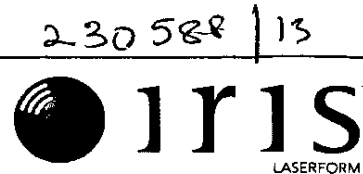


MG01

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 for

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

MONDAY



A06 *A19DD7DD* 21/05/2012 #203
COMPANIES HOUSE

1

Company details

Company number

0 6 3 0 4 7 4 9

Company name in full

SANDBROOK UK INVESTMENTS LIMITED

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

d1 d0 m0 m5 y2 y0 y1 y2

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

A security agreement (the **Security Agreement**) dated 10 May 2012 between SANDBROOK UK INVESTMENTS LIMITED (the **Chargor**) and THE ROYAL BANK OF SCOTLAND PLC (the **Security Agent**) as agent and trustee for the New Money Facility Finance Parties (as defined in the continuation pages to section 6 of this Form MG01)

4

Amount secured

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

Amount secured

Please see the continuation pages to section 4 of this Form MG01

Continuation page

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

MG01

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 THE ROYAL BANK OF SCOTLAND PLC

Address 15 Bishopsgate

London

Postcode E C 2 P 2 A P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

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

MG01

Particulars of a mortgage or charge

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 Nil

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 870).

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

9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

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

MG01

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 Andrew Brooman

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone (+44) (0) 203 088 4578



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Obligor to any New Money Facility Finance Party under each Finance Document to the extent that the relevant obligation or liability arises under or in connection with (including under a guarantee by the relevant Obligor in respect of) the New Money Facility, and for the avoidance of doubt, this shall not include any other amounts due under any other Facility under the Facilities Agreement which is not a New Money Facility (the Secured Liabilities)</p> <p>Each capitalised term has been defined in the continuation pages to section 6 of this Form MG01</p>	

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Security Agreement
- (1) is created in favour of the Security Agent,
 - (11) is created over present and future assets of the Chargor which constitute Security Assets,
 - (111) is security for the payment of all the Secured Liabilities, and
 - (1v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of the Security Agreement on trust for the New Money Facility Finance Parties

1.2 Shares

The Chargor charges by way of a first equitable mortgage

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

2. SHARES

2.1 Changes to rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Security Assets being altered or further shares in the Subject Company being issued

2.2 Voting rights

- (a) Before the security created by the Security Agreement becomes enforceable
- (1) the voting rights, powers and other rights in respect of the Security Assets shall be exercisable by the Chargor, and
 - (11) all dividends or other income, interest, other monies or distributions paid or payable in relation to any Security Assets must be paid directly to the Chargor
- (b) After the security created by the Security Agreement has become enforceable, the Security Agent may exercise (in the name of the

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise

3. WHEN SECURITY BECOMES ENFORCEABLE

3.1 Event of Default

The security created by the Security Agreement will become immediately enforceable if the Facility Agent has given a notice under Clause 27 17 (Acceleration) of the Facilities Agreement and the Security Agent gives notice to the Chargor that the security created by the Security Agreement is enforceable

3.2 Discretion

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

3.3 Power of sale

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

4. RELEASE

At the end of the Security Period, the New Money Facility Finance Parties and the Security Agent must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from the security created by the Security Agreement

In this Form MG01

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the Facilities Agreement

Additional Borrower means a company (other than the Company) which becomes an Additional Borrower in accordance with clause 29 (Changes to the Obligors) of the Facilities Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 29 (Changes to the Obligors) of the Facilities Agreement

Affiliate means, in relation to any person, a Subsidiary of that

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>Agent means the Facility Agent or the Security Agent</p> <p>Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 8 (Ancillary Facilities) of the Facilities Agreement</p> <p>Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 8 (Ancillary Facilities) of the Facilities Agreement</p> <p>Arranger means Barclays Capital, Unicredit Bank AG, Bayerische Landesbank, BNP Paribas, Commerzbank Aktiengesellschaft, DNB Nor Bank ASA, HSBC Bank plc, ING Bank N V , London Branch, Lloyds TSB Bank plc, Société Générale Corporate and Investment Banking, The Royal Bank of Scotland plc and WestLB AG, as mandated lead arrangers</p> <p>BG Instrument means</p> <ul style="list-style-type: none"> (a) a bond, letter of credit, guarantee or financial guarantee provided that such bond, letter of credit, guarantee or financial guarantee is in a form agreed between Thomas Cook Group Treasury Limited and the relevant Issuer, or (b) in respect of a particular Issuer, a bond, letter of credit, guarantee or financial guarantee in substantially the same form as that issued by that Issuer on behalf of a member of the Group in the past (provided that the form of such bond, letter of credit, guarantee or financial guarantee is not prohibited by, or would not materially conflict with, any internal policy of the relevant Issuer or any law, regulation or current accepted industry practice) <p>Bonding Facility means any bonding facility made available by an Issuer in accordance with clause 7 (Bonding Facility) under a Bonding Facility Agreement and references in the Facilities Agreement to "the Bonding Facility" will mean references to all of the Bonding Facilities made available under Bonding Facility Agreements in accordance with the terms of the Facilities Agreement</p> <p>Bonding Facility Agreement means any agreement setting out the terms under which an Issuer agrees to issue BG Instruments on behalf of a member of the Group</p> <p>Bonding Facility Commitment means</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) in relation to an Issuer which is an Issuer on the date of the Facilities Agreement, the amount in Sterling set opposite its name under the heading "Bonding Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other Bonding Facility Commitment transferred to it under the Facilities Agreement, and

(b) in relation to any other Issuer, the amount in Sterling of any Bonding Facility Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

Borrower means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 (Changes to the Obligors) of the Facilities Agreement

Commitment means a Term Facility Commitment, a Revolving Facility Commitment, a Bonding Facility Commitment or a New Money Facility Commitment

Company means Thomas Cook Group PLC

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Facilities Agreement

Facilities Agreement means the facilities agreement in relation to the £1,000,000,000 syndicated term loan and revolving credit facilities and £200,000,000 bilateral bonding and guarantee facilities and £200,000,000 new money facility agreement dated 11 May 2010 as amended on 21 October 2010, 15 July 2011, 20 October 2011, 2 December 2011 and 10 May 2012 between (among others), Thomas Cook Group plc and the Security Agent

Facility means the Term Facility, the Revolving Facility, the Bonding Facility or the New Money Facility

Facility Agent means Bayerische Landesbank as facility agent for the Finance Parties

Fee Letter means

(a) any letter or letters between any Arranger and Thomas Cook Group Treasury Limited (or the Facility Agent and Thomas Cook Group Treasury Limited setting out any of the fees referred to in clause 16 (Fees) of the Facilities Agreement,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) any letter or agreement setting out fees payable to a Finance Party referred to in clauses 16 4 (Interest, commission and fees on Bonding Facilities and Ancillary Facilities) and 16 8 (Structure fee) of the Facilities Agreement or under any other Finance Document,

(c) any letter or agreement setting out fees payable to a Finance Party in connection with a Bonding Facility, and

(d) any letter or agreement setting out fees payable to the Intercreditor Agent (as defined in and) in connection with the Intercreditor Agreement

Fifth Amendment Agreement means the supplemental and restatement agreement dated on or about 10 May 2012 made between, amongst others, Thomas Cook Group plc and the Facility Agent

Fifth Amendment Date means the date on which the amendments to the Facilities Agreement contemplated in the Fifth Amendment Agreement take effect

Fifth Amendment Signing Date means the date on which the Fifth Amendment Agreement is signed by all the parties to it

Finance Document means the Facilities Agreement, the Mandate Letter, the Warrant Instruments, any Security Document, the Intercreditor Agreement, any Accession Deed, any Ancillary Document, any Bonding Facility Agreement, any Compliance Certificate, any Fee Letter, any Resignation Letter, any Selection Notice, any Utilisation Request, any document in relation to the provision of cash cover or other credit support (and security therefor as relevant) under an Ancillary Document or a Bonding Facility Agreement and any other document designated as a "Finance Document" by the Facility Agent and the Company

Finance Party means an Agent, an Arranger, a Lender, an Issuer or any Ancillary Lender

First Warrant Instrument means a warrant instrument executed by the Company on 2 December 2011 by way of deed poll pursuant to which the Company issued a certain number of warrants comprising the right (but not the obligation) to subscribe for ordinary shares in the capital of the Company as amended by a deed of amendment executed by the Company on or about the Fifth Amendment Signing Date by way of deed poll

Group means the Company and each of its Subsidiaries from time to time

Guarantor means an Original Guarantor or an Additional Guarantor,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

unless it has ceased to be a Guarantor in accordance with clause 29 (Changes to the Obligors) of the Facilities Agreement

Hedge Counterparty means any person which is a party to the Intercreditor Agreement as a Hedge Counterparty

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Intercreditor Agent means The Royal Bank of Scotland PLC

Intercreditor Agreement means the intercreditor agreement dated on or about the Fifth Amendment Signing Date between, among others, the Obligors, the Finance Parties and the Hedge Counterparties

Issuer means

- (a) an Original Lender who at the date of the Facilities Agreement has Bonding Facility Commitments, or
- (b) any other person who becomes an Issuer under the Bonding Facility by becoming a Lender who has Bonding Facility Commitments in accordance with clause 28 (Changes to the Lenders) of the Facilities Agreement,

which in each case has not ceased to be a Party or ceased to be an Issuer in accordance with the terms of the Facilities Agreement

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 2.2 (Increase) or clause 28 (Changes to the Lenders) of the Facilities Agreement

Loan means a Term Facility Loan, a Revolving Facility Loan or a New Money Facility Loan

Majority Lenders means a Lender or Lenders whose Commitments aggregate more than 66% per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66% per cent of the Total Commitments immediately prior to that reduction)

Mandate Letter means the letter dated on or around the date of the Facilities Agreement between the Arrangers and the Company

New Money Facility means the new super senior revolving credit facility made available under the Facilities Agreement as described

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

in clause 2 1(A) (3) (The Facilities) of the Facilities Agreement

New Money Facility Commitment means

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "New Money Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other New Money Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in Sterling of any New Money Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement.

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

New Money Facility Loan means a loan made or to be made under the New Money Facility or the principal amount outstanding for the time being of that loan.

Obligor means a Borrower or a Guarantor.

Original Borrower means Thomas Cook Group Treasury Limited

Original Guarantors means the companies listed in Part 1 of Schedule 1 (The Original Parties) to the Facilities Agreement as original guarantors

Original Lender means those financial institutions listed in Part 1 of Schedule 1 (The Original Parties) to the Facilities Agreement as lenders

Party means a party to the Facilities Agreement

Related Rights means

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

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facilities Agreement

Revolving Facility means the revolving credit facility made available under the Facilities Agreement as described in clause 2 1(A)(2) (The Facilities) of the Facilities Agreement.

Revolving Facility Commitment means

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Revolving Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in Sterling of any Revolving Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

Revolving Facility Loan means a loan made or to be made under the Revolving Facility (excluding, for the avoidance of doubt, the Ancillary Facilities) or the principal amount outstanding for the time being of that loan

Second Warrant Instrument means the warrant instrument executed by the Company on or about the Fifth Amendment Signing Date by way of deed poll pursuant to which the Company creates a certain number of warrants comprising the right (but not the obligation) to subscribe ordinary shares in the capital of the Company

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

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement

Security Document means

- (a) the share pledge dated 9 January 2012 between TCIM Limited and Thomas Cook UK Limited and the Security Agent creating Security over the shares in Thomas Cook (India) Limited,

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) the share charge dated 9 January 2012 between Thomas Cook Airlines Limited and the Security Agent creating Security over the shares in The Airline Group Limited and certain loan notes,</p> <p>(c) prior to the date on which the Security over the shares in Hoteles y Clubs de Vacaciones S A is released, the share pledge dated 9 January 2012 between TC Turistik GmbH and the Security Agent creating Security over the shares in Hoteles y Clubs de Vacaciones S A ,</p> <p>(d) the share pledge to be dated on or after the Fifth Amendment Signing Date between Sandbrook UK Investments Limited and the Security Agent creating Security over the shares in Thomas Cook Investments (1) Limited held by Sandbrook UK Investments Limited from time to time, and</p> <p>(e) any other document entered into by any member of the Group creating or expressed to create any Security over all or any part of its assets for liabilities under or in connection with the New Money Facility</p> <p>Security Period means the period beginning on 10 May 2012 and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full</p> <p>Selection Notice means a notice substantially in the form set out in Part 2 of Schedule 3 (Requests and Notices) of the Facilities Agreement given in accordance with clause 14 (Interest Periods) of the Facilities Agreement in relation to the Term Facility</p> <p>Shares means all the shares in the Subject Company from time to time legally or beneficially owned by the Chargor, which as at 10 May 2012, are the shares specified in Schedule 1 (Shares) to this Form MG01.</p> <p>Sterling or £ means the lawful currency for the time being of the United Kingdom</p> <p>Subject Company means Thomas Cook Investments (1) Limited, a company incorporated under the laws of England and Wales with registered number 06031617</p> <p>Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar rights of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise</p> <p>Term Facility means the term loan facility made available under the</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Facilities Agreement as described in clause 2 1(A)(1) (The Facilities) of the Facilities Agreement

Term Facility Commitment means

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Term Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other Term Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in Sterling of any Term Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

Term Facility Loan means a loan made or to be made under the Term Facility or the principal amount outstanding for the time being of that loan

Total Commitments has the meaning given to the term in the Facilities Agreement, being £1,400,000,000 as at the Fifth Amendment Date

Utilisation Request means, in respect of a Loan, a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests and Notices) of the Facilities Agreement

Warrant Instrument means the First Warrant Instrument or the Second Warrant Instrument

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

SHARES

The following shares in Thomas Cook Investments (1) Limited (registered number 06031617)

- (1) 32 non-voting ordinary shares,
- (2) 155 ordinary shares, and
- (3) 800 preference shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6304749
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 10
MAY 2012 AND CREATED BY SANDBROOK UK INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY NEW MONEY FACILITY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2012

9



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES