

This mailing includes two legal notices: (1) the United States Lufthansa Class Action Settlement Notice; and (2) the Canadian Lufthansa Class Action Settlement Notice.

You may be a member of more than one class.

Please read both notices.

This page intentionally left blank

**THIS IS THE UNITED STATES LUFTHANSA CLASS ACTION SETTLEMENT
NOTICE**

**IMPORTANT LEGAL NOTICE TO ALL LUFTHANSA SETTLEMENT CLASS MEMBERS
FORWARD TO CORPORATE HEADQUARTERS/LEGAL COUNSEL (IF APPLICABLE)**

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

IN RE

AIR CARGO SHIPPING SERVICES
ANTITRUST LITIGATION

MDL No. 1775

Master File 06-MD-1775 (JG) (VVP)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
WITH DEFENDANTS DEUTSCHE LUFTHANSA AG,
LUFTHANSA CARGO AG, AND SWISS INTERNATIONAL AIR LINES LTD. IN
THE AMOUNT OF \$85 MILLION**

To: ALL PERSONS WHO PURCHASED AIRFREIGHT SHIPPING SERVICES FROM ANY AIR CARGO CARRIER FOR AIRFREIGHT SHIPMENTS WITHIN, TO, OR FROM THE UNITED STATES FROM JANUARY 1, 2000 TO SEPTEMBER 11, 2006, INCLUDING PERSONS WHO PURCHASED AIRFREIGHT SHIPPING SERVICES THROUGH FREIGHT FORWARDERS.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A LAWSUIT NOW PENDING IN THIS COURT. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE \$85 MILLION SETTLEMENT FUND.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of New York (the "Court").

The purpose of this Notice is to inform you of the pending proposed class action lawsuit (the "Action") and of a partial settlement of the Action with defendants Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (collectively "Lufthansa"). The Action alleges that Lufthansa and the other Defendants (defined below) who are not part of this settlement violated United States antitrust laws and state laws regarding the sale of Airfreight Shipping Services (defined below). To resolve the claim against them concerning airfreight cargo shipments within, to, or from the United States, Lufthansa has agreed to pay \$85 million and to cooperate in the prosecution of claims against the remaining Defendants.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

The Court will hold a public Fairness Hearing on December 12, 2008, to consider whether the Lufthansa Settlement Agreement should be approved. The purpose of the Fairness Hearing is to determine whether the Lufthansa Settlement Agreement is fair, reasonable, and adequate.

Your options are described later in this Notice and are summarized as:

1. **Remain in the Lufthansa Settlement Class and submit a Claim Form.** If you received this Notice by mail, you have already received a Claim Form together with this Notice. If you are reviewing this Notice online, or received a copy by some means other than by mail from the Air Cargo Settlement Claims Administrator, you may request a Claim Form online at www.aircargosettlement.com or by calling the Air Cargo Settlement Claims Administrator: U.S. & Canada (Toll-Free) at 1 (800) 749-3518; or International (Toll) at 1 (941) 906-4822. A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online.
2. **Request in writing to be excluded from the Lufthansa Settlement Class.** If you request to be excluded, you will not be entitled to participate in the Lufthansa Settlement. If you do not exclude yourself from the Lufthansa Settlement Class, you will be bound by the Release if the Court enters an order approving the Lufthansa Settlement Agreement. Information concerning exclusion is set forth below and available online at www.aircargosettlement.com.
3. **Remain in the Lufthansa Settlement Class but object.** If you do not request exclusion from the Lufthansa Settlement Class, you may remain a Member of the Lufthansa Settlement Class and submit a Claim Form, but at the same time object to any aspect of the Lufthansa Settlement. The deadline for filing an objection is November 12, 2008.
4. **Do Nothing.** If you do not exclude yourself from the Lufthansa Settlement Class and you do not submit a Claim Form, you will not be eligible to receive payment from the Lufthansa Settlement Fund and you will be releasing Lufthansa from the claims described in the Release.

I. BACKGROUND OF THE LITIGATION

A. What is a Class Action Lawsuit?

A class action is a lawsuit in which a few representative plaintiffs bring a lawsuit against defendants on behalf of themselves and other similarly situated persons. The representative plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented. Importantly, class members are NOT individually responsible for the attorneys' fees or litigation expenses of Class Counsel. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court judgment amount) and must be approved by the Court.

When a class enters into a proposed settlement with a defendant, such as this settlement with Lufthansa, then the Court will require that the class be given notice of the settlement and be given an opportunity to be heard. The Court then conducts a hearing to determine, among other things, if the proposed settlement is fair, reasonable and adequate.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

B. Summary of the Action

In this Action, Plaintiffs allege that Lufthansa and the other Defendants were engaged in a conspiracy to fix, raise, maintain, or stabilize prices of Airfreight Shipping Services by coordinating surcharges (fees that air cargo carriers charge in addition to normal shipping rates for specific extra costs, such as a “fuel surcharge” or a “security surcharge”), jointly agreeing to eliminate or prevent discounting of prices, agreeing on yield and allocating customers, all in violation of United States antitrust law and state law. As a result of this alleged conduct, Plaintiffs allege that they and other members of the Class paid more for Airfreight Shipping Services than they would have paid in the absence of this alleged conduct. In addition to Lufthansa, the “Defendants” named in this litigation are:

AC Cargo LP	Ethiopian Airlines Corp.
Aerolineas Brasileiras S.A (d/b/a Absa Cargo Airline)	Japan Airlines International Co., Ltd.
Air Canada	Kenya Airways Ltd.
Air China Cargo Company Ltd. (d/b/a Air China Cargo)	KLM Royal Dutch Airlines
Air China Ltd. (d/b/a Air China)	Korean Airlines Co., Ltd.
Air Mauritius Ltd.	LAN Airlines S.A. (f/k/a LAN Chile S.A.)
Airways Corporation of New Zealand Ltd. (d/b/a Airways New Zealand)	Lan Cargo S.A.
Alitalia Linee Aeree Italiane S.p.A.	Martinair Holland N.V.
All Nippon Airways Co., Ltd.	Nippon Cargo Airlines Co., Ltd.
Asiana Airlines, Inc.	Polar Air Cargo, Inc.
Atlas Air Worldwide Holdings, Inc.	Qantas Airways Ltd.
British Airways PLC	Scandinavian Airline Systems AB
Cargolux Airlines International S.A.	Saudi Arabian Airlines, Ltd.
Cathay Pacific Airways, Ltd.	Singapore Airlines Cargo PTE, Ltd.
DAS Air Ltd. (d/b/a Das Air Cargo)	Singapore Airlines, Ltd.
El Al Israel Airlines	Société Air France
Emirates Airlines (d/b/a Emirates)	South African Airways (Proprietary), Ltd.
	Thai Airways International Public Co., Ltd.
	Viação Aérea Rio-Grandense, S.A. (“VARIG”)

By entering into the Settlement Agreement with Plaintiffs, Lufthansa does not admit that it engaged in the unlawful conduct alleged in this Action. If Lufthansa did not enter into the Settlement Agreement with Plaintiffs, Lufthansa would assert a number of defenses to Plaintiffs’ claims. Additionally, Lufthansa has entered into the U.S. Department of Justice Antitrust Division’s leniency program, which provides for leniency to corporations that report illegal antitrust activity to Government investigators at an early stage; under the Antitrust Criminal Penalty and Enhancement and Reform Act of 2004, Pub. L. No. 208-137, 118 Stat. 665 (June 22, 2004) (“ACPERA”), Lufthansa’s potential liability in civil litigation is significantly limited subject to Lufthansa providing adequate cooperation to Plaintiffs as set out in ACPERA.

Neither Plaintiffs nor Lufthansa have proven their assertions. The Court expresses no opinion as to whether Plaintiffs’ allegations are correct or whether Lufthansa or any of the Defendants has engaged in any wrongdoing.

C. Definition of the Lufthansa Settlement Class

By Order dated April 4, 2008, the Court preliminarily certified the Lufthansa Settlement Class and directed that this notice be provided to persons and entities that fall within the definition of the Lufthansa Settlement Class (“Lufthansa Settlement Class Members”). The Lufthansa Settlement Class is defined as:

All persons and entities that purchased airfreight cargo shipping services for shipments within, to, or from the United States (hereafter “Airfreight Shipping Services”), including those persons and entities that purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier (including, without limitation, those defendants named in the Actions, and specifically including Lufthansa) and/or any named or unnamed co-conspirators

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

(collectively “Defendants”) during the period from January 1, 2000 to September 11, 2006. Excluded from the Settlement Class are Defendants, their respective parents, employees, subsidiaries, and affiliates, and all government entities.

“Airfreight Shipping Services” is defined as airfreight cargo shipping services for shipments within, to, or from the United States.

PLEASE NOTE, the Lufthansa Settlement Class is different from the proposed Class defined in the Action. The Lufthansa Settlement Class includes persons who purchased from any air cargo carrier, including air cargo carriers who are not named defendants in the Action.

II. SUMMARY OF THE PROPOSED SETTLEMENT WITH LUFTHANSA

The following description of the proposed Lufthansa Settlement Agreement is only a summary. The Lufthansa Settlement Agreement (including four amendments that have been made) is on file with the Court at the address indicated in this Notice and is available at the official Air Cargo Settlement website (www.aircargosettlement.com).

On behalf of the Lufthansa Settlement Class, Plaintiffs entered into the Lufthansa Settlement. Lufthansa has agreed to pay \$85 million (plus accrued interest) and provide Settlement Class Counsel with cooperation in their continuing litigation against the other Defendants. The \$85 million paid by Lufthansa plus accrued interest (the “Lufthansa Settlement Fund”) will be subject to a reduction to account for the amount that Settlement Class Members who exclude themselves from the Lufthansa Settlement Class would have received had they stayed in the Lufthansa Settlement Class and submitted a valid Claim Form. See Settlement Agreement, paragraph 46. Also if Lufthansa settles with any entity that excludes itself from the Lufthansa Settlement Class for an amount greater than it would have received under the terms of the Lufthansa Settlement, Lufthansa will be required to make additional settlement payments to the Lufthansa Settlement Class. See Settlement Agreement, paragraph 65. Lufthansa will be released from all claims asserted against it on behalf of the Lufthansa Settlement Class in the Action. The Action will proceed against the non-settling Defendants. The Action will also proceed against Lufthansa for all claims alleged in the Action that are not released under the terms of the Lufthansa Settlement Agreement.

A. Cooperation Requirements

Lufthansa’s cooperation under the Lufthansa Settlement Agreement includes production of:

- documents and materials regarding Lufthansa’s sales of Airfreight Shipping Services within, to, or from the United States;
- all documents regarding actual or potential communications between two or more Defendants relating to pricing or customers for Airfreight Shipping Services; and
- all documents regarding air cargo commerce within, to, or from the United States that Lufthansa has produced to the United States Department of Justice, the European Commission, or any other national competition authority investigating the air cargo industry (but excluding documents created by Lufthansa’s attorneys for such investigation).

Additionally, Lufthansa has agreed it may produce other documents relevant to Plaintiffs’ claims upon reasonable request.

The cooperation provided for under the Lufthansa Settlement Agreement also requires Lufthansa to meet with Settlement Class Counsel as often as is reasonable and necessary to support the prosecution of the Action. These meetings include the requirement that Lufthansa give a detailed proffer providing all facts

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

known regarding the alleged anticompetitive conduct.

Lufthansa has also agreed to make available for interviews, declarations or affidavits, depositions, and trial testimony current and former directors, officers, and employees of Lufthansa who have been interviewed by the U.S. Department of Justice, the European Commission, and any other national competition authority investigating the air cargo industry. Lufthansa has agreed to produce at trial and/or deposition, or through affidavits or declarations, representatives qualified to establish for admission into evidence documents Lufthansa produces in this Action and evidence of Lufthansa's sales of Airfreight Shipping Services and/or related surcharges.

B. The Release

IF YOU DO NOT EXCLUDE YOURSELF FROM THE LUFTHANSA SETTLEMENT CLASS WHEN THE LUFTHANSA SETTLEMENT AGREEMENT BECOMES FINAL YOU WILL BE RELEASING LUFTHANSA FOR THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASE IN THE LUFTHANSA SETTLEMENT AGREEMENT – EVEN IF YOU DO NOT FILE A CLAIM FORM OR PARTICIPATE IN THE LUFTHANSA SETTLEMENT FUND.

In exchange for Lufthansa's payment of \$85 million (subject to reduction for Lufthansa Settlement Class Members who exclude themselves) and Lufthansa's substantial cooperation, Lufthansa Settlement Class Members will be bound by the following release of claims, which will be included in the class judgment, as set forth in the Settlement Agreement:

"Claims" shall mean any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, or remedies (whether equitable or legal).

"Released Parties" shall refer jointly and severally, individually and collectively, to Lufthansa, its predecessors, successors, parents, subsidiaries, divisions, departments, affiliates, heirs, executors, administrators, and any and all past, present, and future officers, directors, stockholders, partners, agents, attorneys, servants, employees, and assignees. Notwithstanding the foregoing, "Released Parties" does not include (i) any other defendant formerly or currently named in the Actions; (ii) any other defendant subsequently added or joined in the Actions; (iii) any other co-conspirator; and/or (iv) any former Lufthansa employee officer or director who is determined to have refused to cooperate with reasonable requests for interviews, declarations or affidavits, depositions or trial testimony by Settlement Class Counsel (an invocation of the right of self-incrimination shall be deemed a refusal to cooperate).

"Releasing Parties" shall refer individually and collectively, to Plaintiffs and all [Lufthansa] Settlement Class Members, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer, and to Settlement Class Counsel, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer.

[T]he Releasing Parties shall be deemed to and do hereby remise, release, and forever discharge the Released Parties of and from any and all Claims arising from or in any way related to, the pricing of or compensation related to airfreight cargo shipping services provided by Lufthansa, any other air cargo carrier (including, without limitation, those defendants named in the Actions), and/or any named or unnamed co-conspirators, for shipments within, to, or

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

from the United States (and specifically including, without limitation, Claims in any way related to cargo rates, fuel surcharges, security surcharges, United States customs surcharges, war risk surcharges, commissions, incentives, rebates, credits, yields, or any other element of the price of or the compensation related to airfreight cargo shipping services), whether such Claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, including known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated Claims that have been, could have been, or in the future might be asserted by any of the Releasing Parties in any action or proceeding in any court or forum, in any country or other jurisdiction worldwide, regardless of legal theory, and regardless of the type or amount of relief or damages claimed.

Nothing herein shall be construed to release any individual claims based upon negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, or similar claims relating to Airfreight Shipping Services made in a manner consistent with the Warsaw Convention. Further, nothing herein shall be construed to release any claim based solely upon conduct occurring after September 30, 2006. Lufthansa expressly reserves all rights and defenses with respect to any non-released claims.

The Releasing Parties covenant not to sue any Released Party for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or related to the Actions or the Claims released [in the preceding paragraphs]. This Paragraph shall not apply to any action to enforce [the Lufthansa] Settlement Agreement. . . .

The [release described above and the covenant described above] constitute a full and final release by the Releasing Parties.

This release ... constitutes a waiver of Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, each of which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,” and a waiver of any similar provision, statute, regulation, rule, or principle of law or equity of any other state or applicable jurisdiction. In connection with the waiver and relinquishment set forth in this paragraph, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of [the Lufthansa] Settlement Agreement, but that it is their intention ... to release fully, finally, and forever all Claims released [in the release set out above], and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

* * * * *

The Lufthansa Settlement Agreement does not settle or compromise any Claims other than those set out therein. All rights of any Lufthansa Settlement Class Member against former, current, or future defendants or co-conspirators, any former Lufthansa employee, officer or director who is determined to have refused to cooperate with reasonable requests for interviews, declarations or affidavits, depositions or trial testimony by Settlement Class Counsel, or any other person or entity other than the Released Parties are specifically reserved by Plaintiffs and the Lufthansa Settlement Class Members.

III. THE CANADIAN CLASS ACTION

Included in this mailing is a notice regarding a Canadian class action settlement with Lufthansa (the

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

“Canadian Lufthansa Settlement”). The Canadian Lufthansa Settlement pertains to: All persons and entities that purchased Airfreight Shipping Services from any air cargo carrier for shipments within, to, or from Canada during the period from January 1, 2000 to September 11, 2006, including those persons and entities that purchased Airfreight Shipping Services through freight forwarders.

However, all airfreight cargo shipments from Canada into the United States and from the United States into Canada will be governed by the United States Lufthansa Settlement discussed here, and not the Canadian Lufthansa Settlement.

IV. THE OPTIONS AVAILABLE TO CLASS MEMBERS UNDER THIS SETTLEMENT

A. Remain in the Lufthansa Settlement Class and Submit a Claim Form

If you are a person or entity that falls within the definition of the Lufthansa Settlement Class found in Section I (C) above, then you will be a Member of the Lufthansa Settlement Class unless you elect to be excluded. As a Member of the Lufthansa Settlement Class, your interests will be represented by the representative plaintiffs and Settlement Class Counsel. However, you may have your own attorney appear on your behalf at your expense.

If you received this Notice by mail you have also received a Claim Form. If you are reviewing this Notice online, or received a copy by some means other than by mail from the Air Cargo Settlement Claims Administrator, you may request a Claim Form online at www.aircargosettlement.com, or by calling the Air Cargo Settlement Claims Administrator: U.S. & Canada (Toll-Free) at 1 (800) 749-3518; or International (Toll) at 1 (941) 906-4822. A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online. You may also request a Claim Form by writing to the Air Cargo Settlement Claims Administrator at Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162, USA.

Completed Claim Forms must be returned to the Air Cargo Settlement Claims Administrator at Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162, USA. They must be postmarked no later than February 12, 2009. If you fail to mail a timely, properly addressed Claim Form, your claim may be rejected and you may be precluded from any recovery from the Lufthansa Settlement Fund.

B. Exclude Yourself from the Lufthansa Settlement Class

To exclude yourself from the Lufthansa Settlement Class, you must submit a written request that must clearly state:

- (1) your name, address, and phone number;**
- (2) all trade names or business names and addresses you or your business has used, as well as any parents, subsidiaries or affiliates that have purchased Airfreight Shipping Services at any time during the dates January 1, 2000 to September 11, 2006 who are also requesting to be excluded from the Lufthansa Settlement Class;**
- (3) the name of the Action (*In re Air Cargo Shipping Services Antitrust Litigation*);**
- (4) a signed statement that “I/we hereby request that I/we be excluded from the Lufthansa Settlement Class in the *Air Cargo Shipping Services Antitrust Litigation, MDL 1775*”; and**

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

- (5) you are also requested to identify all air carriers from whom you purchased Airfreight Shipping Services and estimate the total amount you paid for Airfreight Shipping Services from January 1, 2000 to September 11, 2006.

Requests for exclusion from the Lufthansa Settlement must be sent by First-Class mail (you are requested, but not required, to submit your exclusion request by certified mail), postmarked no later than November 12, 2008, to:

**Air Cargo Settlement
c/o The Garden City Group, Inc.
P.O. Box 9162
Dublin, OH 43017-4162 USA**

In order to be excluded from the Lufthansa Settlement Class, you must timely request exclusion in the manner set forth here even if you have filed or intend to file your own lawsuit against any of the Defendants based on claims that arise out of the conduct at issue in this litigation.

If you exclude yourself from the Lufthansa Settlement Class, you will not be bound by the Lufthansa Settlement Agreement and can independently pursue claims you may have against Lufthansa at your own expense. However, if you exclude yourself, you will not be eligible to share in the Lufthansa Settlement Fund. Information concerning exclusion is also available on the Settlement website, www.aircargosettlement.com.

C. Object to the Terms of the Settlement

If you have not requested exclusion from the Lufthansa Settlement Class and you object to the settlement, you may appear in person or through counsel (at your own expense), at the Fairness Hearing to present any evidence or argument that the Court deems proper and relevant.

In order to have your objections considered by the Court, you must submit a written objection that includes:

- (1) a notice of intention to appear;
- (2) proof of membership in the Lufthansa Settlement Class; and
- (3) the specific grounds for the objection and any reasons why you desire to appear and be heard, as well as all documents or writings that you would like the Court to consider.

Such written objection must be both filed with the Court and mailed to Settlement Class Counsel and Lufthansa's Counsel at the addresses provided below in Section VII, no later than November 12, 2008. Any person that fails to object in this manner shall be deemed to have waived its objections and will forever be barred from making any such objections in the Action or in any other action or proceeding, unless otherwise excused for good cause shown, as determined by the Court.

D. Do Nothing

If you do not exclude yourself from the Lufthansa Settlement Class and you do not submit a Claim Form, you will not be eligible to receive payment from the Lufthansa Settlement Fund and you will be releasing Lufthansa from the claims described in the Release.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com
A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

V. PLAN OF ALLOCATION

The Court has approved a plan for the allocation of the Settlement Fund (net of Court approved attorneys' fees and reimbursed litigation expenses among Lufthansa Settlement Class Members; taxes on and tax-related expenses of the Lufthansa Settlement Fund, if any; the reductions for exclusions described in Section II of this Notice; and the arbitration expenses, if any, described in the Settlement Agreement, paragraph 61). The following is a summary of the Plan of Allocation ("POA").

The POA sets forth how the Lufthansa Settlement Fund (after the payment of Court approved attorneys' fees and expenses, and any other authorized expenses as set forth above) will be allocated and distributed to Lufthansa Class Members that submit valid Claim Forms. Both direct and indirect purchases of Airfreight Shipping Services are addressed in the POA. As set forth in Section I (C) above, "Airfreight Shipping Services" means airfreight cargo shipping services for shipments within, to, or from the United States. For purposes of calculating the pro rata share of any Lufthansa Class Member's recovery, purchase amounts in currencies other than dollars will be converted by the Settlement Claims Administrator to equivalent dollar amounts using currency exchange rates applicable on September 11, 2006.

A. Definitions

A **direct purchase** of Airfreight Shipping Services is any purchase of such services by a person or entity directly from any air cargo carrier without using a third party. For example, a manufacturer who pays an air cargo carrier for Airfreight Shipping Services has made a direct purchase. A freight forwarder who pays an air cargo carrier for Airfreight Shipping Services has made a direct purchase.

An **indirect purchase** of Airfreight Shipping Services is any purchase of such services by a person or entity where the purchaser's payment for the Airfreight Shipping Services is made to a person or entity other than the air cargo carrier providing the Airfreight Shipping Services. For example, a manufacturer who arranges for Airfreight Shipping Services using a freight forwarder and pays the freight forwarder has made an indirect purchase.

A purchase of Airfreight Shipping Services for shipments *from* or *within* the United States is an **Outbound** purchase. A purchase of Airfreight Shipping Services for shipments *to* the United States is an **Inbound** purchase.

A **U.S. purchaser** of Airfreight Shipping Services is a purchaser domiciled in the U.S. A **foreign purchaser** of Airfreight Shipping Services is a purchaser domiciled outside of the U.S.

B. Distribution – Direct Purchases

The POA allocates 82% of the Lufthansa Settlement Fund (after the payment of Court approved attorneys' fees and expenses, and any other authorized expenses as set forth above) to direct purchasers of Airfreight Shipping Services ("the Direct Fund"). For the purpose of calculating a Lufthansa Class Member's share of the Direct Fund, purchases of Inbound Airfreight Shipping Services (*i.e.*, to the United States) will be valued at 1.625 times the dollar amount of such purchases. No multiplier will apply to Outbound Airfreight Shipping Services (*i.e.*, from or within the United States). After calculating the preliminary shares of all direct U.S. and foreign purchasers (*i.e.*, the dollar amount of direct purchases of Airfreight Shipping Services), pursuant to the POA the Settlement Administrator will divide the direct purchaser claimants into two groups: U.S. direct purchasers and foreign direct purchasers. The preliminary shares allocated to direct purchaser claimants in the U.S. direct purchaser group will be final. The portion of the Direct Fund that is made up of the preliminary shares of the U.S. direct purchasers will be distributed to those U.S. direct purchaser claimants that submitted valid Claim Forms in proportion to their determined purchase amount.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

The preliminary shares allocated to foreign direct purchaser claimants will be added together to create the Foreign Fund. The Foreign Fund shall be further allocated as follows: 85 percent to the foreign direct purchasers (the "Foreign Direct Fund") and 15 percent to the foreign indirect purchasers (the "Foreign Indirect Fund"). For purposes of calculating final Lufthansa Class Member shares of the Foreign Direct Fund and Foreign Indirect Fund, Inbound Airfreight Shipping Services (*i.e.*, to the United States) will be valued at 1.625 times the dollar amount of such purchases. No multiplier will apply to Outbound Airfreight Shipping Services (*i.e.*, from or within the United States). After the dollar amounts of the foreign direct purchases of Airfreight Shipping Services are determined, the allocated percentage of such recovery will be distributed from the Foreign Fund to those foreign direct purchaser claimants that submitted valid Claim Forms in proportion to their determined purchase amount.

C. Distribution – Indirect Purchases

After the dollar amount of the foreign indirect purchasers of Airfreight Shipping Services are determined as set forth in the POA as described above, the allocated percentage of such recovery will be distributed from the Foreign Indirect Fund to those foreign indirect purchaser claimants that submitted valid Claim Forms in proportion to their determined purchase amount. Any money that remains in the Foreign Indirect Fund, as determined by the Court, after the payment of all valid foreign indirect purchaser claims will be added to the Foreign Direct Fund for distribution to foreign direct purchasers.

The remaining 18% of the Lufthansa Settlement Fund (after the payment of Court approved attorneys' fees and expenses) has been allocated to U.S. indirect purchasers of Airfreight Shipping Services. For purposes of calculating final Lufthansa Class Member shares of the portion of the Lufthansa Settlement Fund allocated to U.S. indirect purchasers of Airfreight Shipping Services, Inbound Airfreight Shipping Services (*i.e.*, to the United States) will be valued at 1.625 times the dollar amount of such purchases. No multiplier will apply to Outbound Airfreight Shipping Services (*i.e.*, from or within the United States). After the dollar amount of indirect purchases of Airfreight Shipping Services is determined, the Indirect Fund will be distributed to those Lufthansa Class Members that submitted valid Claim Forms in proportion to their purchase amounts. To the extent that the Indirect Fund is not depleted, the remaining balance will be added to the Direct Fund to be distributed to direct purchasers.

VI. ATTORNEYS' FEES AND COSTS

To date, the attorneys representing the Plaintiffs and the proposed Class (including the Lufthansa Settlement Class) in this Action have not received payment for their services or reimbursement for their expenses. As noted previously, you are not personally responsible for payment of attorneys' fees or expenses. As compensation for their time and the risk in prosecuting the litigation on a wholly contingent fee basis, Settlement Class Counsel will ask the Court for an award of attorneys' fees – to be deducted from the Lufthansa Settlement Fund – in an amount not to exceed 30% of the Lufthansa Settlement Fund, as well as reimbursement for their expenses actually incurred in the prosecution of the litigation, which will not exceed \$2.5 million.

VII. THE FAIRNESS HEARING AND THE RIGHT TO OBJECT

The Court has scheduled a "Fairness Hearing" for December 12, 2008 at 11:30 a.m. to be held in the Ceremonial Courtroom of the United States District Court for the Eastern District of New York, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. At the Fairness Hearing the Court will determine if the proposed Lufthansa Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and litigation expenses at the Fairness Hearing. The time and date of the Fairness Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

If you do not exclude yourself from the Lufthansa Settlement Class, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Lufthansa Settlement Agreement or other applications should or should not be approved as fair, reasonable and adequate. However, if you wish to appear you must submit a written statement, along with any materials you wish the Court to consider, which must be received by the Court (addressed to the Clerk of the Court at the address provided above) no later than November 12, 2008, and must be sent to Settlement Class Counsel and Counsel for Lufthansa at:

Counsel for Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd.

Eric J. Mahr Natalya K. Scimeca WILMER CUTLER PICKERING HALE AND DORR LLP 1875 Pennsylvania Avenue, N.W. Washington, D.C. 20006 (202) 663-6000 Eric.Mahr@wilmerhale.com Natalya.Scimeca@wilmerhale.com
--

Settlement Class Counsel

Michael D. Hausfeld COHEN, MILSTEIN, HAUSFELD & TOLL P.L.L.C. 1100 New York Avenue, N.W., Suite 500 West Washington, D.C. 20005 (202) 408-4600 mhausfeld@CMHT.com	Hollis Salzman LABATON SUCHAROW LLP 140 Broadway New York, NY 10005 (212) 907-0700 hsalzman@labaton.com
Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 850 Third Avenue New York, NY 10022 (212) 687-1980 rkaplan@kaplanfox.com	Howard J. Sedran LEVIN, FISHBEIN, SEDRAN & BERMAN 510 Walnut Street Philadelphia, PA 19106 (215) 592-1500 hsedran@lfsblaw.com
Henry A. Cirillo THE FURTH FIRM LLP 225 Bush Street, 15th Floor San Francisco, CA 94104 (415) 433-2070 hcirillo@furth.com	W. Joseph Bruckner LOCKRIDGE GRINDAL NAUEN P.L.L.P. 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401 (612) 339-6900 wjbruckner@locklaw.com
Steven N. Williams (SW-6198) COTCHETT, PITRE & MCCARTHY 840 Malcolm Road, Suite 200 Burlingame, CA 94010 (650) 697-6997 swilliams@cpmlegal.com	Christopher Lovell LOVELL STEWART HALEBIAN LLP 500 Fifth Avenue, Suite 58 New York, NY 10110 (212) 608-1900 clovell@lshllp.com

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

VIII. CHANGE OF ADDRESS

If this Notice reached you at an address other than the one preprinted on the Claim Form, or if your address changes, please enter your current information online at www.aircargosettlement.com, or send it to the Air Cargo Settlement Claims Administrator at:

Air Cargo Settlement
c/o The Garden City Group, Inc.
P.O. Box 9162
Dublin, OH 43017-4162 USA

IX. AIR CARGO SETTLEMENT CLAIMS ADMINISTRATOR

More information about the Lufthansa Settlement is available on the official settlement website at www.aircargosettlement.com. If the answer to your question cannot be located on the website, you may contact the Air Cargo Settlement Claims Administrator by email: administrator@aircargosettlement.com. You may also contact the Air Cargo Settlement Claims Administrator by telephone. In the U.S. and Canada, you can call toll free 1 (800) 749-3518. Toll charges apply if you call the U.S. and Canada toll-free number from a location outside those countries. From locations other than the U.S. and Canada, you may call the following number: 1 (941) 906-4822. Toll charges apply for calls made to this telephone number. See the enclosed list of toll-free and toll telephone numbers by country for the Air Cargo Settlement Claims Administrator. You may also write to the Air Cargo Settlement Claims Administrator at the following address:

Air Cargo Settlement
c/o The Garden City Group, Inc.
P.O. Box 9162
Dublin, OH 43017-4162 USA

This Notice is also available in many additional languages. If you need these materials in a language other than English, please visit the website, call the information phone line, write the Air Cargo Settlement Claims Administrator at the address above, or send an email to administrator@aircargosettlement.com.

X. ADDITIONAL INFORMATION

The Lufthansa Settlement Agreement and other documents filed in this Action are available online, at www.aircargosettlement.com, and also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. If you have questions about this Notice or the Lufthansa Settlement Agreement, you may contact any of the Settlement Class Counsel listed below in writing at the following addresses:

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com
A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

<p>Michael D. Hausfeld COHEN, MILSTEIN, HAUSFELD & TOLL P.L.L.C. 1100 New York Avenue, N.W., Suite 500 West Washington, D.C. 20005 (202) 408-4600 mhausfeld@CMHT.com</p> <p>Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 850 Third Avenue New York, NY 10022 (212) 687-1980 rkaplan@kaplanfox.com</p> <p>Henry A. Cirillo THE FURTH FIRM LLP 225 Bush Street, 15th Floor San Francisco, CA 94104 (415) 433-2070 hcirillo@furth.com</p> <p>Steven N. Williams (SW-6198) COTCHETT, PITRE & MCCARTHY 840 Malcolm Road, Suite 200 Burlingame, CA 94010 (650) 697-6997 swilliams@cpmlegal.com</p>	<p>Hollis Salzman LABATON SUCHAROW LLP 140 Broadway New York, NY 10005 (212) 907-0700 hsalzman@labaton.com</p> <p>Howard J. Sedran LEVIN, FISHBEIN, SEDRAN & BERMAN 510 Walnut Street Philadelphia, PA 19106 (215) 592-1500 hsedran@lfsblaw.com</p> <p>W. Joseph Bruckner LOCKRIDGE GRINDAL NAUEN P.L.L.P. 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401 (612) 339-6900 wjbruckner@locklaw.com</p> <p>Christopher Lovell LOVELL STEWART HALEBIAN LLP 500 Fifth Avenue, Suite 58 New York, NY 10110 (212) 608-1900 clovell@lshllp.com</p>
---	--

DO NOT CONTACT THE JUDGE OR THE CLERK OF COURT

Dated: April 4, 2008

BY ORDER OF THE COURT

Clerk of Court
United States District Court
for the Eastern District of New York
United States Courthouse
225 Cadman Plaza East
Brooklyn, NY 11201

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com
A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

This page intentionally left blank

NUTECH BRANDS INC. v. AIR CANADA
CARGO et al

Ontario Superior Court of Justice
Court File No. 50389CP

KAREN McKAY v. ACE AVIATION
HOLDING INC. et al

Supreme Court of British Columbia
Vancouver Registry No. S-067490

CARTISE SPORTS INC. v. DEUTSCHE
LUFTHANSA AG et al

Québec Superior Court
500-06-000344-065

**NOTICE OF PROPOSED SETTLEMENT
OF CANADIAN CLASS ACTIONS WITH DEFENDANTS
DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, AND
SWISS INTERNATIONAL AIR LINES LTD.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ CAREFULLY**

TO: All persons and entities that purchased air cargo shipping services from any air cargo carrier for shipments within, to, or from Canada (except shipments between Canada and the United States) during the period from January 1, 2000 to September 11, 2006, including those persons and entities that purchased air cargo shipping services through freight forwarders.

This Notice has been directed to you because your legal rights may be affected by the settlement of certain class action lawsuits pending in Canada against Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (throughout this Notice, these three companies will be referred to as "Lufthansa"). These lawsuits were filed by certain plaintiffs on behalf of you and other class members who purchased air cargo shipping services from Lufthansa for shipments within, to, or from Canada (except shipments between Canada and the United States). The lawsuits allege that Lufthansa, along with numerous other air cargo carriers, conspired to fix the prices of air cargo shipping services in violation of Canadian competition law. Lufthansa has entered into a Settlement Agreement with the Canadian plaintiffs, which includes, among other things, the payment of USD \$5,338,000 by Lufthansa to the Canadian classes, and the provision by Lufthansa of information that will assist the classes in pursuing their claims against other air cargo carriers involved in the alleged price fixing conspiracy.

A similar class action lawsuit is pending in the United States. A Settlement Agreement has been reached in the United States between the U.S. plaintiffs and Lufthansa. If you purchased Air Cargo Shipping Services for shipments between the United States and Canada you are included as a class member in the U.S. Settlement Agreement and you must refer to the U.S. Notice of Proposed Class Action Settlement to review how your rights are affected. The U.S. Settlement Agreement and the U.S. Notice of Proposed Class Action Settlement are available at www.aircargosettlement.com.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

I. WHAT IS A CLASS ACTION LAWSUIT?

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding brought by representative plaintiffs. This avoids the necessity for hundreds or even thousands of people to file similar individual lawsuits, enables the court to resolve these claims in a more efficient and economical way, and seeks to assure that people with similar claims are treated similarly. In a class action, the court has a responsibility to ensure that prosecution and resolution of the class claims by the representative plaintiffs and the lawyers representing the class (here, because Settlements have been reached, "Settlement Class Counsel") are fair. Settlement Class Members are NOT individually responsible for the costs or fees of Settlement Class Counsel, which are subject to court award. In this case, all such costs and fees will be paid from the Settlement Fund.

II. OVERVIEW OF THE CANADIAN CLASS ACTION LAWSUITS

Class action lawsuits are currently pending against Lufthansa in three separate Canadian courts: the Supreme Court of British Columbia, the Ontario Superior Court of Justice, and the Québec Superior Court (collectively the "Canadian Class Actions"). Plaintiffs allege that Lufthansa and other Defendants participated in a conspiracy to fix, raise, maintain, or stabilize prices of air cargo shipping services, through a number of mechanisms, including, inter alia, levying inflated surcharges, jointly agreeing to eliminate or prevent discounting on prices charged for air cargo shipping, and agreeing on yields and customer allocations. Plaintiffs allege that, as a result, they and Canadian Settlement Class Members paid substantially more for air cargo shipping services than they would have paid in the absence of this alleged conduct.

The Canadian Class Actions deal in large part with surcharges charged by Defendants. Surcharges are fees, in addition to normal air cargo shipping rates, that air cargo carriers charge to customers, purportedly to compensate the air cargo carriers for certain external costs, including, for example, increased costs for fuel and increased costs related to security measures taken after the September 2001 attacks in the United States. Plaintiffs allege that Defendants participated in a conspiracy to set the prices of these surcharges, as well as the yields collected by Defendants.

Lawyers for Lufthansa and Canadian Settlement Class Counsel each conducted an extensive investigation and economic analysis with respect to the damages allegedly suffered by the Settlement Classes due to the Defendants' alleged conduct. As a result, Plaintiffs obtained significant knowledge regarding the claims and defenses in this case before executing the Canadian Settlement Agreement.

III. SUMMARY OF THE PROPOSED CANADIAN SETTLEMENT AGREEMENT

The following description of the proposed Canadian Settlement Agreement is only a summary. The Canadian Settlement Agreement can be viewed at a website created for this Settlement (www.aircargosettlement.com).

A. The Settlement Agreement Approval Process

All three Canadian Courts must approve the Canadian Settlement Agreement before it enters into effect. Each Court will hold a public hearing in which arguments will be made as to why the Canadian Settlement Agreement should be approved. Implementation of the Canadian Settlement Agreement is dependent upon approval of the U.S. Settlement Agreement in the U.S. Court. In the event that the U.S. Settlement Agreement is not approved by the U.S. Court, the Canadian Plaintiffs and Lufthansa each may choose to terminate the Canadian Settlement Agreement.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

B. Overview of the Canadian Settlement Agreement

1. Settlement Class Membership and Representation

The Canadian Settlement Agreement creates three Settlement Classes. Each Settlement Class falls under the jurisdiction of one Court. Thus, legal and natural persons resident in British Columbia fall within the British Columbia Settlement Class and the jurisdiction of the Supreme Court of British Columbia; legal and natural persons resident in Québec (including corporations with 50 or less employees) comprise the Québec Settlement Class and fall under the jurisdiction of the Québec Superior Court; and legal and natural persons excluding members of the British Columbia Settlement Class or the Québec Settlement Class fall within the Ontario Settlement Class and under the jurisdiction of the Ontario Superior Court of Justice.

Collectively, the British Columbia Settlement Class, the Québec Settlement Class, and the Ontario Settlement Class include:

All persons who purchased Airfreight Shipping Services to, from, or within Canada during the period from January 1, 2000 to September 11, 2006, including those Persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa. Excluded from the Settlement Class(es) are the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors.

In order to be a member of one or more of the Settlement Classes you must have made at least one purchase of air cargo shipping services during the period from January 1, 2000 through September 11, 2006.

PURCHASES OF AIR CARGO SHIPPING SERVICES FOR SHIPMENTS BETWEEN THE UNITED STATES AND CANADA DURING THE SETTLEMENT CLASS PERIOD FALL UNDER THE U.S. SETTLEMENT AGREEMENT AND NOT THE CANADIAN SETTLEMENT AGREEMENT. IF YOU PURCHASED AIR CARGO SHIPPING SERVICES FOR SHIPMENTS BETWEEN THE UNITED STATES AND CANADA YOU ARE A CLASS MEMBER IN THE U.S. CLASS ACTION AND YOU MUST REFER TO THE U.S. NOTICE OF PROPOSED SETTLEMENT TO REVIEW HOW YOUR RIGHTS ARE AFFECTED.

The following law firms are Counsel for the Canadian Settlement Classes (“Canadian Settlement Class Counsel”): Siskinds^{LLP}, Sutts, Strosberg^{LLP}, Harrison Pensa^{LLP}, Camp Fiorante Matthews, and Liebman & Associés.

2. Benefits to the Settlement Classes from the Canadian Settlement Agreement

The Canadian Settlement Fund: Subject to the terms of the Canadian Settlement Agreement, Lufthansa has agreed to pay USD \$5,338,000 into the Settlement Fund for the benefit of the Canadian Settlement Classes.

Cooperation: Under the terms of the Canadian Settlement Agreement, Lufthansa authorizes Canadian Settlement Class Counsel, and/or their experts to participate in any proceedings, depositions, attorney meetings, or interviews in which U.S. Settlement Class Counsel participate under the terms of the U.S. Settlement Agreement and that Canadian Settlement Class Counsel reasonably believes relate to air cargo shipping services within, to, or from Canada during the relevant time period. The Canadian Settlement Classes are also entitled to any and all cooperation materials that have been or will be provided by Lufthansa to U.S. Settlement Class Counsel. In addition, Lufthansa will provide, at its own expense, current or former directors, officers and employees for interviews, declarations and/or affidavits, depositions, and testimony at trial, under the specific terms set out in the Canadian Settlement Agreement. Lufthansa will make reasonable efforts to have former directors, officers, and employees appear for interviews, depositions, and trial testimony and provide declarations and/or affidavits.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

As outlined above, Lufthansa has agreed to provide extensive cooperation and support for the Settlement Class' continuing litigation against the Defendants who are named as parties in the lawsuits.

Lufthansa does not admit through the execution of the Canadian Settlement Agreement any allegation of unlawful conduct. If a Settlement were not reached in these cases, Lufthansa would assert a number of defenses to Plaintiffs' claims.

C. The Release

IF YOU DO NOT EXCLUDE YOURSELF FROM THE CANADIAN CLASS ACTIONS, WHEN THE SETTLEMENT AGREEMENT BECOMES FINAL, YOU WILL BE RELEASING LUFTHANSA FOR ALL CLAIMS ASSOCIATED WITH THIS CASE AND YOU WILL BE BOUND BY THE RELEASE AND/OR COVENANT NOT TO SUE, WHICH IS CONTAINED IN THE CANADIAN SETTLEMENT AGREEMENT. QUÉBEC SETTLEMENT CLASS MEMBERS WHO HAVE COMMENCED PROCEEDINGS OR COMMENCE PROCEEDINGS AND FAIL TO DISCONTINUE SUCH PROCEEDINGS BY THE DEADLINE FOR EXCLUSION FROM THE QUÉBEC CLASS SHALL BE DEEMED TO HAVE OPTED OUT.

The Release contained in the Canadian Settlement Agreement is set forth below:

Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, including Lufthansa's commitment to provide continuing compliance with the cooperation provisions of this Settlement Agreement set forth in [this Agreement], the Releasing Parties shall be deemed to, and do hereby, release and forever discharge the Released Parties of and from any and all Claims arising from or in any way related to the Released Claims.

"Released Parties" means, jointly and severally, individually and collectively, Lufthansa, and all of its respective present and former, direct and indirect, predecessors, successors, parents, subsidiaries, divisions, departments, affiliates, heirs, executors, administrators, and any and all past, present, and future officers, directors, stockholders, partners, agents, attorneys, servants, employees, and assignees. Notwithstanding the foregoing, "Released Parties" does not include any other Defendant who was formerly or is currently, named in the Actions or who may be named in the Actions in the future.

"Releasing Parties" means, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer, who do not validly and timely opt out of the Actions in the manner and time prescribed below, and Class Counsel, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer.

"Released Claims" means any Claims arising from, or in any way related to, the pricing of or compensation related to Airfreight Shipping Services (specifically including, without limitation those Claims in any way related to cargo rates, fuel surcharges, security surcharges, customs surcharges, war risk surcharges, navigation surcharges, commissions, incentives, rebates, credits, and yields), whether based on federal or provincial law, statutory or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, including known or unknown, suspected or

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated Claims (specifically including, without limitation those Claims in any way related to cargo rates, fuel surcharges, security surcharges, customs surcharges, war risk surcharges, navigation surcharges, commissions, incentives, rebates, credits, and yields), that have been, could have been, or in the future may be asserted by any of the Releasing Parties in any action or proceeding in any court or forum, in any country or other jurisdiction worldwide regardless of legal theory, and regardless of the type or amount of relief or damages claimed. Nothing herein shall be construed to include within "Released Claims" any Claims solely relating to conduct occurring after the Execution Date of this Settlement Agreement.

Notwithstanding the Release contained in the Canadian Settlement Agreement, for Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Canadian Settlement Agreement provides that those Settlement Class Members do not release Lufthansa but instead covenant and undertake not to sue, make any Claim in any way or to threaten, commence, or continue any Claim in any jurisdiction against Lufthansa, for claims associated with this case.

The Canadian Settlement Agreement does not settle or compromise any claims other than these Released Claims against the Lufthansa Released Parties. All rights of any Settlement Class Member against former, current, or future Defendants or co-conspirators or any other person or entity other than the Released Parties are specifically reserved by Plaintiffs and the Canadian Settlement Class Members.

D. Canadian Settlement Class Counsel Fees and Costs

The fees, disbursements, and taxes of Canadian Settlement Class Counsel will be fixed by the Courts and will be paid out of the Canadian Settlement Fund. The amounts sought for Canadian Settlement Class Counsel fees will not exceed 25% of the Canadian Settlement Fund, plus disbursements and taxes incurred to the date settlement approval is granted by the Courts. Additionally, Canadian Settlement Class Counsel reserve the right to bring motions to the Courts for payment out of the Canadian Settlement Fund for any future adverse cost awards to a maximum of CDN \$500,000 and future disbursements to a maximum of CDN \$500,000.

IV. HOW TO REGISTER TO RECEIVE FURTHER INFORMATION AND SETTLEMENT BENEFITS

Canadian Settlement Class Counsel are proposing to hold the Canadian Settlement Fund in trust for the future benefit of Canadian Settlement Class Members. If you received this Notice by mail, you need not take any steps to ensure that further information will be mailed to you. **If, however, you did not receive this Notice by mail, you must register with the Claims Administrator to ensure that further information will be sent to you by mail, including notice regarding any future distribution of the Canadian Settlement Fund.**

You may register online at www.aircargosettlement.com, by completing the Online Registration Form, or by downloading and mailing your completed Registration Form to the Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162, USA. To register you may also call the Air Cargo Settlement: U.S. or Canada (Toll-Free) at 1 (800) 749-3518; or International (Toll) at 1 (941) 906-4822. A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online. You may also write to the Air Cargo Settlement Claims Administrator at the address listed here to request a Registration Form.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;

INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

V. HOW TO EXCLUDE YOURSELF FROM A CLASS

You will be bound by the terms of the Canadian Settlement Agreement, if approved, unless you “opt out.” If you choose to remain in the Canadian Settlement Classes and do not opt out, you will not be able to bring or maintain any other claim or legal proceeding alleging acts in violation of the Competition Act, such as price-fixing, or other claims relating to the alleged conduct in the market for air cargo shipping. No further right to opt out of the Canadian Class Actions will be provided in the future. If you opt out of the Canadian Class Actions, you will not be able to participate in the Canadian Settlement Agreement or in any further settlement or judgment achieved against the other non-settling Defendants.

Ontario and/or British Columbia Settlement Classes: If you wish to exclude yourself from one of these Classes, you must do so by sending a written request for exclusion, by certified mail, return receipt requested, postage prepaid, postmarked on or before November 12, 2008, to the following address:

Air Cargo Settlement
c/o The Garden City Group, Inc.
P.O. Box 9162
Dublin, OH 43017-4162 USA

Québec Settlement Class: If you wish to exclude yourself from the Québec Settlement Class, you must do so by sending a written request for exclusion, by certified mail, return receipt requested, postage prepaid, postmarked on or before November 12, 2008, to the following address:

Clerk of the Superior Court of Québec
1 Notre-Dame Street East
Montréal, Québec H2Y 1B6

Required Information: All requests for exclusion from the Canadian Class Actions must clearly state:

- your name, address, and phone number
- all trade names or business names and addresses you or your business has used, as well as any parents, subsidiaries or affiliates that have purchased air cargo shipping services at any time during the relevant period and are also requesting to be excluded from the Settlement Class
- the name of the case (*Canadian Air Cargo Shipping Services Class Actions*)
- the Class(es) from which you wish to be excluded
- the value of all air cargo shipping services you have purchased between January 1, 2000 and September 11, 2006
- a signed statement that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *Canadian Air Cargo Shipping Services Class Action*.”

IN ORDER TO BE EXCLUDED FROM THE CANADIAN CLASS ACTIONS, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE EVEN IF YOU HAVE FILED OR INTEND TO FILE YOUR OWN LAWSUIT AGAINST ANY OF THE DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THIS LITIGATION. QUÉBEC SETTLEMENT CLASS MEMBERS WHO HAVE COMMENCED PROCEEDINGS OR COMMENCE PROCEEDINGS AND FAIL TO DISCONTINUE SUCH PROCEEDINGS BY THE DEADLINE FOR EXCLUSION FROM THE QUÉBEC CLASS SHALL BE DEEMED TO HAVE OPTED OUT.

VI. THE SETTLEMENT APPROVAL HEARINGS

You are not required to attend a settlement approval hearing.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

In Canada, each Court must approve the Canadian Settlement Agreement for the Agreement to enter into effect. A motion to approve the Canadian Settlement Agreement will be heard by the Ontario Superior Court of Justice in the City of London on January 28, 2009 at 10:00 a.m., the Superior Court of Québec in the City of Montreal on March 9 and 10, 2009 at 9:00 a.m., and the Supreme Court of British Columbia in the City of Vancouver on February 27, 2009 at 10:00 a.m. Settlement Class Members are entitled to appear and make submissions at the hearings with respect to the Canadian Settlement Agreement. If you wish to comment on or make an objection to the settlement, a written submission must be delivered by November 12, 2008 to each of the lawyers identified below:

<p>Objections from Settlement Class Members, other than Québec Settlement Class Members, should be sent to Canadian Settlement Class Co-Counsel:</p> <p>Charles M. Wright Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 1-800-461-6166</p> <p>Objections from Québec Settlement Class Members should be sent to Québec Settlement Class Counsel:</p> <p>Irwin Liebman Liebman Associés 1 Westmount Square #1500 Montreal, Québec H3Z 2P9 (514) 846-0666</p>	<p>Robert E. Kwinter Blake, Cassels & Graydon LLP 199 Bay Street Suite 2800, Commerce Court West Toronto, ON M5L 1A9 (416) 863-2400</p> <p>Canadian Counsel for Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd.</p>
---	--

All submissions will be forwarded to the appropriate Court, and all filed written submissions will be considered by the appropriate Court. If you do not file a written submission by November 12, 2008 you will not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

The time and date of any of the hearings may be continued or rescheduled without further notice.

VII. AIR CARGO SETTLEMENT CLAIMS ADMINISTRATOR

More information about the Settlement is available on the official settlement website at www.aircargosettlement.com. The website lists an email address you may use to contact the Air Cargo Settlement Claims Administrator. You may also contact the Air Cargo Settlement Claims Administrator by telephone: U.S. or Canada (Toll-Free) at 1 (800) 749-3518; or International (Toll) at 1 (941) 906-4822. Toll charges apply if you call the U.S. and Canada toll-free number from a location outside those countries. A complete list of toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online at www.aircargosettlement.com. You may also write to the Air Cargo Settlement Claims Administrator at the following address:

Air Cargo Settlement
c/o The Garden City Group, Inc.
P.O. Box 9162
Dublin, OH 43017-4162 USA

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com

A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

This Notice is available in many additional languages. If you need these materials in a language other than English, please visit the website, call the information phone line, write the Air Cargo Settlement Claims Administrator at the address above or send an email to administrator@aircargosettlement.com.

VIII. ADDITIONAL INFORMATION

Any corrections or changes of name or address for Canadian Settlement Class Members should not be directed to the Court. If your name and/or address has changed since you received this Notice, you should notify the Air Cargo Settlement Claims Administrator of the change. You may do so online at www.aircargosettlement.com or by writing to the Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162 USA. You may also call the Air Cargo Settlement Claims Administrator at the telephone numbers discussed above in Section VII.

Any questions that you have concerning the matters contained in this Notice with respect to the Settlement Classes may be directed in writing to Canadian Settlement Class Counsel, as follows:

<p>Settlement Class Members, other than Québec Settlement Class Members, should contact:</p> <p>Charles M. Wright Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 1-800-461-6166</p>	<p>Québec Settlement Class Members should contact:</p> <p>Irwin Liebman Liebman Associés 1 Westmount Square #1500 Montreal, Québec H3Z 2P9 (514) 846-0666</p>
--	---

This Notice contains only a summary of the Canadian Settlement Agreement. Canadian Settlement Class Members are encouraged to review the entire Settlement Agreement, a copy of which can be obtained free of charge at www.aircargosettlement.com. A copy can also be mailed to you at a cost of \$20, from the Settlement Claims Administrator by writing to the following address: Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162 USA.

Do not contact the Courts.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA, AND THE QUÉBEC SUPERIOR COURT

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE): 1(800) 749-3518;
INTERNATIONAL (TOLL): 1(941) 906-4822; OR VISIT www.aircargosettlement.com
A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.