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CHFP025

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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1810

2012379

Name of company

* Thomas Cook Airlines Limited (trading as MyTravel Airways) (the "Lessee")

Date of creation of the charge

26 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Novation and Amendment dated 26 March 2008 between Thomas Cook Airlines UK Limited (formerly Flying Colours Airlines Limited) ("Thomas Cook"), Lessee and Lessor amending and novating the Aircraft Lease Agreement dated 7 June 1996 between GATX 757 Partners LDC and (cont'd)

Amount secured by the mortgage or charge

The Security Deposit secures the Lessee's performance of its obligations under the Novated Lease

The Maintenance Reserve secures the Lessee's obligation to service, repair, maintain, overhaul and test, or cause the same to be done to each Item leased hereunder (i) so as to keep such Item in the same condition as when delivered to Lessee, ordinary wear and tear excepted, and in good operating condition, (ii) so as to keep the Aircraft in the condition necessary to enable the airworthiness and other certifications of such Aircraft to be maintained in good standing at all times under the applicable laws and regulations of the CAA, (iii) in strict compliance with Lessee's Boeing 757 overhaul and maintenance program, as approved by the CAA and Lessor (which approval by Lessor shall not be unreasonably withheld), a true and complete

(cont'd)

Names and addresses of the mortgagees or persons entitled to the charge

Jet Leasing LDC, Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, Cayman Islands (the "Lessor")

Presenter's name address and
reference (if any)

Stephenson Harwood
One St Paul's Churchyard
London
EC4M 8SH

For official U
Mortgage Sect

Now
part
(516)



PMO 714108 453

COMPANIES HOUSE

"LOBFIZZI"

LD6 21/04/2008 28

COMPANIES HOUSE

"A32D8YOM"

A12 07/04/2008 114

COMPANIES HOUSE

Time critical reference

1450/46-01958/6542209 1

Short particulars of all the property mortgaged or charged

The Security Deposit and Maintenance Reserves

"**Security Deposit**" means the aggregate amount held by Lessor pursuant to Section 4.4 from time to time as security for Lessee's obligations pursuant to the Lease Agreement

"**Maintenance Reserves**" means the amounts payable by Lessee to Lessor in accordance with Schedule 3 of the Lease Agreement, a summary of which is at Addendum 4/4

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lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Stephenson Harwood

Date

April 2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

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* Thomas Cook Airlines Limited (trading as MyTravel Airways) (the "Lessee")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Thomas Cook as amended, restated, supplemented and novated from time to time (the "**Novated Lease**")

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

copy of which has been and all subsequent revisions to which shall be delivered by Lessee to Lessor (the "**Maintenance Program**") and (iv) in the same or better manner as Lessee maintains the other Boeing 757 aircraft in its fleet

"**Aircraft**" means the Airframe together with the two Engines delivered therewith (whether or not installed thereon) and all parts and accessories delivered by Lessor to Lessee and all replacements therefor

"**Airframe**" means the Boeing 757-200 airframe described in the Lease Supplement (except for any engines or Engines installed thereon) and (except as otherwise provided in Section 9 3 of the Novated Lease) any and all Parts incorporated or installed therein or attached thereto or, so long as title thereto shall remain vested in Owner in accordance with the terms of Section 9 of the Novated Lease, removed therefrom

"**Boeing**" means the Boeing Company

"**CAA**" means the Civil Aviation Authority of the United Kingdom or any person, governmental department, bureau, commission or agency succeeding to the functions thereof

"**Delivery Date**" means April 25, 1997

"**Engine**" means (a) each of the two Rolls-Royce RB211-535E4 turbofan engines described in the Lease Supplement whether or not from time to time installed on the Airframe, (b) any engine which may from time to time be substituted or be a replacement for any such engine pursuant to Section 11 of the Novated Lease, and (c) except as otherwise provided in Section 9 3 of the Novated Lease, any and all Parts incorporated or installed in or attached thereto or removed therefrom, so long as title thereto shall remain vested in Owner in accordance with the terms of Section 9 of the Novated Lease, provided however that the term "Engine" shall not include any engine with respect to which this Lease shall have been terminated

"**Item of Equipment**" or "**Item**" means the Airframe, any Engine or any Part

"**Lease Supplement**" means the Lease Supplement dated April 25, 1997 between Lessor and Thomas Cook for the purpose of leasing the Items of Equipment pursuant to the terms of this Lease The Lease Supplement is deemed to incorporate by reference all of the provisions of this Lease to the same extent as if such provisions were fully set forth therein

"**Owner**" means (1) Dresdner Kleinwort Leasing December (12) Limited or (11) any other

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person who is from time to time notified by Lessor to Lessee as being the owner of the Aircraft

"Parts" means any and all appliances, parts, instruments, accessories, furnishings, seats and other equipment of whatever nature (other than the Engines or any engines) which (a) are from time to time incorporated or installed in or attached to the Airframe or an Engine or (b) having been so installed or attached, are later removed therefrom so long as title thereto remains vested in Owner in accordance with Section 9 of the Novated Lease

"Rolls-Royce" shall mean Rolls-Royce Plc, an English company

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1. Payment of Maintenance Reserves

- (a) As soon as possible, but in no event later than the fifteenth (15th) day of each month (each a "**Reporting Date**"), Lessee shall provide Lessor with the number of Flight Hours and Cycles accumulated on the Airframe, each Engine, each Landing Gear and the APU in the immediately preceding month. On the Business Day that next succeeds each Reporting Date throughout the Term and also on the last day of the Term, Lessee shall pay Lessor as Supplemental Rent the following amounts
- (i) \$28 00 for each Flight Hour accumulated on the Airframe during the preceding month (the "**Airframe Reserve**"),
 - (ii) \$5 50 for each Flight Hour accumulated on the Airframe during the preceding month for Landing Gear replacement and overhaul (the "**Landing Gear Reserve**"),
 - (iii) \$9 00 for each Flight Hour accumulated on the Airframe during the preceding month (the "**APU Reserve**"),
 - (iv) \$80 00 per Flight Hour accumulated on each Engine during the preceding month for shop visits on the engine modules (including the fan blades) in such Engine (each an "**Engine Reserve**"), and
 - (v) \$18 00 for each Flight Hour accumulated on each Engine during the preceding month for replacement of Life Limited Parts ("**LLPs**") (excluding the fan blades) in such Engine (each an "**LLP Reserve**")

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- (b) Increases or decreases in the amount of the Maintenance Reserve payments shall be made on the first day of each year based upon Lessee's actual maintenance costs and the number of Flight Hours actually flown in the prior year and anticipated for the coming year, as well as changes in the Maintenance Program. The Engine Reserve, LLP Reserve and Landing Gear Reserve payments have been calculated on the assumption that Lessee's utilization will average 3 Flight Hours per Cycle. Accordingly the Engine Reserve, LLP Reserve and Landing Gear Reserve rates will be increased appropriately on each such first day if the average in any 12 month period is less than 3.1 and decreased appropriately on the relevant first day if the average in any 12 month period is more than 3.1.

2. Certain Defined Terms

- (a) In Exhibit F to the Novated Lease, unless the context otherwise requires, the following terms shall have the following meanings and such meanings shall be equally applicable to both the singular and the plural forms:

"**APU**" has the meaning given to it in paragraph 3(c) of Exhibit G to the Novated Lease.

"**Business Day**" shall mean any day on which banks are generally open for business in San Francisco, California, Chicago, Illinois and London, England.

"**Cycle**" means each combination of take-off and landing of the Airframe or, in the case of an Engine, the airframe on which such Engine is then installed.

"**Flight Hour**" shall mean each hour or portion thereof during each period commencing when the wheels leave the ground on the takeoff run and concluding when the Aircraft touches down upon landing.

"**Landing Gear**" shall mean all main and nose landing gear components and their associated actuators and parts.

"**Maintenance Reserves**" shall mean collectively the Airframe Reserves (as allocated into 2C Reserves and 4C Reserves from time to time), the Landing Gear Reserve, the APU Reserve, each of the Engine Reserves and each of the LLP Reserves (each a "**Maintenance Reserve**").

"**Periodic Rent**" shall mean the rent payable pursuant to Section 4.1 of the Novated Lease.

"**Rent**" shall mean Periodic Rent and Supplemental Rent collectively.

"**Supplemental Rent**" shall mean all amounts, liabilities and obligations (other than Rent) which Lessee assumes or agrees or is obligated to pay hereunder.

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"Term" shall mean the period for which the Items of Equipment are leased Novated Lease. If such period is extended, the word "Term" shall be deemed to refer to such period as so extended and all provisions of this Lease shall apply until the expiration date of such extension period (except as may be otherwise specifically provided herein)

- (b) In Exhibit F to the Novated Lease, any reference to a "month" shall be construed as a reference to a calendar month and a "year" shall be construed as a reference to a calendar year



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2012379
CHARGE NO. 80**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF NOVATION AND
AMENDMENT DATED 26 MARCH 2008 AND CREATED BY
THOMAS COOK AIRLINES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
JET LEASING LDC UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 7 APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2008



Companies House
— for the record —



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