

Company No. 4051797

Companies Acts 1985 to 1989

Company limited by Shares
Resolutions in writing of the Members

of

Opodo Limited
(the "Company")

Passed on 30 JUNE 2004

CERTIFIED A TRUE COPY
OF THE ORIGINAL

Denton Wilde Sapte
DENTON WILDE SAPTE
1 FLEET PLACE
LONDON EC4M 7WS



We the undersigned being all the members of the Company for the time being entitled to attend and vote at general meetings of the Company hereby RESOLVE in writing (acting pursuant to Article 54 of the Articles of Association) as follows:

Ordinary Resolution

1. That €30,000,000 of the Company's authorised but un-issued share capital be re-designated as 30,000,000 redeemable convertible shares of 1 Euro each, with the rights and subject to the restrictions set out in the Company's articles of association as amended by resolution number 2.

Special Resolution

2. That the articles of association of the company be altered as follows:
 - 2.1 By inserting a new definition in Article 1 to read as follows:

"**Effective Time**" means 00:00 hours on 31 December 2004 or such earlier date as may be specified by the company in writing to the holders of the redeemable convertible shares;"
 - 2.2 By amending Article 2 to read as follows:

"The authorised share capital of the company is 333,000,000 Euros divided into 303,000,000 ordinary shares of 1 Euro each and 30,000,000 redeemable convertible shares of 1 Euro each."
 - 2.3 By adding a new Article 3 as follows:

"The redeemable convertible shares shall confer the same rights as attach to the ordinary shares hereunder and shall rank in all respects pari passu with the ordinary shares except as expressly provided for in these Articles."

And renumbering the remaining Articles accordingly.

- 2.4 By inserting in Article 3.1 (as was) after the words "This authority extends" the following words: "to the redeemable convertible shares and"
- 2.5 By adding two new sections after the section headed "Calls on Share and Forfeiture" such new sections to be headed "Redemption" and "Conversion". The new section headed "Redemption" shall comprise of three new Articles as follows:

"Subject to law, the company shall have the right at any time to redeem in whole or in part the redeemable convertible shares for the time being in issue upon giving to the holders of such shares 3 days' prior notice in writing provided that such notice must be given prior to the Effective Time.

Upon delivery of a redeemable convertible share certificate for redemption the company shall pay to such holder the amount due to him in respect of such redemption and shall cancel the certificate. If any certificate so delivered to the company includes any shares which are not to be redeemed on that occasion a fresh certificate for such unredeemed shares shall be issued to the holder.

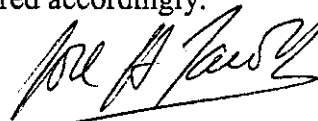
The amount payable on the redemption of a redeemable convertible share shall be the amount subscribed and paid up (including any premium) for such share."

The new section headed "Conversion" shall comprise of one new Article to be as follows:

"At the Effective Time the redeemable convertible shares held by each of the holders thereof provided they have not already been redeemed in accordance with Article 30 shall convert into an equal number of ordinary shares."

The remaining Articles shall be renumbered accordingly.

SIGNED by JOSE A. TAZON)
for and on behalf of **AMADEUS GLOBAL**)
TRAVEL DISTRIBUTION, S.A.)
in the presence of:)



SIGNED by _____)
for and on behalf of _____)
AER LINGUS LIMITED)
in the presence of: _____)

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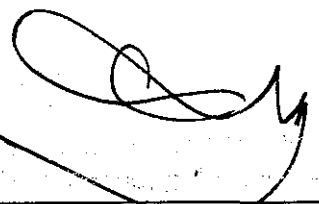
SIGNED by _____)
for and on behalf of AMADEUS GLOBAL)
TRAVEL DISTRIBUTION, S.A.)
in the presence of:)

SIGNED by GREG O'Sullivan)
for and on behalf of)
AER LINGUS LIMITED)
in the presence of:)

Paul Smith

Dublin Airport, Co. Dublin

SIGNED by _____)
for and on behalf of **AIR FRANCE**)
FINANCE S.A.)
in the presence of: **LOUIS BODUIN**)

 X

SIGNED by _____)
for and on behalf of **ALITALIA LINEE**)
AEREE ITALIENE SPA)
in the presence of: _____)

SIGNED by _____)
for and on behalf of _____)
AUA BETEILIGUNGEN GmbH)
in the presence of: _____)

SIGNED by _____)
for and on behalf of _____)
BRITISH AIRWAYS plc)
in the presence of: _____)

SIGNED by _____)
for and on behalf of **FINNAIR OYJ**)
in the presence of: _____)

SIGNED by _____)
for and on behalf of **IBERIA LINEAS**)
AEREAS DE ESPANA S.A.)
in the presence of: _____)

SIGNED by _____)
for and on behalf of **KONINGKLIJKE**)
LUCHTVAART MAATSCHAPPIJ NV)
in the presence of: _____)

SIGNED by _____)
for and on behalf of **LUFTHANSA**)
COMMERCIAL HOLDING GmbH)
in the presence of: _____)

SIGNED by _____)
for and on behalf of **AIR FRANCE**)
FINANCE S.A.)
in the presence of: _____)

SIGNED by PIETRO AVERSA)
for and on behalf of **ALITALIA LINEE**)
AEREE ITALIENE SPA)
in the presence of: MARGIT KUNIK)

Pietro Aversa

SIGNED by _____)
for and on behalf of _____)
AUA BETEILIGUNGEN GmbH)
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SIGNED by DR. Kurtz OZTI
for and on behalf of
AUA BETEILIGUNGEN GmbH
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SIGNED by T. HAMMOND)
for and on behalf of)
BRITISH AIRWAYS plc)
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SIGNED by PETRI PEMTI EERO AALIA)
for and on behalf of FINNAIR OYJ)
in the presence of:)


Pauliina Rannikko

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SIGNED by Felix Garcia Vigobeno)
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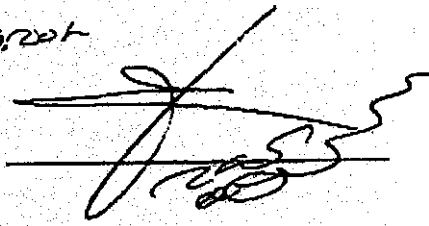
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SIGNED by H.A. Sse-boris / TEL. de groot)
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SIGNED by D. Martin Wiermer)
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Wiermer 95.00