

CERTIFIED A TRUE COPY

*Allen & Overy*

ALLEN & OVERY

DATED

6th October, 1999

DATED: 26<sup>th</sup> January, 2000

3226964

THOMSON TRAVEL GROUP PLC

and

THOMSON TRAVEL GROUP (HOLDINGS) LIMITED

---

AGREEMENT FOR THE SALE AND PURCHASE  
OF THE WHOLE OF THE SHARE CAPITAL OF  
PORTLAND CAMPING LIMITED

---

ALLEN & OVERY

London  
CO:662712.1



A55  
COMPANIES HOUSE

\*AEBRJNGC\*

0094  
26/01/00



THIS AGREEMENT is made on 6<sup>th</sup> October, 1999 BETWEEN:

- (1) **THOMSON TRAVEL GROUP PLC** (registered number 3490138) whose registered office is at Greater London House, Hampstead Road, London NW1 7SD (the "**Seller**"); and
- (2) **THOMSON TRAVEL GROUP (HOLDINGS) LIMITED** (registered number 3226964) whose registered office is at Greater London House, Hampstead Road, London NW1 7SD (the "**Purchaser**").

WHEREAS:

- (A) Portland Camping Limited (registered number 117855) (the "**Company**") is a private company limited by shares having an authorised and issued share capital of £50,382,534 divided into 50,000,000 'A' ordinary shares of £1 each and 382,534 ordinary shares of £1 each (the "**Shares**").
- (B) The Seller is the owner of the Shares.
- (C) The Seller wishes to sell and the Purchaser wishes to purchase the Shares on the terms set out in this agreement.

IT IS AGREED as follows:

**1. Sale and Purchase of the Shares**

The Seller shall sell and the Purchaser shall purchase the Shares free from all liens, charges and encumbrances and together with all rights attaching to them.

**2. Consideration**

The consideration for the sale of the Shares shall be the sum of £50,000,000 to be satisfied by the issue and allotment by the Purchaser to the Seller of 25,000,000 ordinary shares of 20 pence each in the Seller, credited as fully paid (the "**Consideration Shares**").

**3. Completion**

- (1) Completion of the sale and purchase of the Shares ("**Completion**") shall take place at the offices of the Purchaser immediately after the signature of this agreement.
- (2) At Completion the Seller shall:
  - (a) deliver to the Purchaser of duly executed transfers of the Shares in favour of the Purchaser or as it may direct and the share certificates representing the Shares; and
  - (b) procure that a Board meeting of the Company is held at which it shall be resolved that the transfer referred to in sub-paragraph (a) is approved for registration.
- (3) Upon completion of the matters referred to in sub-clause (2), the Purchaser shall allot and issue to the Seller the Consideration Shares, credited as fully paid.
- (4) The Seller shall procure the convening of all such further meetings and the giving or passing of all such resolutions and shall do or procure all such other acts and things as are necessary



under the Companies Act 1985 or the articles of association of the Company or otherwise to give effect to the provisions of this agreement.

4. **Seller as Agent**

The Seller shall, until the Shares are registered in the name of the Purchaser or as it may direct, hold the Shares on behalf of the Purchaser.

5. **Costs**

Each party shall pay all costs, charges and expenses incurred by it in connection with entering into and completion of this agreement.

6. **Counterparts**

This agreement may be executed in two counterparts, both of which taken together shall constitute one and the same agreement and either party may enter into this agreement by executing a counterpart.

7. **Governing law**

This agreement shall be governed by and construed in accordance with English law.

AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.

SIGNED by *MARK D. KNIGHT* )  
for **THOMSON TRAVEL** )  
**GROUP PLC** )  
in the presence of: )

*Aduselly*

*Mark D. Knight*

SIGNED by *MICHAEL FRITH* )  
for **THOMSON TRAVEL** )  
**GROUP (HOLDINGS) LIMITED** )  
in the presence of: )

*Aduselly*

*Michael Frith*