Framework Agreement

between

the Federal Republic of Germany

the Economic Stabilisation Fund

and

Deutsche Lufthansa Aktiengesellschaft

concerning a

Stabilisation measure of the Economic Stabilisation Fund

Translation for convenience only;
In case of any discrepancy or ambiguity the German version shall prevail.

Framework Agreement

STABILISATION MEASURE OF THE ECONOMIC STABILISATION FUND (*WIRTSCHAFTSSTABILISIERUNGSFONDS*, THE "ESF")

PURSUANT TO SECTION 22 OF THE ACT ESTABLISHING A FINANCIAL MARKET AND ECONOMIC STABILISATION FUND (STABILISATION FUND ACT – "STFG")

Company	Deutsche Lufthansa AG, a stock corporation (*Aktiengesellschaft*) under German law, with its registered office in Cologne, registered in the Commercial Register of the Local Court of Cologne under number HRB 2168 (the "**Company**").
Type of stabilisation measure:	Silent partnership contribution (*stille Einlage*) with loss participation by the Economic Stabilisation Fund ("**ESF**") inthe amount of EUR 4,693,955,673.60 pursuant to Section 230 of the German Commercial Code (*Handelsgesetzbuch* – "**HGB**") and Section 10 of the Economic Stabilisation Acceleration Act (*Wirtschaftsstabilisierungsbeschleunigungsgesetz* – "**WStBG**") as described below ("**Silent Participation I**")[1] Silent partnership contribution (*stille Einlage*) without loss participation by the Economic Stabilisation Fund ("**ESF**") in a total amount of EUR 1 billion pursuant to Section 230 of the German Commercial Code ("**HGB**") and Section 10 of the Economic Stabilisation Acceleration Act ("**WStBG**") (in total "**Silent Participation II**"), divided into two tranches of (i) EUR 102,014,776.32 ("**Silent Participation II-A**"), which, in the event of a publication of the decision to make a takeover offer as defined in Section 10 of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz* – "WpÜG") or in the event of a gaining of control as defined in Section 35 in conjunction with Section 29 WpÜG ("**Takeover Event**"), can be converted (as the case may be, in part) into 39,849,522 shares as described below, and (ii) EUR 897,985,223.68 ("**Silent Participation II-B**"), which (a) protects the ESF from dilution in the event of a capital increase of the Company prior to the full repayment of Silent Participation I of (x) its shareholding increased in case of a Takeover Event by conversion of Silent Participation II-A pursuant to sub-section (i), unless prior to this the ESF (i) has not exercised a subscription right as part of a capital measure of the Company with subscription rights or (ii) has not participated in a capital increase without subscription rights

[1] If the nominal amount of Silent Participation I, which is to be treated as equity capital, is reduced in the course of the further discussions, an additional subordinated Silent Participation I-B without loss participation and without conversion rights, which is to be treated as debt capital, will be issued to the extent of such reduction; in this case, Silent Participation I will be renamed Silent Participation I-A.

	offered to it or (iii) has sold one or more shares of its shareholding (cases (i), (ii) and (iii) collectively a "**Waiver of Dilution Protection**"), or (y) its shareholding of 20% in the event of a capital increase without subscription rights, unless (i) the ESF is offered a participation in the capital increase without subscription rights, or (ii) the ESF has exercised a Waiver of Dilution Protection (as defined above), and/or (b) can be converted into 5% of the share capital if the coupon accrued on Silent Participation I is not paid for any of the financial years up to and including 2023, and can be converted into a further 5% of the share capital if the coupon accrued on Silent Participation I is again not paid for the 2024 and 2025 financial years, except to the extent that Silent Participation II-A has been converted, as described below. Share acquisition of the ESF in the amount of 119,548,565 new shares issued in the course of an ordinary capital increase to be resolved by the Extraordinary General Meeting of the Company, which corresponds to a notional portion of 20% of the shares of the increased share capital, as described below ("**Shareholding**"). In addition, the granting of a loan under the KfW Special Programme 2020 will be agreed separately.
Documentation	All details of the stabilisation measure will be laid down in a framework agreement ("**Framework Agreement**") as well as in an agreement on Silent Participation I and on Silent Participation II, which will be concluded within three weeks. The final terms of the Framework Agreement and the stabilisation instruments are subject to the approval resolution of the ESF Committee and clearance by the EU Commission under state aid law.
Lack of alternative financing	The Company confirms that it has no other financing options available in the form of debt or equity capital.

Silent Participation I	
Rank	Subordinate In the event of insolvency, in deviation from Section 236 HGB, the claims arising from Silent Participation I cannot be asserted as insolvency claims, but they must be satisfied with priority over other equity investors.
Nominal amount	EUR 4,693,955,673.60
Drawing	Silent Participation I can drawn upon by the Company in a maximum of 6 tranches of at least EUR 250 million up to the total nominal amount and until 31 December 2021 at the latest.
Term	Unlimited, a termination of Silent Participation I by the Company is excluded to the extent that Silent Participation I has been reduced by losses and such losses have not yet been replenished. The right to a partial termination by the Company remains unaffected.
Coupon (profit participation)	The profit participation of the ESF is calculated as a coupon with ascending interest rate p.a. The calculation is made for the respective financial year (a) in the case of a single drawdown and without partial termination, on the nominal amount made available without loss offset; and (b) in the case of multiple drawdowns or partial terminations, exact to a day on the unredeemed nominal amounts made available to the Company, without loss offset. Repayment incentive, especially from 2023 onwards. 2020: 4% 2021: 4% 2022: 5% 2023: 6% 2024: 7% 2025: 8% 2026: 8% 2027 et seqq. 9.5% The structuring of the profit participation is subject to the explicit condition of approval by the EU Commission.

	Prior to a termination of Silent Participation I by the Company, the payment of the coupon is at the discretion of the Company. In the event of the full or partial termination of Silent Participation I by the Company, a claim of the ESF arises to payment of the coupon payable on the respective nominal amount paid out and not yet repaid (including any Additional Remuneration as defined below), to the extent that the coupon has not already been paid before. The coupon may only be paid for those financial years in which the individual financial statements of the Company in accordance with the German Commercial Code show sufficient net income for the year. No coupon has to be paid - if and to the extent that the payment of such coupon would give rise to a reason for insolvency or would result in or increase a net loss for the year, which is shown in the individual financial statements of the Company under the German Commercial Code for the respective financial year, or - if a motion for the institution of insolvency proceedings has been filed prior to the coupon payment. Coupons attributable to loss-making years may, at the Company's discretion, be paid in later financial years or upon full or partial repayment of Silent Participation I. Prior to a complete or partial termination of Silent Participation I by the Company, coupons on the nominal amount of Silent Participation I paid out and not yet repaid may, at the discretion of the Company, only be paid for financial years in which, after possible replenishment of the equity components that are particularly protected against distribution (subscribed capital and Silent Participation I or retained earnings blocked from distribution) to the extent required by law, the Company's individual financial statements in accordance with the German Commercial Code show sufficient net income. To the extent that coupon payments for financial years are not made or the payment is made on a lower assessment basis than the nominal amount paid out and not yet repaid, these are to be made up in subsequent years at the discretion of the Company and on a mandatory basis at the latest with the repayment of Silent Participation I. If coupon payments for financial years are not made, the remuneration (profit participation) is increased by an amount corresponding to interest on the coupons not paid until payment at the respective interest rate (e.g. the coupon for 2020 from 01/01/2021 at 4.0% p.a.) ("**Additional Remuneration**"). Other than that, this does not constitute a default on the

	part of the Company or any other breach of its obligations.
Loss participation	Silent Participation I participates in balance sheet losses in accordance with the German Commercial Code (HGB) on the basis of the following provisions. The calculation is made at the end of each financial year. Accumulated net loss in accordance with the individual financial statements (HGB) is offset in the following order: firstly, all other retained earnings, capital reserves, Silent Participation I and last the subscribed capital. Silent Participation I is excluded from repayment to the same extent as the amount of Silent Participation I reported in equity operates as a retained earnings that are blocked for distribution under the German Commercial Code. The blocking from distribution does not apply to the extent that the amount of the blocking from distribution is covered by other retained earnings. By offsetting against Silent Participation I, its book value is reduced. In order to replenish the book value of Silent Participation I up to the nominal amount in subsequent financial years, an available balance sheet profit based on the individual financial statements in accordance with the German Commercial Code is offset in the following order: first subscribed capital, Silent Participation I and then other retained earnings. The Company agrees to draw up its balance sheet in accordance with the above order of offsetting losses and replenishing equity positions. By offsetting against Silent Participation I, its book value is marked up again up to the nominal value.
Repayment; termination	No ordinary right of termination for the ESF. Repayment amount upon termination of Silent Participation I by the Company: full nominal amount plus any unpaid coupons and an additional remuneration. Partial repayment by the Company (partial termination) is permitted at any time with a notice period of fourteen days to the end of a calendar quarter, provided that the Company pays the terminated nominal amount plus all unpaid coupons on the nominal amount paid out and not yet repaid.

Conversion option into share capital	None
Balance sheet equity capital	The qualification of Silent Participation I – as structured in this Framework Agreement – as balance sheet equity capital in accordance with HGB and/or IFRS lies exclusively in the risk sphere of the Company.
Assignment	ESF is entitled to transfer Silent Participation I in full or in part to other separate estates of the Federal Government or to entities owned by the Federal Government or to EU member states of foreign air carrier subsidiaries of the Company. If Silent Participation I has not been fully repaid by 31 December 2023, ESF is also entitled to transfer Silent Participation I, in full or in part, to other third parties for the purpose of an exit. In the case of a transfer to other third parties, the rights described below under "Conditions and restrictions" and "Reporting obligations; information rights" remain with the ESF or the other separate estate of the Federal Government or entities owned by the Federal Government, if Silent Participation I was previously transferred. Unless otherwise specified, these rights lapse upon full repayment or disposal of Silent Participation I and full disposal of the Shareholding.
Silent Participation II	
Tranches	Silent Participation II is issued in two tranches ("**Silent Participation II-A**" and "**Silent Participation II-B**"). Unless a distinction is made below, the conditions apply to both Silent Participation II-A and Silent Participation II-B.
Rank	Subordinate
Nominal amount	Silent Participation II-A: EUR 102,014,776.32 Silent Participation II-B: EUR 897,985,223.68
Term	6 years. The term of Silent Participation II is extended by one year in each case for as long as Silent Participation I is not repaid in full (including coupons and Additional Remuneration).

Coupon	2020: 4% 2021: 4% 2022: 5% 2023: 6% 2024: 7% 2025: 8% 2026: 8% In case of an extension of the term: 2027 et seqq. 9.5% The coupon is payable annually; its payment is not at the discretion of the Company. No additional remuneration is payable in this respect. The structuring of the coupon is subject to the explicit condition of approval by the EU Commission.
Conversion price	(i) Silent Participation II-A: EUR 2.56 (ii) Silent Participation II-B: (a) in case of the exercise of the conversion right for the purpose of Dilution Protection (as defined below): Current stock exchange price at the time of conversion less 10% (b) in case of the exercise of the conversion right for the purpose of Coupon Protection (as defined below): Current stock exchange price at the time of conversion less 5.25%
Loss participation	None
Repayment; termination	No ordinary right of termination; extraordinary right of termination upon full repayment of Silent Participation I (including coupons and Additional Remuneration) and from the Waiver of Dilution Protection (as defined above).
Conversion option into share capital	(i) Silent Participation II-A: Convertible into 39,849,522 shares. The ESF undertakes to exercise its conversion option for Silent Participation II-A only in case of a Takeover Event. (ii) Silent Participation II-B: The ESF is entitled to exercise its conversion option, (a) in order to protect the ESF from dilution in the event of a capital increase of the Company of (x) its Shareholding increased to 25% and one share by conversion of Silent Participation II-A in case of a Takeover Event, except in case of a Waiver of Dilution Protection (as defined above), or (y) its shareholding of 20% in the event of a capi-

	tal increase without subscription rights, unless (i) the ESF is granted a participation in the capital increase without subscription rights, or (ii) the ESF has exercised a Waiver of Dilution Protection (as defined above) (the conversion option under this subsection (a) is referred to as the "**Dilution Protection**") and/or (b) if the coupon accrued on Silent Participation I is not paid for any of the financial years up to and including 2023 with a conversion into 5% of the share capital, and if the coupon accrued on Silent Participation I is again not paid for the 2024 and 2025 financial years with a conversion into a further 5% of the share capital , except to the extent that Silent Participation II-A has been converted (the conversion option under this subsection (b) is referred to as the "**Coupon Protection**"). An unconverted nominal amount of Silent Participation II remains in existence and is repaid on maturity. The issue of convertible and option shares is also to be considered a capital increase without subscription rights, unless the ESF is granted the right to participate in the issue. Should the conversion price be below EUR 2.56, the ESF will coordinate with the EU Commission on the exercise of the conversion option.
Assignment	(i) Silent Participation II-A: ESF is entitled to dispose of Silent Participation II-A to third parties at any time. The restriction of the conversion right to Takeover Events does not apply in the event of a disposal. (ii) Silent Participation II-B: Silent Participation II-B is not assignable as long as Silent Participation I has not been repaid. If Silent Participation II-B is assigned, the conversion rights lapse.
Shareholding	
Share type	Ordinary shares
Securities identification number	ISIN: DE0008232125 / German Securities ID: 823212
Number	119,548,565 shares, corresponding to a notional portion of 20% of the increased share capital of the Company

Creation of the New Shares	Resolution of the Extraordinary General Meeting ("**General Meeting**") of the Company on an ordinary capital increase without subscription rights from an expected EUR 1,224,177,297.92 by EUR 306,044,326.40 to EUR 1,530,221,624.32 ("**Capital Increase**") The Executive Board will use its best endeavours vis-à-vis the shareholders to communicate the advantages of the stabilisation measure.
Issue price	EUR 2.56
Profit participation	From 01/01/2020
Subscriber of the new shares	ESF
Exercise of voting rights by the Federal Government/ Agreement on the exclusion of voting rights	The ESF commits itself towards the Company not to exercise its voting right in the General Meeting with regard to the following resolution matters: • Election of the auditor • Election of Supervisory Board members (except for representatives of the Federal Government) • Adoption of the annual financial statements (if such adoption is left to the General Meeting) • Dividend distributions and other resolutions on the appropriation of balance sheet profits (except for measures not in compliance with state aid law requirements) • Discharge of the Executive Board and Supervisory Board • Approval of the remuneration system and remuneration report • Decisions on measures requiring approval where the Supervisory Board has refused its approval and the Executive Board submits the measure to the General Meeting for approval • Decisions on the approval of related party transactions where the Supervisory Board has refused its approval and the Executive Board submits the measure to the General Meeting for approval • Management measures which the Executive Board submits to the General Meeting for decision (with the exception of matters falling within the scope of the Holzmüller/Gelatine case-law) • Approval of purely intra-group transformations (provided that this does not involve

	or serves as preparation for the transfer of shares to third parties) The exclusion of voting rights does not apply if the measure which is the subject matter of the resolution is not in compliance with state aid law requirements or is subject to a contractual reservation of approval by the ESF. The exclusion of voting rights also does not apply in case of a Takeover Event. The Company may allow the ESF to exercise its voting rights in the above-mentioned cases.
Exit of the ESF/Exit claim of the Company	The ESF undertakes, upon request of the Company, to dispose of the entire Shareholding in the period until 31 December 2023. The obligation also exists after that date if the Shareholding has not yet been disposed of in full. At the ESF's discretion, the disposal may be carried out in one or more steps by means of an offer of subscription to existing shareholders, a private placement with qualified investors, the issue of call options on the shares or by other means. In each case, this obligation exists only (i) if Silent Participation I (including all coupons, if any, and Additional Remuneration) and Silent Participation II (including all coupons, if any) have been repaid by the Company and (ii) to the extent that a disposal of the shares can be effected at least at the market price or EUR 2.56 plus 12% p.a. (calculated for the period between acquisition and sale), whichever is higher ("**Minimum Sale Price**"), in compliance with the principle of transparency and non-discrimination. The Minimum Sale Price is to be adjusted in the event of capital and/or restructuring measures in order to achieve an economically equivalent result. To the extent that the ESF does not succeed in disposing of the shares by 31 December 2023, the Company is entitled, after the repayment of Silent Participations I and II (in each case including all coupons, if any, and any Additional Remuneration) in the period from 1 January 2024, to demand that the ESF sell the remaining shares at the Minimum Sale Price to investors nominated by it ("**Exit Claim**"). The costs of any such placement are to be borne by the Company to the extent permissible.
Conditions and restrictions	
Securing overall financing	The stabilisation measure will only be paid out after the EUR 3.0 bn loan required for the overall financing has been secured, depending on the information provided on the possibilities and risks of obtaining the debt financing planned for 2021, if necessary

	supplemented by a measure to cover the financing requirements planned for 2021.

Use of funds	The stabilisation measure serves the interests of the Federal Government in overcoming liquidity bottlenecks and ensuring the framework conditions for strengthening the capital base of the Company and its group companies.
Business activities and sustainability	The Company undertakes to review its business policy and its economic sustainability. The Company will make a strong effort to use the stabilisation funds to promote its activities in accordance with EU requirements and national commitments in connection with the green and digital transformation, including the EU target of climate neutrality by 2050, and undertakes to report on this annually.
Emission reduction; fleet	The Company will fulfil its environmental and ecological responsibility and will therefore, in particular, continue the emissions-reducing renewal of its fleet despite the current situation. Through its fleet modernisation program, the Company plans to continuously improve the specific CO_2 emissions per available seat kilometer ("ASK") of its fleet. Subject to its economic capabilities und the market development, the Company does not intend to make any further cancellations – to the extent not yet notified – but to only make modifications to aircraft orders and to invest in the acquisition of up to 80 new aircraft with emission-reducing technology and the best fuel and CO_2 efficiency available on the market in the period from 2021 to 2023. Technological leadership in this area is a central selection criterion for the respective aircraft model. In addition, the Company intends to expand its strategic alliances for aviation fuels based on renewable energies. The focus in this regard is on national and European partnerships with fuel producers to accelerate market introduction. Against this background, the Company will work on a PtL roadmap together with industry, associations and federal ministries.
Financing contributions with the support of other countries of domicile of Group companies	Financing contributions available with the support of other states generally lead to a reduction of the Silent Participation or the complementary loan funds to be raised; financing commitments of European states must be finally approved by the ESF as a financing reserve.
Existing debt capital	The Company will endeavour to extend existing credit lines in order to ensure that it can be fully financed. The premature termination or repayment of

	existing external financing is not permitted without prior consent of the ESF.
Possible refinancing	The Company undertakes to examine annually a possible refinancing and sale of assets to finance the repayment of Silent Participations I and II and to report regularly to the ESF on this.
Avoiding distortion of competition	The structuring of the following provisions is subject to the explicit condition of approval by the EU Commission: The stabilisation measure must not lead to distortions of competition on the markets on which the Company operates. In order to ensure this, the Framework Agreement will provide for the following measures: (i) Measures to maintain effective competition on the markets on which the Company has significant market power, in particular structural commitments or commitments of conduct, to the extent that these are required by the EU Commission and coordinated with it; (ii) Obligation of the Company, as long as at least 75% of the total amount of Silent Participations I and II and of the Shareholding has not been repaid or disposed of, not to acquire an interest of more than 10% in competitors or other companies in the same business segment, including upstream and downstream business activities. In exceptional circumstances, and without prejudice to merger control, the Company may, subject to the prior approval of the EU Commission, acquire a stake of more than 10% in upstream or downstream companies in its field of business if the acquisition is necessary to maintain the viability of the Company or the target company and if no other buyer is available; (iii) Obligation of the Company not to cross-subsidise group companies which, on 31 December 2019, were undertakings in difficulty as defined in Regulation (EU) No. 651/2014 (General Block Exemption Regulation) If necessary, the Company will introduce a clearly separated accounting to ensure that the stabilisation measure does not benefit such activities.
Obligations to cooperate	The Framework Agreement will contain an obligation on the part of the Company to cooperate in ensuring compliance with state aid law requirements to be ensured by the Federal Republic of Germany and conformity with state aid regulations of the EU Commission. The Federal Government will inform the Company regularly and in urgent cases in a timely manner about the negotiations with the EU Commission within the framework of the notification procedure

	and, to the extent that the Federal Government deems this necessary or appropriate in each individual case, provide the Company with requests for information and other communications with the EU Commission and facilitate participation in meetings and telephone conferences with the EU Commission.
Termination strategy, repayment plan	The Company is obliged to submit a strategy for the termination of the stabilisation measure, including a repayment plan agreed with the Finance Agency, twelve months after the granting of the stabilisation measure. The Company undertakes to report within twelve months of the presentation of the termination strategy (including the repayment plan) and every twelve months thereafter on the progress made in implementing the repayment plan and compliance, in particular, with the requirements under "Business activities and sustainability", "Avoiding distortion of competition", "Contribution of the Group's corporate bodies and senior employees", "Regulations on dividend policy and share buy-backs" and "Advertising ban" . Compliance with the restrictions and conditions of the ESF must be audited by the auditor and included in the audit report.
Restructuring plan	Obligation to submit a restructuring plan in accordance with the Rescue and Restructuring Guidelines for approval by the European Commission if, six years after the stabilisation measure, the aggregate amount of the silent partnership contribution paid out and not yet repaid and the then still existing Shareholding is not less than 15% of the equity capital of the Company.
Representation on the Supervisory Board	The Framework Agreement will stipulate that, to the extent legally permissible, the Executive Board and the Supervisory Board will work towards ensuring that two persons nominated by the ESF become members of the Supervisory Board of the Company and that one of these members – provided he/she has sufficient professional qualifications – becomes a member of the Audit Committee of the Supervisory Board. Section 100 of the German Stock Corporation Act (*Aktiengesetz* – AktG) applies with regard to the general personal requirements. The persons to be nominated by the ESF are selected by the Chairman of the Supervisory Board of the Company, after consultation with the Nomination Committee of the Supervisory Board, proposing to the ESF two candidates for each of the two Supervisory Board seats, of which the ESF may select one candidate for each Supervisory Board seat. If the ESF rejects both candidates proposed for a Supervisory Board seat, the

	Chairman of the Supervisory Board, after consultation with the Nomination Committee of the Supervisory Board, will propose two further candidates, from which the ESF may select one candidate. The Company and the ESF undertake to use their best efforts to achieve a consensual selection of the persons to be nominated by the ESF. With regard to the exercise of voting rights in the General Meeting, the ESF is not subject to any voting restrictions in this respect. To the extent permissible under stock corporation law, the Company will also work towards a representative of the ESF being able to attend Supervisory Board meetings as a guest.
Reservations of consent; capital increase	The ESF is granted contractual reservations of consent with regard to important business transactions yet to be defined in more detail (e.g. exercise of authorised capital and other capital measures, large-volume M&A transactions, large-volume financing). The ESF will only agree to an issue of shares with subscription rights if the subscription price to be paid by the ESF does not exceed EUR 1 billion if its subscription rights are fully exercised. Instead of a cash contribution, the ESF is entitled to make a contribution in kind by fully or partially contributing Silent Contributions I or II (including any coupons and Additional Remuneration). In case of an issue of shares with subscription rights, at the request of the ESF, a proposal must be made to the General Meeting of the Company to resolve that the ESF be given the opportunity, in accordance with Section 7f (1) No. 1 in conjunction with Section 7 (3a) WStBG, to acquire any unsubscribed shares as a backstop investor at a price which is calculated from the subscription price less a discount of 5%.

Management contribution	The Framework Agreement will impose the following restrictions regarding board remuneration of the Company during the term of the stabilisation measure. According to these restriction, the following will apply, in particular: • As long as the Company avails itself of the stabilisation measures of the ESF, members of corporate bodies (including any group remuneration in case of double employment) may not be granted bonuses, other variable or comparable remuneration components. Likewise, special payments in the form of share packages, gratuities or other separate remuneration in addition to the fixed salary, other remuneration components placed at the discretion of the Company and severance payments that are not legally required may not be granted • As long as at least 75% of the aggregate amount of Silent Participations I and II (including coupons and any Additional Remuneration) and the Shareholding have not been repaid or disposed of, no member of the corporate bodies of the Company or of subsidiaries may receive a basic remuneration (including any group remuneration in the event of double employment) that exceeds the basic remuneration of such member as of 31 December 2019. In the case of persons who become members of the corporate body at the time of the measure or thereafter, the maximum amount shall be the lowest basic remuneration of a member of the corporate body concerned at 31 December 2019 • As long as at least 75% of the aggregate amount of Silent Participations I and II (including coupons and any Additional Remuneration) and the Shareholding have not been repaid or disposed of, the remuneration of the members of the Supervisory Board may not be increased. As long as the Company avails itself of the stabilisation measures of the ESF, a performance-related remuneration component may not be granted to the members of the Supervisory Board • The Company has to report regularly to the ESF in suitable form on compliance with the requirements regarding the remuneration of the corporate bodies (remuneration report) • Each member of the Executive Board of the Company will declare a waiver of 20% of the basic remuneration for the period until 30 September 2020 • The Company will ensure, to the extent permitted by law, that the bonuses, other variable or comparable remuneration components (includ-

	ing any group remuneration in the event of double employment) of the board members of the subsidiaries Austrian, Brussels, Eurowings, LH Cargo, LH Technik, LSG and Swiss are discontinued; furthermore, with the same objective the Company will work towards achieving identical agreements with the employees of the first and second management levels of the Company with regard to the bonuses, other variable or comparable remuneration components (including any group remuneration in the event of double employment) or that these remuneration components are at least substantially reduced • In addition, the requirements of the resolution of the Budget Committee of the Federal Parliament (*Bundestag*) of 25 March 2020 on remuneration-related conditions will be implemented.
Regulations on dividend policy and share buy-backs; shareholder loans	The payment of dividends, the buy-back of shares or other capital instruments and the performance of coupon payments or other profit distributions to recipients other than the ESF, to which the Company is not obliged, are excluded until the stabilisation measure has been fully terminated.
Compliance with GCGC	The Company will comply with all recommendations of the German Corporate Governance Code, except where this conflicts with this Framework Agreement.
Tax havens	The Company undertakes to disclose to the ESF its country reports in accordance with § 138a of the German Tax Code (*Abgabenordnung* – AO) as well as the actual ownership situation (both legal and economic ownership) of all parts of the Company. The Company will confirm in the declaration of undertaking that ESF funds will not be passed on to non-cooperative jurisdictions as defined by the Ordinance on the Implementation of the Economic Stabilisation Fund (WiStFDV).
Advertising ban	The Company undertakes not to use the stabilisation measure for commercial advertising purposes.
Declaration of undertaking	A condition for the granting of the stabilisation measure is the submission of a declaration of undertaking signed by the Executive Board of the Company with the approval of the Supervisory Board with regard to compliance with material conditions and restrictions provided for in the Framework Agreement.

<table>
<tr><td>No further conditions or restrictions</td><td>The above terms and conditions are final unless additional conditions or restrictions are or will be required by law or requested by the EU Commission. The Federal Government as shareholder will therefore not set any requirements for the direct operational business.</td></tr>
<tr><td>Termination of the stabilisation measure</td><td>If the stabilisation measure has not been terminated in accordance with the above provisions, it is intended to be terminated within six years of the date on which it was granted.

In this case, the Company undertakes to acquire the shares still held by the ESF on 31 March 2026 in the amount of a maximum of 10% of the share capital at the Minimum Sale Price at the request of the ESF, to the extent permitted under stock corporation law; the Company will submit any authorisations under the Articles of Association to the General Meeting for resolution in due time. The right of the ESF to offer the shares still held on 31/03/2026 to existing shareholders for subscription or to sell them to third-party investors remains unaffected. A sale must be made at market price and in compliance with the principles of transparency and non-discrimination.</td></tr>
<tr><td colspan="2" align="center">Reporting obligations; information rights</td></tr>
<tr><td>Reporting obligations</td><td>The Company will report to the ESF regularly (i.e. monthly, quarterly and annually, depending on the subject matter of the report) on the business policy, the implementation of the conditions and restrictions, as well as the economic situation, net assets, financial position and results of operations of the Company and – after completion of the stabilisation measure – submit a final report. In particular, the Company will report to the ESF on the liquidity situation and current trading on a monthly basis and on a quarterly basis on corporate planning.

To the extent permitted by law, the Company will – for the duration of the stabilisation measure – simultaneously make all documents that it makes available to the members of its Supervisory Board also available to the ESF.

Details on the nature, scope and frequency of reporting will be regulated in the Framework Agreement.</td></tr>
<tr><td>Information rights</td><td>For the duration of the stabilisation measure, the ESF is entitled to extensive information and inspection rights, and the Federal Audit Office is entitled to audit and inspection rights with regard to the Company and its business operations.</td></tr>
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	The ESF may delegate the exercise of its information and auditing rights under the Framework Agreement to certain third parties, in particular to the Federal Ministry of Finance, at any time, in whole or in part, without the consent of the Company. This is to be regulated in more detail in the Framework Agreement.
Termination of the recapitalisation measures	
Obligation to cooperate	In accordance with the more detailed provisions of Section 19 WStBG, the Company will, at the request of the ESF, take all reasonable measures that are appropriate for a repayment, disposal, transfer or amendment of the ESF's Silent Participations I and II (including coupons and any Additional Remuneration) or the ESF's Shareholding. If the ESF intends to dispose of the shares, the Company undertakes to grant any consent required by the Articles of Association.
Representations; sanctions for breaches; contractual penalties; termination rights; amendments of the Agreement; conditions to closing	
Representations	The Company must provide legally binding representations to the ESF in the Framework Agreement, in particular with regard to (i) financial reports and financial statements and certain information provided to the ESF to the best of its knowledge, each of which will be specified in the Framework Agreement, and (ii) the conformity of the Company's business activities with the law. Further details, in particular materiality thresholds, will be provided for in the Framework Agreement.
Contractual penalties, termination rights	In the event of intentional and grossly negligent or – in cases yet to be defined in more detail – negligent breaches by the Company of certain contractual obligations or conditions and restrictions, the Framework Agreement will provide for the forfeiture of contractual penalties. In addition, the ESF has an extraordinary right of termination in case of breaches of certain contractual obligations or conditions and restrictions by the Company. More detailed provisions are to be laid down in the Framework Agreement.

Amendments	The ESF can subsequently change the conditions and restrictions laid down in the Framework Agreement within the scope of applicable legal requirements with the consent of the Company or demand contractual amendments to implement legal requirements also without the consent of the Company. The implementation of any further requirements of the EU Commission, in particular the inclusion of further conditions and restrictions, can only be agreed with the consent of the Company. At the Company's request, the parties will jointly examine alternative structuring of Silent Participations I and II if the operational requirements demanded by the EU Commission in the course of the individual notification of the stabilisation measure lead to a significant impediment to the Group's business. The Shareholding of the ESF envisaged as part of the stabilisation measure (including for protection against takeovers) must not be called into question thereby.
Conditions to closing	The stabilisation measure will be granted on the basis of the Framework Agreement with the ESF, which specifies the above key points and may contain further provisions. Consummation (*closing*) of the stabilisation measure and disbursement of the committed funds are subject to the fulfilment of the following conditions to closing: • Positive decision under state aid law by the Commission on the stabilisation measure under § 22 StFG • any necessary antitrust approvals, to the extent that a prohibition of consummation applies • resolution of the General Meeting on the Capital Increase

Federal Republic of Germany, represented by

German Federal Ministry of Finance

Berlin,

signed

State Secretary Dr. Jörg Kukies

German Federal Ministry for Economic Affairs and Energy

Berlin,

signed

State Secretary Dr. Ulrich Nußbaum

Economic Stabilisation Fund, represented by the
Federal Republic of Germany - Finance Agency GmbH

Frankfurt am Main,

signed

Dr. Jutta Dönges (Managing Director)

signed

Bernd Giersberg (General Counsel)

Deutsche Lufthansa Aktiengesellschaft

,

Frankfurt am Main,

signed

Dr. Michael Niggemann

Member oft he Executive Board

Chief Officer Corporate Human Resources,

Legal Affairs and M&A

signed

Dr. William Willms

Executive Vice President

Deutsche Lufthansa AG

Annex

Time schedule		
	Signing Framework Agreement	
	Convening General Meeting	
	Notification EU COM under state aid law	
	Notification(s) under merger control to foreign authorities	
	General Meeting	
	Conclusion Framework Agreement and Silent Partnership Agreement; conclusion Framework Agreement on the granting of ESF guarantees	
	State aid decision EU COM	
	Clearances under antitrust law	
	Payment of Silent Participations I and II	In accordance with drawdowns
	Subscription of shares, payment of issue price	