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Amendment Agreement to the 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 “**Fraport AG**”

and

Airport Cater Service GmbH, represented by Dirk Glasner

hereinafter the “**controlled company**”

Fraport AG and controlled company hereinafter collectively the “**parties**”

Preamble

Fraport AG 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 42375. Fraport AG is the sole shareholder of the controlled company and holds all voting rights from the controlled company's shares.

Fraport AG (formerly incorporated as Flughafen Frankfurt/Main AG) and the controlled company concluded a control and profit and loss transfer agreement on November 13, 1996,

which entered into effect on December 11, 1996, upon entry in the commercial register of the controlled company. The parties now intend to carry out amendments in order to amend the existing control and profit and loss transfer agreement to correspond with the wording of the other existing control and profit and loss transfer agreements of Fraport AG.

That being the case, the parties hereby conclude the following

Amendment Agreement to the Control and Profit and Loss Transfer Agreement:

Section 1

Amendment of § 3 of the control and profit and loss transfer agreement

§ 3 of the control and profit and loss transfer agreement shall be repealed in full and replaced with new wording as follows:

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

- (4) Entitlement to the transfer of profits shall in each case arise at the end of the controlled company's fiscal year and shall be due as of this time.
- (5) Fraport AG may request that profits are transferred in advance if and insofar as payment of an advance dividend would be permissible."

Section 2

Amendment of § 4 of the control and profit and loss transfer agreement

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

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

Section 3

Amendment of § 7(3) of the control and profit and loss transfer agreement

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

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

Section 4

Amendment of § 8(1) of the control and profit and loss transfer agreement

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

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

Section 5

Continued validity of the control and profit and loss transfer agreement in all other respects

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

Section 6
Entry into effect

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

Section 7
Miscellaneous

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

[City, date]

Fraport AG Frankfurt Airport Ser-
vices Worldwide
Dr. Matthias Zieschang

Fraport AG Frankfurt Airport Ser-
vices Worldwide
Dr. Dieter Früauff

Airport Cater Service GmbH
Dirk Glasner

Annex
to the Amendment Agreement to the Control and Profit and Loss Transfer Agreement

Consolidated clean version of the amended control and profit and loss transfer agreement