

MG01

Particulars of a mortgage or charge



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

You cannot use this for
particulars of a charge of
company. To do this, pl
form MG01s

WEDNESDAY



LD5

LEQTXPRV

08/12/2010

37

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")

8 5

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 *

2

Date of creation of charge

Date of creation

d2 d9 m1 m1 y2 y0 y1 y0

3

Description

Description

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

Security Assignment and Charge (the "Security Assignment and Charge"), in
respect of one (1) Boeing B757-200 Aircraft with manufacturer's serial
number 28835 between the Assignor and Wilmington Trust SP Services
(Dublin) Limited acting not in its individual capacity but solely as
trustee (the "Assignee").

4

Amount secured

Amount secured

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

Any and all moneys, liabilities, and obligations
(whether actual or contingent) which are now or
which may at any time and from time to time
hereafter 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 the Head Lease and (except as
expressly otherwise provided) references to the
Secured Obligations include references to any of
them ("Secured Obligations")

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 Wilmington Trust SP Services (Dublin) Limited

Address First Floor, 7 Exchange Place, IFSC, Dublin 1

Ireland

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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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,
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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6 Short particulars of all the property mortgaged or charged

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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 provided always that the Assignor keeps the Assignee fully and effectually indemnified from and against all Losses which may be suffered by the Assignee by reason of the failure of the Assignor to perform any of its obligations pursuant to any document forming part of the Property

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 has 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 Lease in 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 covenants 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

Definitions

“**Administrative Agent**” means Citicorp USA, Inc , in its capacity as administrative agent under the Credit Agreement and related documents

“**Aircraft**” means the Airframe, the Engines, APU, Parts and Aircraft Documentation, collectively As the context requires, “Aircraft” may also mean the Airframe, the Engines, the APU, any Part, the Aircraft Documentation or any part thereof individually For example, in the context of return to Assignor the term “Aircraft” means the Airframe, the Engines, 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 Engines, the APU, any Part or the Aircraft Documentation individually

“**Aircraft Documentation**” means all (a) log books, Aircraft records, manuals and other documents received by Sublessee from Assignor in connection with the Aircraft as listed in the Certificate of Delivery, (b) any

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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 any Engine or engines and the APU)

"Airframe Head Lease Agreement" or **"Airframe Head Lease"** means the aircraft lease agreement dated as of 24 March 2006 (as novated, amended and restated from time to time) between the Airframe Head Lessor as lessor and the Assignor as lessee in respect of, inter alia, the Airframe and the First Engine, pursuant to which, inter alia, the Airframe Head Lessor leased the Airframe and the First Engine to the Assignor

"Airframe Head Lessor" means Wilmington Trust SP Services (Dublin) Limited, a private limited company duly incorporated under the laws of Ireland (registered number 318390) acting not in its individual capacity, but solely as Trustee under the Trust Agreement in respect of the Airframe Head Lease Agreement

"Airframe Head Lessor Related Parties" means each of the Administrative Agent, Collateral Agent, ILFC, Initial Beneficial Owner and New Parent

"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 Head Lessor leased to Assignor and subleased to Sublessee pursuant to Article 19.7 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 Head Lessor 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 C of the Sublease

"Collateral Agent" means Citicorp USA, Inc., in its capacity as collateral agent under the Credit Agreement and related documents

"Credit Agreement" means that certain Five-Year Revolving Credit Agreement dated as of October 13, 2006 (as amended by Amendment No. 1 on April 16, 2010) among the Lenders referred to therein, Citicorp USA, Inc. as administrative agent, and ILFC

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

"Delivery Date" means the date on which Delivery takes place

"Engine" means (a) either or both (as the context may require) of the engines described in Article 12.4.1 of the Sublease whether or not from time to time installed on the Airframe or any other airframe, or (b) any Fleet Engine which may from time to time be installed upon or attached to the Airframe as a replacement for an engine referred to in paragraph (a) (or a replacement for such replacement) in accordance with the terms of the Sublease and the other Thomas Cook Documents

"Engine/APU Access Letter" means the letter dated 2 November 2010 between Assignor and Sublessee in

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respect of access to spare engines and APUs

"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 Assignor in the condition required by the Sublease on the last day of the Lease Term

"Expiry Date" shall mean 16 April 2011 (or such other date as may be agreed in writing by Assignor and Sublessee)

"First Engine" means the Rolls-Royce RB211-535-E4 engine with manufacturer's serial number 31641

"Fleet Engine" means any engine leased or subleased by Assignor to Sublessee

"Flight Services Agreement" means the flight services agreement dated 27 September 2010 between the Sublessee and Thomas Cook Canada Inc

"General Terms Agreement" means the general terms agreement and all annexes thereto between the Sublessee and Thomas Cook Aircraft Engineering Limited

"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 Lease" means the aircraft lease agreement dated as of 24 March 2006 (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 First Engine

"Head Lessor" means, in respect of the Airframe and the First Engine, the Airframe Head Lessor, and in respect of the Second Engine, the Second Engine Head Lessor

"Head Lessor Related Parties" means the Airframe Head Lessor Related Parties and the Second Engine Head Lessor related Parties

"Head Lessor's Lien" means any Security Interest created by or through Head Lessor or any of Head Lessor Related Parties

"ILFC" means International Lease Finance Corporation, prior lessor under the Airframe Head Lease and Second Engine Head Lease, lease servicer of the Airframe Head Lessor pursuant to the Master Servicing Agreement, guarantor under the Credit Agreement and lease servicer of the Second Engine Head Lessor pursuant to the Management Agreement

"Initial Beneficial Owner" means Flying Fortress US Leasing Inc, a California corporation

"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 the Aircraft which will commence on the Delivery Date and continue

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Short particulars	<p>until the Expiry Date</p> <p>"Losses" means any losses, costs, charges, expenses, interest, fees, payments, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, adverse judgements, orders or other sanctions</p> <p>"Maintenance Program" means Sublessee's maintenance program as approved by the Aviation Authority or such other maintenance program as Assignor may, in its discretion, accept in writing</p> <p>"Management Agreement" means the Management and Remarketing Servicing Agreement dated as of September 26, 1996 between ILFC and the Second Engine Head Lessor</p> <p>"Master Servicing Agreement" means that certain Master Intercompany Servicing Agreement dated as of April 21, 2010 between ILFC and the serviced parties party thereto</p> <p>"New Parent" means Flying Fortress Inc</p> <p>"Operative Documents" means the Sublease, the Subordination Acknowledgement, the Engine APU/Access Letter and each notice, acknowledgement, document or other instrument expressly given, received, entered into or concluded by or between Assignor and Sublessee and/or any other person whatsoever in connection therewith</p> <p>"Part" means any part, component, appliance, system module, engine module, accessory, material, instrument, communications equipment, furnishing, Sublessee-furnished or Head Lessor purchased equipment or other item of equipment (other than Engines or engines or the APU) for the time being installed in or attached to the Airframe, any Engine or the APU or which, having been removed from the Airframe, any Engine or the APU, remains Head Lessor</p> <p>"Periodic Rent" has the meaning given to it in the Sublease</p> <p>"Permitted Lien" 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) any Security Interest existing immediately prior to the Delivery Date or (d) 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</p> <p>"Property" means all of the right, title and interest, present and future, of the Assignor in, to and under the Sublease, including without limitation the Sublease Payments, and all proceeds in respect of any of the foregoing together with</p> <ol style="list-style-type: none"> (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 in connection therewith and to receive all damages and compensation in respect of any of 	

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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 engine with manufacturer's serial number 31358

"Second Engine Head Lessor" means Triton Aviation International LLC, a Nevada limited liability company whose address and principal place of business is at 55 Green Street, Suite 500, San Francisco, California 94111, United States of America

"Second Engine Head Lease Agreement" means the aircraft lease agreement dated February 10, 1999 (as novated, amended and restated from time to time) between the Second Engine Head Lessor as lessor and Assignor as lessee in respect of the aircraft with manufacturer's serial number 26275, pursuant to which, inter alia, the Head Lessor leased the Second Engine to Assignor

"Second Engine Head Lessor Related Parties" means Triton Aviation Finance, Triton Aviation Investments LLC, ILFC and the Security Trustee

"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 to Assignor so long as an Event of Default has occurred and is continuing under the Head Lease

"Security Trustee" means Deutsche Bank Trust Company Americas, Security Trustee pursuant to the Security Trust Agreement dated as of June 22, 2000, between and among the Security Trustee, the Second Engine Head Lessor and the other parties named therein

"SRT Agreement" means the agreement for the performance of component maintenance services on Boeing B757 aircraft and all annexes thereto dated on or about 2 November 2010 between the Sublessee, Thomas Cook Services Limited and SR Technics Switzerland Limited

"Sublease" means an aircraft sublease agreement dated 29 November 2010 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 including, without limitation, all Rent

"Sublessee" means Jazz Air LP

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

"Subordination Acknowledgement" means the subordination acknowledgment in the form attached as Exhibit G to the Sublease

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"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 or any other Operative Document

"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, or other disposition of the Aircraft

"Termination Date" has the same meaning as "Expiration Date" if Sublessee returns the Aircraft to Assignor 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

- (a) cancellation of the Sublease occurs pursuant to Article 3 5 of the Sublease,
- (b) there is a Total Loss of the Aircraft and payment is made to Assignor in accordance with Article 19 3 of the Sublease,
- (c) prior to the Expiration Date, Assignor repossesses the Aircraft or otherwise terminates the Sublease and recovers possession and control of the Aircraft following an Event of Default,
- (d) prior to the Expiration Date, the Head Lease terminates as a result of an event of default thereunder,
- (e) Sublessee returns the Aircraft in the condition required by the Sublease after the Expiration Date, or
- (f) after the Expiration Date, Assignor repossesses the Aircraft or otherwise terminates the Sublease and recovers possession and control of the Aircraft following an Event of Default

"Thomas Cook Documents" means the Sublease, the Engine/APU Access Letter, the General Terms Agreement, the SRT Agreement, the Subordination Acknowledgement and the Flight Services Agreement

"Total Loss" means any of the following in relation to the Aircraft, Airframe, any 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, Engine or APU was last heard of),

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- (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 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)

"Trust Agreement" means that certain Declaration of Trust (Aircraft 75B-28835 (Ireland) Trust) as of October 4, 2010 between Airframe Head Lessor and Initial Beneficial Owner

"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. 85

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND
CHARGE DATED 29 NOVEMBER 2010 AND CREATED BY
THOMAS COOK AIRLINES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED 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 8 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES