



Registration of a Charge

Company name: **SERVISAIR GROUP LIMITED**

Company number: **00924991**



X6DAB7NC

Received for Electronic Filing: **21/08/2017**

Details of Charge

Date of creation: **11/08/2017**

Charge code: **0092 4991 0012**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **PURSUANT TO CLAUSE 3 OF THE CHARGE, THE COMPANY CHARGED THE INTELLECTUAL PROPERTY SET OUT AT SCHEDULE 4 TO THE CHARGE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SHEARMAN & STERLING (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 924991

Charge code: 0092 4991 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2017 and created by **SERVISAIR GROUP LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2017 .

Given at Companies House, Cardiff on 23rd August 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SUPPLEMENTAL FIXED AND FLOATING SECURITY DOCUMENT

dated ____ 11 August ____ 2017

created by

FLIGHTCARE MULTISERVICES UK LIMITED

SERVISAIR GROUP LIMITED

SWISSPORT GB LIMITED

SWISSPORT CARGO SERVICES UK LTD

SWISSPORT FUELLING LTD

SWISSPORT LTD

SWISSPORT UK HOLDING LIMITED

as the Chargors

in favour of

BARCLAYS BANK PLC

acting as Collateral Agent

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THIS DEED (the "**Deed**") is dated ____ 11 August ____ 2017 and made between:

- (1) FLIGHTCARE MULTISERVICES UK LIMITED (a company incorporated in England and Wales with registration number 00732832), SERVISAIR GROUP LIMITED (a company incorporated in England and Wales with registration number 00924991), SWISSPORT GB LIMITED (a company incorporated in England and Wales with registration number 00509585), SWISSPORT CARGO SERVICES UK LTD (a company incorporated in England and Wales with registration number 02719480), SWISSPORT FUELLING LTD (a company incorporated in England and Wales with registration number 05282071), SWISSPORT LTD (a company incorporated in England and Wales with registration number 03810974) and SWISSPORT UK HOLDING LIMITED (a company incorporated in England and Wales with registration number 07466896) (the "**Chargors**"); and
- (2) BARCLAYS BANK PLC, a financial institution constituted and existing under the laws of England and Wales, registered no: 1026167 with its principal place of business at 1 Churchill Place, London, E14 5HP, United Kingdom as collateral agent (the "**Collateral Agent**").

Background

- (A) The Chargors and the Collateral Agent entered into a fixed and floating security agreement dated 10 February 2016 (the "**Original Deed**") pursuant to which they created Security over certain of their assets as security for the payment and discharge of the Secured Obligations.
- (B) The credit agreement dated 20 January 2016 between, among others, Swissport Group S.à r.l., Swissport Investments S.A. and the Collateral Agent (the "**Original Credit Agreement**") is to be amended and restated in accordance with an amendment and restatement agreement dated on or around the date of this Deed between, among others, Swissport Holding International S.à r.l., Swissport Financing S.à r.l. and the Collateral Agent (the "**Credit Agreement Amendment and Restatement Agreement**").
- (C) The intercreditor agreement dated 20 January 2016 between, among others, Swissport Group S.à r.l., Swissport Investments S.A. and the Collateral Agent (the "**Original Intercreditor Agreement**") is to be amended and restated in accordance with an amendment and restatement agreement dated on or around the date of this Deed between, among others, Swissport Holding International S.à r.l., Swissport Financing S.à r.l. and the Collateral Agent (the "**Intercreditor Amendment and Restatement Agreement**").
- (D) Swissport Investments S.A. issued 6.750 % senior notes due 2021 under a senior secured notes indenture, dated 14 December, 2015 between, among others, Swissport Investments S.A. (the "**Original Issuer**"), Swissport Group S.à r.l. and the Collateral Agent (the "**Original Senior Secured Notes Indenture**"). The Original Senior Secured Notes Indenture has been amended by way of two supplemental senior secured notes indentures dated 24 July 2017 and a date on or around the date of this Deed between, among others, Swissport Group S.à r.l., Swissport Investments S.A. and the Collateral Agent (the "**Supplemental Senior Secured Notes Indentures**"). The amendments to the Senior Secured Documents contemplated by the Supplemental Senior Secured Notes Indentures, Credit Agreement Amendment and Restatement Agreement and the Intercreditor Amendment and Restatement Agreement are, together, the "**Amendments**".
- (E) Swissport Financing S.à r.l. will be issuing new 6.750% senior secured notes due 2021 by way of a new senior secured notes indenture dated on or around the date of this Deed between,

among others, the Chargors and Swissport Holding International S.à r.l. (the "**New Senior Secured Notes Indenture**").

- (F) The Chargors consider that, and by entering into this Deed confirm that, the security created under the Original Deed secures the Secured Obligations arising pursuant to the Senior Secured Documents as amended pursuant to the Amendments.
- (G) The Chargors are entering into this Deed in connection with the Senior Secured Documents.
- (H) This Deed is confirmatory and supplemental to the Original Deed and, to the extent that there is any doubt as to whether the security created by the Original Deed secures all of the Secured Obligations, the Chargors enter into this Deed to grant new security as set out in Clause 3 (Security) of this Deed.
- (I) The Chargors are Guarantors of the Guarantee Obligations (as defined in the Intercreditor Agreement as amended pursuant to the Intercreditor Amendment and Restatement Agreement).
- (J) The Chargors have realised and continue to realise substantial direct and indirect benefits as a result of being party to the Original Credit Agreement, Original Intercreditor Agreement, Original Senior Secured Notes Indenture, Supplemental Senior Secured Notes Indentures, as applicable, and the transactions contemplated thereby.
- (K) The Chargors expect to realise substantial direct and indirect benefits as a result of agreeing to the Credit Agreement Amendment and Restatement Agreement, Intercreditor Amendment and Restatement Agreement and the New Senior Secured Notes Indenture and the transactions contemplated thereby.
- (L) The Collateral Agent and each Chargor have agreed to amend the Original Deed, as set out below, by entering into this Deed.
- (M) The Collateral Agent and each Chargor intend this document to take effect as a deed (even though the Collateral Agent only executes it under hand).
- (N) The Collateral Agent holds the benefit of this Deed on trust for the Senior Secured Parties on the terms of the Senior Secured Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (references to which include the recitals hereto), unless the context otherwise requires, words and expressions defined in the Original Deed (whether expressly or by reference to another document and as such document is amended and/or restated from time to time) shall have the same meaning when used in this Deed. For the avoidance of doubt any terms incorporated by reference to the Original Intercreditor Agreement or the Original Credit Agreement in the Original Deed shall be construed as a reference to the terms contained in the Original Intercreditor Agreement as amended pursuant to the Intercreditor Amendment and Restatement Agreement (the "**Amended Intercreditor Agreement**") or the Original Credit Agreement as amended pursuant to the Credit Agreement Amendment and Restatement Agreement (the "**Amended Credit Agreement**"), as applicable. Also, in this Deed:

"**Excluded Assets**" means, with respect to any Chargor, (i) all its leasehold property, (ii) any of its assets the granting of a security interest in which is prohibited by law (including restrictions in

respect of margin stock and financial assistance, fraudulent conveyance, preference, thin capitalization or other similar laws or regulations) or requires third party consents, (iii) any of its Capital Stock in an Excluded Subsidiary (other than a CFC or a FSHCO, which is the subject of clause (v) below), (iv) any of its assets subject to a capital lease or purchase money security interest or secured indebtedness constituting a Permitted Lien, to the extent that the granting of a security interest in such property would be prohibited under the terms of such financing including, without limitation, cash collateral for a Permitted Lien, (v) any of its Capital Stock in an Unrestricted Subsidiary, (vi) any Equity Interests held by it in a CFC or a FSHCO, other than 66% of the total outstanding voting Equity Interests and 100% of the total outstanding non voting Equity Interests of such CFC or FSHCO, (vii) any of its bank accounts that are the subject of Cash Management Services provided by any Person that is not a Cash Management Provider, and (viii) until the Receivables Inclusion Date, all of its receivables (which for all applicable provisions of this Deed) shall include other related assets or proceeds thereof customarily transferred or charged in connection with Receivables Financings or Qualified Receivables Financings or factoring arrangements (such as credit insurance and bank accounts relating thereto) and thereafter all receivables to be sold pursuant to non recourse factoring arrangements or Qualified Receivables Financings or Receivables Financings permitted by the terms of the Amended Credit Agreement (each capitalised term used in this paragraph and not otherwise defined herein shall have the meaning given to it in the Amended Credit Agreement).

"Original Senior Secured Notes" means the senior secured notes of the Original Issuer issued on December 14, 2015 and any additional senior secured notes issued from time to time under the Original Senior Secured Notes Indenture.

"Original Senior Secured Notes Guarantee" means the guarantee by a Senior Secured Notes Guarantor of the obligations of the Original Issuer in respect of and related to the Original Senior Secured Notes.

"Receivables Inclusion Date" has the meaning given to such term in the Amended Credit Agreement.

"Secured Obligations" means all present and future monies, debts and liabilities at any time due, owing or incurred by the Chargors or any other Debtor to any Senior Secured Party under the Senior Secured Documents other than the Original Senior Secured Notes Indenture, the Original Senior Secured Notes and the Original Senior Secured Notes Guarantees, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity.

"Senior Secured Notes Guarantor" has the meaning given to such term in the Amended Intercreditor Agreement.

1.2 Construction

Clauses 1.2(a), (b) and (c) inclusive of the Original Deed shall apply to this Deed as if set out in full, with references to "this Deed" or "this document" being construed as references to this Deed and references to the "Senior Secured Documents" being construed to include a reference to this Deed and defined terms used in those provisions which are otherwise defined in the Original Deed having the meaning given to them in this Deed.

1.3 Prohibitions on assignment etc

If a Chargor is required to assign, charge, mortgage or otherwise secure any contract, asset or right under this Deed and the assignment, charge, mortgage or other security would contravene a prohibition or third party arrangement which is permitted by the Senior Secured Documents in any such contract, lease or arrangement with a third party:

- (i) the assignment, charge or other security will not take effect until the consent of that third party has been obtained;
- (ii) subject to the Security Principles, that Chargor must use reasonable endeavours lawfully available to it to obtain the consent of the relevant party to charging any such contract, asset or right being secured under this Deed; and
- (iii) this Security will to the extent not prohibited under the relevant contract or lease secure all amounts which that Chargor may receive, or has received, under that contract or in connection with that asset or right but exclude the contract, asset or right itself.

1.4 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.5 Intercreditor Agreement

This Deed shall be subject to the terms of the Amended Intercreditor Agreement. The Collateral Agent shall hold and administer the security created under this Deed for the benefit of the Senior Secured Parties subject to the terms of the Amended Intercreditor Agreement. In the event of any inconsistency between this Deed and the Amended Intercreditor Agreement, the Amended Intercreditor Agreement shall prevail.

1.6 Law of Property (Miscellaneous Provisions) Act 1994

The obligations of the Chargors under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

2. UNDERTAKING TO PAY AND CONFIRMATION OF SECURITY

2.1 Payment of Secured Obligations

Each Chargor shall pay each of its Secured Obligations when due in accordance with the terms of the relevant Senior Secured Document (as amended by the Amendments) or, if they do not specify a time for payment, immediately on demand by the Collateral Agent.

2.2 Proportionate payment

Each sum appropriated by the Collateral Agent in accordance with the Senior Secured Documents (as amended by the Amendments) in or towards payment of a particular part of the Secured Obligations shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Secured Obligations both to any Senior Secured Party to which the same is owed and to the Collateral Agent.

2.3 Confirmation of Security:

Notwithstanding any amendment made to the Senior Secured Documents and any new security created pursuant to this Deed, each Chargor hereby expressly:

- (a) acknowledges and agrees to the New Senior Secured Indenture and the amendments to the Senior Secured Documents effected pursuant to the terms of the Amendments;
- (b) confirms and acknowledges that the guarantees, covenants, indemnities, undertakings and Security created by each Chargor, and the other obligations of each Chargor, under the Original Deed:
 - (i) extend and were always intended to extend to the future obligations of each Chargor including, without limitation, those obligations of such Chargor under the Senior Secured Documents (as amended by the Amendments); and
 - (ii) continue and shall continue in full force and effect as a continuing Security for the obligations of each Chargor under the Senior Secured Documents (as amended by the Amendments) and the other Secured Obligations;
- (c) confirms and acknowledges that the obligations of each Chargor arising under or in connection with the Senior Secured Documents (as amended by the Amendments) are included in the obligations and liabilities that are guaranteed or otherwise secured by each Chargor under the Original Deed notwithstanding the imposition of any amended, new or more onerous obligations under the Senior Secured Documents (as amended by the Amendments);
- (d) confirms and acknowledges that the Credit Agreement Amendment and Restatement Agreement, Intercreditor Amendment and Restatement Agreement, Supplemental Senior Secured Notes Indentures and New Senior Secured Notes Indenture are Senior Secured Documents (under and as defined in the Original Deed); and
- (e) confirms and acknowledges that all obligations and liabilities of each Chargor in respect of the Senior Secured Documents (as amended pursuant to the Amendments) are "Secured Obligations" (under or as defined in the Original Deed).

3. SECURITY

All security created under this Deed is in addition to and does not affect the Security created pursuant to the Original Deed. Each Chargor as continuing and further Security for the payment and discharge of the Secured Obligations charges and agrees to mortgage, charge and/or assign in favour of the Collateral Agent with full title guarantee (subject to the Original Deed) all

assets which are mortgaged, charged and/or assigned to the Collateral Agent pursuant to the Original Deed by way of:

- (a) legal mortgage to the extent so mortgaged under the Original Deed;
- (b) equitable mortgage to the extent so mortgaged under the Original Deed;
- (c) fixed charge to the extent so charged under the Original Deed;
- (d) floating charge to the extent so charged under the Original Deed; and
- (e) assignment by way of security to the extent so assigned under the Original Deed,

in each case in the manner and to the extent described in Clauses 3 (Fixed Charges), 4 (Assignments) and 5 (Floating Charge) of the Original Deed as if these clauses were set out in full in this Deed and subject to Clause 5 (General Provisions Relating to Security).

4. FLOATING CHARGE

- (a) The floating Charge created by each Chargor pursuant to Clause 3 (Security) is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Collateral Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

5. GENERAL PROVISIONS RELATING TO SECURITY

- (a) The Collateral Agent shall, in relation to the security created pursuant to this Deed have the same rights and obligations in relation to the Charged Assets as are expressed to be granted to it or assumed by it under the Original Deed.
- (b) The security created by any Chargor pursuant to this Deed shall be separate and distinct from and shall not merge with nor exclude nor prejudice the Security created by such Chargor over the Charged Assets pursuant to any other Senior Secured Document.
- (c) This Clause 5 is without prejudice to Clause 2 (Undertaking to Pay and Confirmation of Security).
- (d) Where this Deed purports to create first ranking Security, that Security will be second ranking Security taking effect subject only to any equivalent Security created by the Original Deed until such time as and to the extent that the relevant Security created by the Original Deed ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for a re-assignment on redemption) under the Original Deed and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Deed ceases to have effect at a time when this Deed still has effect. At such time as the Security created by the Original Deed ceases to have effect the Chargor shall give notice of assignment to the relevant counterparty in

substantially the form required for notice to such counterparty set out in Schedule 5 (Form Of Notice/Acknowledgement of Charge of Bank Account) or Schedule 6 (Forms Of Notice of Assignment of Insurances) to the Original Deed, as appropriate.

- (f) To the extent that anything in this Deed constitutes "financial collateral" within the definition of the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No.3226) the provisions in Clause 16.3 of the Original Deed shall apply to such Financial Collateral as if set out in full in this Deed.

6. **INCORPORATION OF THE ORIGINAL DEED**

- (a) Subject to paragraph (b) below, Clauses 5.4 (Conversion by notice) to 25 (Separate and Independent Obligations) inclusive of the Original Deed and all schedules to the Original Deed (with the exception of Schedule 2 (Real Property), Schedule 3 (Investments), Schedule 4 (Intellectual Property) of the Original Deed, which shall be replaced by Schedule 2 (Real Property), Schedule 3 (Investments), Schedule 4 (Intellectual Property) and shall apply as between the Chargors and the Collateral Agent as if repeated and set out in full herein, mutatis mutandis and with:
 - (i) references to "this Deed" being construed as references to this Deed and references to the "Senior Secured Documents" being construed to include a reference to this Deed; and
 - (ii) defined terms used in those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed.
- (b) Without prejudice to paragraph (a) above, each Chargor makes the representations and warranties expressed to be made by it in Clause 13 (Representations and Warranties) of the Original Deed on the date of this Deed.

7. **NEGATIVE PLEDGE AND DISPOSALS**

Without prejudice to Clause 6 (Incorporation of the Original Deed), Clauses 6.1 (Negative pledge) and 6.2 (Disposals) of the Original Deed shall apply to this Deed as if set out in full in this Deed.

8. **AMENDMENT OF THE ORIGINAL DEED**

The parties hereto agree that with effect from the date of this Deed, the Original Deed shall be varied and amended by this Deed so that:

- (a) the definition of "Excluded Assets" in the Original Deed shall be amended so as to read:

""**Excluded Assets**" means, with respect to any Chargor, (i) all its leasehold property, (ii) any of its assets the granting of a security interest in which is prohibited by law (including restrictions in respect of margin stock and financial assistance, fraudulent conveyance, preference, thin capitalization or other similar laws or regulations) or requires third party consents, (iii) any of its Capital Stock in an Excluded Subsidiary (other than a CFC or a FSHCO, which is the subject of clause (v) below), (iv) any of its assets subject to a capital lease or purchase money security interest or secured indebtedness constituting a

Permitted Lien, to the extent that the granting of a security interest in such property would be prohibited under the terms of such financing including, without limitation, cash collateral for a Permitted Lien, (v) any of its Capital Stock in an Unrestricted Subsidiary, (vi) any Equity Interests held by it in a CFC or a FSHCO, other than 66% of the total outstanding voting Equity Interests and 100% of the total outstanding non voting Equity Interests of such CFC or FSHCO, (vii) any of its bank accounts that are the subject of Cash Management Services provided by any Person that is not a Cash Management Provider, and (viii) until the Receivables Inclusion Date, all of its receivables (which for all applicable provisions of this Deed) shall include other related assets or proceeds thereof customarily transferred or charged in connection with Receivables Financings or Qualified Receivables Financings or factoring arrangements (such as credit insurance and bank accounts relating thereto) and thereafter all receivables to be sold pursuant to non recourse factoring arrangements or Qualified Receivables Financings or Receivables Financings permitted by the terms of the Amended Credit Agreement (each capitalised term used in this paragraph and not otherwise defined herein shall have the meaning given to it in the Amended Credit Agreement)."

- (b) the following new definitions shall be added to Clause 1.1 (Definitions) of the Original Deed:
 - (i) **""Amended Credit Agreement"** means the Original Credit Agreement as amended and restated in accordance with an amendment and restatement agreement dated on or around 10 August 2017 between, among others, Swissport Holding International S.à r.l., Swissport Financing S.à r.l. and the Collateral Agent."
 - (ii) **""Receivables Inclusion Date"** has the meaning given to such term in the Amended Credit Agreement."

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

10. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 2
REAL PROPERTY

None

SCHEDULE 3**INVESTMENTS**

Chargor	Name of Company in which shares are held
SWISSPORT LTD	SWISSPORT FUELLING LTD SWISSPORT FUELLING SERVICES LTD SWISSPORT STANSTEAD LIMITED
SWISSPORT UK HOLDING LIMITED	SWISSPORT LTD SWISSPORT CARGO SERVICES UK LTD SERVISAIR GROUP LTD
SERVISAIR GROUP LIMITED	SWISSPORT GB LIMITED
SWISSPORT GB LIMITED	FLIGHTCARE MULTI SERVICES UK LIMITED

SCHEDULE 4
INTELLECTUAL PROPERTY

Trademark	Country	Tag number	Owner
'LoungeMiles'	UK	2.628.052	Swissport GB Limited
SERVISAIR & BALL (Logo)	UK	2.545.314	Swissport GB Limited
'Servisair GlobeGround' (Logo)	Community trademark	3.618.683	Servisair Group Limited Servisair GmbH (Deutschland)
SERVISAIR	Community trademark	733.030	Servisair Group Limited
'LoungeMiles'	Community trademark	11.490.703	Swissport GB Limited
SERVISAIR & BALL (Logo)	Chile	943.433	Swissport GB Limited
SERVISAIR & BALL (Logo)	Ecuador	236.092	Swissport GB Limited
SERVISAIR & BALL (Logo)	Peru	70.492	Swissport GB Limited
SERVISAIR & BALL (Logo)	Venezuela	S-049.704	Swissport GB Limited

SIGNED as a DEED by SWISSPORT CARGO
SERVICES UK LTD acting by
Luzius Wirth a Director in the
presence of Seamus Moorehouse

[Redacted Signature]
Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by SWISSPORT FUELLING
LTD acting by Luzius Wirth a
Director in the presence of
Seamus Moorehouse

[Redacted Signature]
Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by SWISSPORT LTD acting by
Luzius Wirth a Director in the
presence of Seamus Moorehouse

[Redacted Signature]
Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by FLIGHTCARE
MULTISERVICES UK LIMITED acting by
Luzius Wirth _____ a Director in the
presence of Seamus Moorehouse

Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by SERVISAIR GROUP LTD.
acting by Luzius Wirth _____ a Director
in the presence of Seamus Moorehouse

Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by SWISSPORT GB LIMITED
acting by Luzius Wirth _____ a Director
in the presence of Seamus Moorehouse

Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

SIGNED as a DEED by SWISSPORT UK
HOLDING LIMITED acting by
Luzius Wirth a Director in the
presence of Seamus Moorehouse



Name: Seamus Moorehouse
Address: c/o Swissport House
Hampton Court
Manor Park
Runcorn, WA7 1TT
Occupation: Group Financial Controller

Filippo Crosara

SIGNED by Director for and
on behalf of **BARCLAYS BANK PLC**, as Collateral

Agent in the presence of: **DEBRA ROUESSART**

Address: **5 NORTH COLONNADE, LONDON E14 4BB**

Fax No:

Attention: