

MG01

229784/13

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

WEDNESDAY



LD4 18/01/2012 #36
COMPANIES HOUSE

1

Company details

Company number 0 2 0 1 2 3 7 9

Company name in full Thomas Cook Airlines Limited (the **Company**)

94 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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Date of creation of charge

Date of creation 0 9 0 1 2 0 1 2

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Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement (the **Charge**), dated 9 January 2012 between the Company and The Royal
Bank of Scotland plc (the **Security Agent**) as agent and trustee for the New Money Facility
Finance Parties (as defined in the continuation pages to section 6 of this Form MG01)

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of the Company to any New Money Facility
Finance Party under each Finance Document to which the Company
is a party to the extent that the relevant obligation or liability arises
under or in connection with (including under a guarantee by the
Company) the New Money Facility, for the avoidance of doubt, this
shall not include any other amounts due under any other Facility
under the Facilities Agreement which is not a New Money Facility
(the **Secured Liabilities**)

Each capitalised term has been defined in the continuation pages to
section 6 of this Form MG01

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland plc (the **Security Agent**)

Address as agent and trustee for the New Money Facility

Finance Parties, 15 Bishopsgate, London

Postcode E C 2 P 2 A P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see the continuation pages to section 6 of this Form MG01

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Stefka Bratoevska BK 19333994**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **+44 (0)20 3088 0000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Charge

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of the Company which constitute Security Assets,
- (iii) is security for the payment of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) If the rights of the Company under a document cannot be secured without the consent of a party to that document

- (i) the Company must notify the Security Agent promptly,
- (ii) this Security will secure all amounts which the Company may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, the Company must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Charge

(c) The Security Agent holds the benefit of the Charge on trust for the New Money Facility Finance Parties

1.2 Shares

The Company charged by way of a first equitable mortgage

- (a) all the Shares, and
- (b) all Related Rights

1.3 Loan Notes

The Company assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) in respect of the Assigned Receivables, and
- (b) under each Loan Note

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.4 Release of security</p> <p>Notwithstanding anything to the contrary in the Charge, the security constituted by the Charge will be released upon a disposal of the Shares in accordance with Clause 33 8 (Release of security) of the Facilities Agreement</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>The Company must not</p> <p>(a) create or permit to subsist any Security on any Security Asset, or</p> <p>(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,</p> <p>except as expressly allowed under the Facilities Agreement</p> <p>3. SHARES</p> <p>3.1 Changes to rights</p> <p>Subject to Clause 6 2 (Preservation) of the Charge, the Company must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Security Assets being altered or further shares in the Subject Company being issued</p> <p>3.2 Voting rights</p> <p>(a) Before this Security becomes enforceable</p> <p>(i) the voting rights, powers and other rights in respect of the Security Assets shall be exercisable by the Company, and</p> <p>(ii) all dividends or other income paid or payable in relation to any Security Assets must be paid directly to the Company</p> <p>(b) After this Security has become enforceable, the Security Agent may exercise (in the name of the Company and without any further consent or authority on the part of the Company) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise</p>	

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Short particulars

4. LOAN NOTES

4.1 Preservation

The Chargor must not, without the prior consent of the Security Agent

- (a) amend or waive any term of, or terminate, any Loan Note, or
- (b) take any action which might jeopardise the existence or enforceability of any Loan Note,

save that the Charge shall not prohibit, prevent or restrict the repayment or replacement of the Loan Notes from time to time provided that any replacement notes issued in respect of the Loan Notes remain subject to the Security constituted by the Charge

4.2 Rights

After this Security has become enforceable, the Security Agent may exercise, without any further consent or authority on the part of the Company and irrespective of any direction given by the Company, any of the Company's rights under any Loan Note

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Event of Default

This Security will become immediately enforceable if the Facility Agent has given a notice under Clause 27 16 (Acceleration) of the Facilities Agreement and the Security Agent gives notice to the Chargor that this Security is enforceable

5.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

5.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by the Charge, will be immediately exercisable at any time after this Security has become enforceable

6. RELEASE

At the end of the Security Period, the New Money Facility Finance Parties must, at the request and cost of the Company, take whatever action is necessary to release the Security Assets from this Security

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Short particulars	<p>Definitions</p> <p>In this Form MG01</p> <p>Act means the Law of Property Act 1925</p> <p>Assigned Receivable means each amount owed to the Company under a Loan Note and includes each principal amount outstanding and all interest, fees and other amounts payable to the Company under the relevant Loan Note</p> <p>Commitment has the meaning given to the term in the Facilities Agreement</p> <p>Existing Loan Notes means the £11,308,849 loan notes (with interest accruing at 8 per cent per annum) issued by the Subject Company on 16 December 2011</p> <p>Facility has the meaning given to the term in the Facilities Agreement</p> <p>Facilities Agreement means the facilities agreement in relation to the £1,050,000,000 syndicated term loan and revolving credit facilities, £200,000,000 bilateral bonding and guarantee facilities and a £200,000,000 new money facility dated 11 May 2010 as amended on 21 October 2010, 15 July 2011, 20 October 2011 and 2 December 2011 between (among others) the Company and the Security Agent</p> <p>Facility Agent means Bayerische Landesbank</p> <p>Finance Document has the meaning given to the term in the Facilities Agreement</p> <p>Lender means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 2.2 (Increase) or clause 2.8 (Changes to the Lenders) of the Facilities Agreement</p> <p>Loan Notes means</p> <p>(a) the Existing Loan Notes, and</p> <p>(b) any other loan note issued in replacement for the Existing Loan Notes, to the Company by the Subject Company on or after the date of the Charge</p> <p>Majority Lenders means a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent of the Total Commitments immediately prior to that reduction)</p> <p>New Money Facility means the new super senior £200,000,000 revolving credit facility made available under the Facilities Agreement</p>

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Short particulars

New Money Facility Finance Party means the Facility Agent or a Lender under the New Money Facility

Original Lender means Barclays Bank PLC, UniCredit Luxembourg S A , Unicredit Bank AG, Bayerische Landesbank, BNP Paribas, Commerzbank AG, London Branch, DNB Bank ASA, HSBC Bank plc, ING Bank N V , London branch, Lloyds TSB Bank plc, Société Générale, SGBT Asset Based Funding S A , The Royal Bank of Scotland plc, WestLB AG, Bank of Montreal, London Branch, Nordea Bank Danmark A/S, Crédit Industriel et Commercial, London Branch, KBC Bank NV and WZ Bank AG Westdeutsche Genossenschafts-Zentralbank

Party means a party to the Charge

Related Rights means

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Shares means the 10,504 shares in the Subject Company

Security Assets means all assets of the Company the subject of any security created by the Charge

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Document means each document under which Security for liabilities under or in connection with the New Money Facility is created pursuant to clause 26 22(C) (Conditions subsequent) of the Facilities Agreement

Security Period means the period beginning on the date of the Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Subject Company means The Airline Group Limited, a company incorporated under the laws of England and Wales with registered number 3931711

Total Commitments has the meaning given to the term in the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2012379
CHARGE NO. 94**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 9
JANUARY 2012 AND CREATED BY THOMAS COOK AIRLINES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY NEW MONEY FACILITY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 18 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES