines became effective in April 2017. In November 2015, Singapore Airlines (the “SIA”) and Lufthansa Group signed a wide-ranging partnership agreement that aims to operate key routes between Singapore and Europe on a contractual joint venture basis. The agreement also significantly expands codeshare ties and deepens commercial co-operation. The S+ Joint Venture between Lufthansa German Airlines, SWISS, Austrian Airlines and SIA became effective in November 2017. These extended partnerships strengthen Lufthansa Group’s network, competitive position, and revenue quality due to a joint capacity management, joint pricing, joint product strategy, mutual market access, and last but not least revenue sharing.

Germany, Switzerland and Austria are the home and core markets of Lufthansa German Airlines, SWISS and Austrian Airlines; Germany is one of the largest aviation markets in Europe. However, in the global context of the aviation industry, it is not large enough on its own to allow Lufthansa Group to maintain its size and market position. Therefore, Lufthansa German Airlines, SWISS and Austrian Airlines view Europe as its domestic market and believe their growth potential lies in connecting Europe to other global markets.

Lufthansa Group is in international competition with other European network carriers, US carriers such as American Airlines and Delta Airlines, and carriers from Turkey and the Middle East, including Turkish Airlines, Emirates, Qatar Airways and Etihad Airways.

In Europe, Lufthansa Group's network airlines' main competitors are the large network carrier groups Air France-KLM and IAG (incl. British Airways, Iberia, Aer Lingus, Vueling and Level), in addition to a multitude of small national airlines. Lufthansa's network airlines' primary competitors on routes from Germany to other European cities are generally the national airlines that operate in these countries. In addition, in Europe the Lufthansa Group's network airlines are facing competition from low-cost airlines such as Ryanair, easyJet and Wizzair and have seen a number of customers, including corporate customers, shifting from the Lufthansa's network airlines to low-cost airlines. Yields for the Network Airlines are put under pressure in the European short-haul market due to overcapacities caused by carriers willing to accept significant losses to expand their market share, especially in the home markets Germany and Austria.

The above mentioned competitors are affected in similar ways as the Network Airlines from the Covid-19 induced impact on air travel demand, as described at the beginning of this section.

Eurowings business segment

Competition is fierce for Eurowings in its home markets Germany, Austria and Belgium. Yields in the European short-haul market, in particular in the two home markets Germany and Austria, are affected by sustained overcapacities caused by carriers who have been willing to accept significant losses to expand their market share prior Covid-19. This was and is putting pressure on yields at Eurowings.

Eurowings also offers its customers low cost long-haul flights. However, competition in this area is characterized by rigorous competition and substantial yield and therefore margin pressure – no different from domestic European low-cost travel.

Due to Covid-19 and yield pressure in the European aviation landscape, market adjustment will likely lower the number of presently more than 200 airlines operating in Europe. In the course of the Covid-19 crisis, the restructuring program by Eurowings aims to take advantage of the opportunities offered by the market in the crisis and to increase the attractiveness and popularity of the Eurowings brand on a sustainable basis.

Eurowings is working on a turnaround plan, which aims to refocus on short-haul flights. The commercial responsibility for long-haul business was transferred to the Network Airlines business segment. It also aims to increase the productivity, decrease overhead costs and improve digital sales channels.

Logistics business segment

Industry-wide cargo tonne-kilometres (CTKs) declined by 13.5% year-on-year in July 2020. Despite growing uncertainty in Covid-19 developments, indicators such as manufacturing output and new export orders are improving. July's CTK performance is weaker than expected based on economic activity. This divergence between economic activity and air cargo is partly due to the shortage of air cargo capacity. Total available cargo tonne-kilometres (ACTKs) fell by 31.2% year-on-year in July (IATA Air Freight Market Analysis 7 / 2020).

The market-wide supply of freight capacity has decreased as a result of the loss of capacity in the bellies of passenger planes. The demand for the remaining freight capacity remained unchanged during the third quarter 2020 at a high level. Overall, the supply decreased by 36%, the sales volume fell by 29%; the cargo load factor was 67.5% by 7.0 percentage points over the previous year. Traffic revenues rose in the first nine months of the year due to higher average revenues in all traffic areas by 3% to EUR 1,775 million compared to the previous year. Especially the traffic area Asia/Pacific increase traffic revenues, which was in comparison significantly higher than in the previous year. Sales revenues increased by 4% to EUR 1,907 million. Operating expenses decreased by 22% to EUR 1,527 million due to the volume- and price-related decrease in fuel expenses, lower belly expenses to Lufthansa Group companies and lower personnel expenses. Furthermore, due to the cost reduction program ProFlex, launched in 2019, personnel expenses and other operating expenses could also be reduced.

Lufthansa Cargo is well positioned in this competitive market. Joint ventures with United Airlines, ANA and Cathay Pacific create an even denser network choice for customers. Having adopted digital transformation early, Lufthansa Cargo is digitising its customer interface and its internal processes with state of the art technology. Strategic partnerships with and investments into "LogTech" startups complement this customer-centric approach.

From a regional perspective, Lufthansa Cargo's most important traffic regions, Asia-Pacific and the Americas are almost equal in size and accounted for nearly 90% of capacity and revenue in 2019.

MRO business segment

The global market for technical services for commercial aircraft is highly affected by the Covid-19 crisis as a significant number of aircraft are grounded by MRO's customers. As a consequence, planned flight hours from MRO's customers that have not been carried out are reducing the demand for MRO's services on commercial aircraft significantly.

In general this market is defined primarily by scheduled routine repairs and inspections of aircraft, engines and components. These necessary services are often not carried out by the airlines themselves, but are provided mainly by independent third-party suppliers and aircraft, engine and component original equipment manufacturers (the "OEMs").

Competitors of Lufthansa Technik are in general OEMs servicing the after-market and complementing their product-offering (such as Airbus, Boeing, General Electric, MTU Aero Engines), airline-affiliates (such as Air France-KLM), independent and globally active MRO contractors offering a broad spectrum of services (such as ST Aerospace and HAECO), and small, regionally and technologically focused suppliers.

In recent years OEMs, in particular, extended their after-market activities and new business models evolved with aircraft and engine lessors increasingly seeking an after-market exposure. Whether this trend continues or might be reversed by Covid-19 cannot be anticipated at the current stage. Digitalisation found its way into the MRO industry and affects repair processes and business models. These developments in combination with limited flight operations and increasing surplus availability continue to put pressure on prices for MRO services.

Catering business segment

The ongoing Covid-19 crisis and the associated significant decline in global air traffic have a significant impact on global business of the LSG Group.

The LSG Group's market environment is characterised by continuous cost pressures and rigorous competition. Airlines are adapting new service models, in particular onboard retail programs, the LSG Group is challenged to transform its production and delivery model and to develop new capabilities, especially in the area of onboard retail as well as pre-order and pre-select platforms.

The LSG Group's competition consists of a few international and a growing number of local or regional companies. The biggest market player is gategroup (as defined below) (including Servair, acquired in 2018 and LSG Group's European business, planned for 2020), followed by LSG, dnata, newrest and SATS, which are all growing continuously. The past several years have also seen some companies from the logistics and other industries entering the airline catering market with a different product portfolio and aggressive pricing. They offer services specifically geared towards the onboard retail programs of low-cost carriers and less complex onboard services on short-haul flights. They also target the economy class service where freshness and culinary excellence are not a priority in relation to the food selection.

Known trends affecting the Issuer and the industries in which it operates

The Covid-19 pandemic has caused economic output to drop severely. According to data from Global Insight (source: Global Insight World Overview as of 15 July 2020), the global economy contracted by 9.0% year-on-year in the second quarter of 2020; global economic growth in 2019 as a whole was 2.6%. Asia/Pacific was the least affected global region in the second quarter, with a decline in economic output of 3.2% (full year 2019: growth of 4.2%). The European economy contracted by 14.6% in the second quarter of 2020 (full year 2019: growth of 1.5%). For the full year a GDP development for the global economy as a whole is forecasted with -5.5%, Asia/Pacific with -2.1% and Europe is forecasted with -8.5%.

Following a tremendous contraction of the world economy in 2020 by 4.4% due to the Covid-19 virus, forecasts of the International Monetary Fund (source: International Monetary Fund as of October 2020) foresee a global economic growth of 5.2% in 2021. Whereas the economy in developing countries such as Russia or India is expected to grow by 6.0% in 2021 advanced economies such as the United States or the Eurozone fall behind with a projected growth of only 3.9% in the upcoming year, most of which have been intensively affected by

the Covid-19 pandemic. The dramatic drop in passenger numbers in the year of 2020 is expected to be followed by a long-term recovery in the following years. A short-term recovery in the industry is not expected. In July 2020, IATA has pushed back its forecast for a return of traffic numbers to pre-Covid-19 levels to 2024, one year later than previously expected. For the upcoming year of 2021, IATA expects a rise in revenue passenger kilometres (RPK) of 55.2%, followed by a slowed down recovery in the years following up.

The future development of the Euro against other currencies depends on how various risks develop. Euro interest rates will again depend largely on monetary policy in 2020.

The oil price decreased in the first three quarters of 2020 drastically from USD 66.00/barrel of Brent Crude on 31 December 2019 to USD 40.95/barrel. The average price over the first three quarters of 2020 was USD 42.47/barrel, which is 34% lower than in the previous year. The jet fuel crack, the price difference between crude oil and jet fuel, was 83% lower year on year. Overall, oil prices will remain exposed to worldwide economic distortions and geopolitical developments.

In 2019, the oil price was on average 10% lower than in the previous year. In 2019, the Lufthansa Group consumed around 10.9 million tonnes of kerosene. Fuel expenses in an amount of EUR 6.7 billion constituted a major item of expense for the Lufthansa Group in 2019. As of 30 September 2020, there were crude oil and kerosene hedges designated under hedge accounting for circa 88% of the forecasted Group fuel requirement for 2020, in the form of futures, fixed price instruments and options. For 2021, around 53% of the forecasted fuel requirement was hedged at that time with derivatives designated under hedge accounting.

The Lufthansa Group uses standard market instruments for fuel hedging and hedges fuel price risks mostly by utilising option structures. As of 30 September 2020, around 88% of the forecasted fuel requirement for the remaining year 2020 and around 53% of the forecast fuel requirement for the year 2021 were hedged with fuel price derivatives designated under hedge accounting. As of 30 September 2020, Lufthansa Group expects fuel expenses of around EUR 2.0 billion for the year 2020 (in 2019 fuel expenses were EUR 6.7 billion).

As of 30 September 2020, the decline in flight traffic due to the Covid-19 virus crisis meant that fuel prices and foreign currencies were still “over hedged”, meaning hedging relationships previously designated under hedge accounting rules had to be terminated early. The corresponding hedging instruments are accounted for through profit or loss as standalone derivatives until their due date. Overall, terminated hedging relationships had an earnings impact of EUR –743 million in the nine months ended 30 September 2020 (see also: *Risk Factors, Hedging costs*).

The airline catering market is changing. Due to the effects of the Covid-19 pandemic and the planned close of the European business in the near future, an organizational and strategic realignment of the LSG Group is absolutely necessary. LSG Group’s network structure is reassessed and the closure of individual plants like the one in Salt Lake City, USA, and the withdrawal from individual markets, such as the Turkish and South African market, is decided. At the same time, LSG Group is changing its strategic focus and will concentrate on three product lines in the future: Classic catering (core business), onboard Retail Programs and New Business Models, IT & Platform. Thus, LSG Group is placing even greater emphasis to hybrid or pure onboard sales models and on digitization. In addition, alternative new business areas are being explored, which may lead to more capacity utilization in the catering companies and thus can reduce overcapacities.

Recent Events

The former dividend policy foresees dividend payments of 10% to 25% of EBIT, if and insofar as a positive German GAAP result allows for this. As long as Lufthansa uses state aid support under ESF and KfW, dividend payments to shareholders are not allowed.

On 9 January 2020, Lufthansa Group cancelled all flights to (mainland) China until 9 February due to the Covid-19 virus pandemic.

On 3 February 2020, Lufthansa Group extended flight suspensions to mainland China due to the Covid-19 virus pandemic.

On 6 March 2020, the Executive Board of Deutsche Lufthansa AG decided to reduce the flight capacity offered to reduce the financial consequences of the sudden decline in demand. It complements the planned savings measures in personnel, material costs and project budgets as well as other liquidity measures.

On 11 March 2020, Lufthansa Group announced flight cancellations for April 2020. Due to the exceptional circumstances caused by the spread of Covid-19, Lufthansa published reduced flight schedules for its passenger airlines. For all passenger airlines in the Group, a total of 23,000 flights have been cancelled.

On 13 March 2020, the Lufthansa Executive Board decided to propose to the Annual General Meeting that the dividend payment for the financial year 2019 shall be suspended. The spread of Covid-19 is having a major impact on global demand for air travel. The Lufthansa Group is trying to reduce material and project costs, to implement reduced working hours (“*Kurzarbeit*”, which happened as of 27 March 2020 for 31,000 employees, as per date of this Base Prospectus around 70,000 employees are in “*Kurzarbeit*”), and is negotiating the postponement of planned investments.

On 17 March 2020, the rating agency Standard & Poor’s lowered the credit rating of the Lufthansa Group from BBB- to BB+, with negative outlook. The rating is now below investment grade. On 3 April 2020, the EU Commission approved the sale of LSG Group’s European business, subject to fulfillment of certain conditions. Once the conditions have been fulfilled by the buyer of the gategroup Holding AG, the sale will be completed. The planned sale of LSG Group’s international activities has been postponed due to the Covid-19 pandemic.

On 7 April 2020, Lufthansa Group decided on a first restructuring package. The Executive Board of Deutsche Lufthansa AG adopted an initial restructuring package, consisting of various measures to adjust the capacities of flight operations to customer demand, which has been severely impacted by the crisis. These measures include, in particular, a reduction of the fleet and the closure of Germanwings.

On 20 May 2020, the rating agency Moody’s lowered the credit rating of Lufthansa Group from Baa3 to Ba1, with negative outlook. The rating is now below investment grade.

On 25 May 2020, the ESF of the Federal Republic of Germany approved the stabilisation package for Deutsche Lufthansa AG (the “**Stabilization Package**”). The package provides for stabilisation measures and loans of up to EUR 9 billion.

On 25 June 2020, the shareholders of Deutsche Lufthansa AG accepted the capital measures and the participation of the ESF in Deutsche Lufthansa AG at an extraordinary general meeting. On the same day, the EU Commission approved the Stabilization Package. The Executive Board therefore considers the Group’s existence to be secured for the next twelve months on the basis of its current corporate planning.

On 26 June 2020, Lufthansa Group announced that Thorsten Dirks will withdraw from Lufthansa’s Executive Board on the occasion of the successful conclusion of the Stabilization Package. The Executive Board division “Digitalization and Finance” will temporarily be assigned to the area of responsibility of CEO Carsten Spohr.

On 30 June 2020, the Executive Committee of the Supervisory Board approved a new allocation of responsibilities for the Executive Board. The former “Finance & IT” department will not be replaced following Thorsten Dirks’ departure. The responsibilities will be assigned to the other management departments of the Executive Board. Carsten Spohr will assume additional responsibility for the finance functions in the CEO’s department, until further notice. Following the departure of former CFO Ulrik Svensson in April, due to illness, the position of CFO is to be filled again in the coming months. In the future, the finance functions will be bundled in a separate department. See the section *Executive Board* for responsibilities of the board members.

On 1 July 2020, Lufthansa AG and certain of its affiliates have entered into the KfW Financing.

On 1 July 2020, the rating agency Standard & Poor’s lowered the credit rating of Lufthansa Group as a result of the spread of Covid-19 and its effects from BB+ to BB, with a negative outlook.

On 2 July 2020, the rating agency Moody’s lowered the credit rating of Lufthansa Group as a result of the spread of Covid-19 and its effects from Ba1 to Ba2, with a negative outlook.

On 7 July 2020, Lufthansa launched the second set of measures of its restructuring programme. The comprehensive restructuring programme entitled “ReNew” is scheduled to run until December 2023 and is headed by Dr. Detlef Kayser, Member of the Lufthansa Group Executive Board. It also includes restructuring programmes that are already underway at the Group’s airlines and service companies. These will continue unchanged. The number of leadership positions throughout the Group are planned to be reduced by 20 per cent. The administration of Deutsche Lufthansa AG is planned to be reduced by 1,000 positions. The process of transforming Lufthansa Airline into a separate corporate entity is being accelerated. The already planned

reduction of sub-fleets and the bundling of flight operations will be implemented. This measure includes the long- and short-haul leisure business at the Frankfurt and Munich hubs. The financial planning until 2023 provides for the acceptance of a maximum of 80 new aircraft into the Lufthansa Group carriers' fleets. This reduces the planned investment volume for new aircraft by half.

On 14 July 2020, Scope affirmed the rating of Lufthansa at BBB- and assigned a negative outlook; review for possible downgrade resolved.

On 9 September 2020, Lufthansa has founded the new "Ocean GmbH", which at this point of time aims to fill 300 vacancies for cockpit and cabine, only with employees within the Lufthansa Group. The new company plans to offer long-haul touristic flights under the Eurowings brand. Ocean GmbH is a company which positions itself for private touristic travelers, and will offer job conditions similar to competitors in that field.

On 21 September 2020, Lufthansa decided on a third package within the restructuring programme. In more detail, the Executive Board adopted the following resolutions: The capacity outlook for the passenger airlines will be significantly revised; the previous assumption that an average production level of 50 per cent. of the previous year's value would be reached in the fourth quarter of the year no longer seems realistic. If the current trend continues, the available seat kilometres will probably only be in a range between 20 and 30 per cent., compared to the previous year. The medium term fleet planning will be adjusted and currently foresees a permanent, Group-wide capacity reduction of 150 aircraft by the middle of this decade. Various fleet decisions will result in a further impairment of up to EUR 1.1 billion. The previously announced personnel surplus amounting to 22,000 full-time positions will increase as a result of the decisions taken with regard to the third package within the restructuring programme. The change in permanent staffing levels within flight operations will be further adjusted with regard to market development. The compensation and reduction of personnel surplus will be discussed with the responsible employee representatives.

On 7 October 2020, Lufthansa Group has so far reimbursed over EUR 3.2 billion, in the current year, to a total of over 7.3 million customers. The number of open ticket refunds fell to around 650,000 transactions worth less than EUR 300 million, despite the fact that flights had to be cancelled again for the coming winter flight schedule.

On 5 November 2020, Lufthansa announced to provide max. 25% of last year's capacity from October to December 2020 due to the decreased travel demand.

On 10 November 2020, Lufthansa Group successfully placed a senior unsecured convertible bond in a principal amount of EUR 600 million. The bond has a coupon of 2.0% *per annum*. Unless previously converted, redeemed or repurchased and cancelled, the bonds will be redeemed at their principal amount on 17 November 2025. Investors also have the possibility to convert the bonds into new and/or existing no-par value ordinary registered shares of the Issuer. The initial conversion price was set at EUR 12.96, representing a conversion premium of 40% above the reference share price of EUR 9.2545.

On 11 November 2020, the Supervisory Board of Deutsche Lufthansa AG appointed Remco Steenbergen as a new member of the Issuer's Executive Board. Remco Steenbergen will assume the position of the Chief Financial Officer effective 1 January 2021. His contract will run until 31 December 2023.

Administrative, Management and Supervisory Bodies

In accordance with the German Stock Corporation Act (*Aktiengesetz*), Lufthansa AG has an Executive Board (*Vorstand*) and a Supervisory Board (*Aufsichtsrat*). The Executive Board is responsible for the management of Lufthansa AG's business; the Supervisory Board supervises the Executive Board and appoints its members. The two boards are separate and no individual may simultaneously be a member of both boards.

Executive Board

As at the date of this Base Prospectus, the members of the Executive Board of the Issuer are*:

Name	Function	Membership on other supervisory boards and comparable bodies
Carsten Spohr	Chief Executive Officer	Münchener Rückversicherungs-Gesellschaft AG
Christina Foerster	Chief Customer Officer	LSG Lufthansa Service Holding AG Lufthansa AirPlus Servicekarten GmbH Austrian Airlines AG Eurowings GmbH SN Airholding SA/NV
Harry Hohmeister	Chief Commercial Officer	Lufthansa Cargo AG Aircraft Maintenance and Engineering Corporation (AMECO)
Detlef Kayser	Chief Operations Officer	LSG Lufthansa Service Holding AG Aerodata AG Lufthansa Technik AG Austrian Airlines AG Swiss International Air Lines AG
Michael Niggemann	Chief HR & Legal Officer	

* Remco Steenberghe has been appointed as new Chief Financial Officer of Deutsche Lufthansa AG, and will assume this position on 1 January 2021 (see above “Recent Events”, 11 November 2020).

Supervisory Board

As at the date of this Base Prospectus, the members of the Supervisory Board of the Issuer are:

Name (Principal occupation)	Function	Membership on other supervisory boards and comparable bodies
Karl-Ludwig Kley (Chairman or Member of various supervisory boards)	Chairman	E.ON SE (Chairman) BMW AG
Christine Behle (*) (Deputy Chairwoman of the trade union ver.di)	Deputy Chairwoman	Bremer Lagerhaus-Gesellschaft - Aktiengesellschaft von 1877 Dortmunder Stadtwerke AG (DSW21)/Dortmunder Stadtwerke Holding GmbH
Alexander Behrens (*) (Flight Attendant, Member of the Flight Attendants’ Union – UFO e.V.)	Member	n/a
Jörg Cebulla (*) (Flight Captain)	Member	Sparda-Bank Hessen eG, Albatros Versicherungsdienste GmbH
Erich Clementi (Deputy Chairman of the Supervisory Board of E.ON SE)	Member	E.ON SE
Thomas Enders (Member of various supervisory boards)	Member	Linde plc Knorr-Bremse AG

Name (Principal occupation)	Function	Membership on other supervisory boards and comparable bodies
Christian Hirsch (*) (Manager Information Management)	Member	n/a
Michael Kerkloh (Former Chairman of the Management Board of Flughafen München GmbH)	Member	Oman Aviation Group
Carsten Knobel (Chairman of the Executive Board and CEO Henkel AG & Co. KGaA)	Member	Henkel Central Eastern Europe GmbH, Austria (Chairman) Henkel (China) Investment Co. Ltd., China Henkel & Cie. AG, Switzerland Henkel Ltd., Great Britain Henkel of America Inc., USA (Chairman)
Holger Benjamin Koch (*) (Senior Director Sustainability Management process organization Airport / Industry Charges & Commercial Provider Management)	Member	n/a
Harald Krüger (Member of the Supervisory Board Deutsche Telekom AG)	Member	Deutsche Telekom AG
Birgit Rohleder (*) (Teamlead IT Application Management Airport Services)	Member	n/a
Miriam Sapiro (Director and Vice Chairwomen (Public Affairs), Sard Verbinen & Co.)	Member	Project HOPE, USA
Ilja Schulz (*) (Flight Captain, Member of the Cockpit Pilots' Union Vereinigung Cockpit e.V.)	Member	n/a
Astrid Stange (Group Chief Operating Officer AXA SA)	Member	GIE AXA AXA Group Operations SAS (Chairwomen) Alpha Scale SAS
Olivia Stelz (*) (Purser)	Member	n/a
Stephan Sturm (Chairman of the Executive Board, Fresenius Management SE)	Member	Fresenius Kabi AG (Chairman) Fresenius Medical Care Management AG (Chairman) VAMED AG, Austria
Angela Titzrath (Chairwoman of the Executive Board of Hamburger Hafen und Logistik AG)	Member	Evonik Industries AG Talanx AG
Christina Weber (*) (Administrative staff member)	Member	LSG Lufthansa Service Holding AG
Klaus Winkler (*) (Engine mechanic)	Member	n/a

(*) Employee Representatives

The business address of each member of the Executive Board and the Supervisory Board is Deutsche Lufthansa Aktiengesellschaft, Lufthansa Aviation Center, Airportring, 60546 Frankfurt am Main, Germany.

Conflicts of Interest

As of the date of this Base Prospectus, the above mentioned members of the Executive Board and the Supervisory Board of Lufthansa AG do not have potential conflicts of interests between any duties to Lufthansa AG and their private interests or other duties.

Major Shareholders

Under Lufthansa AG's Articles of Association, each of Lufthansa AG's ordinary shares represents one vote. Major shareholders do not have different voting rights.

Under the German Securities Trading Act (*Wertpapierhandelsgesetz*; WpHG), holders of voting securities of a listed German company must notify that company of the level of their holding whenever it reaches, exceeds or falls below specified thresholds. Since 20 January 2007, the thresholds have been 3, 5, 10, 15, 20, 25, 30, 50 and 75% of the company's outstanding voting securities.

Lufthansa's major shareholders are (i) the ESF who owns 20.05% of Lufthansa's outstanding shares and (ii) Heinz Hermann Thiele who owns 12.42% of Lufthansa's outstanding shares.

Based on such notifications received from shareholders through the date of this Base Prospectus, Lufthansa is not aware of any other shareholder owning 10% or more of Lufthansa's outstanding shares.

To Lufthansa's knowledge, Lufthansa is not directly or indirectly controlled or owned by another cooperation, by any government, or by any other natural or legal person, acting severally or jointly, and there are no arrangements which may result in a change of control.

Credit Ratings

S&P Global Ratings Europe Limited ("**Standard & Poor's**")^{1,4} has assigned a long-term credit rating BB^{5,6} with "negative" outlook, Moody's Investors Service Ltd. ("**Moody's**")^{2,4} has assigned a long-term credit rating Ba2^{5,7} with "negative" outlook and Scope Ratings AG ("**Scope**")^{3,4} has assigned a long-term credit rating BBB^{-5,8} with "negative" outlook to Lufthansa AG.

Historical Annual and Interim Financial Information

The audited consolidated financial statements of Lufthansa Group as of and for the fiscal years ended

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

² Moody's is established in the European Community and is registered under the CRA Regulation.

³ Scope is established in the European Community and is registered under the CRA Regulation.

⁴ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The EU Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁵ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

⁶ Standard & Poor's defines BB in the Standard & Poor's Guide to Credit Rating Essentials (2019) as follows: Less vulnerable in the near-term but faces major ongoing uncertainties to adverse business, financial and economic conditions

⁷ Moody's defines Ba2 in its Global Long-Term Rating Scale in Rating Symbols and Definitions (September 2020) as follows: Obligations rated Ba are judged to be speculative and are subject to substantial credit risk

⁸ Scope defines BBB- in its Corporates Rating Definitions (March 2020) as follows: Ratings at the BBB level reflect an opinion of good credit quality.

The information sourced from Standard & Poor's, Moody's and Scope has been accurately reproduced and, as far as Lufthansa is aware of and able to ascertain from information published by Standard & Poor's, Moody's and Scope, no facts have been omitted which would render the reproduced information inaccurate or misleading.

31 December 2018 and 31 December 2019, respectively, which have been prepared in accordance with International Financial Reporting Standards (“IFRS”), with a respective auditor’s report (*Bestätigungsvermerk*) thereon as well as the unaudited consolidated interim financial statements of Lufthansa Group for the periods ended on 30 June 2020 and 30 September 2020 are incorporated by reference into this Base Prospectus.

Legal and arbitration proceedings

Save as described below, there are currently no, and Lufthansa Group has or have not been involved in any, governmental, legal or arbitration proceedings during the period of the last twelve months, against or affecting Lufthansa AG or any of its subsidiaries, nor is Lufthansa AG aware of any pending or threatened proceedings, which (in either case) may have or have had in the recent past significant effects on the financial position or profitability of Lufthansa AG or the Lufthansa Group.

Lufthansa Cargo AG

The EU Commission and various national antitrust authorities conducted global investigations of air carriers in connection with allegations of anticompetitive collusive practices in the term between 1999 and 2006 relating to freight rates and premiums in the air cargo sector. Lufthansa Group cooperated fully with the antitrust authorities in these proceedings and availed itself of the leniency policy for cooperating witnesses in the relevant jurisdictions. In doing so, Lufthansa avoided to participate on the fines imposed by the EU Commission, which amounted to about EUR 800 million for the other cartel participants. Above that, Lufthansa and SWISS benefited from leniency programs regarding antitrust proceedings of the authorities of, inter alia, the United States, Australia, Canada, Switzerland and Korea in relation to the assessment of fines amounting to EUR 1.2 billion. Despite Lufthansa Group receiving full immunity, Lufthansa Group has appealed the EC’s decision to the European Court of Justice (“ECJ”) strictly on legal grounds. This appeal did not affect the EC’s grant of full immunity.

In some jurisdictions, cargo customers have filed objections to, or opted out of the settlements reached with the antitrust authorities or have filed civil actions for damages against the cartel members, including Lufthansa Group. Lufthansa Group was able to obtain dismissal of civil class actions in the United States, Australia and Canada by settling with the plaintiffs. In Germany and the United Kingdom Lufthansa has settled all pending litigations in 2019. In the Netherlands, South Korea, Norway and Israel, Lufthansa Group, together with other cargo carriers, are currently subject to, or have been joined in, class actions and other civil actions for damages. In other proceedings, particularly in the Netherlands, parties have filed claims amounting to up to three-digit million figures.

At present, there can be no assurance as to the likely outcome of these actions. There can also be no assurance that additional civil actions will not be filed against Lufthansa Group in relation to allegations of anticompetitive collusive practices in the air cargo sector.

Miles and More GmbH

A participant of the Miles & More Programme initiated litigation proceedings against Miles & More GmbH (the “MMG”) before the District Court (*Landgericht*) of Frankfurt am Main to pay his mileage credit of 700,000 award miles as a monetary amount of EUR 21,000. According to the claimant, award miles of the Miles & More Programme qualify as e-money within the meaning of the Zahlungsdiensteaufsichtsgesetz (“ZAG” - Payment Services Supervision Act) and, as a consequence, are to be retransferred into money at any time on request. The classification as e-money would have an enormous impact of the Miles & More Programme in general. In particular, the issuance of e-money would require a license of the supervisory authority (in this case the German *Bundesanstalt für Finanzdienstleistungsaufsicht* - BaFin). Furthermore, all participants may claim payment of the value of their mileage balance without any miles expiration.

Lufthansa and MMG have been in contact with the BaFin regarding the question of qualification of award miles as e-money since 2009. In June 2019, it was confirmed once again that the BaFin does not classify the set-up of the Miles & More Programme in general as e-money within the meaning of the ZAG. However, it cannot be ruled out that certain single smaller features of the Miles & More Programme could be considered as e-money by the District Court.

Labour Proceeding against the Seniority Rules of Austrian Airlines

About 15 pilots filed law suits regarding the rules dealing with the seniority ranking following the merger of the operations of Austrian Airlines and Tyrolean Airlines and the implementation of the new Embraer fleet. As for the merger, the pilots claimed a “merge by date”. The Supreme Court dismissed the pleading in the mean proceeding but left leeway for interpretation for the remaining proceedings. As for the implementation of the Embraer fleet the Court turned down the 2:1 ratio of the Collective Agreement for Board personnel (the “**Collective Agreement**”) and considered it unreasonable. However the Collective Agreement has in the meanwhile been altered and it is unclear how the new ratio will be judged by the Courts. In addition, the circumstances have changed since most of the claimants are already working as Embraer pilots. Austrian has accomplished successful decisions in four law suits at the Supreme Court. The Supreme Court assessed that both, the merge by date and the altered ratio are based on objective reasons. It is expected that the other courts will follow the argumentation in all other law suits. In the meantime the remaining cases have either been closed or while being officially pending the claimants lack ambition to pursue the proceedings. Thus the significance of this issue has diminished.

In another law suit a Regional-Captain claims the right to be promoted to the Embraer-fleet (Mainline). He argues that he was unlawfully overtaken due to an infringement of the seniority rules of the collective agreement. Austrian Airlines objected that the claimant unlawfully restricted his application by only accepting an Embraer position while refusing Airbus. Thus he waived his rights for a promotion to the Mainline. Austrian Airlines won the first and the second instance. The defendant appealed to the Supreme Court. The case, if lost, might have an impact on the system of internal staffing and cause further law suits.

Legal Proceedings against Sheik Jaber Al

On 26 June 2008, Austrian Airlines filed a lawsuit against Sheik Jaber Al in the Commercial Court of Vienna for damages in the amount of EUR 156.4 million. Austrian Airlines is seeking to recover these damages for breach of contract under a subscription agreement pursuant to which Sheik Jaber Al agreed to subscribe for a 20% stake in Austrian Airlines. Sheik Jaber Al failed to purchase this stake, alleging that he had not been informed of Austrian Airlines’ poor financial condition and that he was intentionally misled. On 26 April 2010, Sheik Jaber Al filed a counterclaim against Austrian Airlines for damages in the amount of EUR 30 million while also contesting the enforceability of the subscription agreement.

Declaratory action against GDS Sabre

The Lufthansa Group Airlines intend to make available, in addition to distribution via the classic GDS, to customers various other technical and commercial distribution channels, including direct connections to the Lufthansa Group systems. Out of court, the GDS Sabre and Lufthansa Group disagreed as to whether this extended offer of Lufthansa Group fulfilled the function of a GDS in accordance with the contract definitions. To clarify this question, Lufthansa Group has filed for a declaratory judgment with the District Court of Tarrant County, Texas. With the declaratory judgment, Lufthansa Group is seeking a judicial decision on the different interpretation of this contractual clause. On 1 February 2019, the Texas Supreme Court ruled in favor of Lufthansa Group that the Airline Deregulation Act did not prevent Lufthansa Group from seeking damages from Sabre. Lufthansa Group and Sabre are currently reviewing whether an amicable settlement in this lawsuit could also be considered in the light of future cooperation. The definition of the term “GDS” is crucial to Lufthansa Group distribution and sales strategy.

Tax Proceedings

Lufthansa Group is engaged in tax proceedings with the tax office in Cologne-Altstadt at the Federal Fiscal Court regarding several tax matters, in particular, the deductibility of write-downs on cross-border inter-company loans granted by Lufthansa Group originating in the years between 2001 and 2005. In its financial accounts for the first half year of 2019, the Lufthansa Group shows an additional tax expense for its tax risk of EUR 340 million relating to this open tax matter in Germany. Past judgments by the competent Fiscal Court and the Supreme Tax Court had confirmed the Company’s legal opinion in principal. However, the Supreme Tax Court has recently repealed the case law established in prior years in a comparable case which led Lufthansa to reassess this tax risk. After the hearing at the Federal Fiscal Court in June 2019, the court has decided to refer the Lufthansa case back to the Local Fiscal Court in Cologne. Another tax proceeding at the Local Fiscal Court in Cologne is pending and relates to the years 2006 to 2009. The main controversial issues are the acquisition

costs of a foreign subsidiary, the tax exemption of certain dividends and the deductibility of certain accruals. While Lufthansa Group believes that it has valid arguments supporting its position in this case, it is not possible to determine the final outcome of the case at this stage.

In addition to Germany, Lufthansa Group is from time to time involved in legal and administrative tax proceedings in other jurisdictions in which it has operations. See *“Risk Factors — Risks Related to Lufthansa — Lufthansa’s Legal and Regulatory Risks — External audits of, and tax proceedings involving, Lufthansa and its subsidiaries could lead to additional tax payment obligations”*.

Insurance Policies

Combined Hull and Liability Insurance

Lufthansa Group is insured under the Lufthansa Aviation Insurance Group’s policy together with 48 mostly European aircraft operators. This policy provides liability coverage for passengers, mail, cargo, product legal liability and third-party legal liability and coverage for hull damages. Since insurance companies continue to be very reluctant in providing coverage for hull damages to aircraft caused by weapons of mass destruction, it is no longer possible for Lufthansa Group and other European airlines to effectively insure against such threats. Since hull insurance is not a condition to operating an airline, however, there is no risk that aircraft will be grounded for this reason.

Lufthansa Group does not purchase insurance coverage for financial losses caused by certain natural disasters that do not damage the aircraft or when an administrative official grounds an aircraft in connection with such disasters, as the insurance market does not provide adequate coverage with respect to such losses.

Third-Party Liability Insurance for War and Allied Perils

Lufthansa Group’s third-party liability insurance for war and allied perils covers damage to third parties by the operation of its passenger and cargo aircraft due to war or allied perils, including terrorist attacks. These risks are covered for aircraft of the Lufthansa Group with a limit of up to USD 1.2 billion - depending on aircraft type - per event of loss and up to a maximum of USD 2.4 billion per insurance year for all aircraft operators covered under the Lufthansa Group’s policy.

Trend Information

Save as disclosed in each of the sections *“Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”* as well as *“Risks regarding Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”*, there has been no material adverse change in the prospects of Lufthansa AG since 31 December 2019.

Save as disclosed in each of the sections *“Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”* as well as *“Risks regarding Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”*, there has been no significant change in the financial performance of Lufthansa Group since 30 September 2020 to the date of this Base Prospectus.

Significant change in Lufthansa’s financial position

Save as disclosed in each of the sections *“Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”* as well as *“Risks regarding Deutsche Lufthansa Aktiengesellschaft and Lufthansa Group”*, there has been no significant change in the financial position of Lufthansa AG since 30 September 2020.

Additional Information

Share Capital

As of 30 September 2020, Lufthansa AG’s issued capital amounts to EUR 1,530,221,624.32 divided into 597,742,822 shares, each with a notional value of EUR 2.56 and is fully paid up. In addition, Lufthansa AG has an authorised share capital of EUR 450,000,000.00 (the **“Authorised Capital A”**). Furthermore, Lufthansa AG has authorised share capital of EUR 22,362,168.32 (the **“Authorised Capital B”**).

A resolution passed at the Annual General Meeting on 5 May 2020 authorised the Executive Board until 4 May 2025, subject to approval by the Supervisory Board, to issue convertible bonds, bonds with warrants or

participating bonds – or combination thereof - up to a total nominal amount of EUR 1.5 billion. For the grant of shares to the holders or creditors of above mentioned bonds, the Issuer's share capital is conditionally increased by up to EUR 122,417,728 by issuing up to 47,819,425 new no-par value registered shares (Conditional Capital 2020/I).

On the basis of the resolution adopted by the Extraordinary General Meeting of 25 June 2020, the Issuer's share capital is conditionally increased by up to EUR 102,014,776.32, divided into up to 39,849,522 no-par value registered shares (Conditional Capital 2020/II). The conditional capital increase is intended for the granting of shares upon the exercise of conversion rights granted to the Economic Stabilization Fund (the “**ESF**”) established under the German Stabilization Fund Act as silent partner of the Issuer in respect of the Silent Participation II-A in accordance with the resolution of the Issuer's Extraordinary General Meeting of 25 June 2020 in case of the occurrence of a “Takeover Event”. A “Takeover Event” is deemed to have occurred in the event of publication of the decision to make a takeover offer within the meaning of § 10 German Securities Acquisition and Takeover Act (the “**WpÜG**”) or in the event of an attainment of control within the meaning of §§ 35 in conjunction with 29 WpÜG.

On the basis of the resolution adopted by the Extraordinary General Meeting of 25 June 2020, the Issuer's share capital is conditionally increased by up to EUR 897,985,223.68, divided into up to 350,775,478 no-par value registered shares (Conditional Capital 2020/III). The conditional capital increase is intended for the granting of shares upon the exercise of conversion rights granted to the Economic Stabilization Fund established under the German Stabilization Fund Act as silent partner of the Issuer in respect of the Silent Participation II-B in accordance with the resolution of the Issuer's Extraordinary General Meeting of 25 June 2020 for the purpose of “**Dilution Protection**” and/or “**Coupon Protection**”. Dilution Protection refers to the cases intended to protect the Economic Stabilisation Fund from dilution in the event of a capital increase of the Issuer of (x) its shareholding increased to 25% and one share in case of a Takeover Event by conversion of Silent Participation II-A, unless the Economic Stabilisation Fund has exercised a Waiver of Dilution Protection (as defined below), or (y) its shareholding of 20% in the event of a capital increase without subscription rights, unless i) the Economic Stabilisation Fund is offered a participation in the capital increase without subscription rights, or ii) the ESF has exercised a Waiver of Dilution Protection (as defined below). Coupon Protection refers to the cases in which the coupon accrued on Silent Participation I (x) is not paid for any of the financial years up to and including 2023, and (y) the coupon accrued on Silent Participation I is again not paid for the 2024 and 2025 financial years, except to the extent that Silent Participation II-A has been converted. The conversion right in the case of Coupon Protection is limited for each of cases (x) and (y) to 5% of the current share capital after conversion.

Lufthansa AG's shares are registered no-par value shares with restricted transferability. As of the date of this Base Prospectus, Lufthansa AG does not hold any treasury shares.

Fiscal Year

Lufthansa AG's fiscal year is the calendar year.

Memorandum and Articles of Association

According to Section 2 of its articles of association dated 6 January 1953, as last amended by resolution in June 2018, Lufthansa AG's corporate purpose is national and international air traffic and the operation of all commercial activities and facilities connected with and relating to civil aviation and its promotion. For the furtherance of its business purpose, Lufthansa AG shall be entitled to establish domestic and foreign branches and agencies, to acquire participating interests in other domestic and foreign enterprises, to acquire outright or set up such enterprises and to conclude all manner of business contracts, including pooling agreements. It can devolve its activities completely or partially to such enterprises.

Net Indebtedness of the Lufthansa Group

The valuation of Lufthansa Group's pension obligations is highly influenced by the respective interest rate to calculate the present value of the pension obligations according to International Financial Reporting Standards as adopted by the European Union (“**IFRS**”).

in EUR million	30 September 2020 (unaudited)	31 December 2019 (audited unless otherwise stated)	Change in % (unaudited)
Liabilities to banks	4,412	2,110	109
Bonds	1,206	1,094	10
Leasing liabilities (IFRS 16) ⁽¹⁾	2,205	2,386	-8
Other borrowing ⁽³⁾	5,297	4,440	19
Other bank borrowings	31	17	82
Group indebtedness ⁽³⁾	13,151	10,047	31
Cash and cash equivalents	1,601	1,415	13
Securities	2,620	1,970	33
Net indebtedness ⁽³⁾	8,930	6,662	34
Pension provisions ⁽²⁾	8,073	6,659	21
Net indebtedness and pensions ⁽³⁾	17,003	13,321	28

(1) Without former financial lease liabilities in accordance with IAS 17.

(2) As of 30 September 2020, the interest rate used for calculating the present value of the pension obligations for German pension plans was at 1.3%, which is 0.1 percentage point lower than at year-end 2019.

(3) Unaudited.

As of 30 September 2020, the maturities of Lufthansa Group's financial liabilities until 2028 are as follows (nominal values):

in EUR million

Year	Hybrid Bond (1)	Promissory Note	Bond	Commercial Papers	Credit Lines	Aircraft Finance (secured)	State Aid (2)	Other Maturities (3)	Sum
2020						60.9		4.0	64.8
2021	500.0	868.5		200.0	738.0	349.0	65.1	456.7	3,177.3
2022		424.5				298.3	60.0	113.7	896.4
2023		104.0				456.9	1,060.0	47.2	1,668.1
2024		395.5	500.0			377.1	60.0	34.8	1,367.5
2025						435.2	129.1	14.1	578.4
2026		34.0				261.2		40.3	335.5
2027						289.9			289.9
2028						206.5			206.5

(1) First Call Date in 2021; maturity in 2075.

(2) Predominantly repayment EUR 1 billion KfW in 2023 as per final maturity and scheduled repayment Austrian State Aid EUR 300 million.

(3) Exclusive operating lease payments.

Lufthansa AG uses diversified debt financings. Since the beginning of this year until 11 November 2020, Lufthansa AG closed financings in a total amount of EUR 2.7 billion. From February to March 2020, EUR 350 million through money market loans and EUR 250 million through promissory notes (*Schuldscheindarlehen*) have been closed. In the period from March to June 2020, credit lines in the amount of EUR 738 million have been drawn. In May 2020, EUR 200 million of commercial paper and in June 2020, EUR 152.5 million promissory notes (*Schuldscheindarlehen*) have been issued. In addition, Lufthansa AG closed in the period from

July to October 2020, EUR 365 million of secured aircraft financing. On 10 November 2020, Lufthansa issued a convertible bond in the amount of EUR 600 million (see “Recent Events” for additional information).

Cash, Cash equivalents and Cash Drain

As of 30 September 2020, Lufthansa Group had liquidity of EUR 10.1 billion at its disposal. This figure includes undrawn funds from the EUR 9 billion stabilization packages from Germany, Switzerland, Austria and Belgium. Out of those, EUR 6.3 billion are available as per 30 September 2020 (see “State Aid/ Stabilisation Package”).

Lufthansa Group defines cash drain as operating cash flow inclusive leasing payments, exclusive change in trade working capital, exclusive change in other assets/liabilities, exclusive income tax payments/reimbursements, exclusive cash out related to fuel overhedging (“Cash Drain” - comparable figures are: Q2 2020 EUR 380 million, Q3 2020 EUR 141 million). As financial liabilities are excluded from the definition please note the maturities in the table above. The impact of reimbursements is limited as per date of this Base Prospectus (see “Recent Events” 7 October 2020, for outstanding ticket refunds).

Whereas in Q2 2020, Lufthansa Group had an average monthly cash drain of around EUR 520 million and could reduce this amount to EUR 206 million in the third quarter of 2020. The target is to reduce the cash outflow to an average of EUR 350 million per month in winter 2020/21 through various cash-saving and optimization measures: Reduction of crew complement, postponement or cancellation of non-business critical projects, cancellation of wet leases, shift of non-safety relevant aircraft and engine maintenance, renegotiation of supplier contracts, marketing stop, deferral of tax payments and monetization of unused hedges and emission certificates. From a working capital management view, it is planned to accelerate the collection of receivables, switch to prepayments for certain customers and to negotiate for longer payment terms.

In addition, it is planned to limit the investments through deferral of aircraft deliveries in 2020 and 2021 to EUR 1.3 billion for each year, divestiture of repairable spare parts and selected aircraft sale and leasebacks.

Personell measures, inter alia short time work (“Kurzarbeit”)

For the ground staff of Lufthansa AG, arrangements for short-time work (“Kurzarbeit”) are in place since 1 March 2020, due to the outbreak of Covid-19. On the basis of agreements relating to such arrangements, Lufthansa is topping up the short-time working allowance for the affected employees to 90% of the net salary. The German government paid 60% to 67% of those net salaries. As per date of this Base Prospectus around 70 thousand employees are affected of Kurzarbeit. So far, this arrangement lasts until 31 December 2021. The short-time work is supplemented with other personnel measures as reduction of overtime hours, unpaid leaves and early retirements.

As per end of September 2020, year-on-year, the number of employees of the Lufthansa Group reduced by almost 14,000, which leads to a personell cost reduction of around EUR 900 million *per annum*.

As at the date of this Base Prospectus, Lufthansa is in negotiations with its main labor unions (Cabin crew union “UFO”, pilot’s union “Vereinigung Cockpit” and union “ver.di”) on crisis packages. Especially the long-term crisis package with UFO aims to save costs of more than half a billion Euro. On 10 November 2020, Lufthansa and ver.di reached out an agreement on an initial crisis package with a volume of more than EUR 200 million which shall mainly apply to the ground staff of Lufthansa, Lufthansa Technik AG and Lufthansa Cargo AG. This crisis package still requires the approval of the members of ver.di and may require further approvals. Despite the progress on the above negotiations, it cannot be ruled out that negotiations will be re-opened or modified which in turn would require further involvement on Lufthansa’s side including detrimental financial effects.

Restructuring measures of Lufthansa Group business due to Covid-19

The “New Normal” is expected to be reached in 2023 and requires a restructuring of the business. Therefore, Lufthansa Group has initiated restructuring measures across all business units and functions, to counter the impact caused by the effects of Covid-19 (up to -99% passengers compared to prior year), which split up in the three pillars “ReFocus” (portfolio optimization and partnering opportunities), “ReOrg” (corporate and functional redtructuring) and “RePay” (capital market initiatives and refinancing of credit facilities).

Environment Social Governance (ESG)

Sustainable and responsible entrepreneurial practice is an integral part of Lufthansa Group's corporate strategy. *Inter alia*, it is reducing the carbon footprint, industry & policy ecosystems (support regulators towards carbon free economy, balancing ecological & economical requirements and global partnering on industry ecosystems), customer centric innovation (digital solutions to link customer & sustainability) and social responsibility (social engagement through 'help alliance', industry leading work conditions and fostering gender equality).

Since 25 years, Lufthansa Group is publishing its sustainability report "Balance". As of 1 January 2020, a new board resort "Customer & Corporate Responsibility" was created. Concrete measures of Lufthansa Group including, *inter alia*, the continuous investment in modern fleet to reduce CO₂ emission. In addition, the Lufthansa Group offers its customers the option to compensate on a voluntary basis a large part of the CO₂ emissions that are unavoidably caused by their flights and thus to make a personal contribution to climate protection. Since 2007, Lufthansa and SWISS have cooperated with the climate protection foundation myclimate for this purpose. Those compensations can be made through certified projects by myclimate or through sustainable aviation fuel. Lufthansa Group aims to compensate CO₂ emission for all business trips until 2023. There is also the aim to be CO₂-neutral for mobility for all ground transportation services, as well as use green electricity for all Lufthansa Group buildings in the DACH (i.e. Germany, Austria, Switzerland) region by 2023. The Lufthansa Group underscored the importance of diversity and equal opportunities over 20 years ago by creating the management function "Change Management and Diversity" and promoting equal career opportunities for men and women. The help alliance is the Lufthansa Group's central corporate citizenship pillar. The charitable aid organization acts as a catalyst for greater social engagement, combining proven projects initiated by employees with the power and network of the Lufthansa Group. The Lufthansa Group Code of Conduct, which was adopted in 2017 and internally and externally communicated in 2018, contains the principles and guidelines that are binding for all bodies, executives and employees in daily business life. The code also serves as an aid to orientation for business partners.

Material Contracts

AeroLogic

Aerologic GmbH ("**AeroLogic**") is a 50-50 joint venture between Lufthansa Cargo and Deutsche Post Beteiligungen Holding GmbH, holding long term flight services agreements with Lufthansa Cargo and DHL International GmbH ("**DHL**").

The flight services agreements provide that AeroLogic will sell the capacity of all of its aircraft currently in service to Lufthansa Cargo and DHL, in accordance with an agreed share of capacity and use. Pursuant to the flight services agreements, Lufthansa Cargo and DHL must compensate AeroLogic for these flight services. These compensation payments are to be calculated in such a way that AeroLogic's costs are covered.

Terminal One at John F. Kennedy International Airport in New York

Lufthansa Group, together with Air France, Korean Air and Japan Airlines, is a partner in Terminal One Group Association, L.P. ("**TOGA**"), organised in 1994 as a limited partnership under the laws of the State of New York to lease, finance, construct, maintain and operate the passenger terminal facility "Terminal One" at John F. Kennedy International Airport in New York.

Lufthansa Group, Air France, Korean Air and Japan Airlines have entered into substantially similar use and lease agreements with TOGA for use of the Terminal One facilities (together, the "**Facility Use and Lease Agreements**"), pursuant to which each of the carrier-partners has leased premises in Terminal One for joint or exclusive use, received certain rights to use the Terminal One and consented irrevocably, without restriction or reservation, to pay its share of all of TOGA's payment obligations and to guarantee those obligations, including the debt service on the outstanding bonds. If any of the carrier-partners fails to pay amounts due under a Facility Use and Lease Agreement, the Agreements provide that the relevant amounts will be paid by all of the carrier-partners who are not in arrears in proportion to their respective charges based on volume of use.

TOGA financed the construction of the facility in 1994 by the issuance of bonds issued through the New York City Industrial Development Agency (the "**IDA**"). Those bonds were refinanced in 2005 through the IDA and refunded in 2015 pursuant to USD 167,260,000 Special Facility Revenue Refunding Bonds, Series 2015 issued

by the New York State Transportation Development Corporation for the purpose of defeasing and redeeming all outstanding IDA Special Facility Revenue Bonds, Series 2005.

Terminal 2 at Munich Airport

Lufthansa Group holds an indirect general partner's interest of 40% in Terminal 2 Gesellschaft mbH & Co OHG ("**T2**"). The other general partner (holding an indirect interest of 60%) is Flughafen München GmbH, which is jointly owned by the Free State of Bavaria, the Federal Republic of Germany, and the City of Munich. The Terminal 2 passenger terminal at Munich Airport was built by T2 and is now operated by T2. Lufthansa Group is fully liable for all liabilities and payment obligations of T2. Amongst other things, T2 obtained a syndicated credit facility in the total amount of EUR 1,100 million drawn in several tranches with a graduated repayment schedule with the last tranche being repaid in the year 2033 to finance the construction of Terminal 2.

In December 2011, financing by way of a further syndicated credit facility in the total amount of EUR 725 million with a graduated repayment schedule was procured by T2 for the construction of a satellite to Terminal 2. This satellite started operations in 2016. In 2020, there was an additional financing of T2 by way of a bilateral credit line in an amount of EUR 100 million.

Lufthansa Hub Catering Contract (LHCC)

As part of the sale of LSG Group's European business to gategroup Holding AG ("**gategroup**") in early December 2019 and subject to the closing of the sale, Lufthansa concluded a long-term contract (the "**LHCC**") with gategroup to cater Lufthansa flights at the Lufthansa Group's Frankfurt and Munich hubs and SWISS flights at its Zurich hub. The LHCC is a modular contract and covers food production, catering logistics and other catering services. The sale of LSG Group's European business to gategroup is subject to fulfilment of certain closing conditions, amongst them being the approval of the European Commission. As a consequence, the commencement of the LHCC is also dependent on the closing of the sale. During an initial transition phase business disruptions and quality issues might occur post-closing which shall be mitigated by a joint venture structure of Lufthansa and gategroup governing the future catering activities in Frankfurt and Munich. Further on, joint implementation teams will be formed and joint contingency plans will be in place.

State Aid / Stabilisation Package

Due to the outbreak of Covid-19 and its impact on the financial situation of the airline industry, Lufthansa Group required additional funding and has received local state aid in Germany, Switzerland, Austria and Belgium as well as some other countries. The economic stabilization fund ((*Wirtschaftsstabilisierungsfonds*, the "**ESF**") established by the German government granted Deutsche Lufthansa Aktiengesellschaft stabilisation measures (consisting of silent partnership contributions and the subscription to new shares) totalling approximately EUR 6 billion (the "**ESF Stabilisation Measures**"). The ESF acquired a silent participation in an amount of EUR 4.7 billion (the "**Silent Participation I**") in the Issuer, which is accounted for as equity according to IFRS/German GAAP and provides for loss participation and coupon deferral right. The coupon steps up from 4% p.a. in 2020 / 2021 to 9.5% p.a. from 2027 onwards and has no maturity.

The second silent participation consists of two tranches (the "**Silent Participation II-A**" and, the "**Silent Participation II-B**") with conversion features (see *Additional Information – Share Capital* for further details). Due to a six year maturity with extension option until full repayment of Silent Participation I such silent partnership is not accounted for as equity according to IFRS/German GAAP. The coupon steps up from 4% p.a. in 2020 / 2021 to 8% p.a. in 2026 (9.5% beyond 2027). In addition thereto, 119.5 million shares were issued at a price of EUR 2.56 per share. Subject to full repayment of the silent participations and certain minimum price, the ESF is obliged to sell all shares by 31 December 2023 or as soon as the aforementioned conditions are met after this date.

The ESF Stabilisation Measures are governed by a framework agreement between the ESF and Lufthansa Aktiengesellschaft (the "**Framework Agreement**") and certain ancillary agreements.

Furthermore, a syndicated credit facility of up to EUR 3 billion with the KfW under the KfW Programme 855 ("Direct Participation for Syndicated Financing", the "**KfW Financing**") has been granted. Due to local state aid measures in Switzerland, Austria and Belgium the available commitments have been reduced to around EUR 1.02 billion. The facility has a term of three years with bullet repayment and an initial interest rate of 3.08% p.a. (adjustments subject to rating of Lufthansa AG). The KfW Financing is secured by pledges over the

shares in aircraft owning companies in Malta and Austria. The aforementioned companies hold a total of 327 aircraft as per 30 September 2020 (9xA220-100, 20xA220-300, 29xA319, 84xA320, 49xA321, 26xA330, 17xA340-300, 13xA340-600, 5xA380, 13xB747-400; 17xB747-8; 7xB777-200F, 6xMD11F, 6xCRJ900, 9xEmbraer 190, 17xEmbraer 195). In addition to the state aid in Germany, also state aid in other countries has been granted:

In Switzerland the business units SWISS and Edelweiss have been granted a loan in an amount of CHF 1,500,000,000. The state aid does not include any equity portion. The loan repayment is scheduled for 2025 with two extension options of one year each. The initial interest rate is 2.60% p.a., also subject to the rating of Deutsche Lufthansa Aktiengesellschaft. Amongst other security, the loan is secured by a pledge over the shares in SWISS International Air Lines AG.

The business unit Austrian Airlines has received state aid in form of a loan and subsidy (“*Katastrophenbeihilfe*”) in a total amount of EUR 450,000,000 comprising a loan of EUR 300,000,000 and a non-repayable grant of EUR 150,000,000. The interest of the loan is 1 % p.a. with a graduated repayment schedule with a last tranche to be repaid on 31 December 2025. The loan is secured by, amongst others, a pledge in the shares of Austrian Airlines AG as well as certain aircraft owned by Austrian Airlines AG.

The business unit Brussels Airlines has been granted state aid in form of a loan and an equity portion in a total amount of EUR 290,000,000 comprising a loan of EUR 287,100,000 and profit share certificates of EUR 2,900,000.

Due to local state aid measures in Switzerland, Austria and Belgium the available commitments in Germany have been reduced in the same amount, so that the state aid granted to the Lufthansa Group is in total EUR 9 billion. To avoid a cross collateralisation of the German, Swiss, Austrian and Belgian state aid financings, a so called ringfencing is in place. As a consequence, only limited transactions between these business units are permitted.

As of 30 September 2020, those state aids are used as follows:

Business unit	Country	State Aid Type (Loan, grant, etc.)	Amount Total (in EUR Mio.)	Amount used (in EUR Mio.)	Amount open (in EUR Mio.)
Deutsche Lufthansa AG	Germany	EUR 1,021 million KfW-Facility + EUR 306 million Capital Increase ESF + EUR 4,541 million Silent Participation I + EUR 1,000 million Silent Participation II	6,868	2,306	4,562
Austrian Airlines	Austria	EUR 300 million Loan + EUR 150 million Subsidy (“ <i>Katastrophenbeihilfe</i> ”)	450	350	100
Brussels Airlines	Belgium	EUR 287.1 million Loan + EUR 2.9 million Profit Certificates	290	2.9	287.1
SWISS & Edelweiss	Switzerland	CHF 1,500 million Loan, 85% guaranteed by SWISS government	1,392	0	1,392

Additional sources of funding

Lufthansa Group holds a STEP certified Multi-Currency Commercial Paper Programme with a volume of up to EUR 1,000,000,000.

Third Party Information and Declaration of any Interest

With respect to any information included in this Base Prospectus and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

ISSUE PROCEDURES

General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the “**Conditions**”). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the “**Terms and Conditions**”) as further specified by the Final Terms (the “**Final Terms**”) as described below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the Issuer to choose between the following Options:

- Option I – Terms and Conditions for Notes with fixed interest rates;
- Option II – Terms and Conditions for Notes with floating interest rates.

Documentation of the Conditions

The Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Base Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche. This type of documentation of the Conditions will be required where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in the Base Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Base Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Base Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterised by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions as set out in the Base Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in the Base Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and

Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Controlling Language

As to the controlling language of the respective Conditions, the following applies:

- In the case of Notes (i) publicly offered, in whole or in part, in the Federal Republic of Germany, or (ii) initially distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and Lufthansa, as specified on the back cover of this Base Prospectus.
- In other cases the Issuer will elect either German or English to be the controlling language.

TERMS AND CONDITIONS OF THE NOTES

Introduction

*The Terms and Conditions of the Notes (the “**Terms and Conditions**”) are set forth below for two options:*

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of the Option I or Option II including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Base Prospectus the Issuer does not had knowledge of certain items which are applicable to an individual issue of Notes, this Base Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II, the following applies

[The provisions of these Terms and Conditions apply to the Notes as completed by the terms of the final terms which are attached hereto (the “**Final Terms**”). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office the Issuer provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

OPTION I – Terms and Conditions that apply to Notes with fixed interest rates

TERMS AND CONDITIONS ENGLISH LANGUAGE VERSION

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This Series of Notes (the “Notes”) of Deutsche Lufthansa Aktiengesellschaft (the “**Issuer**”) is being issued in [**Specified Currency**] (the “**Specified Currency**”) in the aggregate principal amount [**In the case the global note is an NGN the following applies:**, subject to § 1(4),] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**Specified Denomination**] (the “**Specified Denomination**”).
- (2) *Form.* The Notes are being issued in bearer form.
- (3) Temporary Global Note – Exchange.
- (a) The Notes are initially represented by a temporary global note (the “**Temporary Global Note**”) without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the “**Permanent Global Note**”) without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- (b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the “**Exchange Date**”) 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the Issuer or the Paying Agent on the Issuer’s behalf to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a US person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by US tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).
- (4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. “**Clearing System**” means [**If more than one Clearing System the following applies:** each of] the following: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Federal Republic of Germany, (“**CBF**”)] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, (“**CBL**”) and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium (“**Euroclear**”), CBL and Euroclear each an “**ICSD**” and together the “**ICSDs**”.] and any successor in such capacity.

**In the case of
Notes kept in
custody on**

behalf of the

[The Notes are issued in new global note (“**NGN**”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the global note shall be the

ICSDs and the Global Note is an NGN, the following applies

aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by an ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is a CGN, the following applies

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2

STATUS, NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge.* The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a "**Security Interest**") over the whole or any part of its assets to secure any Capital Market Indebtedness (as defined below) other than Permitted Indebtedness (as defined below) without at the same time letting the Holders share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Issuer, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

For the purposes of this § 2, "**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) of the

Issuer or any of the Issuer's subsidiaries in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are intended to be quoted, listed or traded on any stock exchange or over-the-counter securities market.

“Permitted Indebtedness” means any Capital Market Indebtedness which is directly or indirectly secured by aircraft or aircraft equipment of the Issuer or any of the Issuer's subsidiaries (e.g. by means of special purpose entities owning aircraft or aircraft equipment).

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their aggregate principal amount at the rate of **[Rate of Interest]**% *per annum* from (and including) **[Interest Commencement Date]** to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable [semi-][annually] in arrear on **[Fixed Interest Date(s)]** in each year (each such date, an **“Interest Payment Date”**). The first payment of interest shall be made on **[First Interest Payment Date]** **[If First Interest Payment Date is not first anniversary of Interest Commencement Date the following applies: and will amount to [Initial Broken Amount per Specified Denomination]]. [If Maturity Date is not a Fixed Interest Date the following applies: Interest in respect of the period from (and including) [Fixed Interest Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [Final Broken Amount per Specified Denomination].]**

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law.¹

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* **“Day Count Fraction”** means with regard to the calculation of interest on any Note for any period of time (the **“Calculation Period”**):

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons), the following applies

[the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (Bürgerliches Gesetzbuch, BGB).

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (including the case of short coupons), the following applies

[the actual number of days in the Calculation Period divided by the actual number of days in the Reference Period in which the Calculation Period falls.]

In the case of Actual/Actual (ICMA Rule 251) with two or more constant interest periods (including the case of short coupons) within an interest year, the following applies

[the number of days in the Calculation Period divided by the product of (x) the number of days in the Reference Period in which the Calculation Period falls and (y) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

In the case Actual/Actual (ICMA Rule 251) is applicable and the Calculation Period is longer than one Reference Period (long coupon), the following applies

[the sum of:

- (a) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[In the case of Reference Periods of less than one year the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and
- (b) the number of days in such Calculation Period falling in the next Reference Period divided by **[In the case of Reference Periods of less than one year the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].]

The following applies for all options of Actual/ Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons)

[“**Reference Period**” means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. **[In the case of a short first or last Calculation Period the following applies:** For the purposes of determining the relevant Reference Period only, **[deemed Interest Payment Date]** shall be deemed to be an Interest Payment Date.] **[In the case of a long first or last Calculation Period the following applies:** For the purposes of determining the relevant Reference Period only, **[deemed Interest Payment Dates]** shall each be deemed to be an Interest Payment Date.]

In the case of 30/360, 360/360 or Bond Basis, the following applies

[the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

In the case of 30E/360 or Eurobond Basis, the following applies

[the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

§ 4 PAYMENTS

- (1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- (b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System. Payment of interest shall not be paid to an account within or mailed to an address within the United States.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1 (3) (b).

- (2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an

intergovernmental approach thereto payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, “**Payment Business Day**” means a day (other than a Saturday or a Sunday)

In the case of Notes not denominated in EUR, the following applies

[on which the Clearing System as well as commercial banks and foreign exchange markets settle payments in **[relevant financial centre(s)]**].][and]]

In the case the the Specified Currency is EUR, the following applies

[on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET2) (“**TARGET**”) are operational to forward the relevant payment].

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; **[if redeemable at the option of the Issuer for other than tax reasons the following applies:** the Call Redemption Amount of the Notes;] **[if redeemable at the option of the Holder the following applies:** the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the “**Maturity Date**”). The “**Final Redemption Amount**” in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after

the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Change of Control.* In the event that a Change of Control (as defined below) occurs [and within the Change of Control Period a Downgrade (as defined below) of the Issuer in respect of that Change of Control occurs] (an “**Early Redemption Event**”), the Issuer will:

- (a) immediately after becoming aware of the Early Redemption Event, publish this fact by way of a notice pursuant to § 13; and
- (b) determine and publish pursuant to § 13 the effective date for the purposes of this subparagraph (the “**Effective Date**”). The effective Date must be a Business Day (as defined below) not less than 60 and not more than 90 days after publication of the notice regarding the Early Redemption Event pursuant to subparagraph (3) (a).

If the Issuer has published a notice regarding an Early Redemption Event pursuant to subparagraph (3) (a), any Holder may, at its option, by submitting a redemption notice (the “**Early Redemption Notice**”), demand from the Issuer redemption as of the Effective Date of any or all of its Notes which are or were not otherwise declared due for early redemption, at their principal amount, plus interest accrued on their principal amount until (but excluding) the Effective Date. Each Early Redemption Notice must be received by the Fiscal Agent not less than 10 days prior to the Effective Date.

Any Early Redemption Notice shall be made by means of a notice in text format (*Textform*, e.g. email or fax) or in written form to be sent to the Fiscal Agent together with evidence by means of a certificate of the Holder's depository bank that such Holder at the time of such written notice is the holder of the relevant Notes. Early Redemption Notices shall be irrevocable.

A “**Change of Control**” occurs if any person or group, acting in concert, gains Control of the Issuer.

“**Control**” means (i) any direct or indirect legal or beneficial ownership or any direct or indirect legal or beneficial entitlement (as more fully described in § 22 of the German Securities Trading Act (*Wertpapierhandelsgesetz*)) of, in the aggregate, more than 50% of the ordinary shares of the Issuer or any other ability to control the affairs of the Issuer as described in § 17 of the German Stock Corporation Act (*Aktiengesetz*), or (ii) in the event of a tender offer for shares of the Issuer, circumstances where (A) the shares already in the control of the offeror and the shares with respect to which the offer has been accepted carry in aggregate more than 50% of the voting rights in the Issuer and (B) at the same time the offer has become unconditional, or (iii) the disposal or transfer by the Issuer of all or substantially all of its assets to another person or other persons.

“Change of Control Period” means the period commencing on the date that is the earlier of (1) the date of the first public announcement of a Change of Control; and (2) the date of the earliest Potential Change of Control Announcement and ending 90 days after the Change of Control.

“Potential Change of Control Announcement” means any public announcement or statement by the Issuer or any actual or potential bidder relating to any potential Change of Control where within 180 days of the date of such announcement of statement, a Change of Control occurs.

[A **“Downgrade”** occurs if the solicited credit ratings assigned to the Issuer’s long-term unsecured debt cumulative fall below [BBB-][●] (in the case of Standard & Poor’s and Fitch), [Baa3][●] (in the case of Moody’s) and [●] (in the case of Scope) or all Rating Agencies cease to assign (other than temporarily) a credit rating to the Issuer.

“Rating Agencies” means each of the rating agencies of Fitch Ratings (**“Fitch”**), Moody’s Investors Service (**“Moody’s”**), Standard & Poor’s, one of the rating agencies of S&P Global Inc., (**“Standard & Poor’s”**) or Scope Ratings AG (**“Scope”**) and their respective successors to their ratings business.]

In these Terms and Conditions, **“Business Day”** means a Payment Business Day as defined in § 4(4).

If Notes are subject to Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s), the following applies

- [(4) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

Call Redemption Date(s)	Call Redemption Amount(s)
[Call Redemption Date(s)]	[Call Redemption Amount(s)]
[●]	[●]
[●]	[●]

[If Notes are also subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph (6) of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;

If the Notes are subject to Early Redemption in case of minimal outstanding aggregate principal amount of the Notes, the following applies

- (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders; and
- (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

[(5) Early Redemption in case of minimal outstanding aggregate principal amount of the Notes.

If 80 % or more of the aggregate principal amount of the Notes then outstanding have been redeemed or purchased by the Issuer, the Issuer may, on not less than 30 or more than 60 days' notice to the Holders given in accordance with § 13, redeem at any time, at its option, the remaining Notes as a whole at the principal amount thereof plus interest accrued to the date of redemption.]

[If Notes are also subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph (6) of this § 5.]

If the Notes are subject to Early Redemption at the Option of a Holder at specified Put Redemption Amount(s), the following applies

- [(6) Early Redemption at the Option of a Holder.**
- (a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s)

Put Redemption Amount(s)

[Put Redemption Date(s)]

[Put Redemption Amount(s)]

[•]

[•]

[•]

[•]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.

- (b) In order to exercise such option, the Holder must, not less than 30 days nor more than 60 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in text format (*Textform*, e.g. email or fax) or in written form (“**Put Notice**”). In the event that the Put Notice is received after 5:00 p.m. Frankfurt time on the 30th day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised[,] [and] (ii) the securities identification numbers of such Notes, if any [**In the case the Global Note is kept in custody by CBF, the following applies:** and (iii) contact details as well as a bank account]. The Put Notice may be in the form available from the specified offices of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

§ 6

THE FISCAL AGENT AND THE PAYING AGENT

- (1) *Appointment; Specified Office.* The initial Fiscal Agent and the initial Paying Agent and their initial specified offices shall be:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
and Paying Agent:	Trust & Agency Services Taunusanlage 12 60325 Frankfurt am Main Federal Republic of Germany

The Fiscal Agent and the Paying Agent reserve the right at any time to change their specified offices to some other specified office in the same country.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent and to appoint another Fiscal Agent or additional or other Paying Agent. The Issuer shall at all times maintain [(i)] a Fiscal Agent [**in the case of payments in US dollars the following applies:** and (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City (so long as such payment is then permitted under United States Law without involving, in the opinion of the Issuer adverse consequences to the Issuer)]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days’ prior notice thereof shall have been given to the Holders in accordance with § 13. For the purposes of these Terms and Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the US Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

- (3) *Agent of the Issuer.* The Fiscal Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes by the Issuer shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the “**Additional Amounts**”) as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

- (1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that
 - (a) the Issuer fails to pay principal or interest or any other amounts due on the Notes within 30 days after the relevant due date, or
 - (b) the Issuer fails to duly perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or

- (c) (i) any present or future payment obligation of the Issuer in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity for reason of the occurrence of a default (howsoever defined), or (ii) any such payment obligation is not met when due or, as the case may be, within an applicable grace period, or (iii) any amounts due under any present or future guarantee or warranty by the Issuer for moneys borrowed or raised are not paid when due or, as the case may be, within an applicable grace period, provided that the relevant aggregate amount of the payment obligation, guarantee or warranty in respect of which one or more of the events mentioned above in this subsection (c) has or have occurred equals or exceeds EUR 125,000,000 or its equivalent in any other currency and such default continues for more than 30 days after the Issuer has received notice thereof from a Holder, such notice being substantially in the form as specified in subparagraph (3), provided however, that this subparagraph (1) (c) shall not apply, where the Issuer contests its relevant payment obligation in good faith, or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments generally, or
- (e) a competent court opens insolvency proceedings against the Issuer such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings or an application for the institution of such proceedings has been filed but rejected by the competent court for lack of assets, or
- (f) the Issuer enters into liquidation (except in connection with a merger or reorganisation or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer), or
- (g) the Issuer ceases to carry on all or substantially all of its current business or operations, except as a result of or in connection with a Permitted Reorganisation. For the purpose of the foregoing a “**Permitted Reorganisation**” means a merger, consolidation, reorganisation or other form of combination, whereupon:
 - (i) the obligations of the Issuer under the Notes will be assumed by a succeeding company to which all rights and assets of the Issuer shall be transferred together with an equal portion of the assumed obligations, and
 - (ii) such succeeding company shall not assume any other obligation or liability without at the same time assuming other rights and assets proportionate thereto and in the same manner as mentioned in (i) above, and
 - (iii) the Permitted Reorganisation has no material adverse effect on the Holders or an essential part of them.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language to be sent to the

specified office of the Fiscal Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14(3)) or any other appropriate manner.

§ 10 SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the “**Substitute Debtor**”) provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the form of the senior guarantee of the Issuer in respect of unsubordinated Notes set out in the Agency Agreement and to the guarantee of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*;
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied; and
- (f) the Substitute Debtor is not a United States person as defined in the US Internal Revenue Code of 1986 as amended.

For purposes of this § 10, “**Affiliate**” shall mean any affiliated company (verbundenes Unternehmen) within the meaning of § 15 of the German Stock Corporation Act (Aktiengesetz).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

- (a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11
AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'
REPRESENTATIVE

- (1) *Amendment of the Terms and Conditions.* The Issuer may amend the Terms and Conditions with the consent of a majority resolution of the Holders pursuant to §§ 5 et seqq. of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen, “**SchVG**”), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) of the SchVG, by resolutions passed by such majority of the votes of the Holders as stated under § 11(2) below. A duly passed majority resolution will be binding upon all Holders.
- (2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 % of the voting rights participating in the vote (a “**Qualified Majority**”).
- (3) *Resolution of Holders.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with §§ 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 et seqq. of the SchVG.
- (a) The convening notice to a meeting may stipulate that attendance at the meeting and exercise of voting rights is subject to the Holders' registration. In this case, the registration must be received at the address stated in the convening notice no later than at the time, prior to the meeting, specified in the convening notice to a meeting. The convening notice to a meeting may stipulate that Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the custodian hereof in text form and by submission of a blocking instruction by the depositary bank stating that the relevant Notes are not transferable from (and including) the day such registration has been sent until (and including) the stated end of the meeting.
- (b) Together with casting their votes, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the custodian hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such vote has been cast until (and including) the day the voting period ends.
- (4) *Second Meeting.* If it is ascertained that no quorum exists for the meeting pursuant to § 11(3)(a) or the vote without a meeting pursuant to § 11(3)(b), in case of a meeting, the chairman (*Vorsitzender*) may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 of the SchVG or, in case of a vote without a meeting, the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in § 11(3)(a) shall apply mutatis mutandis to the Holders' registration for a second meeting.

(5) *Holders' Representative.*

If no Holders' Representative is designated in the Terms and Conditions, the following applies

[The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders' Representative is appointed in the Terms and Conditions, the following applies

[The common representative (the "**Holders' Representative**") shall be **[Holders' Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(6) *Notices.* Any notices concerning this § 11 shall be made exclusively pursuant to the provisions of the SchVG.

(7) *Application to Guarantee.* The provisions set out above applicable to the Notes shall apply mutatis mutandis to any guarantee granted pursuant to § 10(1)(d).

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

Stock
Exchange,

the following
applies

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of
Notes which
are unlisted,
the following
applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form to be sent together with an evidence of the Holder's entitlement in accordance with § 14 (3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings (“**Proceedings**”) arising out of or in connection with the Notes.

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15
LANGUAGE

If the Terms and Conditions are in the German language with an English language translation, the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Terms and Conditions are in the English language with a German language translation, the following applies

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Terms and Conditions are in the English language only, the following applies

[These Terms and Conditions are written in the English language only.]

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions, the following applies

[Eine deutsche Übersetzung der Anleihebedingungen wird bei der Deutsche Lufthansa Aktiengesellschaft, Venloer Str. 151-153, 50672 Köln, Bundesrepublik Deutschland zur kostenlosen Ausgabe bereitgehalten.]

OPTION II – Terms and Conditions that apply to Notes with floating interest rates

TERMS AND CONDITIONS ENGLISH LANGUAGE VERSION

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This Series of Notes (the “Notes”) of Deutsche Lufthansa Aktiengesellschaft (the “Issuer”) is being issued in [Specified Currency] (the “Specified Currency”) in the aggregate principal amount [In the case the global note is an NGN the following applies:; subject to § 1(4),] of [aggregate principal amount] (in words: [aggregate principal amount in words]) in the denomination of [Specified Denomination] (the “Specified Denomination”).
- (2) *Form.* The Notes are being issued in bearer form.
- (3) Temporary Global Note – Exchange.
- (a) The Notes are initially represented by a temporary global note (the “Temporary Global Note”) without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the “Permanent Global Note”) without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- (b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the “Exchange Date”) 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the Issuer or the Paying Agent on the Issuer’s behalf to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a US person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by US tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).
- (4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. “Clearing System” means [If more than one Clearing System the following applies: each of] the following: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Federal Republic of Germany, (“CBF”)] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, (“CBL”) and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium (“Euroclear”), CBL and Euroclear each an “ICSD” and together the “ICSDs”,] and any successor in such capacity.

**In the case of
Notes kept in
custody on**

[The Notes are issued in new global note (“NGN”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.

behalf of the ICSDs and the Global Note is an NGN, the following applies

The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by an ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is a CGN, the following applies

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2

STATUS, NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge.* The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a "**Security Interest**") over the whole or any part of its assets to secure any Capital Market Indebtedness (as defined below) other than Permitted Indebtedness (as defined below) without at the same time letting the Holders share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Issuer, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

For the purposes of this § 2, "**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) of the Issuer or any of the Issuer's subsidiaries in respect of borrowed money which is in the form

of, or represented by, bonds, notes or any similar securities which are or are intended to be quoted, listed or traded on any stock exchange or over-the-counter securities market.

“**Permitted Indebtedness**” means any Capital Market Indebtedness which is directly or indirectly secured by aircraft or aircraft equipment of the Issuer or any of the Issuer’s subsidiaries (e.g. by means of special purpose entities owning aircraft or aircraft equipment).

§ 3 INTEREST

(1) **Interest Payment Dates**

- (a) The Notes bear interest on their aggregate principal amount from (and including) **[Interest Commencement Date]** (the “**Interest Commencement Date**”) to but excluding the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to but excluding the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.

- (b) “**Interest Payment Date**” means

In the case of Specified Interest Payment Dates, the following applies

[each **[Specified Interest Payment Date(s)]**.]

In the case of Specified Interest Periods, the following applies

[each date which (except as otherwise provided in these Terms and Conditions) falls **[number]** [weeks] [months] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

- (c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

In the case of the Modified Following Business Day Convention, the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

In the case of the FRN Convention, the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls **[number]** months after the preceding applicable Interest Payment Date.]

In the case of the Following Business Day Convention, the following

[postponed to the next day which is a Business Day.]

applies

In the case of the Preceding Business Day Convention the following applies

[the immediately preceding Business Day.]

(d) In this § 3 “**Business Day**” means a day (other than a Saturday or a Sunday)

In the case the Specified Currency is not EUR, the following applies

[on which the Clearing System as well as commercial banks and foreign exchange markets settle payments in **[relevant financial centre(s)]**][.][and]]

In the case the Specified Currency is EUR, the following applies

[on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (“**TARGET**”) are open to effect payments.]

In the case the offered quotation for deposits in the Specified Currency is EURIBOR, the following applies

[(2) *Rate of Interest*. The rate of interest (the “**Rate of Interest**”) for each Interest Period (as defined below) will, except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) [[plus] [minus] the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a.m. (Brussels time) on the Interest Determination Date (as defined below).

The “**Reference Rate**” is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (EURIBOR).

“**Interest Period**” means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

“**Interest Determination Date**” means the second TARGET Business Day prior to the commencement of the relevant Interest Period. “**TARGET Business Day**” means a day on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (“**TARGET**”) are open to effect payments.

[“**Margin**” means [●] % *per annum*.]

“**Screen Page**” means Reuters screen page EURIBOR01 or any successor page.

If the Screen Page is not available or if no quotation for the Reference Rate appears as at such time and provided that no Rate Replacement Event pursuant to §3[(8)] has occurred,

the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the interbank market of the Euro-Zone at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations $[[plus] [minus] \text{ the Margin}]$, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the interbank market in the Euro-Zone, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks $[[plus] [minus] \text{ the Margin}]$.

“**Euro-Zone**” means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992), the Amsterdam Treaty of 2 October 1997 and the Treaty of Lisbon of 13 December 2007, as further amended from time to time.

“**representative amount**” means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, “**Reference Banks**” means four major banks in the interbank market in the Euro-Zone.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed $[[plus] [minus] \text{ the Margin (as defined above)}]$, all as determined by the Calculation Agent.]

In the case the offered quotation for deposits in the Specified Currency is LIBOR, the following applies

[(2) *Rate of Interest*. The rate of interest (the “**Rate of Interest**”) for each Interest Period (as defined below) will, except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) $[[plus] [minus] \text{ the Margin (as defined below)}]$. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a.m. (London time) on the Interest Determination Date (as defined below).

The “**Reference Rate**” is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (LIBOR).

“Interest Period” means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date to the following Interest Payment Date.

“Interest Determination Date” means the [first] [second] [relevant financial centre(s)] Business Day [prior to the commencement] of the relevant Interest Period. **“[relevant financial centre(s)] Business Day”** means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [relevant financial centre(s)].

“Margin” means [●] % *per annum*.]

“Screen Page” means Reuters screen page [LIBOR01][LIBOR02] or any successor page.

If the Screen Page is not available or no quotation for the Reference Rate appears as at such time and provided that no Rate Replacement Event pursuant to §3(8) has occurred, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the London interbank market at approximately 11.00 a.m. (London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations [[plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (London time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks [[plus] [minus] the Margin].

“representative amount” means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, **“Reference Banks”** means four major banks in the London interbank market.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed [[plus] [minus] the Margin (as defined above)], all as determined by the Calculation Agent.]

(3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the **“Interest Amount”**) payable on the Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of

Interest and the Day Count Fraction (as defined below) to the Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(4) *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and to the Holders in accordance with § 13 as soon as possible after their determination, but in no event later than the fourth [TARGET] [relevant financial centre(s)] Business Day (as defined below) thereafter and if required by the rules of any stock exchange on which the Notes are listed from time to time, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements may be made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are listed then and to the Holders in accordance with § 13.

(5) *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agent and the Holders.

(6) *Accrual of Interest.* If the Issuer fails to redeem the Notes when due, interest shall continue to accrue beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law.¹

(7) *Day Count Fraction.* “**Day Count Fraction**” means with regard to the calculation of interest on any Note for any period of time (the “**Calculation Period**”):

In the case of Actual/365 (Fixed), the following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of Actual/360, the following applies

[the actual number of days in the Calculation Period divided by 360.]

[(8)](a) *Rate Replacement.* If the Issuer determines (in consultation with the Calculation Agent) that a Rate Replacement Event has occurred on or prior to an Interest Determination Date, the Relevant Determining Party shall determine and inform the Issuer, if relevant, and the Calculation Agent of (i) the Replacement Rate, (ii) the Adjustment Spread, if any, and (iii) the Replacement Rate Adjustments (each as defined below in §3[(8)](b)(aa) to (cc) and (hh)) for purposes of determining the Rate of Interest for the Interest Period related to that Interest Determination Date and each Interest Period thereafter (subject to the subsequent occurrence of any further Rate Replacement Event). The Replacement Rate Adjustments shall be applied with effect from (and including) the relevant Interest Determination Date (including any amendment of such Interest Determination Date if so provided by the Replacement Rate Adjustments). The Rate of Interest shall then be the Replacement Rate

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch*, BGB).

(as defined below) adjusted by the Adjustment Spread, if any, [[plus] [minus] the Margin (as defined above)].

The Issuer shall notify the Holders pursuant to §13 as soon as practicable (*unverzüglich*) after such determination of the Replacement Rate, the Adjustment Spread, if any, and the Replacement Rate Adjustments.

(b) *Definitions.*

(aa) “**Rate Replacement Event**” means, with respect to the Reference Rate:

- (i) the occurrence of the date, as publicly announced by or, as the case may be, determineable based upon the public announcement of the administrator of the Reference Rate on which (x) the administrator will cease to publish the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate), or (y) the Reference Rate will permanently or indefinitely be discontinued; or
- (ii) the occurrence of the date, as publicly announced by the regulatory supervisor for the administrator of the Reference Rate, the central bank for the Specified Currency, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Reference Rate or a court (unappealable final decision) or an entity with similar insolvency or resolution authority over the administrator for the Reference Rate, on which the administrator of the Reference Rate has ceased or will cease to provide the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate); or
- (iii) the occurrence of the date, as publicly announced by or, as the case may be, determineable based upon the public announcement of the supervisor of the administrator of the Reference Rate, from which the Reference Rate is prohibited from being used; or
- (iv) the occurrence of the date, as publicly announced by or, as the case may be, determineable based upon the public announcement of the administrator of the Reference Rate, of a material change in the methodology of determining the Reference Rate; or
- (v) the publication of a notice by the Issuer pursuant to §13(1) that it has become unlawful for the Issuer, the Calculation Agent or any Paying Agent to calculate any Rate of Interest using the Reference Rate.

(bb) “**Replacement Rate**” means a publicly available substitute, successor, alternative or other rate designed to be referenced by financial instruments or contracts, including the Notes, to determine an amount payable under such financial instruments or contracts, including, but not limited to, an amount of interest. In determining the Replacement Rate, the Relevant Guidance (as defined below) shall be taken into account.

(cc) “**Adjustment Spread**” means a spread (which may be positive or negative), or the formula or methodology for calculating a spread, which the Relevant Determining Party determines is required to be applied to the Replacement Rate to reduce or eliminate, to the extent reasonably

practicable, any transfer of economic value between the Issuer and the Holders that would otherwise arise as a result of the replacement of the Reference Rate against the Replacement Rate (including, but not limited to, as a result of the Replacement Rate being a risk-free rate). In determining the Adjustment Spread, the Relevant Guidance (as defined below) shall be taken into account.

- (dd) **“Relevant Determining Party”** means
 - (i) The Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes; or
 - (ii) failing which, an Independent Advisor (as defined below), to be appointed by the Issuer at commercially reasonable terms, using reasonable endeavours, as its agent to make such determinations.
- (ee) **“Independent Advisor”** means an independent financial institution of international repute or any other independent advisor of recognised standing and with appropriate expertise.
- (ff) **“Relevant Guidance”** means (i) any legal or supervisory requirement applicable to the Issuer or the Notes or, if none, (ii) any applicable requirement, recommendation or guidance of a Relevant Nominating Body or, if none, (iii) any relevant recommendation or guidance by industry bodies (including by ISDA), or, if none, (iv) any relevant market practice.
- (gg) **“Relevant Nominating Body”** means
 - (i) the central bank for the Specified Currency, or any central bank or other supervisor which is responsible for supervising either the Replacement Rate or the administrator of the Replacement Rate; or
 - (ii) any working group or committee officially endorsed, sponsored or convened by or chaired or co-chaired by (w) the central bank for the Specified Currency, (x) any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate, (y) a group of the aforementioned central banks or other supervisors or (z) the Financial Stability Board or any part thereof.
- (hh) **“Replacement Rate Adjustments”** means such adjustments to the Terms and Conditions as are determined consequential to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction and any methodology or definition for obtaining or calculating the Replacement Rate). In determining any Replacement Rate Adjustments the Relevant Guidance shall be taken into account.
- (c) *Termination.* If a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined pursuant to §3[(8)](a) and (b), the Reference Rate in respect of the relevant Interest Determination Date shall be the Reference Rate determined for the last preceding Interest Period. The Issuer will inform the Calculation Agent accordingly. As a result, the Issuer may, upon not less than 15 days’ notice given to the Holders in accordance with §13, redeem all, and not only some of the Notes at any time up and until (but excluding) the

respective subsequent Interest Determination Date at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date.

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System. Payment of interest shall not be paid to an account within or mailed to an address within the United States.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1 (3) (b).

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, “**Payment Business Day**” means any day which is a Business Day as defined in § 3 (1)(d).

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in [**Redemption Month**] (the “**Maturity Date**”). The “**Final Redemption Amount**” in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Change of Control.* In the event that a Change of Control (as defined below) occurs [and within the Change of Control Period a Downgrade (as defined below) of the Issuer in respect of that Change of Control occurs] (an “**Early Redemption Event**”), the Issuer will:

- (a) immediately after becoming aware of the Early Redemption Event, publish this fact by way of a notice pursuant to § 13; and
- (b) determine and publish pursuant to § 13 the effective date for the purposes of this subparagraph (the “**Effective Date**”). The effective Date must be a Business Day (as defined below) not less than 60 and not more than 90 days after publication of the notice regarding the Early Redemption Event pursuant to subparagraph (3) (a).

If the Issuer has published a notice regarding an Early Redemption Event pursuant to subparagraph (3) (a), any Holder may, at its option, by submitting a redemption notice (the “Early Redemption Notice”), demand from the Issuer redemption as of the Effective Date of any or all of its Notes which are or were not otherwise declared due for early redemption, at their principal amount, plus interest accrued on their principal amount until (but excluding) the Effective Date. Each Early Redemption Notice must be received by the Fiscal Agent not less than 10 days prior to the Effective Date.

Any Early Redemption Notice shall be made by means of a notice in text format (*Textform*, e.g. email or fax) or in written form to be sent to the Fiscal Agent together with evidence by means of a certificate of the Holder's depository bank that such Holder at the time of such written notice is the holder of the relevant Notes. Early Redemption Notices shall be irrevocable.

A “**Change of Control**” occurs if any person or group, acting in concert, gains Control of the Issuer.

“**Control**” means (i) any direct or indirect legal or beneficial ownership or any direct or indirect legal or beneficial entitlement (as more fully described in § 22 of the German Securities Trading Act (*Wertpapierhandelsgesetz*)) of, in the aggregate, more than 50% of the ordinary shares of the Issuer or any other ability to control the affairs of the Issuer as described in § 17 of the German Stock Corporation Act (*Aktiengesetz*), or (ii) in the

event of a tender offer for shares of the Issuer, circumstances where (A) the shares already in the control of the offeror and the shares with respect to which the offer has been accepted carry in aggregate more than 50% of the voting rights in the Issuer and (B) at the same time the offer has become unconditional, or (iii) the disposal or transfer by the Issuer of all or substantially all of its assets to another person or other persons.

“Change of Control Period” means the period commencing on the date that is the earlier of (1) the date of the first public announcement of a Change of Control; and (2) the date of the earliest Potential Change of Control Announcement and ending 90 days after the Change of Control.

“Potential Change of Control Announcement” means any public announcement or statement by the Issuer or any actual or potential bidder relating to any potential Change of Control where within 180 days of the date of such announcement or statement, a Change of Control occurs.

[A **“Downgrade”** occurs if the solicited credit ratings assigned to the Issuer’s long-term unsecured debt cumulative fall below [BBB-][●] (in the case of Standard & Poor’s and Fitch), [Baa3][●] (in the case of Moody’s) and [●] (in the case of Scope) or all Rating Agencies cease to assign (other than temporarily) a credit rating to the Issuer.

“Rating Agencies” means each of the rating agencies of Fitch Ratings (**“Fitch”**), Moody’s Investors Service (**“Moody’s”**), Standard & Poor’s, one of the rating agencies of S&P Global Inc., (**“S&P”**) or Scope Ratings AG (**“Scope”**) and their respective successors to their ratings business.]

In these Terms and Conditions, **“Business Day”** means a Business Day as defined In § 3 (1)(d).

In the case of Notes not denominated in EUR, the following applies

[a day which is a day (other than a Saturday or a Sunday) on which commercial banks payments in [relevant financial centre(s)] are generally open for business in, and foreign exchange markets settle payments in [relevant financial centre(s)]] [.][and]

In the case the Clearing System and TARGET shall be open, the following applies

[a day on which the Clearing System as well as all relevant parts of the TARGET are operational to effect the relevant payment].

If Notes are subject to Early Redemption at the Option of the Issuer at Final Redemption Amount, the following applies

- [(4) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Interest Payment Date following [number] years after the Interest Commencement Date and on each Interest Payment Date thereafter (each a “**Call Redemption Date**”) at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.
 - (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
 - (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders
 - (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System.] **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption in case of minimal outstanding aggregate principal amount of the Notes, the following applies

- [(5) *Early Redemption in case of minimal outstanding aggregate principal amount of the Notes.*
- If 80 % or more of the aggregate principal amount of the Notes then outstanding have been redeemed or purchased by the Issuer, the Issuer may, on not less than 30 or more than 60 days' notice to the Holders given in accordance with § 13, redeem at any time, at its option, the remaining Notes as a whole at the principal amount thereof plus interest accrued to the date of redemption.]

§ 6

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT

- (1) *Appointment; Specified Office.* The initial Fiscal Agent, the initial Paying Agent and the initial Calculation Agent and their initial specified offices shall be:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
and Paying Agent:	Trust & Agency Services Taunusanlage 12 60325 Frankfurt am Main

Federal Republic of Germany

Calculation Agent: **[name and specified office]**

The Fiscal Agent, the Paying Agent and the Calculation Agent reserve the right at any time to change their specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agent or another Calculation Agent. The Issuer shall at all times maintain [(i)] a Fiscal Agent **[in the case of payments in US dollars the following applies:]**, (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City (so long as such payment is then permitted under United States Law without involving, in the opinion of the Issuer adverse consequences to the Issuer] and [(iii)] a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For the purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the US Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

**§ 7
TAXATION**

All amounts payable in respect of the Notes by the Issuer shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic

- of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

- (1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that
- (a) the Issuer fails to pay principal or interest or any other amounts due on the Notes within 30 days after the relevant due date, or
- (b) the Issuer fails to duly perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) (i) any present or future payment obligation of the Issuer in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity for reason of the occurrence of a default (howsoever defined), or (ii) any such payment obligation is not met when due or, as the case may be, within an applicable grace period, or (iii) any amounts due under any present or future guarantee or warranty by the Issuer for moneys borrowed or raised are not paid when due or, as the case may be, within an applicable grace period, provided that the relevant aggregate amount of the payment obligation, guarantee or warranty in respect of which one or more of the events mentioned above in this subsection (c) has or have occurred equals or exceeds EUR 125,000,000 or its equivalent in any other currency and such default continues for more than 30 days after the Issuer has received notice thereof from a Holder, such notice being substantially in the form as specified in subparagraph (3), provided however, that this subparagraph (1) (c) shall not apply, where the Issuer contests its relevant payment obligation in good faith, or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments generally, or
- (e) a competent court opens insolvency proceedings against the Issuer such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings or an application for the institution of such proceedings has been filed but rejected by the competent court for lack of assets, or
- (f) the Issuer enters into liquidation (except in connection with a merger or reorganisation or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer), or

- (g) the Issuer ceases to carry on all or substantially all of its current business or operations, except as a result of or in connection with a Permitted Reorganisation. For the purpose of the foregoing a “**Permitted Reorganisation**” means a merger, consolidation, reorganisation or other form of combination, whereupon:
 - (i) the obligations of the Issuer under the Notes will be assumed by a succeeding company to which all rights and assets of the Issuer shall be transferred together with an equal portion of the assumed obligations, and
 - (ii) such succeeding company shall not assume any other obligation or liability without at the same time assuming other rights and assets proportionate thereto and in the same manner as mentioned in (i) above, and
 - (iii) the Permitted Reorganisation has no material adverse effect on the Holders or an essential part of them.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language to be sent to the specified office of the Fiscal Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14(3)) or any other appropriate manner.

§ 10 SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the “**Substitute Debtor**”) provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the form of the senior guarantee of the Issuer in respect of unsubordinated Notes set out in the

Agency Agreement and to the guarantee of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*;

- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied; and
- (f) the Substitute Debtor is not a United States person as defined in the US Internal Revenue Code of 1986 as amended.

For purposes of this § 10, “**Affiliate**” shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

- (a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS’ REPRESENTATIVE

(1) *Amendment of the Terms and Conditions.* The Issuer may amend the Terms and Conditions with the consent of a majority resolution of the Holders pursuant to §§ 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen, “SchVG”*), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) of the SchVG, by resolutions passed by such majority of the votes of the Holders as stated under § 11(2) below. A duly passed majority resolution will be binding upon all Holders.

(2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 % of the voting rights participating in the vote (a “**Qualified Majority**”).

(3) *Resolution of Holders.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with §§ 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 et seqq. of the SchVG.

(a) The convening notice to a meeting may stipulate that attendance at the meeting and exercise of voting rights is subject to the Holders' registration. In this case, the registration must be received at the address stated in the convening notice no later than at the time, prior to the meeting, specified in the convening notice to a meeting. The convening notice to a meeting may stipulate that Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the custodian hereof in text form and by submission of a blocking instruction by the depositary bank stating that the relevant Notes are not transferable from (and including) the day such registration has been sent until (and including) the stated end of the meeting.

(b) Together with casting their votes, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the custodian hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such vote has been cast until (and including) the day the voting period ends.

(4) *Second Meeting.* If it is ascertained that no quorum exists for the meeting pursuant to § 11(3)(a) or the vote without a meeting pursuant to § 11(3)(b), in case of a meeting, the chairman (*Vorsitzender*) may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 of the SchVG or, in case of a vote without a meeting, the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in § 11(3)(a) shall apply mutatis mutandis to the Holders' registration for a second meeting.

(5) Holders' Representative.

If no Holders' Representative is designated in the Terms and Conditions, the following applies

[The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders' Representative is appointed in the Terms and Conditions, the following applies

[The common representative (the "**Holders' Representative**") shall be [**Holders' Representative**]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(6) *Notices.* Any notices concerning this § 11 shall be made exclusively pursuant to the provisions of the SchVG.

(7) *Application to Guarantee.* The provisions set out above applicable to the Notes shall apply mutatis mutandis to any guarantee granted pursuant to § 10(1)(d).

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg

Stock Exchange, the following applies

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted, the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form to be sent together with an evidence of the Holder's entitlement in accordance with § 14 (3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14
APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings (“**Proceedings**”) arising out of or in connection with the Notes.
- (3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15
LANGUAGE

If the Terms and Conditions are in the German language with an English language translation, the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Terms and Conditions are in the English language with a German language translation, the following applies

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Terms and Conditions are in the English language only, the following

[These Terms and Conditions are written in the English language only.]

applies

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions, the following applies

[Eine deutsche Übersetzung der Anleihebedingungen wird bei der Deutsche Lufthansa Aktiengesellschaft, Venloer Str. 151-153, 50672 Köln, Bundesrepublik Deutschland zur kostenlosen Ausgabe bereitgehalten.]

TERMS AND CONDITIONS OF THE NOTES GERMAN LANGUAGE VERSION

Einführung

Die Anleihebedingungen für die Schuldverschreibungen (die “Anleihebedingungen”) sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder links von dem Satz der Anleihebedingungen oder in eckigen Klammern innerhalb des Satzes der Anleihebedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung des Basisprospektes keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Basisprospekt Leerstellen in eckigen Klammern, die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

Im Fall, dass die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz der Anleihebedingungen der Option I oder Option II enthalten sind, ist Folgendes anwendbar

[Die Bestimmungen dieser Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die “**Endgültigen Bedingungen**”) vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung

**ANLEIHEBEDINGUNGEN
DEUTSCHE FASSUNG**

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die **“Schuldverschreibungen”**) der Deutsche Lufthansa Aktiengesellschaft (die **“Emittentin”**) wird in **[festgelegte Währung]** (die **“festgelegte Währung”**) im Gesamtnennbetrag **[Falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))]** von **[Gesamtnennbetrag]** (in Worten: **[Gesamtnennbetrag in Worten]**) in einer Stückelung von **[festgelegte Stückelung]** (die **“festgelegte Stückelung”**) begeben.
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch.*
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die **“vorläufige Globalurkunde”**) ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die **“Dauerglobalurkunde”**) ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der **“Austauschtag”**) gegen die Dauerglobalurkunde austauschbar, der nicht mehr als 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß US-Steuerrecht erfolgen an den Emittenten oder die Zahlstelle für den Emittenten, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.
- (4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. **“Clearing System”** bedeutet **[Bei mehr als einem Clearing System ist Folgendes anwendbar: jeweils]** Folgendes: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland (**“CBF”**)] [Clearstream Banking S.A., 42 Avenue JF

Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg (“**CBL**”) und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien (“**Euroclear**”); CBL und Euroclear jeweils ein “**ICSD**” und zusammen die “**ICSDs**”] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im

Namen der ICSDs verwahrt werden und falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer New Global Note (“**NGN**”) ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine CGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer Classical Global Note (“**CGN**”) ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen.* “**Gläubiger**” bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

§ 2 STATUS, NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder dingliche Sicherheiten oder sonstige Sicherungsrechte (jedes ein Sicherungsrecht) in Bezug auf ihr gesamtes Vermögen oder Teile davon zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) außer Genehmigten Verbindlichkeiten (wie nachstehend definiert) zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Für Zwecke dieses § 2 bedeutet **“Kapitalmarktverbindlichkeit”** jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) der Emittentin oder einer ihrer Tochtergesellschaften bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, soweit sie an einer Börse oder im Freiverkehr notiert sind oder gehandelt werden oder deren Notierung oder Handel dort beabsichtigt ist.

“Genehmigte Verbindlichkeit” bezeichnet jede Kapitalmarktverbindlichkeit, die durch Flugzeuge oder Flugzeugausrüstungen der Emittentin oder einer ihrer Tochtergesellschaften direkt oder indirekt (z.B. gemittelt durch Zweckgesellschaften, welche Eigentümer der Flugzeuge oder Flugzeugausrüstung sind) besichert ist/wird.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar vom **[Verzinsungsbeginn]** (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich **[Zinssatz]**%. Die Zinsen sind **[halb][jährlich]** nachträglich am **[Festzinstermine]** eines jeden Jahres zahlbar (jeweils ein **“Zinszahlungstag”**). Die erste Zinszahlung erfolgt am **[ersten Zinszahlungstag]** **[Sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist Folgendes anwendbar: und beläuft sich auf [anfänglicher Bruchteilzinsbetrag je festgelegte Stückelung]]. [Sofern der Fälligkeitstag kein Festzinsternin ist, ist Folgendes anwendbar: Die Zinsen für den Zeitraum vom [letzter dem Fälligkeitstag vorausgehender Festzinsternin] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließender Bruchteilzinsbetrag je festgelegte Stückelung].]**

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.¹

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) Zinstagequotient. “**Zinstagequotient**” bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der “**Zinsberechnungszeitraum**”):

Im Fall von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich des Falls von kurzen oder langen Kupons) ist Folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

Im Fall von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (einschließlich des Falls von kurzen Kupons) ist Folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

Im Fall von Actual/Actual (ICMA Regelung 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich des Falls von kurzen Kupons) innerhalb eines Zinsjahres ist Folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (x) der Anzahl der Tage in der Bezugsperiode in die der Zinsberechnungszeitraum fällt und (y) der Anzahl von Zinszahlungstage, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.]

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

Im Fall von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon) ist Folgendes anwendbar

[die Summe aus:

- (a) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und
- (b) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

Folgendes für alle Optionen von Actual/Actual (ICMA Regelung 251) anwendbar außer der Option Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons)

["Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der **[Fiktiver Zinszahlungstag]** als Zinszahlungstag.] **[Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten der **[Fiktive[r] Zinszahlungstag[e]]** als Zinszahlungstage].]

Im Fall von 30/360, 360/360 oder Bond Basis ist Folgendes anwendbar

[die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

Im Fall von 30E/360 oder Eurobond Basis ist Folgendes

[die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30

anwendbar

Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

§ 4 ZAHLUNGEN

- (1)(a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems. Zinsen dürfen nicht auf ein Konto oder an eine Adresse innerhalb der Vereinigten Staaten gezahlt werden.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3 (b).

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des US Internal Revenue Code von 1986 (der “**Code**”) beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet “**Zahltag**” einen Tag (außer einem Samstag oder Sonntag),

Im Fall, dass die festgelegte Währung nicht EUR ist, ist Folgendes anwendbar

[an dem das Clearing System sowie Geschäftsbanken und Devisenmärkte Zahlungen in [relevante(s) Finanzzentrum(en)] abwickeln[.] [und]]

Im Fall, dass die festgelegte Währung EUR ist, ist Folgendes anwendbar

[an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (“**TARGET**”) betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen;] **[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag]** (der **“Fälligkeitstag”**) zurückgezahlt. Der **“Rückzahlungsbetrag”** in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn in dem Zeitpunkt, zu dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende

Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

(3) *Kontrollwechsel*. Für den Fall, dass ein Kontrollwechsel (wie nachstehend definiert) stattfindet [und innerhalb des Kontrollwechselzeitraums eine Ratingherabstufung (wie nachstehend definiert) der Emittentin aufgrund des Kontrollwechsels erfolgt] (ein **“vorzeitiger Rückzahlungsgrund”**), wird die Emittentin:

- (a) unmittelbar nachdem sie von dem vorzeitigen Rückzahlungsgrund Kenntnis erlangt hat, dies gemäß § 13 unverzüglich bekannt machen, und
- (b) einen Zeitpunkt für die Zwecke dieses Absatzes (der **“Stichtag”**) bestimmen und diesen gemäß § 13 bekannt machen. Der Stichtag muss ein Geschäftstag sein und darf nicht weniger als 60 und nicht mehr als 90 Tage nach der gemäß von Absatz (3) (a) erfolgten Bekanntmachung des vorzeitigen Rückzahlungsgrundes liegen.

Falls die Emittentin eine Mitteilung über einen vorzeitigen Rückzahlungsgrund gemäß Absatz (3) (a) macht, kann jeder Gläubiger durch Rückzahlungsverlangen (das **“vorzeitige Rückzahlungsverlangen”**) zum Stichtag die Rückzahlung seiner Schuldverschreibungen, deren vorzeitige Rückzahlung nicht bereits auf andere Weise erklärt worden ist, ganz oder teilweise, zu deren Nennbetrag einschließlich Zinsen bis zum Stichtag (ausschließlich) verlangen. Jedes vorzeitige Rückzahlungsverlangen muss dem Fiscal Agent nicht weniger als 10 Tage vor dem Stichtag zugehen.

Das vorzeitige Rückzahlungsverlangen ist durch Erklärung in Textform (zB. E-Mail oder Fax) oder in schriftlicher Form an den Fiscal Agent zu schicken, zusammen mit dem Nachweis durch eine Bescheinigung der Depotbank des Gläubigers, dass er im Zeitpunkt der Kündigung Inhaber der betreffenden Schuldverschreibung ist. Ein vorzeitiges Rückzahlungsverlangen ist unwiderruflich.

Ein **“Kontrollwechsel”** tritt ein, wenn eine Person oder mehrere Personen, die gemeinsam handeln, die Kontrolle über die Emittentin erlangen.

“Kontrolle” bezeichnet (i) das unmittelbare oder mittelbare rechtliche oder wirtschaftliche Eigentum in jedweder Form bzw. die unmittelbare oder mittelbare rechtliche oder wirtschaftliche Verfügungsbefugnis in jedweder Form (wie in § 22 des Wertpapierhandelsgesetzes ausführlich beschrieben) an insgesamt mehr als 50% der stimmberechtigten Aktien der Emittentin oder jede andere Möglichkeit oder die Fähigkeit nach § 17 Aktiengesetz, in anderer Weise die Angelegenheiten der Emittentin zu bestimmen, oder (ii) im Falle eines Übernahmeangebotes für Aktien der Emittentin, Umstände, in denen (A) die Aktien, die sich bereits in der Kontrolle des Bieters befinden, und die Aktien für die bereits das Angebot angenommen wurde, zusammen mehr als 50 % der Stimmrechte der Emittentin gewähren und (B) zur gleichen Zeit das Angebot unbedingt geworden ist, oder (iii) der Verkauf oder die Übertragung durch die Emittentin aller oder im Wesentlichen aller ihrer Vermögenswerte an bzw. auf eine andere Person oder Personen.

“Kontrollwechselzeitraum” bezeichnet den Zeitraum beginnend am früheren Termin von (1) der ersten öffentlichen Bekanntmachung eines Kontrollwechsels, und (2) dem Tag der Ankündigung eines möglichen Kontrollwechsels und endend 90 Tage nach dem Kontrollwechsel.

“Ankündigung eines möglichen Kontrollwechsels” bedeutet die öffentliche Ankündigung eines möglichen Kontrollwechsels oder eine Stellungnahme der Emittentin oder eines aktuellen oder möglichen Bieters in Bezug auf einen

Kontrollwechsel, woraufhin innerhalb von 180 Tagen seit dieser Ankündigung oder Stellungnahme ein Kontrollwechsel stattfindet.

[Eine “**Ratingherabstufung**” tritt ein, wenn die angeforderten Credit Ratings in Bezug auf langfristige unbesicherte Finanzverbindlichkeiten der Emittentin kumulativ unter [BBB-][●] (im Fall von Standard & Poor’s und Fitch), [Baa3][●] (im Fall von Moody’s) und [●] (im Fall von Scope) fallen oder alle Ratingagenturen die Abgabe eines Credit Ratings gegenüber der Emittentin (nicht nur vorübergehend) einstellen.

“**Ratingagenturen**” bezeichnet jede Ratingagentur von Fitch Ratings (“**Fitch**”), Moody’s Investors Service, (“**Moody’s**”), Standard & Poor’s, eine der Ratingagenturen der S&P Global Inc., (“**S&P**”) oder Scope Ratings AG (“**Scope**”) sowie ihre jeweiligen Rechtsnachfolger im Hinblick auf ihr Ratinggeschäft.]

In diesen Anleihebedingungen bezeichnet “**Geschäftstag**” einen Tag wie in § 4 Absatz (4) definiert.

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegtem/n Wahlrückzahlungsbetrag/-beträgen (Call) zurückzuzahlen, ist Folgendes anwendbar

[(4) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl-Rückzahlungstag(e) (Call)

Wahl-Rückzahlungsbetrag/beträge (Call)

[Wahl-Rückzahlungstag(e)]

[Wahl-Rückzahlungsbetrag/beträge]

[●]

[●]

[●]

[●]

[Falls auch der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz (6) dieses § 5 verlangt hat.]

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

(i) die zurückzuzahlende Serie von Schuldverschreibungen;

(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei geringem ausstehendem Gesamtnennbetrag zurückzuzahlen, ist Folgendes anwendbar

- (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
- (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.] **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

[(5) *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehenden Gesamtnennbetrag.*

Wenn 80 % oder mehr des ausstehenden Gesamtnennbetrags der Schuldverschreibungen zurückgezahlt oder von der Emittentin erworben wurden, kann die Emittentin nach ihrer Wahl, unter Einhaltung einer Kündigungsfrist gegenüber den Gläubigern von nicht weniger als 30 und nicht mehr als 60 Tagen gemäß § 13 die verbliebenen Schuldverschreibungen jederzeit insgesamt kündigen und zum Nennbetrag zuzüglich bis zu dem für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.]

[Falls auch der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz (6) dieses § 5 verlangt hat.]

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegtem/n Wahlrückzahlungsbetrag/-beträgen (Put) zu kündigen, ist Folgendes anwendbar

[(6) *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put)

Wahl-Rückzahlungsbetrag/beträge (Put)

[Wahl-Rückzahlungstag(e)]

[Wahl-Rückzahlungsbetrag/beträge]

[•]

[•]

[•]

[•]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.

- (b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als 30 Tage und nicht mehr als 60 Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle des Fiscal Agent eine Mitteilung in Textform (zB. E-Mail oder Fax) oder in schriftlicher Form zur vorzeitigen Rückzahlung (**“Ausübungserklärung”**) zu schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurter Zeit am 30. Tag vor dem Wahl-Rückzahlungstag (Put) Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben) [**Im Fall der Verwahrung der Globalurkunde durch CBF ist Folgendes anwendbar:** und (iii) Kontaktdaten sowie eine Kontoverbindung]. Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent und der Zahlstellen in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

§ 6

DER FISCAL AGENT UND DIE ZAHLSTELLE

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent und die anfänglich bestellte Zahlstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
und Zahlstelle:	Trust & Agency Services Taunusanlage 12 60325 Frankfurt am Main Bundesrepublik Deutschland

Der Fiscal Agent und die Zahlstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] einen Fiscal Agent unterhalten [**Im Fall von Zahlungen in US-Dollar ist Folgendes anwendbar:** und (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten (sofern Zahlungen dann nach dem Recht der Vereinigten Staaten zulässig sind, ohne dass dies nach Meinung des Emittenten nachteilige Konsequenzen für die Emittentin hätte)]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem

eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet **“Vereinigte Staaten”** die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der US Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent und die Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen von der Emittentin zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die **“zusätzlichen Beträge”**) zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

- (1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zahlbaren Beträge nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder
 - (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
 - (c) (i) wenn eine bestehende oder zukünftige Zahlungsverpflichtung der Emittentin im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme infolge einer Nichtleistung (unabhängig davon, wie eine solche definiert ist) vorzeitig fällig wird, oder (ii) wenn eine solche Zahlungsverpflichtung bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht erfüllt wird, oder (iii) wenn die Emittentin einen Betrag, der unter einer bestehenden oder zukünftigen Garantie oder Gewährleistung im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme, zur Zahlung fällig wird, bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht zahlt, vorausgesetzt, dass der Gesamtbetrag der betreffenden Zahlungsverpflichtungen, Garantien oder Gewährleistungen, bezüglich derer eines oder mehrere der in diesem Absatz (c) genannten Ereignisse eintritt, mindestens dem Betrag von EUR 125.000.000 oder dessen Gegenwert in einer anderen Währung entspricht oder diesen übersteigt und der jeweilige Kündigungsgrund nicht innerhalb von 30 Tagen, nachdem die Emittentin eine diesbezügliche Mitteilung durch den Gläubiger nach Maßgabe von Absatz (3) erhalten hat, behoben wird. Dieser Absatz (1) (c) ist jedoch nicht anwendbar, wenn die Emittentin ihre betreffenden Zahlungsverpflichtungen in gutem Glauben bestreitet; oder
 - (d) die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen allgemein einstellt; oder
 - (e) ein zuständiges Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder falls der Antrag auf Einleitung eines solchen Verfahrens gestellt aber von dem zuständigen Gericht mangels Masse abgelehnt wird; oder
 - (f) die Emittentin in Liquidation geht (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Reorganisation oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin übernimmt oder übernehmen); oder
 - (g) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, außer im Zusammenhang mit oder als Ergebnis einer erlaubten Reorganisation. Für diesen Zweck bezeichnet **“erlaubte Reorganisation”** die Verschmelzung, Konsolidierung, Reorganisation oder andere Form des Zusammenschlusses, wonach:

- (i) die Verpflichtungen der Emittentin aus den Schuldverschreibungen von einer Nachfolgesellschaft der Emittentin übernommen werden, auf welche alle Rechte und Vermögenswerte der Emittentin im Wesentlichen anteilig zu den übernommenen Verbindlichkeiten übergehen, und
- (ii) eine solche Nachfolgesellschaft keine anderen wesentlichen Verpflichtungen oder Verbindlichkeiten übernimmt, ohne dass andere Rechte und Vermögenswerte im annähernd gleichen Verhältnis wie vorstehend in (i) beschrieben auf sie übergehen, und
- (iii) die erlaubte Reorganisation auf die Gläubiger oder einen wesentlichen Teil von ihnen keine erheblich nachteiligen Auswirkungen hat.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist in Textform (zB. E-Mail oder Fax) oder schriftlich in deutscher oder englischer Sprache an den Fiscal Agent zusammen mit dem Nachweis durch ein Zertifikat der Depotbank (wie in § 14 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist, an dessen bezeichnete Geschäftsstelle zu schicken.

§ 10 ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;
- (d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des

Musters der erstrangigen Garantie der Emittentin hinsichtlich nicht nachrangiger Schuldverschreibungen, das im Agency Agreement enthalten ist, entsprechen und auf die die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden;

- (e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden; und
- (f) die Nachfolgeschuldnerin ist keine “*United States person*” wie im United States Revenue Code von 1986 in seiner jeweiligen Fassung definiert.

Für die Zwecke dieses § 10 bedeutet “**verbundenes Unternehmen**” ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

- (2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:
 - (a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
 - (b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ 11 ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

- (1) *Änderung der Anleihebedingungen.* Die Emittentin kann die Anleihebedingungen mit Zustimmung aufgrund Mehrheitsbeschlusses der Anleihegläubiger nach Maßgabe der §§ 5 ff. des deutschen Gesetzes über Schuldverschreibungen aus Gesamtemissionen (“**SchVG**”) in seiner jeweiligen gültigen Fassung ändern. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen, mit den in dem nachstehenden § 11(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger verbindlich.
- (2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine “**Qualifizierte Mehrheit**”).

(3) *Beschlüsse der Gläubiger.* Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.

- (a) Die Einberufung zur Gläubigerversammlung kann vorsehen, dass die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte von einer vorherigen Anmeldung der Anleihegläubiger abhängig ist. In diesem Fall muss die Anmeldung unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens zu dem in der Einberufung zur Gläubigerversammlung festgelegten Zeitpunkt vor der Gläubigerversammlung zugehen. Die Einberufung zur Gläubigerversammlung kann vorsehen, dass die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen müssen.
- (b) Zusammen mit der Stimmabgabe müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

(4) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß § 11(3)(a) oder die Abstimmung ohne Versammlung gemäß § 11(3)(b) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 11(3)(a) entsprechend.

(5) *Gemeinsamer Vertreter.*

**Falls kein
gemeinsamer
Vertreter in den
Anleihebe-
dingungen
bestellt wird, ist
Folgendes
anwendbar**

[Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

**Im Fall der
Bestellung des
gemeinsamen
Vertreters in den
Anleihebe-
dingungen, ist
Folgendes
anwendbar**

[Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die

Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(6) *Bekanntmachungen.* Bekanntmachungen betreffend diesen § 11 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(7) *Erstreckung auf Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Garantie gemäß § 10(1)(d).

§ 12

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 13

MITTEILUNGEN

**Im Fall von
Schuldver-
schreibungen, die
an der official list
der**

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

**Luxemburger
Börse notiert
werden, ist
Folgendes
anwendbar**

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der official list der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

**Im Fall von
Schuldver-
schreibungen, die
nicht an einer
Börse notiert**

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

sind,
Folgendes
anwendbar

ist

[(2)][(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (zB. E-Mail oder Fax) oder schriftlich erfolgen und mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz (3) an den Fiscal Agent geschickt werden. Eine solche Mitteilung kann von einem Gläubiger an den Fiscal Agent über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (**“Rechtsstreitigkeiten”**) ist das Landgericht Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet **“Depotbank”** jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15

SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

sind, ist Folgendes anwendbar

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung

ANLEIHEBEDINGUNGEN DEUTSCHE FASSUNG

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die **“Schuldverschreibungen”**) der Deutsche Lufthansa Aktiengesellschaft (die **“Emittentin”**) wird in **[festgelegte Währung]** (die **“festgelegte Währung”**) im Gesamtnennbetrag **[Falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))]** von **[Gesamtnennbetrag]** (in Worten: **[Gesamtnennbetrag in Worten]**) in einer Stückelung von **[festgelegte Stückelung]** (die **“festgelegte Stückelung”**) begeben.
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch.*
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die **“vorläufige Globalurkunde”**) ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die **“Dauerglobalurkunde”**) ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der **“Austauschtag”**) gegen die Dauerglobalurkunde austauschbar, der nicht mehr als 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß US-Steuerrecht erfolgen an den Emittenten oder die Zahlstelle für den Emittenten, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U. S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.
- (4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. **“Clearing System”** bedeutet **[Bei mehr als einem Clearing System ist Folgendes anwendbar: jeweils]** Folgendes: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland (**“CBF”**)] [Clearstream Banking S.A., 42 Avenue JF

Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg (“**CBL**”) und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien (“**Euroclear**”); CBL und Euroclear jeweils ein “**ICSD**” und zusammen die “**ICSDs**”] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im

[Die Schuldverschreibungen werden in Form einer New Global Note (“**NGN**”) ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Namen der ICSDs verwahrt werden und falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar

Der Gesamtnennbetrag der durch die Globalurkunde verbriefen Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbriefen Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbriefen Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbriefen Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbriefen Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbriefen Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine CGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer Classical Global Note (“**CGN**”) ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen.* “**Gläubiger**” bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

§ 2 STATUS, NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder dingliche Sicherheiten oder sonstige Sicherungsrechte (jedes ein Sicherungsrecht) in Bezug auf ihr gesamtes Vermögen oder Teile davon zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) außer Genehmigten Verbindlichkeiten (wie nachstehend definiert) zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Für Zwecke dieses § 2 bedeutet "**Kapitalmarktverbindlichkeit**" jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) der Emittentin oder einer ihrer Tochtergesellschaften bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, soweit sie an einer Börse oder im Freiverkehr notiert sind oder gehandelt werden oder deren Notierung oder Handel dort beabsichtigt ist.

"**Genehmigte Verbindlichkeit**" bezeichnet jede Kapitalmarktverbindlichkeit, die durch Flugzeuge oder Flugzeugausrüstungen der Emittentin oder einer ihrer Tochtergesellschaften direkt oder indirekt (z.B. gemittelt durch Zweckgesellschaften, welche Eigentümer der Flugzeuge oder Flugzeugausrüstung sind) besichert ist/wird.

§ 3 ZINSEN

[(1) Zinszahlungstage.

(a) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag ab dem **[Verzinsungsbeginn]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bedeutet

Im Fall von festgelegten Zinszahlungstagen Folgendes anwendbar	[jeder [festgelegte Zinszahlungstag(e)] .]
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Im Fall von festgelegten Zinsperioden ist Folgendes anwendbar

[(soweit diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Zahl]** [Wochen] [Monate] nach dem vorhergehenden Zinszahlungstag, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

- (c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

Im Fall der modifizierten folgender Geschäftstag-Konvention ist Folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

Im Fall der FRN-Konvention ist Folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl]** Monate nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

Im Fall der folgender Geschäftstag-Konvention ist Folgendes anwendbar

[auf den nachfolgenden Geschäftstag verschoben.]

Im Fall der vorhergegangener Geschäftstag-Konvention ist Folgendes anwendbar

[auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

- (d) In diesem § 3 bezeichnet **“Geschäftstag”** einen Tag (außer einem Samstag oder Sonntag),

Im Fall, dass die Festgelegte Währung nicht EUR ist, ist Folgendes anwendbar

[an dem das Clearing System sowie Geschäftsbanken und Devisenmärkte Zahlungen in **[relevante(s) Finanzzentrum(en)]** abwickeln[.][und]]

Im Fall, dass die Festgelegte Währung EUR ist, ist Folgendes anwendbar

[an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (**“TARGET”**) betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

Falls der
Angebotssatz für
Einlagen in der
festgelegten
Währung
EURIBOR ist, ist
Folgendes
anwendbar

[(2) *Zinssatz*. Der Zinssatz (der “**Zinssatz**”) für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachstehend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) [[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigte Satz.

“**Referenzsatz**” bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (EURIBOR).

“**Zinsperiode**” bezeichnet den Zeitraum von dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

“**Zinsfestlegungstag**” bezeichnet den zweiten TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. [“**TARGET-Geschäftstag**” bezeichnet einen Tag, an dem alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer Systems 2 (“**TARGET**”) offen sind, um Zahlungen abzuwickeln.]

[Die “**Marge**” beträgt [●]% *per annum*.]

“**Bildschirmseite**” bedeutet Reuters Bildschirmseite EURIBOR01 oder jede Nachfolgesseite.

Sollte zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder kein Angebotssatz für den Referenzsatz angezeigt werden und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß §3[(8)] eingetreten ist, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken Interbanken-Markt um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent aufgerundet, wobei 0,0005] aufgerundet wird) dieser Angebotssätze [[zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Interbanken-Markt in der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten [zuzüglich] [abzüglich] der Marge].

“**Euro-Zone**” bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992), den Amsterdamer Vertrag vom 2. Oktober 1997 und den Vertrag von Lissabon vom 13. Dezember 2007, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]

“**repräsentativer Betrag**” bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

“**Referenzbanken**” bezeichnet vier Großbanken im Interbanken-Markt in der Euro-Zone.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

Falls der Angebotssatz für Einlagen in der festgelegten Währung LIBOR ist, ist Folgendes anwendbar

[(2) *Zinssatz*. Der Zinssatz (der “**Zinssatz**”) für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachstehend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) [[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Londoner Ortszeit) angezeigte Satz.

“**Referenzsatz**” bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (LIBOR).

“**Zinsperiode**” bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

“**Zinsfestlegungstag**” bezeichnet den [ersten] [zweiten] [**relevante(s) Finanzzentrum(en)**] Geschäftstag [vor Beginn] der jeweiligen Zinsperiode. “[**relevante(s) Finanzzentrum(en)**] **Geschäftstag**” bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [**relevante(s) Finanzzentrum(en)**] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[Die “**Marge**” beträgt [●] % *per annum*.]

“**Bildschirmseite**” bedeutet Reuters Bildschirmseite [LIBOR01][LIBOR02] oder die jeweilige Nachfolgeside.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz für den Referenzsatz angezeigt und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß §3[(8)] eingetreten ist, wird die Berechnungsstelle

von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze [[zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbanken-Markt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten [[zuzüglich] [abzüglich] der Marge].

“**repräsentativer Betrag**” bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

“**Referenzbanken**” bezeichnet vier Großbanken im Londoner Interbanken-Markt.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

(3) *Zinsbetrag*. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf jede festgelegte Stückelung (der “**Zinsbetrag**”) für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf jede festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

(4) *Mitteilung von Zinssatz und Zinsbetrag*. Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin sowie den Gläubigern gemäß § 13 baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden [TARGET] **[relevante(s) Finanzzentrum(en)]** Geschäftstag (wie unten definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach der Bestimmung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich geändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird

umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, sowie den Gläubigern gemäß § 13 mitgeteilt.

(5) *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstelle und die Gläubiger bindend.

(6) *Auflaufende Zinsen.* Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht am Fälligkeitstag, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen. Der jeweils geltende Zinssatz ist der gesetzlich festgelegte Satz für Verzugszinsen.¹

(7) *Zinstagequotient.* “**Zinstagequotient**” bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der “**Zinsberechnungszeitraum**”):

Im Falle von	ist	[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]
Actual/365		
(Fixed)		
Folgendes		
anwendbar		

Im Falle von	ist	[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]
Actual/360		
Folgendes		
anwendbar		

[(8)] (a) *Ersatzrate.* Stellt die Emittentin (in Abstimmung mit der Berechnungsstelle) fest, dass vor oder an einem Zinsfestlegungstag ein Ersatzrate-Ereignis eingetreten ist, wird die Jeweilige Festlegende Stelle (i) die Ersatzrate, (ii) die etwaige Anpassungsspanne und (iii) die Ersatzrate-Anpassungen (wie jeweils in §3[(8)](b)(aa) bis (cc) und (hh) definiert) zur Bestimmung des Zinssatzes für die auf den Zinsfestlegungstag bezogene Zinsperiode und jede nachfolgende Zinsperiode (vorbehaltlich des nachfolgenden Eintretens etwaiger weiterer Ersatzrate-Ereignisse) festlegen und die Emittentin, sofern relevant, und die Berechnungsstelle darüber informieren. Die Ersatzrate-Anpassungen werden mit Wirkung einschließlich ab dem relevanten Zinsfestlegungstag (einschließlich einer etwaigen Änderung dieses Zinsfestlegungstags, falls die Ersatzrate-Anpassungen dies so bestimmen) angewendet. Der Zinssatz ist dann die Ersatzrate (wie nachfolgend definiert) angepasst durch die etwaige Anpassungsspanne [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)].

Die Emittentin wird den Gläubigern die Ersatzrate, die etwaige Anpassungsspanne und die Ersatzrate-Anpassungen unverzüglich nach einer solchen Festlegung gemäß §13 mitteilen.

(b) *Definitionen.*

(aa) “**Ersatzrate-Ereignis**” bezeichnet in Bezug auf den Referenzsatz eines der nachfolgenden Ereignisse:

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

- (i) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, an dem (x) der Administrator die Veröffentlichung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird), oder (y) der Referenzsatz dauerhaft oder auf unbestimmte Zeit eingestellt wird; oder
 - (ii) der Eintritt des durch die Aufsichtsbehörde des Administrators des Referenzsatzes, die Zentralbank für die festgelegte Währung, einen Insolvenzbeauftragten mit Zuständigkeit über den Administrator des Referenzsatzes, die Abwicklungsbehörde mit Zuständigkeit über den Administrator des Referenzsatzes, ein Gericht (rechtskräftige Entscheidung) oder eine Organisation mit ähnlicher insolvenz- oder abwicklungsrechtlicher Hoheit über den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages, an dem der Administrator des Referenzsatzes die Bereitstellung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet hat oder beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird); oder
 - (iii) der Eintritt des durch die Aufsichtsbehörde des Administrators des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, von dem an die Nutzung des Referenzsatzes allgemein verboten ist; oder
 - (iv) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages einer materiellen Änderung der Methode mittels derer der Referenzsatz festgelegt wird; oder
 - (v) die Veröffentlichung einer Mitteilung durch die Emittentin gemäß § 13(1), dass die Verwendung des Referenzsatzes zur Berechnung des Zinssatzes für die Emittentin, die Berechnungsstelle oder eine Zahlstelle rechtswidrig geworden ist.
- (bb) **“Ersatzrate”** bezeichnet eine öffentlich verfügbare Austausch-, Nachfolge-, Alternativ- oder andere Rate, welche entwickelt wurde, um durch Finanzinstrumente oder –kontrakte, einschließlich der Schuldverschreibungen, in Bezug genommen zu werden, um einen unter solchen Finanzinstrumenten oder –kontrakten zahlbaren Betrag zu bestimmen, einschließlich aber nicht ausschließlich eines Zinsbetrages. Bei der Festlegung der Ersatzrate sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.
- (cc) **“Anpassungsspanne”** bezeichnet die Differenz (positiv oder negativ) oder eine Formel oder Methode zur Bestimmung einer solchen Differenz, welche nach Festlegung der Jeweiligen Festlegenden Stelle auf die Ersatzrate anzuwenden ist, um eine Verlagerung des wirtschaftlichen Wertes zwischen der Emittentin und den Gläubigern, die ohne diese Anpassung infolge der Ersetzung des Referenzsatzes durch die Ersatzrate entstehen würde (einschließlich aber nicht

ausschließlich infolgedessen, dass die Ersatzrate eine risikofreie Rate ist), soweit sinnvollerweise möglich, zu reduzieren oder auszuschließen. Bei der Festlegung der Anpassungsspanne sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.

- (dd) **“Jeweilige Festlegende Stelle”** bezeichnet
 - (i) die Emittentin, wenn die Ersatzrate ihrer Meinung nach offensichtlich ist und als solches ohne vernünftigen Zweifel durch einen Investor, der hinsichtlich der jeweiligen Art von Schuldverschreibungen, wie beispielsweise diese Schuldverschreibungen, sachkundig ist, bestimmbar ist; oder
 - (ii) andernfalls ein Unabhängiger Berater (wie nachfolgend definiert), der von der Emittentin zu wirtschaftlich angemessenen Bedingungen unter zumutbaren Bemühungen als ihr Beauftragter für die Vornahme dieser Festlegungen ernannt wird.
- (ee) **“Unabhängiger Berater”** bezeichnet ein unabhängiges, international angesehenes Finanzinstitut oder einen anderen unabhängigen Finanzberater mit anerkanntem Ruf und angemessener Fachkenntnis.
- (ff) **“Relevante Leitlinien”** bezeichnet (i) jede auf die Emittentin oder die Schuldverschreibungen anwendbare gesetzliche oder aufsichtsrechtliche Anforderung, oder, wenn es keine gibt, (ii) jede anwendbare Anforderung, Empfehlung oder Leitlinie der Relevanten Nominierungsstelle oder, wenn es keine gibt, (iii) jede relevante Empfehlung oder Leitlinie von Branchenvereinigungen (einschließlich ISDA), oder wenn es keine gibt, (iv) jede relevante Marktpraxis.
- (gg) **“Relevante Nominierungsstelle”** bezeichnet
 - (i) die Zentralbank für die festgelegte Währung oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist; oder
 - (ii) jede Arbeitsgruppe oder jeder Ausschuss, befürwortet, unterstützt oder einberufen durch oder unter dem Vorsitz von bzw. mitgeleitet durch (w) die Zentralbank für die festgelegte Währung, (x) eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist, (y) einer Gruppe der zuvor genannten Zentralbanken oder anderen Aufsichtsbehörden oder (z) den Finanzstabilitätsrat (Financial Stability Board) oder einem Teil davon.
- (hh) **“Ersatzrate-Anpassungen”** bezeichnet solche Anpassungen der Anleihebedingungen, die als folgerichtig festgelegt werden, um die Funktion der Ersatzrate zu ermöglichen (wovon unter anderem Anpassungen an der anwendbaren Geschäftstagekonvention, der Definition von Geschäftstag, am Zinsfestlegungstag, am Zinstagequotient oder jeder Methode oder Definition, um die Ersatzrate zu erhalten oder zu berechnen, erfasst sein können). Bei der Festlegung der Ersatzrate-Anpassungen sind die Relevanten Leitlinien (wie vorstehend definiert) zu berücksichtigen.

- (c) *Kündigung.* Können eine Ersatzrate, eine etwaige Anpassungsspanne oder die Ersatzrate-Anpassungen nicht gemäß §3[(8)](a) und (b) bestimmt werden, ist der Referenzsatz in Bezug auf den relevanten Zinsfestlegungstag der für die zuletzt vorangehende Zinsperiode bestimmte Referenzsatz. Die Emittentin wird die Berechnungsstelle entsprechend informieren. Infolgedessen kann die Emittentin die Schuldverschreibungen bis zum jeweiligen nachfolgenden Zinsfestlegungstag (ausschließlich) jederzeit insgesamt, jedoch nicht teilweise, mit einer Kündigungsfrist von nicht weniger als 15 Tagen gemäß § 14 gegenüber den Gläubigern vorzeitig kündigen und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.

§ 4 ZAHLUNGEN

- (1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems. Zinsen dürfen nicht auf ein Konto oder an eine Adresse innerhalb der Vereinigten Staaten gezahlt werden.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3) (b).

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des US Internal Revenue Code von 1986 (der “**Code**”) beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet “**Zahltag**” einen Tag, der ein Geschäftstag ist wie in § 3 Absatz (3)(d) definiert.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen

Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am in den **[Rückzahlungsmonat]** fallenden Zinszahlungstag (der **“Fälligkeitstag”**) zurückgezahlt. Der **“Rückzahlungsbetrag”** in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

(3) *Kontrollwechsel.* Für den Fall, dass ein Kontrollwechsel (wie nachstehend definiert) stattfindet [und innerhalb des Kontrollwechselzeitraums eine Ratingherabstufung (wie nachstehend definiert) der Emittentin aufgrund des Kontrollwechsels erfolgt] (ein **“vorzeitiger Rückzahlungsgrund”**), wird die Emittentin

(a) unmittelbar nachdem sie von dem vorzeitigen Rückzahlungsgrund Kenntnis erlangt hat, dies gemäß § 13 unverzüglich bekannt machen, und

- (b) einen Zeitpunkt für die Zwecke dieses Absatzes (der **“Stichtag”**) bestimmen und diesen gemäß § 13 bekannt machen. Der Stichtag muss ein Geschäftstag sein und darf nicht weniger als 60 und nicht mehr als 90 Tage nach der gemäß von Absatz (3) (a) erfolgten Bekanntmachung des vorzeitigen Rückzahlungsgrundes liegen.

Falls die Emittentin eine Mitteilung über einen vorzeitigen Rückzahlungsgrund gemäß Absatz (3) (a) macht, kann jeder Gläubiger durch Rückzahlungsverlangen (das **“vorzeitige Rückzahlungsverlangen”**) zum Stichtag die Rückzahlung seiner Schuldverschreibungen, deren vorzeitige Rückzahlung nicht bereits auf andere Weise erklärt worden ist, ganz oder teilweise, zu deren Nennbetrag einschließlich Zinsen bis zum Stichtag (ausschließlich) verlangen. Jedes vorzeitige Rückzahlungsverlangen muss dem Fiscal Agent nicht weniger als 10 Tage vor dem Stichtag zugehen.

Das vorzeitige Rückzahlungsverlangen ist durch Erklärung in Textform (zB. E-Mail oder Fax) oder in schriftlicher Form an den Fiscal Agent zu schicken, zusammen mit dem Nachweis durch eine Bescheinigung der Depotbank des Gläubigers, dass er im Zeitpunkt der Kündigung Inhaber der betreffenden Schuldverschreibung ist. Ein vorzeitiges Rückzahlungsverlangen ist unwiderruflich.

Ein **“Kontrollwechsel”** tritt ein, wenn eine Person oder mehrere Personen, die gemeinsam handeln, die Kontrolle über die Emittentin erlangen.

“Kontrolle” bezeichnet (i) das unmittelbare oder mittelbare rechtliche oder wirtschaftliche Eigentum in jedweder Form bzw. die unmittelbare oder mittelbare rechtliche oder wirtschaftliche Verfügungsbefugnis in jedweder Form (wie in § 22 des Wertpapierhandelsgesetzes ausführlich beschrieben) an insgesamt mehr als 50% der stimmberechtigten Aktien der Emittentin oder jede andere Möglichkeit oder die Fähigkeit nach § 17 Aktiengesetz, in anderer Weise die Angelegenheiten der Emittentin zu bestimmen, oder (ii) im Falle eines Übernahmeangebotes für Aktien der Emittentin, Umstände, in denen (A) die Aktien, die sich bereits in der Kontrolle des Bieters befinden, und die Aktien für die bereits das Angebot angenommen wurde, zusammen mehr als 50% der Stimmrechte der Emittentin gewähren und (B) zur gleichen Zeit das Angebot unbedingt geworden ist, oder (iii) der Verkauf oder die Übertragung durch die Emittentin aller oder im Wesentlichen aller ihrer Vermögenswerte an bzw. auf eine andere Person oder Personen.

“Kontrollwechselzeitraum” bezeichnet den Zeitraum beginnend am früheren Termin von (1) der ersten öffentlichen Bekanntmachung eines Kontrollwechsels, und (2) dem Tag der Ankündigung eines möglichen Kontrollwechsels und endend 90 Tage nach dem Kontrollwechsel.

“Ankündigung eines möglichen Kontrollwechsels” bedeutet die öffentliche Ankündigung eines möglichen Kontrollwechsels oder eine Stellungnahme der Emittentin oder eines aktuellen oder möglichen Bieters in Bezug auf einen Kontrollwechsel, woraufhin innerhalb von 180 Tagen seit dieser Ankündigung oder Stellungnahme ein Kontrollwechsel stattfindet.

[Eine **“Ratingherabstufung”** tritt ein, wenn die angeforderten Credit Ratings in Bezug auf langfristige unbesicherte Finanzverbindlichkeiten der Emittentin kumulativ unter [BBB-][●] (im Fall von Standard & Poor's und Fitch), [Baa3][●] (im Fall von Moody's) und [●] (im Fall von Scope) fallen oder alle Ratingagenturen die Abgabe eines Credit Ratings gegenüber der Emittentin (nicht nur vorübergehend) einstellen.

“**Ratingagenturen**” bezeichnet jede Ratingagentur von Fitch Ratings (“**Fitch**”), Moody’s Investors Service, (“**Moody’s**”), Standard & Poor’s, eine der Ratingagenturen der S&P Global Inc., (“**Standard & Poor’s**”) oder Scope Ratings AG (“**Scope**”) sowie ihre jeweiligen Rechtsnachfolger im Hinblick auf ihr Ratinggeschäft.]

In diesen Anleihebedingungen bezeichnet “**Geschäftstag**” einen Geschäftstag wie in § 3 Absatz (3)(d) definiert.

Falls die Emittentin das

Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, ist Folgendes anwendbar

[(4) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am [Zahl] Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein “**Wahl-Rückzahlungstag (Call)**”) zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.
- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.] **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei geringem ausstehendem Gesamtnennbetrag zurückzuzahlen, ist Folgendes anwendbar

[(5) *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehenden Gesamtnennbetrag.*

Wenn 80 % oder mehr des ausstehenden Gesamtnennbetrags der Schuldverschreibungen zurückgezahlt oder von der Emittentin erworben wurden, kann die Emittentin nach ihrer Wahl, unter Einhaltung einer Kündigungsfrist gegenüber den Gläubigern von nicht weniger als 30 und nicht mehr als 60 Tagen gemäß § 13 die verbliebenen Schuldverschreibungen jederzeit insgesamt kündigen und zum Nennbetrag zuzüglich bis zu dem für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.]

§ 6
DER FISCAL AGENT, DIE ZAHLSTELLE
UND DIE BERECHNUNGSSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent, die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
und Zahlstelle:	Trust & Agency Services
	Taunusanlage 12
	60325 Frankfurt am Main
	Bundesrepublik Deutschland

Berechnungsstelle: **[Namen und bezeichnete Geschäftsstelle einfügen]**

Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in US-Dollar ist Folgendes anwendbar:**, (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] (sofern Zahlungen dann nach dem Recht der Vereinigten Staaten zulässig sind, ohne dass dies nach Meinung des Emittenten nachteilige Konsequenzen für die Emittentin hätte) und [(iii)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet **“Vereinigte Staaten”** die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der US Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7
STEUERN

Sämtliche auf die Schuldverschreibungen von der Emittentin zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher

Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die **“zusätzlichen Beträge”**) zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

§ 8

VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9

KÜNDIGUNG

- (1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
 - (a) die Emittentin Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zahlbaren Beträge nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder
 - (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
 - (c) (i) wenn eine bestehende oder zukünftige Zahlungsverpflichtung der Emittentin im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme infolge einer Nichtleistung (unabhängig davon, wie eine solche definiert ist) vorzeitig fällig wird, oder (ii) wenn eine solche Zahlungsverpflichtung bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht erfüllt wird, oder (iii) wenn die Emittentin einen Betrag, der unter einer bestehenden oder zukünftigen Garantie oder Gewährleistung im Zusammenhang mit einer Kredit- oder sonstigen

Geldaufnahme, zur Zahlung fällig wird, bei Fälligkeit oder nach Ablauf einer etwaigen Nachfrist nicht zahlt, vorausgesetzt, dass der Gesamtbetrag der betreffenden Zahlungsverpflichtungen, Garantien oder Gewährleistungen, bezüglich derer eines oder mehrere der in diesem Absatz (c) genannten Ereignisse eintritt, mindestens dem Betrag von EUR 125.000.000 oder dessen Gegenwert in einer anderen Währung entspricht oder diesen übersteigt und der jeweilige Kündigungsgrund nicht innerhalb von 30 Tagen, nachdem die Emittentin eine diesbezügliche Mitteilung durch den Gläubiger nach Maßgabe von Absatz (3) erhalten hat, behoben wird. Dieser Absatz (1) (c) ist jedoch nicht anwendbar, wenn die Emittentin ihre betreffenden Zahlungsverpflichtungen in gutem Glauben bestreitet; oder

- (d) die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen allgemein einstellt; oder
- (e) ein zuständiges Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder falls der Antrag auf Einleitung eines solchen Verfahrens gestellt aber von dem zuständigen Gericht mangels Masse abgelehnt wird; oder
- (f) die Emittentin in Liquidation geht (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Reorganisation oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin übernimmt oder übernehmen); oder
- (g) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, außer im Zusammenhang mit oder als Ergebnis einer erlaubten Reorganisation. Für diesen Zweck bezeichnet **“erlaubte Reorganisation”** die Verschmelzung, Konsolidierung, Reorganisation oder andere Form des Zusammenschlusses, wonach:
 - (i) die Verpflichtungen der Emittentin aus den Schuldverschreibungen von einer Nachfolgesellschaft der Emittentin übernommen werden, auf welche alle Rechte und Vermögenswerte der Emittentin im Wesentlichen anteilig zu den übernommenen Verbindlichkeiten übergehen, und
 - (ii) eine solche Nachfolgesellschaft keine anderen wesentlichen Verpflichtungen oder Verbindlichkeiten übernimmt, ohne dass andere Rechte und Vermögenswerte im annähernd gleichen Verhältnis wie vorstehend in (i) beschrieben auf sie übergehen, und
 - (iii) die erlaubte Reorganisation auf die Gläubiger oder einen wesentlichen Teil von ihnen keine erheblich nachteiligen Auswirkungen hat.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtsummenbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist in Textform (zB. E-Mail oder Fax) oder schriftlich in deutscher oder englischer Sprache an den Fiscal Agent zusammen mit dem Nachweis durch ein Zertifikat der Depotbank (wie in § 14 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist, an dessen bezeichnete Geschäftsstelle zu schicken.

§ 10 ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die “**Nachfolgeschuldnerin**”) für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;
- (d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der erstrangigen Garantie der Emittentin hinsichtlich nicht nachrangiger Schuldverschreibungen, das im Agency Agreement enthalten ist, entsprechen und auf die die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden;
- (e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden; und
- (f) die Nachfolgeschuldnerin ist keine “*United States person*” wie im United States Revenue Code von 1986 in seiner jeweiligen Fassung definiert.

Für die Zwecke dieses § 10 bedeutet “**verbundenes Unternehmen**” ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

- (2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme

auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:

- (a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
- (b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ 11 ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die Emittentin kann die Anleihebedingungen mit Zustimmung aufgrund Mehrheitsbeschlusses der Anleihegläubiger nach Maßgabe der §§ 5 ff. des deutschen Gesetzes über Schuldverschreibungen aus Gesamtemissionen (“**SchVG**”) in seiner jeweiligen gültigen Fassung ändern. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen, mit den in dem nachstehenden § 11(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger verbindlich.

(2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine “**Qualifizierte Mehrheit**”).

(3) *Beschlüsse der Gläubiger.* Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege der Abstimmung ohne Versammlung gemäß § 18 und §§ 5 ff. fassen.

(a) Die Einberufung zur Gläubigerversammlung kann vorsehen, dass die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte von einer vorherigen Anmeldung der Anleihegläubiger abhängig ist. In diesem Fall muss die Anmeldung unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens zu dem in der Einberufung zur Gläubigerversammlung festgelegten Zeitpunkt vor der Gläubigerversammlung zugehen. Die Einberufung zur Gläubigerversammlung kann vorsehen, dass die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen müssen.

(b) Zusammen mit der Stimmabgabe müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

- (4) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß § 11(3)(a) oder die Abstimmung ohne Versammlung gemäß § 11(3)(b) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 11(3)(a) entsprechend.
- (5) *Gemeinsamer Vertreter.*

Falls kein gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, ist Folgendes anwendbar

[Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

Im Fall der Bestellung des gemeinsamen Vertreters in den Anleihebedingungen, ist Folgendes anwendbar

[Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(6) *Bekanntmachungen.* Bekanntmachungen betreffend diesen § 11 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(7) *Erstreckung auf Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Garantie gemäß § 10(1)(d).

§ 12

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 13

MITTEILUNGEN

Im Fall von Schuldverschreibungen, die an der official list der

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

Luxemburger Börse notiert werden, ist Folgendes anwendbar

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der official list der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist Folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(2)][(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (zB. E-Mail oder Fax) oder schriftlich erfolgen und mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz (3) an den Fiscal Agent geschickt werden. Eine solche Mitteilung kann von einem Gläubiger an den Fiscal Agent über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (“**Rechtsstreitigkeiten**”) ist das Landgericht Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen

Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet **“Depotbank”** jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[In case of Notes listed on the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms of Notes will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes listed on any other stock exchange or publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg or in the United Kingdom, the Final Terms will be displayed on the website of Lufthansa (www.lufthansagroup.com).]

¹[MiFID II Product Governance / [Professional Investors and Eligible Counterparties only Target Market] [Retail Investors Target Market] – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[.]and] professional clients [and retail clients], each as defined in Directive 2014/65/EU (as amended, “MiFID II”) [and [●]]; [EITHER⁽²⁾: and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] [OR⁽³⁾: (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[.]and] portfolio management[.]and] [non-advised sales] [and pure execution services]], subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable]]. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s][s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s][s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable]⁴.]

[MiFID II Produktüberwachungspflichten / [Zielmarkt Professionelle Investoren und Geeignete Gegenparteien] [Zielmarkt Kleinanleger] – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen geeignete Gegenparteien[,] [und] professionelle Kunden [und Kleinanleger], jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, “MiFID II”), umfasst; [und [●]]; [ENTWEDER: und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen angemessen sind einschließlich Anlageberatung, Portfolio-Management, Verkäufe ohne Beratung und reine Ausführungsdienstleistungen] [ODER: (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen angemessen sind einschließlich Anlageberatung[,] [und] Portfolio-Management[,] [und] Verkäufe ohne Beratung [und reine Ausführungsdienstleistungen], vorbehaltlich der mit Hinblick auf die Geeignetheit bzw. Angemessenheit des Vertriebsunternehmens gemäß MiFID II, soweit anwendbar]. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein “Vertriebsunternehmen”) soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle[nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im

¹ Include this legend if parties have determined a target market.

Diese Erklärung einfügen, wenn die Parteien einen Zielmarkt bestimmt haben.

² Include for notes that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the “**ESMA Guidelines**”) (i.e. Notes the Terms and Conditions of which do not provide for a put and/or call right).

*Einfügen für Schuldverschreibungen, die nach den Leitlinien zu komplexen Schuldtiteln und strukturierten Einlagen (ESMA/2015/1787) (die “**ESMA Leitlinien**”) nicht ESMA komplex sind (also, Schuldverschreiben deren Anleihebedingungen keine Kündigungsrechte seitens der Emittentin und/oder der Anleihegläubiger enthalten).*

³ Include for notes that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Notes constitute “complex” products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

Einfügen im Fall von Schuldverschreibungen, die nach den ESMA Leitlinien ESMA komplex sind. Diese Liste muss gegebenenfalls angepasst werden, z.B. wenn Anlageberatung für erforderlich gehalten wird. Im Fall der Anlageberatung ist die Bestimmung der Geeignetheit und Angemessenheit notwendig. Wenn die Schuldverschreibungen “komplexe” Produkte sind, ist außerdem die bloße Ausführung von Kundenaufträgen von Privatanlegern ohne Bestimmung der Angemessenheit nach Art. 25(3) MiFID II nicht zulässig.

⁴ If there are advised sales, a determination of suitability will be necessary.

Im Fall von Beratungsverkäufen ist eine Angemessenheitsprüfung erforderlich.

Hinblick auf die Geeignetheit bzw. Angemessenheit], zu bestimmen.][Weitere Details bezüglich Zielmarkt, Kundenkategorie etc. einfügen]]

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”) or the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.⁵

[Vertriebsverbot an Privatinvestoren im EWR und in GB - Die Schuldverschreibungen sind nicht dazu bestimmt, dass sie Privatinvestoren im Europäischen Wirtschaftsraum (der “**EWR**”) oder im Vereinigten Königreich (“**GB**”) angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden und dementsprechend Privatinvestoren im EWR und in GB nicht angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden. Ein Privatinvestor im Sinne dieser Vorschrift ist eine Person, die mindestens einer der folgenden Kategorien zuzuordnen ist: (i) ein Kleinanleger im Sinne von Artikel 4 Absatz 1 Nummer 11 der Richtlinie 2014/65/EU (in ihrer jeweils gültigen Fassung, die “**MiFID II**”); (ii) ein Kunde im Sinne von Richtlinie 2016/97/EU (in ihrer jeweils gültigen oder ersetzten Fassung, die “**Versicherungsvertriebs-Richtlinie**”), der nicht als professioneller Kunde im Sinne von Artikel 4 Absatz 1 Nummer 10 MiFID II einzustufen ist; oder (iii) ein Anleger, der kein qualifizierter Anleger ist im Sinne der Verordnung (EU) 2017/1129 (in der jeweils gültigen Fassung, die “**Prospektverordnung**”). Folglich wurde kein Informationsdokument, wie nach Verordnung (EU) Nr. 1286/2014 (in ihrer jeweils gültigen Fassung, die “**PRIIPS-Verordnung**”) für Angebote, Vertrieb und die sonstige Zurverfügungstellung der Schuldverschreibungen an Privatinvestoren im EWR oder in GB erforderlich, erstellt und dementsprechend könnte das Angebot, der Vertrieb oder die sonstige Zurverfügungstellung von Schuldverschreibungen an Privatinvestoren im EWR oder in GB nach der PRIIPS-Verordnung unzulässig sein.]

⁵ Include this legend if “Applicable” is specified in Part II. C.4 of the Final Terms regarding item “Prohibition of Sales to EEA and UK Retail Investors”.

Diese Erklärung einfügen, wenn “Anwendbar” im Teil II. C.4 der Endgültigen Bedingungen im Hinblick auf den Punkt “Verbot des Verkaufs an EWR und GB Privatanleger” ausgewählt wurde.

FORM OF FINAL TERMS
(MUSTER – ENDGÜLTIGE BEDINGUNGEN)

[Date]

[Datum]

Final Terms

Endgültige Bedingungen

Deutsche Lufthansa Aktiengesellschaft

[Title of relevant Tranche of Notes]

[Bezeichnung der betreffenden Tranche der Schuldverschreibungen]

Series No.: [] / Tranche No.: []
Serien Nr.: [] / Tranche Nr.: []

Issue Date: []¹
Tag der Begebung: []

issued pursuant to the EUR 4,000,000,000 Debt Issuance Programme dated 17 November 2020

begeben aufgrund des EUR 4.000.000.000 Debt Issuance Programme vom 17. November 2020

Important Notice

These Final Terms have been prepared for the purpose of Article 8 (5) in conjunction with Article 25 (4) of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, and must be read in conjunction with the Base Prospectus pertaining to the Programme dated 17 November 2020 (the “**Base Prospectus**”) [and the supplement(s) dated [●]]. The Base Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Lufthansa (www.lufthansagroup.com) and copies may be obtained from Deutsche Lufthansa Aktiengesellschaft, Venloer Str. 151-153, 50672 Cologne, Federal Republic of Germany. Full information is only available on the basis of the combination of the Base Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Notes is annexed to these Final Terms.]²

Wichtiger Hinweis

*Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 8 (5) in Verbindung mit Artikel 25 (4) der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017, abgefasst und sind in Verbindung mit dem Basisprospekt vom 17. November 2020 über das Programm (der “**Basisprospekt**”) [und dem(den) Nachtrag(Nachträgen) dazu vom [●]] zu lesen. Der Basisprospekt sowie jeder Nachtrag können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der Lufthansa (www.lufthansagroup.com) eingesehen werden. Kopien sind erhältlich unter Deutsche Lufthansa Aktiengesellschaft, Venloer Str. 151-153, 50672 Köln, Bundesrepublik Deutschland. Um sämtliche Angaben zu erhalten, sind die Endgültigen Bedingungen, der Basisprospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]¹*

¹ The Issue Date is the date of payment and issue of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

² Not applicable in the case of an issue of Notes with a minimum denomination of at least EUR 100,000. Nicht anwendbar im Fall einer Emission von Schuldverschreibungen mit einer Mindeststückelung in Höhe von mindestens EUR 100.000.

Part I.: TERMS AND CONDITIONS

Teil I.: ANLEIHEBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Base Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:³

*A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Basisprospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen.*⁸

The Terms and Conditions applicable to the Notes (the “**Conditions**”) [and the [German] [English] language translation thereof,] are as set out below.

*Die für die Schuldverschreibungen geltenden Anleihebedingungen (die “**Bedingungen**”) [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.*

[in the case of Notes with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Base Prospectus as Option I or Option II including certain further options contained therein, respectively, insert:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Basisprospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates (the “**Terms and Conditions**”) set forth in the Base Prospectus as [Option I] [Option II]. Capitalised terms shall have the meanings specified in the Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen mit [fester] [variabler] Verzinsung Anwendung findet (die “**Anleihebedingungen**”), zu lesen, der als [Option I] [Option II] im Basisprospekt enthalten ist. Begriffe,*

³ To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Schuldverschreibungen insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf B. Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.

die in den Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or not completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the “**Conditions**”).

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die “**Bedingungen**”) gestrichen.*

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1) **WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)**

Currency and Denomination **Währung und Stückelung**

Specified Currency <i>Festgelegte Währung</i>	[]
Aggregate Principal Amount <i>Gesamtnennbetrag</i>	[]
Aggregate Principal Amount in words <i>Gesamtnennbetrag in Worten</i>	[]
Specified Denomination ⁴ <i>Festgelegte Stückelung</i>	[]

Clearing System **Clearing System**

- ☐ Clearstream Banking AG
- ☐ Clearstream Banking S.A.
- ☐ Euroclear Bank SA/NV

Global Note⁵ **Globalurkunde**

⁴ The minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes.
Die Mindeststückelung der Schuldverschreibungen beträgt EUR 1.000, bzw., falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von EUR 1.000 entspricht.

⁵ Complete for Notes kept in custody on behalf of the ICSDs.
Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ausfüllen.

- ☐ New Global Note
- ☐ Classical Global Note

INTEREST (§ 3)

ZINSEN (§ 3)

☐ Fixed Rate Notes (Option I)

Festverzinsliche Schuldverschreibungen (Option I)

Rate of Interest [] % *per annum*
 Zinssatz [] % *per annum*

Interest Commencement Date []
 Verzinsungsbeginn

Payment of Interest [semi-annually] [annually]
 Zinszahlung [halbjährlich] [jährlich]

Fixed Interest Date(s) []
 Festzinstermine)

First Interest Payment Date []
 Erster Zinszahlungstag

☐ Initial Broken Amount per Specified Denomination []
 Anfänglicher Bruchteilzinsbetrag je festgelegter Stückelung

☐ Fixed Interest Date preceding the Maturity Date []
 Festzinstermine, der dem Fälligkeitstag vorangeht

☐ Final Broken Amount per Specified Denomination []
 Abschließender Bruchteilzinsbetrag je festgelegter Stückelung

☐ Floating Rate Notes (Option II)

Variabel verzinsliche Schuldverschreibungen (Option II)

Interest Payment Dates

Zinszahlungstage

Interest Commencement Date []
 Verzinsungsbeginn

☐ Specified Interest Payment Dates []
 Festgelegte Zinszahlungstage

☐ Specified Interest Period(s) [number] [weeks][months]
 Festgelegte Zinsperiode(n) [Zahl] [Wochen][Monate]

Business Day Convention

Geschäftstagskonvention

☐ Modified Following Business Day Convention
 Modifizierte-Folgender-Geschäftstag-Konvention

☐ FRN Convention (specify period(s)) [number] months
 FRN Konvention (Zeitraum angeben) [Zahl] Monate

☐ Following Business Day Convention

Folgender-Geschäftstag-Konvention

- ☐ Preceding Business Day Convention
Vorangegangener-Geschäftstag-Konvention

Business Day
Geschäftstag

- ☐ Relevant financial centre(s) []
Relevante(s) Finanzzentrum(en)
- ☐ TARGET
TARGET

Rate of Interest
Zinssatz

- ☐ EURIBOR
EURIBOR
- ☐ LIBOR Interest Determination Date [first] [second] [relevant financial centre(s)] Business Day
[prior to commencement] of Interest Period
LIBOR Zinsfestlegungstag [erster] [zweiter] [relevante(s) Finanzzentrum(en)] Geschäftstag
[vor Beginn] der jeweiligen Zinsperiode

Screen page [LIBOR01][LIBOR02]
Bildschirmseite [LIBOR01][LIBOR02]

Margin [] % per annum
Marge [] % per annum

- ☐ plus
plus
- ☐ minus
minus

Day Count Fraction⁶
Zinstagequotient

- ☐ Actual/Actual (ICMA Rule 251)
Actual/Actual (ICMA Regelung 251)
- ☐ annual interest payment (excluding the case of short or long coupons)
jährliche Zinszahlung (ausschließlich des Falls von kurzen oder langen Kupons)
- ☐ annual interest payment (including the case of short coupons)
jährliche Zinszahlung (einschließlich des Falls von kurzen Kupons)
- ☐ two or more constant interest periods within an interest year (including the case of short coupons)
zwei oder mehr gleichbleibende Zinsperioden (einschließlich des Falls von kurzen Kupons)
- ☐ calculation period is longer than one reference period (long coupon)
Zinsberechnungszeitraum ist länger als eine Bezugsperiode (langer Kupon)
- ☐ reference period
Bezugsperiode

⁶ Complete for all Notes pursuant to the applicable Option.
Für alle Schuldverschreibungen auszufüllen gemäß der anwendbaren Option.

deemed Interest Payment Date
Fiktiver Zinszahlungstag

[]

- ☐ Actual/365 (Fixed)
- ☐ Actual/360
- ☐ 30/360, 360/360 or Bond Basis
- ☐ 30E/360 or Eurobond Basis

PAYMENTS (§ 4)⁷
ZAHLUNGEN (§ 4)

Payment Business Day
Zahlungstag

- ☐ relevant financial centre(s) []
relevante(s) Finanzzentrum(en)
- ☐ TARGET
TARGET

REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)

Redemption at Maturity
Rückzahlung bei Endfälligkeit

- ☐ Maturity Date⁸ []
Fälligkeitstag
- ☐ Redemption Month⁹ []
Rückzahlungsmonat

Early Redemption
Vorzeitige Rückzahlung

Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s)¹⁰ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zu festgelegtem(n) Wahlrückzahlungsbetrag/-beträgen (Call) [Ja/Nein/

Specified Call Redemption Date(s) []
festgelegte Wahlrückzahlungstag(e) (Call)

Specified Call Redemption Amount(s) []
festgelegte Wahlrückzahlungsbetrag/-beträge (Call)

⁷ Complete for Fixed-Rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁸ Complete for Fixed-Rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁹ Complete for Floating-Rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen

¹⁰ Complete for Fixed-Rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

Change of Control
Kontrollwechsel

Downgrade [Yes/No]
Ratingherabstufung [Ja/Nein]

Standard & Poor's and Fitch [BBB-][●]
Standard & Poor's and Fitch [BBB-][●]

Moody's [Baa3][●]
Moody's [Baa3][●]

Scope [●]
Scope [●]

Early Redemption at the Option of the Issuer at Final Redemption Amount¹¹ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag [Ja/Nein]

☐ Interest payment date [number] years after the Interest Commencement Date
 and each Interest Payment Date thereafter
*Zinszahlungstag [Zahl] Jahre nach dem Verzinsungsbeginn und an jedem
 darauf folgenden Zinszahlungstag*

Early Redemption at the Option of the Issuer in case of minimal outstanding
 aggregate principal amount of the Notes [Yes/No]
*Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehenden
 Gesamtnennbetrag der Schuldverschreibungen* [Ja/Nein]

Early Redemption at the Option of a Holder at Specified Put Redemption Amount(s)¹² [Yes/No]
*Vorzeitige Rückzahlung nach Wahl des Gläubigers zu festgelegtem(n) Wahlrückzahlungs-
 betrag/-beträgen (Put)* [Ja/Nein]

Put Redemption Date(s) []
Wahlrückzahlungstag(e) (Put)

Put Redemption Amount(s) []
Wahlrückzahlungsbetrag/-beträge (Put)

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT (§ 6)¹³
DER FISCAL AGENT, DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE (§ 6)

Calculation Agent []
Berechnungsstelle

AMENDMENT OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE (§ 11)
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER (§ 11)

Appointment of a Holders' Representative
Bestellung eines Gemeinsamen Vertreters der Gläubiger

☐ Appointment of a Holders' Representative by resolution passed by Holders and not in the Terms
 and Conditions

¹¹ Complete for Floating-Rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen
¹² Complete for Fixed-Rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen
¹³ Complete for Floating-Rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen

Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und nicht in den Anleihebedingungen

- ☐ Appointment of a Holders' Representative in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger in den Anleihebedingungen

Name and address of the Holders' Representative
Name und Anschrift des Gemeinsamen Vertreters

[specify details]
[Einzelheiten einfügen]

NOTICES (§ 13)

MITTEILUNGEN (§ 13)

Place and medium of publication

Ort und Medium der Bekanntmachung

- ☐ Website of the Luxembourg Stock Exchange
(www.bourse.lu)
Internetseite der Luxemburger Wertpapierbörse
(www.bourse.lu)
- ☐ Clearing
System
Clearing
System

LANGUAGE OF TERMS AND CONDITIONS (§ 15)¹⁴

SPRACHE DER ANLEIHEBEDINGUNGEN (§ 15)

- ☐ German and English (German binding)
Deutsch und Englisch (deutscher Text maßgeblich)
- ☐ English and German (English binding)
Englisch und Deutsch (englischer Text maßgeblich)
- ☐ English only
ausschließlich Englisch
- ☐ German only¹⁵
ausschließlich Deutsch]

¹⁴ To be determined in consultation with the Issuer. In the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of Deutsche Lufthansa Aktiengesellschaft.

In Abstimmung mit der Emittentin festzulegen. Falls Inhaberschuldverschreibungen insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht qualifizierte Investoren in der Bundesrepublik Deutschland verkauft werden, wird die deutsche Sprache maßgeblich sein. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Investoren die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der Deutsche Lufthansa Aktiengesellschaft erhältlich sein.

¹⁵ Use only in the case of Notes not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area and/or the United Kingdom.
Nur im Fall Schuldverschreibungen zu nutzen, die nicht öffentlich angeboten und nicht am regulierten Markt innerhalb des Europäischen Wirtschaftsraums und/oder des Vereinigten Königreiches zum Handel zugelassen werden sollen.

Part II. ADDITIONAL DISCLOSURE REQUIREMENTS RELATED TO NOTES¹⁶
Teil II. ZUSÄTZLICHE ANGABEN BEZOGEN AUF SCHULDVERSCHREIBUNGEN

A. Essential information
Grundlegende Angaben

Interests of Natural and Legal Persons involved in the Issue/Offer

***Interessen von Seiten natürlicher und juristischer Personen,
die an der Emission/dem Angebot beteiligt sind***

- ☐ So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer, except that certain Dealers and their affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

Nach Kenntnis der Emittentin bestehen bei den an der Emission beteiligten Personen keine Interessen, die für das Angebot bedeutsam sind, außer, dass bestimmte Platzeure und mit ihnen verbundene Unternehmen Kunden von und Kreditnehmer der Emittentin und mit ihr verbundener Unternehmen sein können. Außerdem sind bestimmte Platzeure an Investment Banking Transaktionen und/oder Commercial Banking Transaktionen mit der Emittentin beteiligt, oder könnten sich in Zukunft daran beteiligen, und könnten im gewöhnlichen Geschäftsverkehr Dienstleistungen für die Emittentin und mit ihr verbundene Unternehmen erbringen.

- ☐ Other interest (specify) [Specify details]
Andere Interessen (angeben) [Einzelheiten einfügen]

**Reasons for the offer to the public or for the admission to trading
and use of proceeds¹⁷**

***Gründe für das Angebot oder die Zulassung zum Handel
und Zweckbestimmung der Erträge***

[Specify details]

[Einzelheiten einfügen]

Estimated net proceeds¹⁸ []
Geschätzter Nettobetrag der Erträge

Estimated total expenses of the issue []
Geschätzte Gesamtkosten der Emission

B. Information concerning the securities to be offered/admitted to trading
***Informationen über die anzubietenden bzw. zum Handel zuzulassenden
Wertpapiere***

¹⁶ There is no obligation to complete Part II. of the Final Terms in its entirety in case of Notes with a Specified Denomination of at least EUR 100,000 or its equivalent in any other currency, provided that such Notes will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

Es besteht keine Verpflichtung, Teil II. der Endgültigen Bedingungen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000 oder dem Gegenwert in einer anderen Währung vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

¹⁷ If reasons for the offer or use of proceeds are different from the disclosure under "Use of Proceeds" in the Base Prospectus, they need to be included here.

Sofern andere Gründe für das Angebot oder ein anderer Verwendungszweck der Erträge als im Basisprospekt unter "Use of Proceeds" dargestellt anwendbar ist, ist dies hier anzugeben.

¹⁸ If proceeds are intended for more than one use will need to split out and present in order of priority. Sofern die Erträge für verschiedene Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.

Securities Identification Numbers

Wertpapier-Kenn-Nummern

Common Code []
Common Code

ISIN Code []
ISIN Code

German Securities Code []
Deutsche Wertpapier-Kenn-Nummer (WKN)

Any other securities number []
Sonstige Wertpapierkennnummer

Eurosystem eligibility¹⁹

EZB-Fähigkeit

Intended to be held in a manner which would allow Eurosystem eligibility [Yes/No]
Soll in EZB-fähiger Weise gehalten werden [Ja/Nein]

[Note that the designation “yes” in the case of an NGN means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes in the case of an NGN may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Es wird darauf hingewiesen, dass “ja” im Fall einer NGN hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden; es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

[Auch wenn die Bezeichnung mit Datum dieser Endgültigen Bedingungen “nein” lautet, sollten die Zulassungskriterien des Eurosystems sich zukünftig dergestalt ändern, dass die Schuldverschreibungen diese erfüllen können, könnten die Schuldverschreibungen im Fall einer NGN dann bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden. Es wird darauf hingewiesen, dass dies jedoch nicht notwendigerweise bedeutet, dass die Schuldverschreibungen dann zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

¹⁹ Select “Yes” if the Notes are in NGN form and are to be kept in custody by an ICSD as common safekeeper or if the Notes are in CGN form and to be kept in custody by Clearstream Banking AG, Frankfurt. Select “No” if the Notes are in NGN form and are to be kept in custody by the common service provider as common safekeeper.

“Ja” wählen, falls die Schuldverschreibungen in Form einer NGN begeben und von einem ICSD als common safekeeper gehalten werden sollen oder falls die Schuldverschreibungen in Form einer CGN begeben und von Clearstream Banking AG, Frankfurt gehalten werden sollen. “Nein” wählen, falls die Schuldverschreibungen in Form einer NGN begeben und vom common service provider als common safekeeper gehalten werden sollen.

Historic Interest Rates and further performance as well as volatility²⁰
Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

[Details of historic [EURIBOR][LIBOR] rates
and the future performance as well as their volatility
can be obtained ([not] free of charge) by electronic means from

[Reuters [EURIBOR01][LIBOR01][LIBOR02]][Not applicable]

*[Einzelheiten zu vergangenen [EURIBOR][LIBOR] Sätzen
und Informationen über künftige Wertentwicklungen sowie ihre Volatilität
können ([nicht] kostenfrei) auf elektronischem Weg abgerufen werden unter*

[Reuters [EURIBOR01][LIBOR01][LIBOR02]][Nicht anwendbar]

Description of any market disruption or settlement disruption events [Not applicable][Please see
that effect the [EURIBOR][LIBOR] rates§ 3(2) of the Terms and Conditions]
*Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder [Nicht anwendbar][Bitte siehe
der Abrechnung bewirken und die [EURIBOR][LIBOR] Sätze beeinflussen § 3(2) der
Anleihebedingungen]*

Yield to final maturity²¹
Rendite bei Endfälligkeit

[] [Not applicable]
[] [Nicht anwendbar]

Representation of debt security holders including an identification
of the organisation representing the investors and provisions applying
to such representation. Indication of where the public may have
access to the contracts relation to these forms of representation²² [Not applicable] [Specify details]

*Vertretung der Schuldtitelinhaber unter Angabe der die
Anleger vertretenden Organisation und der für diese Vertretung
geltenden Bestimmungen. Angabe des Ortes, an dem die
Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln, einsehen
kann* [Nicht anwendbar] [Einzelheiten einfügen]

**Resolutions, authorisations and approvals by virtue
of which the Notes will be created**
**Beschlüsse, Ermächtigungen und Genehmigungen, welche die
Grundlage für die Schaffung der Schuldverschreibungen bilden**

[Specify details]

[Einzelheiten einfügen]

If different from the issuer, the identity and contact details of the offeror
of the Notes and/or the person asking for admission to trading,
including the legal entity identifier (LEI), if any
*Sofern Anbieter und Emittent nicht identisch sind, Angabe der Identität,
der Kontaktdaten des Anbieters der Schuldtitel
und/oder der die Zulassung zum Handel beantragenden Person
einschließlich der Rechtsträgerkennung (LEI), wenn vorhanden.*

[Specify details]

[Einzelheiten einfügen]

²⁰ Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

²¹ Only applicable for Fixed Rate Notes.
Nur für festverzinsliche Schuldverschreibungen anwendbar.

²² Specify further details in the case a Holders' Representative will be appointed in § 11 of the Conditions.
Weitere Einzelheiten für den Fall einfügen, dass § 11 der Bedingungen einen Gemeinsamen Vertreter bestellt.

C. Terms and conditions of the offer²³
Bedingungen und Konditionen des Angebots

C.1 Conditions, offer statistics, expected timetable and actions required to apply for the offer

[Not applicable]

Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung

[Nicht anwendbar]

Conditions to which the offer is subject
Bedingungen, denen das Angebot unterliegt

[Specify details]
[Einzelheiten einfügen]

Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer

[Specify details]

Gesamtsumme des Angebots wenn die Summe nicht feststeht, Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum

[Einzelheiten einfügen]

Time period, including any possible amendments, during which the offer will be open and description of the application process
Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots

[Specify details]

[Einzelheiten einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants

[Specify details]

Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner

[Einzelheiten einfügen]

Details of the minimum and/or maximum amount of application (whether in number of notes or aggregate amount to invest)

[Specify details]

Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags

[Einzelheiten einfügen]

Method and time limits for paying up the notes and for delivery of the notes
Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung

[Specify details]

Manner and date in which results of the offer are to be made public
Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind

[Specify details]

[Einzelheiten einfügen]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.
Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte

[Specify details]

[Einzelheiten einfügen]

²³

Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

C.2 Plan of distribution and allotment²⁴***Plan für die Aufteilung der Wertpapiere und deren Zuteilung*****[Not applicable]**
[Nicht anwendbar]

If the Offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche

[Specify details]

Erfolgt das Angebot gleichzeitig auf den Märkten zweier oder mehrerer Länder und wurde/ wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche

[Einzelheiten einfügen]

Process for notifying applicants of the amount allotted and indication whether dealing may begin before notification is made

[Specify details]

Verfahren zur Meldung gegenüber den Zeichnern über den zugeteilten Betrag und Angabe, ob eine Aufnahme des Handels vor der Meldung möglich ist

[Einzelheiten einfügen]

C.3 Pricing²⁵**[Not applicable]*****Kursfeststellung*****[Nicht anwendbar]**

Expected price at which the Notes will be offered

[Specify details]

Preis zu dem die Schuldverschreibungen voraussichtlich

angeboten werden

[Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber / purchaser

[Specify details]

Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden

[Einzelheiten einfügen]

C.4 Placing and underwriting²⁶**[Not applicable]*****Platzierung und Emission*****[Nicht anwendbar]**

Name, address and *legal entity identifier (LEI-)* number of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place []

Name, Anschrift und legal entity identifier (LEI-) Nummer des Koordinator/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots – sofern der Emittentin oder dem Anbieter bekannt – in den einzelnen Ländern des Angebots

Method of distribution***Vertriebsmethode***

☐ Non-syndicated

Nicht syndiziert

☐ Syndicated

Syndiziert

Subscription Agreement***Übernahmevertrag***

Date of Subscription Agreement

[]

Datum des Übernahmevertrages

²⁴ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

²⁵ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

²⁶ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Material features of the Subscription Agreement []
Hauptmerkmale des Übernahmevertrages

Management Details including form of commitment²⁷
Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

Dealer / Management Group (specify) []
Platzeur / Bankenkonsortium (angeben)

☐ Firm commitment []
Feste Zusage

☐ No firm commitment / best efforts arrangements []
Ohne feste Zusage / zu den bestmöglichen Bedingungen

Commissions
Provisionen

28

Management/Underwriting Commission (specify) []
Management- und Übernahme provision (angeben)

Selling Concession (specify) []
Verkaufsprovision (angeben)

Prohibition of Sales to EEA and UK Retail Investors²⁹ [Applicable] [Not Applicable]

Verbot des Verkaufs an EWR und GB Privatanleger [Anwendbar] [Nicht anwendbar]

Stabilising Dealer(s)/Manager(s) [None] [Specify details]
Kursstabilisierende(r) Platzeur(e)/Manager [Keiner] [Einzelheiten einfügen]

D. Listing and admission to trading [Yes/No]
Börsenzulassung und Notierungsaufnahme [Ja/Nein]

☐ Regulated Market of the Luxembourg Stock Exchange
Regulierter Markt der Luxemburger Wertpapierbörse

☐ Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Regulierten Marktes der Luxemburger Wertpapierbörse

Date of admission []
Datum der Zulassung

Estimate of the total expenses related to admission to trading³⁰ []
Geschätzte Gesamtkosten für die Zulassung zum Handel

All regulated markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class of the notes to be offered or admitted to trading are already admitted to trading³¹

²⁷ Not required for Notes with a Specified Denomination of at least EUR 100,000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

²⁸ To be completed in consultation with the Issuer.

In Abstimmung mit der Emittentin auszuführen.

²⁹ Specify “Applicable” if the Notes may constitute “packaged” products pursuant to PRIIPs Regulation and no key information document will be prepared.

“Anwendbar” wählen, wenn die Schuldverschreibungen als “verpackte Produkte” nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt erstellt wird.

³⁰ Not required for Notes with a Specified Denomination of less than EUR 100,000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000.

³¹ In case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.

Angabe sämtlicher regulierter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind

☐ Regulated Market of the Luxembourg Stock Exchange
Regulierter Markt der Luxemburger Wertpapierbörse

☐ Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Regulierten Marktes der Luxemburger Wertpapierbörse

Issue Price [] %
Ausgabepreis [] %

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment

[Not applicable] [Specify details]

Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung

[Nicht anwendbar] [Einzelheiten einfügen]

E. Additional Information

Zusätzliche Informationen

Rating³² []
Rating

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended, (the “**CRA Regulation**”).]

The European Securities and Markets Authority (“**ESMA**”) publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation.

[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung, (die “**Ratingagentur-Verordnung**”) registriert ist oder die Registrierung beantragt hat.]

Die Europäische Wertpapier und Marktaufsichtsbehörde (“**ESMA**”) veröffentlicht auf ihrer Webseite (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert.

Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³² Do not complete, if the Notes are not rated on an individual basis. Include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.
Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Kurze Erläuterung der Bedeutung des Ratings einfügen, wenn dieses unlängst von der Ratingagentur erstellt wurde.

[Listing and Admission to Trading:³³

Börseneinführung und -zulassung:

The above Final Terms comprise the details required to list this issue of Notes (as from **[insert Issue Date for the Notes]**) pursuant to the EUR 4,000,000,000 Debt Issuance Programme of Deutsche Lufthansa Aktiengesellschaft.

*Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen gemäß Börsenzulassung des EUR 4.000.000.000 Debt Issuance Programme der Deutsche Lufthansa Aktiengesellschaft (ab dem **[Tag der Begebung der Schuldverschreibungen einfügen]**) erforderlich sind.]*

F. Information to be provided regarding the consent by the Issuer or person responsible for drawing up the Base Prospectus

Zur Verfügung zu stellende Informationen über die Zustimmung des Emittenten oder der für die Erstellung des Basisprospekts zuständigen Person

Offer period during which subsequent resale or final placement of the Notes
by Dealers and/or further financial intermediaries can be made [Not applicable] [Specify details]

*Angebotsfrist, während derer die spätere Weiterveräußerung
oder endgültige Platzierung von Wertpapieren durch die Platzeure oder
weitere Finanzintermediäre erfolgen kann [Nicht anwendbar] [Einzelheiten einfügen]*

[THIRD PARTY INFORMATION

INFORMATIONEN VON SEITEN DRITTER

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. *Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]*

Deutsche Lufthansa Aktiengesellschaft

(as Issuer)

(als Emittentin)

³³ Include only in the version of the Final Terms which is submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.
Nur in derjenigen Fassung der Endgültigen Bedingungen einzufügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt wird.

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by resolution of Holders in a meeting (*Gläubigerversammlung*) or without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor of or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in a Schedule to the Agency Agreement (as defined in “*Documents incorporated by Reference*” below) in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – the “**SchVG**”), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with § 5 et seqq. SchVG or by way of a vote without a meeting pursuant to § 18 and § 9 et seqq. SchVG (*Abstimmung ohne Versammlung*).

The following is a brief summary of some of the statutory rules regarding the convening and conduct of meetings of Holders and the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Rules regarding Holders’ Meetings

Meetings of Holders may be convened by the Issuer or the Holders’ Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5% or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. The Terms and Conditions may provide that attendance and exercise of voting rights at the meeting is subject to prior registration of Holders. The Terms and Conditions will indicate what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer’s registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union, the European Economic Area or the United Kingdom, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders’ representing by value not less than 50% of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25% of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an issuer, a Holders’ Representative, if appointed, is obliged and exclusively entitled to assert the Holders’ rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

Specific Rules regarding Votes without Meeting

In the case of resolutions to be passed by Holders without a meeting, the rules applicable to Holders' Meetings apply *mutatis mutandis* to any taking of votes by Holders without a meeting, subject to certain special provisions. The following summarises such special rules.

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the “**Holders' Representative**”) has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

USE OF PROCEEDS

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of each Tranche of Notes will be applied by the Issuer to meet part of its general financing requirements.

TAXATION

The following is a general discussion of certain German tax consequences of the acquisition and ownership of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of the Federal Republic of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

THE TAX LEGISLATION OF THE MEMBER STATE OF PROSPECTIVE PURCHASERS OF NOTES, THE ISSUER'S COUNTRY OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES UNDER ANY RELEVANT TAX JURISDICTION.

Federal Republic of Germany

Income tax

Notes held by tax residents as non-business assets

Taxation of payments of interest

Payments of interest on the Notes to Holders who are individuals and are tax residents of the Federal Republic of Germany (*i.e.*, persons whose residence or habitual abode is located in the Federal Republic of Germany) are subject to German income tax. In each case where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition. Furthermore, church tax may be levied, where applicable.

On payments of interest on the Notes to individuals who are tax residents of the Federal Republic of Germany, income tax is generally levied as a flat income tax at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375%, plus, if applicable, church tax). The total positive investment income of an individual will be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for individuals filing jointly), not by a deduction of expenses actually incurred.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank and such entity credits or pays out the investment income (the “**Disbursing Agent**”), the flat income tax will be levied by way of withholding at the aforementioned rate from the gross interest payment to be made by the Disbursing Agent. The church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Tax Office (*Bundeszentralamt für Steuern*).

In general, no withholding tax will be levied if the Holder is an individual (i) whose Notes do not form part of the property of a trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Notes together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) which also includes the tax identification number and which has been issued by the relevant local tax office.

If no withholding tax has been withheld, the Holder will have to include its income on the Notes in its tax return and the tax on its investment income of generally 25% plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may

apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25%. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

Taxation of capital gains

Also capital gains realised by individual tax residents of the Federal Republic of Germany from the disposal or redemption of the Notes (including gains from the assignment or hidden contribution of the Notes) will be subject to the flat income tax on investment income at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375%, plus, if applicable, church tax), irrespective of any holding period. This will also apply to Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed. If coupons or interest claims are disposed of separately (i.e. without the Notes), the gains from the disposal are subject to income tax. The same applies to gains from the redemption of coupons or interest claims realised by the former Holder of the Notes. The separation (e.g. by first-time assignment) of a coupon or interest claim from the Note is treated as a disposal of the Note.

If the Notes are held in custody, or are administered or if their disposal is executed by a Disbursing Agent (as defined above) the flat income tax will be levied by way of withholding from the positive difference between the redemption amount or the proceeds from the disposal (after the deduction of actual expenses directly related thereto) and the issue price or the purchase price of the Notes. Church tax is generally levied by way of withholding unless the Holder has filed a blocking notice with the German Federal Tax Office. If Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purpose of determining the capital gains. Where the Notes are acquired or sold in a currency other than Euro, the acquisition costs and sale proceeds will be converted in Euro on the basis of the exchange rate applicable at the time of sale, respectively, the time of acquisition. If the Notes have been transferred into the custodial account of the Disbursing Agent only after their acquisition, and no evidence on the acquisition data has validly been provided to the new Disbursing Agent by the Disbursing Agent which previously kept the Notes in its custodial account, withholding tax will be levied on 30% of the proceeds from the disposal or redemption of the Notes.

If no withholding tax has been withheld, the Holder will have to include capital gains from the disposal or redemption of the Notes in its tax return and the tax on its investment income of generally 25% plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25%. Further, if the withholding tax on a disposal or redemption has been calculated from 30% of the respective proceeds (rather than from the actual gain), a Holder who is an individual tax resident may and in case the actual gain is higher than 30% of the respective proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

Any capital loss incurred from the disposal or redemption of the Notes can only be offset against positive income from capital investments. The Disbursing Agent will offset the losses with positive income from capital investments entered into through or with the same Disbursing Agent and carry forward any losses that cannot be offset to the following calendar year. If losses cannot be offset in full against positive investment income by the Disbursing Agent, the Holder can, instead, request that the Disbursing Agent issues a certificate stating the losses in order for them to be offset against other positive income from capital investments or carried forward in the assessment procedure. The request must reach the Disbursing Agent by 15 December of the current year and is irrevocable.

Pursuant to recent legislative changes, losses arising from a bad debt loss (*Forderungsausfall*), a waiver of a receivable (*Forderungsverzicht*) or a transfer of an impaired receivable to a third party or from any other default can only be offset against other income from capital investments and only up to an amount of EUR 10,000 per year.

Notes held by tax residents as business assets

Payments of interest on Notes and capital gains from the disposal or redemption of Notes held as business assets by German tax resident individuals or tax resident corporations (*i.e.*, corporations whose legal domicile or place of effective management is located in the Federal Republic of Germany), including via a partnership, as the case may be, are generally subject to German income tax or corporate income tax (in each case plus solidarity surcharge and, if applicable, church tax). The interest and capital gain will also be subject to trade tax if the Notes form part of the property of a German trade or business.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above), tax at a rate of 25% (plus a solidarity surcharge of 5.5% of such tax and, if applicable, church tax) will also be withheld from interest payments on Notes and generally also from capital gains from the disposal or redemption of Notes held as business assets. In these cases the withholding tax does not satisfy the income tax liability of the Holder, as in the case of the flat income tax, but will be credited as advance payment against the personal income or corporate income tax liability and the solidarity surcharge (and, if applicable, against the church tax) of the Holder, or, will be refunded in the amount of any excess.

With regard to capital gains from the disposal or redemption of Notes no withholding will generally be required in the case of Notes held by corporations tax resident in Germany, provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office. The same applies upon notification by use of the officially prescribed form towards the Disbursing Agent in the case of Notes held by individuals or partnerships as business assets.

Notes held by non-residents

Payments of interest on Notes and capital gains from the disposal or redemption of Notes are not subject to German taxation in the case of non-residents, *i.e.* persons having neither their residence nor their habitual abode nor legal domicile nor place of effective management in the Federal Republic of Germany, unless the Notes form part of the business property of a permanent establishment maintained in the Federal Republic of Germany, or for which a permanent representative has been appointed in the Federal Republic of Germany. Interest may, however, also be subject to German income tax if it otherwise constitutes income taxable in Germany, such as income from the letting and leasing of certain German-situs property or income from certain capital investments directly or indirectly secured by German situs real estate.

Non-residents of the Federal Republic of Germany are in general exempt from German withholding tax on interest and capital gains and from solidarity surcharge thereon. However, if the interest or capital gain is subject to German taxation as set forth in the preceding paragraph and the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above), withholding tax will be levied as explained above at “Notes held by tax residents as business assets” or at “Notes held by tax residents as non-business assets”, respectively.

Particularities of Notes with a negative yield

Holders will only realise a taxable capital gain if they receive, upon a disposal of the Notes, an amount (after the deduction of actual expenses directly related thereto) in excess of the issue price (or the purchase price they paid for the Notes).

Contrary thereto, Holders who subscribe the Notes at a negative yield upon issue and hold the Notes until their final maturity will realise a loss. The tax treatment of such losses is not entirely clear:

If the Notes are held by tax residents as non-business assets, statements of the German tax authorities regarding “negative interest” incurred on bank deposits made by private investors arguably imply that such losses cannot be fully deducted. Such losses are rather treated as expenses in connection with capital investment income and are, consequently not tax-deductible except for an annual lump-sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for individuals filing jointly).

If the Notes are held by tax residents as business assets, statements of the German tax authorities regarding “negative interest” incurred on bank deposits made by business investors arguably imply that such losses are generally tax deductible.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Note will generally arise under the laws of the Federal Republic of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a tax resident of the Federal Republic of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in the Federal Republic of Germany. Exceptions from this rule apply to certain German citizens who previously maintained a residence in the Federal Republic of Germany.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in the Federal Republic of Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in the Federal Republic of Germany.

Potential change in tax law

Please note that - pursuant to the coalition agreement of CDU, CSU and SPD - the flat tax regime shall be abolished for certain investment income, which might also affect the taxation of income from the Notes. For example, interest income might become taxed at the progressive tax rate of up to 45% (excluding solidarity surcharge). However, there is no draft law available yet, i.e. any details and, in particular, timing remain unclear. Further, the solidarity surcharge shall in general be partially abolished as of 1 January 2021, however, not for capital investment income unless the individual income tax burden for an individual holder is lower than 25%.

SELLING RESTRICTIONS

The Dealers have entered into an amended and restated dealer agreement dated 17 November 2020 (the “**Dealer Agreement**”) as a basis upon which they or any of them may from time to time agree to purchase Notes.

1. General

Each Dealer has represented and agreed that it will comply to the best of its knowledge and belief with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

2. United States of America (the “United States”)

- (a) Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act, including Notes in bearer form that are subject to US tax law requirements, and, subject to certain exceptions, may not be offered, sold or delivered within the United States or to United States persons. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer further has represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note. Each Dealer has agreed that it will not offer, sell or deliver any Note in bearer form within the United States or to United States persons except as permitted by the Subscription Agreement.

In addition, until 40 days after the commencement of the offering, an offer or sale of any Note within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

- (b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Clause 4(1)(p)(i) of the Dealer Agreement, each Dealer (i) acknowledges that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes, (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date, only in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

- (c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead

Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche.

- (d) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.
- (e) Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the “**D Rules**”), (or any successor rules in substantially the same form as the D Rules, as applicable, for purposes of Section 4701 of the US Internal Revenue Code) as specified in the applicable Final Terms. Terms used in this paragraph (e) have the meanings given to them by the US Internal Revenue Code of 1986, as amended and regulations thereunder, including the D Rules.

Each Dealer has represented and agreed that:

- (i) except to the extent permitted under the D Rules (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions Notes that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Dealer is a United States person, it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of the D Rules;
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) of this paragraph (e) on such affiliate’s behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii) of this paragraph (e); and
- (v) it shall obtain for the benefit of the Issuer the representations, undertakings and agreements contained in subclauses (i), (ii), (iii) and (iv) of this paragraph (e) from any person other than its affiliate with whom it enters into a written contract (a “distributor” as defined in the D Rules, for the offer or sale during the restricted period of the Notes.

In addition, each Note issued in accordance with the D Rules will bear the following legend:

“ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA) WHO HOLDS THIS OBLIGATION, DIRECTLY OR INDIRECTLY, WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA.”

Terms used in this paragraph (e) have the meanings given to them by the US Internal Revenue Code and regulations thereunder, including the D Rules.

Terms used in paragraphs (a) – (e) above have the meanings given to them in Regulation S.

3. European Economic Area and United Kingdom

If the Final Terms in respect of any Notes specifies the “*Prohibition of Sales to EEA and UK Retail Investors*” as “*Not Applicable*”, in relation to each Member State of the European Economic Area and the United Kingdom (each a “**Relevant State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129.

4. Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

5. Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Law**”). Each Dealer has represented and agreed that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except only pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and any applicable laws, regulations and guidelines of Japan.

6. Switzerland

Unless stated otherwise in the applicable Final Terms, (a) each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, in or into Switzerland (i) offer, sell, or advertise the Notes, or (ii) distribute or otherwise make available this Base Prospectus or any other document relating to the Notes, in a way that would constitute a public offering within the meaning article 35 of the Swiss Financial Services Act (the “**FinSA**”), except under the following exemptions under the FinSA: (y) to any investor that qualifies as a professional client within the meaning of the FinSA, or (z) in any other circumstances falling within article 36 of the FinSA, provided, in each case, that no such offer of Notes referred to in (y) and (z) above shall require the publication of a prospectus for offers of Notes pursuant to the FinSA, and (b) each Dealer has acknowledged and agreed, and each further Dealer appointed under the Programme will be required to acknowledge and agree, that neither this Base Prospectus nor any other document related to the Notes constitutes (i) a prospectus as such term is understood pursuant article 35 FinSA and the implementing ordinance to the FinSA, or (ii) a key information document within the meaning of article 58 FinSA (if and when entered into force).

7. Singapore

This Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA,
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be

transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

In this section “7. Singapore” of “Selling Restrictions”, any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

GENERAL INFORMATION

Interests of Natural and Legal Persons involved in the Issue/Offer

Except as discussed in the relevant Final Terms, as applicable, certain of the Dealers and their affiliates may be customers of, borrowers from or creditors of Lufthansa and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for Lufthansa and its affiliates in the ordinary course of business.

Authorisation

The establishment of the Programme and the issue of Notes thereunder are in compliance with the articles of association of the Issuer and with its internal rules of procedure. The update of the Programme 2020 was authorised by the Executive Board of the Issuer on 18 November 2019 and 13 March 2020 and by the Supervisory Board of the Issuer on 3 December 2019 and 18 March 2020.

Lufthansa has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Notes.

Listing and Admission to Trading

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Programme to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange.

Documents on Display

So long as Notes are capable of being issued under the Programme, electronic copies of the following documents will, when published, be available free of charge during normal business hours from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in Frankfurt am Main and Luxembourg:

- (i) the constitutional documents (with an English translation where applicable) of the Issuer;
- (ii) the audited consolidated financial statements of Lufthansa AG as of and for the fiscal years ended on 31 December 2019 and 31 December 2018, included in the English language Annual Report 2019 and 2018 respectively, in each case including the auditor's report thereon;
- (iii) the reviewed unaudited consolidated interim financial statements of Lufthansa Group, included in the English language 2nd Interim Report 2020 dated for the period from 1 January – 30 June 2020;
- (iv) the unaudited consolidated interim financial statements of Lufthansa Group, included in the English language 3rd Interim Report 2020 dated for the period from 1 January – 30 September 2020;
- (v) a copy of this Base Prospectus; and
- (vi) any supplements to this Base Prospectus.

In the case of Notes listed on the official list of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes listed on any other stock exchange or publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg or in the United Kingdom, the Final Terms will be displayed on the website of Lufthansa (www.lufthansagroup.com).

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have been published and filed with the CSSF shall be incorporated by reference in, and form part of, this Base Prospectus:

- (i) the audited consolidated financial statements of Lufthansa AG for the fiscal years ended on 31 December 2019 and 31 December 2018, included in the English language Annual Report 2019 and 2018 respectively, in each case including the auditor's report thereon;
- (ii) the reviewed unaudited consolidated interim financial statements of Lufthansa Group, included in the English language 2nd Interim Report 2020 dated for the period from 1 January – 30 June 2020; and
- (iii) the unaudited consolidated interim financial statements of Lufthansa Group, included in the English language 3rd Interim Report 2020 dated for the period from 1 January – 30 September 2020.

The page numbers set out below refer to the page numbers in the form of the respective pdf document available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Table of Documents incorporated by Reference

1. Audited consolidated financial statements as of and for the financial year ended 31 December 2019 of Lufthansa Group included in the English language Annual Report 2019 and consisting of:

Consolidated income statement	Page 138
Statement of comprehensive income	Page 139
Consolidated statement of financial position	Pages 140 - 141
Consolidated statement of changes in shareholders' equity	Page 142
Consolidated cash flow statement	Pages 143
Notes	Pages 144 - 223
Independent auditors' report	Pages 224 - 230

The document can be accessed via the following hyperlink: <https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/annual-reports/LH-AR-2019-e.pdf>

2. Audited consolidated financial statements as of and for the financial year ended 31 December 2018 of Lufthansa Group included in the English language Annual Report 2019 and consisting of:

Consolidated income statement	Page 100
Statement of comprehensive income	Page 101
Consolidated balance sheet	Pages 102 - 103
Consolidated statement of changes in shareholders' equity	Page 104
Consolidated cash flow statement	Page 105
Notes	Pages 106 - 185

The document can be accessed via the following hyperlink: <https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/annual-reports/LH-AR-2018-e.pdf>

3. English language translations of the unaudited German language consolidated interim financial statements for the period from 1 January – 30 June 2020 of Lufthansa Group and the German language review report thereon

Consolidated income statement	Page 26
Consolidated statement of comprehensive income	Page 27
Consolidated statement of financial position	Pages 28 - 29
Consolidated statement of changes in shareholders' equity	Page 30
Consolidated cash flow statement	Page 31
Notes	Pages 32 - 43
Review report	Page 45

The document can be accessed via the following hyperlink: <https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/interims-reports/LH-QR-2020-2-e.pdf>

4. Unaudited consolidated interim financial statements for the period from 1 January – 30 September 2020 of Lufthansa Group

Consolidated income statement	Page 22
Consolidated statement of comprehensive income	Page 23
Consolidated statement of financial position	Pages 24 - 25
Consolidated statement of changes in shareholders' equity	Page 26
Consolidated cash flow statement	Page 27
Notes	Pages 28 - 40

The document can be accessed via the following hyperlink: <https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/interims-reports/LH-QR-2020-3-e.pdf>

The non-incorporated parts of such documents, i.e. the pages not listed in the tables above, are either not relevant for the investor or covered elsewhere in the Base Prospectus.

Availability of incorporated Documents

Any document incorporated herein by reference can be obtained without charge at the offices of Lufthansa as set out at the end of this Base Prospectus. In addition, such documents will be available free of charge from the principal office in Luxembourg of Deutsche Bank Luxembourg S.A. (the “**Luxembourg Listing**”

Agent”) for Notes listed on the Luxembourg Stock Exchange and will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

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