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Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

0040010713 ACC

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use: 116

Company number: 00742748

Name of company

* MyTravel Group Plc (the "**Depositor**").

Date of creation of the charge

13 May 2009.

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

Deed of Adoption, Amendment and Restatement in respect of Surplus Proceeds Account Charge dated 13 May 2009 (the "**Deed**") between the Depositor, DVB Bank SE as security trustee (the "**Security Trustee**") and DZ Bank, AG, Deutsche Zentral - Genossenschaftsbank Frankfurt am Main as account bank (the "**Account Bank**").

Amount secured by the mortgage or charge

See Schedule 2.

See Schedule 1 for definitions.

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

DVB Bank SE, 80 Cheapside, London.

Postcode EC2V 6EE

Presentor's name address and reference (if any):
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
70-40415967

Via CH London Counter

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY

L5DQZA9B
LD7 29/05/2009 263
COMPANIES HOUSE

2106923

Short particulars of all the property mortgaged or charged

The Depositor has charged by way of first fixed charge, with full title guarantee to the Security Trustee, as security trustee for and on behalf of the beneficiaries, all of its right, title and interest in and to the Account and the Collateral, as security for the Collateralised Obligations.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

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

Signed Clifford Chance LLP Date 29 May 2009

On behalf of XXXXXXX XXXXXXXX/chargee] †

† delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House.**

6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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SCHEDULE 1

DEFINITIONS

"**Account Bank**" means DZ Bank, AG, Deutsche Zentral - Genossenschaftsbank Frankfurt am Main;

"**Beneficiaries**" means each of the Security Trustee, the Facility Agent and the Lenders;

"**Collateralised Transaction Documents**" means the New Transaction Documents and the MSN 27205 Transaction Documents;

"**Lenders**" means the financial institutions named in Schedule 1 of the MSN 28865 Senior Loan Agreement;

"**MSN 27205**" means the Boeing 767-300ER aircraft with manufacturer's serial number 27205;

"**MSN 27205 New Collateralised Obligations**" means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 13 May 2009 or arising thereafter, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) 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 any Obligor to any one or more of the Representatives and/or the Lenders under the New Senior Loan Agreements or any other Collateralised Transaction Document notwithstanding that the liability or recourse to any person or its assets is limited by any provision of any Collateralised Transaction Document;

"**MSN 27205 Cross-Collateralisation Provisions**" means the provisions of clause 34 (*Cross-Collateralisation*) of the MSN 27205 Deed of Proceeds and Priorities;

"**MSN 27205 Deed of Proceeds and Priorities**" means the deed of proceeds and priorities dated 15 September 2006 between, *inter alios*, DVB Bank SE as Security Trustee and Facility Agent, the financial institutions listed therein as Lenders, Thomas Cook Group Plc as Guarantor, Thomas Cook Airlines Limited as Sub-Lessee and the Depositor as MyTravel relating to MSN 27205;

"**MSN 27205 Obligors**" has the meaning given to the term "Obligors" in the MSN 27205 Senior Loan Agreement;

"**MSN 27205 Senior Loan Agreement**" means the senior revolving refinancing agreement dated 15 September 2006 between Howcroft Limited as borrower, the Facility Agent, the Security Trustee and the Lenders in respect of MSN 27205;

"**MSN 27205 Transaction Documents**" has the meaning given to the term "Transaction Documents" in the MSN 27205 Deed of Proceeds and Priorities;

"**MSN 28674**" means the Boeing 757-200ER aircraft with manufacturer's serial number 28674;

"**MSN 28674 Deed of Proceeds and Priorities**" means the deed of proceeds and priorities entered into or to be entered into, as the context may require, between, *inter alios*, Palabono Finance Limited as Palabono, Alcudia Leasing Limited as Owner and Lessee, DVB Bank SE as Security Trustee and Facility Agent, the financial institutions named therein as Original Lenders, Thomas Cook Group plc as Guarantor, Thomas Cook Airlines Limited as Borrower and Sub-Lessee and MyTravel Group plc as MyTravel relating to MSN 28674;

"**MSN 28674 Obligors**" has the meaning given to the term "Obligors" in the MSN 28674 Senior Loan Agreement;

"**MSN 28674 Senior Loan Agreement**" means the senior loan agreement entered into, or to be entered into, as the context may require, between the Sub-Lessee as borrower, the Facility Agent, the Security Trustee and the Lenders in respect of MSN 28674;

"**MSN 28674 Transaction Documents**" has the meaning given to the term "Transaction Documents" in the MSN 28674 Senior Loan Agreement;

"**MSN 28865**" means the Boeing 767-300ER aircraft with manufacturer's serial number 28865;

"**MSN 28865 Deed of Proceeds and Priorities**" means the deed of proceeds and priorities entered into or to be entered into, as the context may require, between, *inter alios*, DVB Bank SE as Security Trustee and Facility Agent, the financial institutions listed therein as Lenders, Thomas Cook Group Plc as Guarantor, Thomas Cook Airlines Limited as Sub-Lessee and the Depositor as MyTravel and Airtours Finance Limited as subordinated lender relating to MSN 28865;

"**MSN 28865 Obligors**" has the meaning given to the term "Obligors" in the MSN 28865 Senior Loan Agreement;

"**MSN 28865 Senior Loan Agreement**" means the senior revolving refinancing agreement entered into or to be entered into, as the context may require, between Irwell Finance Limited as borrower, the Facility Agent, the Security Trustee and the Lenders in respect of MSN 28865;

"**MSN 28865 Transaction Documents**" has the meaning given to the term "Transaction Documents" in the MSN 28865 Senior Loan Agreement;

"**New Senior Loan Agreements**" means each of the MSN 28674 Senior Loan Agreement and the MSN 28865 Senior Loan Agreement;

"**New Transaction Documents**" means each of the MSN 28674 Transaction Documents and the MSN 28865 Transaction Documents;

"**Obligors**" means the MSN 27205 Obligors, the MSN 28674 Obligors and the MSN 28865 Obligors; and

"**Representatives**" means each of the Facility Agent and the Security Trustee.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE (THE "SECURED OBLIGATIONS")

Any and all moneys, liabilities and obligations (the "**Secured Obligations**") (whether actual or contingent, whether existing on 13 May 2009 or arising thereafter, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) 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 any Obligor to any one or more of the Representatives and/or the Lenders under the New Senior Loan Agreements, the MSN 27205 Senior Loan Agreement or any other Collateralised Transaction Document notwithstanding that the liability or recourse to any person or its assets is limited by any provision of any Collateralised Transaction Document (together, the "**Collateralised Obligations**").

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 742748
CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADOPTION AMENDMENT AND RESTATEMENT DATED 13 MAY 2009 AND CREATED BY MYTRAVEL GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY ONE OR MORE OF THE REPRESENTATIVES AND/OR THE LENDERS ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2009

P. Nel