

MG01

Particulars of a mortgage or charge



IRIS
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 company. To do this, please use form MG01s.

WEDNESDAY



LD2

LVMVUG18

23/12/2009

160

COMPANIES HOUSE

1

Company details

Company number

0 2 0 1 2 3 7 9

Company name in full

THOMAS COOK AIRLINES LIMITED (the "Assignor")

83

For official use

Filing in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d1 m1 m2 y2 y0 y0 y9

3

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

Security Assignment and Charge in respect of one Boeing B757-28A aircraft with manufacturer's serial number 27621 dated 11 December 2009 (the "Assignment and Charge") made between the Assignor and International Lease Finance Corporation (the "Assignee").

4

Amount secured

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

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent) which are at the date of the Assignment and Charge or which may at any time and from time to time thereafter be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Assignor to the Assignee under or in connection with any of the Head Leases and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them ("Secured Obligations").

Unless otherwise defined herein, capitalised terms have the meanings given to them in the Continuation Page attached hereto.

Continuation page

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

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Particulars of a mortgage or charge

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

International Lease Finance Corporation

Address

10250 Constellation Boulevard, 34th Floor,

Los Angeles, California 90667, USA

Postcode

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 attached continuation page.

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7 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

None .

8 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 866).

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 870). 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).

9 Signature

Please sign the form here.

Signature

Signature

X *White & Case LLP* X

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

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Particulars of a mortgage or charge



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 Adam Woollaston

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 0207 532 2377



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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

MG01 – Continuation Page

Particulars of a mortgage or charge

(6) Short particulars of all the property mortgaged or charged

Assignment and Charge

Pursuant to the terms of the Assignment and Charge, the Assignor assigned and agreed to assign absolutely and unconditionally (but always subject to Clause 3.4 (*Reassignment and Release*) of the Assignment and Charge), by way of security, the Property to and in favour of the Assignee in order to secure the full and punctual payment, performance and discharge by the Assignor of all of the Secured Obligations.

Furthermore, without prejudice to Clause 3.1 (*Assignment*) of the Assignment and Charge, as a continuing security for the payment and discharge of the Secured Obligations the Assignor charged, by way of first fixed charge, all its interest, present and future in and to the Property.

Covenants

Pursuant to the terms of the Assignment and Charge, the Assignor did covenant and undertake throughout the Security Period as follows, but subject to and without prejudice to the Head Leases in the terms of Clause 5.1 (*Notice*) to Clause 5.7 (*Filings*) of the Assignment and Charge:

Negative Pledge

It shall not without the prior consent of the Assignee sell, assign, charge or otherwise dispose of any of the Property or create any Security Interest upon or suffer to exist any Security Interest upon or with respect to any of the Property except for the Assignment and Charge or otherwise in favour of the Assignee.

Further Assurances

Pursuant to the terms of the Assignment and Charge, the Assignor did covenant that it will at its own cost and expense and at the request of the Assignee, promptly sign, seal, execute, deliver, acknowledge, file, register and perfect all such assurances, documents, instruments, agreements, certificates and consents and do any and all such acts and things as may be



reasonably necessary or desirable or as the Assignee may request from time to time in order to perfect the security interest intended to be created by the Assignment and Charge or to establish, maintain, protect or preserve such Security Interests or the rights of the Assignee under the Assignment and Charge or to enable the Assignee to obtain the full benefits of such security interest and the Assignment and Charge and to exercise and enforce its rights and remedies under the Assignment and Charge in respect of the Property.

SCHEDULE

"Aircraft" means the Airframe, the First Engine and Second Engine (and any replacements thereof), APU, Parts and Aircraft Documentation, collectively. As the context requires, "Aircraft" may also mean the Airframe, the First Engine and Second Engine, the APU, any Part, the Aircraft Documentation or any part thereof individually. For example, in the context of return to Sublessor the term "Aircraft" means the Airframe, the First Engine and Second Engine, APU, Parts and Aircraft Documentation collectively, yet in the context of Sublessee not creating any Security Interests other than Permitted Liens on the Aircraft, the term "Aircraft" means any of the Airframe, the First Engine and Second Engine, the APU, any Part or the Aircraft Documentation individually.

"Aircraft Documentation" means all (a) log books, Aircraft records, manuals and other documents provided to Sublessee in connection with the Aircraft, (b) documents listed in the Certificate of Delivery and Exhibit N of the Sublease and (c) any other documents required to be maintained during the Lease Term and until the Termination Date by the Aviation Authority, Sublessee's Maintenance Program and the Sublease.

"Airframe" means the Boeing 757-28A airframe described in the Certificate of Delivery together with all Parts relating thereto (except the First Engine, Second Engine or engines and the APU).

"APU" means (a) the auxiliary power unit of the Aircraft attached to the Aircraft as at the Delivery Date, (b) any replacement auxiliary power unit acquired by the Assignee and leased to Sublessee pursuant to Article 19.6 of the Sublease following a Total Loss of the APU and (c) all Parts installed in or on such APU at Delivery (or substituted, renewed or replacement Parts in accordance with the Sublease) so long as title thereto is or remains vested in the Assignee in accordance with the terms of Article 12.4 of the Sublease.

"Aviation Authority" means Transport Canada or any Government Entity which under the Laws of Canada from time to time has control over civil aviation or the registration, airworthiness or operation of aircraft in Canada. If the Aircraft is registered in a country other than Canada, "Aviation Authority" means the agency which regulates civil aviation in such other country.

"Certificate of Delivery" means a certificate substantially in the form of Exhibit F of the Sublease.

"Delivery" means the delivery of the Aircraft from Sublessor to Sublessee pursuant to Articles 3 and 6 of the Sublease.

“Delivery Date” means the date on which Delivery takes place.

“Engine” means the RB211-535-E4-37 engine with serial number 31454 .

“Engine Sublease” means the engine sublease agreement dated 15 December 2009 and made between the Assignor as sublessor and the Sublessee as sublessee in respect of the Engine.

“Eurocontrol” means the European Organization for the Safety of Air Navigation established by the Convention related to the Co-operation for the Safety of Air Navigation (Eurocontrol) signed on December 13, 1960, as amended.

“Event of Default” means any of the events referred to in Article 25.2 of the Sublease.

“Expiration Date” means the date on which Sublessee is required to redeliver the Aircraft to Sublessor in the condition required by the Sublease on the last day of the Lease Term.

“Expiry Date” shall mean 31 March 2010 (or such other date as may be agreed in writing by Sublessor and Sublessee).

“First Engine” means the Rolls-Royce RB211-535-E4 turbofan engine with manufacturer’s serial number 31554 owned by the Assignee and leased to the Assignor pursuant to the First Engine Head Lease Agreement.

“First Engine Head Lease Agreement” means the aircraft lease agreement dated March 21, 1997 (as novated, amended and restated from time to time) between the Assignee as lessor and Assignor as lessee in respect of the aircraft with manufacturer’s serial number 28171, pursuant to which, *inter alia*, the Assignee leased the First Engine to Assignor.

“Government Entity” means any (a) national, state or local government, (b) board, commission, department, division, instrumentality, court, agency or political subdivision thereof or (c) association, organization or institution of which any of the entities listed in (a) or (b) is a member or to whose jurisdiction any such entity is subject.

“Head Leases” means each of:

- (a) the aircraft lease agreement dated as of 7 November 2007 (as novated, amended and restated from time to time) between the Assignee as lessor and the Assignor as lessee in respect of, *inter alia*, the Airframe and the Engine;
- (b) the aircraft lease agreement dated 21 March 1997 (as novated, amended and restated from time to time) between the Assignee as lessor and the Assignor as lessee in respect of, *inter alia*, the First Engine; and
- (c) the amended and restated aircraft lease agreement dated 19 November 2007 (as novated, amended and restated from time to time) between the Assignee as lessor and the Assignor as lessee in respect of, *inter alia*, the Second Engine.

“Head Lessor’s Lien” means any Security Interest created by or through the Assignee.

"Law" means any (a) statute, decree, constitution, regulation, order or any directive of any Government Entity, (b) treaty, pact, compact or other agreement to which any Government Entity is a signatory or party, (c) judicial or administrative interpretation or application of any of the foregoing or (d) any binding judicial precedent having the force of law.

"Lease Term" means the term of leasing of the Aircraft will commence on the Delivery Date and continue until the Expiry Date.

"Maintenance Program" means Sublessee's maintenance program as approved by the Aviation Authority or such other maintenance program as Sublessor may, in its discretion, accept in writing.

"Parts" means any part, component, appliance, system module, engine module, accessory, material, instrument, communications equipment, furnishing, Sublessee-furnished or equipment purchased by the Assignee or other item of equipment (other than the complete First Engine or Second Engine or engines or the APU) for the time being installed in or attached to the Airframe, the First Engine, the Second Engine or the APU or which, having been removed from the Airframe, the First Engine, the Second Engine or the APU, remains the property of Assignee.

"Periodic Rent" has the meaning given to such term in the Sublease.

"Permitted Liens" means (a) Head Lessor's Liens and Sublessor's Liens; (b) Security Interests arising in the ordinary course of Sublessee's business for Taxes either not yet assessed or, if assessed, not yet due or being contested in good faith in accordance with Article 16.5 of the Sublease or (c) materialmen's, mechanics', workmen's, repairmen's, employees' liens or similar Security Interests arising by contract or by operation of Law after the Delivery Date in the ordinary course of Sublessee's business for amounts which are either not yet due or are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve any material likelihood of sale, forfeiture or loss of the Aircraft.

"Property" means all of the right, title and interest, present and future, of the Assignor in, to and under the Sublease and the Engine Sublease, including without limitation the Sublease Payments, and all proceeds in respect of any of the foregoing together with:

- (i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default (including, without limitation, all damages and compensation payable for or in respect thereof) under or in connection with any of the foregoing agreements or arrangements;
- (ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of any of the foregoing agreements or arrangements and otherwise to exercise all claims, rights and remedies including without limitation all rights to terminate the leasing of the Aircraft under or pursuant to the Sublease or of the Engine under or pursuant to the Engine Sublease or in connection therewith and to receive all damages and compensation in respect of any of the foregoing agreements or arrangements and all rights to give and receive notices, reports, requests and

consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto or in connection therewith.

"Rent" means Periodic Rent and Supplemental Rent collectively.

"Second Engine" means the Rolls-Royce RB211-535-E4 turbofan engine with manufacturer's serial number 31366 owned by the Assignee and leased to the Assignor pursuant to the Second Engine Head Lease Agreement.

"Second Engine Head Lease Agreement" means the amended and restated aircraft lease agreement dated November 7, 2007 (as novated, amended and restated from time to time) between the Assignee as lessor and the Assignor as lessee in respect of the aircraft with manufacturer's serial number 26274, pursuant to which, inter alia, the Assignee leased the Second Engine to Assignor.

"Security Interest" means any encumbrance or security interest, however and wherever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, charge, encumbrance, lease, lien, statutory or other right in rem, hypothecation, title retention, attachment, levy, claim or right of possession or detention.

"Security Period" means the period commencing on the date of the Assignment and Charge and terminating on the date upon which all of the Secured Obligations have been irrevocably and unconditionally paid, performed and discharged in full or, if earlier, the later of the date on which the Sublessee returns possession of the Aircraft or the Engine to Assignor.

"Sublease" means an aircraft sublease agreement dated 11 December 2009 made between the Assignor as sublessor and Sublessee as sublessee in respect of the Aircraft.

"Sublease Payments" means any and all payments payable by the Sublessee to the Assignor pursuant to the provisions of the Sublease and the Engine Sublease including, without limitation, all Rent.

"Sublessee" means Skyservice Airlines Inc.

"Sublessor's Lien" means any Security Interest created by or through Assignor.

"Supplemental Rent" means all amounts, liabilities and obligations (other than Periodic Rent) which Sublessee assumes or agrees or is obligated to pay under the Sublease.

"Taxes" means, collectively, all license and registration fees and all taxes, fees, levies, imposts, duties, charges, deductions or withholdings of any nature (including without limitation any value added, franchise, transfer, sales, gross receipts, use, business, excise, turnover, personal property, stamp or other tax) together with any assessments, penalties, fines, additions to tax or interest thereon, however or wherever imposed (whether imposed upon Sublessee, Assignor, Assignee, on all or part of the Aircraft, the First Engine, the Second Engine or otherwise), by any Government Entity or taxing authority in the U.S., Canada, the United Kingdom or any foreign country or by any international taxing authority (including the City or County of Los Angeles), upon or with respect to, based upon or measured by any of the following:

- (a) the Aircraft, Engines, APU or any Parts;
- (b) the use, operation or maintenance of the Aircraft or carriage of passengers or freight during the Lease Term and until the Termination Date;
- (c) the Sublease, the payments due under the Sublease and the terms and conditions thereof; and
- (d) the ownership, financing, delivery, import or export, return, sale, payment of Total Loss Proceeds or other disposition of the Aircraft.

“Termination Date” has the same meaning as **“Expiration Date”** if Sublessee returns the Aircraft to Sublessor on the Expiration Date in the condition required by Article 23 of the Sublease. If Sublessee does not do so, then **“Termination Date”** means the date on which the first of the following events occurs:

- (e) cancellation of the Sublease occurs pursuant to Article 3.5 of the Sublease;
- (f) there is a Total Loss of the Aircraft and payment is made to Sublessor in accordance with Article 19.3 of the Sublease;
- (g) prior to the Expiration Date, Sublessor repossesses the Aircraft or otherwise terminates the Sublease and recovers possession and control of the Aircraft following an Event of Default;
- (h) Sublessee returns the Aircraft in the condition required by this Sublease after the Expiration Date; or
- (i) after the Expiration Date, Sublessor repossesses the Aircraft or otherwise terminates the Sublease and recovers possession and control of the Aircraft following an Event of Default.

“Total Loss” means any of the following in relation to the Aircraft, Airframe, the First Engine, the Second Engine or the APU and **“Total Loss Date”** means the date set forth in parenthesis after each Total Loss:

- (a) destruction, damage beyond repair or being rendered permanently unfit for normal use for any reason (the date such event occurs or, if not known, the date on which the Aircraft, Airframe, the First Engine, the Second Engine or APU was last heard of);
- (b) actual, constructive, compromised, arranged or agreed total loss (the earlier of the date on which the loss is agreed or compromised by the insurers or sixty (60) days after the date of notice to Sublessee's brokers or insurers claiming such total loss);
- (c) requisition of title, confiscation, forfeiture or any compulsory acquisition or other similar event (the date on which the same takes effect);

- (d) sequestration, detention, seizure or any similar event for more than sixty (60) consecutive days (the earlier of the date on which insurers make payment on the basis of a total loss or the date of expiration of such period);
- (e) requisition for use for more than one hundred eighty (180) consecutive days, except as set forth in Article 19.9 of the Sublease (the earlier of the date on which the insurers make payment on the basis of a total loss or the date of expiration of such period);
- (f) [intentionally omitted];
- (g) any sale of the Aircraft in connection with Eurocontrol or Nav Canada charges (the date on which the sale occurs);
- (h) any sale of the Aircraft in connection with a Sublessee bankruptcy, whether by an administrator, trustee or court (the date on which the sale takes place); or
- (i) any other occurrence not permitted under the Sublease which deprives Sublessee of use or possession for a period of sixty (60) consecutive days or longer (the 60th day of such period).

“Total Loss Proceeds” means the proceeds of any insurance or any compensation or similar payment arising in respect of a Total Loss.

“U.S.” means the United States of America.



FILE COPY

**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. 83**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND
CHARGE DATED 11 DECEMBER 2009 AND CREATED BY
THOMAS COOK AIRLINES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
INTERNATIONAL LEASE FINANCE CORPORATION ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23
DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2009**



Companies House
— for the record —



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

