



*This document is a convenience translation only. The German version is decisive.*

**Fraport AG  
Frankfurt Airport Services Worldwide  
Frankfurt am Main**

**ISIN DE 0005773303**

**Invitation to the Annual General Meeting  
(Virtual Annual General Meeting)**

We hereby cordially invite the shareholders of our Company to the **Annual General Meeting** to be held at **10:00 a.m. CEST on Tuesday, June 1, 2021**.

The German Act on Measures in Corporate, Cooperative, Association, Foundation, and Residential Property Law to Reduce the Effects of the COVID-19 Pandemic (the **COVID-19 Act**), which came into force on March 28, 2020 and which has been amended by Article 2 of the Law of October 28, 2020 (German Federal Law Gazette I (BGBl I) p. 2264) and by Article 11 of the Law of December 22, 2020 (BGBl I p. 3328) and had its validity extended until December 31, 2021, introduced the option of holding Annual General Meetings without the physical presence of the shareholders or their proxies (virtual Annual General Meeting) for 2020 as well as 2021. In view of the ongoing COVID-19 pandemic, the related rules of conduct passed by the state of Hesse, and the objective of preventing the further spread of COVID-19 and avoiding health risks to shareholders, internal and external employees, and the members of the Company's executive bodies, the Executive Board of Fraport AG has resolved, with the approval of the Supervisory Board, to use the option of a virtual Annual General Meeting for the second year in a row.

The Annual General Meeting is thus being held as a virtual Annual General Meeting **without the physical presence of shareholders or their proxies** (with the exception of the Company's proxies).

The place of the Annual General Meeting within the meaning of the German Stock Corporation Act (Aktiengesetz – AktG) is Fraport AG's corporate headquarters, Building 178, 60547 Frankfurt am Main, Germany. The entire meeting will be available via a public audio/video transmission on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) in line with Section 1(2) sentence 1 no. 1 of the COVID-19 Act in conjunction with Section 16(1) of the Company's Articles of Association (further details after release of the Agenda with the proposed resolutions). This transmission does not enable participation in the Annual General Meeting within the meaning of Section 118(1) sentence 2 AktG and Section 15(5) of the Articles of Association. The exercise of voting rights by properly registered shareholders shall take place exclusively by absentee ballot, including in the case of the authorization of third-party proxies, or by issuing authorizations and instructions to proxies appointed by the Company.

## Agenda

- 1. Presentation of the adopted annual financial statements, the approved consolidated financial statements, the combined management report of the Company and of the Group for the 2020 fiscal year, the report of the Supervisory Board and the explanatory report of the Executive Board on the information stipulated in Section 289a(1) and Section 315a(1) of the German Commercial Code (Handelsgesetzbuch – HGB) (in the version applicable for the 2020 fiscal year)**

On March 15, 2021, the Supervisory Board approved the annual financial statements and consolidated financial statements drawn up by the Executive Board in accordance with Section 172 AktG and thus adopted the annual financial statements. Therefore no resolution is required from the Annual General Meeting on this Agenda Item 1. As the net retained profits of Fraport AG for the 2020 fiscal year amount to EUR 0.00 after the reversal of reserves to cover the annual net deficit, the Agenda does not provide for a resolution by the Annual General Meeting on the appropriation of net retained profits.

The documents regarding Agenda Item 1 can be viewed on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) and will also be accessible during the Annual General Meeting.

- 2. Resolution on the formal approval of the actions of the Executive Board for the 2020 fiscal year**

The Executive Board and the Supervisory Board propose granting formal approval of the actions of the members of the Executive Board in office during the 2020 fiscal year for this period.

- 3. Resolution on the formal approval of the actions of the Supervisory Board for the 2020 fiscal year**

The Executive Board and the Supervisory Board propose granting formal approval of the actions of the members of the Supervisory Board in office during the 2020 fiscal year for this period.

- 4. Appointment of the auditor of the annual and consolidated financial statements for the 2021 fiscal year**

The Supervisory Board proposes on the recommendation of its Audit Committee that PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, be appointed as auditor of the annual and consolidated financial statements for the 2021 fiscal year.

- 5. Resolution on a by-election to the Supervisory Board**

In accordance with Sections 95, 96(1), and 101(1) AktG and Section 6(2) in conjunction with Section 7(1) sentence 1 no. 3 of the German Co-Determination Act (MitbestG) and in accordance with Section 6(1) sentence 1 of the Articles of Association, the Supervisory Board consists of ten members to be elected by the Annual General Meeting and ten members to be elected by the employees. The Annual General Meeting is not bound by nominations. According to Section 96(2) sentence 1 AktG in conjunction with Section 1(1) MitbestG, at least 30 percent of the Supervisory Board members (i.e. at least six) must be women and at least 30 percent (i.e. at least six) must be men. In accordance with Section 96(2) sentence 3 AktG, at its meeting on September 18, 2015, the Supervisory Board

resolved that the quotas on the side of the shareholders and on the side of the employees have to be met separately.

The AGM-elected Supervisory Board member Ms. Kathrin Dahnke resigned from her Supervisory Board mandate with effect from the conclusion of the Supervisory Board Meeting on September 18, 2020, and has left the Supervisory Board. On October 16, 2020, Ms. Sonja Wärntges was appointed as her successor by court order. The decision on the by-election to the Supervisory Board shall now be made at the 2021 Annual General Meeting.

The following nomination is based on a recommendation by the Nomination Committee of the Supervisory Board. It takes into account the targets resolved by the Supervisory Board for its composition as well as completion of the profile of skills and expertise drawn up for the board as a whole by the Supervisory Board. More detailed information on the objectives of the Supervisory Board regarding its composition and on the profile of skills and expertise for the board as a whole (including the diversity concept) is published in the Corporate Governance Statement, which is available on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) as an integral part of the Annual Report. The by-election does not affect fulfillment of the gender quota. The following nomination is in line with the Supervisory Board's aim that the board should contain at least three independent shareholder representatives as defined by recommendation C.6 of the German Corporate Governance Code (DCGK). Fraport AG also continues to fulfill recommendations C.7 and C.9 DCGK, which stipulate that more than half of the shareholder representatives should be independent from the Company and the Executive Board/that at least two of the shareholder representatives should be independent from the controlling shareholder.

The Supervisory Board proposes the election of

**Ms. Sonja Wärntges**, resident in Frankfurt am Main, CEO of DIC Asset AG, Frankfurt am Main,

to the Supervisory Board as a representative of the shareholders for the period up to the close of the Annual General Meeting that adopts a resolution on formal approval of the actions of the Supervisory Board for the 2022 fiscal year.

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**Further details on the Supervisory Board candidate proposed for election under Agenda Item 5, particularly in consideration of Section 125(1) sentence 5 AktG**

**Sonja Wärntges**, Frankfurt am Main  
CEO of DIC Asset AG, Frankfurt am Main

***Personal details:***

Year of birth:	1967
Nationality:	German
Occupation:	CEO of DIC Asset AG, Frankfurt am Main
Place of residence:	Frankfurt am Main

***Education:***

1987	Abitur (school-leaving exam)
1987–1992	Degree in economics at the Technical University of Braunschweig and the University of Hanover

***Professional career:***

1992–1995	Ernst & Young Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Stuttgart
1996–1996	Price Waterhouse GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Düsseldorf
1996–2003	GHH-RAND Schraubenkompressoren GmbH, Oberhausen
2003–2004	MAC Mode GmbH & Co KGaA, Wald/Rosbach, commercial director
2004–2004	Freelance work as a consultant/interim finance manager/IT
2005–2011	C&A Group, Düsseldorf, head of the Financial Services Center
2011–2013	DIC Deutsche Immobilien Chancen AG & Co KGaA, Frankfurt, member of the Management Board, CFO
Since 06/2013	DIC Asset AG, Frankfurt am Main, member of the Management Board, CFO
From 10/2017	DIC Asset AG, Frankfurt am Main, CEO and CFO

***Membership of statutory supervisory boards or comparable oversight bodies of commercial enterprises in Germany and abroad:***

Chair of the Supervisory Board of DIC Real Estate Investment GmbH & Co. KGaA

The above details are updated and published each year on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

According to the Supervisory Board, there are no personal or commercial links between Ms. Wärntges and Fraport AG, its Group companies, the executive bodies of the Company or any shareholder with a significant stake in the Company that are relevant to the voting decision of a shareholder exercising objective judgment.

**6. Resolution on the creation of authorized capital with the option to exclude subscription rights and a corresponding amendment of the Articles of Association**

The ongoing COVID-19 pandemic is presenting significant challenges for the entire aviation industry, including for Fraport AG. During the 2020 fiscal year, Fraport AG minimized the financial impact of the pandemic to the furthest possible extent through the introduction of comprehensive countermeasures such as the Relaunch 50 program, which targeted the achievement of substantial long-term cost reductions and the adjustment of the company's strategic orientation in accordance with the changed market environment. In addition, the Fraport Group was able to expand its available liquidity (including non-utilized lines of credit) to over EUR 3 billion as of the end of December 2020 through the successful placement of various debt instruments. As the possibility that the COVID-19 pandemic could continue to affect Fraport AG for a longer period of time than originally expected cannot currently be ruled out, the company's flexibility in regard to financing should be increased, including in the form of equity if necessary. For this reason, new authorized capital should be created while preserving shareholders' subscription rights (Authorized Capital II).

The Authorized Capital II should be created in an amount of EUR 458,843,520.00 (i.e. roughly 49.62% of existing share capital) and should be able to be exercised until May 31, 2026.

The Executive Board and the Supervisory Board thus propose the following resolutions:

- a) The Executive Board shall be authorized to increase the share capital one or more times during the period until May 31, 2026 with the approval of the Supervisory Board by a total of up to EUR 458,843,520.00 by issuing up to 45,884,352 new no-par bearer shares against cash contributions (Authorized Capital II). In principle, the shareholders are to be granted subscription rights. The new shares can also be

acquired by a bank, a company acting in accordance with Section 53(1) sentence 1 of the German Banking Act ((**KWG** – Kreditwesengesetz) or Section 53b(1) sentence 1 or (7) KWG (financial institution) or a consortium of such banks and/or financial institutions to be appointed by the Executive Board subject to the obligation of offering them to the company's shareholders for subscription (“indirect subscription rights”). The new shares shall participate in profits starting from the beginning of the fiscal year in which they are issued. In deviation from this provision and from Section 60(2) AktG, the Executive Board may, to the extent legally permissible and with the approval of the Supervisory Board, stipulate that the new shares participate in profits starting from the beginning of a fiscal year which has already concluded and for which the Annual General Meeting has not yet adopted a resolution on the appropriation of the net retained profits as of the time of the shares’ issuance.

Furthermore, the Executive Board shall be authorized to exclude the subscription rights of shareholders one or more times, in each case with the approval of the Supervisory Board, to the extent necessary in order to reconcile fractional amounts.

The Executive Board shall be authorized to specify the remaining details of the capital increase, the remaining content of the share rights, and the conditions for the issuance of shares with the approval of the Supervisory Board.

The Supervisory Board shall be authorized to amend the wording of Section 4 of the Articles of Association in accordance with the respective level of utilization of the Authorized Capital II as well as after the expiration of the period of authorization.

- b) A new paragraph (4) will be inserted into Article 4 of the Articles of Association as follows:

*“The Executive Board is authorized to increase the share capital one or more times during the period until May 31, 2026 with the approval of the Supervisory Board by a total of up to EUR 458,843,520.00 by issuing up to 45,884,352 new no-par bearer shares against cash contributions (Authorized Capital II). In principle, the shareholders are to be granted subscription rights. The new shares can also be acquired by a bank, a company acting in accordance with Section 53(1) sentence 1 of the German Banking Act (KWG – Kreditwesengesetz) or Section 53b(1) sentence 1 or (7) KWG or a consortium of such banks and/or financial institutions to be appointed by the Executive Board subject to the obligation of offering them to the company's shareholders for subscription (“indirect subscription rights”). The new shares shall participate in profits starting from the beginning of the fiscal year in which they are issued. In deviation from this provision and from Section 60(2) AktG, the Executive Board may, to the extent legally permissible and with the approval of the Supervisory Board, stipulate that the new shares participate in profits starting from the beginning of a fiscal year which has already concluded and for which the Annual General Meeting has not yet adopted a resolution on the appropriation of the net retained profits as of the time of the shares’ issuance.*

*Furthermore, the Executive Board is authorized to exclude the subscription rights of shareholders one or more times, in each case with the approval of the Supervisory Board, to the extent necessary in order to reconcile fractional amounts.*

*The Executive Board is authorized to specify the remaining details of the capital increase, the remaining content of the share rights, and the conditions for the issuance of shares with the approval of the Supervisory Board.*

*The Supervisory Board is authorized to amend the wording of Section 4 of the Articles of Association in accordance with the respective level of utilization of the Authorized Capital II as well as after the expiration of the period of authorization.”*

- c) The previous paragraphs 4 and 5 of Section 4 of the Articles of Association shall become Section 4(5) and (6) of the amended Articles of Association.

The Executive Board's written report on the reasons for the authorization for the exclusion of subscription rights has been printed following Agenda Item 9 under "Executive Board Report on Agenda Item 6 Regarding the Exclusion of Subscription Rights in Accordance with Section 203(2) sentence 2 in conjunction with Section 186(4) sentence 2 AktG" and shall be accessible via the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) from the time of the convocation of the Annual General Meeting onwards.

## **7. Authorization to issue convertible and/or warrant-linked bonds, creation of conditional capital and corresponding amendments of the Articles of Association**

Fraport AG is not currently authorized to issue convertible and/or warrant-linked bonds or conditional capital. In order to expand the company's financing options in addition to the Authorized Capital II to be adopted by resolution under Agenda Item 6, an authorization to issue convertible and/or warrant-linked bonds in connection with conditional capital (**Conditional Capital**) should be adopted by resolution.

The Executive Board and the Supervisory Board thus propose the following resolution:

- a) Authorization to issue convertible and/or warrant-linked bonds  
aa) General provisions

The Executive Board shall be authorized until May 31, 2026 to issue convertible and/or warrant-linked bearer and/or registered bonds or a combination of these instruments (hereinafter referred to jointly as the **bonds**) worth a total nominal amount of up to EUR 800,000,000.00, with or without term limitations, with the consent of the Supervisory Board, and to grant the holders/creditors of these bonds conversion/option rights (as well as conversion/option obligations) to up to 12,020,931 new bearer shares in the company encompassing a share of up to EUR 120,209,310.00 of the company's share capital in accordance with the more detailed provisions of the issuing conditions of these bonds (hereinafter the **issuing conditions**).

The bonds can be issued against cash contributions. The respective issuing conditions may also make provisions for a conversion/option obligation and a right of tender for the issuer to provide shares in the company (in any desired combination). The authorization encompasses the option to grant shares in the company in the event that the holders/creditors of convertible bonds or warrants from warrant-linked bonds make use of their conversion/option rights or fulfill their conversion/option obligations or in the event that shares are tendered.

The bonds may be issued one or more times, in the full amount or partial amounts or simultaneously in multiple tranches. All bonds of a given tranche issued must be entitled to rights and obligations of equal status, but may be subordinated to other liabilities of the company.

In cases where a bond stipulates an obligation to provide shares in the company or conversion/option rights or obligations to shares in the company only once the issuing company or Fraport AG has made a conversion declaration, the corresponding declaration must be made by May 31, 2026.

bb) Convertible bonds

The holders/creditors of convertible bonds have the right to exchange their convertible bonds for new shares in the company in accordance with the more detailed provisions of the issuing conditions. The issuing conditions may also make provisions for mandatory conversions at the end of the term of the convertible bonds or an earlier point in time. The conditions may specify that the company is authorized to fully or partially settle in cash any difference between the nominal amount of the bond and the conversion price to be defined in greater detail in the conditions – as described under ee) – multiplied by the conversion ratio.

cc) Warrant-linked bonds

In the case of the issuance of bonds with option rights or obligations to exercise options, each bond is accompanied by one or more warrants which entitle or obligate the holders/creditors to subscribe to shares in the company in accordance with the more detailed provisions of the issuing conditions to be defined by the Executive Board or which contain a right of tender for the issuer.

dd) Conversion and subscription ratio

The conversion ratio in cases of convertible bonds is derived from the division of the nominal amount or an issue price below the nominal amount of a bond by the defined conversion price for a share in the company.

The issuing conditions may also specify that the conversion/subscription ratio is variable and that the conversion price is to be determined on the basis of future stock market prices within a specific range and may be rounded up or down to a whole number; a supplementary payment to be made in cash may also be defined. It may additionally be specified that fractional amounts will be pooled and/or settled in cash.

Under no circumstances may the shares to be issued for a given bond in the event of a conversion or the exercise of an option account for a share of the company's share capital in excess of the nominal amount and issue price of the convertible/warrant-linked bonds.

ee) Conversion/option price

The respective conversion/option price for a share to be defined in the issuing conditions must – including in the case of a variable conversion ratio and in consideration of rounding and supplementary payments – either

- (i) amount to at least 80% of the volume-weighted average closing price of the company's share in trading on Xetra (or a comparable successor system) over the last ten trading days of the Frankfurt Stock Exchange prior to the date of the Executive Board's resolution on the issuance of the convertible/option bonds, or
- (ii) – alternatively in the case of subscription rights granted at the Executive Board's option – correspond to 80% of the volume-weighted average closing

price of the company's share in trading on Xetra (or a comparable successor system) during the trading days on which the subscription rights are traded on the Frankfurt Stock Exchange, with the exception of the last two trading days of subscription rights trading. In the latter case, the publication of the conversion/option price for a share shall take place no later than three calendar days prior to the end of the subscription period.

In the case of bonds with a conversion obligation/obligation to exercise an option or a right of the company to grant the holders/creditors of the bonds shares in the company as a full or partial substitution for the payment of the cash amount due for payment, the conversion/option price may, at the least, either amount to the minimum price specified above (80%) or correspond to the volume-weighted average price of the company's share on at least three trading days on the Frankfurt Stock Exchange in trading on Xetra (or a comparable successor system) immediately prior to the determination of the conversion/option price in accordance with the more detailed provisions of the issuing conditions, even in the event that this average price is below the minimum price specified above (80%).

Section 9(1) AktG and Section 199(2) AktG remain unaffected.

ff) Protection against dilution

The authorization also encompasses the option to grant protection against dilution or make adjustments in certain cases in accordance with the more detailed provisions of the respective issuing conditions. Dilution protection or adjustments may be specified particularly in the event that changes to the company's capital occur during the term of the bonds (such as a capital increase/decrease or share split), but also in connection with dividend payments, the issuance of additional convertible/option bonds, company transformation measures and in the case of other events which affect the value of the option/conversion rights that occur during the term of the bonds (e.g. assumption of control by a third party). Provisions can be made for dilution protection/adjustments particularly by granting subscription rights, by amending the conversion/option price and by amending or granting cash components.

gg) Authorized capital, treasury shares, cash settlement, right to substitute

The issuing conditions may also stipulate or permit the use of shares from authorized capital to be created or from a portfolio of the company's treasury shares to be acquired, at the company's option, in order to service conversion/option rights and conversion/option obligations in addition to conditional capital, particularly in connection with the conditional capital to be created in connection with this authorization.

In addition, the issuing conditions may stipulate or permit that the company fully or partially pay the beneficiaries of conversion/option rights or the corresponding obligors a cash amount corresponding to the volume-weighted average closing price of the company's share in trading on Xetra (or a comparable successor system) on the Frankfurt Stock Exchange over the ten to twenty trading days after the announcement of the cash settlement in accordance with the more detailed provisions of the issuing conditions instead of or in addition to shares in the company.

The issuing conditions may also stipulate or permit that the company grant the creditors of bonds new shares or treasury shares in the company as a full or partial substitution for the payment of a cash amount due for payment. In each case, the



shares are attributed a value corresponding to the volume-weighted average closing price of the company's share in trading on Xetra (or a comparable successor system) on the Frankfurt Stock Exchange over the ten to twenty trading days after the announcement of the exercise of the right to substitute (granting shares instead of cash payment) in accordance with the more detailed provisions of the issuing conditions.

hh) Subscription rights, exclusion of subscription rights

Shareholders are entitled to statutory subscription rights in the event of the issuance of bonds. The bonds can also be offered to shareholders by means of intermediate subscription rights; in this event, they will be acquired by banks, companies acting in accordance with Section 53(1) sentence 1 of the German Banking Act (Kreditwesengesetz – **KWG**) or Section 53b(1) sentence 1 or (7) KWG (financial institutions) or a consortium of such banks or financial institutions subject to the obligation of offering them to the company's shareholders for subscription.

However, the Executive Board is authorized to exclude the subscription rights of shareholders with the consent of the Supervisory Board in the following cases:

- (i) in order to exclude any fractional amounts from subscription rights; or
- (ii) in order to grant subscription rights to shares in the company to the holders/creditors of conversion/option rights or conversion/option obligations as compensation for dilution in the amount to which they would be entitled after the exercise of these rights/fulfillment of these obligations; or
- (iii) in cases of bonds issued against cash contributions, provided the Executive Board concludes on the basis of a review conducted with due professional diligence that the issue price of the bonds is not significantly lower than their theoretical market value as determined in accordance with recognized financial calculation methods. However, this authorization to exclude subscription rights applies only to bonds with conversion/option rights or conversion obligations/obligations to exercise options pertaining to shares in the company which account for a total share of no more than 10% of the company's share capital; this applies in consideration of both the company's existing share capital as of the time this authorization enters into effect and the company's existing share capital as of the time this authorization is exercised. Shares which are (i) sold or issued during the term of this authorization until the time of its utilization on the basis of other authorizations in direct or equivalent application of Section 186(3) sentence 4 AktG subject to the exclusion of subscription rights or (ii) issued or pending issue as service for bonds with conversion/option rights or conversion obligations/obligations to exercise options, provided the bonds are issued during the term of this authorization until the time of its utilization subject to the exclusion of subscription rights in equivalent application of Section 186(3) sentence 4 AktG, must be counted towards this limitation to 10% of the share capital. Any instances where shares are counted towards the limit which occur in accordance with the sentence above due to the exercise of authorizations (i) to issue new shares in accordance with Section 203(1) sentence 1, (2) sentence 1 and Section 186(3) sentence 4 AktG and/or (ii) to sell treasury shares in accordance with Section 71(1) no. 8 and Section 186(3) sentence 4 AktG and/or (iii) to issue bonds with conversion and/or option rights/conversion or option obligations in accordance with Section 221(4) sentence 2, Section 186(3) sentence 4 AktG shall be eliminated with effect for

the future if and insofar as the respective authorization(s) which resulted in the instance of counting shares toward the limit as the result of being exercised are reissued by the Annual General Meeting in observance of the applicable statutory provisions.

ii) Authorization to define further issuing conditions

The Executive Board shall be authorized to define the further details of the issuance and features of bonds with the consent of the Supervisory Board, particularly volume, timing, interest rate (including variable and profit-linked interest rates), issue price, term and denomination, conversion/option price and conversion/option period.

b) Creation of conditional capital

The share capital shall be conditionally increased by up to EUR 120,209,310.00 by means of the issue of up to 12,020,931 new no-par bearer shares (Conditional Capital). The Conditional Capital exclusively serves the purpose of the provision of shares to the holders/creditors of convertible and/or warrant-linked bonds or a combination of these instruments which are issued by the company in accordance with the above authorization under a) by May 31, 2026 and which grant conversion/option rights to new bearer shares in the company or define a conversion/option obligation or right of tender and if the issue is carried out against cash contributions. In each case, the issue of new shares takes place at the conversion/option price to be defined in accordance with a) ee). The conditional capital increase may only be carried out to the extent that conversion/option rights are exercised, conversion/option obligations are fulfilled or shares are tendered and other forms of fulfillment are not employed for service. The new shares shall participate in profits starting from the beginning of the fiscal year in which they originate from the exercise of conversion/option rights or the fulfillment of corresponding obligations (**fiscal year of origin**). In deviation from the above provision, the new shares shall, to the extent legally permissible, participate in profits starting from the beginning of the fiscal year preceding the fiscal year of origin in the case that the Annual General Meeting has not yet adopted a resolution on the appropriation of the net retained profits for the fiscal year preceding the fiscal year of origin.

The Executive Board shall be authorized to specify the remaining details of the execution of conditional capital increases with the consent of the Supervisory Board.

c) Amendments of the Articles of Association

aa) A new paragraph (5) will be inserted into Article 4 of the Articles of Association as follows:

*“The share capital shall be conditionally increased by up to EUR 120,209,310.00 by means of the issue of up to 12,020,931 new no-par bearer shares (Conditional Capital). The Conditional Capital exclusively serves the purpose of the provision of shares to the holders/creditors of convertible and/or warrant-linked bonds or a combination of these instruments which are issued by the company by May 31, 2026 in accordance with the authorization adopted by resolution of the Annual General Meeting on June 1, 2021 under Agenda Item 7(a) and which grant conversion/option rights to new bearer shares in the company or define a conversion/option obligation or right of tender and if the issue is carried out against cash contributions. In each case, the issue of new shares takes place at the conversion/option price to be defined in accordance with the resolution on authorization specified above. The*

*conditional capital increase may only be carried out to the extent that conversion/option rights are exercised, conversion/option obligations are fulfilled or shares are tendered and other forms of fulfillment are not employed for service. The new shares shall participate in profits starting from the beginning of the fiscal year in which they originate from the exercise of conversion/option rights or the fulfillment of corresponding obligations (fiscal year of origin); in deviation from this provision, the new shares shall participate in profits starting from the beginning of the fiscal year preceding the fiscal year of origin in the case that the Annual General Meeting has not yet adopted a resolution on the appropriation of the net retained profits for the fiscal year preceding the fiscal year of origin. The Executive Board is authorized to specify the remaining details of the execution of conditional capital increases with the consent of the Supervisory Board.”*

bb) Paragraphs (5) and (6) of the Articles of Association shall become Article 4(6 and 7) (following counting for the proposed resolution under Agenda Item 6). The Supervisory Board shall be authorized to amend the numbering of the affected paragraphs in accordance with the entry of the amendment of the Articles of Association proposed under Agenda Item 6 into effect.

d) Authorization to amend the Articles of Association

The Supervisory Board shall be authorized to amend the wording of Section 4 (1 and 5) of the Articles of Association in accordance with the respective level of utilization of the Conditional Capital. The same applies in the event of non-utilization of the authorization to issue convertible/warrant-linked bonds after the expiration of the authorization period and in the event of non-utilization of the Conditional Capital after the expiration of all conversion/option periods.

The Executive Board's written report on the exclusion of subscription rights in the event of the issuance of convertible and/or warrant-linked bonds has been printed following Agenda Item 9 under "Executive Board Report on Agenda Item 7 Regarding the Exclusion of Subscription Rights in the Event of Issuance of Convertible and/or Warrant-Linked Bonds in Accordance with Section 221(4) sentence 2 in conjunction with Section 186(4) sentence 2 AktG" and shall be accessible via the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) from the time of the convocation of the Annual General Meeting onwards.

## **8. Resolution on the approval of the control and profit and loss transfer agreement between Fraport AG and FraSec Fraport Security Services GmbH**

Fraport AG intends to conclude a control and profit and loss transfer agreement with its wholly-owned subsidiary FraSec Fraport Security Services GmbH, based in Frankfurt am Main. The agreement requires the approval of the Company's Annual General Meeting in order to be valid.

The Executive Board and the Supervisory Board propose the following resolution:

To approve the conclusion of the control and profit and loss transfer agreement between the Company as the controlling company and FraSec Fraport Security Services GmbH as the controlled company.

As Fraport AG is the sole shareholder of FraSec Fraport Security Services GmbH, it is not necessary to grant any compensation or settlement payments for external shareholders pursuant to Sections 304 and 305 AktG. The control and profit and loss transfer agreement to be concluded between the Company as the controlling company and FraSec Fraport

Security Services GmbH is to include a preamble containing a description of the parties and a reference to the aim of establishing a tax group relationship within the meaning of Sections 14 through 17 of the German Corporation Tax Act (KStG – Körperschaftsteuergesetz). In addition to the above, the agreement has the following content:

### ***“Control and Profit and Loss Transfer Agreement***

#### ***Section 1 – Management of the controlled company***

- 1.1 The controlled company shall place the management of its company under the control of the controlling company. The controlling company shall be entitled to issue instructions to the management of the controlled company regarding the management of the company. Instructions must be issued in writing (including by letter, fax and e-mail).*
- 1.2 The management of the controlled company is required to follow the instructions of the controlling company.*
- 1.3 The controlling company may not instruct the management of the controlled company to amend, maintain or terminate this agreement.*
- 1.4 The management of the controlled company shall continue to be responsible for managing transactions and representing the controlled company. The legal independence of the parties shall remain unaffected.*

#### ***Section 2 – Rights to information***

- 2.1 The controlling company may inspect the books, records and other business documents of the controlled company and request information on legal, business and organizational matters relating to the controlled company at any time.*
- 2.2 The controlled company is required to report to the controlling company on its business performance and all material business transactions on an ongoing basis.*

#### ***Section 3 – Transfer of profits***

- 3.1 The controlled company undertakes – subject to the recognition and reversal of reserves pursuant to paragraph 3.2 of this section – to transfer its entire profit to the controlling company. The provisions of Section 301 of the German Stock Corporation Act (AktG – Aktiengesetz), as amended, shall apply accordingly to the transfer of profits in all other respects.*
- 3.2 The controlled company may, with the approval of the controlling company, transfer amounts from the net profit to other revenue reserves (Section 272(3) of the German Commercial Code (HGB – Handelsgesetzbuch)) insofar as this is permitted under commercial law and is justified in economic terms on the basis of a reasonable commercial appraisal. Other revenue reserves (Section 272(3) HGB) recognized during the term of this agreement shall be reversed at the request of the controlling company and transferred as profit or appropriated in accordance with Section 302(1) AktG, as amended; Section 4 of this agreement shall remain unaffected.*
- 3.3 The following in particular shall be excluded from the transfer of profits:  
– any profit carried forward from periods prior to commencement of this agreement,*

- amounts from the reversal of revenue reserves (Section 272(3) HGB) that were recognized prior to commencement of this agreement and
  - amounts from the reversal of capital reserves (Section 272(2) HGB).
- 3.4 Entitlement to the transfer of profits shall in each case arise at the end of the controlled company's fiscal year and shall be due as of this time.
- 3.5 The controlling company may request that profits are transferred in advance if and insofar as payment of an advance dividend would be permissible.

#### **Section 4 – Absorption of losses**

The provisions of Section 302 AktG, as amended, shall apply accordingly to the absorption of losses.

#### **Section 5 – Effective date, term, termination**

- 5.1 This agreement shall be subject to the approval of the shareholders' meetings of the controlling company and the controlled company. This agreement shall come into effect upon entry in the commercial register at the place of the registered office of the controlled company.
- 5.2 Upon fulfillment of the conditions specified under paragraph 5.1 of this section, this agreement – with the exception of the transfer of management powers pursuant to Section 1 of this agreement – shall apply for the first time with retroactive effect as of the beginning of the fiscal year of the controlled company in which this agreement comes into effect.
- 5.3 This agreement is entered into for an indefinite period. It may be terminated by either party at the end of a fiscal year of the controlled company by giving three months' notice no earlier than the end of the fiscal year of the controlled company that ends at least five full years (60 months) after commencement of the obligation to transfer profits or absorb losses pursuant to paragraph 5.2 of this section (minimum term).
- 5.4 The right to terminate this agreement without notice for good cause shall remain unaffected thereby. In particular, the following shall be deemed good cause:
- 5.4.1 A sale or any other form of transfer (e.g. contribution) of shares in the controlled company by the controlling company (group investment) that results in the requirements under the relevant applicable tax provisions for financial integration of the controlled company in the controlling company no longer being met, or
- 5.4.2 A change of legal form (Sections 190 et seq. of the German Transformation Act (UmwG – Umwandlungsgesetz)), merger (Sections 2 et seq. UmwG), division (Sections 123 et seq. UmwG) or liquidation of the controlling company or controlled company – this only applies to a change of legal form, however, where the legal form of corporation is not changed to the legal form of another corporation –

*if, in the event of a termination prior to expiry of the minimum term, in each case there is simultaneously good cause for termination in a manner that is non-detrimental for tax purposes of a profit and loss transfer agreement prior to expiry of the minimum term for tax purposes.*

- 5.5 *This agreement shall end no later than the end of the fiscal year in which an external shareholder within the meaning of Section 304 AktG holds shares in the controlled company. Section 307 AktG, as amended, shall apply accordingly.*
- 5.6 *The controlling company shall furnish collateral to the creditors of the controlled company if this agreement ends. Section 303 AktG, as amended, shall apply accordingly.*
- 5.7 *Notice of termination must be given in written form.*

### **Section 6 – Costs**

*The controlling company shall bear the costs arising in connection with concluding this agreement.*

### **Section 7 – Final provisions**

- 7.1 *The interpretation of this agreement in regard to the relevant tax requirements for the tax group should take into consideration the fact that the establishment of a valid tax group is intended.*
- 7.2 *Any amendments and additions hereto must be made in writing unless notarial certification is required and shall in each case require the approval of the shareholders' meetings of the controlling company and the controlled company unless such amendments or additions relate to mere corrections; they shall come into effect only upon entry of the amendment in the commercial register of the controlled company.*
- 7.3 *If any provision of this agreement is or becomes ineffective or unenforceable in full or in part, this shall not affect the validity of the remaining provisions of the agreement. The ineffective or unenforceable provision shall be replaced by an effective or enforceable provision that comes closest to the economic purpose pursued by the parties via the ineffective or unenforceable provision. The same shall apply in the event of an unintended gap in the provisions of the agreement.*
- 7.4 *The place of performance and place of jurisdiction for both parties is Frankfurt am Main."*

The control and profit and loss transfer agreement must be explained and justified in greater detail in a report on the agreement prepared jointly by the Executive Board of Fraport AG and the management of FraSec Fraport Security Services GmbH.

The following documents will be accessible on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) from the time of the convocation of the Annual General Meeting onwards:

- The draft of the control and profit and loss transfer agreement between Fraport AG and FraSec Fraport Security Services GmbH;
- The annual financial statements of Fraport AG and consolidated financial statements (included in the annual reports) for fiscal years 2018, 2019 and 2020 as well as the combined management reports of Fraport AG and of the Group (included in the annual reports) for these fiscal years;

- The annual financial statements and management reports of FraSec Fraport Security Services GmbH for fiscal years 2018, 2019 and 2020; and
- The report prepared jointly by the Executive Board of Fraport AG and the management of FraSec Fraport Security Services GmbH in accordance with Section 293a AktG.

The documents will be accessible for shareholders during the Annual General Meeting at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

**9. Resolution on the approval of the amendment agreement to the existing control and profit and loss transfer agreement between Fraport AG and Airport Cater Service GmbH**

Fraport AG (formerly incorporated as Flughafen Frankfurt/Main AG), acting as the controlling company, and its wholly-owned subsidiary Airport Cater Service GmbH, based in Frankfurt am Main and acting as the controlled company, concluded a control and profit and loss transfer agreement on November 13, 1996, which was approved by the Annual General Meeting of Fraport AG (formerly incorporated as Flughafen Frankfurt/Main AG) on June 20, 1996, and entered into effect through entry in the commercial register of Airport Cater Service GmbH.

The existing control and profit and loss transfer agreement needs to be amended to correspond with the wording of the other existing control and profit and loss transfer agreements of Fraport AG in regard to the provisions on the transfer of profits under Section 3 and the absorption of losses under Section 4 as well as in regard to the provision on interpretation under Section 8(1). Furthermore, a new minimum contract term needs to be agreed in Section 7(3). With this in mind, Fraport AG intends to conclude an amendment agreement with Airport Cater Service GmbH.

The Supervisory Board and Executive Board propose the following resolution:

To approve the conclusion of the amendment agreement to the control and profit and loss transfer agreement between the Company as the controlling company and Airport Cater Service GmbH as the controlled company.

The amendment agreement to the control and profit and loss transfer agreement to be concluded between the Company (as the controlling company) and Airport Cater Service GmbH as the controlled company is to include a preamble containing a description of the parties, the previous contractual relationship, and the objective of amending the control and profit and loss transfer agreement to correspond to the wording of the other existing control and profit and loss transfer agreements of Fraport AG. A consolidated clean version of the amended control and profit and loss transfer agreement is enclosed in the annex to the amendment agreement. In addition to the above, the amendment agreement has the following content:

***“Amendment Agreement to the Control and Profit and Loss Transfer Agreement***

***Section 1 – Amendment of Section 3 of the control and profit and loss transfer agreement***

*Section 3 of the control and profit and loss transfer agreement shall be repealed in full and replaced with new wording as follows:*

- (1) *The controlled company undertakes – subject to the recognition and reversal of reserves pursuant to (2) – to transfer its entire profit to Fraport AG. The provisions of Section 301 AktG, as amended, shall apply accordingly to the transfer of profits in all other respects.*
- (2) *The controlled company may, with the approval of Fraport AG, transfer amounts from the net profit to other revenue reserves (Section 272(3) HGB) insofar as this is permitted under commercial law and is justified in economic terms on the basis of a reasonable commercial appraisal. Other revenue reserves recognized during the term of this agreement (Section 272(3) HGB) shall be reversed at the request of Fraport AG and transferred as profit or appropriated in accordance with Section 302(1) AktG, as amended; Section 4 of this agreement shall remain unaffected.*
- (3) *The following in particular shall be excluded from the transfer of profits:*
- any profit carried forward from periods prior to commencement of this agreement,*
  - amounts from the reversal of revenue reserves (Section 272(3) HGB) that were recognized prior to commencement of this agreement and*
  - amounts from the reversal of capital reserves (Section 272(2) HGB).*
- (4) *Entitlement to the transfer of profits shall in each case arise at the end of the controlled company’s fiscal year and shall be due as of this time.*
- (5) *Fraport AG may request that profits are transferred in advance if and insofar as payment of an advance dividend would be permissible.”*

**Section 2 – Amendment of Section 4 of the control and profit and loss transfer agreement**

*Section 4 of the control and profit and loss transfer agreement shall be repealed in full and replaced with new wording as follows:*

*“The provisions of Section 302 AktG, as amended, shall apply accordingly to the absorption of losses.”*

**Section 3 – Amendment of Section 7(3) of the control and profit and loss transfer agreement**

*Section 7(3) of the control and profit and loss transfer agreement shall be amended, and will now have the following wording:*

*“This agreement is concluded for an indefinite period of time and can be terminated by either party subject to a notice period of six months to the end of a fiscal year of the controlled company, but no earlier than December 31, 2025.”*

**Section 4 – Amendment of Section 8(1) of the control and profit and loss transfer agreement**

*Section 8(1) of the control and profit and loss transfer agreement shall be amended, and will now have the following wording:*

*“The interpretation of this agreement in regard to the relevant tax requirements for the tax group should take into consideration the fact that the establishment of a valid tax group is intended.”*



### **Section 5 – Continued validity of the control and profit and loss transfer agreement in all other respects**

*The content of the remaining provisions of the control and profit and loss transfer agreement from 1996 shall continue to apply unchanged. A consolidated clean version of the control and profit and loss transfer agreement with the new wording is enclosed as an annex.*

### **Section 6 – Entry into effect**

*This amendment agreement requires the approval of the Annual General Meeting of Fraport AG and the shareholders' meeting of the controlled company in order to be valid. The amendment agreement shall come into effect upon entry in the commercial register of the controlled company.*

### **Section 7 – Miscellaneous**

*If any provision of this agreement is or becomes ineffective or unenforceable in full or in part, this shall not affect the validity of the remaining provisions of the agreement. The ineffective or unenforceable provision shall be replaced by an effective or enforceable provision that comes closest to the economic purpose pursued by the parties via the ineffective or unenforceable provision. The same shall apply in the event of an unintended gap in the provisions of the agreement.”*

The amendment agreement to the control and profit and loss transfer agreement must be explained and justified in greater detail in a report on the agreement prepared jointly by the Executive Board of Fraport AG and the management of Airport Cater Service GmbH.

The following documents will be accessible on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) from the time of the convocation of the Annual General Meeting onwards:

- The draft of the amendment agreement to the control and profit and loss transfer agreement between Fraport AG and Airport Cater Service GmbH;
- The existing control and profit and loss transfer agreement between Fraport AG and Airport Cater Service GmbH dated November, 13 1996;
- The annual financial statements of Fraport AG and consolidated financial statements (included in the annual reports) for fiscal years 2018, 2019 and 2020 as well as the combined management reports of Fraport AG and of the Group (included in the annual reports) for these fiscal years;
- The annual financial statements and management reports of Airport Cater Service GmbH for fiscal years 2018, 2019 and 2020; and
- The report prepared jointly by the Executive Board of Fraport AG and the management of Airport Cater Service GmbH in accordance with Sections 295(1) sentence 2 and 293a AktG.

The documents will be accessible for shareholders during the Annual General Meeting at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

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## **Executive Board Report on Agenda Item 6 Regarding the Exclusion of Subscription Rights in Accordance with Section 203(2) sentence 2 in conjunction with Section 186(4) sentence 2 AktG**

Agenda Item 6 contains a proposal to the Annual General Meeting to create authorized capital totaling EUR 458,843,520.00 (corresponding to roughly 49.62% of the current share capital of the company) by issuing 45,884,352 new no-par bearer shares against cash contributions (Authorized Capital II).

The ongoing COVID-19 pandemic is presenting significant challenges for the entire aviation industry, including for Fraport AG. During the 2020 fiscal year, Fraport AG minimized the financial impact of the pandemic to the furthest possible extent through the introduction of comprehensive countermeasures such as the Relaunch 50 program, which targeted the achievement of substantial long-term cost reductions and the adjustment of the company's strategic orientation in accordance with the changed market environment. In addition, the Fraport Group was able to expand its available liquidity (including non-utilized lines of credit) to over EUR 3 bn as of the end of December 2020 through the successful placement of various debt instruments. As the possibility that the COVID-19 pandemic could continue to affect Fraport AG for a longer period of time than originally expected cannot currently be ruled out, the company's flexibility in regard to financing should be increased, including in the form of equity if necessary.

The proposed Authorized Capital II therefore stands to enable the management of Fraport AG to obtain equity in a rapid and flexible manner when required, within reasonable limits, and to thus remain able to strengthen the Fraport Group's key financial figures ("credit metrics") over the long term, among other things. In this context, the availability of financing instruments independently from the cycle of Annual General Meetings is particularly crucial since the time at which the corresponding funds are to be obtained cannot always be determined in advance. Legislation has taken companies' resulting needs into account, and gives stock corporations the option of granting the management temporary authorization subject to limits on amount to increase the share capital without the need for another resolution by the Annual General Meeting.

Shareholders hold subscription rights in the event that the Authorized Capital II is utilized. The shares can also be acquired by a bank, a company acting in accordance with Section 53(1) sentence 1 of the German Banking Act (KWG – Kreditwesengesetz) or Section 53b(1) sentence 1 or (7) KWG (financial institution) or a consortium of such banks and/or financial institutions to be appointed by the Executive Board subject to the obligation of offering them to the company's shareholders for subscription ("indirect subscription rights").

With the consent of the Supervisory Board, the Executive Board should be able to exclude shareholders' subscription rights in cases of fractional amounts only. Authorization to exclude subscription rights in cases of fractional amounts serves to ensure that a practical subscription ratio can be achieved in regard to the amount of the respective capital increase. Without the exclusion of subscription rights in regard to fractional amounts, irregular and indivisible amounts would serve to substantially complicate technical implementation and the exercise of subscription rights in cases of capital increases. The value of such fractional amounts is typically negligible, whereas the expenses for the issuance without such an exclusion would be significantly higher. The new shares excluded from the shareholders' subscription rights as freely marketable fractions are liquidated in the most favorable manner for the company, either by sale on the exchange or by other means. The dilutive effect is limited due to the restriction to fractional amounts. The exclusion of subscription rights for fractional amounts is in the interest of the company and its shareholders due to the fact that it simplifies the issuance. When determining the subscription ratio, the Executive Board shall take the shareholders' interest in keeping the scope of fractional amounts small into consideration.

The Executive Board shall report on the details of the respective utilization of the Authorized Capital II at the Annual General Meeting following any issuance of shares in the company from the authorized capital.

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### **Executive Board Report on Agenda Item 7 Regarding the Exclusion of Subscription Rights for the Issuance of Convertible and/or Warrant-Linked Bonds in Accordance with Section 221(4) sentence 2 in conjunction with Section 186(4) sentence 2 of the German Stock Corporation Act (Aktiengesetz – AktG)**

Fraport AG is not currently authorized to issue convertible and/or warrant-linked bonds or conditional capital. In order to expand the company's financing options in addition to the Authorized Capital II to be adopted by resolution under Agenda Item 6, an authorization to issue convertible and/or warrant-linked bonds in connection with conditional capital (**Conditional Capital**) should be adopted by resolution. Agenda Item 7 contains a proposal to the Annual General Meeting to grant authorization to issue convertible and/or warrant-linked bonds or a combination of both instruments (hereinafter referred to jointly as **bonds**; the issuing conditions of these bonds referred to hereinafter as the **issuing conditions**) and to create the associated Conditional Capital. The Executive Board should be authorized to issue convertible and/or warrant-linked bonds or a combination of both instruments up to a total nominal amount of up to EUR 800,000,000.00. This authorization and the creation of the associated Conditional Capital of up to EUR 120,209,310.00 (corresponding to roughly 13% of the company's current share capital) should serve to expand the company's options for financing its activities, which are described in greater detail below, and to grant the Executive Board access to flexible and timely financing in the company's interest with the consent of the Supervisory Board, particularly in the event that favorable market conditions emerge. This authorization should be issued for a period of five years lasting until May 31, 2026. The Conditional Capital to be employed as the instrument backing this authorization, which is permitted by law to have a total volume of up to 50% of the share capital, provides a decisive contribution towards securing this financial flexibility.

#### *Advantages of the financing instrument*

Adequate capitalization is a crucial foundation for business development and for a successful market presence of the company. By issuing bonds of the type specified above, the company can take advantage of attractive financing opportunities and conditions depending on the current market situation in order to supply the business with capital at low interest rates. The conversion and/or option premiums generated will benefit the company. The issuance of bonds, potentially in conjunction with other instruments like a capital increase, may also create access to new groups of investors. The opportunity to specify an obligation to exercise conversion/option rights or a right of tender for the issuer as well as the opportunity to satisfy these rights or obligations by providing treasury shares, paying a cash settlement or providing shares from authorized capital serve to increase flexibility for the configuration of such financing instruments.

#### *Conversion/option price*

The conversion/option price for a share may not fall below 80% of the average closing price of the share in trading on Xetra (or a functionally comparable successor system that replaces it) over the last ten trading days of the Frankfurt Stock Exchange before the date of the Executive Board's resolution on the issuance of the convertible/option bonds. In cases where shareholders are entitled to subscription rights regarding the bonds, there will be an alternative option of setting the conversion/option price for a share on the basis of the average closing price of the share in trading on Xetra (or a functionally comparable successor system that replaces it) during the trading days on which the subscription rights are traded on the Frankfurt Stock Exchange, with the exception of the last two trading days of subscription rights trading, whereby the conversion/option price must also be at least 80% of the value determined. In the event of bonds with a conversion/option obligation or

a right of tender for the issuer to provide shares, another alternative option regarding the conversion/option price is to base it on the exchange price of the company's share at the time of the determination of the conversion/option price in accordance with the more detailed provisions of the issuing conditions, even if this amount is below the minimum price specified above (80%). However, Section 9(1) AktG and Section 199(2) AktG remain unaffected.

The conversion/option price can be adjusted without prejudice to Section 9(1) AktG and Section 199(2) AktG on the basis of a dilution protection/adjustment clause pursuant to more detailed provisions of the underlying issuing conditions of the bond in question in the event of occurrences during the term of the bonds such as changes to the company's capital, e.g. in the form of a capital increase/decrease or a share split. Furthermore, provisions can be made for dilution protection/adjustments in connection with dividend payments, the issuance of additional convertible/option bonds, company transformation measures and in the case of other events which affect the value of the option/conversion rights that occur during the term of the bonds (e.g. assumption of control by a third party). Provisions can be made for dilution protection/adjustments particularly by granting subscription rights, by amending the conversion/option price and by amending or granting cash components.

#### *Authorized capital, treasury shares, cash settlement, variable configuration of conditions*

The issuing conditions may also stipulate or permit the provision of shares from authorized capital to be created or from a portfolio of the company's treasury shares to be acquired in the event of the exercise of conversion/option rights or the fulfillment of corresponding obligations. In order to create an additional degree of flexibility, the issuing conditions may also stipulate or permit that the company fully or partially pay the beneficiaries of conversion/option rights or the corresponding obligors an equivalent amount in cash instead of or in addition to company shares in the event of the exercise of conversion/option rights or in order to fulfill corresponding obligations. Virtual bond instruments of this type enable the company to carry out capital market-adjacent financing without actually requiring capital measures under corporate law. This takes into account the fact that an increase in the share capital may be unwelcome at the time of the exercise of conversion/option rights or the fulfillment of corresponding obligations in the future. Apart from this, the use of the cash payment option protects shareholders from the reduction of their ownership stakes and the dilution of the value of their shares due to the fact that no new shares are issued. In accordance with the more detail provisions of the issuing conditions, the equivalent value to be paid in cash in this context corresponds to the average closing price of the share in trading on Xetra (or a functionally comparable successor system that replaces it) on the Frankfurt Stock Exchange over a period of ten to twenty trading days after the announcement of the cash settlement.

In addition, it may also be specified that the number of shares to be provided in the event of the exercise of conversion/option rights or after the fulfillment of corresponding obligations or any applicable conversion ratio in this regard can be variable and may be rounded up or down to a whole number. Furthermore, it is also permissible to define a supplementary payment to be made in cash or to stipulate that fractional amounts be pooled and/or settled in cash for reasons of practicality.

#### *Subscription rights of shareholders and the exclusion of subscription rights*

As a general rule, shareholders shall be entitled to subscription rights in the event that convertible/warrant-linked bonds are issued. In order to simplify processing, the company should make use of the option of issuing the bonds to a bank, a company acting in accordance with Section 53(1) sentence 1 of the German Banking Act (Kreditwesengesetz – **KWG**) or Section 53b(1) sentence 1 or (7) KWG (financial institution) or a consortium of such banks or financial institutions to be appointed by the Executive Board subject to the obligation of offering the bonds to the shareholders in accordance with their subscription rights (indirect subscription rights as defined under Section 186(5) AktG).

However, the Executive Board may exclude subscription rights in analogous application of Section 221(4) sentence 2 in conjunction with Section 186(3) sentence 4 AktG in the following cases.

The Executive Board may exclude the subscription rights of shareholders for fractional amounts that may emerge from the amount of the respective issue volume and the definition of a practical conversion or subscription ratio with the consent of the Supervisory Board. This makes it possible to utilize the requested authorization with round amounts and simplifies the processing of shareholders' subscription rights.

In addition, it should be possible to exclude subscription rights with the consent of the Supervisory Board in order to grant subscription rights to the holders/creditors of conversion/option rights to shares in the company or corresponding conversion/option obligations for the compensation of dilution in the amount to which they would be entitled after the exercise of these rights/fulfillment of these obligations. The exclusion of subscription rights in favor of the holders/creditors of bonds which have already been issued has the advantage of preventing the need to reduce the conversion/option price for bonds which have already been issued and are equipped with their own protection against dilution. This makes it possible for the bonds to be placed more attractively in multiple tranches in favor of a higher inflow of funds.

The Executive Board should also be authorized to exclude subscription rights with the consent of the Supervisory Board in the event that the bonds are issued against cash contributions and the Executive Board concludes on the basis of a review conducted with due professional diligence that the issue price of the bonds is not significantly lower than their theoretical market value as determined in accordance with recognized financial calculation methods.

The exclusion of subscription rights makes it possible for the company to take advantage of favorable stock market situations, even at short notice, and to place a bond on the market with attractive conditions in a rapid and flexible manner. Issuing bonds subject to the provision of subscription rights, on the other hand, is often less attractive in light of the increased volatility of equity markets due to the fact that the issue price needs to be fixed at a very early point in time in order to observe the subscription period, which comes at the expense of optimal exploitation of the stock market situation and the value of the bond. This is because it is generally possible to set conditions which are favorable and as close to the market as possible only when the company is not bound to them for an excessively long offer period. Due to the statutory periods applicable in the context of a subscription rights issue, a significant security discount is normally required. Section 186(2) allows for publication of the subscription price (and thus the conditions of the bond in the case of convertible and/or warrant-linked bonds) until three days before the end of the subscription period at the latest. Even in this case, however, there is still exposure to market risk for multiple days, which results in security discounts within the framework of the conditions of the bond. Apart from this, subscription rights also complicate the utilization of alternative placement with third parties due to uncertainty or cause additional expense in this regard. Finally, the company is also hindered from responding to changes in market conditions quickly due to the length of the subscription period. This complicates the procurement of capital.

When issuing bonds against cash contributions subject to the exclusion of subscription rights, the interests of shareholders will be protected by the fact that the bonds will be issued at a price which is not significantly lower than the theoretical market value of the bond. In this context, it is particularly important that the theoretical market value be determined in accordance with recognized financial calculation methods. When setting the price, the management will minimize the discount of this market value to the furthest extent possible in consideration of the respective capital market situation. This will serve to reduce the accounting par value of subscription rights for the bond to nearly zero, such that it will be impossible for the exclusion of subscription rights to result in any significant economic disadvantage for shareholders. However, the definition of conditions in line with the market and thus the prevention of any significant dilution can also be ensured, for example, by carrying out a book-building process. In this context, investors are invited to submit purchase

requests on the basis of provisional bond conditions while also specifying factors such as the interest rate and/or other economic components they consider to be in line with the market. This serves to determine the total value of the bond in a market-adjacent manner and ensures that the exclusion of subscription rights does not cause any noteworthy dilution of the value of the share. Shareholders who would like to maintain their stake in the company's share capital can accomplish this subject to virtually identical conditions by making additional purchases through the capital market. This serves to provide adequate protection for their interests in regard to assets.

In addition, the shareholders' interests in regard to voting rights will be protected from the disproportionate dilution of their shareholdings by the fact that the calculated portion of the share capital attributable to the shares to be issued on the basis of the bonds to be issued against cash contributions under this authorization may not exceed 10% of the share capital, either as of the time this authorization enters into effect or, if lower, as of the time it is exercised. Shares which are (i) sold or issued during the term of this authorization until the time of its utilization on the basis of other authorizations in direct or equivalent application of Section 186(3) sentence 4 AktG subject to the exclusion of subscription rights or (ii) issued or pending issue as service for bonds with conversion/option rights or conversion obligations/obligations to exercise options, provided the bonds are issued during the term of this authorization until the time of its utilization subject to the exclusion of subscription rights in equivalent application of Section 186(3) sentence 4 AktG, must be counted towards this limit. This will ensure that no bonds subject to the exclusion of shareholders' subscription rights will be issued insofar as this would lead to a situation where shareholders' subscription rights to new shares or treasury shares in the company would be excluded to an extent of more than 10% of shares currently outstanding in consideration of capital increases or specific placements of treasury shares in direct, analogous or equivalent application of Section 186(3) sentence 4 AktG.

As a restriction, the proposed resolution stipulates that any instances where shares are counted towards the limit which occur in accordance with the above provision due to the exercise of authorizations (i) to issue new shares in accordance with Section 203(1) sentence 1, (2) sentence 1 and Section 186(3) sentence 4 AktG and/or (ii) to sell treasury shares in accordance with Section 71(1) no. 8 and Section 186(3) sentence 4 AktG and/or (iii) to issue bonds with conversion and/or option rights/conversion or option obligations in accordance with Section 221(4) sentence 2, Section 186(3) sentence 4 AktG shall be eliminated with effect for the future if and insofar as the respective authorization(s) which resulted in the instance of counting shares toward the limit as the result of being exercised are reissued by the Annual General Meeting in observance of the applicable statutory provisions. This is because the Annual General Meeting must make a renewed decision on the option of a simplified exclusion of subscription rights in such cases, which serves to eliminate the reason for counting shares towards the limit.

Since the option of excluding subscription rights is already highly restricted in accordance with the above authorization, this additional quantitative restriction which goes beyond the statutory restrictions will serve to keep any inconvenience to shareholders within narrow limits.

The Executive Board will carefully review whether it will make use of the authorization to issue bonds and exclude subscription rights on a case-by-case basis. These options will be utilized only in cases where the Executive Board believes that doing so is manifestly in the best interest of the company and its shareholders and is proportionate.

The Executive Board will report on each utilization of the authorizations issued under Agenda Item 7 of the 2021 Annual General Meeting at the respective subsequent Annual General Meeting.

*Conditional Capital*

Conditional capital is necessary in order to be able to service the conversion/option rights or equivalent obligations connected with convertible and/or warrant-linked bonds. The issue price in this context corresponds to the conversion/option price.

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### **Company website and documents and information accessible there**

This invitation to the Annual General Meeting and the documents to be made available to the Annual General Meeting, as well as other information in connection with the Annual General Meeting can be accessed on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) from the time that the Annual General Meeting is convened. Any counter-motions, nominations and requests for addenda by shareholders that are subject to publication requirements and are received by the Company are also made accessible via the aforementioned website. The entire Annual General Meeting can be followed online via a live audio/video transmission at the stated address. The website also contains a link to the Company's online portal (**AGM portal**) that allows properly registered shareholders to exercise their voting rights before and during the Annual General Meeting. The voting results are also published at this Internet address after the Annual General Meeting.

### **Total number of shares and voting rights**

A total of 92,468,704 no-par shares have been issued at the time the Annual General Meeting is convened. All issued shares grant one vote each; the number of voting rights accordingly amounts to 92,468,704. Of the 92,468,704 no-par shares, 77,365 shares are held by Fraport AG itself (treasury shares) at the time the meeting is convened. The treasury shares do not grant voting rights as long as they are held by Fraport AG.

### **Holding of the Annual General Meeting as a virtual Annual General Meeting without the physical presence of shareholders and their proxies, public audio/video transmission**

In view of the ongoing COVID-19 pandemic, the Annual General Meeting on June 1, 2021 is to be held as a virtual Annual General Meeting without the physical presence of shareholders or their proxies on the basis of the COVID-19 Act.

However, the shareholders and their proxies can follow the entire Annual General Meeting via public audio/video transmission on the website [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) and join in with the Annual General Meeting, in particular to exercise their voting rights, via the Company's online portal (AGM portal), which is accessible via the same website. Properly registered shareholders will be sent a voting rights card with further information on exercising their rights instead of the customary admission card. The voting rights card includes the access code with which the shareholders can use the AGM portal.

### **Online AGM portal and shareholder hotline**

On May 11, 2021, the Company set up an online portal (AGM portal) at the website [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de). Via this portal, properly registered shareholders (and their proxies if applicable) can, among other things, exercise their voting rights, authorize proxies, submit questions, and raise an objection on the record. To be able to use the AGM portal, you must log in with the access code you received with your voting rights card. The obvious options for exercising your rights will then appear in the user interface of the AGM portal in the form of buttons and menus.

Shareholders will be sent further details regarding the AGM portal and the conditions of registration and use with their voting rights card, or can read them online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

Please also observe the technical details at the end of this invitation. If you have any questions about the virtual Annual General Meeting or the use of the AGM portal, you can contact our shareholder hotline at +49 89 210 27 220. The shareholder hotline is available Monday to Friday from 9:00 am to 5:00 p.m. CEST, and will be available from 9:00 a.m. CEST onwards on the day of the Annual General Meeting.

### **Conditions for exercising shareholder rights, in particular voting rights (with evidence deadline pursuant to Section 123 (4) AktG and its importance) and electronic access to the Annual General Meeting**

Shareholders who register with the Company at the address stated below in text form (Section 126b of the German Civil Code (BGB)) and submit evidence of their shareholding issued by their custodian bank (final intermediary) in text form (Section 126b BGB) to the Company at this address (**properly registered shareholders**) are entitled to exercise shareholder rights, particularly including voting rights, and to access the Annual General Meeting electronically via the AGM portal:

Fraport AG Frankfurt Airport Services Worldwide  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich, Germany

E-mail: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

Evidence of shareholding must relate to the start of May 11, 2021 (00:00 CEST – known as **the record date**). Registration and evidence must be received by the Company by no later than the end of May 25, 2021 (24:00 CEST). It is noted that in the messages in accordance with Section 125 AktG, which must be composed in accordance with the requirements of Implementing Regulation (EU) 2018/1212 (**EU IR 2018/1212**) regarding form and content, a record date must be specified in Field C.5 of Table 3 of EU IR 2018/1212. This record date (in the present case: May 10, 2021) is not identical to the evidence deadline to be specified pursuant to Section 123(4) AktG (in the present case: May 11, 2021, 00:00). In this context, the company is following a recommendation of the Association of German Banks' implementation guide for the German market regarding the Second Shareholders' Rights Directive (Gesetz zur Umsetzung der Aktionärsrechterichtlinie II – ARUG II).

In relation to the Company, only those persons who have registered on time and have proved their authorization to exercise voting rights shall be deemed to be shareholders. Should the Company entertain doubts as to the correctness or authenticity of the evidence, it shall be entitled to request suitable further documentation. Should this documentation not be forthcoming or not be in the proper form, the Company may reject the shareholder.

Entitlement to exercise shareholder rights and the scope of voting rights are based exclusively on the shareholder's shareholding at the evidence deadline. The evidence deadline does not imply any block on the ability to sell the shares held. Even in the case of complete or partial sale of the shareholding after the evidence deadline, only the shareholding of the shareholder at the evidence deadline is of importance for exercising of voting rights, ability to access the Annual General Meeting electronically via the AGM portal, and the scope of voting rights, meaning that sales of shares after the evidence deadline have no effect on the shareholder's entitlement and the scope of voting rights. The same applies to purchases and additional purchases of shares after the evidence deadline. Persons who do not yet own any shares at the evidence deadline and become shareholders only afterwards are entitled (in particular entitled to vote) for the shares they hold only if they obtain proxy authorization or authorization to exercise such rights from the previous shareholder.



After receipt of the registration and special evidence of share ownership by the Company, voting rights cards for exercising of rights in relation to the Annual General Meeting including the access details for the AGM portal are sent to the shareholders for the purpose of accessing the Annual General Meeting electronically.

### **Exercising voting rights by absentee ballot**

Properly registered shareholders can submit their vote by absentee ballot in writing or electronically.

To do this, you can use the absentee ballot form sent to you with the voting rights card ahead of the Annual General Meeting. The absentee ballot form can also be requested by mail at the address Fraport AG, HV-Projektbüro (RAC-GB), 60547 Frankfurt am Main, or via e-mail (HV-Projektbuero@fraport.de). In addition to this, the absentee ballot form can also be downloaded from the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de). If you use the absentee ballot form, this must be sent solely to the above postal address or e-mail address of the registration office, and must arrive there no later than May 31, 2021 at 24:00 CEST (date of receipt).

Absentee ballots that cannot be clearly assigned to a properly registered shareholder shall not be considered.

You can also use the Company's AGM portal accessible via the website [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) to exercise your voting rights via (electronic) absentee ballot before as well as during the Annual General Meeting. Voting by absentee ballot via the AGM portal is possible from May 11, 2021 until the start of voting on the day of the Annual General Meeting. The "Absentee voting" button is provided for this in the AGM portal. Via the AGM portal, you can also change or cancel any votes previously submitted by absentee ballot during the Annual General Meeting up to the start of voting.

Further information on voting by absentee ballot is contained in the voting rights card sent to properly registered shareholders. Corresponding information and a more detailed description of electronic voting via the AGM portal can also be found online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

### **Exercising voting rights by granting power of attorney to the Company's proxies**

To exercise voting rights, shareholders entitled to vote can also authorize the instructed proxies appointed by the Company.

To do this, you can use the authorization and instruction form sent to you with the voting rights card ahead of the Annual General Meeting. The absentee ballot form can also be requested by mail at the address Fraport AG, HV-Projektbüro (RAC-GB), 60547 Frankfurt am Main, or via e-mail (HV-Projektbuero@fraport.de). In addition to this, the authorization and instruction form can also be downloaded from the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de). If you use the authorization and instruction form, this must be sent solely to the above postal address or e-mail address of the registration office, and must arrive there no later than May 31, 2021 at 24:00 CEST (date of receipt).

You can also use the Company's AGM portal accessible via the website [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) to exercise your voting rights by granting power of attorney to the Company's proxies before or during the Annual General Meeting. Authorization via the AGM portal is possible from May 11, 2021 until the start of voting on the day of the Annual General Meeting. The "Proxy and instructions" button is provided for this in the AGM portal. Via the AGM portal, you can also change or cancel any authorizations and instructions previously granted during the Annual General Meeting up to the start of voting.

Where a proxy appointed by the Company is authorized to vote, that proxy must receive voting instructions. The proxies are obliged to vote according to the instructions. Without such express instructions, the proxies will not exercise the voting right.

Further information on giving authorizations and instructions to proxies appointed by the Company is contained in the voting rights card sent to properly registered shareholders. Corresponding information and a more detailed description of giving authorizations and instructions to proxies appointed by the Company via the AGM portal can also be found online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

### **Authorizing third parties to exercise voting rights and other rights**

Shareholders may have their voting rights and other rights exercised by proxies, e.g. by a bank, a voting rights advisor, an association of shareholders, or a third party. In these cases too, punctual registration for the Annual General Meeting and evidence of share ownership in accordance with the aforementioned provisions are necessary. Authorized third parties can exercise voting rights by absentee ballot or by authorization and instruction to the Company's proxies (see above). Should the shareholder authorize more than one person, the Company may refuse one or more of these in accordance with Section 134(3) sentence 2 AktG.

The granting, cancellation, and documentation of proxy to the Company must be provided in text form (Section 126b BGB) if no authorization is granted pursuant to Section 135 AktG. In the event of authorization to exercise voting rights pursuant to Section 135 AktG (granting of power of attorney to banks, associations of shareholders, voting rights advisors, other intermediaries included in Section 135 AktG or equivalents pursuant to Section 135 AktG), specific details must generally be noted. Shareholders who intend to grant authorization to exercise voting rights under Section 135 AktG are requested to ask the respective party to be authorized about any specific details of the granting of power of attorney and coordinate with them.

This authorization may be granted to the authorized party or to the Company. Evidence of the authorization granted may be provided by the authorized party sending such evidence (for example, the original proxy or a copy or scan thereof) to the above address of the registration office no later than the day of the Annual General Meeting (receipt by the Company) by mail or e-mail.

These transmission channels are also available if the proxy is to be granted by means of a statement to the Company, in which case separate evidence of the granting of proxy is not necessary. Cancellation of a proxy already granted may also be declared directly to the Company using the aforementioned channels.

If the issuance or the evidence of a proxy or its cancellation is made by a statement to the Company sent by mail, this must also be received by the Company by Monday, May 31, 2021 at 24:00 CEST (date the mail is received) for organizational reasons. Transmission of such a declaration to the Company by e-mail is still permitted even on the day of the Annual General Meeting.

Evidence that authorization has been granted at or during the Annual General Meeting can be furnished by sending the evidence (e.g. the original proxy) to the above address of the registration office by e-mail.

Shareholders wishing to authorize a third-party proxy are requested to use the form provided by the Company for granting this proxy. This form is sent to properly registered shareholders together with the voting rights card and may be requested by mail at the address Fraport AG, HV-Projektbüro (RAC-GB), 60547 Frankfurt am Main, or by e-mail (HV-Projektbuero@fraport.de). In addition to this, a proxy form can also be downloaded from the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de). Proxies can also be granted electronically up to the day of the Annual General Meeting (inclusive) via the AGM portal. The "Authorization of a third party" button is

provided for this in the AGM portal. Further details can be found online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

In order for shareholder rights to be exercised electronically by an authorized party via the AGM portal, the authorized party must receive from the authorizing party the access code sent with the voting rights card.

Ahead of the Annual General Meeting, banks, associations of shareholders, voting rights advisors, and other intermediaries or equivalents pursuant to Section 135 AktG who represent multiple shareholders are advised to contact the shareholder hotline or the registration office at the above address regarding exercising of voting rights.

Further information on granting power of attorney to third parties is contained in the voting rights card sent to properly registered shareholders. Corresponding information and a more detailed description of granting of power of attorney to third parties via the AGM portal can also be found online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

### **Shareholders' right to ask questions**

Properly registered shareholders are granted a right to ask questions electronically in the context of the virtual Annual General Meeting pursuant to Section 1(2) sentence 1 no.3 and sentence 2 of the COVID-19 Act. Any questions must be submitted via the Company's AGM portal accessible via the website [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) no later than one day before the Annual General Meeting, i.e. by the end of May 30, 2021 (24:00 CEST). The "Submit a question" button is provided for this in the AGM portal. It is not possible to submit questions via any other transmission channel. No further questions can be submitted after the stated deadline has elapsed.

The Executive Board decides whether to answer questions solely at its own discretion. We intend to mention the questioners by name when answering the questions. With regard to this, please note the further explanations of shareholder rights and data protection at the end of this invitation.

### **Raising of objections on the record**

Properly registered shareholders who have exercised their voting rights can raise objections to resolutions of the Annual Meeting electronically via the AGM portal up to the end of the Annual General Meeting and have them placed on record by the notary. The "Raise an objection" button is provided for this in the AGM portal.

### **Information on the rights of shareholders pursuant to Section 122(2), Section 126(1), Section 127, Section 131(1) AktG in conjunction with Section 1(2) sentence 1 no. 3 of the COVID-19 Act**

*Requests for additions to the Agenda pursuant to Section 122 (2) of the German Stock Corporation Act*

Shareholders whose shares together amount to one twentieth of the share capital or a pro rata amount of EUR 500,000.00 of the share capital (corresponding to 50,000 shares) may, pursuant to Section 122(2) AktG, request that items be placed on the Agenda and announced. Each new item must be accompanied by reasons justifying same or a draft resolution.

Those submitting such requests must document that they have been the owners of a sufficient number of shares for the duration of the minimum ownership period of at least 90 days prescribed by law and hold these until such time as a decision is rendered regarding their request.

The request is to be addressed in writing to the Executive Board of the Company and must be received by the Company by no later than the end of May 1, 2021 (24:00 CEST). Shareholders are requested to use the following address for such requests:

Fraport AG Executive Board  
Attn. HV-Projektbüro (RAC-GB)  
60547 Frankfurt am Main, Germany

Additions to the Agenda to be announced – if not already announced when the meeting is convened – are to be immediately announced after receipt of the request in the Federal Gazette and forwarded to those media that can be expected to distribute the information throughout the European Union. They will also be announced at the Internet address [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) and reported to the shareholders in accordance with Section 125(1) sentence 3 AktG. Proposed resolutions which are enclosed in an admissible request for additions to the Agenda submitted in due time will be handled as if they had been raised verbally at the Annual General Meeting.

*Motions and nominations by shareholders pursuant to Section 126(1) and Section 127 AktG and Section 1(2) sentence 3 of the COVID-19 Act*

Shareholders can send counter-motions to the proposals of the Executive Board and Supervisory Board on certain items of the Agenda as well as nominations for the election of members of the Supervisory Board and for statutory auditors. Counter-motions must include reasons for same; nominations do not have to include reasons. Counter-motions for the Agenda and nominations are to be sent to the following address only:

Fraport AG  
HV-Projektbüro (RAC-GB)  
60547 Frankfurt am Main, Germany

E-mail: [HV-Projektbuero@fraport.de](mailto:HV-Projektbuero@fraport.de)

Counter-motions and nominations received by the Company at the above address by no later than the end of May 17, 2021 (24:00 CEST) will be made available immediately after they are received on the website of the Company at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) under the further requirements of Sections 126, 127 AktG, including the name of the shareholders and – in the case of motions – the reasons for same. Any comments by management, as well as the notices and information in accordance with Section 127 sentence 4 AktG in the case of nominations for the election of Supervisory Board members, will also be published at the aforementioned Internet address.

Motions or nominations by shareholders which must be made available in accordance with Sections 126 and 127 AktG be considered to have been submitted at the meeting if the shareholder raising the motion or submitting the nomination has been properly legitimated and is registered for the Annual General Meeting. No counter-motions or nominations can be submitted during the virtual Annual General Meeting.

*Right to information pursuant to Sections 131(1), 295(1) sentence 2 and 293g(3) AktG and Section 1(2) no. 3, sentence 2 of the COVID-19 Act*

Shareholders' right to information is restricted in the event of a virtual Annual General Meeting pursuant to Section 1(2) of the COVID-19 Act. However, the shareholders have a right to ask questions pursuant to Section 1(2) sentence 1 no. 3 and sentence 2 of the COVID-19 Act. The Executive Board can stipulate that questions must be submitted no later than one day before the Annual General Meeting. The Executive Board of Fraport AG has taken this approach with the

approval of the Supervisory Board. Please refer to the statements made above regarding the shareholders' right to ask questions pursuant to Section 1(2) sentence 1 no. 3 and sentence 2 of the COVID-19 Act.

#### *Further explanations on shareholder rights and data protection*

Further explanations of the rights of the shareholders under Section 122(2), Section 126(1), Section 127, Section 131(1), Section 295(1) sentence 2, Section 293g(3) and Section 245 no.1 AktG in conjunction with Section 1(2) sentence 1 no. 3, no. 4, sentence 2 and sentence 3 of the COVID-19 Act are available on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

When you register for the Annual General Meeting or grant a voting proxy, we collect personal data concerning you and/or your proxy. This occurs in order to enable shareholders to exercise their rights at the Annual General Meeting. You can also find details regarding the handling of personal data in connection with the Annual General Meeting and your rights under the EU General Data Protection Regulation on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

#### **Technical information on the virtual Annual General Meeting**

To follow the virtual Annual General Meeting, use the AGM portal, and exercise shareholder rights, you need an Internet connection and an Internet-enabled device. A stable Internet connection with a sufficient transfer rate is advisable in order to receive the Annual General Meeting transmission with optimum picture and sound quality.

If you are using a computer to receive the audio/video transmission of the virtual Annual General Meeting, you will need a browser and speakers or headphones.

For access to the Company's AGM portal, you will need your voting rights card, which will be sent to you as a matter of course once you have registered properly. This voting rights card contains your individual access details with which you can log in on the registration page in the AGM portal.

To avoid the risk of restrictions in exercising shareholder rights due to technical problems during the virtual Annual General Meeting, it is advisable to exercise shareholder rights (in particular voting rights) **before the start of the Annual General Meeting** if at all possible. The AGM portal is available for exercising voting rights from May 11, 2021.

Shareholders will be sent further details regarding the AGM portal and the conditions of registration and use with their voting rights card, or can read them online at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de).

#### **Information on availability of the audio/video transmission**

The shareholders can follow the entire Annual General Meeting online via public audio/video transmission. Current technological standards mean that the audio/video transmission of the virtual Annual General Meeting and the availability of the AGM portal may be subject to fluctuations over which the Company has no control due to restrictions in the availability of the telecommunications network and the restriction of Internet services by third parties. Consequently, the Company cannot make any guarantees or assume any liability for the functionality and continuous availability of the Internet services used, the third-party network elements used, the video/audio transmission, or access to the AGM portal and its general availability. The Company also assumes no responsibility for faults and defects of the hardware and software used for the online service, including those of the service providers used, unless there is willful intent. For this reason, the Company advises making early use of the above-mentioned options for exercising rights, in particular for exercising voting rights. If strictly required due to data protection or security concerns, the Chair of the Annual General Meeting must reserve the right to interrupt the virtual Annual General Meeting or halt it entirely.

Frankfurt am Main, April 2021

**Fraport AG Frankfurt Airport Services Worldwide**

***The Executive Board***