

# LUFTHANSA GROUP

Deutsche Lufthansa Aktiengesellschaft

(Cologne, Federal Republic of Germany)

as Issuer

**EUR 500,000,000**

**Subordinated Resetable Fixed Rate Notes due 2055  
with a First Optional Redemption Date in 2030**

**ISIN XS2965681633, Common Code 296568163, WKN A4DFCC, Issue price: 100.00%**

Deutsche Lufthansa Aktiengesellschaft (the “**Issuer**”) will issue on 15 January 2025 (the “**Issue Date**”) EUR 500,000,000 Subordinated Resetable Fixed Rate Notes due 2055 with a First Optional Redemption Date in 2030 (the “**Notes**”), in the denomination of EUR 100,000 per Note.

The Notes will be governed by the laws of the Federal Republic of Germany (“**Germany**”).

The Notes will bear interest from and including 15 January 2025 (the “**Interest Commencement Date**”) to but excluding 15 January 2031 (the “**First Reset Date**”) at a rate of 5.250% *per annum*. Thereafter, unless previously redeemed, the Notes will bear interest (i) from and including the First Reset Date to but excluding 15 January 2036 (the “**First Step-up Date**”) at a rate *per annum* equal to the applicable 5-year EUR mid swap rate for the Reset Period (as defined in § 3 of the terms and conditions of the Notes (the “**Terms and Conditions**”)) plus 285.5 basis points *per annum* (no step-up), (ii) from and including the First Step-up Date to but excluding 15 January 2051 (the “**Second Step-up Date**”) at a rate *per annum* equal to the applicable 5-year EUR mid swap rate for the Reset Period plus 310.5 basis points *per annum* (including a step-up of 25 basis points) and (iii) from and including the Second Step-up Date to but excluding 15 January 2055 (the “**Maturity Date**”) at a rate *per annum* equal to the applicable 5-year EUR mid swap rate for the Reset Period plus 385.5 basis points *per annum* (including a step-up of 100 basis points).

Interest on the Notes is scheduled to be paid annually in arrear on 15 January in each year, commencing on 15 January 2026.

Unless previously redeemed or repurchased and cancelled, the Notes will be redeemed at par on the Maturity Date.

The Issuer is entitled to defer interest payments on the Notes under certain circumstances (as set out in § 3(8) of the Terms and Conditions) (such payments the “**Deferred Interest Payments**”).

The Issuer may pay such Deferred Interest Payments at any time upon due notice (as set out in § 3(8)(b) of the Terms and Conditions) and it shall pay such Deferred Interest Payments (in whole, but not in part) under certain other circumstances (as set out in § 3(8)(c) of the Terms and Conditions). Such Deferred Interest Payments will not bear interest themselves.

The Issuer may, at its option, redeem the Notes prior to the Maturity Date on the terms set forth in § 4 of the Terms and Conditions.

The Notes will initially be represented by a temporary global note in bearer form (the “**Temporary Global Note**”). Interests in the Temporary Global Note will be exchangeable, in whole or in part, for interests in a corresponding permanent global note (the “**Permanent Global Note**” and together with the Temporary Global Note, the “**Global Notes**”) not earlier than 40 days after the Issue Date, upon certification as to non-U.S. beneficial ownership.

This prospectus (the “**Prospectus**”) constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) 2017/1129 of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended (the “**Prospectus Regulation**”). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg (“**CSSF**”) in its capacity as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the securities that are the subject of this Prospectus. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

This Prospectus will be valid until 10 January 2026 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply upon expiry of the validity period of this Prospectus or the time when trading on a regulated market begins.

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange (the “**Official List**”) and to be admitted to trading on the Luxembourg Stock Exchange’s regulated market. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended, “**MiFID II**”).

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes in any jurisdiction where such offer or solicitation is unlawful.

**The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) and subject to certain exceptions, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.**

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 (“**EEA**”), the United Kingdom (the “**UK**”) or anywhere else.

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Please review the section entitled “*Risk Factors*” beginning on page 2 of this Prospectus.

*Joint Global Coordinators and Joint Bookrunners*

**Citigroup**

**HSBC**

**J.P. Morgan**

*Joint Bookrunners*

**Crédit Agricole CIB**

**Morgan Stanley**

**Société Générale Corporate & Investment  
Banking**

**UniCredit**

## RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Issuer further confirms that (i) this Prospectus contains all relevant information with respect to the Issuer (also referred to as “**Lufthansa AG**” herein) and its consolidated subsidiaries taken as a whole, (“**Lufthansa**” “we”, “us”, “our” or the “**Lufthansa Group**”) and to the Notes which is material in the context of the issue and the offering of the Notes, including all relevant information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Lufthansa Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Lufthansa Group and the Notes are in every material respect true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Lufthansa Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

## NOTICE

No person is authorized to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by or on behalf of the Issuer or Citigroup Global Markets Europe AG, HSBC Continental Europe, J.P. Morgan SE (each a “**Joint Global Coordinator and Joint Bookrunner**” and, together, the “**Joint Global Coordinators and Joint Bookrunners**”) and Crédit Agricole Corporate and Investment Bank, Morgan Stanley Europe SE, Société Générale, UniCredit Bank GmbH (each an “**Joint Bookrunner**” and, together with the Joint Global Coordinators and Joint Bookrunners, the “**Bookrunners**”).

This Prospectus should be read and understood in conjunction with any supplement hereto and with all documents incorporated herein or therein by reference.

The legally binding language of this Prospectus is English except for the Terms and Conditions in respect of which German is the legally binding language.

In this Prospectus, all references to “€”, “EUR” or “Euro” are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, as amended. References to “US\$” and “U.S. dollar” are to United States dollars. References to “billions” are to thousands of millions.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Bookrunners to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Bookrunners to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus reflects the status as at its date. The offering, sale and delivery of the Notes and the distribution of the Prospectus may not be taken as an implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since the date hereof.

To the extent permitted by the laws of any relevant jurisdiction, none of the Bookrunners, any of its affiliates or any other person mentioned in the Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other documents incorporated by reference and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Bookrunners have not independently verified any such information and accept no responsibility for the accuracy thereof.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see the section “*Subscription and Sale of the Notes - Selling Restrictions*” below. In particular, the Notes have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act (“**Regulation S**”).

For the avoidance of doubt, the content of any website referred to in this Prospectus does not form part of this Prospectus and the information on such websites has not been scrutinized or approved by the CSSF as competent authority under the Prospectus Regulation.

### **SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION**

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **MIFID II PRODUCT GOVERNANCE / TARGET MARKET: PROFESSIONAL INVESTORS AND ECPS ONLY**

Solely for the purposes of 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 only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**Distributor**”) should take into consideration the manufacturers’ 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 manufacturers’ target market assessment) and determining appropriate distribution channels.

## PRIIPS REGULATION / 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 EEA. 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 (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 (as amended, the “**IDD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as amended, the “**PRIIPS Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

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 UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 of 26 November 2014 on key information documents for packaged retail and insurance-based investment products as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPS Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Bookrunners the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

## BENCHMARK REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR

Following the First Reset Date, interest amounts payable under the Notes are to be calculated by reference to the annual swap rate for swap transactions denominated in EUR with a term of 5 years, which appears on the Reuters Screen Page “ICESWAP2” under the heading “EURIBOR BASIS” as of 11.00 a.m. (Frankfurt time) on the Interest Determination Date, and which is provided by ICE Benchmark Administration Limited (“**IBA**”). The annual swap rate for swap transactions denominated in Euro is calculated by reference to the Euro Interbank Offered Rate (“**EURIBOR**”) which is provided by the European Money Market Institute (“**EMMI**”).

As at the date of this Prospectus, 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 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended (the “**Benchmarks Regulation**”), while IBA does not appear on the ESMA register.

## STABILISATION

IN CONNECTION WITH THE ISSUE OF THE NOTES, J.P. MORGAN SE (THE “STABILISATION MANAGER”) (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISATION MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET 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 ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE 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 NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISATION MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISATION MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

## FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, including statements using the words “*believe*”, “*anticipate*”, “*intend*”, “*expect*”, “*will*”, “*plans*”, “*may*” or other similar terms. This applies in particular to statements under the caption “*Description of the Issuer and the Lufthansa Group*” and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and Lufthansa Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer or the Lufthansa Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Bookrunners do assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

## PRESENTATION OF FINANCIAL INFORMATION, ROUNDING

Unless indicated otherwise, all financial information presented in the text and tables included in this Prospectus is shown in millions of Euro (in EUR million). Certain financial information, including percentages, has been rounded according to established commercial standards. As a result, rounded figures in the tables in this Prospectus may not add up to the aggregate amounts in such tables (sum totals or subtotals), which are calculated based on unrounded figures. Furthermore, differences and ratios are calculated based on unrounded figures.

## ALTERNATIVE PERFORMANCE MEASURES

This Prospectus contains certain alternative performance measures (“APMs”) which are not recognised financial measures under the International Financial Reporting Standards as adopted by the European Union (“IFRS”). Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with IFRS included elsewhere in this Prospectus. Investors are cautioned not to place undue reliance on these APMs and are also advised to review them in conjunction with the consolidated financial statements of the Issuer including the related notes.

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## RISK FACTORS

*Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialize, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer or the Lufthansa Group. Moreover, if any of these risks materialise, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes may decrease, in which case the holders of the Notes ("**Holders**") could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other unknown reasons than those described below. Additional risks of which the Issuer is not presently aware could also affect the business operations of the Lufthansa Group and have a material adverse effect on the business activities and financial condition and results of operations of the Lufthansa Group. Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

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

*The following risk factors are organized in categories depending on their respective nature.*

*Potential investors should, among other things, consider the following:*

### **Risks related to the Issuer**

#### **Risks related to Lufthansa Group's business activities and operations**

##### ***Lufthansa Group faces intense competition.***

Lufthansa Group operates in a highly competitive market. Lufthansa Group faces competition in the network carrier sector as well as in the low-cost point-to-point segment. Among others, changes in customer behavior and the emergence and rapid growth of low-cost airlines in a variety of its markets have intensified the price and cost-competitive nature of the airline industry. In addition, because Lufthansa Group strives to offer its customers a premium experience, it also faces competition from carriers that seek to deliver higher quality for a comparable price.

Ongoing changes in demand after the coronavirus pandemic, the Russian war of aggression against Ukraine and the influence of the climate debate mean that long-term market growth is expected to be lower than in the past. In addition, supply-side bottlenecks such as limited infrastructure and restrictions in supply chains act as further brakes on the development of air traffic. Cost competition, which is already prevalent in many segments of the airline market, will intensify further as a result of the changed market environment. In the case of other airlines increasing their capacity offering at a higher speed especially in their long-haul network, Lufthansa Group may experience losses in market share in these markets.

In particular, Lufthansa Group continues to face heavy competition from low-cost and ultra-low-cost airlines. Lufthansa Group believes that the cost at which it produces its services, including, among others, as a result of labor-related cost impact, is higher compared to the cost base of low-cost and ultra-low-cost airlines. Accordingly, Lufthansa Group's competitors may be in a position to offer flights at significantly lower prices than Lufthansa Group can or at prices below cost in order to capture or secure market share. The further growth of low-cost airlines and ultra-low-cost airlines could impair its growth, result in a decrease of Lufthansa Group's profitability or may lead to a decline in market share. This competition is expected to further increase as various low cost and ultra-low-cost-airlines have announced their intention to enter into a price competition.

Through Lufthansa Group's Passenger Airlines business segment (collectively, the "**Passenger Airlines**"), Lufthansa Group has focused on providing all-in fares, meaning that, in the majority of its booking classes, onboard food and beverages, carry-on item(s) and seat reservations were included. In contrast, Lufthansa Group



believes that the majority of European low-cost airlines and ultra-low-cost airlines aim to attract customers by, among others, offering “flight only” fares, meaning that the price of a ticket would typically only include the transportation, limited or no carry-on luggage and frequently not include seat reservations or on-board services, to attract customers by very low initial ticket prices. There can be no assurance that Lufthansa Group will be able to successfully adapt its fare structure in the future or to ultimately win customers over its competitors.

In addition, economic uncertainty in specific markets or on specific routes may cause competitors to progressively transfer their capacity to markets and routes that Lufthansa Group also serves, resulting in increased competition in these markets and on these routes. Such a development would result in increased competition on such routes and negatively impact pricing for Lufthansa Group, despite a high share of joint venture traffic in this region.

Competitors of the Passenger Airlines include airlines serving larger catchment areas than Lufthansa Group does. These airlines may have greater financial resources and lower cost structures than Lufthansa Group does, particularly with regard to point-to-point flights within Continental Europe and flights to Asia and North America.

Some of the airlines with which Lufthansa Group competes are wholly or partially owned by governments. Governments may provide such airlines with access to larger and less expensive sources of funding (including state subsidies), which could entail a material competitive advantage. If governments were to provide one or more of Lufthansa Group’s competitors with unilateral subsidies or other forms of government assistance, including the buildup of extensive infrastructure, this could result in market distortions and materially weaken Lufthansa Group’s competitive position. The expansion of state-owned airlines continues to be a competitive threat to Lufthansa Group. Certain airlines that are operating in relatively small home markets continue to ensure utilization of their extensive capacity by transit passengers transported through their hubs, which they primarily achieve by offering very low fares for travel to and from Europe and other large travel markets or by forming co-operations with or by acquiring interests in other, in particular European, airlines. While Lufthansa Group operates the majority of its business based on the framework of EU regulations (including the 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)), some of its global (state-owned) competitors focus on unique aspects of business (e.g., infrastructural development, deviation of business and creation of touristic traffic streams), rather than a commercially successful operation. Lufthansa Group does not believe that it is in a position to adequately counteract such global market imbalances in the foreseeable future, if at all.

In some cases, Lufthansa Group is exposed to strong competitive pressure in its maintenance, repair and overhaul services (“MRO”) business segment, and faces significant risks in relation to the loss of customers to other suppliers within this business segment, including as a result of de-consolidation in the market and increased price competition. For example, the market position of the original equipment manufacturers with which Lufthansa Technik Aktiengesellschaft (“**Lufthansa Technik**”) competes results in high barriers to entry, especially for new aircraft models, and makes it more difficult to gain access to licenses and intellectual property. Original equipment manufacturers use their competitive advantages in the aftermarket to compensate for reduced volume of new business and high development costs. The expansion of original equipment manufacturers’ market position therefore presents a key challenge for Lufthansa Group’s MRO services. In addition, new and established competitors are trying to transform the market for MRO services with data-based services and digital capabilities, which could result in increasing competition for Lufthansa Technik.

Risks also arise, for example, in cases where long-term contracts between Lufthansa Group’s companies with their customers, especially in the MRO business segment, are not renewed, which would lead to sustained deterioration in the income situation of the affected companies.

***Lufthansa Group’s business activities are dependent on the availability of airspace, air traffic controllers, airport slots and products and services provided by airports and other third parties.***

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 ability to offer its services. Increases in air traffic, especially at high-density hubs, including Frankfurt and Munich, Germany, may lead to shortages of available slots and increasing cost competition.

Although Lufthansa Group believes that it, as one of the largest airlines operating from the airports in Frankfurt and Munich, Germany, may benefit from regional strength and legacy commitments, there can be no assurance that Lufthansa Group will be in a position to retain its take-off and landing slots at either airport to the extent it so requires to efficiently operate its business. Additionally, any changes to the offering at or an increase in competition for slots at the airports in Frankfurt and Munich, Germany, and at any of the other coordinated airports which Lufthansa Group frequents, including Brussels, Belgium, Zurich, Switzerland, and Vienna, Austria, may affect its ability to maintain or increase the flight services it offers.

As a result of its market position, Lufthansa Group may be subject to antitrust proceedings and risks in Germany and within the European Union. Among others, Lufthansa Group could be required, under current or future regulations or in connection with acquisitions, to transfer commercially significant take-off and landing slots to competitors, be prohibited from obtaining additional take-off and landing slots, which would otherwise require Lufthansa Group to expand its business activities and operations in the future and maintain feeder flight arrangements.

The legal basis for the allocation of take-off and landing slots, noise-related operational restrictions and ground handling within the European Union have been under review since 2011. Regulation (EU) No 598/2014 of the European Parliament and of the Council of 16 April 2014, on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at airports located in the European Union within a balanced approach has been in force since 2014. A European regulation on ground handling procedures was withdrawn in 2015. The European Commission has begun the consultation process for a fundamental revision of the Council Regulation (EEC) No 95/93 of 18 January 1993 on common rules for the slots at community airports (the “**Slot Allocation Regulation**”), but the timing for any legislative initiatives remains unclear. Ultimately, there can be no assurance whether European regulations will be implemented or that any regulations would not adversely affect Lufthansa Group’s ability to conduct its business. Furthermore, the regulations regarding ground handling at European airports may, in the future, be revised, the scope, timing or effects of which on Lufthansa Group’s business or the airline industry as a whole cannot be predicted.

In addition to the general availability of airspace, air traffic controllers and take-off and landing slots, Lufthansa Group is dependent on the provision of services by third parties, such as providers of ground handling services (including aircraft fuelling and baggage handling), general airport services and the availability of the requisite airport infrastructure. Furthermore, other than in relation to third parties for the provision of operational services, Lufthansa Group is also dependent on general third-party service providers and suppliers. These provide, for example, distribution systems, which serve as an interface between the various indirect booking channels, such as agencies, and Lufthansa Group’s inventory system booking and ticketing platforms, general IT services, insurers, communication providers and energy suppliers. If any of these third-party services were temporarily or permanently unavailable, including as a result of personnel shortages, strikes or cancellation of contracts, or were only available on commercially unreasonable terms, Lufthansa Group’s operating performance could be adversely affected. For example, the global air traffic system became overstretched following the rebound of air traffic during the summer of 2022, particularly as a result of personnel shortages affecting airports, ground handling service providers, air traffic control and airlines, resulting in the need to cancel flights.

Lufthansa Group is also exposed to the risk of supply chain disruptions. Lufthansa Group depends on the timely delivery of replacement parts, engines and aircraft from third-party suppliers, the unavailability of which, could result in changes to flight plans, as well as flight delays and cancellations. For example, bottlenecks caused by the limitations of infrastructure or disruption to logistics networks due to geopolitical events could result in an inability to obtain replacement parts when needed, which could force aircraft to remain grounded for extended periods of time. In addition, Lufthansa Group’s suppliers could be adversely affected by rising energy prices or energy shortages, a lack of raw materials or components, staff shortages or insolvency, which could in turn jeopardize Lufthansa Group’s business operations. In particular, supply chain disruptions have made it difficult for aircraft manufacturers to ramp up their rate of production following in particular the SARS-CoV-2 (“**COVID-19**”) pandemic, resulting in delayed deliveries of aircraft.

In addition, design defects could result in disruption to Lufthansa Group’s operations, shortages of spare parts and higher maintenance costs, and costs associated with defects may not be fully compensated by manufacturers. For example, Lufthansa Group has experienced problems related to Pratt & Whitney engines of the PW1100G engine family, which affects the Airbus A320neo and Airbus A220 aircraft fleet. The problems arise from a

contaminated metal powder that was used in manufacturing certain components of the engines. Design defects in aircrafts, engines and other parts could cause disruptions in the operation of Lufthansa Group's airlines.

Limited airspace capacity, caused by, among other factors, the fragmentation in the European air traffic control system, increased military use of the European airspace due to the Russia-Ukraine Conflict and limited availability of air traffic controllers, continue to pose a significant problem for the European airline industry, including for Lufthansa Group. Limited airspace capacity results in considerable delays for air traffic, financially significant detours, holdings, increased fuel consumption and emissions. Ultimately, limited airspace capacity has a negative impact on earnings of all European airlines, including Lufthansa Group's earnings, as well as on the environment, and continue to jeopardize growth in air traffic. In 2024, the European Union revised the Single European Sky ("SES") Regulations, mainly preserving the current status quo and foreseeing several measures that need to be implemented through further legislative acts. Hence the implementation of the revised SES Regulation will require time and be subject to further political discussions. As the revised SES Regulation did not improve the status quo, the issues related limited airspace capacity will remain, particularly in Central Europe where traffic is the densest.

***Public health crises could materially adversely affect the demand for Lufthansa Group's services and the conditions under which Lufthansa Group operates.***

Pandemics, epidemics, outbreaks of infectious diseases or any other serious public health concerns, together with any measures aimed at mitigating a further expansion thereof, including changes in entry regulations, travel bans, imposition of quarantines, prolonged closures of workplaces, or curfews or other social distancing measures, have had and in the future might have a material adverse effect on the global economy, international financial markets in general and, in particular, on the markets and segments in which Lufthansa Group operates and consequentially on the liquidity of Lufthansa Group.

While the disruption caused by the COVID-19 pandemic has receded, the possibility of other public health crises cannot be excluded. The consequences of such public health crises on Lufthansa Group's business depend on a number of factors: contagiousness, frequency of the disease's outbreak, susceptibility of the population and the disease's impact as well as the timing, suitability and effectiveness of measures imposed by governments and regional and local authorities (in particular regarding local or regional lockdowns and the imposition of quarantine requirements for individuals, including travellers), 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 can be no assurance that such measures, or a combination thereof, will be effective in combating any future public health crises.

Any reinstatement of travel bans, changes in entry regulations or other restrictive measures due to any public health crises could reduce consumers' ability to travel. As a consequence, this could significantly affect Lufthansa Group's ability to run its business activities and operations and, ultimately materially negatively affect Lufthansa Group's financial condition and results of operations and may lead to an increased liquidity risk.

***Lufthansa Group is exposed to risks arising from armed or political conflicts, including the Russia-Ukraine Conflict and escalation in the Middle East.***

Lufthansa Group is significantly exposed to adverse developments of the political, geopolitical and economic landscape, as any such development can adversely affect demand and conditions for air travel between different countries. Any changes in the political and geopolitical conditions could require Lufthansa Group to cancel additional flights or services temporarily or indefinitely, including as a result of trade restrictions. Furthermore, the ongoing conflict between Russia and Ukraine (the "**Russia-Ukraine Conflict**") and the escalation in the Middle East, and continuing tensions between China and Taiwan have created uncertainty regarding the development of the world economy, the airline industry and Lufthansa Group.

Potential financial losses could result from primary effects of such conflicts, such as not being able to fly over certain regions or countries or to particular destinations, but also from significant secondary effects, including a fall in passenger numbers, higher insurance premiums or unavailability of insurance cover, higher operating costs (including but not limited to fuel costs) due to airspace closures or more stringent statutory security requirements.

Furthermore, any effects resulting from armed conflicts could be exacerbated by an expansion of such conflicts into other countries. For example, the Russia-Ukraine Conflict and the related sanctions, including potential countermeasures, could continue to negatively affect the development of the global economy, the prices of important energy sources such as oil and gas, and the availability of Russian airspace for overflights. In particular, the Russia-Ukraine Conflict has triggered a significant increase in the price of oil and volatility could remain high due to the conflict. Although Lufthansa Group uses standard financial market instruments to hedge against the impact of price fluctuations for a portion of its expected fuel requirements, such measures may prove to be inadequate to protect against rising prices.

In addition, Lufthansa Technik's MRO services to Russian customers, including components and engine services but also repair and maintenance services of Russian aircraft, are currently restricted due to the imposition of sanctions. Lufthansa Technik immediately stopped all services for Russian customers when the sanctions were imposed. Further destabilisation of the region and continued tensions between Russia and the member countries of NATO and the EU could lead to further uncertainty and risks in the medium and long term.

In addition, the ongoing escalation in the Middle East led to the temporary suspension of flights to Tel Aviv, Beirut, Amman, Teheran and Erbil in the year 2024, as well as to temporary airspace closures in the region. The ongoing conflict in general has created further uncertainty regarding the price of fuel.

***Flight cancellations could cause Lufthansa Group to lose take-off and landing slots at the airports where it operates.***

As a result of flight cancellations by the Passenger Airlines, take-off and landing slots that Lufthansa Group is required to operate with scheduled services might be lost.

According to Article 10 of the Slot Allocation Regulation, air carriers, such as the Passenger Airlines, are subject to the "80/20 rule" (the "**80/20 Rule**"). Under the 80/20 Rule, air carriers must use at least 80% of each slot series at European airports that are designated as coordinated (i.e., where an airport's capacity is determined to be insufficient to meet demand for slots). An air carrier's failure to use the required number of slots may cause it to lose them to a competitor in the following scheduling period.

The European Commission has begun the consultation process for a fundamental revision of the Slot Allocation Regulation, but the timing for any legislative initiatives remains unclear. The scope and contents of any such reforms will depend on the results of consultations. The slot rules applicable to competitors in non-EU jurisdictions may provide more favourable conditions to such competitors, placing Lufthansa Group at a disadvantage.

Any loss of slots could jeopardize network structures that have been established over decades and that are the base of Lufthansa Group's flight operations. Lufthansa Group's profitability could be negatively affected especially if these slots are taken over by competitors that start to operate on the same routes offering a competitive pricing. Furthermore, in an attempt to retain slots, Passenger Airlines may have to operate flights with low passenger loads, which would negatively affect the profitability of such flights.

***Lufthansa Group is exposed to adverse developments in relation to its customer stream resulting from its various joint venture arrangements and its membership in the "Star Alliance."***

Lufthansa Group is party to numerous interline, codeshare (i.e., marketing agreements pursuant to which one airline operates a flight and whereby other airlines can, in their own name, also sell their own tickets for such flights) and joint business agreements under which Lufthansa Group markets and cross-sells ticket and cargo capacities to offer customers more travel options and seamless transfers. In addition, many of the international flights Lufthansa Group operates include passengers transported through cooperation agreements, predominantly with other Star Alliance member airlines. Lufthansa Group derives significant benefits, including enhanced international market access, additional passengers and increased brand recognition, from its membership in the Star Alliance and from co-operations with other partner airlines.

The frameworks and requirements in relation to Lufthansa Group's joint venture, codeshare offerings as well as interlining- and inter-carrier agreements are increasing in their complexity. Lufthansa Group is required to continuously review and re-negotiate revenue-sharing agreements and compliance as well as coordinate between its partner carriers. Ultimately, Lufthansa Group's financial condition and results of operations could be negatively affected, including by an increasing exposure to a disproportionate interest in the gains or losses

generated under any of the aforementioned or similar types of agreements and any failure to effectively manage the increased complexity thereof.

Lufthansa Group is a founding member of the Star Alliance and participates in various cooperative and commercial joint venture arrangements. The majority of joint venture agreements to which Lufthansa Group is a party provide for the sharing of profits and losses on these flights. Therefore, Lufthansa Group's results of operations, cash flows and financial condition could be materially affected by negative effects associated with such profit and loss sharing agreements, including if a partner airline generates lower revenue or has a higher cost base than Lufthansa Group does, or if a partner airline terminates a cooperation agreement that is profitable for Lufthansa Group.

The Star Alliance may not be successful in competing with other airlines or airline alliances in the future. Other airlines or alliances acting in the context of joint venture agreements could establish new or reinforce existing market positions through mergers, reorganizations or otherwise. Ultimately, certain advantages that Lufthansa Group derives from its membership in the Star Alliance could be reduced or eliminated. Accordingly, any significant adverse developments affecting the Star Alliance, such as one or more principal members leaving the Star Alliance, whether voluntarily (such as Scandinavian Airlines' exit from the Star Alliance in August 2024) or as a result of bankruptcy proceedings, or a consolidation with a member of a competing alliance, any loss of market share or appeal to passengers as a result of changes to its membership composition, particularly in the United States, China and India, could have a material adverse effect on Lufthansa Group's network and its offering of destinations through connecting flights. In particular, Lufthansa Group expects that any such event would also increase customers' tendency to choose an airline other than Lufthansa Group that offer(s) the benefits associated with the membership of another airline alliance or desired destinations.

Additionally, Lufthansa Group relies on positive brand recognition to attract customers. Lufthansa Group's brands could be harmed by the actions of one or more members of the Star Alliance or partner(s) under joint venture or similar agreements. 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 position as a member of the Star Alliance could materially adversely affect Lufthansa Group's ability to market its services and attract and retain customers.

***Demand for air transportation may decline due to competition from alternative means of transportation, alternatives to business travel and changes in the applicable legal framework or consumer behavior.***

In densely populated countries and regions in which Lufthansa Group operates, such as Germany and Central Europe, Lufthansa Group faces increasing competition from alternative means of transportation, in particular high-speed trains. With the railway network as a whole and an increase in frequencies, routes that have traditionally been served by Lufthansa Group have become more competitive. Among others, passengers who book rail-and-fly tickets, i.e., tickets which include a train journey replacing a typically domestic or neighboring-country flight segment and which are also sold by the Passenger Airlines, may choose to increasingly rely on train travel within Germany or neighboring countries and, ultimately, contribute to a decrease in demand for shorter-distance domestic or neighboring-country flights. Any such decrease in passenger numbers as a result of increased high-speed rail transport service offerings could adversely affect the demand for Lufthansa Group's business activities.

In addition, Germany and other European countries are generally supportive of a further expansion of rail transport, particularly in the high-speed sector. Lufthansa Group is exposed to risks in connection with a shift of customer preferences and political support on national and European levels, including as a result of public opinion. Ultimately, any shift of interest could result in or be driven by direct or indirect subsidies for rail travel, coach transport services or other direct or indirect measures aimed at achieving a reduction of short-distance air travel (for example, due to changes in tax or environmental regulations), and could have a material adverse effect on Lufthansa Group's business and results of operations.

A significant amount of Lufthansa Group's revenue is generated by business travellers. Lufthansa Group may lose a significant share of its business travel customers, including as a result of the further expansion of rail transport. Lufthansa Group also faces increasing competition from alternatives to business travel. Video conferences have become broadly accepted as a viable alternative to in-person meetings, even following the repeal of travel restrictions, which has further accelerated the shift away from in-person meetings and is expected to permanently lower the demand for business travel.

Moreover, air transportation may be perceived as one of the most environmentally unfriendly methods of travel and transport, in particular in terms of carbon emissions. The demand for Lufthansa Group's business activities is highly susceptible to flight shaming, which includes an increasing public and political sensitivity on environmental issues, in particular in relation to carbon emissions and climate change in general in the context of air transportation, particularly domestic travel. Air travel is increasingly perceived as a driver for climate change. As a result of significant carbon emissions associated with the airline industry, public discussion tends to express a view that air travel should be reduced and, in particular in relation to domestic flights, be replaced by alternative, more environmentally conscious methods of transportation. In addition, protests against climate change at several German airports have also sought to increase public awareness of the impact of air travel on the environment further. Ultimately, any changes of the applicable legal framework or increased sensitivity in relation to environmental issues could result in a decrease of demand for air travel and, therefore, revenue generated from air transportation. Against this background, Lufthansa Group may also be required to reduce certain short-haul flights or discontinue such flights entirely.

***Lufthansa Group is exposed to adverse developments in relation to the sourcing of jet fuel, in particular its availability and price, the applicability of tax exemption regulations for jet fuel and its related fuel hedging activities.***

Lufthansa Group depends on its ability to source sufficient volumes of jet fuel at acceptable prices and, moreover, to successfully hedge against fluctuations in jet fuel prices. Due to the highly competitive nature of the airline industry, Lufthansa Group may not be able to pass increases in jet fuel prices on to its customers, and any increases in jet fuel costs or disruptions in fuel supplies could have a material adverse effect on Lufthansa Group's operations and, in consequence, its cash flows, financial condition and results of operations.

Jet fuel prices and availability have historically fluctuated widely, and are expected to continue to fluctuate in the future as a result of the level of economic activity, the rate of economic growth, political events, weather conditions, refinery outages or maintenance and the coordinated pricing decisions of producer cartels, such as the Organization of Petroleum Exporting Countries (OPEC), as well as speculative trading activity regarding the price, as well as subsequently in the jet fuel price, of oil. The Russia-Ukraine Conflict, rising escalation in the Middle East and related uncertainty regarding global oil and gas supplies has caused volatility in both crude oil and jet fuel prices, at times resulting in significant increases in Lufthansa Group's fuel cost. Such conflicts can also impact the production of jet fuel, causing refineries to shift capacity to the production of crude oil derivatives that trade at a premium, such as diesel. It therefore cannot be ruled out that supply shortages may occur at certain airports. While Lufthansa Group seeks to reduce this risk at its hubs by maintaining a broad and diversified supplier network, Lufthansa Group may not be able to source sufficient jet fuel at some more remote airports in the network. This may lead to increased cost and weight limitations, as the necessary fuel has to be brought in on the outbound flight, or even lead to the cancellation of certain destinations, impacting the ability of Lufthansa Group to offer the full network.

Lufthansa Group's operational and financial planning measures include a hedging policy. Lufthansa Group uses standard market instruments for fuel hedging and hedges fuel price risks mostly with option structures on gas oil and crude oil. Due to general economic uncertainties, there can be no assurance that Lufthansa Group's hedging measures will be sufficient and will not ultimately negatively affect Lufthansa Group's financial position. In the event that Lufthansa Group does not adequately or successfully hedge its fuel price exposure, a significant change in fuel prices could significantly affect Lufthansa Group's results of operations.

Despite its hedging policy, Lufthansa Group has to rely on being able to pass on sustainable price increases to customers through higher ticket prices over time as the existing hedges expire. The degree to which this is possible is highly dependent on the strength of demand, the competition on certain routes and the development of the purchasing power of consumers. To the extent that Lufthansa Group is unable to pass on jet fuel cost increases to customers or, where such increases occur subsequent to the fixing of a selling price to a customer, an increase in costs will have a negative impact on its results of operations.

Moreover, regulations aimed at repealing tax exemptions on kerosene and proposed regulation introducing a gradually increasing mandatory minimum share of sustainable aviation fuels at airports located in the European Union may be enacted at the level of the European Union or in Germany. The elimination of such tax exemption and the proposed mandatory minimum share of sustainable aviation fuels requirement might result in

disadvantages compared to Lufthansa Group's competitors operating outside Europe and could lead to a substantial increase in Lufthansa Group's jet fuel costs.

***Lufthansa Group's profitability depends on its ability to accurately estimate capacity development, in particular with a view to commitments in binding aircraft orders, which could ultimately prove less profitable than originally anticipated.***

Lufthansa Group's transport capacity, both in terms of passengers and cargo, is a significant driver for Lufthansa Group's results of operations and, ultimately, profitability. Typically, a significant portion of Lufthansa Group's capital expenditures relate to primary investments in down payments and final payments for aircraft, aircraft components, and aircraft and engine overhauls. Due to the long delivery lead-time, aircraft orders are based on long-term estimates and forecasts which ultimately may prove to be inaccurate or incorrect and, moreover, subject to significant general uncertainties. Capacity development predictions underlying these orders may turn out to be incorrect. There can be no assurance that the capacity development estimates and predictions underlying the anticipated demand for air transportation by the time of the respective aircraft deliveries were based on an accurate or thorough pattern of assumptions or facts.

Following a significant reduction of its fleet due to the COVID-19 pandemic, Lufthansa Group is in the process to increase the number of aircraft in its fleet to meet expected growth in demand for air travel. However, demand for passenger air transport remains very difficult to predict and Lufthansa Group, as a result of its early aircraft retirement on the one hand and delay in aircraft delivery on the other hand, is and will continue to be exposed to the risks of adverse effects caused by structural over- or under-capacity and a negative effect on Lufthansa Group's ability to operate its core business.

Simultaneously, any of the aircraft which Lufthansa Group ordered or may order in the future could prove to be less profitable than expected, including due to its inability to realize the utilization or revenue targets that Lufthansa Group originally envisaged to achieve in connection with these aircraft investments. Moreover, if any of the aircraft Lufthansa Group ordered exceed estimated operating costs or do not meet envisaged technical performance levels or environmental standards, Lufthansa Group would be unable to utilize this aircraft as planned or at all.

In addition, any delays in the deliveries of the aircraft Lufthansa Group ordered and a delay in or cancellation of their commercial introduction may result in the forfeiture of market demand and, in turn, negative impact on Lufthansa Group's revenue generation. Moreover, any newly-introduced aircraft which Lufthansa Group has ordered and that have not yet entered the commercial use phase may be subject to delays and grounding orders by the relevant authorities or manufactures. In particular Lufthansa Airlines is affected by delays of deliveries of long-haul new technology. Such delays have a significant negative impact on Lufthansa Airlines' earnings. Currently it is anticipated that the annual earnings decrease for the entire Lufthansa Group could sum up to a three-digit million amount due to the fact that keeping older aircraft in service for longer periods results in lower revenue potential and increased operating costs.

***Lufthansa Group may be unable to implement additional cost-saving measures as well as operational and business improvement programs or to ultimately achieve any cost savings anticipated thereunder.***

Lufthansa Group maintains a consistent focus on the improvement of its operations and cost efficiency and revenue quality through relevant projects, initiatives and programs aimed at such improvements. However, structural challenges in a competitive market environment such as high exposures to the Asian market and corporate travel have required Lufthansa Airlines to take specific measures. In 2024, Lufthansa Airlines initiated its efficiency program "Turnaround". The program is aimed to increase efficiency, reduce complexity and improve quality. Measures taken under this program include efficiency increases by optimizing Lufthansa Airlines' network, closing productivity gaps and increased use of automation. Lufthansa anticipates that the "Turnaround" program has a gross effect on Adjusted EBIT of up to EUR 1.5 billion by 2026.

If any of the projects or initiatives undertaken by Lufthansa Group in an effort to increase cost efficiency or achieve profitability, as well as any related change management measures, is not successful and the targeted cost savings and other improvements cannot be realized, Lufthansa Group's results of operations could be adversely affected. Even if Lufthansa Group achieves the expected benefits, they may not be achieved within the anticipated timeframe. The cost savings anticipated by Lufthansa Group are based on estimates and assumptions made by it that are inherently uncertain, although considered reasonable by Lufthansa Group, and

may be subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and a number of which are beyond Lufthansa Group's control. As a result, there can be no assurance that such cost efficiency measures as well as related change management measures, cost savings and operating improvements will be achieved or still be sufficient to meet communicated targets.

***Lufthansa Group may be adversely affected by aircraft accidents and similar disasters, design defects, operational malfunctions and significant losses from safety incidents.***

Lufthansa Group risks suffering adverse effects and significant losses if an aircraft is involved in an incident, an accident or is lost, including as a result of design defects, operational malfunctions, human error or wrongdoing or similar safety incidents.

Incidents and wreckages may be caused by any number of factors, whether individually or in the aggregate and including, but not limited to, human error or wrongdoing (including terrorist attacks and acts of sabotage), technical, human or design failures, operational malfunctions and deferred maintenance as well as similar events. The occurrence of any incident in relation to Lufthansa Group's fleet, resulting in an accident or the grounding of such aircraft or type of aircraft would adversely affect Lufthansa Group's revenue, operations, reputation and customer confidence. The risk pertaining to such problems and accidents exposes Lufthansa Group to the incurrence of unexpected costs in the form of passenger claims, repair and replacement costs and losses connected to any public perception in relation to the safety or reliability of Lufthansa Group's fleet, which could ultimately cause air travellers to be reluctant to use Lufthansa Group's aircraft and, hence, ultimately poses a material risk to Lufthansa Group's ability to generate revenue. For example, on 24 March 2015, an Airbus A320 of Lufthansa Group's subsidiary Germanwings operating under the call sign 4U9525 crashed north-west of Nice in France, which resulted in the loss of 150 lives.

In particular, there can be absolutely no assurance that the insurance coverage available to or obtained by Lufthansa Group would be adequate to cover costs or losses resulting from the occurrence of such an event, if available at all. Lufthansa Group may be obliged 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, for example, be the case if any of Lufthansa Group's insurers was unwilling or unable to pay out contractual compensation or if losses were to occur that exceed insurance coverage.

Any incidents involving aircraft and comparable disasters, whether in relation to Lufthansa Group, the Star Alliance or other joint ventures to which Lufthansa Group is a party, could tarnish its reputation and, thereby, ultimately result in an indefinite decline in demand for Lufthansa Group's services. Moreover, due to the heightened public sensitivity and media attention related to major incidents commonly reported internationally and the effects on its customers' confidence in Lufthansa Group and the aircraft operated by it, Lufthansa Group could be exposed to additional material risks from a general decline in demand for its flights and products and ultimately incur significant losses.

***Lufthansa Group is dependent on the resilience and uncompromised operation of its reservation, data processing, technology and management systems as well as those operated by third parties.***

Lufthansa Group's business operations are dependent on the suitability, reliability, resilience and durability of its technology platforms, systems and processes, including automated systems and third-party infrastructure that Lufthansa Group sources. In order for Lufthansa Group's operations to work efficiently, its information technology ("IT") systems, including communications and logistics systems, must be able to accommodate a high volume of traffic, maintain secure information, dispatch flights and deliver flight information, issue electronic tickets and ultimately process critical financial and non-financial information in a timely manner.

Additionally, Lufthansa Group is outsourcing the operation of certain IT systems to third parties and are dependent on the performance of such third parties. Any poor performance by a third party will expose Lufthansa Group to the risk that it will not be able to operate its IT systems effectively or at all. Furthermore, Lufthansa Group is dependent on the availability of passenger service systems used by travel agents and sales partners, including through third parties, such as those indirectly linked to Lufthansa Group through the Star Alliance.

Lufthansa Group faces both significant external cyber-attack threats and internal risks to its data, IT and software systems. Besides in-place mitigation measures, Lufthansa Group's data and systems may be vulnerable to theft,



payment fraud, loss, damage and interruption due to unauthorized 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. Cyber-attacks, IT or software failures could also force Lufthansa Group to partly or entirely ground aircraft or shut down its operations for a temporary or prolonged period.

Lufthansa Group has experienced and is exposed to an increasing risk that individuals or groups (including, in particular, criminals, foreign governments, competitors and new entrants to the market) attempt to disrupt the availability, confidentiality, integrity and resilience of its IT systems or IT systems Lufthansa Group relies on and which have access to and store Lufthansa Group's customers data, such as within the Star Alliance program. This, in turn, could disrupt key operations, including Lufthansa Group's passenger service systems, make it difficult to recover critical services, damage assets and compromise the integrity and security of both corporate and customer data.

Furthermore, Lufthansa Group is exposed to the risk that events short of a targeted attack on its IT infrastructure could disrupt such infrastructure and, consequently, air traffic. In February 2023, for example, drilling work next to a railway in Frankfurt disrupted several Lufthansa computer systems, as a result of which about 250 flights were cancelled.

***Lufthansa Group is exposed to risks associated with breaches of GDPR compliance, which Lufthansa Group particularly faces in connection with cyber security breaches.***

As part of Lufthansa Group's operations, Lufthansa Group retains a significant amount of personal data it receives from its customers, employees and business partners, any of which may be subject to certain data protection regulations in the European Union and elsewhere. Lufthansa Group collects, stores and processes personal data, including credit card numbers, booking data and other personal information, as well as data in connection with Lufthansa Group's Miles & More program. With respect to the European Union, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), which is applicable to all European Union member states since 25 May 2018, has increased the financial and reputational implications Lufthansa Group faces following any breach related to personal data, especially any breach of its IT systems or those of third-party suppliers. The GDPR imposes substantial worldwide obligations on the processing of personal data and competent authorities may impose significant fines and demand remedial measures for violations. Security breaches could also impact compliance with GDPR requirements.

Lufthansa Group, as well as third parties with whom Lufthansa Group contractually engages for the provision of related services, collect, store and process personal data of its customers, employees and business partners throughout the world. Lufthansa Group and any of its business associates may experience a breach of security under the GDPR and/or other similar applicable laws (together the "Data Protection Laws") leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. Lufthansa Group and any of its business associates may also be exposed to significant risks by any other unauthorized use of personal data or any violation of Data Protection Laws. Data Protection Laws continue to develop globally and may differ from jurisdiction to jurisdiction, which increases the complexity and costs of Lufthansa Group's global data protection and security compliance programs.

If personal data were processed, stored or made available to third parties in violation of applicable Data Protection Laws or if a third party were to misappropriate such information, Lufthansa Group's reputation could be harmed, Lufthansa Group could become subject of regulatory action, proceedings and/or fines and data subjects such as customers could bring legal claims against Lufthansa Group. Under the GDPR alone, national authorities may levy significant fines for non-compliance of up to EUR 20 million or up to 4% of Lufthansa Group's annual global turnover.

Moreover, data security and the protection of personal data has become a topic of heightened sensitivity, especially as a result of the GDPR. Ultimately, Lufthansa Group faces reputational and financial risks arising from violations of Data Protection Laws, data theft and failure of any of its IT systems.

***Lufthansa Group is dependent on the strength of its brands and the brands it is associated with and its reputation is exposed to risks related to any damage thereof.***

Lufthansa Group's reputation and brand names have contributed significantly to its market position. Accordingly, Lufthansa Group is dependent on the strength of its brands and those associated with its business.

Lufthansa Group's ability to attract bookings depends on the public recognition of its brands including, in particular, of the Passenger Airlines and Miles & More. Lufthansa Group's brands are, and will continue to be, vulnerable to adverse market and customer perception. Reliability, including on-time performance, is an integral element of the brands and of each customer's experience. Unreliable operational performance or an inability to react to customer expectations as a result of routine and ongoing disruption could negatively affect customer satisfaction and perception of Lufthansa Group's brands.

Following the COVID-19 pandemic, Lufthansa Group as well as its service providers had reduced staff. While the aviation industry has recovered faster than expected from COVID-19, Lufthansa Group as well as its service providers need to rehire employees, given the current shortage of staff on the ground as well as in the air. Current staff shortages can lead to flight cancellations or delays and handling difficulties at the airport. If Lufthansa Group and, in particular, any of its Passenger Airlines, are unable to provide, on a consistent basis, the level of services associated with its brands, including in relation to booking, in-flight experiences, cleanliness and hygiene, the reputation of its brands could be adversely affected.

Moreover, the reputation of any of Lufthansa Group's brands could be adversely affected if Lufthansa Group, or any corporation or association with which Lufthansa Group is associated, fails to maintain ethical, social or environmental sustainability practices, or if customers negatively perceive Lufthansa Group's strategy or approach to environmental, social and governance issues, including, in particular, greenhouse gas emissions, employee and union relations and general corporate responsibility. The value of Lufthansa Group's brands could also be negatively affected by external factors outside of its control, including changes in applicable regulations related to the aviation industry and resulting changes in the perception of its brands.

***Any increase in fees related to air traffic control, airport, passenger and take-off and landing, as well as the costs Lufthansa Group incurs to ensure air traffic security, may result in additional costs and ultimately increase Lufthansa Group's operating expenses.***

Airport, passenger and landing fees, as well as security charges and initiatives represent a significant share of Lufthansa Group's operating costs. However, air traffic control, airport, passenger and take-off and landing fees, as well as security charges are costs that are not subject to individual negotiations but, for example in Germany, are subject to the approval of regional or national aviation authorities. Lufthansa Group may be and partly already is subject to increased fees and charges. Any future increases of fees and charges may be significant and there is no assurance that Lufthansa Group will be able to recharge such significantly increased fees and charges to its customers, which could negatively affect its margins. In particular, airport infrastructure providers as well as air navigation service providers have increased fees and charges to recover losses incurred as a result of the outbreak of the COVID-19 pandemic and could seek to increase fees and charges further. Additionally, Lufthansa Group is exposed to the risk that new fees and charges could be implemented for an unforeseeable number of other reasons, including if airport, noise, emission or landing charges and fees were to be levied based on environmental criteria such as aircraft noise or emission levels, if airlines were forced to assume additional security responsibilities.

If a terrorist attack or safety incident were to occur within the aviation industry and, in particular, at an airport, security regulations worldwide could be further tightened. In addition, security charges or other costs arising from additional security measures at airports in any of the markets in which Lufthansa Group operates, including in the United States, could increase further. However, the degree to which increases in fees related to air traffic control, airport, passenger and take-off and landing as well as costs incurred in connection with air traffic security cannot be predicted.

***Demand for Lufthansa Group's MRO and other non-carrier services are highly susceptible to the demand for air transportation and adverse economic developments.***

In addition to passenger and freight transport services, which Lufthansa Group conducts under its Passenger Airlines and Logistics business segments, Lufthansa Group generates a significant share of its revenue from the provision of services not directly related to air transport services, namely under Lufthansa Group's MRO business segment.

In addition to servicing Lufthansa Group's fleet, Lufthansa Group provides MRO services to many customers worldwide, including other airlines, original equipment manufacturers, aircraft leasing companies and operators of VIP jets through Lufthansa Technik. Any mid- or long-term decline in demand for air transportation, whether in relation to airliners, cargo or VIP jets will result in a decline of the use of aircraft and, ultimately, adversely affect demand for Lufthansa Group's MRO services.

Typically, aircraft owners and operators 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, however, as a result of a mid- or long-term downturn in economic developments or demand for aircraft transportation, fewer aircraft are required, demand and the price Lufthansa Group can charge for aircraft MRO services may deteriorate.

Ultimately, the demand and financial performance of Lufthansa Group's MRO and other non-carrier services are directly linked to the demand for air transportation and are adversely affected by a decline thereof as well as negative economic developments. Accordingly, the entirety of Lufthansa Group's revenue generating services is susceptible to a similar risk profile and a decrease in demand for its air transportation services may adversely affect the financial performance of Lufthansa Group's MRO business segment.

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

Demand for Lufthansa Group's services by passengers, in particular leisure travellers, varies over the course of the year, which causes Lufthansa Group's quarterly results to fluctuate significantly. During the winter months, Lufthansa Group's revenue is typically lower than in the rest of the year, which is generally reflected in lower operating results in the first and fourth quarters. Due to the effects of the COVID-19 pandemic and travel uncertainty, customers began booking flights with less lead time, which can negatively impact Lufthansa Group's working capital position and make financial planning for the year more difficult. In addition, the COVID-19 pandemic has significantly altered Lufthansa Group's historical seasonal patterns, as a lower share of business travellers has caused a higher share of revenues to be earned in traditional tourist seasons and more pronounced holiday peaks. Depending on the speed and level of recovery of business travel and the development of future infection waves, the patterns may be subject to greater uncertainty than prior to the COVID-19 pandemic.

***Lufthansa Group is dependent on its ability to adapt its workforce to a changing demand situation and any shift in international regulations.***

Lufthansa Group's business operations depend on the availability of a sufficient number of staff, including in relation to air passenger transport, where Lufthansa Group is required to staff and operate flights with varying numbers of minimum on-board personnel as required by international regulations, depending on the number of seats offered. Accordingly, staff costs contribute significantly to the expenditures associated with Lufthansa Group's operations and such costs have risen due to recent salary increases.

Following a partial restructuring of Lufthansa Group's employee base in connection with the COVID-19 pandemic, Lufthansa Group recruited a high number of employees in 2023 and 2024. However, Lufthansa Group may be unable to quickly or accurately adapt the size of its workforce to changing economic conditions and to the increasing customer demand and retain a highly motivated workforce during times of crisis in the future. In addition, the lingering effects of inflation could continue to make recruiting and retaining staff more expensive, as staff demand higher wages to catch up with the increased cost of living.

***Lufthansa Group is exposed to adverse developments of its joint ventures, divestments, acquisitions, and other investments.***

Lufthansa Group is exposed to a variety of risks associated with previous and future joint venture agreements, divestments, acquisitions and investments. The commercial success of any of these measures, in each case including, in relation to a financial upside potential for Lufthansa Group, next to the receipt of proceeds for divestments, the achievement of synergies and the reduction of costs, depends on a number of materially uncertain factors.

For example, Lufthansa Cargo Aktiengesellschaft (“**Lufthansa Cargo**”) and Deutsche Post Beteiligungen Holding GmbH agreed on a 50-50 joint venture, Aerologic GmbH (“**AeroLogic**”), which holds long-term flight services agreements with Lufthansa Cargo and DHL International GmbH. Additionally, Lufthansa Technik participates in numerous joint ventures, including with MTU Aero Engines AG and Rolls Royce plc. In May 2023, moreover, Lufthansa Group agreed to acquire a minority interest in Italia Trasporto Aereo S.p.A. (ITA Airways) with an option to acquire the remaining shares. The closing of this transaction is expected to occur in the first quarter of 2025 subject to the receipt of regulatory approvals. There can be no assurance that joint ventures, acquisitions or other investments that Lufthansa Group has entered into or may enter into in the future will yield any synergies, profits or other benefits.

Likewise, any previous or future decisions to divest any of Lufthansa Group’s subsidiaries or material business operations could fail to achieve the intended benefits such as the proceeds and subject Lufthansa Group to legal proceedings. Lufthansa Group’s recent disposals include the sale of the business operations of LSG Lufthansa Service Holding AG and its subsidiaries in 2019/2020 and 2023 as well as Lufthansa AirPlus Servicekarten GmbH in 2024. Share and asset purchase agreements relating to such disposals typically provide for representations and warranties, certain indemnification provisions as well as other provisions that could ultimately require Lufthansa Group to assume certain liabilities or otherwise indemnify the purchaser for certain liabilities, including pension liabilities, pensionable income, financing costs, litigation, administrative and insolvency proceedings as well as tax.

The aforementioned factors and other developments not known at the time of the entering into any joint venture agreement, any divestment, any acquisition and any other investment may not yield the benefits anticipated, be associated with higher-than-expected costs and result in litigation against Lufthansa Group, any of which could hamper its business operations and tie up significant management and staff capacity.

***Lufthansa Group is exposed to adverse developments relating to the occurrence of unforeseen events, in particular loss of revenue due to natural and man-made disasters that may not be covered by Lufthansa Group’s insurance policies.***

Lufthansa Group’s ability to manage its business activities with the required level of insurance coverage against the risk of losses from both natural and man-made disasters is dependent on, among others, the availability of insurance policies, their economic terms and the selected deductibles or self-retentions. Lufthansa Group’s insurance provides liability coverage for passengers, mail, cargo, product liability, third-party liability and hull damage. Since insurance companies continue to be reluctant to provide coverage, it is impossible for Lufthansa Group and other European airlines to effectively insure against business interruption losses caused by pandemics, airspace closure, certain natural disasters, such as volcanic eruptions, and official administrative grounding orders (airworthiness directives) for aircraft at commercially acceptable terms.

Lufthansa Group’s liability insurance for war and allied perils covers damages caused to third parties and passengers by its aircraft due to war and allied perils, including terrorist attacks. Insurance companies may stop providing coverage under such war 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 certain risks becoming insurable only to a limited degree or becoming completely uninsurable, or could result in lower limits being established for insurable losses. If insurers cease to offer war insurance or only offer such insurance to an extent that would no longer comply with mandatory insurance requirements, Lufthansa Group (and any other airline) could be unable to continue its flight operations unless a state guarantee or government indemnity is provided.

Additionally, the global reach of the business Lufthansa Group conducts through its international services and flights results in significant exposure to adverse changes in the international political landscape, as any such changes can adversely affect demand and conditions for air travel between different countries. This is particularly relevant in relation to changes in Europe, where Lufthansa Group conducts the majority of its business by number of flights. Ultimately, any change of demand in air travel that is not a consequence of an insured event is not covered by Lufthansa Group's insurance policies. Additionally, insurance premiums may substantially increase as a consequence of changes in the international political landscape, e.g. due to the Russia-Ukraine Conflict or the escalation in the Middle East.

### **Risks related to Lufthansa Group's financial situation**

***Lufthansa Group is subject to cost increases due to general inflation and volatility in fuel prices, which could negatively impact profitability if increased costs cannot be passed on to customers.***

Lufthansa Group is exposed to the risk of cost increases due to general inflation and price volatility, especially in relation to the price of fuel. While the rate of inflation has subsided, it still remains high. Lufthansa Group's costs have increased significantly and could continue to increase in the future. In addition to fuel costs, inflation resulted in increases in Lufthansa Group's other costs, such as staff costs, airport fees and air traffic control charges.

Lufthansa Group may be unable to pass cost increases on to its customers for a number of reasons, including increased competition in the airline industry, particularly if capacity continues to re-enter the market. Furthermore, inflation negatively affects economic growth and customers' purchasing power, which could result in declining demand for air travel generally or cause customers to switch to low-cost airlines. Because passengers often purchase tickets in advance of their travel, moreover, significant rapid increases in costs may result in the fare charged not covering such increases. Lufthansa Group's profit margins would be negatively affected to the extent that it is unable to pass increased costs on to its customers.

***Fluctuations in currency exchange rates and interest 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 revenue, and incurs a substantial portion of its operating expenses, in foreign currencies, especially the U.S. dollar, Chinese renminbi, the Swiss franc, British pound sterling, the Japanese yen and the Indian rupee. In addition, Lufthansa Group holds interests in a series of companies, especially in the Passenger Airlines 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 may also affect the value of any contributions that its 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 it 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 U.S. dollars. Therefore, Lufthansa Group's ability to use cash received in a currency other than the Euro or U.S. dollars to service its debt or capital expenditure commitments could be adversely affected by changes in exchange rates against the U.S. dollar or Euro. Further, all of Lufthansa Group's aviation fuel expenses are denominated in U.S. dollars.

Lufthansa Group is subject to significant exposure to currency fluctuations, including the exchange rate of the Euro and the U.S. dollar, and has implemented a policy of hedging such currency risks. However, there is no assurance that Lufthansa Group's existing currency hedging arrangements fully protect it against currency fluctuations or may otherwise reduce or negate the benefit Lufthansa Group is able to derive from positive changes in exchange rates. If Lufthansa Group's hedging policy proves unsuccessful, it could have a material adverse effect on its business and financial position.

A significant amount of Lufthansa Group's financial liabilities bear interest at floating rates. 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 expenses will increase, in which case it may have difficulties making interest payments and funding its other fixed costs, and its cash flow available for general corporate purposes may ultimately be adversely affected. While

Lufthansa Group has hedging strategies in place, it might still be the case that Lufthansa Group's existing interest rate hedging arrangements do not fully protect it against interest rate fluctuations.

***Lufthansa Group is dependent on its ability to obtain sufficient funding to continue its business activities.***

Lufthansa Group requires significant funds to operate its business such as for the acquisition of additional aircraft, the replacement of existing aged aircraft, the refinancing of existing obligations as they fall due and to finance its general business activities.

Lufthansa Group has significant financial borrowings and may be unable to partially or fully repay such borrowings as they fall due. The amount of debt Lufthansa Group incurs directly affects its financial condition and liquidity. Any inability to maintain its liquidity could expose Lufthansa Group to risks related to the delay or default of payments under its indebtedness. Additionally, Lufthansa Group's assumptions and expectations regarding its ability to satisfy its current and non-current financial liabilities are based on forecasts of Lufthansa Group's cash flows and liquidity needs for the short- and mid-term future. Due to the number of underlying assumptions and individual uncertainties in relation thereto, Lufthansa Group may be exposed to a significantly lower cash flow than expected, forecasted or required to operate its business.

Any adverse change in general market and financing conditions may negatively affect the investment and credit appetite and ultimately make it more difficult for Lufthansa Group to obtain financing. Lufthansa Group's inability to obtain or borrow sufficient funding at economically reasonable terms could make it impossible for Lufthansa Group to meet its financing needs and materially increase its liquidity risk. In addition, if Lufthansa Group is unable to secure financing for the acquisition of new aircraft, it could be unable to renew its aircraft fleet and, ultimately, be required to operate an older fleet of aircraft which are typically less energy- and cost-efficient and less attractive to its customers.

***Lufthansa Group may be unable to maintain adequate liquidity.***

Lufthansa Group has a significant amount of financial leverage and substantial non-cancellable commitments for capital expenditures, including the acquisition of new aircraft and related spare engines. In the future, Lufthansa Group may be unable to maintain adequate liquidity to operate its business. For example, Lufthansa Group's liquidity was negatively affected as a result of the COVID-19 pandemic and Lufthansa Group was exposed to a substantial cash outflow as customers sought refunds for cancelled flights.

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 a number of risks. These include volatility in the price of fuel, adverse economic conditions, public health crises, armed conflicts, rating downgrades, disruptions in the global capital markets, catastrophic external events or the failure in whole or in part of Lufthansa Group's measures and programs to improve earnings and reduce costs.

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 or comply with other material provisions of its contractual obligations, including, for example, covenants in relation to its credit card processing, Lufthansa Group could become subject to a variety of adverse consequences, including the acceleration of debt, having to provide reserves under credit card processing agreements, the withholding of credit card sale proceeds by its credit card service providers and the exercise of other remedies by its creditors. 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. Any such developments could result in a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

***Any rating downgrade could impair Lufthansa Group's ability to raise financing.***

As of the date of this Prospectus, the Issuer holds the following corporate ratings: Standard & Poor's (BBB-) with a "stable" outlook, Moody's (Baa3) with a "stable" outlook, Scope (BBB-) with a "positive" outlook and Fitch (BBB-) with a "stable" outlook. Additionally, the Issuer's senior unsecured debt holds investment grade ratings from Standard & Poor's (BBB-), Moody's (Baa3), Scope (BBB-) and Fitch (BBB-).

There is no assurance that Lufthansa Group's credit rating could not be downgraded at any time by any rating agency, in particular, if Lufthansa Group's operating cash flows or other financial indicators, including financial debt or pension obligations, fall short of or exceed targets and expectations. Downgrades of any of Lufthansa Group's ratings may have a material adverse effect on the cost and availability of financing or refinancing opportunities and could significantly adversely affect the willingness of business partners to conduct business with Lufthansa Group. For example, if Lufthansa Group's credit ratings were downgraded, Lufthansa Group may face difficulties in finding counterparties for Lufthansa Group's hedging transactions or may be required to fully cash collateralize these transactions with a corresponding negative effect on its liquidity. In addition, the downgrading of Lufthansa Group's credit ratings 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.

Moreover, if Lufthansa Group's ratings are downgraded, Lufthansa Group may only be able to meet its financing and refinancing requirements on significantly less-favorable terms, for example at higher interest rates or with additional collateral requirements or not at all. This also applies to current funding instruments, which provide for interest step-ups (based on a rating grid) in case of rating events or similar provisions with negative funding impact in the form of direct or indirect increased costs of funding for Lufthansa Group. Furthermore, downgrades in the credit ratings assigned to Lufthansa Group may also lead to negative impact concerning the participation in governmental stimulus packages and/or measures introduced by central banks.

***Lufthansa Group's pension obligations could substantially increase and exceed the provisions it has recognized for these obligations in its consolidated financial statements.***

Lufthansa Group has significant pension obligations towards its employees. Lufthansa 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 its employees relate mostly to pension obligations in Germany, Switzerland and the United States. Various commitments have been made to different groups of employees. The defined-benefit pension obligations are predominantly covered by pension funds or insurance and the remaining part 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 were to deviate from these assumptions, or if actuarial assumptions change, particularly in relation to discount factors, 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 Lufthansa Group.

Additionally, 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 International Accounting Standard 19 *Employee Benefits*. 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.

To lower the balance sheet risk from evaluations of the pension liabilities Lufthansa Group implemented a Liability-Driven-Investment (LDI) strategy, over the course of the last one and a half years, in its biggest defined benefit pension plan, covering the defined benefit pension provisions of Lufthansa, Lufthansa Cargo and Lufthansa Technik. As of June 2024, the implementation has been finalized, with an interest rate hedge ratio of 75%.

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

Lufthansa Group generates a significant portion of its revenue from a comparatively small number of customers in its Logistics and MRO business segments. In addition, 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 fleet of aircraft and their operations with companies such as Delvag Luftfahrtversicherungs AG, one of its subsidiaries, 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, including the MRO business segment, the advance performance of services to customers is significant.

As a result of Lufthansa Group's contractual partner structure, 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 required amounts when due. In addition, a reduction or elimination of demand for Lufthansa Group's services by a key customer due to insolvency could lead to a decrease in revenue. Lufthansa Group has been and may in the future be unable to recover considerable amounts owed to Lufthansa Group by contractual partners that are subject to insolvency, restructuring or liquidation proceedings. Such developments could adversely affect Lufthansa Group's cash flows, financial condition and results of operations.

***Lufthansa Group is required to make estimates, assumptions and judgments, applying substantial discretion, when preparing its consolidated financial statements, which could prove to be materially incomplete or inaccurate, requiring it to record additional impairments.***

The preparation of Lufthansa Group's consolidated financial statements in accordance with IFRS requires making estimates, assumptions and judgments that ultimately affect its results or consolidated financial statements. Some of these estimates, assumptions and judgments are critical due to the high degree of uncertainty of the relevant parameters at the time they are used. The discretion and optionality available when making such decisions could, if such estimates, assumptions and judgments would turn out to be incomplete or inaccurate, materially impact Lufthansa Group's results or financial statements. This applies, in particular, to the following items: (i) revenue recognition and valuation of contractual liabilities, (ii) valuation of goodwill and aircraft, (iii) valuation of equity investments, (iv) repairable spare parts and inventories, (v) recoverability of deferred tax assets, (vi) pension obligations, (vii) trade receivables and (viii) accounting for obligations under customer loyalty programs and unused flight documents.

While the planning period generally is between three and five years, Lufthansa Group also assessed certain positive and negative indicators, such as the restructuring and re-dimensioning of Lufthansa Group's business or expected challenges resulting from climate change, and assuming a utilization period of more than 10 years for tax losses carried-forward (including the temporary braking effects as a result of the German minimum profit taxation) and particularly for deductible temporary differences on pension provisions subject to their duration. This prolonged planning period is susceptible to increased uncertainty and, therefore, the estimates, assumptions and judgments made to determine the relevant indicators affecting the value of Lufthansa Group's deferred tax assets and/or the planning period could prove to be inaccurate.

Additionally, the determination of the amount of any impairments under Lufthansa Group's accounting principles and policies with respect to tangible assets is based upon its periodic evaluation and assessment of known and inherent risks associated with the respective asset class. Lufthansa Group tests property, plant and equipment for impairment if events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the asset's recoverable amount or the recoverable amount of the asset's cash-generating unit has fallen below its carrying amount, impairment losses are recognized at the end of each reporting period.

### **Risks related to the airline industry**

***The highly competitive airline industry as a whole is 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.

Economic downturns or other developments could lead to the circumstance that leisure travellers either use other less expensive transportation or book flights increasingly in less expensive (and, therefore, less profitable) fare classes and 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. In addition, businesses typically reduce their travel budgets in an economic downturn, resulting in a decline in



demand for business travel by air. Furthermore, economic downturns could cause customers to opt for less expensive means of shipping cargo, reducing the demand for air cargo.

There is a high level of uncertainty regarding the global economic outlook. Significant downside risks originate from consequences of political uncertainty, including an increasing trend towards populism and armed conflicts, including the Russia-Ukraine Conflict and related sanctions against large parts of the Russian economy, as well as the escalation in the Middle East. Such developments have created significant risks to the global economy, especially by exacerbating volatility in certain commodities such as oil and gas. In addition, inflation may adversely impact the purchasing power of Lufthansa Group's customers and therefore decrease demand. While the impact of inflation has subsided, moreover, its lingering effects could continue to lead to increases in Lufthansa Group's costs, particularly as staff demand higher wages to catch up with the increased cost of living. The airline industry has also been affected by a ban on flights over Russian airspace, increasing travel time and associated costs, especially between Europe and Asia. In addition, a downturn in any of the world's major economies, such as China, Germany, the United Kingdom, the United States or any other market in which Lufthansa Group operates could also adversely affect the world economy.

The lower number of passengers in economic downturns leads to excess capacity in the passenger airline industry, which may result in increased competitive price pressure. The nature of its cost structure makes it difficult for Lufthansa Group to respond flexibly to the potential adverse effects of economic downturns and shocks. Flight operations have a high percentage of fixed costs per flight, including those related to fuel, labor costs, aircraft depreciation or lease rates, air traffic control fees and take-off and 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 revenue 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. However, reducing flight frequency through the cancellation of flights may decrease the demand for its services, as Lufthansa Group may no longer offer the necessary minimum flight frequency to its customers.

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

The European aviation market underwent, and is continuing to undergo, noticeable consolidation in the past years and is highly volatile. Ultimately, there can be no assurance whether the recent consolidation activities increase, including as a result of reduced valuations, or decrease rapidly, for example as a result of the increase in state-supported airlines.

In particular, due to the spread of COVID-19 and the insolvency of multiple airlines, shifts in market shares resulted in new market entries and stronger market positions of airlines which were previously not as active in Lufthansa Group's main markets. Although Lufthansa Group aims to play an active role in these consolidations, it cannot be excluded that Lufthansa Group may not be able to obtain assets such as aircraft as well as crew to increase or even keep its market share. Lufthansa Group's competitive position 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 the industry in which Lufthansa Group operates as a whole.***

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 cyber-attacks, sabotage, bioterrorism and new forms of terrorism, as well as war and riots, has a growing adverse effect on the global business and political environment and on Lufthansa Group's ability to operate across borders. Local as well as international conflicts, political tension but also terrorist attacks might negatively impact its business directly and indirectly. Any conflict, especially with regard to regions where Lufthansa Group provides relevant services or on which it depends to be provided with services might result in a material adverse effect on its operations and business as a whole.

The occurrence of such events could result in, for example, 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 Lufthansa Group's customers could have negative consequences, for Lufthansa Group's MRO segment.

Lufthansa Group could incur higher costs and reduced revenue as a result of additional security precautions, whether undertaken voluntarily or in accordance with regulatory requirements. In the event of armed conflicts, Lufthansa Group could be restricted to or decide not to fly to certain destinations or over certain areas, which would curtail its flight operations and route planning. For example, the airline industry has been affected by a ban on flights over Russian airspace, increasing travel time and associated costs, especially between Europe and Asia.

All of the aforementioned factors 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 outbreaks of disease and natural disasters including extreme weather conditions.***

Natural disasters, including extreme weather conditions, or outbreaks of disease of regional or global proportions could restrict Lufthansa Group's operations or result in substantial reductions in, and cancellations of, bookings and cause overall demand for its services to decline.

Activity from volcanoes or other natural or man-made disasters could 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 it to incur additional costs, which could result in a material adverse effect on Lufthansa Group's cash flows, financial condition and results of operations.

Outbreaks of contagious diseases could materially and adversely affect the sustainability of Lufthansa Group's business. The spread of disease can result in the permanent closure of many businesses and the application of comprehensive quarantine measures to prevent the transmission and contain the contagion. In addition, governments have issued and could issue bans on air travel during outbreaks of disease. Such developments could 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.

Additionally, outbreaks of disease could cause severe illness and loss of Lufthansa Group's management and key employees, as well as temporary closure of its offices, subsidiaries, plants and comparable adverse effects. Such losses would severely disrupt Lufthansa Group's business operations.

## **Legal, Regulatory and Tax Risks**

***Lufthansa Group may be exposed to legal sanctions and penalties as it may not be able to prevent or detect violations of legal compliance and other economic and administrative regulations.***

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 novation and/or expansion of existing ones. In such cases, there would be an examination by the antitrust authority of each country in which the antitrust laws and regulations of such countries would apply.

To enable Lufthansa Group to improve its liquidity position and meet its general capital requirements during the COVID-19 pandemic, Lufthansa Group received state aid and government-backed financial stabilization measures in 2020. In May 2023, the General Court of the European Union annulled the decision of the European Commission to approve Germany's recapitalisation of Lufthansa Group. While there is no immediate repayment risk, uncertainty remains as to the decision's legal consequences until it becomes final or a new state aid decision is issued. Potential indirect consequences could be the demand for clawback interest for the period between the allocation and the repayment of the stabilisation funds or the imposition of conditions attached to a new state aid decision.

Any non-compliance with the commitments and the terms and conditions set out in the framework agreement between Lufthansa, the Federal Republic of Germany and the German Economic Stabilisation Fund (*Wirtschaftsstabilisierungsfonds*), the European Commission's Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (2020/C 91 I/01), or the European Commission's decision dated 25 June 2020 to approve Germany's recapitalisation of Lufthansa Group could result in significant fines, penalties or other measures to sanction such non-compliance. The European Commission initially took the position that Lufthansa Group violated certain commitments. In the meantime, Lufthansa Group submitted further information regarding those preliminary assessments. The European Commission may initiate a formal investigation procedure and, if the European Commission were to uphold its assessment in such procedure, it could order significant fines, penalties or other measures to sanction such non-compliance. Lufthansa Group could challenge any decision following such a formal investigation in court, but there is no assurance that such challenge will ultimately be successful.

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.

Lufthansa Group is subject to trade and economic sanctions, anti-bribery and anti-corruption laws and regulations in the jurisdictions in which it operates, including sanctions related to the Russia-Ukraine Conflict. For example, Lufthansa Group incurred impairment charges due to sanctions related to the Russia-Ukraine Conflict in 2022. In addition, Lufthansa Technik's MRO services and aviation services provided by other Lufthansa Group companies to Russian customers are still prohibited due to sanctions. Lufthansa Group companies are required to comply with a variety of restrictive measures in order to prevent the circumvention of existing sanctions.

Such laws and regulations evolve over time, and it could be difficult for Lufthansa Group to predict the interpretation, implementation or enforcement of such laws and regulations as well as related governmental policies with respect to its business. Additionally, Lufthansa Group's business involves contact with representatives of national governments and other officials, who may be in the focus of anti-bribery and anti-corruption laws and regulations. While Lufthansa Group continuously reviews its existing policies and procedures to ensure compliance with applicable laws and regulations to address any detected and reasonably foreseeable instances of non-compliance, there can be no assurance that these policies and procedures will be followed at all times or that its internal controls will effectively prevent violations of such laws and regulations by its employees, consultants, agents or partners. Any failure or alleged failure to comply with such laws and regulations may expose Lufthansa Group to penalties, including criminal fines, civil fines, disgorgement of profits, injunctions and debarment of government contracts (and termination of existing contracts), as well as other remedial measures. In addition, any potential allegation or actual violation could result in adverse media coverage and may result in reputational harm.

Since the introduction of the EU Market Abuse Regulation ("**Market Abuse Regulation**" or "**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 organizational failures by Lufthansa Group or its employees and managers. Furthermore, Lufthansa Group faces the risk of significant fines and cost increases resulting from regulations, such as the European Market Infrastructure Regulation and 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. Similarly, stricter capital requirements for banks, including due to the changes to global bank capital requirements under Basel IV standards, could increase financing costs.

Investigations by authorities to determine potential violations of antitrust regulations or other economic or administrative regulations, including Data Protection Laws, or even unsubstantiated suspicions of such violations, could have substantial negative effects on Lufthansa Group's results of operations. 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. Any

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

***Lufthansa Group is and could in the future be subject to claims in connection with legal disputes, administrative proceedings and investigations, which could adversely affect its reputation and financial position.***

In the ordinary course of its business, Lufthansa Group is involved in a number of lawsuits, administrative proceedings and investigations in Germany and in other countries, both as plaintiff and as defendant. A large number of these lawsuits involve, among others, the Passenger Airlines business segment and relate to service disruptions (in particular flight cancellations or delays and lost or damaged luggage) as well as personal injuries alleged to have been suffered during flights. Lufthansa Group may not be able to accurately predict the outcome of pending or threatened legal proceedings. This is particularly true of lawsuits in jurisdictions such as the United States and the United Kingdom, which may result in significant damages being awarded, specifically in the event of successful class actions.

In addition, Lufthansa Group is party to a number of lawsuits relating to labor and employment law matters, including in relation to the training costs of its pilots or its collective bargaining agreements.

Additionally, several legal proceedings are pending against Lufthansa Group, in particular, in connection with the outbreak of the COVID-19 pandemic. Among others, Lufthansa Group is facing lawsuits by its ground staff regarding the cancellation of the Christmas bonus and holiday pay (*Urlaubsgeld*).

Lufthansa Group is also engaged in several proceedings concerning the alleged unlawful discrimination against part-time employees under the collective bargaining agreement of cockpit personnel. Several part-time employees claim additional remuneration from exceeding the individual working hours.

Furthermore, it cannot be excluded that award miles or other features of Lufthansa Group's Miles & More Program could be qualified as e-money, including within the meaning of the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz*) and, as a consequence thereof or otherwise, would have to be retransferred into money at any time on request. In the event of a classification as e-money, Lufthansa Group would be required to obtain a license from the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, "**BaFin**"). There is no assurance that BaFin will grant such license. In this event, Lufthansa Group may not be able to continue to operate its Miles & More Program as previously or at all.

***Lufthansa Group is subject to compensation claims for flight delays and cancellations, including under the European Air Passengers Regulation.***

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.

Among others, Lufthansa Group may continuously be exposed to a significant number of claims for compensation for passengers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (the "**Air Passengers Regulation**") in the context of flight delays and cancellations. Therefore, Lufthansa Group is exposed to compensation claims for flights cancelled for technical or other operational reasons (if there is no other extraordinary circumstance, within the meaning of the Air Passengers Regulation). Under the Air Passengers Regulation, such compensation is between EUR 250 and EUR 600 depending on the length of the flight and the causes of the disruption. Simultaneously, Lufthansa Group is exposed to risks associated with court rulings, including those to which it is not a party, which may, on a national or supra-national level, broaden the scope or definition of causes of disruption within the meaning of the Air Passengers Regulation. For example, in 2018, the European Court of Justice ruled that a spontaneous absence of a significant part of the flight crew staff (in the context of a restructuring announcement and a subsequent spike in sick leaves of flight

crew staff) does not fall within the meaning of ‘extraordinary circumstances’ under the Air Passengers Regulation and, accordingly, claims are payable thereunder. Accordingly, the European Court of Justice also ruled, in 2021, that a strike organized by a trade union of the staff of an air carrier does not fall within the meaning of ‘extraordinary circumstance’ under the Air Passengers Regulation.

In 2013, the European Commission published a proposal for the revision of the Air Passengers Regulation, 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 caused by the outbreak of a volcano in Iceland in 2010 and airport closures due to adverse weather conditions. The revision has not been finalized yet and the discussions between European Council, European Parliament and European Commission are still ongoing. In addition, a revision of the Air Passengers Regulation as well as new passenger rights regulations in other jurisdictions could increase potential compensation payments which could have material adverse effects on Lufthansa Group’s cash flows, financial condition and results of operations.

***Changes in tax and social security laws could result in an increase of tax or social security burden.***

It is possible that changes in applicable tax or social security laws in Germany, at the EU level or in other jurisdictions may increase Lufthansa Group’s tax or social security burden. For example, Lufthansa Group may experience a material adverse effect if the tax exemption applying to kerosene is repealed as proposed in the revision by the Energy Taxation Directive in the Fit for 55 Package (as defined below). In addition, Lufthansa Group is subject to higher regulatory taxes in relation to, in particular, governmental initiatives to reduced carbon emissions. Further, changes to the German Foreign Tax Act (*Außensteuergesetz*) may result in an increase of Lufthansa Group’s tax burden. Correspondingly, changes in labor laws concerning employee leasing or external workforce may result in additional social security payments. Furthermore, due to the enforcement of the Global Minimum Tax legislation Lufthansa Group is likely required to pay additional corporate income tax.

Lufthansa Group has taken out numerous loans in connection with its business activities. 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**”). According to this provision, interest expenses of a business can generally be taken into account in a tax-reducing manner in the amount of the interest income of the same business year. If the balance of interest expenses and interest income is negative, the deductibility of the interest balance is generally limited to 30% of the taxable profit before interest income, interest expenses and depreciation. 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 its cash flows, financial condition and results of operations.

***Lufthansa Group is subject to regular external tax audits and proceedings which may require it to make additional payments.***

Lufthansa Group is involved in regular external tax audits and, from time to time, tax proceedings in Germany and the other jurisdictions in which it operates. 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 recognized before 2008 on shareholder loans to various domestic and foreign companies, individual leasing structures, the treatment of income from special investment funds, acquisition costs of SWISS, the classification and valuation of spare parts and material at Lufthansa Technik and various provisions. As of the date of this Prospectus, Lufthansa Group’s most recent external tax audit covered the financial 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. The external tax audit for the years 2016 to 2018 started in 2021. The provisions that were recorded for findings in relation to these tax audits as of the date of this Prospectus may ultimately not be sufficient to cover tax claims that may be enforced against Lufthansa Group as a result of such proceedings. No provisions have been recorded for pending matters under discussion in the tax audit that Lufthansa Group believes are more likely than not to be decided in its favor. However, these matters could result in substantial additional tax and interest payments in

an amount of approximately EUR 700 million. Additionally, Lufthansa Group is continuously engaged in legal and administrative tax proceedings regarding its tax positions in Germany and certain other jurisdictions in which it operates.

As a global business, Lufthansa Group is particularly exposed to tax risks regarding transfer pricing rules applicable to cross-border business transactions and relationships in Germany and elsewhere. There is no assurance that the German tax authorities or one or more foreign tax authorities may not challenge the transfer pricing principles implemented by Lufthansa Group and, for example, initiate a tax audit. This may result in penalties and/or additional tax payments. Furthermore, transfer pricing risks may increase due to the tax authorities' interpretation of the so-called arm's length principle which evolves from time to time.

Because of varying legal interpretations and applications of law by the tax authorities regarding tax matters or underlying circumstances, there is a possibility that the tax authorities 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 even if those payments are subsequently contested in court.

***Lufthansa Group is exposed to risks in connection with its investments in airport infrastructure, including liability risks.***

Together with Air France and Korean Air, Lufthansa, as partners in the Terminal One Group Association, L.P., ("TOGA") is a stakeholder as the operator of Terminal 1 at John F. Kennedy International Airport in New York and are jointly liable, together with TOGA, for a minimum lease payment to the appropriate Port Authority in respect of Terminal 1. Japan Airlines, an original TOGA partner, withdrew from TOGA at the end of May 2023 with the consent of the other airline-partners and the Port Authority. 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 TOGA as 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 remaining partner airlines would be jointly liable for the shortfall. Accordingly, Lufthansa, together with the other two airlines, would be responsible for the deficit resulting from such loss of rental income. If any of the other partner airlines defaults, the non-defaulting airlines would be held liable for the defaulting airline's stake. If all other two airlines were to default on their respective obligations under the joint liability, Lufthansa would have sole liability.

Lufthansa holds an indirect general partner's interest of 40% in Terminal 2 Gesellschaft mbH & Co oHG ("T 2"), which constructed and operates the Terminal 2 passenger terminal at Munich Airport. Lufthansa is jointly and severally liable to the full extent for all liabilities and payment obligations of this partnership. If the Munich Airport partnership were no longer able to meet its obligations, including due to a decline in flights departing from or arriving at Munich Airport, Lufthansa will be obliged to cover any shortfalls together with its other partner in accordance with its shareholding in the partnership pursuant to Section 302 of the German Stock Corporation Act (*Aktiengesetz*), if resolved by the shareholders with at least a 2/3-majority. However, if its partner was to default on its obligation, Lufthansa Group would be obligated to cover the entire shortfall due to its joint liability (*gesamtschuldnerische Haftung*).

Lufthansa Group is also exposed to liability risks arising from its interests in companies involved in fuelling, fuel storage and hydrant systems operation and handling companies at airports it uses in Germany, the United States 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 fuelling 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, it would also be exposed to the risk that the remaining shareholders might be unable to pay.

## **Environmental, Social and Governance Risks**

***Strikes and other labor-related disruptions expose Lufthansa Group to risks related to its business and may harm its operational performance.***

Unions have traditionally represented Lufthansa Group employees. As a result of each union seeking to have their wishes implemented, Lufthansa Group faces the risk of complicated or even failed negotiations with unions, which ultimately may lead to extended negotiations and even strikes. Even after agreements are reached, additional labor union demands may arise, particularly given the current level of inflation. Due to the numerous collective agreements and differing interests within and between unions, Lufthansa Group may be unable to reach an agreement with all unions. If Lufthansa Group is unable to negotiate collective agreements with all unions on commercially reasonable terms, it could have material adverse effects on its cash flows, financial condition, and results of operations through workplace actions such as strikes, slowdowns, or other actions designed to disrupt normal operations. In addition, Lufthansa Group's operations could be disrupted by labor disputes involving the employees of third-parties, including air traffic controllers, baggage handlers and other airport personnel.

***Lufthansa Group is exposed to risks associated with the loss of key executives and other qualified personnel.***

Lufthansa Group's success is heavily reliant on the services of its key executives and qualified personnel. Since competition for executives is fierce, there is no certainty that Lufthansa Group will be able to retain the required key executives and qualified personnel and hire new ones. The loss of key members of the Issuer's executive board ("**Executive Board**") or other key personnel, as well as the difficulties presented by having to hire new qualified executives, could impair Lufthansa Group's abilities to manage difficult situations, e.g. crisis, and pursue future growth strategies. Ultimately, this could have material adverse effects on its cash flows, financial condition and results of operations.

***Lufthansa Group may be exposed to liability risks relating to potential environmental damage.***

In Lufthansa Group's operations, especially in the passenger business as well as in the Logistics and MRO 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 real estate owned by Lufthansa Group or third parties, or pollute waterways or groundwater. This is particularly applicable with regard to technical areas, where hazardous substances are stored, processed and discharged, as well as the other facilities and storage areas used by Lufthansa Group. For example, Lufthansa Group has in the past experienced groundwater contaminations at certain facilities in Hamburg and Frankfurt, Germany. 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. Facilities owned or operated by Lufthansa Group might also contain asbestos contamination, which would require Lufthansa Group to refurbish such facilities. Additionally, there is no assurance that Lufthansa Group is in compliance with all applicable fire protection regulations in relation to Lufthansa Group's building permits. In the event of non-compliance with such fire protection regulations, Lufthansa Group may be unable to maintain such building permits. Additionally, there may be a risk that Lufthansa may not be able to continue the usage of facilities owned or rented in case that compliance with required fire protection regulations cannot be assured. Environmental regulations could be tightened, which could lead to considerable costs or have other negative effects on its operations. Public knowledge of such environmental damage caused by Lufthansa Group could also damage its reputation significantly.

***Lufthansa Group is subject to additional costs as a result of its requirement to comply with increasing regulatory measures aimed at restricting the emission of greenhouse gases and related models of emission rights trading.***

The increasing significance of and focus on sustainability may lead to increasing restrictions for airlines with regard to pollution, greenhouse gas emissions, fuel composition and quality, noise and other environmental laws and regulations.

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 introduced a model for the restriction of greenhouse gases and the trade in emission certificates that applies to certain industries.

In the event that any such regulation would be specific to a region or country in which Lufthansa Group operates, it would be exposed to a risk of competitive disadvantage. Lufthansa Group may be subject to additional costs due to changes in “cap and trade”-schemes such as the European Emissions Trading Scheme (the “**EU ETS**”). The EU included air traffic as part of the EU ETS in 2012.

On 14 July 2021, the European Commission adopted a set of proposals to revise and update legislation aimed at aligning current laws with the EU’s greenhouse gas emission reduction target of at least 55% below 1990 levels by 2030, by, among other, extending the application of emissions trading to new sectors and tightening the existing EU ETS (the so-called “**Fit for 55 Package**”). Notably, as part of the Fit for 55 Package, the European Commission is proposing a regulation aiming at the mandatory introduction and gradual ramp-up of sustainable aviation fuels uplift at airports located in the European Union, the envisaged inclusion of Non-CO<sub>2</sub> climate impact in the EU ETS as well as phasing out free emission allowances for aviation by 2026, reducing the total number of allowances in line with the new 55% target and aligning emission treatment with CORSIA (as defined below). The proposals also include a revision of the Energy Taxation Directive (2003/96/EC) of 27 October 2003 ending the energy tax exemption applicable to aviation fuels used on commercial flights within the European Union. The proposed tax rates on aviation fuel are intended to increase step-wise to reach an EU-wide minimum rate. Sustainable and alternative aviation fuels will partly remain exempted during this transition phase. In the event that such proposals were to be enacted only in Germany or Europe any such proposed legislative changes may result in competitive disadvantage compared to Lufthansa Group’s competitors operating primarily outside of Europe. Furthermore, Germany has introduced a national mandate for Power-to-liquid (PtL) fuels starting 2026 that may also result in competitive disadvantage compared to Lufthansa Group’s competitors.

In addition to the EU ETS, the Swiss Emissions Trading Scheme and the UK Emissions Trading Scheme, some national governments have implemented country-specific air traffic taxes to target carbon emissions or other environmental impact caused by flights. For example, the German Air Traffic Tax Act (*Luftverkehrsteuergesetz*) (the “**Air Traffic Tax Act**”), 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. An increase in the air traffic tax in May 2024 increased the costs of air transport further and reduced demand for air travel.

The Air Traffic Tax Act was modified to a target tax revenue of EUR 2.33 billion *per annum*. The tax rates will be reduced if the target tax revenue has been reached. There is no ecological earmarking of this 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 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 its customers via ticket prices and freight charges.

As of the date of this Prospectus, the EU ETS applies to flights from airports in the EEA to airports in the EEA, Switzerland as well as to airports in the United Kingdom. For flights within Switzerland and from Switzerland to the EEA as well as to the United Kingdom, the Swiss emission trading scheme (“**CH ETS**”) is applicable,



whereas the United Kingdom emission trading scheme applies to flights within the United Kingdom and for flights from the United Kingdom to the EEA as well as to Switzerland.

In 2016, the assembly of the International Civil Aviation Organization (“**ICAO**”) concluded a historic agreement on market-based measures aimed at stabilizing airline emissions at a baseline-level (i.e., Carbon Offsetting and Reduction Scheme for International Aviation (“**CORSIA**”)). Since 1 January 2021, airlines, including Lufthansa Group, are obligated to compensate their emissions exceeding the baseline-level by purchasing emission reduction units. Beyond that, the EU Commission is called upon to assess the effectiveness of CORSIA. Only if the development of CORSIA is deemed sufficient, ETS will remain applicable on intra-EU flights (“**stop-the-clock**”), even after 2027. If not, the Commission may make a legislative proposal to extend the scope to all flights departing the EEA. The costs of emissions trading may increase in the coming years due to changes to the current emission trading schemes and/or the CORSIA agreement.

Lufthansa Group believes that the airline industry as a whole is expected to face stricter regulations on emissions and noise, with increased regulations resulting in additional costs, including, in particular, tax-like payments. From time to time, there have been discussions at the level of the European Union and within member states of the European Union about whether existing tax exemptions for jet fuel should be reviewed; and there can be no assurance that the current tax exemptions for jet fuel will be upheld. The elimination of these exemptions would lead to a substantial increase in its jet fuel costs.

Additionally, any noise control regulations to be implemented in the future may limit Lufthansa Group’s operations and/or cause additional costs. Noise control regulations typically concentrate on the level of noise and its environmental impact, especially in areas close to airports. Permits may, for example, include restrictions on night flights to meet the imposed noise level requirements. Any such restrictions on night flights could particularly affect scheduling and operations at all of Lufthansa Group’s home hubs; any additional restrictions may have a material adverse effect on its ability to conduct its business.

Moreover, Lufthansa Group may be unable to adapt its fleet or its operations to any new environmental regulations in a timely or appropriate manner, if at all. Such failures may require Lufthansa Group to make significant investments and could potentially result in sanctions imposed by authorities for non-compliance. In addition to the direct financial impact, there is a risk that insufficient measures to comply with environmental regulations and best practices, or to meet customer expectations for sustainability, may give rise to negative publicity, which may in turn have a material adverse effect on its brand and lead to a loss of reputation.

This may result in a shift in consumer attitudes that is more negative towards air travel in general, or cause consumers to view Lufthansa Group’s competitors more favorably. Such shifts in consumer attitude or demand and negative publicity could reduce sales significantly and ultimately have a significant effect on its financial condition.

Additionally, German and European regulators are discussing intensely the introduction of a fuel, carbon or passenger tax and other instruments (e.g., a ban for short-haul flights) to reduce aviation’s carbon emission. Further, the number of domestic German flights has declined dramatically and an increasing number of low-cost airlines are reducing their services at German airports due to the increase of taxes and levies. For instance, the German aviation security fees (*Luftsicherungsgebühren*), air traffic control fees (*Flugsicherungsgebühren*) and air traffic tax have doubled since 2020. Additional increases of national taxes, levies, and bans will impact Lufthansa’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. These measures have a significantly negative impact on the attractiveness of the German air travel market which could lead to a negative impact on Lufthansa’s earnings.

## **Risks related to the Notes**

### **Risks associated with the Characteristics of the Notes**

#### **Risk related to Subordination**

The Notes constitute direct, unsecured and subordinated obligations of the Issuer, which rank (i) senior to the Junior Obligations (as defined in the Terms and Conditions), (ii) *pari passu* among themselves and *pari passu* with any Parity Obligation (as defined in the Terms and Conditions), and (iii) junior to all Senior Obligations (as defined in the Terms and Conditions); such that in the event of the winding-up, dissolution, liquidation or insolvency of the Issuer, or in the event of composition or other proceedings for the avoidance of insolvency of the Issuer, no amounts will be payable in respect of the Notes until the claims under all Senior Obligations have first been satisfied in full and it is very likely that Holders may recover significantly less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all. Holders will have limited ability to influence the outcome of any insolvency proceedings or a restructuring outside insolvency. In particular, in insolvency proceedings over the assets of the Issuer, holders of subordinated debt, such as the Notes, will not have any right to vote in the assembly of creditors (*Gläubigerversammlung*) pursuant to the German Insolvency Code (*Insolvenzordnung*).

Investors should take into consideration that unsubordinated liabilities may also arise out of events that are not reflected on the Issuer's balance sheet, including, without limitation, the issuance of guarantees or other payment undertakings. Claims of beneficiaries under such guarantees or other payment undertakings will, in winding-up or insolvency proceedings of the Issuer, become unsubordinated liabilities and will therefore be paid in full before payments are made to Holders.

In case of insolvency plan proceedings (*Insolvenzplanverfahren*) the Holders generally would have no voting right on the adoption of an insolvency plan presented by the Issuer, the relevant insolvency administrator or custodian (Sections 237 and 246 of the German Insolvency Code). In addition, their claims would be waived after the adoption of the insolvency plan, unless the insolvency plan makes an exception to this general rule (Section 225 paragraph 1 of the German Insolvency Code).

#### **Risk related to the Nature of the Notes as Long-Term Securities and potential Early Redemption**

The Notes are scheduled to be redeemed by the Issuer on 15 January 2055, unless they have been previously redeemed or repurchased and cancelled. While, pursuant to the Terms and Conditions, the Issuer may call and redeem the Notes early at certain points in time or in certain circumstances, it is under no obligation to redeem any Notes at any time before the Maturity Date.

The Issuer may, at its option, call and redeem the Notes at their principal amount during the period from the First Optional Redemption Date to the First Reset Date and on each Interest Payment Date thereafter.

In addition, the Issuer may, at its option, call and redeem the Notes at the respective early redemption amount specified in the Terms and Conditions:

- (i) if by reason of any change in German law or published regulations becoming effective after the Interest Commencement Date, the Issuer would have to pay any additional amounts under the Notes (so called "Gross-up Event" as defined and described in the Terms and Conditions); or
- (ii) if any Rating Agency publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change, either (x) the Notes would no longer be eligible for the same or a higher category of "equity credit" attributed to the Notes at the date of issue of the Notes (so called "Loss in Equity Credit" as defined and described in the Terms and Conditions), or (y) the period of time the Notes are eligible for the same or a higher category of equity credit attributed to the Notes at the date of issue of the Notes is being shortened (so called "Shortening in Equity Credit" as defined and described in the Terms and Conditions); or
- (iii) if by reason of a change in German law or regulation, or any change in the official application or interpretation of such law, after the Interest Commencement Date, the tax regime is modified and such modification results in the interest expense of the Issuer in respect of the Notes being no longer fully

deductible for corporate income tax purposes (so called “Tax Deductibility Event” as defined and described in the Terms and Conditions); or

- (iv) if 75% or more in principal amount of the Notes then outstanding have been redeemed or repurchased by the Issuer; or
- (v) if any person or group, acting in concert, gains control of the Issuer and within the Change of Control Period (as defined and described in the Terms and Conditions) a downgrade of the Issuer in respect of that Change of Control (as defined and described in the Terms and Conditions) occurs; or
- (vi) on any date specified by it, also prior to the First Reset Date, (so called “Call Redemption Date (Make-Whole)”) as defined and described in the Terms and Condition.

In the event that the Issuer exercises the option to call and redeem the Notes, the Holders might suffer a lower-than-expected yield and might only be able to reinvest the funds on less favourable terms.

The redemption at the option of the Issuer may affect the market value of the Notes. During any period when the Issuer may, or may be perceived to be able to, elect to call and redeem any Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. Certain market expectations may exist among investors with regard to the Issuer making use of its option to call the Notes for redemption prior to their scheduled maturity. Should the Issuer’s actions diverge from such expectations, the market value of the Notes may be adversely affected.

The Holders have no right to request the redemption of the Notes. The Holders should be aware that the Terms and Conditions do not contain any event of default provisions.

Prospective investors should be aware that they may be required to bear the financial risk of an investment in the Notes for a long period and may not recover their investment before the end of this period.

### ***Liquidity Risk***

There is no guarantee that an active public market in the Notes will develop or, if one does develop, that it will be maintained. In an illiquid market, investors are subject to the risk that they will not be able to sell their Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

### **Risks related to Interest Payments**

#### **Risk resulting from the Issuer’s Right to Defer Interest Payments**

The Issuer may elect in its discretion to defer the payment of interest on the Notes scheduled to be paid on any Interest Payment Date by giving not less than 10 Business Days’ prior notice to the Holders. Such interest will not be due and payable (*fällig*) to such extent on that Interest Payment Date.

Holders will not receive any additional interest or compensation for the optional deferral of payment. In particular, the interest not paid due to the deferral will itself not bear interest. Any non-payment of interest as a result of an optional deferral will not constitute a default of the Issuer or any other breach of obligations under the Notes or for any other purpose. While the deferral of interest payments continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Notes.

Any deferral of interest payments or the perception that the Issuer will need to exercise its optional deferral right will likely have an adverse effect on the market price of the Notes. In addition, as a result of the interest deferral provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer’s financial condition.

#### **Risk related to Fixed Interest Rate Notes**

The Notes bear interest at a fixed rate to but excluding the First Reset Date.

A holder of notes with a fixed interest rate 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 the Notes is fixed for the

relevant Reset Periods, the current interest rate on the capital market 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.

### **Risk related to the Reset of the Interest Rate linked to the 5-year EUR Mid-Swap Rate**

From and including the First Reset Date to but excluding the Maturity Date, the Notes bear interest at a rate which will be determined on each Interest Determination Date prior to the relevant Reset Date at the 5-year EUR Mid-Swap Rate for the Reset Period plus a margin.

Investors should be aware that the performance of the 5-year EUR Mid-Swap Rate and the interest income on the Notes cannot be anticipated and neither the current nor the historical level of the 5-year EUR mid swap rate is an indication of the future development of the 5-year EUR Mid-Swap Rate. Due to varying interest income, investors are not able to determine a definite yield of the Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. In addition, after interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline, as they may be able to reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Furthermore, during the Reset Period, it cannot be ruled out that the price of the Notes may fall as a result of changes in the current interest rate on the capital market (market interest rate), as the market interest rate fluctuates. During this period, the investor is exposed to the risk described in the section “*Risk related to Fixed Interest Rate Notes*”.

### **Risk related to the Reform of Interest Rate “Benchmarks” and possible Replacement of Benchmarks**

Following the First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Reuters Screen Page ICESWAP2.

This swap-rate, the EURIBOR underlying the floating leg of this swap rate and other interest rates or other types of rates and indices which are deemed “benchmarks” (each a “**Benchmark**” and together, the “**Benchmarks**”) have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes.

International proposals for reform of Benchmarks include the Benchmark Regulation.

The Benchmark Regulation could have a material impact on the Notes, including in any of the following circumstances:

- a rate or index which is a Benchmark may only be used if its administrator obtains authorization or is registered and in case of an administrator which is based in a non-EU jurisdiction, if the administrator’s legal benchmark system is considered equivalent (Article 30 Benchmark Regulation), the administrator is recognized (Article 32 Benchmark Regulation) or the relevant Benchmark is endorsed (Article 33 Benchmark Regulation) (subject to applicable transitional provisions). If this is not the case, Notes linked to such Benchmarks could be impacted; and
- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could have an impact on the Notes, including determination of the rate by the Issuer, the Calculation Agent or an independent adviser, as the case may be.

In addition to the aforementioned Benchmark Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of any such potential reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be other 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 administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value of the Notes.

Under the Terms and Conditions of the Notes, certain benchmark replacement provisions will apply if a Benchmark (or any component part thereof) used as a reference for the calculation of interest amounts payable under the Notes were to be discontinued or otherwise became unavailable:

If a Benchmark (or any component part thereof) used to calculate interest amounts payable under the Notes for any interest period has ceased to be calculated or administered or any other Benchmark Event (as defined and described in the Terms and Conditions) occurs, the Issuer shall use its best efforts to appoint an Independent Adviser (as defined and described in the Terms and Conditions), which must be an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets. Such Independent Adviser will be tasked with determining whether an officially recognized successor rate to the discontinued Benchmark exists. If that is not the case, the Independent Adviser will attempt to find an alternative rate which, possibly after application of adjustments or spreads, can replace the discontinued Benchmark. Such adjustments or spreads are intended to be applied in order to produce an industry-accepted replacement benchmark rate; however, the relevant adjustments or spreads may not be successful in doing so and the Notes may still perform differently than if the original Benchmark had continued to be used.

Any adjustment in case of a Benchmark Event will be made only to the extent that no Loss in Equity Credit or Shortening in Equity Credit would occur as a result of such adjustment.

If the Independent Adviser determines a successor rate or alternative rate (the “**New Benchmark Rate**”), such rate (after application of adjustments or spreads, if any) will replace the previous Benchmark for purposes of calculating the rate of interest for the Notes. Such determination will be binding for the Issuer, the Calculation Agent, the Paying Agent and the Holders. Any amendments pursuant to these fall-back provisions will apply with effect from the effective date specified in the Terms and Conditions of the Notes.

If, following a Benchmark Event, the Issuer does not appoint an independent adviser or if the adviser does not determine a New Benchmark Rate, any Adjustment Spread or Benchmark Amendments (if required; each defined below) following a discontinuation of a Benchmark, the reference rate applicable to the next Reset Period for the Notes shall be the original benchmark rate on the screen page on the last day preceding the Interest Determination Date on which such original benchmark rate was displayed, *provided, however, that*, in case of the First Reset Period (as defined below), the reference rate applicable to the First Reset Period shall be 2.365 % *per annum* in case of the Notes.

The replacement of a Benchmark could have adverse effects on the economic return of the Holder compared to the applicable original benchmark rate.

### **Risks associated with the Solvency of the Issuer**

#### **Risk of a Partial or Total Failure of the Issuer to make Interest and/or Redemption Payments**

The Notes are unsecured obligations of the Issuer.

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. A materialization of the credit risk (for example, because of the materialization of any of the risks regarding the Issuer and/or the Lufthansa Group) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

## **Risk of a potential Decrease in the Market Value of the Notes**

If the likelihood that the Issuer will be in a position to perform all obligations under the Notes in full when they fall due decreases, for example, because of the materialization of any of the risks regarding the Issuer and/or the Lufthansa Group described above, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in a position to perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialization of the mentioned risk. Under these circumstances, the market value of the Notes is likely to decrease.

## **Other Risks related to the Notes**

### ***Resolutions of holders of Notes.***

Since the Notes provide for meetings of Holders or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder 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 (as defined in the Terms and Conditions), either in the Terms and Conditions or by a majority resolution of the Holders, 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.

## **Risks in respect of credit ratings**

Credit rating agencies are expected to assign credit ratings to the Notes. The credit ratings of the Notes may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the Notes. In general, European Union and UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union or in the UK and 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**”) (as applicable in the UK by forming part of domestic law by virtue of the European Union (Withdrawal) Act 2018) unless the rating is provided by a credit rating agency operating in the European Union or in the UK before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused. If the status of the credit rating agency changes, European Union and UK regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European Union and UK regulated investors selling the Notes which may impact the value of the Notes and any secondary market. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be reduced or withdrawn entirely by the credit rating agency if, in its judgment, circumstances so warrant. Rating agencies may also change their methodologies for rating securities in the future. Any change of the credit rating assigned or measures taken to the Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of the Lufthansa Group's financings and could adversely affect the value and trading of the Notes.

## TERMS AND CONDITIONS OF THE NOTES

### ANLEIHEBEDINGUNGEN

### TERMS AND CONDITIONS

#### § 1

#### WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

#### § 1

#### CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

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| <p>(1) <i>Währung, Gesamtnennbetrag, Stückelung.</i> Diese Emission von nachrangigen Schuldverschreibungen (die „<b>Schuldverschreibungen</b>“) der Deutsche Lufthansa Aktiengesellschaft (die „<b>Emittentin</b>“) werden in Euro („<b>EUR</b>“) im Gesamtnennbetrag von EUR 500.000.000 (in Worten: Euro fünfhundert Millionen) (der „<b>Gesamtnennbetrag</b>“) in einer Stückelung von EUR 100.000 je Schuldverschreibung (die „<b>Festgelegte Stückelung</b>“) begeben.</p> <p>(2) <i>Form.</i> Die Schuldverschreibungen lauten auf den Inhaber.</p> <p>(3) <i>Vorläufige Globalurkunde, Dauerglobalurkunde, Austausch.</i></p> <p>(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die „<b>Vorläufige Globalurkunde</b>“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die „<b>Dauerglobalurkunde</b>“) ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.</p> <p>(b) Die Vorläufige Globalurkunde wird frühestens am 40. Tag nach dem Tag der Begebung gegen die Dauerglobalurkunde ausgetauscht. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht an die Emittentin oder die Hauptzahlstelle für die Emittentin erfolgen, wonach der oder die wirtschaftliche(n) Eigentümer der durch die Vorläufige Globalurkunde verbriefen Schuldverschreibungen keine U.S. Personen</p> | <p>(1) <i>Currency, Aggregate Principal Amount, Denomination.</i> This issue of subordinated notes (the „<b>Notes</b>“) of Deutsche Lufthansa Aktiengesellschaft (the „<b>Issuer</b>“) is being issued in Euro („<b>EUR</b>“) in the aggregate principal amount of EUR 500,000,000 (in words: Euro five hundred million) (the „<b>Aggregate Principal Amount</b>“) in the denomination of EUR 100,000 each (the „<b>Specified Denomination</b>“).</p> <p>(2) <i>Form.</i> The Notes are being issued in bearer form.</p> <p>(3) <i>Temporary Global Note, Permanent Global Note, Exchange.</i></p> <p>(a) The Notes are initially represented by a temporary global note (the „<b>Temporary Global Note</b>“) without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the „<b>Permanent Global Note</b>“) 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 Principal Paying Agent. Definitive notes and interest coupons will not be issued.</p> <p>(b) The Temporary Global Note shall be exchanged for the Permanent Global Note no earlier than 40 days after the issue date. Such exchange shall only be made upon delivery of certifications to the Issuer or the Principal 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 U.S. person (other than certain financial institutions or certain persons holding Notes through such financial</p> |
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sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen oder Zahlungen von Aufgeschobenen Zinszahlungen auf durch eine Vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung oder Zahlung von Aufgeschobenen Zinszahlungen erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Begebung der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1(3) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6(5) definiert) geliefert werden.

- (4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. „**Clearing System**“ bedeutet jeweils folgendes: 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**“) sowie jeder Funktionsnachfolger. „**ICSD**“ bezeichnet jeweils CBL und Euroclear sowie jeden Funktionsnachfolger (zusammen die „**ICSDs**“).

Die Schuldverschreibungen werden in Form einer Classical Global Note ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.

- (5) *Gläubiger, Übertragbarkeit.* „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

institutions) as required by U.S. tax law. Payment of Interest and Arrears of Interest, if any, 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 or Arrears of Interest. Any such certification received on or after the 40th day after the issue date 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 Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(5)).

- (4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. „**Clearing System**“ means each of the following: 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**“) and any successor in such capacity. „**ICSD**“ means each of CBL and Euroclear and any successor in such capacity (together, the „**ICSDs**“).

The Notes are issued in classical global note form and are kept in custody by a common depositary on behalf of both ICSDs.

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



## § 2

### STATUS, AUFRECHNUNGSVERBOT

- (1) *Status der Schuldverschreibungen.* Die Schuldverschreibungen begründen direkte, nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die (i) den Nachrangigen Verbindlichkeiten im Rang vorgehen, (ii) untereinander und mit jeder Gleichrangigen Verbindlichkeit im Rang gleich stehen und (iii) allen Vorrangigen Verbindlichkeiten der Emittentin im Rang nachgehen, sodass im Fall der Abwicklung, Auflösung, Liquidation oder Insolvenz der Emittentin, oder im Fall eines gerichtlichen Vergleichs oder einem anderen gerichtlichen Verfahren zur Abwendung der Insolvenz der Emittentin, Zahlungen auf die Schuldverschreibungen erst dann erfolgen, wenn die Ansprüche aus allen Vorrangigen Verbindlichkeiten der Emittentin zuvor vollständig berichtigt worden sind.

Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

„**Nachrangige Verbindlichkeit**“ bezeichnet (i) von der Emittentin begebene gegenwärtige oder zukünftige Wertpapiere oder andere Instrumente, die nachrangig gegenüber den Schuldverschreibungen sind oder für die ausdrücklich ein solcher Nachrang festgelegt ist; und (ii) jedes gegenwärtige oder zukünftige Wertpapier oder jedes andere Instrument, das von einer Tochtergesellschaft der Emittentin begeben und von der Emittentin garantiert ist oder für das die Emittentin die Haftung übernommen hat, und bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme nachrangig zu den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder für die ausdrücklich ein solcher Nachrang festgelegt ist.

Zu den Nachrangigen Verbindlichkeiten zählen unter anderem die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2075, mit der nächsten Kündigungsmöglichkeit in 2026, ISIN XS1271836600.

## § 2

### STATUS, PROHIBITION OF SET-OFF

- (1) *Status of the Notes.* The Notes constitute direct, unsecured and subordinated obligations of the Issuer, which rank (i) senior to the Junior Obligations, (ii) *pari passu* among themselves and *pari passu* with any Parity Obligation, and (iii) junior to all Senior Obligations of the Issuer; such that in the event of the winding-up, dissolution, liquidation or insolvency of the Issuer, or in the event of composition or other proceedings for the avoidance of insolvency of the Issuer, no amounts shall be payable in respect of the Notes until the claims under all Senior Obligations of the Issuer shall have first been satisfied in full.

Subject to this subordination provision, the Issuer may satisfy its obligations under the Notes also from other distributable assets (*freies Vermögen*) of the Issuer.

“**Junior Obligation**” means (i) any present or future securities or other instruments of the Issuer which rank or are expressed to rank junior to the Notes; and (ii) any present or future security or other instrument issued by a Subsidiary of the Issuer and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer’s obligations under such guarantee or other assumption of liability rank or are expressed to rank junior to the Issuer’s obligations under the Notes.

Junior Obligations include the unsecured subordinated notes due 2075 with next call date in 2026, ISIN XS1271836600.

**„Gleichrangige Verbindlichkeit“** bezeichnet (i) von der Emittentin begebene gegenwärtige oder zukünftige Wertpapiere oder andere Instrumente, die gleichrangig im Verhältnis zu den Schuldverschreibungen sind; und (ii) jedes gegenwärtige oder zukünftige Wertpapier oder jedes andere Instrument, das von einer Tochtergesellschaft der Emittentin begeben und von der Emittentin garantiert ist oder für das die Emittentin die Haftung übernommen hat, und bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme gleichrangig mit den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder ausdrücklich ein solcher Gleichrang festgelegt ist, soweit nicht zwingende gesetzliche Bestimmungen solche Verbindlichkeiten im Rang besserstellen.

**„Vorrangige Verbindlichkeiten“** bezeichnet (i) alle bestehenden und zukünftigen nicht nachrangigen Verbindlichkeiten der Emittentin i.S.v. § 38 InsO; (ii) alle bestehenden und zukünftigen gesetzlich nachrangigen Verbindlichkeiten der Emittentin i.S.v. § 39 Abs. 1 Nr. 1-5 InsO; und (iii) alle sonstigen bestehenden und zukünftigen nachrangigen Verbindlichkeiten der Emittentin, die aufgrund zwingender gesetzlicher Bestimmungen gegenüber den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen vorrangig sind.

**„Tochtergesellschaft der Emittentin“** bezeichnet jede unmittelbare oder mittelbare Tochtergesellschaft der Gesellschaft im Sinne des § 16 (In Mehrheitsbesitz stehende Unternehmen und mit Mehrheit beteiligte Unternehmen) und § 17 (Abhängige und herrschende Unternehmen) des AktG, die (i) im Konzernabschluss der Muttergesellschaft vollkonsolidiert ist oder (ii) nur aufgrund von Unwesentlichkeiten nach IFSR nicht vollkonsolidiert ist.

**„InsO“** bezeichnet die Insolvenzordnung in ihrer jeweils gültigen Fassung.

- (2) **Aufrechnungsverbot.** Die Gläubiger sind nicht berechtigt, Forderungen aus den Schuldverschreibungen gegen mögliche Forderungen der Emittentin aufzurechnen. Die Emittentin ist nicht berechtigt, Forderungen gegenüber einem Gläubiger

**“Parity Obligation”** means (if any) (i) any present or future securities or other instruments of the Issuer which rank *pari passu* with Notes, and (ii) any present or future security or other instrument issued by a Subsidiary of the Issuer and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer’s obligations under such guarantee or other assumption of liability rank or are expressed to rank *pari passu* with the Issuer’s obligations under the Notes, except for any obligations of the Issuer required to be preferred by mandatory provisions of law.

**“Senior Obligation”** means (i) all present and future unsubordinated obligations of the Issuer within the meaning of section 38 InsO, (ii) all present and future statutorily subordinated obligations of the Issuer within the meaning of section 39 paragraph 1 no. 1-5 InsO; and (iii) all other present and future subordinated obligations of the Issuer which rank senior to the obligations of the Issuer under the Notes pursuant to mandatory statutory provisions.

**“Subsidiary of the Issuer”** means each of the Company’s direct or indirect subsidiaries within the meaning of sections 16 (*In Mehrheitsbesitz stehende Unternehmen und mit Mehrheit beteiligte Unternehmen*) and 17 (*Abhängige und herrschende Unternehmen*) of the German Stock Corporation Act (*Aktiengesetz*) and which is (i) fully consolidated in the consolidated financial statements of the Company, or (ii) not fully consolidated but only due to immateriality pursuant to IFRS.

**“InsO”** means the German Insolvency Code (*Insolvenzordnung*), as amended.

**Prohibition of Set-off.** No Holder may set-off any claims arising under the Notes against any claims that the Issuer may have against it. The Issuer may not set-off any claims it

gegen Verpflichtungen aus den Schuldverschreibungen aufzurechnen.

### § 3 ZINSEN, ZINSAUFSCHUB

- (1) *Zinslauf.* In dem Zeitraum ab dem 15. Januar 2025 (der „**Zinslaufbeginn**“) (einschließlich) bis zum 15. Januar 2031 (der „**Erste Reset-Termin**“) (ausschließlich) wird jede Schuldverschreibung bezogen auf die Festgelegte Stückelung mit 5,250% *per annum* verzinst.

In dem Zeitraum ab dem Ersten Reset-Termin (einschließlich) bis zum Endfälligkeitstag (ausschließlich) wird jede Schuldverschreibung bezogen auf die Festgelegte Stückelung mit dem jeweiligen Reset-Zinssatz (wie nachfolgend definiert) verzinst.

„**Reset-Zinssatz**“ bedeutet die Summe aus dem Referenzsatz für den betreffenden Reset-Zeitraum und der Marge (wie nachfolgend definiert).

„**Marge**“ bedeutet in Bezug auf (i) den Reset-Zeitraum vom Ersten Reset-Termin (einschließlich) bis zum Ersten Step-up Termin (ausschließlich), 2,855% und (ii) jeden Reset-Zeitraum vom Ersten Step-up Termin (einschließlich) bis zum Zweiten Step-up Termin (ausschließlich), 3,105% und (iii) den Reset-Zeitraum vom Zweiten Step-up Termin (einschließlich) bis zum Endfälligkeitstag (ausschließlich) 3,855%.

Wenn ein Kontrollwechselereignis (wie in § 4(5) definiert) eintritt und die Emittentin die Schuldverschreibungen nicht insgesamt gemäß § 4(5) zurückzahlt, erhöht sich der für die Berechnung der Zinsen ansonsten anzuwendende Reset-Zinssatz ab dem Kontrollwechsel-Stichtag (wie in § 4(5) definiert) um zusätzliche 500 Basispunkte *per annum*. Für den Fall, dass in dem Zeitraum zwischen dem Eintritt des ersten Kontrollwechsels und dem Tag, an dem die Kontrollwechsel-Mitteilung (wie in § 4(5) definiert) in Bezug auf diesen ersten Kontrollwechsel veröffentlicht wird, mehr als ein Kontrollwechsel eintritt, erhöht sich der für die Berechnung der Zinsen ansonsten anzuwendende Reset-Zinssatz jedoch nur einmal.

may have against any Holder against any of its obligations under the Notes.

### § 3 INTEREST, INTEREST DEFERRAL

*Interest Accrual.* From (and including) 15 January 2025 (the “**Interest Commencement Date**”) to (but excluding) 15 January 2031 (the “**First Reset Date**”), each Note bears interest on its Specified Denomination at a rate of 5.250 per cent. *per annum*.

From (and including) the First Reset Date to (but excluding) the Maturity Date, each Note bears interest on its Specified Denomination at the relevant Reset Rate of Interest (*as defined below*).

“**Reset Rate of Interest**” means the sum of the Reference Rate for the relevant Reset Period plus the Margin (*as defined below*).

“**Margin**” means in respect of (i) the Reset Period from (and including) the First Reset Date to (but excluding) the First Step-up Date, 2.855 per cent.; and (ii) each Reset Period from (and including) the First Step-up Date to (but excluding) the Second Step-up Date 3.105 per cent.; and (iii) the Reset Period from (and including) the Second Step-up Date to (but excluding) the Maturity Date, 3.855 per cent.

If a Change of Control Event (as defined in § 4(5)) occurs and the Issuer does not redeem the Notes in whole in accordance with § 4(5), the rate applicable for calculating the interest will be subject to an additional 500 basis points *per annum* above the otherwise applicable Reset Rate of Interest from the Change of Control Effective Date (as defined in § 4(5)), provided however that, in case more than one Change of Control will have occurred in the period from the occurrence of the first Change of Control to (and including) the day on which the Change of Control Notice (as defined in § 4(5)) with regard to such first Change of Control is published, the otherwise applicable Reset Interest Rate will only be increased once.

„**Erster Step-up Termin**“ ist der 15. Januar 2036.

„**Zweiter Step-up Termin**“ ist der 15. Januar 2051.

Die Ersetzung der Benchmark ermöglicht die effektive Ersetzung des 5-Jahres EUR Mid-Swapsatz durch einen Nachfolge- oder Alternativsatz und die notwendigen Anpassungen im Falle der Einstellung des 5-Jahres EUR Mid-Swapsatzes/EURIBOR, wie in § 3 der Anleihebedingungen näher beschrieben.

- (2) *Zinszahlungstage.* Zinsen für jeden Zinszeitraum (wie nachfolgend definiert) sind jährlich nachträglich am 15. Januar eines jeden Jahres zu zahlen, beginnend am 15. Januar 2026 (jeweils ein „**Zinszahlungstag**“).

„**Zinszeitraum**“ bezeichnet (i) den Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) (kurzer erster Zinszeitraum) und danach (ii) den Zeitraum ab einem Zinszahlungstag (einschließlich) bis zum unmittelbar folgenden Zinszahlungstag (ausschließlich).

- (3) *Feststellung des Referenzsatzes.* Der „**Referenzsatz**“ wird für einen Reset-Zeitraum von der Berechnungsstelle an dem betreffenden Zinsfestsetzungstag (wie nachfolgend definiert) vor dem Reset-Termin, an dem der betreffende Reset-Zeitraum beginnt, wie folgt festgelegt:

- (a) Für jeden Reset-Zeitraum, der vor dem Eintritt des jeweiligen Stichtags (wie in § 3(6)(g) definiert) beginnt, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem betreffenden Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

- (b) Für den Reset-Zeitraum, der unmittelbar nach dem jeweiligen Stichtag beginnt, und

„**First Step-up Date**“ means 15 January 2036.

„**Second Step-up Date**“ means 15 January 2051.

Benchmark replacement will apply allowing for effective replacement of the 5-year EUR Mid-Swap rate with a Successor or Alternative rate and necessary adjustments in the case of the 5-year EUR Mid-Swap Rate/EURIBOR being discontinued as further specified in § 3 of the Terms and Conditions of the Notes.

*Interest Payment Dates.* Interest for each Interest Period (*as defined below*) is scheduled to be paid annually in arrear on 15 January in each year, commencing on 15 January 2026 (each an „**Interest Payment Date**“).

„**Interest Period**“ means (i) the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date (short first interest period) and (ii) the period from (and including) any Interest Payment Date to (but excluding) the next following Interest Payment Date.

- (3) *Determination of the Reference Rate.* The „**Reference Rate**“ for a Reset Period will be determined by the Calculation Agent on the relevant Interest Determination Date (as defined below) prior to the Reset Date on which the relevant Reset Period commences as follows:

- (a) For each Reset Period beginning prior to the occurrence of the relevant Effective Date (as defined in § 3(6)(g)), the Reference Rate will be equal to the Original Benchmark Rate on the relevant Interest Determination Date.

If the Original Benchmark Rate does not appear on the Screen Page as at the relevant time on the relevant Interest Determination Date, the Reference Rate shall be equal to the Original Benchmark Rate on the Screen Page on the last day preceding the relevant Interest Determination Date on which such Original Benchmark Rate was displayed.

- (b) For the Reset Period commencing immediately after the relevant Effective Date and all following Reset Periods, the

alle folgenden Reset-Zeiträume, wird der Referenzsatz gemäß § 3(5) bestimmt.

Für die Bestimmung des Referenzsatzes wird jeder nicht auf jährlicher Basis ausgedrückte Satz von der Berechnungsstelle auf eine jährliche Basis umgerechnet.

„**Ursprünglicher Benchmarksatz**“ an einem Tag bezeichnet (vorbehaltlich § 3(6)) den jährlichen EUR Mid-Swapsatz (ausgedrückt als Prozentsatz *per annum*) um 11:00 Uhr (Frankfurter Zeit), wie er auf der Bildschirmseite gegen 11:00 Uhr (Frankfurter Zeit) (oder zu einer späteren Uhrzeit, zu welcher der EUR Mid-Swapsatz auf der Bildschirmseite verfügbar wird) an dem betreffenden Tag angezeigt wird.

Für diese Zwecke bezeichnet „**EUR Mid-Swapsatz**“ das arithmetische Mittel der nachgefragten (*bid*) und angebotenen (*offered*) Sätze für den jährlichen Festzinszahlungsstrom einer fest- bis variabel (*fixed-for-floating*) Zinsswap-Transaktion in Euro, (x) die eine 5-jährige Laufzeit hat, und (y) deren variabler Zahlungsstrom auf dem 6-Monats-EURIBOR-Satz (oder dem EURIBOR-Satz für eine andere Laufzeit, die der Laufzeit gemäß dem dann vorherrschenden Marktstandard für solche fest- bis variabel (*fixed-for-floating*) Zinsswap-Transaktionen in Euro entspricht) beruht.

Dabei gilt Folgendes:

„**Bildschirmseite**“ bezeichnet die Reuters Bildschirmseite „ICESWAP2“ (oder eine Nachfolgeside) unter der Überschrift „11:00 AM“ (oder einer Nachfolgeüberschrift) (die „**Ursprüngliche Bildschirmseite**“). Wenn die Ursprüngliche Bildschirmseite dauerhaft eingestellt wird, oder wenn darauf die Quotierung des Ursprünglichen Benchmarksatzes dauerhaft eingestellt wird, jedoch diese Quotierung von einem anderen Anbieter und/oder auf einer anderen Bildschirmseite, der bzw. die von der Emittentin nach billigem Ermessen ausgewählt worden ist, verfügbar ist (die „**Ersatzbildschirmseite**“), dann bezeichnet der Begriff „Bildschirmseite“ zum Zweck der Festlegung des Ursprünglichen Benchmarksatzes die Ersatzbildschirmseite, und zwar ab dem Tag,

Reference Rate will be determined in accordance with § 3(5).

For purposes of the determination of the Reference Rate, any rate which is not expressed on an annual basis will be converted by the Calculation Agent to an annual basis.

„**Original Benchmark Rate**“ on any day means (subject to § 3(6)) the annual EUR Mid-Swap Rate (expressed as a percentage per annum) as at 11:00 a.m. (Frankfurt time), as displayed on the Screen Page as at or around 11:00 a.m. (Frankfurt time) (or, if later, as at or around such time at which the EUR Mid-Swap Rate becomes available on the Screen Page) on such day.

For these purposes „**EUR Mid-Swap Rate**“ means the arithmetic mean of the bid and offered rates for the annual fixed leg of a fixed-for-floating interest rate swap transaction in Euro which (x) has a term of 5 years and (y) has a floating leg based on the 6-month EURIBOR rate (or the EURIBOR rate for such other tenor as is the then prevailing market standard tenor for such fixed-for-floating interest rate swap transactions in Euro).

Where:

„**Screen Page**“ means Reuters Screen Page „ICESWAP2“ (or any successor page) under the heading „11:00 AM“ (or any successor heading) (the „**Original Screen Page**“). If the Original Screen Page permanently ceases to exist or permanently ceases to quote the Original Benchmark Rate but such quotation is available from another provider and/or page selected by the Issuer in its reasonable discretion (the „**Replacement Screen Page**“), the term „Screen Page“ for purposes of the determination of the Original Benchmark Rate shall be the Replacement Screen Page with effect from the date on which the Replacement Screen Page is selected by the Issuer.

an dem die Emittentin die Ersatzbildschirmseite auswählt.

„**Reset-Termin**“ bezeichnet den Ersten Reset-Termin und danach jeden fünften Jahrestag des vorausgegangenen Reset-Termins.

„**Reset-Zeitraum**“ bezeichnet jeden Zeitraum ab dem Ersten Reset-Termin (einschließlich) bis zu dem nächstfolgenden Reset-Termin (ausschließlich) und danach ab einem Reset-Termin (einschließlich) bis zu dem nächstfolgenden Reset-Termin (ausschließlich).

„**T2-Geschäftstag**“ bezeichnet einen Tag, an dem das von dem Eurosystem betriebene Real-time Gross Settlement-System („**T2**“) oder ein Nachfolgesystem für die Abwicklung von Zahlungen in Euro geöffnet ist.

„**Zinsfestsetzungstag**“ bezeichnet den zweiten T2-Geschäftstag vor dem betreffenden Reset-Termin.

(4) Unverzüglich nach Bestimmung des betreffenden Referenzsatzes wird die Berechnungsstelle den Reset-Zinssatz für den betreffenden Reset-Zeitraum berechnen.

(5) Die Berechnungsstelle wird veranlassen, dass der Referenzsatz und der daraus resultierende Reset-Zinssatz für jeden Reset-Zeitraum der Emittentin, der Hauptzahlstelle, und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Gläubigern gemäß § 12 unverzüglich, aber keinesfalls später als am achten auf dessen Feststellung folgenden Geschäftstag mitgeteilt wird.

„**Geschäftstag**“ bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in Frankfurt am Main für den allgemeinen Geschäftsverkehr geöffnet sind.

(6) *Benchmark-Ereignis.* Wenn ein Benchmark-Ereignis (wie in § 3(6)(f) definiert) in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 3 Folgendes:

“**Reset Date**” means the First Reset Date and thereafter each fifth anniversary of the preceding Reset Date.

“**Reset Period**” means each period from and including the First Reset Date to but excluding the immediately following Reset Date and thereafter from and including a Reset Date to but excluding the immediately following Reset Date.

“**T2 Business Day**” means a day on which the real-time gross settlement system operated by the Eurosystem (“**T2**”), or any successor system, is open for the settlement of payments in Euro.

“**Interest Determination Date**” means the second T2 Business Day prior to the relevant Reset Date.

Promptly after the determination of the relevant Reference Rate, the Calculation Agent shall determine the Reset Rate of Interest for the relevant Reset Period.

The Calculation Agent will cause the Reference Rate and the resulting Reset Rate of Interest for each Reset Period to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are listed from time to time at the request of the Issuer, to such stock exchange, and to the Holders in accordance with § 12 without undue delay, but, in any case, not later than on the eighth Business Day after its determination.

“**Business Day**” means a day (other than a Saturday or a Sunday) on which commercial banks in Frankfurt am Main are open for business.

*Benchmark Event.* If a Benchmark Event (as defined in § 3(6)(f)) occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Notes in accordance with § 3 will be determined as follows:

- (a) *Unabhängiger Berater.* Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater (wie in § 3(6)(f) definiert) zu benennen, der einen Neuen Benchmarksatz (wie in § 3(6)(f) definiert), die Anpassungsspanne (wie in § 3(6)(f) definiert) und etwaige Benchmark-Änderungen (wie in § 3(6)(d) definiert) festlegt.
- (b) *Ausweichsatz (fallback rate).* Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag
- (i) die Emittentin keinen Unabhängigen Berater ernannt hat; oder
- (ii) der von ihr ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsspanne und/oder keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 3(6) festgelegt hat,
- dann entspricht der Referenzsatz für den sich unmittelbar anschließenden Reset-Zeitraum dem an dem letzten, unmittelbar vor Eintritt des relevanten Stichtags liegenden Zinsfestsetzungstag festgestellten Referenzsatz.
- Sofern dieser § 3(6)(b) bereits an dem Zinsfestsetzungstag vor dem Ersten Reset-Termin angewendet werden muss, entspricht der Referenzsatz für den ersten Reset-Zeitraum 2,365% *per annum*.
- Sofern der gemäß diesem § 3(6)(b) bestimmte Ausweichsatz (fallback rate) zur Anwendung kommt, wird § 3(5) erneut angewendet, um den Referenzsatz für den nächsten nachfolgenden Reset-Zeitraum (und, sofern notwendig, weitere nachfolgende Reset-Zeiträume) zu bestimmen.
- (c) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz.* Falls der Unabhängige Berater nach billigem Ermessen feststellt,
- (i) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz der Neue Benchmarksatz; oder
- (a) *Independent Adviser.* The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, use its best efforts to appoint an Independent Adviser (as defined in § 3(6)(f)), who will determine a New Benchmark Rate (as defined in § 3(6)(f)), the Adjustment Spread (as defined in § 3(6)(f)) and any Benchmark Amendments (as defined in § 3(6)(d)).
- (b) *Fallback rate.* If, prior to the 10th Business Day prior to the relevant Interest Determination Date
- (i) the Issuer has not appointed an Independent Adviser; or
- (ii) the Independent Adviser appointed by it has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined any Benchmark Amendments (if required) in accordance with this § 3(6),
- then the Reference Rate applicable to the immediately following Reset Period shall be the Reference Rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date.
- If this § 3(6)(b) is to be applied on the Interest Determination Date prior to the First Reset Date, the Reference Rate applicable to the first Reset Period shall be 2.365 per cent. *per annum*.
- If the fallback rate determined in accordance with this § 3(6)(b) is to be applied, § 3(5) will be operated again to determine the Reference Rate applicable to the next subsequent (and, if required, further subsequent) Reset Period(s).
- (c) *Successor Benchmark Rate or Alternative Benchmark Rate.* If the Independent Adviser determines in its reasonable discretion that:
- (i) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall be the New Benchmark Rate; or

- (ii) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz der Neue Benchmarksatz.

In beiden Fällen entspricht der Referenzsatz für den unmittelbar nach dem Stichtag beginnenden Reset-Zeitraum und alle folgenden Reset-Zeiträume dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

- (d) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne gemäß diesem § 3(6) festgelegt werden, und wenn der Unabhängige Berater nach billigem Ermessen feststellt, dass Änderungen dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die „**Benchmark-Änderungen**“), dann wird der Unabhängige Berater nach billigem Ermessen die Benchmark-Änderungen festsetzen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen in diesen Anleihebedingungen erfassen:

- (i) die Feststellung des Referenzsatzes gemäß § 3(3) und diesem § 3(6); und/oder
- (ii) die Definitionen der Begriffe „Geschäftstag“, „Reset-Termin“, „Reset-Zeitraum“, „Zahltag“, „Zinsfestsetzungstag“, „Zinszeitraum“, „Zinstagequotient“ und/oder „Zinszahlungstag“ (einschließlich der Festlegung, ob der Referenzsatz vorausschauend vor oder zu Beginn des betreffenden Zinszeitraums oder zurückblickend vor oder zum Ablauf des betreffenden Zinszeitraums bestimmt wird); und/oder
- (iii) die Geschäftstageskonvention gemäß § 6(4).

- (e) Mitteilung, etc.

- (ii) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall be the New Benchmark Rate.

In either case the Reference Rate for the Reset Period commencing immediately after the Effective Date and all following Reset Periods will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

- (d) *Benchmark Amendments.* If any relevant New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 3(6), and if the Independent Adviser determines in its reasonable discretion that amendments to the Terms and Conditions are necessary to ensure the proper operation of the New Benchmark Rate and the applicable Adjustment Spread (such amendments, the „**Benchmark Amendments**“), then the Independent Adviser will determine in its reasonable discretion the Benchmark Amendments.

The Benchmark Amendments may include, without limitation, the following provisions of these Terms and Conditions:

- (i) the determination of the Reference Rate in accordance with § 3(3) and this § 3(6); and/or
- (ii) the definitions of the terms “Business Day”, “Reset Date”, “Reset Period”, “Payment Business Day”, “Interest Determination Date”, “Interest Period”, “Day Count Fraction” and/or “Interest Payment Date” (including the determination whether the Reference Rate will be determined in advance on or prior to the relevant Interest Period or in arrear on or prior to the end of the relevant Interest Period); and/or
- (iii) the business day convention in accordance with § 6(4).

- (e) Notices, etc.



(i) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne, etwaige Benchmark-Änderungen und den betreffenden Stichtag gemäß diesem § 3(6) bzw. den Ausweichsatz gemäß § 3(6)(b) der Hauptzahlstelle, der Berechnungsstelle und den Zahlstellen in Form einer von zwei Unterschriftsberechtigten der Emittentin unterzeichneten Bescheinigung mitteilen, und zwar sobald eine solche Mitteilung bzw. Bescheinigung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag.

(ii) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 3(6) bzw. den Ausweichsatz gemäß § 3(6)(b) den Gläubigern gemäß § 12 mitteilen, und zwar so bald wie praktikabel nach der Mitteilung gemäß Ziffer (i). Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen bzw. der Ausweichsatz sowie der betreffende Stichtag, die jeweils in der Mitteilung benannt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Hauptzahlstelle, die Zahlstellen, die Berechnungsstelle und die Gläubiger bindend.

(iii) Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

(f) *Definitionen.* Zur Verwendung in diesem § 3(6):

Die „**Anpassungsspanne**“, die positiv, negativ oder gleich null sein kann, wird in Basispunkten ausgedrückt und bezeichnet

(i) The Issuer will notify any New Benchmark Rate, the Adjustment Spread, the Benchmark Amendments (if any) and the relevant Effective Date determined in accordance with this § 3(6) or the fallback rate in accordance with § 3(6)(b), as the case may be, to the Principal Paying Agent, the Calculation Agent and the Paying Agents in the form of a certificate signed by two authorised signatories of the Issuer as soon as such notification or certification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10th Business Day prior to the relevant Interest Determination Date.

(ii) The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined in accordance with this § 3(6) or the fallback rate in accordance with § 3(6)(b), as the case may be, to the Holders in accordance with § 12 as soon as practicable following the notice in accordance with clause (i). Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) or the fallback rate, as the case may be, and the relevant Effective Date, each as specified in such notice, will (in the absence of manifest error) be binding on the Issuer, the Principal Paying Agent, the Paying Agents, the Calculation Agent and the Holders.

(iii) The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) with effect from the Effective Date.

(f) *Definitions.* As used in this § 3(6):

The „**Adjustment Spread**“, which may be positive, negative or zero, will be expressed in basis points and means either (x) the

entweder (x) die Spanne oder (y) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne, die

- (i) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von einem Maßgeblichen Nominierungsgremium empfohlen wird; oder
- (ii) (sofern keine Empfehlung gemäß Ziffer (i) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihekapitalmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder
- (iii) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Spanne üblicherweise angewendet wird, und dass das Folgende für die Schuldverschreibungen angemessen ist) als industrieweiter Standard für Over-the-Counter-Derivatetransaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt oder bestätigt ist, wenn der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

„**Alternativ-Benchmarksatz**“ bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten (oder, hilfsweise, an den internationalen Swapmärkten) zur Bestimmung eines Mid-Swap-Satzes mit 5-jähriger Laufzeit in Euro angewendet wird, wobei sämtliche Feststellungen durch den

spread, or (y) the result of the operation of the formula or methodology for calculating the spread, which

- (i) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or
- (ii) (if no recommendation pursuant to clause (i) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion; or
- (iii) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied and that the following would be appropriate for the Notes) is recognized or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

“**Alternative Benchmark Rate**” means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets (or, alternatively, the international swap markets) for the purpose of determining a mid-swap rate with a 5-year maturity in Euro, provided that all determinations will be made by the

Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

Ein „**Benchmark-Ereignis**“ tritt ein, wenn:

- (i) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen Aufsichtsbehörde vorgenommen wird, aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (ii) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen des Administrators des Ursprünglichen Benchmarksatzes vorgenommen wird, aus der hervorgeht, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (iii) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen werden oder zu erwarten sind; oder
- (iv) die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grund nach einem Gesetz oder einer Verordnung, die in Bezug auf die Hauptzahlstelle, einer weiteren

Independent Adviser in its reasonable discretion.

A „**Benchmark Event**“ occurs if:

- (i) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (ii) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (iii) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the regulatory supervisor of the Original Benchmark Rate administrator; or
- (iv) it has become, for any reason, unlawful under any law or regulation applicable to the Principal Paying Agent, any further Paying Agent, the

Zahlstelle, die Berechnungsstelle oder die Emittentin anwendbar sind, rechtswidrig geworden ist; oder

- (v) der Ursprüngliche Benchmarksatz ohne vorherige offizielle Ankündigung durch die zuständige Aufsichtsbehörde oder den Administrator dauerhaft nicht mehr veröffentlicht wird; oder
- (vi) die Methode für die Feststellung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) ändert sich wesentlich gegenüber der Methode, die der Administrator des Ursprünglichen Benchmarksatzes bei Zinslaufbeginn anwendet.

**„Maßgebliches Nominierungsgremium“** bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes:

- (i) die Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder
- (ii) jede Arbeitsgruppe oder jeden Ausschuss, die bzw. der von (A) der Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, (B) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (C) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (D) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon gefördert, geführt oder mitgeführt wird oder auf deren Verlangen gebildet wird.

**„Nachfolge-Benchmarksatz“** bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Maßgebliche Nominierungsgremium empfohlen wurde.

Calculation Agent or the Issuer to use the Original Benchmark Rate; or

- (v) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the regulatory supervisor or the administrator; or
- (vi) the methodology for the determination of the Original Benchmark Rate (or any component part thereof) is materially altered compared to the methodology as used by the administrator of the Original Benchmark Rate at the Interest Commencement Date.

**“Relevant Nominating Body”** means, in respect of the replacement of the Original Benchmark Rate:

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other regulatory supervisor which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

**“Successor Benchmark Rate”** means a successor to or replacement of the Original Benchmark Rate which is formally recommended by any Relevant Nominating Body.

„**Neuer Benchmarksatz**“ bezeichnet den jeweils gemäß diesem § 3(6) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

„**Unabhängiger Berater**“ bezeichnet ein von der Emittentin ernanntes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in den internationalen Anleihekapitalmärkten, und der die Berechnungsstelle sein kann.

- (g) *Stichtag.* Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem § 3(6) (der „**Stichtag**“) ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:
- (i) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird, den Tag, an dem der Ursprüngliche Benchmarksatz eingestellt wird oder den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist oder sein wird, wenn das Benchmark-Ereignis aufgrund der Ziffern (i), (ii) oder (iii) der Definition des Begriffs „Benchmark-Ereignis“ eingetreten ist; oder
  - (ii) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund der Ziffer (iv) der Definition des Begriffs „Benchmark-Ereignis“ eingetreten ist; oder
  - (iii) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Ziffern (v) oder (vi) der Definition des Begriffs „Benchmark-Ereignis“ eingetreten ist.
- (h) Eine Anpassung des Ursprünglichen Benchmarksatzes im Falle eines Benchmark-Ereignisses darf nur insoweit durchgeführt werden, als dass durch diese Anpassung kein Verlust der Eigenkapitalanrechnung oder

“**New Benchmark Rate**” means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 3(6).

“**Independent Adviser**” means an independent financial institution of international reputé or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer, and which may be the Calculation Agent.

- (g) *Effective Date.* The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(6) (the “**Effective Date**”) will be the Interest Determination Date falling on or after the earliest of the following dates:
- (i) if the Benchmark Event has occurred as a result of clauses (i), (ii) or (iii) of the definition of the term “Benchmark Event”, the date of cessation of publication of the Original Benchmark Rate, the date of the discontinuation of the Original Benchmark Rate or the date as from which the Original Benchmark Rate is no longer, or will no longer be, representative, as the case may be; or
  - (ii) if the Benchmark Event has occurred as a result of clause (iv) of the definition of the term “Benchmark Event”, the date from which the prohibition applies; or
  - (iii) if the Benchmark Event has occurred as a result of clauses (v) or (vi) of the definition of the term “Benchmark Event”, the date of the occurrence of the Benchmark Event.
- (h) Any adjustment to the Original Benchmark Rate in case of a Benchmark Event will be made only to the extent that no Loss in Equity Credit or Shortening in Equity Credit would occur as a result of such adjustment.

keine Verkürzung der Eigenkapitalanrechnung eintritt.

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| <p>(i) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3(6) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 3 auf den Begriff „Ursprünglicher Benchmarksatz“ als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.</p> | <p>(i) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3(6) shall apply <i>mutatis mutandis</i> to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 3 to the term “Original Benchmark Rate” shall be deemed to be a reference to the New Benchmark Rate that last applied.</p> |
| <p>(j) In diesem § 3(6) schließt jede Bezugnahme auf den Begriff „Ursprünglicher Benchmarksatz“ gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente des Ursprünglichen Benchmarksatzes ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.</p>  | <p>(j) Any reference in this § 3(6) to the term “Original Benchmark Rate” shall be deemed to include a reference to any component part thereof, as applicable, if a Benchmark Event has occurred in respect of that component part.</p>   |
| <p>(7) <i>Zinstagequotient</i>. Die Zinsen für einen beliebigen Zeitraum werden auf der Grundlage des Zinstagequotienten berechnet.</p> <p>„Zinstagequotient“ bezeichnet bei der Berechnung des Zinsbetrages für eine Schuldverschreibung für einen beliebigen Zeitraum (der „Zinsberechnungszeitraum“):</p>  | <p>(7) <i>Day Count Fraction</i>. Interest for any period of time will be calculated on the basis of the Day Count Fraction.</p> <p>“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (the “Calculation Period”):</p>   |
| <p>(a) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in der betreffenden Feststellungsperiode; und</p>   | <p>(a) if the Calculation Period is equal to or shorter than the Determination Period in which it falls, the number of days in the Calculation Period divided by the number of days in such Determination Period; and</p>   |
| <p>(b) wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus</p>   | <p>(b) if the Calculation Period is longer than one Determination Period, the sum of:</p>   |
| <p>(i) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode; und</p>   | <p>(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and</p>   |
| <p>(ii) die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch die Anzahl der</p>  | <p>(ii) the number of days in such Calculation Period falling in the next Determination Period divided by the</p>   |

Tage in der betreffenden Feststellungsperiode.

Dabei gilt Folgendes:

„**Feststellungsperiode**“ bezeichnet jeden Zeitraum ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).

„**Feststellungstermin**“ bezeichnet jeden 15. Januar.

number of days in such Determination Period.

Where:

“**Determination Period**” means each period from and including a Determination Date in any year to but excluding the next Determination Date.

“**Determination Date**” means each 15 January.

(8) *Zinsaufschub.*

(a) *Fälligkeit von Zinszahlungen; wahlweiser Zinsaufschub.* Zinsen, die während eines Zinszeitraums auflaufen, werden an dem betreffenden Zinszahlungstag fällig, sofern sich die Emittentin nicht durch eine Bekanntmachung an die Gläubiger gemäß § 12 innerhalb einer Frist von nicht weniger als 10 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu entscheidet, die betreffende Zinszahlung (insgesamt oder teilweise) aufzuschieben.

Wenn sich die Emittentin an einem Zinszahlungstag zur Nichtzahlung aufgelaufener Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Zinszahlungstag Zinsen zu zahlen. Diese sind Aufgeschobene Zinszahlungen (wie nachfolgend definiert). Ein Aufschub einer Zinszahlung aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

Nach Maßgabe dieses § 3(8) nicht fällig gewordene Zinsen sind aufgeschobene Zinszahlungen („**Aufgeschobene Zinszahlungen**“).

Aufgeschobene Zinszahlungen werden nicht verzinst.

(b) *Freiwillige Zahlung von Aufgeschobenen Zinszahlungen.* Die Emittentin ist berechtigt, ausstehende Aufgeschobene Zinszahlungen jederzeit insgesamt oder teilweise, nach Bekanntmachung an die Gläubiger unter Einhaltung einer Frist von nicht weniger als 10 Geschäftstagen vor einer solchen freiwilligen Zinszahlung zu zahlen, wobei

(8) *Interest Deferral.*

(a) *Due Date for Interest Payments; Optional Interest Deferral.* Interest which accrues during an Interest Period will be due and payable (*fällig*) on the relevant Interest Payment Date, unless the Issuer elects, by giving notice to the Holders not less than 10 Business Days prior to the relevant Interest Payment Date in accordance with § 12, to defer the relevant payment of interest (in whole or in part).

If the Issuer elects not to pay accrued interest on an Interest Payment Date, then it will not have any obligation to pay such interest on such Interest Payment Date and will constitute Arrears of Interest (as defined below). Any such deferral of an interest payment will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Interest not due and payable in accordance with this § 3(8) will constitute arrears of interest (“**Arrears of Interest**”).

Arrears of Interest will not bear interest.

(b) *Optional Settlement of Arrears of Interest.* The Issuer will be entitled to pay outstanding Arrears of Interest in whole or in part at any time by giving notice to the Holders not less than 10 Business Days before such voluntary payment and specifying (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment.

eine solche Bekanntmachung (i) den Betrag an Aufgeschobenen Zinszahlungen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Termin enthalten muss.

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| <p>(c) <i>Pflicht zur Zahlung von Aufgeschobenen Zinszahlungen.</i> Die Emittentin ist verpflichtet, Aufgeschobene Zinszahlungen insgesamt und nicht nur teilweise am nächsten Pflichtnachzahlungstag zu zahlen.</p>  | <p>(c) <i>Mandatory Payment of Arrears of Interest.</i> The Issuer must pay Arrears of Interest (in whole but not in part) on the next Mandatory Settlement Date.</p>  |
| <p>(d) „<b>Pflichtnachzahlungstag</b>“ bezeichnet den frühesten der folgenden Tage:</p> <ul style="list-style-type: none"> <li>(i) den Tag, der fünf Zahltage nach dem Tag liegt, an dem ein Obligatorisches Zahlungsereignis eingetreten ist; oder</li> <li>(ii) den Tag, an dem die Emittentin Zinsen auf die Schuldverschreibungen zahlt; oder</li> <li>(iii) den Tag, an dem die Emittentin oder eine Tochtergesellschaft der Emittentin eine Dividende, Zinsen, eine sonstige Ausschüttung oder eine sonstige Zahlung auf eine Gleichrangige Verbindlichkeit leistet; oder</li> <li>(iv) den Tag, an dem die Emittentin oder eine Tochtergesellschaft der Emittentin eine Gleichrangige Verbindlichkeit oder eine Schuldverschreibung zurückzahlt, zurückkauft oder anderweitig erwirbt (jeweils direkt oder indirekt); oder</li> <li>(v) den fünften Jahrestag des Zinszahlungstags, an dem die Emittentin erstmals eine Zinszahlung, die Teil der ausstehenden Aufgeschobenen Zinszahlungen ist, gemäß § 3(8) aufgeschoben hat; oder</li> <li>(vi) den Tag der Rückzahlung der Schuldverschreibungen gemäß diesen Anleihebedingungen; oder</li> <li>(vii) den Tag, an dem eine Entscheidung hinsichtlich der Auseinandersetzung, Liquidation oder Auflösung der Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer</li> </ul> | <p>(d) <b>“Mandatory Settlement Date”</b> means the earliest of:</p> <ul style="list-style-type: none"> <li>(i) the date falling five Payment Business Days after the date on which a Compulsory Payment Event has occurred; or</li> <li>(ii) the date on which the Issuer pays interest on the Notes; or</li> <li>(iii) the date on which the Issuer or any Subsidiary of the Issuer pays any dividend, interest, other distribution or other payment in respect of any Parity Obligation; or</li> <li>(iv) the date on which the Issuer or any Subsidiary of the Issuer redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Parity Obligations or any Notes; or</li> <li>(v) the fifth anniversary of the Interest Payment Date on which the Issuer first deferred a payment of interest in accordance with § 3(8) constituting part of the outstanding Arrears of Interest; or</li> <li>(vi) the date of redemption of the Notes in accordance with these Terms and Conditions; or</li> <li>(vii) the date on which an order is made for the winding-up, liquidation or dissolution of the Issuer (other than for the purposes of or pursuant to an amalgamation, reorganization or restructuring whilst solvent, where the continuing entity assumes</li> </ul> |



Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt),

mit der Maßgabe, dass

- (x) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft der Emittentin nach Maßgabe der Anleihebedingungen der betreffenden Gleichrangigen Verbindlichkeit zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;
- (y) in dem vorgenannten Fall (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft der Emittentin (jeweils direkt oder indirekt) Gleichrangige Verbindlichkeiten oder Schuldverschreibungen (insgesamt oder teilweise) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot mit einer unter dem Nennwert liegenden Gegenleistung je Gleichrangiger Verbindlichkeit bzw. je Schuldverschreibung zurückkauft oder anderweitig erwirbt; und
- (z) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die betreffenden Zahlungen auf oder in Bezug auf Gleichrangige Verbindlichkeiten Konzerninterne Zahlungen sind.
- (aa) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn eine anteilige Zahlung von aufgeschobenen Zinsen auf eine gleichrangige Schuldverschreibung der Emittentin gleichzeitig mit einer anteiligen Zahlung von rückständigen Zinsen erfolgt, unter der Voraussetzung, dass eine solche anteilige Zahlung auf eine gleichrangige

substantially all of the assets and obligations of the Issuer),

provided that

- (x) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary of the Issuer is obliged under the terms and conditions of such Parity Obligation to make such payment, such redemption, such repurchase or such other acquisition;
- (y) in the case (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary of the Issuer repurchases or otherwise acquires (in each case directly or indirectly) any Parity Obligations or any Notes (in whole or in part) in a public tender offer or public exchange offer at a consideration per Parity Obligation or Note below its par value; and
- (z) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the relevant payments on, or in respect of, any Parity Obligations are Intra-Group Payments.
- (aa) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs in respect of any pro rata payment of deferred interest on a Parity Obligation of the Issuer which is made simultaneously with a pro rata payment of any Arrears of Interest provided that such pro rata payment on a Parity Obligation of the Issuer is not proportionately more than the

Schuldverschreibung der Emittentin nicht anteilig höher ist als die anteilige Zahlung eines solchen rückständigen Zinsbetrags.

pro rata payment of any such Arrears of Interest.

(e) Ein „**Obligatorisches Zahlungereignis**“ bezeichnet vorbehaltlich des nachstehenden Satzes 2 jedes der folgenden Ereignisse:

- (i) die ordentliche Hauptversammlung der Emittentin beschließt, eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf eine Aktie einer beliebigen Gattung der Emittentin zu leisten (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder
- (ii) die Emittentin oder eine Tochtergesellschaft der Emittentin zahlt eine Dividende, Zinsen, eine sonstige Ausschüttung oder eine sonstige Zahlung auf eine Nachrangige Verbindlichkeit (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder
- (iii) die Emittentin oder eine Tochtergesellschaft der Emittentin (jeweils direkt oder indirekt) zahlt oder kauft eine Nachrangige Verbindlichkeit zurück oder erwirbt sie anderweitig.

In den vorgenannten Fällen (ii) und (iii) tritt jedoch kein Obligatorisches Zahlungereignis ein, wenn

- (x) die Emittentin oder die betreffende Tochtergesellschaft der Emittentin nach Maßgabe der Anleihebedingungen der betreffenden Nachrangigen Verbindlichkeit zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist; oder
- (y) die Emittentin oder die betreffende Tochtergesellschaft der Emittentin Aktien einer beliebigen Gattung der Emittentin oder eine Nachrangige Verbindlichkeit nach Maßgabe eines bestehenden oder zukünftigen Aktienoptions- oder Aktienbeteiligungsprogramms oder

(e) A “**Compulsory Payment Event**” means any of the following events, subject to sentence 2 below:

- (i) the ordinary general meeting of shareholders (*ordentliche Hauptversammlung*) of the Issuer resolves on the payment of any dividend, other distribution or other payment on any share of any class of the Issuer (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or
- (ii) the date on which the Issuer or any Subsidiary of the Issuer pays any dividend, interest, other distribution or other payment in respect of any Junior Obligation (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or
- (iii) the Issuer or any Subsidiary of the Issuer redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Junior Obligation.

The cases (ii) and (iii) above are subject to the proviso that no Compulsory Payment Event occurs if:

- (x) the Issuer or the relevant Subsidiary of the Issuer is obliged under the terms and conditions of such Junior Obligation to make such payment, such redemption, such repurchase or such other acquisition; or
- (y) the Issuer or the relevant Subsidiary of the Issuer repurchases or otherwise acquires (in each case directly or indirectly) any share of any class of the Issuer or any Junior Obligation pursuant to the obligations of the Issuer under any existing or future stock option or

ähnlichen Programms für Mitglieder des Vorstands oder des Aufsichtsrats (oder, im Falle verbundener Unternehmen, ähnlicher Gremien) oder Mitarbeiter der Emittentin oder mit ihr verbundener Unternehmen (jeweils direkt oder indirekt) zurückkauft oder anderweitig erwirbt oder ein solcher Erwerb aus der Umwandlung von wandelbaren Wertpapieren resultiert, die von der Emittentin begeben wurden oder von einer Tochtergesellschaft der Emittentin mit einer Garantie der Emittentin begeben wurden; oder

- (z) die betreffenden Zahlungen auf oder in Bezug auf Nachrangige Verbindlichkeiten Konzerninterne Zahlungen sind.

„**Konzerninterne Zahlungen**“ sind Zahlungen, die ausschließlich an die Emittentin und/oder an eine oder mehrere der Tochtergesellschaften der Emittentin erfolgen.

- (9) *Zinslaufende.* Die Verzinsung der Schuldverschreibungen endet mit Beginn des Tages, an dem ihr Nennbetrag zur Rückzahlung fällig wird. Sollte die Emittentin eine Zahlung von Kapital auf die Schuldverschreibungen bei Fälligkeit nicht leisten, endet die Verzinsung der Schuldverschreibungen mit Beginn des Tages der tatsächlichen Zahlung. Der in einem solchen Fall jeweils anzuwendende Zinssatz wird gemäß diesem § 3 bestimmt.

#### § 4 RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.* Sofern nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrer Festgelegten Stückelung am 15. Januar 2055 (der „**Endfälligkeitstag**“) zuzüglich aufgelaufener aber noch nicht gezahlter Zinsen bis zum Endfälligkeitstag (ausschließlich) sowie Aufgeschobener Zinszahlungen zurückgezahlt.
- (2) *Kündigungsrecht der Emittentin bei einem Quellensteuer-Ereignis, einem Steuerereignis oder einem Eigenkapitalanrechnungseignis.*

stock ownership programme or similar programme for any members of the board of management or supervisory board (or, in the case of affiliates, comparable boards) or employees of the Issuer or any of its affiliates or such acquisition results from the conversion of any convertible securities issued by the Issuer or issued by a Subsidiary of the Issuer with a guarantee from the Issuer; or

- (z) the relevant payments on, or in respect of, any Junior Obligation are Intra- Group Payments.

“**Intra-Group Payments**” means payments made exclusively to the Issuer and/or one or more of the Subsidiaries of the Issuer.

- (9) *Cessation of Interest Payments.* The Notes will cease to bear interest from the beginning of the day their principal amount is due for repayment. If the Issuer fails to make any payment of principal under the Notes when due, the Notes will cease to bear interest from the beginning of the day on which such payment is made. In such case the applicable rate of interest will be determined pursuant to this § 3.

#### § 4 REDEMPTION

- (1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Specified Denomination on 15 January 2055 (the “**Maturity Date**”) plus any Interest accrued and unpaid to (but excluding) the Maturity Date and any Arrears of Interest.
- (2) *Issuer Call Right due to a Gross-up Event, a Tax Deductibility Event or an Equity Credit Event.*

- (a) Bei Eintritt eines Quellensteuer-Ereignisses, eines Steuerereignisses oder eines Eigenkapitalanrechnungsereignisses ist die Emittentin berechtigt, die Schuldverschreibungen jederzeit (insgesamt, jedoch nicht teilweise) durch eine unwiderrufliche Mitteilung gemäß § 12 unter Einhaltung einer Frist von mindestens 15 und nicht mehr als 30 Tagen zu kündigen.

Erfolgt die Kündigung aufgrund eines Quellensteuer-Ereignisses, hat die Emittentin sämtliche ausstehenden Schuldverschreibungen zu einem Betrag je Schuldverschreibung in Höhe der Festgelegten Stückelung zuzüglich der bis zum Rückzahlungstag (ausschließlich) aufgelaufenen, aber noch nicht bezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzuzahlen.

Erfolgt die Kündigung aufgrund eines Steuerereignisses oder eines Eigenkapitalanrechnungsereignisses, hat die Emittentin sämtliche ausstehenden Schuldverschreibungen (i) zu einem Betrag je Schuldverschreibung in Höhe von 101% der Festgelegten Stückelung zuzüglich der bis zum Rückzahlungstag (ausschließlich) aufgelaufenen, aber noch nicht bezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzuzahlen, soweit eine solche Rückzahlung vor dem Ersten Optionalen Rückzahlungstag erfolgt, oder (ii) zu einem Betrag je Schuldverschreibung in Höhe der Festgelegten Stückelung zuzüglich der bis zum Rückzahlungstag (ausschließlich) aufgelaufenen, aber noch nicht bezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzuzahlen, soweit eine solche Rückzahlung an oder nach dem Ersten Optionalen Rückzahlungstag erfolgt.

„**Rückzahlungstag**“ bezeichnet den Tag, an dem die Schuldverschreibungen nach Maßgabe dieser Anleihebedingungen zur Rückzahlung fällig werden.

- (b) Im Fall eines Quellensteuer-Ereignisses kann eine Kündigungsmitteilung nicht früher als 90 Tage vor dem ersten Tag gemacht werden, an dem die Emittentin erstmals verpflichtet wäre, die jeweiligen zusätzlichen Beträge (wie in § 7 beschrieben) in Ansehung fälliger Beträge auf die Schuldverschreibungen zu zahlen.

(a) If either a Gross-up Event, a Tax Deductibility Event or an Equity Credit Event occurs, the Issuer may call and redeem the Notes (in whole but not in part) at any time by giving of not less than 15 and not more than 30 days irrevocable notice in accordance with § 12.

If the Notes are called by the Issuer upon the occurrence of a Gross-up Event, all outstanding Notes will be redeemed at an amount per Note equal to the Specified Denomination plus any Interest accrued and unpaid to (but excluding) the Redemption Date and any Arrears of Interest.

If the Notes are called upon the occurrence of a Tax Deductibility Event or an Equity Credit Event the Issuer will redeem all outstanding Notes (i) at an amount equal to 101 per cent. of the Specified Denomination per Note plus any Interest accrued and unpaid to (but excluding) the Redemption Date and any Arrears of Interest if such redemption occurs prior to the First Optional Redemption Date, or (ii) at an amount equal to the Specified Denomination per Note plus any Interest accrued and unpaid to (but excluding) the Redemption Date and any Arrears of Interest if such redemption occurs on or after the First Optional Redemption Date.

“**Redemption Date**” means the day on which the Notes become due for redemption in accordance with these Terms and Conditions.

- (b) In the case of a Gross-up Event no notice of redemption may be given earlier than 90 days prior to the earliest day on which the Issuer would be for the first time obliged to pay such Additional Amounts (as described in § 7) on payments due in respect of the Notes.

Für den Fall eines Quellensteuer-Ereignisses hat die Emittentin der Hauptzahlstelle vor Abgabe einer Kündigungsmitteilung, ein Gutachten eines angesehenen externen Rechtsberaters oder eines international anerkannten unabhängigen Steuerberaters zu übermitteln bzw. dessen Übermittlung zu veranlassen, aus dem hervorgeht, dass die Emittentin verpflichtet sein wird, die betreffenden zusätzlichen Beträge (wie in § 7 beschrieben) als Folge eines Quellensteuer-Ereignisses zu zahlen.

- (c) Im Fall einer Kündigung aufgrund eines der in diesem § 4(2) bezeichneten Ereignisse hat eine Kündigungsmitteilung gemäß § 12 zu erfolgen. Eine solche Kündigung ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung der Emittentin enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

(3) *Definitionen.*

„**Quellensteuer-Ereignis**“ tritt ein, wenn die Emittentin aufgrund einer nach dem Zinslaufbeginn in Kraft tretenden Änderung des deutschen Rechts oder der veröffentlichten Vorschriften Zusätzliche Beträge, die gemäß § 7 zahlbar sein können, zu zahlen hätte, sofern die Zahlungsverpflichtung nicht dadurch vermieden werden kann, dass die Emittentin die ihr (in gutem Glauben) angemessen erscheinenden Maßnahmen ergreift.

Ein „**Steuerereignis**“ tritt ein, wenn die Emittentin ein Gutachten einer international anerkannten Rechtsanwaltskanzlei erhalten hat, aus dem hervorgeht, dass nach dem Zinslaufbeginn als Folge einer Änderung von deutschem Recht oder dessen offizieller Auslegung oder Anwendung die steuerliche Behandlung dergestalt geändert wurde, dass der Zinsaufwand der Emittentin in Bezug auf die Schuldverschreibungen für Zwecke der Körperschaftsteuer nicht mehr vollständig abzugsfähig ist, und die Emittentin dieses Risiko nicht durch das Ergreifen zumutbarer Maßnahmen vermeiden kann. Klarstellend sei erwähnt, dass als eine Änderung auch eine offizielle Auslegung oder Anwendung gilt, die zum ersten Mal öffentlich bekannt geworden ist.

In the case of a Gross-up Event, the Issuer shall, prior to giving notice of redemption, deliver to the Principal Paying Agent (or procure such delivery of) an opinion of an external legal adviser of recognised standing or accounting firm of international standing stating that the Issuer has or will become obliged to pay the relevant Additional Amounts (as described in § 7) as a result of a Gross-up Event.

- (c) In the case of any redemption based on any of the events specified in this § 4(2), a notice of redemption shall be given in accordance with § 12. Such notice of redemption shall be irrevocable, must specify the date fixed for redemption and must set forth a statement by the Issuer summarising the facts constituting the basis for the right of the Issuer so to redeem the Notes.

(3) *Definitions.*

“**Gross-up Event**” shall occur if, by reason of any change in German law or published regulations becoming effective after the Interest Commencement Date, the Issuer would have to pay any Additional Amounts which may be payable under § 7, provided that the payment obligation cannot be avoided by the Issuer taking such reasonable measures it (acting in good faith) deems appropriate.

A “**Tax Deductibility Event**” shall occur if an opinion of a recognized law firm of international standing has been delivered to the Issuer, stating that by reason of a change in German law or regulation, or any change in the official application or interpretation of such law, after the Interest Commencement Date, the tax regime is modified and such modification results in the interest expense of the Issuer in respect of the Notes being no longer fully deductible for corporate income tax purposes, and such risk cannot be avoided by the Issuer taking reasonable measures available to it. For the avoidance of doubt, a change shall also be deemed to be an official interpretation or application that has become publicly known for the first time.

Ein „**Eigenkapitalanrechnungsereignis**“ tritt ein, wenn

- (i) eine Ratingagentur eine Veränderung in der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie veröffentlicht, wodurch entweder (x) die Schuldverschreibungen nicht mehr länger in derselben oder einer höheren Eigenkapitalanrechnung (oder eine vergleichbare Beschreibung, die von der Ratingagentur in Zukunft genutzt wird, um zu beschreiben in wie weit die Bedingungen eines Instruments die vorrangigen Verbindlichkeiten der Emittentin unterstützen) (die „**Eigenkapitalanrechnung**“) wie an dem Tag der Begebung der Schuldverschreibungen einzuordnen sind oder, wenn keine Eigenkapitalanrechnung am Tag der Begebung der Schuldverschreibungen von der Ratingagentur bestimmt wurde, an dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird (ein „**Verlust der Eigenkapitalanrechnung**“) (dies gilt auch für den Fall, dass die Schuldverschreibungen nach deren Tag der Begebung (bzw. dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird) teilweise oder insgesamt refinanziert wurden und der Verlust der Eigenkapitalanrechnung aufgrund der Veränderung auch eingetreten wäre, wenn die Refinanzierung nicht zuvor erfolgt wäre), oder (y) der Zeitraum, für die die Schuldverschreibungen in derselben oder einer höheren Eigenkapitalanrechnung wie an dem Tag der Begebung der Schuldverschreibungen (bzw. dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird) einzuordnen sind, verkürzt wird (eine „**Verkürzung der Eigenkapitalanrechnung**“); oder

An „**Equity Credit Event**“ has occurred if either

- (i) any Rating Agency publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change, either, (x) the Notes would no longer be eligible for the same or a higher category of “equity credit” or such similar nomenclature as may be used by that Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the Issuer’s senior obligations (the “**equity credit**”), attributed to the Notes at the date of issue of the Notes, or if “equity credit” is not assigned on the date of issue of the Notes by such Rating Agency, at the date when the equity credit is assigned for the first time by such Rating Agency (a “**Loss in Equity Credit**”) (this also applies if the Notes have been partially or fully re-financed since the date of issue of the Notes (or the date when the equity credit is assigned for the first time by such Rating Agency, as the case may be) and a Loss in Equity Credit would have also been occurred as a result of such change had the Notes not been refinanced), or (y) the period of time the Notes are eligible for the same or a higher category of equity credit attributed to the Notes at the date of issue of the Notes (or the date when the equity credit is assigned for the first time by such Rating Agency, as the case may be) is being shortened (a “**Shortening in Equity Credit**”), or

- (ii) die Emittentin eine schriftliche Bestätigung von einer Ratingagentur erhalten und diese an die Hauptzahlstelle in Kopie weitergegeben hat, oder die Ratingagentur eine Veröffentlichung veranlasst hat, welche besagt, dass aufgrund einer Änderung der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie, ein Verlust der Eigenkapitalanrechnung oder eine Verkürzung der Eigenkapitalanrechnung erfolgt ist.
- (ii) the Issuer has received, and has provided the Principal Paying Agent with a copy of, a written confirmation from any Rating Agency or an official publication by such Rating Agency that due to a change in hybrid capital methodology or the interpretation thereof, a Loss in Equity Credit or a Shortening in Equity Credit occurred.
- (4) *Kündigungsrecht der Emittentin bei geringem ausstehenden Gesamtnennbetrag.* Wenn 75% oder mehr des ausstehenden Gesamtnennbetrags der Schuldverschreibungen von der Emittentin zurückgezahlt oder zurückgekauft wurden, kann die Emittentin nach ihrer Wahl, unter Einhaltung einer Kündigungsfrist gegenüber den Gläubigern von nicht weniger als 15 und nicht mehr als 30 Tagen gemäß § 12 die verbliebenen Schuldverschreibungen jederzeit insgesamt kündigen und zum Nennbetrag zuzüglich bis zu dem für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.
- (4) *Issuer Call Right in the case of Minimal Outstanding Aggregate Principal Amount.* If 75 per cent. or more of the Aggregate Principal Amount of the Notes then outstanding have been redeemed or repurchased by the Issuer, the Issuer may, on not less than 15 or more than 30 days' notice to the Holders given in accordance with § 12, 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.
- (5) *Kündigungsrecht der Emittentin nach Eintritt eines Kontrollwechselereignisses.* Für den Fall, dass ein Kontrollwechselereignis (wie nachfolgend definiert) eintritt:
- (5) *Issuer Call Right following a Change of Control Event.* In the event that a Change of Control Event (as defined below) occurs:
- wird die Emittentin unmittelbar, nachdem sie Kenntnis davon erhalten hat, den Kontrollwechsel-Stichtag (wie in § 4(5) definiert) bestimmen und das Kontrollwechselereignis und den Kontrollwechsel-Stichtag gemäß § 12 den Gläubigern anzeigen (die „**Kontrollwechsel-Mitteilung**“); und
- the Issuer will immediately, after becoming aware thereof determine the Change of Control Effective Date (as defined in § 4(5)) and give notice to the Holders in accordance with § 12 of the Change of Control Event and the Change of Control Effective Date (the “**Change of Control Notice**”); and
- ist die Emittentin berechtigt, die Schuldverschreibungen (insgesamt, jedoch nicht teilweise) durch Erklärung gemäß § 4(5) mit Wirkung zu dem Kontrollwechsel-Stichtag zu kündigen; und
- the Issuer may call the Notes for redemption (in whole but not in part) with effect as of the Change of Control Effective Date upon giving notice in accordance with § 4(5); and
- kann die Emittentin ihr Recht zur Rückzahlung gemäß diesem § 4(5) durch eine Bekanntmachung an die Gläubiger gemäß § 12 innerhalb einer Frist von nicht mehr als fünf (5) Geschäftstagen nach Bekanntmachung der Kontrollwechsel-
- the Issuer may give notice to the Holders within not more than five (5) Business Days after publication of the Change of Control Notice in accordance with § 12 of a redemption pursuant to this § 4(5). Such

Mitteilung ausüben. Diese Bekanntmachung kann auch zeitgleich mit der Kontrollwechsel-Mitteilung erfolgen; und

im Falle einer solchen Erklärung ist die Emittentin verpflichtet, die Schuldverschreibungen am Kontrollwechsel-Stichtag zu einem Betrag je Schuldverschreibung in Höhe der Festgelegten Stückelung zuzüglich der bis zum Kontrollwechsel-Stichtag (ausschließlich) aufgelaufenen, aber noch nicht bezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzuzahlen.

In diesem § 4(5) gilt:

Ein „**Kontrollwechselereignis**“ tritt ein, wenn ein Kontrollwechsel eintritt und innerhalb des Kontrollwechselzeitraums eine Ratingherabstufung der Emittentin aufgrund des Kontrollwechsels erfolgt.

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 § 34 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

notice may be given simultaneously with the Change of Control Notice, and

following such notice, the Issuer shall redeem on the Change of Control Effective Date the Notes at an amount per Note equal to the Specified Denomination plus any Interest accrued and unpaid to (but excluding) the Change of Control Effective Date and any Arrears of Interest.

In this § 4(5):

A „**Change of Control Event**“ occurs if a Change of Control occurs and within the Change of Control Period a Downgrade of the Issuer in respect of that Change of Control occurs.

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 section 34 of the German Securities Trading Act (*Wertpapierhandelsgesetz*)) of, in the aggregate, more than 50 per cent. of the ordinary shares of the Issuer or any other ability to control the affairs of the Issuer as described in section 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 per cent. 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



(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**“ bezeichnet 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 nicht nachrangige unbesicherte Finanzverbindlichkeiten der Emittentin unter BBB- (im Fall von Standard & Poor's und Fitch) und Baa3 (im Fall von Moody's) 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**“) oder Standard & Poor's, eine der Ratingagenturen der S&P Global Inc. („**Standard & Poor's**“) sowie ihre jeweiligen Rechtsnachfolger im Hinblick auf ihr Ratinggeschäft.

„**Kontrollwechsel-Stichtag**“ bezeichnet den von der Emittentin in der Kontrollwechsel-Mitteilung festgelegten Tag, der (i) falls zum betreffenden Zeitpunkt gegenüber den Schuldverschreibungen vorrangige Fremdkapitalwertpapiere der Deutsche Lufthansa Aktiengesellschaft ausstehen, der fünfte Zahltag nach dem Tag sein muss, an dem solche Wertpapiere aufgrund einer Kündigung der Gläubiger dieser Wertpapiere wegen des gleichen Kontrollwechsel-Ereignisses (oder eines vergleichbaren Konzepts) fällig werden können; und (ii) falls zum betreffenden Zeitpunkt keine gegenüber den Schuldverschreibungen vorrangige Fremdkapitalwertpapiere der Deutsche Lufthansa Aktiengesellschaft ausstehen, ein Zahltag sein muss, der nicht mehr als 40 Tage nach Bekanntmachung der Kontrollwechsel-Mitteilung liegen darf.

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 senior unsecured debt fall below BBB- (in the case of Standard & Poor's and Fitch) and Baa3 (in the case of Moody's) 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**“) or Standard & Poor's, one of the rating agencies of S&P Global Inc. („**Standard & Poor's**“) and their respective successors to their ratings business.

„**Change of Control Effective Date**“ means the date fixed by the Issuer in the Change of Control Notice, which (i) must, if at the relevant time any debt securities of Deutsche Lufthansa Aktiengesellschaft ranking senior to the Notes are outstanding, be the fifth Payment Business Day following the date on which such securities may become payable due to put notices of the holders of such securities in respect of the same Change of Control Event (or a similar concept); and (ii) must, if at the relevant time no debt securities of Deutsche Lufthansa Aktiengesellschaft ranking senior to the Notes are outstanding, be a Payment Business Day which falls not more than 40 days after publication of the Change of Control Notice.

(6) *Vorzeitige Rückzahlung nach Wahl der Emittentin zum Make-Whole Rückzahlungsbetrag.* Die Emittentin kann die Schuldverschreibungen insgesamt, jedoch nicht nur teilweise, nach ihrer Wahl durch Erklärung gemäß § 12 unter Einhaltung einer Frist von nicht weniger als 15 und nicht mehr als 30 Tagen kündigen und an einem von ihr anzugebenden Tag auch vor dem Ersten Optionalen Rückzahlungstag (der „**Wahl-Rückzahlungstag (Make-Whole)**“) zu ihrem Make-Whole Rückzahlungsbetrag zuzüglich etwaigen bis zum betreffenden Wahl-Rückzahlungstag (Make-Whole) (ausschließlich) aufgelaufenen aber noch nicht gezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzahlen.

Der „**Make-Whole Rückzahlungsbetrag**“ je Schuldverschreibung entspricht dem höheren von:

- (i) dem Festgelegten Nennbetrag; oder
- (ii) dem Abgezinsten Marktwert.

Der Make-Whole Rückzahlungsbetrag wird von der Berechnungsstelle berechnet.

Der „**Abgezinste Marktwert**“ entspricht der Summe aus der Festgelegten Stückelung und dem Gesamtbetrag der planmäßigen Zinszahlungen auf diese Schuldverschreibungen, die andernfalls für die Restlaufzeit fällig würden (ohne aufgelaufene und nicht gezahlte Zinsen bis zum Wahl-Rückzahlungstag (Make-Whole) und ohne etwaige Aufgeschobenen Zinszahlungen), abgezinst auf den Wahl-Rückzahlungstag (Make-Whole) auf jährlicher Basis (basierend auf der tatsächlichen Anzahl der verstrichenen Tage geteilt durch 365 (im Falle eines Schaltjahres 366)) zum folgenden Wert: ein Satz, der der Summe aus (x) der Benchmark-Rendite und (y) 0,45% pro Jahr entspricht.

„**Restlaufzeit**“ bezeichnet den Zeitraum von (einschließlich) dem Wahl-Rückzahlungstag (Make-Whole) bis zum Ersten Optionalen Rückzahlungstag (ausschließlich).

Die Berechnungsstelle errechnet den Abgezinsten Marktwert an dem Rückzahlungsbetrag-Berechnungstag gemäß

(6) *Early Redemption at the Option of the Issuer at the Make-Whole Redemption Amount.* The Issuer may on giving not less than 15 and not more than 30 days' notice in accordance with § 12, redeem on any date specified by it also prior to the First Optional Redemption Date (the „**Call Redemption Date (Make-Whole)**“), at its option, the Notes in whole but not in part, at their Make-Whole Redemption Amount together with accrued but unpaid interest, if any, to (but excluding) the relevant Call Redemption Date (Make-Whole) and any outstanding Arrears of Interest.

The „**Make-Whole Redemption Amount**“ per Note shall be the higher of:

- (i) the Specified Denomination; or
- (ii) the Present Value.

The Make-Whole Redemption Amount shall be calculated by the Calculation Agent.

The „**Present Value**“ will be the sum of the Specified Denomination to be redeemed and the aggregate amount of scheduled payment(s) of interest on such Notes which would otherwise become due for the Remaining Term (exclusive of accrued and unpaid interest to the Call Redemption Date (Make-Whole) and any outstanding Arrears of Interest) discounted to the Call Redemption Date (Make-Whole) on an annual basis (based on the actual number of days elapsed divided by 365 (in the case of a leap year, 366)) at a rate equal to the sum of: (x) the Benchmark Yield and (y) 0.45 per cent *per annum*.

„**Remaining Term**“ means the period from (and including) the Call Redemption Date (Make-Whole) to (but excluding) the First Optional Redemption Date.

The Calculation Agent will calculate the Present Value on the Redemption Amount Calculation Date in accordance with market

der Marktkonvention auf einer Grundlage, die der Berechnung von Zinsen gemäß § 3 entspricht.

Die „**Benchmark-Rendite**“ bezeichnet (i) die auf dem Bundesbank-Referenzpreis der Referenzanleihe für den Rückzahlungsbetrag-Berechnungstag basierende Rendite, wie sie am Rückzahlungsbetrag-Berechnungstag auf der Bloomberg Bildschirmseite für die Referenzanleihe erscheint oder (ii) sollte die Benchmark-Rendite so nicht festgestellt werden können, die auf dem Mittelkurs der Referenzanleihe basierende Rendite, wie sie am Rückzahlungsbetrag-Berechnungstag um 12.00 Uhr (Frankfurter Zeit) auf der Bloomberg Bildschirmseite angezeigt wird.

„**Bloomberg Bildschirmseite**“ bezeichnet **Bloomberg** QR (unter Verwendung der Preisquelle „FRNK“) (oder jede Nachfolgeside oder Nachfolge-Preisquelle) für die Referenzanleihe, oder, falls diese Bloomberg-Seite oder Preisquelle nicht verfügbar ist, eine andere Seite (falls vorhanden) eines Informationsanbieters, die weitgehend ähnliche Daten anzeigt, wie von der Berechnungsstelle für angemessen erachtet.

„**Referenzanleihe**“ bezeichnet die Euro-Referenz-Anleihe der Bundesrepublik Deutschland fällig 2031 (ISIN DE0001102531), oder, wenn diese Schuldverschreibung am Rückzahlungsbetrag-Berechnungstag nicht mehr ausstehend ist, eine von der Berechnungsstelle ausgewählte Ersatz-Referenzanleihe mit einer Laufzeit, die mit der verbleibenden Laufzeit bis zum Ersten Optionalen Rückzahlungstag vergleichbar ist, und die (gegebenenfalls) im Zeitpunkt der Auswahl und entsprechend der üblichen Finanzmarktp Praxis zur Preisfestsetzung bei Neuemissionen von Unternehmensanleihen mit einer bis zum Ersten Optionalen Rückzahlungstag vergleichbaren Laufzeit verwendet werden würde.

„**Rückzahlungsbetrag-Berechnungstag**“ ist der sechste Geschäftstag vor dem Tag, an dem die Schuldverschreibungen gemäß diesem § 4(6) zurückgezahlt werden.

convention on a basis which is consistent with the calculation of interest as set out in § 3.

The “**Benchmark Yield**” means (i) the yield based upon the German Bundesbank reference price (*Bundesbank-Referenzpreis*) for the Benchmark Security in respect of the Redemption Amount Calculation Date as appearing on the Redemption Amount Calculation Date on the Bloomberg Screen Page in respect of the Benchmark Security, or (ii) if the Benchmark Yield cannot be so determined, the yield based upon the mid-market price for the Benchmark Security as appearing at noon Frankfurt time on the Redemption Amount Calculation Date on the Bloomberg Screen Page in respect of the Benchmark Security.

The “**Bloomberg Screen Page**” means Bloomberg QR (using the pricing source “FRNK”) (or any successor page or successor pricing source) for the Benchmark Security, or, if such Bloomberg page or pricing source is not available, such other page (if any) from such other information provider displaying substantially similar data as may be considered to be appropriate by the Calculation Agent.

The “**Benchmark Security**” means the euro denominated benchmark debt security of the Federal Republic of Germany due 2031 (ISIN DE0001102531), or, if such security is no longer outstanding on the Redemption Amount Calculation Date, a substitute benchmark security chosen by the Calculation Agent having a maturity comparable to the remaining term to the First Optional Redemption Date and that (where relevant) would be used at the time of selection and in accordance with customary financial practice in pricing new issues of corporate debt securities of comparable to the First Optional Redemption Date.

“**Redemption Amount Calculation Date**” means the sixth Business Day prior to the date on which the Notes are redeemed in accordance with this § 4(6).

- (7) *Vorzeitige Rückzahlung nach Wahl der Emittentin.* Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt, jedoch nicht teilweise) mit Wirkung zum Wahl-Rückzahlungstag nach unwiderruflicher Kündigungsmitteilung an die Gläubiger gemäß § 12 unter Einhaltung einer Frist von nicht weniger als 15 und nicht mehr als 30 Tagen zu kündigen und zu einem Betrag je Schuldverschreibung in Höhe der Festgelegten Stückelung zuzüglich der bis zum Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen, aber noch nicht bezahlten Zinsen sowie etwaiger Aufgeschobener Zinszahlungen zurückzuzahlen.

“Wahl-Rückzahlungstag” bezeichnet

- (i) jeden Geschäftstag während des Zeitraums beginnend am 15. Oktober 2030 (der “**Erste Optionale Rückzahlungstag**”) (einschließlich), bis zum Ersten Reset-Termin (ausschließlich);
- (ii) den Ersten Reset-Termin; und
- (iii) jeden auf den Ersten Reset-Termin folgenden Zinszahlungstag.

## § 5 ZAHLUNGEN

- (1) (a) *Zahlung auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe von § 5(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, Aufgeschobenen Zinszahlungen und allen sonstigen auf die Schuldverschreibungen zahlbaren Beträge erfolgt nach Maßgabe von § 5(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 und Aufgeschobenen Zinszahlungen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von § 5(2) an das Clearing System oder dessen Order zur

- (7) *Early Redemption at the Option of the Issuer.* The Issuer may call and redeem the Notes (in whole but not in part) on the Call Redemption Date upon giving not less than 15 and not more than 30 days’ irrevocable notice of redemption to the Holders in accordance with § 12 at an amount per Note equal to the Specified Denomination plus any Interest accrued and unpaid to (but excluding) the Call Redemption Date and any Arrears of Interest.

“Call Redemption Date” means

- (i) each Business Day during the period from and including 15 October 2030 (the “**First Optional Redemption Date**”) to but excluding the First Reset Date;
- (ii) the First Reset Date; and
- (iii) each Interest Payment Date following the First Reset Date.

## § 5 PAYMENTS

- (1) (a) *Payment of principal.* Payment of principal in respect of Notes shall be made, subject to § 5(2), 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, Arrears of Interest or any other amounts on the Notes shall be made, subject to § 5(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 and Arrears of Interest on Notes represented by the Temporary Global Note shall be made, subject to § 5(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing

Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).

System, upon due certification as provided in § 1(3)(b).

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|---|---|
| <p>(2) <i>Zahlungsweise.</i> 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 „<b>Code</b>“) 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 EUR.</p> | <p>(2) <i>Manner of Payment.</i> 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 “<b>Code</b>”) 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 EUR.</p> |
| <p>(3) <i>Erfüllung.</i> Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.</p>   | <p>(3) <i>Discharge.</i> The Issuer shall be <i>discharged</i> by payment to, or to the order of, the Clearing System.</p>  |
| <p>(4) <i>Zahltag.</i> Fällt der Fälligkeitstag einer Zahlung in Bezug auf die Schuldverschreibungen auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.</p>  | <p>(4) <i>Payment Business Day.</i> If the date for <i>payment</i> of any amount in respect of the Notes is not a Payment Business Day then the Holder shall not be entitled to payment until the next Payment Business Day and shall not be entitled to further interest or other payment in respect of such delay.</p>  |

„**Zahltag**“ bezeichnet einen Tag (außer einem Samstag oder Sonntag) an dem das Clearing System sowie alle betroffenen Bereiche des T2 zur Abwicklung von Zahlungen in Euro geöffnet sind.

“**Payment Business Day**” means any day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of T2 are operational to forward the relevant payment.

## § 6

### ZAHLSTELLEN UND BERECHNUNGSSTELLE

- (1) *Hauptzahlstelle.* Die Hauptzahlstelle (die „**Hauptzahlstelle**“) und deren bezeichnete Geschäftsstelle ist:

Citibank Europe plc  
1 North Wall Quay  
Dublin 1  
Ireland

## § 6

### PAYING AGENTS AND CALCULATION AGENT

- (1) *Principal Paying Agent.* Principal paying agent (the “**Principal Paying Agent**”) and its specified office shall be:

Citibank Europe plc  
1 North Wall Quay  
Dublin 1  
Ireland

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| <p>(2) <i>Berechnungsstelle.</i> „<b>Berechnungsstelle</b>“ bezeichnet eine angesehene Institution mit gutem Ruf auf den Finanzmärkten, die die Emittentin zum alleinigen Zweck ernennt, den Make-Whole Rückzahlungsbetrag nach § 4(6) zu berechnen.</p>   | <p>(2) <i>Calculation Agent.</i> “<b>Calculation Agent</b>” means a reputable institution of good standing in the financial markets appointed by the Issuer for the purpose of calculating the Make-Whole Redemption Amount in accordance with § 4(6) only.</p>   |
| <p>(3) <i>Ortswechsel.</i> Die Hauptzahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.</p>  | <p>(3) <i>Change of Office.</i> Each of the Principal Paying Agent and the Calculation Agent reserves the right at any time to change its respective specified office to some other specified office in the same country.</p>   |
| <p>(4) <i>Berechnungen der Berechnungsstelle.</i> Sämtliche Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieser Anleihebedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht vorsätzliches Fehlverhalten oder ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Gläubiger und die Zahlstellen bindend.</p>   | <p>(4) <i>Calculations made by the Calculation Agent.</i> All certificates, <i>communications</i>, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Terms and Conditions by the Calculation Agent shall (in the absence of wilful misconduct or manifest error) be binding upon the Issuer, the Holders and the paying agents.</p>   |
| <p>(5) <i>Änderung der Bestellung oder Abberufung.</i> Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder einer Zahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Hauptzahlstelle 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 § 12 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet „<b>Vereinigte Staaten</b>“ 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).</p> | <p>(5) <i>Variation or Termination of Appointment.</i> The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or any Paying Agent and to appoint another Principal Paying Agent or additional or other Paying Agent. The Issuer shall at all times maintain a Principal Paying 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 days nor more than 45 days’ prior notice thereof shall have been given to the Holders in accordance with § 12. For the purposes of these Terms and Conditions, “<b>United States</b>” 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).</p> |
| <p>(6) <i>Erfüllungsgehilfe(n) der Emittentin.</i> Die Hauptzahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen <i>keinerlei</i> Verpflichtungen gegenüber den Gläubigern und es wird kein</p>  | <p>(6) <i>Agent of the Issuer.</i> The Principal Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of</p>   |

Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

contract, agency or trust for or with any of the Holders.

- (7) Wenn die Emittentin gemäß § 3(6) einen Unabhängigen Berater bestellt, dann ist § 6(6) entsprechend auf den Unabhängigen Berater anzuwenden.

- (7) If the Issuer appoints an Independent *Adviser* in accordance with § 3(6), § 6(6) shall apply mutatis mutandis to the Independent Adviser.

## § 7 BESTEUERUNG

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 zusätzlichen 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

## § 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

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 § 12 wirksam wird.

## **§ 8 VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

## **§ 9 ERSETZUNG**

- (1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen oder Aufgeschobenen Zinszahlungen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr Verbundenes Unternehmen (wie nachfolgend 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 die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in EUR 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;

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 § 12, whichever occurs later.

## **§ 8 PRESENTATION PERIOD**

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

## **§ 9 SUBSTITUTION**

- (1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or Interest or Arrears of 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 the Notes (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 Principal Paying Agent in EUR 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;



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| <p>(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger aufgrund der Ersetzung auferlegt werden;</p>  | <p>(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;</p>  |
| <p>(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die sicherstellen, dass jeder Gläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne die Ersetzung stehen würde (die „<b>Ersetzungs-Garantie</b>“);</p> | <p>(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 which ensure that each Holder will be put in an economic position that is at least as favourable as that which would have existed if the substitution had not taken place (the „<b>Substitution Guarantee</b>“);</p> |
| <p>(e) der Hauptzahlstelle 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;</p>   | <p>(e) there shall have been delivered to the Principal Paying Agent one opinion for each jurisdiction concerned of lawyers of recognized standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied; and</p>   |
| <p>(f) kein in § 4 genanntes Kündigungsrecht in Folge der Ersetzung der Emittentin durch die Nachfolgeschuldnerin eintritt; und</p>  | <p>(f) none of the issuer call rights specified in § 4 occurs as a consequence of the substitution of the Issuer by the Substitute Debtor;</p>   |
| <p>(g) die Nachfolgeschuldnerin keine „<i>United States person</i>“ wie im United States Revenue Code von 1986 in seiner jeweils gültigen Fassung definiert ist.</p>   | <p>(g) the Substitute Debtor is not a United States person as defined in the U.S. Internal Revenue Code of 1986 as amended.</p>  |
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| <p>Für Zwecke dieses § 9 bedeutet „<b>Verbundenes Unternehmen</b>“ ein verbundenes Unternehmen im Sinne des § 15 AktG.</p> | <p>For purposes of this § 9, „<b>Affiliate</b>“ shall mean any affiliated company (<i>verbundenes Unternehmen</i>) within the meaning of section 15 of the German Stock Corporation Act (<i>Aktiengesetz</i>).</p> |
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| <p>(2) <i>Bekanntmachung.</i> Jede Ersetzung ist gemäß § 12 bekannt zu machen.</p>  | <p>(2) <i>Notice.</i> Notice of any such substitution shall be published in accordance with § 12.</p>  |
| <p>(3) <i>Änderung von Bezugnahmen.</i> Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als <i>Bezugnahme</i> 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 in § 7 und § 5(2) eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die</p> | <p>(3) <i>Change of References.</i> 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 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</p> |

Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).

Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die Bezugnahme entweder weiterhin nur auf die Deutsche Lufthansa Aktiengesellschaft erfolgen soll (also insbesondere im Hinblick auf Ziffer (i) der Definition des Begriffs Obligatorisches Zahlungsereignis, das Eigenkapitalanrechnungseignis und das Kontrollwechselereignis), oder dass die Bezugnahme auf die Nachfolgeschuldnerin und gleichzeitig auch auf die Deutsche Lufthansa Aktiengesellschaft, im Hinblick auf deren Verpflichtungen aus der Ersetzungs-Garantie, erfolgen soll (Quellensteuer-Ereignis, Steuerereignis und § 7).

**§ 10  
BESCHLÜSSE DER GLÄUBIGER,  
ÄNDERUNG DER  
ANLEIHEBEDINGUNGEN,  
GEMEINSAMER VERTRETER**

- (1) *Änderungen der Anleihebedingungen.* Die Emittentin kann die Anleihebedingungen mit Zustimmung aufgrund Mehrheitsbeschlusses der Gläubiger 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 § 10(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

For the avoidance of doubt this will apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant reference will continue to be a reference only to the Deutsche Lufthansa Aktiengesellschaft (i.e. in particular in relation to clause (i) of the definition of the term Compulsory Payment Event, the Equity Credit Event and the Change of Control Event), or that the reference will be to the Substitute Debtor and Deutsche Lufthansa Aktiengesellschaft, in relation to Deutsche Lufthansa Aktiengesellschaft's obligations under the Substitution Guarantee, at the same time (Gross-up Event, Tax Deductibility Event and § 7).

**§ 10  
RESOLUTIONS OF HOLDERS,  
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 section 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 section 5(3) of the SchVG, by resolutions passed by such majority of the votes of the Holders as stated under § 10(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 section 5 paragraph 3 numbers 1 through 9 SchVG, or relating to material other matters may only be passed by a majority of at least

Stimmrechte (eine „Qualifizierte Mehrheit“).	75 per cent. of the voting rights participating in the vote (a “Qualified Majority”).
(3) <i>Beschlüsse der Gläubiger.</i> 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.	(3) <i>Resolution of Holders.</i> The Holders can pass resolutions in a meeting ( <i>Gläubigerversammlung</i> ) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting ( <i>Abstimmung ohne Versammlung</i> ) in accordance with section 18 and section 5 et seqq. of the SchVG.
(a) Die Einberufung zur Gläubigerversammlung kann vorsehen, dass die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte von einer vorherigen Anmeldung der Gläubiger 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.	(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) 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	(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) <i>Zweite Versammlung.</i> Wird für die Gläubigerversammlung gemäß § 10(3)(a) oder die Abstimmung ohne Versammlung gemäß § 10(3)(b) die mangelnde <i>Beschlussfähigkeit</i> festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im	(4) <i>Second Meeting.</i> If it is ascertained that no quorum exists for the meeting pursuant to § 10(3)(a) or the vote without a meeting pursuant to § 10(3)(b), in case of a meeting, the chairman ( <i>Vorsitzender</i> ) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the

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 Gläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 10(3)(a) entsprechend.

SchVG or, in case of a vote without a meeting, the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 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 § 10(3)(a) shall apply *mutatis mutandis* to the Holders' registration for a second meeting.

- (5) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der „**Gemeinsame Vertreter**“) für alle Gläubiger bestellen. 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 § 10 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
- (7) *Änderung einer Ersetzungs-Garantie.* Die oben aufgeführten auf die *Schuldverschreibungen* anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Ersetzungs-Garantie gemäß § 9.

(5) *Holders' representative.* The Holders may by majority resolution appoint a common representative (the “**Holders' Representative**”) to exercise the Holders' rights on behalf of each Holder. 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 § 10 shall be made exclusively pursuant to the provisions of the SchVG.

(7) *Amendments to a Substitution Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to any guarantee granted pursuant to § 9.

## § 11 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, RÜCKKAUF UND ENTWERTUNG

## § 11 FURTHER ISSUES, REPURCHASE AND CANCELLATION

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme

*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,

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 der Hauptzahlstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind *unverzüglich* zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

## **§ 12 MITTEILUNGEN**

- (1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Internetseite der Luxemburger Börse ([www.luxse.com](http://www.luxse.com)). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.
- (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 und Vorschriften 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.

## **§ 13 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG**

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen, die Rechte und

commencement of the interest accrual period and/or issue price) so as to form a single series with the Notes.

*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 Principal Paying Agent for cancellation.

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

## **§ 12 NOTICES**

- (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.luxse.com](http://www.luxse.com)). 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 and regulations 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.

## **§ 13 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT**

- (1) *Applicable Law.* The Notes, as to form and content, all rights and obligations of the

Pflichten der Emittentin sowie die Rechte der Gläubiger 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

Issuer and all rights of the Holders, 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 or 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 authorized 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 recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and which maintains an account with the Clearing System, and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect or enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

Land des Rechtsstreits prozessual zulässig  
ist.

**§ 14**  
**SPRACHE**

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.

**§ 14**  
**LANGUAGE**

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.

## **Restrictions regarding the Redemption and Repurchase of the Notes**

*The following paragraphs in italics do not form part of the Terms and Conditions of the Notes.*

*The Issuer intends (without thereby assuming a legal obligation) to redeem or repurchase the Notes only to the extent that the part of the aggregate principal amount of the Notes to be redeemed or repurchased which was assigned “equity credit” (or such similar nomenclature used by S&P from time to time) at the time of the issuance of the Notes does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer prior to the date of such redemption or repurchase from the sale or issuance of securities by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) which is assigned by S&P “equity credit” (or such similar nomenclature used by S&P from time to time) at the time of sale or issuance of such securities (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes), unless:*

- (i) the rating (or such similar nomenclature then used by S&P) assigned by S&P to the Issuer is at least equal to the rating assigned to the Issuer on the date of the most recent hybrid security issuance (excluding any refinancing) which was assigned by S&P a “equity credit” similar to the Notes and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase; or*
- (ii) in the case of a repurchase or redemption, taken together with relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is less than 10 per cent. of the aggregate principal amount of the Issuer’s hybrid securities in any period of 12 consecutive months and, in any case, less than 25 per cent. of the aggregate principal amount of the Issuer’s hybrid securities in any period of 10 consecutive years; or*
- (iii) the Notes are redeemed pursuant to a Tax Deductibility Event or a Gross-up Event, or an Equity Credit Event or a Minimal Outstanding Aggregate Principal Amount or a Change of Control Event; or*
- (iv) the Notes are not assigned an “equity credit” by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or*
- (v) in the case of a repurchase or redemption, such repurchase or redemption relates to an aggregate principal amount of Notes which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Issuer’s hybrid capital to which S&P then assigns equity content under its prevailing methodology; or*
- (vi) such redemption or repurchase occurs on or after the Second Step-up Date.*



## **USE OF PROCEEDS**

The net proceeds from the issue and sale of the Notes will amount to approximately EUR 496,750,000.

The Issuer intends to use the net proceeds for general corporate purposes including the refinancing of the existing EUR 500,000,000 unsecured subordinated notes due 2075 callable as from 12 February 2026.

## DESCRIPTION OF THE ISSUER AND THE LUFTHANSA GROUP

### General Information on the Issuer and the Group

#### *Formation, Incorporation, Registered Corporate Seat, Commercial Name, LEI*

The Issuer is a German stock corporation (*Aktiengesellschaft*), incorporated and operating under German law, with its registered corporate seat in Cologne and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Cologne under registration number HRB 2168. It was incorporated on 6 January 1953 as “Aktiengesellschaft für Luftverkehrsbedarf” and, in 1954, changed its corporate name to “Deutsche Lufthansa Aktiengesellschaft”. The Issuer’s legal and commercial name is “Deutsche Lufthansa Aktiengesellschaft”. The Issuer’s Legal Entity Identifier (LEI) is 529900PH63HYJ86ASW55.

The Issuer’s website is: [www.lufthansagroup.com](http://www.lufthansagroup.com).

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

#### *History of the Issuer*

Two years after the Allies dissolved the first Lufthansa (founded in 1926) in 1951, the “Aktiengesellschaft für Luftverkehrsbedarf” (Luftag) with headquarters in Cologne was founded on 6 January 1953. On 6 August 1954, Luftag bought the name, the trademark – the crane – and the colors – blue and yellow – from the first Lufthansa, which was in liquidation at the time, and has since then called itself “Deutsche Lufthansa Aktiengesellschaft.”

On 1 April 1955, the first two Lufthansa airplanes commenced the Issuer’s scheduled air services. The Issuer developed a European route network and in parallel commenced flights to destinations in America, Africa and the Far East. In 1959, the Issuer operated its first scheduled flight to Asia.

In 1960, the Issuer transferred its long-distance operations from Hamburg to Frankfurt am Main and continued to expand its cargo business. This expansion was followed by a decade of crises, including the oil crises of 1973 and 1979, which significantly increased the prices for kerosene. Simultaneously, it created a new understanding of how to manage scarce resources and drove the development of fuel-efficient and quieter jet engines. In the following decades, the airplane developed into a means of mass transportation. The Issuer reacted by redesigning its route network with faster connections and fewer stopovers.

In the second half of the 1990s, the Lufthansa Group faced significant changes. On the one hand, in 1995 Lufthansa Technik, Lufthansa Cargo and Lufthansa Systems were transformed into independent companies of the aviation group and on the other hand, in 1997, Lufthansa was privatized. Both developments were meant to increase the Lufthansa Group’s competitiveness and contributed to its long-term strategy of developing into the world-wide leading provider of air travel and air travel contiguous services.

#### *Business Address, Term, Financial Year and Corporate Purpose*

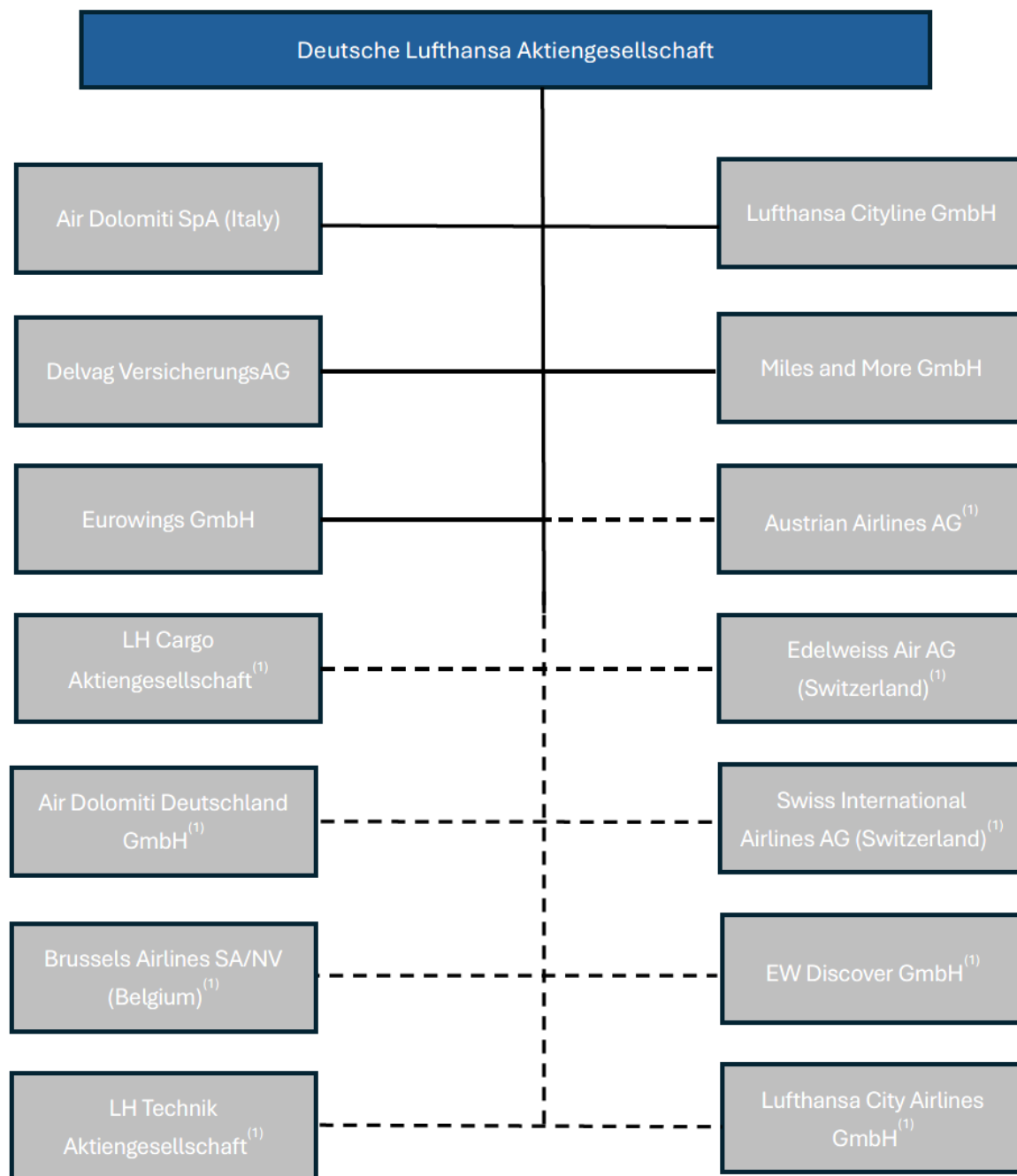
The Issuer’s registered office is at Venloer Straße 151-153, 50672 Cologne, Germany, and its head office is located at Lufthansa Aviation Center, Airportring, 60546 Frankfurt am Main, Germany; its telephone number is: +49 (0) 69 - 696 0. The Issuer is established for an indefinite period of time. The financial year of the Issuer is the calendar year.

Pursuant to Section 2 paragraph 1 of the articles of association of the Issuer (the “**Articles of Association**”), the corporate purpose of the Issuer is national and international air traffic and the operation of all commercial activities and facilities connected directly or indirectly with and relating to civil aviation and its promotion. For the furtherance of its business purpose, the Issuer 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 business ventures (Section 2 paragraph 2 of the Articles of Association).

## Group Structure

The Issuer is the main operating and holding company within the Lufthansa Group.

The following chart provides an overview (in simplified form) of the shareholdings of the Issuer as of the date of this Prospectus:



<sup>(1)</sup> Indirect holding

As of 31 December 2023, Lufthansa Group comprises, directly or indirectly, 241 fully consolidated subsidiaries and equity investments.

## ***Independent Auditors***

For the financial year ended 31 December 2022 (the “**Financial Year 2022**”) and the financial year ended 31 December 2023 (the “**Financial Year 2023**”), the Issuer appointed EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft (formerly Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft), with its registered seat in Stuttgart, Germany, acting through its office Eschborn/Frankfurt am Main, at Mergenthalerallee 3-5, 65760 Eschborn, Germany (“**EY**”) as the independent auditor of the German-language versions of the Audited Consolidated Financial Statements 2022 and the Audited Consolidated Financial Statements 2023 (in each case, as defined in “*Incorporation by Reference*”). The Audited Consolidated Financial Statements 2022 and the Audited Consolidated Financial Statements 2023 were prepared in accordance with International Financial Reporting Standards as adopted by the European Union (“**IFRS**”) and the additional requirements of German commercial law pursuant to Section 315e paragraph 1 of the German Commercial Code (*Handelsgesetzbuch*). In each case, EY conducted its audits of the German-language versions of these consolidated financial statements in accordance with, Section 317 of the German Commercial Code (*Handelsgesetzbuch*) and EU Audit Regulation No. 537/2014 and German generally accepted standards for financial statement audits promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer e.V.*, IDW) and in supplementary compliance with the International Standards on Auditing (ISA) and issued unqualified German-language independent auditor’s reports (*Bestätigungsvermerke des unabhängigen Abschlussprüfers*) in each case. EY is a member of the German Chamber of Auditors (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Germany.

## ***Share Capital and Major Shareholders***

As of the date of the Prospectus, the share capital of the Issuer amounts to EUR 3,067,690,682.88 and is divided into 1,198,316,673 ordinary registered no-par value shares with restricted transferability (*vinkulierte Namensaktien*) and with each of the Issuer’s share representing a notional share in the share capital of EUR 2.56. The share capital is fully paid up.

## ***Authorized Capital***

As of the date of this Prospectus, the Executive Board is authorized, with the consent of the Issuer’s supervisory board (the “**Supervisory Board**”) as well as by way of a resolution passed at the General Meeting on 7 May 2024, to increase the share capital of the Issuer once or several times until the end of 6 May 2029, by up to EUR 1,000,000,000.00 through the issue of new no-par value registered shares for cash or contributions in kind (the “**Authorised Capital A**”).

As of the date of this Prospectus, the Executive Board is authorized with the consent of the Supervisory Board, to increase the share capital of the Issuer once or several times until the end of 8 May 2028, by up to EUR 92,752,565.76, through the issue of new no-par value registered shares for cash contributions pursuant to Section 4 paragraph 3 of the Articles of Association, by way of a resolution passed at the General Meeting on 9 May 2023. The new shares will be offered for purchase solely to employees of the Issuer and of associated companies, including in connection with Lufthansa Group’s employee stock option programs (“**Authorised Capital B**”).

As of the date of this Prospectus, the Executive Board is authorized, in the event of the fulfilment of the requirements stipulated in Section 4 paragraph 3 of the German Aviation Compliance Documentation Act (*Luftverkehrsnachweissicherungsgesetz - LuftNaSiG*) and with the consent of the Supervisory Board, to increase the share capital by up to 10% by issuing new shares in return against contributions in cash without subscription rights for existing shareholders. The issue price for the new shares must be determined subject to the agreement of the Supervisory Board and may not be significantly lower than the market price of the shares. The authorization may only be made use of insofar as this is necessary in order to achieve the non-applicability of the conditions stipulated in Section 4 paragraph 3 of the German Aviation Compliance Documentation Act.

As of the date of this Prospectus, the Executive Board is authorized, according to Section 5 paragraph 2 of the German Aviation Compliance Documentation Act and subject to the approval of the Supervisory Board, to require shareholders to sell some or all of their shares and to provide the Company with proof of this sale without delay insofar as this is necessary for compliance with the requirements for the maintenance of air traffic rights and in the sequence prescribed in Section 5 paragraph 3 of the German Aviation Compliance Documentation Act, subject to an appropriate time limit and while indicating the legal consequence which would otherwise be

possible of the loss of their shares in accordance with Section 5, paragraph 7 of the German Aviation Compliance Documentation Act.

### ***Conditional Capital***

#### *Conditional Capital pursuant to Section 4 paragraph 4 of the Articles of Association*

By way of a resolution passed at the General Meeting on 5 May 2020, the Executive Board was authorized until 4 May 2025, subject to the 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 (the “**Authorization 2020**”). In November 2020, the Executive Board, with the consent of the Supervisory Board, made partial use of the Authorization 2020 by issuing convertible bonds with a total nominal amount of EUR 600,000,000.00. For the granting of shares to the holders or creditors of such convertible 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. The Authorization 2020 was cancelled by the General Meeting on 4 May 2021, to the extent it had not been utilized. The conditional capital pursuant to Section 4 paragraph 4 of the Articles of Association is required to secure the conversion rights from the convertible bonds already issued on the basis of the Authorization 2020. As of the date of this Prospectus, convertible bonds in a nominal amount of EUR 600,000,000 issued under Authorization 2020 remain outstanding.

#### *Conditional Capital 2022*

As of the date of this Prospectus, the Executive Board is authorized until 9 May 2027, subject to the approval by the Supervisory Board, to issue bearer or convertible bonds, option bonds, profit participation rights and/or participating bonds – or a combination thereof – up to a total nominal amount of EUR 1.75 billion and to grant the holders or creditors of such bonds conversion or option rights to new registered no-par value registered shares of the Issuer with a pro rata amount of the Issuer’s share capital of up to a total of EUR 306,044,326.40 (the “**Authorization 2022**”). For the granting of shares to the holders or creditors of above-mentioned bonds, the Issuer is proposing to conditionally increase its share capital by up to EUR 306,044,326.40 through the issue of up to 119,548,565 new no-par value registered shares (the “**Conditional Capital 2022**”). The conditional capital increase shall only be implemented to the extent that the holders or creditors of conversion or option rights or the parties obliged to conversion under issued convertible bonds, option bonds, profit participation rights or participating bonds (or a combination of these instruments) issued by the Issuer or companies of the Lufthansa Group until 9 May 2027, based on the proposed authorization resolution of the General Meeting of 10 May 2022, exercise their conversion or option rights or the holders or creditors of issued bonds with a conversion obligation to conversion fulfil their obligation to convert, or to the extent that the Issuer exercises an option to grant, in whole or in part, shares of the Issuer in lieu of payment of the cash amount due, and to the extent cash compensation is not granted or treasury shares are not used to satisfy these obligations. The new shares participate in the profits from the beginning of the financial year in which they are created through the exercise of conversion or option rights, through the fulfilment of conversion obligations or through the exercise of rights to offer shares.

### ***Shareholder Structure***

The German Securities Trading Act (*Wertpapierhandelsgesetz*) requires holders of shares of an issuer admitted to trading on a regulated market (*regulierter Markt*) in Germany and to which voting rights are attached or instruments which relate to such shares to notify the respective issuer without undue delay of the level of their holdings if they reach, exceed or fall below certain thresholds. The initial threshold triggering a notification requirement is 3.0% of the voting rights in the event of holdings in shares and 5.0% of the voting rights in the event of instruments or cumulative holdings in shares and instruments. As of the date of this Prospectus, the following shareholders have notified the Issuer of their notifiable holdings in the Issuer:

<b>Shareholders<sup>(1)</sup></b>	<b>Shareholdings in %<sup>(2)</sup></b>
Kühne Aviation GmbH <sup>(3)</sup> .....	15.01
BlackRock, Inc. <sup>(4)</sup> .....	3.11

- (1) Direct shareholdings pursuant to Section 33 of the German Securities Trading Act (*Wertpapierhandelsgesetz*).  
(2) The percentage of voting rights has been calculated based on the Issuer's total number of voting rights (as published pursuant to Section 41 of the German Securities Trading Act (*Wertpapierhandelsgesetz*)) on the date of the respective shareholding notification or as notified otherwise.  
(3) Shareholding of Kühne Aviation GmbH, as notified to the Issuer on 6 July 2022.  
(4) Shareholding of BlackRock, Inc., as notified to the Issuer on 11 May 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 Prospectus, the members of the Executive Board of the Issuer are:

<b>Name</b>	<b>Function</b>	<b>Membership on other supervisory boards and comparable bodies (outside Lufthansa Group)</b>
Carsten Spohr	Chief Executive Officer	Münchener Rückversicherungs-Gesellschaft AG
Dr. Michael Niggemann	Member of the Executive Board, Human Resources & Legal, Labor Director	n/a
Dr. Till Streichert	Member of the Executive Board, Chief Financial Officer	n/a
Grazia Vittadini	Member of the Executive Board, Chief Technology Officer	Siemens AG, The Exploration Company
Dieter Vranckx	Member of the Executive Board, Global Markets & Commercial Management Hubs	n/a

#### ***Supervisory Board***

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

<b>Name</b>	<b>Function</b>	<b>Membership on other supervisory boards and comparable bodies (outside Lufthansa Group)</b>
Dr. Karl-Ludwig Kley (former CEO Merck KGaA)	Chairman	n/a
Christine Behle (*) (Deputy Chairwoman of the trade union ver.di)	Deputy Chairwoman	BREMER LAGERHAUS GESELLSCHAFT Aktiengesellschaft von 1877 (Deputy Chairwoman)
Tim Busse (*) (Flight captain)	Member	n/a
Erich Clementi	Member	E.ON SE (Chairman)

<b>Name</b>	<b>Function</b>	<b>Membership on other supervisory boards and comparable bodies (outside Lufthansa Group)</b>
(Chairman of the Supervisory Board of E.ON SE)		
Dr. Thomas Enders (former CEO Airbus SE)	Member	GE Aerospace, USA Lilium NV, Netherlands (Chairman) Linde plc, Republic of Ireland
Karl Gernandt (President of the Board of Directors Kühne Holding AG)	Member	Hapag-Lloyd AG (Deputy Chairman) Kühne + Nagel International AG, Switzerland (Deputy Chairman) Kühne Holding AG, Switzerland (Chairman) Kühne Logistics University gGmbH Kühne Real Estate AG (Chairman) HGK Hochgebirgsklinik Davos AG, Switzerland
Sara Grubisic (*) (Purser)	Member	n/a
Sara Hennicken (CFO Fresenius Management SE)	Member	Fresenius Kabi AG (Deputy Chairman) Fresenius Medical Care AG VAMED AG, Austria (Deputy Chairman)
Christian Hirsch (*) (Information management consultant / Works Council Member on leave of absence)	Member	n/a
Jamila Jadran (*) (Senior Project Manager / Works Council Member on leave of absence)	Member	n/a
Arne Christian Karstens (*) (First Officer A320)	Member	n/a
Carsten Knobel (CEO Henkel AG & Co. KGaA)	Member	Kühne Holding AG, Switzerland
Dr. Holger Benjamin Koch (*) (Senior Director Airport / Industry Charges)	Member	n/a
Harald Krüger (Former Chairman of the Executive Board of BMW AG )	Member	Deutsche Telekom AG
Marvin Reschinsky (*) (Union secretary ver.di)	Member	n/a
Birgit Rohleder (*) (Teamlead IT Application Management Airport Services, Works Council Member on leave of absence)	Member	n/a

Name	Function	Membership on other supervisory boards and comparable bodies (outside Lufthansa Group)
Britta Seeger (Member of the Executive Board Mercedes-Benz Group AG)	Member	Mercedes-AMG GmbH Mercedes-Benz Mobility AG Bejing Mercedes-Benz Sales Services Co. Ltd., China Mercedes-Benz (China) Ltd., China (Deputy Chairwoman) smart Automobile Co. Ltd., China smart Mobility Pte. Ltd., Singapore smart Mobility International Pte. Ltd., Singapore
Dr. Astrid Stange (CEO ELEMENT Insurance AG)	Member	Atos SE, France Sampo PLC, Finland (as of 25 April 2024) Moody's Investors Service Ltd., UK
Angela Titzrath (CEO Hamburger Hafen und Logistik AG)	Member	Evonik Industries AG Talanx AG HDI V.a.G. Metrans a.s., Czech Republic
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 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.

### *Credit Ratings*

S&P Global Ratings Europe Limited (“**Standard & Poor’s**”)<sup>1,4</sup> has assigned a long-term credit rating of BBB-<sup>5,6</sup> with “stable” outlook, Moody’s Deutschland GmbH (“**Moody’s**”)<sup>2,4</sup> has assigned a long-term credit rating of Baa3<sup>5,7</sup> with “stable” outlook and Scope Ratings GmbH (“**Scope**”)<sup>3,4</sup> has assigned a long-term credit rating of BBB-<sup>5,8</sup> with “positive” outlook to Lufthansa AG. Fitch Ratings Inc. (“**Fitch**”)<sup>4,9</sup> has assigned a long-term credit rating of BBB- with a “stable” outlook to Lufthansa AG.<sup>5,10</sup>

***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.***

1 Standard & Poor’s is established in the European Union and is registered under the CRA Regulation.

2 Moody’s is established in the European Union and is registered under the CRA Regulation.

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

4 The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) 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 European 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 BBB in the S&P Global Ratings Definitions (2024) as follows: Adequate capacity to meet financial commitments. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments, but more subject to adverse economic conditions. Ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.
- 7 Moody's defines Baa in its Global Long-Term Rating Scale in Rating Symbols and Definitions (October 2024) as follows: Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.
- 8 Scope defines BBB in its Credit Rating Definitions (May 2024) as follows: Credit Ratings at the BBB level reflect an opinion of good credit quality. Scope Ratings' long-term Credit Ratings are expressed with symbols from AAA to D/SD, with "+" and "-" as additional sub-categories for each category from AA to B (inclusive).
- 9 Fitch is established in the European Union and is registered under the CRA Regulation.
- 10 Fitch defines BBB in its Rating Definitions as follows: 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity.

## ***Historical Financial Information***

The Audited Consolidated Financial Statements 2023 and the Audited Consolidated Financial Statements 2022, respectively, which have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e paragraph 1 of the German Commercial Code (*Handelsgesetzbuch*), with the respective independent auditor's reports (*Bestätigungsvermerke des unabhängigen Abschlussprüfers*) thereon as well as the Unaudited Q3/2024 Condensed Consolidated Interim Financial Statements (as defined in "*Incorporation by Reference*"), which have been prepared in accordance with IFRS applicable on interim financial reporting, are incorporated by reference into this Prospectus. In this Prospectus, where financial information is labelled "audited" in tables, this information was taken from the Audited Consolidated Financial Statements 2023. The label "unaudited" is used in tables in this Prospectus to indicate financial information that was taken from the Unaudited Q3/2024 Condensed Consolidated Interim Financial Statements or from Lufthansa Group's accounting records or internal management reporting systems or has been calculated based on figures from the above-mentioned sources.

## ***Trend Information***

There has been no material adverse change in the prospects of Lufthansa AG since 31 December 2023.

There has been no significant change in the financial performance of Lufthansa Group between 30 September 2024 and the date of this Prospectus.

## ***Third Party Information and Declaration of any Interest***

With respect to any information included in this 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.

## ***No Significant Change***

Between 30 September 2024 and the date of this Prospectus, there were no significant changes in Lufthansa Group's financial position.

## ***Selected Consolidated Financial Information of Lufthansa AG***

The selected consolidated financial information below as of and for the financial years ended 31 December 2023 and 31 December 2022 has been taken or derived from Lufthansa AG's audited consolidated financial statements as of and for the financial year ended 31 December 2023, prepared in accordance with the IFRS and the additional requirements of German commercial law pursuant to Section 315e paragraph 1 of the German Commercial Code (*Handelsgesetzbuch*).

The financial information as of and for the nine-month periods ended 30 September 2024 and 30 September 2023 presented below is taken or derived from Lufthansa AG's unaudited condensed consolidated interim financial statements as of and for the nine-month period ended 30 September 2024, prepared in accordance with IFRS applicable to interim financial reporting.

The below tables summarise the consolidated financial information as of and for the nine-month periods ended 30 September 2024 and 30 September 2023 and as of and for the financial years ended 31 December 2023 and 31 December 2022.

<b>Lufthansa AG Selected Consolidated Financial Information</b>	<b>As of and for the nine-month period ended 30 September 2024</b>	<b>As of and for the nine-month period ended 30 September 2023</b>	<b>As of and for the financial year ended 31 December 2023</b>	<b>As of and for the financial year ended 31 December 2022<sup>(8)</sup></b>
<i>(EUR in million, unless otherwise indicated)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise stated)</i>	
Total revenue .....	28,137	26,681	35,442	30,895
Adjusted EBITDA <sup>(1, 7)</sup> .....	2,915	3,937	4,910	3,719
Adjusted EBIT <sup>(2)</sup> .....	1,177	2,280	2,682	1,520
EBIT <sup>(3)</sup> .....	1,249	2,218	2,669	1,419
Net profit/loss attributable to shareholders of Deutsche Lufthansa AG .....	830	1,606	1,673	791
Net cash from/used in operating activities ...	3,423	4,320	4,945	5,168
Net cash from/used in investing activities and cash management activities.....	(2,520)	(3,234)	(2,981)	(3,441)
Net cash from/used in financing activities ....	(1,151)	(1,024)	(2,072)	(2,266)
Adjusted free cash flow <sup>(4, 7)</sup> .....	1,006	1,663	1,846	2,526
Total Assets .....	46,439	46,591	45,321	43,335
Shareholders' equity .....	10,212	10,464	9,709	8,474
Number of employees <sup>(6)</sup> .....	100,518	117,187	96,677	109,509
Net indebtedness <sup>(5, 7)</sup> .....	5,104	5,357	5,682	6,871

- (1) “**Adjusted EBITDA**” is defined as Adjusted EBIT plus depreciation and amortisation (without impairment losses). Adjusted EBITDA should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (2) “**Adjusted EBIT**” is defined as EBIT adjusted for impairment losses/gains, effects from pension provisions and restructuring, results of disposal of assets and other reconciliation items comprising cost of materials and services and other operating expenses incurred due to extraordinary external events, costs for M&A projects, costs for material legal disputes and the reversal of related provisions. Adjusted EBIT should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (3) “**EBIT**” (earnings before interest and taxes) is defined as profit/loss from operating activities after result of equity investments accounted for using the equity method and result of other equity investments. EBIT should not be considered by investors as an alternative to Lufthansa AG's profit/loss from operating activities as an indication of operating performance, or as an alternative to cash flows from operating activities as indication of cash flows.
- (4) “**Adjusted free cash flow**” is defined as cash flow from (Net cash from/used in) operating activities after deducting net cash from/used in investing activities, adjusted for the payments under operating leases presented as capital repayments within cash flow from financing activities and cash inflows and outflows from the sale and acquisition of companies or individual business units which are allocated to investing activities.
- (5) “**Net indebtedness**” is defined as liabilities to banks plus bonds, lease liabilities (liabilities for rights of use (IFRS 16)), other non-current borrowing and other bank borrowing and less cash and cash equivalents and securities.
- (6) Number as per end of period.
- (7) Unaudited.
- (8) 2022 figures restated due to the reclassification of the Catering segment to discontinued operations.

<b>Reconciliation of EBIT, Adjusted EBIT and Adjusted EBITDA</b>	<b>For the nine- month period ended 30 September 2024</b>	<b>For the nine- month period ended 30 September 2023</b>	<b>For the financial year ended 31 December 2023</b>	<b>For the financial year ended 31 December 2022<sup>(1)</sup></b>
<i>(EUR in million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise stated)</i>	
Total revenue .....	28,137	26,681	35,442	30,895
Changes in inventories and work performed by entity and capitalized .....	709	535	727	354
Other operating income .....	1,471	1,568	2,413	2,180
Cost of materials and services .....	(16,937)	(15,161)	(20,378)	(17,973)

<b>Reconciliation of EBIT, Adjusted EBIT and Adjusted EBITDA</b>	<b>For the nine-month period ended 30 September 2024</b>	<b>For the nine-month period ended 30 September 2023</b>	<b>For the financial year ended 31 December 2023</b>	<b>For the financial year ended 31 December 2022<sup>(1)</sup></b>
<i>(EUR in million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise stated)</i>	
Staff costs .....	(6,722)	(6,060)	(8,344)	(7,277)
Depreciation, amortization and impairment..	(1,752)	(1,665)	(2,242)	(2,245)
Other operating expenses.....	(3,795)	(3,785)	(5,162)	(4,538)
<b>Profit/loss from operating activities .....</b>	<b>1,111</b>	<b>2,113</b>	<b>2,456</b>	<b>1,396</b>
Result of equity investments accounted for using the equity method.....	87	50	121	(15)
Result of other equity investments.....	51	55	92	38
<b>EBIT<sup>(3)</sup> .....</b>	<b>1,249</b>	<b>2,218</b>	<b>2,669</b>	<b>1,419</b>
Impairment losses/gains.....	13	35	39	56
Effects from pension provisions and restructuring.....	22	13	22	(44)
Result of disposal of assets / Result from asset disposal .....	(117)	(1)	(101)	(33)
Other reconciliation items <sup>(2)</sup> .....	10	15	53	122
<b>Adjusted EBIT<sup>(3)</sup> .....</b>	<b>1,177</b>	<b>2,280</b>	<b>2,682</b>	<b>1,520</b>
Depreciation and amortization.....	1,738	1,657	2,228	2,199
<b>Adjusted EBITDA<sup>(3)</sup> .....</b>	<b>2,915</b>	<b>3,937</b>	<b>4,910</b>	<b>3,719</b>

(1) 2022 figures restated due to the reclassification of the Catering segment to discontinued operations.

(2) Other reconciliation items comprise cost of materials and services and other operating expenses incurred due to extraordinary external events, costs for M&A projects, costs for material legal disputes and the reversal of related provisions.

(3) Unaudited.

## **Recent Developments**

There have been no recent developments which are to a material extent relevant to the evaluation of the Issuer's solvency.

## **Business**

### **Overview**

The airlines that form the core of the Lufthansa Group have their home markets in Germany, Switzerland, Austria and Belgium. As an airline group, its core business is the operation of domestic, short-haul and long-haul scheduled passenger and cargo flights within a worldwide network, as well as the provision of logistical and technical services related to flight operations. In addition, Lufthansa Group provides aircraft MRO services.

Lufthansa Group's business is divided into three business segments: (i) Passenger Airlines; (ii) Logistics; (iii) MRO. The remaining business activities are presented as Additional Businesses and Group Functions.

**Passenger Airlines .....** Mainly comprises Lufthansa and the regional partners Lufthansa CityLine, Lufthansa City Airlines and Air Dolomiti as well as Discover Airlines, Miles & More and the equity investment in Terminal 2 (together, the “**Lufthansa German Airlines**”), SWISS, Edelweiss Air, Austrian Airlines, Brussels Airlines and Eurowings.

<b>Logistics</b> .....	Mainly comprises Lufthansa Cargo and the Jettainer group, the time:matters group and the equity investment of 50% in the cargo airline AeroLogic.
<b>MRO</b> .....	Mainly comprises the Lufthansa Technik group, consisting of 30 plants offering technical aviation services worldwide and direct and indirect stakes in 64 companies.
<b>Additional Businesses and Group Functions</b> .....	Mainly comprises the service and financial companies, particularly, Lufthansa Aviation Training and Lufthansa Systems, as well as the group functions of the Lufthansa Group.

Lufthansa Group generated total revenue of EUR 35,442 million in Financial Year 2023, compared to EUR 30,895 million in the Financial Year 2022 mainly due to the significant increase in passenger traffic.

### **Business Segments**

Lufthansa Group's business is divided into three business segments: (i) Passenger Airlines; (ii) Logistics, and (iii) MRO; the remaining business activities are presented as Additional Businesses and Group Functions.

#### **Passenger Airlines Business Segment**

Lufthansa Group provides a comprehensive route network through its multi-hub strategy combined with a high level of flexibility. As of 30 September 2024, the Passenger Airlines business segment comprised Lufthansa German Airlines, SWISS, Edelweiss Air, Austrian Airlines, Brussels Airlines, Eurowings and Germanwings, whose passenger flight operations have been discontinued. Lufthansa German Airlines is the largest German airline, with hubs in Frankfurt and Munich, Germany. SWISS and Edelweiss Air are based in Zurich, Switzerland, while Austrian Airlines is based in Vienna, Austria. Brussels Airlines' flights depart from and to Brussels, Belgium. The regional airlines Lufthansa CityLine, Lufthansa City Airlines and Air Dolomiti are also part of Lufthansa German Airlines, which primarily operate within Germany and into and out of Italy, respectively. In order to exploit opportunities in the long-distance leisure travel market, Lufthansa Group envisages to expand its travel offering aimed at private travellers from its hubs in Frankfurt and Munich, Germany. Eurowings and Eurowings Europe offer point-to-point traffic in Europe for price-sensitive and value-oriented customers.

As of 31 December 2023, Lufthansa Group's Passenger Airlines business segment included more than 300 destinations in approximately 100 countries, which it served via the global hubs in Frankfurt, Germany, Munich, Germany, and Zurich, Switzerland, as well as the national hubs in Brussels, Belgium, and Vienna, Austria.

	For the nine-month period ended 30 September		For the financial year ended 31 December	
	2024	2023	2023	2022 <sup>(*)</sup>
	(unaudited)		(unaudited)	
<b>Passenger Airlines</b>				
Passengers (in thousands) <sup>(6)</sup> .....	100,609	93,210	122,535	101,775
Number of flights <sup>(6)</sup> .....	747,071	709,389	936,079	817,127
Available seat-kilometers (in millions) <sup>(1)(6)</sup> .....	247,152	225,648	300,582	259,428
Revenue seat-kilometers (in millions) <sup>(1)(6)</sup>	206,094	188,332	249,269	207,030
Passenger load factor (in %) <sup>(2)</sup> .....	83.4	83.5	82.9	79.8
Unit revenue (in € cent) <sup>(3)</sup> .....	9.2	9.6	9.7	9.0
Unit cost excluding fuel and emissions trading expenses (in € cent) <sup>(3)</sup> .....	6.5	6.3	6.4	6.3
<b>Lufthansa German Airlines<sup>(4)</sup></b>				
Passengers (in thousands) .....	48,930	45,194	60,268	51,784
Number of flights .....	357,357	340,337	454,755	408,419

	For the nine-month period ended 30 September		For the financial year ended 31 December	
	2024	2023	2023	2022 <sup>(*)</sup>
	(unaudited)		(unaudited)	
Available seat-kilometers (in millions) <sup>(1) ..</sup>	138,062	126,080	169,573	149,412
Revenue seat-kilometers (in millions) <sup>(1) ...</sup>	114,479	104,515	139,763	119,363
Passenger load factor (in %) <sup>(2) .....</sup>	82.9	82.9	82.4	79.9
<b>SWISS<sup>(5)</sup></b>				
Passengers (in thousands).....	16,094	14,573	19,295	15,050
Number of flights.....	123,844	112,347	149,392	123,118
Available seat-kilometers (in millions) <sup>(1) ..</sup>	46,124	41,126	55,327	44,423
Revenue seat-kilometers (in millions) <sup>(1) ...</sup>	38,841	34,916	46,719	35,467
Passenger load factor (in %) <sup>(2) .....</sup>	84.2	84.9	84.4	79.8
<b>Austrian Airlines</b>				
Passengers (in thousands).....	11,172	10,593	13,857	11,142
Number of flights.....	90,188	86,083	113,417	95,040
Available seat-kilometers (in millions) <sup>(1) ..</sup>	20,959	19,384	25,444	21,700
Revenue seat-kilometers (in millions) <sup>(1) ...</sup>	17,169	16,108	20,835	17,240
Passenger load factor (in %) <sup>(2) .....</sup>	81.9	83.1	81.9	79.4
<b>Brussels Airlines</b>				
Passengers (in thousands) <sup>(6) .....</sup>	6,397	6,415	8,317	6,830
Number of flights <sup>(6) .....</sup>	46,578	48,020	62,786	52,795
Available seat-kilometers (in millions) <sup>(1) ..</sup>	13,948	14,053		
<sup>(6) .....</sup>			18,118	16,313
Revenue seat-kilometers (in millions) <sup>(1) (6) ..</sup>	11,665	11,659	14,947	12,685
Passenger load factor (in %) <sup>(2) (6) .....</sup>	83.6	83.0	82.5	77.8
<b>Eurowings</b>				
Passengers (in thousands).....	18,015	16,433	20,798	16,969
Number of flights.....	129,104	122,602	155,729	137,755
Available seat-kilometers (in millions) <sup>(1) ..</sup>	28,060	25,005	32,121	27,579
Revenue seat-kilometers (in millions) <sup>(1) ...</sup>	23,940	21,135	27,005	22,276
Passenger load factor (in %) <sup>(2) .....</sup>	85.3	84.5	84.1	80.8

(\*) 2022 figures adjusted.

(1) Standard output units for air transport. An available seat-kilometer (ASK) denotes one offered seat flown for one kilometer. Revenue seat-kilometer corresponds to revenue passenger-kilometer (RPK), which denotes one paying passenger transported for one kilometer.

(2) Measure of capacity utilization in per cent. The passenger load factor refers to passenger transportation.

(3) Key performance indicator for air transport. Unit costs (CASK) denote the operating expenses divided by offered seat kilometers. Unit revenue (RASK) denotes the revenue divided by offered seat-kilometers.

(4) Including regional partners.

(5) Including Edelweiss Air.

(6) Figures for the nine-month period ended 30 September 2023 have been adjusted.

### Logistics Business Segment

As of 30 September 2024, the Logistics business segment included Lufthansa Cargo, the airfreight container management specialist Jettainer group, the time:matters group, which specializes in particularly urgent consignments, Lufthansa Group's subsidiary Heyworld, which specializes in tailored solutions for the e-commerce sector, and the equity investment in the cargo airline Aerologic. Moreover, Lufthansa Cargo has equity investments in various handling companies and smaller companies involved in aspects of digitalizing the sector. Additionally, Lufthansa Group engages in a variety of commercial joint ventures, including in relation to its offering of logistics solutions.

Lufthansa Group offers standard and express freight as well as highly specialized products. These include the transport of live animals, valuable cargo, post and dangerous goods, as well as meeting growing market demand for the carriage of temperature-sensitive goods. Lufthansa Group has a specialized infrastructure at the Frankfurt airport to handle these goods, including the Animal Lounge and the Lufthansa Cargo Cool Center.

	For the nine-month period ended 30 September		For the financial year ended 31 December	
	2024	2023	2023	2022
	(unaudited)		(unaudited)	
Cargo load factor (in %) <sup>(1)</sup> .....	60.9	58.4	59.2	61.1
Available cargo ton-kilometers (in millions) <sup>(2)</sup> .....	10,121	9,358	12,620	11,827
Revenue cargo ton-kilometers (in millions) <sup>(2)</sup> .....	6,166	5,466	7,471	7,231

- (1) Measure of capacity utilization in per cent. The cargo load factor expresses the ratio of capacity sold to available capacity. The cargo load factor refers to freight transport or total traffic.
- (2) Standard output units for air transport. An offered ton-kilometer (TKO) denotes the offered capacity equivalent of one ton of load (passengers and/or cargo) for one kilometer; a revenue ton-kilometer (RTK) denotes one ton of load (passengers and/or cargo) transported one kilometer.

### Maintenance, Repair and Overhaul Services (MRO) Business Segment

Lufthansa Technik is one of the world's leading providers of MRO services for civilian commercial aircraft. Lufthansa Technik is certified around the globe as a maintenance, design and production organization (within the International Civil Aviation Organization (the "ICAO") and EU Aviation Safety Agency (the "EASA") regulations to Part 145, Part 21/J and Part 21/G, respectively). Headquartered in Hamburg, Germany, and with its services firmly embedded into its global network, as of 31 December 2023, Lufthansa Technik comprises 30 plants globally, through which it offers technical aviation services worldwide. In addition, Lufthansa Technik holds direct as well as indirect stakes in 64 companies as of 31 December 2023. The portfolio covers a variety of differently structured products and product combinations, from the repair of individual components to consultancy services as well as the fully integrated and digital supply for entire fleets.

Lufthansa Technik is playing a key role in the digital transformation of technical aircraft operations with its Digital Tech Ops ecosystem. It consists of AVIATAR as a platform for databased analytics solutions, flydocs as a digital records and asset solution, and the maintenance and engineering/MRO software AMOS from global leader Swiss Aviation Software AG.

### Additional Businesses and Group Functions

The Additional Businesses and Group Functions comprises the service and financial companies, particularly Lufthansa Aviation Training and Lufthansa Systems, as well as the group functions of the Lufthansa Group. Lufthansa Aviation Training provides vocational and professional training for cockpit and cabin crew.

Lufthansa Systems offers a range of IT solutions and advisory services relating to improving the efficiency and differentiating all areas of an airline, and to optimizing passengers' entire travel experience.

## Operations

### Fleet

Lufthansa Group's fleet comprises aircraft of almost every size and uses state-of-the-art technology. As of 31 December 2023, its fleet included 721 aircraft, of which it owned 89% and leased 11%. The average age of the aircraft in the fleet was 13.4 years (31 December 2022: 13.1 years).

The table below sets forth the Lufthansa Group's fleet owned and leased as of 31 December 2023. This table does not indicate whether the Issuer or one of its group companies holds legal title to the aircraft, nor does it indicate whether the aircraft are actually in operation.

Manufacturer and Model	Operator						Group fleet	Thereof leases
	LH <sup>(*)</sup>	LX <sup>(*)</sup>	OS <sup>(*)</sup>	SN <sup>(*)</sup>	EW <sup>(*)</sup>	LCAG <sup>(*)</sup>		
Airbus A220.....	–	30	–	–	–	–	30	–
Airbus A319.....	38	–	–	15	33	–	86	17
Airbus A320.....	63	25	29	18	50	–	185	28
Airbus A320neo.	35	6	5	2	7	–	55	7
Airbus A321.....	54	6	6	–	6	4 <sup>(1)</sup>	76	4
Airbus A321neo.	17	4	–	–	4	–	25	5
Airbus A330.....	23	14	–	9	–	–	46	4
Airbus A340.....	34	9	–	–	–	–	43	–
Airbus A350.....	23	3	–	–	–	–	26	5
Airbus A380.....	8	–	–	–	–	–	8	–
Boeing 747.....	27	–	–	–	–	–	27	–
Boeing 767.....	–	–	3	–	–	–	3	–
Boeing 777.....	–	12	6	–	–	–	18	2
Boeing 787.....	5	–	–	–	–	–	5	–
Boeing 777F.....	–	–	–	–	–	17 <sup>(2)</sup>	17	6
Bombardier CRJ.	28	–	–	–	–	–	28	–
Embraer.....	26	–	17	–	–	–	43	–
<b>Total aircraft</b>	<b>381</b>	<b>109</b>	<b>66</b>	<b>44</b>	<b>100</b>	<b>21</b>	<b>721</b>	<b>78</b>

(\*) 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) A321P2F operated by Lufthansa CityLine

(2) Partly operated by AeroLogic, of which two aircraft are attributed pro rata.

### Governmental, Legal, Tax and Arbitration Proceedings

From time to time companies of the Lufthansa Group are involved in legal disputes and administrative proceedings as part of their ordinary business activities.

Save as described below, there are currently no, and Lufthansa Group has not been involved in any, governmental, legal or arbitration proceedings during the period of the last twelve months, against or affecting the Issuer or any of its subsidiaries, nor is the Issuer 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 the Issuer or the Lufthansa Group.

#### Cargo Cartel Public Investigations

The European 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 Group avoided any fines imposed by the European Commission, which amounted to about EUR 800 million for the other cartel participants. Above that, Lufthansa Group 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 about EUR 1.2 billion. Despite receiving full immunity, Lufthansa Group has appealed the European Commission's decision to the European Court of Justice ("ECJ") strictly on legal grounds. This appeal did not affect the European Commission's grant of full immunity.

In some jurisdictions, cargo customers, freight forwarders and shippers in particular 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 Group settled all pending litigations in 2019. In the Netherlands, South Korea, Norway and Israel, Lufthansa Group, together with other cargo carriers, is currently subject to, or has 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.

#### *Tax Proceedings*

Until June 2019, the Lufthansa Group was involved in legal proceedings with the Cologne-Altstadt tax office at the German Federal Fiscal Court (*Bundesfinanzhof*) concerning several tax matters in financial year 2005, but in particular the deductibility of write-downs on cross-border intercompany loans granted by the Lufthansa Group. Appeals are pending on the same issue with regard to financial years 2001-2004. In the financial statements as of and for the first half of 2019, the Lufthansa Group recognized an additional tax expense for its tax exposure of EUR 340 million in connection with this outstanding tax matter in Germany, which was paid by the Lufthansa Group. Past judgments by the competent fiscal court and the German Federal Fiscal Court (*Bundesfinanzhof*) had originally affirmed its position in principal. However, the Federal Fiscal Court (*Bundesfinanzhof*) had changed its case law in this regard in 2019. After a hearing at the Federal Fiscal Court in June 2019, the Federal Fiscal Court decided to refer the case back to the Cologne Fiscal Court. However, the Cologne Fiscal Court has suspended this 2005 lawsuit until the appeals for the financial years 2001-2004 have been decided. Another tax case is pending before the Cologne Fiscal Court for the financial years 2006 to 2009, which the Cologne Fiscal Court has also suspended until the 2005 court proceeding has been decided. The proceedings relate to acquisition costs of a foreign subsidiary and the tax exemption of certain dividends. The Lufthansa Group believes that it has valid arguments to support its position in these proceedings, but it is not possible at this stage to determine the final outcome of the proceedings. The Lufthansa Group has paid the taxes demanded by the responsible tax office following the original assessment, which is why no provisions have been recognized. However, the outcome of the aforementioned proceedings may have a negative effect on the Lufthansa Group, among other things due to a change in the application of German tax laws.

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.

#### **Material Agreements**

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

Lufthansa, together with Air France and Korean Air, are limited partners in TOGA, organized in 1994 as a limited partnership under the laws of the State of New York created to lease, finance, construct, maintain and operate the passenger terminal facility “Terminal One” at John F. Kennedy International Airport in New York. Japan Airlines withdrew from TOGA at the end of May 2023.

In this respect, Lufthansa has entered into a use and lease agreement with TOGA for the use of the Terminal One facilities (the “**Facility Use and Lease Agreement**”), pursuant to which Lufthansa 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 Lufthansa’s share of all of TOGA’s payment obligations and to assume certain obligations, including the rental payments due to the Port Authority pursuant to the Site Lease with the Port. Lufthansa understands that Air France and Korean Air have each entered into respective use and lease agreements at substantially similar terms. In the event that Lufthansa fails to pay amounts due under the Facility Use and Lease Agreement, it provides that the amounts due will have to be paid by all of the carrier-partners who are not in arrears in proportion to their respective charges based on volume of use.



### *Terminal 2 at Munich Airport*

Lufthansa holds an indirect general partner's interest of 40% in T 2. The other general partner (holding a direct 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 T 2 and is now operated by T 2. Lufthansa is jointly and severally liable to the full extent for all liabilities and payment obligations of this partnership. T 2 has originally obtained borrowings in the amount of EUR 2,107 million, including a syndicated credit facility in the total amount of EUR 1,107 million to finance the construction of terminal 2, which was drawn in several tranches with a gradual repayment schedule with the last tranche being repaid in the year 2033 and a further syndicated credit facility in the total amount of EUR 725 million for the construction of a satellite to terminal 2. This satellite started operations in 2016.

## TAXATION

*The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Holder. The discussions that follow are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.*

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Prospective Holders should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Notes, including the application and effect of any federal, state or local taxes, under the tax laws of Germany, the Grand Duchy of Luxembourg and each country of which they are residents or citizens.

### Germany

The following general overview does not consider all aspects of income taxation in Germany that may be relevant to a Holder in the light of the Holder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

#### ***Tax resident Holders***

The section "*Tax resident Holders*" refers to persons who are tax residents of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management is located in Germany).

Withholding tax (*Kapitalertragsteuer*) on interest payments and capital gains

Interest payments received by an individual Holder will be subject to German withholding tax if the Notes are kept or administrated in a custodial account with a German branch of a German or non-German credit institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*) or a German securities institution (*Wertpapierinstitut*) (each a "**Disbursing Agent**", *auszahlende Stelle*). The flat income tax rate is 25% (plus a 5.5% solidarity surcharge (*Solidaritätszuschlag*) thereon, the total withholding being 26.375%). An electronic information system for withholding of church tax (*Kirchensteuer*) will apply to individuals subject to church tax in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax. Church tax is not collected by way of withholding if the investment income is part of the income from agriculture and forestry, trade or business, self-employment or letting and leasing.

The same treatment applies to capital gains (i.e., the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the costs of acquisition) derived by an individual Holder provided the Notes have been held in a custodial account with a Disbursing Agent since the time of their acquisition. If Notes held or administrated 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 purposes of determining the capital gains. Where Notes are acquired and/or sold or redeemed in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively.

To the extent the Notes have not been kept in a custodial account with a Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375% (including solidarity surcharge, plus church tax, if applicable) on 30% of the disposal or redemption proceeds (plus interest accrued on the Notes ("**Accrued Interest**", *Stückzinsen*), if any), unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the Disbursing Agent.

In computing any German tax to be withheld, the Disbursing Agent may generally deduct from the basis of the withholding tax negative investment income realized by the individual Holders via the Disbursing Agent (e.g. losses from the sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Notes or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions, the Disbursing Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the individual Holder in the custodial account with the Disbursing Agent.

Individual Holders may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 for jointly assessed individual Holders) for all investment income received in a given year. Upon the individual Holder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

If Notes are kept or administrated in a custodial account with a Disbursing Agent, German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporation as Holder while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). With regard to gains from the disposal, repayment or assignment of Notes held by an individual Holder, a business partnership or through the permanent establishment of a non-resident taxpayer, the same may apply upon application where the Notes form part of a trade or business.

The Issuer is, as a rule, not obliged under German law to withhold any withholding tax on interest payments and upon the sale or redemption of the Notes.

#### Taxation of current income and capital gains

The personal income tax liability of an individual Holder deriving income from capital investments under the Notes is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as if the Notes are kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Holder must report his or her income and capital gains derived from the Notes on his or her tax return and will then also be taxed at a rate of 25% (plus a solidarity surcharge and church tax thereon, if applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30% of the disposal proceeds (rather than from the actual gain), an individual Holder may and, in case the actual gain is higher than 30% of the disposal proceeds, must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Holder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemized basis is not permitted.

Capital losses from the disposal, redemption, repayment or assignment of the Notes held as private assets should generally be tax-recognized irrespective of the holding period of the Notes. The losses may, however, not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Losses not utilised in one year may be carried forward into subsequent years but may not be carried back into preceding years.

Losses from the Notes resulting from (i) a bad debt loss (*Uneinbringlichkeit einer Forderung*), from (ii) a derecognition (*Ausbuchung*) of worthless Notes, from (iii) a transfer (*Übertragung*) of worthless Notes or from (iv) any other shortfall (*sonstigen Ausfall*) of Notes can only be set off up to EUR 20,000 against other investment income. Such losses exceeding EUR 20,000 can be carried forward and set off up to EUR 20,000 in later tax assessment periods, subject to certain requirements. Any tax deductible losses in accordance with the foregoing will not be considered for withholding tax purposes by the German Disbursing Agent, but need to be claimed by a Holder by way of tax assessment. It should be noted, however, that according to the Annual Tax Act 2024 (*Jahressteuergesetz 2024*), which has to be finally approved by the German Federal Council (*Bundesrat*) the afore mentioned loss offsetting restriction shall be abolished for all open cases.

The solidarity surcharge shall only be levied for wage tax and income tax purposes if the individual income tax of the individual investor exceeds the threshold of EUR 18,130 (EUR 36,260 for jointly assessed Holders) as of

the assessment period 2024. It is intended to increase this threshold to EUR 19,950 (EUR 39,900 for jointly assessed Holders) as of the assessment period 2025 and to EUR 20,350 (EUR 40,700 for jointly assessed Holders) as of the assessment period 2026. The solidarity surcharge shall however continue to be applicable for withholding tax, flat tax and corporate income tax purposes irrespective of the relevant income. If, in the case of flat tax, the income tax burden for an individual investor is lower than the flat tax of 25%, the individual investor can apply for its capital investment income being assessed at its individual progressive rates (see above) in which case solidarity surcharge would be refunded.

Where Notes form part of a trade or business, the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Notes form part of a trade or business, interest (accrued) must be taken into account as income. The Holder will have to report income and related (business) expenses in the tax return and the balance will be taxed at the Holder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Holder. Where Notes form part of a German trade or business, the current income and gains from the disposal, redemption, repayment or assignment of the Notes are, in principle, also be subject to German trade tax (*Gewerbesteuer*).

### ***Non-resident Holders***

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Holder or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "*Tax resident Holders*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Interest paid under a financing relationship (*Finanzierungsbeziehung*) is, in principle, also subject to German taxation if the financing relationship is entered into between German resident debtors and creditors which are resident in a non-cooperative tax jurisdiction (*nicht kooperatives Steuerhoheitsgebiet*) within the meaning of the German Act to Prevent Tax Evasion and Unfair Tax Competition dated 25 June 2021 (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb - Steueroasen-Abwehrgesetz, "StAbwG"*) as amended or replaced from time to time (including the Legal Ordinance on the Application of Section 3 StAbwG (*Verordnung zur Durchführung des § 3 des Steueroasen-Abwehrgesetzes - Steueroasen-Abwehrverordnung*) enacted on the StAbwG and as amended or replaced from time to time).

Bearer bonds (*Inhaberschuldverschreibungen*), however, which are represented by global notes (*Globalurkunde*) kept in collective custody (*Girosammelverwahrung*) with a central securities depository (*Zentralverwahrer*) and comparable debt instruments (*vergleichbare Schuldtitel*) tradable (*handelbar*) on a recognized exchange (*anerkannte Börse*) within the meaning of Section 138 paragraph 2 sentence 1 no. 3 lit. b) sent. 2 of the German General Fiscal Code (*Abgabenordnung, "AO"*) do not qualify as a financing relationship and are, therefore, excluded from the scope of the StAbwG (Section 10 paragraph 1 sentence 1 no. 1 sent. 2 StAbwG). Since the Notes are represented by Global Notes kept in custody and admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a recognized exchange within the meaning above), the StAbwG should not be applicable to interest paid under the Notes.

### ***Substitution of the Issuer***

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the Substitute Debtor and subject to similar taxation rules like the Notes. In particular, such a substitution could result in the recognition of a taxable gain or loss for any Holders.

### ***Inheritance and gift tax***

The transfer of the Notes to another person by way of gift or inheritance may be subject to German gift or inheritance tax, respectively, if, *inter alia*,

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in the case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of the Notes, or
- (ii) except as provided under (i), the testator's or donor's Notes belong to business assets attributable to a permanent establishment or a permanent representative in Germany.

Special regulations may apply to certain German expatriates.

#### ***Other taxes***

No stamp, issue, value added, capital transfer or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution as well as the purchase, sale or other disposal of the Notes. However, under certain circumstances entrepreneurs may choose liability to German value added tax (*Umsatzsteuer*) with regard to the sale of the Notes to other entrepreneurs which would otherwise be tax exempt. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is still unclear if, when and in what form such tax will be introduced.

## SUBSCRIPTION AND SALE OF THE NOTES

### General

Pursuant to a subscription agreement dated 10 January 2025 (the “**Subscription Agreement**”) among the Issuer and the Bookrunners, the Issuer has agreed to sell to the Bookrunners, and the Bookrunners have agreed, subject to certain customary closing conditions, to purchase, the Notes on 15 January 2025. The Issuer has furthermore agreed to pay certain fees to the Bookrunners and to reimburse the Bookrunners for certain expenses incurred in connection with the issue of the Notes.

The Subscription Agreement provides that the Bookrunners under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Bookrunners against certain liabilities in connection with the offer and sale of the Notes.

Certain of the Bookrunners and their respective affiliates may be customers of, borrowers from or creditors of the Lufthansa AG and its affiliates. Proceeds of the issuance of the Notes may be used to repay any loan financing from creditors including from the Bookrunners, if any. In addition, certain Bookrunners and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Lufthansa AG and its affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Bookrunners and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Lufthansa AG or its affiliates. Certain of the Bookrunners or their respective affiliates that have a lending relationship with Lufthansa AG routinely hedge their credit exposure to Lufthansa AG consistent with their customary risk management policies. Typically, such Bookrunners and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued. Any such positions could adversely affect future trading prices of the Notes. The Bookrunners and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, that are material to the issue.

## Selling Restrictions

### *General*

Each Bookrunner 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 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 Bookrunner shall have any responsibility therefore.

### *United States of America*

- (a) Each Bookrunner 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 Bookrunner 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 Bookrunner 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 Bookrunner 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 Bookrunner (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 Bookrunners in writing that it is no longer able to make the representation set forth in Clause 6 of the Subscription Agreement, each Bookrunner (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 Bookrunner 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.
- (d) 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). Terms used in this

paragraph (d) have the meanings given to them by the US Internal Revenue Code of 1986, as amended and regulations thereunder, including the D Rules.

Each Bookrunner 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 Bookrunner 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 Bookrunner is a United States person, it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Bookrunner 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 Bookrunner Notes for the purposes of offering or selling such Notes during the restricted period, such Bookrunner either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) of this paragraph (d) 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 (d); 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 (d) 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 (d) have the meanings given to them by the US Internal Revenue Code and regulations thereunder, including the D Rules.

Terms used in paragraphs (a) – (d) above have the meanings given to them in Regulation S.

### ***Prohibition of Sales to EEA Retail Investors***

Each Bookrunner has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

- (i) the expression "retail investor" means a person who is one (or more) of the following:
  - (a) a retail client as defined in point (11) of Article 4(1) of MiFID II (as amended); or
  - (b) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or



- (c) not a qualified investor as defined in the Prospectus Regulation (as amended); and
- (ii) the expression an “offer” includes 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.

### ***United Kingdom***

#### **Prohibition of Sales to UK Retail Investors**

Each Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression retail investor means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (“**FSMA**”), and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression an “offer” includes 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.

#### **Other regulatory restrictions**

Each Bookrunner has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 any Notes in, from or otherwise involving the United Kingdom.

### ***Japan***

Each Bookrunner has acknowledged that the Notes have not been, and will not be, registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “**FIEA**”) and each Bookrunner has represented and agreed that it has not offered or sold and 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 entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### ***Switzerland***

- (a) Each Bookrunner has represented, warranted and agreed, that, subject to paragraph (b) below:
  - (i) Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act of 15 June 2018, as amended (the “**FinSA**”), except to (x) an investor that qualifies as professional client within the meaning of the FinSA, or (y) in any other

circumstances falling within Article 36 of the FinSA, provided that, in each case, no such offering of Notes shall require the publication of a prospectus and/or the preparation of a key information document (“**KID**”) (or equivalent documents) pursuant to the FinSA, and no application has been or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland;

- (ii) neither this Prospectus nor any other offering or marketing material relating to the Issuer or any Notes (x) constitutes a prospectus or a KID (or an equivalent document) as such term is understood pursuant to the FinSA or (y) has been or will be filed with or approved by a Swiss review body pursuant to Article 52 of the FinSA; and
  - (iii) neither this Prospectus nor other offering or marketing material relating to the Issuer or any Notes may be distributed or otherwise made available in Switzerland in a manner which would require the publication of a prospectus and/or the preparation of a KID (or an equivalent document) in Switzerland pursuant to the FinSA.
- (b) Notwithstanding paragraph (a) above, in respect of the Notes, the Issuer and the Bookrunners may agree that (x) such Notes may be publicly offered in Switzerland in a manner which will require the publication of a prospectus and/or the preparation of a KID (or an equivalent document) pursuant to the FinSA and/or (y) an application will be made by (or on behalf of) the Issuer to admit such Notes to trading on the SIX Swiss Exchange or any other trading venue (exchange or multilateral trading facility) in Switzerland, provided that the Issuer and the Bookrunners agree to comply, and comply, with any applicable requirements of the FinSA, the Swiss Financial Services Ordinance of 6 November 2019, as amended, and any applicable requirements of the relevant trading venue in Switzerland in connection with such offering and/or application for admission to trading.

### ***Singapore***

Each Bookrunner has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Bookrunner has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (x) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA; or (y) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

### ***Canada***

Each Bookrunner has acknowledged that no prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Notes, the Notes have not been, and will not be, qualified for sale under the securities laws of Canada or any province or territory thereof and no securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon the Prospectus or the merits of the Notes and any representation to the contrary is an offence.

Each Bookrunner has represented, warranted and agreed that it has not offered, sold or distributed and will not offer, sell or distribute any Notes, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with applicable securities laws and, without limiting the generality of the foregoing:

- (a) any offer or sale of the Notes in Canada will be made only to only to purchasers that are "accredited investors" (as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions (“**NI 45-106**”) or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario)), that are also "permitted clients" (as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations), that are purchasing as principal, or are deemed to be purchasing as principal in accordance with applicable Canadian securities laws, and that are not a person created or used solely to purchase or hold the Notes as an "accredited

investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106;

- (b) it is either (i) appropriately registered under applicable Canadian securities laws in each relevant province or territory to sell and deliver the Notes, (ii) such sale and delivery will be made through an affiliate of it that is so registered if the affiliate is registered in a category that permits such sale and has agreed to make such sale and delivery in compliance with the representations, warranties and agreements set out herein, or (iii) it is relying on an exemption from the dealer registration requirements under applicable Canadian securities laws and has complied with the requirements of that exemption; and
- (c) it has not and will not distribute or deliver any "offering memorandum" (as defined in relevant Canadian securities laws) in connection with any offering of the Notes in Canada or to a resident of Canada except in compliance with applicable Canadian securities laws.

## GENERAL INFORMATION

1. **Authorisations:** The creation and issue of the Notes has been authorised by a resolution of the Issuer's Board of Management (*Vorstand*) on 19 November 2024 and by a resolution of the Issuer's Supervisory Board (*Aufsichtsrat*) on 5 December 2024.
2. **Expenses of Admission to Trading:** The total expenses related to the admission to trading of the Notes are expected to amount to EUR 15,000.
3. **Clearing Systems:** Payments and transfers of the Notes will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Notes have the following securities codes:

ISIN: XS2965681633

Common Code: 296568163

German Securities Code (WKN): A4DFCC

4. **Listing and Admission to Trading:** Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.
5. **Documents on Display:** Electronic versions of the following documents are available on the Issuer's website:
  - (a) the articles of association of the Issuer (accessed by using the hyperlink "<https://investor-relations.lufthansagroup.com/fileadmin/downloads/de/corporate-governance/DLH-Satzung-September-2024.pdf>"); and
  - (b) the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

6. **Third Party Information:** 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) neither the Issuer nor any Bookrunner has independently verified any such information and neither the Issuer nor any Bookrunner accepts any responsibility for the accuracy thereof.
7. **Yield:**

For the Holders, the yield of the Notes until the First Reset Date is 5.250% *per annum*, calculated on the basis of the issue price of the Notes.

Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method.

The yield of the Notes for the periods after the First Reset Date cannot be determined as of the date of this Prospectus.

8. **Ratings:** The Notes are expected to be rated “BB” by S&P<sup>1</sup>, “Ba1” by Moody’s<sup>2</sup> and “BB” by Fitch<sup>3</sup>. S&P, Moody’s and Fitch are established in the European Union and are registered under the CRA Regulation<sup>4</sup>.
- Investors in the Notes should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.
9. **Legal Entity Identifier:** The LEI of Lufthansa AG is 529900PH63HYJ86ASW55.

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<sup>1</sup> S&P defines BB as follows: An obligation rated ‘BB’ is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor’s inadequate capacity to meet its financial commitment on the obligation.

<sup>2</sup> Moody’s defines Ba1 as follows: Obligations rated Ba are judged to be speculative and are subject to substantial credit risk. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

<sup>3</sup> Fitch defines BB as follows: ‘BB’ ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time; however, business or financial flexibility exists that supports the servicing of financial commitments.

<sup>4</sup> The European Securities and Markets Authority 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. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

## DOCUMENTS INCORPORATED BY REFERENCE

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: (i) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2023 as included in the Lufthansa Group Annual Report 2023 (the “**Audited Consolidated Financial Statements 2023**”), (ii) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2022 as included in the Lufthansa Group Annual Report 2022 (the “**Audited Consolidated Financial Statements 2022**”) and (iii) the unaudited condensed consolidated interim financial statements of the Issuer as of and for the nine-month period ended 30 September 2024 as included in the Lufthansa Group 3rd Interim Report January – September 2024 (the “**Unaudited Q3/2024 Condensed Consolidated Interim Financial Statements**”).

### Table of Documents incorporated by Reference

***1. English language translation of the German language Unaudited Q3/2024 Condensed Consolidated Interim Financial Statements as included in the Lufthansa Group 3rd Interim Report January - September 2024:***

Consolidated income statement	Page 24
Consolidated statement of comprehensive income	Page 25
Consolidated statement of financial position	Page 26 - 27
Consolidated statement of changes in shareholders' equity	Page 28
Consolidated cash flow statement	Page 29
Notes	Pages 30 - 39

***2. English language translations of the German language Audited Consolidated Financial Statements 2023 and the Independent auditors' report thereon as included in the Lufthansa Group Annual Report 2023:***

Consolidated income statement	Page 161
Consolidated statement of comprehensive income	Page 161
Consolidated statement of financial position	Page 162
Consolidated statement of changes in shareholders' equity	Page 163
Consolidated cash flow statement	Page 164
Notes to the consolidated financial statements	Pages 165 - 267
Independent auditors' report <sup>1)</sup>	Pages 268 - 277

**3. English language translations of the German language Audited Consolidated Financial Statements 2022 and the Independent auditors' report thereon as included in the Lufthansa Group Annual Report 2022:**

Consolidated income statement	Page 165
Statement of comprehensive income	Page 165
Consolidated statement of financial position	Page 166
Consolidated statement of changes in shareholders' equity	Page 167
Consolidated cash flow statement	Page 168
Notes to the consolidated financial statements	Pages 169 - 269
Independent auditors' report <sup>1)</sup>	Pages 270 - 279

1) The independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) refers to the consolidated financial statements and the group management report, which is combined with the management report of Lufthansa AG (combined management report), of Lufthansa AG as a whole and not solely to the consolidated financial statements incorporated by reference.

The non-incorporated parts of such documents, i.e. the pages not listed in the table above, are either not relevant for the investor or covered elsewhere in the Prospectus.

***Availability of incorporated Documents***

Any document incorporated herein by reference can be obtained without charge during normal business hours at the offices of Lufthansa as set out at the end of this Prospectus. In addition, such documents will be published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

Electronic versions of the documents incorporated by reference are also available on the website of the Issuer (<https://investor-relations.lufthansagroup.com/en/investor-relations.html>) can be accessed by using the following hyperlinks:

**(1) Audited Consolidated Financial Statements 2023 as included in the Lufthansa Group Annual Report 2023:**

<https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/annual-reports/LH-AR-2023-e.pdf>

**(2) Audited Consolidated Financial Statements 2022 as included in the Lufthansa Group Annual Report 2022:**

<https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/annual-reports/LH-AR-2022-e.pdf>

**(3) Unaudited Q3/2024 Condensed Consolidated Interim Financial Statements as included in the Lufthansa Group 3rd Interim Report January - September 2024:**

<https://investor-relations.lufthansagroup.com/fileadmin/downloads/en/financial-reports/interims-reports/LH-QR-2024-3-e.pdf>

**Issuer**

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Venloer Str. 151-153  
50672 Cologne  
Germany

**Principal Paying Agent**

**Citibank Europe plc**  
1 North Wall Quay  
Dublin  
Ireland

**Joint Global Coordinators and Joint Bookrunners**

**Citigroup Global Markets Europe AG**  
Börsenplatz 9  
60313 Frankfurt am Main  
Federal Republic of Germany

**HSBC Continental Europe**  
38, avenue Kléber  
75116 Paris  
France

**J.P. Morgan SE**  
Taunustor 1  
60310 Frankfurt am Main  
Federal Republic of Germany

**Joint Bookrunners**

**Crédit Agricole Corporate and  
Investment Bank**  
12 Place des Etats-Unis, CS 70052  
92547 Montrouge CEDEX  
France

**Morgan Stanley Europe SE**  
Grosse Gallusstrasse 18  
60312 Frankfurt am Main  
Germany

**Société Générale**  
29, boulevard Haussmann  
75009 Paris  
France

**UniCredit Bank GmbH**  
Arabellastr. 12  
81925 Munich  
Germany

**Independent Auditors to the Issuer**

**EY GmbH & Co. KG**  
**Wirtschaftsprüfungsgesellschaft**  
Stuttgart, office Eschborn/Frankfurt am Main  
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65760 Eschborn  
Federal Republic of Germany



**Legal Advisers**

***To the Issuer***

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***To the Bookrunners***

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Taunusanlage 8  
60329 Frankfurt am Main  
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