

6062179

Dated 30 JANUARY 2008

THOMAS COOK GROUP PLC

and

THOMAS COOK INVESTMENTS (2) LIMITED

INTRA-GROUP
SHARE CONTRIBUTION AGREEMENT
relating to the contribution and purchase of shares in

MYTRAVEL GROUP PLC

**CERTIFIED TO BE A TRUE COPY
SLAUGHTER AND MAY**

Slaughter and May
21-02-08

Slaughter and May
One Bunhill Row
London
EC1Y 8YY
CWYU/SCQM/SAZA

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THIS CONTRIBUTION AGREEMENT is made on 30 JANUARY 2008

BETWEEN.

- 1 **THOMAS COOK GROUP PLC** of The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB, United Kingdom (registered in England No 06091951) (the "**Assignor**")

AND

- 2 **THOMAS COOK INVESTMENTS (2) LIMITED** of The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB, United Kingdom (registered in England No 06062179) (the "**Assignee**")

WHEREAS

- A MyTravel Group plc of Holiday House, Sandbrook Park, Sandbrook Way, Rochdale, Lancashire, OL11 1SA, United Kingdom (the "**Company**") is registered in England with number 00742748 and has an issued share capital of 468,266,680 ordinary shares of 30p each, all of which are beneficially owned by the Assignor
- B The Assignor has agreed to contribute and the Assignee has agreed to purchase the Shares (as defined in this Agreement) in exchange for the issue by the Assignee to the Assignor of further shares in the capital of the Assignee on the terms and subject to the conditions of this Agreement

WHEREBY IT IS AGREED as follows

- 1 Interpretation

1.1 In this Agreement:

"Companies Acts"	means the Companies Act 2006, the Companies Act 1985, the Companies Consolidation (Consequential Provisions) Act 1985, the Companies Act 1989 and Part V of the Criminal Justice Act 1993,
"Completion"	means completion of the contribution and purchase of Shares under this Agreement,
"Consideration Shares"	means 1,499,999,998 ordinary shares of £1 each in the capital of the Assignee, and
"Existing Shares"	means the entire issued share capital of the Company consisting of 468,266,680 issued ordinary shares of 30p each,

"Future Shares"	means shares in the Company which have not been issued as at the date of this Agreement but will or may be issued by the Company after the date of this Agreement pursuant to options, warrants and like instruments, and
"Registered Shares"	means 468,266,679 of the Existing Shares which are registered in the name of the Assignor,
"Shares"	means the entire share capital of the Company on a fully diluted basis consisting of (i) the Existing Shares and (ii) the Future Shares

1.2 In this Agreement, unless otherwise specified:

- (A) references to clauses, sub-clauses, paragraphs, sub-paragraphs are to clauses, sub-clauses, paragraphs, sub-paragraphs, of this Agreement,
- (B) a reference to any statute or statutory provisions shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted,
- (C) the expressions "**subsidiary**" and "**subsidiary undertaking**" shall have the meaning given in the Companies Act, and
- (D) headings to clauses and schedules are for convenience only and do not affect the interpretation of this Agreement

2. Contribution

- 2 1 The Assignor shall transfer and the Assignee shall purchase the Shares free from all claims, liens, charges, encumbrances and equities and from all other rights exercisable by or claims by third parties and together with all rights attached or accruing to them
- 2 2 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause

3. Consideration

The total consideration for the contribution of the Shares shall be the allotment and issue of the Consideration Shares, each credited as fully paid, by the Assignee to the Assignor, in accordance with Clause 4

4. Completion

- 4 1 Completion shall take place immediately after signature of this Agreement at a location agreed between the Assignor and the Assignee

4.2 At Completion -

- (A) the Assignor shall deliver to the Assignee
 - (i) duly executed transfers in respect of the Registered Shares in favour of the Assignee or such person (or persons) as the Assignee may nominate and share certificates for the Registered Shares in the name of the relevant transferors, and
 - (ii) such waivers or consents as the Assignee may require to enable the Assignee or its nominees to be registered as holders of the Registered Shares,

and shall procure that the Assignee (or its nominees) is/are entered into the register of members of the Company

- (B) On receipt of the duly executed transfers and share certificates referred to in sub-clause 4.2(A), the Assignee shall deliver to the Assignor duly executed share certificates in respect of the Consideration Shares being allotted and issued in favour of the Assignor and shall register the Assignor as the holder of the Consideration Shares

5. Future Shares

Within 30 business days of any Future Shares being issued (or within such other period as may be agreed by the Assignor and the Assignee), the Assignor shall deliver to the Assignee

- (A) duly executed transfers in respect of the relevant Future Shares in favour of the Assignee or such person (or persons) as the Assignee may nominate and share certificates for the Future Shares in the name of the relevant transferors, and
- (B) such waivers or consents as the Assignee may require to enable the Assignee or its nominees to be registered as holders of the relevant Future Shares,

and shall procure that the transfer of the relevant Future Shares to the Assignee (or its nominee) is recorded in the register of members of the Company

6. Assignor's warranties

6.1 The Assignor warrants to the Assignee in the following terms

- (A) Ownership of the Shares

The Assignor is the sole beneficial owner of the Shares

- (B) Options, mortgages and other encumbrances

- (i) there is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Shares or any of them and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any,
- (ii) no option, right to acquire, mortgage, charge, pledge, lien (other than a lien arising by operation of law in the ordinary course of trading) or other form of security or encumbrance or equity on, over or affecting the whole or any part of the undertaking or assets of the Company is outstanding and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any

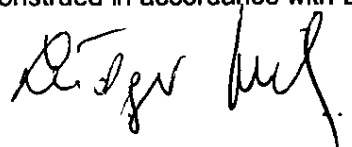
7. Entire agreement

- 7.1 This Agreement and any other documents referred to in this Agreement (the "**Share Contribution Documents**") constitute the whole and only agreement between the parties relating to the contribution and purchase of the Shares. In entering into the Share Contribution Documents, each party to this Agreement acknowledges that it is not relying upon any pre-contractual statement which is not expressly set out in them
- 7.2 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Share Contribution Documents
- 7.3 For the purposes of this clause "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Share Contribution Documents made or given by any person at any time prior to the date of this Agreement

8. Governing law

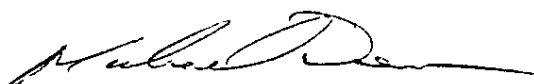
This Agreement is to be governed by and construed in accordance with English law

Signed by

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for and on behalf of
Thomas Cook Group plc

Signed by

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for and on behalf of
Thomas Cook Investment (2) Limited