

Company Number: 00924991

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

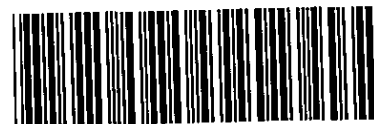
WRITTEN RESOLUTIONS

of the sole member of

Servisair Group Limited (the Company)

(passed on 18 February 2014)

MONDAY



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COMPANIES HOUSE

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company (the Directors) proposed the following special resolutions be passed:

SPECIAL RESOLUTIONS

We, being all those members entitled to attend and vote at meetings of the Company convened for the purpose of passing or sanctioning the following resolutions, hereby resolve unanimously in accordance with Chapter 2 of Part 13 of the Companies Act 2006 to the passing of the following resolutions by way of written resolutions:

1. BACKGROUND

The Chairman reported that:

- 1.1 Aguilá 3 S.A. (the Issuer) entered into an indenture dated 28 January 2011 (as amended from time to time, the **Senior Secured Notes Indenture**) governing the CHF denominated senior secured notes due 2018 in an aggregate principal amount of CHF 350,000,000 and the U.S. dollar denominated senior secured notes due 2018 in an aggregate principal amount of \$945,000,000, by and among the Issuer, Citibank, N.A., London Branch as trustee (the **Trustee**), principal paying agent (the **Principal Paying Agent**) and transfer agent (the **Transfer Agent**), Barclays Bank PLC as security agent (the **Security Agent**) and Citigroup Global Markets Deutschland AG as registrar (the **Registrar**).
- 1.2 The Issuer entered into a temporary indenture dated 6 August 2013 between, amongst others, the Issuer, the Trustee, the Principal Paying Agent, the Transfer Agent and the Registrar, under which the Issuer issued \$390,000,000 aggregate principal amount of 7% additional senior secured notes due 2018 (the **2013 Additional Notes**), the proceeds of which were used, amongst other things, to acquire the entire issued share capital of Servisair SAS (the **Acquisition**).
- 1.3 In connection with the issuance of the 2013 Additional Notes, the Issuer entered into a purchase agreement dated 30 July 2013 between, amongst others, the Issuer, Aguilá Bid AG, Swissport International Ltd. and the Initial Purchasers (as amended from time to time, the **Purchase Agreement**).
- 1.4 As part of the post-completion steps in relation to the Acquisition, in accordance with the terms of the Purchase Agreement and the Super Senior Revolving Facility Agreement (as defined below), the Company intends to become an additional guarantor under the Super

Senior Revolving Facility Agreement and the Senior Secured Notes Indenture (the Proposed Transaction).

2. PURPOSE

2.1 In connection with the Proposed Transaction, it is proposed that the Company will enter into the following documents:

- (a) a super senior revolving facility agreement dated 17 January 2011 between, amongst others, Aguila Bid AG as the Company, Aguila 3 S.A. as the Parent, the Original Borrower, the Original Guarantors, the Original Lenders, the Mandated Lead Arrangers and Barclays Bank PLC, as Agent and Security Agent (as amended from time to time, the **Super Senior Revolving Facility Agreement**) (with each capitalised term in this paragraph (a) having the meaning given to such term in the **Super Senior Revolving Facility Agreement**);
- (b) an intercreditor agreement dated 28 January 2011 between, amongst others, Aguila Bid AG as the Company, Aguila 3 S.A. as the Parent, the Arrangers, Citibank, N.A., London Branch as Senior Secured Trustee, Barclays Bank PLC as Agent, Security Agent and Revolving Agent and the Intra-Group Lenders (as amended from time to time, the **Intercreditor Agreement**) (with each capitalised term in this paragraph (b) having the meaning given to such term in the **Intercreditor Agreement**);
- (c) an English law debenture pursuant to which the Company (as chargor) creates fixed and floating charges over all or substantially all of its material assets in favour of the Security Agent (the **Debenture**);
- (d) an accession deed to the Super Senior Revolving Facility Agreement and the Intercreditor Agreement to be entered into by the Company (the **Accession Deed**);
- (e) the Senior Secured Notes Indenture;
- (f) a supplemental indenture of the Senior Secured Notes Indenture to be executed by and between the Company, Aguila 3 S.A., Citibank N.A., London Branch as Trustee and the other guarantors party thereto (the **Supplemental Indenture**);
- (g) the Purchase Agreement;
- (h) an accession agreement to the Purchase Agreement to be executed by and between the Company, Aguila 3 S.A. and the Initial Purchasers (as defined therein) (the **Accession Agreement**);
- (i) the form of a certificate of the Company to be signed by a director of the Company, certifying and confirming various matters relating to the Super Senior Revolving Facility Agreement;
- (j) the form of a certificate of the Company to be signed by a director of the Company, certifying and confirming various matters relating to the Purchase Agreement; and
- (k) a process agent appointment letter authorising Swissport USA, Inc. to act as the Company's agent for service of process under or in connection with the Senior Secured Notes Indenture and the Purchase Agreement,

the documents at paragraphs (a) to (k) above, together with any certificates, letters or other documents necessary or desirable or relating thereto, being the **Transaction Documents**.

- 2.2 It is further proposed that the Directors will take any action in connection with the negotiation, execution, delivery and performance of the Transaction Documents as they shall deem necessary and appropriate in connection with the Proposed Transaction

3. RESOLUTIONS

IT IS RESOLVED that.

- 3.1 the Proposed Transaction and entry by the Company into each of the Transaction Documents (including, without limitation, the granting of any guarantees and security by the Company under the Transaction Documents) are in the best interests of the Company's business and the entry into by the Company of the proposed transactions substantially on the terms set out in the Transaction Documents will promote the success of the Company for the benefit of its members as a whole and be to the further benefit and advantage of the Company;
- 3.2 the entering into of the Transaction Documents and the entering into of any such other documents, instruments, agreements, deeds, notices, acknowledgements, certificates, releases, confirmations, proxies, powers of attorney, statements and/or writings, of whatever nature, be and hereby are approved and the Directors of the Company or any attorney duly appointed by the Company have the authority to approve the terms of, and the transactions contemplated by, and any future amendments to the Transaction Documents and such other documents, instruments, agreements, deeds, notices, acknowledgements, certificates, releases, confirmations, proxies, powers of attorney, statements and/or writings, of whatever nature, as are required to be entered into by the Company,
- 3.3 the Directors of the Company or any attorney duly appointed by the Company be and hereby are authorised to do all or any other acts or things on behalf of the Company as they may in their absolute and unfettered discretion think fit in connection with the Proposed Transaction as it relates to the Company, including without limitation the delivery of assets pursuant to any of the Transaction Documents;
- 3.4 these resolutions have effect notwithstanding any provision of the Company's articles of association, and
- 3.5 Article 13 of the Company's articles of association will be deleted in its entirety and replaced with the following:

"13 TRANSFER OF SHARES

Model Article 26 shall be amended by the addition of a new sub-paragraph (6) as follows:

"Notwithstanding anything to the contrary in these Articles, the directors of the Company will not refuse the transfer and/or registration of the shares where such transfer and/or registration:

- (a) is made with the prior written consent of the Majority Shareholder; or
- (b) is to:
 - (i) a bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making,

purchasing or investing in loans, securities or other financial assets or to an affiliate thereof (any such entity a **Financial Institution**) or an agent or trustee for any Financial Institution where a security interest has been or is purported to be granted over those shares (each a **Security**) that benefits a Financial Institution; and/or

- (ii) a company or other entity to whom such shares are transferred at the direction of a Financial Institution and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a **Receiver**) pursuant to powers granted to it under the Security; and
- (c) is delivered to the Company for registration in order to perfect or protect any Security of a Financial Institution; or
- (d) is executed by a Financial Institution or Receiver pursuant to a power of sale or other such power under any Security.”

AGREEMENT

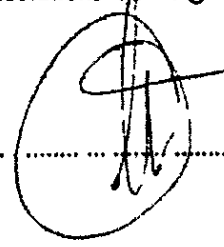
PLEASE READ THE NOTES AT THE END OF THIS DOCUMENT BEFORE SIGNIFYING YOUR AGREEMENT TO THE SPECIAL RESOLUTIONS.

The undersigned, a person entitled to vote on the resolutions on 18 February 2014, hereby irrevocably agrees to the resolutions:

Signed for and on behalf of

Servisair SAS

Date


18 February 2014

NOTES

1. You can choose to agree to the all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed copy to the Company at its registered office
2. If you do not agree to the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement
4. Unless, by the date that is 28 days from the date of circulation of the resolutions or such period as is specified in the Company's articles of association, sufficient agreement has been received for the resolutions to pass, it will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.