

Company Number 00924991

SERVISAIR GROUP LIMITED

(the "Company")

**WRITTEN RESOLUTIONS**

Circulation date 11 January 2016 (the "Circulation Date")

All terms as defined under the Credit Agreement (as defined below) unless stated otherwise

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions (the "Resolutions") were agreed to by members representing the necessary majority of the total voting rights of eligible members

**SPECIAL RESOLUTIONS**

- 1 **THAT** the Company's entry into the following Documents (as defined below) be and is hereby approved
  - (a) the Guarantor Joinder Agreement by which the Company will accede as a Guarantor to a senior term and revolving credit agreement between, amongst others Swissport Group S à r l as Holdings (the "Parent Guarantor"), Swissport Investments SA as the Lux Borrower, Swissport Group (USA) LLC as the U.S Borrower, Barclays Bank PLC as Administrative Agent, Joint Lead Arranger and Joint Bookrunner, J.P. Morgan Limited as Joint Lead Arranger and Joint Bookrunner, J.P. Morgan Securities plc as Joint Lead Arranger and Joint Bookrunner and UBS Limited as Co-Manager (the "Credit Agreement");
  - (b) a debtor joinder agreement (in substantially the form set out in Schedule 1 to the Intercreditor Agreement) by which the Company will accede to the Intercreditor Agreement between, among others, the lenders under the Credit Agreement, the Parent Guarantor, U.S Bank Trustees Limited as Original Senior Secured Notes Representative and Original Senior Secured Notes Representative (each as defined in the Intercreditor Agreement) and Barclays Bank PLC as Original Administrative Agent and Collateral Agent (the "Debtor Joinder Agreement");
  - (c) a supplemental indenture by which the Company will accede to each Indenture (as defined in Annex A to these Resolutions) as a Guarantor (as defined therein), and to be entered into between, amongst others, Swissport Investments S.A. as issuer (the "Issuer"), U.S Bank Trustees Limited, and the Company (each a "Supplemental Indenture"),
  - (d) an accession agreement by which the Company accedes to a purchase agreement (the "Purchase Agreement"), originally entered into between the Issuer, the Parent Guarantor and each of Barclays Bank PLC, J.P Morgan Securities plc and UBS Limited as initial Note purchasers (the "Initial Purchasers") as a Guarantor, which is entered into between, amongst others, the Issuer, the Initial Purchasers, and the Company (the "Accession Agreement"),
  - (e) a debenture (the "Debenture") in favour of Barclays Bank PLC as security agent and trustee for the Secured Parties (as defined therein), pursuant to which they will charge substantially all of their property, assets and undertaking to Barclays

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Bank PLC as Administrative Agent to secure their liabilities under the Credit Agreement, the Senior Secured Notes and the other Loan Documents; and

- (f) a formalities certificate signed by a director of the Company in connection with the conditions precedent requirements of the Credit Agreement, whereby the director will confirm, amongst other things, that the entry into the Documents and the exercise of the Company's rights and obligations thereunder will be within the corporate powers of the Company and does not and will not cause to be exceeded any limit or restriction of any of the powers of the Company (whether contained in the Documents or otherwise) or the right or ability of the Directors of the Company to exercise such powers (the "Formalities Certificate"),

the Credit Agreement, the Intercreditor Agreement, each Indenture, the Purchase Agreement, the Debenture, the Guarantor Joinder Agreement, the Debtor Joinder Agreement, each Supplemental Indenture, the Accession Agreement and the Formalities Certificate together comprising the "Documents")

- 2 **THAT** the Company's entry into and performance of the Documents would promote its success for the benefit of its members as a whole and approval for the Company to enter into and perform the Documents is given.
- 3 **THAT** these Resolutions should have effect notwithstanding any provision of the Company's articles of association.
4. **THAT** notwithstanding any personal interest.
- (a) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and deliver the Documents on behalf of the Company, with such amendments thereto as such officer(s) shall in his absolute discretion think fit;
- (b) any Director or the Secretary of the Company, either singly or with any other Director of the Company in the case of a deed, be authorised to execute and do all such acts, deeds, documents, certificates and notices as he may consider expedient in connection with the execution or performance by the Company of the Documents, the transactions contemplated therein or any other agreement or document in connection therewith

**AGREEMENT**

I, the undersigned, being a person entitled to vote on the above Resolutions on the Circulation Date, confirm receipt of the above Resolutions in accordance with section 291 of the Companies Act 2006 and irrevocably agree to the above Resolutions

Signed 

Date 11/1/16

Name T. Watt

Swissport UK Holding Limited

## Notes

- 1 If you agree with the Resolutions, please signify your agreement by signing and dating this document where indicated above, and returning it to the Company by e-mail attach a scanned copy of the signed document to an e-mail and send it to adam.faulkner@hoganlovells.com, CCing Alistair.handy@hoganlovells.com and Edward.cronan@hoganlovells.com Please type "Starlight - Written resolutions" in the e-mail subject box Originals can then be sent to  
  
Edward Cronan  
Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG
- 2 If any Resolution is not agreed to by the necessary majority, it will lapse at the end of the period of 28 days beginning with the Circulation Date (the "Lapse Date"). You will not be taken to have agreed to any of the Resolutions until the Company actually receives this signed document from you, so please ensure that we receive it by the end of the Lapse Date.
3. Once you have signified your agreement to the Resolution, you are not permitted to revoke your agreement.
- 4 If you do not agree with the Resolutions, you do not need to do anything You will not be deemed to agree if you do not reply.
5. If you are signing this document on behalf of someone else under a power of attorney or other authority, please enclose a copy of the power of attorney or authority when you return it to us

**ANNEX A: INDENTURES**

**"Indentures" mean:**

- (a) €290,000,000 aggregate principal amount of 9.750% Senior Secured Notes due 2022 pursuant to an indenture dated 14 December 2015 between, *inter alios*, the Issuer, the Parent Guarantor, and U.S. Bank Trustees Limited (as trustee), guaranteed as to payment of principal premium (if any) and interest on a senior unsecured basis by the Parent Guarantor, and
- (b) €400,000,000 aggregate principal amount of 6.750% Senior Secured Notes due 2021 pursuant to an indenture dated 14 December 2015 between, *inter alios*, the Issuer, the Parent Guarantor, and U.S. Bank Trustees Limited (as trustee), guaranteed as to payment of principal premium (if any) and interest on a senior secured basis by the Parent Guarantor.