



**Fraport AG**  
**Frankfurt Airport Services Worldwide**

**Frankfurt am Main**

**ISIN DE 0005773303**

## **Invitation to the Annual General Meeting of Shareholders**

We hereby invite our Company's shareholders to attend our

### **Annual General Meeting of Shareholders**

at the **Jahrhunderthalle Frankfurt**, Pfaffenwiese 301, D-65929 Frankfurt am Main, on **Friday, May 20, 2016, starting at 10:00 CEST.**

### **Agenda**

- 1. Presentation of the approved annual financial statements, the approved consolidated financial statements, the management reports of Fraport AG and the Fraport Group for fiscal 2015, with the report of the Supervisory Board and the explanatory report of the Executive Board on the provisions of §§ 289 (4), 315 (4), and § 289 (5) of the German Commercial Code**

In accordance with § 172 of the German Stock Corporation Act, on March 14, 2016, the Supervisory Board approved and adopted the annual financial statements and consolidated financial statements prepared by the Executive Board. Therefore no resolution is required from the Shareholders' Meeting on this Agenda Item 1.

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

- 2. Resolution on the appropriation of profits for fiscal 2015**

The Executive Board and the Supervisory Board propose using the net earnings of €124,719,852.60 for fiscal 2015 to pay a dividend of €1.35 per entitled share – amounting to a total of €124,615,409.85 – and allocating the remaining amount of €104,442.75 to other retained earnings.

**3. Resolution on formal approval of the actions of the Executive Board for fiscal 2015**

The Executive Board and the Supervisory Board propose that the actions of the members of the Executive Board in office during fiscal 2015 be formally approved for this period.

**4. Resolution on formal approval of the actions of the Supervisory Board for fiscal 2015**

The Executive Board and the Supervisory Board propose that the actions of the members of the Supervisory Board in office during fiscal 2015 be formally approved for this period.

**5. Appointment of an auditor for fiscal 2016**

Upon the recommendation of its audit committee, the Supervisory Board proposes the appointment of PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, as auditors for fiscal 2016.

**6. Resolution on consent to control and profit and loss transfer agreements**

Fraport AG intends to enter into control and profit and loss transfer agreements with its wholly owned subsidiaries Airport Assekuranz Vermittlungs-GmbH, based in Neu-Isenburg; Energy Air GmbH, based in Frankfurt am Main; FRA - Vorfeldkontrolle GmbH, based in Kelsterbach; Fraport Casa GmbH, based in Neu-Isenburg; and Fraport Passenger Services GmbH, based in Frankfurt am Main; and with its subsidiaries (held indirectly via the subsidiary Fraport Beteiligungs-Holding GmbH) Flughafen-Kanalreinigungsgesellschaft mbH, based in Kelsterbach, and Frankfurter Kanalreinigungsgesellschaft mbH, based in Kelsterbach. Each of these agreements requires the consent of the Shareholders' Meeting of the Company in order to be valid.

The Executive Board and Supervisory Board propose the following resolution:

- a) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Airport Assekuranz Vermittlungs-GmbH, based in Neu-Isenburg, as the controlled company is approved;
- b) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Energy Air GmbH, based in Frankfurt am Main, as the controlled company is approved;
- c) entry into a control and profit and loss transfer agreement between the Company as the controlling company and FRA - Vorfeldkontrolle GmbH, based in Kelsterbach, as the controlled company is approved;
- d) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Fraport Casa GmbH, based in Neu-Isenburg, as the controlled company is approved;
- e) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Fraport Passenger Services GmbH, based in Frankfurt am Main, as the controlled company is approved;

- f) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Flughafen-Kanalreinigungsgesellschaft mbH, based in Kelsterbach, as the controlled company is approved;
- g) entry into a control and profit and loss transfer agreement between the Company as the controlling company and Frankfurter Kanalreinigungsgesellschaft mbH, based in Kelsterbach, as the controlled company is approved.

Since Fraport AG is the sole shareholder (indirectly) in all of the foregoing subsidiaries (or sub-subsidiaries, as the case may be), compensation payments or settlements for outside shareholders pursuant to §§ 304, 305 of the German Stock Corporation Act are not required. Each of the control and profit and loss transfer agreements to be entered into between the Company (as the controlling company in each case) and the foregoing five subsidiaries and two sub-subsidiaries (as the controlled company in each case) contains a preliminary remark with a description of the parties to the agreement and a reference to the objective of creating a tax group relationship within the meaning of §§ 14 through 17 of the German Corporation Tax Act. Beyond that, each of the agreements has the following content:

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

**§ 1**

*Management of the controlled company*

- 1.1 *The controlled company places the management of its company under the controlling company. The controlling company is entitled to issue instructions to the management of the controlled company with regard to how its affairs are managed. Instructions must be issued in written form (including letter, fax, and e-mail).*
- 1.2 *The management of the controlled company is obligated to follow the instructions issued by the controlling company.*
- 1.3 *The controlling company is not permitted to issue instructions to amend, maintain, or terminate this Agreement to the management of the controlled company.*
- 1.4 *The management of the controlled company continues to be responsible for managing the affairs of the controlled company and for representing the controlled company. The legal independence of the Parties is unaffected.*

**§ 2**

*Rights to information*

- 2.1 *The controlling company is permitted to inspect the books, documents, and other business records of the controlled company, and to demand information regarding the legal, business, and organizational affairs of the controlled company, at any time.*
- 2.2 *The controlled company is obligated to report to the controlling company on an ongoing basis regarding the development of the business and all major business transactions.*

**§ 3**  
*Profit transfer*

- 3.1 *The controlled company agrees – subject to the formation and release of reserves pursuant to subsection 3.2 hereof – to transfer the entirety of its profit to the controlling company. The profit transfer is moreover subject to the provisions of § 301 of the German Stock Corporation Act, in the then-applicable version thereof and with the necessary modifications.*
- 3.2 *The controlled company is permitted to place sums from the annual surplus in other profit reserves (§ 272 (3) of the German Commercial Code) with the consent of the controlling company to the extent that this is permissible under commercial law and is economically well-founded upon a reasonable assessment from a business perspective. Other profit reserves (§ 272 (3) of the German Commercial Code) formed during the term of this Agreement must be released at the request of the controlling company and transferred as profit; nothing herein shall affect the provisions of § 4 of this Agreement.*
- 3.3 *The following are excluded, in particular, from transfer:*
- *any profit carried forward from the period prior to the commencement of this Agreement;*
  - *sums from the release of profit reserves (§ 272 (3) of the German Commercial Code) that were formed prior to the commencement of this Agreement; and*
  - *sums from the release of capital reserves (§ 272 (2) of the German Commercial Code).*
- 3.4 *The claim to the transfer of profit shall arise as of the end of the controlled company's fiscal year in each case and shall be due and payable as of that point in time.*
- 3.5 *The controlling company is permitted to demand an advance transfer of profits if and insofar as payment of an advance dividend would be permissible.*

**§ 4**  
*Assumption of loss*

*The provisions of § 302 of the German Stock Corporation Act, in the then-applicable version thereof and with the necessary modifications, apply to the assumption of loss.*

**§ 5**  
*Entry into force, term, termination*

- 5.1 *This Agreement is contingent upon the consent of the shareholders' meetings of the controlling company and the controlled company. This Agreement enters into force as of its entry in the Commercial Register for the location in which the controlled company has its registered office.*
- 5.2 *After the conditions mentioned in subsection 5.1 hereof are met, this Agreement – with the exception of the transfer of management authority pursuant to § 1 hereof – shall apply retroactively for the first time as from the start of the fiscal year of the controlled company during which this Agreement takes effect.*

- 5.3 *This Agreement is entered into for an indefinite term. It is subject to termination by way of ordinary termination upon three months' notice by either Party as of the expiration of a fiscal year of the controlled company, but not before the expiration of the fiscal year of the controlled company that ends at least five years (60 months) after the commencement of the obligation to transfer the profit or assume the loss pursuant to subsection 5.2 hereof (minimum term).*
- 5.4 *Nothing herein shall affect the right to terminate this Agreement for good cause without complying with a particular notice period. The following are deemed to constitute good cause, in particular:*
- 5.4.1 *the sale or any other form of transfer (e.g. contribution) of shares in the controlled company by the controlling company where this results in the conditions for the financial integration of the controlled company into the controlling company no longer being met in accordance with the then-applicable tax specifications, or*
- 5.4.2 *a transformation involving a change of legal form (§§ 190 et seq. of the German Transformation Act), merger (§§ 2 et seq. of the German Transformation Act), division into several enterprises (§§ 123 et seq. of the German Transformation Act) or liquidation of the controlling company or the controlled company – but in the case of a transformation involving a change of legal form, only if the transformation does not involve a change from the legal form of a company limited by shares into the legal form of a different company limited by shares – to the extent that, in the event of termination effective as of a point in time prior to the expiration of the minimum term, there is also at the same time, in each case, good cause for the termination of an agreement on the formation of a tax group or profit and loss transfer agreement without adverse tax effects prior to the expiration of the minimum term for tax purposes.*
- 5.5 *This Agreement shall terminate no later than as of the end of the fiscal year in which an outside shareholder within the meaning of § 304 of the German Stock Corporation Act holds a share or interest in the controlled company. The provisions of § 307 of the German Stock Corporation Act, in the then-applicable version thereof, apply accordingly.*
- 5.6 *If this Agreement is terminated, the controlling company is required to furnish security to the creditors of the controlled company. The provisions of § 303 of the German Stock Corporation Act, in the then-applicable version thereof, apply accordingly.*
- 5.7 *Notice of termination must be given in written form.*

**§ 6**  
*Costs*

*The costs arising in connection with the Parties' entry into this Agreement shall be borne by the controlling company.*

**§ 7**  
*Final provisions*

- 7.1 *In interpreting this Agreement, the then-applicable tax provisions of the tax group must be taken into account in the sense that a valid tax group is desired.*

- 7.2 *Amendments and addenda to this Agreement must be made in written form unless notarial recording is required and require the consent of the shareholders' meetings of the controlling company and the controlled company in each case to the extent that the matter concerns more than mere notifications; they will not take effect until after the amendment is entered in the Commercial Register for the controlled company.*
- 7.3 *Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions of this Agreement shall be unaffected thereby. The invalid or unenforceable provision shall be replaced with a valid or enforceable provision that most closely approximates the economic aim pursued by the Parties in the invalid or unenforceable provision. The same applies in the event of an unintentional gap in the provisions hereof.*
- 7.4 *The place of performance and place of jurisdiction for both Parties is Frankfurt am Main."*

Each control and profit and loss transfer agreement is explained in further detail, along with a statement of the reasons therefor, in a joint contract report by the Executive Board of Fraport AG and the management of the respective subsidiary or sub-subsidiary.

The following documents regarding Agenda Item 6 can be viewed on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de). They will also be available for inspection at the AGM:

- the draft versions of the control and profit and loss transfer agreements between Fraport AG and Airport Assekuranz Vermittlungs-GmbH, Energy Air GmbH, FRA - Vorfeldkontrolle GmbH, Fraport Casa GmbH, Fraport Passenger Services GmbH, Flughafen-Kanalreinigungsgesellschaft and Frankfurter Kanalreinigungsgesellschaft mbH;
- the annual financial statements of Fraport AG and the consolidated financial statements for fiscal 2013, 2014 and 2015 (as contained in the respective Annual Reports) as well as the consolidated management reports of Fraport AG and the Group for these fiscal years (as contained in the respective Annual Reports);
- the respective annual financial statements of Flughafen-Kanalreinigungsgesellschaft mbH and Frankfurter Kanalreinigungsgesellschaft mbH for the short fiscal year 2015
- the annual financial statements of Fraport Passenger Services GmbH for fiscal 2013, 2014 and 2015
- the respective annual financial statements and management reports of Airport Assekuranz Vermittlungs-GmbH, Energy Air GmbH, FRA - Vorfeldkontrolle GmbH and Fraport Casa GmbH for fiscal 2012, 2013 and 2014; insofar as the respective annual financial statements of the aforementioned companies for fiscal 2015 have been adopted before the date of the AGM on May 20, 2016, they will be made available for inspection – together with the respective management reports – on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) and at the AGM;

- the joint reports filed pursuant to § 293a of the German Stock Corporation Act by the Executive Board of Fraport AG and the management of the respective subsidiary or sub-subsidiary, as the case may be.

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

This invitation to the AGM, the documents to be made accessible to the AGM and further information in connection with the AGM can be accessed via the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) as from the time at which the AGM is convened (available in German only).

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 abovementioned Internet address also makes it possible to follow the speeches held by the Chairman of the Supervisory Board and the Chairman of the Executive Board at the beginning of the AGM. The voting results are also published at this Internet address after the AGM.

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

A total of 92,385,076 shares had been issued at the time of convening the AGM. Each share certificate issued bestows a voting right; thus the number of voting rights also comes to 92,385,076. Of the 92,385,076 shares, 77,365 are held by Fraport AG itself (treasury shares) at the time of convening. The treasury shares do not grant voting rights as long as they are held by Fraport AG.

### **Conditions for participating in the AGM and exercising voting rights (with evidence deadline pursuant to § 123 (4) of the German Stock Corporation Act and its importance)**

Those shareholders shall be entitled to participate in the AGM and exercise voting rights who register with the Company at the address stated below in text form (§ 126b of the German Civil Code) and forward to the Company at this address special evidence of their shareholding, also issued in text form (§ 126b of the German Civil Code), by their custodian bank in German or English:

Fraport AG Frankfurt Airport Services Worldwide  
c/o Deutsche Bank AG  
Securities Production  
General Meetings  
Postfach 20 01 07  
60605 Frankfurt am Main  
E-mail: [wp.hv@db-is.com](mailto:wp.hv@db-is.com)  
Fax: +49 (0)69 12012-86045

The evidence of share ownership must be dated the beginning of April 29, 2016 (0:00 CEST – so-called “evidence deadline”). The registration and evidence must reach the Company by the end of May 13, 2016 (24:00 CEST) at the latest.

In their relationship to the Company only those persons shall be deemed to be shareholders for the purpose of participating in the meeting and exercising voting rights who have provided the special evidence of share ownership. 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 participation or the scope of voting rights is 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 participation and the scope of voting rights, meaning that sales of shares after the evidence deadline have no effect on entitlement to participation and the scope of voting rights. The same applies for purchases and additional purchases of shares after the evidence deadline. Persons who do not yet own any shares at the evidence deadline and only become shareholders afterwards are only entitled to participate and vote for the shares they hold if they obtain proxy authorization or authorization to exercise such rights from the previous shareholder. The evidence deadline has no significance for dividend entitlement.

After receipt of the registration and special evidence of share ownership by the Company, admission cards for participation in the AGM are sent to the shareholders.

### **Procedure for voting by proxy**

Shareholders may have their voting rights and other rights in the AGM exercised by proxies, e.g. by a bank, an association of shareholders, a proxy appointed by the Company or by a third party. In these cases too, punctual registration for the AGM and evidence of share ownership in accordance with the aforementioned provisions are necessary. Should the shareholder authorize more than one person, the Company may refuse one or more of these.

According to § 134 (3) Sentence 3 of the German Stock Corporation Act, the granting, cancellation and documentation of proxy vis-à-vis the Company must be provided in text form (§ 126b of the German Civil Code). In the event that a bank, an association of shareholders or another person or institution of equal status pursuant to § 135 (8) and (10) of the German Stock Corporation Act is to be appointed proxy, neither the law nor the Articles of Association stipulate a particular form requirement. We must point out, however, that the person or institution to be appointed as proxy may require a special form of authorization in these cases because § 135 of the Stock Corporation Act requires them to keep a verifiable record of the authorization. Please therefore agree on a possible form of authorization with the parties to be authorized in such cases.

This authorization may be granted to the authorized party or to the Company. Evidence of the authority granted may be provided by the authorized party presenting such evidence (for example, the original proxy or a copy thereof) at the admission check on the day of the AGM. Evidence may also be sent by mail to the following address:

Fraport AG  
c/o Computershare Operations Center  
D-80249 Munich

or by fax to +49 (0)89 309037-4675.

For electronic transmission the Company offers the possibility of sending the evidence by e-mail to [fraportAG-HV2016@computershare.de](mailto:fraportAG-HV2016@computershare.de).

The aforementioned 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 vis-à-vis the Company using the aforementioned channels.

If the authorization is granted, revoked, or evidence thereof submitted by means of a declaration submitted to the Company by mail, such declaration must be received by the Company by Wednesday, May 18, 2016 (date of receipt by mail), for organizational reasons. Transmission of such a declaration to the Company by fax or e-mail is still permitted even on the day of the AGM.

Evidence of authority granted in or during the AGM may be provided by presenting such evidence (for example, the original proxy) at the exit check.

Shareholders wishing to authorize a proxy are requested to use the form provided by the Company for granting this proxy. This form is sent to properly registered persons together with the admission card and may be requested by mail at the address Fraport AG, HV-Projektbüro (VV1), D-60547 Frankfurt am Main, by fax (+49 (0)69 690-25201) 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) (in German only).

Proxies can also be granted electronically up to the day of the AGM (inclusive) via the Company's Internet-based authorization system. Shareholders can obtain further information regarding the Company's Internet-based authorization system on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) (available in German only). This year we again offer our shareholders the possibility, prior to the AGM, of nominating a proxy appointed by the Company and bound by the shareholder's instructions to exercise their voting rights. Shareholders wishing to appoint a proxy nominated by the Company require an entry card for the AGM to do this. This contains a form that can be used to authorize proxies and give voting instructions. To ensure that the admission card is received in good time it should be ordered from the bank at which the shareholder has his securities account as early as possible. 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. The authorization and instructions to the proxy appointed by the Company may also be given electronically, using the procedure established by the Company, via the Company's Internet-based authorization system.

Further information on giving authorizations and instructions to proxies appointed by the Company is contained in the admission card sent to properly registered shareholders. The same information can also be viewed on the Internet at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) (in German only).

### **Information on the rights of shareholders pursuant to § 122 (2), § 126 (1), § 127, § 131 (1) of the German Stock Corporation Act**

### **Requests for additions to the Agenda pursuant to § 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 (corresponding to 50,000 shares) may, pursuant to § 122 (2) of the German Stock Corporation Act, 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 three months prescribed by law and hold these until such time as a decision is rendered regarding their request.

The request is to be addressed to the Executive Board of the Company in writing and must reach the Company by the end of April 19, 2016 (24:00 CEST) at the latest. Shareholders are requested to use the following address for such requests:

Vorstand der Fraport AG  
HV-Projektbüro (VV1)  
D-60547 Frankfurt am Main

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) (available in German only) and reported to the shareholders.

### **Motions and nominations by shareholders pursuant to § 126 (1), § 127 of the German Stock Corporation Act**

Shareholders may submit counter-motions against motions by the Executive Board and Supervisory Board on certain items in the Agenda as well as submitting nominations for the election of the auditor. 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 (VV1)  
D-60547 Frankfurt am Main  
Fax: +49 69 690-25201  
E-mail: [HV-Projektbuero@fraport.de](mailto:HV-Projektbuero@fraport.de)

Counter-motions and nominations received by the Company at the aforementioned address at the latest by the end of May 5, 2016 (24:00 CEST), subject to the further prerequisites of §§ 126, 127 of the German Stock Corporation Act, will be made accessible, including the name of the shareholder and the reasons for the motion, on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) immediately following receipt (website available in German only). Any comments by management will also be published at the aforementioned Internet address.

### **Right to information pursuant to § 131 (1) of the German Stock Corporation Act**

At the AGM any shareholder or shareholder representative may request the Executive Board to provide information on matters relating to the Company, the legal and business relations of the Company with associated companies and on the situation of the Group and companies included in the consolidated financial statements as long as this information is necessary for the proper assessment of an item on the Agenda. Requests for information at the AGM are always to be made verbally in the course of a discussion.

### **Further explanations on shareholder rights**

Further information on the rights of shareholders pursuant to § 122 (2), § 126 (1), § 127, § 131 (1) of the German Stock Corporation Act can be found on the Company's website at [www.hauptversammlung.fraport.de](http://www.hauptversammlung.fraport.de) (available in German only).

Frankfurt am Main, April 2016  
**Fraport AG Frankfurt Airport Services Worldwide**  
***The Executive Board***