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Control and Profit and Loss Transfer Agreement

between

Fraport AG Frankfurt Airport Services Worldwide, represented by Dr. Matthias
Zieschang and Dr. Dieter Früauff

hereinafter the “**controlling company**”

and

FraSec Fraport Security Services GmbH, represented by Martin Budweth and Frank
Haindl

hereinafter the “**controlled company**”

controlling company and controlled company hereinafter collectively the “**parties**”

Preamble

The controlling company is a stock corporation (Aktiengesellschaft) based in Frankfurt am Main and entered in the commercial register of the Frankfurt am Main District Court under HRB 7042.

The controlled company is a limited liability company (Gesellschaft mit beschränkter Haftung) based in Frankfurt am Main and entered in the commercial register of the Frankfurt am Main District Court under HRB 79714. The controlling company is the sole shareholder of the controlled company and holds all voting rights from the controlled company's shares.

In regard to the existing financial integration of the controlled company into the corporate structure of the controlling company, the following control and profit and loss transfer agreement is being concluded in order to establish a tax group relationship within the meaning of §§ 14 to 17 of the German Corporation Tax Act (KStG – Körperschaftsteuergesetz)

That being the case, the parties hereby conclude the following

Control and Profit and Loss Transfer Agreement:

Section 1

Management of the controlled company

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

Section 2

Rights to information

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

Section 3
Transfer of profits

- 3.1 The controlled company undertakes – subject to the recognition and reversal of reserves pursuant to paragraph 3.2 of this section – to transfer its entire profit to the controlling company. The provisions of § 301 of the German Stock Corporation Act (AktG – Aktiengesetz), as amended, shall apply accordingly to the transfer of profits in all other respects.
- 3.2 The controlled company may, with the approval of the controlling company, transfer amounts from the net profit to other revenue reserves (§ 272(3) of the German Commercial Code (HGB – Handelsgesetzbuch)) insofar as this is permitted under commercial law and is justified in economic terms on the basis of a reasonable commercial appraisal. Other revenue reserves (§ 272(3) HGB) recognized during the term of this agreement shall be reversed at the request of the controlling company and transferred as profit or appropriated in accordance with § 302(1) AktG, as amended; Section 4 of this agreement shall remain unaffected.
- 3.3 The following in particular shall be excluded from the transfer of profits:
- any profit carried forward from periods prior to commencement of this agreement,
 - amounts from the reversal of revenue reserves (§ 272(3) HGB) that were recognized prior to commencement of this agreement and
 - amounts from the reversal of capital reserves (§ 272(2) HGB).
- 3.4 Entitlement to the transfer of profits shall in each case arise at the end of the controlled company's fiscal year and shall be due as of this time.
- 3.5 The controlling company may request that profits are transferred in advance if and insofar as payment of an advance dividend would be permissible.

Section 4
Absorption of losses

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

Section 5
Effective date, term, termination

- 5.1 This agreement shall be subject to the approval of the shareholders' meetings of the controlling company and the controlled company. This agreement shall come into effect upon entry in the commercial register at the place of the registered office of the controlled company.
- 5.2 Upon fulfillment of the conditions specified under paragraph 5.1 of this section, this agreement – with the exception of the transfer of management powers pursuant to Section 1 of this agreement – shall apply for the first time with retroactive effect as of the beginning of the fiscal year of the controlled company in which this agreement comes into effect.
- 5.3 This agreement is entered into for an indefinite period. It may be terminated by either party at the end of a fiscal year of the controlled company by giving three months' notice no earlier than the end of the fiscal year of the controlled company that ends at least five full years (60 months) after commencement of the obligation to transfer profits or absorb losses pursuant to paragraph 5.2 of this section (minimum term).
- 5.4 The right to terminate this agreement without notice for good cause shall remain unaffected thereby. In particular, the following shall be deemed good cause:
- 5.4.1 A sale or any other form of transfer (e.g. contribution) of shares in the controlled company by the controlling company (group investment) that results in the requirements under the relevant applicable tax provisions for financial integration of the controlled company in the controlling company no longer being met, or
- 5.4.2 A change of legal form (§§ 190 et seq. of the German Transformation Act (UmwG – Umwandlungsgesetz)), merger (§§ 2 et seq. UmwG), division (§§ 123 et seq. UmwG) or liquidation of the controlling company or controlled company

– this only applies to a change of legal form, however, where the legal form of corporation is not changed to the legal form of another corporation –

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

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

Section 6

Cost

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

Section 7

Final Provisions

- 7.1 The interpretation of this agreement in regard to the relevant tax requirements for the tax group should take into consideration the fact that the establishment of a valid tax group is intended.
- 7.2 Any amendments and additions hereto must be made in writing unless notarial certification is required and shall in each case require the approval of the shareholders' meetings of the controlling company and the controlled company unless such amendments or additions relate to mere corrections; they shall come into effect only upon entry of the amendment in the commercial register of the controlled company.

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

7.4 The place of performance and place of jurisdiction for both parties is Frankfurt am Main.

[City, date]

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