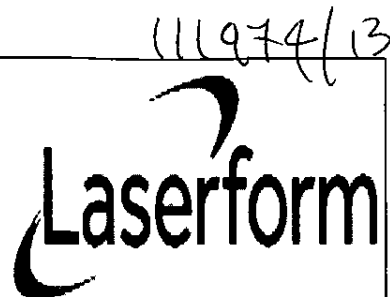


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

MONDAY



A08 *A3N8T4AH* 22/12/2014 #224
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 2 0 1 2 3 7 9
Company name in full Thomas Cook Airlines Limited
(as "Assignor")

9 7 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 Charge creation date

Charge creation date 0 5 1 2 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Holborn Leasing Limited, PO Box 309, Ugland House,
George Town, Grand Cayman, KY1-1104 (the "Assignee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Chardmaul

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Bola Coker**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2012379

Charge code: 0201 2379 0097

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by THOMAS COOK AIRLINES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2014.

DX

Given at Companies House, Cardiff on 2nd January 2015



Companies House



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


THOMAS COOK AIRLINES LIMITED
as Assignor

and

HOLBORN LEASING LIMITED
as Assignee

LESSEE SECURITY ASSIGNMENT

in respect of
One (1) Airbus A330-200 Aircraft
Manufacturer's Serial Number 266
UK Registration Mark G-MDBD

We hereby certify this
to be a true copy of the
original. Signed 

Clifford Chance LLP
10 Upper Bank Street
Canary Wharf
E14 5JJ

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THIS DEED OF SECURITY ASSIGNMENT (this "**Deed**") dated the 5 day of December 2014

BETWEEN:

- (1) **THOMAS COOK AIRLINES LIMITED** a company incorporated under the laws of England and Wales having its registered office at The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB (the "**Assignor**"), and
- (2) **HOLBORN LEASING LIMITED**, a limited liability company incorporated and existing under the applicable law of the Cayman Islands having its registered office at PO Box 309, Ugland House, George Town, Grand Cayman, KY1-1104, Cayman Islands (the "**Assignee**")

WHEREAS:

- (A) By a loan agreement dated 10 December 2012 made between, *inter alios*, the Assignee, as borrower, the Security Trustee, in its respective capacities as security trustee and facility agent, and the financial institutions therein named as lenders (the "**Loan Agreement**"), the Lenders (as such term is defined therein) have provided or will provide certain loan facilities to the Assignee to assist the Assignee in refinancing part of the Original Aircraft Debt
- (B) By an aircraft lease agreement dated 10 December 2012 (the "**Lease**") made between the Assignee, as lessor, and the Assignor, as lessee with respect to the Aircraft, the Assignee has leased and the Assignor has taken on lease, the Aircraft on the terms and subject to the conditions set out therein
- (C) As security for the obligations of the Assignee under, *inter alia*, the Loan Agreement, the Assignee has entered into a security assignment with the Security Trustee entitled "Borrower Security Assignment" dated 11 December 2012 (the "**Borrower Assignment**"), pursuant to which it has assigned to the Security Trustee certain of its rights and interests in certain Operative Documents, the Insurances and the Requisition Proceeds as Lessor and Owner
- (D) As security for its obligations under the Lease, the Assignor has enter into a security assignment with the Assignor entitled "Lessee Security Assignment" dated 11 December 2012 (the "**Original Lessee Security Assignment**") pursuant to which it agreed to assign to the Assignee certain of its rights and interests in the Insurances and the Requisition Proceeds
- (E) As security for its obligations under the Lease, the Assignor has agreed to enter into this Deed pursuant to which it has agreed to release and discharge the Original Lessee Security Assignment and re-assign to the Assignee certain of its rights and interests in the Insurances and the Requisition Proceeds
- (F) As security for the obligations of the Assignee under, *inter alia*, the Loan Agreement, the Assignee will on even date herewith enter into a supplemental security assignment with

the Security Trustee entitled "Supplemental Borrower Security Assignment" (the "**Supplemental Borrower Assignment**"), pursuant to which it will assign to the Security Trustee certain of its rights and interests in certain Operative Documents, the Insurances and the Requisition Proceeds as assigned to it pursuant to this Deed

THIS DEED WITNESSES as follows

1 DEFINITIONS

- 1.1 In this Deed and its Recitals, capitalised terms and expressions not otherwise defined shall, unless the context otherwise requires, have the meanings ascribed thereto in the Loan Agreement and

"**Aircraft**" means the Airbus A330-200 aircraft bearing manufacturer's serial number 266 and United Kingdom registration mark G-MDBD more particularly described in the Lease,

"**Assigned Insurance Property**" means all of the right, title and interest, present and future, of the Assignor under the Insurances, including without limitation, all claims of the Assignor for damages arising out of or in connection with a breach of or default under the Insurances. For the avoidance of doubt, nothing herein shall constitute an assignment of the policy of insurance but only the benefit, right, title, interest and proceeds thereunder insofar as the same relate to the Aircraft,

"**Assigned Requisition Property**" means all the rights, title and interest, present and future of the Assignor to the Requisition Proceeds,

"**Collateral**" means collectively the Assigned Insurance Property and the Assigned Requisition Property,

"**Insurances**" means, in relation to the Aircraft, (i) all policies and contracts of insurance (including any entries in a war risk or other mutual association) taken out in respect of the Aircraft in accordance with the Lease (other than third party liability insurances) and (ii) all the benefits of such policies and contracts of insurance including all claims of whatsoever nature thereunder and returns of premiums in respect thereof,

"**Insurers**" means the brokers or underwriters of any Insurances or reinsurances as the case may be,

"**Lease Operative Documents**" means those documents described as "Operative Documents" in the Lease, whether on the face of the Lease or by referential incorporation therein,

"**Requisition Proceeds**" means any monies or other compensation receivable by the Assignor from any government (whether civil, military or *de facto*) or public or local authority in relation to the Aircraft in the event of the Aircraft's confiscation, restraint, detention, forfeiture or compulsory acquisition or seizure or requisition for hire by or under the order of any such government or public or local authority,

"**Secured Obligations**" means any and all moneys liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing by the Assignor pursuant to the Operative Documents,

"**Security Trustee**" means DVB Bank SE, and

"**Trigger Event**" means any of the events referred to in Clause 10.1 (*Trigger Events*)

1.2 **Headings**

Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed

1.3 **Interpretation**

In this Deed, unless the context otherwise requires

1.3.1 references to Clauses, sub-clauses and Schedules are to be construed as references to the Clauses and sub-clauses of, and the Schedules to, this Deed and references to this Deed include its schedules,

1.3.2 references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as amended with the agreement of the relevant parties and, where required by the terms of such document or this Deed, the prior written consent of any relevant party, and in force at any relevant time,

1.3.3 words importing the plural shall include the singular and *vice versa*,

1.3.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any government entity, and

1.3.5 any reference to a statute or other law shall be construed as a reference to such statute or other law as the same may have been, or may from time to time be, amended, varied, novated or supplemented

2 **RELEASE, DISCHARGE AND RE-ASSIGNMENT**

2.1 The Assignee hereby irrevocably and unconditionally

2.1.1 releases and discharges all rights, title, benefit and interest, present and future, that the Assignee has in and to the Collateral created by the Original Lessee Security Assignment,

2.1.2 re-assigns to and in favour of the Assignor all of its rights, title, benefit and interest in and to the Collateral created by the Original Lessee Security

Assignment (on a without recourse or warranty basis, save that the Collateral is free from any security interest created by, through or as a result of any act or knowing omission by the Assignee)

3 NOTIFICATION

- 3 1 The parties acknowledge and agree that the delivery and execution of this Deed and the terms hereof are sufficient notice of the release, discharge and re-assignment of the Collateral. Consequently the parties hereto acknowledge and agree that no further notice and/or acknowledgement in respect of such release, discharge and re-assignment is required to be delivered to any party hereto

4 REPRESENTATIONS AND WARRANTIES

The Assignor hereby represents and warrants to the Assignee that

- 4 1 1 it has not prior to the date hereof assigned, charged or otherwise encumbered the Collateral or any of its rights, title and interest therein or any monies payable thereunder, other than pursuant to the Original Lessee Security Assignment (such assignment being discharged, released and re-assigned pursuant to clause 2 above) and other than pursuant to this Deed, and
- 4 1 2 it will, for so long as the Assignee shall not have executed a discharge of the security created hereby and, subject to this Deed and to the other Operative Documents, remain the sole lawful owner of all rights, title and interest in and to the Collateral

5 ASSIGNOR'S COVENANT

The Assignor hereby acknowledges to the Assignee that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable in the full amount of the Secured Obligations for the time being and from time to time and hereby covenants with the Assignee that the property hereby assigned is so assigned for the full payment, performance and discharge of the Secured Obligations for the time being and from time to time

6 ASSIGNMENT AND ACKNOWLEDGEMENT

6 1 Assignment

As security for payment and discharge of the Secured Obligations, the Assignor, with full title guarantee, hereby assigns and agrees to assign absolutely by way of security to the Assignee all of its rights, title and interest in and to the Collateral

6 2 Acknowledgement of Assignor

The Assignor agrees and acknowledges that the Assignee will enter into the Supplemental Borrower Assignment and undertakes to acknowledge any notices of

assignment delivered to it under or pursuant to the Supplemental Borrower Assignment and to co-operate with any requests of the Assignee in respect thereof

7 COVENANTS

The Assignor hereby covenants with the Assignee that

- 7.1.1 following and during the continuance of a Trigger Event, it will direct any debtor of the Assignor in respect of any part of the Collateral to pay all moneys arising from or in connection with the Collateral to such account as the Assignee may from time to time notify to the Assignor,
- 7.1.2 it will not, except with the prior written consent of the Security Trustee, agree to any variation of any of the Operative Documents (to the extent that they relate to the Collateral) or release any party thereto or waive any breach of any of such person's obligations thereunder (to the extent that they relate to the Collateral) or consent to any act or omission which would otherwise constitute a breach of any of the Operative Documents (to the extent that they relate to the Collateral),
- 7.1.3 it will perform all of its obligations under the Operative Documents (**provided always** that any failure by the Assignor to comply with this covenant due solely to a breach by any other party to any of the Operative Documents shall not constitute a breach of this covenant by the Assignor),
- 7.1.4 it will not at any time terminate, or voluntarily permit the termination of, any of the Operative Documents (to the extent that they relate to the Collateral) otherwise than in accordance with the terms thereof without the prior written consent of the Security Trustee,
- 7.1.5 it will not do, or knowingly omit to do, or cause or voluntarily permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security constituted hereby or the rights of the Assignee hereunder otherwise than as provided for in the Operative Documents,
- 7.1.6 it will not, without the prior written consent of the Security Trustee, assign or otherwise deal with the Collateral or create or incur, nor shall it voluntarily permit the creation, incurr or existence of, any Security Interest in or upon the Collateral, save for the Security Interests constituted by this Deed and the other Operative Documents, and
- 7.1.7 it will not exercise any right of set-off, counterclaim or defence against the Assignee, the Security Trustee or any other Finance Party with respect to the Collateral

8 APPLICATION OF MONEYS

All moneys in respect of the Collateral received by the Assignee by reason of this Deed shall be applied in accordance with Clause 12 of the Intercreditor Deed

9 ASSIGNOR'S CONTINUING OBLIGATIONS

Notwithstanding anything herein contained

- 9.1.1 the Assignor shall remain liable under the Operative Documents to perform all the obligations assumed by it thereunder,
- 9.1.2 the Assignee shall not be under any obligation or liability under the Operative Documents by reason of this Deed or anything arising out of, or in connection with, it, and
- 9.1.3 the Assignee shall not be under any obligation of any kind
 - (a) to assume or to perform or fulfil any obligation of the Assignor in, under or pursuant to the Operative Documents or be under any liability whatsoever as a result of any failure of the Assignor to perform any of its obligations in connection therewith,
 - (b) to make any payment under any of the Operative Documents (save as expressly provided therein),
 - (c) to enforce against any of the parties thereto any term or condition of any of the Operative Documents or to enforce any rights and benefits hereby assigned or to which the Assignee may at any time be entitled, and/or
 - (d) to make any enquiries as to the nature or sufficiency of any payment received by the Assignee hereunder or to make any claim or to take any action to collect any monies hereby assigned

10 EXERCISE OF REMEDIES

10.1 Trigger Events

A Trigger Event shall occur if (i) any Loan Event of Termination shall have occurred or (ii) any Event of Default or any Mandatory Prepayment Event (both as defined in the Lease) shall have occurred

10.2 Exercise of Rights by the Assignee

The Assignee shall, at any time after a Trigger Event has occurred and is continuing, be entitled to

- 10.2.1 exercise and enforce any and all rights of the Assignor or otherwise foreclose the security interest created hereby in respect of the Collateral including, without limitation, any and all rights of the Assignor to demand or otherwise require payment of any amount under, or performance of, any provision of any of the Operative Documents with respect to the Collateral, and

10 2 2 collect, receive or compromise and give a good discharge for any and all monies and claims for monies due and to become due for the time being comprised in the Collateral and otherwise put into force and effect all rights, powers and remedies available to it, at law or otherwise, as assignee of the Collateral

10 3 Power of Sale

The Assignee may exercise its power of sale hereunder in such a way as it in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement thereof

10 4 No Liability for Assignee

The Assignee shall not be liable as assignee in respect of the Collateral to account or be liable for any loss upon the realisation thereof or for any neglect or default (but not including gross negligence, fraud or wilful misconduct) of any nature whatsoever in connection therewith for which any assignee may be liable as such

10 5 No Enquiry on Sale

Upon any sale by the Assignee of the Assignee's or any part the Assignee's, right, title and interest in and to the Collateral, the purchaser shall not be bound to see or enquire whether the power of sale of the Assignee has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Assignee and the receipt of the Assignee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor

11 CONTINUING SECURITY AND OTHER PROVISIONS

11 1 Continuing Security

It is declared and agreed that

11 1 1 the security created by this Deed shall

- (a) be a continuing security for the payment and performance of the Secured Obligations and performance of the Assignor's obligations under the Lease Operative Documents and accordingly the security so created shall not be satisfied by any intermediate payment or intermediate satisfaction or partial performance of any part of the Secured Obligations,
- (b) be in addition to and shall not in any way prejudice or affect the security created by any deposit of documents, or any guarantee, lien, bill, note, mortgage or other Security Interest now or hereafter held by the Assignee or any other person or any right or remedy of the Assignee or any other person thereunder, and shall not be in any way prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by the

Assignee or such other releasing, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable,

- (c) not be discharged, impaired, prejudiced or otherwise affected by any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Secured Obligations or any Operative Document,
- (d) not be discharged, impaired, prejudiced or otherwise affected by any other act, fact, matter, event, circumstance, omission or thing (including, without limitation, the invalidity, unenforceability or illegality of any of the Secured Obligations or the bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation or amalgamation of, or other analogous event of or with respect to the Assignor or any other person) which, but for this provision, might operate to discharge, impair, prejudice or otherwise affect the rights of the Assignee or any other person under this Deed or under any other Operative Document or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created, and

11.12 all the rights and powers vested in the Assignee by this Deed may be exercised from time to time and as often as the Assignee may deem expedient

11.2 No Waiver

No failure or delay on the part of the Assignee to exercise any right, power or remedy under this Deed, the Operative Documents or any of them shall operate as a waiver thereof, nor shall any single or partial exercise by the Assignee of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Assignee of any consent to any act which by the terms of this Deed requires such consent prejudice the right of the Assignee to withhold or give consent to the doing of any other similar act. The remedies provided in this Deed and the Operative Documents are cumulative and are not exclusive of any remedies provided by law.

11.3 Delegation

The Assignee shall be entitled at any time and as often as may be expedient to delegate all or any of the powers and discretions vested in it by this Deed (including the power vested in it by virtue of Clause 12 (*Power of Attorney*)) in such manner, upon such terms, and to such persons as the Assignee in its discretion may think fit.

11.4 Settlement Conditional

Any settlement or discharge between the Assignee and the Assignor and/or any other person shall be conditional upon no security or payment to the Assignee by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by

virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

12 POWER OF ATTORNEY

12 1 Power of Attorney

As security for its obligations hereunder and under the Operative Documents, the Assignor hereby irrevocably appoints the Assignee to be its attorney (with full power of substitution and delegation) for and in its name and on its behalf, and as its own act and deed or otherwise to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies hereby conferred, or which may be deemed proper in connection with all or any of the purposes aforesaid **provided that** the authority conferred in this Clause 12 1 shall only be exercisable by the Assignee upon and during the continuance of a Trigger Event. The Assignor hereby ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee or any substitute or delegate may execute or do pursuant thereto. The Assignee shall not have any obligation whatsoever to exercise any of such powers hereby conferred upon it or to make any demand or any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice or take any other action whatsoever with respect to the Collateral. No action taken by the Assignee or any other person or omitted to be taken by it in good faith shall give rise to any defence, counterclaim or set-off in favour of the Assignee or such other person or otherwise affect any of the Secured Obligations.

12 2 Exercise of Power

The exercise of the power of attorney conferred in Clause 12 1 by or on behalf of the Assignee or any substitute or delegate shall not put any person dealing with the same upon any enquiry as to whether the security created by this Deed has become enforceable, nor shall such person be in any way affected by notice that the security so created has not become so enforceable, and the exercise by the same of such power shall be conclusive evidence of its or his right to exercise the same.

13 FURTHER ASSURANCE

The Assignor further undertakes from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the reasonable opinion of the Assignee may be necessary or desirable for the purpose of more effectively assigning the Collateral or perfecting the security constituted or intended to be constituted by this Deed or to establish, maintain, protect, preserve or enforce the same and the rights of the Assignee or any other person hereunder and to obtain the full benefit of this Deed and the security constituted or intended to be constituted hereby.

14 SUCCESSORS IN TITLE

This Deed and the security hereby created shall bind and inure for the benefit of each of the parties hereto and its successors and permitted assigns

15 NOTICES

15 1 Save as otherwise expressly provided in this Deed, every notice, request, demand or other communication under this Deed shall

15 1 1 in order to be valid, be in English and in writing,

15 1 2 be deemed to have been duly served on, given to or made in relation to a party if it is -

- (a) left at the address of that party set out herein or at such other address as that party may notify to the other parties hereto in writing from time to time or to any officer of the addressee, or
- (b) posted by first class airmail postage prepaid in an envelope addressed to that party at such address, or
- (c) sent by facsimile to the facsimile number of that party set out herein or to such other number as that party may notify to the other party hereto from time to time,

15 1 3 be sufficient if -

- (a) executed under the seal of the party giving, serving or making the same, or
- (b) signed or sent on behalf of the party giving, serving or making the same by any attorney, director, secretary, agent or other duly authorised representative of such party,

15 1 4 be effective -

- (a) in the case of a letter, when left at the address referred to in Clause 15 1 5 or delivered in person to any officer of the addressee or (as the case may be) seven (7) Banking Days after being deposited in the post first class airmail postage prepaid in an envelope addressed to the addressee at the address referred to in Clause 15 1 5, and
- (b) in the case of a facsimile transmission, when receipt is confirmed by return facsimile, by telephone, or by a completed transmission receipt,

15 1 5 be sent

- (a) to the Assignor at

Hangar One Western Maintenance Area
Runger Lane
Manchester Airport
Manchester M90 5FL
England

Facsimile +44 161 498 2793
Attention Head of Asset Finance

(b) to the Assignee at

Holborn Leasing Limited
P O Box 1984
Boundary Hall, Cricket Square
Grand Cayman
KY1-1104
Cayman Islands
Facsimile +1 345 949 5223
Attention The Directors

and with a copy in each case to the Security Trustee at

DVB Bank SE
Park House
16-18 Finsbury Circus
London EC2M 7EB
United Kingdom

Facsimile + 44 20 256 4352
Attention Transaction & Loan Services

or at such other address or fax number as is notified by one party to the other under this Deed

16 GOVERNING LAW AND JURISDICTION

16.1 English Law

This Deed and all non-contractual obligations arising from or connected with it, shall be governed by and construed in accordance with the laws of England

16.2 English Courts

The parties irrevocably agree that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and, for such purposes, irrevocably submit to the jurisdiction of such courts

16 3 Appropriate Forum

Each party irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 16 2 (*English Courts*) being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and agrees not to claim that any such court is not a convenient or appropriate forum

16 4 Consent to Enforcement

The parties hereby consent generally in respect of any legal action or proceeding arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against the Collateral (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding

17 REASSIGNMENT

Once all Secured Obligations shall have been satisfied in full, this Deed shall terminate and the Assignee shall, if requested to do so by the Assignor, but at no cost to the Assignee, re-assign to the Assignor, without recourse or warranty such right, title and interest, if any, as the Assignee may then have in and to the Collateral and shall, at no cost to the Assignee, execute such documents as the Assignor may reasonably require in order to effect such re-assignment

18 COUNTERPARTS

This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute but one and the same instrument

IN WITNESS whereof the parties hereto have caused this Deed to be executed as a deed the day and year first above written

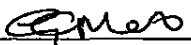
EXECUTION PAGE

LESSEE SECURITY ASSIGNMENT - MSN 266

The Assignor

EXECUTED as a **DEED** by
THOMAS COOK AIRLINES LIMITED
acting by T.A. Oldham
in the presence of

)
)
) Holborn


Name
Title CAIL MGR

The Assignee

EXECUTED as a **DEED**
by
its duly authorised signatory
for and on behalf of
HOLBORN LEASING LIMITED)
in the presence of)

)
)
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)
)

Name
Title

EXECUTION PAGE
LESSEE SECURITY ASSIGNMENT - MSN 266

The Assignor

EXECUTED as a **DEED** by)
THOMAS COOK AIRLINES LIMITED)
acting by)
in the presence of)

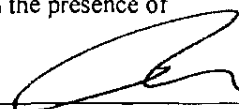
Name
Title

The Assignee

EXECUTED as a **DEED**)
by)
its duly authorised signatory)
for and on behalf of)
HOLBORN LEASING LIMITED)
in the presence of)



Andy Harding
Director



Name **Helen Fowler**
Title *AMP*